



(Please scan this QR Code to view the DRHP)

Draft Red Herring Prospectus

Dated January 31, 2024

(Please read Section 32 of the Companies Act, 2013)

(This Draft Red Herring Prospectus will be updated upon filing with the RoC)

100% Book Built Offer



GARUDA CONSTRUCTION AND ENGINEERING LIMITED
CORPORATE IDENTITY NUMBER: U45400MH2010PLC207963

REGISTERED OFFICE	CONTACT PERSON	EMAIL AND TELEPHONE	WEBSITE
201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra	Aaushi Batheja Company Secretary and Compliance Officer	Email: compliance@garudaconstructionengineering.com Telephone: +91 22 79635174	www.garudaconstructionengineering.com

OUR PROMOTERS: PRAVINKUMAR BRIJENDRA KUMAR AGARWAL, PKH VENTURES LIMITED AND MAKINDIAN TOWNSHIP PRIVATE LIMITED

DETAILS OF THE OFFER

TYPE	SIZE OF FRESH ISSUE	OFFER FOR SALE SIZE	TOTAL OFFER SIZE	ELIGIBILITY AND RESERVATIONS AMONG QIBs, NIBs AND RBIs
Fresh Issue and an Offer for Sale	Fresh Issue of up to 1,83,00,000 Equity Shares aggregating up to ₹ [●] lakh	Up to 95,00,000 Equity Shares aggregating up to ₹ [●] lakh	Up to 2,78,00,000 Equity Shares aggregating up to ₹ [●] lakh	The Offer is being made pursuant to Regulation 6(1) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations"). For further details, see "Other Regulatory and Statutory Disclosure-Eligibility for the Offer" on page 297. For details in relation to reservation among QIBs, NIBs, RBIs, please see "Offer Structure" on page 314

DETAILS OF OFFER FOR SALE BY THE SELLING SHAREHOLDERS

NAME OF SELLING SHAREHOLDER	TYPE	NUMBER OF EQUITY SHARES OFFERED	WEIGHTED AVERAGE COST OF ACQUISITION (in ₹ per Equity Share) **
PKH Ventures Limited	Promoter Selling Shareholder	Up to 95,00,000 Equity Shares aggregating up to ₹ [●] lakh	5.26*

*As certified by M/s. Mittal Agarwal & Co., Chartered Accountants, our Statutory Auditor, pursuant to the certificate dated 31st January, 2024.

Calculated on a fully diluted basis.

RISK IN RELATION TO THE FIRST OFFER

This being the first public issue of Equity Shares of our Company, there has been no formal market for the Equity Shares. The face value of the Equity Shares is ₹5 each. The Floor Price Cap Price and Offer Price, determined by our Company and Promoter Selling Shareholder, in consultation with the Lead Manager, and in accordance with the SEBI ICDR Regulations and on the basis of the assessment of market demand for the Equity Shares by way of Book Building Process and as stated in "Basis for the Offer Price" on page 114 should not be considered to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active or sustained trading in the Equity Shares nor regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISK

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in this Offer unless they can afford to take the risk of losing their entire investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer, including the risks involved. The Equity Shares in the Offer have not been recommended or approved by the Securities and Exchange Board of India (the "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 34.

COMPANY'S AND PROMOTER SELLING SHAREHOLDER'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Red Herring Prospectus contains all information with regard to our Company and the Offer, which is material in the context of the Offer, that the information contained in this Draft Red Herring Prospectus is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission 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 for and confirms the statements specifically made by the Promoter Selling Shareholder in this Draft Red Herring Prospectus solely in relation to itself and the Offered Shares and assumes responsibility that such statements are true and correct in all material respects and not misleading in any material respect.

LISTING

The Equity Shares offered through the Red Herring Prospectus are proposed to be listed on the Stock Exchanges being BSE Limited ("BSE") and National Stock Exchange OF India Limited ("NSE" and together with BSE, the "Stock Exchange"). For the purposes of the Offer, BSE Limited shall be the Designated Stock Exchange.

BOOK RUNNING LEAD MANAGER (BRLM)

NAME OF THE LEAD MANAGER AND LOGO	CONTACT PERSON	TELEPHONE AND EMAIL
 CORPORATE WISDOM Corpwis Advisors Private Limited	Mr. Nikunj Kanodia / Mr. Vishal Kumar Garg	Telephone: +91 22 4972 9990 Email: ipo@corpwis.com

REGISTRAR TO THE OFFER

NAME OF THE REGISTRAR AND LOGO	CONTACT PERSON	TELEPHONE AND EMAIL
 Link Intime India Private Limited	Shanti Gopalkrishnan	Telephone: +91 810 811 4949 Email: garudaconstructions.ipo@linkintime.co.in

BID / OFFER PROGRAMME

ANCHOR INVESTOR BIDDING DATE	
BID/OFFER OPENS ON *	[●] (1)
BID/OFFER CLOSES ON**	[●] (1)
	[●] (2)(3)

* Subject to the finalisation of the allotment

(1) Our Company, in consultation with the BRLM, may consider participation by Anchor Investors in accordance with the SEBI ICDR Regulations. The Anchor Investor Bid/ Offer Period shall be one Working Day prior to the Bid / Offer Opening Date.

(2) Our Company, in consultation with the BRLM, may consider closing the Bid / Offer Period for QIBs one Working Day prior to the Bid/ Closing Date in accordance with the SEBI ICDR Regulations.

(3) UPI mandate end time and date shall be at 5:00 pm on the Bid/Offer Closing Date.



(Please scan this QR Code to view the DRHP)

Draft Red Herring Prospectus

Dated January 31, 2024

(Please read Section 32 of the Companies Act, 2013)

(This Draft Red Herring Prospectus will be updated upon filing with the RoC)

100% Book Built Offer



GARUDA CONSTRUCTION AND ENGINEERING LIMITED

Our Company was incorporated as 'Garuda Construction and Engineering Private Limited' a private limited company, under the Companies Act, 1956, pursuant to a certificate of incorporation dated September 21, 2010 issued by the Registrar of Companies, Maharashtra at Mumbai ("RoC"). Subsequently, our Company was converted into a public limited company pursuant to a special resolution passed by our shareholders in the extra ordinary general meeting held on September 09, 2023 and the name of our Company was changed to 'Garuda Construction and Engineering Limited' and a fresh Certificate of Incorporation dated October 10, 2023 was issued to our Company by the RoC. For further details on the changes in the name and registered office of our Company, see "History and Certain Corporate Matters" on page 183.

Registered Office: 201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra
Contact Person: Aashish Batheja, Company Secretary and Compliance Officer; **E-mail:** compliance@garudaconstructionengineering.com
Website: www.garudaconstructionengineering.com; **Corporate Identity Number:** U45400MH2010PLC207963

OUR PROMOTERS : PRAVINKUMAR BRIJENDRA KUMAR AGARWAL, PKH VENTURES LIMITED AND MAKINDIA TOWNSHIP PRIVATE LIMITED

INITIAL PUBLIC OFFERING OF UP TO 2,78,00,000 EQUITY SHARES OF FACE VALUE OF ₹5 EACH (THE "EQUITY SHARES") OF GARUDA CONSTRUCTION AND ENGINEERING LIMITED ("OUR COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF ₹[●] PER EQUITY SHARE (INCLUDING A PREMIUM OF ₹[●] PER EQUITY SHARE) ("OFFER PRICE") AGGREGATING UP TO ₹ [●] LAKH ("THE OFFER"). THE OFFER COMPRISES OF A FRESH ISSUE OF UP TO 1,83,00,000 EQUITY SHARES AGGREGATING UP TO ₹ [●] LAKH ("FRESH ISSUE") AND AN OFFER FOR SALE OF UP TO 1,25,00,000 EQUITY SHARES BY OUR PROMOTER, PKH VENTURES LIMITED AGGREGATING UP TO ₹ [●] LAKH (THE "PROMOTER SELLING SHAREHOLDER") (THE "OFFER FOR SALE", TOGETHER WITH THE FRESH ISSUE, THE "OFFER"). THE OFFER WILL CONSTITUTE [●]% OF OUR POST-OFFER PAID-UP EQUITY SHARE CAPITAL.

THE FACE VALUE OF THE EQUITY SHARES IS ₹5 EACH AND THE OFFER PRICE IS [●] TIMES THE FACE VALUE OF THE EQUITY SHARES. THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY AND THE PROMOTER SELLING SHAREHOLDER IN CONSULTATION WITH THE LEAD MANAGER AND WILL BE ADVERTISED IN ALL EDITIONS OF [●] (A WIDELY CIRCULATED ENGLISH NATIONAL DAILY NEWSPAPER), ALL EDITIONS OF [●] (A WIDELY CIRCULATED HINDI NATIONAL DAILY NEWSPAPER) AND MUMBAI EDITION OF [●] (A WIDELY CIRCULATED MARATHI DAILY NEWSPAPER, MARATHI BEING THE REGIONAL LANGUAGE OF MAHARASHTRA WHERE OUR REGISTERED OFFICE IS LOCATED), AT LEAST TWO WORKING DAYS PRIOR TO THE BID/OFFER OPENING DATE, AND SHALL BE MADE AVAILABLE TO THE BSE LIMITED ("BSE") AND THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE", TOGETHER WITH BSE, THE "STOCK EXCHANGES") FOR UPLOADING ON THEIR RESPECTIVE WEBSITES IN ACCORDANCE WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED (THE "SEBI ICDR REGULATIONS").

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

This Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 31 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations"). This Offer is being made through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein not more than 50% of the Offer shall be available for allocation 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, subject to valid Bids being received at or above the Offer Price and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds..

Further, not less than 15% of the Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders of which one-third of the Non-Institutional Portion shall be reserved for applicants with an application size of more than ₹ 2,00,000 and up to ₹ 10,00,000 and two-thirds of the Non-Institutional Portion shall be reserved for applicants with an application size of more than ₹ 10,00,000 and under-subscription in either of these two sub-categories of Non-Institutional Portion may be allocated to applicants in the other sub-category of Non-Institutional Portion in accordance with SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. All potential Bidders are mandatorily required to participate in the Offer through the Application Supported by Blocked Amount ("ASBA") process by providing details of their respective ASBA Account, and UPI ID in case of UPI Bidders using the UPI Mechanism, as applicable, pursuant to which their Amount will be blocked by the Self Certified Syndicate Banks ("SCSBs") or by the Sponsor Bank(s) under the UPI Mechanism, as the case may be, to the extent of the respective Bid Amounts. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

RISK IN RELATION TO THE FIRST OFFER

This being the first public issue of Equity Shares of our Company, there has been no formal market for the Equity Shares. The face value of the Equity Shares is ₹ 5 each. The Floor Price Cap Price and Offer Price determined by our Company and Promoter Selling Shareholder, in consultation with the BRLM in accordance with the SEBI ICDR Regulations and on the basis of the assessment of market demand for the Equity Shares by way of Book Building Process and as stated in "Basis for the Offer Price" on page 114 should not be considered to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active or sustained trading in the Equity Shares nor regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISK

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in this Offer unless they can afford to take the risk of losing their entire investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer, including the risks involved. The Equity Shares in the Offer have not been recommended or approved by the Securities and Exchange Board of India ("SEBI"), nor does SEBI guarantee the accuracy or adequacy of the contents of this Draft Red Herring Prospectus. Specific attention of the investors is invited to "Risk Factors" on page 34.

COMPANY'S AND PROMOTER SELLING SHAREHOLDER'S ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Red Herring Prospectus contains all information with regard to our Company and the Offer, which is material in the context of the Offer, that the information contained in this Draft Red Herring Prospectus is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission 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 for and confirms the statements specifically made by the Promoter Selling Shareholder in this Draft Red Herring Prospectus solely in relation to itself and the Offered Shares and assumes responsibility that such statements are true and correct in all material respects and not misleading in any material respect.

LISTING

The Equity Shares offered through the Red Herring Prospectus are proposed to be listed on the Stock Exchanges being BSE and NSE. For the purposes of the Offer, BSE Limited is the Designated Stock Exchange. A signed copy of the Red Herring Prospectus and the Prospectus shall be filed with the RoC in accordance with the Companies Act, 2013. For details of the material contracts and documents that will be available for inspection from the date of the Red Herring Prospectus up to the Bid/Offer Closing Date, see "Material Contracts and Documents for Inspection" on page 379.

BOOK RUNNING LEAD MANAGER



REGISTRAR TO THE OFFER



CIN : U74900MH2014PTC322723
510, 5th Floor, Dilkap Chambers, Plot - A/7 Veera Desai Road, Andheri (West), Mumbai, 400053 Maharashtra, INDIA.
Tel. No.: +91 22 4972 9990
Email : ipo@corpwis.com
Website: www.corpwis.com
Investor Grievance e-mail: investors@corpwis.com
Contact Person: Mr. Nikunj Kanodia / Mr. Vishal Kumar Garg
SEBI Registration No.: INM000012962

Link Intime India Private Limited
C-101, 1st Floor, 247 Park, L.B. S. Marg, Vikhroli (West) Mumbai 400 083, Maharashtra, India
Telephone: +91 810 811 4949
Email: garudaconstructions.ipo@linkintime.co.in
Website: www.linkintime.co.in
Investor grievance e-mail: garudaconstructions.ipo@linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration No.: INR000004058

BID / OFFER PROGRAMME

BID / OFFER OPENS ON: [●]⁽¹⁾

BID / OFFER CLOSES ON: [●]⁽²⁾⁽³⁾

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

⁽²⁾ Our Company and the Promoter Selling Shareholder may, in consultation with the BRLM, consider closing the Bid/Offer Period for QIBs one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations.

⁽³⁾ UPI mandate end time and date shall be at 5:00 pm on the Bid/Offer Closing D

TABLE OF CONTENTS

SECTION I - GENERAL	1
DEFINITIONS AND ABBREVIATIONS.....	1
CERTAIN CONVENTIONS, USE OF FINANCIAL INFORMATION, INDUSTRY & MARKET DATA AND CURRENCY OF PRESENTATION	17
FORWARD-LOOKING STATEMENTS.....	21
SUMMARY OF THE OFFER DOCUMENT	25
SECTION II – RISK FACTORS	34
SECTION III: INTRODUCTION	74
SUMMARY OF FINANCIAL INFORMATION.....	74
THE OFFER.....	79
GENERAL INFORMATION.....	81
CAPITAL STRUCTURE.....	88
OBJECTS OF THE ISSUE	104
BASIS OF OFFER PRICE	114
STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS	120
SECTION IV- ABOUT OUR COMPANY	123
INDUSTRY OVERVIEW.....	123
OUR BUSINESS.....	147
KEY REGULATIONS AND POLICIES.....	173
HISTORY AND CERTAIN CORPORATE MATTERS.....	183
OUR MANAGEMENT.....	188
OUR PROMOTER AND PROMOTER GROUP.....	205
OUR GROUP COMPANIES	212
RELATED PARTY TRANSACTIONS	218
DIVIDEND POLICY.....	219
SECTION V – FINANCIAL INFORMATION	220
RESTATE FINANCIAL STATEMENTS.....	220
OTHER FINANCIAL INFORMATION	271
MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	272
CAPITALISATION STATEMENT	283
FINANCIAL INDEBTEDNESS	284
SECTION VI - LEGAL AND OTHER INFORMATION	285
OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENT.....	285
GOVERNMENT AND OTHER STATUTORY APPROVALS	294
OTHER REGULATORY AND STATUTORY DISCLOSURES.....	297
SECTION VII - OFFER INFORMATION	308
TERMS OF THE OFFER	308
OFFER STRUCTURE.....	314
OFFER PROCEDURE.....	319
RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES.....	339
SECTION VIII – MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION	341
SECTION IX – OTHER INFORMATION	379
MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION.....	379
DECLARATION.....	381

SECTION I - GENERAL

DEFINITIONS AND ABBREVIATIONS

This Draft Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, or unless otherwise specified, shall have the meaning as provided below. References to any legislation, act, regulation, rules, guidelines, circulars, notifications, clarifications, directions, policies or articles of association or memorandum of association as amended, supplemented or re-enacted from time to time, and any reference to a statutory provision shall include any subordinate legislation made from time to time under the provision. In case of any inconsistency between the definitions given below and the definitions contained in the General Information Document, the definitions given below shall prevail.

The words and expressions used in this Draft Red Herring Prospectus but not defined herein, shall have, to the extent applicable, the same 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, the terms used in "Objects of the Offer", "Basis for the Offer Price", "Statement of Possible Special Tax Benefits", "Industry Overview", "Key Regulations and Policies", "History and Certain Corporate Matters", "Restated Financial Statements", "Financial Indebtedness", "Outstanding Litigation Other Material Developments", "Other Regulatory and Statutory Disclosures" and "Main Provisions of the Articles of Association" on pages 104, 114, 120, 123, 173, 183, 220, 284, 285, 297 and 341 respectively, shall have the meanings ascribed to them in the relevant sections.

General terms

Term	Description
Our Company / the Company / the Issuer	Garuda Construction and Engineering Limited a public limited company incorporated under the Companies Act, 1956, and having its Registered Office at 201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra
we/ us /our	Unless the context otherwise indicates or implies, refers to our Company

Company Related Terms

Term	Description
AoA / Articles of Association / Articles	The articles of association of our Company, as amended from time to time
Audit Committee	Audit committee of our Board constituted in accordance with the Companies Act and the Listing Regulations and described in " Our Management - Committees of our Board – Audit Committee " on page 195.
Auditors / Statutory Auditors	The statutory auditors of our Company, being M/s. Mittal Agarwal & Company, Chartered Accountants
Board / Board of Directors	The board of directors of our Company, as constituted from time to time or any duly constituted committee thereof.
CareEdge Research	CARE Advisory Research and Training Limited
Chairperson and Managing Director	Chairperson and Managing Director of our Company being, Mr. Pravin Kumar Brijendra Kumar Agrawal
Chief Financial Officer/CFO	Chief Financial Officer of our Company being, Mr. Rohit Ramanand Pareek
Company Commissioned CareEdge Report/ CareEdge Report	Domestic Research Report on Domestic Construction Sector dated January 29, 2024 prepared and released by CARE Advisory Research & Training Limited
Company Secretary and Compliance Officer	Company Secretary and Compliance Officer of our Company being, Ms. Aaushi Batheja
Corporate Office	The Corporate Office of our Company which is situated at 201, A Wing, Fortune 2000, C-3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051,

Term	Description
	Maharashtra
Corporate Promoter	PKH Ventures Limited and Makindian Township Private Limited
Corporate Social Responsibility Committee	The corporate social responsibility committee of our Board constituted in accordance with the Companies Act and described in " Our Management Committees of our Board - Corporate Social Responsibility Committee " on page 200.
Director(s)	The director(s) on our Board, as described in " Our Management – Board of Directors " on page 188.
Equity Shares	The equity shares of our Company of face value of ₹5 each
Executive Director	Executive Director of our Company as on the date of this Draft Red Herring Prospectus. For details of the Executive Director, see " Our Management " on page 188.
Expert	M/s. Mittal Agarwal & Company, Chartered Accountants, M/s. S. N. Gadiya & Company, Chartered Accountants, M/s. Design Ethics Architects and M/s. Raja Vikram and Co., Company Secretaries.
Group Companies / Group Entities	Our group companies identified in accordance with SEBI ICDR Regulations, as disclosed in the section " Our Group Companies " on page 212
Independent Directors	An independent director appointed as per the Companies Act, 2013 and the Listing Regulations. For further details of our Independent Directors, see " Our Management " on page 188.
Individual Promoters	Pravinkumar Brijendra Kumar Agarwal
KMP / Key Managerial Personnel	Key managerial personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations and Section 2(51) of the Companies Act, 2013 and as further described in " Our Management " on page 188.
Makindian Township Private Limited	Our Promoter formerly known as, Makindian Foods Private Limited
Managing Director	The Managing Director of our Company being, Mr. Pravin Kumar Brijendra Kumar Agrawal
Materiality Policy	The policy adopted by our Board pursuant to its resolution dated October 11, 2023 for identification of (a) material outstanding litigation proceedings of our Company, our promoter and directors; (b) group companies; and (c) material creditors, pursuant to the requirements of the SEBI ICDR Regulations and for the purposes of disclosure in this Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus
MoA / Memorandum of Association	The memorandum of association of our Company, as amended
Nomination and Remuneration Committee	The nomination and remuneration committee of our Board constituted in accordance with the Companies Act and the Listing Regulations and described in " Our Management " on page 188.
Order Book	As of December 31, 2023, the total value of Civil Construction works contracts of Developers (including Promoter Group) that have not yet been executed as of such date by our Company. For details, see " Our Business - Details of the Developer Order Book " on page 159.
PKH Ventures Limited	Our promoter PKH Ventures Limited, incorporated as P.K. Hospitality Services Private Limited and name changed to PKH Ventures Private Limited
Promoters	Pravinkumar Brijendra Kumar Agarwal, PKH Ventures Limited and Makindian Township Private Limited. For details, see " Our Promoter and Promoter Group " on page 205.
Promoter Group	Persons and entities constituting the promoter group of our Company, pursuant to Regulation 2(1)(pp) of the SEBI ICDR Regulations and as disclosed in " Our Promoter and Promoter Group " on page 205 .
Registered Office	The registered office of our Company, situated at 201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra
Restated Financial Information/ Restated Financial Statements	The restated financial statements of our Company comprising the restated statement of assets and liabilities for the four month period ended July 31, 2023 and as at March 31, 2023, March 31, 2022 and March 31, 2021 the restated

Term	Description
	statement of profits and loss (including other comprehensive income), the restated statement of changes in equity and the restated statement of cash flows for the four month period ended July 31, 2023 and for the Financial Years ended March 31, 2023, March 31, 2022 and March 31, 2021 together with the summary statement of significant accounting policies, and other explanatory information thereon, each derived from the audited financial statements of our Company for the four month period ended July 31, 2023 and for Financial Years March 31, 2023, March 31, 2022 and March 31, 2021 each prepared in accordance with Ind AS, and restated in accordance with the requirements of the SEBI ICDR Regulations, as amended from time to time, and the Guidance Note on Reports in Company Prospectus (Revised 2019) issued by the ICAI
RoC / Registrar of Companies	The Registrar of Companies, Maharashtra at Mumbai
Senior Management	Senior management of our Company in terms of Regulation 2(1)(bbbb) of the SEBI ICDR Regulations, as disclosed in " <i>Our Management – Senior Management of our Company</i> " on page 202.
Shareholder(s)	The equity shareholders of our Company whose names are entered into (i) the register of members of our Company; or (ii) the records of a depository as a beneficial owner of Equity Shares
Stakeholders Relationship Committee	The Stakeholders Relationship Committee of our Board constituted in accordance with the Companies Act, 2013 and the Listing Regulations, described in " <i>Our Management</i> " on page 188.
Subsidiary/Subsidiaries	The Subsidiary/Subsidiaries of our Company including our step-down subsidiary, as defined under the Companies Act, 2013 and the applicable accounting standards. We currently do not have any subsidiary as on the date of this Draft Red Herring Prospectus.

Offer Related Terms

Term	Description
Abridged Prospectus	A memorandum containing such salient features of our Company's prospectus as specified under the SEBI ICDR Regulations.
Acknowledgement Slip	The slip or document issued by a Designated Intermediary(ies) to a Bidder as proof of registration of the Bid cum Application Form
Allot / Allotment / Allotted	Unless the context otherwise requires, 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 Promoter Selling Shareholder pursuant to the Offer for Sale to the successful Bidders
Allotment Advice	Note or advice or intimation of Allotment sent to the successful Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Anchor Investor(s)	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus, and who has Bid for an amount of at least ₹1000.00 lakhs
Anchor Investor Allocation Price	The price at which Equity Shares will be allocated to Anchor Investors according to the terms of the Red Herring Prospectus and the Prospectus, which will be decided by our Company and in consultation with the BRLM on the Anchor Investor Bidding Date
Anchor Investor Application Form	The form used by an Anchor Investor to make a Bid in the Anchor Investor Portion, and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus
Anchor Investor Bid / Offer Period	The date, one (1) Working Day prior to the Bid/Issue Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which BRLM will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed

Term	Description
Anchor Investor Offer 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 Offer Price will be decided by our Company in consultation with the BRLM
Anchor Investor Pay-in Date	With respect to Anchor Investor(s), it shall be the Anchor Investor Bidding Date, and in the event the Anchor Investor Allocation Price is lower than the 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 in consultation with the BRLM, to Anchor Investors and the basis of such allocation will be on a discretionary basis by our Company, in consultation with the BRLM, 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
Application Supported by Blocked Amount / ASBA	An application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorize an SCSB to block the Bid Amount in ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders using the UPI Mechanism
ASBA Account	Bank account maintained with an SCSB by an ASBA Bidder, as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form and includes the account of an UPI Bidder which is blocked upon acceptance of a UPI Mandate Request made by the UPI Bidders using the UPI Mechanism
ASBA Bid	A Bid made by an ASBA Bidder
ASBA Bidders	All Bidders except Anchor Investors
ASBA Form	An application form, whether physical or electronic, used by ASBA Bidders which will be considered as the application for Allotment in terms of this Draft Red Herring Prospectus and the Prospectus
Banker(s) to the Offer	Collectively, the Escrow Collection Bank(s), Public Offer Account Bank(s), Sponsor Bank and Refund Bank(s), as the case may be
Basis of Allotment	Basis on which Equity Shares will be Allotted to successful Bidders under the Offer, as described in " Offer Procedure " on page 319.
Bid	An indication to make an offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form to subscribe to or purchase the Equity Shares of our Company at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations and in terms of this Draft Red Herring Prospectus and the Bid cum Application Form. The term "Bidding" shall be construed accordingly
Bid Amount	The highest value of Bids indicated in the Bid cum Application Form and payable by the Bidder and, in the case of RIIs Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such RIBs and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidders, as the case maybe, upon submission of the Bid in the Offer, as applicable
Bid cum Application Form	The ASBA Form or the Anchor Investor Application Form as the context requires
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter

Term	Description
Bid / Offer Closing Date	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, being [●], which shall be published in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper), and Mumbai edition of [●] (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where our Registered Office is located) each with wide circulation. In case of any revisions, the extended Bid/Offer Closing Date shall also be notified on the websites and terminals of the members of the Syndicate, as required under the SEBI ICDR Regulations and communicated to the Designated Intermediaries and the Sponsor Bank. Our Company and the Promoter Selling Shareholder, in consultation with the Book Running Lead Manager may consider closing the Bid/Offer Period for QIBs one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations.
Bid / Offer Opening Date	The date on which the Designated Intermediaries shall start accepting Bids, being [●], which shall be published in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper), and Mumbai edition of [●] (a widely circulated Marathi daily newspaper) Marathi being the regional language of Maharashtra, where our Registered Office is located, each with wide circulation
Bid / Offer Period	Except in relation to Anchor Investors, the period between the Bid / Offer Opening Date and the Bid / Offer Closing Date, inclusive of both days, during which Bidders submitted their Bids, including any revisions thereof, in accordance with the SEBI ICDR Regulations and in accordance with the terms of the Red Herring Prospectus and this Prospectus. The Bidding was kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors
Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes the ASBA Bidders and Anchor Investors
Bidding Centres	The Centres at which at the Designated Intermediaries shall accept the ASBA Forms, i.e., Designated SCSB Branches for SCSBs, Specified Locations for Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs
Book Building Process	Book building process, as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made
Book Running Lead Manager / BRLM	The book running lead manager to the Offer, Corpwis Advisors Private Limited
Broker Centres	Broker Centres notified by the Stock Exchanges where Bidders can submit the ASBA Forms to a Registered Broker. The details of such Broker Centres, along with the names and contact details of the Registered Broker are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Cap Price	The higher end of the Price Band, subject to any revisions thereto, above which the Offer Price will not be finalised and above which no Bids will be accepted
Cash Escrow and Sponsor Bank Agreement	Agreement dated [●] amongst our Company, the Promoter Selling Shareholder, the Registrar to the Offer, the BRLM and the Banker(s) to the Offer for the appointment of the Sponsor Bank in accordance with the UPI Circulars, the collection of the Bid Amounts from Bidders, transfer of funds to the Public Offer Account(s) and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof
Client ID	Client identification number maintained with one of the Depositories in relation to demat account
Collecting Depository Participant / 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 the SEBI circular number CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI as per the list available on the websites of BSE and NSE, as updated from time to time

Term	Description
Collecting Registrar and Share Transfer Agents / CRTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of, among others, circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Confirmation of Allocation Note / CAN	Notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, on or after the Anchor Investor Bidding Date
Circulars of Streamlining of Public Issues/UPI Circulars	Circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018, circular (SEBI/HO/CFD/DIL2/CIR/P/2019/50) dated April 3, 2019, circular (SEBI/HO/CFD/DIL2/CIR/P/2019/76) dated June 28, 2019, circular (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, circular no. (SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M) dated March 16, 2021, circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 (to the extent applicable) has introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances. This Circular is applicable for initial public offers opening on or after May 1, 2021 except as amended pursuant to SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent applicable), as introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances. This and the provisions of this Circular, is applicable for initial public offers opening on or after May 1, 2021 except as amended pursuant to SEBI Master Circular no. SEBI/HO/MIRSD/POD -1/P/CIR/2023/70 dated May 17, 2023 (to the extent applicable), and the provisions of this Circular, are deemed to form part of this 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 ₹500,000 shall use the UPI Mechanism.
Cut-off Price	Offer Price, finalised by our Company and the Promoter Selling Shareholder, in consultation with the BRLM, which shall be any price within the Price Band. Only Retail Individual Bidders 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 Bidder's address, name of the Bidder's father / husband, investor status, occupation and bank account details and UPI ID, where applicable
Designated CDP Locations	Such locations of the CDPs where Bidders can submit the ASBA Forms. The details of such Designated CDP Locations, along with names and contact details of the Collecting Depository Participants eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com), as updated from time to time
Designated Date	The date on which the Escrow Collection Bank transfers funds from the Escrow Account to the Public Offer Account or the Refund Account, as the case may be, and/or the instructions are issued to the SCSBs (in case of UPI Bidders using the UPI Mechanism, instruction issued through the Sponsor Bank) for the transfer of amounts blocked by the SCSBs in the ASBA Accounts to the Public Offer Account or the Refund Account, as the case may be, in terms of this Draft Red Herring Prospectus and the Prospectus following which Equity Shares will be Allotted in the Offer

Term	Description
Designated Intermediaries	In relation to ASBA Forms submitted by RIBs and HNIs bidding with an application size of five lakh rupees (not using the UPI Mechanism) 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 UPI Bidders where the Bid Amount will be blocked upon acceptance of UPI Mandate request by such UPI Bidder using the UPI Mechanism, Designated Intermediaries shall mean Syndicate, sub-syndicate/agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders, (not using the UPI Mechanism) Designated Intermediaries shall mean Syndicate, Sub-Syndicate/ agents, SCSBs, Registered Brokers, the CDPs and RTAs
Designated RTA Locations	Such locations of the RTAs where Bidders can submit the ASBA Forms to RTAs. The details of such Designated RTA Locations, along with names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Designated SCSB Branches	Such branches of the SCSBs which shall collect the ASBA Forms, a list of which is available on the website of SEBI at http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes and updated from time to time, or at such other website as may be prescribed by SEBI from time to time
Designated Stock Exchange	BSE Limited
Draft Red Herring Prospectus / DRHP	This draft red herring prospectus dated January 31, 2024 issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer, including any addenda or corrigenda thereto
Eligible NRI(s)	A non-resident Indian, resident in jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the ASBA Form and this Draft Red Herring Prospectus will constitute an invitation to subscribe to or to purchase the Equity Shares
Eligible FPI(s)	FPI(s) from such jurisdictions outside India where it is not unlawful to make an offer/ invitation under the Offer and in relation to whom the Bid cum Application Form and the Red Herring Prospectus constitutes an invitation to subscribe to the Equity Shares
Escrow Account(s)	Account(s) opened with the Escrow Collection Bank(s) and in whose favour the Anchor Investors will transfer the money through direct credit / NEFT / RTGS / NACH in respect of the Bid Amount while submitting a Bid
Escrow Collection Bank	The Bank which is a clearing member and registered with SEBI as bankers to an issue and with whom the Escrow Account will be opened, in this case being [●]
First Bidder/ Sole Bidder	Bidder whose name shall be mentioned in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name shall also appear as the first holder of the beneficiary account held in joint names
Floor Price	The lower end of the Price Band, subject to any revision(s) thereto, not being less than the face value of Equity Shares, at or above which the Offer Price will be finalised and below which no Bids will be accepted
Fraudulent Borrower	Fraudulent borrower declared by any lending banks, financial institution or consortium, in accordance with the terms of the 'Master Directions on Frauds – Classification and Reporting by commercial banks and select FIs' dated July 1, 2016, as updated, issued by the RBI
Fresh Issue	The fresh issue component of the Offer comprising of an issuance by our Company of up to 1,83,00,000 Equity Shares at ₹[●] per Equity Share (including a premium of ₹[●] per Equity Share) aggregating up to ₹[●] lakhs
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	The General Information Document for investing in public issues prepared and issued in accordance with the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars, as amended from time to time. The General Information Document shall be available on the websites of the Stock Exchanges and the BRLM

Term	Description
Gross Proceeds	The Offer proceeds from the Fresh Issue which will be available to our Company
Minimum NIB Application Size	Bid amount of more than ₹ 200,000 in the specified lot size
Minimum Promoter's Contribution	Aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company that is eligible to form part of the minimum promoter's contribution, as required under the provisions of the SEBI ICDR Regulations, held by our Promoters, which shall be locked-in for a period of eighteen months from the date of Allotment
Mutual Fund	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 [●] Equity Shares, which shall be available for allocation to Mutual Funds only on a proportionate basis, subject to valid Bids being received at or above the Offer Price
Net Proceeds	Proceeds of the Fresh Issue less our Company's share of the Offer expenses. For further details regarding the use of the Net Proceeds and the Offer related expenses, see " <i>Objects of the Offer</i> " on page 104.
Non-Institutional Investors/ Non-Institutional Bidders/ NIIs/ NIBs	All Bidders that are not QIBs or Retail Individual Investors and who have Bid for Equity Shares for an amount more than ₹ 200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Portion	The portion of the Offer being not less than 15% of the Offer, constitute of [●] Equity Shares, which shall be available for allocation on a proportionate basis to Non-Institutional Investors, of which one-third portion shall be reserved for applicants with application size of more than ₹ 2,00,000 and up to ₹ 10,00,000 and two-thirds portion shall be reserved for applicants with application size of more than ₹ 10,00,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other subcategory of Non-Institutional Investors subject to valid Bids received at or above the Offer Price
Non-Resident Offer	A person resident outside India, as defined under FEMA and includes NRIs, FPIs and FVCIs The initial public offering of the Equity Shares of our Company by way of the Fresh Issue and the Offer for Sale.
Offer Agreement	The agreement dated January 30, 2024 amongst our Company, the Promoter Selling Shareholder and Corpwis Advisors Private Limited, pursuant to which certain arrangements are agreed to in relation to the Offer
Offer for Sale	The offer for sale component of the Offer, comprising of an offer for sale of up to 95,00,000 Equity Shares at ₹[●] per Equity Share aggregating to ₹[●] lakhs by the Promoter Selling Shareholder
Offer Price	The final price at which Equity Shares will be Allotted to the successful ASBA Bidders in terms of the Red Herring Prospectus and the Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price, in terms of the Red Herring Prospectus. The Offer Price will be decided by our Company, and the Promoter Selling Shareholder, in consultation with the Book Running Lead Manager on the Pricing Date in accordance with the Book Building Process and the Red Herring Prospectus
Offer Proceeds	The proceeds of the Fresh Issue which shall be available to our Company and the proceeds of the Offer for Sale which shall be available to the Promoter Selling Shareholder. For further information about use of the Offer Proceeds, see " <i>Objects of the Offer</i> " on page 104.
Offered Shares	Up to 95,00,000 Equity Shares aggregating up to ₹[●] lakhs being offered for sale by the Promoter Selling Shareholder, PKH Ventures Limited in the Offer for Sale

Term	Description
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 Cap Price shall be at least 105% of the Floor Price and shall be less than or equal to 120% of the Floor Price. The Price Band and the minimum Bid Lot for the Offer will be decided by our Company and the Promoter Selling Shareholder in consultation with the BRLM, and will be advertised in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper) and Mumbai edition of [●] (a widely circulated Marathi daily newspaper, Marathi being the regional language of Maharashtra, where our Registered Office is located) at least two Working Days prior to the Bid/Offer Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price, and shall be made available to the Stock Exchanges for the purpose of uploading on their respective websites
Pricing Date	The date on which our Company and the Promoter Selling Shareholder in consultation with the BRLM, will finalise the Offer Price
Promoters' Contribution	Aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company that is eligible to form part of the minimum promoters' contribution, as required under the provisions of the SEBI ICDR Regulations, held by our Promoters, which shall be locked-in for a period of three years from the date of Allotment
Promoter Selling Shareholder	PKH Ventures Limited
Prospectus	The Prospectus to be filed with the RoC in accordance with the Companies Act, 2013, and the SEBI ICDR Regulations containing, inter alia, the Offer Price that is determined at the end of the Book Building Process, the size of the Offer and certain other information, including any addenda or corrigenda thereto
Public Offer Account(s)	Bank account(s) to be opened with the Public Offer Account Bank(s) under Section 40(3) of the Companies Act, 2013, to receive monies from the Escrow Account(s) and ASBA Accounts on the Designated Date
Public Offer Account Bank(s)	The bank with which the Public Offer Account(s) is opened for collection of Bid Amounts from Escrow Account and ASBA Accounts on the Designated Date, in this case being [●]
QIB Category / QIB Portion	The portion of the Offer being not more than 50% of the Offer comprising [●] Equity Shares which shall be allocated to QIBs (including Anchor Investors) on a proportionate basis (in which allocation to Anchor Investors shall be on a discretionary basis, as determined by our Company and the Promoter Selling Shareholder, in consultation with the BRLM, subject to valid Bids being received at or above the Offer Price
Qualified Institutional Buyers / QIBs / QIB Bidders"	Qualified institutional buyers as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations
Red Herring Prospectus / RHP	The red herring prospectus dated [●] issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which does not have complete particulars of the Offer Price and the size of the Offer including any addenda or corrigenda thereto. This Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date
Refund Account(s)	The account(s) opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount
Refund Bank(s)	The Banker(s) to the Offer with whom the Refund Account(s) will be opened, in this case being [●]
Registered Brokers	The stockbrokers registered with the stock exchanges having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids from relevant Bidders in terms of SEBI circular number CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI
Registrar Agreement	The agreement dated 30 th January, 2024 among our Company, the Promoter Selling Shareholder and the Registrar to the Offer in relation to the responsibilities and obligations of the Registrar to the Offer pertaining to the Offer

Term	Description
Registrar and Share Transfer Agents / RTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the lists available on the websites of BSE and NSE
Registrar to the Offer / Registrar	Link Intime India Private Limited
Resident Indian	A person resident in India, as defined under FEMA
Retail Individual Bidder(s) / RIB(s)/ Retail Individual Investors/RII(s)	Individual Bidders, who have Bid for the Equity Shares for an amount not more than ₹ 200,000 in any of the bidding options in the Offer (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs)
Retail Portion	The portion of the Offer being not less than 35% of the Offer consisting of [●] Equity Shares, which shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price
Revision Form	Form used by the Bidders to modify the quantity of the Equity Shares or the Bid Amount in any of their ASBA Form(s) or any previous Revision Form(s), as applicable. QIB Bidders and Non-Institutional Bidders are not allowed to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date
Self-Certified Syndicate Bank(s) / SCSB(s)	Collectively, 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, SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, the RTA Master Circular and SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 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 and Stock Exchanges in this regard
Share Escrow Agent	Share escrow agent appointed pursuant to the Share Escrow Agreement, namely, [●]
Share Escrow Agreement	Agreement dated [●] amongst Promoter Selling Shareholder, our Company and the Share Escrow Agent in connection with the transfer of Equity Shares under the Offer by such Promoter Selling Shareholder and credit of such Equity Shares to the demat account of the Allottees
Specified Locations	Bidding Centres where the Syndicate shall accept ASBA Forms from Bidders
Sponsor Bank(s)	The Bankers to the Offer registered with SEBI which are appointed by our Company to act as a conduit between the Stock Exchanges and the National Payments Corporation of India in order to push the UPI Mandate Requests and / or payment instructions of the UPI Bidders using the UPI Mechanism and carry out any other responsibilities in terms of the UPI Circulars, in this case being [●]
Stock Exchanges	Collectively, BSE and NSE
"Syndicate" or "Member of the Syndicate" or "Syndicate Member"	The intermediaries (other than the Book Running Lead Managers) registered with SEBI who are permitted to carry out activities as an underwriter, namely [●]

Term	Description
Syndicate Agreement	Agreement dated [●] amongst our Company, the Promoter Selling Shareholder, the Registrar to the Offer, and the Syndicate Member in relation to collection of Bid cum Application Forms by Syndicate
Systemically Important Non-Banking Financial Company / NBFC-SI	Systemically important non-banking financial company as defined under Regulation 2(1)(iii) of the SEBI ICDR Regulations
Underwriters	[●]
Underwriting Agreement	The agreement to be entered into amongst the Underwriters, our Company and the Promoter Selling Shareholder 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 Bidder(s)	Collectively, individual investors applying as (i) RIBs in the Retail Portion and (ii) Non-Institutional Bidders with an application size of up to ₹500,000 in the Non-Institutional Portion, in each case Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Member, Registered Brokers, Collecting Depository Participants and RTAs Pursuant to circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹500,000 shall use the UPI Mechanism and shall provide their UPI ID in the Bid cum Application Form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity)
UPI Circulars	SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2020 dated March 30, 2020, SEBI/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/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, along with the circular issued by NSE having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or any other governmental authority in this regard
UPI ID	ID created on UPI for single-window mobile payment system developed by the NPCI

Term	Description
UPI Mandate Request	A request (intimating the UPI Bidder by way of a notification on the UPI Mobile App and by way of a SMS directing the UPI Bidder to such UPI Mobile App) to the UPI Bidder initiated by the Sponsor Bank to authorise blocking of funds in the relevant ASBA Account through the UPI Mobile App equivalent to the Bid Amount and subsequent debit of funds in case of Allotment in accordance with the 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 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, UPI Bidders Bidding using the UPI Mechanism may apply through the SCSBs and mobile applications whose names appears on the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40) and (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43) respectively, as updated from time to time
UPI Mechanism	Process for applications by UPI Bidders submitted with intermediaries with UPI as mode of payment, in terms of the UPI Circulars
UPI PIN	Password to authenticate UPI transaction
Wilful Defaulter	A Person who been declared a "Wilful Defaulter" by lending banks or financial institutions or consortium thereof, as per the terms of RBI master circular dated July 1, 2015.
Working Day	All days on which commercial banks in Mumbai are open for business; provided, however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (c) the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the circulars issued by SEBI

Technical/ Industry Related Terms

Term	Description
BMC	Brihanmumbai Municipal Corporation
BOO	Build-Own-Operate
BOOT	Build-Own-Operate-Transfer
BOT	Build-Operate-Transfer
CareEdge	CARE Advisory Research and Training Limited
DB	Design-Build
DBF	Design Build Finance
DBFOTA	Design Built Finance Operate Transfer Agreement
DBO	Design-Build-Operate
DCR	Development Control Regulations
DFI	Development Finance Institution
EPC	Engineering Procurement and Construction
HSE	Health Safety and Environment
HVAC	Heating Ventilation and Air Conditioning
IMD	India Meteorological Department
InvIT	Infrastructure Investment Trust
JDA	Joint Development Agreement
JV	Joint Venture
LLP	Limited Liability Partnership
LROT	Lease-Renovate-Operate-Transfer
MCGM	Municipal Corporation of Greater Mumbai
MEP	Mechanical Electrical and Plumbing
MHADA	Maharashtra Housing and Area Development Authority
MMR	Mumbai Metropolitan Region
MOEFCC	Ministry of Environment Forest and Climate Change
MW	MegaWatts

Term	Description
NHAI	National Highways Authority of India
NIP	National Infrastructure Policy
NOC	No Objection Certificate
O&M	Operations and Maintenance Services
PCC	Plain Cement Concrete
PLI	Production Linked Incentive
PPP	Purchasing Power Parity, Public Private Partnership
PSU	Public Sector Undertaking
RCC	Reinforced Cement Concrete
REIT	Real Estate Investment Trust
ROCE	Return on Capital Employed
SRA	Slum Rehabilitation Project
ToT	Toll Operate Transfer

Conventional and General Terms and Abbreviations

Term	Description
AGM	Annual general meeting of our Shareholders, as convened from time to time
AIF(s)	Alternative Investment Funds
AY	Assessment year
BSE	BSE Limited
Calendar Year or year	Unless the context otherwise requires, shall refer to the 12 months period ending December 31
CAGR	Compounded Annual Growth Rate
CCI	Competition Commission of India
CEO	Chief Executive Officer
Category I AIF	AIFs who are registered as "Category I Alternative Investment Funds" under the SEBI AIF Regulations
Category II AIF	AIFs who are registered as "Category II Alternative Investment Funds" under the SEBI AIF Regulations
"Category I FPIs"	FPIs who are registered as "Category I Foreign Portfolio Investors" under the SEBI FPI Regulations
Category II FPIs	FPIs who are registered as "Category II Foreign Portfolio Investors" under the SEBI FPI Regulations
Category III AIF	AIFs who are registered as "Category III Alternative Investment Funds" under the SEBI AIF Regulations
CDSL	Central Depository Services (India) Limited
CIN	Corporate Identity Number
Companies Act, 1956	The erstwhile Companies Act, 1956 along with the relevant rules made thereunder
Companies Act / Companies Act, 2013	Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications issued thereunder, as amended to the extent currently in force
Competition Act	Competition Act, 2002
Consolidated FDI Policy	The consolidated FDI Policy, issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, and any modifications thereto or substitutions thereof, issued from time to time
CBEC	Central Board of Excise & Customs
CCEA	Cabinet Committee on Economic Affairs
CSR	Corporate Social Responsibility
Debt/Equity	The total debt of our Company at the end of the year/period divided by the net worth of our Company at the end of the year/period.
Depositories	NSDL and CDSL, collectively
Depositories Act	The Depositories Act, 1996
DIN	Director Identification Number
DP/ Depository Participant	A depository participant as defined under the Depositories Act

Term	Description
DIPP	Department of Industrial Policy and Promotion
DP ID	Depository Participant's identity number
DPIIT	The Department for Promotion of Industry and Internal Trade (earlier known as Department of Industrial Policy and Promotion)
DPR	Detailed Project Report
EBITDA	Restated Profit/(Loss) before Tax, plus Interest, Depreciation and Amortization Expense and Finance Costs.
EBITDA Margin	Percentage of during a given Year/Period divided by Total Income
EGM	Extraordinary general meeting
ECLGS	Emergency Credit Line Guarantee Scheme
EPA	Environment Protection Act, 1986
EPF Act	Employees' Provident Fund and Miscellaneous Provisions Act, 1952
EPS	Earnings per share
ESI Act	Employees' State Insurance Act, 1948
ESIC	Employees' State Insurance Corporation
EU	European Union
FCNR Account	Foreign Currency Non Resident (Bank) account established in accordance with the FEMA
FDI	Foreign direct investment
FEMA	The Foreign Exchange Management Act, 1999 read with rules and regulations thereunder
FEMA NDI Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
FITL	Funded Interest Term Loan
Financial Year / Fiscal / Fiscal Year	The period of 12 months commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year
FIR	First information report
FPIs	Foreign Portfolio Investors, as defined under SEBI FPI Regulations
FVCI	Foreign Venture Capital Investors (as defined under the Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000) registered with SEBI
GAAR	General Anti-Avoidance Rules
GAV	Gross Value Added
GDP	Gross Domestic Product
GoI / Government / Central Government	Government of India
GST	Goods and Services Tax
HUF(s)	Hindu Undivided Family(ies)
IAS Rules	Companies (Indian Accounting Standards) Rules, 2015
ICAI	Institute of Chartered Accountants of India
ICDS	Income Computation and Disclosure Standards
IFRS	International Financial Reporting Standards of the International Accounting Standards Board
IFSC	Indian Financial System Code
Ind AS 24	Indian Accounting Standard 24 issued by the Institute of Chartered Accountants of India
IMF	International Monetary Fund
Income Tax Act	Income Tax Act, 1961
Ind AS	The Indian Accounting Standards referred to in the Companies (Indian Accounting Standard) Rules, 2015
Indian GAAP	Generally Accepted Accounting Principles in India
INR / Rupee / ₹ / Rs.	Indian Rupee, the official currency of the Republic of India
ISIN	International Securities Identification Number
IT	Information Technology
KYC	Know Your Customer
MAT	Minimum Alternate Tax

Term	Description
MCA	The Ministry of Corporate Affairs, Government of India
Mn/mn	Lakh
MoU	Memorandum of Understanding
Mutual Funds	Mutual funds registered with the SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
N.A.	Not applicable
NAV	Net Asset Value
Net Asset Value per Equity share	Calculated as Restated net worth excluding revaluation reserves, capital reserve and credit balance of the non-controlling interest at the end of the year/period divided by the number of equity shares outstanding at the end of year/period and adjusted bonus and spilt.
NBFC	Non-banking Financial Institution
NCLT	National Company Law Tribunal
NCLAT	National Company Law Appellate Tribunal
NEFT	National Electronic Fund Transfer
Net Worth	aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the Restated Financial Statement, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation, capital reserve and credit balance of the non controlling interest
NPCI	National Payments Corporation of India
NR / Non-resident	A person resident outside India, as defined under the FEMA and includes an NRI
NRI	Non-Resident Indian as defined under the FEMA Regulations
NSDL	National Securities Depository Limited
NSE	The National Stock Exchange of India Limited
OCB	Overseas Corporate Body
P/E Ratio	Price/Earnings Ratio
PAN	Permanent account number
PAT	Profit after tax
PAT Margin	Restated Profit after Tax and Non-Controlling Interest attributable to Equity Shareholders of our Company Divided by the Total Income
Payment of Bonus Act	Payment of Bonus Act, 1965
Payment of Gratuity Act	Payment of Gratuity Act, 1972
Q-o-Q	Quarter on Quarter
R&D	Research and development
RBI	The Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
Revenue from Operations	Income Generated by our Company from its Core Operating Operation
RoA	Restated Profit After Tax and Non-Controlling Interest Attributable to Equity Shareholders for the Yea/Period Attributable to Equity Shareholders of the Company for the Year Attributable to Equity Shareholders of the Company Divided BY the Total Asset of Our Company at the End of the Year/Period
RoC	The Registrar of Companies, Maharashtra at Mumbai
RoNW	Restated Profit After Tax and Non-Controlling Interest Attributable to Equity Shareholders for the Yea/Period Attributable to Equity Shareholders of our Company Divided by The Net Worth of Our Company at the End of the Year/Period
RTGS	Real Time Gross Settlement
Rule 144A	Rule 144A under the U.S. Securities Act
SCRA	Securities Contract (Regulation) Act, 1956
SCRR	The Securities Contracts (Regulation) Rules, 1957
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act
SEBI Act	The Securities and Exchange Board of India Act, 1992

Term	Description
SEBI AIF Regulations	The Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI FPI Regulations	The Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014
SEBI FVCI Regulations	The Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
SEBI Insider Trading Regulations	The Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
SEBI Listing Regulations/ SEBI LODR Regulations	The Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI Merchant Bankers Regulations	Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992
SEBI VCF Regulations	The Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996
STT	Securities Transaction Tax
Takeover Regulations	The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
Trademarks Act	Trademarks Act, 1999
US\$ / USD / US Dollar	United States Dollar, the official currency of the United States of America
USA / U.S. / US	United States of America and its territories and possessions, including any state of the United States of America, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands and the District of Columbia
U.S. GAAP	Generally Accepted Accounting Principles in the United State of America
U.S. Securities Act	U.S. Securities Act of 1933 as amended
VAT	Value Added Tax
VCFs	Venture capital funds as defined in and registered with the SEBI under the Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996 or the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as the case may be
Y-o-Y	Year on Year

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

Certain Conventions

All references in this Draft Red Herring Prospectus to "India" are to the Republic of India and its territories and possessions and all references herein to the "Government", "Indian Government", "GoI", "Central Government" or the "State Government" are to the Government of India, central or state, as applicable. All references herein to the "US", the "U.S." or the "United States" are to the United States of America and its territories and possessions.

Unless indicated otherwise, all references to page numbers in this Draft Red Herring Prospectus are to the corresponding page numbers of this Draft Red Herring Prospectus. Unless otherwise specified, any time mentioned in this Draft Red Herring Prospectus is in IST. Unless indicated otherwise, all references to a year in this Draft Red Herring Prospectus are to a calendar year.

Financial Data

Unless stated or the context requires otherwise, the financial information and financial ratios in this Draft Red Herring Prospectus are derived from our Restated Financial Statements which comprise the restated statement of assets and liabilities for the four month period ended July 31, 2023 and as at March 31, 2023, March 31, 2022, and March 31, 2021, the restated statement of profits and loss (including other comprehensive income), the restated statement of changes in equity and the restated statement of cash flows for the four month period ended July 31, 2023 and for the Financial Years ended March 31, 2023, March 31, 2022, and March 31, 2021 together with the summary statement of significant accounting policies, and other explanatory information thereon, each derived from the audited financial statements of our Company for the four month period ended July 31, 2023 and the Financial Years March 31, 2023, March 31, 2022 and March 31, 2021, each prepared in accordance with Ind AS, and restated in accordance with the requirements of the SEBI ICDR Regulations, as amended from time to time, and the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the ICAI and included in "*Summary of Financial Information*", "*Restated Financial Information*" and "*Managements Discussion and Analysis of Financial Condition and Results of Operations*" on page 74, 220 and 272, respectively.

Our Company's financial year commences on April 1 and ends on March 31 of the next year. Unless stated otherwise, all references in this Draft Red Herring Prospectus to the terms Fiscal or Fiscal Year or Financial Year or FY are to the 12 months ended March 31 of such 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, Indian GAAP, 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 Company's financial data. For details in connection with risks involving difference between Ind AS, U.S. GAAP and IFRS see "*Risk Factors – Significant differences exist between Ind AS and other accounting principles, such as IFRS and US GAAP, which may be material to investors' assessments of our financial condition, result of operations and cash flows*" on page 64. The degree to which the financial information included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting policies and practices, the Companies Act 2013, 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. Further, any figures sourced from third – party industry sources may be rounded off to other than two decimal points to conform to their respective sources.

Unless the context otherwise indicates, any percentage amounts, as set forth in "*Risk Factors*", "*Our Business*" and "*Management's Discussion and Analysis of Financial Conditional and Results of Operations*" on pages 34, 147 and 272 respectively, and elsewhere in this Draft Red Herring Prospectus have been calculated on the basis of amounts based on or derived from our Restated Financial Statements.

In this Draft Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures in decimals have been rounded off to the second decimal place and all percentage figures have been rounded off to other than two decimal points in their respective sources, such figures appear in this Draft Red Herring Prospectus as rounded-off to such number of decimal points as provided in such respective sources.

Unless the context otherwise specified, any percentage amounts, or ratios as set forth in "**Risk Factors**", "**Our Business**" and "**Management's Discussion and Analysis of Financial Condition and Results of Operations**" on page 34, 147 and 272 respectively, and elsewhere in this Draft Red Herring Prospectus have been calculated on the basis of amounts derived from our Restated Financial Information.

Non-GAAP Financial Measures

Certain non-GAAP financial measures relating to our financial performance, namely like EBITDA, EBITDA margin as a percentage of total revenue, net worth, return on net worth, net asset value per Equity Share ("**Non-GAAP Measures**") presented in this Draft Red Herring Prospectus are a supplemental measure of our performance and liquidity that are not required by, or presented in accordance with, Ind AS, US GAAP, or IFRS. Further, these Non-GAAP measures are not a measurement of our financial performance or liquidity under Ind AS, US GAAP, or IFRS and should not be considered in isolation or construed as an alternative to cash flows, profit/ (loss) for the year/ period or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS, US GAAP, or IFRS. In addition, these Non-GAAP 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 a compromise of similarity titled Non-GAAP Measures or other information relating to operations and financial performance between companies may not be possible. Other companies may calculate the Non-GAAP measures are with applicable accounting standards, our Company's management believes that they are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes that they are useful information in relation to our business and financial performance.

Currency and Units of Presentation

All references to:

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

In this Draft Red Herring Prospectus, our Company has presented certain numerical information. All figures have been expressed in "lakhs" units or in whole numbers where the numbers have been too small to represent in lakhs. One lakh represents 1,00,000 and ten lakhs represents 10,00,000 and one crore represents 1,00,00,000 and ten crores represents 10,00,00,000. However, where any figures that may have been sourced from third-party industry sources may be expressed in denominations other than lakhs, such figures have been expressed in this Draft Red Herring Prospectus in such denominations as provided in their respective sources.

Exchange Rates

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

The following table set forth, for period indicated, information with respect to the exchange rate between the Rupee and other foreign currencies:

Currency	Exchange Rate as on			
	July 31, 2023	March 31, 2023	March 31, 2022	March 31, 2021
1 USD	82.25	82.22	75.81	73.50

Source: RBI / Financial Benchmark India Private Limited (www.fbil.org.in)

Industry and Market Data

The industry and market data set forth in this Draft Red Herring Prospectus has been obtained or derived from "Domestic Research report on Domestic Construction Sector" dated November 03, 2023 prepared and released by CARE Advisory Research & Training Limited and exclusively commissioned and paid by our Company for an agreed fee (the "**Company Commissioned CareEdge Report**") for the purposes of confirming our understanding of the industry in connection with the Offer. CARE Advisory Research & Training Limited was appointed by our Company on 11th October 2023. For details of risks in relation to the CareEdge Research Report, see "**Risk Factors – Certain sections of this Draft Red Herring Prospectus contain information from the Company Commissioned CareEdge Report, which has been commissioned and paid for by us, and any reliance on such information for making an investment decision in the Offer is subject to inherent risks. Further, there can be no assurance that third-party statistical, financial and other industry information mentioned in the CareEdge Report is complete, reliable or accurate**" on page 60. The Company Commissioned CareEdge Research Report is subject to the following disclaimer:

"This report is prepared by CARE Advisory Research and Training Limited (CareEdge Research). CareEdge Research has taken utmost care to ensure accuracy and objectivity while developing this report based on information available in CareEdge Research's proprietary database, and other sources considered by CareEdge Research as accurate and reliable including the information in public domain. The views and opinions expressed herein do not constitute the opinion of CareEdge Research to buy or invest in this industry, sector or companies operating in this sector or industry and is also not a recommendation to enter into any transaction in this industry or sector in any manner whatsoever.

This report has to be seen in its entirety; the selective review of portions of the report may lead to inaccurate assessments. All forecasts in this report are based on assumptions considered to be reasonable by CareEdge Research; however, the actual outcome may be materially affected by changes in the industry and economic circumstances, which could be different from the projections.

Nothing contained in this report is capable or intended to create any legally binding obligations on the sender or CareEdge Research which accepts no responsibility, whatsoever, for loss or damage from the use of the said information. CareEdge Research is also not responsible for any errors in transmission and specifically states that it, or its Directors, employees, parent company – CARE Ratings Ltd., or its Directors, employees do not have any financial liabilities whatsoever to the subscribers/users of this report. The subscriber/user assumes the entire risk of any use made of this report or data herein. This report is for the information of the authorised recipient in India only and any reproduction of the report or part of it would require explicit written prior approval of CareEdge Research.

CareEdge Research shall reveal the report to the extent necessary and called for by appropriate regulatory agencies, viz., SEBI, RBI, Government authorities, etc., if it is required to do so. By accepting a copy of this Report, the recipient accepts the terms of this Disclaimer, which forms an integral part of this Report.

Industry publications generally state that the information contained in such publications has been obtained from sources generally believed to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed, and their reliability cannot be assured. The data used in these sources may have been reclassified by us for the purposes of presentation. Data from these sources may also not be comparable. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates and assumptions that may prove to be incorrect.

The extent to which the market and industry data presented in this Draft Red Herring Prospectus is meaningful depends upon the reader's familiarity with and understanding of the methodologies used in compiling such 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 market and industry sources.

Time

Unless otherwise specified any references to time in this Draft Red Herring Prospectus are to Indian Standard

Time ("IST").

Notice to Prospective Investors in the United States

The Equity Shares have not been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Draft Red Herring Prospectus or approved or disapproved the Equity Shares. Any representation to the contrary is a criminal offence in the United States. In making an investment decision, investors must rely on their own examination of our Company and the terms of the Offer, including the merits and risks involved. The Equity Shares offered in the Offer have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold (a) 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 and referred to in this Draft Red Herring Prospectus as "**U.S. QIBs**"; for the avoidance of doubt, the term U.S. QIBs does not refer to a category of institutional investor defined under applicable Indian regulations and referred to in this Draft Red Herring Prospectus as "**QIBs**") in transactions exempt from the registration requirements of the U.S. Securities Act and (b) outside of the United States in offshore 25 transactions as defined in and in compliance with Regulation S and the applicable laws of the jurisdiction where those offers and sales are made.

The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be issued or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

[Remainder of this page has been intentionally left blank]

FORWARD-LOOKING STATEMENTS


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

These forward-looking statements are based on our current plans, estimates and expectations and actual results may differ materially from those suggested by such forward-looking statements. All forward looking statements are subject to risks, uncertainty, expectations, and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statements.

Actual results may differ materially from those suggested by forward-looking statements due to risks or uncertainties associated with expectations with respect to, but not limited to, regulatory changes pertaining to the industry 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 which have an impact on Our business activities or investments, the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally, changes in laws, regulations and taxes and changes in competition in the industry and incidents of any natural calamities and/or acts of violence. Certain important factors that could cause actual results to differ materially from Our Company's expectations include, but not limited to the following:

- Though our order book has substantial contracts with unrelated entities and for construction projects, we do not have a large exposure to work orders or EPC contracts outside our Promoter Group entities and Group Companies and we have minimal experience in dealing with unrelated third-party entities and this will pose obstacles and challenges in our growth as a construction company. Further, if we are unable to succeed as a developer or contractor outside of our promoter group entities and group companies our long-term growth, results of operation and profits could be limited.
- Our Company had negative cash flow in recent fiscals, details of which are given below. Sustained negative cash flow could adversely impact our business, financial condition and results of operations.
- Our Company is evolving from an intra-group contractor, providing construction services to group entities and Promoter Related entities (where our group entities and corporate Promoters bid for third party civil construction contracts) into a larger contractor and developer entering into contracts with unrelated third parties and faces challenges inherent in dealing with unknown and unrelated entities and previously unexplored construction industry space. In the event we suffer losses, delays and other setbacks in such transactions, individually or in the aggregate, these will have an adverse effect on our financial condition and results of operation and also limit our growth outside our Promoter Group related entities and Group Companies.
- Some of our Promoters Group Entities 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, this may adversely affect our growth, business operations and the financial condition of our Company.
- Our Company has in the past entered into related party transactions with our Promoter, Promoter Group Companies, and Group Companies may continue to do so in the future. There can be no assurance that their risks or liability will not fall on our Company. Further, there can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operations.
- In addressing the discrepancies related to the allotment of securities, our company has proactively

- initiated the compounding process to rectify the errors pertaining to allotment.
- Our financial condition may be materially and adversely affected if we fail to obtain new contracts or our current contracts are terminated or face delays in commencement.
 - We enter into various contracts / 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.
 - We do not own our Registered Office and have taken the same on leave and license basis from M/s Artemis Electricals and Projects Limited. Any revocation or adverse changes in the terms of the leave and license may have an adverse effect on our business, prospects, results of operations and financial condition.
 - We rely on various third parties for their services and the supply of raw materials to our projects and factors affecting the performance of their obligations could adversely affect our reputation and business and revenues from our operations. Though under several EPC contracts we are responsible for procuring and maintaining approvals, since we subcontract the work in parts to several subcontractors, it is the subcontractors who maintain the approvals for all materials and labour and services as provided to us, hence exposing us to the risk of our sub-contractor default and non-compliance with applicable laws and regulations for the same.
 - We do not own our Registered Office and have taken the same on leave and license basis from our promoter group entity, M/s Artemis Electricals and Projects Limited. Any revocation or adverse changes in the terms of the leave and license may have an adverse effect on our business, prospects, results of operations and financial condition.
 - Changes in laws and regulations relating to the sectors/areas in which we operate
 - 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;
 - 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;
 - Conflict of Interest with affiliated companies, the promoter group and other related parties;
 - Our contingent liabilities could materially and adversely affect our business, results of operations and financial condition
 - Order Book may not clearly represent our future results and our actual revenue may be significantly less than the estimates reflected in our Order Book, which could adversely affect our results of operations;
 - Our operations necessitate substantial working capital. Should our cash flows be inadequate for meeting these needs, it could negatively impact our operational outcomes. Absence of large projects and dependence on small developers;
 - There are pending litigations against our Company, Promoters and our Subsidiaries. Any adverse decision in such proceedings may render us / them liable to liabilities / penalties and may adversely affect our business, results of operations and financial condition.
 - We have undertaken a real estate project in Mumbai and propose to do the same in future. Given our lack of experience in real estate development and sales, if we fail to succeed as a developer, it could negatively affect our operational results and financial stability;
 - Our business success and profitability heavily rely on the dynamics of the Indian real estate market, especially in the Mumbai Metropolitan Region (MMR). Fluctuations in the MMR market could impact our ability to sell our projects and set unit prices effectively, potentially leading to adverse effects on our operational outcomes and financial health;
 - Changes in political and social conditions in India, the monetary and interest rate policies of India and other countries;
 - Changes in government policies and regulatory actions that apply to or affect our business;
 - Our failure to keep pace with rapid changes in technology;
 - The performance of the financial markets in India and globally;
 - Discrepancies in some of our corporate records relating to forms filed with the Registrar of Companies, may potentially leading to adverse effects on our operational outcomes and financial health;

- There have been instances of delay in filing of GST, ESIC and PF returns of the Company. We may be subject to regulatory actions and penalties for any such delays and our business, financial condition and reputation may be adversely affected.
- Our operations are subject to risks of mishaps or accidents that could cause damage or loss to life and property. In the past there have been an instance of fatal accident in one of our project locations. Any such fatal accident or incident causing damage or loss to life and property in future could negatively affect our reputation, thereby making it more difficult for us to conduct our business operations effectively;
- Our name and logo  are not registered as a trademark. However, we have applied for trademark registration under class 37 of Trademarks Act, 1999. Maintaining the reputation of our corporate name, logo and the goodwill associated with these trademarks is material to our success. If we are unable to protect our intellectual property rights, our business, financial condition and results of operations may be adversely affected
 - The occurrence of natural disasters or calamities;
 - Failure to successfully upgrade our products and service portfolio, from time to time;
 - Specific approvals and licenses are required for regular business operations. Failure to obtain, renew, or update these necessary registrations could negatively impact our business activities, operational results, and financial health;
 - We may be subject to liability claims or claims for damages or termination of contracts with Developers for failure to meet project completion timelines or defective work, which may adversely impact our profitability, cash flows, results of operations and reputation.
 - We may be subject to liability claims or claims for damages or termination of contracts with Developers for failure to meet project completion timelines or defective work, which may adversely impact our profitability, cash flows, results of operations and reputation.
 - We rely on various third parties for their services and the supply of raw materials to our Contracts and factors affecting the performance of their obligations could adversely affect our reputation and business and revenues from our operations.
 - We are subject to counterparty credit risk and any delay in receiving payments or non-receipt of payments may adversely impact our results of operations.

For further discussion regarding factors that could cause actual results to differ from our estimates and expectations, see "*Risk Factors*", "*Industry Overview*", "*Our Business*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" on pages 34, 123, 147 and 272, respectively of this Draft Red Herring Prospectus. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual gains or losses could materially differ from those that have been estimated.

Forward-looking statements reflect our current views as of the date of this Draft Red Herring Prospectus and are not a guarantee of future performance. These statements are based on our management's beliefs, assumptions, current plans estimate, expectations 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.

We cannot assure investors that the expectations reflected in these forward-looking statements will prove to be correct. Given these uncertainties, investors cautioned not to place undue reliance on such forward-looking statements and not to regard such statements as a guarantee of future performance.

Neither our Company, our Promoters, our Directors, KMPs, the Selling Shareholders, the Market Maker, the Syndicate Members nor any of their respective affiliates or advisors have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

In accordance with the requirements of SEBI, our Company shall ensure that investors in India are informed of material developments pertaining to our Company and the Equity Shares from the date of this Draft Red Herring Prospectus until the time of grant of listing and trading permission by the Stock Exchanges. The Selling

Shareholders shall ensure (through our Company and the BRLM) that the investors in India are informed of material developments in relation to statements specifically confirmed or undertaken by the Selling Shareholders in the Draft Red Herring Prospectus, the Red Herring Prospectus, and this Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges. Only statements and undertakings which are specifically confirmed or undertaken by the Selling Shareholders in this Draft Red Herring Prospectus shall be deemed to be statements and undertakings made by the Selling Shareholders.

[Remainder of this page has been intentionally left blank]

SUMMARY OF THE OFFER DOCUMENT

This section is a general summary of the terms of the offer and of certain disclosures included in this Draft Red Herring Prospectus and is not exhaustive, nor does it purport to contain a summary of all the disclosures in this Draft Red Herring Prospectus or all details relevant to prospective investors. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Draft Red Herring Prospectus, including the sections titled "Risk Factors", "Our Business", "Industry Overview", "Capital Structure", "The Offer", "Objects of the Offer", "Our Promoter and Promoter Group", "Financial Information", "Outstanding Litigation and Other Material Developments", "Management's Discussion and Analysis of Financial Condition and Results of Operation", "Offer Structure", "Main Provisions of the Article of Association" and "Offer Procedure" on pages 34, 147, 123, 88, 79, 104, 205, 220, 285, 272, 314, 341 and 319 respectively of this Draft Red Herring Prospectus.

Primary business of our Company

We are a civil construction and engineering company based in Mumbai. We are involved in several projects for residential, commercial, residential cum commercial, hospitality, infrastructure and industrial projects. We further provide additional services for infrastructure and also hospitality projects. Our capabilities include constructing concrete building structures as well as composite steel structures. We also provide O&M and MEP services and finishing works as a part of our construction services. Hence, we offer complete civil construction and additional services under our banner.

Industry in which our Company operates

The construction sector is the country's second-largest economic segment after Agriculture. The sector contributed 8.4% to the national GVA (at constant price) in FY23. The order book of construction companies is dependent upon the capital expenditure in the economy. Broadly, the investments can be classified into infrastructure, real estate and industrial construction. Historically, infrastructure creation, spread across sectors such as roads and highways, telecom, airports, ports, power, oil and gas and railways has dominated the investments. Increase in infrastructure demand & government initiative shows the potential for catapulting India to the third largest construction market globally. The sector is expected to contribute 15% to the Indian economy by 2030. (Source: Company Commissioned CareEdge Research Report).

Names of our Promoters

As on the date of this Draft Red Herring Prospectus, our Promoters are Pravinkumar Brijendra Kumar Agarwal, PKH Ventures Limited and Makindian Township Private Limited. For further details, see "Our Promoter and Promoter Group" on page 205.

The Offer Size

The following table summarizes the details of the Offer size.

Offer⁽¹⁾⁽²⁾	Up to 2,78,00,000 Equity Shares for cash at price of ₹[●] per Equity Share (including a premium of ₹ [●] per Equity Share), aggregating up to ₹ [●] lakh
of which	
(i) Fresh Issue⁽¹⁾	Up to 1,83,00,000 Equity Shares aggregating up to ₹ [●] lakh
(ii) Offer for Sale⁽²⁾	Up to 95,00,000 Equity Shares aggregating up to ₹ [●] lakh by the Promoter Selling Shareholder

⁽¹⁾ The Offer has been authorized by a resolution of our Board dated December 30, 2023 and the Fresh Issue has been authorized by a special resolution of our Shareholders, dated January 24, 2024.

⁽²⁾ Promoter Selling Shareholder has authorized and consented to the sale of the Offered Shares in the Offer for Sale. Our Board has taken on record the approval for the Offer for Sale by the Promoter Selling Shareholder pursuant to a resolution at its meeting held on December 30, 2024. For details on the authorization of the Promoter Selling Shareholder in relation to the Offered Shares, see "Other Regulatory and Statutory Disclosures" on page 297.

The Offer shall constitute 29.88% of the post-Offer paid up Equity Share capital of our Company.

The Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 31 of the SEBI ICDR

Regulations, through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein not more than 50% of the Offer shall be allocated on a proportionate basis to QIBs, provided that our Company may in consultation with the Lead Manager, 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 domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of undersubscription, or non-allotment 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 QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. Further, not less than 15% of the Offer shall be available for allocation to Non-Institutional Bidders out of which (a) one third of such portion shall be reserved for Non-Institutional Bidders with Bid size exceeding ₹ 200,000 and up to ₹ 1,000,000; and (b) two third of such portion shall be reserved for Non-Institutional Bidders with Bid size of more than ₹1,000,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to Non Institutional Bidders in the other sub-category of Non-Institutional Bidders and not less than 35% of the Offer shall be available for allocation to RIBs in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price.

For further details, see "*The Offer*" and "*Offer Structure*" on pages 79 and 314, respectively.

Objects of the Offer

Our Company intends to utilize the Net Proceeds to meet the following Objects:

Particulars	Amount
Funding the working capital requirement of the Company	[●]
General corporate purposes including unidentified inorganic acquisition ⁽¹⁾⁽²⁾	[●]
Total	[●]

(₹ in lakh)

**To be finalised upon determination of the Offer Price as updated in the Prospectus prior to its filing with the RoC.*

⁽¹⁾ *The amount utilised for general corporate purposes and where the company has not identified acquisition or investment target shall not exceed 35% of the Gross Proceeds.*

⁽²⁾ *The amount unidentified inorganic growth shall not exceed 25% of the Gross Proceeds.*

For further details, please see "*Objects of the Offer*" on page 104.

Aggregate pre-Offer Shareholding of our Promoters, our Promoter Group and our Promoter Selling Shareholder

As on the date of this Draft Red Herring Prospectus, the aggregate pre-Offer shareholding of our Promoters, Pravinkumar Brijendra Kumar Agarwal, PKH Ventures Limited (who is also the Promoter Selling Shareholder) and Makindian Township Private Limited and our Promoter Group as a percentage of the pre-Offer paid-up Equity Share capital of our Company is set out below:

Sr. No.	Name of Shareholder	No. of Equity Shares	% of total pre-Offer paid up Equity Share capital
Promoter (A)			
1	Pravinkumar Brijendra Kumar Agarwal	60	Negligible
2	PKH Ventures Limited – also the selling shareholder	5,76,00,430	77.07
3	Makindian Township Private Limited	1,47,60,000	19.74
Total (A)		7,47,41,502	96.81
Promoter Group (other than our Promoter) (B)			
3	Aroma Coffees Private Limited	60	Negligible
4	Ayesspea Holdings and Investments Private Limited	60	Negligible
6	Jyotsna Agarwal	60	Negligible
Total (B)		180	Negligible
Total (A) + (B)		7,47,41,682	100.00

For further details, see "*Capital Structure*" at page 88.

Summary of Restated Financial Statements

The following details are derived from the Restated Financial Statements:

(₹ in lakh, except percentage and ratios)

Particulars	As at and for the Financial Year / Period ended			
	July 31, 2023	March 31, 2023	March 31, 2022	March 31, 2021
Equity Share capital	1,245.70	1,245.70	1,245.70	1,245.70
Other equity	7,877.61	7,015.48	2,933.34	1,055.29
Net worth	9,123.30	8,261.18	4,179.04	2,300.99
Revenue from operations	3,642.07	16,068.76	7,702.08	7,195.52
Profit after tax for the period / years	862.12	4,079.53	1,878.22	927.78
Restated total comprehensive income for the period / years	862.12	4,082.14	1,878.05	927.58
Earnings per Equity Share (basic and diluted)*	1.15	5.46	2.51	1.24
Net asset value (per Equity Share)**	12.21	11.05	5.59	3.08
Total borrowings	17.95	19.29	1,199.02	1,499.87

*The Earnings per equity share for the four month period ended July 31, 2023 not annualized. Accounting and other ratios are derived from the Restated Financial Statement.

** Net Asset Value per Equity Shares is computed as Net-Worth / Total nos. of Equity Shares outstanding as on date of filing of this DRHP

For further details, see "*Restated Financial Statements*" on page 220.

Auditor Qualifications or Adverse Remarks

There are no auditor qualifications which have not been given effect to in the Restated Financial Statements except which are non-quantifiable.

For further details, see "*Restated Financial Statements*" on page 220.

Summary of Outstanding Litigation

A summary of outstanding litigation proceedings involving our Company, Promoter, Directors, Subsidiaries, and Group Companies as on the date of this Draft Red Herring Prospectus as disclosed in the section titled "*Outstanding Litigation and Other Material Developments*" on page 285, in terms of the SEBI ICDR Regulations and the Materiality Policy is provided below:

Name of Entity	Number of Criminal Proceedings	Number of Tax proceedings	Number of Action taken by Statutory or Regulatory authorities	Disciplinary actions by the SEBI or stock Exchanges against our promoter	Number of Material civil litigations	Aggregate amount involved (₹ in lakh)
Company						
By our Company	Nil	Nil	Nil	Nil	Nil	Nil
Against our Company	Nil	Not ascertainable	Nil	Nil	1	1,534.73
Directors						
By our Directors	2	Nil	Nil	Nil	1	10,129.62
Against our Directors	3	10	Nil	Nil	Nil	95.74
Promoters						
By our Promoters	3	Nil	Nil	Nil	3	12,909.62

Name of Entity	Number of Criminal Proceedings	Number of Tax proceedings	Number of Action taken by Statutory or Regulatory authorities	Disciplinary actions by the SEBI or stock Exchanges against our promoter	Number of Material civil litigations	Aggregate amount involved (₹ in lakh)
Against our Promoters	4	Not ascertainable	4	Nil	1	3,678.91
Group Companies						
By our Group Companies	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Against our Group Companies	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Subsidiaries*						
By our Subsidiaries	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Against our Subsidiaries	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

*As on date of this Draft Prospectus, Our Company does not have any Subsidiaries.

Risk Factors

Investors should see "**Risk Factors**" on page 34 to have an informed view before making an investment decision.

Summary of Contingent Liabilities

Our Company does not have any contingent liabilities as on July 31, 2023.

Related Party Transactions

We have entered into related party transactions with related parties. A summary of the related party transactions entered into by us for the four month ended July 31, 2023 and for the Financial Years 2023, 2022 and 2021 is detailed below:

Name of the Related Party	Nature of the Transaction	As at and for the Financial Year / period ended			
		July 31, 2023	March 31, 2023	March 31, 2022	March 31, 2021
Artemis Electricals and Projects Limited	Revenue from Operations	352.35	2,664.12	182.02	-
Eternal Building Assets Private Limited	Revenue from Operations	1073.16	2274.17	4629.49	2,401.93
Shree Umiya Builders & Developers	Revenue from Operations	-	9,384.54	1,862.67	-
Garuda Urban Remedies Limited	Revenue from Operations	235.50	-	-	-
PKH Ventures Limited	Revenue from Operations	-	127.01	-	-
Electro Force (India) Limited	Revenue from Operations	-	754.06	-	-
Pravin Kumar Agarwal	Other Current Liabilities (Net)	-	-	(1.58)	1.58
Jyotsna Agarwal	Other Current Liabilities (Net)	-	-	-	0.10
Dforce Electro Werke Private Limited	Other Current Liabilities (Net)	-	-	-	(28.92)

Faiza Hospitality & Catering Services	Other Current Liabilities (Net)	-	-	-	(12.00)
Garuda Aviation Services Private Limited	Other Current Liabilities (Net)	-	-	-	(12.08)
PKSS Infrastructure Limited	Other Current Liabilities (Net)	-	-	-	(7.00)
Artemis Electricals and Projects Limited	Labour and work contract charges	1,135.55	627.26	1,696.60	2,385.84
Shree Umiya Builders & Developers	Labour and work contract charges	-	-	450,00	-
Electro Force (India) Limited	Labour and work contract charges	-	99.41	-	-
Seven Hills Buildcon Private Limited	Labour and work contract charges	-	-	-	350.00
Magnolia Buildcon Private Limited	Labour and work contract charges	-	-	-	259.26
Pravin Kumar Agarwal	Business Advance given (Net)	-	-	-	(76.17)
Electro Force (India) Limited	Business Advance given (Net)	-	-	0.35	(2.50)
Golden Chariot Retreat & Infra Private Limited	Business Advance given (Net)	(70.00)	(33.35)	(113.54)	(13.24)
N S Patil Developers Private Limited	Business Advance given (Net)	0.35	540.00	40.40	0.09
Ayesspea Holdings and Investments Private Limited	Business Advance given (Net)	151.26	(613.79)	(269.60)	(1,310.80)
Kwality Marbles & Handicrafts I Private Limited	Business Advance given (Net)	1.35	0.43	(0.30)	(1.00)
Makindian Township Private Limited	Business Advance given (Net)	526.24	8.66	634.10	-
Aroma Coffees Private Limited	Business Advance given (Net)	-	-	-	(113.00)
Garuda Sports Venture Private Limited	Business Advance given (Net)	-	-	-	(6.17)
Garuda Lifestyle Private Limited	Business Advance given (Net)	-	-	-	(41.73)
P. K. Hospitality Spl & Sanjay Khanvilkar JV	Business Advance given (Net)	-	-	-	(61.24)
P. K. Global Trends Private Limited	Business Advance given (Net)	-	-	-	(52.70)
Poonam Anjali Ventures Private Limited	Business Advance given (Net)	-	-	-	(0.48)

Rudraksh Landscapes Private Limited	Business Advance given (Net)	-	-	-	(1.30)
Seashell Ventures Private Limited	Business Advance given (Net)	-	-	-	(0.63)
Shree Umiya Builders & Developers	Business Advance given (Net)	-	-	-	122.68
Seven Hills Buildcon Private Limited	Business Advance given (Net)	-	-	-	(359.23)
PKH Ventures Limited	Business Advance given (Net)	100.49	(159.23)	159.23	(1,804.81)
Jyotsna Agarwal	Rent Paid	-	-	15.00	-
Artemis Opto Electricals Technologies Private Limited	Sale of Investments	-	-	-	300.75
Garuda Buildinfra Private Limited	Sale of Investments	-	-	-	1.00
GLS Electrovision Private Limited	Sale of Investments	-	-	-	269.67
Kwality Marbles & Handicrafts India Private Limited	Sale of Investments	-	-	-	183.42
Eternal Building Assets Private Limited	Advance from Customer	-	-	(2,185.54)	-
Artemis Electricals and Projects Limited	Advance from Customer	-	600.16	-	-
Electro Force (India) Limited	Advance from Customer	1,007.71	-	-	-
Eternal Building Assets Private Limited	Changes in mobilization Advance	-	-	(2,185.54)	-
Shree Umiya Builders & Developers	Changes in mobilization Advance	-	-	-	(25.47)
Golden Chariot Retreat & Infra Private Limited	Capital Advance	850.00	850.00	850.00	850.00
Golden Chariot Retreat & Infra Private Limited	Business Advances Given	124.41	194.41	227.75	341.29
NS Patil Developers Private Limited	Business Advances Given	1,385.94	1,385.59	845.59	805.19
Ayesspea Holdings and Investments Private Limited	Business Advances Given	334.58	181.53	795.32	1,064.92
Kwality Marbles & Handicrafts I Private Limited	Business Advances Given	106.03	104.68	104.25	104.55
Makindian Township Private Limited	Business Advances Given	1,169.00	642.76	634.10	-
Shree Umiya Builders & Developers	Business Advances Given	-	-	-	122.68
PKH Ventures Limited	Business Advances Given	1,819.27	1,717.89	159.23	-
Eternal Building Assets	Trade	1,138.02	832.64	1,891.59	2,373.47

Private Limited	Receivables				
Garuda ILES Joint Venture	Trade Receivables	-	49.41	74.19	74.19
Makindian Township Private limited	Trade Receivables	-	527.05	527.05	527.05
Garuda Urban Remedies Limited	Trade Receivables	166.63	-	-	-
Shree Umiya Builders & Developers	Trade Receivables	4,462.46	12,400.94	794.80	-
Jyotsna Agarwal	Other Current Liabilities	-	-	2.24	2.24
Artemis Electricals and Projects Limited	Trade Payables	1,079.12	-	3,460.28	4,732.08
Electro Force (India) Limited	Trade Payables	-	176.90	-	-
Golden Chariot Hospitality Services Private Limited	Trade Payables	-	-	-	191.85
Magnolia Buildcon Private Limited	Trade Payables	-	-	-	9.58
Artemis Electricals and Projects Limited	Advance from Customer	-	600.16	-	-
Electro Force (India) Limited	Advance from Customer	1,007.71	-	-	-
Eternal Building Assets Private Limited	Mobilisation Advance	-	-	-	2,185.54

For further details, see "Restated Financial Statements – Note 35 – Related Party Transactions" on page 255.

Details of all financing arrangements whereby the Promoters, members of Promoter Group, Directors and their relatives have financed the purchase by any other person of securities of the Company other than in the normal course of business of the financing entity during the period of six months immediately preceding the date of the Draft Red Herring Prospectus

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.

Weighted average price at which the specified securities were acquired by our Promoters and our Promoter Selling Shareholders, in the last one year

The weighted average price at which Equity Shares were acquired by our Promoters and Promoter Selling Shareholders in the one year preceding the date of this Draft Red Herring Prospectus is as follows:

Sr. No.	Name of the Promoter	Number of Equity Shares	Acquisition per Equity Share (in ₹) [#]
Promoter			
1	Pravinkumar Brijendra Kumar Agarwal	60	11.17
2	Makindian Township Private Limited	1,23,00,000	Nil
Promoter Selling Shareholder			
3	PKH Ventures Limited	4,99,84,535	Nil

[#]As certified by M/s Mittal Agarwal and Company, Chartered Accountants, by way of their certificate dated [●]

Average cost of acquisition of our Promoter and Promoter Selling Shareholder

The average cost of acquisition of Equity Shares for our Promoter and Promoter Selling Shareholder as on the date of the Draft Red Herring Prospectus is as set out below:

Sr. No.	Name of the Promoter	Number of Equity Shares	Average cost of acquisition per Equity Share (in ₹) [#]
Promoter			
1	Pravin Kumar Brijendra Kumar Agarwal	60	-4632.75
2	Makindian Township Private Limited	1,47,60,000	0.81
Promoter Selling Shareholder			
3	PKH Ventures Limited	5,76,00,490	-1.25

[#]As certified by M/s Mittal Agarwal and Company, Chartered Accountants, by way of their certificate dated 31st January, 2024

For further details of the average cost of acquisition our Promoter Selling Shareholder, see "*Capital Structure – Build-up of our Promoter’s shareholding in our Company*" on page 96.

Weighted average cost of acquisition of all Equity Shares transacted by the shareholders in the three years, eighteen months and one year preceding the date of this Draft Red Herring Prospectus

The weighted average price for all Equity Shares acquired by the Promoters, members of the Promoter Group, the Promoter Selling Shareholders and other shareholders with rights to nominate Directors or any other rights in the last one year, eighteen (18) months and three year preceding the date of this Draft Red Herring Prospectus is set forth below:

Period	Weighted average cost of acquisition (WACA) [@] (in ₹)	Cap Price Band is ‘X’ times the Weighted Average Cost of Acquisition [@]	Range of acquisition price Lowest Price-Highest Price (in ₹)
Last 3 years	3.03	[●]	[●]
Last 18 months	3.09	[●]	[●]
Last 1 year	3.09	[●]	[●]

[@]To be included on finalization of Price Band

As certified by M/s Mittal Agarwal and Company, Chartered Accountants, by way of their certificate dated 31st January, 2024

Details of pre-IPO placement

Our Company is not contemplating a pre-IPO placement.

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

Except for the bonus issue on September 05, 2023 as disclosed in "*Capital Structure – Notes to the Capital Structure – Equity Shares*" on page 88, our Company has not issued any Equity Shares in the last one year preceding the date of this Draft Red Herring Prospectus for consideration other than cash or through a bonus issue.

Split or Consolidation of Equity Shares in the last one year

Our Company has undertaken split of the Equity Shares in the one year preceding the date of this Draft Red Herring Prospectus on September 06, 2023 by sub-dividing the existing 1 (one) equity shares of our Company having face value of ₹10 each in the Authorized Equity Share Capital of our Company into 2 (Two) Equity Shares having a face value of ₹5 each, disclosed in "*Capital Structure – Notes to the Capital Structure – Equity Shares*" on page 88.

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

Our Company has not applied for any exemption from complying with any provisions of securities laws by SEBI from complying with any provisions of securities laws, as on the date of this Draft Red Herring Prospectus.

[Remainder of this page has been intentionally left blank]

SECTION II – RISK FACTORS

An investment in equity shares involves a high degree of risk. You should carefully consider all the information in this Draft Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in the Equity Shares. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business, results of operations, cash flows and financial condition could suffer, the price of the Equity Shares could decline, and you may lose all or part of your investment. We have described the risks and uncertainties that we believe are material, but these risks and uncertainties may not be the only risks relevant to us, the Equity Shares, or the industry in which we currently operate or propose to operate in. In making an investment decision, prospective investors must rely on their own examination of us and the terms of the Offer including the merits and risks involved. Prospective investors should consult their tax, financial and legal advisors about consequences on them of an investment in the Offer. The financial and other related implications of the risk factors, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where the financial impact is not quantifiable and, therefore, such financial impact cannot be disclosed in such risk factors. 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.

*Our financial year ends on March 31 of each year, so all references to a particular “financial year” are to the 12-months period ended March 31 of that financial year. All references to a year are to that Financial Year, unless otherwise noted. Unless otherwise indicated, the financial information included herein is based on our Restated Financial Statements included in this Draft Red Herring Prospectus. For further information, please see “**Restated Financial Statements**” on page 220. We have, in this Draft Red Herring Prospectus, included various operational performance indicators, some of which may not be derived from our Restated Financial Statements and may not have been subjected to an audit or review by our Statutory Auditors. The manner in which such operational performance indicators are calculated and presented, and the assumptions and estimates used in such calculation, may vary from that used by other companies in same business as of our Company in India and other jurisdictions. Investors are accordingly cautioned against placing undue reliance on such information in making an investment decision and should consult their own advisors and evaluate such information in the context of the Restated Statements and other information relating to our business and operations included in this Draft Red Herring Prospectus.*

*This Draft Red Herring Prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Draft Red Herring Prospectus. See section “**Forward-Looking Statements**” on page 21.*

*The industry-related information contained in this section is derived from the Company Commissioned CareEdge Report or extracts of the Company Commissioned CareEdge Report and was exclusively commissioned and paid by our Company for an agreed fee in connection with the Offer. We commissioned the report from Care Advisory Research and Training Limited for the purposes of confirming our understanding of the industries in connection with the Offer (“**Company Commissioned CareEdge Report**”). CARE Advisory Research & Training Limited was appointed by our Company on [●].*

*To obtain a complete understanding, prospective investors should read this section in conjunction with the sections “**Our Business**”, “**Industry Overview**” and “**Management’s Discussion and Analysis of Financial Condition and Results of Operations**” on pages 147, 123, and 272 respectively, as well as the other financial and statistical information contained in this Draft Red Herring Prospectus.*

INTERNAL RISKS

- 1. Though our order book has substantial contracts with unrelated entities and for construction projects, we do not have a large exposure to work orders or EPC contracts outside our Promoter Group entities and Group Companies and we have minimal experience in dealing with unrelated third-party entities and this will pose obstacles and challenges in our growth as a construction company. Further, if we are unable to succeed as a developer or contractor outside of our promoter group entities and group companies our long-term growth, results of operation and profits could be limited.*

Though we are a construction company having predominantly Group Company and Promoter associated construction business, we are venturing into third party contracts for further growth and increased business. However, this is an unexplored area and we are exposed to risks of non-performance and lossmaking ventures and delays on account of our lack of experience in dealing with entities outside our group.

For instance, we (as a joint developer) have entered into Memorandum of Understanding with M/s Aadi Developers as a joint developer for development and construction of residential building in MMR dated January 22, 2024. Further, as a developer we have entered into Construction and Management Agreement dated March 20, 2019 for the development rights to develop residential cum-commercial project known as 'Trinity Oasis'. The area of the land to be developed is 993.31 sq. mts. We have taken the responsibility of implementing and executing the project including the rehab component and the free component. The development of this project *inter alia* includes payment of arrears of rent to the land owner/trust and tenants; liaison with MHADA, MCGM and Government of Maharashtra and other government authorities for approvals; appoint architects, consultants and other professionals for the project and allot and sale the free sale component premises.

We have no experience in the development and sale of residential and commercial building and this lack of experience as a developer exposes us to various risks such as (i) lack of trust by the potential purchasers of our units as to the Amritsar Project with our Promoter (as and when it commences) and Mumbai redevelopment project; (ii) receipt of all approvals from relevant government authorities for the project; (iii) local area risks, as we have undertaken civil construction of real estate projects mostly in and around Mumbai; (iv) perception risks as to being complete outsiders by the potential purchasers and investors in the project; and (v) internal risks as to execution of the project and such other risks associated with real estate development (vi) counterparty risks, where our co-developer may delay or default in its obligations.

We may have to make significant investments of time and resources, and may face new and difficult technological, operational and compliance challenges which may lead to higher costs than what we have historically experienced. We will also need to understand and comply with various new requirements applicable to us in this line of activity. If we experience disruptions, failures, or other issues, our business may be materially and adversely affected and it could damage our reputation, and limit our growth, business and prospects. We cannot assure you that our expansion as a developer or main contractor will recoup our investments in a timely manner, or at all. Furthermore, expanding our operations as a developer may subject our business to increased competition from other developers or market participants that have greater experience in the local markets than we do; changes to the way we do business as compared with our current operations and difficulties in staffing, recruiting and retaining qualified employees.

In the event of failure of the project and lack of adequate sales to cover even our estimated costs of the project, may affect our results of operations and financial condition. Further, adverse experiences and delays with counterparties not linked to our Group Companies or our Promoters will hamper our growth and limit our potential to expand thereby increasing our reliance on our Promoter companies and Group entities for future work orders.

2. ***Our Company had negative cash flow in recent fiscals, details of which are given below. Sustained negative cash flow could adversely impact our business, financial condition and results of operations.***

Particulars	<i>(Rs. in lakhs)</i>			
	As on July 31, 2023	As on March 31, 2023	As on March 31, 2022	As on March 31, 2021
Cash flow from operating activities	(258.85)	1225.57	1291.68	619.04
Cash flow from investing activities	(161.47)	(211.30)	(115.65)	1211.36
Cash flow from financing activities	(1.96)	(1218.05)	(508.23)	(1824.29)

Cash flow of a Company is a key indicator to show the extent of cash generated from operating activities, investing activities and financing activities to meet its capital expenditure, pay dividends, repay loans

and make new investments without raising finance from external resources. If we are not able to generate sufficient cash flow, it may adversely affect our business and financial operations. For further details please refer to the section titled “*Financial Statements as Restated*” and chapter titled “*Management's Discussion and Analysis of Financial Conditions and Results of Operations*” beginning on page no. 220 and page no. 272 respectively, of this Draft Red Herring Prospectus.

- 3. Our Company is evolving from an intra-group contractor, providing construction services to group entities and Promoter Related entities (where our group entities and corporate Promoters bid for third party civil construction contracts) into a larger contractor and developer entering into contracts with unrelated third parties and faces challenges inherent in dealing with unknown and unrelated entities and previously unexplored construction industry space. In the event we suffer losses, delays and other setbacks in such transactions, individually or in the aggregate, these will have an adverse effect on our financial condition and results of operation and also limit our growth outside our Promoter Group related entities and Group Companies.***

Though historically we have been an in-house construction company for our group related entities, where our group entities and corporate Promoters bid for third party civil construction contracts (*private sector as well as where Government entities have a requirement where the bidding is as per publicly available tender documents and the Governments tendering process in certain cases*), we are directly venturing into contracts with unrelated third parties and we are taking on a larger role of a residential developer. The business model of our Company in relation to our group entities and promoter related entities is that of our Group entities and bidding for third party contracts as per the bidding process as and where applicable or procuring third party civil construction contracts, where we are appointed as a contractor under an EPC contract basis. For more details of our relationship with our promoter related entities see the chapter “*Our Promoter and Promoter Group*” on page no. 205 of this Draft Red Herring Prospectus.

Further, in our present order book, our ongoing projects with Group Companies and Promoter Related entities form 36.82% of our total ongoing projects. This shows a heavy reliance on intra-group work orders and contracts. However, we are evolving into new construction areas where we are required to deliver our scope as a joint developer in redeveloping residential projects and this includes part sale of the premises. We are also venturing into the industrial space of building dams, which is distinct from our earlier projects of commercial and residential space. Presently, our contracts/ work orders with unrelated entities form 63.18% of our total ongoing projects. Even indirectly, in our group entity related business the underlying third party for whom our construction services is provided is an unrelated third party, in several cases being public sector entities who invite bids vide a public tender process (*where are group entities have been selected as per the bidding process in certain cases*). We are venturing into third party contracts for further growth and increased business. We have historically benefited from our Promoter and our group strategy of procuring large scale construction contracts where they are the bidders who bid solely or in consortium with other entities and subsequently, we have been engaged as a contractor or subcontractor for projects awarded to the relevant group entity. Hence our reputation in the construction industry has grown wide reference and we are in a position to procure work with unrelated entities on a wider scale and in newer contractual formats such as joint development agreements. However, this is an unexplored area and we are exposed to risks of non-performance and loss-making ventures and delays on account of our lack of experience in dealing with entities outside our group. If we are unable to succeed as a developer or contractor outside of our promoter group entities and Group Companies our long-term growth, results of operation and profits could be adversely affected.

- 4. Some of our Promoter Group Entities 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, this may adversely affect our growth, business operations and the financial condition of our Company.***

Some of our Promoter Group entities and Group Companies such as Shree Umiya Builders & Developers and Artemis Electricals and Projects Limited, 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 any of these entities.

As on date none of our Promoter Group entities and 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. Though our Promoter Group entities and Group Companies are required for the formation of SPVs and project specific entities for bidding as developers and contractors, 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 **“Our Promoter and Promoter Group”** on page no. 205 of this Draft Red Herring Prospectus.

5. ***Our Company has in the past entered into related party transactions with our Promoter, Promoter Group Companies, and Group Companies may continue to do so in the future. There can be no assurance that their risks or liability will not fall on our Company. Further, there can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operations.***

In the ordinary course of business, we have entered into transactions with certain related parties. While we believe that all such transactions have been conducted on an arm’s length basis, there can be no assurance that we could not have achieved more favourable terms had such transactions been entered into with non-related parties. These transactions have been entered into with, among others, our Promoter, Promoter Group and Group Companies, our Managing Director and Chairman and typically relate to, among others, borrowings, sale and purchase of goods and services and certain other real estate property transactions with enterprises owned or significantly influenced by key management personnel or their relatives.

For further details, see **“Restated Financial Statements – Note 35 - Related Party Transaction”** beginning on page 255 of this Draft Red Herring Prospectus.

6. ***Identification of non-compliances/discrepancies with the provisions of Companies Act, 2013 and rules made thereunder in relation of allotment of securities.***

The analysis of the documents pertaining to allotment has revealed non-compliances/discrepancies relating to the two instances of allotment of securities via preferential allotments. The first instance involves the allotment of 2,50,000 equity shares on March 31, 2015, to Ayesspea Holdings and Investments Private Limited. This issue pertains to non-filing of PAS-4 with the Registrar of Companies (RoC), as mandated by Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the absence of opening/maintenances of separate bank account for receipt of funds and utilization of funds prior to allotment as mandated under section 42(6) of the Companies Act, 2013. The second instance pertains to the allotment of 30,00,000 equity shares on March 26, 2016, to Makindian Foods Private Limited, similar issues are identified, including the absence of opening/maintenances of separate bank account for receipt of funds and utilization of funds prior to allotment as mandated under section 42(6) of the Companies Act, 2013. In respect to the aforementioned non-compliances/discrepancy the company has already initiated the compounding/adjudication process to address these concerns. As per Section 42 of the Companies Act, 2013 penalty/fine/directions may be levied/issued, by the relevant authorities against our Company including its Directors, which could have a material impact on our financials.

7. ***Filing of Income Tax Return without payment of Self-Assessment Tax for the Assessment Year 2024-2025***

Our company has filed Income Tax Return for the Assessment Year 2024-2025 without the payment of

Self-Assessment Tax. As per section 140A (3), if the taxpayer fails to pay the self-assessment tax (either wholly or partly) or interest or fee, then, such taxpayer shall be treated as an assessee in default. In such a case, the penalty would be imposed by the assessing officer as per his discretion. Our company has / has not made the payment of the dues as on the date of filing of this Draft Red Herring Prospectus. As per section 221 of the Income Tax Act, penalty may be levied by the Assessing Officer as per his discretion. However, the Assessing Officer can waive off this penalty at his discretion if good and sufficient reason exists. Any interest or penalty on the same can materially affect the profits of the company adversely

8. ***Our financial condition may be materially and adversely affected if we fail to obtain new contracts or our current contracts are terminated or face delays in commencement.***

Our civil construction activities are undertaken for developers. The revenue from operations for the four-month period ended July 31, 2023, and for the Financial Years 2023, 2022 and 2021 were ₹ 3642.07 lakhs, ₹ 16068.76 lakhs, ₹ 7702.08 lakhs and ₹ 7195.52 lakhs, respectively, based on our Restated Financial Information which constituted 99.93%, 99.79%, 99.99% and 95.68% of our total revenues respectively. Our business, growth prospects and financial performance largely depends on our ability to obtain new contracts from developers and implementation of such contracts. There can be no assurance that we will be able to procure new contracts and execute existing contracts successfully. Our future results of operations and cash flows may fluctuate from time to time depending on the execution of our contracts. Contracts may be cancelled before or after commencement which may result in a change in our Order Book.

9. ***We enter into various contracts / 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. The agreement confers the rights on us to construct and develop the said project either for a fixed fee. Such projects involve 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.

10. ***We do not own our Registered Office and have taken the same on leave and license basis from M/s Artemis Electricals and Projects Limited. Any revocation or adverse changes in the terms of the leave and license may have an adverse effect on our business, prospects, results of operations and financial condition.***

Our company do not own our registered office. We previously executed a leave and license agreement, dated February 28, 2019, with Ms. Jyotsna Agarwal pertaining to its registered office located at 142, Garuda House, Upper Govind Nagar Malad (East), Mumbai 400 097, Maharashtra, India. It is imperative to note that this agreement is circumscribed by a finite validity period. Therefore, we decided to change the registered office from '142, Garuda House, Upper Govind Nagar Malad (East), Mumbai 400 097' to, '201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra'.

Simultaneously, our Company has executed a leave and license agreement dated January 23, 2024 for its new registered office with M/s Artemis Electricals and Projects Limited. 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. In case this arrangement is discontinued, it could lead to a disruption in operations which could have a material adverse impact on our business. 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*” on page 147 of this Draft Red Herring Prospectus.

- 11. *We rely on various third parties for their services and the supply of raw materials to our projects and factors affecting the performance of their obligations could adversely affect our reputation and business and revenues from our operations. Though under several EPC contracts we are responsible for procuring and maintaining approvals, since we subcontract the work in parts to several subcontractors, it is the subcontractors who maintain the approvals for all materials and labour and services as provided to us, hence exposing us to the risk of our sub-contractor default and non-compliance with applicable laws and regulations for the same.***

Upon engagement as a contractor, we further subcontract various aspects of our EPC contracts and though we continue to be liable under the contract to the developer or the main concessionaire, we have as a practice subcontracted various aspects and parts of the EPC contract to sub-contractors who execute the work for us. In the work orders we place with such sub contractors they are required to maintain all requisite approvals as per applicable laws, including but not limited to labour laws registrations. Our contracts obligate us to keep in place certain stage wise approvals for the project, workmen compensation policies and also procure labour with valid registrations under several applicable laws. Further, 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 sub-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. Hence, though we are liable under our contracts with our developers, we have ensured that our subcontractors adequately contract with us to provide sub-contracted services and maintain the requisite approvals. As on date there have been no non-compliances with regard to such approvals for labour or any other approval required to be procured for the project. Further, since in many cases, we do not directly hire the labour, we may face issues with the relevant authorities and the ability to direct such labourers for a particular work, over time or change in any work schedule. 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.

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

Our Order Book is as of the date of filing of this Draft Red Herring Prospectus, comprises the estimated revenues from the unexecuted portions of all the existing contracts. Further, the Order Book is calculated

on the basis of the aggregate contract value of our ongoing and upcoming contracts as of such date reduced by the value of work executed by us until such date. For the purpose of calculating the Order Book, we do not take into account any change in scope of work of our ongoing projects as of the relevant date, or the work conducted by us in relation to any such change in scope of work of such projects until such date. The manner in which we calculate and present the Order Book is therefore not comparable to the manner in which our revenue from operations is accounted. 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.

The Order Book information included in this Draft Red Herring Prospectus is duly certified by an Expert does not necessarily indicate our future revenues. The Order Book should not be considered in isolation as a substitute for performance. For details of the certificate from the Expert Please see page 159. As on the date of filing of this Draft Red Herring Prospectus, the Order Book was ₹ 1,44,554.94 lakhs. For further details, see "**Our Business - Details of the Order Book**" on page 159 of this Draft Red Herring Prospectus.

13. *Our business operations require significant working capital. If we experience insufficient cash flows to meet our working capital requirements, there may be an adverse effect on the results of our operations.*

A significant amount of working capital is required to finance the purchase of materials, mobilization of resources and other work on projects before consideration is received from our clients. We meet our working capital requirements through internal accruals and also through project specific indebtedness which we try and extinguish from the proceeds and revenues from the relevant project itself. The working capital requirement for Financial Years 2025 and 2026 are estimated at ₹ 12209.86 lakhs and for F.Y 2026 are estimated 14796.98 lakhs. An amount of ₹ 8000 lakhs and ₹ 2000 lakhs will be funded out of the Net Proceeds in Financial Years 2025 and 2026, respectively towards working capital requirements, whereas the balance would be arranged from our internal accruals. For further details, please see "**Objects of the Offer**" on page 104 of this Draft Red Herring Prospectus. The working capital requirement is based on certain assumptions, and accordingly, any change of such assumptions would result in changes to our working capital requirements. Further, the working capital requirements may increase if we undertake larger or additional projects or if there is a change in the payment terms. As a result, we may need to raise additional funds and seek borrowings to satisfy our working capital requirements.

