



inventia

INVENTIA HEALTHCARE LIMITED

Inventia Healthcare Limited ("our Company") was originally incorporated as 'Ankur Pharmaceuticals Private Limited' under the Companies Act, 1956, pursuant to a certificate of incorporation dated September 27, 1985 issued by the Registrar of Companies, Maharashtra at Mumbai ("RoC"). The name of our Company was changed to 'Themis Laboratories Private Limited', pursuant to a fresh certificate of incorporation issued by the RoC on April 5, 2002. Subsequently, the name of our Company was changed to 'Inventia Healthcare Private Limited', pursuant to a fresh certificate of incorporation issued by the RoC on March 16, 2009. Thereafter, our Company was converted into a public limited company pursuant to a special resolution passed in the extraordinary general meeting of the Shareholders of our Company held on June 22, 2018 and consequently the name of our Company was changed to its present name 'Inventia Healthcare Limited', pursuant to a fresh certificate of incorporation issued by the RoC on June 29, 2018. For more information regarding changes in the name and registered office of our Company, see "History and Certain Corporate Matters" on page 131.

Corporate Identity Number: U24239MH1985PLC037597

Registered and Corporate Office: Unit 703 and 704, 7th floor, Hubtown Solaris, N. S. Phadke Marg, Andheri (East), Mumbai, 400 069

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PROMOTERS OF OUR COMPANY: JANAK SHAH, MAYA SHAH, ANKUR SHAH TRUST AND VISHAL SHAH TRUST

INITIAL PUBLIC OFFERING OF UP TO [●] EQUITY SHARES OF FACE VALUE OF ₹10 EACH ("EQUITY SHARES") OF OUR COMPANY FOR CASH AT A PRICE OF ₹[●] PER EQUITY SHARE, INCLUDING A PREMIUM OF ₹[●] PER EQUITY SHARE, ("OFFER PRICE") AGGREGATING UP TO ₹[●] MILLION, COMPRISING OF A FRESH ISSUE OF UP TO [●] EQUITY SHARES AGGREGATING UP TO ₹1,250 MILLION BY OUR COMPANY ("FRESH ISSUE") AND AN OFFER FOR SALE OF UP TO 360,000 EQUITY SHARES BY JANAK SHAH AND UP TO 360,000 EQUITY SHARES BY MAYA SHAH (COLLECTIVELY, THE "PROMOTER SELLING SHAREHOLDERS") AND AN OFFER FOR SALE OF UP TO 2,444,000 EQUITY SHARES BY NYLIM JACOB BALLAS INDIA FUND III, LLC ("INVESTOR SELLING SHAREHOLDER") (COLLECTIVELY, THE "SELLING SHAREHOLDERS") AND SUCH EQUITY SHARES OFFERED BY THE SELLING SHAREHOLDERS (THE "OFFERED SHARES") AGGREGATING UP TO ₹[●] MILLION (THE "OFFER FOR SALE" AND TOGETHER WITH THE FRESH ISSUE, THE "OFFER"). THE OFFER WILL CONSTITUTE [●]% OF OUR POST-OFFER PAID-UP EQUITY SHARE CAPITAL OF OUR COMPANY.

THE PRICE BAND AND THE MINIMUM BID LOT SIZE WILL BE DECIDED BY OUR COMPANY AND THE SELLING SHAREHOLDERS IN CONSULTATION WITH THE BRLMS, 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 THE [●] EDITION OF [●] (A WIDELY CIRCULATED MARATHI NEWSPAPER, MARATHI BEING THE REGIONAL LANGUAGE OF MAHARASHTRA, WHERE OUR REGISTERED OFFICE IS SITUATED), AT LEAST FIVE WORKING DAYS PRIOR TO THE BID/OFFER OPENING DATE IN ACCORDANCE WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, AS AMENDED ("SEBI ICDR REGULATIONS"), AND SUCH ADVERTISEMENT SHALL BE MADE AVAILABLE TO BSE LIMITED ("BSE") AND NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE"), AND TOGETHER WITH BSE, THE "STOCK EXCHANGES") FOR THE PURPOSES OF UPLOADING ON THEIR RESPECTIVE WEBSITES.

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

In case of a revision to the Price Band, the Bid/Offer Period shall be extended for at least three additional Working Days after revision of the Price Band, subject to the Bid/Offer Period not exceeding a total of 10 Working Days. Any revision in the Price Band and the revised Bid/Offer Period, if applicable, shall be widely disseminated by notification to the Stock Exchanges, by issuing a press release, and also by indicating the change on the websites of the BRLMs, and at the terminals of the members of the Syndicate and by intimation to other Designated Intermediaries.

In terms of Rule 19(2)(b)(i) of the Securities Contracts (Regulation) Rules, 1957, as amended ("SCRR") read with Regulation 41 of the SEBI ICDR Regulations, this is an Offer for at least 25% of the post-Offer paid-up Equity Share capital of our Company. The Offer is being made through the Book Building Process, and in compliance with Regulation 26(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Offer shall be allocated on a proportionate basis to Qualified Institutional Buyers ("QIBs") ("QIB Portion"), provided that our Company and the Selling Shareholders, in consultation with the BRLMs, may allocate up to 60% of the QIB Portion to Anchor Investors, on a discretionary basis ("Anchor Investor Portion"), of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors ("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 (excluding the Anchor Investor Portion) ("Net QIB Portion"). Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only and the remainder of the Net QIB Portion, including any unsubscribed portion of the reservation for Mutual Funds, if any, 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 from them at or above the Offer Price. Further, not less than 15% of the Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Offer shall be available for allocation to Retail Individual Investors, in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. All Bidders (except Anchor Investors) shall mandatorily participate in this Offer only through the Application Supported by Blocked Amount ("ASBA") process and shall provide details of their ASBA Accounts. Anchor Investors are not permitted to participate in the Anchor Investor Portion through the ASBA process. For details, see "Offer Procedure" on page 343.

RISKS IN RELATION TO THE FIRST OFFER

This being the first public issue of our Company, there has been no formal market for the Equity Shares. The face value of the Equity Shares is ₹10 each and the Floor Price and Cap Price are [●] times and [●] times of the face value of the Equity Shares, respectively. The Offer Price (as determined and justified by our Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations, and as stated in "Basis for Offer Price" on page 89) should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active and/or sustained trading in the Equity Shares or regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

Investments in equity and equity-related securities involve a degree of risk and investors should not invest any funds in the Offer unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Offer. For taking an investment decision, investors must rely on their own examination of the Company and the Offer, including the risks involved. The Equity Shares have not been recommended or approved by the Securities and Exchange Board of India ("SEBI"), nor does the 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 17.

OUR COMPANY'S AND SELLING SHAREHOLDERS' ABSOLUTE RESPONSIBILITY

Our Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Red Herring Prospectus contains all information with regard to our Company and the 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 Selling Shareholders accept responsibility for and confirm only those statements specifically made by the Selling Shareholders in this Draft Red Herring Prospectus, to the extent of information specifically pertaining to the Selling Shareholders and their respective portion of the Offered Shares, and they also confirm that such statements are true and correct in all material aspects and are 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. Our Company has received in-principle approvals from BSE and NSE for listing of the Equity Shares pursuant to their letters dated [●] and [●], respectively. For the purposes of this Offer, [●] is the Designated Stock Exchange. A signed copy of the Red Herring Prospectus and the Prospectus shall be delivered for registration to the RoC in accordance with Section 26(4) and Section 32 of the Companies Act, 2013. For details of the material contracts and documents available for inspection from the date of the Red Herring Prospectus up to the Bid/Offer Closing Date, see "Material Contracts and Documents for Inspection" on page 433.