Our working capital requirements were funded from bank borrowings and internal accruals, details of which for the four months period ended July 31, 2023 and Financial Years 2023, 2022 and 2021 are given as under:

(₹ in lakhs)					
Sr. No.	Particulars	Period ending July 31, 2023	Financial Year 2023	Financial Year 2022	Financial Year 2021
1.	Working Capital Requirement	6,764.13	5,764.98	2,689.61	4,067.26
2.	Working capital funding from bank	Nil	Nil	1,199.02	1,499.87
3.	Internal accruals	6,764.13	5,764.98	1,490.59	2,567.39

Hence, the success of our business operations depends on the access to adequate capital on the terms and conditions which are mutually acceptable to us and the banks/financial institutions. In case we are not able to meet our working capital requirements from internal accruals or by way of funding from banks / financial institutions, our projects may be subject to significant delays and cost overruns, and our business, financial condition and results of operations may be materially and adversely affected.

We receive progress payments and retention money from our 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. Our working capital position is therefore also dependent on the financial position of our clients. 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 is 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 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, increases in the amount of our receivables and short-term borrowings. All of these factors may result in an increase in the amount of our receivables and short-term borrowings and the continued increase in working capital requirements and if we experience insufficient cash flows to meet required payments on our working capital requirements, there may have an adverse effect on our financial condition and results of operations.

Further, any delay in release of our payments will result in non-closure of any indebtedness incurred for the specific project. Since our objective is to close all project specific indebtedness required for working capital from project revenues hence, our working capital requirement exposes us to delays and non-release of payments which prolong our indebtedness and materially adversely affect our business and operations.

14. *Our contracts are mostly of the nature of EPC contracts and we are exposed to inherent risks related to our contractual framework.*

Our contracts are of an EPC nature, wherein, as per the scope of our services we provide lock and key services as required, MEP and other finishing works as well. We also provide certain O&M services for our completed construction contracts. Our development agreements have certain specific provisions with regard to consideration and terms of payment factoring in sale of completed units, however the construction aspect is covered in an EPC contractual format. Some of the inherent risks prevalent in your contractual framework are provided below:

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 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.

Changes in the scope of work resulting in time delays and cost escalation:

In some cases, the main concessionaire or developer has the power to make variations, changes,

omissions, additions or substitution for the original specifications, drawings, designs and instructions that maybe necessary during the progress of the work. However, this is done at the sole discretion of the overlying authority or the main concessionaire or developer and shall be carried out by us and accordingly permits/approvals have to be extended in order to accommodate such requirements.

Forfeiture of performance security:

The main concessionaire or developer retains a part of the bid security/ security deposit as retention money and the same is released only after a certain period or post completion of the defects liability period. This money shall be used to take remedial measures in the work executed when necessary. In the event this is not released to us due to defective services or any default or dispute regarding the same the viability of the concerned project is materially affected.

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. This money shall be used to take remedial measures in the work executed when necessary. In the event this is not released to us due to defective services or any default or dispute regarding the same the viability of the concerned project is materially affected.

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 but the same varies from project to project basis.

Hence given the inherent contractual risks in our contractual format, we are exposed to damages, indemnity, forfeiture of retention moneys and forfeiture of performance security. Any fructification of these contractual risks will materially adversely affect our profitability on an individual and aggregated level and will affect the results of our operations.

15. *We require certain approvals and licenses in the ordinary course of business. Any failure to successfully obtain/renew/update such registrations may adversely affect our operations, results of operations and financial condition.*

We are governed by various laws and regulations for our business and operations. We are required, and will continue to be required, to obtain and hold relevant licenses, approvals and permits at state and central government levels for doing our business. Many of these approvals are granted for fixed periods of time and need renewal from time to time. 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. The approvals, licenses, registrations and permits obtained by us may contain conditions, some of which could be onerous 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 173 and 294 respectively of this Draft Red Herring Prospectus. Additionally, we are in the process of applying for renewal of certain approvals, licenses, registrations and permits, which need to be updated pursuant to change in name of the Company after conversion from private limited company to public limited company.

There can be no assurance that the relevant authority will issue an approval within the applicable time period or at all. Any delay in receipt or non-receipt of such approvals, licenses, registrations and permits could result in cost and time overrun or which could affect our related operations. Furthermore, under such circumstances, the relevant authorities may initiate penal action against us, restrain our operations,

impose fines/penalties or initiate legal proceedings for our inability to renew/obtain approvals in a timely manner or at all.

These laws and regulations governing us are increasingly becoming stringent and may in the future create substantial compliance or liabilities and costs. While we endeavour to comply with applicable regulatory requirements, it is possible that such compliance measures may restrict our business and operations, result in increased cost and onerous compliance measures, and an inability to comply with such regulatory requirements may attract penalty. For example, as we expand our services in the construction sector, more regulations will become applicable to us such as RERA etc. which are stringent and onerous in nature and we may not be able to comply with all such requirements. For further details regarding the material approvals, licenses, registrations and permits, which have not been obtained by our Company or are, pending renewal, see "**Government and Other Approvals**" on page 294– of this Draft Red Herring Prospectus.

Furthermore, we cannot assure you that the approvals, licenses, registrations and permits issued to us will not be suspended or revoked in the event of non-compliance or alleged non-compliance with any terms or conditions thereof, or pursuant to any regulatory action. Any suspension or revocation of any of the approvals, licenses, registrations and permits that has been or may be issued to us may affect our business and results of operations.

Additionally, we must obtain approvals at various stages for our projects, including upon completion of the respective projects or phases thereof. Such approvals typically include, and other applicable (*if any*) project specific approvals. For details of our Projects, see "**Our Business**" beginning on page 147 of this Draft Red Herring Prospectus.

16. *Our Company has completed many projects since inception, but misplacement or loss of documents has occurred during operations, posing challenges in managing and evaluating completed projects, potentially impacting legal compliance.*

As a construction company, we enter into various contracts, sub-contracts, agreements with our customers or primary contractors for our projects. We have successfully undertaken and completed various projects, each requiring us to enter into contracts with stakeholders, sub-contractors, partners etc. Despite our best efforts, there have been instances where some documents may have been inadvertently misplaced or lost during the course of our day to day operations. We have also found ourselves in situations where we have not been able to trace copies of certain documents pertaining to our old completed projects. These lost or misplaced documents may cause hindrance in management and evaluation of our completed projects which can also potentially cause hindrance in legal compliances.

17. *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.*

EPC contracts are the spine of the contractual framework adopted for the construction services offered by us. Hence, the contractual risks associated with such EPC contracts affect our operations and business. Our projects are typically subject to a completion 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 withholding amounts owed to us. 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 prequalify for projects and our reputation may suffer thereby adversely affecting our ability to procure more business.

18. *We may be subject to liability claims or claims for damages or termination of contracts with Developers for failure to meet project completion timelines or defective work, which may adversely impact our profitability, cash flows, results of operations and reputation.*

We provide construction services to developers for residential buildings commercial, commercial cum residential, industrial, hospitality and infrastructural. Our contracts contain provisions related to liquidated damages for delays in completion of project subject to certain customary exceptions such as (i) occurrence and continuance of force majeure events, or (ii) delays that are caused due to reasons solely attributable to the client. Further, our clients are entitled to deduct the amount of damages from the payments due to us. During the construction period as well as the defect notification period after the completion of construction, we are usually required to remedy construction defects at our own risk and costs and are responsible for making good the defects during the defect notification period, which can be for a period as per agreement/work order after completion of work. Additionally, under some of the agreements entered into by us, we are required to indemnify our clients due to failure on our part to perform our obligations under the contracts.

In addition to monetary penalties, any such failure to meet project schedules or defective work may subject us to adverse reputational impact. The developer may also be entitled to terminate the agreement in the event of delay in completion of the work if the delay is not on account of any of the agreed exceptions. In the event of termination for any of the aforesaid reasons, we may only receive partial payments under such agreements and such payments may be less than our estimated cash flows from such projects.

In addition to the risk of termination by the Developer, delays in completion of construction may result in cost overruns, lower or no returns on capital and reduced revenue for the client thus impacting the project's performance, which in turn may adversely impact our reputation, cash flows, results of operations and profitability. While there have been instances of delays to our projects on account of various factors including unavailability or shortage of labour, shortage of raw materials and adverse weather conditions, as on the date of this Draft Red Herring Prospectus, we have not been subjected to liquidated damages. However, there can be no assurance that we would not be subjected to any such monetary penalties in the future. Any such penalties may adversely impact our reputation, profitability, financial position, cash flows, results of operations and future prospectus.

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.

19. *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.

20. *Our business and profitability are significantly dependent on the performance of the real estate market generally in India and particularly in the Mumbai Metropolitan Region ("MMR"). Varying market conditions in the MMR may affect our ability to ensure sale of our projects and the pricing of units in*

such projects, which may adversely affect our results of operations and financial condition.

Our Order Book is principally focused within the MMR, which may be subject to market conditions and regulatory developments that are different from other real estate markets within India. However, we undertake projects in different geographical region including but not limited to Karnataka, Punjab, Tamil Nadu, Rajasthan and New Delhi. As of the date of filing of this Draft Red Herring Prospectus eight (8) of our contracts out of a total of thirteen (11) contracts were located within the MMR. As a result, our business, financial condition and results of operations have been and will continue to be significantly if not entirely, dependent on the performance of, and the prevailing conditions affecting, the real estate market in the MMR. The real estate market in the MMR may be affected by various factors outside our control, including prevailing socio-economic and market conditions, changes in supply of and demand for real estate developments comparable to our projects, changes in applicable governmental regulations and related policies, availability of financing for real estate projects and applicable interest rates, change in demographic trends, employment and income levels, among other factors.

21. *We are operating in a labour-intensive industry, hence we may face labour disruptions and other planned and unplanned outages that could interfere or temporarily disrupt our operations.*

Our Company's manufacturing activities are labour intensive. Strikes, political issues and other labour action may have an adverse impact on our manufacturing operations, though we have not experienced any such labour disruption in the past. We cannot guarantee that we will not experience any strike, work stoppage or other industrial action in the future. Any such event could disrupt our manufacturing operations either temporarily or for a significant period of time, resulting in increased wages, delay in operations and other costs leading to a material adverse effect on our business, results of operations or financial condition. For further details, please see "*Our Business – Manpower*" on page 171 of this Prospectus.

22. *We procure materials and services from third parties for completion of our contracts and this exposes us to third party defaults and delays and non-availability of raw materials and equipment.*

Our ongoing and upcoming contracts will require the services of various third parties including architects, engineers, consultants and suppliers of labour and materials for such projects. The timing and quality of construction of these projects that we develop depends on the availability and skill of these parties, as well as contingencies affecting them, including labour and construction material shortages and industrial action such as strikes and lockouts. To oversee the work of third parties at our civil construction sites, we deploy full time site engineers and supervisors and also review the progress of the construction work on a continuous basis by conducting regular inspections. by architects, consultants, including project management consultants. We may not be able to identify appropriately experienced third parties and cannot assure you that skilled third parties will continue to be available at reasonable rates and in the areas in which we undertake our projects, or at all. As a result, we may be required to make additional investments or provide additional services to ensure the adequate performance and delivery of services and any delay in project execution could adversely affect our profitability. Though there have been no such instances during the past three (3) Financial Years, if such third parties do not complete our orders in a timely manner or match our requirements on quality, our reputation and financial condition could be adversely affected.

Further, we are dependent on third party suppliers for our raw materials such as ready-mix concrete and reinforcement steel and well as prefabricated concrete structures and steel structures which are specifically developed for our construction projects as per specified designs and specifications. Discontinuation of production/supply by these suppliers or a failure of these suppliers to adhere to the delivery schedule or the required quality or quantity and absence or lack of alternatives in market could hamper our schedules and therefore affect our business and results of operations. This dependence may also adversely affect the availability of key materials at reasonable prices thus affecting our margins and may have an adverse effect on our business, cash flows, results of operations and financial condition.

Our ability to complete projects in a timely and cost-efficient manner while maintaining necessary quality standards depends on the availability of such equipment, skilled personnel, as well as contingencies affecting them, including raw material shortages and industrial action such as strikes and lockouts. We

cannot assure you that equipment, subcontractors or other skilled personnel will continue to be available at reasonable costs or at all. As a result, we may be required to make additional investments or make alternate arrangements to ensure the adequate performance and delivery of contracted services and any delay in project execution could adversely affect our business and financial condition. Moreover, we face the risk that such subcontractors or third parties may not perform their obligations as agreed and within the quality stipulations we provide or are subject to, and as a result we may incur additional costs, liabilities and/or claims from third parties.

Currently, we also provide MEP, finishing and interior services through our third-party arrangements. The third party service providers engaged to provide certain services in relation to the projects may not be able to complete their respective scope of work on time, within budget or to the required specifications and standards. In light of the above, deficiencies in quality, non-performance of obligations or delays by vendors, may lead to consequent delays in project execution or completion or interim or permanent termination of contracts by our clients, which may have an adverse effect on our business, results of operations, financial condition and goodwill.

23. *We are subject to counterparty credit risk and any delay in receiving payments or non-receipt of payments may adversely impact our results of operations.*

There is no guarantee that we will accurately assess the creditworthiness of our clients. Macroeconomic conditions, at a national level such as rise in the amount of stressed assets held by banks in India and at a global level, potential credit crisis in the global financial system, could also result in financial difficulties for our clients, including limited access to the credit markets, insolvency or bankruptcy. Such conditions could cause our clients to delay payment, request modifications of their payment terms, or default on their payment obligations to us, all of which could increase our receivables. Timely collection of dues from clients also depends on our ability to complete our contractual commitments and subsequently bill for and collect from our clients.

We receive our payments on periodical billing basis or based on milestone achievements according to the terms of our agreements with our clients which directly affects our cash flows. Our trade receivables constitute a significant portion of our total revenue, being 208%, 47.90%, 39.18% and 45.43%, for the four months period ended July 31, 2023 and for the Fiscals 2023, 2022, and 2021, respectively. We, therefore, face the risk associated with timely receipt of trade receivables. Any increase in the receivable cycles or defaults in receipt of payments from clients may strain our working capital limits. Our failure to maintain receivables cycle within acceptable limits could have an adverse impact on our cash flows, financial condition and business.

24. *We have certain contingent liabilities as stated in the Restated Financial Information, and in the event they materialize it could adversely affect our financial condition.*

Our contingent liabilities include various matters pending with certain authorities, including outstanding statutory liabilities in the nature of service tax, goods and services tax (“GST”) and income tax claims from authorities, bank guarantees, and other claims against us are not acknowledged as debts. Our contingent liabilities may become actual liabilities and if a significant portion of these liabilities materialize, it could have an adverse effect on our business, financial condition and results of operations. Furthermore, there can be no assurance that we will not incur similar or increased levels of contingent liabilities in the current Fiscal or in the future.

25. *Significant portion of our revenues is concentrated from a limited number of clients, mainly our promoter related entities and group companies. The loss of any of our significant clients may have an adverse effect on our business, financial condition, results of operations, and prospect.*

For the four-month period ended on July 31, 2023, and for the fiscal 2023, 2022 and 2021, our top ten (10) largest clients accounted for approximately 100% 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.

Our revenue from the top five (5) and top ten (10) customers for the four-month period ended July 31, 2023 and the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 are as follows:

(₹ in lakhs)

Sr. No.	Particulars	For the Financial Year ended					
		March 31, 2023		March 31, 2022		March 31, 2021	
		Revenue	%	Revenue	%	Revenue	%
1	Revenue from Top 5 Clients	14,159.27	88.12	7,664.61	99.51	7,195.52	100
2	Revenue from Top 10 Clients	16,068.76	100	7,664.61	99.51	7,195.52	100

For further details, please see "Our Business" on page no. 147 of this Draft Red Herring Prospectus.

Significant revenue from a limited number of clients increases the potential volatility of our results and exposure to individual contract risks. We may be required to accept onerous contractual terms in our contracts for projects awarded to us by such clients. While, our Company has not experienced such instances in the past, in the event our Company is unable to comply with its obligations in any contract with such top five (5) clients, it would result in a substantial reduction in the number of contracts awarded by such client in future resulting in an impact on the overall business and revenue generated by the Company from such client. Further, such concentration of our business on selected projects or clients may have an adverse effect on our results of operations.

We cannot assure you that we can maintain the same levels of business from our top clients. Furthermore, events such as adverse market conditions, any restructuring or changes in the regulatory regime, could adversely affect our clients and consequently impact our business.

26. *Projects sub-contracted or undertaken through a counterparty may be delayed on account of the performance of the counterparty, 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 development agreements to take on projects. In those instances, the completion of the contract for our client depends in part on the performance of our counter party. 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 development partners is severally. Therefore, we would be liable for the completion of the entire project if a counterparty 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.

27. *The industry in which we operate is capital intensive in nature, and involves 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. Though we aim to utilise our internal

accruals for each project and keep our business model asset light and debt free, in several projects we augment our working capital requirement from loan, which we repay from the proceeds of the specific project itself. However, 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.

28. *Our business is exposed to various implementation risks and other uncertainties which may adversely affect our business, results of operations and financial condition.*

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 / subcontracts 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.

Our operations are also subject to hazards, inherent in providing erection, civil and maintenance services, such as risk of equipment failure, work accidents, fire or explosion, which may cause injury and loss of life, severe damage to and destruction of property and equipment, and environmental damage. Our construction contracts involve various implementation risks including construction delays, delay or disruption in supply of raw materials, unanticipated cost increases, force majeure events, cost overruns. Although we have not faced such instances in the past. We may further be subject to additional risks such as:

- unforeseen technical problems, disputes with works and labour contractor, force majeure events and unanticipated costs due to defective plans and specifications;
- not being able to obtain adequate capital or other financing at affordable costs or obtain any financing at all to complete construction of any of our projects;
- not being able to provide the required guarantees under project agreements or enter into

- financing arrangements;
- experiencing shortages of, and price increases in, materials and skilled and unskilled labour, and inflation in key supply markets;
- geological, excavation, and equipment problems with respect to operating projects and projects under construction;
- the relevant authorities may not grant approvals resulting in unanticipated delays;
- spread of infectious diseases at our project sites, resulting in temporary shutdown of operations at such sites until such sites successfully decontaminated and the relevant persons are quarantined;
- delays in completion could increase the financing costs associated with the construction and cause our forecast budget to be exceeded;
- risk of a ban or scarcity of essential raw materials due to change in government policies leading to a shortage of such essential raw materials;
- risk of equipment failure that may cause injury and loss of life, and severe damage to and destruction of property and equipment; and
- other unanticipated circumstances or cost increases.

If any or all of these risks materialise, we may suffer significant cost overruns or even losses in our contracts due to as a result of which our business, profits and results of operations will be materially and adversely affected.

29. *Non-availability of documents pertaining to business advances.*

As per the independent auditor report dated September 2nd, 2023 for F.Y 2022-23, it was brought to notice by the auditor that the Company has granted advances in the nature of loans to seven parties. Our company provides business advances tailored to support and enhance the operational aspects of business. It is crucial to note that our approach to business advances is distinct, as we do not establish formal agreements or arrangements designating these financial aids as conventional advances or loans.

30. *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 steel, cement, stone, bricks, wood, aggregate, concrete, sand, sanitary and plumbing items and others. The raw material consumption contribution is approximately 7.54%, 7.17%, 14.72% and 22.72% of our revenue from operations for the four-month period ended on July 31, 2023, and for the fiscal 2023, 2022 and 2021 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.

As per the data contract charges formed a significant part of our total expenses as under:

(₹ in lakhs except percentages)

Particulars	Period ended July 31, 2023		Financial Year 2023		Financial Year 2022		Financial Year 2021	
	Amount	%	Amount	%	Amount	%	Amount	%
Raw Material Consumed	274.98	7.54	1,154.82	7.17	1,133.65	14.72	1,708.73	22.72
Labour & works	2,026.44	55.06	8,548.88	53.09	2,849.22	36.99	3,437.37	45.71

Particulars	Period ended July 31, 2023		Financial Year 2023		Financial Year 2022		Financial Year 2021	
	Amount	%	Amount	%	Amount	%	Amount	%
contract charges								
Total Expenses	2,492.66		10,593.69		5,224.41		6,291.31	

31. *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.*

We may suffer significant cost overruns or even losses in these contracts due to unanticipated cost increases resulting from a number of factors such as changes in assumptions underlying our contracts, unavailability or unanticipated increases in the cost of raw materials, fuel, labour and equipment, changes in applicable taxation structures or the scope of work, delays in obtaining requisite statutory clearances and approvals, delays in acquisition of land by the client, procuring right of way by the client, disruptions of the supply of raw materials due to factors beyond our control, unforeseen design or engineering challenges, inaccurate drawings or technical information provided by clients, severe weather conditions or force majeure events. Despite the escalation clauses in some of our construction contracts, we may experience difficulties in enforcing such clauses to recover the costs we incurred in relation to the additional work performed at the clients' requests or due to the change of scope of work. If any of these risks materialize, they could adversely affect our profitability, which may in turn have an adverse effect on our overall results of operation.

32. *There are certain discrepancies in some of our corporate records relating to forms filed with the Registrar of Companies.*

In the past, our company has filed certain forms with the RoC which have certain inadvertent, clerical, or typographical errors. We are not in the receipt of the data pertaining to multiple e-forms and challans paid w.r.t RoC forms. Also, we are not being able to access the MCA platform for public domain data due to technical error, to ascertain the compliance of the filling of the RoC forms. Therefore, we are not being able to ascertain the filing date and complinaces of the filings of RoC Forms.

Further, as on date of this Draft Red Herring Prospectus, there have been no queries or penalties imposed by any authorities. In the event of any cognizance being taken by the concerned authorities in respect of above, actions may be taken against our Company and its directors, in which event the financials of our Company, Directors, Key Managerial Personnel, and if any officer in default may be affected.

Further we cannot assure that we may not make delayed filings in future and not be subjected to fine, penalty or interest. Further with the expansion of our operations there can be no assurance that deficiencies in our internal controls and non-compliances will not arise, or that we may be able to implement, and continue to maintain, adequate measures to rectify or mitigate any such deficiencies in our internal controls, in a timely manner or at all.

33. *The company does not have proof of payment of stamp duty on issuance/allotment of securities:*

As the entire paid up Equity Shares Capital of the Company is in Demat mode, we do not have the copies of the share certificates and further we do not have the proof of payment of applicable stamp duty in relation to issuance/allotment of securities. Consequently, the absence of these physical share certificates and proof of payments, we are not in a position to ascertain, whether the applicable stamp duty have been

paid by the company or not.

Further, as on date of this Draft Red Herring Prospectus, there have been no queries or penalties imposed by any authorities. In the event of any cognizance being taken by the concerned authorities in respect of above, actions may be taken against our Company and its directors, in which event the financials of our Company, Directors, Key Managerial Personnel, and if any officer in default may be affected.

34. ***Our insurance cover may not adequately protect us against all material accidents. We may face significant financial and operational losses if we are not able to recover our insurance claims in the event of any such untoward material accident. Further, our insurance cover may not be adequate or we may incur uninsured losses or losses in excess of our insurance coverage.***

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 employee's compensation insurance policy vide policy no. 001W001233400000 and policy no. 001W001265300000 for injury by accident arising out of and in the course of his employment in the Business. We further maintain public liability insurance policy vide policy no. OG-24-1933-3301-00000001.

There can be no assurance that any claim under the insurance policies maintained by us will be honored fully, in part or in time, or that we have taken out sufficient insurance to cover material losses which could adversely hamper our cash flows and profitability.

Further, we do not maintain certain insurance such as general liability insurance which covers claims regarding operational accidents, personal and advertising injury including but not limited to legal expense and such other additional expenses. Additionally, to the extent that we suffer any loss or damage, is not covered by insurance or exceeds our insurance coverage, our business, financial condition and results of operations could be adversely affected. We could face liabilities or otherwise suffer losses should any unforeseen incident such as fire, flood, and accidents which may affect our operations or in the regions/areas where our facilities or offices are located. We may face losses in the absence of insurance and even in cases in which any such loss may be insured, we may not be able to recover the entire claim from insurance companies. Any damage suffered by us in excess of such limited coverage amounts, or in respect of uninsured events, not covered by such insurance policies will have to be borne by us.

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 171 of this Draft Red Herring Prospectus.

Our insurance policies include public liability insurance policy and workmen compensation policy. Our insurance policies are subject to annual review, and we cannot assure you that we will be able to renew these policies on similar or otherwise acceptable terms, or at all. If we were to incur a serious uninsured loss or a loss that significantly exceeds the limits of our insurance policies, it could have an adverse effect on our financial condition, results of operations and cash flows. While we believe that insurance coverage will be available in the future, we cannot assure you that such coverage will be available at costs and terms acceptable to us or that such coverage will be adequate with respect to future claims that may arise. Further, in the future, we may experience difficulty in obtaining insurance coverage for new and evolving services offerings at favourable prices, which could require us to incur greater costs. If we are not able to adequately insure against the risks we face, or the insurance coverage we have taken is inadequate to cover our losses, our business, financial condition and results of operations could be adversely affected.


35. ***Our insurance coverage may not be adequate.***

Our Company has obtained insurance coverage in respect of certain risks. For further details in relation to our Insurance, please refer to the section titled – Insurance in the chapter titled “***Our Business***” beginning on page 147 of this Draft Red Herring Prospectus. This insurance policies are renewed periodically to ensure that the coverage is adequate, however, our insurance policies do not cover all risks. There can be no assurance that our insurance policies will be adequate to cover the losses in respect of which the insurance has been availed. Further, We deem it imperative to uphold a Keyman Insurance policy as a strategic measure to safeguard our business against potential financial ramifications arising from the unfortunate event of the death or incapacitation of a crucial team member. This policy serves as a crucial tool in mitigating the adverse financial consequences associated with the loss of a key employee. By ensuring funds are readily available, the policy covers prospective losses, recruitment expenses, and other related costs. Given the substantial reliance our company places on our Individual Promoter and their relatives, the absence of this insurance policy exposes us to significant risks. Therefore, the maintenance of this policy is deemed indispensable for risk mitigation and the sustained stability of our operations. If we suffer a significant uninsured loss or if insurance claim in respect of the subject-matter of insurance is not accepted or any insured loss suffered by us significantly exceeds our insurance coverage, our business, financial condition and results of operations may be materially and adversely affected. For further details, please refer chapter titled “***Our Business***” beginning on page 147 of this Prospectus.

36. ***The details of some of immediate relatives of our Promoter, certain promoter group companies and certain Group Companies which are disclosed in this Draft Red Herring Prospectus are on the basis of data available in the public domain. Further, we are not in the receipt of Investment schedule for our Promoter, Promoter Group Entity and Group Companies.***

Our Company is required to disclose names and details of certain immediate relatives of the Promoter and the entities in which aforesaid relatives were associated, as ‘Members of the Promoter Group’ in terms of Regulation 2(1) (pp) of the SEBI ICDR Regulations read with Schedule VI of SEBI ICDR Regulations in the Draft Red Herring Prospectus pursuant to proposed Offer. However, we cannot assure that these disclosures are accurate and/or true and they may be incomplete on account of non-availability of information, documents, confirmations and undertaking from above mentioned relatives of the Promoter and entities associated with them. Anyone placing reliance on information disclosed by us in relation to relevant persons and entities associated with them in this Draft Red Herring Prospectus would be doing so at their own risk. As on the date of filing of this Draft Red Herring Prospectus, we are not in the receipt of Investment schedule and that we have relied disclosed data on the basis of the information available in the public domain for our Promoter, Promoter Group Entity and Group Companies.

37. ***We presently do not own the trademark or logo under which we currently operate and if third parties infringe the trademark, logo and intellectual property that we use, our business and reputation would be adversely affected.***

Our Company has applied for trademark registration in relation to the logo of our Company. The application made by our Company for registration of trademark  under Class 37 of the Trade Marks Act, 1999 has been objected. For further details, please see “***Government and Other Statutory Approvals***” on page 294 of this Draft Red Herring Prospectus.

With respect to our trademarks that have been applied for, has been objected. As a result, we may not be able to prevent infringement of our trademarks and a passing off action may not provide sufficient protection until such time that this registration is granted.

While we endeavour to ensure that we comply with the intellectual property rights, there can be no assurance that we will not face any intellectual property infringement claims brought by third parties. Any claims of infringement, regardless of merit or resolution of such claims, could force us to incur significant costs in responding to, defending and resolving such claims and may divert the efforts and attention of our management away from our business. We could be required to change the name of our

Company, pay third party infringement claims or obtain fresh licenses resulting from a name change. The occurrence of any of the foregoing could result in unexpected expenses.

38. *There are outstanding legal proceedings involving our Company, Promoter, certain Directors and Group Companies which may adversely affect our business, financial condition and results of operations.*

Our Company, Promoter, certain Directors and Group Companies are currently involved in certain legal proceedings. These proceedings are pending at different levels of adjudication before various courts, enquiry officers and appellate forums. Such proceedings could divert management’s time, attention and consume financial resources in their defence. Further, an adverse judgment in some of these proceedings could have an adverse impact on our business, financial condition and results of operations. For details in relation to certain material litigation, please see the section entitled “*Outstanding Litigation and Material Developments*” on page 285. A summary of the outstanding proceedings involving our Company, Promoter, certain Directors and Group Companies, as disclosed in this Draft Red Herring Prospectus, to the extent quantifiable, have been set out below:

Name of Entity	Number of Criminal Proceedings	Number of Tax proceedings	Number of Action taken by Statutory or Regulatory authorities	Disciplinary actions by the SEBI or stock Exchanges against our promoter	Number of Material civil litigations	Aggregate amount involved (₹ in lakh)
Company						
By our Company	Nil	Nil	Nil	Nil	Nil	Nil
Against our Company	Nil	Not ascertainable	Nil	Nil	1	1,534.73
Directors						
By our Directors	2	Nil	Nil	Nil	1	10,129.62
Against our Directors	3	10	Nil	Nil	Nil	95.74
Promoters						
By our Promoters	3	Nil	Nil	Nil	3	12,909.62
Against our Promoters	4	Not ascertainable	4	Nil	1	3,678.91
Group Companies						
By our Group Companies	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Against our Group Companies	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Subsidiaries*						
By our Subsidiaries	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Against our Subsidiaries	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

*As on date of this Draft Prospectus, Our Company does not have any Subsidiaries.

If any Orders are passed in such proceedings which are adverse to our interests, the same may affect our reputation and standing and may have a material adverse effect on our business, results of operations and financial condition.

39. *Our Company and our Holding Company has certain pending statutory dues which are in dispute as of March 31, 2023.*

Our Company and our Promoter Companies are generally regular in depositing the undisputed statutory dues including Provident Fund, Employees’ State Insurance, Duty of Custom, Cess and Other Material

Statutory Dues applicable to it except for the following which are pending in dispute proceedings before relevant authorities as of July 31, 2023:

(₹ in lakhs)

Particulars	Our Company	PKH Ventures Limited	Makindian Township
Luxury Tax	-	3.60	-
VAT, Maharashtra	-	20.03	-
GST		-	0.00
TDS	18.90	24.08	0.64
Professional Tax	1.18	2.32	-
Provident Fund	0.04	0.17	-
Income Tax	1,323.26		-
Total	1,343.38	50.20	0.64

Further, our Promoter Company PKH Ventures Limited dues amounting to ₹ 43.19 lakhs of Delhi Value Added Tax for the period 2008-2009 have not been deposited on account of appeal pending before the Commissioner of Appeals, (DVAT).

40. ***Our actual cost in executing our contracts may vary substantially from the assumptions underlying our estimates. We may be unable to recover all or some of the additional costs and expenses, which may have a material adverse effect on our results of operations, cash flows and financial condition.***

Under the terms and conditions of agreements for Contracts, we generally agree to receive an agreed sum of money, subject to contract variations covering changes in the client's project requirements. Our actual expense in executing such projects under construction may vary substantially from the assumptions underlying our bid and estimates for various reasons, including, unanticipated increases in the cost of construction materials, fuel, labour or other inputs, unforeseen construction conditions, including the inability of the client to obtain requisite environmental and other approvals resulting in delays and increased costs, delays caused by local weather conditions and suppliers' failures to perform. However, our Company has not observed any major variation in costs during the last three (3) Financial Years.

Our ability to pass on increases in the purchase price or cost of raw materials, labour and other inputs may be limited in the case of contracts with limited or no price escalation provisions, and we cannot assure you that these variations in cost will not lead to financial losses to us. Further, other risks generally inherent to the development and construction industry may result in our profits from a project being less than as originally estimated or may result in us experiencing losses due to cost and time overruns, which could have a material adverse effect on our cash flows, business, financial condition and results of operations.

41. ***Our inability to respond adequately to increased competition in our business may adversely affect our business, financial condition and results of operations.***

We compete with several local civil construction companies, as well as large domestic companies with larger projects, greater brand recognition, stronger manpower and greater financial resources and experience, including a larger budget for advertising and marketing. Our competitors may also have exclusive arrangements with developers and may be able to construct their projects at lower prices. We also face competition from new entrants and the unorganized market that may have more flexibility in responding to changing business and economic conditions. The basis of competition includes, among other things, pricing, innovation, perceived value, brand recognition, advertising, special events, customer service and other activities. We have experienced price competition in the past, and there can be no assurance that such price competition will not recur in the future. Growing competition may force us to reduce the prices of our civil construction services products, which may reduce revenues and margins and/or decrease our market share, either of which could affect our results of operations. Our

competitors may succeed in constructing larger projects more efficiently and in time than the ones that we may develop. These developments could render us obsolete or uncompetitive, which would harm our business and financial results. We expect competition to continue to be intense as our existing competitors expand their operations and introduce new and modern development technology.

Our failure to compete effectively, including any delay in responding to changes in the industry and market may affect the competitiveness in our business, which may result in a decline in our revenues and profitability. As a result, there can be no assurance that we will be able to compete successfully in the future against our existing or potential competitors, which may adversely affect our business, financial condition and results of operations. For further details on industry peers, please see "**Industry Overview**" on page 123 of this Draft Red Herring Prospectus.

42. *We have experienced rapid growth in the past few years and if we are unable to sustain or manage our growth, our cash flows, results of operations and financial condition may be adversely affected.*

Owing to our relatively limited operating history and lower base for comparison of financial metrics, we have experienced significant growth in the past five years. For instance, our revenue from operations was ₹ 6,424.97 lakhs for the financial year ended March 31, 2019 and our revenue from operations was ₹ 16,068.76 lakhs for the year ended March 31, 2023, a growth of 150.10 %. As our operations becomes more mature, we may not be able to sustain our rates of growth, due to a variety of reasons including a higher base for comparison of financial metrics, increased price competition for construction services, non-availability of raw materials, lack of management availability or a general slowdown in the economy. A failure to sustain our growth may have an adverse effect on our business, our cash flows, results of operations and financial condition.

Further, as we scale-up our operations, we may not be able to execute our operations efficiently, which may result in delays, increased costs and lower quality. We cannot assure you that our future performance or growth strategy will be successful. Our failure to manage our growth effectively may have an adverse effect on our prospects, results of operations and financial condition.

43. *The Objects of the Offer 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 Offer". Any revision in the estimates may require us to reschedule our expenditure and may have a bearing on our expected revenues and earnings.*

Our funding requirements and the deployment of the Net Proceeds 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. Further, the allocated funds are earmarked for utilization throughout Fiscal Years 2025 and 2026. Until the entire fund is expended, any remaining amount will be held as a deposit in a scheduled commercial bank authorized by the SEBI. It is crucial to ensure timely utilization of these funds, as any non-utilization may have an impact on the financial outcomes of our company.

Our Company will issue a disclosure to the Stock Exchanges, on a quarterly basis, deviations, if any, in the Use of Proceeds of the Offer from the Objects stated in this Draft Red Herring Prospectus or by way of an explanatory statement to the notice for a general meeting.

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

Our success is substantially dependent on the expertise and services of our Directors, Key Managerial Personnel and Senior Management Personnel. 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. They provide expertise which enables us to take well informed decisions in relation to our business and prepare us for future challenges. Our future performance will depend upon the continued services of these persons. Demand for senior management personnel in the industry is intense. We cannot assure you that we will be able to retain any or all, or that our succession planning will help to replace, the key members of our management. The loss of the services of such key members of our management team and the failure of any succession plans to replace such key members could have an adverse effect on our business and the results of our operations. For information on our Directors, Senior Management Personnel, and Key Managerial Personnel who have resigned from our Company in the last three (3) Financial Years, please see the section "*Our Management*" on page 188 of this Draft Red Herring Prospectus.

45. *The average cost of acquisition of Equity Shares by the Promoters (also the Selling Shareholders) may be less than the Offer Price.*

The average cost of acquisition of Equity Shares by the Promoters (also the Selling Shareholders) may be less than the Offer Price. The details of the average cost of acquisition of Equity Shares held by the Promoters (also the Selling Shareholders) are set out below:

Name of the Promoter	Number of Equity Shares	Average cost of acquisition per Equity Share (₹)
PKH Ventures Limited	5,76,00,490	-1.25

46. *We have entered into and may enter into related party transactions in the future also.*

Our Company had entered into various related party transactions with our Promoters and Directors. The transaction is in compliance with Companies act and other applicable regulations. However, there is no assurance that we could not have obtained better and more favorable terms that our Company not entered into such related party transactions. Our Company may enter into such transactions in future also and we cannot assure that in such an event there would be no adverse effect on results of our operations. Some of our shareholders and Directors may have an interest in pursuing transactions that, in their judgment, enhance the value of their equity investment, even though such transactions may involve risks to our shareholders. However, there have been no conflicts of interest among our equity shareholders in relation to such related party transactions in the past. Further, our business is expected to involve transactions with such related parties 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. Further, any dues or defaults of such related party may impose heavy and inherent risk on us. We cannot assure you that such transactions, individually or in the aggregate, will not materially and adversely affect our business, financial condition, results of operations and prospects.

47. *Our Promoter, some of our Promoter Group members, Senior Management Personnel, Key Managerial Personnel and Directors are interested in our Company in addition to their normal remuneration and reimbursement of expenses incurred.*

Our Promoter and some of our Promoter Group members are interested in our Company to the extent of Equity Shares held by them in our Company as well as to the extent of any dividends, bonuses or other distributions on such Equity Shares and rent receivable on the lease of the registered office.

Our Managing Director and Chairman and some of our Directors, Key Managerial Personnel and Senior

Management Personnel are also interested in contracts, transactions and agreements/arrangements entered into or to be entered into by our Company with any company which is promoted by them or in which they hold directorships or any partnership firm in which they are partners as declared in their respective capacity. While we believe that all such contracts, transactions and agreements/arrangements have been conducted on an arm's length basis, we cannot assure you that we might have obtained more favourable terms had such transactions been entered into with unrelated parties.

Further, our Directors and Key Management Personnel may be regarded as interested to the extent of, among other things, remuneration, sitting fees and perquisites for which they may be entitled to as part of their services rendered to us in the capacity of director of our Company.

For further details on the interest of our Promoter, Directors, and Key Management Personnel, other than reimbursement of expenses incurred or normal remuneration or benefits, see "*Our Business*", "*Capital Structure*", "*Our Management*", "*Our Promoter and Promoter Group*" and "*Restated Financial Statements – Note 35 – Related Party Transaction*" on pages 147, 88, 188, 205 and 255 respectively, of this Draft Red Herring Prospectus.

48. ***Our Promoter and Promoter Group will continue to retain significant control in our Company after the Offer, which will allow them to influence the outcome of matters submitted to shareholders for approval. Such a concentration of ownership may also have the effect of delaying, preventing or deterring a change in control.***

Upon completion of this Issue of upto 2,78,00,000 Equity Shares by way of Offer for Sale and Fresh Issue, our Promoters and Promoter Group will continue to own a majority of our Equity Shares i.e. approximately 65.41% 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.

After the completion of this Offer, our Promoter and Promoter Group will continue to hold 65.41 percentage of the equity share capital of our Company and will be in a position to exercise significant control over us, 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 will be unable to affect the outcome of such voting. Our Promoter and Promoter Group may take or block actions with respect to our business, which may conflict with our interests or the interests of our minority shareholders, such as actions which delay, defer or cause a change of our control or a change in our capital structure, merger, consolidation, takeover or other business combination involving us, or which discourage or encourage a potential acquirer from making a tender issue or otherwise attempting to obtain control of us. We cannot assure you that our Promoter and Promoter Group will act in our interest while exercising their rights in such entities, which may in turn materially and adversely affect our business and results of operations. We cannot assure you that our Promoter and Promoter Group will act to resolve any conflicts of interest in our favour. If our Promoter and Promoter Group sell a substantial number of the Equity Shares in the public market, or if there is a perception that such sale or distribution could occur, the market price of the Equity Shares could be adversely affected. No assurance can be given that such Equity Shares that are held by the Promoter will not be sold any time after the Offer, which could cause the price of the Equity Shares to decline.

49. ***We are dependent on the benefits derived from our relationship with our Managing Director and Chairman and our business and growth may decline if we cannot benefit from this relationship in***

future.

We benefit from our relationship with our Managing Director and Chairman, Pravin Kumar Brijendra Kumar Agarwal and our success depends upon his continuing services which has been responsible for the growth of our business, He is closely involved in the overall strategy, direction and management of our business and has been actively involved in the day-to-day operations and management since the incorporation of our Company. Accordingly, we benefit from our relationship with our Managing Director and Chairman and our performance is heavily dependent upon his services. However, we cannot assure that we will be able to continue to take advantage of the benefits from these relationships in the future. If our Managing Director and Chairman is unable or unwilling to continue in his present position, we may not be able to replace him easily or at all, which could adversely affect our business operations and growth prospects and affect our ability to continue to manage and expand our business. Further, we benefit in many ways from our relationship with our Promoter Group entities and Group Companies as they are developers in several of our construction contracts. and this has been primarily responsible for the growth of our business and has been instrumental in our strategic planning, including identifying our on-going projects and procurement of work orders. Our growth and future success is influenced, in part, by our continued relationship with the Group Companies and Promoter Group Entities. 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 ability to pay dividends in the future will depend upon future earnings, financial condition, cash flows, working capital requirements and capital expenditures and are also prohibited by the terms of our financing arrangements.*

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.

Our Company has not paid any dividends in the past. The amount of our future dividend payments, if any, will depend upon factors that our Board deems relevant, including among others, our results of future earnings, financial condition, cash flows, working capital requirements, capital expenditures, applicable Indian legal restrictions and other factors. There can be no assurance that our Company will be able to pay dividends. For further details, please see "*Dividend Policy*" on page 219 of this Draft Red Herring Prospectus.

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

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 client's 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*

52. *Certain of our Group Companies have incurred losses in the three fiscal years ended March 31, 2023.*

Some of our Group Companies like Artemis Opto Electric Technologies Pvt. Ltd, Garuda Buildinfra Pvt. Ltd, and PKSS Infrastructure have no revenue for the last three fiscal years ended March 31, 2023, March 31, 2022, March 31, 2021.

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

This Issue comprises of an Offer for Sale of up to 95,00,000 Equity Shares by our Promoter Selling Shareholder. 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.

The Offer consists of the Fresh Issue by our Company and an Offer for Sale by the Promoter Selling Shareholder. The Promoter Selling Shareholder has agreed to offer upto 95,00,000 Equity Shares aggregating up to ₹ [●] lakhs, held by it in the Offer for Sale. The entire proceeds of the Offer for Sale will be transferred to the Promoter Selling Shareholder and will not result in any creation of value for us or in respect of your investment in our Company. For further details, see "*Objects of the Offer*" on page 104 of this Draft Red Herring Prospectus.

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

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. *Reliance has been placed on declarations and affidavits furnished by our [Directors, SMP, KMP] for details of his profile included in this Draft Red Herring Prospectus.*

Our Directors and KMP, SMP have been unable to trace copies of certain documents pertaining to their educational qualifications and experience. Accordingly, reliance has been placed on an affidavit furnished by them to disclose such details in this Draft Red Herring Prospectus and neither we, nor the Book Running Lead Manager have been able to independently verify these details in the absence of primary documentary evidence. Further, there can be no assurances that they will be able to trace the relevant documents pertaining to their educational or professional qualifications in the future, or at all. Therefore, we cannot assure you that all or any of the information relating to the educational qualifications and experience of our Promoters and Directors in "*Our Management*" beginning on page 188 this Draft Red Herring Prospectus is complete, true and accurate.

56. *We are exposed to the risks of significant breaches of data security, and malfunctions or disruptions of information technology systems.*

We depend on information technology systems and accounting system to support our business processes, including sales, order processing, procurement, inventory management, quality control, product costing, human resources and finance. Although these technology initiatives are intended to increase productivity

and operating efficiencies, they may not achieve such intended results. These systems may be potentially vulnerable to data security breaches, whether by employees or others, which may result in unauthorized persons getting access to sensitive data. Such data security breaches could lead to the loss of trade secrets and the data related to our services and other proprietary information could be compromised. These systems are also susceptible to outages due to fire, floods, power loss, telecommunications failures, natural disasters, computer viruses or malware, break-ins and similar events. Effective response to such disruptions or malfunctions will require effort and diligence on the part of our third-party distribution partners and employees to avoid any adverse effect to our information technology systems. Though there have been no instances of information technology breach or any instance of cyber-attack in our Company during the last three (3) Financial Years, we cannot assure you that we will not encounter disruptions in the future. The occurrence of any such events could adversely affect our business, interrupt our operations, subject us to increased operating costs and expose us to litigation.

57. *Changes in technology may affect our business by making our construction capabilities less competitive or obsolete.*

Our future success will depend in part on our ability to respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis. The development and implementation of such technology entails technical and business risks. We cannot assure you that we will be able to successfully implement new technologies or adapt our systems to emerging industry standards. Changes in technology may require us to make additional capital expenditures to upgrade our capabilities. If we are unable, for technical, financial or other reasons, to adapt in a timely manner to changing market conditions, customer requirements or technological changes, our business and results of operations could be adversely affected.

Further, our information technology systems may be vulnerable to computer viruses, privacy, hacking or similar disruptive problems which could lead to disruptions in our ability to maintain a track record and analyse the work in progress, cause loss of data and disruption in operations, including an ability to assess the progress of the projects, process financial information or manage creditors/debtors or engage in normal business activities. Moreover, we may not operate an adequate disaster recovery system. Fixing such problems caused by computer viruses or security breaches may require interruptions or delays, which could adversely affect our operations. Breaches of our information technology systems may result in unauthorized access to confidential information. Such breaches of our information technology systems may require us to incur further expenditure to put in place advanced security systems to prevent any unauthorized access to our networks. The completion of our projects can be delayed on account of aforesaid reasons.

58. *We are subject to guidelines issued to by the Brihanmumbai Municipal Corporation regarding the steps to be taken for control of pollution failing which we may be subject to penalties, fines or even stoppage of construction activity.*

The Brihanmumbai Municipal Corporation (BMC) under whose jurisdiction our construction activity in the MMR region would fall under has announced a series of steps to be taken by the developers in order to improve the quality of the air / improve the Air Quality Index (AQI). These steps include the install the mandatory 35ft-high metal sheets, sprinklers, anti-smog guns, and air quality index (AQI) monitors at project sites as measures to rein in air pollution within a period of 30 days from October 25, 2023. In the event of a failure to implement these measures, the BMC might take corrective action and may also issue a stop order on the construction activity which could have an adverse material impact on our revenues and our profitability.

59. *Certain sections of this Draft Red Herring Prospectus contain information from the Company Commissioned CareEdge Report, which has been exclusively commissioned and paid for by us, and any reliance on such information for making an investment decision in the Offer is subject to inherent risks. Further, there can be no assurance that third-party statistical, financial and other industry information mentioned in the Company Commissioned CareEdge Report is complete, reliable or accurate.*

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.

Certain sections of this Draft Red Herring Prospectus include information based on, or derived or extracts from, the Company Commissioned CareEdge Report. We have appointed Care Advisory Research and Training Limited on 11th October 2023 to produce their report titled "Research Report on Domestic Construction Industry dated January 29, 2024 which has been used for industry-related data disclosed in this Draft Red Herring Prospectus. We commissioned CareEdge Report primarily for the purposes of confirming our understanding of the industry in connection with the Offer. We have no relation with CareEdge Research other than as a consequence of this engagement. All such information in this Draft Red Herring Prospectus indicates the "Company Commissioned CareEdge Report" or "CareEdge Report" as its source. Further, given the scope and extent of the Company Commissioned CareEdge Report, disclosures are limited to certain excerpts and the Company Commissioned CareEdge Report has not been reproduced in its entirety in this Draft Red Herring Prospectus. Investors should read the industry related disclosure in this Draft Red Herring Prospectus in this context. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. The data may have been reclassified by us for the purposes of presentation. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. Accordingly, investors must rely on their independent examination of, and should not place undue reliance on, or base their investment decision solely on this information. The recipient should not construe any of the contents in this report as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning the transaction.

60. *Corrupt practices or improper conduct may delay the development of a project and materially and adversely affect our results of operations.*

The construction industry is not immune to the risks of corrupt practices. Large construction projects in all parts of the world provide opportunities for corruption. Such corruption may include bribery, deliberate poor workmanship or the deliberate supply of low quality materials. Though there have been no instances of corruption involving our Company during the last three (3) Financial Years, if we, or any other person involved in any of the projects is the victim of in any such corruption or any of our employees are involved in such corruption, our ability to complete the relevant projects as planned may be disrupted thereby materially and adversely affect our business, financial condition and results of operations

61. *Covid-19 has had a considerable impact and could continue to affect our business.*

Governments around the world had instituted measures in an effort to control the spread of COVID-19 since March, 2020. In India, the Government of India initially announced a country-wide lockdown

starting on March 24, 2020, which was subject to successive State Government extensions till August 31, 2021. During the first wave of the pandemic, there were strict lockdowns imposed by the Government of India and State Government and our businesses remained closed during such periods, which led to a significant adverse impact on our financials.

Our business was also impacted due to the pandemic. The COVID-19 pandemic at the onset on FY21 presented many challenges for the Engineering, Procurement and Construction (EPC) companies. Many projects got cancelled or delayed due to the uncertainty caused by the pandemic. There was delayed RFP response, logistical challenges due to nation-wide lockdown and supply-chain bottlenecks impacting procurement of goods and assets which in turn impacted project execution. The most severe impact felt, however, was of the exodus of labour. The order book position of several EPC companies was affected due to the Covid-19 induced challenges which in turn impacted their revenue mainly during the first and second quarter of FY21. However, by the third quarter, the nation-wide lockdown was mostly lifted, the issues of raw material and labour shortages were resolved and business operations began to normalize. (Source: *Company Commissioned CareEdge Report*).

India's economic recovery strengthened in the Q4FY21 before the onset of the second wave of pandemic. Construction segments benefited from the unlock process which gathered pace during the last two quarters. In FY21 Construction sector GVA fell by a sharp 7.3%. The growth was amplified in Q1FY22 because of a favorable base effect (low growth in Q4FY21) which aided the growth in the construction segments growing by 71.3% in Q1FY22 in contrast to a growth rate of 18.3% recorded during the previous quarter. Q2FY22 also witnessed a growth of 8.1%. Moreover, Q3FY22 witnessed a slowdown of 2.8% which later rebound to 2% increase. Q1FY23 registered growth of 33% whereas Q2FY23 registered growth of 15% with normalcy in business environment post pandemic. (Source: *Company Commissioned CareEdge Report*). Following the lifting of the lockdown, we have resumed the construction work for the existing work orders.

The degree to which COVID-19 may impact our results will depend on future developments, which cannot be predicted, including, but not limited to, the duration and spread of the outbreak, its severity, the actions taken to contain the outbreak or treat its impact, vaccination across the country and the world in general, and how quickly and to what extent normal economic and operating conditions can normalize. The above risks can threaten the safe operation of our business and cause disruption of operational activities, environmental harm, loss of life, injuries and impact the wellbeing of our people. Further, muted economic growth could give rise to a recessionary economic scenario, in India and globally, which could adversely affect the business, prospects, results of operations and financial condition of our Company.

EXTERNAL RISKS

62. *A slowdown in economic growth in India could adversely affect our business.*

The structure of the Indian economy has undergone considerable changes in the last decade. These include increasing importance of external trade and of external capital flows. Any slowdown in the growth of the Indian economy or the Construction, any future volatility in global commodity prices could adversely affect our business, financial condition and results of operations. India's economy could be adversely affected by a general rise in interest rates, fluctuations in currency exchange rates, adverse conditions affecting housing and tourism and electricity prices or various other factors. Further, conditions outside India, such as slowdowns in the economic growth of other countries, could have an impact on the growth of the Indian economy and government policy may change in response to such conditions. The Indian economy and financial markets are also significantly influenced by worldwide economic, financial and market conditions. Any financial turmoil, especially in the United States, Europe or China or Asian emerging market countries, may have an impact on the Indian economy. Although economic conditions differ in each country, investors' reactions to any significant developments in one country can have adverse effects on the financial and market conditions in other countries. A loss of investor confidence in the financial systems, particularly in other emerging markets, may cause increased volatility in Indian financial markets, and could have an adverse effect on our business, financial condition and results of operations and the price of the Equity Shares.

63. *The occurrence of natural or man-made disasters could adversely affect our results of operations,*

cash flows and financial condition. Hostilities, terrorist attacks, civil unrest and other acts of violence could adversely affect the financial markets and our business.

The occurrence of natural disasters, including cyclones, storms, floods, earthquakes, tsunamis, tornadoes, fires, explosions, pandemic and man-made disasters, including acts of terrorism and military actions, could adversely affect our results of operations, cash flows or financial condition. Terrorist attacks and other acts of violence or war may adversely affect the Indian securities markets. In addition, any deterioration in international relations, especially between India and its neighbouring countries, may result in investor concern regarding regional stability which could adversely affect the price of the Equity Shares. In addition, India has witnessed local civil disturbances in recent years and it is possible that future civil unrest as well as other adverse social, economic or political events in India could have an adverse effect on our business. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse effect on our business and the market price of the Equity Shares.

64. *Changing laws, rules and regulations and legal uncertainties, including adverse application of tax laws, in the jurisdictions in which we operate may adversely affect our business and results of operations.*

Our business, results of operations and financial condition could be materially adversely affected by changes in the laws, rules, regulations or directions applicable to us, or the interpretations of such existing laws, rules and regulations, or the promulgation of new laws, rules and regulations. For details on the laws applicable to us, please see "***Key Regulations and Policies in India***" on page 173 of this Draft Red Herring Prospectus.

The governmental and regulatory bodies may notify new regulations and/or policies, which may require us to obtain approvals and licenses from the government and other regulatory bodies, impose onerous requirements and conditions on our operations, in addition to those which we are undertaking currently. Any such changes and the related uncertainties with respect to the implementation of new regulations may have a material adverse effect on our business, results of operations and financial condition

In addition, unfavourable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations, including foreign investment laws governing our business, operations and investments in our Company by non-residents, could result in us being deemed to be in contravention of such laws or may require us to apply for additional approvals.

The Government of India has notified four labour codes which are yet to completely come into force as on the date of this Draft Red Herring Prospectus, namely, (i) The Code on Wages, 2019, (ii) The Industrial Relations Code, 2020, (iii) The Code on Social Security, 2020 and (iv) The Occupational Safety, Health and Working Conditions Code, 2020. Such codes will replace the existing legal framework governing rights of workers and labour relations

There can be no assurance that the Government of India will not implement new regulations and policies requiring us to obtain approvals and licenses from the Government of India or other regulatory bodies or impose onerous requirements and conditions on our operations. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations and financial condition.

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

65. *Compliance with, and changes in, environmental, health and safety laws and regulations or stringent enforcement of existing environmental, health and safety laws and regulations may result in increased liabilities and increased capital expenditures may adversely affect our cash flows, business results of operations and financial condition. Further, our Construction & Development projects involve dangerous operations. In the event of any accidents, we may be held liable for damages and penalties*

which may impact our financials.

Our project operations are subject to environmental, health and safety and other regulatory and/ or statutory requirements in the jurisdictions in which we operate. Our project operations may generate pollutants and waste, some of which may be hazardous. We are accordingly subject to various national, state, municipal and local laws and regulations concerning environmental protection in India, including laws addressing the discharge of pollutants into the air and water, the management and disposal of any waste. We may incur substantial costs in complying with environmental laws and regulations. We cannot assure you that compliance with such laws and regulations will not result in delays in completion, a material increase in our costs or otherwise have an adverse effect on our financial condition, cash flows and results of operations. Further, construction activities in India are also subject to various health and safety laws and regulations as well as laws and regulations governing their relationship with their respective employees in areas such as minimum wages, maximum working hours, overtime, working conditions, hiring and terminating employees, contract labour and work permits. Accidents, in particular fatalities, may have an adverse impact on our reputation and may result in fines and/or investigations by public authorities as well as litigation from injured workers or their dependents. Non-compliance with these laws and regulations, which among other things, limit or prohibit emissions or spills of toxic substances produced in connection with our operations, could expose us to civil penalties, criminal sanctions and revocation of key business licences. Environmental laws and regulations in India are becoming more stringent, and the scope and extent of new environmental regulations, including their effect on our operations, cannot be predicted with any certainty. In case of any change in environmental or pollution regulations, we may be required to invest in, among other things, environmental monitoring, pollution control equipment, and emissions management.

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

Our employees/labour may be required to work under potentially dangerous circumstances in the Construction & Development projects. Any mishandling of equipment and machineries could also lead to serious and sometimes fatal accidents. These accidents can cause personal injury and loss of life, severe damage to and destruction of property and equipment, environmental damage and may result in the suspension of operations and the imposition of civil and criminal liabilities. Liabilities incurred as a result of these events have the potential to adversely impact our financial position and reputation. Events like these could result in liabilities, or adversely affect our reputation employees and the public, which could in turn affect our financial condition and business performance.

66. *Any changes in regulations or applicable government incentives would materially adversely affect our Company's operations and growth prospects.*

Our Company is subject to regulations in India. Our Company's business and prospects could be adversely affected by changes in any of these regulations and policies, or if any or all of the incentives currently available cease to be, including the introduction of new laws, policies or regulations or changes in the interpretation or application of existing laws, policies and regulations. However, there can be no assurance that our Company will succeed in obtaining all requisite approvals in the future for its operations or that compliance issues will not be raised in respect of its operations, either of which would have a material adverse effect on our Company's operations and financial results. For further details, please refer to the chapter titled "**Key Regulations and Policies in India**" on page 173 of this Draft Red Herring Prospectus.

67. *Significant differences exist between Ind AS and other accounting principles, such as IFRS and US GAAP, which may be material to investors' assessments of our financial condition, result of operations and cash flows.*

Our financial statements included in this Draft Red Herring Prospectus are prepared and presented in conformity with Ind AS, in each case restated in accordance with the requirements the SEBI ICDR Regulations and the Guidance Note on “Reports in Company Prospectuses (Revised 2016)” issued by the ICAI. Ind AS differs from other accounting principles with which prospective investors may be familiar in other countries, such as IFRS and U.S. GAAP. As a result, the financial statements prepared under Ind AS for the period Financial Year 2021, 2020 and 2019 may not be comparable to our historical financial statements. Accordingly, the degree to which the Financial Statements included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader’s level of familiarity with Indian accounting practices. Persons not familiar with Indian accounting practices should limit their reliance on the financial disclosures presented in this Draft Red Herring Prospectus.

68. *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 Asia, Russia 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 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. For example, Brexit could give rise to increased volatility in foreign exchange rate movements and the value of equity and debt investments.

Further, the ongoing Russia Ukraine conflict and the conflict between Israel and Palestine could adversely affect our results of operations, cash flows or financial condition.

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.

69. *We may be affected by competition laws and labour laws, 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.

On March 4, 2011, the Government notified and brought into force the combination regulation (merger control) provisions under the Competition Act with effect from June 1, 2011. These provisions require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed asset and turnover based thresholds to be mandatorily notified to and pre-approved by the Competition Commission of India (the “CCI”). Additionally, on May 11, 2011, the CCI issued Competition Commission of India (Procedure for Transaction of Business Relating to Combinations) Regulations, 2011, as amended, which sets out the mechanism for implementation of the merger control regime in India.

The Competition Act aims to, among others, prohibit all agreements and transactions which may have an AAEC in India. Consequently, 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.

The Government of India has passed new laws relating to social security, occupational safety, industrial relations and wages namely, the Code on Social Security, 2020, the Occupational Safety, Health and Working Conditions Code, 2020, the Industrial Relations Code, 2020 and the Code on Wages, 2019, respectively which were to take effect from April 1, 2021 (collectively, the “Labour Codes”). The Government of India has deferred the effective date of the Labour Codes and they shall come into force from such date as may be notified by the Government. Further, the Code on Social Security, 2020 (“Social Security Code”) will impact overall employee expenses and, in turn, could impact the profitability of our Company. Under the Social Security Code, a new concept of deemed remuneration has been introduced, such that where an employee receives more than half (or such other percentage as may be notified by the Central Government), of their total remuneration in the form of allowances and other amounts that are not included within the definition of wages under the Social Security Code, the excess amount received shall be deemed as remuneration and accordingly be added to wages for the purposes of the Social Security Code and the compulsory contribution to be made towards the employees’ provident fund. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current businesses or restrict our ability to grow our businesses in the future.

70. *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.

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

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

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

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

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy or certain regions in India, could adversely affect our business, results of operations and financial condition and the price of the Equity Shares. For example, our manufacturing facilities are located in western India, hence any significant disruption, including due to social, political or economic factors or natural calamities or civil disruptions, impacting this region may adversely affect our operations.

72. *If inflation were to rise in India, we might not be able to increase the prices of our services at a proportional rate in order to pass costs on to our customers and our profits might decline.*

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 salaries, 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 pass on to our customers, whether entirely or in part, and the same may adversely affect our business and financial condition. In particular, we might not be able to reduce our costs or increase our rates 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 GoI 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.

73. *A downgrade in ratings of India, 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. India's sovereign rating is Baa3 with a "negative" outlook (Moody's), BBB-with a "stable" outlook (S&P) and BBB-with a "stable" outlook (Fitch). Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing and the interest rates and other commercial terms at which such financing is available, including raising any overseas additional financing. A downgrading of India's credit ratings may occur, for example, upon a change of government tax or fiscal policy, which are outside our control. This could have an adverse effect on our ability to fund our growth on favourable terms or at all, and consequently adversely affect our business and financial performance and the price of our Equity Shares.

RISKS RELATING TO THE EQUITY SHARES AND THE OFFER

74. *Investors bear the risk of fluctuations in the price of Equity Shares and there can be no assurance that a liquid market for our Equity Shares will develop following the listing of our Equity Shares on the Stock Exchanges.*

There has been no public market for our Equity Shares prior to the Offer. The purchase price of our Equity Shares in the Offer will be determined by our Company in consultation with the BRLM, pursuant to the Book Building Process. This price will be based on numerous factors, as described under in "**Basis for the Offer Price**" on page 114. This price may not necessarily be indicative of the market price of our Equity Shares after the Offer is completed. You may not be able to re-sell your Equity Shares at or above the Offer price and may as a result lose all or part of your investment.

Our Equity Shares are expected to trade on NSE and BSE after the Offer, but there can be no assurance that active trading in our Equity Shares will develop after the Offer, or if such trading develops that it will continue. Investors may not be able to sell our Equity Shares at the quoted price if there is no active trading in our Equity Shares.

The price at which our Equity Shares will trade at after the Offer will be determined by the marketplace and may be influenced by many factors, including:

- Our financial condition, results of operations and cash flows
- The history and prospects for our business
- An assessment of our management, our past and present operations and the prospects for as well as timing of our future revenues and cost structures
- The valuation of publicly traded companies that are engaged in business activities similar to ours
- quarterly variations in our results of operations
- results of operations that vary from the expectations of securities analysts and investors
- results of operations that vary from those of our competitors
- changes in expectations as to our future financial performance, including financial estimates by research analysts and investors
- a change in research analysts' recommendations
- announcements by us or our competitors of significant acquisitions, strategic alliances, joint operations or capital commitments
- announcements of significant claims or proceedings against us
- new laws and government regulations that directly or indirectly affecting our business
- additions or departures of Key Managerial Personnel
- changes in the interest rates
- fluctuations in stock market prices and volume
- general economic conditions

The Indian stock markets have, from time to time, experienced significant price and volume fluctuations that have affected market prices for the securities of Indian companies. As a result, investors in our Equity Shares may experience a decrease in the value of our Equity Shares regardless of our financial performance or prospects.

75. *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.

76. *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 339 of this Draft Red Herring Prospectus.

77. *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 2023, 2022 and 2021, 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.

78. *Any future issuance of Equity Shares by us or sales of Equity Shares by our Promoter could adversely affect the trading price of our Equity Shares and in the case of the issuance of Equity Shares by us result in the dilution of our then current shareholders.*

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.

As disclosed in “*Capital Structure*” on page 88, an aggregate of 20% of our fully diluted post-Offer capital held by our Promoter shall be considered as minimum Promoter’s Contribution and locked in for a period of eighteen (18) months and the balance Equity Shares held by the Promoter following the Offer (assuming all of the Offered Shares are sold in the Offer) will be locked-in for six (6) months from the date of Allotment. Except for the customary lock-in on our ability to issue equity or equity-linked securities discussed in “*Capital Structure*” on page 88, there is no restriction on disposal of Equity Shares by promoter. As such, there can be no assurance that our Company will not issue additional Equity Shares after the lock-in period expires or that our Promoter will not sell, pledge or encumber his Equity Shares after the lock-in periods expire. Future issuances of Equity Shares or convertible securities and the sale of the underlying Equity Shares could dilute the holdings of our Shareholders and adversely affect the trading price of our Equity Shares. Such securities may also be issued at prices below the then trading price of our Equity Shares or the Offer Price. Sales of Equity Shares by the Promoter could also adversely affect the trading price of our 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.

80. *You will not be able to immediately sell any of the Equity Shares you purchase in this Offer on the Stock Exchanges.*

The Equity Shares will be listed on the Stock Exchange. Pursuant to the applicable Indian laws and practice, permission for listing of the Equity Shares will not be granted till the Equity Shares in this Offer have been issued and allotted and all relevant documents are submitted to the Stock Exchanges. Further, certain actions must be completed prior to the commencement of listing and trading of the Equity Shares such as the Investor’s book entry or ‘demat’ accounts with the depository participants in India, expected to be credited within one (1) Working Day of the date on which the Basis of Allotment is finalized with the Designated Stock Exchange. In addition, the Allotment of Equity Shares in the Offer and the credit of such Equity Shares to the applicant’s demat account with the depository participant could take approximately five Working Days from the Bid/Offer Closing Date and trading in Equity Shares upon receipt of listing and trading approval from the Stock Exchanges, trading of Equity Shares is expected to commence within six Working Days from Bid/ Offer Closing Date. Any failure or delay in obtaining the approval or otherwise commence trading in Equity Shares would restrict your ability to dispose of your Equity Shares. We cannot assure you that the Equity Shares will be credited to investors’ demat accounts or that trading in the Equity Shares will commence in a timely manner (as specified herein) or at all. We could also be required to pay interest at the applicable rates if the allotment is not made, refund orders are not dispatched or demat credits are not made to investors within the prescribed time periods.

81. *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

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

Previously, any gain realized on the sale of listed equity shares on or before March 31, 2018 on a stock exchange held for more than 12 months was not subject to long term capital gains tax in India if Securities Transaction Tax (“STT”) was paid on the sale transaction and additionally, as stipulated by the Finance Act, 2017, STT had been paid at the time of acquisition of such equity shares on or after October 1, 2004, except in the case of such acquisitions of Equity Shares which are not subject to STT, as notified by the Central Government under notification no. 43/2017/F. No. 370142/09/2017-TPL on June 5, 2017. However, the Finance Act, 2018, now seeks to tax on such long-term capital gains exceeding ₹ 100,000 arising from sale of equity shares on or after April 1, 2018, while continuing to exempt the unrealised

capital gains earned up to January 31, 2018 on such Equity Shares. Accordingly, you may be subject to payment of long-term capital gains tax in India, in addition to payment of STT, on the sale of any Equity Shares held for more than 12 months. STT will be levied on and collected by a domestic stock exchange on which the Equity Shares are sold.

Further, any gain realized on the sale of listed equity shares held for a period of 12 months or less will be subject to short-term capital gains tax in India. Capital gains arising from the sale of the Equity Shares will be exempt from taxation in India in cases where the exemption from taxation in India is provided under a treaty between India and the country of which the seller is resident. Generally, Indian tax treaties do not limit India's ability to impose tax on capital gains. As a result, residents of other countries may be liable for tax in India as well as in their own jurisdiction on a gain upon the sale of the Equity Shares.

- 83. *Qualified Institutional Bidders and Non-Institutional Bidders 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 and and Retail Individual Investors are not permitted to withdraw their Bids after Bid/Offer Closing Date.***

Pursuant to the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders 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 Bidders can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date. While we are required to complete Allotment, listing and commencement of trading pursuant to the Offer within three (3) Working Days from the Bid/ Offer Closing Date, events affecting the Bidders' decision to invest in our Equity Shares, including adverse changes in international or national monetary policy, financial, political or economic conditions, our business, results of operations, cash flows and financial condition may arise between the date of submission of the Bid and Allotment, listing and commencement of trading. We may complete the Allotment, listing and commencement of trading of our Equity Shares even if such events occur and such events may limit the Bidders' ability to sell our Equity Shares Allotted pursuant to the Offer or may cause the trading price of our Equity Shares to decline on listing.

Retail Individual Investors can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date. While our Company is required to complete 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 pursuant to the Offer within six Working Days from the Bid/Offer Closing Date, events affecting the Bidders' decision to invest in the Equity Shares, including material adverse changes in international or national monetary policy, financial, political or economic conditions, our business, results of operations or financial condition may arise between the date of submission of the Bid and Allotment. Our Company may complete the Allotment of the Equity Shares even if such events occur, and such events limit the Bidders' ability to sell the Equity Shares Allotted pursuant to the Offer or cause the trading price of the Equity Shares to decline on listing.

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

Under the foreign exchange regulations currently in force in India, transfers of 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 Equity 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, then the prior approval of the RBI will be required. Additionally, shareholders who seek to convert the Rupee proceeds from a sale of the Equity Shares in India into foreign currency and repatriate that foreign currency from India will require a no objection/tax clearance certificate from the income tax authority. We cannot assure investors that any required approval from the RBI or any other Indian government agency can be obtained on any particular terms, or at all.

- 85. *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.

86. *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.

(The remainder of this page has intentionally been left blank)

SECTION III: INTRODUCTION

SUMMARY OF FINANCIAL INFORMATION

The following tables provide the summary financial information of our Company derived from our Restated Financial Statements for the four-month period ended on July 31, 2023 and for the Financial Years ended March 31, 2023, March 31, 2022, and March 31, 2021.

The Restated Financial Information referred to above are presented under "**Financial Information**" on page 220. The summary of financial information presented below should be read in conjunction with our "**Restated Financial Statements**" and "**Management's Discussion and Analysis of Financial Position and Results of Operations**" on page 220 and 272, respectively.

(The remainder of this page has intentionally been left blank)

RESTATED SUMMARY BALANCE SHEET DATA

Restated Statement of Assets and Liabilities

(₹ in Lakhs)

Particulars	For the four-months period ended July 31, 2023	As at March 31 st		
		2023	2022	2021
ASSETS				
Non-Current Assets				
Property, plant, and equipment	185.52	193.45	215.26	130.50
Capital work-in-progress	220.84	220.84	220.84	220.84
Financial Assets				
Other Financial Assets	1,324.50	1,030.89	977.17	977.57
Deferred Tax Assets (Net)	42.03	43.79	48.13	24.87
Other Non-Current Assets	1,493.00	1,493.00	1,493.00	1,493.00
Total Non-Current Assets	3,265.89	2,981.97	2,954.40	2,846.78
Current Assets				
Inventories	709.76	660.46	270.00	-
Financial Assets				
Trade Receivables	7,575.48	7,697.71	3,017.34	3,269.09
Cash and Cash Equivalents	62.32	484.60	688.39	20.59
Other Bank Balances	42.37	177.36	16.45	15.95
Loans	8.19	9.73	5.35	-
Other Financial Assets	-	-	-	204.41
Other Current Assets	6,575.01	5,623.13	4,151.50	6,901.86
Total Current Assets	14,973.13	14,652.99	8,149.02	10,411.90
Total Assets	18,239.02	17,634.96	11,103.42	13,258.68
Equity and Liabilities				
Equity				
Equity Share Capital	1,245.70	1,245.70	1,245.70	1,245.70
Other Equity	7,877.61	7,015.48	2,933.34	1,055.29
Total Equity	9,123.30	8,261.18	4,179.04	2,300.99
Liabilities				
Non-Current Liabilities				
Financial Liabilities				
Borrowings	13.74	15.39	-	-
Other Financial Liabilities	950.00	950.00	950.00	3,135.54
Provisions	1.09	1.09	4.34	3.22
Total Non-Current Liabilities	964.83	966.49	954.34	3,138.76
Current Liabilities				
Financial Liabilities				
Borrowings	4.21	3.90	1,199.02	1,499.87
Trade and Other Payables Due to				
Micro and Small Enterprises	-	-	-	-
Other than Micro and Small Enterprises	4,651.24	6,233.99	4,069.69	5,811.81
Other Financial Liabilities	18.32	13.06	11.89	48.72
Other Current Liabilities	1,818.76	783.61	135.59	139.51
Provisions	3.13	3.13	1.81	1.35
Current Tax Liability (Net)	1,655.23	1,369.59	552.04	317.67
Total Current Liabilities	8,150.89	8,407.29	5,970.04	7,818.93
Total Equity and Liabilities	18,239.02	17,634.96	11,103.42	13,258.68

RESTATED SUMMARY CONSOLIDATED PROFIT AND LOSS DATA

Restated Statement of Profit and Loss

(₹ in Lakhs)

Particulars	For the four-months period ended July 31, 2023	As at March 31 st		
		2023	2022	2021
Income				
Revenue from Operations	3,642.07	16,068.76	7,702.08	7,195.52
Other Income	2.66	33.65	0.71	324.70
Total Income	3,644.73	16,102.41	7,702.79	7,520.22
Expenses				
Cost of Materials Consumed	274.98	1,154.82	1,133.65	1,708.73
Construction Expenses	2,102.05	8,929.84	3,090.17	3,636.24
Employee Benefits Expenses	63.90	156.04	124.95	196.91
Finance Costs	0.62	38.32	207.38	232.84
Depreciation and Amortisation Expenses	13.43	52.14	31.08	29.69
Other Expenses	37.67	262.54	637.16	486.89
Total Expenses	2,492.66	10,593.69	5,224.41	6,291.31
Profit Before Exceptional Items and Tax	1,152.08	5,508.72	2,478.38	1,228.91
Exceptional Items	-	-	-	-
Profit Before Tax	1,152.08	5,508.72	2,478.38	1,228.91
Tax Expenses				
Current Year	288.20	1,425.73	623.36	309.99
Deferred Tax	1.76	3.46	(23.20)	(8.87)
Profit for the Year	862.12	4,079.53	1,878.22	927.78
Other Comprehensive Income				
Other Comprehensive Income not to be Reclassified to Profit or Loss in Subsequent Periods:				
- Re-Measurement Income / (Losses) on Defined Benefit Plan	-	3.50	(0.23)	(0.28)
- Income Tax Effect on Above	-	(0.88)	0.06	0.07
Total Other Comprehensive Income	-	2.62	(0.18)	(0.21)
Total Comprehensive Income for the Period	862.12	4,082.14	1,878.05	927.58
Earnings per Equity Share of Face Value of ₹ 5 Each				
Basic and Diluted	1.15	5.46	2.51	1.24

RESTATED SUMMARY CONSOLIDATED CASH FLOWS DATA

Restated Statement of Cash Flow Statement

Particulars	For the four-months period ended July 31, 2023	As at March 31 st		
		2023	2022	2021
A: Cash Flow from Operating Activities:				
Net profit before tax	1,152.08	5,508.72	2,478.38	1,228.91
Adjustments for non-cash items:-				
-Depreciation	13.43	52.14	31.08	29.69
Interest Expense	(2.66)	(33.65)	(0.71)	(324.70)
Interest Income	0.62	38.32	207.38	232.84
Operating profit before working capital changes	1,163.47	5,565.52	2,716.13	1,166.74
Decrease /(increase) in trade receivable	122.23	(4,680.37)	251.75	(612.66)
Decrease /(increase) in Inventories	(49.30)	(390.46)	(270.00)	-
Decrease /(increase) in Loans	1.55	(4.39)	(5.35)	-
Decrease /(increase) in Other Current Assets	(951.88)	(1,471.63)	2,954.77	2,153.45
Increase /(Decrease) in Trade Payables	(1,582.75)	2,164.31	(1,742.12)	(1,801.78)
Increase /(Decrease) in Financial liabilities	5.25	1.17	(2,222.36)	2.54
Increase /(Decrease) in Other liabilities	1,035.14	649.59	(2.33)	(232.66)
	(1,419.76)	(3,731.78)	(1,035.65)	(491.11)
Cash generated from Operating Activities	(256.29)	1,833.75	1,680.49	675.64
Less: Tax Paid	(2.56)	(608.18)	(388.81)	(56.60)
Cash generated from & Used in Operating Activities after tax paid	(258.85)	1,225.57	1,291.68	619.04
B: Cash Flow from Investing Activity				
Purchase of Fixed Assets (Net of Sales)	(5.50)	(30.33)	(115.84)	(23.72)
Interest Income	2.66	33.65	0.71	324.70
Purchase of Shares	-	-	-	-
Sale of Investments	-	-	-	1,152.84
(Increase) / Decrease in Other Bank Balances	134.98	(160.91)	(0.92)	(5.58)
Long Term Loans and Advances	(293.61)	(53.72)	0.40	(236.89)
Net Cash Flow Generated from (Used in) Investing Activities	(161.47)	(211.30)	(115.65)	1,211.36
C: Cash Flow From Financing Activities:				
Long Term Borrowings (Net)	(1.66)	15.39	-	(1,500.00)

Particulars	For the four- months period ended July 31, 2023	As at March 31 st		
		2023	2022	2021
Short Term Borrowings (Net)	0.32	(1,195.13)	(300.85)	(91.45)
Finance Costs	(0.62)	(38.32)	(207.38)	(232.84)
Net Cash Used in Financing Activities	(1.96)	(1,218.05)	(508.23)	(1,824.29)
D: Net (Decrease) / Increase in cash and cash Equivalents	(422.28)	(203.79)	667.80	6.11
Cash and cash equivalents at the beginning	484.60	688.39	20.59	14.49
Cash and cash equivalents at the closing	62.33	484.60	688.39	20.59

(The remainder of this page has intentionally been left blank)

THE OFFER

The following table summarizes details of the Offer:

Particulars	Number of Equity Shares
Offer of Equity Shares of face value of ₹5 each ⁽¹⁾ ⁽²⁾	Up to 2,78,00,000 Equity Shares, aggregating up to ₹ [●] lakh
<i>The Offer consist of:</i>	
(i) Fresh Issue ⁽¹⁾	Up to 1,83,00,000 Equity Shares, aggregating up to ₹ [●] lakh
(ii) Offer for Sale ⁽²⁾	Up to 95,00,000 Equity Shares, aggregating up to ₹ [●] lakh
The Net Offer comprises of:	
A) QIB Portion ⁽³⁾⁽⁴⁾	Not more than [●] Equity Shares
<i>of which:</i>	
(i) Anchor Investor Portion	Up to [●] Equity Shares
(ii) Net QIB Portion (assuming Anchor Portion is fully subscribed)	[●] Equity Shares
<i>of which:</i>	
(a) Mutual Fund Portion	[●] Equity Shares
(b) Balance for all QIBs including Mutual Funds	[●] Equity Shares
B) Non-Institutional Portion	Not less than [●] Equity Shares
<i>of which:</i>	
One-third of the Non-Institutional Portion available for allocation to Bidders with an application size between ₹2.00 lakh to ₹10.00 lakh	[●] Equity Shares
Two-thirds of the Non-Institutional Portion available for allocation to Bidders with an application size of more than ₹10.00 lakh	[●] Equity Shares
C) Retail Portion ⁽⁵⁾	Not less than [●] Equity Shares
Pre and post Offer Equity Shares	
Equity Shares outstanding prior to the Offer (as of the date of this Draft Red Herring Prospectus)	7,47,41,742 Equity Shares
Equity Shares outstanding after the Offer	[●] Equity Shares
Use of Net Offer Proceeds	For details of the use of proceeds from the Fresh Issue, see " Objects of the Offer " on page 104

Notes:

- (1) The Offer has been authorized by a resolution of our Board dated December 30, 2023 and the Fresh Issue has been authorized by a special resolution of our Shareholders, dated January 24, 2024.
- (2) Our Board has taken on record the approval for the Offer for Sale by the Promoter Selling Shareholder pursuant to a resolution at its meeting held on December 30, 2023.
- (3) The Selling Shareholder confirms that the Offered Shares have been held by them for a period of at least one year prior to the filing of the Red Herring Prospectus. The Equity Shares being offered by the Selling Shareholders are eligible for being offered for sale as part of the Offer in terms of the Regulations 8 and 8A of the SEBI ICDR Regulations. The Selling Shareholder confirmed and approved its participation in the Offer for Sale, as set below:

Sr. No.	Selling Shareholders	Date of Board Resolution	Number of Offered Shares	Date of Consent Letter
1.	PKH Ventures Limited	10 th January, 2024	Up to 95,00,000 Equity Shares	10 th January 2024

- (4) Our Company and the Selling Shareholders, in consultation with the BRLM, may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. The QIB Portion will accordingly be reduced for the Equity Shares allocated to the Anchor Investors. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription in the Anchor Investor Portion, the remaining Equity Shares shall be added to the Net QIB Portion. 5% of the Net 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 Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Offer Price. In the event the aggregate demand from Mutual Funds is less than as specified above, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the Net QIB Portion and allocated proportionately to the QIB Bidders in proportion to their Bids. For details, see the chapter entitled "**Offer Procedure**" on page 319.

- (5) Under-subscription, if any, in the QIB Portion would not be allowed to be met with spill-over from other categories or a combination of categories. Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category except the QIB Portion, would be allowed to be met with spill over from any other category or combination of categories, as applicable, at the discretion of our Company and the Selling Shareholders, in consultation with the BRLM and the Designated Stock Exchange.
- (6) Allocation to all categories, except the Anchor Investor Portion and the Retail Portion, shall be made on a proportionate basis subject to valid Bids received at or above the Offer Price, as applicable. The allocation to each Retail Individual Bidder shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Portion and the remaining available Equity Shares, if any, shall be allocated on a proportionate basis. Allocation to Anchor Investors shall be on a discretionary basis in accordance with the SEBI ICDR Regulations. For further details, please see the chapter entitled "**Offer Procedure**" on page 319. For details of the terms of the Offer, please see the chapter entitled "**Terms of the Offer**" on page 308.
- (7) SEBI through its circular (SEBI/HO/CFD/DIL2/CIR/P/2022/45) dated April 5, 2022, has prescribed that all individual investors applying in initial public offerings opening on or after May 1, 2022, where the application amount is up to ₹ 5,00,000, shall use UPI. UPI Bidders using the UPI Mechanism, shall provide their UPI ID in the Bid-cum-Application Form for Bidding through Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

Allocation to Bidders in all categories, except the Retail Portion, the Non-Institutional Portion and the Anchor Investor Portion, if any, shall be made on a proportionate basis, subject to valid Bids being received at or above the Offer Price, as applicable. Allocation to 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 allocated on a proportionate basis. Allocation to Anchor Investors shall be on a discretionary basis in accordance with the SEBI ICDR Regulations. For further details, see "**Offer Structure**", "**Terms of the Offer**" and "**Offer Procedure**" on pages 314, 308 and 319, respectively.

The Equity Shares available for allocation to 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 Bidders with an application size of more than ₹2.00 lakh and up to ₹10.00 lakh, and (ii) two-third of the portion available to Non-Institutional Bidders shall be reserved for Bidders with application size of more than ₹10.00 lakh, provided that the unsubscribed portion in either of the aforementioned sub-categories may be allocated to Bidders in the other sub-category of Non-Institutional Bidders. The 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 in accordance with the SEBI ICDR Regulations.

[Remainder of this page has been intentionally left blank]

GENERAL INFORMATION

Our Company was incorporated as "Garuda Construction and Engineering Private Limited" a private company, under the Companies Act, 1956, pursuant to a certificate of incorporation dated September 21, 2010 issued by the RoC, Maharashtra at Mumbai. Subsequently, our Company was changed to "Garuda Construction and Engineering Limited" and a fresh Certificate of Incorporation dated October 10, 2023, was issued to our Company by the RoC. For further details on the changes in the registered office of our Company, see "**History and Certain Corporate Matters**" on page 183 of this Draft Red Herring Prospectus.

Registered Office of our Company

201, A Wing, Fortune 2000
C -3 Block, Bandra Kurla Complex,
Bandra (East),
Mumbai 400 051, Maharashtra

Corporate identity number: U45400MH2010PLC207963

Registration number: 207963

The Registrar of Companies

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

Registrar of Companies, Mumbai at Maharashtra

100, Everest
Marine Drive
Mumbai 400 002
Maharashtra, India

Board of Directors

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

Name and designation on the Board	Designation	DIN	Address
Pravinkumar Brijendra Kumar Agarwal	Managing Director and Chairman	00845482	1105, Tower A, Raheja Sherwood, Western Express Highway, B/H Hub Mall, Goregaon East, Mumbai - 400 063. Maharashtra
Mohit Kapoor	Whole Time Director	10301044	House No: 464, S.F., Ashoka Enclave Part - 3 Faridabad, Haryana – 121 003
Deepak Kumar	Non-Executive Director	09292428	C-181, 1 st Floor, Back Side, Clock Tower, Hari Nagar, South West Delhi – 110 064
Priyanka Yadav	Independent Director	08858855	106, Varad Vinayak Building, Sector 20, Nerul (West), Navi Mumbai, Thane - 400 706, Maharashtra
Rajvirendra Singh Rajpurohit	Independent Director	06770931	Flat No: 2-B/205, 2 nd Floor, Venkateshwar Nagar, Cabin Road, Bhayander, East, Thane, Maharashtra – 401 105
Venkateshkumar K Tirupatipanyam	Independent Director	03307261	Flat No 231, 23 rd Floor, Dhawalgiri CHS, Yashodham, General A K Vaidya Marg, Goregaon East, Mumbai – 400 063

For further details of our Board of Directors, see "**Our Management**" on page 188 of this Draft Red Herring Prospectus.

Company Secretary and Compliance Officer

Aaushi Batheja

Company Secretary and Compliance Officer of our Company.

142, Garuda House

Upper Govind Nagar, Malad (East)

Mumbai – 400 097

Maharashtra, India

Tel: +91 22 7963 5174

E-mail: compliance@garudaconstructionengineering.com

Filing of this Draft Red Herring Prospectus

A copy of this Draft Red Herring Prospectus shall be uploaded on the SEBI intermediary portal at <https://siportal.sebi.gov.in> as specified in Regulation 25(8) of the SEBI ICDR Regulations and the SEBI master circular SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023.

The Red Herring Prospectus and Prospectus, respectively, will be filed with the RoC in accordance with section 32 read with section 26 of the Companies Act, along with the material contracts and documents referred to in each of the Red Herring Prospectus and the Prospectus, respectively, and through the electronic portal.

Book Running Lead Manager

Corpwis Advisors Private Limited

510, 5th Floor, Dilkap Chambers,

Plot A/7, Veera Desai Road,

Andheri (w), Mumbai, Maharashtra - 400053

Tel: +91-22 4972 9990

Website: www.corpwis.com

Investor Grievance e-mail: www.corpwis.com

Contact Person: Mr. Nikunj Kanodia / Mr. Vishal Kumar Garg

SEBI Registration No: INM000012962

Statement of inter-se allocation of among the Book Running Lead Manager

Corpwis Advisors Private Limited is the sole Book Running Lead Manager to the Offer and all the responsibilities relating to co-ordination and other activities in relation to the Offer shall be performed by them.

Registrar to the Offer

Link Intime India Private Limited

C-101, 1st Floor, 247 Park,

L.B. S. Marg, Vikhroli (West)

Mumbai 400 083, Maharashtra, India

Tel: +91 810 811 4949

Email: garudaconstructions.ipo@linkintime.co.in

Website: www.linkintime.co.in

Investor grievance e-mail: garudaconstructions.ipo@linkintime.co.in

Contact Person: Shanti Gopalkrishnan

SEBI Registration No.: INR000004058

Legal Counsel to the Company as to Indian Law

Rajani Associates, Advocates & Solicitors

204 – 207, Krishna Chambers,

59, New Marine Lines,

Mumbai 400 020

Maharashtra, India

Tel: +91 22 4096 1000
Email Id: sangeeta@rajaniassociates.net
Contact Person: Sangeeta Lakhi

Legal Counsel to the Book Running Lead Manager as to Indian Law
MV Kini Law Firm,
KINI house, DN Road,
Fort, Mumbai,
Maharashtra – 400001, India

Advisors to the Offer

NNM NextGen Advisory Private Limited
B-6 & 7, Plot No. 31,
2nd Floor, Shri Siddhivinayak Plaza,
Village Oshiwara,
Off Link Road, Andheri (West)
Mumbai – 400058
Email: contact@cokaco.com
Tel: +91 22 4079 00011/40730036
Contact Person: Nikunj Anilkumar Mittal

Statutory Auditors to our Company

M/s Mittal Agarwal and Company, Chartered Accountants
404, Madhu Industrial Estate
Mogra Cross Road, Near Apollo Chambers
Andheri (East), Mumbai 400 069
Maharashtra, India
E-mail: deepeshmittal@mittalagarwal.com / piyush@mittalagarwal.com
Tel: +91 22 2832 4532
Contact Person: Deepesh Mittal
Firm registration number: 131025W
Peer review certificate number: 010901

Change in Statutory Auditors

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

Banker(s) to the Offer

Escrow Collection Bank(s)

[•]

Refund Bank(s)

[•]

Public Offer Account Bank(s)

[•]

Sponsor Bank(s)

[•]

Banker(s) to our Company

Federal Bank

Andheri, Mumbai Branch
P B NO: 17387,8,9,10 Laram Centre,
S V Road, Andheri (West),
Mumbai – 400 058; Maharashtra
Telephone Number: 91 22 26288115
Contact person: Ajeesh Kumar K V
Website: www.federalbank.co.in
E-mail: bbyb@federalbank.co.in

Syndicate Members

[•]

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](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 UPI Bidder using the UPI Mechanism), not Bidding through Syndicate/Sub Syndicate or through a Registered Broker, RTA or CDP may submit the ASBA Forms, is [available at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34](https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34), and at such other websites as may be prescribed by SEBI from time to time.

SCSBs enabled for UPI Mechanism

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 only apply through the SCSBs and mobile applications using the UPI handles specified on the website of the SEBI. The list of SCSBs through which Bids can be submitted by UPI Bidders using the UPI Mechanism, including details such as the eligible mobile applications and UPI handle which can be used for such Bids, is available on the website of the SEBI at 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, respectively. as updated from time to time.

Syndicate SCSB Branches

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

Registered Brokers

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

Registrar and Share Transfer Agents

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

Collecting Depository Participants

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

Credit Rating

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

Debenture Trustee

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

Appraising Entity

No appraising entity has been appointed in relation to the Offer.

Monitoring Agency

As the size of the Fresh Issue exceeds ₹100 Crores, our Company will appoint a credit rating agency registered with SEBI as a monitoring agency to monitor the utilisation of the Net Proceeds, in accordance with Regulation 41 of the SEBI ICDR Regulations, prior to the filing of the Red Herring Prospectus with the RoC. For details in relation to the proposed utilisation of the Net Proceeds, see the section titled "*Objects of the Offer*" on page 104 of this Draft Red Herring Prospectus.

Grading of the Offer

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

Green Shoe Option

No green shoe option is contemplated under the Offer.

Experts

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

Our Company has received consent dated 30th January, 2024 from M/s. Mittal Agarwal and Company, Chartered Accountants, our Statutory Auditors, holding a valid peer review certificate from ICAI, to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus 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 (i) their examination report dated 30th December 2023 on our Restated Financial Statements; and (ii) report dated 30th January 2024 on the statement of special 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.

In addition, Our Company has received consent dated January 29, 2024 from M/s. Design Ethics Architects, Project Consultants and Chartered Engineer, to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus and as an "expert" as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as our Project Consultants and Chartered Engineer, and in respect of (i) their report on our completed projects and Third party Developer Order Book and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Our Company has also received (i) consent dated 31st January, 2024 from M/s. Raja Vikram and company, Company Secretary to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus and as an "expert" as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as independent practicing company secretary, 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. The above-mentioned consents have not been withdrawn as on the date of this Draft Red Herring Prospectus.

Book Building Process

Book building, in the context of the Offer, refers to the process of collection of Bids from investors on the basis of this Draft Red Herring Prospectus and the Bid cum Application Forms within the Price Band. The Price Band will be decided by our Company and the Promoter Selling Shareholder, in consultation with the BRLM, and if not disclosed in this Draft Red Herring Prospectus, will be advertised in all editions of [●], an English national daily newspaper, all editions of [●] a Hindi national daily newspaper and Mumbai edition of [●], a Marathi newspaper, Marathi being the regional language of Maharashtra where our Registered Office is located, each with wide circulation, at least two Working Days prior to the Bid/ Offer Opening Date and shall be made available to the Stock Exchanges for the purposes of uploading on their respective websites. The Offer Price shall be determined by our Company and the Promoter Selling Shareholder, in consultation with the BRLM after the Bid/ Offer Closing Date. For details, see "*Offer Procedure*" on page 319 of this Draft Red Herring Prospectus.

All investors shall only participate through the ASBA process by providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by the SCSBs. UPI Bidders shall participate through the ASBA process, either by (i) providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by the SCSBs; or (ii) using the UPI Mechanism.

In accordance with the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders are not permitted to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any state. Retail Individual Bidders can revise their Bids during the Bid / Offer Period and withdraw their Bids until the Bid/ Offer Closing Date. Allocation to QIBs and Non-Institutional Bidders will be on a proportionate basis. For illustration of the Book Building Process and further details, see "*Terms of the Offer*" and "*Offer Procedure*" on pages 308 and 319, respectively, of this Draft Red Herring Prospectus.

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

Bidders should note that the Offer is also subject to (i) filing of the Prospectus with the RoC; and (ii) obtaining final listing and trading approvals from the Stock Exchanges, which our Company shall apply for after Allotment within six Working Days of the Bid/Offer Closing Date or such other time as prescribed

under applicable law.

Each Bidder, by submitting a Bid in the Offer, will be deemed to have acknowledged the above restrictions and the terms of the Offer.

For further details on the method and procedure for Bidding, see "*Offer Structure*" and "*Offer Procedure*" on pages 314 and 319 respectively of this Draft Red Herring Prospectus.

Underwriting Agreement

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

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

(₹ in lakhs)

Name, address, telephone and e-mail of the Underwriters	Indicative Number of Equity Shares to be Underwritten	Amount Underwritten
[●]	[●]	[●]

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

The abovementioned underwriting commitment is indicative and will be finalized after determination of the Offer Price and Basis of Allotment and will be subject to the provisions of Regulation 40(2) of the SEBI ICDR Regulations.

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

Allocation among the Underwriters may not necessarily be in the proportion of their underwriting commitments set forth in the table above. Notwithstanding the above table, each of the Underwriters shall be severally responsible for ensuring payment with respect to the Equity Shares allocated to Bidders 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 entered into as on the date of this Draft Red Herring Prospectus. The Underwriting Agreement shall be entered into on or after the Pricing Date but prior to filing of the Prospectus with the RoC.

(The remainder of this page has intentionally been left blank)

CAPITAL STRUCTURE

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

(in ₹ lakh, except share data unless otherwise stated)

Sr. No.	Particulars	Aggregate value at face value	Aggregate value at Offer Price*
A AUTHORIZED SHARE CAPITAL#			
	10,00,00,000 Equity Shares of face value of ₹5 each	50,00,00,000	-
B ISSUED, SUBSCRIBED AND PAID-UP CAPITAL BEFORE THE OFFER			
	7,47,41,742 Equity Shares of face value ₹5 each	37,37,08,710	-
C PRESENT OFFER			
	Offer of up to 2,78,00,000 Equity Shares ⁽¹⁾⁽²⁾ of face value ₹5 each aggregating up to ₹[●] lakhs which includes:	[●]	[●]
	Fresh Issue of up to 1,83,00,000 Equity Shares of face value ₹5 each aggregating up to ₹[●] lakhs ⁽¹⁾	[●]	[●]
	Offer for Sale of up to 95,00,000 Equity Shares of face value ₹ 5 each aggregating up to [●] lakhs ⁽²⁾	[●]	[●]
D ISSUED, SUBSCRIBED AND PAID-UP CAPITAL AFTER THE OFFER			
	9,30,41,742 Equity Shares of face value of ₹5 each*	46,52,08,710	[●]
E SECURITIES PREMIUM ACCOUNT			
	Before the Offer		Nil
	After the Offer		[●]

*To be updated upon finalization of the Offer Price and subject to the Basis of Allotment.

⁽¹⁾ The Offer has been authorised by the Board of Directors vide a resolution passed at its meeting held on 30th December 2023, and the Fresh Issue has been authorized by the Shareholders of our Company vide special resolution passed pursuant to Section 62(1) of the Companies Act, 2013 at the EGM held on 24th January 2024.

⁽²⁾ The Promoter Selling Shareholder, specifically confirms that the Offered Shares have been held by such Promoter Selling Shareholder for a period of at least one year prior to filing of the Draft Red Herring Prospectus and are eligible for the Offer for Sale in accordance with the Regulation 8 of the SEBI ICDR Regulations. Our Board has taken on record the approval for the Offer for Sale by the Promoter Selling Shareholder pursuant to its resolution dated 10th January 2024. For further details on the authorization of the Promoter Selling Shareholder in relation to the Offered Shares, see "Other Regulatory and Statutory Disclosures" on page 297.

For details of changes to our Company's authorised share capital in the last 10 years, see "History and Certain Corporate Matters" on page 183.

Notes to the Capital Structure

1. Share Capital History of our Company

a. Equity Share Capital

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

Date of allotment	Details of Allottees	Reason/nature of allotment	Number of equity shares allotted	Face value per equity share (₹)	Issue Price per equity share (₹)	Form/nature of consideration	Cumulative number of equity shares	Cumulative paid-up equity share capital (₹)
September 21, 2010	Allotment of 3,000 equity shares to Alok Kumar Brijendra Agarwal, 4,000 equity shares to Pravinkumar Brijendra Kumar Agarwal and 3,000	Initial subscription to Memorandum of Association	10,000	10.00	10.00	Cash	10,000	1,00,000

Date of allotment	Details of Allottees	Reason/nature of allotment	Number of equity shares allotted	Face value per equity share (₹)	Issue Price per equity share (₹)	Form/nature of consideration	Cumulative number of equity shares	Cumulative paid-up equity share capital (₹)
	equity shares to Sudhir Kumar Brijendra Kumar Agarwal.							
March 31, 2011	Allotment of 4,90,000 equity shares to Ayesspea Holdings and Investments Private Limited	Further Issue	4,90,000	10.00	10.00	Cash	5,00,000	50,00,000
March 31, 2015	Allotment of 2,50,000 equity shares to Ayesspea Holdings and Investments Private Limited	Private Placement	2,50,000	10.00	10.00	Cash	7,50,000	75,00,000
March 26, 2016	Allotment of 30,00,000 equity shares to Makindian Foods Private Limited*	Private Placement	30,00,000	10.00	10.00	Cash	37,50,000	3,75,00,000
October 4, 2019	Allotment of 19,45,525 equity shares to Ayesspea Holdings and Investments Private Limited	Rights issue at a premium of ₹7.99 per equity share	19,45,525	10.00	17.99	Cash	56,95,525	5,69,55,250
December 11, 2019	Allotment of 8,000 equity shares to Pravinkumar Brijendra Kumar Agarwal, 35,88,420 equity shares to Ayesspea Holdings and Investments Private Limited and 9,60,000 equity shares to Makindian Food Private Limited*	Bonus Issue in the ratio of 100 shares for every 125 equity shares held	45,56,420	10.00	NA	Other than Cash	1,02,51,945	10,25,19,450
December 17, 2019	Allotment to Ayesspea Holdings and Investments Private Limited	Rights Issue at a premium of ₹14.58 per equity share	6,85,871	10.00	14.58	Cash	1,09,37,816	10,93,78,160
March 25, 2021	Allotment of 2,500 equity shares to Pravinkumar Brijendra Kumar Agarwal, 3,00,000 equity shares to Makindian Foods Private Limited* and 12,16,641 equity shares to PKH Ventures Limited#	Bonus Issue in the ratio of 5 equity shares for every 36 equity shares held	15,19,141	10.00	NA	Other than cash	1,24,56,957	12,45,69,570
September 05, 2023	Allotment of 20 equity shares to Pravinkumar Brijendra Kumar Agarwal, 20 equity shares to Ayesspea Holdings and Investments Private Limited	Bonus Issue in the ratio of 2 equity shares for every 1 equity share held	2,49,13,914	10	NA	Other than cash	3,73,70,871	37,37,08,710

Date of allotment	Details of Allottees	Reason/nature of allotment	Number of equity shares allotted	Face value per equity share (₹)	Issue Price per equity share (₹)	Form/nature of consideration	Cumulative number of equity shares	Cumulative paid-up equity share capital (₹)
	49,20,000 equity shares to Makindian Township Private Limited*, 1,99,93,814 equity shares to PKH Ventures Limited#, 20 equity shares to Jyotsna Agarwal, 20 equity shares to Aroma Coffees Private Limited and 20 equity shares to Shivkumar Chhangur Singh #							

Pursuant to Shareholders' resolution dated September 06, 2023, equity shares of face value of ₹ 10 each of our Company were sub-divided into equity shares of face value of ₹ 5 each on September 06, 2023. Consequently, the issued and subscribed share capital of our Company comprising 3,73,70,871 equity shares of face value of ₹ 10 each was sub-divided into 7,47,41,742 equity shares of face value of ₹ 5 each.

Total	-	7,47,41,742	5	-	37,37,08,710
--------------	---	--------------------	----------	---	---------------------

* "Makindian Foods Private Limited" currently known as "Makindian Township Private Limited", the fresh Incorporation Certificate was received by the company on August 25, 2021.

b. Preference Share Capital

Our Company does not have any preference share capital as on the date of this Draft Red Herring Prospectus.

c. Equity Shares issued for consideration other than cash or by way of bonus or out of revaluation reserves

(i) Except as stated below, Our Company has not issued any Equity Shares for consideration other than cash.

Date of allotment	Details of Allottee	Issue price per equity share (₹)	Reason/nature of allotment	Number. of equity shares allotted	Face value per equity share (₹)	Benefits accrued to our Company
December 11, 2019	Allotment of 8,000 equity shares to Pravinkumar Brijendra Kumar Agarwal, 35,88,420 equity shares to Ayesspea Holdings and Investment Private Limited and 9,60,000 equity shares to Makindian Foods Private Limited *	NA	Bonus Issue in the ratio of 100 equity shares for every 125 equity shares held	45,56,420	10.00	-
March 25, 2021	Allotment of	NA	Bonus	15,19,141	10.00	-

Date of allotment	Details of Allottee	Issue price per equity share (₹)	Reason/nature of allotment	Number. of equity shares allotted	Face value per equity share (₹)	Benefits accrued to our Company
	2,500 equity shares to Pravinkumar Brijendra Kumar Agarwal, 12,16,641 equity shares to PKH Ventures Lintied# 3,00,000 equity shares to Makindian Foods Private Limited* #		Issue in the ratio of 5 equity shares for every 36 equity shares held			
September 2023	05, Allotment of 20 equity shares to Pravinkumar Brijendra Kumar Agarwal, 20 equity shares to Ayesspea Holdings and Investments Private Limited 49,20,000 equity shares to Makindian Township Private Limited*, 1,99,93,814 equity shares to PKH Ventures Limited#, 20 equity shares to Jyotsna Agarwal, 20 equity shares to Aroma Coffees Private Limited and 20 equity shares to Shivkumar Chhangur Singh #	NA	Bonus Issue in the ratio of 2 equity shares for every 1 equity share held	2,49,13,914	10.00	—

* "Makindian Foods Private Limited" currently known as "Makindian Township Private Limited", the fresh Incorporation Certificate was received by the company on August 25, 2021

PKH Ventures Limited was formerly known as PKH Ventures Private Limited and PK Hospitality Services Private Limited, the fresh Incorporation Certificates were received by the company on June 20, 2021 and August 20, 2021,

(ii) Further, our Company has not issued any Equity Shares out of its revaluation reserves.

d. **Equity Shares issued or allotted in terms of any schemes of arrangement**

Our Company has not issued or allotted any Equity Shares in terms of any scheme approved under Section 391- 394 of the Companies Act, 1956 or Section 230-232 of the Companies Act, 2013.

e. **Details of Equity Shares granted under Employee Stock option Schemes**

Our Company does not have any Employee Stock Option Scheme/Employee Stock Purchase Plan for our employees and our Company does not intend to allot any shares to our employees under Employee Stock Option Scheme / Employee Stock Purchase Plan from the proposed Offer. As and when, options are granted to our employees under the Employee Stock Option Scheme, our Company shall comply with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014.

f. **Equity Shares allotted at a price lower than the Offer Price in the preceding one (1) year of this Draft Red Herring Prospectus**

Our Company has not issued any Equity Shares at a price which may be lower than the Offer Price, during a period of one (1) year preceding the date of this Draft Red Herring Prospectus.