BOOK RUNNING LEAD MANAGERS

REGISTRAR TO THE OFFER



ICICI Securities Limited
ICICI Centre
H.T. Parekh Marg, Churchgate
Mumbai 400 020
Tel: +91 22 2288 2460
Fax: +91 22 2282 6580
E-mail: inventia.ipo@icicisecurities.com
Investor grievance E-mail: customercare@icicisecurities.com
Website: www.icicisecurities.com
Contact Person: Suyash Jain/ Rupesh Khant
SEBI Registration No.: INM000011179

Centrum Capital Limited
Centrum House, C.S.T. Road,
Vidyanagari Marg, Kalina,
Santacruz (East),
Mumbai 400 098
Tel: +91 22 42159000
Fax: +91 22 42159444
E-mail: inventia.ipo@centrum.co.in
Investor grievance E-mail: igmbd@centrum.co.in
Website: www.centrum.co.in
Contact Person: Sugandha Kaushik
SEBI Registration No.: INM000010445

Link Intime India Private Limited
C-101, 1st Floor, 247 Park,
Lal Bahadur Shastri Marg, Vikhroli (West),
Mumbai 400 083
Tel: +91 22 4918 6200
Fax: +91 22 4918 6195
E-mail: inventia.ipo@linkintime.co.in
Investor grievance E-mail: inventia.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration No.: INR000004058

BID/OFFER PERIOD

BID/OFFER OPENS ON*

[●]

BID/OFFER CLOSES ON**

[●]

* Our Company and the Selling Shareholders may, in consultation with the BRLMs, consider participation by Anchor Investors, in accordance with the SEBI ICDR Regulations. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/Offer Opening Date.

** Our Company and the Selling Shareholders may, in consultation with the BRLMs, decide to close the Bid/Offer Period for QIBs one Working Day prior to the Bid/Offer Closing Date, in accordance with the SEBI ICDR Regulations.

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SECTION I - GENERAL
DEFINITIONS AND ABBREVIATIONS

This Draft Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, shall have the meanings ascribed to such terms herein, and references to any legislation, act, rule, regulation, circular, guideline, policy, notification or clarification will include any amendments or re-enactments thereto, from time to time. In case of any inconsistency between the definitions given below and the definitions contained in the General Information Document (as defined below), the definitions given in this section shall prevail.

Notwithstanding the foregoing, terms in the sections “Main Provisions of the Articles of Association”, “Statement of Tax Benefits”, “Objects of the Offer”, “Industry Overview”, “Our Business”, “Risk Factors”, “Regulations and Policies”, “Financial Information”, “Outstanding Litigation and Other Material Developments” and “Part B” of “Offer Procedure”, will have the meaning ascribed to such terms in those respective sections.

Unless the context otherwise indicates, all references to “our Company”, “the Company”, “the Issuer”, “we”, “us” or “our” are references to Inventia Healthcare Limited, a company incorporated in India under the Companies Act, 1956, with its Registered Office situated at Unit 703 and 704, 7th floor, Hubtown Solaris, N S Phadke Marg, Andheri (East), Mumbai, Maharashtra, India, 400 069.

Company and Selling Shareholders related terms

Term	Description
Ambernath Facility	The manufacturing facility of our Company located at Plot No. F1-F-1/1 and F-75/1, Additional Ambernath M.I.D.C, Ambernath (East), Thane – 421 506.
AoA/Articles of Association/ Articles	The articles of association of our Company, as amended from time to time.
Audit Committee	The audit committee of our Company, constituted in accordance with Regulation 18 of the SEBI Listing Regulations and Section 177 of the Companies Act, 2013, as described in “ <i>Our Management</i> ” on page 138.
Auditors/Statutory Auditors	The statutory auditor of our Company, being S R B C & CO LLP, Chartered Accountants.
Board/Board of Directors	The board of directors of our Company, or a duly constituted committee thereof.
Corporate Social Responsibility Committee	The corporate social responsibility committee of our Company, constituted in accordance with Section 135 of the Companies Act, 2013 and the Companies (Corporate Social Responsibility Policy) Rules, 2014, the details of which are provided in “ <i>Our Management</i> ” on page 138.
Director(s)	The director(s) on our Board.
Equity Shares	The equity shares of our Company of face value of ₹10 each.
Independent Director(s)	The independent director(s) of our Company, in terms of Section 2(47) and Section 149(6) of the Companies Act, 2013.
Key Management Personnel/ Key Managerial Personnel/ KMP	Key management personnel of our Company in terms of Regulation 2(1)(s) of the SEBI ICDR Regulations, together with the key managerial personnel of our Company in terms of Section 2(51) of the Companies Act, 2013 and as described in “ <i>Our Management</i> ” on page 138.
Materiality Policy	The policy adopted by our Board on September 14, 2018, for identification of Group Companies, material outstanding litigations and material creditors, pursuant to the requirements of the SEBI ICDR Regulations and for the purposes of the disclosure in this Draft Red Herring Prospectus.
MoA/Memorandum of Association	The memorandum of association of our Company, as amended from time to time.
Nomination and Remuneration Committee/NRC	The nomination and remuneration committee of our Company, constituted in accordance with Regulation 19 of the SEBI Listing Regulations and Section 178 of the Companies Act, 2013, the details of which are provided in “ <i>Our Management</i> ” on page 138.
NYLIM JB / Investor Selling Shareholder	NYLIM Jacob Ballas India Fund III, LLC
Promoters	Promoters of our Company namely, Janak Shah, Maya Shah, Ankur Shah Trust and Vishal Shah Trust. For further details, see “ <i>Our Promoters and Promoter Group</i> ” on page 155.

Term	Description
Promoter Group	Persons and entities constituting the promoter group in accordance with Regulation 2(1)(zb) of the SEBI ICDR Regulations. For further details, see “ <i>Our Promoters and Promoter Group</i> ” on page 155.
Promoter Selling Shareholders	Janak Shah and Maya Shah
Registered and Corporate Office	Registered and Corporate office of our Company located at Unit 703 and 704, 7 th floor, Hubtown Solaris, N S Phadke Marg, Andheri (East), Mumbai, Maharashtra, India, 400 069.
Registrar of Companies/RoC	The Registrar of Companies, Maharashtra located at 100, Everest, Marine Drive, Mumbai-400 002.
Restated Financial Statements	<p>The restated statement of assets and liabilities of our Company as at March 31, 2018, 2017, 2016, 2015 and 2014 and the restated statement of profit and loss, the restated statement of changes in equity and the restated statement of cash flows for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014 and the related notes, schedules and annexures thereto which comprises of a) the restated financial information as at and for the year ended March 31, 2018, prepared as per recognition and measurement principles under Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and which may become applicable to our Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of the restated financial statements by the Board of Directors of our Company, requirements of SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 31, 2016 (“SEBI Circular”) and Guidance Note on reports in company prospectuses issued by ICAI (“ICAI Guidance Note”); and b) the restated financial information as at and for the years ended March 31, 2017, 2016, 2015 and 2014, prepared on proforma basis in accordance with the same accounting policies as applied for year ended March 31, 2018, requirements of SEBI Circular and ICAI Guidance note, included in “<i>Financial Information</i>” on page 162.</p> <p>The Restated Financial Statements have been compiled by our Company from the audited financial statements of our Company as at and for the year ended March 31, 2018, 2017, 2016, 2015 and 2014 prepared under Indian GAAP after making (a) GAAP adjustments between Indian GAAP and the recognition and measurement principles of Ind AS; and (b) exceptions applied and exemptions elected by our Company, in respect of accounting policy choices availed as per Ind AS 101.</p>
Restated Net Worth (RONW)	The aggregate of equity share capital and other equity
Restated Net Asset Value per Equity Share	Restated Net Worth at the end of the year / total number of Equity Shares outstanding at the end of the year adjusted for approved bonus issued after the Financial Year ended March 31, 2018
Return on Net Worth	Restated Profit attributable to equity shareholders / Restated Net Worth at the end of the year
Selling Shareholders	Janak Shah, Maya Shah and NYILM JB
Shareholders	Shareholders holding Equity Shares, from time to time.
Stakeholders’ Relationship Committee	The stakeholder’s relationship committee of our Company, constituted in accordance with Regulation 20 of the SEBI Listing Regulations and Section 178 of the Companies Act, 2013, the details of which are provided in “ <i>Our Management</i> ” on page 138

Offer Related Terms

Term	Description
Acknowledgment Slip	The slip or document issued by the Designated Intermediary(ies) to a Bidder as proof of registration of the Bid.
Allotted/Allotment/Allot	Unless the context otherwise requires, the allotment of Equity Shares to successful Bidders pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholders to the successful Bidders, pursuant to the Offer.
Allotment Advice	The note or advice or intimation of Allotment, sent to each successful Bidder who has been or would be Allotted the Equity Shares after approval of the Basis of Allotment by the Designated Stock Exchange.
Allottee	A successful Bidder to whom the Equity Shares are Allotted.