[Remainder of this page intentionally left blank]

g. **Shareholding Pattern of our Company**

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

Category (I)	Category of Shareholder (II)	Number of Shareholders (III)	Number of fully paid up Equity Shares held (IV)	Number of Partly paid-up Equity Shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of Equity Shares held (VII) =(IV)+(V)+ (VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)			Number of Equity Shares Underlying Outstanding convertible securities (including Warrants) (X)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted Equity Share capital) (XI)= (VII)+(X) As a % of (A+B+C2)	Number of Locked in Equity Shares (XII)		Number of Equity Shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialized form (XIV)	
								Number of voting rights					Total as a % of (A+B+C)	Number (a)	As a % of total Equity Shares held (b)	Number (a)		As a % of total Equity Shares held (b)
								Class eg: Equity Shares	Class eg: Others	Total								
(A)	Promoter and Promoter Group	6	7,23,60,790	-	-	7,23,60,790	96.81	7,23,60,790	-	7,23,60,790	96.81	-	-	-	-	-	-	7,23,60,790
(B)	Public	3	23,81,012	-	-	23,81,012	3.19	23,81,012	-	23,81,012	3.19	-	-	-	-	-	-	23,81,012
(C)	Non Promoter- Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)(1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C)(2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total (A)+(B)+(C)	9	7,47,41,742	-	-	7,47,41,742	100	7,47,41,742	-	7,47,41,742	100	-	-	-	-	-	-	7,47,41,742

h. **Major shareholders**

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

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

Sr. No.	Name of the Shareholder	Number of Equity Shares of face value ₹5/- each*	Percentage of Pre-Offer equity share capital (%)
1	PKH Ventures Limited	5,76,00,490.00	77.07
2	Makindian Foods Private Limited	1,47,60,000.00	19.75
3	Yash Shares And Stock Pvt Ltd	17,85,714.00	2.39
	Total	7,41,46,204.00	99.20

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

Sr. No.	Name of the Shareholder	Number of Equity Shares of face value ₹5/- each*	Percentage of the Pre-Offer equity share capital (%)
1	PKH Ventures Limited	5,99,81,442.00	80.25
2	Makindian Township Private Limited^	1,47,60,000.00	19.75
	Total	7,47,41,442.00	99.99

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

Sr. No.	Name of the Shareholder	Number of Equity Shares of face value ₹10/- each*	Percentage of the share capital (%)
1	PKH Ventures Limited	99,96,957	80.25
2	Makindian Township Private Limited^	24,60,000	19.75
	Total	1,24,56,957.00	100.00

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

Sr. No.	Name of the Shareholder	Number of Equity Shares of face value ₹10/- each*	Percentage of the share capital (%)
1	PKH Ventures Limited	99,96,957	80.25
2	Makindian Foods Private Limited^	24,60,000	19.75
	Total	1,24,56,957.00	100.00

* Note : Pursuant to a resolution passed by our Board on September 04, 2023 and a resolution passed by our Shareholders on September 06, 2023, the issued, subscribed and paid-up capital of our Company was sub - divided from 3,73,70,871 equity shares of face value of ₹ 10 each to 7,47,41,742 equity shares of face value of ₹ 5 each. The table above does not reflect the effect of such share split.

^Makindian Township Private Limited was formerly known as Makindian Foods Private Limited, the fresh Incorporation Certificate was received by the company on June 02, 2022.

- i. Except for the allotment of Equity Shares pursuant to the Fresh Issue, our Company presently does not intend, negotiate or consider to alter its capital structure from the date of filing of this Draft Red Herring Prospectus until a period of six months from the Bid/Offer Opening Date, by way of split or consolidation

of the denomination of Equity Shares, or by way of further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly, for Equity Shares), whether on a preferential basis, or by way of issue of bonus Equity Shares, or through a rights issue or further public issue of Equity Shares, or otherwise.

j. As on the date of this Draft Red Herring Prospectus, our Company has total of nine (9) shareholders.

k. **Details of acquisition of specified securities in the last three (3) years**

Except as disclosed below, none of the specified securities were acquired in the last three (3) years, by our Promoter and members of our Promoter Group from the date of this Draft Red Herring Prospectus:

Sr. No.	Name of the acquirer	Date of acquisition of Equity Share	No. of Equity Shares	Acquisition price per Equity Share (in ₹)
Promoter				
1.	PKH Ventures Limited #	March 25, 2021 ⁽¹⁾	12,16,641	Nil [#]
		September 21, 2021 ⁽²⁾	20,500	18.47
		September 05, 2023 ⁽⁴⁾	1,99,93,814	Nil [^]
2.	Makindian Township Private Limited* #	March 25, 2021 ⁽¹⁾	3,00,000	Nil [#]
		September 05, 2023 ⁽⁴⁾	49,20,000	Nil [^]
3.	Pravinkumar Brijendra Kumar Agarwal #	March 25, 2021 ⁽¹⁾	2,500	Nil [#]
		September 05, 2023 ⁽³⁾	10	67
		September 05, 2023 ⁽⁴⁾	20	Nil [^]
Promoter Group				
4.	Ayesspea Holdings and Investments Private Limited #	September 05, 2023 ⁽³⁾	10	67
		September 05, 2023 ⁽⁴⁾	20	Nil [^]
5.	Aroma Coffees Private Limited #	September 05, 2023	10	67
		September 05, 2023 ⁽⁴⁾	20	Nil [#]
6.	Jyotsna Agarwal #	September 05, 2023 ⁽³⁾	10	67
		September 05, 2023 ⁽⁴⁾	20	Nil [^]
Directors of Our Promoter Entities (other than Pravinkumar Brijendra Kumar Agarwal)				
7.	Kingston Eric Mendes	Nil	Nil	NA
8.	Rudolf John Corriea	Nil	Nil	NA
9.	Rajvirendra Singh Rajpurohit	Nil	Nil	NA
10.	Priyanka Yadav	Nil	Nil	NA

*Makindian Township Private Limited was formerly known as Makindian Foods Private Limited, the fresh Incorporation Certificate was received by the company on June 02, 2022.

[#]The acquisition price is Nil as the Equity Shares were allotted pursuant to bonus issue in the ratio of 5 shares for every 36 shares held.

[^]The acquisition price is Nil as the Equity Shares were allotted pursuant to bonus issue in the ratio of 2 shares for every 1 share

held.

- (1) Allotment of 12,16,641 equity shares to PKH Ventures Limited, 3,00,000 equity shares to Makindian Township Private Limited and 2,500 equity shares to Pravinkumar Brijendra Kumar Agarwal by way of bonus in the ratio of 5:36.
- (2) Transfer of 20,400 equity shares from Pravinkumar Brijendra Kumar Agarwal
- (3) Transfer of 10 equity shares each by PKH Ventures Limited to Ayesspea Holdings and Investments Private Limited, Aroma Coffees Private Limited, Jyotsna Agarwal, Pravinkumar Brijendra Kumar Agarwal and Shivkumar Chhangur Singh..
- (4) Allotment of 1,99,93,814 Equity Shares to PKH Ventures Limited, 49,20,000 equity shares to Makindian Township Private Limited, 20 equity shares to Ayesspea Holdings and Investments Private Limited, 20 equity shares to Aroma Coffees private Limited, 20 shares to Jyotsna Agarwal, and 20 shares to Shivkumar Chhangur Singh by way of bonus in the ratio of 2:1.

1. Details of Shareholding of our Promoter and members of the Promoter Group in our Company
Equity shareholding of the Promoter

- a. As on the date of this Draft Red Herring Prospectus, our Promoters Pravinkumar Brijendra Kumar Agarwal holds 60 Equity Shares of Our Company equivalent to a negligible percentage, PKH Ventures Limited holds 5,76,00,490 Equity Shares, equivalent to 77.07% of the issued, subscribed and paid-up Equity Share capital of our Company; Makindian Township Private Limited holds 1,47,60,000 Equity Shares equivalent to 19.75% of the issued, subscribed and paid-up Equity Share Capital of our Company.
- b. All Equity Shares held by our Promoter are in dematerialized form as on the date of this Draft Red Herring Prospectus.

c. Build-up of the Promoter's shareholding in our Company

The build-up of the equity shareholding of our Promoter since the incorporation of our Company is set forth in the table below:

Pravinkumar Brijendra Kumar Agarwal							
Date of allotment / transfer	Nature of acquisition (allotment / acquisition / transfer)	Number of equity shares	Nature of consideration	Face value per equity share (in ₹)	Issue price / acquisition price / transfer price per equity share (in ₹)	Percentage of pre-Offer equity share capital (%)	Percentage of post-Offer equity share capital (%)
September 21, 2010	Initial Subscription	4,000	Cash	10	10	Negligible	[●]
March 30, 2017	Transfer from Alok Kumar Vijendra Agarwal	3,000	Consideration other than cash	10	-	Negligible	[●]
March 30, 2017	Transfer from Sudhir Kumar Brijendra Agarwal	3,000	Consideration other than cash	10	-	Negligible	[●]
December 11, 2019	Bonus Issue in the ratio of 100 shares for every 125 shares held	8,000	Consideration other than cash	10	-	Negligible	[●]
March 25, 2021	Bonus Issue in the ratio of 5 shares for every 36 shares held	2,500	Consideration other than cash	10	-	Negligible	[●]
September 21, 2021	Transfer of shares to PKH Ventures	(20,500)	Cash	10	18.47	0.03	[●]
September 5,	Transfer from	10	Cash	10	67	Negligible	[●]

Pravinkumar Brijendra Kumar Agarwal							
Date of allotment / transfer	Nature of acquisition (allotment / acquisition / transfer)	Number of equity shares	Nature of consideration	Face value per equity share (in ₹)	Issue price / acquisition price / transfer price per equity share (in ₹)	Percentage of pre-Offer equity share capital (%)	Percentage of post-Offer equity share capital (%)
2023	PKH Ventures						
September 5, 2023	Bonus Issue in the ratio of 2 shares for every 1 share held	20	Consideration other than cash	10	-	Negligible	[●]
Pursuant to Shareholders' resolution dated September 06, 2023, Equity Shares of face value of ₹ 10 each of our Company were sub-divided into Equity Shares of face value of ₹ 5 each on September 06, 2023. Consequently, 30 Equity Shares of ₹ 10 each held by our Promoter, Pravinkumar Brijendra Kumar Agarwal were sub-divided into 60 Equity Shares of face value of ₹ 5 each							
Total		60				Negligible	[●]

PKH Ventures Limited							
Date of allotment / transfer	Nature of acquisition (allotment / acquisition / transfer)	Number of equity shares	Nature of consideration	Face value per equity share (in ₹)	Issue price / acquisition price / transfer price per equity share (in ₹)	Percentage of pre-Offer equity share capital (%)	Percentage of post-Offer equity share capital (%)
April 02, 2020	Transfer of equity shares from Ayesspea Holdings and Investments Private Limited	87,59,816	Other than cash*	10.00	14.58	11.72	[●]
March 25, 2021	Bonus Issue in the ration of 5 equity shares for every 36 equity shares held	12,16,641	Other than cash	10.00	NA	1.63	[●]
September 21, 2021	Transfer of equity shares from Pravinkumar Brijendra Kumar Agarwal	20,500	Cash	10.00	18.47	0.03	[●]
September 05, 2023	Transfer of 10 equity shares to Ayesspea Holdings and Investments Private Limited, Aroma Coffees Private Limited, Pravinkumar Brijendra Kumar Agarwal, Jyotsna Agarwal and Shivkumar Chhangur Singh,	(50)	Cash	10.00	67	Negligible	[●]

PKH Ventures Limited							
Date of allotment / transfer	Nature of acquisition (allotment / acquisition / transfer)	Number of equity shares	Nature of consideration	Face value per equity share (in ₹)	Issue price / acquisition price / transfer price per equity share (in ₹)	Percentage of pre-Offer equity share capital (%)	Percentage of post-Offer equity share capital (%)
	each						
September 05, 2023	Bonus Issue in the ratio of 2 equity share for every 1 equity share held	1,99,93,814	Other than cash	10.00	NA	26.76	[●]
January 30, 2024	Sale	23,80,952	Cash	5.00	84.00	31.86	[●]
Pursuant to Shareholders' resolution dated September 06, 2023, Equity Shares of face value of ₹ 10 each of our Company were sub-divided into Equity Shares of face value of ₹ 5 each on September 06, 2023. Consequently, 2,99,90,721 Equity Shares of ₹ 10 each held by our Promoter were sub-divided into 5,76,00,430 Equity Shares of face value of ₹ 5 each							
Total		5,76,00,430				77.07	[●]

*Pursuant to the settlement of Accounts and Share Transfer Agreement between Ayesspea Holdings and Investments Private Limited and PKH Hospitality Private Limited dated April 01, 2020

Makindian Township Private Limited							
Date of allotment / transfer	Nature of acquisition (allotment / acquisition / transfer)	Number of equity shares	Nature of consideration	Face value per equity share (in ₹)	Issue price / acquisition price / transfer price per equity share (in ₹)	Percentage of pre-Offer equity share capital (%)	Percentage of post-Offer equity share capital (%)
March 26, 2016	Preferential Allotment	30,00,000	Cash	10	10	4.01	[●]
March 26, 2016	Transfer to Ayesspea Holdings and Investments Private Limited	(18,00,000)	Cash	10	10	(2.41)	[●]
December 11, 2019	Bonus issue in the ratio of 100 shares for every 125 shares held	9,60,000	Consideration other than cash	10	-	1.28	[●]
March 25, 2021	Bonus issue in the ratio of 5 shares for every 36 shares held	3,00,000	Consideration other than cash	10	-	0.40	[●]
September 05, 2023	Bonus issue in the ratio of 2 shares for every one share held	49,20,000	Consideration other than cash	10	-	6.58	[●]
Pursuant to Shareholders' resolution dated September 06, 2023, Equity Shares of face value of ₹ 10 each of our Company were sub-divided into Equity Shares of face value of ₹ 5 each on September 06, 2023. Consequently, 73,80,000 Equity Shares of ₹ 10 each held by our Promoter, Makindian Township Private Limited were sub-divided into 1,47,60,000 Equity Shares of face value of ₹ 5 each							
Total		1,47,60,000				19.25	

- d. Out of its total shareholding, PKH Ventures Limited is offering 95,00,000 Equity Shares as a part of the Offer for Sale.
- e. All the Equity Shares held by our Promoter were fully paid-up on the respective dates of allotment or

- acquisition, as applicable, of such Equity Shares.
- f. None of the Equity Shares held by our Promoter are pledged.
- g. **Equity Shareholding of the Promoter Group**

As on the date of this Draft Red Herring Prospectus, the members of our Promoter Group (other than our Promoter) collectively hold 180 Equity Shares, equivalent to negligible% of the issued, subscribed and paid-up Equity Share capital of our Company, as set forth in the table below:

Sr. No.	Name of the Shareholder	Number of equity shares held	Percentage of the share capital
1.	Ayesspea Holdings and Investments Private Limited	60	Negligible
2.	Aroma Coffees Private Limited	60	Negligible
3.	Jyotsna Agarwal	60	Negligible
Total		180	Negligible

- h. None of the promoters, the members of Promoter Group, Directors, Key Managerial Personnel and Senior Management Personnel and their relatives have purchased or sold any securities of our Company during the period of six (6) months immediately preceding the date of this Draft Red Herring Prospectus, except as stated in "*Share Capital History of Our Company*" – "*Details of acquisition of specified securities in the last three (3) years*" – "*Promoter Group*" on page 88.
- i. There have been no financing arrangements whereby Promoters, members of Promoter Group, Directors, Key Managerial Personnel and Senior Management Personnel 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.

2. Details of lock-in of Equity Shares

(i) Details of Promoter's contribution locked in for eighteen (18) months

Pursuant to Regulations 14 and 16(1) of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company held by the Promoter shall be locked in for a period of eighteen (18) months as minimum Promoter's contribution from the date of Allotment ("Minimum Promoter's Contribution"), and the Promoter's shareholding in excess of 20% of the fully diluted post-Offer Equity Share capital shall be locked in for a period of six (6) months from the date of Allotment.

Details of the Equity Shares to be locked-in for eighteen (18) from the date of Allotment as Minimum Promoter's Contribution are set forth in the table below:

Name of the Promoter	Date of allotment of the equity shares*	Nature of transaction	Face value per Equity Share (₹)	Issue/ acquisition price per equity share (₹)	No. of equity shares locked-in	Percentage of the fully diluted pre-Offer paid-up capital (%)	Percentage of the fully diluted post-Offer paid-up capital (%)	Date up to which the equity shares are subject to lock-in
PKH Ventures Limited	September 5, 2023	Bonus	5.00	-	1,90,00,000	25.42	20.42	[•]

Note: To be updated at the stage of filling Prospectus and subject to finalisation of Basis of Allotment.

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

Shares.

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

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

- a. The Equity Shares offered for Minimum Promoter's Contribution do not include Equity Shares acquired in the three immediately preceding years (a) for consideration other than cash involving revaluation of assets or capitalisation of intangible assets; or (b) resulting from a bonus issue of Equity Shares out of revaluation reserves or unrealised profits of our Company or from a bonus issuance of equity shares against Equity Shares, which are otherwise ineligible for computation of Minimum Promoter's Contribution
- b. The Minimum Promoter's Contribution does not include any Equity Shares acquired during the immediately preceding one year at a price lower than the price at which the Equity Shares are being offered to the public in the Offer.
- c. Our Company has not been formed by the conversion of a partnership firm or a limited liability partnership firm; and
- d. The Equity Shares forming part of the Minimum Promoter's Contribution are not subject to any pledge.
- e. Our Promoter has agreed not to sell, transfer, charge, pledge or otherwise encumber in any manner, the Minimum Promoter's contribution from the date of filing of this Draft Red Herring Prospectus, until the expiry of the lock-in 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.

(ii) **Details of Equity Shares locked-in for six (6) months**

In terms of Regulation 17 of the SEBI ICDR Regulations, the entire pre-Offer Equity Share capital held by persons other than our Promoters will be locked-in for a period of six months from the date of Allotment in the Offer, except Offered Shares and any other categories of shareholders in accordance with Regulation 16(b) of and as exempted under Regulation 17 of the SEBI ICDR Regulations.

Any unsubscribed portion of the Offered Shares of the Selling Shareholders would also be locked-in as required under Regulation 17 read with Regulation 8A(c) of the SEBI ICDR Regulations for a period of six months.

3. **Lock-in Requirements**

- a) Pursuant to the SEBI ICDR Regulations, the entire pre-Offer capital of our Company shall be locked-in for a period of six months from the date of Allotment, except for (i) the Equity Shares Allotted pursuant to the Offer for Sale; (ii) any Equity Shares held by a VCF or Category I AIF or Category II AIF or FVCI, as applicable, provided that such Equity Shares shall be locked in for a period of at least six months from the date of purchase by such shareholders, and (iii) as otherwise permitted under the SEBI ICDR Regulations. Further, any unsubscribed portion of the Offered Shares will also be locked in, as required under the SEBI ICDR Regulations. Additionally, in accordance with Regulation 8A of the SEBI ICDR Regulations, as the Offer is in compliance with Regulation 6(2), the relaxation from lock-in period provided under Regulation 17(c) of the SEBI ICDR Regulations shall not be available to any Shareholder(s) holding, individually or with persons acting in concert, more than 20% of pre-Offer

shareholding of our Company on fully diluted basis.

- b) Pursuant to Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by persons prior to the Offer and locked in for a period of six months, may be transferred to any other person holding Equity Shares which are locked-in along with the Equity Shares proposed to be transferred, subject to the continuation of the lock-in in the hands of such transferee and compliance with the applicable provisions of the Takeover Regulations

4. **Lock-in of Equity Shares Allotted to Anchor Investors**

50% of the Equity Shares Allotted to Anchor Investors in the Anchor Investors Portion shall be locked in for a period of 90 days from the date of Allotment and the remaining 50% of the Equity Shares shall be locked-in for a period of 30 days from the date of Allotment.

5. **Recording on non-transferability of Equity Shares locked-in**

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

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

- a. Pursuant to Regulation 21 of the SEBI ICDR Regulations, Equity Shares held by our Promoter and locked-in as per the provisions of Regulation 16 of the SEBI ICDR Regulations, as mentioned above, may be pledged as collateral security for a loan with a scheduled commercial bank, a public financial institution, Systemically Important Non-Banking Financial Company or a housing finance company, subject to the following:

- With respect to the Equity Shares locked-in for six (6) months from the date of Allotment in terms of sub-regulation (b) of Regulation 16 of the SEBI ICDR Regulations, such pledge of the Equity Shares must be one of the terms of the sanction of the loan.
- With respect to the Equity Shares locked-in as Minimum Promoter's Contribution for eighteen (18) months from the date of Allotment in terms of sub-regulation (a) of Regulation 16 of the SEBI ICDR Regulations, the loan must have been granted to our Company for the purpose of financing one or more of the Objects of the Offer and pledge of such Equity Shares is one of the terms of sanction of the loan, which is not applicable in the context of this Offer.

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

An oversubscription to the extent of 1% of the Offer may be made, in consultation with the Designated Stock Exchange, for the purposes of rounding off to make allotment in minimum lots.

In terms of Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by our Promoter and locked-in as per regulation 16 of the SEBI ICDR Regulations, may be transferred to any member of our Promoter Group or a new promoter, subject to continuation of lock-in applicable with the transferee for the remaining period and compliance with provisions of the Takeover Regulations.

Further, in terms of Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by persons other than our Promoter as per regulation 17 of the SEBI ICDR Regulations, prior to the Offer and locked-in for a period of six (6) months, may be transferred to any other person holding Equity Shares which are locked in along with the Equity Shares proposed to be transferred, subject to the continuation of the lock in with the transferee for the remaining period and compliance with the provisions of the Takeover Regulations.

6. **Shareholding of our Directors, Key Managerial Personnel and Senior Managerial Personnel in our Company**

Except Mr. Pravin Kumar Bijendra Kumar Agarwal, who holds 60 shares in the company, none of our

- Directors, Key Managerial Personnel or Senior Management Personnel hold any Equity Shares or employee stock options in our Company
7. Our Company does not have any Employee Stock Option Scheme/Employee Stock Purchase Plan for our employees and our Company does not intend to allot any shares to our employees under Employee Stock Option Scheme / Employee Stock Purchase Plan from the proposed Offer. As and when, options are granted to our employees under the Employee Stock Option Scheme, our Company shall comply with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014.
 8. Our Company presently does not intend or propose to alter its capital structure for a period of six months from the Bid/Offer Opening Date, by way of split or consolidation of the denomination of Equity Shares, or by way of further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares), whether on a preferential basis, or by way of issue of bonus Equity Shares, or on a rights basis, or by way of further public issue of Equity Shares.
 9. Our Company, our Promoter, Promoter Selling Shareholder, our Directors and the BRLM have not entered into buyback arrangements and / or any other similar arrangements for the purchase of Equity Shares being offered through the Offer.
 10. There are no partly paid-up Equity Shares as on the date of this Draft Red Herring Prospectus and all Equity Shares were fully paid up as on the date of allotment. The Equity Shares to be issued or transferred pursuant to the Offer shall be fully paid up at the time of Allotment.
 11. As on the date of this Draft Red Herring Prospectus, the BRLM and its respective associates (determined as per the definition of 'associate company' under the Companies Act, 2013 and as per definition of the term 'associate' under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) do not hold any Equity Shares of our Company. The BRLM and its affiliates may engage in the transactions with and perform services for our Company in the ordinary course of business or may in the future engage in commercial banking and investment banking transactions with our Company for which they may in the future receive customary compensation.
 12. The Offer is being made through the Book Building Process in terms of Regulation 6(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Offer shall be available for allocation on a proportionate basis to QIBs out of which 5% of the QIB 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, including Mutual Funds, subject to valid Bids being received at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the QIB 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 Offer shall be available for allocation on a proportionate basis to Non- Institutional Bidders of which one-third of the Non-Institutional Portion shall be reserved for NIBs with an application size of more than ₹ 2,00,000 and up to ₹10,00,000 and two-thirds of the Non-Institutional Portion shall be reserved for NIBs with an application size of more than ₹ 10,00,000 and under-subscription in either of these two sub-categories of Non-Institutional Portion may be allocated to NIBs in the other sub-category of Non-Institutional Portion in accordance with SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. Further, not less than 35% of the Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price. All potential Bidders are mandatorily required to utilise the ASBA process providing details of their respective ASBA accounts and UPI ID in case of UPI Bidders using the UPI Mechanism, as applicable, pursuant to which their corresponding Bid Amount will be blocked by SCSBs) or by the Sponsor Bank under the UPI Mechanism, as the case may be, to the extent of respective Bid Amounts. For further details, see "*Offer Procedure*" on page 319.
 13. No person connected with the Offer, including, but not limited to, our Company, the Promoter Selling Shareholder, the members of the Syndicate, our Promoter, the members of our Promoter Group or our Directors, shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any Bidder for making a Bid, except for fees or commission for services rendered in relation to the Offer.

14. Our Promoter and members of our Promoter Group will not participate in this Offer and will not receive any proceeds from the Offer, except to the extent of their participation as the Promoter Selling Shareholder in the Offer for Sale.
15. There are no outstanding warrants, options or rights to convert debentures, loans or other convertible instruments into Equity Shares as on the date of this Draft Red Herring Prospectus.
16. All transactions in Equity Shares by our Promoter and members of our Promoter group between the date of filing of this Draft Red Herring Prospectus and the date of closing of the Offer shall be reported to the Stock Exchanges within twenty-four (24) hours of such transactions.
17. At any given time, there shall be only one denomination of the Equity Shares of our Company, unless otherwise permitted by law.
18. Our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

[Remainder of this page intentionally left blank]

OBJECTS OF THE OFFER

The Offer comprises of a Fresh Issue of upto 1,83,00,000 Equity shares, aggregating upto ₹[●] by our Company and an Offer for Sale of upto 95,00,000 Equity shares aggregating upto ₹[●] by the Promoter Selling Shareholder. Our Company proposes to utilize the Net Proceeds from the Offer towards the following below mentioned objects:

For details, please see chapter titled "*Summary of Offer Document*" and "*The Offer*" on pages 25 and 79 respectively.

The Offer for Sale

The respective portion of the proceeds from the Offer for Sale (which is, proceeds from the Offer for Sale of up to 95,00,000 Equity Shares, aggregating up to ₹ [●] Lakhs) shall be received by PKH Ventures Limited "Promoter Selling Shareholder"), after deducting their portion of the Offer related expenses and applicable taxes thereon. Other than the listing fees for the Offer all cost, fees and expenses in respect of the Offer will be shared amongst our Company and the Promoter Selling Shareholder, respectively, in proportion to the proceeds received for the Fresh issue and Offered Shares, as may be applicable, upon the successful completion of the Offer.

Our Company will not receive any proceeds from the Offer for Sale. For further information regarding the Promoter Selling Shareholder and Equity Shares being offered for sale (in terms of amount), see chapter titled "*The Offer*" on page 79 of this Draft Prospectus.

Fresh Issue

Our Company proposes to utilize the funds which are being raised towards funding the following objects and achieve the benefits of listing on the BSE Limited and National Stock Exchange of India:

1. Working Capital Requirements
2. General Corporate Expenses and unidentified inorganic acquisitions
3. Issue Expenses

Our Company believes that listing will enhance our Company's corporate image, brand name and create a public market for its Equity Shares in India besides unlocking the value of our Company. Having a listing on a stock exchange also affords our company increase credibility with the public, having the company indirectly endorsed through having their stock traded on the exchange. It also improves supplier, investor and customer confidence and improves our standing in the marketplace.

The main objects clause of our Memorandum enables our Company to undertake the activities for which funds are being raised in the Issue. The existing activities of our Company are within the objects clause of our Memorandum.

Net Proceeds

The details of the net proceeds of the Issue are summarized in the table below:

Particulars	Amount (in ₹ lakhs)
Gross proceeds from the Issue*	[●]
Less: Issue Expenses (only those apportioned to our Company)**	[●]
Net Proceeds***	[●]

*Subject to full subscription of the Issue component

**See "*Objects of the Issue - Issue Related Expenses*" on page 109

***To be finalised upon determination of the Issue Price and updated in the Prospectus prior to filing with the RoC.

Utilization of Net Proceeds

The Net Proceeds are proposed to be utilised in accordance with the details provided in the following table:

Particulars	Amount (in ₹ lakhs)
Working Capital Requirement	10000.00
General Corporate Purposes including unidentified inorganic acquisitions	[●]
Net Proceeds	[●]

The amount to be utilised for general corporate purposes and towards unidentified inorganic acquisitions shall not in aggregate exceed 35% of the net proceeds, out of which, the amounts to be utilised towards either of (i) general corporate purposes, or (ii) unidentified inorganic acquisitions will not exceed 25% of the net proceeds. All costs, charges, fees and expenses associated with and incurred in connection with the Offer shall be shared among the Company and the Promoter Selling Shareholders in proportion to the number of Equity Shares offered by the Company through any fresh issuance in the Offer and the Equity Shares sold by the Promoter Selling Shareholders in the Offer in accordance with the applicable law. The Company will advance the cost and expenses of the Offer and will be reimbursed by the Promoter Selling Shareholder for their respective proportion of such costs and expenses upon the Consummation of the Offer.

As indicated above, our Company proposes to deploy the entire Net Proceeds towards the objects as described in the FY 2025 and FY 2026. In the event that the estimated utilization of the Net Proceeds in FY 2025 and FY 2026 is not completely met, the same shall be utilized, in part or full, in the next financial year or a subsequent period towards the Objects.

The fund requirements, the deployment of funds and the intended use of the Net Proceeds as described herein are based on our current business plan, management estimates, and other commercial and technical factors. Given the dynamic nature of our business, we may have to revise our expenditure and fund requirement as a result of variations in cost estimates on account of variety of factors such as changes in our financial condition, business or strategy as well as external factors which may not be in our control and may entail rescheduling and revising the planned expenditure and funding requirement and increasing or decreasing the expenditure for a particular purpose from the planned expenditure at the discretion of our management.

These fund requirements have not been appraised by any bank, financial institution or any other external agency. Our Company may have to revise its funding requirements and deployment on account of a variety of factors, including but not limited to our financial and market condition, business and strategy, competition, interest or exchange rate fluctuations and other external factors, which may not be within the control of our management. This may entail rescheduling or revising the planned expenditure and funding requirements, including the expenditure for a particular purpose at the discretion of our management, subject to applicable law.

In the event of any shortfall of funds for the activities proposed to be financed out of the Net Proceeds as stated above, our Company may re-allocate the Net Proceeds to the activities where such shortfall has arisen, subject to availability and compliance with applicable laws. Further, in case of shortfall in the Net Proceeds or cost overruns, our management may explore a range of options including utilizing our internal accruals or seeking additional equity and/or debt arrangements from existing and future lenders or any combination of them. If the actual utilisation towards any of the Objects is lower than the proposed deployment such balance will be used for (i) general corporate purposes to the extent that the total amount to be utilised towards general corporate purposes will not exceed 25% of the Gross Proceeds in accordance with the SEBI ICDR Regulations; or (ii) towards any other object where there may be a shortfall, at the discretion of the management of our Company and in compliance with applicable laws.

In case of any surplus after utilization of the Net Proceeds for the stated objects, including any surplus unutilized Offer related expenses, we may use such surplus towards general corporate purposes. To the extent our Company is unable to utilize any portion of the Net Proceeds towards the aforementioned objects of the Offer, as per the estimated schedule of deployment specified above, our Company shall deploy the Net Proceeds in subsequent financial years towards the aforementioned objects.

In case of variations in the actual utilization of funds earmarked for the purposes set forth above, increased fund requirements for a particular purpose may be financed by surplus funds, if any, available in respect of the other purposes for which funds are being raised in this Offer. If surplus funds are unavailable, the required financing will be done through internal accruals through cash flows from our operations and debt. In case of a shortfall in

raising requisite capital from the Net Proceeds towards meeting the objects of the Offer, we may explore a range of options including utilizing our internal accruals and seeking additional debt from existing and future lenders. We believe that such alternate arrangements would be available to fund any such shortfalls.

In the event that the estimated utilization of the Net Proceeds in a scheduled financial year is not completely met, due to the reasons stated above, the same shall be utilized in the next financial year, as may be determined by our Company, in accordance with applicable laws. Subject to applicable laws, in the event of any increase in the actual utilization of funds earmarked for the purposes set forth above, such additional funds for a particular activity will be met by way of means available to us, including from internal accruals and any additional equity and/or debt arrangements. Further, if the actual utilisation towards any of the Objects is lower than the proposed deployment such balance will be used towards general corporate purposes to the extent that the total amount to be utilized towards general corporate purposes will not exceed 25% of the Proceeds in accordance with the SEBI ICDR Regulations.

The above-stated fund requirements, deployment of the funds and the intended use of the Net Proceeds as described in this Draft Prospectus are based on our current business plan and internal management estimates based on current market conditions. However, such fund requirements and deployment of funds have not been appraised by any bank, financial institution or any other independent agency. ***"Risk factors- Our funding requirements and proposed deployment of the Net Proceeds are not appraised by any independent agency and are based on management estimates and may be subject to change based on various factors, some of which are beyond our control."*** see section titled ***"Risk Factors"*** beginning on page 55 of this Draft Prospectus. We may have to revise our funding requirements and deployment on account of a variety of factors such as our financial and market condition, our business and growth strategies, our ability to identify and implement inorganic growth initiatives, general factors affecting our results of operations, financial condition and other external factors such as changes in the business environment or regulatory and interest or exchange rate fluctuations, 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 law. For details, see section titled ***"Risk Factors: Objects of the Offer 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 Offer". Any revision in the estimates may require us to reschedule our expenditure and may have a bearing on our expected revenues and earnings."*** beginning on page 55 of this Draft Prospectus.

Proposed schedule of implementation and utilization of Net Proceeds

We propose to deploy the Net Proceeds for the aforesaid purposes in accordance with the estimated schedule of implementation and deployment of funds set forth in the table below:

Particulars	Amount to funded from Net Proceeds (₹ In Lakhs)	Amount deployed from the Net Proceeds in Financial Year 2025 (₹ In Lakhs)	Amount deployed from the Net Proceeds in Financial Year 2026 (₹ In Lakhs)
Working Capital Requirements	10000.00	8000.00	2000.00
General Corporate Purposes and unidentified inorganic acquisitions	[●]	[●]	[●]
Issue Related Expenses	[●]	[●]	[●]
Total	[●]	[●]	[●]

As per Management estimation, the total amount proposed to be utilized from the IPO Proceeds for the above-mentioned purpose is to be deployed by March 31, 2025, subject to getting approvals from regulatory authorities in a timely manner.

Since such expenditure does not involve the implementation of any specific project, a schedule of deployment of funds in relation to such an object has not been provided. If the Net Proceeds towards any of the Objects are not completely utilized towards such objects by March 31, 2025, such amounts will be utilized (in part or full)

in subsequent periods as determined by us, in accordance with applicable law.

Any expenditure after filing of till the listing for the above-mentioned objects, will be reimbursed to the Company on actually basis from the IPO Proceeds.

Details of the Objects

1. Working Capital Requirement

We fund a majority of our working capital requirements in the ordinary course of business from various banks and internal accruals. For details, please see the section titled "*Financial Indebtedness*" beginning on page 284.

In order to support the incremental business requirements, our Company requires additional working capital for funding its incremental working capital requirements in Fiscal 2025 and Fiscal 2026. The funding of the incremental working capital requirements of our Company will lead to a consequent increase in our profitability and achieving the proposed targets as per our business plan.

Basis of estimation of incremental working capital requirement.

We propose to utilise ₹ 10000.00 lakhs from the Net Proceeds to fund the working capital requirements of our Company in Fiscal 2025 and Fiscal 2026. The balance portion of our working capital requirement will be arranged from existing equity, internal accruals and borrowings from banks and financial institutions.

The details of our Company's working capital as at July 31, 2023, Fiscal 2023, Fiscal 2022 and Fiscal 2021 and the source of funding, derived from the Restated financial statements, are provided in the table below:

Sr. No	Particulars	July 31, 2023	As at Fiscal 2023	As at Fiscal 2022	As at Fiscal 2021
I	Current Assets				
	Inventories	709.76	660.46	270.00	-
	Trade Receivables	7,575.48	7,697.71	3,017.34	3,269.09
	Other Bank Balances	42.37	177.36	16.45	15.95
	Advance to Suppliers	1,547.49	989.73	1,248.06	1,523.25
	Other Current assets	5,364.33	4,643.11	2,908.78	5,583.03
	Total Current Assets (A)	14,910.81	14,168.38	7,460.63	10,386.32
II	Current Liabilities				
	a)Trade payables (MSME and Others)	4,651.24	6,233.99	4,069.69	5,811.81
	Advance from Customers	1,809.50	759.35	-	2.19
	Other current liabilities and Provisions	1,685.94	1,410.05	701.33	505.06
	Total Current Liabilities excluding borrowings (B)	8,146.68	8,403.39	4,771.02	6,319.05
III	Total Working Capital Requirements (A-B)	6,764.13	5,764.98	2,689.61	4,067.26

On the basis of our existing and estimated working capital requirements, our Board, pursuant to their resolution dated 30th December, 2023, has approved the projected working capital requirements for Fiscals 2024, 2025 and 2026 and the proposed funding of such working capital requirements as set forth in the table below:

Sr.No	Particulars	As at Fiscal 2024	As at Fiscal 2025	As at Fiscal 2026
I	Current Assets			
	Inventories	1,209.53	2,146.94	2,470.01
	Trade Receivables	5,613.39	8,984.82	10,891.59
	Other Bank Balances	177.36	177.36	177.36
	Advance to Suppliers	1,218.87	1,933.26	0.02
	Other Current assets	2,122.34	3,385.07	6,325.80
	Total Current Assets (A)	10,341.49	16,627.44	19,864.77
II	Current Liabilities			
	a)Trade payables (MSME and Others)	2,721.45	4,293.88	4,940.01
	Advance from Customers	-	-	-
	Other current liabilities and Provisions	124.34	123.69	127.78
	Total Current Liabilities excluding borrowings (B)	2,845.79	4,417.58	5,067.79
III	Total Working Capital Requirements (A-B)	7,495.71	12,209.86	14,796.98

The estimates of incremental working capital requirements for Fiscal 2025 and Fiscal 2026: (₹ in lakhs)

Sr. No.	Particulars	Estimated Amount as on March 31, 2024	Estimated Amount as on March 31, 2025	Estimated Amount as on March 31, 2026
1	Incremental Working Capital	7,495.71	12,209.86	14,796.98
	Funding Pattern			
2	From IPO Proceeds	-	8,000	2,000
	From Internal Accruals	7,495.71	4,209.86	12,796.98

The table below contains the details of the holding levels (in number of days or relevant matrix as applicable) considered and is derived from the audited standalone financial statement for the period ended July 31, 2023, Fiscal 2023, Fiscal 2022, and Fiscal 2021 as well as the projections for Fiscal 2024 and Fiscal 2025 and the assumptions based on which the working plan projections has been made and approved by our Board of Directors:

Sr. No	Particulars	March 31, 2021 (Actuals)	March 31, 2022 (Actuals)	March 31, 2023 (Actuals)	July 31, 2023 (Actuals)	March 31, 2024 (Estimated)	March 31, 2025 (Estimated)	March 31, 2026 (Estimated)
1	Debtor days	166	143	175	254	120	120	120
2	Inventory days	0	87	209	315	90	91	76
3	Advance to Supplier days	325	108	36	63	42	43	0
4	Creditor Days	397	352	226	239	95	95	90
5	Advance from Customer Days	0	0	17	61	0	0	0

*The working capital requirements of the company has been certified by Independent Chartered

Accountant M/s. S N Gadia & Co., Chartered Accountants vide their certificated dated 30th January 2024.

2. General Corporate Purposes including unidentified inorganic acquisitions

The Net Proceeds will first be utilised for the objects as set out above. Subject to this, our Company intends to deploy any balance left out of the Net Proceeds towards our general corporate purposes. Our Company proposes to deploy the balance Net Proceeds aggregating to ₹[●] lakhs towards general corporate purposes, subject to such amount not exceeding 25% of the Gross Proceeds, in compliance with the SEBI ICDR Regulations.

Such general corporate purposes may include, but are not restricted to, the following:

- a. meeting any expense of the Company, including salaries and wages, administration, insurance, repairs and maintenance;
- b. payment of taxes and duties;
- c. meeting expenses incurred in the ordinary course of business and towards any exigencies;
- d. Strategic Initiatives;
- e. Brand Building and strengthening of marketing activities;
- f. Ongoing general corporate exigencies or any other purposes as approved by the Board subject to compliance with the necessary regulatory provisions;
- g. any other purpose, as considered expedient.

The allocation or quantum of utilisation of funds towards the specific purposes described above will be determined by our Board, based on our business requirements and other relevant considerations, from time to time. Our management, in accordance with the policies of the Board, shall have the flexibility in utilising surplus amounts, if any.

Issue Related Expenses

The total expenses of the Issue are estimated to be approximately ₹ [●] lakhs. The expenses of this Issue include, among others, listing fees, selling commission and brokerage, fees payable to the BRLMs, fees payable to legal counsel, fees payable to the Registrar to the Issue, Escrow Collection Bank(s) and Sponsor Bank to the Issue, processing fee to the SCSBs for processing application forms, brokerage and selling commission payable to members of the Syndicate, Registered Brokers, RTAs and CDPs, printing and stationery expenses, advertising, marketing expenses and various certification/consulting fees to various legal consultants and all other incidental and miscellaneous expenses for listing the Equity Shares on the Stock Exchanges.

The processing fees for applications made by UPI Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No:SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 02, 2021 read with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.

The estimated Issue expenses are as follows:

Activity	Estimated Expenses (₹ in lakhs)*	As a percentage of the total estimated Issue expenses	As a percentage of the total Issue size
Fees payable to the BRLMs (including underwriting commission, brokerage and selling commission, as applicable)	[●]	[●]	[●]
Fees payable to the Registrar to the Issue	[●]	[●]	[●]
Fees payable to the other advisors to the Issue (fee payable to chartered accountants appointed for providing confirmations and certificates for the	[●]	[●]	[●]

Activity	Estimated Expenses (₹ in lakhs)*	As a percentage of the total estimated Issue expenses	As a percentage of the total Issue size
purpose of the Issue;			
Commission/processing fee for SCSBs, Sponsor Bank and Bankers to the Issue. Brokerage and selling commission and bidding charges or Members of the Syndicate, Registered Brokers, RTAs and CDPs	[•]	[•]	[•]
Others	[•]	[•]	[•]
a) Listing fees, SEBI filing fees, upload fees, BSE & NSE processing fees, book building software fees and other regulatory expenses			
b) Printing and stationery	[•]	[•]	[•]
c) Advertising and marketing expenses	[•]	[•]	[•]
d) Fees payable to legal counsel; and	[•]	[•]	[•]
e) Miscellaneous	[•]	[•]	[•]
Total estimated Issue expenses	[•]	[•]	[•]

* Issue expenses include goods and services tax, where applicable. Issue expenses will be incorporated at the time of filing of the Prospectus upon determination of the Issue Price. Issue expenses are estimates and are subject to change.

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

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

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

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

No processing fees shall be payable by our Company or the Selling Shareholders to the SCSBs on the Bid cum Application Forms directly procured by them. Processing fees payable to the SCSBs on the portion for Retail Individual Bidders and Non-Institutional Bidders (except UPI bids) which are procured by the members of the Syndicate/Sub-Syndicate Members/Registered Broker/RTAs/CDPs and submitted to the SCSBs for blocking, would be as follows:

Portion for Retail Individual Bidders and Non-Institutional Bidders*	₹10 per valid Bid cum Application Form (plus applicable taxes)
--	--

*Processing fees payable to the SCSBs for capturing Syndicate Member/Sub-syndicate (Broker)/Sub-broker code on the ASBA Form for Non-Institutional Bidders and Qualified Institutional Bidders with Bids above ₹0.50 million would be ₹10 plus applicable taxes, per valid Bid cum Application Form

Notwithstanding anything contained above the total processing fee payable under this clause will not exceed ₹1.50 million (plus applicable taxes) and in case if the total processing fees exceeds ₹1.50 million (plus applicable taxes) then processing fees will be paid on pro-rata basis.

Selling commission on the portion for UPI Bidders (up to ₹0.50 million) and Non-Institutional Bidders which are procured by members of the Syndicate (including their Sub-Syndicate Members), Registered Brokers, RTAs and CDPs or for using 3-in-1 type accounts - linked online trading, demat & bank account provided by some of the Registered Brokers which are Members of the Syndicate (including their Sub-Syndicate Members) would be as follows:

Portion for Retail Individual Bidders*	0.35% of the Amount Allotted (plus applicable taxes)
Portion for Non-Institutional Bidders*	0.15% of the Amount Allotted (plus applicable taxes)

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

The selling commission payable to the Syndicate/Sub-Syndicate Members will be determined (i) for Retail Individual Bidders and Non-Institutional Bidders (up to ₹0.50 million), on the basis of the Bid cum Application Form number/series, provided that the Bid cum Application Form is also Bid by the respective Syndicate/Sub Syndicate Member. For clarification, if a Syndicate ASBA application on the Bid cum Application Form number/series of a Syndicate/Sub-Syndicate Member, is Bid by an SCSB, the selling commission will be payable to the SCSB and not the Syndicate/Sub-Syndicate Member, and (ii) for Non-Institutional Bidders (above ₹0.50 million), Syndicate ASBA Form bearing SM Code & sub-Syndicate code of the Bid cum Application Form submitted to

SCSBs for blocking of the fund and uploading on the Stock Exchanges platform by SCSBs.

For clarification, if a Syndicate ASBA application on the Bid cum Application Form number/series of a Syndicate/Sub-Syndicate Member, is Bid by an SCSB, the selling commission will be payable to the Syndicate/Sub-Syndicate Members and not the SCSB.

Bidding charges payable to members of the Syndicate (including their Sub-Syndicate Members) on the applications made using 3-in-1 accounts would be ₹10 plus applicable taxes, per valid Bid cum Application Form Bid by the Syndicate (including their Sub-Syndicate Members). Bidding charges payable to SCSBs on the QIB Portion and Non-Institutional

Bidders (excluding UPI Bidders) which are procured by the Syndicate/sub-Syndicate/Registered Broker/RTAs/CDPs and submitted to SCSBs for blocking and uploading would be ₹10 per valid Bid cum Application Form (plus applicable taxes).

Notwithstanding anything contained above the total bidding charges payable under this clause will not exceed ₹1.50 million (plus applicable taxes) and in case if the total bidding fees exceeds ₹1.50 million (plus applicable taxes) then bidding charges will be paid on pro-rata basis.

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

Selling commission/bidding charges payable to the Registered Brokers on the portion for Retail Individual Bidders and Non-Institutional Bidders which are directly procured by the Registered Broker and submitted to SCSB for processing, would be as follows:

Portion for Retail Individual Bidders and Non Institutional Bidders	₹10 per valid Bid cum Application Form (plus applicable taxes)
---	--

Bidding charges/processing fees for applications made by UPI Bidders would be as under:

Members of Syndicate / CRTAs / CDPs	₹30 per valid Bid cum Application Form (plus applicable taxes)**
Sponsor Banks	₹6 per valid Bid cum Application Form (plus applicable taxes) for each Sponsor Bank The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NCPI and such other parties as required in connection with the performance of its duties under the SEBI circulars, the Syndicate Agreement and other applicable laws.

**Notwithstanding anything contained above in this clause the total Uploading charges/ Processing fees for applications made by RIBs (up to ₹ 200,000), Non-Institutional Bidders (for an amount more than ₹ 200,000 and up to ₹ 500,000) using the UPI Mechanism would not exceed ₹ 10.00 million (plus applicable taxes) and in case if the total uploading charges/processing fees exceeds ₹ 10.00 million (plus applicable taxes) then uploading charges/ processing fees using UPI Mechanism will be paid on prorata basis (plus applicable taxes).

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

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). Accordingly, Syndicate/ Sub-Syndicate Member shall not be able to Bid Application Form above ₹ 5 lakhs and the same Bid Application Form need to be submitted to SCSB for Blocking of the Fund and uploading on the Exchange Bidding Platform.

To identify bids submitted by Syndicate /Sub-Syndicate Member to SCSB a special Bid-cum-application Form with a heading / watermark "Syndicate ASBA" may be used by Syndicate/ Sub-Syndicate Member along with SM Code & Broker Code mentioned on the Bid-cum Application Form to be eligible for Brokerage on allotment. However, such special Forms, if used for Retail Bids and NIB bids upto ₹ 5 lakhs will not be eligible for Brokerage.

The processing fees for applications made by UPI Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI Circular No:SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI Circular No:SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, and such payment of processing fees to the SCSBs shall be made in compliance with SEBI Circular No: SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022.

Interim Use of Funds

Pending utilisation for the purposes described above, we undertake to temporarily invest the funds from the Net Proceeds only with scheduled commercial banks included in the second schedule to the Reserve Bank of India Act, 1934. In accordance with Section 27 of the Companies Act 2013, our Company confirms that it shall not use the Net Proceeds for buying, trading or otherwise dealing in shares of any other listed company or for any

investment in the equity markets.

Bridge Loan

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

Monitoring of Utilisation of Funds

In accordance with Regulation 41 of the SEBI ICDR Regulations, our Company has appointed CARE Ratings Limited as the monitoring agency for monitoring the utilisation of Issue Proceeds. Our Audit Committee and the monitoring agency will monitor the utilisation of the Issue Proceeds till utilization of the Issue Proceeds and submit the report required under Regulation 41(2) of the SEBI ICDR Regulations.

Our Company will disclose the utilisation of the Issue Proceeds, including interim use, under a separate head in our balance sheet for such financial years as required under applicable law, specifying the purposes for which the Issue Proceeds have been utilised. Our Company will also, in its balance sheet for the applicable financial years, provide details, if any, in relation to all such Issue Proceeds that have not been utilised, if any. Our Company will indicate investments, if any, of unutilised Issue Proceeds in the balance sheet of our Company for the relevant fiscals subsequent to receipt of listing and trading approvals from the Stock Exchanges.

Pursuant Regulation 18(3) and Regulation 32(3) to the SEBI Listing Regulations, our Company shall, on a quarterly basis, disclose to the Audit Committee the uses and applications of the Issue Proceeds. The Audit Committee will make recommendations to our Board for further action, if appropriate. On an annual basis, our Company shall prepare a statement of funds utilised for purposes other than those stated in this Red Herring Prospectus and place it before the Audit Committee and make other disclosures as may be required until such time as the Issue Proceeds remain unutilised. Such disclosure shall be made only until such time that all the Issue 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) SEBI Listing Regulations, our Company shall furnish to the Stock Exchanges, on a quarterly basis, a statement indicating (a) deviations, if any, in the actual utilisation of the proceeds of the Issue from the Objects; and (b) details of category wise variations in the actual utilisation of the proceeds of the Issue from the Objects. This information will also be published in newspapers simultaneously with the interim or annual financial results and explanation for such variation (if any) will be included in our Director's report, after placing the same before the Audit Committee. Further, our Company will also submit to the stock exchange(s) any comments or report received from the monitoring agency within forty-five days from the end of each quarter and the monitoring report of such agency shall be placed before the audit committee on an annual basis.

For information relating to the financial indebtedness of our Subsidiaries, please see "*Financial Indebtedness*" on page 284.

For information relating to the business being conducted and sources of revenue of our Subsidiaries, please see "*Our Subsidiaries – Business and sources of revenue*" on page 186.

Variation in Objects of the Issue

In accordance with Sections 13(8) and 27 of the Companies Act, 2013, our Company shall not vary the Objects of the Issue unless our Company is authorised to do so by way of a special resolution passed in a general meeting of its Shareholders or through a postal ballot and such variation will be in accordance with the applicable laws including the Companies Act, 2013 and the SEBI ICDR Regulations. 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, 2013. The Postal Ballot Notice shall simultaneously be published in the newspapers, one in English and one in Marathi, the vernacular language of the jurisdiction where our Registered Office is situated. Our Promoter will be required to provide an exit opportunity to such Shareholders who do not agree to the above stated proposal to vary the objects, at a price and in such manner as may be prescribed in Regulation 59 and Schedule XX of the SEBI ICDR Regulations and other applicable law.

Appraising Entity

None of the above objects of the Issue have been appraised by any bank or financial institution.

Other Confirmations

No part of the Net Proceeds will be paid to our Promoter, members of the Promoter Group, Directors, our Key Managerial Personnel or Senior Management, except in the ordinary course of business and in compliance with applicable law.

There are no existing or anticipated transactions in relation to the utilisation of the Net Proceeds entered into or to be entered into by our Company with our Promoter, Promoter Group, Directors and/or Key Managerial Personnel or Senior Management. Our Company has not entered into nor has planned to enter into any arrangement/ agreements with our Directors and our Key Management Personnel or Senior Management in relation to the utilisation of the Net Proceeds of the Issue.

[Remainder of this page intentionally left blank]

BASIS OF OFFER PRICE

Investors should read the following summary with the section titled "*Risk Factors*" on page 34, the details about our Company under the section titled "*Our Business*" and its financial statements under the section titled "*Restated Financial Information*" beginning on pages 147 and 220 respectively including important profitability and return ratios, as set out under the section titled "*Other Financial Information*" of the Company on page 271 to have a more informed view. The issue price of the Equity Shares of our Company could decline due to these risks and the investor may lose all or part of his/their investment.

Qualitative Factors

We believe the following business strengths allow us to successfully compete in the industry:

- 1) Our primary focus is civil construction of residential and commercial buildings and now we are venturing into industrial, infrastructural projects as well.
- 2) We have established a track record of successfully executing a diverse mix of construction projects i.e., residential, hospitality and commercial projects.
- 3) Our goal is to use our project management and execution capabilities to accomplish our projects on schedule while keeping high construction quality.
- 4) We have an experienced promoter and management team with our Chairperson and Managing Director who is also our Promoter, having over 2 decades of experience in various businesses, such as construction, hospitality and management services.
- 5) Our marketing and sales strategies
- 6) Visible growth through increasing order book

For details of Qualitative factors please refer to the paragraph '*Our Strengths*' in the section titled '*Our Business*' beginning on page 152 of this Prospectus.

Quantitative Factors

Some of the information presented in this chapter is derived from the Restated Financial Statements. For further information, please see the section entitled "*Financial Information*" on page 220.

1. **Basic & Diluted Earnings per share (EPS), as restated:**

Sr. No.	Period	Basic & Diluted (Rs) (Pre-Bonus and Split)	Basic & Diluted (Rs) (Post-Bonus and Split)	Weights
1.	FY 2020-21	7.45	1.24	1
2.	FY 2021-22	15.08	2.51	2
3.	FY 2022-23	32.75	5.46	3
	Weighted Average	22.64	3.77	
	4 months ended July 31, 2023 (not annualized)	6.92	1.15	

Notes:

- The figures disclosed above are based on the Restated financial statements of the Company.*
- The face value of each Equity Share is 5.00.*
- Earnings per Share has been calculated in accordance with IND AS-33- "Earnings per Share" notified by the Companies (Indian Accounting Standards) Rules, 2015, as amended.*
- The above statement should be read with Significant Accounting Policies and the Notes to the Restated Financial Statements as appearing in Annexure IV.*

2. **Price Earning (P/E) Ratio in relation to the Issue Price of [●] per share:**

Sr. No	Particulars	P/E
1	P/E ratio based on the Basic & Diluted EPS, as restated for period ended July 31, 2023	[●]
2	P/E ratio based on Basic and Diluted EPS, as restated for FY 2022-23	[●]

Sr. No	Particulars	P/E
3	P/E ratio based on the Weighted Average EPS for last three FY.	[●]

3. Industry P/E Ratio

Particulars	P/E Ratio
Highest	58.30
Lowest	22.00
Average	40.15

*Note: The industry high and low has been considered from the industry peer set provided later in this section. The industry composite has been calculated as the arithmetic average P/E Ratio of the industry peer set disclosed in this Section. For further details, see "Comparison of Accounting Ratios with Industry peers" below.

4. Return on Net worth (RONW)

Sr. No	Period	RONW (%)	Weights
1.	FY 2020-21	40.32	1
	FY 2021-22	44.94	2
3.	FY 2022-23	49.38	3
	Weighted Average	46.39	-
	4 months ended July 31, 2023 (not annualized)	9.45	-

RoNW (%) = Net profit after tax/ Net worth at the end of the year.

Net worth = Equity share capital + Other Equity (including Securities Premium and Surplus/ (Deficit) and other comprehensive income excluding share application money).

Net Profit after tax = Calculated before accounting for Non-controlling Interest

5. Net Asset Value (NAV) per Equity Share:

Sr. No.	As at	NAV Pre-Bonus and Split	NAV Post Bonus and Split
1.	As on March 31, 2021	18.47	3.08
2.	As on March 31, 2022	33.55	5.59
3.	As on March 31, 2023	66.32	11.05
4.	As on July 31, 2023	73.24	12.21
5.	NAV after Issue	[●]	[●]
	Issue Price	[●]	[●]

NAV = Total Shareholder Equity/ Total number of equity shares at the end of the year

Where, Total Shareholder equity = Equity share capital + Other Equity (including Securities Premium and Surplus/ (Deficit) and other comprehensive income excluding share application money).

6. Comparison of Accounting Ratios with Industry Peer

Sr. No	Name of the company	Face Value (Rs. Per Share)	EPS (Rs.) ⁽¹⁾	P/E Ratio ⁽²⁾	RoNW (%) ⁽³⁾	Net Asset Value per share (Rs.) ⁽⁴⁾
1.	Garuda Construction & Engineering Ltd#	5.00	1.15	-	9.45	12.21
Listed Peers						
2.	B.L.Kashyap and Sons Ltd	1.00	2.31	28.88	5.01	19.73
3.	Elpro International Ltd	1.00	2.83	58.30	3.21	74.56
4.	GPT Infraprojects Ltd	10.00	5.40	22.00	11.08	47.65

Sr. No	Name of the company	Face Value (Rs. Per Share)	EPS (Rs.) ⁽¹⁾	P/E Ratio ⁽²⁾	RoNW (%) ⁽³⁾	Net Asset Value per share (Rs.) ⁽⁴⁾
5.	Vascon Engineers Ltd	10.00	4.49	22.87	11.46	42.53

Source: All the financial information for listed industry peer mentioned above is on a consolidated basis and is sourced from the annual audited financial results of the listed peer for the year ended March 31, 2023, sourced from the audited financials of the respective companies for the year ended March 31, 2023, unless provided otherwise.

- 1) For listed peer – sourced from the annual audited financial results of the listed peer for the year ended March 31, 2023.
- 2) For listed peer, Net Asset Value (NAV) is computed as equity attributable to owners (total equity) divided by the number of equity shares outstanding at the end of the year.
- 3) For listed peer, P/E Ratio has been computed based on the closing market price of equity shares on the website of BSE as of January 23, 2024, divided by the Basic EPS provided under Note 1 above.
- 4) For listed peer, return on Net Worth for equity shareholders (%) (RONW) = Profit for the year divided by total average equity.

#Source for our Company: Based on the Restated Financial Information for the year ended March 31, 2023.

7. Key Performance Indicators:

In evaluating our business, we consider and use certain KPIs, as disclosed below which have been used historically by our Company to review and analyse the business performance, which help us in analysing the growth of our business. The Bidders can refer to the below-mentioned KPIs to make an assessment of our Company's performance and make an informed decision. These KPIs have limitations as analytical tools. Further, these KPIs may differ from the similar information used by other companies and hence their comparability may be limited. Therefore, these metrics should not be considered in isolation or construed as an alternative to Ind AS measures of performance or as an indicator of our operating performance, liquidity or results of operation. Although these KPIs are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes that it provides an additional tool for investors to use in evaluating our ongoing operating results and trends because it provides consistency and comparability with past financial performance, when taken collectively with financial measures prepared in accordance with Ind AS. Investors are encouraged to review the Ind AS financial measures and to not rely on any single financial or operational metric to evaluate our business.

The tables below set forth the details of our KPIs that our Company considers have a bearing for arriving at the basis for Issue Price.

Our Company considers the following KPIs to have a bearing for arriving at the basis for the Issue Price. The table below also sets forth a brief explanation of and the importance of these KPIs for our business and operations, along with details of KPIs as at for three months period ended July 31, 2023 and for the financial years ended March 31 2023, March 31, 2022 and March 31, 2021

Key Financial Performance	(Rs. In Lakhs)			
	Period Ended 31 st July, 2023	Year Ended 31 st March, 2023	Year Ended 31 st March, 2022	Year Ended 31 st March, 2021
Revenue from operations ⁽¹⁾	3,642.07	16,068.76	7,702.08	7,195.52
Total Revenue	3,644.73	16,102.41	7,702.79	7,520.22
EBITDA ⁽²⁾	1,166.13	5,599.17	2,716.85	1,491.44
EBITDA margin as of revenue from operations ^(%) ⁽³⁾	32.02	34.85	35.27	20.73
PAT ⁽⁴⁾	862.12	4,079.53	1,878.22	927.78
PAT Margin ⁽⁵⁾	23.67	25.39	24.39	12.89
Net Debt ⁽⁶⁾	-	-	510.64	1479.28
Net Worth	9,123.30	8,261.18	4,179.04	2,300.99

Key Financial Performance	Period Ended 31 st July, 2023	Year Ended 31 st March, 2023	Year Ended 31 st March, 2022	Year Ended 31 st March, 2021
Inventories(8)	709.76	660.46	270.00	-
Trade Receivables(9)	7575.48	7697.71	3017.34	3269.09
ROE (%) (10)	9.92%	65.59%	57.97%	50.50%
ROCE (%) (11)	13.23%	81.22%	58.52%	43.21%

Notes:

- 1) *Revenue from Operations: This represents the income generated by our Company from its core operating operation.*
- 2) *EBITDA: calculated as restated profit/(loss) before tax, plus interest, depreciation & amortization expense, less other Income. This gives information regarding the operating profits generated by our Company in comparison to the revenue from operations of our Company.*
- 3) *EBITDA Margin (in %): calculated as the percentage of EBITDA during a given year/period divided by revenue from operations. This gives information regarding operating efficiency of our Company.*
- 4) *Profit after tax and non-controlling interest: This gives information regarding the overall profitability of our Company.*
- 5) *PAT Margin (in %): calculated as the restated profit after tax and non-controlling interest attributable to equity shareholders of our Company divided by the revenue from operations. This gives information regarding the overall profitability of our Company in comparison to revenue from operations of our Company.*
- 6) *Net debt: calculated as Non-current borrowing plus current borrowing less Cash & Cash Equivalent and Bank Balance. This gives information regarding the overall debt of our Company.*
- 7) *Total Equity: This represents the aggregate value of equity share capital and the other equity. This gives information regarding total value created by the entity and provides a snapshot of current financial position of the entity.*
- 8) *Inventories: This represents closing balance of construction work -in-progress of respective projects.*
- 9) *Trade Receivables: This represents amount receivable on sale of inventories.*
- 10) *Return on Equity (ROE): calculated as Profit After Tax for the year/period attributable to shareholders divided by Average Equity Shareholders Fund*
- 11) *Return on Capital Employed (ROCE): Calculated as earnings before Interest and tax for the year/period excluding other income divided by Average Capital Employed (Total Assets – Current Liability excluding short terms borrowings).*

All the KPIs disclosed above have been approved by the Audit Committee pursuant to resolution dated 30th December 2023. The Audit Committee has confirmed and taken on record that: (a) no KPIs have been shared by our Company with any investors in the last three financial years prior to filing of this Draft Red Herring Prospectus, and (b) verified details of the aforementioned KPIs have been included in this section. Further, the KPIs herein have been certified by M/s Mittal Agarwal & Company, Statutory Auditors by their certificate dated 30th January, 2023.

We have described and defined all above KPIs, wherever applicable, in “*Definitions and Abbreviations*” section beginning on page 1. For details of other financial and operating metrics disclosed elsewhere in this Draft Red Herring Prospectus, see “*Our Business*”, “*Basis of Offer Price*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 147, 114 and 272, respectively. Our Company confirms that it shall continue to disclose all the KPIs included in this section titled, “*Basis for Issue Price*”, on a periodic basis, at least once in a year (or for any lesser period as determined by the Board of our Company), for a duration of one year after the date of listing of the Equity Shares on the Stock Exchanges or such period as may be required under the SEBI ICDR Regulations.

Weighted average cost of acquisition, Floor price and Cap Price

a. Price per share of our Company based on the primary/ new issue of shares (equity / convertible securities)

There has been no issuance of Equity Shares or convertible securities excluding shares issued under ESOP/ESOS and issuance of bonus shares during the 18 months preceding the date of this Draft Red Herring Prospectus, where such issuance is equal to or more than 5% of the fully diluted paid-up share capital of our Company (calculated based on the pre-Issue capital before such transaction(s) and excluding employee stock options granted but not vested, as applicable), in a single transaction or multiple transactions combined together over a span of 30 days.

b. Price per share of our Company based on the secondary sale / acquisition of shares (equity / convertible securities)

There have been no secondary sale/ acquisitions of Equity Shares or any convertible securities, where the Promoter, members of the Promoter Group are a party to the transaction, during the 18 months preceding the date of this Draft Red Herring Prospectus, where either acquisition or sale is equal to or more than 5% of the fully diluted paid up share capital of our Company (calculated based on the pre-Issue capital before such transaction/s and excluding ESOPs granted but not vested), in a single transaction or multiple transactions combined together over a span of rolling 30 days.

For the purpose of disclosure under part (a) and (b) above, 'primary transaction' refers to a primary issue of Equity Shares or securities convertible into Equity Shares, excluding shares issued under a bonus issuance and sub-division of shares and secondary transactions' refer to any secondary sale or acquisition of Equity Securities (excluding gifts)

Note:1 Primary and secondary transactions in the last three years preceding the date of this Draft Red Herring Prospectus

The Weighted average cost of acquisition of Equity shares of basis the last five primary and secondary transactions (secondary transactions where promoters, promoter group, selling shareholders or shareholder(s) having the right to nominate director(s) on the Board, are a party to the transaction), not older than three years irrespective of the size of transactions:

Sr. No.	Transaction	Number of shares	Price per share	Value of shares
1	Sale of Shares by PKH Ventures Limited	23,80,952	84.00	19,99,99,968
2	Bonus Issue	2,49,13,914	-	-
3	Sale of shares by PKH Ventures Limited	10	67.00	670
4	Sale of shares by PKH Ventures Limited	10	67.00	670
5	Sale of shares by PKH Ventures Limited	10	67.00	670
	Total	2,72,94,896		20,00,01,978

c. Weighted average cost of acquisition, Floor price and Cap Price

Types of transactions	Weighted average cost of acquisition (₹ per Equity Share)	Floor price* (i.e. Rs [●])	Cap price* (i.e. Rs [●])
Weighted average cost of acquisition for last 18 months for primary / new issue of shares (equity/ convertible securities), excluding shares issued under an employee stock option plan/employee stock option scheme and issuance of bonus shares, during the 18 months preceding the date of filing of the Draft Red Herring Prospectus, where such issuance is equal to or more than five per cent of the fully diluted paid-up share capital of the Company (calculated based on the pre-issue capital before such transaction/s and excluding employee stock options granted but not vested), in a single transaction or multiple transactions combined together over a span of rolling 30 days	NIL	NIL	NIL
Weighted average cost of acquisition for last 18 months for secondary sale/ acquisition of shares			

Types of transactions	Weighted average cost of acquisition (₹ per Equity Share)	Floor price* (i.e. Rs [●])	Cap price* (i.e. Rs [●])
equity/convertible securities), where promoter/promoter group entities or Selling Shareholders or shareholder(s) having the right to nominate director(s) in the Board are a party to the transaction (excluding gifts), during the 18 months preceding the date of filing of the Draft Red Herring Prospectus, where either acquisition or sale is equal to or more than five per cent of the fully diluted paid-up share capital of the Company (calculated based on the pre-issue capital before such transaction/s and excluding employee stock options granted but not vested), in a single transaction or multiple transactions combined together over a span of rolling 30 days	NIL	NIL	NIL
Since there were no primary or secondary transactions of equity shares of our Company during the 18 months preceding the date of filing of the Draft Red Herring Prospectus, the information has been disclosed for price per share of our Company based on the last five primary or secondary transactions where Promoter /Promoter Group entities or Selling Shareholders or shareholder(s) having the right to nominate director(s) on our Board, are a party to the transaction, not older than three years prior to the date of filing of this Draft Red Herring Prospectus irrespective of the size of the transaction			
(a) Based on primary issuances	NA	NA	NA
(b) Based on secondary transactions	NA	NA	NA
(c) Based on last five transactions mentioned in Note1	7.33	[●]	[●]

Explanation for Issue Price / Cap Price being [●] times of weighted average cost of acquisition of primary issuance price / secondary transaction price of Equity Shares (set out in [●] above) along with our Company's key performance indicators and financial ratios for the 4M FY24, FY23, FY22 and FY21.

[●]*

Explanation for Issue Price / Cap Price being [●] times of weighted average cost of acquisition of primary issuance price / secondary transaction price of Equity Shares (set out in [●] above) in view of the external factors which may have influenced the pricing of the Issue.

[●]*

The Issue Price will be [●]* times of the face value of the Equity Shares.

The price band of Rs. [●]* has been determined by our Company, in consultation with the BRLMs, on the basis of the market demand from investors for the Equity Shares through the Book Building Process. Our Company, in consultation with the BRLMs, is justified of the Issue Price in view of the above qualitative and quantitative parameters. Bidders should read the abovementioned information along with the sections entitled "**Risk Factors**", "**Our Business**", "**Management's Discussion and Analysis of Financial Condition**" and "**Results of Operations**" and "**Financial Information**" on pages 34, 147, 272 and 220, respectively, to have a more informed view. The trading price of the Equity Shares could decline due to the factors mentioned in the section entitled "**Risk Factors**" on page 34 or any other factors that may arise in the future and you may lose all or part of your investments.

**To be included at Prospectus Stage*

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS

STATEMENT OF SPECIAL TAX BENEFITS AVAILABLE TO GARUDA CONSTRUCTION AND ENGINEERING LIMITED AND THE SHAREHOLDERS OF THE COMPANY UNDER THE DIRECT AND INDIRECT TAX LAWS IN INDIA

Dear Sirs,

Sub: Statement of possible special tax benefits available to Garuda Construction and Engineering Limited (Formerly Known as Garuda Construction and Engineering Private Limited), (“the Company”) and its shareholders under direct and indirect tax laws

We refer to the proposed Issue of equity shares (the “Offer”) of the Company. We enclose herewith the annexure showing the current position of special tax benefits available to the Company and to its shareholders as per the provisions of the direct and indirect tax laws, including the Income-tax Act, 1961, the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax Act, 2017, respective State Goods and Services Tax Act, 2017 (collectively the “GST Act”), the Customs Act, 1962 and the Customs Tariff Act, 1975, (collectively the “Taxation Laws”) including the rules, regulations, circulars and notifications issued in connection with the Taxation Laws, as presently in force and applicable to the assessment year 2024-2025 relevant to the financial year 2023-24 for inclusion in the Prospectus for the proposed offer of equity shares, as required under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“ICDR Regulations”).

Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of taxation laws. Hence, the ability of the Company or its shareholders to derive these tax benefits is dependent upon their fulfilling such conditions.

The benefits discussed in the enclosed statement are neither exhaustive nor conclusive. The contents stated in the Annexure are based on the information and explanations obtained from the Company. This statement is only intended to provide general information to guide 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 their own tax consultant with respect to the specific tax implications arising out of their participation in the issue. We are neither suggesting nor are we advising the investor to invest money or not to invest money based on this statement.

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

- The Company or its Shareholders will continue to obtain these benefits in future;
- The conditions prescribed for availing the benefits have been/would be met;
- The revenue authorities/courts will concur with the views expressed herein.

We hereby give our consent to include enclosed statement regarding the tax benefits available to the Company and to its shareholders in the DP for the proposed public offer of equity shares which the Company intends to submit to the Securities and Exchange Board of India provided that the below statement of limitation is included in the offer document.

LIMITATIONS

Our views expressed in the statement enclosed are based on the facts and assumptions indicated above. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views is based on the information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company and the interpretation of the existing tax laws in force in India 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. Reliance on the statement is on the express understanding that we do not assume responsibility towards the investors who may or may not invest in the proposed issue relying on the statement.

This statement has been prepared solely in connection with the offering of Equity shares by the Company under the Securities and Exchange Board of India ("SEBI") (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the Issue).

For Mittal Agarwal & Company
Chartered Accountants
(Registration No. 131025W)

Piyush Agarwal
Partner
Membership No. 135505
Place: Mumbai
Date: 30/01/2024
UDIN: 24539486BKFM CX8455

ANNEXURE TO THE STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS

Direct Taxation

Outlined below are the special tax benefits available to the Company and its shareholders under the Income-tax Act, 1961 ('the Act'), as amended by Finance Act, 2023 i.e., applicable for Financial Year 2023-24 relevant to the Assessment Year 2024-25, presently in force in India

A. SPECIAL TAX BENEFITS TO THE COMPANY

Section 115BAA, as inserted vide The Taxation Laws (Amendment) Act, 2019, provides that domestic company can opt for a rate of tax of 22% (plus applicable surcharge and education cess) for the financial year 2019-20 onwards, provided the total income of the company is computed without claiming certain specified incentives/deductions or set-off of losses, depreciation etc. and claiming depreciation determined in the prescribed manner. In case a company opts for section 115BAA, provisions of Minimum Alternate Tax would not be applicable and earlier year MAT credit will not be available for set-off. The option needs to be exercised on or before the due date of filing the tax return. Option once exercised, cannot be subsequently withdrawn for the same or any other tax year.

The Company has represented to us that it has applied section 115BAA for the assessment year 2023-24.

B. SPECIAL TAX BENEFITS TO THE SHAREHOLDERS

The Shareholders of the Company are not entitled to any special tax benefits under the Act.

Indirect Taxation

Outlined below are the special tax benefits available to the Company and its shareholders under the Central Goods and Services Tax Act, 2017/ Integrated Goods and Services Tax Act, 2017 read with Rules, Circulars, and Notifications ("GST law"), the Customs Act, 1962, Customs Tariff Act, 1975 ("Customs law") and Foreign Trade Policy 2015-2020 ("FTP") (collectively referred as "Indirect Tax").

C. SPECIAL TAX BENEFITS TO THE COMPANY

There are no special tax benefits available to the Company under GST law.

D. SPECIAL TAX BENEFITS TO THE SHAREHOLDERS

The Shareholders of the Company are not entitled to any special tax benefits under the Indirect Tax.

SECTION IV- ABOUT OUR COMPANY

INDUSTRY OVERVIEW

Unless stated otherwise, industry and market data used throughout this Draft Red Herring Prospectus has been obtained from the industry report titled “Research Report on Domestic Construction Sector” dated November 03], 2023 (“CareEdge Report”) which is exclusively prepared for the purpose of the Offer and issued by CARE Advisory Research and Training Limited (“CareEdge Research”), and is commissioned and paid for by our Company. CareEdge Research is not related in any manner to our Company or any of our Directors, Promoters, Key Managerial Personnel or Senior Management Personnel. The CareEdge Report will be available on the website of our Company at <https://garduaconstructionengineering.com/investor/> until the Bid / Offer Closing Date.

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. These sources are indicated at all relevant places within this section. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources publications may also base their information on estimates, projections, forecasts, and assumptions that may prove to be incorrect. Accordingly, investors must rely on their independent examination of, and should not place undue reliance on, or base their investment decision solely on this information. The recipient should not construe any of the contents in this report as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning the transaction.

Industry and marked data from the CareEdge Report is subject to the following disclaimer:

“This report is prepared by CARE Advisory Research and Training Limited (CareEdge Research). CareEdge Research has taken utmost care to ensure accuracy and objectivity while developing this report based on information available in CareEdge Research’s proprietary database, and other sources considered by CareEdge Research as accurate and reliable including the information in public domain. The views and opinions expressed herein do not constitute the opinion of CareEdge Research to buy or invest in this industry, sector or companies operating in this sector or industry and is also not a recommendation to enter into any transaction in this industry or sector in any manner whatsoever.

This report has to be seen in its entirety; the selective review of portions of the report may lead to inaccurate assessments. All forecasts in this report are based on assumptions considered to be reasonable by CareEdge Research; however, the actual outcome may be materially affected by changes in the industry and economic circumstances, which could be different from the projections.

Nothing contained in this report is capable or intended to create any legally binding obligations on the sender or CareEdge Research which accepts no responsibility, whatsoever, for loss or damage from the use of the said information. CareEdge Research is also not responsible for any errors in transmission and specifically states that it, or its Directors, employees, parent company – CARE Ratings Ltd., or its Directors, employees do not have any financial liabilities whatsoever to the subscribers/users of this report. The subscriber/user assumes the entire risk of any use made of this report or data herein. This report is for the information of the authorised recipient in India only and any reproduction of the report or part of it would require explicit written prior approval of CareEdge Research.”

1 Economic Outlook

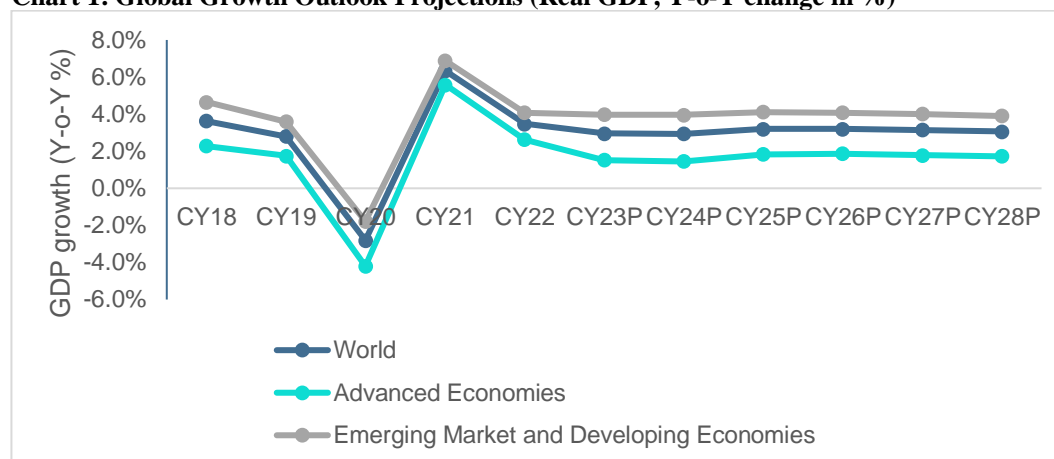
1.1 Global Economy

As per the International Monetary Fund (IMF)’s World Economic Outlook growth projections released in October 2023, the global economic growth for CY22¹ stood at 3.5% on a year-on-year (y-o-y) basis, down from 6.3% in CY21 due to disruptions resulting from the Russia-Ukraine conflict and higher-than-

¹ CY – Calendar Year

expected inflation worldwide. On the other hand, the global economic growth for CY23 is projected to slow down further to 3.0% and 2.9% in CY24, attributed to compressing global financial conditions, expectant steeper interest rate hikes by major central banks to fight inflation, and spill-over effects from the Russia-Ukraine conflict, with gas supplies from Russia to Europe expected to remain tightened. For the next 4 years, the IMF projects world economic growth in the range of 3.0%-3.2% on a y-o-y basis.

Chart 1: Global Growth Outlook Projections (Real GDP, Y-o-Y change in %)



Notes: P-Projection;

Source: IMF – World Economic Outlook, October 2023

Table 1: GDP growth trend comparison - India v/s Other Economies (Real GDP, Y-o-Y change in %)

	Real GDP (Y-o-Y change in %)									
	CY19	CY20	CY21	CY22	CY23P	CY24P	CY25P	CY26P	CY27P	CY28P
India	3.9	-5.8	9.1	7.2	6.3	6.3	6.3	6.3	6.3	6.3
China	6.0	2.2	8.5	3.0	5.0	4.2	4.1	4.1	3.7	3.4
Indonesia	5.0	-2.1	3.7	5.3	5.0	5.0	5.0	5.0	5.0	5.0
Saudi Arabia	0.8	-4.3	3.9	8.7	0.8	4.0	4.2	3.3	3.3	3.1
Brazil	1.2	-3.3	5.0	2.9	3.1	1.5	1.9	1.9	2.0	2.0
Euro Area	1.6	-6.1	5.6	3.3	0.7	1.2	1.8	1.7	1.5	1.3
United States	2.3	-2.8	5.9	2.1	2.1	1.5	1.8	2.1	2.1	2.1

P- Projections; Source: IMF- World Economic Outlook Database (October 2023)

Advanced Economies Group

The major advanced economies registered GDP growth of 2.6% in CY22, down from 5.6% in CY21, which is further projected to decline to 1.5% in CY23. This forecast of low growth reflects increased central bank interest rates to fight inflation and the impact of the Russia-Ukraine war. About 90% of advanced economies are projected to witness decline GDP growth in CY23 compared to CY22. In addition, this is further expected to decline to 1.4% in CY24.

One of the major countries from this group is the **United States**. The United States registered GDP growth of 2.1% in CY22 compared to 5.9% in CY21. Whereas, growth for CY23 and CY24 is projected at 2.1% and 1.5%, respectively. Among advanced economies group, private consumption has been stronger in the United States than in the euro area. The business investments have also been robust in the second quarter, in addition, the general government fiscal stance of United States is expected to be expansionary in CY23. However, the unemployment rate is expected to rise coupled with declining wages and savings. With this, the GDP growth is expected to soften in near term.

Further, the **Euro Area** registered GDP growth of 3.3% in CY22 compared to 5.6% in CY21. For CY23 and CY24, the growth is projected at 0.7% and 1.2%, respectively. There is divergence in GDP growth across the euro area. Wherein, Germany is expected to witness slight contraction in growth due to weak

interest rate sensitive sector and slow trading demand. On the other hand, the GDP growth for France has been revised upwards on account of growing industrial production and external demand.

Emerging Market and Developing Economies Group

For the emerging market and developing economies group, GDP growth stood at 4.1% in CY22, compared to 6.9% in CY21. This growth is further projected at 4.0% in CY23 and CY24. About 90% of the emerging economies are projected to make positive growth. While the remaining economies, including the low-income countries, are expected to progress slower.

Further, in **China**, growth is expected to pick up to 5.0% with the full reopening in CY23 and subsequently moderate in CY24 to 4.2%. The property market crisis and lower investment are key factors leading to this moderation. Whereas, **India** is projected to remain strong at 6.3% for both CY23 and CY24 backed by resilient domestic demands despite external headwinds.

The **Indonesian** economy is expected to register growth of 5% both in CY23 and CY24 with a strong recovery in domestic demands, a healthy export performance, policy measures, and normalization in commodity prices. In CY22, **Saudi Arabia** was the fastest-growing economy in this peer set with 8.7% growth. The growth is accredited to robust oil production, non-oil private investments encompassing wholesale and retail trade, construction and transport, and surging private consumption. Saudi Arabia is expected to grow at 0.8% and 4.0% in CY23 and CY24, respectively. On the other hand, **Brazil** is expected to project growth of 3.1% in CY23 driven by buoyant agriculture and resilient services in the first half of CY23.

Despite the turmoil in the last 2-3 years, India bears good tidings to become a USD 5 trillion economy by CY27. According to the IMF dataset on Gross Domestic Product (GDP) at current prices, the nominal GDP has been estimated to be at USD 3.4 trillion for CY22 and is projected to reach USD 5.2 trillion by CY27. India's expected GDP growth rate for coming years is almost double compared to the world economy.

Besides, India stands out as the fastest-growing economy among the major economies. The country is expected to grow at more than 6% in the period of CY24-CY28, outshining China's growth rate. By CY27, the Indian economy is estimated to emerge as the third-largest economy globally, hopping over Japan and Germany. Currently, it is the third-largest economy globally in terms of Purchasing Power Parity (PPP) with a ~7% share in the global economy, with China [~18%] on the top followed by the United States [~15%]. Purchasing Power Parity is an economic performance indicator denoting the relative price of an average basket of goods and services that a household needs for livelihood in each country.

Despite Covid-19's impact, high inflationary environment and interest rates globally, and the geopolitical tensions in Europe, India has been a major contributor to world economic growth. India is increasingly becoming an open economy as well through growing foreign trade. Despite the global inflation and uncertainties, Indian economy continues to show resilience. This resilience is mainly supported stable financial sector backed by well-capitalized banks and export of services in trade balance. With this, the growth of Indian economy is expected to fare better than other economies majorly on account of strong investment activity bolstered by the government's capex push and buoyant private consumption, particularly among higher income earners.

1.2 **Indian Economic Outlook**

1.2.1 **GDP Growth and Outlook**

Resilience to External Shocks remains Critical for Near-Term Outlook

India's real GDP grew by 9.1% in FY22 and stood at ~Rs. 149 trillion despite the pandemic and geopolitical Russia-Ukraine spillovers. In Q1FY23, India recorded 13.1% y-o-y growth in real GDP, largely attributed to improved performance by the agriculture and services sectors. Following this double-digit growth, Q2FY23 witnessed 6.2% y-o-y growth, while Q3FY23 registered 4.5% y-o-y growth. The slowdown during Q2FY23

and Q3FY23 compared to Q1FY23 can be attributed to the normalization of the base and a contraction in the manufacturing sector's output.

Subsequently, Q4FY23 registered broad-based improvement across sectors compared to Q3FY23 with a growth of 6.1% y-o-y. The investments, as announced in the Union Budget 2022-23 on boosting public infrastructure through enhanced capital expenditure, have augmented growth and encouraged private investment through large multiplier effects in FY23. Supported by fixed investment and higher net exports, real GDP for full-year FY23 was valued at Rs. ~160. trillion registering an increase of 7.2% y-o-y.

Furthermore, in Q1FY24, the economic growth accelerated to 7.8%. The manufacturing sector maintained an encouraging pace of growth, given the favorable demand conditions and lower input prices. The growth was supplemented by a supportive base alongside robust services and construction activities. This momentum was maintained in the Q2FY24 with GDP growth at 7.6%, mainly supported by acceleration in investments. However, private consumption growth was muted due to weak rural demand and some moderation in urban demand amid elevated inflationary pressures in Q2FY24. On the supply side, a significant improvement in manufacturing and construction activities supported growth. Overall, the economy expanded by 7.7% in H1FY24 compared to 5.3% in H2FY23. As per recent Ministry of Statistics and Programme Implementation (MoSPI)'s advanced estimate release, the real GDP growth for FY24 is pegged at 7.3% and will attain a level of ~ Rs. 171.79 trillion.

GDP Growth Outlook

- Driven by resilience in urban demand and the front loading of the government's capital expenditure, the H1FY24 witnessed a strong growth. While festive cheer will support urban demand in Q3, the outlook for rural demand revival remains clouded amid monsoon deficiency and likely hit to the agricultural production.
- The recent announcements of various relief measures such as LPG price reduction and extension of Pradhan Mantri Garib Kalyan Anna Yojna (PMGKAY) are expected to provide some cushion and so far, investment demand has remained robust. However, there could be some moderation in H2FY24 as both the government and private sector may restrain their capital spending ahead of the general elections. Despite some expected moderation in the H2FY24, India's overall GDP growth for FY24 is expected to remain on a firm footing.
- Strong credit growth, resilient financial markets, and the government's continual push for capital spending and infrastructure are likely to create a compatible environment for investments.
- External demand is likely to remain subdued with a slowdown in global activities, thereby indicating adverse implications for exports. Additionally, heightened inflationary pressures and resultant policy tightening may pose a risk to the growth potential.

Taking all these factors into consideration, in December 2023, the RBI in its bi-monthly monetary policy meeting estimated a real GDP growth of 7% y-o-y for FY24 comparatively lower from MoSPI's estimate.

Table 2: RBI's GDP Growth Outlook (Y-o-Y %)

FY24P (complete year)	Q3FY24P	Q4FY24P	Q1FY25P	Q2FY25P	Q3FY25P
7.0%	6.5%	6.0%	6.7%	6.5%	6.4%

Note: P-Projected; Source: Reserve Bank of India

1.2.2 Gross Value Added (GVA)

Gross Value Added (GVA) is the measure of the value of goods and services produced in an economy. GVA gives a picture of the supply side whereas GDP represents consumption.

Industry and Services sector leading the recovery charge

- The gap between GDP and GVA growth turned positive in FY22 (after a gap of two years) due to robust tax collections. Of the three major sector heads, the service sector has been the fastest-growing sector in the last 5 years.
- The **agriculture sector** was holding growth momentum till FY18. In FY19, the acreage for the rabi crop was marginally lower than the previous year which affected the agricultural performance. Whereas FY20 witnessed growth on account of improved production. During the pandemic-impacted period of FY21, the agriculture sector was largely insulated as timely and proactive exemptions from COVID-induced lockdowns to the sector facilitated uninterrupted harvesting of rabi crops and sowing of kharif crops. However, supply chain disruptions impacted the flow of agricultural goods leading to high food inflation and adverse initial impact on some major agricultural exports. However, performance remained steady in FY22.

In FY23, the agriculture sector performed well despite weather-related disruptions, such as uneven monsoon and unseasonal rainfall, impacting yields of some major crops and clocked a growth of 4% y-o-y, garnering Rs. 22.3 trillion.

In Q1FY24, this sector expanded at a slower pace of 3.5% y-o-y growth compared to y-o-y growth a quarter ago. This further stumbled to 1.2% in Q2FY24. Overall, H1FY24 registered a 2.4% growth with weakest monsoon experience caused by El Nino conditions.

Going forward, rising bank credit to the sector and increased exports will be the drivers for the agriculture sector. However, a deficient rainfall may have impact on the reservoir level, weighing on prospects of Kharif sowing. Considering these factors, the agriculture sector is estimated to attain Rs. 22.7 trillion and mark 1.8% y-o-y growth for complete FY24.

- The **industrial sector** witnessed a CAGR of 4.7% for the period FY16 to FY19. From March 2020 onwards, the nationwide lockdown due to the pandemic significantly impacted industrial activities. In FY20 and FY21, this sector felt turbulence due to the pandemic and recorded a decline of 1.4% and 0.9%, respectively, on a y-o-y basis. With the opening up of the economy and resumption of industrial activities, it registered 11.6% y-o-y growth in FY22, albeit on a lower base.

The industrial output in FY23 grew by 4.4% with estimated value Rs. 45.2 trillion owing to a rebound in manufacturing activities and healthy growth in the construction sector.

The industrial sector grew by 5.5% in Q1FY24, while Q2FY24 growth was up by 13.2% owing to positive business optimism and strong growth in new orders supported manufacturing output. The industrial growth was mainly supported by sustained momentum in the manufacturing and construction sectors. Within manufacturing, industries such as pharma, motor vehicles, metals, petroleum and pharma witnessed higher production growth during the quarter. The construction sector (13% growth in Q2FY24) benefited from poor rainfall during August and September and higher implementation of infrastructure projects. This was reflected in robust cement and steel production and power demand in Q2FY24. Overall, H1FY24 picked up by 9.3% with manufacturing and construction activities witnessing significant acceleration.

India's industrial sector is experiencing strong growth, driven by significant expansion in manufacturing, mining, and construction. This growth is supported by positive business sentiment, declining commodity prices, beneficial government policies like production-linked incentive schemes, and efforts to boost infrastructure development. These factors collectively contribute to the sustained buoyancy in industrial growth due to which the industrial growth is estimated at 7.9% on y-o-y basis registering the value of Rs. 48.9 trillion in FY24.

The **services sector** recorded a CAGR of 7.1% for the period FY16 to FY20, which was led by trade, hotels, transport, communication, and services related to broadcasting, finance, real estate, and professional services. This sector was the hardest hit by the pandemic and registered an 8.2% y-o-y

decline in FY21. The easing of restrictions aided a fast rebound in this sector, with 8.8% y-o-y growth witnessed in FY22.

Overall, in FY23, benefitting from the pent-up demand, the service sector was valued at Rs. 20.6 trillion and registered growth of 9.5% y-o-y.

In Q1FY24, the services sector growth jumped to 10.3%. Within services, there was a broad-based improvement in growth across different sub-sectors. However, the sharpest jump was seen in financial, real estate, and professional services. Trade, hotels, and transport sub-sectors expanded at a healthy pace gaining from strength in discretionary demand. The service sector growth in Q2FY24 moderated to 5.8% partly due to the normalization of base effect and some possible dilution in discretionary demand. Considering these factors, service sector marked 8% growth in H1FY24.

With this performance, steady growth in various service sector indicators like air passenger traffic, port cargo traffic, GST collections, and retail credit are expected to support the services sector. With this, the growth of service sector is estimated at Rs. 86.2 trillion registering 7.7% growth in FY24 overall.

Table 3: Sectoral Growth (Y-o-Y % Growth) - at Constant Prices

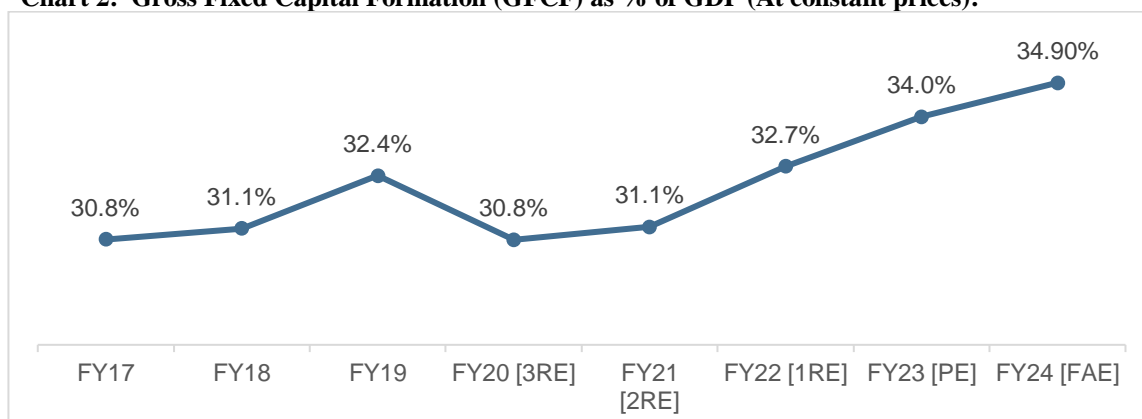
At constant Prices	FY19	FY20	FY21	FY22 (FRE)	FY23 (PE)	FY24 (FAE)
Agriculture, Forestry & Fishing	2.1	6.2	4.1	3.5	4.0	1.8
Industry	5.3	-1.4	-0.9	11.6	4.4	7.9
Mining & Quarrying	-0.9	-3.0	-8.6	7.1	4.6	8.1
Manufacturing	5.4	-3.0	2.9	11.1	1.3	6.5
Electricity, Gas, Water Supply & Other Utility Services	7.9	2.3	-4.3	9.9	9.0	8.3
Construction	6.5	1.6	-5.7	14.8	10.0	10.7
Services	7.2	6.4	-8.2	8.8	9.5	7.7
Trade, Hotels, Transport, Communication & Broadcasting	7.2	6.0	-19.7	13.8	14.0	6.3
Financial, Real Estate & Professional Services	7.0	6.8	2.1	4.7	7.2	8.9
Public Administration, Defence and Other Services	7.5	6.6	-7.6	9.7	7.2	7.7
GVA at Basic Price	5.8	3.9	-4.2	8.8	7.0	6.9

Note: FRE – First Revised Estimates, PE – Provisional Estimate, FAE – First Advance Estimate; Source: MOSPI

1.2.3 Investment Trend in Infrastructure

Gross Fixed Capital Formation (GFCF), which is a measure of the net increase in physical assets, witnessed an improvement in FY22. As a proportion of GDP, it is estimated to be at 32.7%, which is the second-highest level in 7 years (since FY15). In FY23, the ratio of investment (GFCF) to GDP climbed up to its highest in the last decade at 34%. Continuing in its growth trend, this ratio is expected to reach 34.9% in FY24.

Chart 2: Gross Fixed Capital Formation (GFCF) as % of GDP (At constant prices):



Note: 3RE – Third Revised Estimate, 2RE – Second Revised Estimates, 1RE – First Revised Estimates, PE – Provisional Estimate, FAE- First Advance Estimate; Source: MOSPI

Overall, the support of public investment in infrastructure is likely to gain traction due to initiatives such as Atmanirbhar Bharat, Make in India, and Production-linked Incentive (PLI) scheme announced across various sectors.

1.2.4 Industrial Growth

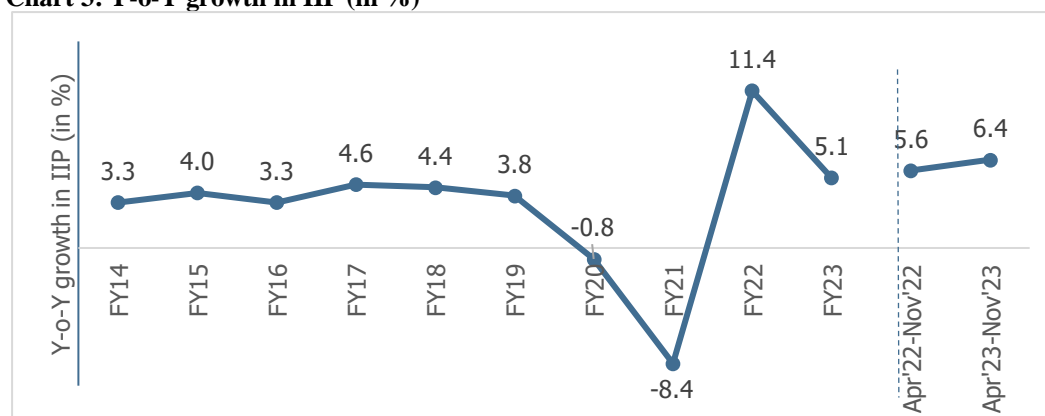
Improved Core and Capital Goods Sectors helped IIP Growth Momentum

The Index of Industrial Production (IIP) is an index to track manufacturing activity in an economy. On a cumulative basis, IIP grew by 11.4% y-o-y in FY22 post declining by 0.8% y-o-y and 8.4% y-o-y, respectively, in FY20 and FY21. This high growth was mainly backed by a low base of FY21. FY22 IIP was higher by 2.0% when compared with the pre-pandemic level of FY20, indicating that while economic recovery was underway, it was still at very nascent stages.

During FY23, the industrial output recorded a growth of 5.1% y-o-y supported by a favorable base and a rebound in economic activities. The period April 2023 – November 2023, industrial output grew by 6.4% compared to the 5.6% growth in the corresponding period last year. For the month of November 2023, the IIP growth slowed down to 2.4% compared to the last year primarily on account of a normalization of base.

So far in the current fiscal, while the infrastructure-related sectors have been doing well, slowing global growth and downside risks to rural demand have posed a challenge for industrial activity. Though the continued moderation in inflationary pressure offers some comfort, pain points in the form of elevated prices of select food items continue to persist.

Chart 3: Y-o-Y growth in IIP (in %)



Source: MOSPI

1.2.5 Consumer Price Index

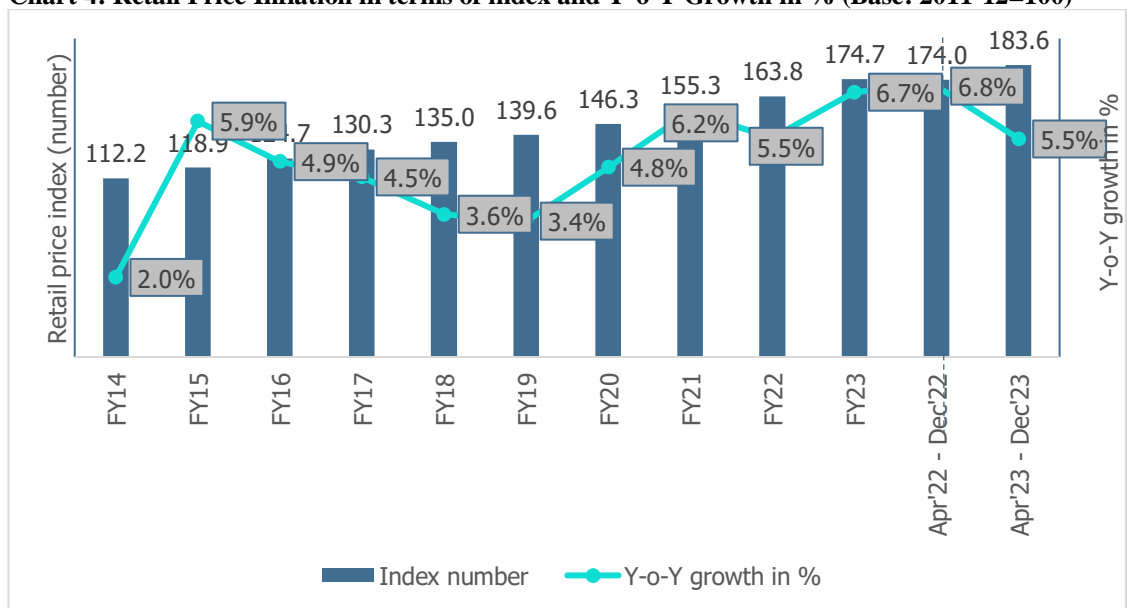
India’s consumer price index (CPI), which tracks retail price inflation, stood at an average of 5.5% in FY22 which was within RBI’s targeted tolerance band of 6%. However, consumer inflation started to upswing from October 2021 onwards and reached a tolerance level of 6% in January 2022. Following this, CPI reached 6.9% in March 2022.

CPI remained elevated at an average of 6.7% in FY23, above the RBI’s tolerance level. However, there was some respite toward the end of the fiscal wherein the retail inflation stood at 5.7% in March 2023, tracing back to the RBI’s tolerance band. Apart from a favorable base effect, the relief in retail inflation came from a moderation in food inflation.

In the current fiscal FY24, the CPI moderated for two consecutive months to 4.7% in April 2023 and 4.3% in May 2023. This trend snapped in June 2023 with CPI rising to 4.9%. In July 2023, the CPI had reached the RBI’s target range for the first time since February 2023 at 7.4% largely due to increased food inflation. This marked the highest reading observed since the peak in April 2022 at 7.8%. The notable surge in vegetable prices and elevated inflation in other food categories such as cereals, pulses, spices, and milk have driven this increase. Further, the contribution of food and beverage to the overall inflation had risen significantly to 65%, surpassing their weight in the CPI basket. In August 2023, the food inflation witnessed some moderation owing to government’s active intervention. This was further moderated for second consecutive month in September 2023 to 5%, led by a sharp correction in vegetables prices and lower LPG prices. Helped by deflation in the fuel and light category, the retail inflation in October 2023 softened at 4.9%. This trend reversed in November 2023 due to spike in certain vegetable prices as well as sticky inflation in non-perishable food items such as cereals, pulses and spices and the CPI rose to 5.6%. In the month of December 2023, elevated food prices and an unfavourable base drove headline inflation to a four-month peak of 5.7%.

While the consistent decrease in core inflation due to falling commodity prices and diminishing demand-side pressures is encouraging, the ongoing high food inflation, potentially exacerbated by a projected drop in Kharif production and uncertainties around Rabi sowing, remains worrisome. Despite these concerns, the favourable base effect throughout Q4FY24 and the expected easing of food price pressures with the arrival of fresh crops from January to March could help mitigate inflation risks.

Chart 4: Retail Price Inflation in terms of index and Y-o-Y Growth in % (Base: 2011-12=100)

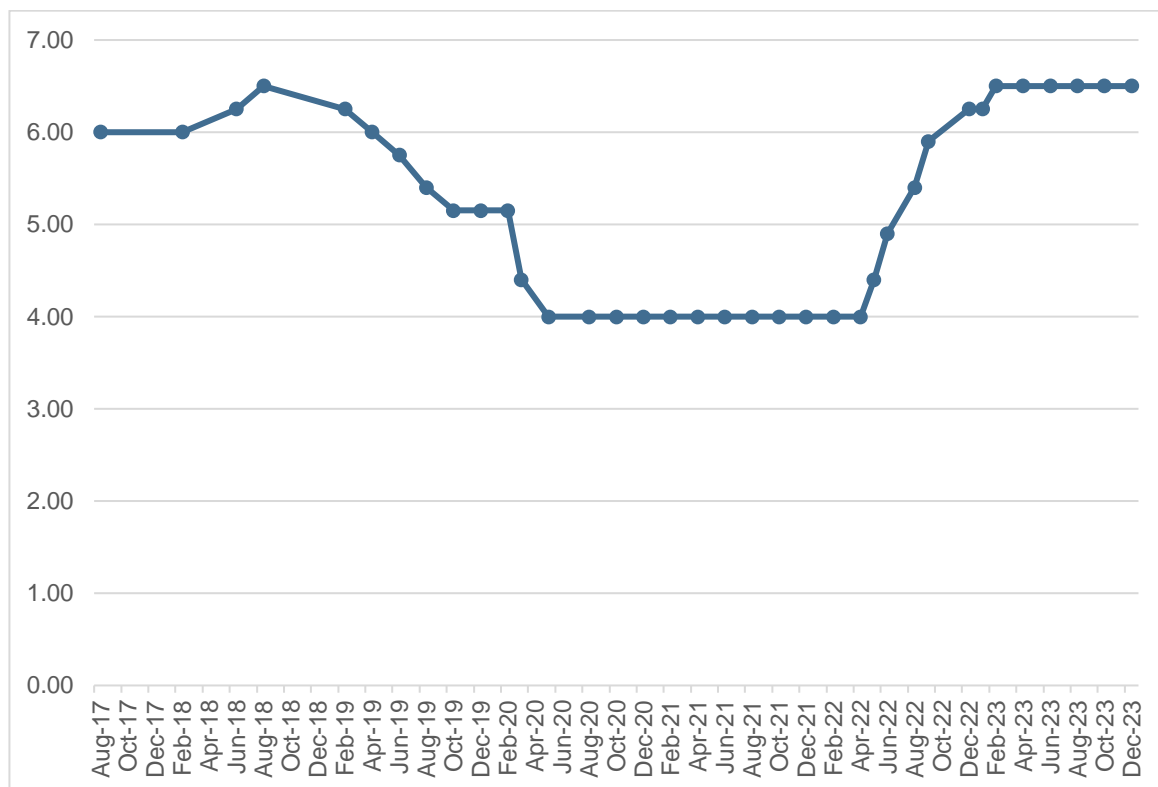


Source: MOSPI

The CPI is primarily factored in by RBI while preparing their bi-monthly monetary policy. At the bi-monthly meeting held in December 2023, RBI projected inflation at 5.4% for FY24 with inflation during Q3FY24 at 5.6%, Q4FY24 at 5.2% Q1FY25 at 5.2% , Q2FY24 at 6.5% and Q3FY24 at 6.4%.

The RBI has increased the repo rates with the rise in inflation in the past year from 4% in April 2022 to 6.5% in January 2023. Considering the current inflation situation, RBI has kept the repo rate unchanged at 6.5% in the last five meetings of the Monetary Policy Committee.

Chart 5: RBI historical Repo Rate



Source: RBI

In a meeting held in December 2023, RBI also maintained the liquidity adjustment facility (LAF) corridor by adjusting the standing deposit facility (SDF) rate of 6.25% as the floor and the marginal standing facility (MSF) at the upper end of the band at 6.75%.

Further, the central bank continued to remain focused on the withdrawal of its accommodative stance. With domestic economic activities gaining traction, RBI has shifted gears to prioritize controlling inflation. While RBI has paused on the policy rate front, it has also strongly reiterated its commitment to bringing down inflation close to its medium-term target of 4%. Given the uncertain global environment and lingering risks to inflation, the Central Bank has kept the window open for further monetary policy tightening in the future, if required.

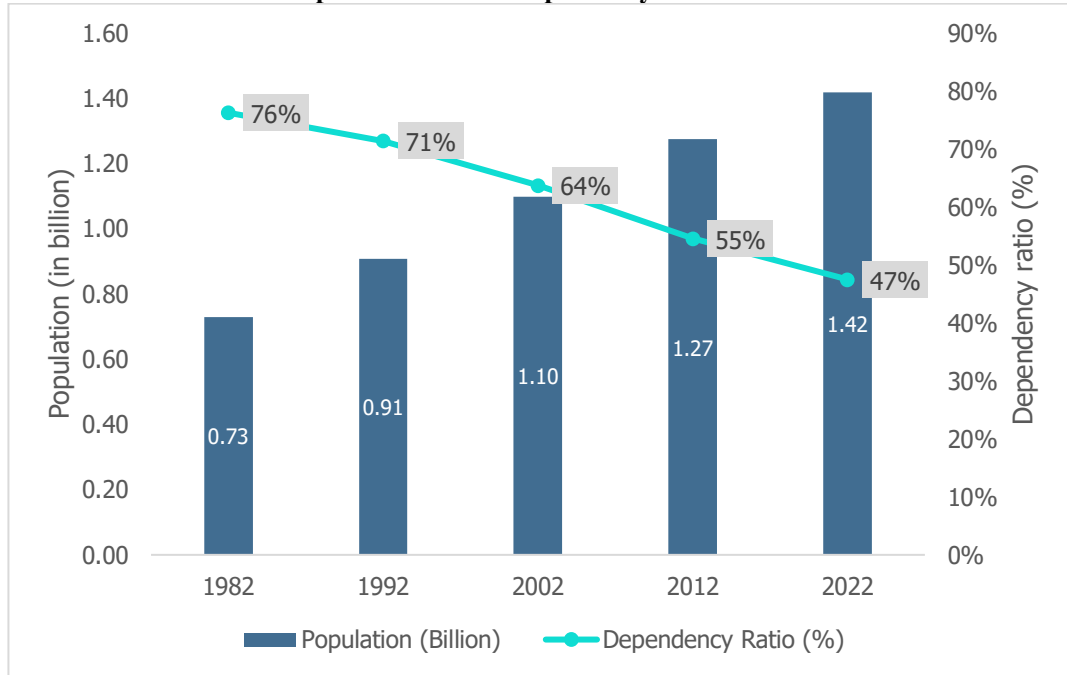
1.2.6 Overview on Key Demographic Parameters

- **Population growth and Urbanization**

The trajectory of economic growth of India and private consumption is driven by socio-economic factors such as demographics and urbanization. According to the world bank, India’s population in 2022 surpassed 1.42 billion slightly higher than China’s population 1.41 billion and became the most populous country in the world.

Age Dependency Ratio is the ratio of dependents to the working age population, i.e., 15 to 64 years, wherein dependents are population younger than 15 and older than 64. This ratio has been on a declining trend. It was as high as 76% in 1982, which has reduced to 47% in 2022. Declining dependency means the country has an improving share of working-age population generating income, which is a good sign for the economy.

Chart 6: Trend of India Population vis-à-vis dependency ratio



Source: World Bank Database

With an average age of 29, India has one of the youngest populations globally. With vast resources of young citizens entering the workforce every year, it is expected to create a 'demographic dividend'. India is home to a fifth of the world's youth demographic and this population advantage will play a critical role in economic growth.

Chart 7: Age-Wise Break Up of Indian population

Source: World Bank Database

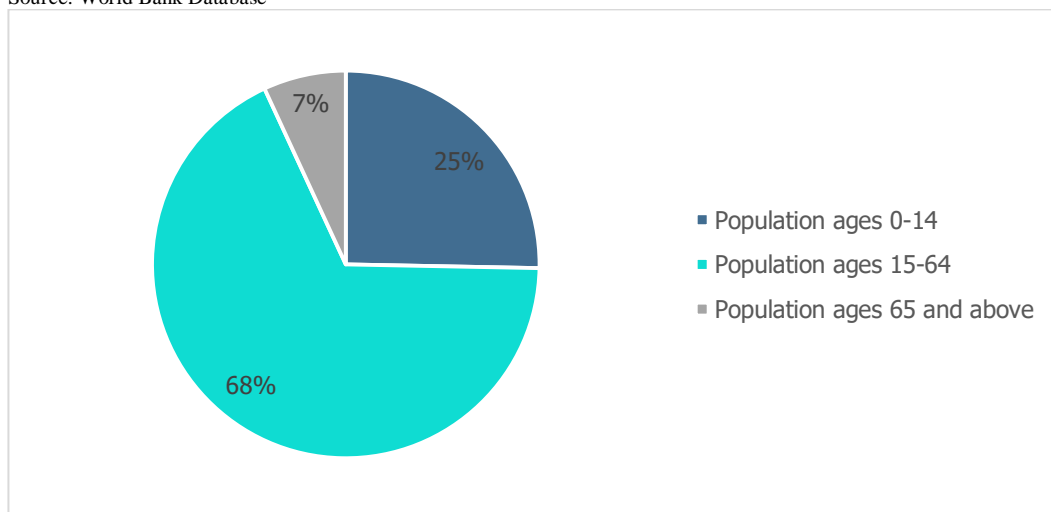
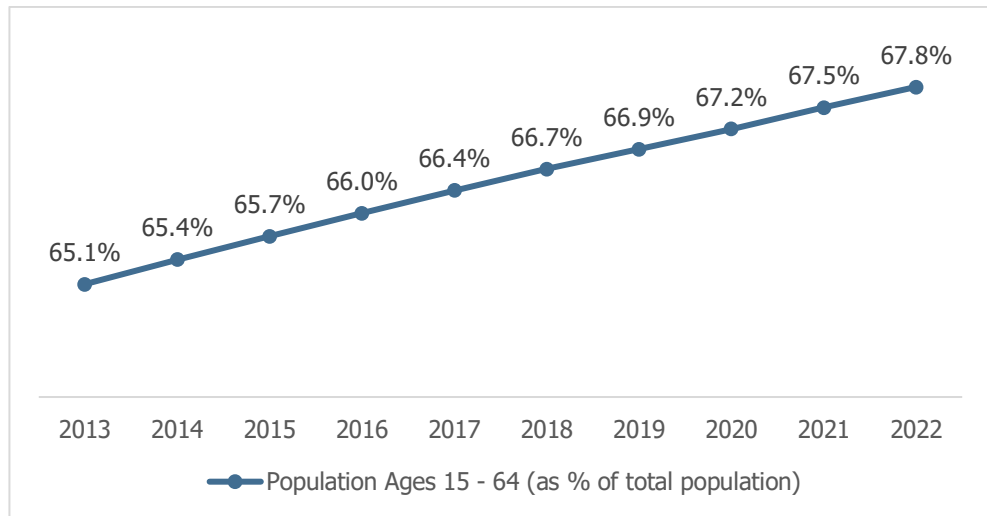


Chart 8: Yearly Trend – Young Population as % of Total Population

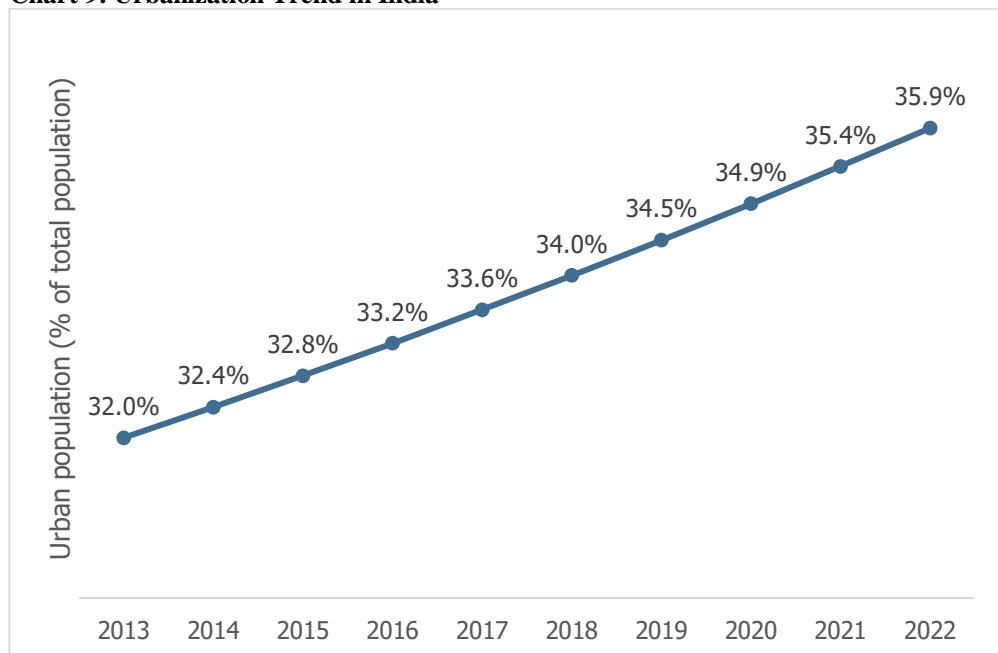


Source: World Bank database

- ### Urbanization

The urban population is significantly growing in India. The urban population in India is estimated to have increased from 403 million (31.6% of total population) in 2012 to 508 million (35.9% of total population) in the year 2022. People living in Tier-2 and Tier-3 cities have greater purchasing power.

Chart 9: Urbanization Trend in India



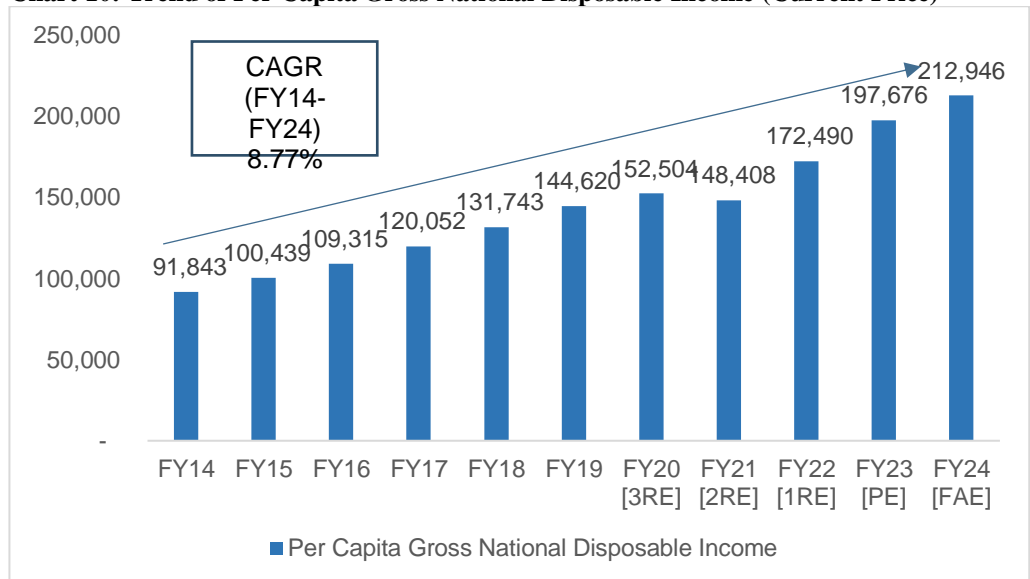
Source: World Bank Database

- ### Increasing Per Capita Disposable Income

Gross National Disposable Income (GNDI) is a measure of the income available to the nation for final consumption and gross savings. Between the period FY14 to FY24, per capita GNDI at current prices registered a CAGR of 8.77%. More disposable income drives more consumption, thereby driving economic growth.

The chart below depicts the trend of per capita GNDI in the past decade:

Chart 10: Trend of Per Capita Gross National Disposable Income (Current Price)

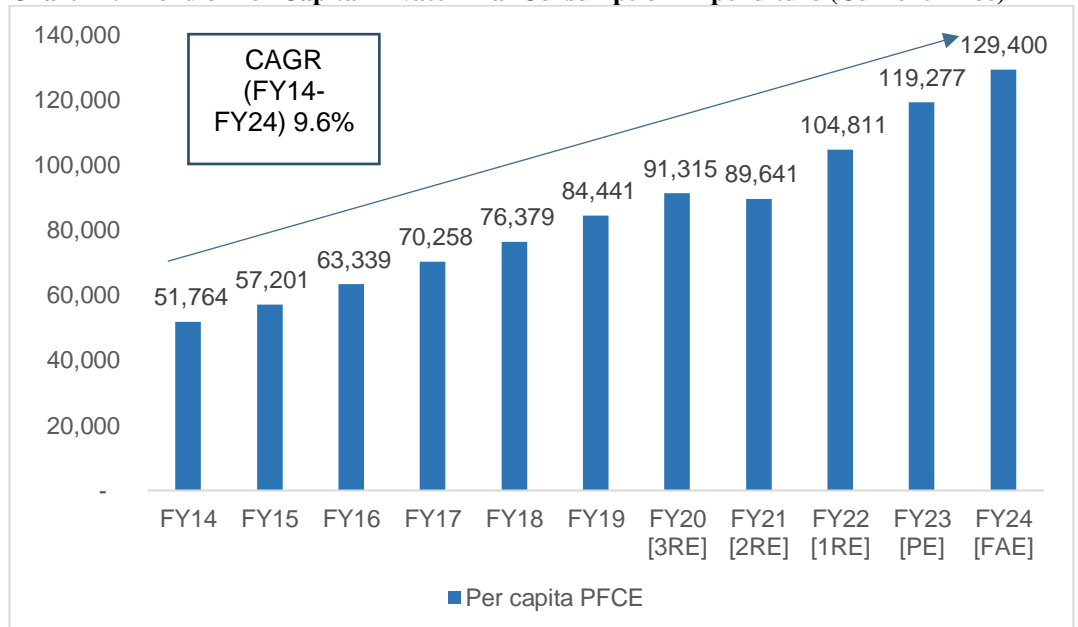


Note: 3RE – Third Revised Estimate, 2RE – Second Revised Estimates, 1RE – First Revised Estimates, PE – Provisional Estimate; Source: MOSPI

- Increase in Consumer Spending**

With increase in disposable income, there has been a gradual change in consumer spending behaviour as well. Private Final Consumption Expenditure (PFCE) which is measure of consumer spending has also showcased significant growth in the past decade at a CAGR of 9.6%. Following chart depicts the trend of per capita PFCE at current prices:

Chart 11: Trend of Per Capita Private Final Consumption Expenditure (Current Price)



Source: MOSPI

1.2.7 Concluding Remarks

The major headwinds to global economic growth are escalating geopolitical tensions, volatile global commodity prices, and a shortage of key inputs. Despite the global economic growth uncertainties, the

Indian economy is relatively better placed in terms of GDP growth compared to other emerging economies. According to IMF's forecast, it is expected to 6.3% in CY24 compared to the world GDP growth projection of 3%. The bright spots for the economy are continued healthy domestic demand, support from the government towards capital expenditure, moderating inflation, and improving business confidence.

Likewise, several high-frequency growth indicators including the purchasing managers index, auto sales, bank credit, and GST collections have shown improvement in FY23. Moreover, normalizing the employment situation after the opening up of the economy is expected to improve and provide support to consumption expenditure.

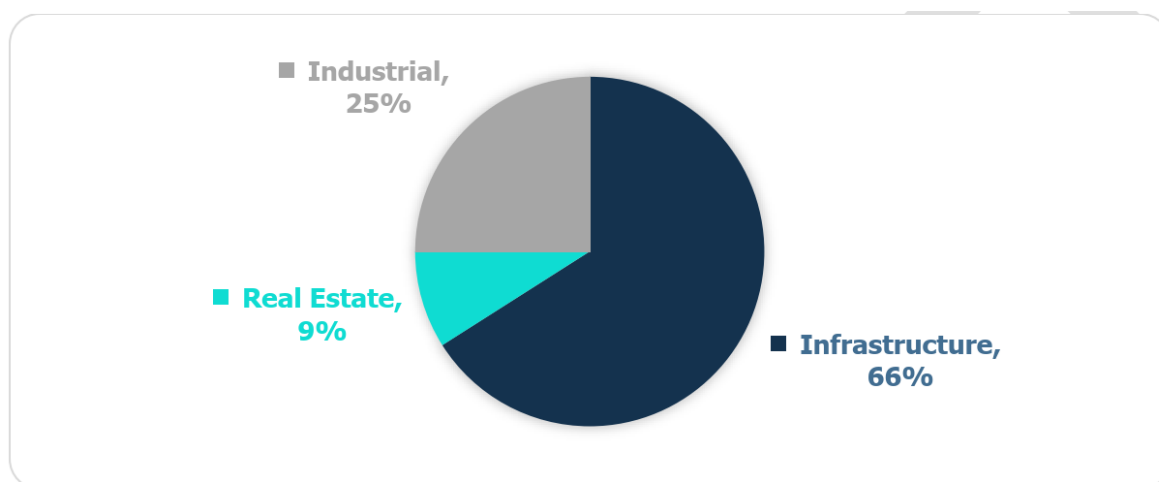
Further, as per the Indian Meteorological Department (IMD), the rainfall witnessed a deficit until September 2023. A drop-in yield due to irregular monsoons and a lower acreage can lead to a demand-supply mismatch, further increasing the inflationary pressures on the food basket. Moreover, the consumption demand is expected to pick up in Q3FY24 due to the festive season. Going forward, the rising domestic demand will be driven by the rural economy's performance and continual growth in urban consumption. However, high domestic inflation and global headwinds pose a downside risk to domestic demand.

At the same time, public investment is expected to exhibit healthy growth as the government has allocated a strong capital expenditure of about Rs. 10 lakh crores for FY24. The private sector's intent to invest is also showing improvement as per the data announced on new project investments. However, volatile commodity prices and economic uncertainties emanating from global turbulence may slow down the improvement in private CapEx and investment cycle.

Overview of the Construction sector in India

The construction sector is the country's second-largest economic segment after Agriculture. The sector contributed 8.4% to the national GVA (at constant price) in FY23. The order book of construction companies is dependent upon the capital expenditure in the economy. Broadly, the investments can be classified into infrastructure, real estate and industrial construction. Historically, infrastructure creation, spread across sectors such as roads and highways, telecom, airports, ports, power, oil and gas and railways has dominated the investments. Increase in Infrastructure demand & government initiative shows the potential for catapulting India to the third largest construction market globally. The sector is expected to contribute 15% to the Indian economy by 2030.

Share of key segments that contribute to construction spending



Source: Department of Industrial Policy and Promotion (DIPP)

PPP models for enabling infrastructure growth

The government has taken constant steps for encouraging strong private participation in infrastructure sector, particularly from the perspective of the NIP. Hence the focus has been on building a robust enabling environment with a well-thought policy framework and a well-developed public authority for encouraging PPPs.

The different types of PPP models are as follows:

- **Build – Operate – Transfer (BOT)**

BOT is one of the most common privatization agreements. BOT model is generally used to develop discrete assets rather than a whole network, for example a toll road. In this agreement, the government will hand over the constructing and operating rights to a private sector which would be given out for a pre-determined period of time. Once the period is complete, the rights are transferred back to the government.

- **Build – Own – Operate (BOO)**

Under this, the government grants the right to finance, design, build, operate and maintain a project to a private entity, which retains the ownership of the project. The private entity is not required to transfer the facility back to the government.

- **Build – Own – Operate – Transfer (BOOT)**

The private sector builds and owns the facility for the duration of the contract, with the primary goal of recouping construction costs (and more) during the operational phase. At the end of the contract the facility is handed back to the government. This structure is suitable when the government has a large infrastructure financing gap as the equity and commercial risk stays with the private sector for the length of the contract. This model is often used for school and hospital contracts.

- **Engineering, Procurement and Construction (EPC)**

In the EPC mode, the private partner is solely responsible for construction of the project, the tolling and operations of the project are undertaken by the public partner.

- **Design – Build (DB)**

In this project agreement, a private partner is contracted by the government to design and build the facility based on the requirements performed by the government. Along with the agreement, the government will state the responsibilities in order to perform the operation and the maintenance of the facility. DB is also called as Build – Transfer (BT).

- **Design – Build – Operate (DBO)**

In the case of DBO, the designing and building of the facility is done based on a turn-key basis. After the completion of the facility, it is transferred to the public sector but the private sector will operate the facility for a specific period of time. The DBO can be also referred to as Build Transfer Operate (BTO).

- **Design – Build – Finance (DBF)**

The private sector constructs an asset and finances the capital cost during the construction period only. The variations of DBF include Design – Build – Finance – Operate (DBFO), Design – Build – Finance – Maintain (DBFM) and Design – Build – Finance – Maintain – Operate (DBFMO). These activities are performed for a particular period of time or a long - term lease. Once the lease time is over, the property is given back to the public sector.

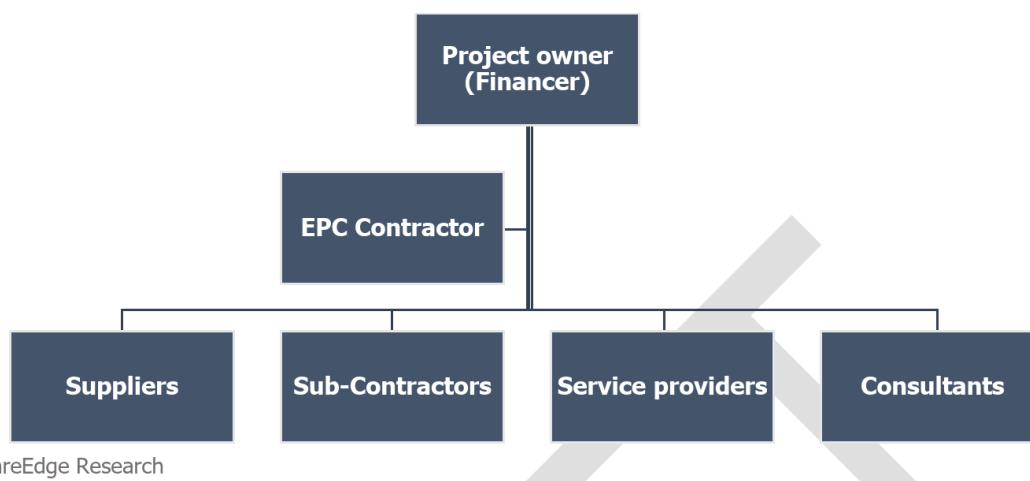
- **Lease – Renovate – Operate – Transfer (LROT)**

In this type, the existing infrastructure is handed over to a private facility for a particular time period. This is given to undergo renovation and its operation for a specific time period. The operation is performed on the condition that the private facility will recover the cost that is agreed in return as per the contractual agreement along with the transferring of the entity back to the government.

Construction EPC in India

EPC stands for ‘Engineering, Procurement and Construction’. EPC entails the contractor build the project by designing, installing and procuring necessary labour and land to construct the infrastructure, either directly or by subcontracting. The EPC contract is a type of construction contract between parties where the contractor is responsible for all the engineering, procurement, and construction activities to deliver the completed project to the employer or owner. In addition to the delivery of the complete facility, the EPC contractor must deliver it within a guaranteed time and guaranteed price. EPC vendors are those service providers which execute projects on a turnkey basis.

Key Stakeholders of EPC Contract



Source: CareEdge Research

Basic Features of an EPC Contract

- **Single point responsibility**
- **Fixed contract price**
- **Fixed completion date**
- **Performance guarantee**
- **Caps on liability**
- **Security**
- **Liquidated damage**
- **Defect liability period**
- **Force majeure**

EPC companies are generally responsible for design, procurement, construction, commissioning, and handover of the project to the project owner. An EPC contract is a project document that binds the owner and contractor into a contractual framework by clearly transferring the risk responsibility related to designing, procuring, and constructing to the contractor. It also documents the performance standards the completed project is required to meet. EPC contractor then uses various suppliers, sub-contractors, engineers, and consultants to execute the project.

EPC contracts are of various types including turnkey contracts or contracts with fixed prices.

EPC companies can be classified based on their area of operation/specialization as below:

- **General Contracting/Infrastructure**
- **Building construction – Residential and Commercial segments**
- **Oil & Gas EPC**
- **Power EPC: General Power EPC and Power Transmission, Solar Power**
- **Specialized EPC: Marine, Industrial, Railways, Tunnelling, Mining etc.**

EPC Companies in India

List of few major company names from each segment:

Infrastructure /General Contracting	Larsen & Toubro Ltd. Gammon India Ltd. NCC Ltd
Building construction (Residential and Commercial Segments)	Larsen & Toubro Ltd. Shapoorji Pallonji & Co. Ltd. Ahluwalia Contracts (India) Ltd.
Oil & Gas	Larsen & Toubro Ltd. Petron Engineering Construction Limited
Power	BHEL Larsen & Toubro Ltd. Tata Projects Ltd.

Source: CareEdge Research

Opportunities in NIP for the construction segment

Before the onset of the pandemic the Government of India had unveiled the National Infrastructure Policy (NIP) covering various sectors and regions indicating that it is relying on an ‘infrastructure creation’ led revival of the country’s economy. The NIP which covered rural and urban infrastructure entailed investments to the tune of Rs. 11,10,000 thousand lakhs to be undertaken by the central government, state governments and the private sector during FY20-25. Now with that the economy has almost opened up with most of the migrant workers too are returning, infrastructure development will be relied upon to propel the Indian economy from the current slowdown.

This in turn is expected to offer significant opportunities to EPC players in India. Significant investment in infrastructure development, real estate will boost construction activities and act as a catalyst for growth of EPC companies in India.

Through the National Infrastructure Pipeline, the government of India plans to complete around 7,400 projects aggregating to Rs. 11,10,000 thousand lakhs. The project pipeline is expected to be collectively funded by the Central Government, State Governments and PSUs to the extent of 79% with the remaining 21% being envisaged to come from the private sector.

Key highlights of Union Budget

One of the major drivers of the EPC market in India is the infrastructure investment by the government of India. The Union Budget 2023-24 depicted higher focus on infrastructure development. The main thrust of capital expenditure is on defence, roads and railways.

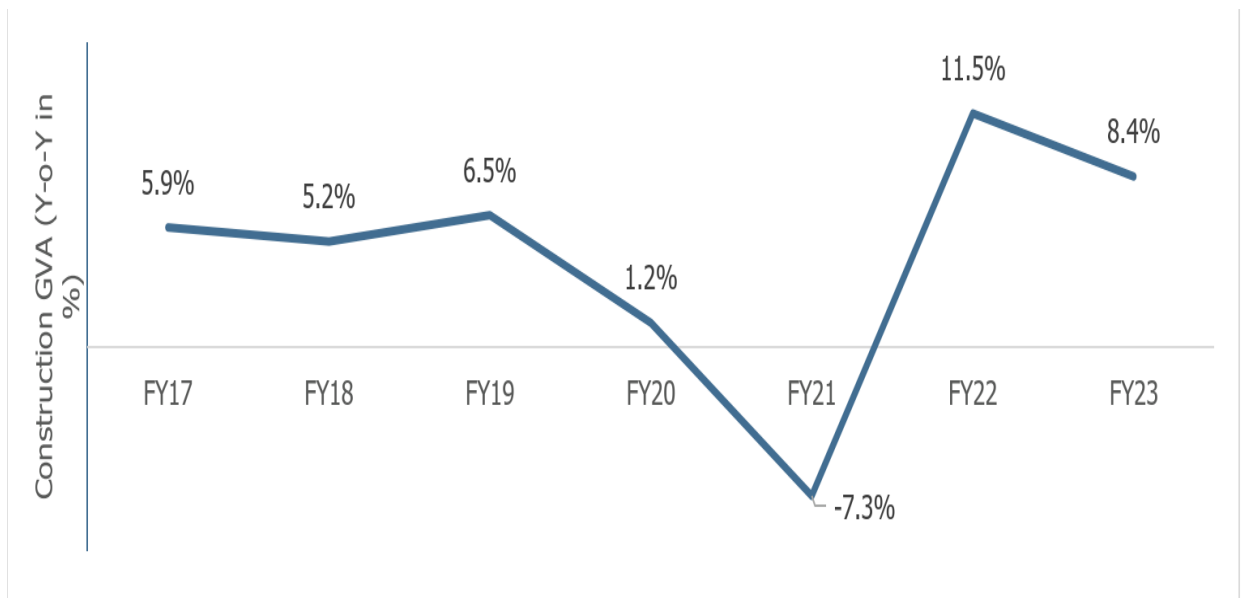
Impact of Covid-19 pandemic

The GVA of construction segment has been witnessing slowdown since the start of FY20 due to factors such as general elections, extended monsoon. Slowdown got severe in March 2020 as a result of the restrictive measures and lockdowns imposed by the Government to contain the spread of the Covid-19 pandemic that led to a halt of economic activities and business operations. The onset of the Covid-19 pandemic in FY21 presented many challenges for the Engineering, Procurement and Construction (EPC) companies. Many projects got cancelled or delayed due to the uncertainty caused by the pandemic. There was delayed RFP response, logistical challenges due to nation-wide lockdown and supply-chain bottlenecks impacting procurement of goods and assets which in turn impacted project execution. The most severe impact felt, however, was of the exodus of labour. The order

book position of several EPC companies was affected due to the Covid-19 induced challenges which in turn impacted their revenue mainly during the first and second quarter of FY21. However, by the third quarter, the nation-wide lockdown was mostly lifted, the issues of raw material and labour shortages were resolved and business operations began to normalize.

India's economic recovery strengthened in the Q4FY21 before the onset of the second wave of pandemic. Construction segments benefited from the unlock process which gathered pace during the last two quarters. In FY21 Construction sector GVA fell by a sharp 7.3%. The growth was amplified in Q1FY22 because of a favourable base effect (low growth in Q4FY21) which aided the growth in the construction segments growing by 71.3% in Q1FY22 in contrast to a growth rate of 18.3% recorded during the previous quarter. Q2FY22 also witnessed a growth of 8.1%. Moreover, Q3FY22 witnessed a slowdown of 2.8% which later rebound to 2% increase. Overall, the growth in FY22 of 31% in FY22 can be attributed to lower base. The growth was also aided by resumption of economic activity. Q1FY23 registered growth of 33% whereas Q2FY23 registered growth of 15% with normalcy in business environment post pandemic.

Trend in construction GVA at constant price



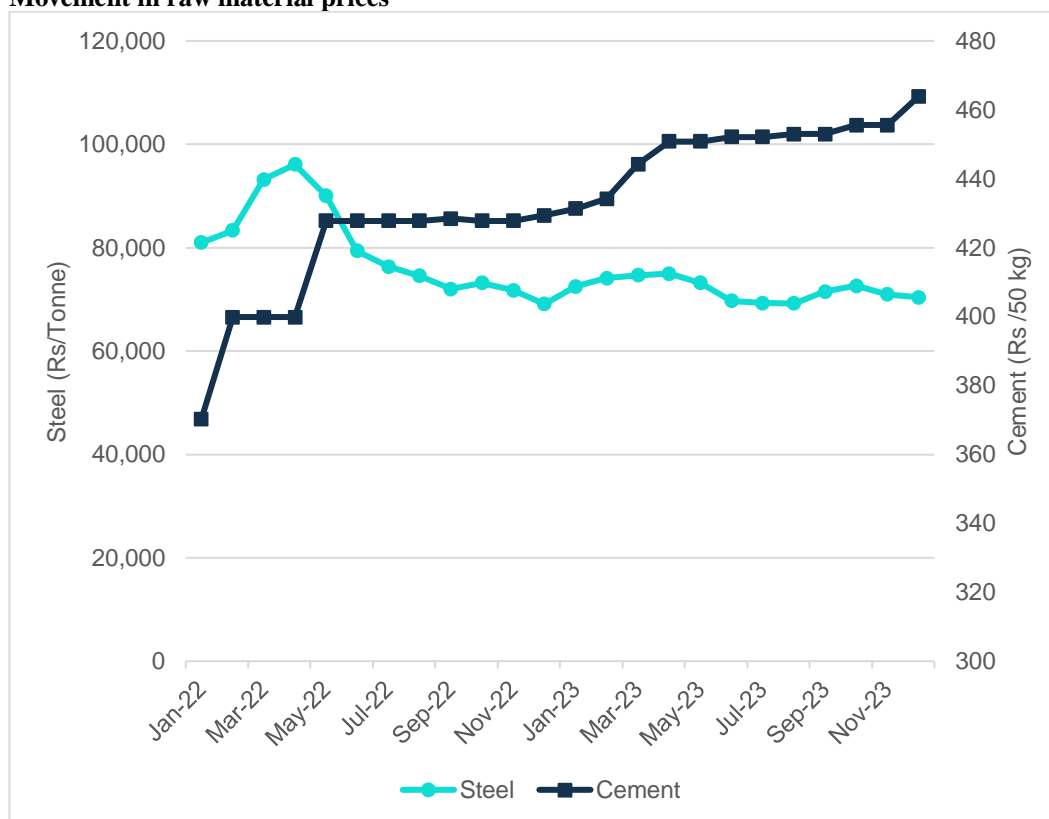
Source: MOSPI

Challenges faced by EPC companies

➤ Players are susceptible to changes in raw material prices

Raw material cost of different construction companies ranges in 30-50% of the total cost. Any variation in the prices of raw materials during the construction period of the project has a direct impact on total cost of the project. In FY22, the average price of domestic steel and cement increased by 45% and 8% respectively. Here, increased international steel prices led to significantly higher export volumes, which in turn led to an increase in domestic steel prices. Whereas, the rise in cement prices was primarily on account of rising input and fuel costs pressure due to geopolitical tensions. However, the price of steel has corrected in from H2FY23. The volatile commodity prices impacted margins of construction players in FY23, however, with the prices stabilising, it is expected that margins will recover over a period of time.

Movement in raw material prices



Source: CMIE, xxxxxxxx

Note: Average Finished Steel Prices and Wholesale Cement Prices in Domestic Market

➤ Time and cost overrun due to delay in getting clearances

EPC sector has witnessed many consistent changes over the past few years. Delay in project completion is one of the major challenges for the EPC market in India. EPC projects are large scale, time and cost sensitive. The gestation period of project also increases because of factors such as political risks in the country, liquidity crunch, and delay in getting environmental clearance, forest clearance, defence land handovers etc. Time overrun and project inflationary cost escalations plague many large government-based projects. All projects have to be time bound to be profitable; however, the market still suffers from inherent delays owing to various reasons.

➤ Highly competitive intensity

The segment is highly fragmented with a large number of unorganized players. This leads to highly competitive intensity and affects the pricing power of the EPC players. Further, global players including Samsung and Bechtel and others have entered Indian markets thus bringing with them global project management experience. This has increased business competition as the capacity and expertise required by the local players must be on par with global standards. But it has also brought about collaboration of local players with global players to manage complex projects requiring global skills and best practices.

Outlook

The Construction sector was hit hard during the pandemic, because of the lockdown, labour migration leading to logistical challenges. However, the sector has witnessed a growth in FY22 and FY23, supported by unlock measures and significant infrastructure investments by the Government.

The industry has experienced a similar growth trajectory in the FY24, supported by a sustained focus on infrastructure investments in roads, railways, and airports, in addition to the expansion in real estate activity. According to CMIE, early indications from the real estate sector reveal a robust 23.5% year-on-year growth in sales revenues for the quarter ending December 2023. While operating expenses related to sales increased at a comparatively slower rate of 19.4%, the industry's most significant operating expense, categorized as other operating expenses, witnessed a notable rise of 75.3%. Consequently, the industry's operating profit saw a faster growth rate of 32.1% compared to sales. The operating profit margin expanded by 224 basis points, reaching 34.3%.

Over the long term, the outlook for construction sector is favourable supported by continued government spending on infrastructure. The Government has expanded the National Infrastructure Policy (NIP) during the Budget to 7,400 projects from 6,835 projects and announced plans for the National Monetization Pipeline and Development Finance Institution (DFI) to improve the financing of infrastructure projects. The NIP covers various sectors and regions indicating that it is relying on an 'infrastructure creation' led revival of the country's economy. The NIP covering rural and urban infrastructure entailed investments to the tune of Rs.11,10,000 thousand lakhs will be undertaken by the central government, state governments and the private sector during FY20-25.

Road construction in India is expected to grow with new funding mechanisms by NHAI, such as ToT (Toll Operate Transfer) and InvITs (Infrastructure Investment Trust) and interest from international funds (both for equity as well as debt).

This has the potential for catapulting India to the third largest construction market globally. The sector is expected to contribute 15% to the Indian economy by 2030. The recent policy reforms such as the Real Estate Act, GST and REITs are steps to reduce approval delays and are only going to strengthen the real estate and construction sector.

Peer Benchmarking

Benchmarking Based on Operational Parameters

Key Construction Peers

Following key construction peers have been considered for peer benchmarking of Garuda Construction and Engineering Ltd:

Name of the Company	Business Overview
Garuda Construction and Engineering Limited	Garuda Construction and Engineering Pvt Ltd. is a construction and engineering company based in Mumbai. They are involved in various aspects of construction, including infrastructure development, residential and commercial buildings, and civil engineering projects.
PSP Projects Limited	PSP Projects Limited is a construction and contracting company that provides services in various sectors including industrial, institutional, residential, and government projects. The company is involved in civil construction, infrastructure development, and other related activities.
Capacite Infraprojects Limited	Capacite Infraprojects Ltd. is a construction company providing project design, construction and management services to leading real-estate and government bodies. The company's area of focus is high-rise and super-high-rise construction projects, retail & commercial, gated community, healthcare & factories and others.
Vascon Engineers Limited	Vascon Engineers Limited is an established construction company in India. The company has a presence across multiple sectors, including residential, industrial, IT parks, malls and multiplexes, hospitality and community welfare centres, schools and hospitals.
Ahluwalia Contracts (India) Limited	Ahluwalia Contracts (India) Limited has been present in the civil construction industry for more than 40 years. Company has experience in working on residential, commercial, institutional, corporate offices, power plants, hospitals, hotels, IT parks, Metro stations and depots, and automated

Name of the Company	Business Overview
B.L.Kashyap and Sons Limited	car parking lots for Government as well as private clients. B. L. Kashyap and Sons Limited is another prominent Indian construction and infrastructure development company. They have a strong track record in building various projects, including residential, commercial, and infrastructure.

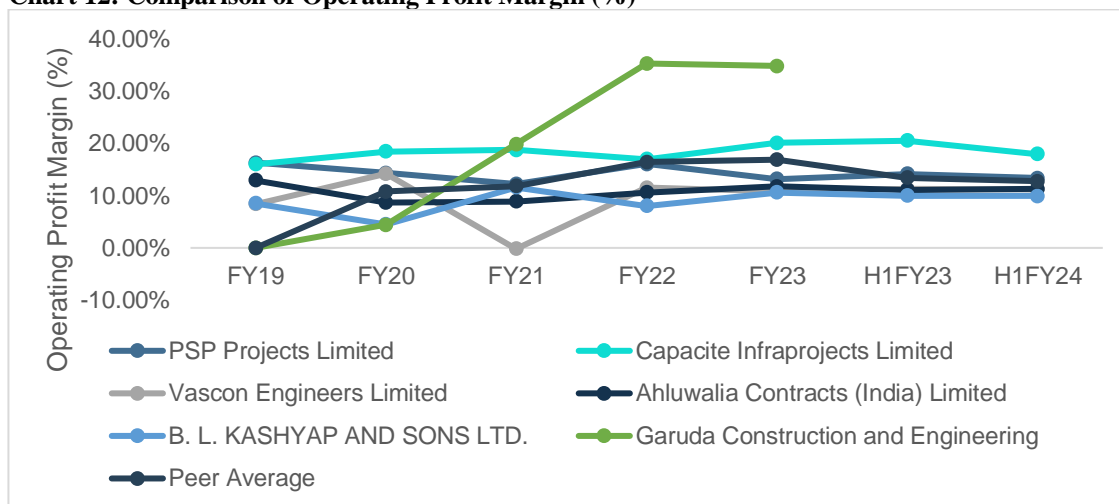
Benchmarking Based on Financial Parameters

The peer benchmarking of Garuda Construction and Engineering with its peers set has been done on profitability, liquidity and leverage parameters.

Profitability Parameters

1. Operating Profit Margin (%)

Chart 12: Comparison of Operating Profit Margin (%)



Source: Company Reports, xxxxxxxx

Note:

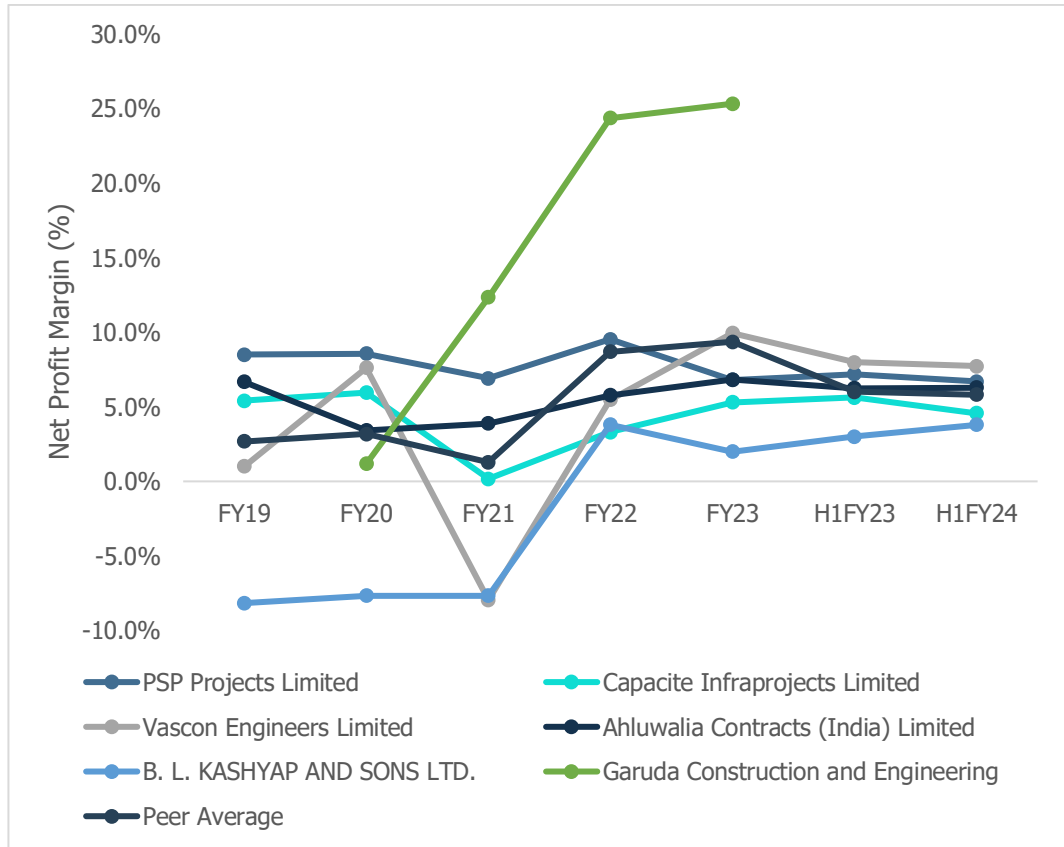
- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

For FY23, the operating profit margin of construction peers has been in the range of 11%-35%, the highest being of the Garuda Construction and Engineering. The operating margins of PSP Projects Ltd and Vascon Engineers Ltd declined in FY21 due to impact of Covid-19 on hospitality and construction businesses.

Garuda Construction and Engineering's operating margin was around 4% in FY20, however it improved significantly in FY21 to 20% which further went to 35% in FY22. Garuda Construction and Engineering's average operating margin for last 3 years was around 30% which is higher than the average margin of peers.

2. Net Profit Margin %

Chart 13: Comparison of Net Profit Margin (%)



Source: Company Reports, xxxxxxxx

Note:

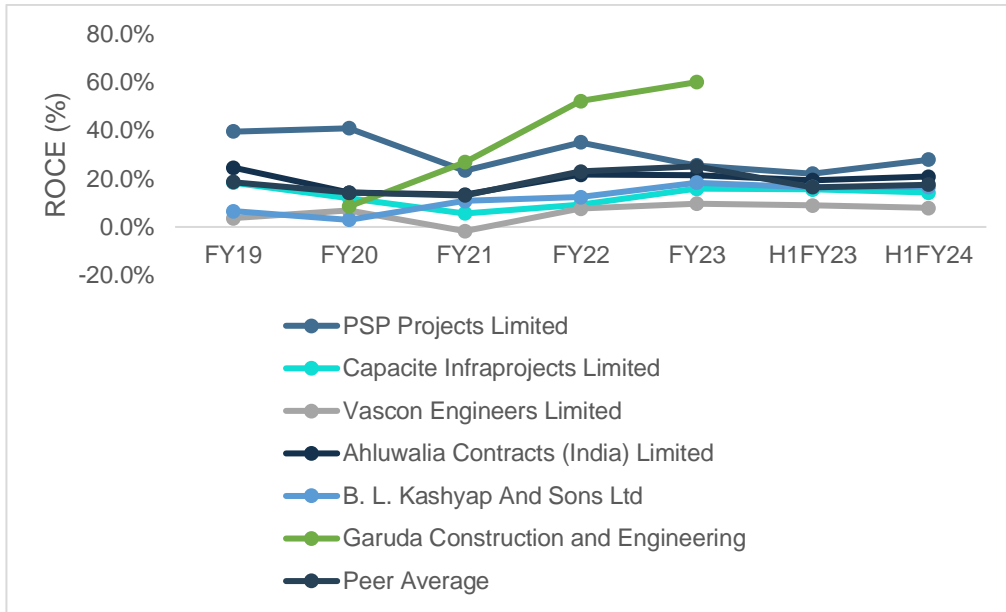
- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

The net profit margin of all peers, was significantly impacted in FY21 on account of Covid-19. However, it has recovered from thereon as the construction businesses have recovered from the impact of the pandemic. The average net profit margin of all peer sets crossed the pre-pandemic levels in FY23.

Garuda Construction and Engineering’s net profit margin improved significantly in 2021. In FY23, the net profit margin was 25.34% vs. net profit margin of its peers which were 6.81%, 5.30%, 9.94%, 6.83%, and 1.99% for PSP Projects Limited, Capacite Infraprojects Limited, Vascon Engineers Limited, Ahluwalia Contracts (India) Limited, and B. L. Kashyap And Sons Ltd, respectively.

3. Return on Capital Employed (%)

Chart 14: Comparison of Capital Employed (%)



Source: Company Reports, xxxxxxx

Note:

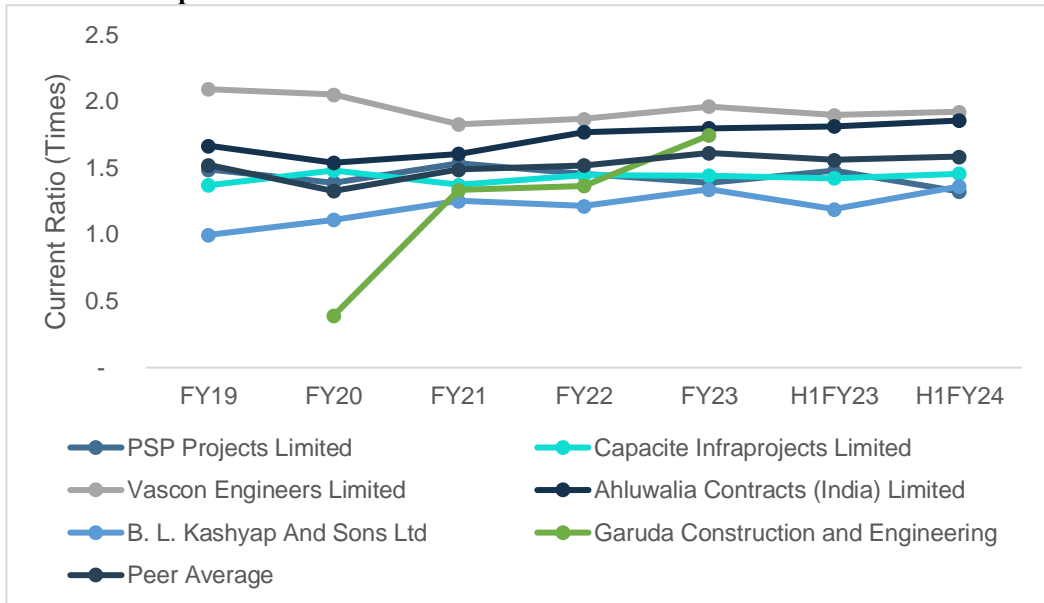
- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

ROCE of some players has also improved significantly during post covid period. During FY23, the ROCE of Garuda Construction and Engineering's was 60%, highest in the past four years. The industry average was just around 25% for the same period.

Liquidity Parameter

4. Current Ratio

Chart 15: Comparison of Current Ratio



Source: Company Reports, xxxxxxx

Note:

- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

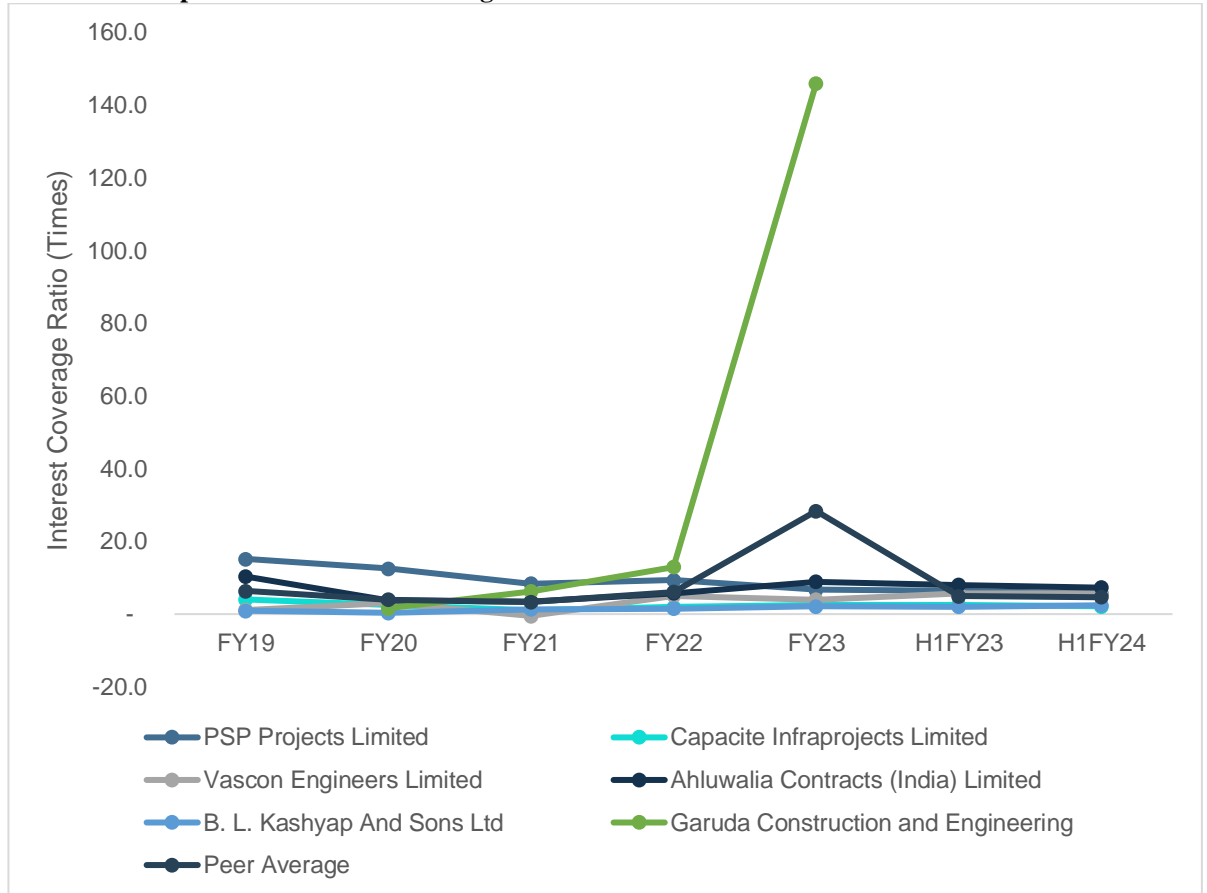
The past five years' average current ratio for construction has been around 1.5x. Garuda Construction

and Engineering's current ratio was above average in FY23 at 1.74x. Important to note that the ratio was mere 0.4x in FY20, when the industry average was 1.30x.

Leverage Parameters

5. Interest Coverage Ratio

Chart 16: Comparison of Interest Coverage Ratio



Source: Company Reports, xxxxxxx

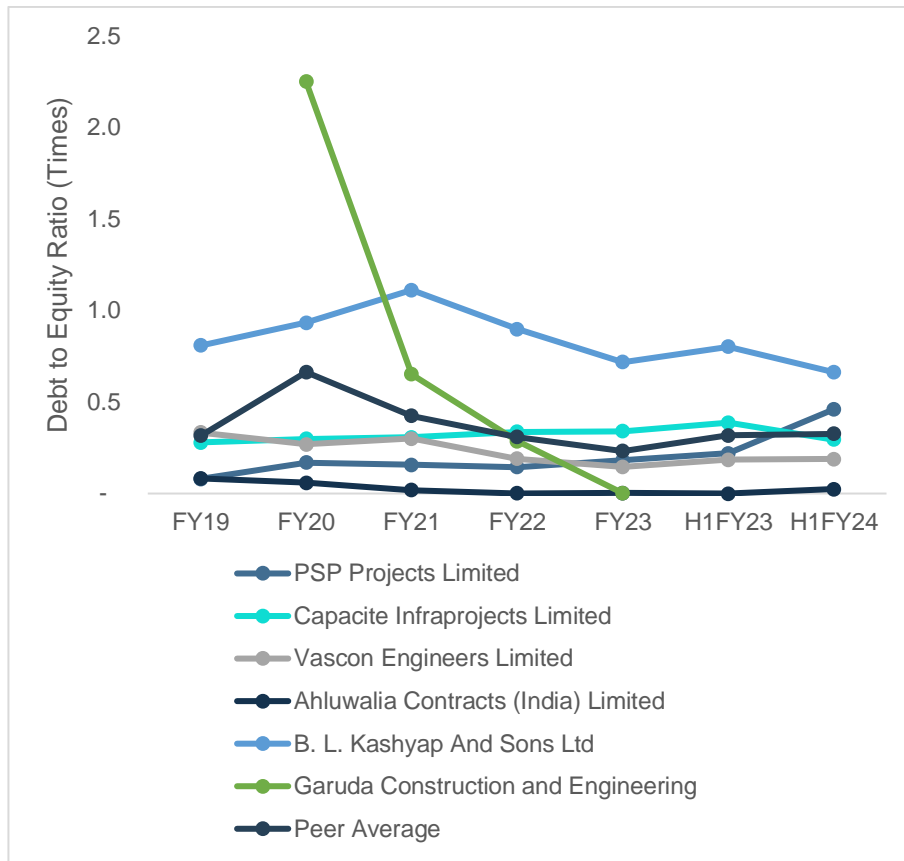
Note:

- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

The average interest coverage ratio of all peers has demonstrated similar trend as the profitability ratios. After being impacted significantly in FY21, it has witnessed recovery over FY22 and FY23. With significant increase in earnings and simultaneously repayment of debt, Garuda Construction and Engineering's interest coverage ratio has increased exponentially to 146x in FY23.

6. Debt Equity Ratio

Chart 17: Comparison of Debt Equity Ratio



Source: Company Reports, xxxxxx

Note:

- Consolidated financials have been considered
- Half yearly financial data for Garuda is not available

The average debt to equity ratio of construction peers was 0.32x, 0.66x, 0.42x, 0.31x and 0.23x respectively during FY19-FY23. Garuda Construction and Engineering's debt equity ratio came down gradually, as it became virtually debt-free.

OUR BUSINESS

*Some of the information in this section including information with respect to our plans and strategies, contains forward-looking statements that involve risks and uncertainties. You should read the section “**Forward-Looking Statements**” on page 21 for a discussion of the risks and uncertainties related to those statements and the section “**Risk Factors**” beginning on page 34 for a discussion of certain risks that may affect our business, financial condition or results of operations and “**Restated Financial Information**” and “**Management’s Discussion and Analysis of Financial Condition and Results of Operations**” on pages 220 and 272, respectively, for a discussion of certain factors that may affect our business, financial condition or results of operations. Our actual results may differ materially from those expressed in, or implied by, these forward-looking statements. Unless the context otherwise requires references to “we”, “us” or “our” and our “Company” refers to our Company, i.e. ‘Garuda Construction and Engineering Limited’ on a standalone basis.*

*For further information relating to various defined terms used in our business and operations, see “**Definitions and Abbreviations**” on page 1. Our Financial Year or Fiscal ends on March 31 of each year, and references to a particular Financial Year or Fiscal are to the twelve-month period ended March 31 of that year. Unless otherwise stated or the context otherwise requires, the financial information as of and for the four months ended July, 2023, and as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 included in this section has been derived from the “**Restated Financial Information**” included in this Draft Red Herring Prospectus on page 220. We have also included various operational and financial performance indicators in this Draft Red Herring Prospectus, some of which have not been derived from the Restated Financial Information. The manner of calculation and presentation of some of the operational and financial performance indicators, and the assumptions and estimates used in such calculations, may vary from that used by other companies in India and other jurisdictions.*

*Unless otherwise indicated, the industry and market data contained in this Draft Red Herring Prospectus is derived from the Care Edge Report, which has been prepared exclusively for the purpose of understanding the industry in connection with the Issue and commissioned and paid for by our Company. The Care Edge Report will be available on the website of our Company at the following web-link: www.garudaconstructionengineering.com from the date of filing this Draft Red Herring Prospectus until the Bid / Offer Closing Date. For more information, see “**Risk Factors—Internal risk factors – This Draft Red Herring Prospectus contains information from industry sources including the industry report commissioned by the Company from CARE Advisory Research & Training Limited (“CareEdge”), who was appointed by our Company on 11th October 2023. CareEdge is not connected to our Company, our Directors or our Promoters and reliance on such information for making an investment decision in the Offer is subject to certain inherent risks**” on page 60. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CareEdge Report and included herein with respect to any particular year, refers to such information for the relevant calendar year.*

*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. 34, 220 and 272 respectively, of this Draft Red Herring Prospectus.*

OVERVIEW

Our Company, is a growing civil construction company with growth in revenue from operations of ₹ 3642.70 lakhs for the four-month period ended July 31, 2023, ₹ 16068.76 lakhs, ₹ 7702.08 lakhs, and ₹ 7195.52 lakhs or Fiscal 2023, Fiscal 2022, and Fiscal 2021, respectively. We provide end-to-end civil construction for residential, commercial, residential cum commercial, infrastructure and industrial projects and additional services for infrastructure and also hospitality projects, Wherein, civil construction includes construction of residential, hospitality, industrial, infrastructural and commercial buildings, construction of concrete building structures and composite steel structures which are required for the civil construction. Further, we are also involved in sector pertaining to civil construction cum services. The construction of concrete building structures and composite steel structures are procured by us from underlying sub-contractors as per specified designs which may be mandated by overlying developers or by our own engineering teams. Further, we also provide services such as operations and maintenance services (“**O&M**”) and Mechanical, Electrical and Plumbing (“**MEP**”) services and finishing

works as a part of our construction services. Hence, all-in-all we offer complete construction services under our banner.

Though historically we have been an in-house construction company for our group related entities, where our group entities and corporate Promoters bid for third party civil construction contracts (*private sector as well as where Government entities have a requirement where the bidding is as per publicly available tender documents and the Governments tendering process in certain cases*), we are directly venturing into contracts with unrelated third parties and we are taking on a larger role of a residential developer as is evidenced by to contracts in our order book, namely residential cum commercial contract with Balaji construction company for the project 'Trinity Oasis' dated March 20, 2019 and work order for construction of residential building dated September 4, 2023 in Amritsar by our promoter being a developer, for more details see the section on our "Ongoing Contracts".

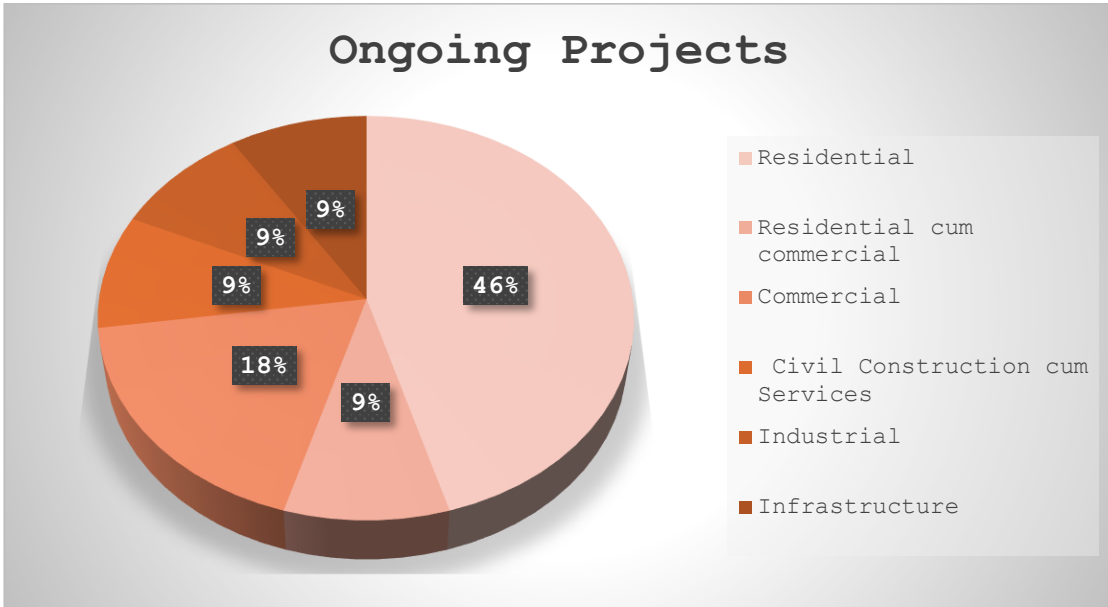
Our Company was incorporated as "Garuda Construction and Engineering Private Limited" on September 21, 2010, as a private limited company, in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a Certificate of Incorporation dated September 21, 2010. Our aim is to increase our execution capabilities in terms of the size and number of civil construction projects across various sectors, namely, residential, residential cum commercial, infrastructure, commercial and industrial. We also aim to procure larger contracts with other developers outside our group entities and expand our client base. Along with our growing civil construction base, we intend to take on larger roles in the capacity of developers and we intend to commence such development mandates in due course. We started the civil construction work in hospitality sector with Golden Chariot Vasai Hotel & Spa in the year 2010. The initial objective was to be an in-house construction company. However, with increased exposure and work experience in the construction sector we are desirous of expanding our business. For instance, in 2014, we completed construction of the Golden Chariot Vasai Hotel & Spa; in 2015, we renewed and refurbished Golden Chariot, the Boutique Hotel, these were construction contracts with our promoter namely PK Hospitality Services Private Limited. In the year 2017, we commenced the civil construction of residential buildings in the Mumbai Metropolitan Region ("MMR") near the Riwali park, Kandivali, dated June 30, 2017. In 2021, we concluded civil construction of the Delhi Police Headquarters, for the concessionaire, which is one of our marquee projects, which involved construction of twin towers of seventeen (17) storeys each, with a complete glass façade and steel bridge connecting the two towers. We are currently engaged in civil construction of five (5) residential projects, two (2) commercial projects, one (1) residential cum commercial, one (1) industrial project, one (1) infrastructure and one (1) civil construction cum services. As on the date of filling Draft Red Herring Prospectus, our order book aggregates to ₹ 135359.44 lakhs.

Key Highlights of Completed Projects:

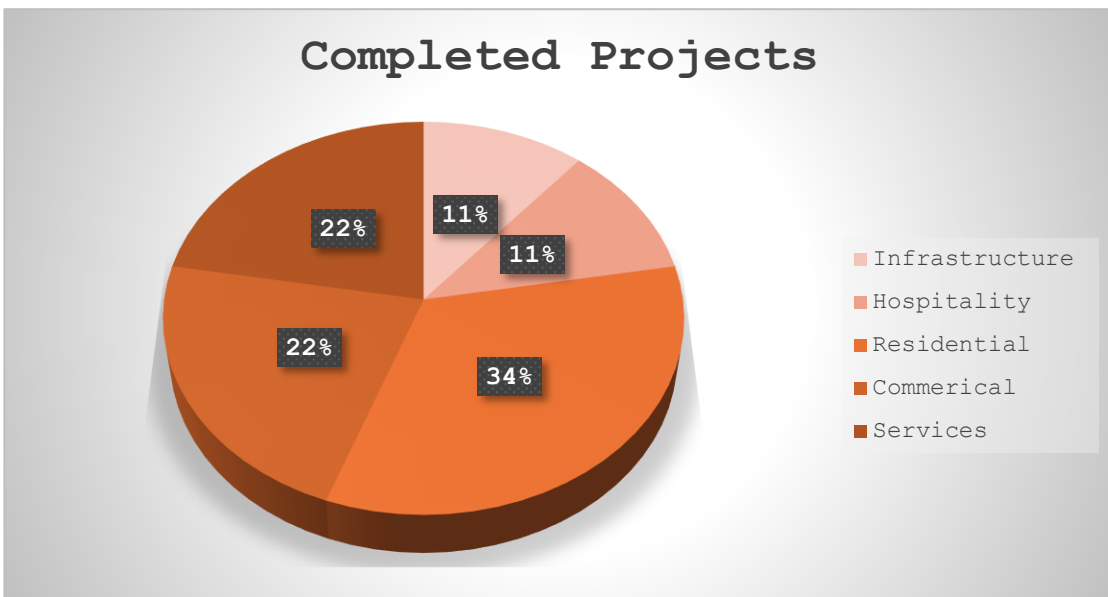
Our order book consist of 11 ongoing projects, of which below mentioned 7 projects are having a contract value of more than 10,000 lakhs each:-

- Construction contract of project 'Trinity Oasis' dated March 25, 2019 in Maharashtra for the amount aggregating Rs. 10,800.00 lakhs
- Complete finishing works along with miscellaneous construction and beautification work of the residential project 'Garuda Zenith' later 'Garuda Shatrunjay' in Maharashtra for the amount aggregating to 16,798.00 lakhs.
- Construction contract for slum rehabilitation project in Maharashtra dated August 08, 2022 for the amount aggregating to Rs. 25,614.30 lakhs.
- Construction development and completion of the project 'Options world' in Maharashtra dated May 18, 2023 for the amount aggregating Rs. 17,250.00 lakhs.
- Construction of residential building in Punjab dated September 04, 2023 for the amount aggregating to Rs. 13,002.63 lakhs.
- Construction work with Halaipani Hydro Power Private Limited dated August 29, 2023 for the amount aggregating to Rs. 10,650.27 lakhs.
- Construction and development of residential project by M/s Aadi developers dated January 22, 2024 for the amount aggregating to Rs. 25,000.00 lakhs.

Following is the depiction of civil construction and construction cum services work bifurcation for the ongoing projects:



Following is the depiction of civil construction and services work for completed projects:



We are growing in a planned, holistic and responsible manner and our Company has received the following accreditations:

Calendar Year	Particulars
2021	Accredited with ISO 45001: 2018 for Occupational Health and Safety by AQSR
2021	Accredited with ISO 14001: 2015 for Environment Management System by AQSR
2021	Accredited with ISO 9001: 2015 for Quality Management System by AQSR

We are not developers or main concessionaires under government contracts or private constructions, and our contracts are with the overlying developers and concessionaires for completion of construction works. We

concentrate specifically on undertaking construction of buildings, without engaging in any other activities such as land development or infrastructure development. Except for the Memorandum of Understanding (MOU) dated January 22, 2024, wherein we have taken on the role of a joint developer. Mostly, our contracts are in the nature of EPC contracts and have standard contractual risks associated with the, for more details see chapter "**Risk Factor**" on page no. 34 of this Draft Red Herring Prospectus. In several of our projects we are heavily dependent on our holding company and Promoter i.e., PKH Ventures Limited, and Makindian who bid on a competitive basis for government and private sector contracts of third parties either singly or in consortium with other entities. Upon our Promoter being selected as a concessionaire or the main contractor in these projects, we enter into construction contracts mostly on an EPC basis with our Promoter and this is the major source of our construction business. The business model of our Company in relation to our group entities and promoter related entities is that of our Group entities and bidding for third party contracts as per the bidding process as and where applicable or procuring third party civil construction contracts, where we are appointed as a contractor under an EPC contract basis. For more details of our relationship with our promoter related entities see the chapter "**Risk Factor**" on page no. 34 of this Draft Red Herring Prospectus.

Our revenue model under these contracts is based on clearing of running bills by our employer and release of retention money and we procure work and such contracts by virtue of our reputation and vide our sales and business development teams and from our Promoter and group Companies. Except for three contracts where we are taking on a larger role of a residential developer as is evidenced by three contracts in our order book, namely residential cum commercial contract with Balaji construction company for the project 'Trinity Oasis' dated March 20, 2019, work order for construction of residential building dated September 4, 2023 in Amritsar by our promoter (developer) and Memorandum of Understanding dated April 22, 2024, where the consideration is not on a running bills basis but we have been allotted a certain number of residential units for further sale. for more details see the section on our "Ongoing Contracts".

Further, the following projects (ongoing and completed) have been done by us for our group companies and Promoter:

Completed Project List with related party:

Sr. No.	Description of the Project	Name of the Entity	Nature of Project	Year of Completion	Contract Value
1.	Golden Chariot Vasai Hotel & Spa, MMR	PK Hospitality Services Private Limited (promoter)	Civil Construction Hospitality	2015	2,810.00
2.	Renovation and Refurbishment of the building from commercial premises to a hotel Golden Chariot, the Boutique Hotel at Andheri (East), Mumbai	PK Hospitality Services Private Limited (promoter)	Services	2015	582.00

Ongoing List with related party:

Sr. No.	Description of the Project	Name of the entity	Nature of Project	Year of project allotment	Contract Value
1.	Garuda Urban Remedies Limited	Group entity	Construction, development and completion of project	2023	3,638.71

Sr. No.	Description of the Project	Name of the entity	Nature of Project	Year of project allotment	Contract Value
2.	Shree Umiya Builders & Developers	Related Party	EPC contract for the residential project "Garuda Shatrunjay"	2018	5,748.00
3.	Shree Umiya Builders & Developers	Related Party	Work Order for finishing work along with construction of Miscellaneous Structures and beautification work of temple dated February 28, 2022.	2022	16,798.53
4.	Makindian Township Private Limited	Promoter	Construction of proposed residential building at Amritsar	2023	13,002.63
5.	Halaipani Project Limited	Hydro Private Promoter Group Entity	Construction work shall include civil work, barrage structure, intake cum feeder channel, desilting basin, power channel, forebay and spillway, penstock and anchor blocks and electro mechanical work, etc.	2023	10,650.27

Related Party Order Book Revenue Break-Up

As a percentage of completed projects since inception, our related party orders are 6.2 % of our order book as on filing of this Draft Red Herring Prospectus.

Further, related party work orders for ongoing projects comprise 36.82 % of our order book as on filing of this Draft Red Herring Prospectus.

Non-Related Party Order Book Revenue Break-Up

As a percentage of completed projects since inception, our non-related party orders are 93.80 % of our order book as on filing of this Draft Red Herring Prospectus.

Further, non-related party work orders for ongoing projects comprise 63.18 % of our order book as on filing of this Draft Red Herring Prospectus.

Our Managing Director, Promoter and Chairman, Pravin Kumar Brijendra Kumar Agarwal, has over two (2) decades of experience in various businesses, such as construction & development, hospitality and management services. He is involved in the strategic decision making of our Company and oversees our Company's business activities. For further details, please see "*Our Management*" on page 188 of this Draft Red Herring Prospectus.

As per the Restated Financial Statements, the Company's revenue from operations has grown from ₹ 7195.52 in

Fiscal 2021 to ₹ 16068.76 lakhs in Fiscal 2023, at a Compound Annual Growth Rate (“CAGR”) of 49%, and the Company's profit after tax has increased from ₹ 927.78 lakhs in Fiscal 2021 to ₹ 4079.53 lakhs in Fiscal 2023, at a CAGR of 110 %. Our Company's revenue from operations was ₹ 3642.07 lakhs for the four months period ended July 31, 2023 and our Company's Profit After Tax for the four-month period ended July 31, 2023 was ₹ 862.12 lakhs.

During the Financial year 2022-23, our Company's operating margin was in the range of 34.5% - 35.5%, which is higher than the average margin of the peers of our Company. During Fiscal 2023, the ROCE of our Company was 60.10%, which has been the highest in the past four years and also highest amongst its peers, which were at average of 18.2%.

(Source: CareEdge Report)

OUR STRENGTHS:

1. *Exclusive and focused business approach.*

The primary focus of our Company is civil construction of residential and commercial buildings and now we are venturing into industrial, infrastructural projects as well. This focused business approach has enabled us to build a team of people with the right knowledge of relevant domain, skill and experience. We have sought to establish systems and processes that are aligned with specific requirements of our business operations, which has led to development of our core competence and technical expertise in the industry.

Our capabilities in the civil construction business augments our positioning in the industry as a Company focused on providing a full spectrum of construction services. We concentrate specifically on undertaking construction of buildings, without engaging in any other activities such as land development or infrastructure development, though in an expanded role we have entered into a Memorandum of understanding for construction and development of residential property M/s Aadi Developers dated January 22, 2024, where our role is of a joint developer and it has not commenced as of now for more details see the chapter "**Risk Factor**" on page no. 34 of this Draft Red Herring Prospectus. Similarly, we have entered into agreements with our Promoter Makindian Township Private Limited dated September 04, 2023 and Balaji Construction Company dated March 20, 2019 where we will experience the role of a developer. Our concentrated focus on construction of buildings has enabled us to grow our order book leading to a high degree of specialization in this business, which has helped us in increasing our operating revenues and profits from operations.

2. *Established and proven track record*

We have established a track record of successfully executing a diverse mix of construction projects i.e., residential, hospitality and commercial projects. For instance, we constructed the Golden Chariot Vasai Hotel & Spa and renovation and refurbished Golden Chariot, the Boutique Hotel in the hospitality sector in the year 2015.

In the year 2017, We started undertaking civil construction works contracts of residential buildings in the MMR and have successfully executed 2 such projects. From 2010 to 2017 our projects comprised mainly of civil construction and work in additional services sector in the geographical areas of MMR, Karnataka and Tamil Nadu. Further, we completed the construction of the Delhi Police Headquarters for the appointed concessionaire i.e., Unity Building Assets Private Limited on EPC turnkey basis on in April, 2021, a construction project in the commercial sector. This track record has given us the necessary impetus to build, own and operate our own projects in the construction industry. Having established ourselves as an in-house construction company mainly dealing in promoter linked entities and group companies, we now procure work orders and construction contracts outside our group wide word of mouth and our reputation.

3. *Strong project management capacity and execution capabilities*

Our goal is to use our project management and execution capabilities to accomplish our projects on schedule while keeping high construction quality.

Over the years, we have procured a fleet of construction equipment to ensure high quality and timely execution of our projects. However, keeping in mind our objective of being an asset light company, for most of our construction equipment, the deployment of construction equipment is done vide third party vendors, which keeps our asset model light for project execution, thereby allowing us to maintain cost control and minimize disruptions due to non-availability or machinery breakdown.

Our Company places great emphasis on executing each project in strict compliance with the work description outlined in the contracts, while adhering to our high standards of construction quality. We achieve this by utilizing the expertise of our in-house engineering and design team, which possesses extensive knowledge and experience in various aspects of construction, including civil construction, electrical and mechanical work. Our team helps prepare detailed architectural and/or structural designs tailored to the specific requirements of our clients, thereby reducing our reliance on third-party consultants.

To ensure that our construction activities meet the required standards and comply with contractual obligations, we have designated quality system managers responsible for conducting regular inspections and tests at each project site.

4. **Strong financial performance and healthy balance sheet**

We always continue to evaluate the manner in which we can grow our business. Below are certain key financial metrics for the four-month period ended July 31, 2023, and for the Financial Years ended March 31, 2023; March 31, 2022; and March 31, 2021, based on our Restated Financial Information:

(₹ in lakhs except percentages and ratios)

Particulars	For the four-month period ended July 31, 2023	For the Financial Year ended March 31, 2023	For the Financial Year ended March 31, 2022	For the Financial Year ended March 31, 2021
Revenue from Operations	3642.07	16068.76	7702.08	7195.52
EBITDA(1)	1166.13	5599.17	2716.85	1491.44
EBITDA Margin (in %)(2)	32.02	34.85	35.27	20.73
Profit after tax and non-controlling interest	862.12	4079.53	1878.22	927.78
PAT Margin (in %)(3)	23.67	25.39	24.39	12.89
Networth	9123.3	8261.18	4179.04	2300.99
Debt/Equity(6)	-	-	0.29	0.65
ROCE (in %)(5)	13.23	81.22	58.52	43.21
ROE (in %)(4)	9.92	65.59	57.97	50.50

Notes:

- EBITDA is calculated as profit before finance costs, depreciation/amortisation, share in profit of investment accounted for using equity method, exceptional items and tax.
- EBITDA Margin is calculated as EBITDA divided by net revenue from operations (i.e., revenue from operations less excise duty).
- PAT Margin is calculated as restated profit for the year/period divided by net revenue from operations (i.e., revenue from operations less excise duty).
- ROE is calculated as restated profit after tax for the year/period divided by total equity.
- ROCE is calculated as EBITDA less depreciation and amortization divided by capital employed (total equity plus non-current borrowings).
- Net Debt/ Equity is calculated as non-current borrowings plus current borrowings less cash and cash equivalents divided by total equity.

With increase in profits and simultaneously repaying debt our interest coverage ratio has increased exponentially to 146x in the Financial Year 2023. Our debt equity ratio came down gradually as it became virtually debt free while the industry average ranges from 0.23 x to 0.66 x during FY19-FY23.

Source: CareEdge Report

We believe that the financial performance displayed by our Company over the past few years provides us with a foundation to undertake larger projects in the future.

5. ***Visible growth through increasing order book***

In the construction industry, an order book is considered as one of the key indicators of future performance as it represents a portion of anticipated future revenue and provides a brief list of projects undertaken and to be undertaken by the Company. Maintaining an order book helps our Company to evaluate and improve on the quality of projects undertaken by us. We aim to undertake projects with potentially higher margins and/or select projects that help us to enhance our reputation, market penetration and perception. The quality of our construction and the established relationships with our clients, has enabled us to build our order book.

As on the date of filing Draft Red Herring Prospectus, the value of the projects in our order book amounted to a total of ₹ 1,44,554.94 lakhs. With projects spread across the MMR, Arunachal Pradesh, Karnataka, Rajasthan and Punjab, we believe that the increasing number of construction work and projects help us maintain the momentum of our growth and enhanced reputation.

6. ***Experienced Promoter, Directors & Management Team***

Pravin Kumar Agarwal, the Promoter, Managing Director and Chairman of our Company, has over two (2) decades of experience in various businesses, such as construction, hospitality and management services. He is currently responsible for the overall management of the affairs of our Company including devising investment strategies, developing industry networks for overall development of the business of our Company. Further, our Whole Time Director Mohit Kapoor is a Civil Engineer and brings with him over 2 years of experience in the construction industry. He was co-ordinating the construction work in the Delhi Police Headquarters project.

The combined strength of our Promoter, Whole- Time director, Key Managerial Personnel, provides access in securing new work orders, executing projects, and expanding our business. Our management team is well qualified and experienced and has been responsible for the growth of our business and operations. We believe that our motivated team of management and key managerial personnel along with our internal systems and processes complement each other to enable us deliver high levels of client satisfaction. We believe the strength and entrepreneurial vision of our Promoter and management has been instrumental in driving our growth and implementing our strategies. We will continue to leverage on the experience of our management team and their understanding of the Construction activities, more particularly in the areas where we operate and propose to operate, to take advantage of current and future market opportunities. This experience enables us to anticipate real estate trends, identify and develop projects in micro-markets with growing demand, and develop projects that address and attract evolving customer preferences. For details on the qualifications and experience of our senior management team, please refer to section titled “***Our Management***” beginning on page 188 of this Draft Red Herring Prospectus.

OUR STRATEGIES:

1. ***Thrust into the Construction and Development segment***

We are in the process of expanding our presence in the civil construction sector by expanding into development aspects as well. We believe that we can use the expertise and knowledge gained in the construction industry in our proposed thrust into the development aspects of the same. Further, we believe that our reputation would aid us in the development and marketing of residential and commercial projects.

We have entered into the residential development space to jointly developing a redevelopment project with another developer at Dadar-Matunga in Central Mumbai under the Development Control Regulations (“**DCR**”), including Regulation 33(7) (“**Mumbai Redevelopment Project**”). The area of the land to be developed is 993.31 sq. mtrs with FSI of more than 3. As per the joint development agreement with the developer, we must pay ₹1,000 lakhs to the developer over a period of 36 months. We have taken the entire responsibility of implementing and executing the project, including the rehab component and the sale

component. The development of this project, *inter alia*, includes payment of arrears of rent to the landowner/trust and tenants; liaisoning with MHADA, MCGM, MOEFCC and other government authorities for approvals; appoint architects, consultants and other professionals for the project and allot and sell the sale component premises. We are yet to commence this project. Once this project is completed, we will be entitled to sell the balance sale component of the Mumbai Redevelopment Project, which is estimated to be around 18,000 sq. ft. Similarly, we have entered into other agreements for residential development with our Promoter Makindian Township Private Limited dated September 04, 2023 and Balaji Construction Company dated March 20, 2019 and all these projects are at the stage of pending receipt of commencement certificates.

2. *Increase our focus on and execute greater number of projects on a lock-and-key basis*

We term our projects, where we undertake building construction services, including MEP, finishing and interior services as “lock-and-key” projects. We have one lock-and-key project, where we are involved in all stages of construction of a building, from the foundation to the warm shell to the MEP, finishing and interiors. Provision of MEP, finishing and interior services are cost effective for our projects as they allow us to spread our indirect costs. These cost efficiencies allow us to unlock greater revenues from each project and, therefore, the provision of such services, especially in lock-and-key projects, represent a significant value potential for us. We intend to seek a greater number of such lock-and-key projects, including contracts which we bid for in the near future and projects from our existing clientele. Though services as a component form a negligible component of our revenues from construction as on date, we perceive this as a growth area with higher profit margins and our endeavor is to provide more wholesome civil construction projects with lock and key, MEP and O&M services built into our scope.

3. *Continue focusing on timely completion:*

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 designs, engineering and project management tools to increase productivity and maximize asset utilization in construction activities. We intend to continue to offer high quality engineering solutions to our clients to improve our ability to execute our projects with quality and efficiency.

4. *Continue to maintain an asset light model for our business operations*

We believe in maintaining an asset light model for our civil construction business and rely mostly on third party subcontractors for equipment, material and labour. Since the location of our Projects are in different geographies, like MMR, Punjab, Karnataka, New Delhi, Tamil Nadu, Rajasthan and Arunachal Pradesh, it is difficult and unviable to mobilise heavy equipment and machinery from one place to another for execution of projects at such diverse locations. In addition to the difficulty in mobilisation of equipment and machinery, a large amount of capital is required to acquire construction equipment and machinery, which can otherwise be effectively and more profitably deployed. Though we have purchased certain machinery, which is project specific and deployed on sites, the bulk of our machinery is procured from third party vendors on a rental basis and we intend to continue this approach. Deployment of equipment and labour through third party contractors at these locations help us reduce fixed costs, make execution of construction projects cost efficient and increase margins. We intend to continue this asset light model in our business.

5. *Expand our geographical footprint*

We intend to expand our geographical footprint and grow our business throughout the Country. Initially, our projects were concentrated in the MMR region. Through an increasingly diversified portfolio, we have broadened our clientele base and hedge against risks in specific areas or projects and protect ourselves from fluctuations, resulting from business concentrations in limited geographical areas. Our construction activities now span across regions such as New Delhi, Rajasthan, Karnataka, Tamil Nadu, Amritsar, and Arunachal Pradesh.



- Ongoing- Rajasthan:1, Punjab:1, Arunachal Pradesh:1, MMR:8,
- Completed- Completed: MMR:5, Karnataka:1, Delhi: 2, Tamil Nadu:1

We believe that geographical diversification of our projects will reduce our reliance on any particular state and allow us to capitalize on opportunities in different states across the country. Further, we believe that as our Company's existing clientele continues to expand their geographical reach, our relationships will provide us with opportunities to undertake projects for such clientele across the Country.

6. Expand our Construction activities across sectors

We intend to become a multidisciplinary construction company offering a diversified range of construction and allied services across various industries by constructing institutional, government, industrial and residential projects in India. We have experience of having completed projects in the hospitality and government sector. We intend to capitalise on this experience and expand our footprint in other sectors and industries as well in the future.

DETAILS OF OUR BUSINESS

LOCATION

Registered Office Address	201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra
----------------------------------	--

DETAILED DESCRIPTION OF OUR BUSINESS

Our Company, is a civil construction company with growth in revenue from operations of ₹ 3642.07 lakhs for the period ended July 31, 2023, ₹ 16068.76 lakhs, ₹ 7702.08 lakhs, and ₹ 7195.52 lakhs or Fiscal 2023, Fiscal 2022, and Fiscal 2021, respectively. We provide civil construction for residential, residential cum commercial, industrial, infrastructural and commercial buildings. Primarily, civil construction includes construction of residential, commercial buildings, residential cum commercial, industrial, hospitality and construction of concrete building structures and composite steel structures additionally we provide services including hospitality and infrastructural service. Our services also include O&M services and MEP services and finishing works as a part of our construction services.

Though historically we have been an in-house construction company for our group related entities, where our group entities and corporate Promoters bid for third party civil construction contracts (*private sector as well as where Government entities have a requirement where the bidding is as per publicly available tender documents and the Governments tendering process in certain cases*), we are directly venturing into contracts with unrelated third parties and we are taking on a larger role of a residential developer as is evidenced by to contracts in our order book. In several of our projects we are heavily dependent on our holding company and Promoter i.e., PKH Ventures Limited, and Makindian who bid on a competitive basis for government and private sector contracts of third parties either singly or in consortium with other entities. Upon our Promoter being selected as a concessionaire or the main contractor in these projects, we enter into construction contracts mostly on an EPC basis with our Promoter and this is the major source of our construction business. The business model of our Company in relation to our group entities and promoter related entities is that of our Group entities and bidding for third party contracts as per the bidding process as and where applicable or procuring third party civil construction contracts, where we are appointed as a contractor under an EPC contract basis.

Our Company was incorporated in 2010 primarily for the purpose of being an intra-group construction company. Our aim is to gradually increase our execution capabilities in terms of the size and number of Civil Construction projects across various sectors, namely, residential, residential cum commercial, infrastructural, industrial, commercial and hospitality. We also aim to procure larger contracts with other unrelated parties as developers and expand our client base. Along with our growing civil construction base, we intend to take on larger roles in the capacity of developers and we intend to commence such development mandates in due course.

We are currently engaged in civil construction of one (1) residential cum commercial, five (5) residential project, one (1) industrial project, one (1) infrastructural project, one (1) services cum commercial projects and two (2) commercial projects. As on the date of filling Draft Red Herring Prospectus, our order book aggregates to ₹ 1,35,359.44 lakhs.

We are growing in a planned, holistic and responsible manner and our Company has received several accreditations. We are not developers or main concessionaires under government contracts or private constructions, and our contracts are with the overlying developers and concessionaires for completion of construction works. We concentrate specifically on undertaking construction of buildings, without engaging in any other activities such as land development or infrastructure development. We intend to offer more O&M, MEP and lock and key nature of construction services as a part of our growth strategy. Except for agreements where we are involved in the role of a developer, namely our Promoter Makindian Township Private Limited dated September 04, 2023 and Balaji Construction Company dated March 20, 2019 (where our revenue model comprises of sale of residential units), our contracts are mostly in the nature of EPC contracts and have standard contractual risks associated with them, for more details see "**Risk Factor**" on page 34 of this Draft Red Herring Prospectus. Our revenue model under these contracts is based on clearing of running bills by our employer and release of retention money and we procure work and such contracts by virtue of our reputation and vide our sales and business development teams.

(The remainder of this page has intentionally been left blank)

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

I. Delhi Police Headquarters



II. Golden Chariot Hotel



III. Golden Chariot Hotel, Marol



IV. NHAI building, Dwarka



ORDER BOOK

Our Order Book as on the date of filing Draft Red Herring Prospectus, consists of estimated revenue from unexecuted or incomplete portions of our ongoing projects, i.e., the total contract value of such ongoing projects as reduced by the value of construction work unbilled until such date.

As on the date of filing Draft Red Herring Prospectus, we had a total Order Book of ₹ 135359.44 lakhs, for ongoing and ₹ 54687.06 lakhs completed projects.

Geographical distribution of projects

Although, we initially conducted most of our business operations and contracts in the MMR, we have since expanded our reach to include Punjab, Rajasthan, Arunachal Pradesh, Karnataka, Tamil Nadu and New Delhi. Our presence in these regions has allowed us to gain a larger customer base, as well as increase our reach and offerings for our current customers. This expansion has enabled us to serve a larger population and better meet the demands of our current customers, while also accessing the potential of new customers in peripheral areas. The presence of our business in these new locations has enabled us to create new opportunities and strengthen our position in the region.

The following table sets forth the breakdown of our Order Book as on the date of filing Draft Red Herring Prospectus by geographical areas:

Region	Number of contracts	Total contract value (₹ in lakhs)	Outstanding Order Book value (₹ in lakhs)	Percentage of total Order Book (%)
Completed				
MMR	05	6,280.64	N.A	11.48
New Delhi	02	44,800	N.A	82.36
Karnataka	01	2,418.84	N.A	4.42
Tamil Nadu	01	945.58	N.A	1.73
Total Completed Projects		54687.06		
Ongoing				
MMR	8	1,08,067.83	54,933.35	79.84
Arunachal Pradesh	01	10,650.27	10,650.27	7.87
Punjab	01	13,002.63	13,002.63	9.61
Rajasthan	01	3,638.71	3,410.71	2.69
Total Ongoing Projects		135359.44		

i. Key Civil Construction Works - Completed

Our Company has been executing various construction projects since 2010 and these include civil construction for residential, residential cum commercial, civil construction cum services, infrastructural, industrial,

hospitality & commercial buildings, additionally, Company provides additional services for Hospitality and infrastructural projects. We set out below details of all the key completed projects as on the date of filling Draft Red Herring Prospectus:

(₹ in lakhs)

Sr. No.	Name of Entity	Description of the Project	Sector	Year of Completion	Contract Value
1.	Al Fara'a Infra projects Pvt. Ltd.	Construction of road drainage work including machinery and services for Sindhanoor to Ginigera road project and services Gangavati in Karnataka	Civil Construction (Infrastructure)	September 01, 2015	2,418.84
2.	Al Fara'a Infra Projects Pvt. Ltd.	Removal of overburden soil and it's transportation in toll road, NH17 in the state of Tamil Nadu	Services	December 21, 2015	945.58
3.	PK Hospitality Services Private Limited	Golden Chariot Vasai Hotel & Spa, MMR Civil Construction	Civil Construction (Hospitality)	2015	2,810.00
4.	PK Hospitality Services Private Limited	Renovation and Refurbishment of the building from commercial premises to a Golden Chariot, the Boutique Hotel at Andheri (East), Mumbai	Services	2015 June 10, 2012	582.00
5.	Garuda Construction and Engineering Private Limited	Residential building - Riwali Park, Kandivali, Mumbai	Civil construction (Residential)	June 30, 2017	314.99
6.	Unity Infra Projects Limited	Finishing Contract of NHAI Headquarters, Delhi Civil Construction (Commercial)	Civil construction (Commercial)	September 25, 2018	242.00
7.	Unity Building Assets Private Limited	Construction of Delhi Police Headquarters	Civil construction (Commercial)	April 15, 2021	44,800.00
8.	Shiv Shivam Developers Private Limited (Sangam Group) at Mumbai	Finishing Works contract of a luxury residential project Sangam Veda at Andheri East, Mumbai	Civil construction (Residential)	2022	1,503.65
9.	Sangam Ananya Developers Private Limited	Construction contract of residential project Sangam Nero at Bandra East, Mumbai	Civil construction (Residential)	July 15, 2019	1,070

*As certified by M/s. Design Ethics, Architects, Project Consultants and Chartered Engineers, by way of their certificate dated January 29, 2024.

ii. Civil Construction Projects - Ongoing

We have entered into Civil Construction work contracts for construction of residential, industrial and commercial buildings. These projects are presently under construction and have different project completion dates.

The Civil Construction Order Book of our Company consists of contract value of unexecuted or uncompleted portions of the under-construction projects as reduced by the value of construction work billed as on the date of filling Draft Red Herring Prospectus.

The following table sets forth the break-up of our ongoing civil construction Order Book:

Sr. No.	Name of the Entity	Nature of Contract	Sector	Year of allotment	Area to be constructed (in sq. ft.)	Contract Value (excluding taxes) (₹ in lakhs)	Outstanding Order Value (₹ in lakhs)	Percentage (%) of Outstanding Total Order Value
1.	Balaji Construction Company	Construction contract of Trinity Oasis at Ghodbunder Road, Thane	Civil construction (Residential cum commercial)	March 20, 2019	4,00,000	10,800.00	10,800.00	9.12
2.	Shree Umiya Builders and Developers (Related party)	Construction contract for the residential project "Garuda Zenith" at Borivali West, Mumbai	Civil construction (Residential)	April 15, 2018	2,87,400	5,748.00	218.19	4.85
3.	Shree Umiya Builders and Developers (Related party)	Complete finishing works alongwith miscellaneous construction and beautification work of the residential project Garuda Zenith at Borivali West, Mumbai	Civil construction cum services	February 28, 2022	2,87,400	16,798.53	8,159.78	14.19
4.	Mumbai based Developer 1	Construction Contract for slum rehabilitation project at Borivali East, Mumbai	Civil construction (Residential)	August 08, 2022	4,91,800	25,614.30	25,614.30	21.63
5.	Mumbai Based Developer 2	Construction, development and completion of the project "Options	Civil construction (Commer	May 18, 2023	4,00,804.54	17,250.00	15,463.06	14.57

		World” at Santacruz West, Mumbai	cial)						
6.	Mumbai Based Developer 3	Construction of proposed office building at Bandra Kurla Complex, Mumbai	Civil construction (Commercial)	March 01, 2023	NA*	5,500.00	4,735.32		4.64
7.	Makindian Township Private Limited (Promoter)	Construction of proposed residential building at Amritsar	Civil construction (Residential)	September 04, 2023	3,68,869	13,002.63	13,002.63		10.98
8.	Halaipani Hydro Project Private Limited (Promoter Group Entity)	Construction work shall include civil work, barrage structure, intake cum feeder channel, desilting basin, power channel, forebay and spillway, penstock and anchor blocks and electro mechanical work, etc.	Civil construction (Infrastructure)	August 09, 2023	-	10,650.27	10,650.27		8.99
9.	Garuda Urban Remedies Limited	Agro-processing cluster EPC contract dated February 09, 2023 in Jalore, Rajasthan	Civil construction (Industrial)	February 09, 2023		3,638.71	3410.71		3.07
10.	M/s Aadi Developers	Finishing and Completion of Residential Building	Civil construction (Residential)	2024	1,10,900	1357.00	1357.00		1.15
11.	M/s Aadi Developers	Construction and Development of Residential Project	Civil construction (Residential)	2024	8,50,000	25000.00	25000.00		21.11
Total						1,35,359.44	1,18,411.26		

*being a materials contract based on the amount of materials used for the construction.

Brief about Civil Construction Projects - Ongoing

A. Ongoing Construction Projects

Our Company, plans to develop certain residential projects as a developer. Presently, except Joint Developer Agreement dated My 19, 2022 and agreement with DND reality LLP dated May 18, 2023 all the ongoing projects are at pending receipt of Commencement Certificate stage These projects are currently in the initial stages of planning and approvals from relevant government authorities is awaited. We will commence the

construction works for these projects once we receive necessary approvals from the relevant government authorities.

1. Mumbai based developer – SRA Project (Residential)

We have entered into a construction contract with a Mumbai based real estate developer for construction of a slum rehabilitation project ("**SRA Project**"). The project is located in Borivali East, Mumbai. It is a lumpsum construction contract for approximately 4,91,800 square feet which will also include finishing works. We have been mandated to complete this project by December 31, 2026.

2. Garuda Zenith (Residential)

Garuda Zenith is a redevelopment residential apartment building project being developed by Shree Umiya Builders & Developers, in the western suburb of Mumbai, Borivali West. The rehabilitation part of the project has been completed and the saleable building is under construction. The sale building has a total construction area of 2,87,400 sq. ft. This project is expected to be completed by December, 2025.

3. Celebration Apartments, Aamby Valley (Residential)

Celebration Apartments is a residential apartment complex of twelve (12) buildings being constructed by us and consisting of 72 luxurious fully furnished apartments with a total construction area of 55,750 sq. ft. This project is being constructed around the west lake area of Aamby Valley City near Lonavala. The scope of work includes construction of complete civil structure consisting of excavation, PCC, RCC, shuttering, brick work, plaster, sub frames etc, civil finishes consisting of plumbing, sanitary fitting, painting, false ceiling, railing etc., internal and external services, furniture and furnishing, external development and infra work to be completed by March, 2025.

4. Options World (Commercial)

On May 18, 2023, we entered into an agreement with DND Realty Limited Liability Partnership for construction, development and completion of the project "Options World" situated at Plot No. 16B (Part) of Town Planning Scheme, reflected as Plot D admeasuring 7,526.53 Sq. Mtrs area at Santacruz West, Mumbai at a total contract value of ₹ 17,250 lakhs plus applicable taxes for the construction area of 4,00,804.54 Sq. Ft over the period of 30 months from the date of commencement.

5. Office building at BKC (Commercial)

On March 1, 2023, we entered into a Sub-Contractor Agreement with M/s Generic Infra Speciality Projects Private Limited for construction of office building on G-Block, Plot No. C-47 at Bandra Kurla Complex, Mumbai for Maharashtra Maritime Board.

6. Residential Building at Amritsar (Residential)

Our Company has entered into a contract with Makindian Township Private Limited for Construction of four (4) residential towers over a period of 4 years, consisting of four hundred and twenty (420) units at Amritsar admeasuring 3,68,869 sq ft including podium, ground and basement. This contract also includes complete finishing works and is to be delivered as a turnkey project.

7. Halaipani Hydro Power Project (Infrastructure)

On August 29, 2023, we entered into a work order with Halaipani Hydro Project Private Limited for construction of Halaipani Hydro Power Project having 16MW (4*4 MW) on Halai river in Anjaw district, Arunachal Pradesh. The scope of construction work includes civil work, barrage structure, intake cum feeder channel, desilting basin, power channel, forebay and spillway, penstock and anchor blocks and electro mechanical work.

8. Agro Processing Cluster (Industrial)

On February 09, 2023, we entered into EPC Contract carrying out project work for construction, development and completion of project for Rs. 36,38,71,000 in Jalore district, Rajasthan. The scope of construction work includes full material, labour, suttering, plant & machinery, equipment, services, finishing and all deeds and things in relation to construction, development and completion of project. The construction period is of 18 months form the commencement of work post construction permission within the contractor.

9. M/s Aadi Developers (Residential)

On January 22, 2024, we entered into an EPC Contract for construction and completion of a project building for Rs. 13, 57, 00,000 in Kalyan, Maharashtra. The scope of construction work includes construction of the project building along with proportionate parking. The construction period is of 12 months from commencement date of commencement.

10. M/s Aadi Developers (Residential)

On January 22, 2024, we entered into a Memorandum of Understanding to jointly develop a phase 3 project in Kalyan, Maharashtra of 329.000 sqft saleable area subject to funds to be received against 13% share of revenue/ total area of issue to be deposited to secure an NCD of 50 crore, for the project cost of approx. Rs. 250 crores. The scope of the work includes construction, development, branding, marketing, obtaining approvals, arranging entire funding and investment for commencement of the project.

B. Ongoing Development Project:

1. Trinity Oasis (Residential cum commercial)

We have entered into a Construction and Management Agreement with Balaji Construction Company, the developer for construction of three (3) residential cum commercial buildings. The project is located on Ghodbunder Road in Thane, near Mumbai. It is on a turnkey basis, which includes, planning, designing, construction of Plain Cement Concrete (“PCC”) and Reinforced Cement Concrete (“RCC”) works, plumbing, electrical and finishing works. The total built up area of all three (3) buildings to be constructed is around 4,00,000 sq. ft. This project is expected to be completed within thirty-three (33) months from the date of physical takeover and the developer obtaining commencement certificate with all approved plans on time. As per the arrangement with the developer, our Company will develop three (3) residential cum commercial buildings in lieu of saleable area of 2,20,000 sq. ft. in this project.

C. Civil Construction cum Service:

Garuda Zenith (Finishing Works Contract) (Civil construction cum service)

We have entered into a finishing works contract with Shree Umiya Builders & Developers to carry out complete finishing and beautification works of this residential real estate project situated in the western suburb of Mumbai, Borivali West. The scope of work comprises internal and external finishes including, all doors and windows, electrical works, plumbing works, flooring, fabrication, internal and external painting, electronic equipment, terrace, construction of miscellaneous structures, water tanks, Jain temple and entrance lobbies with a built-up area of 2,87,400 sq. ft. We expect to complete this project by December, 2025.

KEY COMPLETED CONTRACTS:

Delhi Police Headquarters - one of our marquee projects

In November 2021, we completed construction of the Delhi Police Headquarters, which involved construction of twin towers of seventeen (17) storeys each, with complete glass façade and steel bridge connecting the two towers. A brief summary of the project is set below:

In December 2012, the construction and development of Delhi Police Headquarters was awarded to the concessionaire (Eternal Building Assets Private Limited, formerly known as Unity Building Assets Private Limited) (“**Concessionaire/ Eternal Building**”) on a DBFOTA basis. The Concessionaire was acquired by Eternal Infra Private Limited under a share purchase agreement dated January 21, 2015. In February 2016, the Concessionaire appointed our Company for the construction part of the project. The construction of the Delhi Police Headquarters involved seventeen (17) storey twin towers at Jai Singh Road, New Delhi. Pursuant to this we entered into an EPC contract with Unity dated April 15, 2021 For a turnkey completion of the contract of the value of Rs.44,800.00. The scope of work involved shore piling, site development, structural steel, civil and finishing, external glass façade and an additional scope of work involving HVAC installation including air conditioning of the entire building, electricals, interior, furniture and furnishings, security apparatus and building automation system. The building has been constructed with modern technology to minimise communication delays and has a complete glass facade, steel bridge connecting both the towers from 10th floor to 14th floor and an auditorium having a capacity of five hundred (500) seats. There is a lounge and briefing room for the media and two layered basement parking which can accommodate around 1,000 vehicles. The total constructed area is around 9.60 lakhs sq. ft. The major challenge during the construction of this building was to protect a national heritage structure at the site. The building was handed over to the Delhi Police on April 15, 2021.

Further, as per the concession agreement, the Concessionaire is also required to maintain the building for a period of fifteen (15) years. Our Company has entered into an agreement with the Concessionaire to maintain the building and we will receive ₹ 720 lakhs per year for a period of thirteen years (13) for maintenance of the Delhi Police Headquarters.

OUR CONTRACTUAL FRAMEWORK

Our contracts are of an EPC nature, wherein, as per the scope of our services we provide lock and key services as required, MEP and other finishing works as well. We also provide certain O& M services for our completed construction contracts. Our development agreements have certain specific provisions with regard to consideration and terms of payment factoring in sale of completed units, however the construction aspect is covered in an EPC contractual format. Some of the salient features of our contractual framework are provided below:

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 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. This may vary depending on the terms of the agreement of each project.

- Post completion of the project, the main concessionaire or developer can call upon us to cure any work if it is inferior or defected in nature. We are usually responsible for curing the defects during the defect notification period at our own costs. In the event we are unable to cure the defects, the authority usually have the right to get the defect rectified by a third party at our cost. For every agreement, there is a specific defect liability period/ maintenance period, under which we are responsible to cure any defect/shortcoming that may arise post completion of the project at our own cost.
- In some cases, the main concessionaire or developer has the power to make variations, changes, omissions, additions or substitution for the original specifications, drawings, designs and instructions that maybe necessary during the progress of the work. However, this is done at the sole discretion of the overlying authority or the main concessionaire or developer and shall be carried out by us and accordingly permits/approvals have to be extended in order to accommodate such requirements.
- The main concessionaire or developer retains a part of the bid security/ security deposit as retention money and the same is released only after a certain period or post completion of the defects liability period. This

money shall be used to take remedial measures in the work executed when necessary.

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. The developer retains a part of the bid security/ security deposit as retention money and the same is released only after a certain period or post completion of the defects liability period. This money shall be used to take remedial measures in the work executed when necessary.

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 but the same varies from project to project basis.

PROJECT CYCLE: CONSTRUCTION & DEVELOPMENT

Overview:

We procure civil construction projects mainly through our promoter related entities and group companies and referrals made by real estate developers, contractors, real estate consultants, real estate brokers and other intermediaries. As soon as a project is referred to us, we undertake an in-depth study of the proposed project, which, *inter alia*, includes, (i) study of technical requirements of the project; (ii) site visit to determine the site conditions; and (iii) local market survey to determine availability and prices of key construction material, labour, and specialist sub-contractors. The Developer then enters into a works order/agreement with us after all terms and conditions are negotiated and settled between the parties. Our Company receives contracts on the basis of the relationship of our management team in the construction industry. In recent times, real estate developers have started outsourcing or sub-contracting civil construction aspects of real estate projects to construction focused companies such as ours. This structure helps the developers in ensuring quality of construction, project funding and timely delivery of the project to the purchasers.

In civil construction projects, the client typically provides project plans, scope of the project and specifications, based on which, we must provide detailed project execution plans and costs. Therefore, our procurement department ensures adequate and timely supply of the required materials at competitive prices during the tenure of the contract, which plays a very important role in overall execution of the civil construction works contract. On award of a contract, we provide the procurement department with the project details along with the budgeted rates for material, services and equipment. The material, services and equipment required for projects are estimated by the engineering personnel from the individual project sites and then passed on to the procurement department along with the schedule of requirements.

Upon execution of the contract, we begin mobilizing manpower and equipment resources and setting up of site offices, stores and other ancillary facilities. The construction activity typically commences once the client approves the working designs and issues drawings. The project team immediately identifies and works with the procurement department to procure the key construction materials and services required to commence construction. Based on the contract documents, a detailed schedule of the construction activities is prepared.

Each project site has a billing department that is responsible for preparing and dispatching periodic invoices to the clients. Joint measurements, with the client's representative, are taken on a periodic basis and interim invoices prepared on the basis of such measurements are sent to the client for certification and release of interim payments. The billing department is also responsible for certifying the bills prepared by our vendors and sub-contractors for particular projects and forwarding the same to our head office for further processing.

Upon completion of construction of a project, typically an independent engineer appointed for the project certifies the work completed and a completion certificate is issued by the client. The retention money, which is typically 5% of the contract value, is returned by the client upon completion of the defect liability period.