Term	Description
Anchor Investor	A QIB, who applies under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus. For further details, see “Offer Procedure” on page 343.
Anchor Investor Allocation Price	The price at which Equity Shares will be allocated to the Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs.
Anchor Investor Bidding Date	The date one Working Day prior to the Bid/Offer Opening Date on which Bids by Anchor Investors shall be submitted, prior to and after which the BRLMs will not accept any Bids in the Anchor Investor Portion, and allocation to the Anchor Investors shall be completed.
Anchor Investor Offer Price	The final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which will be a price equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs.
Anchor Investor Portion	Up to 60% of the QIB Portion, which may be allocated by our Company and the Selling Shareholders, in consultation with the BRLMs, to Anchor Investors, on a discretionary basis, in accordance with SEBI ICDR Regulations. One-third of the Anchor Investor Portion is reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price.
Application Supported by Blocked Amount/ASBA	The application (whether physical or electronic) by a Bidder (other than Anchor Investors) to make a Bid authorising the relevant SCSB to block the Bid Amount in the relevant ASBA Account.
ASBA Account	A bank account maintained with an SCSB and specified in the ASBA Form which will be blocked by such SCSB to the extent of the appropriate Bid Amount in relation to a Bid by an ASBA Bidder (other than a Bid by an Anchor Investor).
ASBA Bidder	Prospective investors (other than Anchor Investors) in the Offer who intend to submit the Bid through the ASBA process.
ASBA Form	An application form, whether physical or electronic, used by ASBA Bidders which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus.
Banker(s) to the Offer	Escrow Bank(s), Refund Bank (s) and Public Offer Account Bank(s)
Basis of Allotment	The basis on which the Equity Shares will be Allotted, as described in “Offer Procedure – Allotment Procedure and Basis of Allotment” on page 377.
Bid	An indication to make an offer during the Bid/ Offer Period by an ASBA Bidder (other than an Anchor Investor), or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to submission of a Bid cum Application Form, to purchase our Equity Shares at a price within the Price Band, including all revisions and modifications thereto, to the extent permissible under the SEBI ICDR Regulations, in terms of the Red Herring Prospectus and the Bid cum Application Form. The term ‘Bidding’ shall be construed accordingly.
Bid Amount	The highest value of the optional Bids as indicated in the Bid cum Application Form and payable by the Anchor Investor or as blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid in the Offer, as applicable.
Bid cum Application Form	The form in terms of which the Bidder shall make a Bid, including an ASBA Form, and which shall be considered as the application for the Allotment pursuant to the terms of the Red Herring Prospectus and the Prospectus.
Bid Lot	[●] Equity Shares.
Bid/ Offer Closing Date	Except in relation to Anchor Investors, the date after which the Designated Intermediaries shall not accept any Bids for the Offer, 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 [●] edition of [●] (a widely circulated Marathi newspaper, Marathi being the regional language of Maharashtra, where our Registered Office is located) and in case of any revisions, the extended Bid/ Offer Closing Date shall also be notified on the websites and terminals of the members of the Syndicate, as required under the SEBI ICDR Regulations. Our Company and the Selling Shareholders, in consultation with the BRLMs, may decide to close the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date, subject to the conditions imposed by the SEBI ICDR Regulations.

Term	Description
Bid/ Offer Opening Date	Except in relation to Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids for the Offer, 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 [●] edition of [●] (a widely circulated Marathi newspaper, Marathi being the regional language of Maharashtra where our Registered Office is located).
Bid/ Offer Period	Except in relation to Anchor Investors, the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date, inclusive of both days during which prospective Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Red Herring Prospectus.
Bidder/Applicant	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor.
Bidding Centres	Centres at which the Designated Intermediaries shall accept the Bid cum Application Forms, being the Designated Branch for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for CRTAs and Designated CDP Locations for CDPs.
Book Building Process	The book building process as described in Part A of Schedule XI of the SEBI ICDR Regulations, in terms of which the Offer Price shall be determined.
Book Running Lead Managers / BRLMs	ICICI Securities Limited and Centrum Capital Limited are the book running lead managers to the Offer.
Broker Centres	Broker centres notified by the Stock Exchanges, where Bidders (other than Anchor Investors) can submit the Bid cum Application Forms to a Registered Broker. The details of such Broker Centres, along with the names and contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges.
CAN/Confirmation of Allocation Note	Notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, after the Anchor Investor Bidding Date.
Cap Price	Higher end of the Price Band, subject to any revisions thereof, i.e. ₹[●] above which the Offer Price and Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted.
Centrum	Centrum Capital Limited
Circular on Streamlining of Public Issues	Circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI.
Client ID	Client identification number maintained with one of the depositories in relation to the demat account.
Collecting Depository Participants/CDPs	A depository participant, as defined under the Depositories Act, 1996 and registered under Section 12(1A) of the SEBI Act and who is eligible to procure Bids at the Designated CDP Locations in terms of the Circular on Streamlining of Public Issues.
Collecting Registrar and Share Transfer Agents/CRTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of the Circular on Streamlining of Public Issues.
Cut-off Price	Offer Price as finalised by our Company and the Selling Shareholders, in consultation with the BRLMs, which may be any price within the Price Band.
Demographic Details	Details of the Bidders including the Bidders' address, names of the Bidders' father/husband, investor status, occupation and bank account details.
Designated Branches	Such branches of the SCSBs which shall collect the Bid cum Application Forms used by Bidders (other than Anchor Investors), a list of which is available at the website of the SEBI (http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes) and updated from time to time and at such other website as prescribed by SEBI from time to time.
Designated CDP Locations	Such centres of the Collecting Depository Participants where Bidders (except Anchor Investors) can submit the Bid cum Application Forms. The details of such Designated CDP Locations, along with the names and contact details of the CDPs are available on the respective websites of the Stock Exchanges and updated from time to time.
Designated Date	The date on which funds are transferred from the Escrow Account and instructions are given to the SCSBs to unblock the ASBA Accounts and transfer the amounts blocked by the SCSBs, from the ASBA Accounts, to the Public Offer Account or the Refund Account, as applicable, in terms of the Red Herring Prospectus and the aforesaid transfer and instructions