Given below is our project execution cycle:

I. Pre-Execution Stage

Our team keeps track of the contracts executed and identifies the projects suitable for our Company on the basis of project timelines, technical and financial parameters, estimation, scale of projects, etc.

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 quotation for the scope of work involved. 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 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 facilitates the underlying client/ or the developer to submit the tender bid, as per the prescribed mode provided, within prescribed timeline. The client typically evaluates the technical bid or Pre-qualification application first, so as to ensure that further bids from only technically qualified bidders should be considered for further processing or financial evaluation. Thereafter, the 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:

III. 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:

 - 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.

IV. 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 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. Utmost safety precautions and necessary insurance policies are taken care while loading / unloading during transportation / shifting.

V. 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. The 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 our retention money/ security deposit, if any, is released by the client.

Plant and Machinery

We use various machinery and equipment for our construction business. Some of the equipment owned and used by us are ready-mix concrete plants, transit mixers, dumpers, boom placers and various such construction machinery and equipment. Further, since the location of our upcoming projects are in different geographies like MMR, Arunachal Pradesh, Karnataka, Punjab and Rajasthan, it is difficult and unviable to mobilise heavy equipment and machinery from one place to another for execution of our Construction & Development projects. We therefor believe in having an asset light model and rely mostly on third party suppliers for supply of heavy construction equipment.

Procurement of Materials & Equipment

The principal raw materials used in our projects are steel, cement, stone, bricks, wood, aggregate, concrete, sand, sanitary and plumbing items and others. Since our construction Projects are situated in diverse geographies like MMR, Punjab, Rajasthan, Karnataka, New Delhi, Tamil Nadu and Arunachal Pradesh, it is difficult to procure raw material from a single supplier. We do not procure raw materials for our construction projects. We send requisition list to the employer and the obligation to procure raw materials is on the employer and implement our quality and procurement standards for such purchases. A typical flow chart suggesting our procurement methodology is set-out below:

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 endeavor 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 endeavor to be the customers' preferred choice in everything we do.

Utilities

a. Infrastructure

Our Registered Office situated at 201, A Wing, Fortune 2000 C -3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, Maharashtra, India well equipped with computer systems, internet connectivity, other communication equipment and security, etc.

b. Power and Water Supply

We require water and continuous supply of water and electricity. With regard to our projects, the Developer of the project arranges the power and water supply requirements for use at the various construction sites.

Raw Materials and Suppliers

Our Company follows procurement system as intimated to us by developer for material purchases. We sub contract procurement of raw material and services to our underlying contractors vide work orders in line with the requirement of the services provided by us. In case of steel, cement and other higher value material requirements which are project specific, we generally give instructions depending on the project to the developers/ manufacturer/supplier/sub contactors (as per the scope of services mentioned in the work orders) to ensure cost effectiveness, availability and timely delivery of materials in order to meet project schedule. Project specific materials are generally sourced at a location nearest to the project site.

Also, upon completion of project any excess material is return back to the original source or sold as scrap if procured by us.

At the conclusion of our projects on a case to case basis there are scraps which need to be disposed off and these are sold by us on the project site itself to third parties. However, there are no underlying contractual arrangement for this. Further, in some of our contracts we are required to use the debris for land filling and land levelling as well.

We also sell excess of raw materials (selling of excess inventories) upon project completion:

We utilize all the raw materials left upon project completion. In case if any material is left then we give it back to the supplier. At the conclusion of our projects on a case to case basis there are several scrap s which need to be disposed off and these are sold by us on the project site itself to third parties. However, there are no underlying contractual arrangement for this and the excess material is sold off as scrap at scrap value. Further, in some of our contracts we are required to use the debris for land filling and land levelling as well.

Quality Control and Services

In the industry we serve, adherence to quality standards is a critical factor. In order to maintain the quality standards and comply with the design specifications provided by our clients and to ensure that our services successfully pass all validations and quality checks. We follow cube testing mechanism for quality control. Cube testing helps in verifying the compressive strength of concrete and ensuring construction project safety, quality, and reliability. The quality control team is tasked with employing an extensive and stringent quality control mechanism at each stage, including identification of raw materials.

Information Technology

We use information technology systems to enhance our performance and efficiency. We use technology to support our construction and additional services business. We use AutoCAD and SketchUp softwares for designing work. AutoCAD is primarily used in 2D designing blueprints and floor plans by various production and construction companies while SketchUp was always designed to be a high-quality 3D modeling program. A highly versatile software, Sketchup is available as a free web-based application with a paid version offering added functionality.

We use technology to improve productivity and optimize the utilization of our construction assets. Our goal is to deliver high-quality projects to our clients in a timely and cost-effective manner while maintaining our reputation for excellence in the industry.

Our customers

Our revenue from the top five (5) and top ten (10) customers for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 are as follows:

(₹ in lakhs)


Sr. No.	Particulars	For the Financial Year ended					
		March 31, 2023		March 31, 2022		March 31, 2021	
		Revenue	%	Revenue	%	Revenue	%
1	Revenue from Top 5 Clients	14,159.27	88.12	7,664.61	99.51	7,195.52	100
2	Revenue from Top 10 Clients	16,068.76	100	[.]	[.]	[.]	[.]

Competition

We face competition from various national and regional construction companies. Prominent listed construction companies include Larsen & Toubro Limited, Shapoorji Pallonji & Co. Limited, Gammon India Limited, NCC Limited and Ahluwalia Contracts (India) Limited (*Source: CarEdge Report*). We also face competition from various small unorganized operators in our segment.

Intellectual Property

We use the following registered trademarks, which are pending application for registration with the Trade Mark Registry:

Particulars of trademark	Type of trademark	Class
	Logo	37

For details of approvals relating to intellectual property, see "*Government and Other Approvals*" and "*Risk Factor- We have applied for registrations of certain intellectual property rights and any failure to enforce our rights could have an adverse effect on our business prospects*" on pages 294 and 52 of this Draft Red Herring Prospectus, respectively.

Health, Safety and Environment

Our Company and our holding Company has received the following accreditations:

Calendar Year	Particulars
2021	Accredited with ISO 45001: 2018 by AQSR
2021	Accredited with ISO 14001: 2015 by AQSR
2021	Accredited with ISO 9001: 2015 by AQSR

We have implemented industry best practices, such as utilizing advanced technology at our construction sites and conducting regular safety orientation programs and mock drills, to promote a safe work environment. Our construction activities and operations are subject to all relevant governmental, state, and municipal laws and regulations regarding environmental protection, including regulations pertaining to water discharges, air emissions, the use, management, and disposal of solid or hazardous materials or wastes, and the remediation of contaminated sites. However, as a standard practice in the EPC contracts we enter, our clients are typically responsible for procuring all necessary approvals and environmental clearances required for the construction of the project.

The personal health and safety of each employee of our organization is of primary importance. We believe that our employees are important assets and their safety at our worksite is our responsibility. Our Company provides necessary equipment and facilities required for the personal safety and health of each employees. We implement work safety measures to ensure a safe working environment including general guidelines for health and safety at our construction and hotel sites, accident reporting, wearing safety equipment and maintaining clean and orderly

work locations.

Human Resource

As on date, we have 60 plus permanent employees. We undertake periodic need-based recruitment to maintain the size and skill set of our workforce, which may otherwise decline as a result of attrition and retirement of employees.

As such, we consider our relations with our employees to be amicable. None of our employees are represented by a union or covered by a collective bargaining agreement. Further, as of the date of this Draft Red Herring Prospectus, we have not experienced any work stoppages and believe our employee relations are good.

As of the same date, 64 of our employees were engineers, and we have one CFO and one company secretary. In order to recruit new employees, we advertise in national newspapers, utilize recruitment websites, and conduct campus interviews at regular intervals.

We base our staff's emoluments on their performance, evaluated on an annual basis using specified parameters. None of our employees are unionized, and we have not had any significant disputes with our employees in the past. Our relations with our employees are amicable. We are committed to developing the expertise and knowledge of our employees through technical seminars and training sessions organized or sponsored by our Company. Our personnel policies aim to recruit the necessary talent, facilitate the integration of our employees into the Company, and encourage skill development to support our performance and operations growth.

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 to cater to the specific requirements of our clients based in different geographical areas.

Details of the manpower employed by our Company as on filling of this Draft Red Herring Prospectus is as follows:

Particulars	No. of Employees
Executive Directors	02
Key Managerial Person (other than executive directors)	02
Project manager and supervisors	07
Accounts department	02
Engineers	03
Crane operator	04
Other Staff (including admin, finance, HR, IT, security etc.)	45
Total	64

For the construction of our projects, we also employ labourers purely on contractual basis, for which we/ the underlying service providing vendor procures the contract labour license, from the concerned authority of the State where our projects are on-going. This saves us from the hassle of dealing with the labour on day-today basis and helps us to get labour as per our requirement. We hire such vendor services on contract basis depending on various factors like the location, size, duration, etc. of the project. For details please refer "*Key Regulations and Policies*" and "*Government and other Statutory Approval*" chapter respectively on page no. 173 and 294.

Insurance

We maintain employee's compensation insurance policy vide policy no. 001W001233400000 and policy no. 001W001265300000 for injury by accident arising out of and in the course of his employment in the Business. We further maintain public liability insurance policy vide policy no. OG-24-1933-3301-00000001.

In accordance with the terms outlined in the EPC contract/ work order, our responsibility includes obtaining approvals related to labor. In terms of work order placed with sub-contractors this responsibility is of the relevant

sub-contractor. Consequently, the obligation to secure approvals for labor-related matters rests with the contracted party. Further, all the policies w.r.t to labour and workmen shall be maintained by underlying sub- contractor.

We believe that our insurance coverage is in accordance with industry custom, including the terms of and the scope of the coverage provided by such insurance. However, our policies are subject to standard limitations, including with respect to the maximum amount that can be claimed. Therefore, insurance might not necessarily cover all losses incurred by us and we cannot provide any assurance that we will not incur losses or suffer claims beyond the limits of, or outside the relevant coverage of, our insurance policies. For risks related to our insurance policies, please see “*Risk Factors*” on page 34.

Corporate Social Responsibility

As a part of our corporate social responsibility (“**CSR**”), we have already setup a CSR Committee comprising some of our directors as its members. For further information, please see the section on “*Our Management*” on page 188 of this Draft Red Herring Prospectus.

A CSR policy has been framed with an objective to deploy funds towards CSR initiatives that create a significant impact. In our efforts towards CSR, we focus on promoting education. Our Company has incurred ₹ 26.50 lakhs, ₹ 11.02 lakhs and ₹ Nil in Financial Years 2023, 2022 and 2021 towards CSR activities, respectively.

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.

Export & Export Obligation

Currently, we do not have any outstanding export obligations

Immovable Properties

Following are the details of the leasehold/leave & license of properties of our Company:

Sr. No.	Description of the Property	Name of Lessor/Landlord	Tenure	Purpose
1	201, A Wing, Fortune 2000 C-3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra	Artemis Electricals and Projects Limited	For a period of 5 Years from January 23, 2024 to January 22, 2029.	Registered Office

(The remainder of this page has intentionally been left blank)

KEY REGULATIONS AND POLICIES

The following is a brief overview of certain key laws, regulations, and policies in India, which are applicable to our Company and the business and operations undertaken by our Company. The information detailed below has been obtained from various legislations, including rules, regulations, guidelines, and circulars promulgated and issued by regulatory bodies that are available in the public domain. The overview and description set out below is not exhaustive and is only intended to provide general information, and is neither designed, nor intended, to be a substitute for professional legal advice. The statements below are based on the current provisions of Indian law, which are subject to change or modification by subsequent legislative, regulatory, administrative, or judicial decisions.

For details of the government approvals and licenses obtained by our Company, see 'Government and Other Approvals' beginning on page 294 of this Draft Red Herring Prospectus

Our Company is engaged in the business of civil construction. We provide end-to-end civil construction for residential, commercial, residential cum commercial, hospitality, infrastructure and industrial projects and additional services for infrastructure and also hospitality projects. Wherein, civil construction includes construction of residential, hospitality, industrial, infrastructural and commercial buildings, construction of concrete building structures and composite steel structures which are required for the civil construction. 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:

APPLICABLE LAWS AND REGULATIONS

BUSINESS/TRADE RELATED LAWS/REGULATIONS

The Transfer of Property Act, 1882

The Transfer of Property Act establishes the general principles relating to transfer of property in India. It deals with the various methods in which transfer of immovable property including transfer of any interest in relation to that property takes place. It stipulates the general principles relating to the transfer of property including, *inter alia*, 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. It also provides for the rights and liabilities of the vendor and purchaser, and the lessor and lessee in a transaction of sale or lease of land, as the case may be. It also covers provisions with respect to mortgage of property.

Shops and establishments legislations

Under the provisions of local shops and establishments legislations applicable in the states in which establishments are set up, establishments are required to be registered under the respective legislations. These legislations regulate the condition of work and employment in shops and commercial establishments and generally prescribe obligations in respect of, *among other things*, registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety measures and wages for overtime work.

The Maharashtra Shops and Establishment (Regulation of Employment and Condition of Service) Act, 2017 is applicable to our Company.

INDUSTRY SPECIFIC LAWS/REGULATIONS

National Building Code, 2016

The National Building Code of India (NBC 2016) serves as a comprehensive guideline for regulating building

construction activities throughout the country. This guide is designed to assist readers in utilizing the NBC 2016 effectively by explaining the contents of different parts and sections and their interconnections. It employs infographics and simplified language to present key contents and concepts, making the information accessible to a wide range of stakeholders, including officials from regulatory and government departments, private developers, builders, contractors, professionals, academicians, and students from diverse backgrounds.

The Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder

The Real Estate (Regulation and Development) Act, 2016 is expedient to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector. Every project where the area of the land proposed to be developed exceeds five hundred (500) meters as the number of apartments proposed to be developed or number of apartment exceeds eight (8), such project shall be compulsory required to be registered by the promoter with the Real Estate Regulator Authority (RERA). Any person aggrieved by any direction or decision made by the Regulatory Authority or by an adjudicating officer, may make an appeal before the Appellate Tribunal within a period of sixty (60) days from the date of receipt of a copy of the order or direction.

Maharashtra Regional and Town Planning Act, 1966 (the "Town Planning Act")

The Town Planning Act has been enacted with the object of establishing local development authorities in Maharashtra to ensure efficient town planning and development of lands within their jurisdiction. It provides for the creation of new towns and compulsory acquisition of land required for public purposes. The Collector and the Town Planning Department as appointed and established under the Town Planning Act, grant approvals for real estate projects situated in areas falling within their jurisdiction. Change in the use or development of any land which is part of a notified area or site for a new town requires the permission of the planning authority and it may revoke or modify the permission granted if it appears inconsistent with the development plan. The Town Planning Act also empowers the planning authority to levy development charge on use of land, change of use of land or development of land, for which permission is required at specified rates.

The Indian Easements Act, 1882

An easement is a right which the owner or occupier of land possesses for the beneficial enjoyment of that land and which permits him to do or to prevent something from being done, in or upon, other land not his own. Under the Indian Easements Act, 1882 ("**Easement Act**"), a license is defined as a right to use property without any interest in favour of the licensee. The period and incident may be revoked and grounds for the same may be provided in the license agreement entered in between the licensee and the licensor.

ANTI-TRUST LAWS

Competition (Amendment) Act, 2023

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. Further, the competition (Amendment) act, 2023 passed in India. The Act makes a number of changes to the Competition Act, 2002. The amendments aim to strengthen competition regulation, streamline operations, and foster a business-friendly environment.

GENERAL CORPORATE COMPLIANCE

The Companies Act 1956 and the Companies Act, 2013

The consolidation and amendment in the law relating to the Companies Act, 1956 made way to the enactment of the Companies Act, 2013. The Companies Act 1956 is still applicable to the extent not repealed and the Companies Act, 2013 is applicable to the extent notified. The act deals with incorporation of companies and the procedure for incorporation and post incorporation. The conversion of private company into public company and vice versa is also laid down under the Companies Act, 2013. The procedure relating to winding up, voluntary winding up, appointment of liquidator also forms part of the act. The provision of this act shall apply to all the companies incorporated either under this act or under any other previous law. It shall also apply to banking companies, companies engaged in generation or supply of electricity and any other company governed by any special act for the time being in force. A company can be formed by seven or more persons in case of public company and by two or more persons in case of private company. A company can even be formed by one person i.e., a One-Person Company. The provisions relating to forming and allied procedures of One Person Company are mentioned in the Act.

The Indian Contract Act, 1872

The Indian Contract Act, 1872 (“**Contract Act**”) codifies the way in which a contract may be entered into, executed, implementation of the provisions of a contract and effects of breach of a contract. A person is free to contract on any terms he chooses. The Contract Act consists of limiting factors subject to which contract may be entered into, executed and the breach enforced. It provides a framework of rules and regulations that govern formation and performance of contract. The contracting parties themselves decide the rights and duties of parties and terms of agreement.

SEBI Regulations

Securities And Exchange Board of India is the regulatory body for securities market transactions including regulation of listing and delisting of securities. It forms various rules and regulations for the regulation of listed entities, transactions of securities, exchange platforms, securities market and intermediaries thereto. Apart from the Securities and Exchange Board of India Act, 1992, Securities Contracts (Regulation) Act, 1956, Securities Contract (Regulations) Rules, 1957 and other rules and regulations, listed entities are mainly regulated by SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and SEBI (Prohibition of Insider Trading) Regulations, 2015.

EMPLOYMENT AND LABOUR LAWS

In accordance with the terms outlined in the EPC contract/ work order, our responsibility includes obtaining approvals related to labor. We have chosen to outsource this aspect of our operations to a contractor, who will handle all labor-related tasks. Consequently, the obligation to secure approvals for labor-related matters rests with the contracted party. It is important to note that the majority of our projects have not yet commenced. As each project initiates, our contracted party will take the necessary steps to obtain the required labor approvals. For work which have commenced already.

Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 and the Employees Provident Fund Scheme, 1952

The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 (“the EPF Act”) is applicable to an establishment employing more than 20 employees and as notified by the government from time to time. All the establishments under the EPF Act are required to be registered with the appropriate Provident Fund Commissioner. Also, in accordance with the provisions of the EPF Act, the employers are required to contribute to the employees’ provident fund the prescribed percentage of the basic wages, dearness allowances and remaining allowance (if any) payable to the employees.

Employees State Insurance Act, 1948, as amended (the "ESIC Act")

The ESI Act, provides for certain benefits to employees in case of sickness, maternity and employment injury. All employees in establishments covered by the ESI Act are required to be insured, with an obligation imposed on the employer to make certain contributions in relation thereto. In addition, the employer is also required to register

itself under the ESIC Act and maintain prescribed records and registers.

The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 ("Building and Other Construction Workers Act")

The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 is an act to regulate the employment and conditions of service of building and other construction workers and to provide for their safety, health and welfare measure and for other matter connected therewith or incidental thereto. Every employer of an establishment to which the Building and Other Construction Workers Act applies and to which it may be applicable at any time is required to make an application in the prescribed form with prescribed fee for the registration of their establishment within a period of sixty days of the commencement of the Building and Other Construction Workers Act or within sixty days from the date on which it becomes applicable to the establishment. No employer of an establishment which is required to be registered but has not been registered or registration of such an establishment has been revoked and no appeal has been preferred or where an appeal has been preferred but it has been dismissed, can employ building workers in the establishment. Every building worker who is between the age of eighteen and sixty and who has been engaged in any building or other construction work for not less than ninety days during the last 12 months is eligible for registration as a beneficiary of the Building and Other Construction Workers' Welfare Fund. Application for registration is to be made in the prescribed form and is to be accompanied with prescribed documents and a fee of not more than fifty rupees.

Contract Labour (Regulation and Abolition) Act, 1970

The Contract Labour (Regulation and Abolition) Act, 1970 ("CLRA") has been enacted to regulate the employment of contract labour in certain establishments, the regulation of their conditions and terms of service and to provide for its abolition in certain circumstances. The CLRA applies to every establishment in which 20 or more workmen are employed or were employed on any day of the preceding 12 months as contract labour. Every contractor to whom the CLRA applies is required to obtain a license and not to undertake or execute any work through contract labour except under and in accordance with the license issued. To ensure the welfare and health of the contract labour, the CLRA imposes certain obligations on the contractor in relation to establishment of canteens, rest rooms, drinking water, washing facilities, first aid, other facilities and payment of wages.

Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

This Act has been enacted with an aim to regulate the employment of inter-state migrant workmen and to provide for their conditions of service. It is applicable to every establishment employing five or more inter-state migrant workmen or having employed in the past twelve months and to every contractor who employs or who employed five or more inter-state migrant workmen in the past twelve months.

Payment of Gratuity Act, 1972 as amended (the "Gratuity Act")

The Payment of Gratuity Act, 1972 shall apply to every factory, mine plantation, port and railway company; to every shop or establishment within the meaning of any law for the time being in force in relation to shops and establishments in a State, in which ten or more persons are employed, or were employed, on any day of the preceding twelve months; such other establishments or class of establishments, in which ten or more employees are employed, on any day of the preceding twelve months, as the Central Government, may by notification, specify in this behalf. A shop or establishment to which this act has become applicable shall be continued to be governed by this act irrespective of the number of persons falling below ten at any day. The gratuity shall be payable to an employee on termination of his employment after he has rendered continuous service of not less than five years on superannuation or his retirement or resignation or death or disablement due to accident or disease. The five year period shall be relaxed in case of termination of service due to death or disablement.

Payment of Bonus Act, 1965

The Payment of Bonus Act, 1965 imposes statutory liability upon the employers of every establishment in which 20 or more persons are employed on any day during an accounting year to pay bonus to their employees. It further provides for payment of minimum and maximum bonus and linking the payment of bonus with the production and productivity.

Minimum Wages Act, 1948

The Minimum Wages Act, 1948 ("MWA") came into force with an objective to provide for the fixation of a minimum wage payable by the employer to the employee. Under the MWA, every employer is mandated to pay the minimum wages to all employees engaged to do any work skilled, unskilled, manual or clerical (including out-workers) in any employment listed in the schedule to the MWA, in respect of which minimum rates of wages have been fixed or revised under the MWA. Construction of Buildings, Roads, and Runways are scheduled employments. It prescribes penalties for non-compliance by employers for payment of the wages thus fixed.

Maternity Benefit Act, 1961

The Maternity Benefit Act, 1961 is a legislation that protects the employment of women at the time of her maternity. It entitles women employees of 'maternity benefit' which is fully paid wages during the absence from work and to take care of her child. The Act is applicable to the establishments employing 10 or more employees. It provides for leave and right to payment of maternity benefits to women employees in case of confinement or miscarriage etc. The act is applicable to every establishment which is a factory, mine or plantation including any such establishment belonging to government and to every establishment of equestrian, acrobatic and other performances.

The Employees Compensation Act, 1923

The Employees Compensation Act, 1923 ("EC Act") (and the amendments thereof) provides for payment of compensation to injured employees or workmen for their injuries caused due to an accident arising out of and during the course of employment. Under the EC Act, the amount of compensation to be paid depends on the nature and severity of the injury. The EC Act also lays down the duties / obligations of an employer and penalties in cases of non-fulfilment of such obligations thereof.

Equal Remuneration Act, 1976

The Equal Remuneration Act 1976 provides for payment of equal remuneration to men and women workers and for prevention discrimination, on the ground of sex, against female employees in the matters of employment and for matters connected therewith. The act was enacted with the aim of state to provide Equal Pay and Equal Work.

Child Labour (Prohibition and Regulation) Act, 1986

The Child Labour Prohibition and Regulation Act 1986 prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour in our industry is prohibited as per Part B (Processes) of the Schedule.

Industrial Disputes Act, 1947 ("ID Act") and Industrial Dispute (Central) Rules, 1957

The ID Act and the Rules made thereunder provide for the investigation and settlement of industrial disputes. The ID Act was enacted to make provision for investigation and settlement of industrial disputes and for other purposes specified therein. Workmen under the ID Act have been provided with several benefits and are protected under various labour legislations. Employees may also be subject to the terms of their employment contracts with their employer, which contracts are regulated by the provisions of the Indian Contract Act, 1872. The ID Act also sets out certain requirements in relation to the termination of the services of the workman. The ID Act includes detailed procedure prescribed for resolution of disputes with labour, removal and certain financial obligations up on retrenchment. The Industrial Dispute (Central) Rules, 1957 specify procedural guidelines for lock-outs, closures, lay-offs and retrenchment.

The Sexual Harassment of Women at workplace (Prevention, Prohibition and Redressal) Act, 2013

In order to curb the rise in sexual harassment of women at workplace, this act was enacted for prevention and redressal of complaints and for matters connected therewith or incidental thereto. The terms sexual harassment and workplace are both defined in the act. Every employer should also constitute an "Internal Complaints Committee" and every officer and member of the company shall hold office for a period of not exceeding three

years from the date of nomination. Any aggrieved woman can make a complaint in writing to the Internal Committee in relation to sexual harassment of female at workplace. Every employer has a duty to provide a safe working environment at workplace which shall include safety from the persons coming into contact at the workplace, organising awareness programs and workshops, display of rules relating to the sexual harassment at any conspicuous part of the workplace, provide necessary facilities to the internal or local committee for dealing with the complaint, such other procedural requirements to assess the complaints.

Other Labour Laws:

The employment of workers, depending on the nature of activity, is regulated by a wide variety of generally applicable labour laws, including the Contract Labour (Regulation and Abolition) Act, 1970; Payment of Wages Act, 1936; Payment of Bonus Act, 1965; Employees' State Insurance Act, 1948; Employees' Provident Funds and Miscellaneous Provisions Act, 1952; Equal Remuneration Act, 1976; Payment of Gratuity Act, 1972; Minimum Wages Act, 1948; Employee's Compensation Act, 1923; Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act and Rules, 2013; Apprentices Act, 1961; Industrial Disputes Act, 1947 and the Industrial Disputes (Central) Rules, 1957; Employee's Compensation Act, 1923; The Maternity Benefit Act, 1961; The Interstate Migrant Workmen Act, 1979; Industrial Employment (Standing Orders) Act, 1946;

In order to rationalize and reform labour laws in India, the Government has enacted the following codes:

- a) The Code on Wages, 2019, which regulates and amalgamates laws relating to wage and bonus payments and subsumes four existing laws namely – the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965 and the Equal Remuneration Act, 1976. It regulates, *among other things*, the minimum wages payable to employees, the manner of payment and calculation of wages and the payment of bonus to employees. Few sections of the code have been notified whereas the remaining provisions of the Code shall come into effect from the date notified in the Official Gazette by the Central Government.
- b) Industrial Relations Code, 2020, which consolidates and amends laws relating to trade unions, the conditions of employment in industrial establishments and undertakings, and the investigation and settlement of industrial disputes. It subsumes the Trade Unions Act, 1926, the Industrial Employment (Standing Orders) Act, 1946 and the Industrial Disputes Act, 1947. The Code received the assent of the President of India on September 28, 2020 and is published in the official gazette. The provisions of this code will be brought into force on a date to be notified by the Central Government.
- c) The Code on Social Security, 2020, which amends and consolidates laws relating to social security, and subsumes various social security related legislations, *among other things*, including the Employee's Compensation Act, 1923, the Employee's State Insurance Act, 1948, the Employee's Provident Funds and the Miscellaneous Provisions Act, 1952, the Maternity Benefit Act, 1961, the Payment of Gratuity Act, 1972, the Building and Other Construction Workers' Welfare Cess Act, 1966 and the Unorganized Workers' Social Security Act, 2008. It governs the constitution and functioning of social security organisations such as the Employee's Provident Fund and the Employee's State Insurance Corporation, regulates the payment of gratuity, the provisions of maternity benefits and compensation in the event of accidents that employees may suffer, among others. The Code received the assent of the President of India on September 28, 2020 and is published in the official gazette. Few sections of the code have been notified whereas the remaining provisions of the Code shall come into effect from the date notified in the Official Gazette by the Central Government.
- d) The Occupational Safety, Health and Working Conditions Code, 2020, consolidates and amends the laws regulating the occupational safety and health and working conditions of the persons employed in an establishment. It replaces certain old central labour laws including the Contract Labour (Regulation and Abolition) Act, 1970, the Factories Act, 1948, 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 Code received the assent of the President of India on September 28, 2020. The Code extends to the whole of India and covers all employees and workers whether in the organised, unorganised or any other sector. The provisions of this code will be brought into force on a date to be notified by the Central Government.

As Industry Practice, these laws are yet to be notified but voluntary compliance is done across Industry to the extent as required from time to time.

TAX RELATED LEGISLATIONS

The tax related laws that are applicable to our Company include the Income-tax Act, 1961, the Central Goods and Services Tax Act, 2017, and the relevant state legislations for goods and services tax.

Income-tax Act, 1961

Income-tax Act, 1961 ("**IT Act**") is applicable to every company, whether domestic or foreign whose income is taxable under the provisions of the IT Act or Rules made there under depending upon its 'Residential Status' and 'Type of Income' involved. Every assessee, under the IT Act, which includes a company, is required to comply with the provisions thereof, including those relating to tax deduction at source, advance tax, minimum alternative tax and like.

Goods and Service Tax ("GST")

GST is levied on supply of goods or services or both jointly by the Central and State Governments. It was introduced as The Constitution (One Hundred and First Amendment) Act, 2017 and is governed by the GST Council. GST provides for imposition of tax on the supply of goods or services and will be levied by Centre on intra-state supply of goods or services and by the States including Union territories with legislature / Union Territories without legislature respectively. A destination-based consumption tax GST would be a dual GST with the center and states simultaneously levying tax with a common base. The GST law is enforced by various acts viz. Central Goods and Services Act, 2017 (CGST), State Goods and Services Tax Act, 2017 (SGST), Union Territory Goods and Services Tax Act, 2017 (UTGST), Integrated Goods and Services Tax Act, 2017 (IGST) and Goods and Services Tax (Compensation to States) Act, 2017 and various rules made thereunder. It replaces following indirect taxes and duties at the central and state levels:

Central excise duty, duties of excise (medicinal and toilet preparations), additional duties on excise—goods of special importance, textiles and textile products, commonly known as CVD – special additional duty of customs, service tax, central and state surcharges and cesses relating to supply of goods and services, state VAT, central sales tax, luxury tax, entry tax (all forms), entertainment and amusement tax (except when levied by local bodies), taxes on advertisements, purchase tax, taxes on lotteries, betting and gambling.

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. Maharashtra Goods and Services Act, 2017;
- iii. Rajasthan Goods and Services Act, 2017;
- iv. Union Territory Goods and Services Tax Act, 2017;
- v. Tamil Nadu Goods and Services Tax Act, 2017;
- vi. Karnataka Goods and Services Tax Act, 2017; and
- vii. Punjab Goods and Services Tax Act 2017.

Professional Tax

Professional tax is a state level tax which is imposed on income earned by way of profession, trade, calling or employment. At present, professional tax is imposed only in Karnataka, Bihar, West Bengal, Andhra Pradesh, Telangana, Maharashtra, Tamil Nadu, Gujarat, Assam, Kerala, Meghalaya, Odisha, Tripura, Madhya Pradesh, and Sikkim.

ENVIRONMENT LAW LEGISLATIONS

In accordance with the terms outlined in the EPC contract/ work order, our responsibility includes obtaining approvals related to environment licenses. We have chosen to outsource this aspect of our operations to a contractor, who will handle all labor-related tasks. Consequently, the obligation to secure approvals for environment-related matters rests with the contracted party. It is important to note that the majority of our projects have not yet commenced. As each project initiates, our contracted party will take the necessary steps to obtain the required environment related approvals. For work which have commenced already, We have already obtained a No Objection Certificate (NoC) from our contracted party, confirming their commitment to securing the relevant approvals for environment-related aspects.

The Environment (Protection) Act, 1986 (the "Environment Act") and the Environment Protection Rules, 1986 (the "Environment Protection Rules")

The Environment Act has been enacted with the objective of protection and improvement of the environment, to control, to reduce and to abate pollution and to empower the government to take measures in this regard. Further, the Environment Protection Rules specifies, *amongst other things*, the standards for emission or discharge of environmental pollutants, and restrictions on the handling of hazardous substances in different areas. For contravention of any of the provisions of the Environment Protection Act or the rules framed thereunder, the punishment includes either imprisonment or fine or both. As per the Environment Protection Rules, every person who carries on an industry, operation or process requiring consent under the Water Act or the Air Act or both or authorization under the Hazardous Wastes Rules is required to submit to the concerned state pollution control board an environmental audit report for that financial year in the prescribed form.

Air (Prevention and Control of Pollution) Act, 1981 (the "Air Act") and Water (Prevention and Control of Pollution) Act, 1974 (the "Water Act")

The Air Act was enacted to provide for the prevention, control and abatement of air pollution in India. The Air Act requires any person establishing or operating any industrial plant in an air pollution control area to obtain prior consent from the concerned state pollution control board. Further, it prohibits any person operating any industrial plant in an air pollution control area from causing or permitting to be discharged the emission of any air pollutant in excess of prescribed standards. The Water Act was enacted to control and prevent water pollution and for maintaining or restoring of wholesomeness of water in the country and ensure that domestic and industrial pollutants are not discharged into water bodies without adequate treatment. Any violation of the provisions of the Air Act and Water Act is punishable with a fine and/or imprisonment, as applicable.

Noise Pollution (Regulation and Control) Rules, 2000 (the "Noise Pollution Rules")

The Noise Pollution Rules regulate and control the noise producing and generating sources including from industrial activity and sets ambient air quality standards in respect of noise for different areas/zones. The Noise Pollution Rules provide for penalties in accordance with the EP Act for use of loudspeakers, public address system, among others, in a silence zone or area.

Solid Waste Management Rules, 2016

Solid Waste Management Rules (SWM), 2016, was announced by the Union Ministry of Environment, Forests, and Climate Change (MoEF&CC). These will replace the Municipal Solid Wastes (Management and Handling) Rules, 2000, which have been in effect for the previous 16 years. Waste management refers to the tasks and procedures necessary to control waste from its inception through its disposal. This covers garbage collection, transport, treatment, and disposal in addition to monitoring and regulation.

INTELLECTUAL PROPERTY LEGISLATION

In general, the Intellectual Property Rights includes but is not limited to the following enactments:

- The Patents Act, 1970
- Indian Copyrights Act, 1957
- The Trade Marks Act, 1999
- Design Act, 2000

Trade Marks Act, 1999 (the "Trade Marks Act") and Trade Mark Rules, 2017 ("Trade Mark Rules")

The Trade Marks Act, 1999 provides for application and registration of trademarks in India. It also provides for exclusive rights to marks such as brand, label, and heading and to obtain relief in case of infringement for commercial purposes as a trade description. It prohibits registration of deceptively similar trademarks and also provides for penalties in form of imprisonment or fine or both for infringement, falsifying and falsely applying trademarks and using them to cause confusion among the public. The Trade Marks Rules, lay down certain guidelines regarding procedure. Some of the salient features of the Trade Marks Rules include the process for determination of 'well-known' trademarks, representation of sound marks, recognition of e-mail as a mode of service, new registration fees and mandatory filing of statements of users. Further, pursuant to the notification of the Trademark (Amendment) Act, 2010 simultaneous protection of trademark in India and other countries has been made available to owners of Indian and foreign trademarks. The Trademark (Amendment) Act, 2010 also seeks to simplify the law relating to transfer of ownership of trademarks by assignment or transmission and to conform Indian trademark law to international practice.

Designs Act, 2000

The Design Act, 2000 came into force in May 2001 to consolidate and amend the law relating to protection of designs. A design refers to the features of shape, configuration, pattern, ornamentation or composition of lines or colours applied to any article, in two or three dimensional or both forms. In order to register a design, it must be new and original and must not be disclosed to the public anywhere in India or any other country by publication in tangible form or in any other way prior to the filing date. A design should be significantly distinguishable from known designs or combination of known designs in order for it to be registerable.

FOREIGN REGULATIONS

Foreign Investment Regulations

The foreign investment in India is governed, among others, by the Foreign Exchange Management Act, 1999, the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 ("**FEMA Rules**") and the consolidated FDI policy (effective from October 15, 2020) issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (earlier known as the Department of Industrial Policy and Promotion ("**FDI Policy**")), each as amended. Further, the Reserve Bank of India has enacted the Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019 on October 17, 2019 which regulates mode of payment and remittance of sale proceeds, among others. The FDI Policy and the FEMA Rules prescribe *inter alia* the method of calculation of total foreign investment (i.e., direct foreign investment and indirect foreign investment) in an Indian company.

OTHER APPLICABLE LAWS

Municipality Laws

State governments are empowered to endow municipalities with such powers and authority as may be necessary to enable them to perform functions in relation to permitting the carrying on of trade and operations. Accordingly, State governments have enacted laws authorizing municipalities to regulate use of premises, including regulations for issuance of a trade license to operate, along with prescribing penalties for non-compliance.

Fire Prevention Laws

State governments have enacted laws that provide for fire prevention and life safety. Such laws may be applicable to our offices and Training Centers and include provisions in relation to providing fire safety and life saving measures by occupiers of buildings, obtaining certification in relation to compliance with fire prevention and life safety measures and impose penalties for non-compliance.

The Indian Stamp Act, 1899

The Indian Stamp Act, 1899 prescribes the rates for the stamping of documents and instruments by which any right or liability is, or purports to be, created, transferred, limited, extended, extinguished or recorded. Under the Indian Stamp Act, 1899, an instrument not 'duly stamped' cannot be accepted as evidence by civil court, an arbitrator or any other authority authorized to receive evidence. However, the document can be accepted as evidence in criminal court.

The Specific Relief Act, 1963

The Specific Relief Act is complimentary to the provisions of the Contract Act and the T.P. Act, as the Act applies both to movable property and immovable property. The 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.

The Negotiable Instruments Act, 1881 ("NI Act")

In India, the laws governing monetary instruments such as cheques are contained in the "NI Act", which is largely a codification of the English Law on the subject. To ensure prompt remedy against defaulters and to ensure credibility of the holders of the negotiable instrument a criminal remedy of penalty was inserted in Negotiable Instruments Act, 1881 in form of the Banking, Public Financial Institutions and Negotiable Instruments Laws (Amendment), 1988 which were further modified by the Negotiable Instruments (Amendment and Miscellaneous Provisions) Act, 2002. The Act provides effective legal provision to restrain people from issuing cheques without having sufficient funds in their account or any stringent provision to punish them in the event of such cheque not being honoured by their bankers and 113 returned unpaid. Section 138 of the Act creates statutory offence in the matter of dishonour of cheques on the ground of insufficiency of funds in the account maintained by a person with the banker which is punishable with imprisonment for a term which may extend to two year, and with fine which may extend to twice the amount of the cheque, or with both.

(The remainder of this page has intentionally been left blank)

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was incorporated as "Garuda Construction and Engineering Private Limited" on September 21, 2010, as a private limited company, in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a Certificate of Incorporation dated September 21, 2010, bearing CIN No. U45400MH2010PTC207963 issued by the RoC, Maharashtra at Mumbai. Subsequently, our Company was converted to a public limited company, pursuant to a special resolution passed by our shareholders at the Extra Ordinary General Meeting held on September 09, 2023 and the name of our Company was changed to "Garuda Construction and Engineering Limited" and a fresh Certificate of Incorporation dated October 10, 2023 was issued to our Company bearing CIN No. U45400MH2010PLC207963 by the RoC, Maharashtra at Mumbai.

Changes in registered office of our Company

The details of changes in the registered office of our Company are set forth below:

Date of Change	Details of change	Reasons for change
May 30, 2013	Change within local limits from 142, Garuda House, Upper Govind Nagar, Malad (East), Mumbai 400 097, Maharashtra, India to Shop no. 16, Nidhivan Co-op Housing Society Limited, Plot No: 166, Upper Govind Nagar, Malad (East), Mumbai 400 097, Maharashtra, India	Administrative convenience
March 01, 2019	Change within local limits from Shop no. 16, Nidhivan Co-op Housing Society Limited, Plot No: 166, Upper Govind Nagar, Malad (East), Mumbai 400 097, Maharashtra, India to 142, Garuda House, Upper Govind Nagar Malad (East), Mumbai 400 097, Maharashtra, India	Administrative convenience
January 29, 2024	Change from 142, Garuda House, Upper Govind Nagar Malad (East), Mumbai 400 097, Maharashtra, India to 201, A Wing, Fortune 2000, C-3 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra	Administrative convenience

Main Objects of our Company

The main object contained in the Memorandum of Association of our Company is as mentioned below:

- To carry on the business in India and abroad as civil contractors, infrastructure development contractors, contractors and engineers for construction of gas and water pipelines and engineers and civil engineers, electrical engineers, mechanical engineers, architects, interior decorators and to construct, acquire, develop, establish, consult provide, maintain, administer or otherwise undertake contract for any type of civil construction, infrastructure development works, mining operations, road construction, erection, layout, repair, demolition work of highways, subways, underground tunnels, runways, flyovers, bridges, freeways, railways, earthwork and irrigation projects, power house, reclamations, buildings, apartments, reservoirs, water courses, dams, jetties, water works, water treatment plants, gardens, recreation facilities, power transmission lines, factory sites, RCC & Steel Structure and steel fabrication, godowns, warehouses, lands and houses, drainage and sewage systems, airfield, apron and hangar works in India and / or outside India under various schemes such as Build, Operate and Transfer (BOT), Build, Operate Lease and Transfer (BOLT) and Build, Operate, Own and Transfer (BOOT) and to construct, sell, lease, licence, sublet, mortgage, exchange, transfer or otherwise dispose of residential, offices, industrial, institutional or commercial or developers of housing schemes, townships, holiday resorts, hotels, motels, auditoriums and maintaining and rehabilitation of all types of structures, flats, houses, factories, shopping complexes, garages, warehouses, buildings, works, workshops, hospitals, nursing homes, clinics, godowns and other commercial and educational purposes.*

Amendments to our Memorandum of Association

Set out below are the amendments to our Memorandum of Association in the ten years preceding the date of this Draft Red Herring Prospectus:

Date of Shareholders' resolution / amendment	Nature of amendment
March 31, 2015	Clause of V(a) of our Memorandum of Association was amended to reflect the increase in the authorized share capital of our Company from ₹ 50,00,000 divided into 5,00,000 Equity Shares of ₹ 10 each to ₹ 75,00,000 divided into 7,50,000 Equity Shares of ₹ 10 each.
February 12, 2016	Clause of V(a) of our Memorandum of Association was amended to reflect the increase in the authorized share capital of our Company from ₹ 75,00,000 divided into 7,50,000 Equity Shares of ₹ 10 each to ₹ 5,00,00,000 divided into 50,00,000 Equity Shares of ₹ 10 each
December 26, 2018	Clause of V(a) of our Memorandum of Association was amended to reflect the increase in the authorized share capital of our Company from ₹5,00,00,000 divided into 50,00,000 Equity Shares of ₹ 10 each to ₹ 12,50,00,000 divided into 1,25,00,000 Equity Shares of ₹ 10 each
August 25, 2023	Clause of V(a) of our Memorandum of Association was amended to reflect the increase in the authorized share capital of our Company from ₹ 12,50,00,000 divided into 1,25,00,000 Equity Shares of ₹ 10 each to ₹ 50,00,00,000 divided into 5,00,00,000 Equity Shares of ₹ 10 each
September 06, 2023	Clause V(a) of the Memorandum of Association was amended to reflect the sub-division of face value Equity shares from ₹ 10 each to of ₹ 5 each and consequently, the Authorised Capital of our Company was amended from ₹ 50,00,00,000 divided into 5,00,00,000 Equity Shares of ₹ 10 each to ₹ 50,00,00,000 divided into 10,00,00,000 Equity Shares of ₹ 5 each.
September 09, 2023	Clause I of our Memorandum of Association was amended to reflect the change in our name from 'Garuda Construction and Engineering Private Limited' to 'Garuda Construction and Engineering Limited' pursuant to conversion of our Company from a private limited company to a public limited company.

Major events and milestones of our Company

The table below sets forth the key events in the history of our Company and our Subsidiaries:

Calendar Year	Particulars
2010	Incorporation of our Company as "Garuda Construction and Engineering Private Limited"
2014	Our Company completed the civil construction of Golden Chariot Vasai Hotel and Spa
2016	Our Company commenced the construction of Delhi Police Headquarters
2020	Our Company became a subsidiary of PKH Ventures Limited
2021	Our Company completed the construction of Delhi Police Headquarters
2022	Our Company entered into a Construction and Development contract for a residential project at Borivali, Mumbai
2022	Our Company entered into a Joint Development Agreement for the re-development of "Sharifa Mansion" situated at Dadar-Matunga in central Mumbai

Key Awards, accreditations and recognition

Our Company has not received any awards or recognition. However, our Company and our holding Company has received the following accreditations:

Calendar Year	Particulars
2021	Accredited with ISO 45001: 2018 by AQSR
2021	Accredited with ISO 14001: 2015 by AQSR
2021	Accredited with ISO 9001: 2015 by AQSR

Launch of key products or services, entry in new geographies or exit from existing markets, capacity/facility creation, location of plants

For details of launch of key products or services, entry in new geographies or exit from existing markets, see "*Major Events and Milestones of our Company*" as mentioned above and "*Our Business*" on page 147 of this Draft Red Herring Prospectus.

Capacity/ facility creation, location of plants, launch of key products or services, entry into new geographies or exit from existing markets

Our Company has not undertaken any capacity/ facility creation and does not have any manufacturing plants.

Financial or Strategic Partners

As of the date of this Draft Red Herring Prospectus, our Company does not have any significant financial or strategic partners.

Time or cost overruns

Our Company has not experienced any time or cost overruns in relation to any projects set up by our Company as on date of this Draft Red Herring Prospectus.

Defaults or rescheduling of borrowings with financial institutions/banks

Our Company has not defaulted on repayment of any loan availed from any bank or financial institution.

Revaluation of assets in the last 10 years

Our Company has not revalued its assets in the ten (10) years preceding the date of this Draft Red Herring Prospectus.

Significant financial or strategic partners

Our Company does not have any significant financial or strategic partners on the date of this Draft Red Herring Prospectus.

Lock-out and strikes

There have been no lock-outs or strikes at any time of the offices or projects of our Company.

Injunction or Restraining orders

Our company is not operating under any injunction or restraining order.

Our Holding Company

As on the date of this Draft Red Herring Prospectus, PKH Ventures Limited is our Holding Company. For details regarding our holding Company, please see "*Our promoters*" on page 205 of this Draft Red Herring Prospectus.

Joint Ventures of our Company

As on the date of this Draft Red Herring Prospectus, our Company does not have any joint ventures.

Our Subsidiaries

As on the date of this Draft Red Herring Prospectus, we do not have any subsidiary.

Details regarding material acquisition or divestment of business or undertakings mergers, amalgamations, any revaluation of assets, etc in the last ten (10) years

There have been no material acquisitions or divestments of business or undertakings by our Company in the last ten (10) years except as disclosed below:

1. Kwality Marbles & Handicrafts (India) Private Limited ceased to be our wholly owned subsidiary on April 2, 2020, as our Company divested our entire shareholding of Rs.87,040
2. Gls Electrovision Private Limited ceased to be our subsidiary on April 2, 2020, as our Company divested our entire shareholding of 26,90,000 (65.17%) shares.
3. Garuda Toll Roads Private Limited ceased to be our Associate on April 2, 2020, as our Company divested our entire shareholding of 4,890 (49%) in this Company.
4. Artemis Opto Electronic Technologies Private Limited ceased to be our Associate on 10th March, 2022 as our Company divested our entire shareholding of 52,70,000 (41.27%) in this Company.

Mergers or amalgamation in the last 10 years

Our Company has not been party to any merger or amalgamation in the ten (10) years preceding the date of this Draft Red Herring Prospectus.

Details of shareholders' agreements

Our Company does not have any subsisting shareholders' agreements among our shareholders vis-a-vis our Company.

Agreements with Key Managerial Personnel, Senior Managerial Personnel, Directors, Promoter or any other employees

Neither our Promoter, nor any of the Key Managerial Personnel, Senior Managerial Personnel, Directors or employees of our Company have entered into an agreement, either by themselves or on behalf of any other person, with any Shareholder or any other third party with regard to compensation or profit sharing in connection with the dealings of the securities of our Company.

Guarantees given by our Promoter Selling Shareholder

Our Promoter PKH Ventures has given the following guarantees in favour of lenders as mentioned below:

Name of Borrower	Name of Lender	Amount of guarantee (₹ in Lakhs)	Reason for guarantee	Security available	Expiry of guarantee	Financial implication in case of default	Obligations on our Company
PKH Ventures Limited	Punjab National Bank	20.70	Performance bank guarantee	Bank guarantee	March 30, 2028	The guarantee may be invoked by the lender	NA
PKH Ventures Limited	Punjab National Bank	189.68	Performance bank guarantee	Bank guarantees	March 25, 2024	The guarantee may be invoked by the lender	NA
PKH	Punjab	74.71	Performance	Bank	October 2,	The	NA

Name of Borrower	Name of Lender	Amount of guarantee (₹ in Lakhs)	Reason for guarantee	Security available	Expiry of guarantee	Financial implication in case of default	Obligations on our Company
Ventures Limited	National Bank		bank guarantee	guarantees	2023	guarantee may be invoked by the lender	
PKH Ventures Limited	Punjab National Bank	100.00	Performance bank guarantee	Bank guarantees	October 28, 2023	The guarantee may be invoked by the lender	NA
PKH Ventures Limited	Punjab National Bank	10.00	Performance bank guarantee	Bank guarantees	September 8, 2023	The guarantee may be invoked by the lender	NA
PKH Ventures Limited	Punjab National Bank	5.00	Performance bank guarantee	Bank guarantees	May 13, 2023	The guarantee may be invoked by the lender	NA
PKH Ventures Limited	Punjab National Bank	22.63	Performance bank guarantee	Bank guarantees	November 25, 2025	The guarantee may be invoked by the lender	NA
Total		412.72					

Our Associate Companies

As on the date of this Draft Red herring Prospectus, our Company does not have any Associate Companies.

Other agreements

Our Company has not entered into any other subsisting material agreement, including with strategic partners, joint venture partners or financial partners, other than in the ordinary course of business. For further details, see "**Our Business**" on page 147 of this Draft Red Herring Prospectus.

(The remainder of this page has intentionally been left blank)

OUR MANAGEMENT

Board of Directors

In terms of the Companies Act and our Articles of Association require that our Board shall comprise of not less than three (3) Directors and not more than fifteen (15) Directors, provided that our Shareholders may appoint more than fifteen (15) Directors after passing a special resolution in a general meeting.

As on the date of filing this Draft Red Herring Prospectus, our Company currently has six (6) Directors, out of which two (2) are Executive Directors; one (1) is a Non-Executive Director, three (3) are non-executive independent directors out of which one (1) is a woman Independent Director. Our Company is in compliance with the corporate governance norms prescribed under the SEBI Listing Regulations and the Companies Act, 2013 in relation to the composition of our Board and constitution of committees thereof.

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

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Designation	Other directorships
<p>Pravinkumar Brijendra Kumar Agarwal</p> <p>Age: 52</p> <p>Date of birth: April 5, 1971</p> <p>Address: 1105, Tower A, Raheja Sherwood, Western Express Highway, B/H Hub Mall, Goregaon East, Mumbai 400 063</p> <p>Occupation: Business</p> <p>Term: Five (5) years with effect from September 01, 2023 till August 31, 2028</p> <p>Period of directorship: Since incorporation of our Company, not liable to retire by rotation</p> <p>DIN: 00845482</p>	<p>Managing Director and Chairman</p>	<p><i>Indian Companies</i></p> <ul style="list-style-type: none"> • PKH Ventures Limited • Garuda Urban Remedies Limited • Artemis Greenpower Private Limited • Halaipani Hydro Project Private Limited • NS Patil Developers Private Limited • Eternal Infra Private Limited • Makindian Township Private Limited • Poonam Anjali Ventures Private Limited • Golden Chariot Retreats and Infra Private Limited • Aroma Coffees Private Limited • Deepa Travel Private Limited • Ayesspea Holdings and Investments Private Limited • Narrow Structures Private Limited • Garuda Amusements Park (Nagpur) Private Limited • P. K. Global Amusement Park Limited • Eternal Building Assets Private Limited • Purple N Blue Events Private Limited
<p>Mohit Kapoor</p> <p>Age: 30</p> <p>Date of Birth: February 09, 1993</p> <p>Address: House No: 464, S.F, Ashoka</p>	<p>Whole-Time Director</p>	<p>Nil</p>

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Designation	Other directorships
<p>Enclave, Part – 3, Sector 35 Faridabad, Haryana 121 003</p> <p>Occupation: Professional</p> <p>Term: Five (5) years with effect from September 01, 2023 till August 31, 2028</p> <p>Period of Directorship: Since September 01, 2023</p> <p>DIN: 10301044</p>		
<p>Deepak Kumar</p> <p>Age: 48</p> <p>Date of birth: July 27, 1975</p> <p>Address: C-181, 1st Floor Back Side, Clock Tower, Hari Nagar, South West Delhi – 110 064</p> <p>Occupation: Professional</p> <p>Term: Liable to retire by rotation</p> <p>Period of directorship: Since September 1, 2021</p> <p>DIN: 09292428</p>	<p>Non – Executive Director</p>	<p><i>Indian Companies</i></p> <ul style="list-style-type: none"> Artemis Electricals and Projects Limited
<p>Priyanka Yadav</p> <p>Age: 31</p> <p>Date of birth: July 5, 1992</p> <p>Address: 106, Varad Vinayak Building, Sector 20, Nerul (West), Navi Mumbai, Thane 400 706</p> <p>Occupation: Professional</p> <p>Term: 5 (five) years w.e.f. November 30, 2021 till November 29, 2026</p> <p>Period of directorship: Since November 30, 2021</p> <p>DIN: 08858855</p>	<p>Independent Director</p>	<p><i>Indian Companies</i></p> <ul style="list-style-type: none"> PKH Ventures Limited Artemis Electricals and Projects Limited Eternal Building Assets Private Limited Electro Force (India) Limited
<p>Rajvirendra Singh Rajpurohit</p> <p>Age: 34</p> <p>Date of birth: April 5, 1989</p>	<p>Independent Director</p>	<p><i>Indian Companies</i></p> <ul style="list-style-type: none"> G-Tec Jainx Education Limited Anumodnam Consulting Private Limited TradePAQ TRM (India) Private

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Designation	Other directorships
Address: Flat No: 2-B/205, 2 nd Floor, Venkateshwar Nagar, Cabin Road, Bhayander East, Thane, Maharashtra – 401 105		Limited <ul style="list-style-type: none"> • Sizemasters Technology Limited • PKH Ventures Limited
Occupation: Professional		
Term: 5 (five) years w.e.f. September 01, 2023 till August 31, 2028		
Period of directorship: Since September 01, 2023		
DIN: 06770931		
Venkateshkumar K Tirupatipanyam*	Independent Director	<i>Indian Companies</i> <ul style="list-style-type: none"> • Prakfin Corporate Advisory Services Private Limited
Age: 66		
Date of birth: June 10, 1957		
Address: Flat No: 231, 23 rd Floor, Dhawalgiri CHS, Yashodham, Gen. A K Vaidya Marg, Malar Complex Yashodham, Goregaon East, Mumbai 400 063, Maharashtra		
Occupation: Business		
Term: 5 (five) years w.e.f. September 01, 2023 till August 31, 2028		
Period of directorship: Since September 01, 2023		
DIN: 03307261		

Confirmations:

- None of the Directors is categorized or are on the RBI list of Wilful Defaulters or Fraudulent Borrowers.
- None of our Directors are declared as Fugitive Economic Offenders under Section 12 of the Fugitive Economic Offenders Act, 2018.
- None of our Directors is or was a director of any listed company during the last five years preceding the date of this Draft Red Herring Prospectus, whose shares have been or were suspended from being traded on the Stock Exchange(s), during the term of their directorship in such company.
- None of our Directors is, or was a director of any listed company, which has been or was delisted from any stock exchange(s), during the term of his/her directorship in such company.
- None of our Directors, has been or is involved as a promoter, director or person in control of any other company, which is debarred from accessing the capital market under any order or directions made by SEBI or any other regulatory authority.
- No consideration, either in cash or shares or in any other form has been paid or agreed to be paid to any of our Directors or to the firms, trusts or companies in which they have an interest, by any person, either to induce any of our Directors to become or to help any of them qualify as a director, or otherwise for services rendered by them or by the firm, trust or company in which they are interested, in connection

with the promotion or formation of our Company.

Brief profiles of our Directors

Pravinkumar Brijendra Kumar Agarwal, aged 52 years is the Managing Director and Chairman of our Company. He has been associated with our Company since September 21, 2010. He has more than two (2) decades of experience in various businesses like Construction & Development, hospitality and management services. He was appointed as the Managing Director and Chairman pursuant to a resolution passed by our board dated September 01, 2023. He is currently responsible for overall management and affairs of our Company and entire group including devising investment strategies, developing industry networks for further business development and overall development of the business of our Company.

Mohit Kapoor, aged 30 years is the Whole Time Director of our Company. He has been associated with our Company as the Whole-Time director since October 12, 2023. He holds a Bachelor's degree in Technology in Civil Engineering from the year 2018, and Diploma in Engineering (Civil) from the Lingaya's University, Faridabad from the year 2015. He also holds a Master of Business Administration degree from Amity University, Uttar Pradesh from the year 2022. He was associated with our Company as a Maintenance Engineer since May 2021 and has also overseen the civil work at the New Police Headquarters.

Deepak Kumar, aged 48 years is a Non-Executive Director of our Company. He has been associated with our Company since September 01, 2023. He holds a Bachelor's degree in Arts from University of Delhi from the year 2000. He has over 2 decades of experience in the field of business administration, management and insurance. He was also associated with the aviation division of Qing Ambay Valley City Developers Corporation for 19 years.

Priyanka Yadav, aged 31 years is a Non-Executive Independent Director of our Company. She has been associated with our Company since November 30, 2021. She holds a Bachelor's degree in law from the University of Mumbai from the year 2019. She is an associate of the Institute of Company Secretaries of India since the year 2016. She has over four years of experience in compliance, secretarial and company law advisory. She is also Practicing Company Secretary since 2017, and is the proprietor of M/s. Priyanka Yadav & Associates.

Rajvirendra Singh Rajpurohit, aged 34 years is a Non-Executive Independent Director of our Company. He has been associated with our Company since September 01, 2023. He obtained his Master's degree in Commerce from Shri Jain PG College, Bikaner on June 30, 2011 and has been an associate of the Institute of Company Secretaries of India since 2015, and is also a Practicing Company Secretary since 2016. He has over seven years of experience in compliance and secretarial functions.

Venkateshkumar K Tirupatipanyam aged 66 years is a Non-Executive Independent Director of our Company. He has been associated with our Company since September 01, 2023. He holds a Bachelor's degree in Commerce from the year 1978 and Bachelor's degree in Law from the year 1985 from Gujarat University. He is a certified associate of Indian Institute of Bankers, India since 1982. Previously, he has been associated with IDBI Bank as a Deputy. General Manager in the year 2000.

Relationships between our Directors and Key Managerial Personnel

None of our Directors are related to each other or to any other Key Managerial Personnel.

Arrangement or understanding with major Shareholders, customers, suppliers or others

None of our directors have been nominated, appointed or selected as director or member of senior management pursuant to any arrangement or understanding with our major Shareholders, customers, suppliers or others.

Service contracts with Directors

Our Company has not entered into any service contracts with our Directors which provide for benefits upon the termination of their employment.

Borrowing Powers

Pursuant to our Articles of Association and in accordance with the provisions of the Companies Act, our Shareholders have passed a special resolution in their meeting held on October 12, 2023, authorizing our Board to borrow, for and on behalf of our Company, from time to time, any sum or sums of monies, in one or more tranches, which may exceed the aggregate of the paid up share capital and free reserves of our Company, provided that the total outstanding amount so borrowed shall not at any time exceed the limit of ₹1,00,000 lakhs, including the monies already borrowed by our Company.

Terms of appointment of our Directors

Executive Directors

Pravinkumar Brijendra Kumar Agarwal –Managing Director and Chairman

Pravinkumar Brijendra Kumar Agarwal has been appointed as Managing Director and Chairman pursuant to a resolution of the Board of Directors, Shareholders, and appointment letter dated September 01, 2023 for a period of five (5) years from September 01, 2023 at a remuneration of 4.5% on profit after tax for financial year calculated as per Section 198 of the Companies Act, 2013. Further, pursuant to a resolution of the Board dated October 11, 2023, and resolution of the Shareholders dated October 12, 2023, Pravinkumar Brijendra Kumar Agarwal will also be entitled to receive ₹0.05 lakhs as sitting fees which shall not exceed ₹0.15 lakhs per quarter, for attending meetings of board or committees thereof.

In Fiscal 2023, Our company has paid Mr. Pravinkumar Brijendra Kumar Agarwal a sitting fees of ₹20,000.

Mohit Kapoor – Whole-Time Director

Mohit Kapoor has been appointed as an Executive Director pursuant to a resolution of the Board of Directors, Shareholders, and appointment letter dated September 01, 2023. He has been redesignated as a Whole Time Director by appointment letter dated October 12, 2023. He will be entitled to a salary of ₹38,000 per month and sitting fees of ₹0.05 lakhs which shall not exceed ₹0.15 lakhs per quarter, for attending meetings of board or committees thereof.

In Fiscal 2023, Our company has paid Mr. Mohit Kapoor a remuneration of ₹2,97,000 and sitting fees of ₹20,000.

Non-Executive Director & Independent Directors

Our Non-Executive Director and Independent Directors will be entitled to receive sitting fees for attending meetings of the Board and committee meetings pursuant to a resolution passed by the board of directors of our Company dated October 11, 2023 as follows:

Name of director	Amount
Priyanka Yadav	₹15,000 per board or committee meeting not exceeding ₹45,000 per quarter
Deepak Kumar	₹5,000 per board or committee meeting not exceeding ₹15,000 per quarter
Rajvirendra Singh Rajpurohit	₹25,000 per board or committee meeting not exceeding ₹75,000 per quarter
Venkateshkumar K Tirupatipanyam	₹50,000 per board or committee meeting not exceeding ₹1,50,000 per quarter

Further, our Non-Executive Director and Independent Directors may be paid reimbursement of expenses as permitted under the Companies Act and the SEBI Listing Regulations.

Remuneration/ Compensation of our Directors

Further, details of the fees paid to our Non-Executive Director and Independent Directors in the Fiscal 2023 are

set forth below:

Sr. No.	Name of the Non-Executive Director/ Independent Director	Amount (₹ in lakhs)
1	Priyanka Yadav	0.70
2	Deepak Kumar	0.70
3	Rajvirendra Singh Purohit	0.45
4	Venkateshkumar K Tirupatipanyam	0.90

Remuneration paid or payable to our Directors from our Subsidiaries or associate companies

As on the date of this Draft Red Herring Prospectus, we do not have any subsidiary or associate companies.

Contingent and deferred compensation payable to the Directors

As on the date of this Draft Red Herring Prospectus, there is no contingent or deferred compensation payable to the Directors, which does not form part of their remuneration.

Bonus or profit-sharing plan for our Directors

Our Company does not have any performance linked bonus or a profit-sharing plan in which our Directors have participated except as disclosed below:

Pravinkumar Brijendra Kumar Agarwal was appointed as Managing Director and Chairman pursuant to a resolution of the Board and Shareholders dated September 01, 2023 for a period of 5 (five) years from September 01, 2023. Pursuant to the meeting of the Board of Directors dated October 11, 2023, and the extra-ordinary general meeting of the Shareholders dated October 12, 2023, his remuneration has been fixed at 4.5% of profit for financial year calculated as per Section 198 of the Companies Act, 2013.

Shareholding of Directors in our Company

The Articles of Association of our Company do not require our Directors to hold qualification shares.

The table below sets forth details of Equity Shares held by the Directors as on date of this Draft Red Herring Prospectus:

Name	No. of Equity Shares	Percentage of the pre- Offer paid up share capital (%)	Percentage of the post- Offer paid up share capital (%)
Pravinkumar Brijendra Kumar Agarwal	60	Negligible	Negligible

Interest of Directors

All our Directors may be deemed to be interested to the extent of fees, if any, payable to them for attending meetings of the Board or a committee thereof, as well as to the extent of other reimbursement of expenses, if any, payable to them by our Company.

Our Directors may also be regarded as interested to the extent of the Equity Shares, if any, held by them or that may be subscribed by and allotted to their relatives, or the entities with which they are associated as promoters, directors, partners, proprietors or trustees or to the companies, firms and trust, in which they are interested as directors, promoters, members, partners and trustees, pursuant to the Offer and to the extent of any dividend payable to them and other distributions in respect of these Equity Shares. For further details regarding the shareholding of our Directors, see "*Capital Structure*" on page 88 of this Draft Red Herring Prospectus.

Some of our Directors may hold positions as directors on the board of directors of our Group Companies. In consideration for these services, they may be paid managerial remuneration/ sitting fees in accordance with the provisions of the applicable law. Ms. Priyanka Yadav is a director in one of our listed Group Companies, Artemis

Electricals and Projects Limited, Eternal Building Assets Private Limited and in our Holding Company namely, PKH Ventures Limited, where she had been paid sitting fees of ₹0.59 lakhs, ₹0.80 lakhs and ₹1.62 lakhs, respectively in the Financial Year 2023.

Some of our Directors may be deemed to be interested in the contracts, agreements/arrangements entered into or to be entered into by our Company with any company which is promoted by them or in which they hold directorships or any partnership firm in which they are partners as declared in their respective capacity. For further details, see "**Our Business**" on page 147 of this Draft Red Herring Prospectus.

Our Managing Director and Chairman, Pravinkumar Brijendra Kumar Agarwal, will be deemed to be interested directly and/or indirectly in the following contracts entered into by our Company:

- i. with our Group Company, Golden Chariot Retreats and Infra Private Limited ("**GCR IPL**") for the construction of Celebration Apartments at Aamby Valley, Lonavala;
- ii. with our Promoter Company, Makindian Township Private Limited for the Construction of a proposed residential building at Amritsar, Punjab; and
- iii. with our Promoter Group Company Halaipani Hydro Project Private Limited for the Turnkey project of Civil work such as intake structure, headrace tunnel, surge shaft, penstock, powerhouse, TRC, roads, and other appurtenant works including maintenance of all civil works during construction.

As on the date of this Draft Red Herring Prospectus, except for Pravinkumar who is a Promoter of our Company and the promoter of our Holding Company and Promoters, PKH Ventures Limited and Makindian Township Private Limited, none of our other Directors are interested in the promotion of our Company. For further details, see "**Our Promoter and Promoter Group**" on page 205 of this Draft Red Herring Prospectus.

Except as disclosed in the sections titled "**Our Business**" and "**Restated Financial Statements**" on pages 147 and 220 respectively of this Draft Red Herring Prospectus, our Directors do not have any interest in any property acquired prior to the date of this Draft Red Herring Prospectus.

Our Directors do not have any interest in any transaction by our Company for acquisition of land, construction of building, except our Managing Director and Chairman, Pravinkumar Brijendra Kumar Agarwal, who has interests in (i) Civil Construction by our Company of real estate project of Golden Chariot Retreats and Infra Private Limited; (ii) Civil Construction by our Company of real estate project of Shree Umiya Builders & Developers; during the three (3) years preceding the date of this Draft Red Herring Prospectus. For further details, see "**Our Business**" on page 147 of this Draft Red Herring Prospectus. Further, except as stated in "**Restated Financial Statements – Note 35 - Related Party Transactions**" on page 255 of this Draft Red Herring Prospectus, and to the extent set out above under "**Our Management– Interests of Directors**" on page 193 of this Draft Red Herring Prospectus.

Our Directors are not interested in the appointment of Underwriters, Registrar and Bankers to the Offer or any such intermediaries registered with SEBI pursuant to this Offer.

Other confirmations

No consideration, either in cash or shares or in any other form have been paid or agreed to be paid to any of our Directors or to the firms, trusts or companies in which they have an interest in, by any person, either to induce any of our Directors to become or to help any of them qualify as a Director, or otherwise for services rendered by them or by the firm, trust or company in which they are interested, in connection with the promotion or formation of our Company.

Changes to our Board in the last three years

Except as mentioned below, there have been no changes in our Directors in the last three years:

Name	Date of appointment / change in designation / cessation	Reason
Priyanka Yadav	November 30, 2021	Appointment as Independent Director
Deepak Kumar	November 30, 2021	Appointment as Independent Director

Name	Date of appointment / change in designation / cessation	Reason
Vijay Shinde	March 25, 2022	Change in designation from Executive Director to Whole Time Director
Vijay Shinde	August 15, 2023	Resignation due to professional pre-occupancies
Pravinkumar Brijendra Kumar Agarwal	September 01, 2023	Change in designation from Director to Managing Director and Chairman
Rajvirendra Singh Rajpurohit	September 01, 2023	Appointment as Non-Executive Independent Director
Venkateshkumar K Tirupatipanyam	September 01, 2023	Appointment Non-Executive Independent Director
Deepak Kumar	September 01, 2023	Change in designation from Independent Director to Non Executive Director
Mohit Kapoor	September 01, 2023	Appointment as Executive Director
Mohit Kapoor	October 12, 2023	Change in designation from Executive Director to Whole Time Director

Corporate Governance

The provisions of the Companies Act, 2013 along with the SEBI Listing Regulations, with respect to corporate governance, will be applicable to our Company immediately upon the listing of the Equity Shares on the Stock Exchanges. Our Company is in compliance with the requirements of the applicable requirements for corporate governance in accordance with the SEBI Listing Regulations, and the Companies Act, 2013, including those pertaining to the constitution of the Board and committees thereof.

As on the date of filing this Draft Red Herring Prospectus, our Company has Six (6) Directors, out of which two (2) are Executive Directors; one (1) is a Non-Executive Director, three (3) are non-executive independent directors out of which one (1) is a woman Independent Director

Committees of our Board

The corporate governance provisions of the SEBI Listing Regulations will be applicable to us immediately upon the listing of the Equity Shares on the Stock Exchanges. In terms of the SEBI Listing Regulations and the provisions of the Companies Act, 2013, our Company has constituted the following below mentioned Board committees. In addition to these, our Board may from time to time, constitute committees for various functions

- Audit Committee;
- Nomination and Remuneration Committee;
- Stakeholders' Relationship Committee; and
- Corporate Social Responsibility Committee.

Audit Committee

The Audit Committee was reconstituted by a resolution of our Board dated October 11, 2023. It is in compliance with Section 177 of the Companies Act and Regulation 18 of the SEBI Listing Regulations. The current constitution of the Audit committee is as follows:

Name of Director	Position in the Committee	Designation
Rajvirendra Singh Rajpurohit	Chairman	Independent Director
Priyanka Yadav	Member	Independent Director
Pravinkumar Brijendra Kumar Agarwal	Member	Managing Director and Chairman

The Company Secretary of our Company shall serve as the secretary of the Audit Committee.

The scope and function of the Audit Committee, adopted pursuant to a resolution of our Board dated March 25, 2022, is in accordance with Section 177 of the Companies Act, 2013 and Regulation 18 of the SEBI Listing

Regulations. Its terms of reference are as follows:

Powers of Audit Committee

The Audit Committee shall have powers, including the following:

- to investigate any activity within its terms of reference;
- to seek information from any employee;
- to obtain outside legal or other professional advice;
- to secure attendance of outsiders with relevant expertise, if it considers necessary; and
- such other powers as may be prescribed under the Companies Act and SEBI Listing Regulations.

Role of Audit Committee

The role of the Audit Committee shall include the following:

1. The recommendation for appointment, remuneration and terms of appointment of auditors of the company;
2. Oversight of the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible.
3. Reviewing, with the management, the annual financial statements before submission to the board for approval, with particular reference to:
 - 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;
 - Changes, if any, in accounting policies and practices and reasons for the same;
 - Major accounting entries involving estimates based on the exercise of judgment by management;
 - Significant adjustments made in the financial statements arising out of audit findings;
 - Compliance with listing and other legal requirements relating to financial statements;
 - Disclosure of any related party transactions;
 - Qualifications in the draft audit report; and
 - Review and monitor the auditor's independence and performance, and effectiveness of audit process.
4. Approval or any subsequent modification of transactions of the company with related parties;
5. To oversee and review the functioning of the vigil mechanism which shall provide for adequate safeguards against victimization of employees and directors who avail of the vigil mechanism and also provide for direct access to the Chairperson of the Audit Committee in appropriate and exceptional cases
6. 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.
7. Call for comments of the auditors about internal control systems, scope of audit including the observations of the auditor and review of the financial statements before submission to the Board;
8. To look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors.
9. Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern.
10. Discussion with internal auditors any significant findings and follow up there on.

11. Examination of the financial statement and the auditors' report thereon;
12. Approval or any subsequent modification of transactions of the company with related parties;
13. Approval of appointment of CFO (i.e., the whole-time Finance Director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience & background, etc. of the candidate.
14. Reviewing, with the management, the quarterly and half yearly financial statements before submission to the board for approval
15. Scrutiny of inter-corporate loans and investments;
16. Discussion with internal auditors of any significant findings and follow up there on;
17. 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;
18. Discussion with statutory auditors, internal auditors, secretarial auditors and cost auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
19. Valuation of undertakings or assets of the company, wherever it is necessary;
20. Evaluation of internal financial controls and risk management systems;
21. Reviewing, with the management, the statement of uses / application of funds raised through an issue (public issue, right issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document/Draft Prospectus/ Prospectus /notice and the report submitted by the monitoring agency monitoring the utilization of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter.
22. The Committee may call for the comments of the auditors about internal control systems, the scope of audit, including the observations of the auditors and review of financial statement before their submission to the Board and may also discuss any related issues with the internal and statutory auditors and the management of the company.
23. The Committee shall have authority to investigate into any matter in relation to the items specified above or referred to it by the Board and for this purpose shall have power to obtain professional advice from external sources and have full access to information contained in the records of the company.
24. To investigate any other matters referred to by the Board of Directors;
25. Carrying out any other function as is mentioned in the terms of reference of the Audit Committee.
26. Carrying out any other function as may be required / mandated as per the provisions of the Companies Act, 2013, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and/or any other applicable laws;
27. Reviewing the utilization of loan and/or advances from investment by the holding company in the subsidiary exceeding ₹ 10,000 lakhs or 10% of the asset size of the subsidiary, whichever is lower including existing loans / advances /investments;
28. the Audit Committee shall mandatorily review the following information:
 - i. Management discussion and analysis of financial information and results of operations;
 - ii. Statement of significant related party transactions (as defined by the Audit Committee), submitted by the management;

- iii. Management letters / letters of internal control weaknesses issued by the statutory auditors;
- iv. Internal audit reports relating to internal control weaknesses; and
- v. The appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the Audit Committee.

Nomination and Remuneration Committee

The Nomination and Remuneration committee was re-constituted by a resolution of our Board dated October 11, 2023. The Nomination and Remuneration Committee is in compliance with Section 178 of the Companies Act and Regulation 19 of the SEBI Listing Regulations.

The current constitution of the Nomination and Remuneration committee is as follows:

Name of Director	Position in the Committee	Designation
Priyanka Yadav	Chairman	Independent Director
Deepak Kumar	Member	Non-Executive Director
Rajvirendra Singh Rajpurohit	Member	Independent Director

The scope and function of the Nomination and Remuneration Committee, adopted pursuant to a resolution of our Board dated March 25, 2022, is in accordance with Section 178 of the Companies Act, 2013 read with Regulation 19 of the SEBI Listing Regulations. Its terms of reference are as follows:

1. Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the Board a policy relating to the remuneration of the directors, key managerial personnel and other employees ("Remuneration Policy").

The Nomination and Remuneration Committee, while formulating the above policy, should ensure that:

- (i) the level and composition of remuneration be reasonable and sufficient to attract, retain and motivate directors of the quality required to run our Company successfully
 - (ii) relationship of remuneration to performance is clear and meets appropriate performance benchmarks; and
 - (iii) remuneration to directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short- and long-term performance objectives appropriate to the working of the Company and its goals;
2. Formulation of criteria for evaluation of independent directors and the Board;
 3. Devising a policy on Board diversity;
 4. Identifying persons who are qualified to become directors and who may be appointed in senior management in accordance with the criteria laid down, and recommend to the Board their appointment and removal and carrying out evaluation of every director's performance (including independent director);
 5. Analysing, monitoring and reviewing various human resource and compensation matters;
 6. Deciding whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of independent directors;
 7. Determining the Company's policy on specific remuneration packages for executive directors including pension rights and any compensation payment, and determining remuneration packages of such directors;
 8. Recommending to the board, all remuneration, in whatever form, payable to senior management and other staff, as deemed necessary;
 9. Carrying out any other functions required to be carried out by the Nomination and Remuneration Committee as contained in the SEBI Listing Regulations or any other applicable law, as and when

- amended from time to time;
10. Reviewing and approving the Company's compensation strategy from time to time in the context of the then current Indian market in accordance with applicable laws;
 11. Perform such functions as are required to be performed by the compensation committee under the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014, if applicable;
 12. Perform such other activities as may be delegated by the Board or specified/ provided under the Companies Act, 2013 to the extent notified and effective, as amended or by the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended or by any other applicable law or regulatory authority. The Nomination and Remuneration Committee is required to meet at least once in a year under Regulation 19(3A) of the SEBI Listing Regulations.

Stakeholders' Relationship Committee

The Stakeholders' Relationship Committee was constituted by a resolution of our Board dated October 11, 2023. The Stakeholders' Relationship Committee is in compliance with Section 178 of the Companies Act and Regulation 20 of the SEBI Listing Regulations.

The current constitution of the Stakeholders' Relationship Committee is as follows:

Name of Director	Position in the Committee	Designation
Priyanka Yadav	Chairman	Independent Director
Pravinkumar Brijendra Kumar Agarwal	Member	Managing Director and Chairman
Rajvirendra Singh Rajpurohit	Member	Independent Director

The scope and function of the Stakeholders' Relationship Committee adopted pursuant to a resolution of our Board dated October 11, 2023 is in accordance with Regulation 20 of the SEBI Listing Regulations. Its terms of reference are as follows:

1. Resolving the grievances of the security holders of the listed entity including complaints related to transfer of shares or debentures, including non-receipt of share or debenture certificates and review of cases for refusal of transfer / transmission of shares and debentures, non-receipt of annual report or balance sheet, non-receipt of declared dividends, issue of new/duplicate certificates, general meetings etc. and assisting with quarterly reporting of such complaints;
2. Review of measures taken for effective exercise of voting rights by shareholders;
3. Investigating complaints relating to allotment of shares, approval of transfer or transmission of shares, debentures, or any other securities;
4. Giving effect to all transfer/transmission of shares and debentures, dematerialisation of shares and re-materialisation of shares, split and issue of duplicate/consolidated share certificates, compliance with all the requirements related to shares, debentures and other securities from time to time;
5. Review of adherence to the service standards adopted by the listed entity in respect of various services being rendered by the registrar and share transfer agent of the Company and to recommend measures for overall improvement in the quality of investor services;
6. Review of the various measures and initiatives taken by the listed entity for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants/annual reports/statutory notices by the shareholders of the company; and
7. Carrying out such other functions as may be specified by the Board from time to time or

specified/provided under the Companies Act or SEBI Listing Regulations, or by any other regulatory authority. The Stakeholders' Relationship Committee is required to meet at least once in a year under Regulation 20(3A) of the SEBI Listing Regulations.

Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee was re constituted by a resolution of our Board dated October 11, 2023. The current constitution of the Corporate Social Responsibility committee is as follows:

Name of Director	Position in the Committee	Designation
Pravinkumar Brijendra Kumar Agarwal	Chairman	Managing Director and Chairman
Venkateshkumar Krishnamurthy Tirupatipanyam	Member	Independent Director
Rajvirendra Singh Rajpurohit	Member	Independent Director

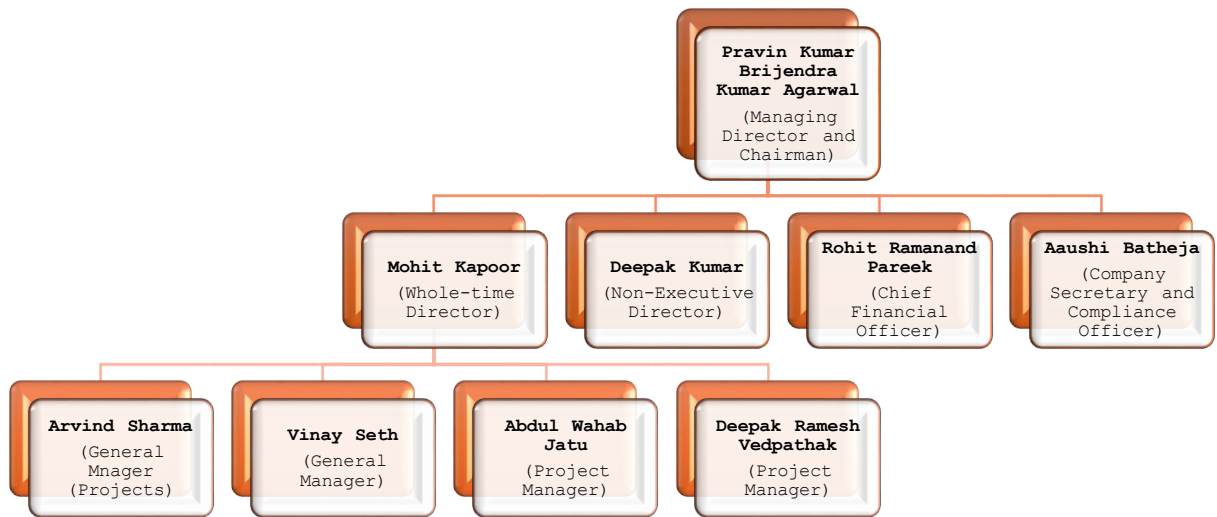
The scope and function of the Corporate Social Responsibility Committee adopted pursuant to a resolution of our Board dated March 25, 2022 is in accordance with Section 135 of the Companies Act, 2013. Its terms of reference are as follows:

1. formulate and recommend to the Board, a "Corporate Social Responsibility Policy" which shall indicate the activities to be undertaken by the Company as specified in Schedule VII of the Companies Act, 2013 and the rules made thereunder, as amended, monitor the implementation of the same from time to time, and make any revisions therein as and when decided by the Board;
2. identify corporate social responsibility policy partners and corporate social responsibility policy programmes;
3. review and recommend the amount of expenditure to be incurred on the activities referred to in clause (a) and the distribution of the same to various corporate social responsibility programs undertaken by the Company;
4. delegate responsibilities to the corporate social responsibility team and supervise proper execution of all delegated responsibilities;
5. review and monitor the implementation of corporate social responsibility programmes and issuing necessary directions as required for proper implementation and timely completion of corporate social responsibility programmes;
6. any other matter as the Corporate Social Responsibility Committee may deem appropriate after approval of the Board or as may be directed by the Board, from time to time, and
7. exercise such other powers as may be conferred upon the Corporate Social Responsibility Committee in terms of the provisions of Section 135 of the Companies Act.

(The remainder of this page has intentionally been left blank)

MANAGEMENT ORGANISATION CHART

The Management Organization Structure of the company is depicted from the following chart:



(The remainder of this page has intentionally been left blank)

Key Managerial Personnel

In addition to, our Managing Director and Chairman, Pravinkumar Brijendra Kumar Agarwal and Mohit Kapoor whose details are provided in "*Our Management - Brief profiles of our Directors*" on page 191 of this Draft Red Herring Prospectus, the details of our other Key Managerial Personnel as on the date of this Draft Red Herring Prospectus are as set forth below:

Rohit Ramanand Pareek, aged 43 years is the Chief Financial Officer of our Company, since January 30, 2023. He holds Bachelor's degree in Commerce (Honours) from Mumbai University from the on December 27, 2001. He has over 22 years of experience in the field of accounts. He currently looks into the financial affairs of the company.

Aausi Batheja, aged 33 years is the Company Secretary and Compliance Officer of our Company since September 8, 2023. She is an associate member of the Institute of Company Secretaries of India since 2017. She holds a Bachelor's degree in Commerce from Punjab University on May 31, 2011 and a Master's degree in Business Administration from Punjabi University, Patiala on April 02, 2014. She is responsible for ensuring compliance with statutory and regulatory requirements in our Company. She has over 5 years of experience in secretarial matters.

Senior Management Personnel

The details of our senior management personnel are as follows:

Arvind Sharma - General Manager (Projects) is a Qualified Senior Engineer, and has been associated with our Company since March 1, 2021. He is posted at Delhi and is in charge of maintenance of Delhi Police Headquarter Project, a 17-storey interconnected twin tower project constructed by us. In addition to this existing project, he is working on feasibility and readiness of all the upcoming projects in the NCR region. He obtained his Diploma in Electronics and Telecommunications Engineering from LLRM Polytechnic College, Ajitwal (Moga) in 2012.

Vinay Seth - General Manager is a Qualified finance professional, and has been associated with our Company since June 20, 2016. He has obtained a Bachelors in Commerce (Honours Course) from the University of Delhi in 1975. He is an Ex- Banker, heading Strategy, administration, correspondence & documentation, client co-ordination and PR of the Company in the NCR Region. He has been instrumental in timely execution of construction of Delhi Police Headquarter Project along with smooth handling of Client i.e. Delhi Police on a day to day basis for all project related matters. He obtained his Bachelor's degree in Commerce from University of Delhi in 1975.

Abdul Wahab Jatu - Project Manager is having more than 20 years of Experience in Construction Projects and now handling the company's construction project of Maharashtra Maritime Board at Bandra, Mumbai and Garuda Shatrunjay at Borivali West. He is responsible for implementing engineering designs, working drawings, BoQ specifications at the construction projects apart from supervisory role.

Deepak Ramesh Vedpathak - Project Manager is having more than 18 years of Experience in Construction Projects and handling the company's construction project of Option World at Santacruz west, Mumbai. He has been associated with our Company since March 10, 2023 and is responsible for coordination with the contractor, agencies for planning and execution at the site along with material management and MIS preparation.

Relationships among Key Managerial Personnel, and with Directors

None of our Key Managerial Personnel are related to each other or to the Directors of our Company.

Attrition Rate of the Key Managerial Personnel and Senior Managerial Personnel

The Attrition Rate of the Key Managerial Personnel and Senior Managerial Personnel is consistent with the industry standard.

Arrangements and understanding with major shareholders, customers, suppliers or others

None of our Key Managerial Personnel have been selected pursuant to any arrangement or understanding with any major Shareholders, customers or suppliers of our Company, or others.

Changes in the Key Managerial Personnel in last three years

Except as mentioned below, and as specified in "*Our Management - Changes to our Board in the last three years*" on page 194 there have been no changes in the Key Managerial Personnel in the last three years:

Name	Date of change	Reason
Shivali Mishra	March 01, 2021	Appointment as Company Secretary and Compliance Officer of our Company
Nayana Sunil Edvankar	December 20, 2021	Appointed as Chief Financial Officer
Nayana Sunil Edvankar	January 02, 2023	Resignation as Chief Financial Officer
Rohit Ramanand Parikh	January 30, 2023	Appointed as Chief Financial Officer
Shivali Mishra*	August 31, 2023	Resignation as Company Secretary
Aaushi Batheja	September 8, 2023	Appointment as Company Secretary and Compliance Officer of our Company

**The Company has submitted clarification vide DIR 12 / SRN at the time of taking note of resignation of Ms Shivali Mishra and appointment of Ms Aaushi Bhatheja stating that due to technical issues with MCA website, Mr Dhiraj Agarwal was shown as the Company Secretary and Ms Shivali Mishra was shown as "resigned" although the resignation letter / DIR -12 was not filed for Ms Shivali Mishra.*

Status of Key Managerial Personnel and Senior Management Personnel

As on the date of this Draft Red Herring Prospectus, all our Key Managerial Personnel and Senior Management Personnel are permanent employees of our Company.

Service contracts with Key Managerial Personnel and Senior Management Personnel

Our Key Managerial Personnel and Senior Management Personnel have not entered into any service contracts with our Company which include termination or retirement benefits.

Retirement and termination benefits for Key Managerial Personnel and Senior Management Personnel

Except statutory benefits upon termination of their employment in our Company or superannuation, none of the Key Managerial Personnel and Senior Management Personnel is entitled to any benefit upon termination of employment or superannuation.

Shareholding of the Key Managerial Personnel and Senior Management Personnel

Other than the shareholding of our Managing Director and Chairman, Pravinkumar Brijendra Kumar Agarwal in our Company, as disclosed in section "*Capital Structure*" on page 88 of this Draft Red Herring Prospectus, none of our other Key Managerial Personnel and Senior Management Personnel hold any Equity Shares in our Company.

Contingent and deferred compensation payable to Key Managerial Personnel and Senior Management Personnel

As on the date of this Draft Red Herring Prospectus, there is no contingent or deferred compensation which accrued to our Key Managerial Personnel and Senior Management Personnel for Financial Year 2023, which does not form part of their remuneration for such period.

Bonus or profit-sharing plan of the Key Managerial Personnel and Senior Management Personnel

Our Company has no bonus or profit-sharing plan in which the Key Managerial Personnel and Senior Management Personnel participate except for our Managing Director and Chairman, Pravinkumar Brijendra Kumar Agarwal.

For details regarding the profit sharing plan for Pravinkumar Brijendra Kumar Agarwal please refer to "*Our Management*" – "*Terms of Appointment of Our Directors*" – "*Bonus or profit-sharing plan for our Directors*"

on page 192.

Interest of Key Managerial Personnel and Senior Management Personnel

Our Key Managerial Personnel and Senior Management Personnel are interested in our Company only to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them during the ordinary course of their service. The Key Managerial Personnel and Senior Management Personnel may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of Equity Shares held in our Company, if any.

Employee Stock Option Plan and Employee Stock Option Scheme

As on the date of this Draft Red Herring Prospectus, our Company does not have any employee stock option plan or employee stock option scheme.

Payment or Benefit to officers of our Company (non-salary related) to our Key Managerial Personnel and Senior Management Personnel

No non-salary related amount or benefit has been paid or given within the two years preceding the date of this Draft Red Herring Prospectus or is intended to be paid or given to any officer of our Company, including our Directors, Key Managerial Personnel and Senior Management Personnel.

(The remainder of this page has intentionally been left blank)

OUR PROMOTER AND PROMOTER GROUP

Our Promoters

As on the date of this Draft Red Herring Prospectus, the Promoters of our Company are

1. Pravinkumar Brijendra Kumar Agarwal.
2. PKH Ventures Limited
3. Makindian Township Private Limited

For details, of the built-up of the Promoters shareholding in our Company, please see "*Capital Structure-Build up of Promoters' Shareholding in our Company*" on page 96.

Details of our Promoters are as follows:

Individual Promoter

Pravinkumar Brijendra Kumar Agarwal



Pravinkumar Brijendra Kumar Agarwal, aged 52 is the Managing Director and Chairman of our Company. He has been associated with our Company since September 21, 2010. For a complete profile of Pravinkumar Brijendra Kumar Agarwal, i.e., his date of birth, residential address, educational qualifications, professional experience in the business, positions/posts held in the past and other directorships, special achievements, ventures, business, and other financial activities, see "*Our Management*" on page 188.

His PAN is AAEP2401K

Our Company confirms that the permanent account number, bank account number(s), passport number, Aadhar and Driving License of our Individual Promoter, Mr. Pravinkumar Brijendra Kumar Agarwal shall be submitted to the Stock Exchanges at the time of filing the Draft Red Herring Prospectus.

Corporate Promoters

1. **PKH Ventures Limited**

Corporate Information

PKH Ventures was originally incorporated as 'P. K. Hospitality Services Private Limited' on March 23, 2000, as a private limited company, in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a Certificate of Incorporation dated March 23, 2000 issued by the Registrar of Companies, Maharashtra at Mumbai ("**RoC**"). Thereafter, the name of the Company was changed to 'PKH Ventures Private Limited' pursuant to a special resolution passed by the shareholders of the Company held on May 26, 2021 and a fresh Certificate of Incorporation dated June 10, 2021 was issued to the Company by the RoC. Subsequently, the Company was converted to a public limited company, pursuant to a special resolution passed by the shareholders at the extra ordinary general meeting held on August 7, 2021 and the name of the Company was changed to 'PKH Ventures Limited' vide fresh Certificate of Incorporation dated August 20, 2021. The CIN Number of the Company is U55100MH2000PLC125158. The Registered Office of the Company is located at 201, A Wing, Fortune 2000, C-3, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India. Our Promoter is engaged in the business of Hospitality Services.

Our promoter made an initial public offering (as defined under the SEBI ICDR Regulations) of securities in the three years preceding the date of this Draft Red Herring Prospectus, but has withdrawn the document. As on the date of this Draft Red Herring Prospectus, the shares of PKH Ventures Limited are not listed on any stock exchange.

Nature of Activities

Our Promoter Company, post incorporation in the year 2000, was managing and operating restaurants and food supply chains at various airports across the country. The knowledge and experience of providing these services laid the foundation for the hospitality vertical. Our Promoter is in the hospitality business managing hotels and restaurants.

Board of Directors

The Board of Directors of our Promoter comprises of the following members:

Sr. No.	Name	Designation
1	Pravinkumar Brijendra Kumar Agarwal	Managing Director and Chairman
2	Kingston Eric Mendes	Whole Time Director
3	Priyanka Yadav	Independent Director
4	Rajvirendra Singh Rajpurohit	Independent Director

Change in Control

There has been no change in control of our Promoter. Mr. Pravinkumar Brijendra Kumar Agarwal is one of the original promoters of our Promoter Company and he acquired the shareholding in our Promoter Company from his brothers, Sudhir Kumar Agarwal and Alok Kumar Agarwal, who were co-promoters of the Company under a family settlement in March 2017.

Shareholding Pattern

The Authorised Share Capital of our Promoter is 25,00,00,000 Equity Shares of ₹ 2/- each aggregating to Rs.50,00,00,000. The issued, subscribed and paid-up capital of our Promoter is 15,99,80,200 Equity Shares of Rs.2/- each aggregating to ₹ 31,99,60,400.

Details of the promoter and promoter group of our Promoter

The promoter of our Holding Company is Mr Pravinkumar Brijendra Kumar Agarwal holding 10,18,91,700 Equity Shares constituting 63.69% of the issued and paid-up capital of the Company. Mr. Pravin Kumar Brijendra Kumar Agarwal is the Significant Beneficial Owner of our Promoter or the natural person in control of our Promoter. Further, Ayesspea Holdings and Investments Private Limited is holding 4,94,68,000 Equity Shares constituting 30.92% and Deepa Travels Private Limited is holding 86,00,000 Equity Shares constituting 5.38%.

The shareholding pattern of PKH Ventures is as under:

Sr. No.	Name of the Shareholder	Number of Shares held	Percentage of Shareholding (%)
1	Pravinkumar Brijendra Kumar Agarwal	10,18,91,700	63.69
2	Ayesspea Holdings and Investments Private Limited	4,94,68,000	30.92
3	Deepa Travel Private Limited	86,00,000	5.38
4	Aroma Coffees Private Limited	18,000	0.01
5	Jyotsna Agarwal	2,000	Negligible
6	Garuda Aviation Services Private Limited	250	Negligible
7	Yashvikram Infrastructure Private Limited	250	Negligible
	Total	15,99,80,200	100.00

The shareholding pattern of Ayesspea Holdings and Investments Private Limited is as under:

Sr. No.	Name of the Shareholder	Number of Shares held	Percentage of Shareholding (%)
1	Pravinkumar Brijendra Kumar Agarwal	1,40,000	2.82
2	Jyotsna Pravin Agarwal	10,000	0.20
3	Yashvikram Infrastructure Private Limited	5,000	0.10
4	Grauda Aviation Services Private Limited	18,45,000	37.20
5	Seashell Venture Private Limited	17,00,000	34.28
6	PKSS Infrastructure Private Limited	11,12,100	22.42
7	Sevenhills Buildcon Private Limited	1,47,400	2.97
	Total	49,59,500	100.00

Further the preference share holding pattern of Ayesspea Holdings And Investments Private Limited is as under:

Sr. No.	Name of the Shareholder	Number of Shares held	Face Value (in Rs. per share)	Percentage of Shareholding (%)
1	Seven Hills Buildcon Private Limited	2,00,000	10/-	100.00

Our Company confirms that the permanent account number, bank account number, company registration number and the address of the Registrar of Companies where PKH Ventures Limited is registered, shall be submitted to the Stock Exchanges at the time of filing the Draft Red Herring Prospectus.

2. Makindian Township Private Limited

Corporate Information

Makindian Township Private Limited was originally incorporated as 'Makindian Foods Private Limited' on, as a private limited company, in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a Certificate of Incorporation dated July 19, 2007 issued by the Registrar of Companies, Maharashtra at Mumbai ("RoC"). Thereafter, the name of the Company was changed to 'Makindian Township Private Limited' pursuant to a fresh Certificate of Incorporation dated June 02, 2022 was issued to the Company by the RoC. The CIN Number of the Company is U70100MH2007PTC172508. The Registered Office of the Company is located at 142, Garuda House, Upper Govind Nagar, Malad (East), Mumbai – 400097, Maharashtra. Our Promoter company is in the business of construction and development.

Nature of Activities

Makindian Township is in the business of builders and developers. However, it has not carried any business activity during the financial year ended March 31, 2022.

Board of Directors

The Board of Directors of our Promoter comprises of the following members:

Sr.No.	Name	Designation
1	Pravinkumar Brijendra Kumar Agarwal	Director
2	Rudolf John Correa	Whole Time Director

Change in Control

There has been no change in control of our Promoter company. PKH Ventures Limited holds the entire share capital and Mr Pravinkumar Brijendra Kumar Agarwal is the promoters of PKH Ventures Limited.

Shareholding Pattern

The Authorised Share Capital of Makindian Township Private Limited is 10,00,000 Equity Shares of ₹ 10/- each aggregating to Rs.1,00,00,000. The issued, subscribed and paid-up capital of our Promoter is 10,00,000 Equity Shares of Rs.10/- each aggregating to ₹ 1,00,00,000.

Details of the promoter and promoter group of our Promoter

The promoter of Makindian Township Private Limited is PKH Ventures Limited along with its nominee holds the entire share capital of 10,00,000 Equity Shares of ₹10 each.

The shareholding pattern of PKH Ventures is as under:

Sr. No.	Name of the Shareholder	Number of Shares held	Percentage of Shareholding (%)
1	PKH Ventures Limited	9,99,999	100.00
2	Nominee – Mr Pravinkumar Brijendra Kumar Agarwal	1	Negligible
	Total	10,00,000	100.00

Details of Compulsorily Convertible Debentures Issued

Makindian Township Private Limited has issued 19,00,000 Compulsorily Convertible Debentures (CCD) of the Face Value of ₹100 each aggregating to ₹ 1900.00 lakhs. Each CCD is convertible into equity shares of ₹ 10 each at a value to be determined under Income Tax Act and Rules on or before March 31, 2024. These debentures are held by PKH Ventures Limited.

Our Company confirms that the permanent account number, bank account number, company registration number and the address of the Registrar of Companies where Makindian Township Private Limited is registered, shall be submitted to the Stock Exchanges at the time of filing the Draft Red Herring Prospectus.

Change in Control of our Company

There has been no change in control of our Company. Mr Pravinkumar Brijendra Kumar Agarwal is one of the original promoters of our Company and our Promoter Company. Our Corporate Promoter acquired the shareholding in our Company from Ayesspea Holdings and Investments Private Limited on April 02, 2020 at ₹ 14.58/- per share and from Mr Pravinkumar Brijendra Kumar Agarwal on September 21, 2021 at ₹ 18.47/- per share. The ultimate beneficial owner of our Corporate Promoter and Ayesspea Holdings and Investments Private Limited is Mr Pravinkumar Brijendra Kumar Agarwal. For details, please see "*Capital Structure*" on Page 188.

Interests of Promoter

Our Promoters are interested in our Company (i) to the extent that it has promoted our Company (ii) to the extent of its shareholding in our Company, (iii) to the extent of the shareholding of its promoters, their relatives and other entities promoted by him and invested in our company, and the dividend payable, if any and other distributions in respect of the Equity Shares held by them. For details of the shareholding of our Promoters in our Company, see "*Capital Structure*" on page 188. For further details of interest of our Promoters in our Company, see "*Our Management*" and "*Restated Financial Statements*" on pages 188 and 220 respectively.

Interest of Our Promoters in the property of the Company

Our Promoters have no interest in any property acquired in the three years preceding the date of this Draft Red Herring Prospectus or proposed to be acquired by our Company, or in any transaction by our

Company for acquisition of land, construction of building or supply of machinery.

Interest of Promoter in acquisition of land, construction of building and supply of machinery, etc

Our Promoter, Pravinkumar Brijendra Kumar Agarwal will be deemed to be interested directly and/or indirectly in three contracts entered into by our Company. For further details on these contracts see, "***Our Management***" on page 188

Apart from as stated above, our Promoters do not have any interest in any transaction by our Company for acquisition of land or construction of building, during the three (3) years preceding the date of this Draft Red Herring Prospectus. For further details, see "***Our Business***" on page 147. Further, except as stated in "***Restated Financial Statements – Note 35. - Related Party Transactions***" on page 255 and to the extent set out above under " – *Interests of Directors*", our Promoter do not have any other interest in our business.

Interest of our Promoters in our Company arising out of being a member of a firm or company

Our Promoter, Pravinkumar Brijendra Kumar Agarwal holds directorship in other companies which form a part of group companies for our company. For a list of the interested entities see "***Our Management***" on Page 188 of this Draft Red Herring Prospectus

Apart from as stated above, our Promoters are not interested as a member in any firm or company which has any interest in our Company. Further, no sum has been paid or agreed to be paid to our Promoter or to any firm or company in which our Promoter is interested as a member in cash or shares or otherwise by any person either to induce our Promoter or to become or qualify them as a promoter otherwise for services rendered by our Promoter or by such firm or company in connection with the promotion or formation of our Company.

Companies or firms with which our Promoter has disassociated in the last three years.

Except for the following, our Promoter has not disassociated themselves from any other company or firm in the three years preceding the date of this Draft Red Herring Prospectus:

Sr. No.	Name of the entity	Date of Disassociation	Reason
1.	PK Sports Ventures Private Limited	August 11, 2023	Sale of shareholding
2.	Electro Force (India) Limited	August 31, 2023	Cessation of Directorship
3.	Artemis Electricals and Projects Limited	June 7, 2023	Cessation of Directorship
4.	Xanadu Foods Limited	September 12, 2022	Cessation of Directorship
5.	Golden Chariot Hospitality Services Private Limited	April 2, 2021	Cessation of Directorship
6.	Garuda Aviation Services Private Limited	October 29, 2021	Cessation of Directorship

Experience in the business of our Company

Our Promoter has adequate experience in the business of our Company.

Other ventures of our Promoters

Other than as disclosed in the section "***Our Management – Other Directorships***" on page 188 and our Promoter Group entities, our Promoters are not involved in any other ventures

Payment or Benefits to our Promoter or Promoter Group

Except as disclosed herein and as stated in "***Restated Financial Statements***" at page 220 there has been

no payment or benefits by our Company to our Promoters or any of the members of the Promoter Group during the two years preceding the date of this Draft Red Herring Prospectus nor is there any intention to pay or give any benefit to our Promoter or Promoter Group as on the date of this Draft Red Herring Prospectus.

Material Guarantees

Our Promoters have not given any material guarantee to any third party, in respect of the Equity Shares, as of the date of this Draft Red Herring Prospectus.

Our Promoter Group

Individuals forming part of the Promoter Group

With regards to our Promoter, Pravinkumar Brijendra Kumar Agarwal, the following individuals form part of our Promoter Group:

Name of Individual	Relationship with the Promoter
Late Brijendra Kumar Agarwal	Father
Late Urmila Devi	Mother
Jyotsna Agarwal	Spouse
Manav Agarwal	Son
Anjali Agarwal	Daughter
Sudhir Kumar Agarwal	Brother
Alok Agarwal	Brother
Madhubala Agarwal	Sister
Late Ram Gopal Goel	Spouse's Father
Vrinda Goel	Spouse's Mother
Roshna Garg	Spouse's Sister
Vikas Goyal	Spouse's Brother

Entities forming part of our Promoter Group

As per Regulation 2(1)(pp)(iv) of the SEBI (ICDR) Regulations, 2018, the following Companies/Trust/Partnership firms/HUFs or Sole Proprietorships are forming part of our Promoter Group.

Sr. No.	Name of Companies
1	Aroma Coffees Private Limited
2	Artemis Electricals and Projects Limited (Formerly, Artemis Electricals Limited)
3	Artemis Greenpower Private Limited
4	Ayesspea Holdings and Investments Private Limited
5	Deepa Travel Private Limited
6	Electro Force (India) Limited
7	Electroplast India Private Limited
8	Eternal Infra Private Limited
9	Floral Colours and Stationery Private Limited
10	Frontier Suppliers Private Limited
11	Valaji Fruitnatic Pvt Ltd
12	Garuda Amusements Park (Nagpur) Private Limited
13	Garuda Aviation Services Private Limited
14	Garuda Buildinfra Private Limited

Sr. No.	Name of Companies
1515	Garuda Finsec Advisory Private Limited (Formerly known as, Dforce Electro Werke Private Limited)
16	Garuda Lifestyle Private Limited
17	Garuda Sports Venture Private Limited
18	Garuda Urban Remedies Limited
19	GC Leisure Private Limited
20	GLS Electrovision Private Limited
21	Golden Chariot Hospitality Services Private Limited
22	Golden Chariot Organics Pharma (India) Private Limited
23	Golden Chariot Retreats and Infra Private Limited
24	Halaipani Hydro Project Private Limited
25	Herriot Global Lifestyle Private Limited
26	Makindian Township Private Limited (Formerly known as, Makindian Foods Private Limited)
27	P. K. Global Amusement Park Limited
28	PK Global Trends Private Limited
29	PK Sports Ventures Private Limited
30	PKH Hotel and Resorts Private Limited
31	PKH MP Convention Centre Private Limited
32	PKH Ventures Limited
33	Poonam Anjali Ventures Private Limited
34	Rikved Education Private Limited
35	Saraswati Comtech Private Limited
36	Seashell Venture Private Limited
37	Vinayak Cement Corporation Limited
38	Vriti Infrastructure Private Limited
39	Waive Premises Private Limited
40	Yajurved Education Private Limited
41	Yashvikram Infrastructure Private Limited
Sr. No.	Name of Promoter Group Entities
1	Pravin Kumar Agarwal HUF
2	Priyanka Allied Services
3	Wish Beauty Parlour
4	Wish Hair & Spa

(The remainder of this page has intentionally been left blank)

OUR GROUP COMPANIES

In terms of the SEBI ICDR Regulations and the applicable accounting standards, the term "group companies", shall include (i) such companies (other than the Promoter(s) with which there were related party transactions during the period for which financial information is disclosed, as covered under applicable accounting standards, and (ii) also other companies considered material by the board of directors of the issuer company.

Accordingly, all such companies with which our Company has related party transactions as per the Restated Financial Information, 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.

Further, in respect of (ii) above, our Board, pursuant to its materiality policy adopted at the Board Meeting held on October 11, 2023 decided that Group Companies shall include the companies, other than our Promoter with which there were related party transactions (in accordance with Ind AS 24), as disclosed in the Restated Financial Statements and no other companies shall be considered as 'material' to our Company and ought to be classified as 'Group Companies' of our Company.

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 in '*Audited Financial Information*'. Our Company is providing links to such website solely to comply with the requirements specified under the SEBI ICDR Regulations.

Based on the parameters outlined above, our Board in its meeting dated October 11, 2023, has identified the following companies as our Group Companies:

1. Artemis Electricals and Projects Limited
2. Artemis Opto Electronic Technologies Private Limited
3. Aroma Coffees Private Limited
4. Ayesspea Holdings and Investments Private Limited
5. Garuda Sports Venture Private Limited
6. Garuda Finsec Advisory Private Limited
7. Electro Force (India) Limited
8. Eternal Building Assets Private Limited
9. Garuda Aviation Services Private Limited
10. Garuda Buildinfra Private Limited
11. Garuda Lifestyle Private Limited
12. Garuda Urban Remedies Limited
13. GLS Electrovision Private Limited
14. Golden Chariot Hospitality Services Private Limited
15. Golden Chariot Retreat and Infra Private Limited
16. Kwaliti Marbles & Handicrafts India Private Limited
17. Magnolia Buildcon Private Limited*
18. NS Patil Developers Private Limited
19. PK Global Trends Private Limited
20. PKSS Infrastructure Private Limited
21. Poonam Anjali Ventures Private Limited
22. Rudraksha Landscapes Private Limited
23. Seashell Venture Private Limited
24. Seven Hills Buildcon Private Limited

Note: * Ceased to be our Group Company with effect from September 27, 2021 due to sale of the entire shareholding to a third party.

A. Details of top five Group Companies

Set out below are details of our top five Group Companies based on turnover.

1. Artemis Electricals and Projects Limited

Corporate Information

Artemis Electricals and Projects Limited was incorporated on October 26, 2009 under the provisions of Companies Act, 1956 as a private limited company. Subsequently, its name was changed to 'Artemis Electricals Limited' consequent to its conversion into a public limited company, pursuant to a fresh certificate of incorporation dated August 27, 2015 issued by the Registrar of Companies, Maharashtra at Mumbai. Thereafter, its name changed to 'Artemis Electricals and Projects Limited', pursuant to a fresh certificate of incorporation dated August 25, 2021 issued by the Registrar of Companies, Maharashtra at Mumbai. The CIN of Artemis is L51505MH2009PLC196683. Its registered office is located at Artemis Complex, Gala no. 105 & 108, National Express Highway, Vasai (East), Thane 401 208, Maharashtra, India. Its Equity Shares are listed on BSE Limited.

Audited Financial Information

In accordance with SEBI ICDR Regulations, certain financial information pertaining to (i) the details of reserves (excluding revalidation reserves), (ii) sales; (iii) profit/loss) after tax; (iv) earnings per share; (v) diluted earnings per shares; and (vi) net asset value in relation to Artemis Electricals and Projects Limited for the last three financial years, extracted from its audited financial statements is available at the website <http://www.artemiselectricals.com/annual-report.html>.

In accordance with SEBI ICDR Regulations, the financial information derived from the audited financial statements of Artemis Electricals and Projects Limited for the last three audited financial years are available on its website at <http://www.artemiselectricals.com/annual-report.html>.

2. Electro Force (India) Limited

Corporate Information

Electro Force (India) Limited was incorporated on June 14, 2010 under the provisions of Companies Act, 1956 as a private limited company. The Company was converted into a public limited company on May 11, 2023. The CIN of Electro Force (India) Private Limited is U51909MH2010PLC204214. Its registered office is located at 39/5, Mauje Waliv Vasai (East) Thane 401 208, Maharashtra, India. This entity has filed its Draft Prospectus with the NSE Emerge Platform on September 12, 2023 to list its equity shares on the SME platform of the NSE.

Audited Financial Information

In accordance with SEBI ICDR Regulations, certain financial information pertaining to (i) the details of reserves (excluding revalidation reserves), (ii) sales; (iii) profit/loss) after tax; (iv) earnings per share; (v) diluted earnings per shares; and (vi) net asset value in relation to Electro Force (India) Private Limited for the last three financial years, extracted from its audited financial statements (as applicable) is available at the website <https://electroforceindia.com/>.

3. Eternal Building Assets Private Limited

Corporate Information

Eternal Building Assets Private Limited was incorporated on November 26, 2012 under the provisions of the Companies Act, 1956. The CIN of Eternal Building Assets Private Limited is U70102MH2012PTC238291. Its registered office is located at 142, Garuda House, Upper Govind Nagar, Malad (East), Mumbai – 400 097, Maharashtra, India.

Audited Financial Information

In accordance with SEBI ICDR Regulations, certain financial information pertaining to (i) the details of reserves (excluding revalidation reserves), (ii) sales; (iii) profit/loss) after tax; (iv) earnings per share; (v) diluted earnings per shares; and (vi) net asset value in relation to Eternal Building Assets Private Limited for the last three financial years, extracted from its audited financial statements (as applicable) is available

at the website www.garudaconstructionengineering.com. This information is referred to as the "Group Company Financial Information". Our Company is providing a link to such website solely to comply with the requirements specified under the SEBI ICDR Regulations.

4. Golden Chariot Retreats and Infra Private Limited

Corporate Information

Golden Chariot Retreats and Infra Private Limited was incorporated on November 18, 2014 under the provisions of the Companies Act, 2013. The CIN of Golden Chariot Retreats and Infra Private Limited is U55204MH2014PTC259452. Its registered office is located at Shop no 23, The Hub Mall, Western Express Highway, Next to Nirlon, Goregaon (East) Mumbai 400 063, Maharashtra, India.

Audited Financial Information

In accordance with SEBI ICDR Regulations, certain financial information pertaining to (i) the details of reserves (excluding revalidation reserves), (ii) sales; (iii) profit/loss) after tax; (iv) earnings per share; (v) diluted earnings per shares; and (vi) net asset value in relation to Golden Chariot Retreats and Infra Private Limited for the last three financial years, extracted from its audited financial statements (as applicable) is available at the website www.garudaconstructionengineering.com. This information is referred to as the "Group Company Financial Information". Our Company is providing a link to such website solely to comply with the requirements specified under the SEBI ICDR Regulations.

5. Golden Chariot Hospitality Services Private Limited

Corporate Information

Golden Chariot Hospitality Services Private Limited was incorporated on March 21, 2000 under the provisions of the Companies Act, 1956. The CIN of Golden Chariot Hospitality Services Private Limited is U55204MH2000PTC125055. Its registered office is located at Shop no 23, The Hub Mall, Western Express Highway, Next to Nirlon, Goregaon (East) Mumbai 400 063, Maharashtra, India.

Audited Financial Information

In accordance with SEBI ICDR Regulations, certain financial information pertaining to (i) the details of reserves (excluding revalidation reserves), (ii) sales; (iii) profit/loss) after tax; (iv) earnings per share; (v) diluted earnings per shares; and (vi) net asset value in relation to Golden Chariot Hospitality Services Private Limited for the last three financial years, extracted from its audited financial statements (as applicable) is available at the website www.garudaconstructionengineering.com. This information is referred to as the "Group Company Financial Information". Our Company is providing a link to such website solely to comply with the requirements specified under the SEBI ICDR Regulations.

B. Details of our other Group Companies

1. Artemis Opto Electronic Technologies Private Limited

The registered office of Artemis Opto Electronic Technologies Private Limited is located at Artemis Complex, Gala no. 105 & 108, National Express Highway, Vasai (East), Thane 401 208, Maharashtra, India.

2. Aroma Coffees Private Limited

The registered office of Aroma Coffees Private Limited is located at 142, Garuda House, Upper Govind Nagar, Malad (East) Mumbai 400 097, Maharashtra, India.

3. Ayesspea Holdings and Investments Private Limited

The registered office of Ayesspea Holdings and Investments Private Limited is located at 142, Garuda House, Upper Govind Nagar, Malad (East) Mumbai 400 097, Maharashtra, India

4. Garuda Sports Venture Private Limited

The registered office of Garuda Sports Venture Private Limited is located at 142, Garuda House, Upper Govind Nagar, Malad (East) Mumbai 400 097, Maharashtra, India

5. Garuda Finsec Advisory Private Limited

The registered office of Garuda Finsec Advisory Private Limited is located at Building No. 1, Survey No. 39, Hissa No. 5, Waliv, Vasai (East) Thane 401 208, Maharashtra, India.

6. Garuda Aviation Services Private Limited

The registered office of Garuda Aviation Services Private Limited is located at 142, Garuda House, Upper Govind Nagar Malad (East), Mumbai 400 097 Maharashtra, India.

7. Garuda Buildinfra Private Limited

The registered office of Garuda Buildinfra Private Limited is located at 142, Row House, Upper Govind Nagar Malad (East), Mumbai 400 097 Maharashtra, India.

8. Garuda Lifestyle Private Limited

The registered office of Garuda Lifestyle Private Limited is located at Bldg No 1, Survey No 39, Hissa No 5, Waliv, Vasai (East) Thane 401 208, Maharashtra, India.

9. Garuda Urban Remedies Limited

The registered office of Garuda Urban Remedies Limited is located at 142, Garuda House, Upper Govind Nagar, Malad (East) Mumbai 400 097, Maharashtra, India.

10. GLS Electrovision Private Limited

The registered office of GLS Electrovision Private Limited is located at Bldg No 1, Survey No 39, Hissa No 5, Waliv, Vasai (East) Thane 401 208, Maharashtra, India.

11. Kwaliti Marbles & Handicrafts India Private Limited

The registered office of Kwaliti Marbles & Handicrafts India Private Limited is located at 211, 2nd Floor, Nigos Building, Plot No 1-2, Cama Industrial Estate, Near Petrol Pump, Western Express Highway, Goregaon (East), Mumbai – 400 063, Maharashtra, India.

12. Magnolia Buildcon Private Limited

The registered office of Magnolia Buildcon Private Limited is located at 211, Nigos Industrial Estate, Plot No 1&2, Cama Industrial Estate, Goregaon (East) Mumbai 400 063 (This information has been obtained from public source www.mca.gov.in as this entity has ceased to be our Group Company with effect from September 27, 2021)

13. NS Patil Developers Private Limited

The registered office of NS Patil Developers Private Limited is located at 5, Atlanta Estate, B wing, Ground Floor, Near Virwani Ind. Estate, Off G.M. Link Road, Goregaon (East), Mumbai 400 063, Maharashtra, India.

14. PKSS Infrastructure Private Limited

The registered office of PKSS Infrastructure Private Limited is located at shop no. 13, Nidhivan Co-op Housing Soc Ltd Plot no. 166, Upper Govind Nagar, Malad (East), Mumbai 400 097, Maharashtra, India.

15. Poonam Anjali Ventures Private Limited

The registered office of Poonam Anjali Ventures Private Limited is located at 1,2,3 Grishma Garden, Main Ambadi Road, Vasai (East) Thane 401 208, Maharashtra, India.

16. Rudraksha Landscapes Private Limited

The registered office of Rudraksha Landscapes Private Limited is located at 142, Garuda House, Upper Govind Nagar, Malad (East) Mumbai 400 097, Maharashtra, India.

17. Seven Hills Buildcon Private Limited

The registered office of Seven Hills Buildcon Private Limited is located at 211, Nigos Industrial Estate, Plot No 1&2, Cama Industrial Estate, Goregaon (East) Mumbai 400 063, Maharashtra, India.

18. PK Global Trends Private Limited

The registered office of PK Global Trends Private Limited is located at 5, Ground Floor, Garuda House, Atlanta Estate, Near Industrial Estate, Off G. M. Link Road, Goregaon (East), Mumbai 400 063, Maharashtra, India.

19. Seashell Venture Private Limited

The registered office of Seashell Venture Private Limited is located at 211, Nigos Industrial Estate, Plot No. 1 & 2, Cama Industrial Estate, Goregaon (East) Mumbai 400 063, Maharashtra, India.

C. Nature and Extent of Interest of our Group Companies

a) *In the promotion of our Company*

Our Group Companies do not have any interest in the promotion of our Company.

b) *In the properties acquired by our Company in the past three years before filing this Draft Red Herring Prospectus with SEBI or proposed to be acquired*

Our Group Companies are not 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.

c) *In transactions for acquisition of land, construction of building and supply of machinery*

Our Group Companies do not have any interest in any transaction by our Company for acquisition of land, construction of building, during the three (3) years except the Construction contract of Celebration Apartments at Aamby Valley City, Lonavala with Golden Chariot Retreat and Infra Private Limited, and an agreement with Eternal Building Assets Private Limited for the maintenance of the Delhi Police Headquarters, preceding the date of this Draft Red Herring Prospectus. For further details, see "**Our Business**" on page 147.

D. *Related Business Transactions within our Group Companies and significance on the financial performance of our Company*

Other than the arrangements/ transactions disclosed in the sections "**Our Business**" and "**Restated Financial Statements - Note 35 – Related Party Transactions**" on pages 147 and 255 respectively, our Group Companies do not have any business interest in our Company.

E. *Common Pursuits amongst the Group Companies and our Company*

As per the Memorandum of Association of our Group Companies, they are in the same business line of providing construction services as that of our Company, however their actual business is not derived from this sector.

For more details of our Group Companies and their common objects please refer to the "***Risk Factors***" on page 34.

F. *Business Interest of our Group Companies*

Except in the ordinary course of business and other than the business arrangements/ transactions disclosed in the sections "***Our Business***" and "***Restated Financial Statements – Note- 35 - Related party Transactions***" on pages 147 and 255 respectively, there are no other business arrangements/ transactions between our Company and Group Companies.

G. *Litigation*

Except as disclosed in the section "***Outstanding Litigation and other Material Developments***" on page 285, our Group Companies are not party to any pending litigation which has a material impact on our Company.

H. *Other Confirmations*

Except for Artemis Electricals and Projects Limited, which is listed on BSE Limited, and Electro Force India Limited., which has filed its DRHP on the NSE Emerge Platform on September 12, 2023 none of our Group Companies have any of their securities listed on any other stock exchange / propose to list their shares on the stock exchange.

(The remainder of this page has intentionally been left blank)

RELATED PARTY TRANSACTIONS

For details of the related party transactions during the four-months ended July 31, 2023, and during Fiscals 2023, 2022 and 2021, see "***Financial Statements – Note 35: Related Party Transactions***" on page 255.

(The remainder of this page has intentionally been left blank)

DIVIDEND POLICY

The declaration and payment of dividends, if any, will be recommended by our Board and approved by our Shareholders, at their discretion, in accordance with provisions of our Articles of Association and applicable law, including the Companies Act. Our Board approved the formal dividend policy of the Company, at the Board meeting held on October 11, 2023, which includes parameters to be considered by the Board for declaration of dividend, with an objective of rewarding the shareholders of the Company.

The dividend if any, will depend on a number of factors, including but not limited to standalone, or net operating profit after tax, operating cash flow, liquidity position, aggregate debt, debt service coverage position, loan repayment and working capital, and capital expenditure requirements, and other factors which are likely to have a significant impact on our Company. The consolidated profits earned by the Company may either be retained and used for various purposes by the Company, or it may be distributed to the Shareholders. There is no guarantee that any dividends will be declared or paid by our Company in the future. For details, see "**Risk Factors – Our ability to pay dividends in the future will depend on our earnings, financial condition, working capital requirements, capital expenditures and restrictive covenants of our financing arrangements.**" on page 48.

In addition, our ability to pay dividends may be impacted by a number of other factors, including restrictive covenants under the loan or financing documents, our Company is currently a party to or may enter into from time to time.

Our Company has not declared or paid any dividends in the last three Fiscal Years and until the filing of this Draft Red Herring Prospectus.

Our Company shall pay dividends, if declared, to the Shareholders in accordance with the provisions of the Companies Act, the Articles of Association and provisions of the SEBI Listing Regulations and other applicable laws. Our Company may pay dividend by cheque, electronic clearance service, as will be approved by our Board in the future. Our Company may also, from time to time, pay interim dividends.

(The remainder of this page has intentionally been left blank)

SECTION V – FINANCIAL INFORMATION

RESTATED FINANCIAL STATEMENTS

[Remainder of this page has been intentionally left blank]

To,
The Board of Directors,

Garuda Construction and Engineering Limited

(Formerly known as Garuda Construction and Engineering Private Limited)
142, Garuda House,
Upper Govind Nagar,
Malad (East), Mumbai – 400 097

Auditors' Report on Restated Financial Information in connection with the Initial Public Offering of Garuda Construction and Engineering Limited (Formerly known as Garuda Construction and Engineering Private Limited)

Dear Sirs,

1. We, Mittal Agarwal & Company, have examined the attached Restated Financial Information of **Garuda Construction and Engineering Limited** (Formerly known as Garuda Construction and Engineering Private Limited) (the "Company"), comprising the Restated Statement of Assets and Liabilities as at 31 July 2023, 31 March 2023, 31 March 2022 and 31 March 2021, the Restated Statement of Profit and Loss (including other comprehensive income), the Restated Statement of Changes in Equity and the Restated Cash Flow Statement for the period ended 31 July 2023 and for the year ended 31 March 2023, 31 March 2022 and 31 March 2021, the significant accounting policies and other explanatory information (collectively, the "Restated Financial Information"), as approved by the Board of Directors of the Company at their meeting held on 30 December 2023 for the purpose of inclusion in the Draft Red Herring Prospectus ("DRHP") / Red Herring Prospectus / Prospectus ("Offer Documents") prepared by the Company in connection with its proposed Initial Public Offer of equity shares ("IPO") prepared in terms of the requirements of:
 - i. Section 26 of Part I of Chapter III of the Companies Act, 2013 (the "Act");
 - ii. The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("ICDR Regulations"); and
 - iii. 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 Financial Information for the purpose of inclusion in the Offer Documents to be filed with Securities and Exchange Board of India, National Stock Exchange of India Limited and BSE Limited and Registrar of Companies in connection with the proposed IPO. The Restated Financial Information have been prepared by the management of the Company on the basis of preparation stated in note 2(a) to the Restated Financial Information. The responsibility of the Board of Directors of the company includes designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Financial Information. The Board of Directors are also responsible for identifying and ensuring that the Company complies with the Act, ICDR Regulations and the Guidance Note.
3. We have examined such Restated Financial Information taking into consideration:
 - i. The terms of reference and terms of our engagement agreed upon with you in accordance with our engagement letter dated 01 December 2023 in connection with the proposed IPO of equity shares of the Company;
 - ii. The Guidance Note which also requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI;
 - iii. Concepts of test checks and materiality to obtain reasonable assurance based on verification of evidence supporting the Restated Financial Information; and

- iv. The requirements of Section 26 of the Act and the ICDR Regulations. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act, the ICDR Regulations and the Guidance Note in connection with the proposed IPO.
4. These Restated Financial Information have been compiled by the management from audited financial statements of the Company as at and for the period ended 31 July 2023, and years ended 31 March 2023, 31 March 2022 and 31 March 2021 for the Company prepared in accordance with the Indian Accounting Standards (referred to as “Ind AS”) as prescribed under Section 133 of the Act read with Companies (Indian Accounting Standards) Rules 2015, as amended, and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meeting held on 30 December 2023, 02 September 2023, 20 August 2022 and 18 September 2021 respectively.
5. For the purpose of our examination, we have relied on auditors’ reports issued by us dated 30 December 2023, 02 September 2023, 20 August 2022 and 18 September 2021 on the financial statements as at and for the period and years ended 31 July 2023, 31 March 2023, 31 March 2022 and 31 March 2021 respectively as referred in paragraph 4 above.
6. The audit report dated 30 December 2023, 02 September 2023 and 20 August 2022 on the financial statements as at and for the period and years ended 31 July 2023, 31 March 2023 and 31 March 2023 issued by us was unmodified.
7. The audit report dated 18 September 2021 on the financial statements as at and for the year ended 31 March 2021 issued by us was unmodified and included following emphasis of matters on the financial statements as at and for the year ended 31 March 2021:
- i. We draw attention to the fact that the Company voluntarily adopted Ind AS during the financial year ended 31 March 2021, hence all the corresponding previous figures has been reCompanyed/reclassified/recalculated to give the effect of Ind AS transition considering 01 April 2019 as transition date. Please refer note 37 on “First time adoption of Ind AS” to the financial statement, wherein all the assumptions/exemptions and effect on other equity as on 31 March 2019 and 31 March 2020 and effect on net profit for the year ended 31 March 2020 has been presented.
- Our opinion is not modified in respect of the above matters.
8. Based on our examination and according to the information and explanations given to us, we report that the Restated Financial Information :
- i. have been prepared after incorporating adjustments for the changes in accounting policies, material errors and reCompanying / reclassifications retrospectively in the period ended 31 July 2023 and years ended 31 March 2023, 31 March 2022 and 31 March 2021 to reflect the same accounting treatment as per the accounting policies; and
- ii. have been prepared in accordance with the Act, ICDR Regulations and the Guidance Note.
9. The Restated Financial Information do not reflect the effects of events that occurred subsequent to the respective dates of the reports on audited financial statements mentioned in paragraph 4 above.
10. This report should not in any way be construed as a reissuance or re-dating of any of the previous audit reports issued by us, nor should this report be construed as a new opinion on any of the financial statements referred to herein.
11. We have no responsibility to update our report for events and circumstances occurring after the date of the report.
12. Our report is intended solely for use of the Board of Directors for inclusion in the Offer Documents to be filed with Securities and Exchange Board of India, National Stock Exchange of India Limited and BSE Limited and Registrar of Companies, Maharashtra, as relevant, in connection with the proposed IPO. Our report should not be used, referred to, or distributed for any other purpose except with our prior

consent in writing. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior consent in writing.

For **Mittal Agarwal & Company**
Chartered Accountants
(Firm Registration No. 131025W)

Place: Mumbai
Dated: 30/12/2023
UDIN: 24135505BKGOQP4702

Piyush Agarwal
Partner
Membership No. 135505

RESTATED CONSOLIDATED FINANCIAL INFORMATION

Restated Statement of Assets and Liabilities

(₹ in Lakhs)

Particulars	Notes	For the four-months period ended July 31, 2023	As at March 31st		
			2023	2022	2021
ASSETS					
Non-Current Assets					
Property, plant and equipment	4	185.52	193.45	215.26	130.50
Capital work-in-progress	5	220.84	220.84	220.84	220.84
Financial Assets					
Other Financial Assets	6	1,324.50	1,030.89	977.17	977.57
Deferred Tax Assets (Net)	7	42.03	43.79	48.13	24.87
Other Non-Current Assets	8	1,493.00	1,493.00	1,493.00	1,493.00
Total Non-Current Assets		3,265.89	2,981.97	2,954.40	2,846.78
Current Assets					
Inventories	9	709.76	660.46	270.00	-
Financial Assets					
Trade Receivables	10	7,575.48	7,697.71	3,017.34	3,269.09
Cash and Cash Equivalents	11	62.32	484.60	688.39	20.59
Other Bank Balances	12	42.37	177.36	16.45	15.95
Loans	13	8.19	9.73	5.35	-
Other Financial Assets	6	-	-	-	204.41
Other Current Assets	8	6,575.01	5,623.13	4,151.50	6,901.86
Total Current Assets		14,973.13	14,652.99	8,149.02	10,411.90
Total Assets		18,239.02	17,634.96	11,103.42	13,258.68
Equity and Liabilities					
Equity					
Equity Share Capital	14	1,245.70	1,245.70	1,245.70	1,245.70
Other Equity	15	7,877.61	7,015.48	2,933.34	1,055.29
Total Equity		9,123.30	8,261.18	4,179.04	2,300.99
Liabilities					
Non-Current Liabilities					
Financial Liabilities					
Borrowings	16	13.74	15.39	-	-
Other Financial Liabilities	17	950.00	950.00	950.00	3,135.54
Provisions	18	1.09	1.09	4.34	3.22
Total Non-Current Liabilities		964.83	966.49	954.34	3,138.76
Current Liabilities					
Financial Liabilities					
Borrowings	19	4.21	3.90	1,199.02	1,499.87
Trade and Other Payables	20				
Due to Micro and Small Enterprises		-	-	-	-
Other than Micro and Small Enterprises		4,651.24	6,233.99	4,069.69	5,811.81
Other Financial Liabilities	17	18.32	13.06	11.89	48.72
Other Current Liabilities	21	1,818.76	783.61	135.59	139.51
Provisions	18	3.13	3.13	1.81	1.35
Current Tax Liability (Net)	22	1,655.23	1,369.59	552.04	317.67
Total Current Liabilities		8,150.89	8,407.29	5,970.04	7,818.93
Total Equity and Liabilities		18,239.02	17,634.96	11,103.42	13,258.68

Particulars	Notes	For the four- months period ended July 31, 2023	As at March 31st	
			2023	2022

See Accompanying Notes to the Financial Statements. 1 to 46

As per our report of even date

For Mittal Agarwal & Company

For and on Behalf of the Board

Chartered Accountants
Registration No. 131025W

Pravin Kumar Agarwal

Director

DIN: 00845482

Vijay Kashinath Shinde

Director

DIN - 07856883

Piyush Agarwal
Partner
M. No. 135505

Place: Mumbai
Date :

Rohit Ramanand Pareek
Chief Financial Officer

Shivali Mishra
Company Secretary

Restated Statement of Profit and Loss

(₹ in Lakhs)

Particulars	Notes	For the four-months period ended July 31, 2023	As at March 31st		
			2023	2022	2021
Income					
Revenue from Operations	23	3,642.07	16,068.76	7,702.08	7,195.52
Other Income	24	2.66	33.65	0.71	324.70
Total Income		3,644.73	16,102.41	7,702.79	7,520.22
Expenses					
Cost of Materials Consumed	25	274.98	1,154.82	1,133.65	1,708.73
Construction Expenses	26	2,102.05	8,929.84	3,090.17	3,636.24
Employee Benefits Expenses	27	63.90	156.04	124.95	196.91
Finance Costs	28	0.62	38.32	207.38	232.84
Depreciation and Amortisation Expenses	29	13.43	52.14	31.08	29.69
Other Expenses	30	37.67	262.54	637.16	486.89
Total Expenses		2,492.66	10,593.69	5,224.41	6,291.31
Profit Before Exceptional Items and Tax		1,152.08	5,508.72	2,478.38	1,228.91
Exceptional Items		-	-	-	-
Profit Before Tax		1,152.08	5,508.72	2,478.38	1,228.91
Tax Expenses					
Current Year		288.20	1,425.73	623.36	309.99
Deferred Tax		1.76	3.46	(23.20)	(8.87)
Profit for the Year		862.12	4,079.53	1,878.22	927.78
Other Comprehensive Income					
Other Comprehensive Income not to be Reclassified to Profit or Loss in Subsequent Periods:					
- Re-Measurement Income / (Losses) on Defined Benefit Plan		-	3.50	(0.23)	(0.28)
- Income Tax Effect on Above		-	(0.88)	0.06	0.07
Total Other Comprehensive Income		-	2.62	(0.18)	(0.21)
Total Comprehensive Income for the Period		862.12	4,082.14	1,878.05	927.58
Earnings per Equity Share of Face Value of ₹ 5 Each					
Basic and Diluted	31	1.15	5.46	2.51	1.24
See Accompanying Notes to the Financial Statements.			1 to 46		

Particulars	Notes	For the four- months period ended July 31, 2023	As at March 31st	
			2023	2022

As per our report of even date

For Mittal Agarwal & Company

For and on Behalf of the Board

Chartered Accountants
Registration No. 131025W

Pravin Kumar Agarwal

Director

Vijay Kashinath Shinde

Director

Piyush Agarwal
Partner
M. No. 135505

DIN: 00845482

DIN - 07856883

Place: Mumbai
Date :

Rohit Ramanand Pareek

Chief Financial Officer

Shivali Mishra

Company Secretary

Restated Statement of Cash Flow Statement

(₹ in Lakhs)

	Particulars	For the four-months period ended July 31, 2023	As at March 31st		
			2023	2022	2021
A:	Cash Flow from Operating Activities:				
	Net profit before tax	1,152.08	5,508.72	2,478.38	1,228.91
	Adjustments for non-cash items:-				
	-Depreciation	13.43	52.14	31.08	29.69
	Interest Expense	(2.66)	(33.65)	(0.71)	(324.70)
	Interest Income	0.62	38.32	207.38	232.84
	Operating profit before working capital changes	1,163.47	5,565.52	2,716.13	1,166.74
	Decrease /(increase) in trade receivable	122.23	(4,680.37)	251.75	(612.66)
	Decrease /(increase) in Inventories	(49.30)	(390.46)	(270.00)	-
	Decrease /(increase) in Loans	1.55	(4.39)	(5.35)	-
	Decrease /(increase) in Other Current Assets	(951.88)	(1,471.63)	2,954.77	2,153.45
	Increase /(Decrease) in Trade Payables	(1,582.75)	2,164.31	(1,742.12)	(1,801.78)
	Increase /(Decrease) in Financial liabilities	5.25	1.17	(2,222.36)	2.54
	Increase /(Decrease) in Other liabilities	1,035.14	649.59	(2.33)	(232.66)
		(1,419.76)	(3,731.78)	(1,035.65)	(491.11)
	Cash generated from Operating Activities	(256.29)	1,833.75	1,680.49	675.64
	Less: Tax Paid	(2.56)	(608.18)	(388.81)	(56.60)
	Cash generated from & Used in Operating Activities after tax paid	(258.85)	1,225.57	1,291.68	619.04
B	Cash Flow from Investing Activity				
:					
	Purchase of Fixed Assets (Net of Sales)	(5.50)	(30.33)	(115.84)	(23.72)
	Interest Income	2.66	33.65	0.71	324.70
	Purchase of Shares	-	-	-	-
	Sale of Investments	-	-	-	1,152.84
	(Increase) / Decrease in Other Bank Balances	134.98	(160.91)	(0.92)	(5.58)
	Long Term Loans and Advances	(293.61)	(53.72)	0.40	(236.89)
	Net Cash Flow Generated from (Used in) Investing Activities	(161.47)	(211.30)	(115.65)	1,211.36
C	Cash Flow From Financing Activities:				
:					
	Long Term Borrowings (Net)	(1.66)	15.39	-	(1,500.00)

	Particulars	For the four-months period ended July 31, 2023	As at March 31st		
			2023	2022	2021
	Short Term Borrowings (Net)	0.32	(1,195.13)	(300.85)	(91.45)
	Finance Costs	(0.62)	(38.32)	(207.38)	(232.84)
	Net Cash Used in Financing Activities	(1.96)	(1,218.05)	(508.23)	(1,824.29)
D	Net (Decrease) / Increase in cash and cash equivalents	(422.28)	(203.79)	667.80	6.11
:	Cash and cash equivalents at the beginning	484.60	688.39	20.59	14.49
	Cash and cash equivalents at the closing	62.33	484.60	688.39	20.59
	See Accompanying Notes to the Financial Statements.		1 to 46		

As per our report of even date

For Mittal Agarwal & Company

For and on Behalf of the Board

Chartered Accountants
Registration No. 131025W

Pravin Kumar Agarwal

Director

Piyush Agarwal
Partner
M. No. 135505

DIN: 00845482

Vijay Kashinath Shinde

Director

DIN - 07856883

Place: Mumbai

Rohit Ramanand Pareek

Date :

Chief Financial Officer

Shivali Mishra

Company Secretary

Notes Forming Part of the Restated Financial Statements

1. Company Information

The Garuda Construction and Engineering Private Limited (the company) is a private company domiciled in India and incorporated under the provisions of Companies Act 1956. The company is engaged in the business of construction activities and allied activities.

2. Significant Accounting Policies

(a) Basis of Preparation

The Restated Financial Information

Relates to the Company and has been specifically prepared for inclusion in the document to be filed by the Group with the Securities and Exchange Board of India ("SEBI") in connection with the proposed Initial Public Offer ('IPO') of equity shares of the Group (referred to as the "Issue"). The Restated Financial Information comprise of the Restated Balance Sheet as at July 31st, 2023, March 31st, 2023, as at March 31st, 2022 and March 31st, 2021, the Statement of Profit and Loss (including Other Comprehensive Income), the Restated Cash Flow Statement, the Restated Statement of Changes in Equity and Statement of Significant Accounting Policies and other explanatory information for the Period ended July 31st, 2023 and Years ended March 31st, 2023, March 31st, 2022 and year ended March

31st, 2021 (hereinafter collectively referred to as "Restated Financial Information").

The restated Financial Information has been prepared to comply in all material respects with the requirements of Section 26 of Part I of Chapter III of the Companies Act, 2013, as amended (the "Act") read with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, in pursuance of provisions of Securities and Exchange Board of India Act, 1992 ("ICDR Regulations")

The Restated Financial Information has been compiled by the Management from:

The audited financial statements of the Group for the Period ended July 31st, 2023 and Years ended March 31st, 2023, March 31st, 2022 and March 31st, 2021 on which the auditors have expressed audit opinion vide their reports dated 30th December 2023, 02 September 2023, 20 August 2022, 18 September 2021 respectively.

The preparation of these financial information in conformity with Ind AS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Group's accounting policies. The areas involving a higher degree of judgment or complexity, or area where assumptions and estimates are significant to these financial statements are disclosed in section 3 to the financial statements.

These financial statements have been prepared on a historical cost basis, except for certain financial assets and liabilities (including investments), defined benefit plans, plan assets and share-based payments.

All assets and liabilities have been classified as current and non-current as per the Group's normal operating cycle and other criteria set out in the Schedule III of the Act and Ind AS 1, Presentation of Financial Statements.

The Restated Financial Statements are presented in Rs. lakhs, except when otherwise indicated.

(b) Current and Non-Current Classification

Based on the nature of products / activities of the Company and the normal time between acquisition of assets and their realisation in cash or cash equivalents, the Company has determined its operating cycle as 12 months for the purpose of classification of its assets and liabilities as current and non-current.

(c) Property, Plant and Equipment

- i. All property, plant and equipment are stated at original cost of acquisition/installation (net of input credits availed) less accumulated depreciation and impairment loss, if any, except freehold land which is carried at cost. Cost includes cost of acquisition, construction and installation, taxes, duties, freight and other incidental expenses that are directly attributable to bringing the asset to its working condition for the intended use and estimated cost for decommissioning of an asset.
- ii. Subsequent expenditure is capitalised only if it is probable that the future economic benefit associated with the expenditure will flow to the Company.
- iii. Property, plant and equipment is derecognised from financial statements, either on disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the property (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of profit and loss in the period in which the property, plant and equipment is derecognised.
- iv. Depreciation on property, plant and equipment is provided on written down value method based on the useful life specified in Schedule II of the Companies Act, 2013.

(d) Inventories

Inventories of raw materials and stores and spare parts are valued at the lower of weighted average cost and the net realisable value after providing for obsolescence and other losses, where considered

necessary.

Work-in-progress and finished goods are valued at lower of cost and net realisable value where cost is worked out on weighted average basis. Cost includes all charges in bringing the goods to the point of sale, including octroi and other levies, transit insurance and receiving charges alongwith appropriate proportion of overheads and, where applicable, excise duty.

Net realizable value represents the estimated selling price for inventories less estimated costs of completion and costs necessary to make the sale.

(e) Fair Value Measurement

The Company's accounting policies and disclosures require the measurement of fair values for financial instruments.

The Company has an established control framework with respect to the measurement of fair values. The management regularly reviews significant unobservable inputs and valuation adjustments.

All financial assets and financial liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities;
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable, or
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

The Company recognizes transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

(f) Financial Instruments

(i) Financial Assets

i. Classification

The Company classifies its financial assets either at Fair Value through Profit or Loss (FVTPL), Fair Value through Other Comprehensive Income (FVTOCI) or at amortised Cost, based on the Company's business model for managing the financial assets and their contractual cash flows.

ii. Initial Recognition and Measurement

The Company at initial recognition measures a financial asset at its fair value plus transaction costs that are directly attributable to its acquisition. However, transaction costs relating to financial assets designated at fair value through profit or loss (FVTPL) are expensed in the statement of profit and loss for the year.

iii. Subsequent Measurement

For the purpose of subsequent measurement, the financial asset are classified in four categories:

- a. Debt instrument at amortised cost
- b. Debt instrument at fair value through other comprehensive Income
- c. Debt instrument at fair value through profit or loss
- d. Equity investments

Debt Instruments

- **Amortized Cost:**
Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. A gain or loss on such instruments is recognised in profit or loss when the asset is derecognised or impaired. Interest income from these financial assets is calculated using the effective interest rate method and is included under the head "Finance income".
- **Fair Value Through Other Comprehensive Income (FVTOCI):**
Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at fair value through other comprehensive income (FVTOCI). Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains or losses, interest revenue and foreign exchange gains and losses which are recognised in the statement of profit and loss. When the financial asset is derecognised, the cumulative gain or loss previously recognised in OCI is reclassified from equity to statement of profit and loss. Interest income from these financial assets is calculated using the effective interest rate method and is included under the head "Finance income".
- **Fair Value Through Profit or Loss:**
Assets that do not meet the criteria for amortised cost or fair value through other comprehensive income (FVTOCI) are measured at fair value through profit or loss. Gain and losses on fair value of such instruments are recognised in statement of profit and loss. Interest income from these financial assets is included in other income.

iv. **Impairment of Financial Assets**

The Company assesses on a forward looking basis the expected credit losses associated with its assets carried at amortised cost and FVOCI debt instruments. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

v. **De-recognition of Financial Assets**

A financial asset is derecognised only when:

- The rights to receive cash flows from the financial asset have expired
- The Company has transferred substantially all the risks and rewards of the financial asset or
- The Company has neither transferred nor retained substantially all the risks and rewards of the financial asset, but has transferred control of the financial asset.

(ii) **Financial Liabilities**

i. **Classification**

The Company classifies all financial liabilities at amortised cost or fair value through profit or loss.

ii. **Initial Recognition and Measurement**

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, deposits or as payables, as appropriate. All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

iii. **Subsequent Measurement**

The measurement of financial liabilities depends on their classification, as described below:

(a) **Financial Liabilities at Fair Value Through Profit or Loss**

Financial liabilities at fair value through profit or loss include financial liabilities held for trading and financial liabilities designated upon initial recognition as at fair value through profit or loss. Financial liabilities are classified as held for trading if they are incurred for the purpose of repurchasing in the near term. Gains or losses on liabilities held for trading are recognised in the profit or loss.

(b) **Loans, Borrowings and Deposits**

After initial recognition, loans, borrowings and deposits are subsequently measured at amortised cost using the effective interest rate (EIR) method. Gains and losses are recognised in the statement of profit and loss when the liabilities are derecognised as well as through the EIR amortization process. The EIR amortisation is included in finance costs in the statement of profit and loss.

(c) **Trade and Other Payables**

These amounts represent liabilities for goods and services provided to the Company prior to the end of financial year which are unpaid. For trade and other payables maturing within one year from the balance sheet date, the carrying amounts approximate fair value due to the short-term maturity of these instruments.

iv. **De-Recognition of Financial Liabilities**

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

(a) **Cash and Cash Equivalents**

- I. Cash and cash equivalents in the balance sheet comprise cash at bank and on hand and short-term deposit with original maturity upto three months, which are subject to insignificant risk of changes in value.
- II. For the purpose of presentation in the statement of cash flows, cash and cash equivalents consists of cash and short-term deposit, as defined above, net of outstanding bank overdraft as they are considered as an integral part of Company's cash management.

(b) **Revenue Recognition**

Pursuant to adoption of Ind AS 115, Revenue from contracts with customers are recognised when the control over the goods or services promised in the contract are transferred to the customer. The amount of revenue recognised depicts the transfer of promised goods and services to customers for an amount that reflects the consideration to which the Company is entitled to in exchange for the goods and services.

I. **Revenue from Engineering and Construction Services**

Revenue from Engineering and Construction Services, where the performance obligations are satisfied over time and where there is no uncertainty as to measurement or collectability of consideration, is recognized as per the percentage-of-completion method. The percentage-of completion of a contract is determined by the proportion that contract costs incurred for work performed upto the reporting date bear to the estimated total contract costs. When there is uncertainty as to measurement or ultimate collectability, revenue recognition is postponed until such uncertainty is resolved.

Transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring good or service to a customer excluding amounts collected on behalf of a third party and is adjusted for variable considerations.

Contract revenue earned in excess of certification are classified as contract assets (which we refer as unbilled work-in-progress) while certification in excess of contract revenue are classified as contract liabilities (which we refer to as due to customer). Advance payments received from contractee for which no services are rendered are presented as 'Advance from contractee'.

Variations in contract work, claims and incentive payments are included in contract revenue only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur and are capable of being reliably measured.

Contract modifications are accounted for when additions, deletions or changes are approved either to the contract scope or contract price. The accounting for modifications of contracts involves assessing whether the services added to an existing contract are distinct and whether the pricing is at the standalone selling price. Services added that are not distinct are accounted for on a cumulative catch up basis, while those that are distinct are accounted for prospectively, either as a separate contract, if the additional services are priced at the standalone selling price, or as a termination of the existing contract and creation of a new contract if not priced at the standalone selling price.

The Company presents revenues net of indirect taxes in its Statement of Profit and Loss.

Costs to obtain a contract which are incurred regardless of whether the contract was obtained are charged-off in Statement of Profit and Loss immediately in the period in which such costs are incurred.

II. Interest Income

Interest income on financial asset is accrued on a time proportion basis by reference to the principal amount outstanding and the applicable effective interest rate.

(c) Foreign Currency Transactions

- 1) Foreign currency transactions are recorded in the reporting currency (Indian rupee) by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency on the date of the transaction.
- 2) All monetary items denominated in foreign currency are converted into Indian rupees at the year-end exchange rate. The exchange differences arising on such conversion and on settlement of the transactions are recognised in the statement of profit and loss. Non-monetary items in terms of historical cost denominated in a foreign currency are reported using the exchange rate prevailing on the date of the transaction.

(d) Income Taxes

The income tax expenses comprises current and deferred tax. It is recognised in the statement of profit and loss except to the extent that it relates to items recognised directly in equity or in other comprehensive income.

Current Tax:

The current tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period.

Deferred Tax:

Deferred tax is recognized in respect of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amount used for taxation purposes. Deferred tax assets are recognized for unused tax losses, unused tax credits and deductible temporary differences to the extent that is probable that future taxable profits will be available against which they can be used. Deferred tax assets are reviewed at each reporting date and are

reduced to the extent that it is no longer probable that the related tax benefit will be realized, such reductions are reversed when the probability of future taxable profits improves.

Unrecognized deferred tax assets are measured at each reporting date and recognized to the extent that it has become probable that future taxable profits will be available against which they can be used.

Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, using tax rates enacted or substantively enacted at the reporting date.

The measurement of deferred tax reflects the tax consequences that would follow from the manner in which the Company expects at the reporting date to recover or settle the carrying amount of its assets and liabilities.

(e) **Employee Benefits**

(f)

(a) **Short-Term Benefits**

Short-term employee benefits are recognized as an expense at the undiscounted amount in the statement of profit and loss for the year in which the related services are rendered.

(b) **Defined Contribution Plans**

Payments to defined contribution retirement benefit schemes are charged to the statement of profit and loss of the year when the contribution to the respective funds are due. There are no other obligations other than the contribution payable to the fund.

(c) **Defined Benefit Plans**

Defined benefits plans is recognized as an expense in the statement of profit and loss for the year in which the employee has rendered services. The expense is recognized at the present value of the amount payable determined using actuarial valuation techniques.

Re-measurement of the net defined benefit liability, which comprises of actuarial gains and losses, are recognized in other comprehensive income in the period in which they occur.

(d) **Other Long-Term Employee Benefits**

Other long-term benefits are recognized as an expense in the statement of profit and loss at the present value of the amounts payable determined using actuarial valuation techniques in the year in which the employee renders services. Re-measurements are recognized in the statement of profit and loss in the period in which they arise.

(g) **Impairment of Non-Financial Assets**

The carrying amounts of non-financial assets are reviewed at each balance sheet date if there is any indication of impairment based on internal/external factors. An asset is treated as impaired when the carrying amount exceeds its recoverable value. The recoverable amount is the greater of an asset's or cash generating unit's, net selling price and value in use. In assessing value in use, the estimated future cash flows are discounted to the present value using a pre-tax discount rate that reflects current market assessment of the time value of money and risks specific to the assets. An impairment loss is charged to the statement of profit and loss in the year in which an asset is identified as impaired. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life. The impairment loss recognized in prior accounting periods is reversed by crediting the statement of profit and loss if there has been a change in the estimate of recoverable amount.

(h) **Earnings Per Share**

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders (after deducting preference dividends and attributable taxes) by the weighted average number of equity shares outstanding during the period. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity shares except when the results would be anti-dilutive.

(i) **Provisions, Contingent Liabilities and Contingent Assets**

- (a) Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably estimated. Provisions are not recognised 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.
- (b) Provisions (excluding retirement benefits) are discounted using pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognised as interest expense.
- (c) A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non- occurrence of one or more uncertain future events beyond the control of the company. The Company does not recognize a contingent liability but discloses its existence in the financial statements.
- (d) Contingent assets are not recognized, but disclosed in the financial statements where an inflow of economic benefit is probable.

(j) **Warranties**

Provisions for service warranties and returns are recognised when the Company has a present or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation and the amount can be reliably measured.

(k) **Borrowing Cost**

Borrowing costs consist of interest, ancillary and other costs that the Company incurs in connection with the borrowing of funds and interest relating to other financial liabilities. Borrowing costs also include exchange differences to the extent regarded as an adjustment to the borrowing costs.

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur.

(l) **Leases**

The Company assesses whether a contract is or contains a lease, at inception of a contract. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Company assesses whether:

- 1) the contract involves the use of an identified asset
- 2) the Company has substantially all of the economic benefits from use of the asset through the period of the lease and
- 3) the Company has the right to direct the use of the asset.

At the date of commencement of the lease, the Company recognises a right-of-use asset

("ROU") and a corresponding lease liability for all lease arrangements in which it is a lessee, except for leases with a term of twelve months or less (short term leases) and leases of low value assets. For these short term and leases of low value assets, the Company recognizes the lease payments as an operating expense on a straight line basis over the term of the lease.

3. (i) Significant Accounting Judgements, Estimates and Assumptions

The preparation of the Company's financial statements in conformity with Ind AS requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Estimates and judgements are continuously evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods. Revisions to accounting estimates are recognised in the period in which the estimate is revised.

a. Fair Value Measurement of Financial Instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using appropriate valuation techniques. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgement is required in establishing fair values. Judgements include considerations of inputs such as liquidity risk, credit risk and volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments.

4. Taxes

The Company periodically assesses its liabilities and contingencies related to income taxes for all years open to scrutiny based on latest information available. For matters where it is probable that an adjustment will be made, the Company records its best estimates of the tax liability in the current tax provision. The Management believes that they have adequately provided for the probable outcome of these matters.

Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgement is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits.

(a) Recognition and Measurement of Defined Benefit Obligations

The obligation arising from defined benefit plan is determined on the basis of actuarial assumptions. Key actuarial assumptions include discount rate, trends in salary escalation and attrition rate. The discount rate is determined by reference to market yields at the end of the reporting period on government securities.

5. (i) Standards Issued but not Yet Effective

On March 23, 2023, the Ministry of Corporate Affairs (MCA) has notified Companies (Indian Accounting Standards) Amendment Rules, 2023. This notification has resulted into amendments in the following existing accounting standards which are applicable to company from April 1, 2023.

1. Ind AS 101 – First-time Adoption of Indian Accounting Standards
2. Ind AS 102 – Share-based Payment
3. Ind AS 103 – Business Combination
4. Ind AS 107 – Financial Instruments Disclosures
5. Ind AS 109 – Financial Instrument
6. Ind AS 115 – Revenue from Contracts with Customers
7. Ind AS 1 – Presentation of Financial Statements
8. Ind AS 8 – Accounting Policies, Changes in Accounting Estimates and Errors
9. Ind AS 12 – Income Taxes

10. Ind AS 34 – Interim Financial Reporting

Application of above standards are not expected to have any significant impact on the company's financial statements.

Garuda Construction & Engineering Limited
(Formerly known as Garuda Construction & Engineering Private Limited)

(₹ in 'lakhs, unless otherwise stated)

A. Equity Share Capital

Particulars	Balance at the Beginning of the Current Reporting Period	Changes in Equity Share Capital Due to Prior Period Errors	Restated Balance at the Beginning of the Current Reporting Period	Changes in Equity Share Capital During the Current Year	Balance at the End of the Current Reporting Period
As at July 31st, 2023	1,245.70	-	1,245.70	-	1,245.70
As at March 31st, 2023	1,245.70	-	1,245.70	-	1,245.70
As at March 31st, 2022	1,245.70	-	1,245.70	-	1,245.70
As at March 31st, 2021	1,093.78	-	1,093.78	151.91	1,245.70

B. Other Equity

Particulars	Reserve and Surplus	Other Comprehensive Income	Total Equity Attributable to Equity Holders
	Retained Earning	Re-Measurement Losses on Defined Benefit Plans	
As at March 31st, 2020	248.22	-	248.22
Changes in Accounting Policy/Prior Period Errors	-	-	-
Restated Balance at the Beginning of the Current Reporting Period	248.22	-	248.22
Total Comprehensive Income for the Current Year			
Profit for the Year	927.78	-	927.78
Bonus Issued During the Year	(120.50)	-	(120.50)
Re-Measurement Losses on Defined Benefit Plans	-	(0.21)	(0.21)
As at March 31st, 2021	1,055.50	(0.21)	1,055.29
Changes in Accounting Policy/Prior Period Errors			
Restated Balance at the Beginning of the Current Reporting Period	1,056	(0.21)	1,055
Total Comprehensive Income for the Current Year			
Profit for the Year	1,878.22	-	1,878.22

Particulars	Reserve and Surplus	Other Comprehensive Income	Total Equity Attributable to Equity Holders
	Retained Earning	Re-Measurement Losses on Defined Benefit Plans	
Re-measurement Losses on Defined Benefit Plans	-	(0.18)	(0.18)
As at March 31st, 2022	2,933.72	(0.38)	2,933.34
Changes in Accounting Policy/Prior Period Errors			
Restated Balance at the Beginning of the Current Reporting Period	2,934	(0.38)	2,933
Total Comprehensive Income for the Current Year			
Profit for the Year	4,079.53	-	4,079.53
Re-measurement Gain on Defined Benefit Plans	-	2.62	2.62
As at March 31st, 2023	7,013.25	2.23	7,015.48
Changes in Accounting Policy/Prior Period Errors			
Restated Balance at the Beginning of the Current Reporting Period	7,013.25	2.23	7,015.48
Total Comprehensive Income for the Current Year			
Profit for the Year	862.12	-	862.12
Re-measurement Gain on Defined Benefit Plans	-	-	-
As at July 31st, 2023	7,875.37	2.23	7,877.61

See Accompanying Notes to the Financial Statements.
As per our report of even date 1 to 46

For Mittal Agarwal & Company
Chartered Accountants
Registration No. 131025W

For and on behalf of the Board

Piyush Agarwal
Partner
M. No. 135505

Pravin Kumar Agarwal
Director
DIN: 00845482

Vijay Kashinath Shinde
Director
DIN - 07856883

Place: Mumbai
Date :

Rohit Ramanand Pareek
Chief Financial Officer

Shivali Mishra
Company Secretary

6. DEPRECIATION AS ON 31.07.2023-COMPANIES ACT, 2013

(₹ In Lakh)

Property, plant and equipment comprise the following:

Particulars	Land at Wardha	Plant and Machinery	Office Equipment	Furniture & Fixture	Computers & Printers	Motor Group	Tractors	Total
As at March 31st, 2020	31.39	98.32	1.38	0.78	2.53	35.79	1.53	171.72
Additions	-	3.30	-	-	0.19	4.79	15.44	23.72
Disposals	-	-	-	-	-	-	-	-
As at March 31st, 2021	31.39	101.62	1.38	0.78	2.71	40.58	16.97	195.43
Additions	-	92.84	0.24	22.24	0.52	-	-	115.84
Disposals	-	-	-	-	-	-	-	-
As at March 31st, 2022	31.39	194.47	1.62	23.02	3.23	40.58	16.97	311.28
Additions	-	8.57	-	-	-	21.76	-	30.33
Disposals	-	-	-	-	-	-	-	-
As at March 31st, 2023	31.39	203.04	1.62	23.02	3.23	62.34	16.97	341.61
Additions	-	5.50	-	-	-	-	-	5.50
Disposals	-	-	-	-	-	-	-	-
As at July 31st, 2023	31.39	208.54	1.62	23.02	3.23	62.34	16.97	347.11
Depreciation								
Up to March 31st, 2020	-	21.63	0.59	0.13	1.23	11.18	0.48	35.24
Charge for the year	-	17.22	0.36	0.17	0.88	9.18	1.89	29.69
Disposals	-	-	-	-	-	-	-	-
Up to March 31st, 2021	-	38.85	0.95	0.30	2.11	20.36	2.37	64.93
Charge for the year	-	16.39	0.14	2.50	0.34	7.15	4.56	31.08
Disposals	-	-	-	-	-	-	-	-
Up to March 31st, 2022	-	55.25	1.09	2.80	2.45	27.50	6.93	96.01
Charge for the year	-	32.29	0.18	5.23	0.44	10.86	3.14	52.14
Disposals	-	-	-	-	-	-	-	-
Up to March 31st, 2023	-	87.54	1.27	8.03	2.89	38.36	10.06	148.15
Charge for the year	-	8.84	0.03	1.33	0.04	2.50	0.72	13.43
Disposals	-	-	-	-	-	-	-	-
Up to July 31st, 2023	-	96.38	1.30	9.33	2.93	40.87	10.78	161.58
Net carrying value								

Particulars	Land at Wardha	Plant and Machinery	Office Equipment	Furniture & Fixture	Computers & Printers	Motor Group	Tractors	Total
At July 31st, 2023	31.39	112.16	0.32	13.69	0.31	21.47	6.18	185.52
At March 31st, 2023	31.39	115.50	0.36	14.99	0.35	23.97	6.91	193.45
At March 31st, 2022	31.39	139.22	0.53	20.22	0.78	13.08	10.04	215.26
At March 31st, 2021	31.39	62.77	0.43	0.48	0.61	20.22	14.60	130.50

Impairment Losses Recognized in the Year

There are no impairment losses recognized during the year.

Assets Pledged as Security

Vehicles having carrying value of ₹ 13.42 lakhs (as at March 31st, 2023: ₹ 14.98 lakhs and March 31st, 2022: ₹ Nil lakhs) have been hypothecated by way of first charge on the vehicles acquired under the specific facility granted.

7. Capital work-in-Process

Description of Assets	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Deemed cost				
Opening	220.84	220.84	220.84	220.84
Additions	-	-	-	-
Reclassifications	-	-	-	-
TOTAL	220.84	220.84	220.84	220.84

7.1. Capital work-in-Process Ageing Schedule:

Particulars	Less than 1 Year	1-2 Years	2-3 Years	More than 3 years	Total
As at July 31st, 2023	-	-	-	220.84	220.84
As at March 31st, 2023	-	-	-	220.84	220.84
As at March 31st, 2022	-	-	220.84	-	220.84
As at March 31st, 2021	-	220.84	-	-	220.84

8. Other Financial Assets

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Non-Current				
Security Deposits	374.50	80.89	27.17	27.57
Other Deposits	950.00	950.00	950.00	950.00
Total	1,324.50	1,030.89	977.17	977.57

9. Differed Tax Liability

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Employee Benefits	1.06	1.06	1.55	1.15
Fiscal Allowance on Property, Plant & Equipment and Intangible Assets	1.26	0.74	(1.93)	(1.53)
Provision for Bad & Credit Impaired Debts	39.70	41.98	48.51	25.25
Total	42.03	43.79	48.13	24.87

10. Other Assets

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Non-Current				
Capital Advances (Refer Note 33)	1,493.00	1,493.00	1,493.00	1,493.00
Total	1,493.00	1,493.00	1,493.00	1,493.00
Current				
Advances to Suppliers	1,547.49	989.73	1,248.06	1,523.25
Balance with Indirect Tax Authorities	87.71	342.61	110.71	283.35
Prepaid Expenses	-	-	-	1.08

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Contract Assets - Revenue in Excess of Billing	-	-	-	2,367.54
Business Advances (Refer Note 33)	4,939.81	4,290.78	2,792.72	2,726.64
Total	6,575.01	5,623.13	4,151.50	6,901.86
Business Advances includes ₹ 4,939.81 lakhs (as at March 31st, 2023: ₹ 4,229.54 lakhs and March 31st, 2022 : ₹ 2,766.24) due from a private company in which director of the Company is a director.				

11. Inventories

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
(Lower of Cost and Net Realisable Value)				
Work-in-Progress	709.76	660.46	270.00	-
Raw Materials	-	-	-	-
	709.76	660.46	270.00	-

11.1. Valuation of Inventories are as Valued and Certified by the Management.

12. Trade Receivables

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
(Unsecured and Considered Good)				
Considered Good (Refer Note 33)	7,575.48	7,697.71	3,017.34	3,269.09
Credit Impaired	157.76	166.80	192.75	100.34
	7,733.24	7,864.51	3,210.08	3,369.43
Allowance for Doubtful Debts (Expected Credit Loss Allowances)	(157.76)	(166.80)	(192.75)	(100.34)
Total	7,575.48	7,697.71	3,017.34	3,269.09

Trade Receivables

The Company considers the probability of default upon initial recognition of assets and whether there has been a significant increase in credit risks on an ongoing basis throughout each reporting period. The average credit period allowed to the customers is in the range of 120-180 days.

Movement in the Expected Credit Loss Allowance	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Balance at Beginning of the Year	166.80	192.75	100.34	69.65
Actual Bad Debts During the Year	-	-	-	-
Provision for Expected Credit Loss Allowance on Trade Receivables Calculated at Lifetime Expected Credit Losses	(9.04)	(25.94)	92.40	30.70
Balance at the Year End	157.76	166.80	192.75	100.34

Trade Receivables

The Company considers the probability of default upon initial recognition of assets and whether there has been a significant increase in credit risks on an ongoing basis throughout each reporting period. The average credit

period allowed to the customers is in the range of 120-180 days.

Age of Receivables	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Undisputed Trade Receivables – Considered Good				
Less than 6 months	7,514.05	7,068.92	2,334.77	1,491.97
6 Months - 1 Year	-	-	1.45	1,113.15
1 Year - 2 Years	-	-	681.11	663.97
2 Years - 3 Years	61.42	628.79	-	-
More than 3 Years	-	-	-	-
Undisputed Trade Receivables – Considered Doubtful				
Less than 6 months	-	-	95.91	-
6 Months - 1 Year	-	-	0.36	9.11
1 Year - 2 Years	-	-	79.88	87.22
2 Years - 3 Years	157.76	166.80	-	1.63
More than 3 Years	-	-	16.60	2.39
Disputed Trade Receivables Considered Good				
Less than 6 months	-	-	-	-
6 Months - 1 Year	-	-	-	-
1 Year - 2 Years	-	-	-	-
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
Disputed Trade Receivables Considered Doubtful				
Less than 6 months	-	-	-	-
6 Months - 1 Year	-	-	-	-
1 Year - 2 Years	-	-	-	-
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
	7,733.24	7,864.51	3,210.08	3,369.43

13. Cash and Cash Equivalent

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Balance with Banks				
In Current Account	59.74	481.65	686.27	17.78
In Deposit	-	-	-	-

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Cash in Hand	2.58)	2.95	2.11	2.82
Balance at the Year End	62.32	484.60	688.39	20.59

14. Other Bank Balance

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
In Deposit#	42.37	177.36	16.45	15.95
Total	42.37	177.36	16.45	15.95

Deposits of ₹ 42.37 lakhs (March 31st, 2023: ₹ 177.36 Lakhs, March 31st, 2022: ₹ 16.45 lakhs, March 31st, 2021: ₹ 15.95) are given as lien against Performance Guarantees.

15. Loans

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
(Unsecured and Considered Good)				
Current	-	-	-	-
Loan to Staff	8.19	9.73	5.35	-
Total	8.19	9.73	5.35	-

16. Share Capital

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Authorized Share Capital:				
1,25,00,000 (Previous Year: 1,25,00,000) Equity Shares of ₹ 10 each	1,250.00	1,250.00	1,250.00	1,250.00
Issued, Subscribed and Fully Paid up:				
1,24,56,957 (Previous Year: 1,24,56,957) Equity Shares of ₹ 10 each	1,245.70	1,245.70	1,245.70	1,245.70
Total	1,245.70	1,245.70	1,245.70	1,245.70

16.1. The Reconciliation of the Number of Shares Outstanding is set out below:

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
	No. of Shares	No. of Shares	No. of Shares	No. of Shares
Equity Shares at the Beginning of the Year	1,24,56,957	1,24,56,957	1,24,56,957	1,09,37,816
Add: Shares Issued During the Year	-	-	-	15,19,141
Equity Shares at the End of the Year	1,24,56,957	1,24,56,957	1,24,56,957	1,24,56,957

16.2. Rights, Preferences and Restrictions Attached to Equity Shares:

The Company has a single class of equity shares. Each shareholder is eligible for one vote per share held. The dividend proposed by the Board of Directors is subject to the approval of the shareholders. In the

event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their shareholding.

16.3. **The Details of Shareholders Holding More than 5% Shares:**

Particulars	July 31st, 2023 No. of Share % held	March 31st, 2023 No. of Share % held	March 31st, 2022 No. of Share % held	March 31st, 2021 No. of Share % held
PKH Ventures Limited	99,96,957 80.25%	99,96,957 80.25%	99,96,957 80.25%	99,76,457 80.09%
Makindian Township Private Limited	24,60,000 19.75%	24,60,000 19.75%	24,60,000 19.75%	24,60,000 19.75%

16.4. **Shares Held by Promoters and Promoters Group at the End of the Year**

Particulars	July 31st, 2023 No. of Share % held % Change	March 31st, 2023 No. of Share % held % Change	March 31st, 2022 No. of Share % held % Change	March 31st, 2021 No. of Share % held % Change
PKH Ventures Limited	99,96,957 80.25% 0.00%	99,96,957 80.25% 0.00%	99,96,957 80.25% 0.16%	99,76,457 80.09% 100%
Makindian Township Private Limited	24,60,000 19.75% 0.00%	24,60,000 19.75% 0.00%	24,60,000 19.75% 0.00%	24,60,000 19.75% 0.00%

16.5. **Aggregate number of bonus shares issued, shares issued for consideration other than cash and shares bought back during the period of five years immediately preceding July 31st, 2023:**

Equity shares allotted as fully paid-up bonus shares		
Year ended	No. of Shares	Face Value
July 31st, 2023	-	-
March 31st, 2023	-	-
March 31st, 2022	-	-
March 31st, 2021	15,19,141	10
March 31st, 2020	45,56,420	10
March 31st, 2019	-	-

The Company has neither issued any shares for consideration other than cash including bonus shares nor has there been any buy back of shares apart from the above stated issue of bonus shares during the period of five years immediately preceding July 31st, 2023.

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Security Premium				
Balance at Beginning of Year	-	-	-	31.41
Add: Issue of Equity Shares	-	-	-	-
Less: Issue of Bonus Shares	-	-	-	(31.41)
Balance at the End of the Year	-	-	-	-
Surplus in Statement of Profit and Loss				
Balance at Beginning of Year	7,015.48	2,933.34	1,055.29	248.22

Add: Profit for the Year	862.12	4,079.53	1,878.22	927.78
Less: Issue of Bonus Shares	-	-	-	(120.50)
Items of Other Comprehensive Income Recognised Directly in Retained Earning				
Re-Measurement Gain / (Losses) on Defined Benefit Plans (Net of Tax)	-	2.62	(0.18)	(0.21)
Total	7,877.61	7,015.48	2,933.34	1,055.29

17. Other Equity

18. Long Term Borrowing

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Non-Current				
Secured				
Vehicle Loan	17.95	19.29	-	-
Less: Current Maturity of Long Term Debt	(4.21)	(3.90)	-	-
Total	13.74	15.39	-	-

18.1. Vehical Loan from Bank

Security

- Are secured by first charge by way of hypothecation of vehicles acquired under the specific facility granted.
- Carrying value of the fixed assets pledged is ₹ 13.42 lakhs (March 31st, 2022 : ₹ 14.98 lakhs)."

Terms of Repayment

Amount disbursed under the term loan shall be repaid in monthly installements of ₹ 0.45 Lakhs (including Interest), over a period of 60 months.

Rate of Interest

The Rate of Interest is 8.20 % p.a. and shall be payable on monthly basis.

19. Other Financial Liabilities

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Non-Current				
Mobilization Advance	950.00	950.00	950.00	3,135.54
Total	950.00	950.00	950.00	3,135.54
Current				
Employees Benefits Payable	18.32	13.06	11.89	48.72
Total	18.32	13.06	11.89	48.72

20. Provisions

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Non-Current				
Gratuity (Refer Note 35)	1.09	1.09	4.34	3.22
Total	1.09	1.09	4.34	3.22
Current				
Gratuity (Refer Note 35)	3.13	3.13	1.81	1.35
Total	3.13	3.13	1.81	1.35

21. Short term Borrowing

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Secured				
Working Capital Facility from Union Bank of India (Refer note 19.1)	-	-	1,199.02	1,499.87
Current Maturity of Long Term Debt	4.21	3.90	-	-
	4.21	3.90	1,199.02	1,499.87

21.1. Working Capital Loan from Bank of Rs. Nil crores (Previous Year Rs. 20.00 crores) referred to above are:

- Secured by hypothecation of present and future stock and book debts and first charge on escrow account of receivables and assignment by way of security of the development rights of the Company under the EPC contract.
- Secured by way of equitable mortgage of factory land and building bearing Survey No. 251/1, 3, 4 & 5, of Dabhel, Opp. Dabhel Cricket Ground, Daman, UT - 396 210 in the name of M/s. Electroplast India Private Limited.
- Secured by way of Personal Guarantee of Shri Alok Kumar Agarwal and Shri Sudhir Kumar Agarwal.
- Secured by way of Corporate Guarantee of M/s. Electroplast India Private Limited, M/s. Ayesspea Holdings and Investments Private Limited and M/s. Makindian Township Private Limited.

The Company has closed Working Capital Facility from Union Bank of India w.e.f October 18th, 2022.

22. Trade Payable

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Due to Micro and Small Enterprises	-	-	-	-
Other than Micro and Small Enterprises (Refer Note 33)	4,651.24	6,233.99	4,069.69	5,811.81
Total	4,651.24	6,233.99	4,069.69	5,811.81

- 22.1. The Company has communicated to the suppliers related to categorisation of MSME parties, on the basis of the information available with the Company. The Company has classify outstanding dues of Micro and small enterprise and outstanding dues of creditors Other than Micro and Small Enterprises. Further the Company has not provided the interest on the same as reconciliation and settlement was pending with the parties.

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Micro Enterprises and Small Enterprises				
Less than 1 Year	-	-	-	-

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
1 Year - 2 Years	-	-	-	-
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
Other than Micro Enterprises and Small Enterprises				
Less than 1 Year	4,177.02	5,740.83	2,560.63	4,095.37
1 Year - 2 Years	474.22	493.16	1,509.06	1,716.44
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
Micro Enterprises and Small Enterprises - Disputed Dues				
Less than 1 Year	-	-	-	-
1 Year - 2 Years	-	-	-	-
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
Other than Micro Enterprises and Small Enterprises - Disputed Dues				
Less than 1 Year	-	-	-	-
1 Year - 2 Years	-	-	-	-
2 Years - 3 Years	-	-	-	-
More than 3 Years	-	-	-	-
	4,651.24	6,233.99	4,069.69	5,811.81

23. Other Current Liabilities

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Statutory Liabilities	7.76	24.26	133.35	129.49
Advances from Customers (Refer No 33)	1,809.50	759.35	-	2.19
Others Current Liabilities (Refer Note 33)	1.50	-	2.24	7.82
Total	1,818.76	783.61	135.59	139.51

24. Current Tax Liability (Net)

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Provision for Income Tax (Net of Advances)	1,655.23	1,369.59	552.04	317.67
Total	1,655.23	1,369.59	552.04	317.67

25. Revenue From Operation

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Sale of Services				
Revenue Arising from Construction Service (Refer Note 33)	3,358.74	15,192.80	5,962.08	4,854.64
Maintenance of Building (Refer Note 33)	283.33	774.17	1,740.00	-

Reconciliation of Revenue from Operations with Contract Price	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Contract Price	3,642.07	16,068.76	7,702.08	7,195.52
Less:				
Sales Returns	-	-	-	-
Discounts	-	-	-	-
Total Revenue from Operations	3,642.07	16,068.76	7,702.08	7,195.52
Other Operating Revenue	-	101.79	-	2,340.88
Total	3,642.07	16,068.76	7,702.08	7,195.52

Contract Balance	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Trade Receivables	7,575.48	7,697.71	3,017.34	3,269.09
Contract Assets	-	-	-	2,367.54
Contract Liabilities	1,809.50	759.35	-	2.19

Contract assets are initially recognized for revenue from sale of goods. Contract liabilities are on account of the upfront revenue received from customer for which performance obligation has not yet been completed.

26. Other Income

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Interest Income	2.50	7.49	0.57	0.62
Sundry Balances Written Back	0.15	26.16	-	323.31
Other Indirect Income	-	-	0.15	0.77
Total	2.66	33.65	0.71	324.70

27. Cost of Material Consumed

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Stock at Commencement	-	-	-	-
Purchases	274.98	1,154.82	1,133.65	1,708.73
Less: Stock at Close	-	-	-	-
Total	274.98	1,154.82	1,133.65	1,708.73

28. Construction Expenses

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Labour and Works Contract Charges (Refer Note 33)	2,026.44	8,548.88	2,849.22	3,437.37
Machinery and Equipment Hire Charges	0.16	0.56	2.48	5.05
Power and Fuel Expenses	0.26	2.06	4.60	12.05
Site Expenses	40.32	159.40	117.77	51.59
Repairs and Maintenance	23.69	95.61	80.15	121.97
License Fees	-	116.90	-	-
Transportation Charges	11.17	6.42	35.94	7.84
Total	2,102.05	8,929.84	3,090.17	3,636.24

29. Employee Benefit Expenses

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Salaries, Wages, Bonus and Allowances	62.49	149.30	121.57	193.86
Gratuity Expenses (Refer Note 35)	-	1.57	1.36	1.75
Contribution to Provident Fund and Other Funds	0.09	0.28	0.18	0.39
Staff Welfare Expenses	1.31	4.89	1.84	0.91

30. Finance Cost

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Interest Expenses	0.45	35.08	194.60	227.29
Processing Fee and Charges	0.17	3.24	12.78	5.56
Total	0.62	38.32	207.38	232.84

31. Depreciation and Amortization Expenses

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Depreciation and Amortization	13.43	52.14	31.08	29.69
Total	13.43	52.14	31.08	29.69

32. Other Expenses

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Professional Charges	34.25	44.73	123.82	22.67
Rent, Rates and Taxes (Refer Note 33)	3.32	179.28	48.64	93.21
Office Expenses	3.77	6.04	2.63	6.85
Donation	-	10.11	8.00	5.00
CSR Expenses (Refer Note 39)	-	26.50	11.02	-
Sundry Balances Written off	-	-	335.58	-
Insurance Expenses	0.39	0.23	2.33	3.90
ROC Filling Fees	-	0.53	0.87	1.34
Telephone Expenses	0.04	0.30	0.20	0.27
Provision for Credit Impaired debts	(9.04)	(25.94)	92.40	30.70
Printing and Stationary	0.49	0.98	0.64	0.44
Loss on Sale of Shares	-	-	-	321.42
Travelling and Conveyance Expenses	2.96	3.76	4.77	0.09
Payment to Auditors	1.50	16.04	6.25	1.00
Total	37.67	262.54	637.16	486.89
30.1 Payment to Auditor As:				
Statutory Audit Fees	1.50	6.00	5.00	1.00
Assurance and Certification related to IPO	-	4.00	-	-
Tax Audit Fees	-	2.00	1.25	-
Indirect Tax Consultancy Fee	-	1.50	-	-
Company Law Matters	-	1.50	-	-
Others	-	1.04	-	-
	1.50	16.04	6.25	1.00

33. Earnings Per Share (EPS)

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Net Profit After Tax as per Statement of Profit and Loss Attributable Equity Share Holders (₹)	862.12	4,079.53	1,878.22	927.78
Weighted Average Number of Equity Shares used as Denominator for Calculating EPS (after bonus and split)	7,47,41,742	7,47,41,742	7,47,41,742	7,47,41,742
Basic and Diluted Earnings Per Share (₹)	1.15	5.46	2.51	1.24
Face Value Per Equity Share (₹)	5.00	5.00	5.00	5.00

The members of the Company, at their Extra Ordinary General Meeting held on September 04th, 2023, approved the issue and allotment of bonus shares of 2,49,13,914 (Two crore forty nine lakhs thirteen thousand nine hundred and fourteen only) Equity Shares of ₹ 10 each credited as fully paid up to the equity shareholders in the proportion of 2 (two) equity shares for every 1 (one) equity shares held by them on record date i.e. September 05th, 2023 fully paid-up Equity Share held by them.

The members of the Company, at their meeting held on September 06th, 2023, approved the sub-division of equity shares of the Company from existing face value of ₹ 10/- each to face value of ₹ 5/- each (i.e. split of 1 equity share of ₹ 10/- each into 2 equity shares of ₹ 5/- each). Thus, Authorized Share Capital of the Company shall be Rs. 50,00,00,000/- (Rupees Fifty Crores only) divided into 10,00,00,000 (Ten Crore) Equity Shares of ₹ 5/- (Rupees two Only).

34. Financial Risk Management Objectives and Policies

The Company's principal financial liabilities comprise borrowings, trade and other payables. The main purpose of these financial liabilities is to finance and support Company's operations. The Company's principal financial assets include trade and other receivables, cash and cash equivalents, other bank balances and refundable deposits that derive directly from its operations.

The Company is exposed to market risk, credit risk and liquidity risk. The Company's senior management oversees the management of these risks. The Company's senior management ensures that the Company's financial risk activities are governed by appropriate policies and procedures and that financial risks are identified, measured and managed in accordance with the Company's policies and risk objectives. The Board of Directors reviews and agrees policies for managing each of these risks.

Financial Risk Management

The Company has exposure to the following risks arising from financial instruments:

- (i) Market Risk
- (ii) Credit Risk and
- (iii) Liquidity Risk

(i) Market Risk

Market risk arises from the Company's use of interest-bearing financial instruments. It is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in interest rates (interest rate risk) or other market factors. Financial instruments affected by market risk include borrowings, fixed deposits and refundable deposits.

(a) Interest Rate Risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is not exposed to the risk of changes in market interest rates as the funds borrowed by the Company is at fixed interest rate.

(b) Foreign Currency Risk

Currency risk is not material, as the Company's primary business activities are within India and does not have significant exposure in foreign currency.

(ii) Credit Risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from its operating activities (primarily trade receivables) and from its financing activities including security deposits, loans to employees and other financial instruments.

(a) Trade Receivables

The Company extends credit to customers in the normal course of business. The Company considers factors such as financial conditions / market practices, credit track record in the market, analysis of historical bad debts and past dealings for extension of credit to customers. Individual credit limits are set accordingly. The Company monitors the payment track record of the customers and the ageing of receivables. Outstanding customer receivables are regularly monitored. The Company considers the concentration of risk with respect to trade receivables as low, as its customers are in several jurisdictions and industries and operate in largely independent markets.

Ageing of Trade Receivables are as follow:

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Less than 6 Months	7,514.05	7,068.92	2,334.77	1,491.97
6 Months - 1 Year	-	-	1.45	1,113.15
1 Year - 2 Years	-	-	681.11	663.97
2 Years - 3 Years	61.42	628.79	-	-
More than 3 Years	-	-	-	-
Total	7,575.48	7,697.71	3,017.34	3,269.09

The Following Table Summarizes the Change in the Allowances for Bad and Credit Impaired Debts:

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
As at Beginning of the Year	166.80	192.75	100.34	69.65
Add/(Less):				
Provided During the Year	(9.04)	(25.94)	92.40	30.70
Amounts Written Off	-	-	-	-
Reversals of Provision	-	-	-	-
As at End of the Year	157.76	166.80	192.75	100.34

The Company uses provision matrix whereby trade receivables are considered Credit Impaired based on past trends where such receivables are outstanding for more than one year other than related parties.

(b) Financial Instrument and Cash Deposits

With respect to credit risk arising from the other financial assets of the Company, which comprise bank balances, cash, other receivables and deposits, the Company's exposure to credit

risk arises from default of the counterparty, with a maximum exposure equal to the carrying amount of these assets.

Credit risk from balances with banks is managed by Company's treasury in accordance with the Company's policy. The Company limits its exposure to credit risk by only placing balances with local banks. Given the profile of its bankers, management does not expect any counterparty to fail in meeting its obligations.

(iii) Liquidity Risk

"Liquidity risk" is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company monitors its risk of a shortage of funds using a recurring liquidity planning tool. This tool considers the maturity of both its financial investments and financial assets (e.g. trade receivables, other financial assets) and projected cash flows from operations.

The cash flows, funding requirements and liquidity of the Company is monitored under the control of Treasury team. The objective is to optimize the efficiency and effectiveness of the management of the Company's capital resources. The Company's objective is to maintain a balance between continuity of funding and borrowings. The Company manages liquidity risk by maintaining adequate reserves and borrowing facilities, by continuously monitoring forecasted and actual cash flows and matching the maturity profiles of financial assets and liabilities."

The Company currently has sufficient cash on demand to meet expected operational expenses, including the servicing of financial obligations.

The table below summarizes the maturity profile of the Company's financial liabilities based on contractual undiscounted payments:

Contractual Cash Flows

Particulars	Less than 1 year	1-3 years	3-5 years	> 5 years	Total
"Period Ended July 31st, 2023"					
Borrowings	4.21	8.43	5.31	-	17.95
Trade Payables	4,651.24	-	-	-	4,651.24
Other Financial Liabilities	18.32	-	950.00	-	968.32
	4,673.77	8.43	955.31	-	5,637.51
"Year Ended March 31st, 2023"					
Borrowings	3.90	7.79	7.60	-	19.29
Trade Payables	6,233.99	-	-	-	6,233.99
Other Financial Liabilities	13.06	-	950.00	-	963.06
	6,250.95	7.79	957.60	-	7,216.35
"Year Ended March 31st, 2022"					
Borrowings	1,199.02	-	-	-	1,199.02
Trade Payables	4,069.69	-	-	-	4,069.69
Other Financial Liabilities	11.89	-	950.00	-	961.89
	5,280.60	-	950.00	-	6,230.60
"Year Ended March 31st, 2021"					
Borrowings	1,499.87	-	-	-	1,499.87
Trade Payables	5,811.81	-	-	-	5,811.81
Other Financial Liabilities	48.72	-	3,135.54	-	3,184.26

Particulars	Less than 1 year	1-3 years	3-5 years	> 5 years	Total
	7,360.40	-	3,135.54	-	10,495.94

Capital Management

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and all other equity reserves attributable to the equity holders of the Company. The primary objective of the Company's capital management is to maximize the shareholders' value.

The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. The Company monitors capital using a gearing ratio, which is net debt divided by total capital plus net debt.

Particulars	July 31st, 2023	March 31st, 2023	March 31st, 2022	March 31st, 2021
Borrowings (Long-Term and Short-Term)	17.95	19.29	1,199.02	1,499.87
Less: Cash and Cash Equivalents	(62.32)	(484.60)	(688.39)	20.59
Net Debt	(44.37)	(465.31)	510.64	1,520.47
Equity Share Capital	1,245.70	1,245.70	1,245.70	1,245.70
Other Equity	7,877.61	7,015.48	2,933.34	1,055.29
Total Equity	9,123.30	8,261.18	4,179.04	2,300.99
Total Capital and Net Debt	9,078.94	7,795.87	4,689.67	3,821.46
Gearing Ratio	-0.49%	-5.97%	10.89%	39.79%

No changes were made in the objectives, policies or processes for managing capital during the Period Ended July 31st, 2023, Year Ended March 31st, 2023, March 31st, 2022 and March 31st, 2021.

35. Related Party Transaction

As per Ind AS 24, the disclosures of transactions with the related parties are given below:

- List of related parties where control exists and related parties with whom transactions have taken place and relationships:

Sr. No.	Name of the Related Party	Relationship
1	Mr. Pravin Kumar Agarwal	
2	Mr. Vijay Kashinath Shinde	
3	Ms. Priyanka Yadav (Independent Director)	
4	Mr. Deepak Kumar (Independent Director)	
5	Ms. Nayana Sunil Edvankar (Chief Financial Officer) (resigned on 02/01/2023)	Key Managerial Personnel
6	Mr. Rohit Ramanand Pareek (Chief Financial Officer) (appointed on 30/01/2023)	
7	Ms. Shivali Mishra (Company Secretary)	
8	Mrs. Jyotsna Agarwal	Relative of Key Managerial Personnel
9	PKH Ventures Limited (Formerly known as P.K.Hospitality Services Private Limited)	Holding Company
10	Artemis Electricals and Projects Limited	
11	Ayesspea Holdings and Investments Private Limited	
12	Electroforce India Private Limited	
13	Eternal Building Assets Private Limited	Enterprise over which Key Managerial Personnel are able to exercise influential control

Sr. No.	Name of the Related Party	Relationship
14	Kwality Marbles & Handicrafts I Private Limited	
15	Garuda Urban Remedies Limited	
16	Garuda Iles Joint Venture	
17	Golden Chariot Retreat & Infra Private Limited	
18	Makindian Township Private Limited	
19	N S Patil Developers Private Limited	
20	Shree Umiya Builder & Developers	

2. Transactions during the Year with Related Parties:

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
1.	Revenue from Operations				
	Enterprise over which KMP are able to Exercise Influential Control				
	Artemis Electricals and Projects Limited	352.35	2,664.12	182.02	-
	Eternal Building Assets Private Limited	1,073.16	2,274.17	4,629.49	2,401.93
	Shree Umiya Builder & Developers	-	9,384.54	1,862.67	-
	Garuda Urban Remedies Limited	235.50	-	-	-
	PKH Ventures Limited (Formerly known as P.K.Hospitality Services Private Limited)	-	127.01	-	-
	Electroforce India Private Limited	-	754.06	-	-
2.	Other Current Liabilities (Net)				
	Key Managerial Personnel				
	Pravin Kumar Agarwal	-	-	(1.58)	1.58
	Relative of KMP				
	Jyotsna Agarwal	-	-	-	0.10
	Enterprise over which KMP are able to Exercise Influential Control				
	Dforce Electro Werke Private Limited	-	-	-	(28.92)
	Faiza Hospitality & Catering Services	-	-	-	(12.00)
	Garuda Aviation	-	-	-	(12.08)

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
	Service Private Limited				
	P K S S Infrastructure Limited	-	-	-	(7.00)
3.	Labour and Works Contract Charges				
	Enterprise over which KMP are able to Exercise Influential Control				
	Artemis Electricals and Projects Limited	1,135.55	627.26	1,696.60	2,385.84
	Shree Umiya Builder & Developers	-	-	450.00	-
	Electroforce India Private Limited	-	99.41	-	-
	Seven Hills Buildcon Private Limited	-	-	-	350.00
	Magnolia Buildcon Private Limited	-	-	-	259.26
4.	Business Advances Given (Net)				
	Key Managerial Personnel				
	Pravin Kumar Agarwal	-	-	-	(76.17)
	Enterprise over which KMP are able to Exercise Influential Control				
	Electroforce India Private Limited	-	-	0.35	(2.50)
	Golden Chariot Retreat & Infra Private Limited	(70.00)	(33.35)	(113.54)	(13.24)
	N S Patil Developers Private Limited	0.35	540.00	40.40	0.09
	Ayesspea Holdings and Investments Private Limited	151.26	(613.79)	(269.60)	(1,310.80)
	Kwality Marbles & Handicrafts I Private Limited	1.35	0.43	(0.30)	(1.00)
	Makindian Township Private Limited	526.24	8.66	634.10	-
	Aroma Coffees Private Limited	-	-	-	(113.00)
	Complete Aviation Solution Private Limited	-	-	-	(6.17)
	Garuda Lifestyle Private Limited	-	-	-	(41.73)

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
	P.K. Hospitality Spl & Sanjay Khanvilkar JV	-	-	-	(61.24)
	P.K.Global Trends Private Limited	-	-	-	(52.70)
	Poonam Anjali Ventures Private Limited	-	-	-	(0.48)
	Rudraksha Landscapes Private Limited	-	-	-	(1.30)
	Seashell Ventures Private Limited	-	-	-	(0.63)
	Shree Umiya Builder & Devlopers	-	-	-	122.68
	Seven Hills Buildcon Private Limited	-	-	-	(359.23)
	Holding Company				
	PKH Ventures Limited (Formerly known as P.K.Hospitality Services Private Limited)	100.49	(159.23)	159.23	(1,804.81)
5.	Rent Paid				
	Relative of Key Managerial Personnel				
	Jyotsna Agarwal	-	-	15.00	-
6.	Sale of Investments				
	Enterprise over which KMP are able to exercise influential control				
	Artemis Opto Electric Technologies Private Limited	-	-	-	300.75
	Garuda Buildinfra Private Limited	-	-	-	1.00
	GLS Electrovision Private Limited	-	-	-	269.67
	Kwality Marble Handicraft India Private Limited	-	-	-	183.42
7.	Advance from Customer				
	Enterprise over which KMP are able to Exercise Influential Control				
	Eternal Building Assets Private	-	-	(2,185.54)	-

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
	Limited				
	Artemis Electricals and Projects Limited	-	600.16	-	-
	Electroforce India Private Limited	1,007.71			
8.	Changes in Mobilisation Advances				
	Enterprise over which KMP are able to Exercise Influential Control				
	Eternal Building Assets Private Limited	-	-	(2,185.54)	-
	Shree Umiya Builder & Devlopers	-	-	-	(25.47)
9.	Capital Advances				
	Enterprise over which KMP are able to Exercise Influential Control				
	Golden Chariot Retreat & Infra Private Limited	850.00	850.00	850.00	850.00
10.	Business Advances Given				
	Enterprise over which KMP are able to Exercise Influential Control				
	Golden Chariot Retreat & Infra Private Limited	124.41	194.41	227.75	341.29
	N S Patil Developers Private Limited	1,385.94	1,385.59	845.59	805.19
	Ayesspea Holdings and Investments Private Limited	334.58	181.53	795.32	1,064.92
	Kwality Marbles & Handicrafts I Private Limited	106.03	104.68	104.25	104.55
	Makindian Township Private Limited	1,169.00	642.76	634.10	-
	Shree Umiya Builder & Devlopers	-	-	-	122.68
	Holding Company				
	PKH Ventures Limited (Formerly known as	1,819.27	1,717.89	159.23	-

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
	P.K.Hospitality Services Private Limited)				
11.	Trade Receivables				
	Enterprise over which KMP are able to Exercise Influential Control				
	Eternal Building Assets Private Limited	1,138.02	832.64	1,891.59	2,373.47
	Garuda ILES Joint Venture	-	49.41	74.19	74.19
	Makindian Township Private Limited	-	527.05	527.05	527.05
	Garuda Urban Remedies Limited	166.63	-	-	-
	Shree Umiya Builder & Developers	4,462.46	12,400.94	794.80	-
12.	Other Current Liabilities				
	Relative of KMP				
	Jyotsna Agarwal	-	-	2.24	2.24
13.	Trade Payables				
	Enterprise over which KMP are able to Exercise Influential Control				
	Artemis Electricals and Projects Limited	1,079.12	-	3,460.28	4,732.08
	Electroforce India Private Limited	-	176.90	-	-
	Golden Chariot Hospitality Services Private Limited	-	-	-	191.85
	Magnolia Buildcon Private Limited	-	-	-	9.58
14.	Advance from Customer				
	Enterprise over which KMP are able to Exercise Influential Control				
	Artemis Electricals and Projects Limited	-	600.16	-	-
	Electroforce India Private Limited	1,007.71	-	-	-
15.	Mobilization				

Sr. No.	Nature of Transactions	Period Ended July 31st, 2023	Year Ended March 31st, 2023	Year Ended March 31st, 2022	Year Ended March 31st, 2021
	Advance				
	Enterprise over which KMP are able to exercise influential control				
	Eternal Building Assets Private Limited	-	-	-	2,185.54

36. Defined Benefit Plans (Unfunded) - Gratuity:

1. Reconciliation of Opening and Closing Balances of Defined Benefit Obligation:

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Defined Benefit Obligation at Beginning of the Year	6.16	4.57	2.54
Current Service Cost	1.14	0.29	1.57
Interest Cost	0.43	1.07	0.17
Actuarial Loss	(3.50)	0.23	0.28
Benefits Paid	-	-	-
Defined Benefit Obligation at Year End	4.23	6.16	4.57

2. Expense Recognized under Employment Costs During the Year :

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
In Income Statement			
Current Service Cost	1.14	0.29	1.57
Interest Cost	0.43	1.07	0.17
Net Cost	1.57	1.36	1.75
In Other Comprehensive Income			
Actuarial Gain / (Loss)	(3.50)	0.23	0.28
Net Expense for the Period recognized in OCI	(3.50)	0.23	0.28

3. Actuarial Assumptions

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
	Indian Assured Lives	Indian Assured Lives	Indian Assured Lives
Mortality Table	"Mortality (2012-14)"	"Mortality (2012-14)"	"Mortality (2012-14)"
Discount Rate (Per Annum)	7.20%	6.33%	6.33%
Rate of Escalation in Salary (Per Annum)	10.00%	8.00%	8.00%
Attrition Rate	20.00%	5.00%	5.00%

4. Amount Recognized in the Balance Sheet

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Present Value of Benefit Obligation as the Opening of the Period	6.16	4.57	2.54
Expense Recognized in Statement of Profit or Loss	1.57	1.36	1.75
Expense Recognized Other Comprehensive Income	(3.50)	0.23	0.28
Present Value of Benefit Obligation at the End of the Period	4.23	6.16	4.57
Current Liability	3.13	1.81	1.35
Non – Current Liability	1.09	4.34	3.22

5. Amount Recognized in the Profit and Loss Account under the Defined Contribution Plan

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Amount recognized in the Profit and Loss Account under the Defined Contribution Plan	1.57	1.36	1.75

6. Sensitivity Analysis

The sensitivity analysis has been determined based on method that extrapolates the impact on defined benefit obligation as a reasonable change in key assumptions occurring at the end of the reporting period:

Particulars	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Impact on Defined Benefit obligation			
Delta Effect of +1% Change in Rate of Discounting	(0.05)	(0.49)	(0.38)
Delta Effect of -1% Change in Rate of Discounting	0.05	0.52	0.42
Delta Effect of +1% Change in Rate of Salary Increase	0.05	0.55	0.43
Delta Effect of -1% Change in Rate of Salary Increase	(0.04)	(0.47)	(0.37)
Delta Effect of +1% Change in Rate of Employee Turnover	(0.03)	(0.07)	(0.09)
Delta Effect of -1% Change in Rate of Employee Turnover	0.03	0.08	0.10

37. Information on Segment reporting pursuant to Ind AS 108 - Operating Segments

Operating Segments

- Construction Activity
- Maintenance of Building
- Consultancy Services

Identification of Segments

The chief operational decision maker monitors the operating results of its business segments separately for the purpose of making decisions about resource allocation and performance assessment. Segment performance is evaluated based on profit and loss of the segment and is measured consistently with profit or loss in these financial statements. Operating segments have been identified on the basis of the nature of products.

Segment Revenue and Results

The expenses and income which are not directly attributable to any business segment are shown as unallocable expenditure (net of unallowable income).

The measurement principles of segments are consistent with those used in preparation of these financial statements. There are no inter-segment transfers.

Segment Revenue	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Construction Activity	3,358.74	15,192.80	5,962.08	4,854.64
Maintenance of Building	283.33	774.17	1,740.00	-
Consultancy Services	-	-	-	2,340.88
Other Operating Revenue	-	101.79	-	-
Revenue from Operations	3,642.07	16,068.76	7,702.08	7,195.52
Segment Result	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Construction Activity	1,137.54	5,650.84	2,695.25	1,382.37
Maintenance of Building	127.50	348.38	783.00	-
Consultancy Services	-	-	-	468.18
Other Operating Revenue	-	(15.11)	-	-
Unallocated	2.66	33.65	0.71	324.70
	1,267.70	6,017.75	3,478.96	2,175.24
Less:				
Employee Benefits Expenses	63.90	156.04	124.95	196.91
Finance Costs	0.62	38.32	207.38	232.84
Depreciation and Amortization Expenses	13.43	52.14	31.08	29.69
Other Expenses	37.67	262.54	637.16	486.89
Profit Before Exceptional Items and Tax	1,152.08	5,508.72	2,478.38	1,228.91
Exceptional Items	-	-	-	-
Profit Before Tax	1,152.08	5,508.72	2,478.38	1,228.91
Less: Tax Expenses	289.95	1,429.19	600.16	301.13
Net Profit for the Year	862.12	4,079.53	1,878.22	927.78

Segment Assets and Liabilities

As some of the assets and liabilities are deployed interchangeably across segments, it is not practically possible to allocate those assets and liabilities to each segment. Hence, the details of assets and liabilities have not been disclosed in the above table.

Secondary Segment Information

Segment Revenue	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Within India	3,642.07	16,068.76	7,702.08	7,195.52
Outside India	-	-	-	-
	3,642.07	16,068.76	7,702.08	7,195.52

Information about Major Customers

Revenue from four customer amounted to ₹ 3,296.28 Lakhs (March 31st, 2023: three customer ₹ 14,322.82 Lakhs and March 31st, 2022: two customer ₹ 6,492.16 Lakhs and March 31st, 2021: one customer ₹ 2,401.93 Lakhs), arising from Construction segment. No other customer contributed to more than 10% of revenues.

38. Fair Value Measurement

"The fair value of the financial assets are included at amounts at which the instruments could be exchanged in a current transaction between willing parties other than in a forced or liquidation sale.

The following methods and assumptions were used to estimate the fair value:

- Fair value of cash and short term deposits, trade and other short term receivables, trade payables, other current liabilities, approximate their carrying amounts largely due to the short-term maturities of these instruments.
- Financial instruments with fixed and variable interest rates are evaluated by the Company based on parameters such as interest rates and individual credit worthiness of the counterparty. Based on this evaluation, allowances are taken to account for the expected losses of these receivables."

Segment Revenue	Refer Note	As at July 31st, 2023		As at March 31st, 2023		As at March 31st, 2022		As at March 31st, 2021	
		FVTP L	Amortiz ed Cost	FVTP L	Amortiz ed Cost	FVTP L	Amortiz ed Cost	FVTP L	Amortize d Cost
Financial Assets									
Non-Current									
Other Financial Assets	6		1,324.50		1,030.89		977.17		977.57
Current									
Trade Receivables	10	-	7,575.48	-	7,697.71	-	3,017.34	-	3,269.09
Cash and Cash Equivalents	11	-	62.32	-	484.60	-	688.39	-	20.59
Other Bank Balances	12	-	42.37	-	177.36	-	16.45	-	15.95
Loans	13	-	8.19	-	9.73	-	5.35	-	-
Total Financial Assets		-	9,012.85	-	9,400.28	-	4,704.69	-	4,283.20
Financial Liabilities									
Non-Current									
Borrowings	16	-	13.74	-	15.39	-	-	-	-
Other Financial Liabilities	17		950.00		950.00		950.00		3,135.54
Current									
Borrowings	19	-	4.21	-	3.90	-	1,199.02	-	1,499.87
Trade Payables	20	-	4,651.24	-	6,233.99	-	4,069.69	-	5,811.81
Other Financial Liabilities	17	-	18.32	-	13.06	-	11.89	-	48.72
Total Financial Liabilities		-	5,637.51	-	7,216.35	-	6,230.60	-	10,495.94

c. Fair Value Hierarchy

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices)

Level 3 - Inputs for the assets or liabilities that are not based on observable market data (unobservable inputs)

The following tables provides the fair value measurement hierarchy of the Company's assets and liabilities:

As at July 31st, 2023	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
Financial Assets Measured at FVTPL	-	-	-	-
Loans	-	-	-	-
Total	-	-	-	-
Financial Liabilities Measured at FVTPL				
Borrowings	-	-	-	-
Total	-	-	-	-

As at March 31st, 2023	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
Financial Assets Measured at FVTPL	-	-	-	-
Loans	-	-	-	-
Total	-	-	-	-
Financial Liabilities Measured at FVTPL				
Borrowings	-	-	-	-
Total	-	-	-	-

As at March 31st, 2022	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
Financial Assets Measured at FVTPL	-	-	-	-
Loans	-	-	-	-
Total	-	-	-	-
Financial Liabilities Measured at FVTPL				
Borrowings	-	-	-	-
Total	-	-	-	-

As at March 31st, 2021	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
Financial Assets Measured at FVTPL	-	-	-	-
Loans	-	-	-	-
Total	-	-	-	-
Financial Liabilities Measured at FVTPL				
Borrowings	-	-	-	-
Total	-	-	-	-

- d. The carrying amounts of trade receivables, cash and cash equivalents, bank balances other than cash and cash equivalents, current loans, other current financial assets, current borrowings, trade payables and Other financial liabilities.

39. Ratios

Comparison of ratios between March 31st, 2023 and March 31st, 2022:

Sr.	Ratios	As at March 31st, 2023	As at March 31st, 2022	Changes	Reason
1.	Current Ratio (Total Current Assets/Total Current Liabilities)	1.74	1.36	27.69%	Due to Increase in Current Assets
2.	Debt-Equity Ratio (Total Debt/Total Equity)	0.00	0.29	-99.19%	Due to Decrease in Borrowing
3.	Debt Service Coverage Ratio (Profit Before	144.77	12.95	1017.83%	Due to Increase in Profit

Sr.	Ratios	As at March 31st, 2023	As at March 31st, 2022	Changes	Reason
	Interest & Tax/Debt Service)				
4.	Inventory Turnover Ratio (Sale of Products/Average Inventory)	NA	NA	NA	NA
5.	Trade Receivables Turnover Ratio (Revenue from Operation/Average Trade Receivable)	3.00	2.45	22.40%	
6.	Trade Payables Turnover Ratio (Net Credit Purchases (Raw Material, Packing Material and Purchase of Traded Goods)/Average Trade Payable)	0.22	0.23	-2.31%	
7.	Net Capital Turnover Ratio (Revenue from Operations/Working Capital (Total Current Assets less Total Current Liabilities))	2.57	3.53	-27.21%	Due to Increase in Working Capital
8.	Return on Equity (Profit for the Year/Total Equity)	49.38%	44.94%	9.87%	
9.	Net Profit Ratio (Profit for the Year/Revenue from Operations)	25.39%	24.39%	4.11%	
10.	Return on Capital Employed (Profit before Tax and Finance Costs/Capital Employed (Net worth + Lease liability + Deferred tax Liability))	60.20%	42.44%	41.83%	Due to Increase in Profit
11.	Return on Investment (Income Generated from Invested funds/Average Invested Funds)	NA	NA	NA	NA

Sr.	Ratios	As at March 31st, 2022	As at March 31st, 2021	Changes	Reason
1.	Current Ratio (Total Current Assets/Total Current Liabilities)	1.36	1.33	2.51%	-
2.	Debt-Equity Ratio (Total Debt/Total Equity)	0.29	0.65	-55.98%	Due to Decrease in Borrowing
3.	Debt Service Coverage Ratio (Profit Before Interest & Tax/Debt Service)	12.95	6.28	106.29%	Due to Increase in Profit
4.	Inventory Turnover Ratio (Sale of Products/Average Inventory)	NA	NA	NA	NA
5.	Trade Receivables Turnover Ratio (Revenue from Operation/Average Trade Receivable)	2.45	2.43	0.89%	
6.	Trade Payables Turnover Ratio (Net Credit Purchases (Raw Material, Packing Material and Purchase of Traded Goods)/Average Trade Payable)	0.23	0.25	-9.86%	
7.	Net Capital Turnover Ratio (Revenue from Operations/Working Capital (Total Current Assets less Total Current Liabilities)	3.53	2.78	27.38%	Due to Increase in Revenue from Operation
8.	Return on Equity (Profit for the Year/Total Equity)	44.94%	40.32%	11.46%	
9.	Net Profit Ratio (Profit for the Year/Revenue from Operations)	24.39%	12.89%	89.13%	Due to Increase in Profit
10.	Return on Capital Employed (Profit before Tax and Finance Costs/Capital Employed (Net worth + Lease liability + Deferred tax Liability)	42.44%	21.07%	101.40%	Due to Increase in Profit
11.	Return on Investment (Income Generated from Invested funds/Average Invested Funds)	NA	NA	NA	NA

40. Corporate Social Responsibility

Sr.	Particular	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
1.	Amount required to be Spent by the Company during the Year	61.44	26.50	11.02	Nil
2.	Amount of Expenditure Incurred	-	26.50	11.02	Nil
3.	Shortfall at the End of the Year	61.44	-	-	Nil
4.	Total of Previous Years Shortfall	Nil	Nil	Nil	Nil
5.	Reason for Shortfall	NA	NA	NA	NA
6.	Nature of CSR Activities	Donation to CSR Trust	Donation to CSR Trust	Donation to CSR Trust	NA
7.	Details of related party transactions, e.g., contribution to a trust controlled by the company in relation to CSR expenditure as per relevant Accounting Standard,	NA	NA	NA	NA
8.	Where a provision is made with respect to a liability incurred by entering into a contractual obligation, the movements in the provision during the year shall be shown separately.	NA	NA	NA	NA

41. Disclosure of Transactions With Struck Off Companies

The Company did not have any material transactions with companies struck off under Section 248 of the Companies Act, 2013 or Section 560 of Companies Act, 1956 during the financial year.

42. No transactions to report against the following disclosure requirements as notified by MCA pursuant to amended Schedule III:

1. Crypto Currency or Virtual Currency
2. Benami Property held under Prohibition of Benami Property Transactions Act, 1988 and rules made thereunder
3. "Registration of charges or satisfaction with Registrar of Companies"
4. Relating to borrowed funds:
 - a. Wilful defaulter
 - b. Utilisation of borrowed funds & share premium
 - c. Borrowings obtained on the basis of security of current assets
 - d. Discrepancy in utilisation of borrowings

43. Advances in the nature of loans to Related Parties repayable on demand / no specific terms of repayment:

Particular Types of Borrower	As at July 31st, 2023		As at March 31st, 2023	
	Amount of loan and Advance in the nature of Loan outstanding	Percentage to the total Loans and Advances in the nature of loans	Amount of loan and Advance in the nature of Loan outstanding	Percentage to the total Loans and Advances in the nature of loans
Promoters	2,988.27	60.49%	2,361.54	46.41%

Particular	As at July 31st, 2023		As at March 31st, 2023	
	Types of Borrower	Amount of loan and Advance in the nature of Loan outstanding	Percentage to the total Loans and Advances in the nature of loans	Amount of loan and Advance in the nature of Loan outstanding
Directors	-	-	-	-
KMPs	-	-	-	-
Other Related Parties	1,950.96	39.49%	1,868.00	36.71%

Particular	As at 31st, 2022		As at March 31st, 2021	
	Types of Borrower	Amount of loan and Advance in the nature of Loan outstanding	Percentage to the total Loans and Advances in the nature of loans	Amount of loan and Advance in the nature of Loan outstanding
Promoters	793.32	18.94%	-	-
Directors	-	-	-	-
KMPs	-	-	-	-
Other Related Parties	1,973.26	47.12%	2,438.64	89.44%

44. Reconciliation of retained earnings as per audited consolidated Ind AS financial statements with total equity as per Restated Ind AS Summary Statements

Reconciliation of Total Equity as at

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Equity as per audited consolidated financial statements	7,877.61	7,015.48	2,933.34	1,055.29
Adjustments:	-	-	-	-
Equity as per Restated financial statements	7,877.61	7,015.48	2,933.34	1,055.29

Reconciliation of Profit as at

Particulars	As at July 31st, 2023	As at March 31st, 2023	As at March 31st, 2022	As at March 31st, 2021
Profit as per audited consolidated financial statements	862.12	4,082.14	1,878.05	927.58
Adjustments:	-	-	-	-
Equity as per Restated financial statements	862.12	4,082.14	1,878.05	927.58

Part B -Non adjusting events

Audit qualifications for the respective years, which do not require any adjustments in the Restated summary statements are as follows:

Nil

Part C: Material re-grouping

Appropriate re-groupings have been made in the Restated summary statement of assets and liabilities,

Restated summary statement of profit and loss and Restated summary statement of cash flows, wherever required, by reclassification of the corresponding items of income, expenses, assets, liabilities and cash flows, in order to bring them in line with the accounting policies and classification as per the Ind AS financial information of the Group for the Year ended March 31st, 2023 respectively prepared in accordance with Schedule III of Companies Act, 2013, requirements of Ind AS 1 and other applicable Ind AS principles and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations, 2018, as amended.

45. In the opinion of the Board, the Current Assets, Loans and Advances are approximately of the value stated as realizable in the ordinary course of business and the provision for all known liabilities are adequate.
46. Debit and Credit balances are subject to confirmation and reconciliation if any.
47. Previous year figures have been regrouped / reclassified, wherever necessary, to correspond with current year classification.