Term	Description
	shall be issued only after finalisation of Basis of Allotment in consultation with the Designated Stock Exchange.
Designated Intermediaries	Collectively, the members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, CDPs and CRTAs, who are authorised to collect Bid cum Application Forms from the Bidders (other than Anchor Investors), in relation to the Offer.
Designated RTA Locations	Such centres of the CRTAs where Bidders (except Anchor Investors) can submit the Bid cum Application Forms. The details of such Designated RTA Locations, along with the names and contact details of the CRTAs are available on the respective websites of the Stock Exchanges (www.nseindia.com and www.bseindia.com) and updated from time to time.
Designated Stock Exchange	[●]
Draft Red Herring Prospectus/ DRHP	This draft red herring prospectus dated September 20, 2018, issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which our Equity Shares will be Allotted and the size of the Offer, including any addenda or corrigenda thereto.
Eligible NRI	A non-resident Indian investing in the Offer on non-repatriation basis under Schedule IV of FEMA 20, resident in a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the Red Herring Prospectus constitutes an invitation to subscribe to the Equity Shares.
Escrow Account(s)	Account(s) opened with Escrow Bank and in whose favour the Anchor Investors will transfer money through direct credit or NACH or NEFT or RTGS in respect of the Bid Amount when submitting a Bid.
Escrow Agreement	Agreement to be entered into among our Company, the Selling Shareholders, the Registrar to the Offer, the BRLMs and the Banker(s) to the Offer for collection of the Bid Amounts and where applicable remitting refunds, if any, on the terms and conditions thereof.
Escrow Bank	A bank, which is a clearing member and registered with SEBI as a banker to an issue and with whom the Escrow Account will be opened.
First Bidder	The Bidder whose name appears first in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name appears as the first holder of the beneficiary account held in joint names.
Floor Price	The lower end of the Price Band, subject to any revisions thereof, at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids will be accepted, and which shall not be less than the face value of the Equity Shares.
Fresh Issue	The issue of up to [●] Equity Shares aggregating up to ₹ 1,250 million by our Company for subscription pursuant to the terms of the Red Herring Prospectus.
General Information Document	The General Information Document for investing in public issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013, notified by SEBI and updated pursuant to the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015, the circular (CIR/CFD/DIL/1/2016) dated January 1, 2016 and (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, notified by SEBI and included in "Offer Procedure" on page 343.
Gross Proceeds	The gross proceeds of the Fresh Issue that will be available to our Company.
ISEC	ICICI Securities Limited
Maximum RIIs Allottees	The maximum number of RIIs who can be allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot.
Minimum Promoters' Contribution	Aggregate of 20% of the fully diluted post- Offer equity share capital of our Company that are eligible to form part of the minimum promoter's contribution, as required under the provisions of the SEBI ICDR Regulations, held by our Promoters that shall be locked-in for a period of three years from the date of Allotment.
Mutual Fund Portion	5% of the Net QIB Portion or [●] Equity Shares, which shall be available for allocation to Mutual Funds only, on a proportionate basis, subject to valid Bids being received at or above the Offer Price.
Net QIB Portion	The portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investors.
Net Proceeds	Gross Proceeds less Offer expenses to the extent applicable to the Fresh Issue
Non-Institutional Investors/NIB	All Bidders, including Category III FPIs that are not QIBs (including Anchor Investors) or Retail Individual Investors, who have Bid for Equity Shares for an amount of more than ₹200,000 (but not including NRIs other than Eligible NRIs).

Term	Description
Non-Institutional Portion	The portion of the Offer, being not less than 15% of the Offer or [●] Equity Shares, available for allocation on a proportionate basis to Non-Institutional Investors, subject to valid Bids being received at or above the Offer Price.
Offer	The initial public offer of up to [●] Equity Shares of face value of ₹10 each for cash at a price of ₹[●] each aggregating up to ₹[●] million, consisting of: (i) Fresh Issue of up to [●] Equity Shares aggregating up to ₹ 1,250 million; Offer for Sale of up to 3,164,000 Equity Shares aggregating up to ₹ [●] million by the Selling Shareholders.
Offer Agreement	The agreement dated September 20, 2018 entered into among our Company, the Selling Shareholders and the BRLMs, pursuant to which certain arrangements are agreed to in relation to the Offer.
Offer Price	The final price at which Equity Shares will be Allotted to the successful Bidders (except Anchor Investors), as determined in accordance with the Book Building Process and determined by our Company and the Selling Shareholders, in consultation with the BRLMs, in terms of the Red Herring Prospectus on the Pricing Date.
Offer Proceeds	The Gross Proceeds of this Offer based on the total number of Equity Shares Allotted under this Offer and the Offer Price.
Offer for Sale	The offer for sale of up to 3,164,000 Equity Shares comprising up to 360,000 Equity Shares by Janak Shah, up to 360,000 Equity Shares by Maya Shah and up to 2,444,000 Equity Shares by NYLIM JB, aggregating up to ₹ [●] million, in terms of the Red Herring Prospectus.
Offered Shares	Up to 3,164,000 Equity Shares aggregating up to ₹[●] million offered by the Selling Shareholders in the Offer for Sale.
Price Band	Price band of the Floor Price of ₹[●] and a Cap Price of ₹[●], including any revisions thereof. The Price Band and the minimum Bid Lot size for the Offer will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, and shall be advertised in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper) and the [●] edition of [●] (a widely circulated Marathi newspaper, Marathi being the regional language of Maharashtra where our Registered Office is located) at least five Working Days prior to the Bid/ Offer Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price and shall be made available to the Stock Exchanges for the purpose of uploading on their websites.
Pricing Date	The date on which our Company and the Selling Shareholders, in consultation with the BRLMs, shall finalise the Offer Price.
Prospectus	The Prospectus to be filed with the RoC in relation to this Offer, on or after the Pricing Date in accordance with the provisions of Section 26 of the Companies Act, 2013 and the SEBI ICDR Regulations, containing the Offer Price, the size of the Offer and certain other information, including any addenda or corrigenda thereto.
Public Offer Account	The account(s) to be opened with the Banker(s) to the Offer under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Account(s) and the ASBA Accounts on the Designated Date.
Public Offer Account Bank	The banks with whom the Public Offer Account is opened for collection of Bid Amounts from Escrow Account and ASBA Account on the Designated Date.
QIB Portion	The portion of the Offer, being not more than 50% of the Offer or [●] Equity Shares to be Allotted to QIBs on a proportionate basis, including the Anchor Investor Portion (in which allocation shall be on a discretionary basis, as determined by our Company and the Selling Shareholders, in consultation with the BRLMs), subject to valid Bids being received at or above the Offer Price.
Qualified Institutional Buyers/ QIBs	A qualified institutional buyer as defined under Regulation 2(1)(zd) of the SEBI ICDR Regulations.
Red Herring Prospectus/RHP	The red herring prospectus to be issued in accordance with Section 32 of the Companies Act, 2013 and the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares shall be Allotted and which shall be filed with the RoC at least three Working Days before the Bid/ Offer Opening Date and will become the Prospectus after filing with the RoC after the Pricing Date, including any addenda or corrigenda thereto.

Term	Description
Refund Account(s)	Account(s) opened with the Refund Bank from which refunds, if any, of the whole or part of the Bid Amount shall be made to Anchor Investors.
Refund Bank(s)	The bank(s) with whom the Refund Account(s) will be opened.
Registered Brokers	Stock brokers registered with SEBI and the stock exchanges having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of circular number CIR/CFD/14/2012 dated October 14, 2012, issued by SEBI.
Registrar Agreement	The agreement dated September 18, 2018, entered into among our Company, the Selling Shareholders and the Registrar to the Offer in relation to the responsibilities and obligations of the Registrar to the Offer pertaining to the Offer.
Registrar to the Offer	Link Intime India Private Limited.
Retail Portion	The portion of the Offer, being not less than 35% of the Offer or [●] Equity Shares, available for allocation to Retail Individual Investors, which shall not be less than the minimum Bid lot, subject to availability in the Retail Portion.
Retail Individual Investors/RIIs	Bidders whose Bid Amount for Equity Shares in the Offer is not more than ₹200,000 in any of the bidding options in the Offer (including HUFs applying through their karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).
Revision Form	The form used by the Bidders to modify the quantity of Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s), as applicable. QIBs and Non-Institutional Investors are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders can revise their Bids during the Bid/ Offer Period and withdraw their Bids until Bid/Offer Closing Date.
Self Certified Syndicate Banks/SCSBs	The banks registered with the SEBI which offer the facility of ASBA and the list of which is available on the website of the SEBI (http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes) and updated from time to time and at such other websites as may be prescribed by SEBI from time to time.
Share Escrow Agreement	The agreement to be entered into among the Selling Shareholders, our Company and a share escrow agent in connection with the transfer of the Offered Shares and credit of such Equity Shares to the demat account of the Allottees.
Specified Locations	Bidding centres where the Syndicate shall accept Bid cum Application Forms, a list of which is included in the Bid cum Application Form.
Stock Exchanges	Collectively, BSE Limited and National Stock Exchange of India Limited.
Syndicate Agreement	The agreement to be entered into among the members of the Syndicate, our Company and the Selling Shareholders in relation to the collection of Bid cum Application Forms by the Syndicate Members (other than Bids directly submitted to the SCSBs under the ASBA process and Bids submitted to the Registered Brokers at the Broker Centres).
Syndicate Members	Intermediaries registered with the SEBI and permitted to carry out activities as an underwriter, as may be appointed by our Company, in consultation with the BRLMs.
Syndicate or members of the Syndicate	Collectively, the BRLMs and the Syndicate Members.
Systemically Important Non-Banking Financial Company	Systemically important non-banking financial company as defined under Regulation 2(1)(z1a) of the SEBI ICDR Regulations, as a non-banking financial company registered with the Reserve Bank of India and having a net-worth of more than five thousand million rupees as per the last audited financial statements.
Underwriters	The underwriters to be appointed in terms of the Underwriting Agreement.
Underwriting Agreement	The agreement to be entered into among our Company, the Selling Shareholders and the Underwriters on or after the Pricing Date but prior to filing of the Prospectus.
Working Day(s)	Any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, with reference to (a) announcement of Price Band; and (b) Bid/ Offer Period, "Working Day" shall mean any day, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per the SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016.