As per our report of even date attached

For Mittal Agarwal & Company
Chartered Accountants
Registration No. 131025W

For and on Behalf of the Board

Piyush Agarwal
Partner
M. No. 135505

Pravin Kumar Agarwal
Director
DIN: 00845482

Vijay Kashinath Shinde
Director
DIN - 07856883

Place: Mumbai
Date :

Rohit Ramanand Pareek
Chief Financial Officer

Shivali Mishra
Company Secretary

OTHER FINANCIAL INFORMATION

RESTATED STATEMENT OF ACCOUNTING RATIOS				
Particulars	For the Four-months period ended July 31, 2023	For the Financial Years ended March 31		
		2023	2022	2021
Restated PAT as per P&L Account (Rs. in Lakhs)	862.12	4,079.53	1,878.22	927.78
EBITDA (Rs. in Lakhs)	1,166.13	5,599.17	2,716.85	1,491.44
Number of Equity Shares outstanding at the end of the period (Pre- Bonus and Split)	1,24,56,957	1,24,56,957	1,24,56,957	1,24,56,957
Number of Equity Shares outstanding at the end of the period (Post- Bonus and Split)	7,47,41,742	7,47,41,742	7,47,41,742	7,47,41,742
Weighted Average Number of Equity Shares at the end of the Period (Pre-Bonus and Split)	1,24,56,957	1,24,56,957	1,24,56,957	1,24,56,957
Weighted Average Number of Equity Shares at the end of the Period (Post-Bonus and Split)	7,47,41,742	7,47,41,742	7,47,41,742	7,47,41,742
Net worth (Rs. in Lakhs)	9,123.30	8,261.18	4,179.04	2,300.99
Current Assets (Rs. in Lakhs)	14,973.13	14,652.99	8,149.02	10,411.90
Current Liabilities (Rs. in Lakhs)	8,150.89	8,407.29	5,970.04	7,818.93
Earnings per share (Basic & Diluted)-Not Annualised				
Pre-Bonus and Split	6.92	32.75	15.08	7.45
Post-Bonus and Split	1.15	5.46	2.51	1.24
Return on Net Worth %	9.45	49.38	44.94	40.32
Net Asset Value per share				
Pre-Bonus and Split	73.24	66.32	33.55	18.47
Post-Bonus and Split	12.21	11.05	5.59	3.08
Current ratio	1.84	1.74	1.36	1.33
Nominal value per equity share (Rs.)	5.00	5.00	5.00	5.00

Notes:

1. The ratios have been calculated as below:
 - (a) Basic Earnings per Share (Rs.) = Restated PAT attributable to Equity Shareholders/ Weighted Average Number of Equity Shares outstanding during the year.
 - (b) Diluted Earnings per Share (Rs.) = Restated PAT attributable to Equity Shareholders/ Weighted Average Number of Diluted Potential Equity shares outstanding during the year.
 - (c) Return on Net Worth (%) = Restated PAT attributable to Equity Shareholders/Average Shareholder's Equity X 100.
 - (d) Restated Net Asset Value per equity share (Rs.) = Restated Net Worth as at the end of the year/ Total Number of Equity Shares outstanding during the year.
2. Weighted Average Number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. Further, number of shares are after considering impact of the bonus shares.
3. Earnings Per Share calculation are in accordance with Accounting Standard 20- Earnings per Share, notified under the Companies (Accounting Standards) Rules 2006, as amended.
4. Net Worth = Equity Share Capital + Reserve and Surplus (including surplus in the Statement of Profit & Loss)
5. The figures disclosed above are based on the Restated Financial Statements of the Company.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

The following discussion of our financial condition and results of operations should be read in conjunction with our restated financial statements as of and for the 4M Financial Year 2023 and years ended March 31, 2023, 2022 and 2021 prepared in accordance with the Companies Act, 1956 and Companies Act, 2013 to the extent applicable and Ind AS and restated in accordance with the SEBI (ICDR) Regulations, including the schedules, annexure and notes thereto and the reports thereon, included in "**Financial Information**" beginning on page 220 of this Prospectus

This discussion contains forward-looking statements and reflects our current views with respect to future events and financial performance. Actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors such as those set forth in "**Risk Factors**" and "**Forward-Looking Statements**" beginning on pages 34 and 21 respectively, of this Prospectus

Our Financial Year ends on March 31 of each year. Accordingly, all references to a particular Financial Year are to the 12 months ended March 31 of that year.

SUMMARY OF THE RESULTS OF OPERATION:

The following table sets forth select financial data from restated profit and loss accounts for the four months period ended July 31, 2023 and financial year ended on March 31, 2023, March 31, 2022 and March 31, 2021 and the components of which are also expressed as a percentage of total income for such periods.

Particulars	Four Months ended on July , 2023		For the year ended March 31,					
	July 2023	% of Total Revenue	2023	% of Total Revenue	2022	% of Total Revenue	2021	% of Total Revenue
Revenue from operations (net)	3,642.07	99.93%	16,068.76	99.79%	7,702.08	99.99%	7,195.52	95.68%
Other income	2.66	0.07%	33.65	0.21%	0.71	0.01%	324.70	4.32%
Total Income	3,644.73	100.00%	16,102.41	100.00%	7,702.79	100.00%	7,520.22	100.00%
Expenses								
Cost of Materials Consumed	274.98	7.54%	1,154.82	7.17%	1,133.65	14.72%	1,708.73	22.72%
Construction Expenses	2,102.05	57.67%	8,929.84	55.46%	3,090.17	40.12%	3,636.24	48.35%
Employee Benefits Expenses	63.90	1.75%	156.04	0.97%	124.95	1.62%	196.91	2.62%
Finance Costs	0.62	0.02%	38.32	0.24%	207.38	2.69%	232.84	3.10%
Depreciation and Amortisation Expenses	13.43	0.37%	52.14	0.32%	31.08	0.40%	29.69	0.39%
Other Expenses	37.67	1.03%	262.54	1.63%	637.16	8.27%	486.89	6.47%
Total Expenses	2,492.66	68.39%	10,593.69	65.79%	5,224.41	67.82%	6,291.31	83.66%
Profit Before Exceptional Items and Tax	1,152.08	31.61%	5,508.72	34.21%	2,478.38	32.18%	1,228.91	16.34%
Exceptional Items	-		-		-		-	
Profit Before Tax	1,152.08	31.61%	5,508.72	34.21%	2,478.38	32.18%	1,228.91	16.34%
Tax Expenses								
Current Year	288.20	7.91%	1,425.73	8.85%	623.36	8.09%	309.99	4.12%
Deferred Tax	1.76	0.05%	3.46	0.02%	(23.20)	-0.30%	(8.87)	-0.12%

Particulars	Four Months ended on July, 2023		For the year ended March 31,					
	July 2023	% of Total Revenue	2023	% of Total Revenue	2022	% of Total Revenue	2021	% of Total Revenue
	Profit for the Year	862.12	23.65%	4,079.53	25.33%	1,878.22	24.38%	927.78

Business Overview

Our Company was incorporated as “Garuda Construction and Engineering Private Limited” on September 21, 2010, as a private limited company, in accordance with the provisions of the erstwhile Companies Act, 1956, pursuant to a Certificate of Incorporation dated September 21, 2010. Our aim is to increase our execution capabilities in terms of the size and number of civil construction projects across various sectors, namely, residential, residential cum commercial, infrastructure, commercial and industrial. We also aim to procure larger contracts with other developers outside our group entities and expand our client base. Along with our growing civil construction base, we intend to take on larger roles in the capacity of developers and we intend to commence such development mandates in due course.

Our Company, is a growing civil construction company with growth in revenue from operations of ₹ 3642.70 lakhs for the four-month period ended July 31, 2023, ₹ 16068.76 lakhs, ₹ 7702.08 lakhs, and ₹ 7195.52 lakhs or Fiscal 2023, Fiscal 2022, and Fiscal 2021, respectively. We provide end-to-end civil construction for residential, commercial, residential cum commercial, infrastructure and industrial projects and additional services for infrastructure and also hospitality projects, Wherein, civil construction includes construction of residential, hospitality, industrial, infrastructural and commercial buildings, construction of concrete building structures and composite steel structures which are required for the civil construction. Further, we are also involved in sector pertaining to civil construction cum services. The construction of concrete building structures and composite steel structures are procured by us from underlying sub-contractors as per specified designs which may be mandated by overlying developers or by our own engineering teams. Further, we also provide services such as operations and maintenance services (“O&M”) and Mechanical, Electrical and Plumbing (“MEP”) services and finishing works as a part of our construction services. Hence, all-in-all we offer complete construction services under our banner.

Though historically we have been an in-house construction company for our group related entities, where our group entities and corporate Promoters bid for third party civil construction contracts (private sector as well as where Government entities have a requirement where the bidding is as per publicly available tender documents and the Governments tendering process in certain cases), we are directly venturing into contracts with unrelated third parties and we are taking on a larger role of a residential developer.

We started the civil construction work in hospitality sector with Golden Chariot Vasai Hotel & Spa in the year 2010. The initial objective was to be an in-house construction company. However, with increased exposure and work experience in the construction sector we are desirous of expanding our business. For instance, in 2014, we completed construction of the Golden Chariot Vasai Hotel & Spa; in 2015, we renewed and refurbished Golden Chariot, the Boutique Hotel, these were construction contracts with our promoter namely PK Hospitality Services Private Limited. In the year 2017, we commenced the civil construction of residential buildings in the Mumbai Metropolitan Region (“MMR”) near the Riwali park, Kandivali, dated June 30, 2017. In 2021, we concluded civil construction of the Delhi Police Headquarters, for the concessionaire, which is one of our marquee projects, which involved construction of twin towers of seventeen (17) storeys each, with a complete glass façade and steel bridge connecting the two towers. We are currently engaged in civil construction of five (5) residential projects, two (2) commercial projects, one (1) residential cum commercial, one (1) industrial project, one (1) infrastructure and one (1) civil construction cum services.

Significant Developments subsequent to latest audit period for four months as at 31st July 2023

In the opinion of the Board of Directors of our Company, since the date of the last audited period i.e., July 31, 2023, as disclosed in this Prospectus, there are no circumstances that materially or adversely affect or are likely to affect the trading or profitability of our Company or the value of its assets or its ability to pay its material liabilities

within the next twelve months except as follows:

1. The Board of Directors have decided to get their equity shares listed on BSE Limited and National Stock Exchange of India Limited and pursuant to Section 62(1)(c) of the Companies Act 2013, by a resolution passed at its meeting held on December 30, 2023, proposed the Issue, subject to the approval of the shareholders and such other authorities as may be necessary.
2. The shareholders of the Company have, pursuant to Section 62(1)(c) of the Companies Act 2013, by a special resolution passed in the Extra – Ordinary General Meeting held on 24th January 2024, authorized the Initial Public Issue.
3. The shareholders of the Company have, pursuant to Section 61 of the Companies Act 2013, by a resolution passed in the Extra – Ordinary General Meeting held on August 25, 2023, authorized to increase the Authorized Capital from existing 12.50 crores to 50.00 crores.
4. The Board of Directors had proposed a bonus issue in the ratio of 2:1 i.e. 2 Equity Shares for every one equity share held by the shareholders pursuant to the Board Resolution dated 31st August 2023, approved by the shareholders in the Extra-Ordinary General Meeting of the members of the company vide resolution dated September 4, 2023 and allotment made pursuant to Board Resolution dated 5th September 2023.
5. The Board of Directors had proposed split of Equity Shares of Face Value of Rs. 10 per share to Rs. 5 per share pursuant to the Board Resolution dated September 5, 2023, approved by the shareholders in the Extra-Ordinary General Meeting of the members of the company vide resolution dated September 6, 2023.
6. Our Company was converted to a public limited company, pursuant to a special resolution passed in the Board Meeting held on September 5, 2023 shareholders at the Extra Ordinary General Meeting held on September 09, 2023 and the name of our Company was changed to "Garuda Construction and Engineering Limited" and a fresh Certificate of Incorporation dated October 10, 2023 was issued to our Company bearing CIN No. U45400MH2010PLC207963 by the RoC, Maharashtra at Mumbai.
7. Our company had appointed Mr. Pravin Kumar Bijendra Kumar Agarwal as the Chairman cum Managing Director, Mr. Mohit Kapoor as Whole-time Director of the company w.e.f .1st September, 2023 pursuant to the special resolution approved by the shareholders at the Extra Ordinary General Meeting held on October 12, 2023
8. Our company had appointed and Ms. Aaushi Batheja as the the Company Secretary and Compliance Officer w.e.f 8th September 2023 pursuant to the Board Resolution passed in the Board Meeting held on September 2, 2023.
9. Our company's registered office was shifted from 142 Garuda House, Upper Govind Nagar, Malad East, Mumbai - 400097 to 201, A Wing, Fortune 2000, C3 Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 pursuant to the resolution passed in the Board of Directors meeting held on 29th January 2024

Factors Affecting our Results of Operations:

Our business, results of operations and financial condition are affected by a number of factors, some of which are beyond our control. This section sets out certain key factors that we believe have affected our business, results of operations and financial condition in the past or which we expect will affect our business, results of operations or financial condition in the future. For a detailed discussion of certain factors that may adversely affect our business, results of operations and financial condition, see "*Risk Factors*" beginning on page 34.

SIGNIFICANT ACCOUNTING POLICIES:

For Significant accounting policies please refer "*Significant Accounting Policies to the Restated Financial Statements*", under Section titled "*Financial Information*" beginning on page 220 of the Prospectus.

MAIN COMPONENTS OF PROFIT AND LOSS ACCOUNT

Income

Our Total Income comprises of Revenue from core business operations and Other Income.

Revenue from operations

The Revenue from operations consist of revenue from construction contracts and maintenance of building. Our revenue from operations as a percentage of total revenue was 99.93%, 99.79%, 99.99% and 95.68% for 4M FY23, FY23, FY22 and FY21 respectively.

Other Income

Other Income comprises of Interest Income from Fixed Deposits with Banks. Other Income as a percentage of Total Revenue was 0.07%, 0.21%, 0.01% & 4.32% for 4M FY23, FY23, FY22 and FY21 respectively. In FY21, sundry balances written back constituted the major component of Other Income.

Expenditure

Our total expenditure primarily consists of Direct Expenses, Employee Benefit expenses, Finance Expenses, Depreciation & Amortization Expenses and Other Expenses which is 68.39%, 65.79%, 67.82% & 83.66% of total revenue for 4M FY23, FY23, FY22 and FY21 respectively.

Direct Expenses:

Direct Expenses is represented mainly by Cost of Materials consumed and Construction Expenses which includes labour and works contract charges and other ancillary charges which includes machinery and equipment hiring charges, power and fuel expenses, site expenses, repairs & maintenance, and transportation charges.

Cost of Materials consumed forms 7.54%, 7.17%, 14.72% and 22.72% of the total revenue for 4M FY23, FY23, FY22 and FY21 respectively.

Direct Expenses form a major part of the Total Expenditure and which is 57.67%, 55.46%, 40.12% and 48.35% of total revenue for 4M FY23, FY23, FY22 and FY21 respectively.

Employee Benefit Expenses:

Employee Benefit expenses include Salaries/Wages, Bonus & Allowances, Gratuity, Contribution to Provident Fund and Other Funds and Staff Welfare Expenses. Employee Benefit Expenses as a percentage of Total Revenue was 1.75%, 0.97%, 1.62% and 2.62% for 4M FY23, FY23, FY22 and FY21 respectively.

Finance Expenses:

Finance Expenses includes Interest Expenses and Bank Processing Fee and Charges which form 0.02%, 0.24%, 2.69% and 3.10% of total revenue for 4M FY23, FY23, FY22 and FY21 respectively.

Depreciation & Amortization:

Depreciation & Amortization includes Depreciation on Tangible assets which forms 0.37%, 0.32%, 0.40% and 0.39% of total revenue for 4M FY23, FY23, FY22 and FY21 respectively.

Other Expenses:

Other Expenses includes Professional Charges, Rent, rates and taxes, Office expenses, Insurance expenses, Donations, CSR, Bad Debts, Provision for Bad Debts, Telephone expenses, Printing & Stationery, Travelling and Conveyance and Payment to Auditors which is 1.03%, 1.63%, 8.27% and 6.47% of the Total Revenue for 4M FY23, FY23, FY22 and FY 21 respectively.

In FY 22, there were Bad Debts and Provision for Bad Debts which constituted 5.56% of the Total Revenue of FY 21.

In FY 21, there was loss on sale of shares which constituted 4.27% of the Total Revenue of FY 21. This loss was due to sale of shares of subsidiaries and associate companies.

FOUR MONTHS ENDED JULY 31, 2023

The total revenue was Rs. 3,644.73 Lakhs for four months ended July 31, 2023.

Revenue from Operations

Revenue from operations contributed Rs.3,642.07 lakhs for four months period or 99.93% of total revenue for this period.

Other Income

Other Income contributed Rs. 2.66 lakhs for four months ended July 31, 2023 or 0.07% of total revenue for this period.

Total Expenses stood at Rs.2,492.66 lakhs or 68.39% of Total Income for four months ended July 31, 2023.

Cost of Material Consumed

Cost of Material Consumed contributed to Rs.274.98 lakhs or 7.54% of Total Revenue for four months ended July 31, 2023.

Construction Expenses

Construction Expenses contributed to Rs. 2,102.05 lakhs or 57.67% of Total Revenue for four months ended July 31, 2023.

Employee Benefit Expense

Employee Benefit Expense contributed to Rs.63.90 lakhs or 1.75% of Total Revenue for four months ended July 31, 2023.

Finance Cost

Finance cost contributed Rs.0.62 lakhs or 0.02% of Total revenue for four months ended July 31, 2023.

Depreciation & Amortization

Depreciation & Amortization contributed Rs. 13.43 lakhs or 0.37% of Total revenue for four months ended July 31, 2023.

Other Expenses

Other Expenses contributed Rs.37.67 lakhs or 1.03% of Total Revenue for four months ended July 31, 2023.

Tax Expenses

Tax Expense contributed Rs. 289.95 lakhs or 7.96% of Total revenue for four months ended July 31, 2023.

Profit after Tax

Profit after Tax stood at Rs. 862.12 lakhs or 23.65% of Total revenue for four months ended July 31, 2023.

Other key ratios: (not annualized)

Particulars	For the Four months period ending July 31, 2023
Return on Net worth %	9.45%
Current Ratio	1.84

Return on Net worth

This is defined as Net profit after tax divided by Net worth, based on the Restated financial statements.

Current Ratio

This is defined as total current assets divided by total current liabilities, based on the Restated Financial Statements.

FINANCIAL YEAR 2022-23 COMPARED WITH 2021-22

The Total Income for FY2022-23 has increased by 109.05% from Rs.7,702.79 lakhs for FY 2021-22 to Rs.16,102.41 lakhs for FY 2022-23.

Revenue from Operations

Revenue from operations has increased by 108.63% from Rs.7,702.08 lakhs for FY 2021-22 to Rs.16,068.76 lakhs for FY 2022-23.

Other Income

Other Income increased from Rs.0.71 lakhs for FY 2021-22 to Rs.33.65 lakhs for FY 2022-23. The increase is due to sundry balances written back as received.

Cost of Material Consumed

Cost of Material Consumed increased from Rs.1,133.65 lakhs for FY 2021-22 to Rs.1,154.82 lakhs for FY 2022-23. There is no significant increase in the consumption of materials.

Employee Benefit Expenses

Employee Benefit Expense has been increased by 24.88% from Rs.124.95 lakhs for FY 2021-22 to Rs.156.04 lakhs for FY 2022-23 mainly due to increase in Salaries, Bonus and Allowances.

Other Expenses

Other Expenses has been decreased from Rs.637.16 lakhs for FY 2021-22 to Rs. 262.54 lakhs for FY 2022-23. The decrease is seen due to Bad Debts and Provision for Bad Debt in the FY 2021-22 due for an amount of Rs. 427.98 lakhs.

Depreciation & Amortization

Depreciation & Amortization expense has increased from Rs.31.08 lakhs for FY 2021-22 to Rs.52.14 lakhs for FY 2022-23 due to additions in Plant & Machinery for an amount of Rs. 92.84 lakhs during March in the FY 2021-22.

Profit before tax

Profit before tax has increased by 122.27% from Rs. 2478.38 lakhs for FY 2021-22 to Rs. 5508.72 lakhs for FY 2022-23. The substantial increase in Profit before Tax was due to increase in revenue from operations in the FY 2022-23.

Tax Expense

Tax Expense has increased to Rs.1429.19 lakhs from Rs.600.16 lakhs for FY 2022-23 to FY 2021-22. The increase in tax expense incurred was primarily due to higher profit before tax for FY23 as compared to FY22.

Profit after tax

Profit after tax has increased by 117.20% from Rs. 1878.22 lakhs for FY 2021-22 to Rs.4079.53 lakhs for FY 2022-23. The resultant effect was due to higher increase in revenues.

Other key ratios:

Particulars	For the Financial Years ended March 31,	
	2023	2022
Return on Net worth %	49.38%	44.94%
Current Ratio	1.74	1.36

Return on Net- worth

This is defined as Net profit after tax by Net worth, based on the Restated summary statements.

Current Ratio

This is defined as total current assets by total current liabilities, based on the Restated Summary Statements.

FINANCIAL YEAR 2021-22 COMPARED WITH 2020-21

The total Income has increased from Rs.7520.22 lakhs for FY 2020-2021 to Rs.7702.79 lakhs for FY 2021-22, resulting in an increase of 2.43% YoY.

Revenue from operations

Revenue from operations has increased by 7.04% from Rs.7,195.52 lakhs for FY 2020-2021 to Rs.7,702.08 lakhs for FY 2021-22.

Other Income

Other Income has drastically decreased from Rs.324.70 lakhs for FY 2020-21 to Rs.0.71 lakhs for FY 2021-22.

Cost of Material Consumed

Cost of Material Consumed decreased from Rs.1,708.33 lakhs for FY 2020-21 to Rs.1,133.65 lakhs for FY 2021-22.

Employee Benefit Expense

Employee Benefit Expense has decreased by 36.54% from Rs.196.91 lakhs for FY 2020-21 to Rs.124.95 lakhs for FY 2021-22 primarily due to decrease in salaries, wages & bonuses.

Other Expenses

Other Expenses has increased by 30.86% during the year from Rs.486.89 lakhs for FY 2020-21 to Rs.637.16 lakhs for FY 2021-22 primarily due to bad debts and provision for bad debts.

Depreciation & Amortization

Depreciation & Amortization has been increased from Rs.29.69 lakhs for FY 2020-21 to Rs.31.08 lakhs for FY 2021-22.

Profit before Tax

Profit before tax has increased by 101.67% from Rs.1228.91 lakhs for FY 2020-21 to Rs.2478.38 lakhs for FY 2021-22.

Tax Expense

Tax expense has increased from Rs.301.13 lakhs for FY 2020-21 to Rs.600.16 lakhs for FY 2021-22 primarily due to increase the Profit before Tax for FY22.

Profit after Tax

Profit after tax has increased by 102.44% from Rs.927.78 lakhs for FY 2020-21 to Rs.1878.22 lakhs for FY 2021-22.

Particulars	For the Financial Years ended March 31,	
	2022	2021
Return on Net worth %	44.94%	40.32%
Current Ratio	1.36	1.33

Return on Net - worth

This is defined as Net profit after tax by Net worth, based on the Restated summary statements.

Current Ratio

This is defined as total current assets by total current liabilities, based on the Restated Summary Statements.

CASH FLOW

The table below summaries our cash flows from our Restated Financial Information for four months ended July 31, 2023, financial years March 31, 2023, March 31, 2022, ended March 31, and 2021:

Particulars	For the Four-months period ended July 31, 2023	(Rs. in Lacs)		
		For the Financial Years ended March 31,		
		2023	2022	2021
Net cash (used in)/ Generated from operating activities	(258.85)	1,225.57	1,291.68	619.04
Net cash (used in)/ Generated from investing activities	(161.47)	(211.30)	(115.65)	1,211.36
Net cash (used in)/ Generated from finance activities	(1.96)	(1,218.05)	(508.23)	(1,824.29)

Cah flow from operating activities:

Four months Ended July 31, 2023

The Net cash (used in)/ Generated from operating activities is (Rs. 258.85) lakhs and operating profit before working capital changes was Rs. 1163.47 lakhs. The change on working capital was majorly due to repayment of Trade Payable for an amount of Rs. 1582.75 lakhs

For the year ended 31st March 2023

The Net cash (used in)/ Generated from operating activities is Rs. 1225.57 lakhs and operating profit before working capital changes was Rs. 5565.52 lakhs. The change in working capital was majorly due to increase in Trade Receivables for an amount of Rs. 4680.37 lakhs.

For the year ended 31st March 2022

The Net cash (used in)/ Generated from operating activities is Rs. 1291.68 lakhs and operating profit before working capital changes was Rs. 2716.13 lakhs. The change in working capital was majorly due to decrease in Financial Liabilities for an amount of Rs. 2222.36 lakhs which includes repayment of Mobilization Advance.

For the year ended 31st March 2021

The Net cash (used in)/ Generated from operating activities is Rs. 619.04 lakhs and operating profit before working capital changes was Rs. 1166.74 lakhs. The change in working capital was majorly due to increase in Trade Receivables for an amount of Rs. 612.66 lakhs.

Cash flow from Investing Activities:

Four months Ended July 31, 2023

The Net cash (used in)/ Generated from Investing Activities is (Rs.161.47) lakhs primarily due to security deposit of Rs. 300 lakhs made for business purposes.

For the year ended March 31, 2023

The Net cash (used in)/ Generated from Investing Activities is (Rs.211.30) lakhs primarily due to investment in deposit with banks for an amount of Rs. 177.36 lakhs due creation of lien against performance guarantees.

For the year ended March 31, 2022

The Net cash (used in)/ Generated from Investing Activities is (Rs.115.65) lakhs primarily due to purchase of Fixed Assets (net of sales) of Rs. 115.84 lakhs.

For the year ended March 31, 2021

The Net cash (used in)/ Generated from Investing Activities is Rs.1,211.36 lakhs primarily due to sale of shares of subsidiaries and associate companies.

Cash flow from Financing Activities:

Four months ended July 31, 2023

The Net cash (used in)/ generated from financing activities is (Rs.1.96) lakhs primarily due to long term borrowings of (Rs.1.66) lakhs, short term borrowings of Rs.0.32 lakhs interest cost of (Rs. 0.62) lakhs.

For the year ended March 31, 2023

The Net cash (used in)/ generated from financing activities is (Rs.1,218.05) lakhs primarily due to repayment of working capital loan from Union Bank.

For the year ended March 31, 2022

The Net cash (used in)/ generated from financing activities is (Rs.508.23) lakhs primarily due to due to partial repayment of working capital loan from Union Bank to the tune of Rs. 300 lakhs and its interest expense of Rs. 207.38 lakhs

For the year ended March 31, 2021

The Net cash (used in)/ generated from financing activities is (Rs.1,824.29) lakhs primarily due to repayment of borrowings for an amount of Rs. 1500 lakhs to subsidiary company and interest expense of Rs. 232.84 lakhs

OTHER FACTORS

An analysis of reasons for the changes in significant items of income and expenditure is given hereunder:

1. Unusual or infrequent events or transactions

To our knowledge there have been no transactions or events which, in our 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 this section and the sections of this Red Herring Prospectus titled “*Risk Factors*” and “*Industry Overview*” on pages 34 and 123, respectively, there have been no significant economic changes that materially affected or are likely to affect our Company's income from operations.

3. Known trends or uncertainties that have had or are expected to have a material adverse impact on sales, revenue, or income from continuing operations.

Our business has been impacted and we expect will continue to be impacted by the trends identified above in “*Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Our Results of Operations*” and the uncertainties described in “*Risk Factors*” beginning on pages 274 and 34 respectively. To our knowledge, except as we have described in this Prospectus, there are no known factors that we expect to have a material adverse impact on our revenues or income from operations.

4. Future changes in relationship between costs and revenues

Other than as described in the sections “*Risk Factors*”, “*Our Business*” and “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” on pages 34, 147, and 272 respectively, to our knowledge, no future relationship between expenditure and income is expected to have a material adverse impact on our operations and finances.

5. Total turnover of each major industry segment in which our Company operates

For the three months period ended June 30, 2023 and Financial Years 2023, 2022 and 2021, we have one primary business activity and operate in one industry segment, which is Civil Construction Contracts.

6. Status of any publicly announced New Products or Business Segment

Except as disclosed in the Section “*Our Business*”, our Company has not announced any new product or service.

7. Seasonality of business

Our operations may be adversely affected by difficult working conditions during monsoons that restrict our ability to carry on construction activities to some extent and fully utilize our resources. Our sales may also increase during the last quarter of every Fiscal. Otherwise, we generally do not believe that our business is seasonal.

8. Dependence on single or few customers or suppliers

Please refer to point no. _____ under the section “*Risk Factors*” and also “*Business Chapter*” for a clarity

on the dependence on single or few customers or suppliers.

9. **Competitive conditions**

Competitive conditions are as described under the Sections “*Industry Overview*” and “*Our Business*” beginning on pages 123, and 147 respectively of this Prospectus

[Remainder of this page has been intentionally left blank]

CAPITALISATION STATEMENT

The following capitalization as of July 31st, 2023, on the basis of our Restated Financial Statements:

(₹ in Lakhs)

Particulars	Pre-Issue (As of July 31, 2023)	Post Issue *
Debt		
Short Term Debt	4.21	4.21
Long Term Debt	13.74	13.74
Total Debts	17.95	17.95
Equity (Shareholder's Fund)		
Share Capital	1,245.70	[•]
Reserves & Surplus	7,877.61	[•]
Total Equity	9,123.31	[•]
Total Debt/ Equity Shareholder's funds	~ 0.00%	[•]

* The corresponding post issue figures are not determinable at this stage pending the completion of public issue and hence have not been furnished.

Notes:

1. Short term Debts represent debts which are expected to be paid/payable within 12 months and includes current maturity of long-term debt and Loans repayable on demand.
2. Long term Debts represent debts other than short term Debts as defined above but excludes installment of term loans repayable within 12 months.
3. The figures disclosed above are based on restated statement of Assets and Liabilities of the Company as at 31-07-2023.

[Remainder of this page has been intentionally left blank]

FINANCIAL INDEBTEDNESS

Our Company and Subsidiaries avails loans and facilities in the ordinary course of its business for meeting our working capital, capital expenditure and other business requirements. For details of the borrowing powers of our Board, see "*Our Management – Borrowing Powers*" on page 191.

Currently, our Company is not required to obtain any consents required under the relevant financing documentation for undertaking activities in relation to the Issue, including dilution of the current shareholding of the Promoter and members of the promoter group, expansion of business of the Company, effecting changes in the Company's management including key managerial personnel, ownership capital structure, shareholding pattern, constitutional documents and Board's composition. However, in case our company takes loan post filing of this document and before opening the issue which will require any consent under the relevant financing documentation for undertaking activities in relation to the Issue, including dilution of the current shareholding of the Promoter and members of the promoter group, expansion of business of the Company, effecting changes in the Company's management including key managerial personnel, ownership capital structure, shareholding pattern, constitutional documents and Board's composition, our company will obtain the same before opening of such issue.

As on July 31, 2023, the aggregate outstanding borrowings (including fund based and non-fund based borrowings) of our Company, on a consolidated basis, as certified by our Statutory Auditors vide certificate dated 30 January, 2024 are as follows:

Category of Borrowing	Sanctioned amount	Principal Amount Outstanding as of July 31, 2023
<i>(in ₹ lakhs)</i>		
Secured Loans		
Vehicle Loan	22.50	13.74
Total Secured Loans	22.50	13.74

As on July 31, 2023, the details of the outstanding borrowings (including fund based and non-fund based borrowings) of our Company, on a consolidated basis, as certified by our Statutory Auditors vide certificate dated 30th January, 2024, are as follows:

Sr. No.	Date of creation	Date of satisfaction	Nature	Type of Charge	Charge Holder	Amount Secured by Charge	Document Attached	Security	Attachment
1.	May 21, 2022	-	Auto loan	Motor Vehicle (Hypothecation)	HDFC	22,50,000 (Hyundai Alcazar) 60 EMIs of Rs. 44,819/- from 05.06.2022 to 05.05.2027	Loan Cum Hypothecation Agreement	Movable	proper

[Remainder of this page has been intentionally left blank]

SECTION VI: LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENT

*Except as disclosed in this section, there is no outstanding (i) criminal proceeding; (ii) actions taken by regulatory or statutory authorities; (iii) disciplinary action, including penalty imposed by SEBI or Stock Exchanges against our Promoters in the last five financial years including outstanding action pending against them (iv) claim related to direct and indirect taxes in a consolidated manner giving details of the number of cases and total amount; (v) other pending litigations which are determined to be 'material' as per a policy adopted by our Board ("**Materiality Policy**"), in each case involving our Company, Promoters or Directors (collectively, the "**Relevant Parties**") and; (vi) pending litigation involving our Group Companies which may have a material impact on our Company.*

For the purpose of identification of material litigation in (v) above, our Board has considered and adopted the following policy on materiality with regard to outstanding litigation to be disclosed by our Company in this Draft Red Herring Prospectus pursuant to the Board resolution dated October 11, 2023. Accordingly, the following types of litigation involving the Relevant Parties have been considered as 'material', and accordingly disclosed in this Draft Red Herring Prospectus, as applicable, if:

- a) the monetary amount of the claim made by or against the Company or Promoter or Directors, in any such pending litigation is in excess of 5% of the profit after tax, as per the latest Restated Financial Information of our Company as on July 31, 2023, being Rs. 115 lakhs ("**Materiality Threshold**");*
- b) any pending litigation / arbitration proceedings involving the Relevant Parties where the decision in one litigation is likely to affect the decision in similar litigations, even though the amount involved in an individual litigation may not exceed 5% of the profit after tax, as per the latest Restated Financial Information of our Company included in this Draft Red Herring Prospectus;*
- c) any such litigation / arbitration proceedings which does not meet the criteria set out in (a) above and litigation / arbitration whose outcome could have a material impact on the business, operations, prospects or reputation of our Company, will be considered as material litigation.*

Further, other than as disclosed in this section, (i) there is no litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against our Promoters during the last three years immediately preceding the year of circulation of this Draft Red Herring Prospectus and no directions have been issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action; (ii) there are no inquiries, inspections or investigations initiated or conducted under the Companies Act, 2013 or the Companies Act, 1956 in the last three years immediately preceding the year of circulation of this Draft Red Herring Prospectus involving our Company, nor are there any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of this Draft Red Herring Prospectus involving our Company; (iii) there are no defaults in repayment of (a) undisputed statutory dues; (b) debentures and interest thereon; (c) deposits and interests thereon; and (d) any loan obtained from any bank or financial institution and interest thereon by our Company, as of the date of this Draft Red Herring Prospectus; (iv) there are no material frauds committed against us in the last three years; (v) there are no defaults in annual filing of our Company under the Companies Act, 2013 and the rules made thereunder; (vi) there are no significant and material orders passed by the regulators, courts and tribunals impacting the going concern status of our Company and its future operations; or (vii) there are no reservations, qualifications or adverse remarks of auditors in the last five Fiscal Years immediately preceding the year of circulation of this Draft Red Herring Prospectus.

It is clarified that for the purposes of the above, pre-litigation notices received/sent by the Relevant Parties from third parties (excluding those notices issued by statutory / regulatory / tax authorities or notices threatening criminal action) shall, unless otherwise decided by our Board, have not and shall not, be considered as material litigation until such time that the Relevant Parties, as the case may be, are impleaded as a party in proceedings before any judicial /arbitral forum.

*Except as stated in this section, there are no outstanding material dues to creditors of our Company. In accordance with the "**Materiality Policy**", outstanding dues to any creditor of our Company having monetary value exceeding ₹2,32,56,208 as per the latest fiscal in the Restated Financial Statements included in this Draft Red Herring Prospectus, shall be considered as 'material'. Accordingly, a creditor has been considered '**material**' by our Company if the amount due to such creditor exceeds ₹2,32,56,208.*

All terms defined in a particular litigation disclosure pertain to that litigation only. Unless stated to the contrary, the information provided below is as of the date of this Draft Red Herring Prospectus.

I. LITIGATION INVOLVING OUR COMPANY

A. *LITIGATION FILED AGAINST OUR COMPANY*

1. Criminal Litigation

NIL

2. All actions by Statutory/Regulatory Authorities

NIL

3. Other Pending Litigation Against Our Company

Generic Engineering Construction and Projects Limited vs. Sharifabai Kutubuddin Waff-ul-aulad Trust & Ors.

Our Company has taken over a redevelopment project in Dadar, Mumbai in the capacity of the Joint Developer, wherein M/s. Generic Engineering Construction & Project Limited ("**Developer**"), appointed through the consent terms dated October 8, 2021, signed between the (i) Sharifabai Kutubuddin Wakf-ul-Aulad Trust ("**Trust**"), which is the landowner, and (ii) commercial & residential tenants who resided on the project land. By way of the signed consent terms, the Trust and the commercial & residential tenants were to receive arrears of rents and future rents from the Developer post deduction and payment of statutory dues payable in respect of the project land. However, since the Municipal Corporation of Greater Mumbai ("**MCGM**") and Brihanmumbai Municipal Corporation ("**BMC**") did not provide the exact figures of the statutory dues payable, therefore, rents and statutory liabilities were stuck along with the project. Thereafter, the commercial & residential tenants and the Trust have preferred Interim Application (L) Nos. 4723/2023, 5469/2023 and 15025/2023 in the Commercial Suit No. 198/2021, which have been filed before the Hon'ble Bombay High Court for recovery of arrears of rents and future rents wherein the Hon'ble High Court has made BMC a party to the proceedings and directed it to be present on the next date of hearing, which is scheduled on February 21, 2024.

B. *LITIGATION FILED BY OUR COMPANY*

1. Criminal Litigation

NIL

2. All actions by Statutory/Regulatory Authorities

NIL

3. Other Pending Litigation by our Company

NIL

II. LITIGATION INVOLVING OUR PROMOTERS

A. *LITIGATION FILED AGAINST OUR PROMOTERS*

1. Criminal Litigation

Prakash Soma Trilokar vs. P. K. Hospitality Private Limited and Ors.

Prakash Soma Trilokar ("**Complainant**") filed a Miscellaneous Criminal Complaint No. 13 of 2023 ("**M.C.C.**") in Complaint (ULP) No. 167 of 2021 ("**Complaint**") before the Hon'ble 6th Labour Court at Mumbai (the "**Hon'ble Labour Court**") against P. K. Hospitality Private Limited ("**Accused No. 1/Original Respondent No. 1**"), Pravin Agarwal ("**Accused No. 2/ Original Respondent No. 3**") and Joshna Agarwal ("**Accused No. 2/ Original Respondent No. 4**"), (collectively, "**Accused/ Original Respondents**") for non-compliance with order dated November 21, 2022 passed in the Complaint granting interim reliefs to the Complainant. Our Promoter, PKH Ventures was originally incorporated as 'P. K. Hospitality Services Private Limited.' The Complainant had filed Complaint (ULP) No. 167/2021 before the Court alleging that the Accused are engaged in unfair labour practices and of wrongful termination of employment. Pursuant to which the Hon'ble Labour Court had passed the Order directing the Original Respondents to deposit 50% monthly wages of Complainant from June, 2020 till November, 2022 within 60 days from the date of the Order and further directed to deposit 50% monthly wages of Complainant in the Hon'ble Labour Court from December, 2022 onward before 10th day of each month, till decision of the Complaint. Thereafter, the Complainant has filed this M.C.C before the Court for non-compliance of the Order. The matter is pending to be heard on February 6, 2024.

Satbir Nijjar vs. Makindian Township Private Limited, Pravin Kumar Brijendra Kumar Agarwal and Ors.

Satbir Nijjar ("**Complainant**") filed a Complaint bearing number 151 of 2022 ("**Complaint**"), before the Hon'ble Court of Chief Judicial Magistrate, Amritsar against our Promoters, Makindian Township Private Limited, Mr. Pravin Kumar Brijendra Kumar Agarwal and others (collectively, "**Accused**"). The Complaint is filed under Sections 406, 420, 120-B of the Code of Criminal Procedure, 1973. However, no copy of summons and/ or the Complaint has been received till date. The consideration amount is not ascertainable. The matter shall be next heard on February 20, 2024.

Airport Police Station vs. Pravin Bijendrakumar Agarwal and Ors.

For details pertaining to this litigation, please see "*Outstanding Litigation and Material Developments – Litigation Involving our Directors – Litigation filed against our Directors – Criminal Litigation - Airport Police Station vs. Pravin Bijendrakumar Agarwal and Ors.*" of this chapter beginning on [●] of this Draft Red Herring Prospectus.

P. S. Dalvi vs. The Hub Mall Premises Co-Op. Soc. Ltd. and Ors.

For details pertaining to this litigation, please see "*Outstanding Litigation and Material Developments – Litigation Involving our Directors – Litigation filed against our Directors – Criminal Litigation - P. S. Dalvi vs. The Hub Mall Premises Co-Op. Soc. Ltd. and Ors.*" of this chapter beginning on [●] of this Draft Red Herring Prospectus.

2. **All actions by Statutory/Regulatory Authorities**

Application for Rectification of Trademark

- (i) Smt. Amba Gopal Shetty and Harish Gopal Shetty ("**Applicants**") have filed an application for rectification with Trade Marks Registry under Rule 45 of the Trade Marks Rules, 2017 pertaining to the trademark "Golden Chariot Truly fine-dining" registered under Class 43 vide application number 2122725 ("**Disputed Trademark**") and assigned to our Promoter by one of our Group Company, Golden Chariot Hospitality Services Private Limited. The Applicants have prayed for the cancellation and removal of Disputed Trademark. The application for rectification of Disputed Trademark is currently pending before Trade Marks Registry. Similarly, Golden Chariot Hospitality Services Private Limited has filed an opposition to the application for registration of the trade mark "Golden Chariot" filed by the Applicant. Both the proceedings are pending before the Trade Marks Registry.
- (ii) Smt. Amba Gopal Shetty and Harish Gopal Shetty ("**Applicants**") have filed an application for

rectification with Trade Marks Registry under Rule 45 of the Trade Marks Rules, 2017 pertaining to the trademark "Golden Chariot" registered under Class 42 vide application number 1729103 ("**Disputed Trademark**") and assigned to our Promoter by one of our Group Company, Golden Chariot Hospitality Services Private Limited. The Applicants have prayed for the cancellation and removal of Disputed Trademark. The application for rectification of Disputed Trademark is currently pending before Trade Marks Registry.

- (iii) Golden Chariot Hospitality Services Private Limited (the "**Opponent**") has filed a counter-affidavit dated July 15, 2019 pertaining to the trade mark application number 2668676 for registration of trade mark "Golden Chariot (Device) " in Class 43 in the name of Smt. Amba Gopal Shetty and Harish Gopal Shetty ("**Applicants**") trading as 'Hotel Golden Chariot'. The Applicants have filed a counter-statement and the matter is currently pending before Trade Marks Registry.

Prakash Soma Trilotkar vs. P. K. Hospitality Private Limited and Ors.

For details pertaining to this litigation, please see "*Outstanding Litigation and Material Developments - Litigation Filed against our Promoters - Criminal Proceedings - Prakash Soma Trilotkar vs. P. K. Hospitality Private Limited and Ors.*" of this chapter beginning on [●] of the Draft Red Herring Prospectus.

3. Other pending proceedings against our Promoters

Asset Reconstruction Company (India) Limited vs. Punjab National Bank and Ors.

Asset Reconstruction Company (India) Limited ("**Petitioner**") has filed a writ petition bearing no. 763 of 2020 ("**Writ Petition**") in the Hon'ble High Court of Judicature at Bombay (the "**Hon'ble High Court**"). P. K. Hospitality Services Private Limited is Respondent No. 2. Our Promoter, PKH Ventures was originally incorporated as 'P. K. Hospitality Services Private Limited'. Our Promoter had purchased property in Village Waliv, Taluka Vasai, District Palghar, bearing survey no. 44, hissa nos. 5/1 and 10/1, admeasuring 31 gunthas and 6.5 gunthas of land by executing a deed of conveyance dated September 22, 2009 from Bhavik Township and Infra Private Limited. Before executing the deed of conveyance, the requisite search was taken before the registry and a public notice was issued inviting objections. No objection was received and the said deed of conveyance was registered in the office of Registrar. However, the said property was subject to a mortgage and ongoing litigation of which our Promoter was unaware of, and to which the Petitioner was a party. In the present Writ Petition, the Petitioner has prayed for quashing and setting aside the order dated November 6, 2019 passed by the Mumbai debt recovery appellate tribunal. The said order had cancelled the priority of charge of the Petitioner over the said property. The matter was last heard on April 26, 2023 and is presently pending and the next date of hearing is not assigned by the Hon'ble High Court.

B. LITIGATION FILED BY OUR PROMOTERS

1. Criminal proceedings

P. K. Hospitality Services Private Limited vs. Chander Amolakram Tara and ors.

Our Promoter, PKH Ventures was originally incorporated as 'P. K. Hospitality Services Private Limited'. Our Promoter ("**Complainant**") filed a regular criminal case bearing number 439 of 2015 ("**Complaint**"), before the Hon'ble Court of Metropolitan Magistrate, Vasai (the "**Hon'ble Court of Metropolitan Magistrate**") against Chander Amolakram Tara ("**Accused No. 1**"), Bhikamchand Bhawarlal Sisodia ("**Accused No. 2**"), Dinesh Salakchand Gupta ("**Accused No. 3**") and Sub-Registrar of Assurance, Vasai ("**Accused No. 4**"), (collectively, "**Accused**"). The Complaint has been filed under Section 190 read with Section 200 of CrPC for commission of offences under Sections 405, 415, 418, 420, 423, 424, 464, 468, 469, 470, 471, 474 of Indian Penal Code, 1860. The Complainant had appointed Accused No. 1 as its constituted attorney by executing a power of attorney on September 22, 2009 which

is duly registered with the sub-registrar of assurances. The Complainant had purchased land having Survey No. 39, Hissa No. 5, admeasuring 8730 sq. meters in Village Mauje Vailv, Taluka Bassein, Thane District from Bhavik Township & Infrastructure Pvt. Ltd. represented by its constituted attorney i.e., Accused No. 1. Vide the said power of attorney, the Complainant permitted Accused No. 1 to only construct and sell building no. 2 admeasuring 761.80 sq. m. sanctioned by CIDCO as per the revised development permission dated June 16, 2009 and no power for sale of any part of the land was given to the Accused No. 1. The terms of the power of attorney mandated that the transaction entered into pursuant to the said power of attorney would be in the name of the constituted attorney only and not in the name of the Complainant. Thereafter, Accused No. 1 carried out illegal construction on the said land. Thereafter, the Complainant terminated the said power of attorney on January 13, 2011 and issued public notice of the same. In April 2012, the Complainant came to know that Accused No. 1 and Accused No. 2 had executed deed of conveyance and deed of confirmation whereby he had transferred building no. 2 and also the land of which building no. 2 stood to Accused No. 3 by using a substituted power of attorney. The Complaint is filed against the misuse of power of attorney issued by the Complainant to Accused No. 1 and the collusive acts of Accused No. 2 and Accused No. 3 along with Accused No. 1 in executing and using forged and illegal documents in an attempt to transfer the property owned by the Complainant in favour of Accused No. 3. The Complaint is pending before the Court and the matter shall be next heard on May 13, 2024.

In furtherance of this our Promoter, P. K. Hospitality Services Private Limited also filed a regular civil suit bearing no. 972 of 2012 before the Hon'ble Court of Civil Judge (Junior Division), Vasai against the Accused No. 1, Accused No. 2, and Accused No. 3.

For the details of regular civil suit bearing no. 972 of 2012 filed by our Promoter, please refer to "*Litigations involving our Promoters –Litigations filed by our Promoters – Other Pending Litigation by our Promoters*" as mentioned below.

2. **All actions by Statutory/Regulatory Authorities**

NIL

3. **Other Pending Litigation By Our Promoters**

P. K. Hospitality Services Private Limited vs. National Highways Authority of India

Our Promoter, PKH Ventures was originally incorporated as 'P. K. Hospitality Services Private Limited'. P.K. Hospitality Services Private Limited ("**Plaintiff**") filed a Commercial Suit No. 549 of 2020 ("**Suit**"), before the Hon'ble High Court of Delhi at New Delhi (the "**Hon'ble High Court**") against National Highways Authority of India ("**Defendant**") for the recovery of an outstanding amount of Rs. 10,46,07,379/-. Plaintiff was awarded a tender for collection of toll at dankuni toll plaza for three months. Plaintiff deposited Rs. 13,81,50,000/- as security with Defendant. After the three-month duration was over, the contract came to an end. However, the Defendant did not release the said security amount even though the same was stated in their agreement. Due to the lockdown, the Plaintiff continued to operate the toll at the request of Defendant. Thereafter, the Defendant made demands for daily remittance amount without there being an agreement for the same. The Defendant also adjusted the security deposit amount against non-existent dues. The matter shall be next heard on February 20, 2024.

Pravin Kumar Agarwal and PKH Ventures Limited vs. Vikasa India EIF I Fund and Ors.

Our Promoter, Mr. Pravin Kumar Agarwal ("**Plaintiff No. 1**") and our other Promoter, PKH Ventures Limited ("**Plaintiff No. 2**") (collectively "**Plaintiffs**"), filed a Commercial Suit (L) bearing number 18874 of 2023 ("**Commercial Suit**") before the Hon'ble High Court of Judicature at Bombay (the "**Hon'ble High Court**") against Vikasa India EIF I Fund ("**Defendant No. 1**"), AG Dynamic Funds Limited ("**Defendant No. 2**"), Saint Capital Fund ("**Defendant No. 3**"), IDBI Capital Markets and Securities Limited ("**Defendant No. 4**"), National Stock Exchange of India Limited ("**Defendant No. 5**") and BSE Limited ("**Defendant No. 6**") (collectively, "**Defendants**"). The Plaintiff No. 1 is a major shareholder and the promoter of Plaintiff No. 2 and the Plaintiff No. 2 sought to raise funds through an initial public offering ("**IPO**"). On March 23, 2022, a draft red herring prospectus dated March 22, 2022 ("**DRHP**"),

was filed by the Defendant No. 4. Thereafter, the Plaintiff No. 2 applied for an in-principle approval from Defendant No. 5 and Defendant No. 6 seeking permission to list its equity shares for trading. Plaintiff No. 1 offered to sell up to 73,73,600 equity shares and Plaintiff No. 2 offered to issue up to 1,82,58,400 fresh equity shares. Thus, a total of 2,56,32,000 equity shares were being offered under the IPO. As per the market practice, the DRHP did not specify the portion of the offer which was to be reserved for allocation to qualified institutional buyers ("QIBs"). It was the role and responsibility of the Defendant No. 4 to engage with market participants for the purpose of determining and obtaining firm commitments from QIBs in order to determine how much of the offer could be reserved for allocation to that category of investors. The Defendant No. 1 confirmed its participation to the extent of Rs. 120 Crores vide email dated June 5, 2023. The Defendant No. 2 communicated its commitment to participate in the IPO to the extent of Rs. 60 Crores vide letter dated June 8, 2023. The Defendant No. 3 also confirmed its participation in the IPO to the extent of Rs. 30 Crores vide an email dated June 19, 2023. The Plaintiffs received firm commitments from Defendant Nos. 1 to 3 amounting to Rs. 210 Crores. The total size of the offer being made by the Plaintiffs was around Rs. 379 Crores; and Defendant Nos. 1 to 3 had committed and agreed to subscribe to more than 50% of the total offer. The Plaintiffs filed red herring prospectus on June 21, 2023, and a total of 1,28,16,000 equity shares out of the total offer of 2,56,32,000 equity shares (i.e., 50%) were reserved for allocation to bidders falling within the category of QIBs. The offer opened on June 30, 2023 and was scheduled to close on July 4, 2023. Throughout this time, Defendant Nos. 1 to 3 did not send any communication to either Plaintiffs or Defendant No. 4 informing them that they would be withdrawing their commitment. Till date, Defendant Nos. 1 to 3 have not rescinded their firm commitments. The Plaintiffs have been aggrieved by the breach committed by the Defendant Nos. 1 to 3 in not abiding by their commitments to subscribe to the "institutional investor" portion of the IPO. The Plaintiffs have prayed before the Court to order and decree that the Defendant Nos. 1 to 3 be jointly and severally be liable to pay damages of Rs. 1,13,68,768/- along with further interest @ 24% on that amount from the July 6, 2023, till the date of actual payment to the Non-Institutional and Retail Investors, to order and decree that the Defendant Nos. 1 to 3 be jointly and severally liable to compensate the Plaintiff No. 2 an amount of Rs. 18,63,54,826/- being the loss occasioned due to their breach and to order and decree that the Defendant Nos. 1 to 3 be jointly and severally be liable to pay damages to the Plaintiffs an amount of Rs. 100 Crores being the loss of reputation and opportunity loss to the Plaintiffs due to their breach. The matter is pending before the Hon'ble High Court and the next date of hearing is not assigned by the Hon'ble High Court.

P. K. Hospitality Services Private Limited vs. Chander Amolakram Tara and Ors.

Our Promoter, P. K. Hospitality Services Private Limited ("**Plaintiff**") has filed a regular civil suit bearing no. 972 of 2012 ("**Suit**"), before the Hon'ble Court of Civil Judge (Junior Division), Vasai (the "**Hon'ble Court of Civil Judge**") against Chander Amolakram Tara ("**Defendant No. 1**"), Bhikamchand Bhawarlal Sisodia ("**Defendant No. 2**") and Dinesh Salakchand Gupta ("**Defendant No. 3**"), (collectively, "**Defendants**"). The Suit is relating to our land bearing Survey No. 39, Hissa No. 5, admeasuring 8730 sq. meters in Village Mauje Vailv, Taluka Bassein, Thane District ("**Disputed Property**"). The Suit has been filed to declare the deed of conveyance dated September 22, 2009 and the deed of confirmation dated November 11, 2011 in relation to the Disputed Property, as illegal, null and void and to cancel and set aside the same. The Deed of confirmation and conveyance were executed by the Defendant in favour of Defendant No. 3 by misusing of power of attorney issued by the Plaintiff in favour of Defendant No. 1 and collusive acts of the Defendants in executing and collusively using forged and illegal documents in an attempt to transfer the property owned by the Complainant in favour of Defendant No. 3. Consent terms were filed on February 1, 2014. The Suit is pending before the Hon'ble Court of Civil Judge. The matter shall be next heard on February 16, 2024.

III. LITIGATION INVOLVING OUR DIRECTORS

A. LITIGATION FILED AGAINST OUR DIRECTORS

1. Criminal Litigation

Airport Police Station vs. Pravin Bijendrakumar Agarwal and Ors.

Airport Police Station ("**Complainant**") has filed a police case bearing number 3438 of 2008 before the

Hon'ble Metropolitan Magistrate, Andheri, Mumbai against our Director, Mr. Pravin Bijendrakumar Agarwal, and two others ("**Accused**") under Sections 143, 147, 149 and 325 of the Indian Penal Code, 1860. Mr. Lokesh Yashwant Uttarvar has stated in first information report that he was beaten up by the Accused on November 3, 2007, due to which he sustained injuries. The matter is scheduled to be heard on April 22, 2024.

P. S. Dalvi vs. The Hub Mall Premises Co-Op. Soc. Ltd. and Ors.

P. S. Dalvi ("**Complainant**") filed a summons case bearing number 6725 of 2019 ("**Summons Case**") before the Additional Metropolitan Magistrate, Ballard Pier, Mumbai against The Hub Mall Premises Co-Op. Soc. Ltd., Kingston Mandes, P. K. Agarwal, Raju Kondam (collectively "**Accused**"). However, no copy of summons and/ or the complaint has been received till date. The consideration amount is not ascertainable. The matter is scheduled to be heard on February 29, 2024.

Satbir Nijjar vs. Makindian Township Private Limited, Pravin Kumar Brijendra Kumar Agarwal and Ors.

For details pertaining to this litigation, please see "*Outstanding Litigation and Material Developments – Litigation Involving our Promoters – Litigation filed against our Promoters – Satbir Nijjar vs. Makindian Township Private Limited, Pravin Kumar Brijendra Kumar Agarwal and Ors.*" of this chapter beginning on *Page no. 289* of this Draft Red Herring Prospectus.

2. **All actions by Statutory/Regulatory authorities**

NIL

3. **Other pending litigation against our Directors**

NIL

B. **LITIGATION FILED BY OUR DIRECTORS**

1. **Criminal Litigation**

Narendra Purushottam Jichkar, Vijay Kashinath Shinde, Pravinkumar Bijendrakumar Agarwal and Pravin Ratanlal Jain vs. State of Maharashtra and Rajesh Mahadeo Gajghate

Narendra Purushottam Jichkar ("**Applicant No. 1**"), Vijay Kashinath Shinde ("**Applicant No. 2**"), Pravinkumar Bijendrakumar Agarwal ("**Applicant No. 3**") and Pravin Ratanlal Jain ("**Applicant No. 4**"), (collectively, "**Applicants**"), filed a criminal application [APL] no. 973 of 2023 ("**Criminal Application**") before the Hon'ble High Court of Bombay, Nagpur Bench ("**Hon'ble High Court**") against State of Maharashtra ("**Non-Applicant No. 1**") and Rajesh Mahadeo Gajghate ("**Non-Applicant No. 2**"), (collectively, "**Non-Applicants**") for quashing FIR bearing No. 221 of 2023 ("**FIR**") registered with Ambazari Police Station, Nagpur. The Non-Applicant No. 2 had filed a criminal miscellaneous application bearing number 1738 of 2023 before the Hon'ble Chief Judicial Magistrate, Nagpur under Section 200 read with Section 156(3) of the Code of Criminal Procedure, 1973 on January 20, 2023 and an order dated May 2, 2023 was passed directing to register FIR against the Applicants and the said FIR was registered on May 15, 2023 under Sections 120-A, 120-B, 295 and 425 of the Indian Penal Code, 1860 read with Section 3 of the Prevention of Damage to Public Property Act, 1984. Thereafter, the Applicants filed a criminal bail application bearing number 1250 of 2023 before the Hon'ble Court of District and Sessions Judge, Nagpur under Section 438 of the Code of Criminal Procedure, 1973 for anticipatory bail on May 16, 2023 and an order dated June 27, 2023 was passed granting anticipatory bail in the event of arrest the Applicants to be released on bail on certain conditions. The Applicants, thereafter, filed this Criminal Application before the Hon'ble High Court on July 17, 2023 for quashing the said FIR wherein an order dated July 20, 2023 was passed by the Court to issue notice to Non-Applicants returnable on August 22, 2023 and that the police may continue with investigation, but, charge sheet shall not be filed without obtaining leave of the Hon'ble High Court. The matter was last heard on

August 22, 2023 and is presently pending and the next date of hearing is not assigned by the Hon'ble High Court.

Pravinkumar Bijendra Agarwal, Virendra Mahendra Agarwal and Rohit Harishchandar Churi vs. State of Maharashtra and Bhojraj Lalchand Navani

Our Director, Mr. Pravinkumar Agarwal and two others filed a criminal writ petition no. 4217 of 2022 before the Hon'ble High Court at Bombay ("**Hon'ble High Court**") to quash FIR 415 of 2022 which is registered with the Vanrai Police Station. The said FIR was lodged at the instance of Mr. Bhojraj Lalchand Navani, who is the designated partner of Bror Lifestyle LLP. Mr. Pravinkumar Agarwal is the promoter of Kwality Marbles and Handicrafts (India) Private Limited. Kwality Marbles and Handicrafts (India) Private Limited is the owner of a shop premise in Hub Mall, Goregaon. The Company ("**Licensor**") entered into a leave and license agreement ("**Agreement**") with Bror Lifestyle LLP ("**Licensee**") on August 21, 2020 for period from August 1, 2020 to July 31, 2025 for a monthly license fee of Rs. 2,70,000/- along with one-time payment of interest free security deposit of Rs. 16,20,000/-. The Agreement stipulated the terms of payment and also the rights of the parties in the event of any breach of any of the terms of the Agreement. The Licensee paid licensee fees only until March, 2021. On June 30, 2021 Mr. Navani emailed Mr. Pravinkumar Agarwal and Mr. Virendra Agarwal requested for reduction in licensee fee. The said request was denied as the Agreement did not stipulate the same. On July 22, 2023, Mr. Navani emailed Mr. Pravinkumar Agarwal and Mr. Virendra Agarwal intimating that the Licensee had vacated the premises and to treat the email as a deemed hand over of the premises with immediate effect. The Licensee, through Mr. Navani had issued postdated cheques bearing numbers 000500, 000501 and 000502 dated May 1, 2021, June 1, 2021 and July 1, 2021 respectively, each of Rs. 2,91,600/-. When these cheques were presented on August 26, 2021, all cheques were dishonoured, the first cheque was returned with remark "payment stopped by drawer" and the other two with remark "funds insufficient". On September 17, 2021, Licensor sent demand notice for the same. Thereafter, the Licensor filed a L.C. Suit bearing number 89 of 2022 before the Hon'ble Court of Small Causes, Bandra on May 27, 2022, against the Licensee for recovery of the outstanding amount of Rs. 16,10,199/- along with interest. In the meanwhile, since the keys of the premises had not been handed over to the Licensor and to ensure the safety of the premises, it was decided to change the lock of the premises. Thereafter, the impugned FIR was filed by Mr. Navani against Pravinkumar Agarwal and others. Mr. Pravinkumar Agarwal and others filed A.B.A 1498 of 2022 before the Hon'ble Court of Session for Greater Bombay at Dindoshi, Goregaon and an order dated September 22, 2022 was passed allowing the application and granting anticipatory bail. Mr. Pravinkumar Agarwal and others stated that the dispute is of civil nature, therefore, this Criminal Writ Petition was filed for quashing the Impugned FIR and an order dated October 21, 2022 was passed by the Court stating that the chargesheet shall not be filed without leave of the Hon'ble High Court. The matter was last heard on March 27, 2023 and is presently pending and the next date of hearing is not assigned by the Hon'ble High Court.

2. **All actions by Statutory/Regulatory Authorities**

NIL

3. **Other Pending Litigations by our Directors**

Pravin Kumar Agarwal and PKH Ventures Limited vs. Vikasa India EIF I Fund and Ors.

For details pertaining to this litigation, please see "*Outstanding Litigation and Material Developments – Litigation Involving our Promoter – Other Pending Litigation By Our Promoters – Pravin Kumar Agarwal and PKH Ventures Limited vs. Vikasa India EIF I Fund and Ors.*," of this chapter beginning on Page No. 289 of this Draft Red Herring Prospectus.

TAX PROCEEDINGS AGAINST OUR COMPANY, PROMOTERS, AND DIRECTORS.

Set out herein below are details of claims relating to direct and indirect taxes involving our Company, Promoters, Directors, and Group Companies.

(₹ in lakhs)*

Nature of case	Number of cases	Amount involved
Company		
Direct tax	Not ascertainable	1060.72
Indirect tax	1	378.26
Promoters		
Direct tax	Not ascertainable	7332.21
Indirect tax	Nil	Nil
Directors		
Direct tax	10	95.74
Indirect tax	Nil	Nil

**To the extent quantifiable*

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.

OUTSTANDING DUES TO CREDITORS

As per the Materiality Policy, a creditor of our Company shall be considered to be material ("**Material Creditors**") for the purpose of disclosure in this Draft Red Herring Prospectus. The Board deems all creditors above 5% of the total trade payables as per the last restated audited financial statements as Material Creditors. Accordingly, a creditor has been considered 'material' by our Company if the amount due to such creditor exceeds ₹2,32,56,205 as on July 31, 2023.

As of July 31, 2023, outstanding dues to Material Creditors, micro, small and medium enterprises and other creditors are as follows:

Type of Creditors	Number of Creditors	Amount Outstanding
Dues to micro, small and medium enterprises	Nil	Nil
Dues to Material Creditors	5	3964.09
Dues to other creditors	232	687.15
Total	237	4651.24

(₹ in Lakhs)

The details pertaining to outstanding dues to Material Creditors, along with the name and amount involved for each such Material Creditor, are available on the website of our Company at www.garudaconstructionengineering.com. It is clarified that such details available on our Company's website do not form a part of this Draft Red Herring Prospectus and should not be deemed to be incorporated by reference. Anyone placing reliance on any source of information including our Company's website, www.garudaconstructionengineering.com would be doing so at their own risk.

Material Developments

Other than as stated in the section entitled "**Management's Discussion and Analysis of Financial Condition and Results of Operations – Material Developments Subsequent to July 31, 2023**" beginning on page 276 of this Draft Red Herring Prospectus, there have not arisen, since the date of the last Restated Financial Information disclosed in this Draft Red Herring Prospectus, any circumstances which materially and adversely affect, or are likely to affect, our operations, our profitability taken as a whole or the value of our consolidated assets or our ability to pay our liabilities within the next 12 months.

[Remainder of this page has been intentionally left blank]

GOVERNMENT AND OTHER STATUTORY 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 key approvals, our Company can undertake this Offer and 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. Pursuant to the conversion of our Company into a public limited company and the consequent change in name of our Company, our Company is in the process of changing our name as it appears on various approvals and licenses. Further, the address mentioned on the licenses has old registered office address. The Company is yet to apply for change in address and update the same. Unless otherwise stated herein and in the section "Risk Factors" on page 34 of this Draft Red Herring Prospectus, these material approvals are valid as of the date of this Draft Red Herring Prospectus. For details in connection with the regulatory and legal framework within which we operate, see "Key Regulations and Policies" on page 173 of this Draft Red Herring Prospectus.

I. APPROVALS OBTAINED IN RELATION TO THE OFFER

- 1) The Board of Directors has, pursuant to a resolution passed at its meeting held on December 12, 2023 authorized the Issue, subject to the approval of the shareholders of the Company under Section 62(1)(c) of the Companies Act, 2013 and approvals by such other authorities, as may be necessary.
- 2) The shareholders of the Company have, pursuant to a special resolution passed in the EGM held on January 24, 2024 authorized the Offer under Section 62(1)(c) of the Companies Act, 2013, subject to approvals by such other authorities, as may be necessary.
- 3) The Company has obtained in-principle listing approval dated [●] from [●] for using its name in this Draft Red Herring Prospectus for listing of our shares on the BSE Limited.
- 4) Our Company's International Securities Identification Number ("ISIN") is INE0JVO01026.

The Company has entered into an agreement dated September 27, 2023 with the Central Depository Services (India) Limited ("CDSL") and the Registrar and Transfer Agent, who in this case is, Link Intime India Private Limited for the dematerialization of its shares.

- 5) Similarly, the Company has also entered into an agreement dated October 30, 2023 with the National Securities Depository Limited ("NSDL") and the Registrar and Transfer Agent, who in this case is Link Intime India Private Limited for the dematerialization of its shares.

II. INCORPORATION RELATED APPROVALS

- 1) Certificate of Incorporation dated September 21, 2010, issued by the Registrar of Companies, Mumbai in the name of "Garuda Construction and Engineering Private Limited"
- 2) Fresh Certificate of incorporation dated October 10, 2023 issued to our Company by the Registrar of Companies, Mumbai pursuant to the conversion of our Company from Private Limited to a Public Company and change of the name of the Company from "Garuda Construction and Engineering Private Limited" in the name of "Garuda Construction and Engineering Limited".
- 3) The Corporate Identity Number of the Company is U45400MH2010PLC207963.

III. BUSINESS RELATED APPROVALS OF OUR COMPANY

We are required to obtain approvals at various stages of each of our projects, including upon completion of the respective projects or phases thereof. The requirement for such approvals for a particular project may vary depending on factors including the scale of the project, type of project, i.e., residential,

commercial, or residential cum commercial and the region where the project is located. Further, our obligation to obtain such approvals arises as we progress through different stages of construction and we make applications for such approvals at the appropriate stages. It is important to note that the majority of our projects have not yet commenced. As each project initiates, our contracted party will take the necessary steps to obtain the required labor approvals.

For details of our Projects, see "**Our Business**" on page 147 of this Draft Red Herring Prospectus.

No.	Nature of Registration/ License	Registration/ License No.	Issuing Authority	Date of Issue	Date of Expiry
1	Shops and Establishment Certificate for the premises situated at 142, Garuda House, Upper Govind Nagar, Malad (East), Mumbai 400 097, Maharashtra, India*	820308672 / PN Ward/COMME RCIAL II	Principal Officer (Shops and Establishment)	September 29, 2023	N.A.

* The address mentioned on the said licenses has old registered office address. The Company is yet to apply for change in address and update the same.

IV. TAX RELATED APPROVALS OBTAINED BY OUR COMPANY

No	Nature of Registration/ License	Registration/ License No.	Issuing Authority	Date of Issue	Date of Expiry
1	Permanent Account Number (PAN)	AADCG9556 D	Income Tax Department	September 21, 2010	Valid till cancelled
2	Tax Deduction Account Number (TAN)	MUNG15036 A	Income Tax Department	Not Available	Valid till cancelled
3	GST Registration Certificate	27AADCG95 56D1ZG	Government of India	March 16, 2022	Valid till cancelled
4	Professional Tax Certificate of Enrolment	27065305330 P	Professional Tax Officer, Registration Branch, Mumbai	February 01, 2015	Valid till cancelled

V. LABOUR RELATED APPROVALS OF OUR COMPANY

No.	Nature of Registration/ License	Registration/ License No.	Issuing Authority	Date of Issue	Date of Expiry
	Registration Certificate issued under the Employees' Provident Funds and Miscellaneous Provision Act, 1952	U45400MH2010PTC 207963	Ministry of Corporate Affairs, Employees' Provident Fund Organisation, India	March 18, 2015	Valid till cancelled
	Registration Certificate under the Employee State Insurance Act	35000368240001009	Employee State Insurance Corporation	January 14, 2016	Valid till cancelled

VI. OTHER APPROVALS

No.	Nature of Registration/ License	Registration/ License No.	Issuing Authority	Date of Issue	Date of Expiry
1	ISO 9001:2015	15702	American Quality Standards Registrars	November 20, 2021	November 19, 2024
2	ISO 14001:2015	15703	American Quality Standards Registrars	November 20, 2021	November 19, 2024
3	ISO 45001:2018	15704	American Quality Standards Registrars	November 20, 2021	November 19, 2024

VII. DOMAIN NAME

No.	Domain Name and ID	Registration/ License No.	Registered IANA ID	Date of Expiry
1	garudaconstructionengineering.com	2814807372	146	September 18, 2028

VIII. INTELLECTUAL PROPERTY RELATED APPROVALS

Nil

IX. MATERIAL APPROVALS OR RENEWALS FOR WHICH APPLICATIONS ARE CURRENTLY PENDING BEFORE RELEVANT AUTHORITIES

1. As on the date of filing of this Draft Red Herring Prospectus, our Company uses the logo



. However, we have not obtained approval for the same. Our trademark application was rejected after which we have filed for re-examination, which has been objected.

X. MATERIAL APPROVALS EXPIRED AND RENEWAL YET TO BE APPLIED FOR

Nil

XI. MATERIAL APPROVALS REQUIRED BUT NOT OBTAINED OR APPLIED FOR

1. In furtherance of our change in the Registered Office to 201, A Wing Fortune 2000, C-3 Block, Bandra Kurla Complex (East), Mumbai 400051, Maharashtra, we are yet to obtain the registration under the Shops and Establishment Act.

Please note that our company has recently changed its office address to 201, A Wing Fortune 2000, C-3 Block, Bandra Kurla Complex (East), Mumbai 400051, Maharashtra on 29th January 2024. The address mentioned on the all the registrations, approvals and licenses has old registered office address. The Company is yet to apply for change in address and update the same.

[Remainder of this page has been intentionally left blank]

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

Corporate Approvals

Our Board has authorised the Offer pursuant to a resolution passed at its meeting held on December 30, 2023.

Our Shareholders have authorised the Fresh Issue, pursuant to a special resolution passed on January 24, 2024 under Section 62(1)(c) of the Companies Act, 2013. Further, our Board has taken on record the consent of the Promoter Selling Shareholder to participate in the Offer for Sale pursuant to the resolution dated January 24, 2024.

This Draft Red Herring Prospectus was approved pursuant to a resolution passed by our Board on January 30, 2024.

Approval from the Promoter Selling Shareholder

The Promoter Selling Shareholder has confirmed and authorised the transfer of its respective proportion of the Offered Shares pursuant to the Offer for Sale, as set out below:

Sr. No.	Name of the Selling Shareholder	Date of Consent Letter	No. of Offered Shares
<i>Selling Shareholder</i>			
1.	PKH Ventures Limited	10 th January 2024	95,00,000*

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

The Promoter Selling Shareholder, confirms that it is in compliance with Regulation 8 of the SEBI ICDR Regulations, to the extent applicable, and it has held its portion of the Offered Shares for a period of at least one year prior to the date of filing of the Draft Red Herring Prospectus.

In-principle Listing Approvals

Our Company has received in-principle approvals from the BSE and the NSE for the listing of our Equity Shares pursuant to letters dated [●] and [●], respectively.

Prohibition by Securities Exchange Board of India ("SEBI"), Reserve Bank of India ("RBI") or governmental authorities.

Our Company, our Promoters, members of the Promoter Group, our Directors or persons in control of our Company and the Promoter Selling Shareholder are not prohibited from accessing the capital market 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.

Compliance with the Companies (Significant Beneficial Owners) Rules, 2018

Our Company, our Promoters, members of the Promoter Group and the Promoter Selling Shareholder, severally and not jointly, confirm that they are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, as amended, to the extent applicable to them in respect of their respective holding in our Company, as on the date of this Draft Red Herring Prospectus

Directors associated with the securities market

None of our Directors are associated with the securities market in any manner. No outstanding action has been initiated by SEBI against any of our Directors in the five years preceding the date of this Draft Red Herring Prospectus.

Other confirmations

None of our Promoter Group companies appear in the lists of struck-off companies/limited liability partnerships by the registrar of companies. None of our Promoters, individual members of the Promoter Group and Directors have been or are directors on the board of any company or limited liability partnership whose name appears in the lists of struck-off companies/limited liability partnerships by the registrar of companies:

Eligibility for the Offer

Our Company is eligible for the Offer in accordance with Regulation 6(1) of the SEBI ICDR Regulations, as disclosed below.

- Our Company has net tangible assets of at least ₹ 300 lakhs, calculated on a Restated basis, in each of the preceding three full years (of 12 months each), of which not more than 50% of the net tangible assets are held as monetary assets.
- Our Company has an average operating profit of at least ₹ 1500 lakhs, calculated on a Restated basis, during the preceding three years (of 12 months each), with operating profit in each of these preceding three years.
- Our Company has a net worth of at least ₹ 100 lakhs in each of the preceding three full years (of 12 months each), calculated on a Restated basis.
- Our Company has not changed its name in the last one year other than for deletion of the word “private” consequent to the conversion from a private limited company to a public limited company.

We are currently eligible to undertake the Offer as per Rule 19(2)(b) of the SCRR read with Regulations 6(1) of the SEBI ICDR Regulations. Accordingly, in terms of Regulation 32(1) of the SEBI ICDR Regulations we are required to allocate: (i) not more than 50% of the Net Offer to QIBs, 5% of which shall be allocated to Mutual Funds exclusively; (ii) not less than 15% of the Net Offer to Non-Institutional Bidders; and (iii) not less than 35% of the Net Offer to RIBs, subject to valid Bids being received at or above the Offer Price. In the event we fail to do so, the full application money shall be refunded to the Bidders.

Each of the Selling Shareholders has, severally and not jointly, confirmed that it has held its respective portion of Offered Shares in accordance with applicable law, and that it is in compliance with Regulation 8 of the SEBI ICDR Regulations and are eligible for being offered in the Offer for Sale.

Further, in accordance with the conditions specified in Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of Allottees in the Offer shall be not less than 1,000 failing which the entire application monies shall be refunded forthwith, in accordance with the SEBI ICDR Regulations and other applicable laws.

Our Company confirms that it is in compliance with the conditions specified in Regulation 7(1) of the SEBI ICDR Regulations, to the extent applicable, and will ensure compliance with the conditions specified in Regulation 7(2) of the SEBI ICDR Regulations, to the extent applicable. Further, our Company confirms that it is not ineligible to undertake the Offer, in terms of Regulations 5 and 7(1) of the SEBI ICDR Regulations, to the extent applicable.

Further, our Company confirms that it is not ineligible to make the Offer in terms of Regulation 5 of the SEBI ICDR Regulations, to the extent applicable. Our Company is in compliance with the conditions specified in Regulation 5 of the SEBI ICDR Regulations, as follows:

- a) Our Company, Promoters, the Promoter Selling Shareholder, the members of our Promoter Group, and our Directors are not debarred from accessing the capital market by SEBI;
- b) None of our Promoters or Directors are promoters or directors of companies which are debarred from accessing the capital markets by the SEBI;
- c) Neither our Company nor any of our Promoters or Directors have been declared a Wilful Defaulters or a Fraudulent Borrower;
- d) None of our Promoters or our Directors have not been declared a fugitive economic offender under section 12 of the Fugitive Economic Offenders Act, 2018; and
- e) There are no outstanding convertible securities, warrants, options or rights to convert debentures, loans or other instruments convertible into, or any other right which would entitle any person any option to receive Equity Shares, as on the date of this Prospectus.

DISCLAIMER CLAUSE OF SECURITIES EXCHANGE BOARD OF INDIA ("SEBI")

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE OFFER IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGER, BEING CORPWIS ADVISORS PRIVATE LIMITED, HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SEBI ICDR REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED OFFER.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE OUR COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS AND THE PROMOTER SELLING SHAREHOLDER WILL BE RESPONSIBLE ONLY FOR THE STATEMENTS SPECIFICALLY CONFIRMED OR UNDERTAKEN BY IT IN THE DRAFT RED HERRING PROSPECTUS IN RELATION TO ITSELF FOR ITS RESPECTIVE PORTION OF OFFERED SHARES. THE BOOK RUNNING LEAD MANAGER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT OUR COMPANY AND THE PROMOTER SELLING SHAREHOLDER DISCHARGE THEIR RESPONSIBILITIES ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGER, BEING CORPWIS ADVISORS PRIVATE LIMITED HAS FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED 31ST JANUARY, 2024 IN THE FORMAT PRESCRIBED UNDER SCHEDULE V (FORM A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED.

THE FILING OF THE DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE OUR COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013, AS AMENDED OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE OFFER. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP, AT ANY POINT OF TIME, WITH THE BOOK RUNNING LEAD MANAGER, ANY IRREGULARITIES OR LAPSES IN THE DRAFT RED HERRING PROSPECTUS.

All legal requirements pertaining to the Offer will be complied with at the time of filing of the Red Herring Prospectus with the RoC in terms of Section 32 of the Companies Act. All legal requirements pertaining to the Offer will be complied with at the time of filing of the Prospectus with the RoC in terms of Sections 26, 33(1) and 33(2) of the Companies Act.

Disclaimer from our Company, our Directors, the Selling Shareholder and the BRLMs

Our Company, our Directors, the Promoter Selling Shareholder and the BRLM accept no responsibility for statements made otherwise than in this Draft Red Herring Prospectus or in the advertisements or any other material issued by or at our Company's instance and anyone placing reliance on any other source of information, including our Company's website at <https://garudaconstructionengineering.com/> or the website of any affiliate of our Company or any of the Promoter Selling Shareholder, would be doing so at his or her own risk.

The BRLM accepts no responsibility, save to the limited extent as provided in the Offer Agreement and as will be provided in the Underwriting Agreement.

All information shall be made available by our Company, the Selling Shareholders (severally and not jointly, solely to the extent relating to itself and its respective portion of the Offered Shares and to the extent required in relation to the Offer for Sale) and the BRLMs 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.

Investors who Bid in the Offer will be required to confirm and will be deemed to have represented to our Company, the Promoter Selling Shareholder, Underwriter(s) and their respective directors, partners, designated partners, trustees, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Promoter Selling Shareholder, Underwriter(s) and their respective directors, partners, designated partners, trustees, 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 BRLM and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Promoter Selling Shareholder and their respective affiliates or associates or third parties in the ordinary course of business and have engaged, or may in the future engage, in commercial banking and investment banking transactions with our Company, the Promoter Selling Shareholder and their respective affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

Disclaimer in respect of Jurisdiction

The Offer is being made in India to persons resident in India (including Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, as amended, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, domestic Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to permission from RBI), systemically important NBFCs or trusts under applicable trust law and who are authorised under their respective constitutions to hold and invest in shares, public financial institutions as specified in Section 2(72) of the Companies Act, 2013, multilateral and bilateral development financial institutions, state industrial development corporations, insurance companies registered with IRDAI, provident funds (subject to applicable law) and pension funds (subject to applicable law), National Investment Fund, insurance funds set up and managed by army, navy or air force of Union of India, insurance funds set up and managed by the Department of Posts, GoI and permitted Non-Residents including FPIs and Eligible NRIs, AIFs, and other eligible foreign investors, if any, provided that they are eligible under all applicable laws and regulations to purchase the Equity Shares. This Draft Red Herring Prospectus does not constitute an invitation to subscribe to or purchase the Equity Shares in the Offer in any jurisdiction, including India. 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 the Offer will be subject to the jurisdiction of appropriate court(s) in Mumbai, India only.

This Draft Red Herring Prospectus does not constitute an invitation to subscribe to or purchase the Equity Shares in the Offer in any jurisdiction, including India. Invitations to subscribe to or purchase the Equity Shares in the Offer will be made only pursuant to the Red Herring Prospectus if the recipient is in India or the preliminary offering memorandum for the Offer, which comprises the Red Herring Prospectus and the preliminary international wrap for the Offer, if the recipient is outside India.

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 or in the affairs of any of the Promoter Selling Shareholder from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

Bidders are advised to ensure that any Bid from them does not exceed investment limits or maximum number of Equity Shares that can be held by them under applicable law. Further, each Bidder where required must agree in the Allotment Advice that such Bidder will not sell or transfer any Equity Shares or any economic interest therein, including any off-shore derivative instruments, such as participatory

notes, issued against the Equity Shares or any similar security, other than in accordance with applicable laws.

Eligibility and Transfer Restrictions

The Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act 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, the Equity Shares are only being offered and sold (i) within the United States only to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act and referred to in this Draft Red Herring Prospectus as "U.S. QIBs") pursuant to Section 4(a) of the U.S. Securities Act, or (ii) outside the United States in "offshore transactions" as defined in and in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales are made. For the avoidance of doubt, the term "U.S. QIBs" does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Draft Red Herring Prospectus as "QIBs". The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.

Until the expiry of 40 days after the commencement of the Offer, an offer or sale of Equity Shares within the United States by a dealer (whether or not it is participating in the Offer) may violate the registration requirements of the U.S. Securities Act if such an offer for sale is made otherwise than in compliance with the available exemptions from registration under the U.S. Securities Act.

Further, each Bidder, where required, must agree in the Allotment Advice that such Bidder will not sell or transfer any Equity Shares or any economic interest therein, including any off-shore derivative instruments, such as participatory notes, issued against the Equity Shares or any similar security, other than in accordance with applicable laws.

Disclaimer Clause of the BSE Limited

As required, a copy of the Draft Red Herring Prospectus shall be submitted to the BSE. The disclaimer clause as intimated by the BSE to our Company, shall be included in the Red Herring Prospectus and the Prospectus prior to filing with the RoC.

Disclaimer Clause of the National Stock Exchange of India Limited

As required, a copy of the Draft Red Herring Prospectus will be submitted to the NSE. The disclaimer clause as intimated by the NSE to our Company, shall be included in the Red Herring Prospectus and the Prospectus prior to filing with the RoC.

Listing

The Equity Shares proposed to be Allotted pursuant to the Red Herring Prospectus and the Prospectus, are proposed to be listed on the BSE and the NSE. Applications will be made to the Stock Exchanges for obtaining permission for the listing and trading of the Equity Shares being issued and sold in the Offer and BSE Limited 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 Bidders in pursuance of the Red Herring Prospectus in accordance with applicable law. Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges are taken within three Working Days of the Bid/Offer Closing Date or such other period as may be prescribed by the SEBI. If our Company does not allot Equity Shares pursuant to the Offer within three Working Days from the Bid/Offer 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. In case of delay or failure to obtain listing or trading approvals or under any direction or order of SEBI or any other governmental authority, each Selling Shareholder shall, severally and not jointly, and only to the extent of its respective portions of the Offered Shares, be liable to pay, or reimburse, as the case may be, in the proportion that the size of its respective portion of Offered Shares in the Offer for Sale bears to the total size of the Offer, any interest for such delays in making refunds, provided that none of the Selling Shareholders shall be liable or responsible to pay such interest unless such delay in making such refund is caused solely by, and is directly attributable to an act or omission of the respective Selling Shareholder and in such cases where any delay is not attributable to any Selling Shareholder, the Company shall solely be responsible to pay such interest.

Impersonation

Attention of the Bidders is specifically drawn to the provisions of Section 38(1) of the Companies Act 2013, which is reproduced below:

"Any person who –

- a) *makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities, or*
- b) *makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- c) *otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under section 447."*

The liability prescribed under Section 447 of the Companies Act 2013 involving an amount of at least ₹1 million or 1% of the turnover of the Company, whichever is lower, includes imprisonment for a term of not 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. In case the fraud involves (i) an amount which is less than ₹1 million or 1% of the turnover of the Company, whichever is lower; and (ii) does not involve public interest, then such fraud is punishable with an imprisonment for a term extending up to five years or a fine of an amount extending up to ₹5 million or with both.

Consents

Consents of Selling Shareholder, our Directors, our Company Secretary and Compliance Officer, Chief Financial Officer, the Legal Counsel to the Offer, the Banker to our Company, industry report provider, the BRLM, Statutory Auditor, practising company secretary and Registrar to the Offer have been obtained, and such consents have not been withdrawn as of the date of this Draft Red Herring Prospectus; and (b) the Syndicate Members, Bankers to the Offer/Escrow Bank, Public Offer Account Bank, Sponsor Bank(s) and Refund Bank(s) to act in their respective capacities, will be obtained and filed along with a copy of the Red Herring Prospectus with the RoC as required under the Companies Act. Further, such consents have not been withdrawn until the date of this Draft Red Herring Prospectus.

Experts to the Offer

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

Our Company has received consent dated January 30, 2024 from M/s. Mittal Agarwal and Company, Chartered Accountants, our Statutory Auditors, holding a valid peer review certificate from ICAI, to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus 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 (i) their examination report dated 30th December 2023 on our Restated Financial Statements; and (ii) report dated 15th January 2024 on the statement of special 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.

In addition, Our Company has received consent dated January 29, 2024 from M/s. Design Ethics Architects, Project Consultants and Chartered Engineer, to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus and as an "expert" as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as our Project Consultants and Chartered Engineer, and in respect of (i) their report on our completed projects and Third party Developer Order Book and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Our Company has also received (i) consent dated January 31, 2024 from M/s. Raja Vikram & Company, Company Secretary, to include their name as required under section 26(5) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this Draft Red Herring Prospectus and as an "expert" as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as independent practicing company secretary, 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. The above-mentioned consents have not been withdrawn as on the date of this Draft Red Herring Prospectus.

Particulars regarding public or rights issues during the last five years

Our Company has not undertaken any public issue in the five years preceding the date of this Draft Red Herring Prospectus. Other than as disclosed in "*Capital Structure*" on page 88, our Company has not undertaken any rights issues in the five years immediately preceding the date of this Draft Red Herring Prospectus.

Commission or brokerage on previous issues in the last five years

Since this is the initial public offering of the Equity Shares, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure public subscription for any of our Equity Shares in the five years preceding the date of this Draft Red Herring Prospectus.

Capital issues in the preceding three years

Other than as disclosed in the section titled "*Capital Structure*" on page 88, our Company has not undertaken a capital issue in the last three years preceding the date of this Draft Red Herring Prospectus.

As on the date of this Draft Red Herring Prospectus, our Company does not have any listed subsidiary or associate.

Details with regards to other listed group companies

a. Name of the Company	:	Electro Force India Limited
b. Year of the Issue	:	2023
c. Type of the Issue	:	Initial Public Offer
d. Amount of the Issue	:	Rs. 8068 lakhs
e. Date of Closure of Issue	:	21 st December 2023
f. Date of Allotment and Credit of Securities to Demat Account	:	22 nd December 2023
g. Date of Completion of Project	:	NA
h. Rate of Dividend Paid	:	NA

Performance vis-à-vis Objects – Public/ rights issue of our Company

Our Company has not undertaken any public issue or rights issue (as defined in the SEBI ICDR) in the five years immediately preceding the date of this Draft Red Herring Prospectus.

Performance vis-à-vis Objects - Public/rights issue of the listed subsidiary/ promoters of our Company

Our Company does not have any listed promoter or listed subsidiary.

Price information of past issues handled by the Book Running Lead Manager

Corpwis Advisors Private Limited

1. Price information of past issues (during the current Financial Year and two Financial Years preceding the current Financial Year) handled by Corpwis Advisors Private Limited.

Sr. No.	Issue name	Issue Size (million)	Issue price (₹)	Listing Date	Opening price on Listing Date (in ₹)	+/- % change in closing price, [+/- % change in closing benchmark] - 30 th calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark] - 90 th calendar days from listing	+/- % change in closing price, [+/- % change in closing benchmark] - 180 th calendar days from listing
1.	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
2.	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

2. Summary statement of price information of past issues (during the current Financial Year and two Financial Years preceding the current Financial Year) handled by Corpwis Advisors Private Limited.

Financial Year	Total no. of IPOs	Total funds raised (₹ million)	Nos. of IPOs trading at discount on as on 30 th calendar days from listing date			Nos. of IPOs trading at premium on as on 30 th calendar days from listing date			Nos. of IPOs trading at discount as on 180 th calendar days from listing date			Nos. of IPOs trading at premium as on 180 th calendar days from listing date		
			Over 50%	Between 25% - 50%	Less than 25%	Over 50%	Between 25% - 50%	Less than 25%	Over 50%	Between 25% - 50%	Less than 25%	Over 50%	Between 25% - 50%	Less than 25%
2023-2024	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
2022-2023	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
2021-2022	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

Track record of past issues handled by the Book Running Lead Manager (“BRLM”)

For details regarding the track record of the Book Running Lead Manager, as specified in circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by SEBI, please see the websites of the Book Running Lead Manager, as set forth in the table below:

Sr. No.	Name of the BRLM	Website
1.	Corpwis Advisors Private Limited	www.corpwis.com

Stock market data of the Equity Shares

This being the initial public offering of the Equity Shares of our Company, the Equity Shares are not listed on any stock exchange as on the date of this Draft Red Herring Prospectus, and accordingly, no stock market data is available for the Equity Shares.

Mechanism for Redressal of Investor Grievances

The Registrar Agreement provides for retention of records with the Registrar to the Offer for a minimum period of 8 years from the date of listing and commencement of trading of the Equity Shares on the Stock Exchanges, in order to enable the investors to approach the Registrar to the Offer for redressal of their grievances.

Bidders may contact our Company Secretary and Compliance Officer and/or the Registrar to the Offer in case of any pre-Offer or post-Offer related problems such as non-receipt of 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. For all Offer related queries and for redressal of complaints, investors may also write to the

BRLMs.

All Offer related grievances, other than those of Anchor Investors may be addressed to the Registrar to the Offer with a copy to the relevant Designated Intermediary with whom the ASBA Form was submitted, giving full details such as name of the sole or First Bidder, ASBA 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 UPI Bidders), date of ASBA Form, and the name and address of the relevant Designated Intermediary where the Bid was submitted. Further, the Bidder shall enclose the Acknowledgment Slip or the application number from the Designated Intermediary in addition to the documents or information mentioned hereinabove. All grievances relating to Bids submitted through Registered Brokers may be addressed to the Stock Exchanges with a copy to the Registrar to the Offer.

All Offer related grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or first Bidder, Anchor Investor Application Form number, Bidders' DP ID, Client ID, PAN, date of the Anchor Investor Application Form, address of the Bidder, number of the Equity Shares applied for, Bid Amount paid on submission of the Anchor Investor Application Form and the name and address of the BRLMs where the Anchor Investor Application Form was submitted by the Anchor Investor.

In terms of SEBI master circular (SEBI/HO/CFD/PoD-2/P/CIR/2023/00094) dated June 21, 2023, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M) dated March 16, 2021, SEBI circular, (SEBI/HO/CFD/DIL2/P/CIR/2021/570) dated June 2, 2021 and SEBI circular, (SEBI/HO/CFD/DIL2/CIR/P/2022/51) dated April 20, 2022 and any subsequent circulars, as applicable, issued by SEBI, 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 within three months of the date of listing of the Equity Shares with the concerned SCSB. 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.

Separately, pursuant to the SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M) dated March 16, 2021, the following compensation mechanism shall be applicable for investor grievances in relation to Bids made through the UPI Mechanism, for which the relevant SCSBs shall be liable to compensate the investor:

Scenario	Compensation amount	Compensation period
Delayed unblock for cancelled / withdrawn / deleted applications	₹100 per day or 15% per annum of the Bid Amount, whichever is higher	From the date on which the request for cancellation / withdrawal / deletion is placed on the bidding platform of the Stock Exchanges till the date of actual unblock
Blocking of multiple amounts for the same Bid made through the UPI Mechanism	1. Instantly revoke the blocked funds other than the original application amount; and 2. ₹100 per day or 15% per annum of the total cumulative blocked amount except the original Bid Amount, whichever is higher	From the date on which multiple amounts were blocked till the date of actual unblock
Blocking more amount than the Bid Amount	1. Instantly revoke the difference amount, i.e., the blocked amount less the Bid Amount; and 2. ₹100 per day or 15% per annum of the difference amount, whichever is higher	From the date on which the funds to the excess of the Bid Amount were blocked till the date of actual unblock
Delayed unblock for non – Allotted /	₹100 per day or 15% per annum of	From the Working Day

partially Allotted applications	the Bid Amount, whichever is higher	subsequent to the finalisation of the Basis of Allotment till the date of actual unblock
---------------------------------	-------------------------------------	--

In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding two Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated by the intermediary responsible for causing such delay in unblocking in accordance with applicable law. Further, investors shall be entitled to compensation in the manner specified in the SEBI circular (SEBI/HO/CFD/DIL1/CIR/P/2021/47) dated March 31, 2021, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M) dated March 16, 2021, SEBI circular (SEBI/HO/CFD/DIL2/P/CIR/2021/570) dated June 2, 2021 and SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2022/51) dated April 20, 2022 in case of delays in resolving investor grievances in relation to blocking/unblocking of funds.

Further, in terms of SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2022/51) dated April 20, 2022, the payment of processing fees to the SCSBs shall be undertaken pursuant to an application made by the SCSBs to the BRLMs, 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.

Our Company, the BRLMs and the Registrar to the Offer accept no responsibility for errors, omissions, commission of any acts of the Designated Intermediaries, including any defaults in complying with its obligations under the SEBI ICDR Regulations.

For grievance redressal contact details of the BRLMs pursuant to circular (SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M) dated March 16, 2021 issued by the SEBI, see "**Offer Procedure – General Instructions**" on page 330 of this Draft Red Herring Prospectus.

Disposal of investor grievances by our Company

Our Company estimates that the average time required by our Company or the Registrar to the Offer or the SCSBs in case of ASBA bidders for the redressal of routine investor grievances shall be fifteen Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

Our Company shall obtain authentication on the SCORES platform in terms of the SEBI circular no. CIR/OIAE/1/2013 dated April 17, 2013 and is in compliance with the SEBI circular (CIR/OIAE/1/2014) dated December 18, 2014 and SEBI circular no. SEBI/HO/OIAE/IGRD/CIR/P/2021/642 dated October 14, 2021 in relation to redressal of investor grievances through SCORES.

Our Company has appointed Aaushi Batheja, as the Company Secretary and Compliance Officer of our Company, and the Compliance Officer may be contacted in case of any pre-Offer or post-Offer related problems. For details, see '**General Information**' on page 81 of this Draft Red Herring Prospectus.

Our Company has also constituted a Stakeholders' Relationship Committee, to review and redress the shareholders' and investors' grievances such as transfer of Equity Shares, non-recovery of balance payments, declared dividends, approve subdivision, consolidation, transfer and issue of duplicate shares. For details of our Stakeholders' Relationship Committee, please see '**Our Management**' on page 188 of this Draft Red Herring Prospectus.

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.

The Selling Shareholder has authorised the Company Secretary and Compliance Officer of our Company, and the Registrar to the Offer to redress any complaints received from Bidders in respect of its respective portion of the Offered Shares.

Other confirmations

Any person connected with the Offer shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a Bid in the Offer, except for fees or commission for services rendered in relation to the Offer.

Exemption from complying with any provisions of securities laws, if any, granted by Securities Exchange Board of India (“SEBI”)

Our Company has not sought any exemption from complying with any provisions of securities laws.

[Remainder of this page has been intentionally left blank]

SECTION VII: OFFER INFORMATION

TERMS OF THE OFFER

The Equity Shares being issued, offered and Allotted and transferred pursuant to the Offer will be subject to the provisions of the Companies Act, 2013, the SEBI ICDR Regulations, the SCRA, the SCRR, the Memorandum of Association, the Articles of Association, the SEBI Listing Regulations, the terms of the Red Herring Prospectus and the Prospectus, the abridged prospectus and the Bid cum Application Form, the Revision Form, the CAN/Allotment Advice and other terms and conditions as may be incorporated in the other documents/ certificates that may be executed in respect of the Offer. The Equity Shares shall also be subject to laws as applicable laws, guidelines, rules, notifications and regulations relating to the issue of capital, offer for sale and listing and trading of securities issued from time to time, by SEBI, the Government of India, the Stock Exchanges, the RBI, the RoC and/or other authorities, as in force on the date of the Offer and to the extent applicable or such other conditions as maybe prescribed by SEBI, the RBI, the Government of India, the Stock Exchange, the RoC, and/or any other governmental, statutory or regulatory authorities while granting approval for the Offer, to the extend and for such time as these continue to be applicable.

The Offer

The Offer comprises of a Fresh Issue and an Offer for Sale by the Selling Shareholder. Expenses for the Offer shall be shared amongst our Company and Selling Shareholders in the manner specified in the manner specified in “*Objects of the Offer*” on page 104.

Ranking of Equity Shares

The Equity Shares being offered/ Allotted and transferred in the Offer shall be subject to the provisions of the Companies Act, SEBI ICDR Regulations, SEBI Listing Regulations, SCRA, SCRR, our Memorandum of Association and Articles of Association and shall rank pari passu in all respects with the existing Equity Shares including in respect of the right to dividend, voting and other corporate benefits, if any, declared by our Company after the date of Allotment. Further for details, see “*Description of Equity Shares and Terms of Articles of Association*” on page 341 .

Mode of payment of dividend

Our Company shall pay dividends, if declared, to the Shareholders, in accordance with the provisions of the Companies Act 2013, the Memorandum of Association and the Articles of Association, the SEBI Listing Regulations and any guidelines or directives that may be issued by the Government of India in this regard. Dividend if any declared by our Company after the date of Allotment (pursuant to the transfer of Equity Shares from the Offer for Sale), will be payable to the Bidders who have been Allotted Equity Shares in the Offer, for the entire year, in accordance with applicable laws. For further details, in relation to dividends, see “*Dividend Policy*” and “*Main Provisions of the Articles of Association*” on page 219 and 341, respectively.

Face Value, Offer Price, Floor Price and Price Band

The face value of each Equity Share is ₹5 and the Offer 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 Offer Price is ₹ [●] per Equity Share.

The Offer Price, Price Band and the minimum Bid Lot size for the Offer if any, will be decided by our Company and Selling Shareholder in consultation with the Book Running Lead Manager, and shall be advertised in [●] editions of [●], an English national daily newspaper, [●] editions of [●] a Hindi national daily newspaper, and [●] editions of [●], a Marathi daily newspaper (Marathi being the regional language of Maharashtra wherein our Registered Office is located), each with wide circulation, at least two Working Days prior to the Bid/Offer Opening Date and shall be made available to the Stock Exchanges for the purpose of uploading the same on their websites. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price, shall be pre-filled in the Bid cum Application Forms available on the respective websites of the Stock Exchanges. The Cap Price shall be at least 105% of the Floor Price. The Offer Price shall be determined by our

Company and the Selling Shareholders in consultation with the Book Running Lead Manager after the Bid/Offer Closing Date, on the basis of assessment of market demand for the Equity Shares offered by way of the Book Building Process.

At any given point in time there will be only one denomination for the Equity Shares of our Company, subject to applicable laws.

Compliance with ICDR

Our Company shall comply with all requirements of the ICDR Regulations, as amended time to time.

Compliance with Disclosures and Accounting Norms

Our Company shall comply with all disclosures and accounting norms as specified by SEBI from time to time.

Rights of the equity shareholder

Subject to applicable laws, rules, regulations and guidelines and the Articles of Association, our Shareholders shall have the following rights:

- Right to receive dividends, if declared;
- Right to attend general meetings and exercise voting powers, unless prohibited by law;
- Right to vote on a poll either in person or by proxy or “e-voting” 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 any surplus on liquidation subject to any statutory and preferential claims being satisfied;
- Right of free transferability of their Equity Shares, subject to applicable regulations and other applicable law; and
- Such other rights as may be available to a shareholder of a listed public company under the Companies Act, the SEBI Listing Regulations and our Articles of Association and any other applicable laws.

For a detailed description of the main provisions of our Articles of Association relating to voting rights, dividend, forfeiture, lien, transfer, transmission and/ or consolidation/splitting, please see “*Description of Equity Shares and Terms of the Articles of Association*” on page 341.

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 dematerialised form on the Stock Exchanges. In this context, two agreements have been entered into amongst our Company, the respective Depositories and the Registrar to the Offer:

- Tripartite agreement dated September 27, 2023 among CDSL , our Company and the Registrar to the Offer; and
- Tripartite agreement dated October 30, 2023. among NSDL, our Company and Registrar to the Offer.

Market lot and trading lot

Since trading of the Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in the Offer will be only in dematerialised and electronic form in multiples of one Equity Share, subject to a minimum Allotment of [●] Equity Shares. For further details on the Basis of Allotment, please see “*Offer Procedure*” on page 319.

Joint holders

Subject to the provisions contained in our 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 holders with benefits of survivorship.

Jurisdiction

The courts of Mumbai, Maharashtra, India will have exclusive jurisdiction in relation to this Offer

Nomination Facility to investors

In accordance with section 72 of the Companies Act 2013, 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 to the exclusion of all other persons, unless the nomination is modified or cancelled in the prescribed manner. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale, transfer or alienation of Equity Share(s) by the person nominating. A nomination may be cancelled, or modified by nominating any other person in place of the present nominee, by the holder of the Equity Shares who has made the nomination, by giving a notice of such cancellation or variation to our Company. 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 the Registered Office or Corporate Office or at the registrar and transfer agents of our Company.

Any person who becomes a nominee by virtue of section 72 of the Companies Act 2013 will, on the production of such evidence as may be required by our Board, elect either:

- a) to register himself or herself as holder of Equity Shares; or
- b) to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, our Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, the Board may thereafter withhold payment of all dividend, interests, bonuses or other monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Offer will be made only in dematerialised form, there is no need to make a separate nomination with our Company. Nominations registered with the respective Depository Participant of the Bidder will prevail. If Bidders want to change their nomination, they are advised to inform their respective Depository Participants.

Bid / Offer Programme

BID/OFFER OPENS ON*	[●]
BID/OFFER CLOSES ON**	[●] ⁽¹⁾

*Our Company, the Selling Shareholders, in consultation with the Book Running Lead Managers, may consider the participation of Anchor Investors by allocating up to 60% of the QIB portion. The Anchor Investor Bid/ Offer Period shall be one Working Day prior to the Bid/ Offer Opening Date in accordance with the SEBI ICDR Regulations.

**Our Company, the Selling Shareholders, in consultation with the Book Running Lead Managers, may consider closing the Bid/ Offer Period for QIBs one day prior to the Bid/ Offer Closing Date in accordance with the SEBI ICDR Regulations.

(1) UPI mandate end time and date shall be at 5:00 pm on the Bid/ Offer Closing date i.e., [●].

An indicative timetable in respect of the Offer is set out below:

Event	Indicative Date
Bid/Offer Closing Date	[●]
Finalisation of Basis of Allotment with the Designated Stock Exchange	On or about [●]
Initiation of refunds (if any, for Anchor Investors) /unblocking of funds from ASBA Account*	On or about [●]
Credit of the Equity Shares to depository accounts of Allottees	On or about [●]
Commencement of trading of the Equity Shares on the Stock Exchanges	On or about [●]

**In case of (i) any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding two Working Days from the Bid/Offer Closing Date for cancelled/ withdrawn/ deleted ASBA form the Bidder shall be compensated at a uniform*

rate of ₹100 per day or 15% per annum of the Bid Amount, whichever is higher from the date on which the request for cancellation/ withdrawal/ deletion is placed in the Stock Exchanges bidding platform until the date on which the amounts are unblocked (ii) any blocking of multiple amounts for the same ASBA form (for amounts blocked through the UPI Mechanism), the Bidder shall be compensated at a uniform rate ₹100 per date or 15% per annum of the total cumulative blocked amount except the original application amount, whichever is higher from the date on which such multiple amounts were blocked till the date of actual unblock; (iii) any blocking of amounts more than the Bid Amount, the Bidder shall be compensated at a uniform rate of ₹100 per day or 15% per annum of the difference in amount, whichever is higher from the date on which such excess amounts were blocked till the date of actual unblock; (iv) any delay in unblocking of non-allotted/ partially allotted Bids, exceeding three Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated at a uniform rate of ₹100 per day or 15% per annum of the Bid Amount, whichever is higher for the entire duration of delay exceeding two Working Days from the Bid/Offer Closing Date by the SCSB 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. The Bidder shall be compensated in the manner specified in the SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/MIRSD/MIRSD_RTAMB/P/CIR/2022/76 dated May 30, 2022 and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, which for the avoidance of doubt, shall be deemed to be incorporated in the agreements to be entered into between our Company with the relevant intermediaries, to the extent applicable. The Book Running Lead Managers shall be liable for compensating the Bidder at a uniform rate of ₹100 per day or 15% per annum of the Bid Amount, whichever is higher from the date of receipt of the investor grievance until the date on which the blocked amounts are unblocked. The Bidder shall be compensated in the manner specified in the SEBI circular dated March 16, 2021, as amended pursuant to SEBI circulars dated June 2, 2021 and April 20, 2022 and master circular dated June 21, 2023, which for the avoidance of doubt, shall be deemed to be incorporated in the deemed agreement of our Company with the SCSBs, to the extent applicable.

The processing fees for applications made by the UPI Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with the UPI Circulars.

The above timetable, other than the Bid/Offer Closing Date, is indicative and does not constitute any obligation or liability on our Company, our Selling Shareholders or the Book Running Lead Manager.

While our Company will use best efforts to ensure that listing and trading of our Equity Shares on the Stock Exchanges as may be prescribed by SEBI, the timetable may be subject to change for various reasons, including extension of Bid/Offer Period by our Company and the Selling Shareholder in consultation with the BRLM, due to revision of the Price Band, any delays in receipt of final listing and trading approvals from the Stock Exchanges, delay in receipt of final certificates from SCSBs, etc. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges in accordance with applicable law. The Selling Shareholder confirm that they shall extend complete co-operation required by our Company and the BRLM for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within three Working Days from the Bid/Offer Closing Date, or within such other period as may be prescribed by SEBI.

In terms of the UPI Circulars, in relation to the Offer, the BRLM will be required to submit reports of compliance with timelines and activities prescribed by SEBI in connection with the allotment and listing procedure within three Working Days from the Bid/Offer Closing Date, identifying nonadherence to timelines and processes and an analysis of entities responsible for the delay and the reasons associated with it. In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding two Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated for the entire duration of delay exceeding two Working Days from the Bid/Offer Closing Date by the intermediary responsible for causing such delay in unblocking, in the manner specified in the UPI Circulars, to the extent applicable, which for the avoidance of doubt, shall be deemed to be incorporated herein. The Book Running Lead Managers shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking. Any circulars or notifications from SEBI after the date of this Draft Red Herring Prospectus may result in changes to the listing timelines. Further, the offer procedure is subject to change basis any revised SEBI circulars to this effect.