Industry Related Terms

Term	Description
APAC	Asia Pacific to include Australia, China, Hong Kong, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Serbia, Singapore, Taiwan, Thailand and Vietnam
API	Active Pharmaceutical Ingredient
BLA	Biologics License Application
CAGR	CAGR (Compound annual growth rate) represents annualised average year- over-year growth rate over a specific period of time which is calculated using the formula: $\left\{ \left[\frac{V(t_n)}{V(t_o)} \right]^{1/(t_n-t_o)} - 1 \right\}$ V(t_o): Start Value, V(t_n): Finish Value, t_n: Start Date, t_o: Finish Date and t_n-t_o: number of years
CDMO	Contract Development and Manufacturing Organization
CIS	Commonwealth of Independent States which includes Belarus
CMO	Contract Manufacturing Organizations
CNS	Central Nervous System
CVC	Cardiovascular
DACA	Drug Administration and Controlling Authority
DC Rules	Drugs and Cosmetics Rules, 1945
DC Act	Drugs and Cosmetics Act, 1940
DPCO	Drugs (Price Control) Order, 2013
ER	Extended Release
EU5	European Union which includes France, Germany Italy, Spain and UK
FDA	Food and Drug Administration
FDI	Foreign Direct Investment
FSSA	Food Safety and Standards Act, 2006
FSSAI	Food Safety and Standards Authority of India
GCP	Good Clinical Practices
GMP	Good Manufacturing Practice
ICH	International Conference on Harmonization
IR	Immediate release
KFDA	Korea Food and Drug Authority
LATAM	Latin America which includes Argentina, Brazil, Central America, Chile, Colombia, Dominican Republic, Ecuador, Mexico, Peru, Uruguay, Venezuela
M&A	Mergers and Acquisitions
MEA	Middle East and North Africa which includes Algeria, Egypt, French West Africa, Jordan, Kuwait, Morocco, Saudi Arabia, South Africa, Tunisia and UAE
MNC	Multinational Companies
NDA	New Drug Application
NDPS Act	Narcotic Drugs and Psychotropic Substances Act, 1985
Non-IR	Non-Immediate release
OSDF	Oral Solid Dosage Formulation
Pharmexcil	Pharmaceuticals Export Promotion Council of India
R&D	Research and Development
ROE	Rest of Europe which includes Austria, Belgium, Bosnia, Bulgaria, Croatia, Czech Republic, Estonia, Finland, Greece, Hungary, Ireland, Latvia, Lebanon, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Switzerland and Turkey
SAARC	South Asian Association for Regional Cooperation

Term	Description
Tab	Tablet
US	United States
UT	Union Territory

Conventional and General Terms and Abbreviations

Term	Description
AIF(s)	Alternative Investment Funds, as defined in, and registered under the SEBI AIF Regulations
Air Act	Air (Prevention and Control of Pollution) Act, 1981
BSE	BSE Limited
Category III FPIs	FPIs registered as category III FPIs under the SEBI FPI Regulations, which shall include all other FPIs not eligible under category I and II foreign portfolio investors, such as endowments, charitable societies, charitable trusts, foundations, corporate bodies, trusts, individuals and family offices
CCI	Competition Commission of India
CDSL	Central Depository Services (India) Limited
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CGST Act, 2017	Central Goods and Services Tax Act, 2017
CIN	Corporate Identity Number
CLRA	Contract Labour (Regulation and Abolition) Act, 1970
Companies Act	Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections) and the Companies Act, 2013, read with the rules, regulations, clarifications and modifications thereunder
Companies Act, 1956	Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections) and the rules, regulations, modifications and clarifications made thereunder as the context requires
Companies Act, 2013	Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, read with the rules, regulations, notifications, clarifications and modifications thereunder
Competition Act	Competition Act, 2002
CPC	Code of Civil Procedure, 1908
CSR	Corporate Social Responsibility
CRISIL	Credit Rating Information Services of India Limited
Demat	Dematerialised
Depositories Act	The Depositories Act, 1996
Depository	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996
DIPP	Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, GoI
DP ID	Depository Participant's Identity number
EBITDA	Earnings before interest, tax, depreciation, amortization and other income. For further details please see " <i>Summary Financial Information – Reconciliation of Restated EBITDA to restated Profit attributable to equity shareholders for the period</i> " on page 58 of this Draft Red Herring Prospectus
Environment Act	Environment (Protection) Act, 1986
EPF Act	Employees' Provident Fund and Miscellaneous Provisions Act, 1952
EPS	Earnings per share
ESI Act	Employees' State Insurance Act, 1948
FCNR Account	Foreign Currency Non-Resident (Bank) account established in accordance with the FEMA
FDI	Foreign direct investment
FDI Policy	The consolidated FDI Policy, effective from August 28, 2017, issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, and any modifications thereto or substitutions thereof, issued from time to time
FEMA	The Foreign Exchange Management Act, 1999 read with rules, regulations, notifications, circulars and directions thereunder.

Term	Description
FEMA 20	Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017
Finance Act	Finance Act, 2018
Financial Year/Fiscal/Fiscal Year	The period of 12 months commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year
FPIs	Foreign Portfolio Investors, as defined and registered with SEBI under SEBI FPI Regulations
FVCI	Foreign venture capital investors as defined and registered with SEBI under the SEBI FVCI Regulations.
GAAR	General Anti-Avoidance Rules
GDP	Gross Domestic Product
GoI/Central Government/ Government	The Government of India
Gross Margin	Net revenue from operations (comprising of revenue from operations relating to sale of products net of excise duty on sale of goods) less total cost (comprising of cost of material consumed, purchase of traded goods, decrease / (increase) in inventories of finished goods, traded goods and work in progress). For further details, see “ <i>Summary Financial Information- Computation of Gross Margin</i> ” on page 57.
GST	Goods and Services Tax
HUF(s)	Hindu Undivided Family(ies)
Hazardous Waste Rules	Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016
ICAI	Institute of Chartered Accountants of India
ICAI Guidance Note	Guidance Note on reports in company prospectuses issued by ICAI
ICDS	Income Computation and Disclosure Standards
IFRS	International Financial Reporting Standards
IFSC	Indian Financial System Code
IGST Act, 2017	Integrated Goods and Services Tax Act, 2017
Income Tax Act	Income Tax Act, 1961
Ind AS	Indian Accounting Standards prescribed under Section 133 of the Companies Act, 2013 read with Rule 3 of Companies (Indian Accounting Standard) Rules, 2015 (as amended), and which may become applicable to our Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Statements by the Board of Directors of the Company
Indian GAAP/ IGAAP/ Previous GAAP	In accordance with the accounting principles generally accepted in India, including the Accounting Standards as prescribed under Section 133 of the Companies Act, 2013 read with Rule 7 of the Companies (Accounts) Rules, 2014 and Companies (Accounting Standards Amendment) Rules, 2016 (as amended)
INR/Rupee/₹/Rs.	Indian Rupee, the official currency of the Republic of India
IPO	Initial public offering
IT	Information Technology
LLP	Limited Liability Partnership
MCA	Ministry of Corporate Affairs, GoI
Mn	Million
Mutual Funds	Mutual funds registered with the SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
N.A.	Not applicable
NCDs	Non-convertible debentures
Notified Sections	Sections of the Companies Act, 2013 that have been notified by the MCA and are currently in effect
NR/Non-resident	A person resident outside India, as defined under FEMA and includes NRIs, FVCIs and FPIs
NRI	Non-Resident Indian as defined under the FEMA 20
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
P/E Ratio	Price/Earnings Ratio

Term	Description
PAN	Permanent account number
PAT	Profit after tax
Patents Act	The Patents Act, 1970
RBI	Reserve Bank of India
Regulation S	Regulation S under the U.S. Securities Act
SCRA	Securities Contract (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SE Act	Shops and establishment legislations as enacted by various state governments
SEBI	Securities and Exchange Board of India constituted under the SEBI Act
SEBI Act	Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
SEBI Circular	SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 31, 2016 on clarification regarding applicability of Indian Accounting Standards to disclosures in offer documents under the SEBI ICDR Regulations
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009
SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SGST Act, 2017	State Goods and Services Tax Act, 2017, as enacted by various state governments
STT	Securities Transaction Tax
Takeover Regulations	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
Trademarks Act	Trademarks Act, 1999
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
US\$/USD/US Dollar	United States Dollar, the official currency of the United States of America
USA/U.S./US/United States	United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
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 SEBI AIF Regulations, as the case may be
Water Act	The Water (Prevention and Control of Pollution) Act, 1974
WHO-GMP	World Health Organisation - Good Manufacturing Practice

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

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

Certain Conventions

All references in this Draft Red Herring Prospectus to “India” are to the Republic of India.

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

Financial Data

Unless the context requires otherwise, the financial information in this Draft Red Herring Prospectus is derived from our Restated Financial Statements. Our Company’s financial year commences on April 1 of the immediately preceding calendar year and ends on March 31 of that particular calendar year, so all references to a particular financial year or fiscal are to the 12-month period commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular calendar year. Unless the context requires otherwise, all references to a year in this Draft Red Herring Prospectus are to a calendar year and references to a Fiscal/Fiscal Year are to the year ended on March 31, of that calendar year.

Our Company has prepared its financial statements until March 31, 2018 in accordance with the requirements of Indian GAAP. For the purpose of this Draft Red Herring Prospectus, our Company has elected to present the restated financial information for the last five Fiscals as per requirement of SEBI Circular and ICAI guidance note instead of Indian GAAP and which comprises of a) the restated financial information as at and for the year ended March 31, 2018, prepared as per recognition and measurement principles under Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and which may become applicable to our Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of the Restated Financial Statements by the Board of Directors of our Company with the transition date of April 1, 2017, requirements of the SEBI Circular and ICAI Guidance Note; and b) the restated financial information as at and for the years ended March 31, 2017, 2016, 2015 and 2014, prepared on proforma basis in accordance with the same accounting policies as applied for year ended March 31, 2018, requirements of SEBI Circular and ICAI Guidance note. For further details, see “*Risk Factors - The Company will prepare its first annual set of financial statements in accordance with Ind AS from the accounting year ending March 31, 2019. As a result, our Restated Financial Statements included in this Draft Red Herring Prospectus may differ from such financials once prepared*” on page 21.

Ind AS which differs in some material respects from IFRS and U.S. GAAP. Accordingly, the degree to which our Restated Financial Statements, as included in this Draft Red Herring Prospectus, will provide meaningful information is entirely dependent on the reader’s level of familiarity with the Companies Act, 2013, Ind AS and the SEBI ICDR Regulations. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited. We have not attempted to quantify the impact of IFRS or U.S. GAAP on the financial data included in this Draft Red Herring Prospectus, nor do we provide a reconciliation of our financial statements to those under U.S. GAAP or IFRS. Furthermore, no attempt has been made to identify disclosures, presentation or classification of differences that would affect the manner in which transactions and events are reflected in our financial statements or the respective notes thereunder. We urge you to consult your own advisors regarding such differences and their impact on our financial data. See “*Risk Factors - Significant differences exist between Ind AS and other accounting principles, such as Indian GAAP, IFRS and U.S. GAAP, which may be material to investors’ assessment of our financial condition.*” on page 33.

EBITDA, Net Worth, Net Asset value per share, compounded annual growth rate (CAGR), Gross Margin, Return on Net Worth (“**Non-GAAP measures**”) presented in this Draft Red Herring Prospectus are supplemental measures of our performance and liquidity that are not required by, or presented in accordance with, Ind AS, IFRS or US GAAP. Furthermore, these Non-GAAP measures, are not a measurement of our financial performance or liquidity under Indian GAAP, IFRS or US GAAP and should not be considered as an alternative to net profit/loss, revenue from operations or any other performance measures derived in accordance with Ind AS, IFRS or US GAAP or as an alternative to cash flow from operations or as a measure of our liquidity. In addition, Non-GAAP measures used are not a standardised term, hence a direct comparison of Non-GAAP measures between companies

may not be possible. Other companies may calculate Non-GAAP measures differently from us, limiting its usefulness as a comparative measure.

Unless the context otherwise indicates, any percentage amounts, as set forth in “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 17, 113 and 280, respectively, and elsewhere in this Draft Red Herring Prospectus have been calculated on the basis of the Restated Financial Statements of our Company.

Certain figures contained in this Draft Red Herring Prospectus, including financial information, have been subject to rounding adjustments. All decimals have been rounded off to two decimal points. In certain instances, (i) the sum or percentage change of such numbers may not conform exactly to the total figure given; and (ii) the sum of the numbers in a column or row in certain tables may not conform exactly to the total figure given for that column or row. 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.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Red Herring Prospectus has been obtained or derived report titled “*Value Added Generics Pharmaceuticals Market*” dated September 17, 2018 that we have commissioned from Frost & Sullivan (I) Private Limited” (“**F&S 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 and accordingly, investment decisions should not be based on such information. Although we believe that the industry and market data used in this Draft Red Herring Prospectus is reliable, it has not been independently verified by us, the Selling Shareholders, the BRLMs or any of our or their respective affiliates or advisors and none of these parties make any representation as to the accuracy of this information. The data used in these sources may have been reclassified by us for the purposes of presentation. Data from these sources may also not be comparable.

The extent to which the 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.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors. For further details, see “*Risk Factors –We have commissioned industry reports from certain agencies, which have been used for industry related data in this Draft Red Herring Prospectus and such data has not been independently verified by us*” on page 33. Accordingly, investment decisions should not be based solely on such information.

In accordance with the SEBI ICDR Regulations, the section “*Basis for Offer Price*” on page 89 includes information relating to our peer group companies. Such information has been derived from publicly available sources, and neither we nor the BRLMs have independently verified such information.

Currency and Units of Presentation

All references to:

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

Our Company has presented certain numerical information in this Draft Red Herring Prospectus in “million” units. One million represents 1,000,000 and one billion represents 1,000,000,000. All the numbers in this Draft Red Herring Prospectus are in million or in whole numbers where the numbers have been too small to present in million, as appropriate.

Exchange Rates

This Draft Red Herring Prospectus may contain conversions of certain other currency amounts into Indian Rupees that have been presented solely to comply with the requirements of the SEBI ICDR Regulations. These

conversions should not be construed as a representation that such currency amounts could have been, or can be converted into Indian Rupees, at any particular rate, or at all.

The exchange rates of certain currencies used in this Draft Red Herring Prospectus into Indian Rupees for the periods indicated are provided below:

(in ₹)

Currency	Exchange rate as on				
	March 31, 2018	March 31, 2017	March 31, 2016	March 31, 2015	March 31, 2014
1 USD	65.04	64.84	66.33	62.59	60.10

Source: RBI reference rate; except otherwise specified.

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

FORWARD-LOOKING STATEMENTS

This Draft Red Herring Prospectus contains certain “forward-looking statements”. These forward-looking statements include statements which can generally be identified by words or phrases such as “aim”, “anticipate”, “believe”, “expect”, “estimate”, “intend”, “likely to”, “objective”, “plan”, “propose”, “project”, “will”, “will continue”, “seek to”, “will pursue”, or other words or phrases of similar import. Similarly, statements that describe our Company’s strategies, objectives, plans or goals are also forward-looking statements.

These forward-looking statements, whether made by us or a third-party, are based on our current plans, estimates, presumptions and expectations and actual results may differ materially from those suggested by such forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement.