SEBI is in the process of streamlining and reducing the post issue timeline for initial public offerings and has through its circular SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, reduced the time period for listing of shares in public issue from existing 6 days to 3 days. The revised timeline of T+3 days has been made mandatory on or after December 1, 2023. Please note that we may need to make appropriate changes in this Draft Red Herring Prospectus depending upon the prevailing conditions at the time of the opening of the Offer. Any circulars or notifications from the SEBI after the date of this Draft Red Herring Prospectus may result in changes to the above mentioned timelines. Further, the offer procedure is subject to change to any revised circulars issued by the SEBI to this effect.

Submission of Bids (other than Bids from Anchor Investors):

Bids/ Offer Period (except the Bid/ Offer Closing Date)	
Submission and Revision in Bids	Only between 10.00 a.m. and 5.00 p.m. Indian Standard Time (“IST”)
Bids/ Offer Closing Date	
Submission and Revision in Bids	Only between 10.00 a.m. and 3.00 p.m. IST

**UPI mandate end time and date shall be at 5:00 pm on [●]*

On the Bid/Offer Closing Date

- (i) In case of Bids by QIBs and Non-Institutional Bidders, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m.(IST) and uploaded by 4.00 p.m. IST, and
- (ii) In case of Bids by UPI Bidders, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (IST) and uploaded until 5.00 p.m. IST or such extended time as permitted by the Stock Exchanges, in case of Bids by UPI Bidders.

On Bid/Offer Closing Date, extension of time may be granted by Stock Exchanges only for uploading Bids received by Retail Individual Bidders and Eligible Employees under the Employee Reservation Portion, after taking into account the total number of Bids received and as reported by the BRLM to the Stock Exchanges.

The Registrar to the Offer shall submit the details of cancelled/ withdrawn/ deleted applications to the SCSBs on a daily basis within 60 minutes of the Bid closure time from the Bid/ Offer Opening Date till the Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. The SCSBs shall unblock such applications by the closing hours of the Working Day and submit the confirmation to the Book Running Lead Manager and the Registrar to the Offer on a daily basis.

To avoid duplication, the facility of re-initiation provided to Syndicate Members shall preferably be allowed only once per bid/batch and as deemed fit by the Stock Exchanges, after closure of the time for uploading Bids.

It is clarified that Bids not uploaded on the electronic bidding system or in respect of which the full Bid Amount is not blocked by SCSBs or not blocked under the UPI Mechanism in the relevant ASBA Account, as the case may be, would be rejected.

Due to limitation of time available for uploading the Bids on the Bid/Offer Closing Date, Bidders are advised to submit their Bids one day prior to the Bid/Offer Closing Date and in case no later than 1:00 p.m. IST on the Bid/Offer Closing Date. Any time mentioned in this Draft Red Herring Prospectus is IST. Bidders are cautioned that, in the event a large number of Bids are received on the Bid/Offer Closing Date, some Bids may not get uploaded due to lack of sufficient time. Such Bids that cannot be uploaded will not be considered for allocation under the Offer. Bids and any revision in Bids will be accepted only during Monday to Friday (excluding any public/ bank holiday). Investors may please note that as per letter no. List/smd/sm/2006 dated July 3, 2006 and letter no. NSE/IPO/25101- 6 dated July 6, 2006 issued by BSE and NSE respectively, Bids and any revision in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges. Bids by ASBA Bidders shall be uploaded by the relevant Designated Intermediary in the electronic system to be provided by the Stock Exchanges. None of our Company, each of the Selling Shareholders or any member of the Syndicate is liable for any failure in uploading the Bids due to faults in any software or hardware system or otherwise, or blocking of application amount by SCSBs on receipt of instructions from the Sponsor Banks due to any errors, omissions, or otherwise non-compliance by various parties involved in, or any other fault, malfunctioning or breakdown in the UPI Mechanism

In case of any discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the Bid file received from the Stock Exchanges shall be taken as the final data for the purpose of Allotment.

Our Company, the Selling Shareholders in consultation with the Book Running Lead Managers, reserves the right to revise the Price Band during the Bid/Offer Period, in accordance with the SEBI ICDR Regulations, The revision in the Price Band shall not exceed 20% on either side, i.e. Floor Price can move up or down to the extend of 20% of the Floor Price and the Cap Price will be revised accordingly, but the Floor Price shall not be less than the face value of the Equity Shares. In all circumstances, the Cap Price shall be less than or equal to 120% of the Floor

Price. Provided that the Cap Price of the Price Band shall be at least 105% of the Floor Price.

In case of any revision to the Price Band, the Bid/Offer Period will be extended by at least three (3) additional Working Days following such revision of the Price Band, subject to the Bid/Offer Period not exceeding ten (10) Working Days. In cases of force majeure, banking strike or similar circumstances, our Company, in consultation with the Book Running Lead Managers may, for reasons to be recorded in writing, extend the Bid/Offer Period for a minimum of three (3) Working Days, subject to the Bid/Offer Period not exceeding ten (10) Working Days. Any revision in the Price Band and the revised Bid/Offer Period, if applicable, will be widely disseminated by notification to the Stock Exchanges, by issuing a public notice, and also by indicating the change on the respective websites of the Book Running Lead Manager and at the terminals of the Syndicate Members and by intimation to SCSBs, other Designated Intermediaries and the Sponsor Bank(s), as applicable.

In case of discrepancy in data entered in the electronic book *vis-à-vis* data contained in the Bid cum Application Form for a particular Bidder, the details as per the Bid file received from the Stock Exchanges shall be taken as the final data for the purpose of Allotment.

Minimum Subscription

If our Company does not receive the minimum subscription in the Offer as specified under Rule 19(2)(b) of the SCRR or the minimum subscription of 90% of the Fresh Offer on the Bid/Offer Closing Date; or subscription level falls below aforesaid minimum subscription after the Bid/Offer Closing Date due to withdrawal of Bids or technical rejections or any other reason; or in case of devolvement of Underwriters, aforesaid minimum subscription is not received is not received within 60 (sixty) days from the date of Bid/ Offer Closing Date or if the listing or trading permission is not obtained from the Stock Exchanges for the Equity Shares in the Offer, our Company and the Selling Shareholders, severally and not jointly, shall forthwith refund the entire subscription amount received in accordance with applicable law including the SEBI circular bearing no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021. If there is a delay beyond 4 (four) days after our Company becomes liable to pay the amount, our Company, and every Director of our Company, who are officers in default, shall pay interest at the rate of 15% per annum. It is clarified that each of the Selling Shareholders shall, severally and not jointly, be liable to refund money raised in the Offer together with any interest for delays in making refunds as per applicable law, only to the extent of its respective portion of Offered Shares. Notwithstanding the foregoing, no liability to make any payment of interest shall accrue on any Selling Shareholder and such interest shall be borne by the Company unless any delay of the payments to be made hereunder, or any delay in obtaining listing and/or trading approvals or any approvals in relation to the Offer is solely and directly attributable to an act or omission of such Selling Shareholder.

The requirement for minimum subscription is not applicable to the Offer for Sale. In the event of under subscription in the Offer, subject to receiving minimum subscription for 90% of the Fresh Issue and compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, the Allotment for the valid Bids will be made in the following order: (i) In the first instance towards subscription for 90% of the Fresh Issue; (ii) If there remain any balance valid Bids in the Offer, the Allotment for the balance valid Bids will be made towards Equity Shares offered by the Selling Shareholders in proportion to the Offered Shares being offered by the Selling Shareholders and then, towards the balance Fresh Issue.

Undersubscription, if any, in any category except the QIB portion, would be met with spill-over from the other categories at the discretion of our Company, the Selling Shareholders, in consultation with the Book Running Lead Managers, and the Designated Stock Exchange.

The Selling Shareholders shall, severally and not jointly, reimburse, in proportion to the respective portion of its Offered Shares, any expenses and interest incurred by our Company on behalf of it for any delays in making refunds as required under the Companies Act and any other applicable law, provided that any Selling Shareholder shall not be responsible or liable for payment and/ or reimbursement of such expenses towards refund or interest thereon for any delay, unless such delay has been caused by any act or omission solely and directly attributable to such Selling Shareholder and in any other case the Company shall take on the responsibility to pay interest. It is clarified that such liability of a Selling Shareholder shall be limited to the extent of its respective portion of the Offered Shares.

Further, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted shall not be less than 1,000 in compliance with Regulation 49(1) of SEBI ICDR Regulations failing which the entire application money shall be unblocked in the respective ASBA Accounts of the Bidders. In case of delay, if any, in unblocking the ASBA Accounts within such timeline as prescribed under applicable laws, our Company shall be liable to pay interest on the application money in accordance with applicable laws.

Arrangements for Disposal of Odd Lots

There are no arrangements for disposal of odd lots since our Equity Shares will be traded in dematerialised form only and market lot for our Equity Shares will be one Equity Share.

New Financial Instruments

Our Company is not issuing any new financial instruments through this Offer.

Restrictions, if any on Transfer and Transmission of Equity Shares

Except for lock-in of pre-Offer equity Share capital of our Company, lock-in of our Promoter's minimum contribution and Anchor Investor lock-in, as detailed in "*Capital Structure – Lock-in Requirements*" on page 100 there are no restrictions on transfers and transmission of Equity Shares and their consolidation or sub-division. For further details, see "*Description of Equity Shares and Terms of Articles of Association*" on page 341 there are no restrictions on transfers and transmission of Equity Shares on their consolidating/splitting

Option to Receive Equity Shares in Dematerialized Form

Allotment of Equity Shares to successful Bidders will only be in the dematerialized form. Bidders will not have the option of Allotment of the Equity Shares in physical form. The Equity Shares on Allotment will be traded only in the dematerialized segment of the Stock Exchanges.

Withdrawal of the Offer

Our Company in consultation with the Book Running Lead Managers and subject to Applicable Law, the Selling Shareholders, reserve the right not to proceed with the Offer for Sale, in whole or in part thereof, to the extent their respective Offered Shares, after the Bid/Offer Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the newspapers in which the pre-Offer advertisements were published, within two days of the Bid/Offer Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Offer and inform the Stock Exchanges simultaneously. The BRLM, through the Registrar to the Offer, shall notify the SCSBs and the Sponsor Bank(s), to unblock the bank accounts of the ASBA Bidders within one Working Day from the date of receipt of such notification and also inform the Bankers to the Offer to process refunds to the Anchor Investors, as the case may be. Our Company shall also promptly inform the same to the Stock Exchanges on which Equity Shares are proposed to be listed. In terms of the UPI Circulars, in relation to the Offer, the BRLM will submit reports of compliance with applicable listing timelines and activities, identifying non-adherence to timelines and processes and an analysis of entities responsible for the delay and the reasons associated with it. Further, in case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding three 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 three 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. If our Company withdraws the Offer after the Bid/Offer Closing Date and thereafter determines that it will proceed with a public offering of the Equity Shares, our Company shall file a fresh draft red herring prospectus with SEBI. Notwithstanding the foregoing, this Offer is also subject to obtaining the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and the final RoC approval of the Prospectus after it is filed with the RoC.

OFFER STRUCTURE

The Offer is of up to 2,78,00,000 Equity Shares of face value of ₹5 at an Offer Price of ₹[●] per Equity Share for cash (including a share premium of ₹[●] per Equity Share) aggregating up to ₹[●] lakh comprising of a Fresh Issue of up to 1,83,00,000 Equity Shares aggregating up to ₹[●] lakh and an Offer for Sale of up to 95,00,000 Equity Shares aggregating up to [●] lakh by the Selling Shareholders.

The Offer will constitute 29.88 % of the post-Offer paid-up equity share capital of our Company. The Offer includes a reservation of up to [●] Equity Shares, aggregating up to ₹[●] lakh, for subscription by Eligible Employees. The Employee Reservation Portion shall not exceed 5.00% of our post-Offer paid-up equity share capital. The Offer less the Employee Reservation Portion.

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

The Offer is being made through the Book Building Process.

Particulars	QIBs ⁽¹⁾	Non-Institutional Bidders	Retail Individual Bidders
Number of Equity Shares available for Allotment/ allocation^{*(2)}	Not less than [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIB Bidders and Retail Individual Bidders	Not less than [●] Equity Shares available for allocation or Offer less allocation to QIB Bidders and Non- Institutional Bidders
Percentage of Offer Size available for Allotment/ allocation	Not more than 50% of the Offer being available for allocation to QIB Bidders. However, up to 5% of the Net QIB Portion will be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the Mutual Fund Portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion in the Mutual Fund Portion will be added to the Net QIB Portion	Not more than 15% of the Offer or the Offer less allocation to QIB Bidders and Retail Individual Bidders shall be available for allocation	Not less than 35% of the Offer or the Offer less allocation to QIB Bidders and Non-Institutional Bidders shall be available for allocation
Basis of Allotment if respective category is oversubscribed*	Proportionate as follows (excluding the Anchor Investor Portion): (a) Up to [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds only; and (b) up to [●] Equity Shares shall be available for allotted on a proportionate basis to all QIBs, including Mutual Funds receiving	Proportionate as follows: a) one third of the portion available to Non-Institutional Bidders being [●] Equity Shares are reserved for Bidders Biddings more than ₹2.00 lakh and up to ₹10.00 lakh b) two third of the portion available to Non-Institutional Bidders being [●] Equity Shares are reserved for Bidders Bidding more than ₹10.00 lakh.	The allotment to each Retail Individual Bidder shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Portion and the remaining available Equity Shares if any, shall be Allotted on a proportionate basis. For details see, " <i>Offer Procedure</i> " on page 319.

Particulars	QIBs ⁽¹⁾	Non-Institutional Bidders	Retail Individual Bidders
	allocation as per (a) above Up to [●] Equity Shares may be allocated on a discretionary basis to Anchor Investors of which one-third shall be available for allocation to Mutual Funds only, subject to valid Bids received from Anchor Investors at or above the Anchor Investor Allocation Price	c) Provided that the unsubscribed portion in either of the categories specified in (a) or (b) above, may be allocated to Bidders in the other category. The Allotment to each Non-Institutional Investor shall not be less than the minimum application size, subject to availability in the Non- Institutional Portion, and the remainder, if any, shall be allotted on a proportionate basis in accordance with the conditions specified in the SEBI ICDR Regulations.	
Mode of Bid	Through ASBA process only (except for Anchor Investors)		
Minimum Bid	Such number of Equity Shares in multiples of [●] Equity Shares such that the Bid Amount exceeds ₹2,00,000	Such number of Equity Shares in multiples of [●] Equity Shares such that the Bid Amount exceeds ₹2,00,000	[●] 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 exceeding the size of the Offer, subject to applicable limits to each Bidder	Such number of Equity Shares in multiples of [●] Equity Shares not exceeding the size of the Offer (excluding the QIB portion), subject to limits applicable 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	[●] Equity Shares and in multiples of one Equity Share thereafter		
Trading Lot	One Equity Share		
Who can apply⁽³⁾	Public financial institutions as specified in Section 2(72) of the Companies Act, scheduled commercial banks, multilateral and bilateral development financial institutions, mutual funds registered with SEBI, FPIs other than individuals, corporate bodies and family offices, VCFs, AIFs, FVCIs registered with SEBI, state industrial development corporation, insurance	Resident Indian individuals, Eligible NRIs, HUFs (in the name of Karta), companies, corporate bodies, scientific institutions, societies, family offices and trusts and FPIs who are individuals, corporate bodies and family offices for Equity Shares such that the Bid Amount exceeds ₹2.00 lakh in value.	Resident Indian individuals, HUFs (in the name of Karta) and Eligible NRIs applying for Equity Shares such that the Bid amount does not exceed ₹2.00 lakh in value

Particulars	QIBs ⁽¹⁾	Non-Institutional Bidders	Retail Individual Bidders
	companies registered with IRDAI, provident funds (subject to applicable law) with minimum corpus of ₹2,500 lakh, pension funds with minimum corpus of ₹ 2,500 lakh, National Investment Fund set up by the Government of India, the insurance funds set up and managed by army, navy or air force of the Union of India, insurance funds set up and managed by the Department of Posts, India and Systemically Important Non-Banking Financial Companies.		
Terms of Payment	<p>In case of Anchor Investors: Full Bid Amount shall be payable by the Anchor Investors at the time of submission of their Bids ⁽⁴⁾</p> <p>In case of all other Bidders: Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidder (other than the Anchor Investors), or by the Sponsor Banks through the UPI Mechanism, that is specified in the ASBA Form at the time of submission of the ASBA Form</p>		

*Assuming full subscription in the Offer

#Eligible Employees Bidding in the Employee Reservation Portion can Bid up to a Bid Amount of ₹500,000. However, a Bid by an Eligible Employee in the Employee Reservation Portion will be considered for allocation, in the first instance, for a Bid Amount of up to ₹200,000. In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹200,000, subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹500,000. An Eligible Employee Bidding in the Employee Reservation Portion (subject to Bid Amount being up to ₹200,000) can also Bid in the Retail Portion, and such Bids shall not be considered multiple Bids. However, Bids by Eligible Employees Bidding in the Employee Reservation Portion and in the Non Institutional Portion shall be treated as multiple Bids. The unsubscribed portion if any, in the Employee Reservation Portion shall be added back to the Net Offer. In case of under-subscription in the Net Offer, spill-over to the extent of such under-subscription shall be permitted from the Employee Reservation Portion.

- (1) Our Company and Selling Shareholders 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. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being made to other Anchor Investors. For details, see "Offer Procedure" on page 319
- (2) Subject to valid Bids being received at or above the Offer Price. This is an Offer in terms of Rule 19(2)(b) of the SCRR in compliance with Regulation 6(1) of the SEBI ICDR Regulations read with Regulation 45 of the SEBI ICDR Regulations. The Offer is being made through the Book Building Process, wherein not more than 50% of the Offer shall be available for allocation on a proportionate basis to QIBs. Such number of Equity Shares representing 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to QIBs, including Mutual Funds, subject to valid Bids being received from them at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the 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 all QIBs. Further, not less than 15% of the Offer shall be available for allocation to Non-Institutional Bidders and not less than 35% of the Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price. The Equity Shares available for allocation to 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 Bidders with an application size of more than ₹ 2.00 lakh and up to ₹ 10.00 lakh, and (ii) two-third of the portion available to Non-Institutional Bidders shall be reserved for Bidders with application size of more than ₹ 10.00 lakh, provided that the unsubscribed portion in either of the aforementioned sub-categories may be allocated to Bidders in the other sub-category of Non-Institutional Bidders.
- (3) If the Bid is submitted in joint names, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the depository account held in joint names. The signature of only the First Bidder would be required in the Bid cum Application Form and such First Bidder would be deemed to have signed on behalf of the joint holders. Bidders will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholders, the Underwriters, their respective directors, officers, agents, affiliates and representatives that they are eligible under applicable law, rules, regulations, guidelines and approvals to acquire the Equity Shares. Further, an Eligible Employee Bidding in the Employee Reservation Portion may also Bid under the Net Offer and such Bids shall not be treated as multiple Bids. To clarify, an Eligible Employee Bidding in the Employee Reservation Portion above ₹500,000 shall not be allowed to Bid in the Net Offer as such Bids shall be treated as multiple Bids.

- (4) *Full Bid Amount shall be payable by the Anchor Investors at the time of submission of the Anchor Investor Application Form, provided that any difference between the price at which Equity Shares are allocated to the Anchor Investors and the Anchor Investor Offer Price, shall be payable by the Anchor Investor pay-in date as mentioned in the CAN.*

The Bids by FPIs with certain structures as described under "**Offer Procedure - Bids by FPIs**" on page 325 and having same PAN will be collated and identified as a single Bid in the Bidding process. The Equity Shares Allocated and Allotted to such successful Bidders (with same PAN) will be proportionately distributed.

Bidders will be required to confirm and will be deemed to have represented to our Company, each of the Selling Shareholders, the Underwriters, their respective directors, officers, agents, affiliates and representatives that they are eligible under applicable law, rules, regulations, guidelines and approvals to acquire the Equity Shares.

Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category except the QIB Portion, would be met with spill-over from the other categories or a combination of categories at the discretion of our Company, Selling Shareholders, in consultation with the Book Running Lead Managers, and the Designated Stock Exchange, on a proportionate basis. For further details, see the "**Terms of the Offer**" on page 308.

[Remainder of this page has been intentionally left blank]

OFFER 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 a part of the abridged prospectus accompanying the Bid cum Application Form. The General Information Document is available on the websites of the Stock Exchanges and the Book Running Lead Manager. Please refer to the relevant provisions of the General Information Document which are applicable to the Offer, including in relation to the process for Bids by UPI Bidders through UPI Mechanism.

Additionally, all Bidders may refer to the General Information Document for information in relation to (i) category of investors eligible to participate in the Offer; (ii) maximum and minimum Bid size; (iii) price discovery and allocation; (iv) payment instructions for ASBA Bidders; (v) issuance of CAN and Allotment in the Offer; (vi) general instructions (limited to instructions for completing the Bid cum Application Form); (vii) designated date; (viii) disposal of applications; (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 the Companies Act relating to punishment for fictitious applications; (xii) mode of making refunds; and (xiii) interest in case of delay in Allotment or refund.

SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 01, 2018 read with its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 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 01, 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 RIBs 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/DCR2/CIR/P/2019/133 dated November 8, 2019 extended the timeline for implementation of UPI Phase II till March 31, 2020. However given the prevailing uncertainty due to the COVID-19 pandemic, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, had decided to continue with the UPI Phase II till further notice. 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 offering whose application sized are up to ₹500,000 shall use the UPI Mechanism. The final reduced timeline of T+3 for the UPI Mechanism for applications by UPI Bidders ("**UPI Phase III**") and modalities of the implications of UPI Phase III was notified by SEBI vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 and made effective on a voluntary basis for all issues opening on or after September 1, 2023 and on mandatory basis for all issues opening on or after December 1, 2023 ("**T+3 Press Release**"). Accordingly, 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 pursuant to the T+3 Press Release.

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 its circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 has introduced certain additional measures for streamlining the process of initial public offers and redressing investor grievances. Subsequently, vide the SEBI RTA Master Circular, consolidated the aforementioned circulars to the extent relevant for RTAs, and rescinded these circulars. The provisions of these circulars are deemed to form part of this Prospectus. Additionally, SEBI vide its circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 has reduced the time period for refund of application monies from 15 days to four days.

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). The Book Running Lead Manager shall be the nodal entity for any issues arising out of public issuance process.

Our Company, the Selling Shareholder and the Book Running Lead Manager does not accept any responsibility for the completeness and accuracy of the information stated in this section and the General Information Document and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Updated 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 the Equity Shares that can be held by them under applicable law or as specified in the Red Herring Prospectus and the Prospectus.

Book Building Procedure

The Offer is being made in terms of Rule 19(2)(b) of the SCRR, read with Regulation 31 of the SEBI ICDR Regulation through Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein in terms of Regulation 6(1) wherein not more than 50% of the Offer shall be allocated on a proportionate basis to QIBs, provided that 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, 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 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 QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. Further, not less than 15% of the Offer shall be available for allocation to Non-Institutional Bidders, out of which (a) one-third of such portion shall be reserved for applicants with an application size of more than ₹ 2.00 lakh up to ₹ 10.00 lakh and (b) two-thirds of such portion shall be reserved for applicants with an application size of more than ₹ 10.00 lakh, provided that the unsubscribed portion in either of such-subcategories may be allocated to applicants in the other sub-category of Non-Institutional Bidders and not more than 35% of the Offer shall be available for allocation to RIBs in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. Further, not less than 35% of the Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. 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 our Company and the Selling Shareholder in consultation with the Book Running Lead Manager and the Designated Stock Exchange, subject to applicable laws.

Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spill-over from any other category or a combination of categories at the discretion of our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager, and the Designated Stock Exchange and 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 dematerialized segment of the Stock Exchanges.

Investors must ensure that their PAN is linked with Aadhaar and are in compliance with CBDT notification dated February 13, 2020 and press release dated June 25, 2021 and September 17, 2021.

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 (in case of UPI Bidders 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 rematerialized subsequent to Allotment of the Equity Shares in the Offer, subject to compliance with applicable laws.

Phased implementation of Unified Payments Interface

SEBI has issued the UPI Circulars in relation to streamlining the process of public issue of *inter alia*, equity shares. 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 and later, all UPI Bidders, through the Designated Intermediaries with the objective to reduce the time duration from public issue closure to listing from six Working Days to up to three Working Days. Considering the time required for making necessary changes to the systems and to ensure complete and smooth transition to the UPI payment mechanism, the UPI Circulars have introduced the UPI Mechanism in three phases in the following manner:

Phase I: This phase was applicable from January 1, 2019 until March 31, 2019 or floating of five main board public issues, whichever was later. Subsequently, the timeline for implementation of Phase I was extended till June 30, 2019. Under this phase, 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: In this phase, the time duration from public issue closure to listing would be reduced to three Working Days. Phase III shall be made applicable in two phases i.e. (i) voluntary for all public issues opening on or after September 1, 2023; and (ii) mandatory on or after December 1, 2023. Accordingly, upon commencement of Phase III, the reduced time duration shall be applicable for the Offer.

SEBI through its circular (SEBI/HO/CFD/DIL2/CIR/P/2022/45) dated April 5, 2022, has prescribed that all individual investors applying in initial public offerings opening on or after May 1, 2022, where the application amount is up to ₹ 500,000, shall use UPI. Individual investors bidding under the Non-Institutional Portion bidding for more than ₹ 200,000 and up to ₹ 500,000, using the UPI Mechanism, shall provide their UPI ID in the Bid-cum-Application Form for Bidding through Syndicate, sub-syndicate members, Registered Brokers, RTAs or CDPs, or online using the facility of linked online trading, demat and bank account (3 in 1 type accounts), provided by certain brokers.

Phase III: In this phase, the time duration from public issue closure to listing would be reduced to three Working Days. Phase III shall be made applicable in two phases i.e. (i) voluntary for all public issues opening on or after September 1, 2023; and (ii) mandatory on or after December 1, 2023. Accordingly, upon commencement of Phase III, the reduced time duration shall be applicable for the Offer.

Pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended by the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated April 20, 2022 (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 Streamlining 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 finalized. Failure to unblock the accounts within the timeline would result in the SCSBs being penalized under the relevant securities law. Additionally, if there is any delay in the redressal of investors' complaints, the relevant SCSB as well as the post-Offer Lead Manager will be required to compensate the concerned investor.

The Offer 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/Offer Opening Date. If the Offer is made under UPI Phase III of the UPI Circular, the same will be advertised in [●] editions of [●], an English national daily newspaper, [●] editions of [●], a Hindi national daily newspaper, and [●] edition of [●], the Marathi daily newspaper the Marathi daily newspaper (Marathi being the regional language of Mumbai, Maharashtra, where our Registered Office is located), each with wide circulation on or prior to the Bid/Offer Opening Date and such advertisement shall also be made available to the Stock Exchanges for the purpose of uploading on their websites..

All SCSBs offering the facility of making applications in public issues shall also provide the facility to make application using UPI. The Company will be required to appoint one of the SCSBs as a Sponsor Bank to act as a

conduit between the Stock Exchanges and NPCI in order to facilitate collection of requests and/ or payment instructions of the Retail Individual Bidders using the UPI.

For further details, refer to the "General Information Document" available on the websites of the Stock Exchanges and the Book Running Lead Manager

Bid cum Application Form

Copies of the Bid cum Application Forms (other than for Anchor Investors) and the Abridged Prospectus will be available with the Designated Intermediaries at relevant Bidding Centres and at our Registered Office. An electronic copy of Bid cum Application Form will also be available for download on the websites of NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to the Bid/Offer Opening Date. Copies of the Anchor Investor Application Forms shall be available at the offices of the Book Running Lead Manager.

UPI Bidders, Bidding using the UPI Mechanism must provide the valid UPI ID in the relevant space provided in the Bid cum Application Form and the Bid cum Application Forms that do not contain the UPI ID are liable to be rejected. Applications made by the UPI Bidders using third party bank account or using third party linked bank account UPI ID are liable to be rejected.

All Bidders (other than Anchor Investors) shall mandatorily participate in the Offer only through the ASBA process. ASBA Bidders (other than UPI Bidders using the UPI Mechanism) must provide the bank account details and authorisation to block funds in their respective ASBA For. The ASBA Forms that do not contain such details will be rejected. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

ASBA Bidders shall ensure that the Bids are made on ASBA Forms bearing the stamp of the Designated Intermediary, submitted at the Bidding Centres only (except in case of electronic ASBA Forms) and the ASBA Forms not bearing such specified stamp are liable to be rejected. UPI Bidders using UPI Mechanism, shall submit their ASBA Forms with the Syndicate Members, Sub-Syndicate members, Registered Brokers, RTAs or Depository Participants. ASBA Bidders are also required to 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. ASBA 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. In order to ensure timely information to Investors, SCSBs are required to send SMS alerts to investors intimating them about Bid Amounts blocked/ unblocked.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians including QIBs, Non-Institutional Bidders, Retail Individual Bidders and resident in India and Eligible NRIs applying on a non-repatriation basis	[●]
Non-Residents including Eligible NRIs , their sub-accounts (other than sub-accounts which are foreign corporates or foreign individuals under the QIB Portion), FPIs and, FVCIs and registered multilateral and bilateral development financial institutions applying on a repatriation basis	[●]
Anchor Investors	[●]

* Excluding electronic Bid cum Application Forms

**Bid Cum Application Forms for Anchor Investors will be made available at the office of the Book Running Lead Manager

Electronic Bid cum Application forms and the abridged prospectus will also be available for download on the respective websites of the NSE (www.nseindia.com) and BSE (www.bseindia.com)

In case of ASBA forms, the relevant Designated Intermediaries shall upload the relevant Bid details in the electronic bidding system of the Stock Exchanges, For ASBA Forms (other than in the case of UPI Bidders using the UPI Mechanism), the Designated Intermediaries (other than SCSBs) shall submit/deliver the ASBA Form to the respective SCSB, where the Bidder has an ASBA bank account and shall not submit it to any non-SCSB bank or any Escrow 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 the Sponsor Banks on a continuous basis through API integration to enable the Sponsor Banks to initiate UPI Mandate Request to UPI Bidders for blocking of funds. The Sponsor Banks shall initiate request for blocking of funds through NPCI to UPI Bidders, 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 (Bidding through UPI Mechanism) in case of failed transactions shall be with the relevant intermediary 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. The Sponsor Banks and the Bankers to the Offer shall provide the audit trail to the Book Running Lead Manager for analysing the same and determining the liability. For all pending UPI Mandate Requests, the Sponsor Banks 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. For ensuring timely information to investors, SCSBs shall send SMS alerts for mandate block and unblock including details specified in SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021.

The Sponsor Banks will undertake a reconciliation of Bid responses received from Stock Exchanges and sent to NPCI and will also ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description, if any. Further, the Sponsor Banks will undertake reconciliation of all Bid requests and responses throughout their lifecycle on daily basis and share reports with the Book Running Lead Manager in the format and within the timelines as specified under the UPI Circulars. Sponsor Banks and issuer banks shall download UPI settlement files and raw data files from the NPCI portal after every settlement cycle and do a three-way reconciliation with Banks UPI switch data, CBS data and UPI raw data. NPCI is to coordinate with issuer banks and Sponsor Banks on a continuous basis.

The Sponsor Bank(s) shall host a web portal for intermediaries (closed user group) from the date of Bid/ Offer Opening Date until the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of apps and UPI handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the Offer Bidding process

Electronic registration of Bids

- (a) The Designated Intermediary may register the Bids using the on-line facilities of the Stock Exchanges. The Designated Intermediaries can also set up facilities for off-line electronic registration of Bids, subject to the condition that they may subsequently upload the off-line data file into the on-line facilities for Book Building on a regular basis before the closure of the Offer, subject to applicable laws.
- (b) On the Bid/Offer Closing Date, the Designated Intermediaries may upload the Bids until such time as may be permitted by the Stock Exchanges and as disclosed in the Red Herring Prospectus.
- (c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/Allotment. The Designated Intermediaries are given until 5:00 pm on the Bid/Offer Closing Date to modify select fields uploaded in the Stock Exchange Platform during the Bid/Offer Period after which the Stock Exchange(s) send the bid information to the Registrar to the Offer for further processing.

Participation by Promoters, Promoter Group, the Book Running Lead Manager, the Syndicate Members and persons related to Promoters/Promoter Group/the Book Running Lead Manager

The Book Running Lead Manager and the Syndicate Members shall not be allowed to purchase the Equity Shares in this Offer in any manner, except towards fulfilling their underwriting obligations. However, the associates and affiliates of the Book Running Lead Manager and the Syndicate Members may bid for Equity Shares in the Offer, either in the QIB Portion or in the Non-Institutional Portion as may be applicable to such Bidders, and such subscription may be on their own account or on behalf of their clients. All categories of investors, including

associates or affiliates of the Book Running Lead Manager and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Except as stated below, neither the Book Running Lead Manager nor any associates of the Book Running Lead Manager can apply in the Offer under the Anchor Investor Portion:

- mutual funds sponsored by entities which are associate of the Book Running Lead Manager
- insurance companies promoted by entities which are associate of the Book Running Lead Manager
- AIFs sponsored by the entities which are associate of the Book Running Lead Manager; or
- FPIs (other than individuals, corporate bodies and family offices) sponsored by the entities which are associate of the Book Running Lead Manager.

Further, the Promoters and members of the Promoter Group shall not participate by applying for Equity Shares in the Offer. Further, persons related to the Promoters and Promoter Group shall not apply in the Offer under the Anchor Investor Portion. A qualified institutional buyer who has any of the following rights in relation to the Company shall be deemed to be a person related to the Promoters or Promoter Group of our Company:

- (i) Rights under a shareholders' agreement or voting agreement entered into with the Promoters or Promoter Group of our Company.
- (ii) Veto rights; or
- (iii) Right to appoint any nominee director on our Board

Further, an Anchor Investor shall be deemed to be an "associate of the Book Running Lead Manager" if:

- (i) Either of them controls, directly or indirectly through its subsidiary or holding company, not less than 15% of the voting rights in the other; or;
- (ii) Either of them, directly or indirectly, by itself or in combination with other persons exercises control over the other; or
- (iii) There is a common director, excluding nominee director, amongst the Anchor Investors and the Book Running Lead Manager.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged along with the Bid cum Application Form. Failing this, our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, reserve the right to reject any Bid without assigning any reason thereof, subject to applicable law.

Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which such Bid has been made.

No Mutual Fund scheme shall invest more than 10% of its NAV in equity shares or equity-related instruments of any single company, provided that the limit of 10% shall not be applicable for investments in case of index fund or sector or industry specific scheme. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

Bids by Eligible NRIs

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents ([●] in colour). Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents ([●] in colour). Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment.

Eligible NRIs may obtain copies of Bid cum Application Form from the Designated Intermediaries. Eligible NRI Bidders Bidding on a repatriation basis by using the Non-Resident Forms should authorize their SCSB (if they are Bidding directly through the SCSB) or confirm or accept the UPI Mandate Request (in case of UPI Bidders

Bidding through UPI Mechanism) to block their Non- Residential External ("NRS") ACCOUNTSM OR Foreign Currency Non-Resident ("FCNR") accounts, and eligible NRI Bidders Bidding on a non-repatriation basis by using Resident Forms should be authorize their respective SCSBs (if they are Bidding directly through SCSB) or confirm or accept the UPI Mandate Request (in case f=of UPI Bidders Bidding through the UPI Mechanism) to block their Non-Resident Ordinary ("NRO") accounts for the full Bid Amount, at the time of submission of the Bid cum Application Form.

Participation of Eligible NRIs in the Offer shall be subject to compliance with the DFEMA, NDI Rules. In accordance with the FEMA, NDI Rules, the total holdings by any individual NRI, on a repatriation basis, shall not exceed 5% of the total paid-up equity share capital on a fully diluted basis or shall not exceed 5% of the paid-up value of each series of debentures or preference shares or share warrants issued by an India Companu and the total holdings of all NRIs and OCIs put together shall not exceed 10% of the total paid-up equity capital on a fully diluted basis or shall not exceed 10% of the total paid-up value of each such series of debentures or preference shares or share warrants. Provided that the aggregate ceiling of 10% may be raised to 14% if a special resolution to the effect is passed by the general body of Indian company.

NRSs will be permitted to apply in the Offer through Channel I or Channel II (as specified in the UPI Circulars). Further, subject to applicable law, NRIs may use Channel IV (as specified in the UPI Circulars) to apply in the Offer, provided the UPI facility is enabled for their NRE/NRO accounts.

For further details of restrictions on investment by NRIs, see "*Restrictions on Foreign Ownership of Indian Securities*" on page 339.

Participants of Eligible NRIs in the Offer shall be subject to FEMA NDI Rules.

Bids by Hindu Undivided Families

Bids by 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 Foreign Portfolio Investors

An FPI may purchase or sell equity shares of an Indian company which is listed or to be listed on a recognised stock exchange in India, and/or may purchase or sell securities other than equity instruments.

FPIs are permitted to participate in the Offer subject to compliance with conditions and restrictions which may be specified by the Government from time to time.

In terms of the SEBI FPI Regulations, investments by FPIs in the Equity Shares by a single FPI or an investor group (which means multiple entities registered as FPIs and directly or indirectly having common ownership of more than 50% or common control) must be below 10% of our total paid-up equity share capital on a fully diluted basis. Further , in terms of the FEMA NDI Rules, the total holding by each FPI (or a group) shall be less than 10% of the total paid-up equity share capital of our Company on a fully diluted basis and the aggregate limit for FPI investments shall be sectoral caps applicable to our Company, which is 100% of the total padi-up equity share capital of our Company on fully diluted basis.

In terms of the FEMA Non-debt Instruments Rules, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included.

In case the total holding of an FPI increases beyond 10% of the total paid-up equity share capital, on a fully diluted basis or 10% or more of the paid-up value of any series of debentures or preference shares or share warrants issued that may be issued by our Company, the total investment made by the FPI will be re-classified as FDI subject to the conditions as specified by SEBI and the RBI in this regard and our Company and the investor will be required to comply with applicable reporting requirements.

In case of Bids made by FPIs, a certified copy of the certificate of registration issued under the SEBI FPI Regulations is required to be attached to the Bid cum Application Form, failing which our Company and the Selling Shareholder reserves the right to reject any Bid without assigning any reason. FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for Non-Residents ([●] in colour).

As specified in the General Information Document, it is hereby clarified that bids received from FPIs bearing the same PAN shall 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 issued to facilitate implementation of SEBI FPI Regulations ("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, are 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 name of their respective investment managers in such confirmation. In the absence of such confirmation from the relevant FPIs, such multiple Bids are liable to be rejected. Further, in the following cases, the bids by FPIs will not be considered as multiple Bids: involving (i) the MIM Structure and indicating the name of their respective investment managers in such confirmation; (ii) offshore derivative instruments ("ODI") which have obtained separate FPI registration for ODI and proprietary derivative investments; (iii) sub funds or separate class of investors with segregated portfolio who obtain separate FPI registration; (iv) FPI registrations granted at investment strategy level/sub fund level where a collective investment scheme or fund has multiple investment strategies/sub-funds with identifiable differences and managed by a single investment manager; (v) multiple branches in different jurisdictions of foreign bank registered as FPIs; (vi) Government and Government related investors registered as Category 1 FPIs; and (vii) Entities registered as Collective Investment Scheme having multiple share classes.

To ensure compliance with the above requirement, SEBI, pursuant to its circular dated July 13, 2018, has directed that at the time of finalisation of the Basis of Allotment, the Registrar shall (i) use the PAN issued by the Income Tax Department of India for checking compliance for a single FPI; and (ii) obtain validation from Depositories for the FPIs who have invested in the Offer to ensure there is no breach of the investment limit, within the timelines for issue procedure, as prescribed by SEBI from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 21 of the SEBI FPI Regulations, an FPI, may issue, subscribe to or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by a FPI against securities held by it in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only by persons registered as Category I FPIs; (ii) such offshore derivative instruments are issued only to persons eligible for registration as Category I FPIs; (iii) such offshore derivative instruments are issued after compliance with 'know your client' norms; and (iv) such other conditions as may be specified by SEBI from time to time.

An FPI issuing offshore derivative instruments is also required to ensure that any transfer of offshore derivative instruments issued by or on its behalf, is carried out subject to inter alia the following conditions:

- (a) such offshore derivative instruments are transferred only to persons in accordance with Regulation 21(1) of the SEBI FPI Regulations; and
- (b) prior consent of the FPI is obtained for such transfer, except when the persons to whom the offshore derivative instruments are to be transferred to are pre-approved by the FPI.

Participation of FPIs in the Offer shall be subject to the FEMA NDI Rules.

Please note that in terms of the General Information Document, the maximum Bid by any Bidder including QIB Bidder should not exceed the investment limits prescribed for them under applicable laws. Further, MIM Bids by an FPI Bidder utilising the MIM Structure shall be aggregated for determining the permissible maximum Bid. Further, please note that as disclosed in the Draft Red Herring Prospectus read with the General Information Document, Bid Cum Application Forms are liable to be rejected in the event that the Bid in the Bid cum Application Form *"exceeds the Offer size and/or investment limit or maximum number of the Equity Shares that can be held under applicable laws or regulations or maximum amount permissible under applicable laws or regulations, or under the terms of the Red Herring Prospectus."*

For example, an FPI must ensure that any Bid by a single FPI and/ or an investor group (which means the same multiple entities having common ownership directly or indirectly of more than 50% or common control) (collective, the "FPI Group") shall be below 10% of the total paid-up equity share capital of our Company on a fully diluted basis. Any Bids by FPIs and/ or the FPI

Group (including but not limited to (a) FPIs Bidding through the MIM Structure; or (b) FPIs with separate registrations for offshore derivative instruments and proprietary derivative instruments) for 10% or more of our total paid-up post Offer equity share capital shall be liable to be rejected

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney or 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 India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹ 2,500 lakh and pension funds with a minimum corpus of ₹ 2,500 lakh (in each case, subject to applicable law and in accordance with their respective constitutional documents), a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws, as applicable must be lodged along with the Bid cum Application Form. Failing this, our Company and the Selling Shareholder reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reasons thereof.

Our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager in their absolute discretion, reserve the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form.

Bids by SEBI registered Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors

The SEBI FVCI Regulations as amended, inter alia, prescribe the investment restrictions on VCFs, and FVCIs registered with SEBI. Further, the SEBI AIF Regulations prescribe, amongst others, the investment restrictions on AIFs. Accordingly, the holding in any company by any individual VCF or FVCI registered with SEBI should not exceed 25% of the corpus of the VCF or FVCI. Further, VCFs and FVCIs can invest only up to 33.33% of the investible funds in various prescribed instruments, including in public offerings.

Category I AIFs and Category II AIFs cannot invest more than 25% of the investible funds in an investee Company directly or through investment in the units of other AIF. A Category III AIF cannot invest more than 10% of the investible funds in an investee company directly or through investment in the units of other AIF. 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. Pursuant to the repeal of the SEBI VCF Regulations, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations. Our Company and the Selling Shareholder, severally and not jointly, and the Book Running Lead Manager will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

Participation of AIFs, VCFs and FVCIs shall be subject to the FEMA NDI Rules.

All non-resident investors should note that refunds (in case of Anchor Investors), dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and commission.

Bids by limited liability partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, our Company and the Selling Shareholder, in consultation

with the Book Running Lead Manager, reserves the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form, failing which our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager, reserve the right to reject any Bid without assigning any reason thereof.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949 (the "**Banking Regulation Act**"), and Master Direction – Reserve Bank of India (Financial Services provided by Banks) Directions, 2016 is 10% of the paid-up share capital of the investee company not being its subsidiary engaged in non-financial services, or 10% of the banking company's own paid-up share capital and reserves, which is less. 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.

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, subject to prior approval of the RBI, if (i) the investee company is engaged in non-financial activities permitted for banking companies in terms of Section 6(1) of the Banking Regulation Act; (ii) the additional acquisition is through restructuring of debt, or to protect the banking company's interest on loans/investments made to a company; (iii) hold along with its subsidiaries, associates or joint ventures or entities directly or indirectly controlled by the bank; and mutual funds managed by asset management companies controlled by the bank, more than 20% of the investee company's paid up share capital engaged in non-financial services. However, this cap doesn't apply to the cases mentioned in (i) and (ii) above.

Further, the aggregate investment by a banking company in all its subsidiaries and other entities engaged in financial services and non-financial services, including overseas investments, cannot exceed 20% of the banking company's paid up share capital and reserves.

The banking company is required to submit a time-bound action plan for disposal of such shares within a specified period to RBI. A banking company would require a prior approval of RBI to make investment in a (i) subsidiary or a financial services company that is not a subsidiary (with certain exceptions prescribed); and (ii) non-financial services company in excess of 10% of such investee company's paid-up share capital as stated in para 5(a)(v)(c)(i) of the Master Direction - Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended.

Bids by Self Certified Syndicate Banks

SCSBs participating in the Offer are required to comply with the terms of the circulars bearing numbers CIR/CFD/DIL/12/2012 and CIR/CFD/DIL/1/2013 dated September 13, 2012 and January 2, 2013, respectively, issued by SEBI. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for such 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 and the Selling Shareholder, in consultation with the Book Running Lead Manager reserve the right to reject any Bid without assigning any reason thereof, subject to applicable law.

The exposure norms for insurers are prescribed under the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016, as amended ("**IRDAI Investment Regulations**"), based on investments in the equity shares of a company, the entire group of the investee company and the industry sector in which the investee company operates. Insurance companies participating in the Offer are advised to refer to the IRDAI

Investment Regulations for specific investment limits applicable to them and shall comply with all applicable regulations, guidelines and circulars issued by IRDAI from time to time.

Bids by Provident Funds/Pension Funds

In case of Bids made by provident funds/pension funds with minimum corpus of ₹ 2,500 lakh, subject to applicable law, a certified copy of a certificate from a chartered accountant certifying the corpus of the provident fund/pension fund must be attached to the Bid cum Application Form. Failing this, our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager reserve the right to reject any Bid, without assigning any reason thereof.

Bids by Systemically Important Non Banking Financial Companies

In case of Bids made by Systemically Important Non-Banking Financial Companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, (ii) certified copy of its last audited financial statements on a standalone basis, (iii) a net worth certificate from its statutory auditor, and (iv) such other approval as may be required by the Systemically Important Non-Banking Financial Companies, are required to be attached to the Bid cum Application Form. Failing this, our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager, reserves the right to reject any Bid without assigning any reason thereof, subject to applicable law. Systemically Important NBFCs participating in the Offer shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

The investment limit for Systemically Important NBFCs shall be as prescribed by RBI from time to time.

Bids by Anchor Investors

In accordance with the SEBI ICDR Regulations, in addition to details and conditions mentioned in this section, the key terms for participation by Anchor Investors are provided below.

- 1) Anchor Investor Application Forms will be made available for the Anchor Investor Portion at the offices of the Book Running Lead Manager.
- 2) The Bid must be for a minimum of such number of Equity Shares so that the Bid Amount exceeds ₹ 1,000 lakh. 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 lakh.
- 3) One-third of the Anchor Investor Portion will be reserved for allocation to domestic Mutual Funds.
- 4) Bidding for Anchor Investors will open one Working Day before the Bid/ Offer Opening Date, and will be completed on the same day.
- 5) Our Company and the Selling Shareholder, in consultation with the Book Running Lead Manager 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 lakh; (b) minimum of two and maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 1,000 lakh but up to ₹ 25,000 lakh, subject to a minimum Allotment of ₹ 500 lakh per Anchor Investor; and (c) in case of allocation above ₹ 25,000 lakh under the Anchor Investor Portion, a minimum of five such investors and a maximum of 15 Anchor Investors for allocation up to ₹ 25,000 lakh, and an additional 10 Anchor Investors for every additional ₹ 25,000 lakh, subject to minimum Allotment of ₹ 500 lakh per Anchor Investor.
- 6) 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 Book Running Lead Manager before the Bid/ Offer Opening Date, through intimation to the Stock Exchanges.

- 7) Anchor Investors cannot withdraw or lower the size of their Bids at any stage after submission of the Bid.
- 8) If the Offer Price is greater than the Anchor Investor Allocation Price, the additional amount being the difference between the Offer Price and the Anchor Investor Allocation Price will be payable by the Anchor Investors on the Anchor Investor Pay-in Date specified in the CAN. If the Offer Price is lower than the Anchor Investor Allocation Price, Allotment to successful Anchor Investors will be at the higher price, i.e., the Anchor Investor Offer Price.
- 9) Equity Shares Allotted in the Anchor Investor Portion will be locked in for a period of 30 days from the date of Allotment
- 10) Neither the (a) Book Running Lead Manager or any associate of the Book Running Lead Manager (other than mutual funds sponsored by entities which are associate of the Book Running Lead Manager or insurance companies promoted by entities which are associate of the Book Running Lead Manager or Alternate Investment Funds (AIFs) sponsored by the entities which are associates of the Book Running Lead Manager or FPIs, other than individuals, corporate bodies and family offices, sponsored by the entities which are associate of the Book Running Lead Manager) nor (b) the Promoters, Promoter Group or any person related to the Promoters or members of the Promoter Group shall apply under the Anchor Investors category.
- 11) Bids made by QIBs under both the Anchor Investor Portion and the QIB Portion will not be considered multiple Bids.

For more information, please read the General Information Document.

The information set out above is given for the benefit of the Bidders. Our Company and the Selling Shareholder, severally and not jointly and the Book Running Lead Manager are not liable for any amendments or modification or changes to 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 law or regulations, or as will be specified in the Red Herring Prospectus.

Information for Bidders

The relevant Designated Intermediary will enter a maximum of three Bids at different price levels opted in the Bid cum Application Form and such options are not considered as multiple Bids. It is the Bidder's responsibility to obtain the acknowledgment slip from the relevant Designated Intermediary. The registration of the Bid by the Designated Intermediary does not guarantee that the Equity Shares shall be allocated/Allotted. Such Acknowledgement Slip will be non-negotiable and by itself will not create any obligation of any kind. When a Bidder revises his or her Bid, he /she shall surrender the earlier Acknowledgement Slip and may request for a revised acknowledgment slip from the relevant Designated Intermediary as proof of his or her having revised the previous Bid.

In relation to electronic registration of Bids, the permission given by the Stock Exchanges to use their network and software of the electronic bidding system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company and the Selling Shareholder and/or the Book Running Lead Manager are cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of compliance with the statutory and other requirements, nor does it take any responsibility for the financial or other soundness of our Company, the management or any scheme or project of our Company; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of the 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.

General Instructions

QIB Bidders and Non-Institutional Bidders are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Anchor Investors are not allowed

to withdraw their Bids after the Anchor Investor Bidding Date. RIBs can revise their Bid(s) during the Bid/ Offer Period and withdraw or lower the size of their Bid(s) until Bid/ Offer Closing Date.

Do's:

1. Ensure that your PAN is linked with Aadhaar and you are in compliance with Central Board of Direct Taxes notification dated February 13, 2020 and press release dated June 25, 2021;
2. 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;
3. Ensure that you have Bid within the Price Band;
4. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;
5. Ensure that you (other than in case of Anchor Investors) have mentioned the correct ASBA Account (i.e. bank account number) in the Bid cum Application Form if you are not an UPI bidding using the UPI Mechanism in the Bid cum Application Form and if you are an UPI Bidder using the UPI Mechanism ensure that you have mentioned the correct UPI ID (with maximum length of 45 characters including the handle), in the Bid cum Application Form
6. UPI Bidders using UPI Mechanism through the SCSBs and mobile applications shall ensure that the name of the bank appears in the list of SCSBs which are live on UPI, as displayed on the SEBI website. UPI Bidders shall ensure that the name of the app and the UPI handle which is used for making the application appears in Annexure 'A' to the SEBI circular no. SEBI/HO/CFD/DIL2/COR/P/2019/85 dated July 26, 2019;
7. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the relevant Bidding Centre (except in case of electronic Bids) within the prescribed time. Bidders (other than Anchor Investors) shall submit the Bid cum Application Form in the manner set out in the GID;
8. Ensure that you mandatorily have funds equal to or higher than the Bid Amount in the ASBA Account maintained with the SCSB before submitting the ASBA Form to the relevant Designated Intermediaries;
9. If the first Bidder 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 ASBA Bidders other than UPI Bidders Bidding using the UPI Mechanism);
10. Ensure that the signature of the First Bidder in case of joint Bids, is included in the Bid cum Application Forms;
11. Ensure that you request for and receive a stamped acknowledgement counterfoil or acknowledgment specifying the application number as a proof of having accepted Bid cum Application Form for all your Bid options from the concerned Designated Intermediary;
12. The ASBA bidders shall ensure that bids above ₹ 500,000, are uploaded only by the SCSBs;
13. Ensure that the name(s) given in the Bid cum Application Form is/are exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case of joint Bids, the Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names. Ensure that the signature of the First Bidder is included in the Bid cum Application Forms;
14. UPI Bidders Bidding in the Offer to ensure that they shall use only their own ASBA Account or only their own bank account linked UPI ID) to make an application in the Offer and not ASBA Account or

- bank account linked UPI ID of any third party;
15. Bidders not using the UPI Mechanism, should submit their Bid cum Application Form directly with SCSBs and/or the designated branches of SCSBs or the relevant Designated Intermediary, as applicable;
 16. UPI Bidders in the Offer to ensure that they shall use only their own ASBA Account or only their own bank account linked UPI ID which is UPI 2.0 certified by NPCI to make an application in the Offer and not ASBA Account or bank account linked UPI ID of any third party;
 17. Ensure that you submit the revised Bids to the same Designated Intermediary, through whom the original Bid was placed and obtain a revised acknowledgment;
 18. 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 Sponsor Banks, as applicable, via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form, as the case may be, at the time of submission of the Bid. In case of UPI Bidders submitting their Bids and participating in the Offer through the UPI Mechanism, ensure that you authorise the UPI Mandate Request, including in case of any revision of Bids, raised by the Sponsor Banks for blocking of funds equivalent to Bid Amount and subsequent debit of funds in case of Allotment;
 19. 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 no. MRD/Dop/Cir-20/2008 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, and (iii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular no. MRD/DoP/SE/Cir- 8 /2006 dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same. All other applications in which PAN is not mentioned will be rejected;
 20. Ensure that the Demographic Details are updated, true and correct in all respects;
 21. 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;
 22. Ensure that the category and the investor status is indicated in the Bid cum Application Form to ensure proper upload of your Bid in the electronic Bidding system of the Stock Exchanges;
 23. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust, etc., relevant documents are submitted;
 24. Ensure that Bids submitted by any person resident outside India is in compliance with applicable foreign and Indian laws;
 25. UPI Bidders who wish to Bid using the UPI Mechanism, should submit Bid with the Designated Intermediaries, pursuant to which the UPI Bidder should ensure acceptance of the UPI Mandate Request received from the Sponsor Bank(s) to authorise blocking of funds equivalent to the revised Bid Amount in the UPI Bidder's ASBA Account;
 26. Since the Allotment will be in demat form only, ensure that the Bidder's depository account is active, the correct DP ID, Client ID, the PAN, UPI ID, if applicable, are mentioned in their Bid cum Application Form and that the name of the Bidder, the DP ID, Client ID, the PAN and UPI ID, if applicable, entered

- into the online IPO system of the Stock Exchanges by the relevant Designated Intermediary, as applicable, matches with the name, DP ID, Client ID, PAN and UPI ID, if applicable, available in the Depository database;
27. RIBs who wish to revise their Bids using the UPI Mechanism, should submit the revised Bid with the Designated Intermediaries, pursuant to which RIBs should ensure acceptance of the UPI Mandate Request received from the Sponsor Banks to authorise blocking of funds equivalent to the revised Bid Amount in the RIB's ASBA Account;
 28. Ensure that you have accepted the UPI Mandate Request received from the Sponsor Banks prior to 12:00 p.m. of the Working Day immediately after the Bid/ Offer Closing Date;
 29. Anchor Investors should submit the Anchor Investor Application Forms to the Book Running Lead Manager;
 30. FPIs making MIM Bids using the same PAN, and different beneficiary account numbers, Client IDs and DP IDs, are required to submit a confirmation that their Bids are under the MIM structure and indicate the name of their investment managers in such confirmation which shall be submitted along with each of their Bid cum Application Forms. In the absence of such confirmation from the relevant FPIs, such MIM Bids shall be rejected;
 31. UPI Bidders shall ensure that details of the Bid are reviewed and verified by opening the attachment in the UPI Mandate Request and then proceed to authorise the UPI Mandate Request using his/her UPI PIN. Upon the authorisation of the mandate using his/her UPI PIN, an UPI Bidder may be deemed to have verified the attachment containing the application details of the UPI Bidder in the UPI Mandate Request and have agreed to block the entire Bid Amount and authorised the Sponsor Banks to block the Bid Amount mentioned in the Bid Cum Application Form; and
 32. Ensure that while Bidding through a Designated Intermediary, the Bid cum Application Form (other than for Anchor Investors and UPI Bidders Bidding using the UPI Mechanism) is submitted to a Designated Intermediary in a Bidding Centre and that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at least one branch at that location for the Designated Intermediary to deposit ASBA Forms (a list of such branches is available on the website of SEBI at www.sebi.gov.in).

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with. Application made using incorrect UPI handle or using a bank account of an SCSB or SCSBs which is not mentioned in the Annexure 'A' to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 is liable to be rejected.

Don'ts:

1. Do not Bid for lower than the minimum Bid size;
2. Do not pay the Bid Amount in cheques, demand drafts or by cash, money order, postal order or by stock invest;
3. Do not send Bid cum Application Forms by post; instead submit the same to the Designated Intermediary only;
4. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Bidders);
5. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process;
6. Do not submit the Bid for an amount more than funds available in your ASBA account;
7. 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 a Bidder

8. In case of ASBA Bidders, do not submit more than one ASBA Form ASBA Account;
9. If you are an UPI Bidder are using UPI mechanism, do not submit more than one Bid cum Application Form for each UPI ID;
10. Anchor Investors should not Bid through the ASBA process;
11. Do not submit the ASBA Forms to any Designated Intermediary that is not authorised to collect the relevant ASBA Forms or to our Company;
12. Do not Bid on a Bid cum Application Form that does not have the stamp of the relevant Designated Intermediary;
13. Do not submit the General Index Register (GIR) number instead of the PAN;
14. Do not submit incorrect details of the DP ID, Client ID, PAN and UPI ID, if applicable, or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;
15. 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;
16. 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);
17. Do not submit a Bid/revise a Bid Amount, with a price less than the Floor Price or higher than the Cap Price;
18. Do not submit a Bid using UPI ID, if you are not a UPI Bidder;
19. Do not Bid on another Bid cum Application Form or the Anchor Investor Application Form, as the case may be, after you have submitted a Bid to any of the Designated Intermediaries;
20. Do not Bid for Equity Shares more than what is specified for each category;
21. If you are a QIB, do not submit your Bid after 3 p.m. on the QIB Bid/ Offer Closing Date;
22. Do not fill up the Bid cum Application Form such that the number of Equity Shares Bid for, exceeds the Offer size and/or investment limit or maximum number of the Equity Shares that can be held under applicable laws or regulations or maximum amount permissible under applicable laws or regulations, or under the terms of the Red Herring Prospectus;
23. 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. RIBs can revise or withdraw their Bids on or before the Bid/ Offer Closing Date;
24. Do not submit Bids to a Designated Intermediary at a location other than the Bidding Centres. If you are UPI Bidder and are using UPI Mechanism, do not submit the ASBA Form directly with SCSBs;
25. If you are an UPI Bidder which is submitting the ASBA Form with any of the Designated Intermediaries and using your UPI ID for the purpose of blocking of funds, do not use any third party bank account or third party linked bank account UPI ID;
26. Do not Bid if you are an OCB;
27. UPI Bidders Bidding through the UPI Mechanism using the incorrect UPI handle or using a bank account of an SCSB and/ or mobile applications which is not mentioned in the list provided on the SEBI website

- is liable to be rejected;
28. Do not submit the Bid cum Application Forms to any non-SCSB bank; and
 29. Do not submit a Bid cum Application Form with third party ASBA Bank Account or UPI ID (in case of Bids submitted by UPI Bidder using the UPI Mechanism).
 30. Do not Bid for a Bid Amount exceeding ₹200,000 (for Bids by Retail Individual Bidders); and
 31. Do not link the UPI ID with a bank account maintained with a bank that is not UPI 2.0 certified by the NPCI in case of Bids submitted by UPI Bidders using the UPI Mechanism.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Further, in case of any pre-Offer or post Offer related issues regarding share certificates/demat credit/refund orders/unblocking etc., investors shall reach out to our Company Secretary and Compliance Officer. For further details of Company Secretary and Compliance Officer, please see "**General Information**" and "**Our Management**" Company Secretary and Compliance Officer" on page 81 and 188.

For helpline details of the Book Running Lead Manager pursuant to the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, please see "**General Information–Book Running Lead Manager**" on page 82.

In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding four Working Days from the Bid/ Offer Closing Date, the Bidder shall be compensated in accordance with applicable law. The Book Running Lead Manager shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking. Further, Bidders shall be entitled to compensation in the manners specified in the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 in case of delays in resolving investor grievances in relation to blocking/unblocking of funds.

For details of grounds for technical rejections of a Bid cum Application Form, please see the General Information Document.

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 Book Running Lead Manager and the Registrar, shall ensure that the basis of allotment is finalised in a fair and proper manner in accordance with the procedure specified in SEBI ICDR Regulations.

Method of allotment as may be prescribed by SEBI from time to time

Our Company will not make any Allotment in excess of the Equity Shares through the Offer through the Red Herring Prospectus and the Prospectus except in case of oversubscription for the purpose of rounding off to make Allotment, in consultation with the Designated Stock Exchange. Further, upon oversubscription, an allotment of not more than 1% of the Offer 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, Non-Institutional 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 application size as determined and disclosed.

The allocation to each NIB shall not be less than ₹ 200,000, subject to availability of Equity Shares in the Non-Institutional Portion and the remaining available Equity Shares, if any, shall be allocated on a proportionate basis in accordance with the conditions specified in this regard in Schedule XIII of the SEBI ICDR Regulations.

The allotment of Equity Shares to each RIB shall not be less than the minimum bid lot, subject to the availability of shares in RIB category, and the remaining available shares, if any, shall be allotted on a proportionate basis.

Payment into Escrow Account for Anchor Investors

Our Company and the Selling Shareholder in consultation with the Book Running Lead Manager, 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. For Anchor Investors the payment instruments for payment into the Anchor Investor 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 and the Selling Shareholder, the Syndicate, the Escrow Banks and the Registrar to the Offer to facilitate collections of Bid amounts from Anchor Investors.

Pre-Offer Advertisement

Subject to Section 30 of the Companies Act, our Company shall, after filing the Red Herring Prospectus with the RoC, publish a pre-Offer advertisement, in the form prescribed under the SEBI ICDR Regulations, in [●] editions of English national daily newspaper all editions of [●] (a widely circulated Hindi national daily newspaper) and Mumbai edition of [●] (a widely circulated Marathi Regional Daily newspaper) (Marathi being the regional language of Mumbai where our Registered Office is located).

In the pre-Offer advertisement, we shall state the Bid/ Offer Opening Date and the Bid/ Offer Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, shall be in the format prescribed in Part A of Schedule X of the SEBI ICDR Regulations.

Allotment Advertisement

Our Company, the Book Running Lead Manager and the Registrar shall publish an Allotment advertisement before commencement of trading, disclosing the date of commencement of trading of the Equity Shares, in all editions of [●], an English national daily newspaper, all editions of [●], a Hindi national daily newspaper and Mumbai edition of [●] a widely circulated Marathi daily (Marathi being the regional language of Maharashtra. where our Registered Office is located), each with wide circulation.

Depository Arrangements

The Allotment of the Equity Shares in the Offer shall be only in a dematerialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode). In this context, tripartite agreements had been signed amongst our Company, the respective Depositories and the Registrar to the Offer:

- Tripartite Agreement dated October 30, 2023, amongst NSDL, our Company and the Registrar to the Offer.
- Tripartite Agreement dated September 27, 2023, amongst CDSL, our Company and Registrar to the Offer.

The information set out above is given for the benefit of the Bidders/applicants. Our Company and the Selling Shareholder, severally and not jointly and the Book Running Lead Manager 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/applicants are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the prescribed limits under applicable laws or regulations.

Signing of Underwriting Agreement and Filing with the Roc

- (a) Our Company and the Selling Shareholder and the Underwriters intend to enter into an Underwriting Agreement after the finalisation of the Offer Price, but prior to filing of the Prospectus.

- (b) After signing the Underwriting Agreement, an updated Red Herring Prospectus will be filed with the RoC in accordance with applicable law, which would then be termed as the Prospectus. The Prospectus will contain details of the Offer Price, the Anchor Investor Offer Price, the Offer size, and underwriting arrangements and will be complete in all material respects.

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, for fraud involving an amount of at least ₹ 10 lakh or 1% of the turnover of the company, whichever is lower, includes imprisonment for a term which shall not be less than six months period extending up to 10 years and fine of an amount not less than the amount involved in the fraud, extending up to three times such amount (provided that where the fraud involves public interest, such term shall not be less than three years.) Further, where the fraud involves an amount less than ₹ 10 lakh or one per cent of the turnover of the company, whichever is lower, and does not involve public interest, any person guilty of such fraud shall be punishable with imprisonment for a term which may extend to five years or with fine which may extend to ₹ 50 lakh or with both.

Undertakings by our Company

Our Company undertakes the following:

- our Company shall ensure compliance with all disclosure and accounting norms as may be specified by SEBI from time to time
- adequate arrangements shall be made to collect all Bid cum Application Forms submitted by Bidders (including Anchor Investor Application Form from Anchor Investors);
- the complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;
- 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 shall be taken within six Working Days of the Bid/ Offer Closing Date or within such other time period prescribed by SEBI;
- the funds required for making refunds (to the extent applicable) as per the mode(s) disclosed shall be made available to the Registrar to the Offer by our Company;
- if Allotment is not made within six working days from the Bid/ Offer Closing Date or such other prescribed timelines under applicable laws, the entire subscription amount received will be refunded/unblocked within the time prescribed under applicable laws. If there is a delay beyond such prescribed time, our Company shall pay interest prescribed under the Companies Act, the SEBI ICDR Regulations and other applicable laws for the delayed period;
- where refunds (to the extent applicable) are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within time prescribed under applicable laws, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;
- that if our Company does not proceed with the Offer after the Bid/ Offer Closing Date but prior to Allotment, the reason thereof shall be given as a public notice within two days of the Bid/ Offer Closing Date. The public notice shall be issued in the same newspapers where the pre-Offer advertisements were published. The Stock Exchanges shall be informed promptly;
- where release of block on the application amount for unsuccessful bidders or part of the application amount in case of proportionate allotment, a suitable communication shall be sent to the applicants

- except for Equity Shares that may be allotted pursuant the Pre- IPO Placement and pursuant to exercise of options granted under the ESOP Schemes and the Equity Shares allotted pursuant to the Fresh Issue, no further issue of the Equity Shares shall be made till the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are unblocked in ASBA Account/refunded on account of non-listing, under-subscription, etc
- that if the Offer is withdrawn after the Bid/ Offer Closing Date, our Company shall be required to file a fresh offer document with SEBI, in the event a decision is taken to proceed with the Offer subsequently; and
- that our Company shall not have recourse to the Net Proceeds until the final approval for listing and trading of the Equity Shares from all the Stock Exchanges where listing is sought has been received.

Undertakings by Selling Shareholder

The Selling Shareholder specifically undertakes and confirms, as applicable, severally and not jointly, in relation to itself and its Offered Shares that:

- it is the legal and beneficial holder of and has clear legal, valid and marketable title to its respective portion of the Offered Shares, and that such Offered Shares shall be transferred in the Offer, free and clear of any encumbrance;
- its respective portion of the Offered Shares shall be transferred to an escrow demat account in dematerialized form prior to the filing of the Red Herring Prospectus with the RoC in accordance with the Share Escrow Agreement to be executed between the Company, the Selling Shareholder and the share escrow agent for the Offer
- it shall not have recourse to the proceeds from the Offer for Sale until final listing and trading approvals are received from the Stock Exchanges, until which time all monies received shall be kept in a separate bank account in a scheduled bank, within the meaning of Section 40(3) of the Companies Act, 2013.

Only the statements and undertakings in relation to the Selling Shareholder and its respective portion of the Offered Shares which are specifically "confirmed" or "undertaken" by such Selling Shareholder in this Draft Red Herring Prospectus, shall be deemed to be "statements and undertakings specifically confirmed or undertaken" by such respective Selling Shareholder. All other statements and/ or undertakings in this Draft Red Herring Prospectus shall be statements and undertakings made by our Company even if the same relates to the Selling Shareholder.

Utilisation of Offer Proceeds

Our Board of Directors certifies and declares that:

- all monies received out of the Fresh Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act;
- details of all monies utilized out of the Fresh Issue shall be disclosed, and continue to be disclosed till the time any part of the Net Proceeds remains unutilized, under an appropriate separate head in the balance sheet of our Company indicating the purpose for which such monies have been utilized; and
- details of all unutilized monies out of the Fresh Issue, if any shall be disclosed under an appropriate separate head in the balance sheet of our Company indicating the form in which such unutilized monies have been invested.

[Remainder of this page has been intentionally left blank]

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of the Government of India and FEMA. While the Industrial Policy, 1991 prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. The responsibility of granting approval for foreign investment under the Consolidated FDI Policy and FEMA has been entrusted to the concerned ministries / departments.

The Government of India has from time to time made policy pronouncements on FDI through press notes and press releases. The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry (formerly Department of Industrial Policy and Promotion), Government of India ("DPIIT") issued the Consolidated FDI Policy, which consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DPIIT that were in force and effect prior to October 15, 2020. The FDI Policy will be valid until the DPIIT issues an updated circular. Up to 100% foreign investment under the automatic route is currently permitted for our Company.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of RBI, provided that: (i) the activities of the investee company are under the automatic route under the Consolidated FDI Policy and transfer does not attract the provisions of the SEBI Takeover Regulations, (ii) the non-resident shareholding is within the sectoral limits under the Consolidated FDI policy, and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI / RBI.

On October 17, 2019, Ministry of Finance, Department of Economic Affairs, had notified the FEMA Rules, which had replaced the Foreign Exchange Management (Transfer and Issue of Security by a Person Resident Outside India) Regulations 2017. Foreign investment in this Offer shall be on the basis of the FEMA Rules. Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the Foreign Exchange Management (Non-debt Instruments) Amendment Rules, 2020 which came into effect from April 22, 2020, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country, will require prior approval of the Government, as prescribed in the Consolidated FDI Policy and the FEMA Rules. Further, in the event of transfer of ownership of any existing or future foreign direct investment in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the aforesaid restriction / purview, such subsequent change in the beneficial ownership will also require approval of the Government of India. 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, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the Foreign Exchange Management (Non-debt Instruments) Amendment Rules, 2020 which came into effect from April 22, 2020, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country ("Restricted Investor"), will require prior approval of the Government, as prescribed in the Consolidated FDI Policy and the FEMA Rules. Further, in the event of transfer of ownership of any existing or future FDI in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the aforesaid restriction / purview, such subsequent change in the beneficial ownership will also require approval of the Government. Furthermore, on April 22, 2020, the Ministry of Finance, Government of India has also made a similar amendment to the FEMA Rules. Each Applicant should seek independent legal advice about its ability to participate in the Offer. In the event such prior approval of the Government of India is required, and such approval has been obtained, the Applicant shall intimate our Company and the Registrar to the Offer in writing about such approval along with a copy thereof within the Offer Period.

As per the existing policy of the Government of India, OCBs cannot participate in this Offer. For further details, see "*Offer Procedure*" on page 319.

The Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act or any state securities laws in the United States, and unless so registered may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the

registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, such Equity Shares are being offered and sold (i) outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers, and sales occur.

The above information is given for the benefit of the Applicants. Our Company, the Selling Shareholders and the Book Running Lead Manager 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. Applicants are advised to make their independent investigations and ensure that the number of Equity Shares applied for do not exceed the applicable limits under laws or regulations.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLM is not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations, seek independent legal advice about its ability to participate in the Offer and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

[Remainder of this page has been intentionally left blank]

SECTION VIII – MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

Capitalised terms used in this section have the meaning that has been given to such terms in the Articles of Association of our Company. Pursuant to Schedule I of the Companies Act, 2013 and the SEBI ICDR Regulations, the main provisions of the Articles of Association of our Company are detailed below:

1. Table F Applicable

No regulation contained in Table “F” in the First Schedule to Companies Act, 2013 shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 2013 and subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act, 2013 be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 2013 or any amendment thereto.

INTERPRETATION CLAUSE

2. In the interpretation of these Articles the following expressions shall have the following meanings unless repugnant to the subject or context:

Act

- (a) "The Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force.

Articles

- (b) "These Articles" means Articles of Association for the time being in force or as may be altered from time to time vide Special Resolution.

Auditors

- (c) "Auditors" means and includes those persons appointed as such for the time being of the Company.

Capital

- (d) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.

- (e) "The Company" shall mean Garuda Construction And Engineering Limited

Executor or Administrator

- (f) "Executor" or "Administrator" means a person who has obtained a probate or letter of administration, as the case may be from a Court of competent jurisdiction and shall include a holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the Share or Shares of the deceased Member and shall also include the holder of a Certificate granted by the Administrator General under section 31 of the Administrator General Act, 1963.

Legal Representative

- (g) "Legal Representative" means a person who in law represents the estate of a deceased Member.

Gender

- (h) Words importing the masculine gender also include the feminine gender.

In Writing and Written

- (i) "In Writing" and "Written" includes printing lithography and other modes of representing or reproducing words in a visible form.

Marginal notes

- (j) The marginal notes hereto shall not affect the construction thereof.

Meeting or General Meeting

- (k) "Meeting" or "General Meeting" means a meeting of members.

Month

- (l) "Month" means a calendar month.

Annual General Meeting

- (m) "Annual General Meeting" means a General Meeting of the Members held in accordance with the provision of section 96 of the Act.

Extra-Ordinary General Meeting

- (n) "Extra-Ordinary General Meeting" means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.

National Holiday

- (o) "National Holiday" means and includes a day declared as National Holiday by the Central Government.

Non-retiring Directors

- (p) "Non-retiring Directors" means a director not subject to retirement by rotation.

Office

- (q) "Office" means the registered Office for the time being of the Company.

Ordinary and Special Resolution

- (r) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by Section 114 of the Act.

Person

- (s) "Person" shall be deemed to include corporations and firms as well as individuals.

Proxy

- (t) "Proxy" means an instrument whereby any person is authorized to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.

Register of Members

- (u) "The Register of Members" means the Register of Members to be kept pursuant to Section 88(1) of the Act.

Seal

- (v) "Seal" means the common seal for the time being of the Company.

Singular number

- (w) Words importing the Singular number include where the context admits or requires the plural number and vice versa.

Statutes

- (x) "The Statutes" means the Companies Act, 2013 and every other Act for the time being in force affecting the Company.

These presents

- (y) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time.

Variation

- (z) "Variation" shall include abrogation; and "vary" shall include abrogate.

Year and Financial Year

- (aa) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.

Expressions in the Act to bear the same meaning in Articles

Save as aforesaid any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force.

CAPITAL

3. Authorized Capital

The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time.

4. Increase of capital by the Company how carried into effect

The Company may in General Meeting from time to time by Ordinary Resolution increase its capital by creation of new Shares which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 64 of the Act.

5. Further Issue of Share Capital

- (a) Where, at any time, it is proposed to increase the subscribed capital of the company by allotment of further shares then:
 - (i) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the company, in proportion, as nearly as circumstances admit, to the capital

paid-up on those shares at that date;

- (ii) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;
 - (iii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right;
 - (iv) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the company.
- (b) Notwithstanding anything contained in subclause (a), the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (i) of sub-clause (a) hereof) in any manner whatsoever.
- (i) If a special resolution to that effect is passed by the company in general meeting, or
 - (ii) Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
- (c) Nothing in sub-clause (iii) of (a) hereof shall be deemed:
- (i) To extend the time within which the offer should be accepted; or
 - (ii) To authorize any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (d) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued by the company:
- (i) To convert such debentures or loans into shares in the company; or
 - (ii) To subscribe for shares in the company

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (a) Either has been approved by the central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
- (b) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the company in General Meeting before the issue of the loans.

6. New Capital same as existing capital

Except so far as otherwise provided by the conditions of issue or by these Presents, any capital raised by the creation of new Shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise

7. Non-Voting Shares

The Board shall have the power to issue a part of authorized capital by way of non-voting Shares at price(s) premia, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force.

8. Redeemable Preference Shares

Subject to the provisions of the Act and these Articles, the Board of Directors may issue redeemable preference shares to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par, and with full power to give any person the option to call for or be allotted shares of the company either at premium or at par, such option being exercisable at such times and for such consideration as the Board thinks fit.

9. Voting rights of preference shares

The holder of Preference Shares shall have a right to vote only on Resolutions, which directly affect the rights attached to his Preference Shares.

10. Provisions to apply on issue of Redeemable Preference Shares

On the issue of redeemable preference shares under the provisions of Article 7 hereof, the following provisions shall take effect:

- (a) No such Shares shall be redeemed except out of profits of which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption.
- (b) No such Shares shall be redeemed unless they are fully paid;
- (c) Subject to section 55(2)(d)(i) the premium, if any payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the Shares are redeemed;
- (d) Where any such Shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum equal to the nominal amount of the Shares redeemed, and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and
- (e) Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of Preference Shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital.

11. Reduction of capital

The Company may (subject to the provisions of sections 52, 55, 66, both inclusive, and other applicable provisions, if any, of the Act) from time to time by Special Resolution reduce:

- (a) the share capital;
- (b) any capital redemption reserve account; or
- (c) any security premium account

In any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted

12. Debentures

Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

13. Issue of Sweat Equity Shares

The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in that sections and rules framed thereunder.

14. ESOP

The Company may issue shares to Employees including its Directors other than independent directors and such other persons as the rules may allow, under Employee Stock Option Scheme (ESOP) or any other scheme, if authorized by a Special Resolution of the Company in general meeting subject to the provisions of the Act, the Rules and applicable guidelines made there under, by whatever name called.

15. Buy Back of shares

Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

16. Consolidation, Sub-Division and Cancellation

Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; Subject as aforesaid the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

17. Issue of Depository Receipts

Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue depository receipts in any foreign country.

18. Issue of Securities

Subject to compliance with applicable provision of the Act and rules framed thereunder the company shall have power to issue any kind of securities as permitted to be issued under the Act and rules framed thereunder.

19. Register of Members

The Company shall cause to be kept a register and index of members in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996 with details of shares held in physical and dematerialised forms in any medium as may be permitted by law including in any form of electronic medium. The Company shall be entitled to keep in any State or Country outside India a branch Register of Members Resident in that State or Country.

MODIFICATION OF CLASS RIGHTS

20. Modification of rights.

- (a) If at any time the share capital, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class.

The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting.

Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this section shall apply to such variation.

New Issue of Shares not to affect rights attached to existing shares of that class.

- (b) The rights conferred upon the holders of the Shares including Preference Share, if any) of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking pari passu therewith.

21. Shares at the disposal of the Directors.

Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.

PROVIDED THAT option or right to call of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

22. Power to issue shares on preferential basis.

The Company may issue shares or other securities in any manner whatsoever including by way of a preferential offer, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of section 62 subject to compliance with section 42 and 62 of the Act and rules framed thereunder.

23. Shares should be Numbered progressively and no share to be subdivided.

The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

24. Acceptance of Shares.

An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purposes of these Articles, be a Member.

25. Directors may allot shares as full paid-up

Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.

26. Deposit and call etc.to be a debt payable immediately.

The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly.

27. Liability of Members.

Every Member, or his heirs, executors, administrators, or legal representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof.

28. Registration of Shares.

Shares may be registered in the name of any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind.

RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT

- 29.** The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Section 39 of the Act

CERTIFICATES

30. Share Certificates.

- (a) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as provided in the relevant laws) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application for registration of transfer, transmission, sub- division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve.

PROVIDED THAT in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.

- (b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act.

31. Issue of new certificates in place of those defaced, lost or destroyed.

- (a) If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate.

- (b) Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding ₹ 2 for each certificate) as the Directors shall prescribe.

PROVIDED THAT no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

PROVIDED THAT notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Companies Act, 2013 or rules made under Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable thereof in this behalf.

- (c) The provision of this Article shall mutatis mutandis apply to debentures of the company.

32. The first named joint holder deemed Sole holder.

- (a) If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's regulations.

Maximum number of joint holders.

- (b) The Company shall not be bound to register more than three persons as the joint holders of any share.

33. Company not bound to recognise any interest in share other than that of registered holders.

Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

34. Instalment on shares to be duly paid.

If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalment, every such instalment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.

UNDERWRITING AND BROKERAGE

35. Commission

Subject to the provisions of Section 40 (6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

36. Brokerage

The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.

CALLS

37. Directors may make calls

- (1) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board.
- (2) A call may be revoked or postponed at the discretion of the Board.
- (3) A call may be made payable by instalments.

38. Notice of Calls

Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.

39. Calls to date from resolution.

A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.

40. Calls on uniform basis.

Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.

41. Directors may extend time.

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.

42. Calls to carry interest.

If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

43. Sums deemed to be calls.

If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed time (whether on account of the amount of the share or by way of premium) every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or instalment accordingly.

44. Proof on trial of suit for money due on shares.

On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, 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 subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the Minute Books: and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles: and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

45. Judgment, decree, partial payment motto proceed for forfeiture.

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.

46. Payments in Anticipation of calls may carry interest

- (a) The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing: provided that moneys paid in advance of calls on shares may carry interest but shall not confer a right to dividend or to participate in profits.
- (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
- (c) The provisions of this Article shall mutatis mutandis apply to calls on debentures issued by the Company.

LIEN

47. Company to have Lien on shares.

The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

48. Fully paid shares to be free from all lien

Fully paid shares of the Company shall be free from all lien. In the case of partly paid shares, the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

49. As to enforcing lien by sale.

For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment of discharge of such debts, liabilities or engagements for seven days after such notice. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as the Certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.

50. Application of proceeds of sale.

The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

FORFEITURE AND SURRENDER OF SHARES

51. If call or instalment not paid, notice may be given.

If any Member fails to pay the whole or any part of any call or instalment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or instalment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of any call or instalment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force.

52. Terms of notice.

The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or instalment and such interest thereon as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid.

The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

53. On default of payment, shares to be forfeited.

If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or instalments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

54. Notice of forfeiture to a Member

When any shares have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members.

55. Forfeited shares to be property of the Company and may be sold etc.

Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.

56. Members still liable to pay money owing at time of forfeiture and interest.

Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.

57. Effect of forfeiture.

The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

58. Evidence of Forfeiture.

A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

59. Title of purchaser and allottee of Forfeited shares.

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.

60. Cancellation of share certificate in respect of forfeited shares.

Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.

61. Forfeiture may be remitted.

In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.

62. Validity of sale

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

63. Surrender of shares.

The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.

TRANSFER AND TRANSMISSION OF SHARES

64. Execution of the instrument of shares.

- (a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee.
- (b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.

65. Transfer Form.

The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 and statutory modification thereof including other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debenture and registration thereof.

The instrument of transfer shall be in a common form approved by the Exchange.

66. Transfer not to be registered except on production of instrument of transfer.

The Company shall not register a transfer in the Company other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

67. Directors may refuse to register transfer.

Subject to the provisions of Section 58 and 59 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, these Articles and other applicable provisions of the Act, the Directors may, whether in pursuance of any power of the company under these Articles or otherwise, decline to register the transfer of, or the transmission by operation of law of the right to, any shares, or interest of a Member therein, or debentures of the Company. The Company shall, within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation

of such transmission, as the case may be, giving reasons for such refusal.

PROVIDED THAT registration of transfer shall however not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

68. Notice of refusal to be given to transferor and transferee.

If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.

69. No fee on transfer.

No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and letter of administration, Certificate of Death or Marriage, Power of Attorney or similar other document with the Company.

70. Closure of Register of Members or debenture holder or other security holders

The Board of Directors shall have power on giving not less than seven days previous notice in accordance with section 91 and rules made thereunder close the Register of Members and/or the Register of debentures holders and/or other security holders at such time or times and for such period or periods, not exceeding thirty days at a time, and not exceeding in the aggregate forty five days at a time, and not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board.

71. Custody of transfer Deeds.

The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine.

72. Application for transfer of partly paid shares.

Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.

73. Notice to transferee.

For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post/speed post/ courier to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.

74. Recognition of legal representative.

- (a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares.
- (b) Before recognising any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India.

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate

- (c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

75. Titles of Shares of deceased Member

The Executors or Administrators of a deceased Member or holders of a Succession Certificate or the Legal Representatives in respect of the Shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the Shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of Succession Certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained Probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the Directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register Shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Sections 72 of the Companies Act.

76. Notice of application when to be given

Where, in case of partly paid Shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.

77. Registration of persons entitled to share otherwise than by transfer. (transmission clause).

Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance so he shall not be freed from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.

78. Refusal to register nominee.

Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

79. Board may require evidence of transmission.

Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

80. Company not liable for disregard of a notice prohibiting registration of transfer

The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or require to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.

81. Form of transfer Outside India.

In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in Form no. SH-4 hereof as circumstances permit.

82. No transfer to insolvent etc.

No transfer shall be made to any minor, insolvent or person of unsound mind.

NOMINATION

83. Nomination

- i) Notwithstanding anything contained in the articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Companies Act, 2013 shall apply in respect of such nomination.
- ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72 of the Companies Act, 2013 read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014
- iii) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination.
- iv) If the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.

84. Transmission of Securities by nominee

A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-

- (i) to be registered himself as holder of the security, as the case may be; or
- (ii) to make such transfer of the security, as the case may be, as the deceased security holder, could have made;
- (iii) if the nominee elects to be registered as holder of the security, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased security holder as the case may be;
- (iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to,

if he were the registered holder of the security except that he shall not, before being registered as a member in respect of his security, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

PROVIDED FURTHER THAT the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.

DEMATERIALISATION OF SHARES

85. Dematerialisation of Securities

Subject to the provisions of the Act and Rules made thereunder the Company may offer its members facility to hold securities issued by it in dematerialized form.

JOINT HOLDER

86. Joint Holders

Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint Shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles.

87. Joint and several liabilities for all payments in respect of shares.

- (a) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.

Title of survivors.

- (b) On the death of any such joint holders the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person;

Receipts of one sufficient.

- (c) Any one of two or more joint holders of a share may give effectual receipts of any dividends or other moneys payable in respect of share; and

Delivery of certificate and giving of notices to first named holders.

- (d) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall be deemed to be service on all the holders.

SHARE WARRANTS

88. Power to issue share warrants

The Company may issue warrants subject to and in accordance with provisions of the Act and accordingly the Board may in its discretion with respect to any Share which is fully paid upon application in writing signed by the persons registered as holder of the Share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the Share, and the amount of the stamp duty on the warrant

and such fee as the Board may, from time to time, require, issue a share warrant.

89. Deposit of share warrants

- (a) The bearer of a share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for call in a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Share included in the deposit warrant.
- (b) Not more than one person shall be recognized as depositor of the Share warrant.

90. Privileges and disabilities of the holders of share warrant

- (a) Subject as herein otherwise expressly provided, no person, being a bearer of a share warrant, shall sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.
- (b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the Share included in the warrant, and he shall be a Member of the Company.

91. Issue of new share warrant coupons

The Board may, from time to time, make bye-laws as to terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK

92. Conversion of shares into stock or reconversion.

The Company may, by ordinary resolution in General Meeting.

- a) convert any fully paid-up shares into stock; and
- b) re-convert any stock into fully paid-up shares of any denomination.

93. Transfer of stock.

The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

94. Rights of stock holders.

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

95. Regulations.

Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.

BORROWING POWERS

96. Power to borrow.

Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash credit or by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose

97. Issue of discount etc. or with special privileges.

Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

98. Securing payment or repayment of Moneys borrowed.

The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charter, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued and also by a similar mortgage, charge or lien to secure and guarantee, the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or Company as the case may be.

99. Bonds, Debentures etc. to be under the control of the Directors.

Any bonds, debentures, debenture-stock or their securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

100. Mortgage of uncalled Capital.

If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.

101. Indemnity may be given.

Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

MEETINGS OF MEMBERS

102. **Distinction between AGM & EGM.**

All the General Meetings of the Company other than Annual General Meetings shall be called Extra-ordinary General Meetings.

103. **Extra-Ordinary General Meeting by Board and by requisition**

- (a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of Members made in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting of the members

Proceedings at General Meeting

- (b) No business shall be transacted at any general meeting unless quorum of members, as stipulated under the provisions of the Act, is present at the time when the meeting proceeds to business.
- (c) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103 of the Act.

When a Director or any two Members may call an Extra Ordinary General Meeting

- (d) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors

104. **Meeting not to transact business not mentioned in notice.**

No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.

105. **Chairman of General Meeting**

The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Vice Chairman of the Company so shall take the chair and preside the meeting. In the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.

106. **Business confined to election of Chairman or Vice Chairman whilst chair is vacant.**

No business, except the election of a Chairman or Vice Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.

107. **Chairman with consent may adjourn meeting.**

- a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

108. Chairman's casting vote.

In the case of an equality of votes the Chairman shall both on a show of hands, on a poll (if any) and e-voting, have casting vote in addition to the vote or votes to which he may be entitled as a Member.

109. In what case poll taken without adjournment.

Any poll duly demanded on the election of Chairman or Vice Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.

110. Demand for poll not to prevent transaction of other business.

The demand for a poll except on the question of the election of the Chairman or Vice Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

111. Members in arrears not to vote.

No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised, any right or lien.

112. Number of votes each member entitled.

Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any meeting of the Company, save as provided in sub-section (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.

113. Casting of votes by a member entitled to more than one vote.

On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

114. Vote of member of unsound mind and of minor

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, or a minor may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

115. Postal Ballot

Notwithstanding anything contained in the provisions of the Companies Act, 2013, and the Rules made there under, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/ resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company.

116. E-Voting

A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

117. Votes of joint members.

- a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. If more than one of the said persons remain present than the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof.
- b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members

118. Votes may be given by proxy or by representative

Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorised as mentioned in Articles

119. Representation of a body corporate.

A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures) authorise such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.

120. Members paying money in advance.

- (a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.

Members not prohibited if share not held for any specified period.

- (b) A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.

121. Votes in respect of shares of deceased or insolvent members.

Any person entitled under Article 73 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnify (if any) as the Directors may require or the directors shall have previously admitted

his right to vote at such meeting in respect thereof.

122. No votes by proxy on show of hands.

No Member shall be entitled to vote on a show of hands unless such member is present personally or by attorney or is a body Corporate present by a representative duly Authorised under the provisions of the Act in which case such members, attorney or representative may vote on a show of hands as if he were a Member of the Company. In the case of a Body Corporate the production at the meeting of a copy of such resolution duly signed by a Director or Secretary of such Body Corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.

123. Appointment of a Proxy.

The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

124. Form of proxy.

An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

125. Validity of votes given by proxy notwithstanding death of a member.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting or adjourned meeting at which the proxy is used.

126. Time for objections to votes.

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

127. Chairperson of the Meeting to be the judge of validity of any vote.

Any such objection raised to the qualification of any voter in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

DIRECTORS

128. Number of Directors

Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors (including Debenture and Alternate Directors) shall not be less than three and not more than fifteen. Provided that a company may appoint more than fifteen directors after passing a special resolution

The First Directors of the Company shall be:

1. Mr. Alok Kumar Brijendrakumar Agarwal
2. Mr. Pravin Kumar Brijendrakumar Agarwal
3. Mr. Sudhir Kumar Brijendrakumar Agarwal

129. Qualification shares.

A Director of the Company shall not be bound to hold any Qualification Shares in the Company.

130. Nominee Directors.

- (a) Subject to the provisions of the Companies Act, 2013 and notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the financing company or body or financing corporation or credit corporation or bank or any insurance corporation (each such financing company or body or financing corporation or credit corporation or bank or any insurance corporation is hereinafter referred to as financial institution) out of any loans granted by the financial institution to the Company or so long as the financial institution hold Shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the financial institution on behalf of the Company remains outstanding, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.
- (b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. The said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.
- (c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observer to attend the meetings of the Board or any other Committee constituted by the Board.

131. Appointment of alternate Director.

The Board may appoint an Alternate Director to act for a Director (hereinafter called “The Original Director”) during his absence for a period of not less than three months from India. An Alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of Office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.

132. Additional Director

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting.

133. Directors power to fill casual vacancies.

Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, who shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.

134. Sitting Fees.

Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending

meetings of the Board or Committees thereof.

135. Travelling expenses Incurred by Director on Company's business.

The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.

PROCEEDINGS OF THE BOARD OF DIRECTORS

136. Meetings of Directors.

- (a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.

Quorum

No business shall be transacted at any Board meeting unless quorum of Directors, as stipulated under the provisions of the Act, is present at the time when the meeting proceeds to business

137. Chairman and Vice Chairman

- a) The Directors may from time to time elect from among their members a Chairperson of the Board as well as a Vice Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, the Vice Chairman shall preside at the meeting and in the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.
- b) Subject to Section 203 of the Act and rules made there under, one person can act as the Chairman as well as the Managing Director or Chief Executive Officer at the same time.

138. Questions at Board meeting how decided.

Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman or the Vice Chairman, as the case may be will have a second or casting vote.

139. Continuing directors may act notwithstanding any vacancy in the Board

The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.

140. Directors may appoint committee.

Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

141. Committee Meetings how to be governed.

The Meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.

142. Chairperson of Committee Meetings

- a) A committee may elect a Chairperson of its meetings.
- b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

143. Meetings of the Committee

- a) A committee may meet and adjourn as it thinks fit.
- b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

144. Acts of Board or Committee shall be valid notwithstanding defect in appointment.

Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.

145. Power to fill casual vacancy

Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if had not been vacated as aforesaid.

POWERS OF THE BOARD

146. Powers of the Board

The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting. However, no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

147. Certain powers of the Board

Without prejudice to the general powers conferred by the Articles and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the Articles, it is hereby, declared that the Directors shall have the following powers, that is to say

To acquire any property , rights etc.

- (1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.

To take on Lease.

- (2) Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.

To erect & construct.

- (3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.

To pay for property.

- (4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

To insure properties of the Company.

- (5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.

To open Bank accounts.

- (6) To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.

To secure contracts by way of mortgage.

- (7) To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.

To accept surrender of shares.

- (8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.

To appoint trustees for the Company.

- (9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company,

or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

To conduct legal proceedings.

- (10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or Foreign law and either in India or abroad and observe and perform or challenge any award thereon.

Bankruptcy & Insolvency

- (11) To act on behalf of the Company in all matters relating to bankruptcy insolvency.

To issue receipts & give discharge.

- (12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.

To invest and deal with money of the Company.

- (13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.

To give Security by way of indemnity.

- (14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;

To determine signing powers.

- (15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.

Commission or share in profits.

- (16) To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.

Bonus etc. to employees.

- (17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents, that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.

Transfer to Reserve Funds.

- (18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the deprecation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.

To appoint and remove officers and other employees.

- (19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.

To appoint Attorneys.

- (20) At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

To enter into contracts.

- (21) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.

To make rules.

- (22) From time to time to make, vary and repeal rules for the regulations of the business of the Company its Officers and employees.

To effect contracts etc.

- (23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.

To apply & obtain concessions licenses etc.

- (24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.

To pay commissions or interest.

- (25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act and of the provisions contained in these presents.

To redeem preference shares.

- (26) To redeem preference shares.

To assist charitable or benevolent institutions.

- (27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.
- (28) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (29) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Sections 40 of the Act.
- (30) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.
- (31) To purchase or otherwise acquire or obtain license for the use of and to sell, exchange or grant license for the use of any trade mark, patent, invention or technical know-how.
- (32) To sell from time to time any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.
- (33) From time to time to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time

- being the property of or in the possession of the Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient.
- (34) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.
 - (35) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose of, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.
 - (36) To let, sell or otherwise dispose of subject to the provisions of Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in cash or otherwise as it thinks fit.
 - (37) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions vested in the Directors to any person(s), firm, company or fluctuating body of persons as aforesaid.
 - (38) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.

MANAGING AND WHOLE-TIME DIRECTORS

148. Powers to appoint Managing/ Wholetime Directors.

- a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time in Board Meetings appoint one or more of their body to be a Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.
- b) The Managing Director or Managing Directors or whole-time Director or whole-time Directors so appointed shall be liable to retire by rotation. A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.

(39) Remuneration of Managing or Whole Time Director.

The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.

149. Powers and duties of Managing Director or Whole-time Director.

- (1) Subject to control, direction and supervision of the Board of Directors, the day-today management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board.
- (2) The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time

- Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.
- (3) The Company's General Meeting may also from time to time appoint any Managing Director or Managing Directors or Wholetime Director or Wholetime Directors of the Company and may exercise all the powers referred to in these Articles.
 - (4) The Managing Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in him in particular from time to time by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.
 - (5) Notwithstanding anything contained in these Articles, the Managing Director is expressly allowed generally to work for and contract with the Company and especially to do the work of Managing Director and also to do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between him and the Directors of the Company.

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

150. Board to appoint Chief Executive Officer/ Manager/ Company Secretary/ Chief Financial Officer

- a) Subject to the provisions of the Act,—
 - i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- b) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

THE SEAL

151. The seal, its custody and use.

- (a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (b) The Company shall also be at liberty to have an Official Seal in accordance with of the Act, for use in any territory, district or place outside India.

152. Deeds how executed.

The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which

the seal of the company is so affixed in their presence.

DIVIDEND AND RESERVES

153. Division of profits.

- (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

154. The Company in General Meeting may declare Dividends.

The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.

155. Transfer to reserves

- a) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

156. Interim Dividend.

Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

157. Debts may be deducted.

The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

158. Capital paid up in advance not to earn dividend.

No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this articles as paid on the share.

159. Dividends in proportion to amount paid-up.

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on

the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.

160. Retention of dividends until completion of transfer under Articles.

The Board of Directors may retain the dividend payable upon shares in respect of which any person under Articles has become entitled to be a member, or any person under that Article is entitled to transfer, until such person becomes a member, in respect of such shares or shall duly transfer the same.

161. No Member to receive dividend whilst indebted to the company and the Company's right of reimbursement thereof.

No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.

162. Effect of transfer of shares.

A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

163. Dividend to joint holders.

Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.

164. Dividends how remitted.

- a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

165. 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.

166. No interest on Dividends.

No unclaimed dividend shall be forfeited before the claim becomes barred by law and no unpaid dividend shall bear interest as against the Company.

167. Unpaid or unclaimed dividend

- a) If the Company has declared a Dividend but which has not been paid or the Dividend warrant in respect thereof has not been posted or sent within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, transfer the total amount of dividend, which remained so unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank to be called "Unpaid Dividend Account".
- b) Any money so transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the

Company to the Fund established under sub-section (1) of Section 125 of the Act, viz. “Investor Education and Protection Fund”.

CAPITALIZATION

168. Capitalization.

- (1) The Company in General Meeting may, upon the recommendation of the Board, resolve:
 - (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company’s reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards:
 - (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
- (3) A Securities Premium Account and Capital Redemption Reserve Account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company and fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

169. Fractional Certificates.

- (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall —
 - (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and
 - (b) generally to do all acts and things required to give effect thereto.
- (2) The Board shall have full power –
 - (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.
- (4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.

170. Inspection of Minutes Books of General Meetings.

- (1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may

consistently with the provisions of Section 119 of the Act be determined by the Company in General Meeting and the members will also be entitled to be furnished with copies thereof on payment of regulated charges.

- (2) Any member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minutes referred to in sub-clause (1) hereof on payment of Rs. 10 per page or any part thereof.

171. Inspection of Accounts

- a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- b) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

FOREIGN REGISTER

172. Foreign Register.

The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.

DOCUMENTS AND SERVICE OF NOTICES

173. Signing of documents & notices to be served or given.

Any document or notice to be served or given by the Company be signed by a Director or such person duly authorised by the Board for such purpose and the signature may be written or printed or lithographed.

174. Authentication of documents and proceedings.

Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorised Officer of the Company and need not be under the Common Seal of the Company.

WINDING UP

175. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

- (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

176. Directors' and others right to indemnity.

Subject to provisions of the Act, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the Court.

177. Not responsible for acts of others

Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

SECRECY

178. Secrecy

- (a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Access to property information etc.

- (b) No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.

SECTION IX – OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following documents and contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company) which are or may be deemed material will be attached to the copy of the Red Herring Prospectus and filed with the RoC. Copies of the contracts and documents for inspection referred to hereunder, may be inspected at our Registered Office, from 10.00 am to 5.00 pm on all Working Days and will also be available on the website of our Company at <https://www.garudaconstructionengineering.com> from the date of the Red Herring Prospectus until the Bid/Issur Closing Date, except for such contracts and documents that will be entered into or executed subsequent to the completion of the Bid/Issue Closing Date.

Any of the contracts or documents mentioned in this Updated 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 other parties, without reference to the Shareholders, subject to compliance of the provisions contained in the Companies Act and other applicable law.

1. Material Contracts for the Issue

- (a) Issue Agreement dated 31st January 2024 entered into between our Company, and the BRLM.
- (b) Registrar Agreement dated 30th January, 2024 entered into between our Company and the Registrar to the Issue.
- (c) Escrow and Sponsor Bank Agreement dated [●], 2023 amongst our Company, the BRLM, Escrow Collection Banks, Sponsor Bank, Refund Bank and the Registrar to the Issue.
- (d) Syndicate Agreement dated [●], 2023 entered into amongst our Company, the BRLM and the Syndicate Members.
- (e) Underwriting Agreement dated [●] entered into amongst our Company and the Underwriters.
- (f) Monitoring Agency Agreement dated [●], 2023 entered into between our Company and the Monitoring Agency.

2. Material Documents

- (a) Certified copy of the updated Memorandum of Association and Articles of Association of our Company.
- (b) Certificate of incorporation dated September 21, 2010.
- (c) Certificate of incorporation pursuant to conversion from private to public company dated October 10, 2023.
- (d) Resolution of the Board of Directors dated December 30, 2023 in relation to the Issue.
- (e) Shareholders' resolution dated January 24, 2024 in relation to the Issue.
- (f) Resolution of the Board dated January 31, 2024 taking on record and approving the Draft Red Herring Prospectus.
- (g) Resolution of the Board dated [●] taking on record and approving the Red Herring Prospectus.
- (h) Copies of the annual reports of our Company for the Financial Year ended March 31, 2023, 2022 and 2021.
- (i) The examination reports dated December 30, 2023 of the Statutory Auditor, on our Company's Restated Financial Information, included in the Draft Red Herring Prospectus.
- (j) Statement of Special Tax Benefits dated January 30, 2024 from the Statutory Auditor included in this Draft Red Herring Prospectus.
- (k) Consent of the Directors, the BRLM, Syndicate Members, Legal Counsel to the Issue, Legal Counsel to the BRLM, Registrar to the Issue, Underwriters, Bankers to our Company, Bankers to the Issue, Company Secretary and Compliance Officer and Chief Financial Officer as referred to in their specific capacities.
- (l) Consent letter dated 30th January, 2024 of the Statutory Auditor to include their names as experts in relation to their report dated December 30, 2023 on the Restated Financial Information and the Statement of Tax Benefits dated January 30, 2024 included in this Draft Red Herring Prospectus.
- (m) Consent from CareEdge Research dated January 29, 2024 issued for inclusion of their name and to reproduce the industry report titled "*Research Report on Domestic Construction sector*" dated

- November 03, 2023 in the Draft Red Herring Prospectus.
- (n) Consent letter dated 31st January, 2024 of the Practising Company Secretary to include their names as experts in relation to their report dated [●], 2023 on the Companies Act compliances of our Company included in this Draft Red Herring Prospectus.
 - (o) Tripartite Agreement dated September 27, 2023 entered into between our Company, CDSL and the Registrar to the Issue.
 - (p) Tripartite Agreement dated October 30, 2023 entered into between our Company, NSDL and the Registrar to the Issue.
 - (q) Due Diligence Certificates dated 31st January 2024, addressed to SEBI from the BRLM.
 - (r) In-principle approvals from the BSE and the NSE for listing of the Equity Shares pursuant to their letters dated [●], 2023 and [●], 2023, respectively.
 - (s) SEBI Initial observation letter bearing reference number [●] dated [●], 2023 .
 - (t) SEBI final observation letter bearing reference number [●] dated [●], 2023
 - (u) Certificate dated 30th January 2024 issued by M/s, Mittal Agarwal & Company, Chartered Accountants the statutory auditors of our Company certifying the Key Performance Indicators set out in this Draft Red Herring Prospectus.
 - (v) "Research Report on Domestic Construction sector" dated January 29, 2024 ("CareEdge Report") prepared by CARE Advisory Research and Training Limited. ("CareEdge Research")

Any of the contracts or documents mentioned in this Updated 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 shareholder's subject to compliance of the provisions contained in the Companies Act, 2013 and other relevant statutes.

[Remainder of this page has been intentionally left blank]

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

PRAVIN KUMAR BRIJENDRA KUMAR AGARWAL
MANAGING DIRECTOR AND CHAIRMAN
DIN: 00845482
Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

MOHIT KAPOOR
WHOLE TIME DIRECTOR
DIN: 10301044

Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

DEEPAK KUMAR
NON - EXECUTIVE DIRECTOR
DIN: 09292428

Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

PARIYANKA YADAV
INDEPENDENT DIRECTOR
DIN: 08858855

Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

RAJVIRENDRA SINGH RAJPUROHIT
INDEPENDENT DIRECTOR
DIN: 06770931

Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY DIRECTOR OF OUR COMPANY

VENKATESHKUMAR K TIRUPATIPANYAM
INDEPENDENT DIRECTOR
DIN: 03307261

Date: 31st January 2024
Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

ROHIT PAREEK
CHIEF FINANCIAL OFFICER

Date: 31st January 2024

Place: Mumbai

DECLARATION

I, hereby declare that all relevant provisions of the Companies Act, 2013 and the guidelines / regulations issued by the Government or the guidelines / regulations issued by the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992 ("SEBI Act") as the case may be, have been complied with and no statements 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 SEBI Act, as amended, or the rules made or guidelines / regulations issued thereunder, as the case may be. I, further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

AAUSHI BATHEJA
Company Secretary and Compliance Officer

Date: 31st January 2024

Place: Mumbai