This may be due to risks or uncertainties or assumptions associated with the 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 domestic laws, regulations and taxes, changes in competition in the industry and incidence of any natural calamities and/or acts of violence. Important factors that could cause actual results to differ materially from our Company’s expectations include, but are not limited to, the following:

- any disruption in production at, or shutdown of, our manufacturing facility;
- success of product development process and our ability to conceptualise new products;
- our ability to maintain relationship with our partners;
- timely availability of raw materials or an increase in our raw material costs, or other input costs;
- any quality control problems at our manufacturing facility;
- grant of product approvals from respective regulatory authorities;
- ability to comply with regulations prescribed by government and regulatory agencies and ability to obtain, renew and maintain statutory and regulatory permits;
- regulatory restrictions on pricing our products;
- our ability to protect our intellectual property rights, particularly our patented as well as proprietary information;
- fluctuations in exchange rates; and
- increase in competition in the value added OSDF market.

For a further discussion of factors that could cause our actual results to differ from our expectations, see “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 17, 113 and 280, respectively. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated and are not a guarantee of future performance.

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

Forward-looking statements reflect the current views of our Company as on the date of this Draft Red Herring Prospectus and are not a guarantee of future performance. These statements are based on the management’s belief and assumptions, which in turn are based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions as well as statements based on them could prove to be inaccurate. Neither our Company, the Selling Shareholders, our Promoters, our Directors, the BRLMs, nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

In accordance with regulatory requirements, our Company will ensure that investors in India are informed of material developments from the date of registration of the Red Herring Prospectus with the RoC until receipt of

final listing and trading approvals by the Stock Exchanges for this Offer. The Selling Shareholders shall ensure that they will keep our Company and the BRLMs informed of all developments pertaining to Offered Shares and themselves, that may be material from the context of the Offer.

SECTION II: RISK FACTORS

An investment in the equity shares involves a high degree of risk. You should carefully consider all of the information in this Draft Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in our Equity Shares. Bidders should pay particular attention to the fact that we are governed in India by a legal and regulatory environment which in some material respects may be different from that which prevails in other countries. In making an investment decision, Bidders must rely on their own examination of our Company and the terms of the Offer, including the risks involved. If any or some combination of the following risks occur or if any of the risks that are currently not known or deemed to be not relevant or material now, occur, our business, prospects, financial condition, cash flows and results of operations could suffer, the trading price of the Equity Shares could decline, and you may lose all or part of your investment. To obtain a more detailed understanding of our business and operations, please read this section in conjunction with the sections titled “Our Business”, “Industry Overview” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” on pages 113, 95 and 280, respectively.

We have described the risks and uncertainties that our management believes are material, but these risks and uncertainties may not be the only ones we face. Additional risks and uncertainties, including those we are not aware of, or deem immaterial or irrelevant, may also result in decreased revenues, increased expenses or other events that could result in a decline in the value of the Equity Shares. Unless specified or quantified in the relevant risk factors below, we are not in a position to quantify the financial or other implication of any of the risks described in this section. You should not invest in this Offer unless you are prepared to accept the risk of losing all or part of your investment, and you should consult your tax, financial and legal advisors about the particular consequences to you of an investment in the Equity Shares.

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.

Unless otherwise indicated or context requires otherwise, all financial information included herein are based on our Restated Financial Statements. Please see “Financial Information” on page 162.

Internal Risk Factors

Risks Relating to our Business

1. *Any disruption in production at, or shutdown of, our manufacturing facility could adversely affect our business, results of operations and financial condition.*

We have a modern accredited manufacturing facility which is located in Ambernath, Maharashtra and we currently manufacture all our products at the Ambernath Facility. Our business is dependent upon our ability to manage the Ambernath Facility, which is subject to various operating risks, including those beyond our control, such as the breakdown and failure of equipment or industrial accidents, severe weather conditions and natural disasters.

Although we have not experienced any instances of disruptions at the Ambernath Facility in the past, we cannot assure you that we will not face any disruptions in our operations in the future. In the event that there are any disruptions at our Ambernath Facility due to natural or man-made disasters, workforce disruptions, regulatory approval delays, fire, failure of machinery, lack of access to assured supply of electrical power and water at reasonable costs or any significant social, political or economic disturbances, our ability to manufacture our products may be adversely affected.

Disruptions in our manufacturing activities could delay production or require us to shut down our manufacturing facility. Any contravention of or non-compliance with the terms of various regulatory approvals applicable to our manufacturing facility may also require us to cease, or limit, production until such non-compliance is remedied to the satisfaction of relevant regulatory authorities. Except one incident of labour unrest in Thane, we have not in the recent past experienced any strikes or employee or labor unrest at our manufacturing facility, we cannot assure you that we will not experience work disruptions in the future resulting from any dispute with our employees or other problems associated with our employees and the labor involved in our manufacturing facility. Occurrence of any of the above-mentioned events may hinder our

regular operating activities and lead to disruptions in our operations, which could adversely affect our business, prospects, financial condition, cash flows and results of operations.

- 2. The success of product development process is dependent on various steps carried out in the process of product development, which may or may not be in control of the Company. Any failure to achieve monetisation of our new products may adversely impact, our business, operating results and future prospects.***

The process of development of our products is dependent on various steps. New product development and launches are critical components to the growth and sustenance of our business, and involves several risks including development uncertainties, increased competition, lower than anticipated price realizations, delays in market launch and marketing failure. To successfully develop new products, we commit substantial efforts, expenditures and other resources to R&D.

Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively. For further details see “*Summary Financial Information – Summary of expenditure directly related to research and development*” on page 56. At any point in time due to either failure of a particular step or commercial unviability of our product, the research and development activities related to such product may be suspended or discontinued. A significant amount of time is spent before commercialisation of a product which varies depending on the product complexity and the regulatory body approving the product. The success of a product depends on internal and external factors, including government policies, laws, rules and regulations, expertise in the therapeutic area, early decision making, commercial viability, infrastructure both in terms of internal and external e.g. clinical trial set up, approvals/delay in approval by regulatory authorities, site selection, patient recruitment rate during clinical trials, etc, efficacy and safety outcomes in clinical trials and changing treatment landscape. Any failure at any of the stages of the process may entail rescheduling or revising the planned expenditure and funding requirements, including the expenditure for a particular purpose. In the event, product development by our Company fails at any step, our business, operating results and future prospects will be adversely affected.

- 3. There is a long-time gap between development and commercialisation of a product. Any failure or delay in obtaining such commercialisation may adversely impact our business operations and financial condition.***

Typically, our products undergo various stages of development and trials before it may be commercialised and involves obtaining various regulatory approvals at each stage. Our revenues from sale of products may decline as a result of regulatory action which may not necessarily be limited to our clients or us, pricing pressures, reduction in our research and development activities. Similarly, in the event of any breakthrough in the development of alternative drugs, our products may become obsolete and we may have to increase our budgetary allocations towards R&D. Our future earnings in relation to our business are dependent on the performance of our product development process. We may not be able to generate any future revenues from products including any anticipated earnings on successful commercialisation of the product, where our product fails to clear clinical trial stages or receive regulatory approvals.

Further, in order to remain competitive, we must develop, test and manufacture new products which meet regulatory standards and receive requisite regulatory approvals. We are also required to identify market trends, adapt to changes in industry and innovate new products. To accomplish this, we commit substantial efforts, funds and other resources to R&D. Our ongoing investments in new product launches and R&D for future products may result in higher costs without a proportionate increase in revenues.

Any delays during the development process, including delays in receiving any necessary regulatory approvals for our products, may affect our collaborative arrangements with third parties, as well as our operating results. As we are involved in a highly regulated industry, we are required to obtain regulatory approvals based on a product’s safety, efficacy and quality before it can be marketed for an indication in a particular country, and we must also maintain and comply with licenses and other regulations relating to its manufacture and marketing. The submission of an application to regulatory authorities (which vary, with different requirements, in each region or country) may or may not lead to the grant of marketing approval. Regulators

may refuse to grant approval or may require additional data before approval is given, even though the medicine may already be launched or available in other countries.

We attempt to manage the above risks related to the launch of new products and the required regulatory approvals through careful market research for selection of new products, detailed project planning and continuous monitoring. However, if we are unsuccessful in such risk management efforts or experience delays in the development of new generic formulations, our business, financial condition and results of operations may be materially and adversely affected.

4. *Any shortfall in the supply of our raw materials or an increase in our raw material costs, or other input costs, may adversely affect the pricing and supply of our products and have an adverse effect on our business, results of operations and financial condition.*

The success of our operations depends on, among other things, our ability to source raw materials at competitive prices. Raw materials are subject to supply disruptions and price volatility caused by various factors such as commodity market fluctuations, the quality and availability of raw materials, currency fluctuations, consumer demand, changes in government policies and regulatory sanctions.

We do not have any long-term contracts with our suppliers. We typically enter into a one-year contract with respect to our key raw materials which provide for renegotiation of prices in case of significant fluctuation in raw material prices or foreign currency fluctuations. We seek to source our materials from reputed suppliers and typically seek quotations from multiple suppliers. However, our suppliers may be unable to provide us with a sufficient quantity of raw materials, at prices acceptable to us, for us to meet the demand for our products.

Our ability to pass on increases in the cost of raw materials 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 our Company. We are also subject to the risk that one or more of our existing suppliers may discontinue their operations, which may adversely affect our ability to source raw materials at a competitive price. Any increase in raw material prices may result in corresponding increases in our product costs. A failure to maintain our required supply of raw materials, and any inability on our part to find alternate sources for the procurement of such raw materials, on acceptable terms, could adversely affect our ability to deliver our products to our partners in an efficient, reliable and timely manner, and adversely affect our business, results of operations and financial condition.

5. *Any quality control problems at our manufacturing facility may damage our reputation and expose us to litigation or other liabilities, which could adversely affect our results of operations and financial condition.*

We currently manufacture all our products at Ambernath Facility. We are liable for the quality of our products for the entire duration of the shelf life of the product. After our products reach the market, certain developments could adversely affect demand for our products, including any contamination of our products by intermediaries, re-review of products that are already marketed, new scientific information, the discovery of previously unknown side effects or the recall or loss of approval of products that we manufacture, market or sell. Our manufacturing facility and our products are subject to applicable regulatory approvals and periodic audits by various regulatory authorities. In the event that we are unable to obtain or maintain such regulatory approvals in the context of our operations, or in the event that any quality audit conducted by such regulatory authorities establishes significant non-compliance with applicable quality standards which are not immediately remedied in a timely manner by us, we may receive sanctions or adverse notifications that affect our ability to continue with the production of the relevant products at the Ambernath Facility, affect applications for product approval pending with various regulatory authorities and disruption and discontinuance of operations at the relevant manufacturing facility.

Any such quality control, or related issues, which affect our products, including the requirement to recall such products, may have an adverse impact on our reputation, business and results of operations. Further, disputes over non-conformity of our products with applicable quality standards or specifications may be referred to government approved independent testing laboratories. If any such independent laboratory confirms that our products do not conform to the prescribed or agreed standards and specifications, we may have to bear the expenses of recalling, replacing and testing such products. We are also required to meet quality standards and other specifications as set out in our supply agreements and other contractual arrangements, and a failure to meet these specifications could give rise to claims from our counterparties. Any such claims may disrupt our

operations which could adversely affect our business, financial condition and results of operations. Further, regulatory authorities may also direct our Company to discontinue manufacture or sale of products through a specific or general order.

Further, we also face the risk of loss resulting from, and the adverse publicity associated with, product liability lawsuits, whether or not such claims are valid. We may be subject to claims resulting from manufacturing defects or negligence in storage or handling which may lead to the deterioration of our products.

6. *A significant portion of our revenues are denominated in foreign currencies. As a result, our Company is exposed to foreign currency exchange risks.*

We derive a significant portion of our revenues from exports to our partners in international markets. As of March 31, 2018, approximately 65.93% of our revenue was generated from the exports. Some of our expenditures, including raw materials costs and freight costs are also denominated in foreign currencies. Consequently, we are exposed to exchange rate fluctuations between the Indian Rupee and U.S. dollars and other foreign currencies. Significant currency exchange rate fluctuations and currency devaluations could have an adverse effect on our results of operations.

The exchange rate between the Indian Rupee and the foreign currencies has changed considerably in recent years and may further fluctuate in the future. Any devaluation of foreign currencies against the Indian Rupee may result in reduction of our margins and consequently have an adverse effect on business and result of operations.

7. *Export authorities in countries to which we export our products may impose varying duties on our products. Any increase in such duties may adversely affect our business and results of operations.*

A significant percentage of our products are sold in various countries and markets outside India. In Fiscal 2018, we sold our products in 28 countries across various regions outside India such as SAARC (excluding India), North America, Latin America, Middle East and Africa, Europe, South East Asia and CIS. For the Fiscals 2018 and 2017 and 2016, we derived 65.14%, 54.48% and 43.57% of our revenue from sales outside India, respectively. These destination countries and markets for our products may impose varying duties and other levies on our products, which may affect our ability to compete with local manufacturers and other competitors with more widespread operations that may enable them to coordinate delivery and supplies from strategically located manufacturing facility in a more cost competitive manner. There can be no assurance that the duties or other levies imposed on our products by such destination countries will not change or increase, or that such change or increase will not adversely affect our business and results of operations.

8. *We derive a significant portion of our revenue from certain partners, and the loss of one or more such partners, the deterioration of their financial condition or prospects, or a reduction in their demand for our products could adversely affect our business, results of operations, financial condition and cash flows.*

We are dependent on a limited number of partners for a significant portion of our revenues. In Fiscal 2018, 2017, and 2016, our top five partners contributed an aggregate of ₹ 1,226.14 million, ₹ 893.57 million and ₹ 748.77 million, which represented 50.96%, 32.22% and 24.21%, respectively, of our total revenues from operations in such periods.

Further, we currently do not have long-term agreements with most of our partners. Any inability on the part of our partners to successfully maintain and grow their sales may result in a lower demand for our products from them. Additionally, we do not have exclusive arrangements with our partners, and our partners may source similar products from other manufacturers as well. Further, some of our partners currently manufacture or may start manufacturing their own drugs and may discontinue purchasing products from us. The loss of one or more of our significant partners or a reduction in the amount of business we obtain from them could have an adverse effect on our business, results of operations, financial condition and cash flows.

9. *We derive a significant portion of our revenue from a limited number of products from our product portfolio. Any deterioration in demand of any of our key products could have an adverse effect on our business, results of operations, financial condition and cash flows.*

We are dependent on a limited number of products for a significant portion of our revenues. In Fiscal 2016, 2017 and 2018, our top five products contributed an aggregate of ₹ 1,065.40 million, ₹ 1,481.68 million and

₹ 1,894.69 million, which represented 44.28%, 53.42% and 61.27%, respectively, of our total revenues from operations in such periods. Deterioration in demand of any of our key products could have an adverse effect on our business, results of operations, financial condition and cash flows. The deterioration of the financial condition or business prospects of the partners could also reduce their requirement of our key products and result in a significant decrease in the revenues we derive from these products.

10. *The Company will prepare its first annual set of financial statements in accordance with Ind AS from the accounting year ending March 31, 2019. As a result, our Restated Financial Statements included in this Draft Red Herring Prospectus may differ from such financials once prepared.*

Our Company has prepared its financial statements until March 31, 2018 in accordance with the requirements of Indian GAAP. For the purpose of this Draft Red Herring Prospectus, our Company has elected to present the Restated Financial Statements for the last five Fiscals as per requirement of SEBI Circular and ICAI guidance note instead of Indian GAAP and which comprises of a) the restated financial information as at and for the year ended March 31, 2018, prepared as per recognition and measurement principles under Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and which may become applicable to the Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of the Restated Financial Statements by the Board of Directors of our Company with the transition date of April 01, 2017, requirements of SEBI Circular and ICAI Guidance Note; and b) the restated financial information as at and for the years ended March 31, 2017, 2016, 2015 and 2014, prepared on proforma basis in accordance with the same accounting policies as applied for year ended March 31, 2018, requirements of SEBI Circular and ICAI Guidance Note.

The Restated Financial Information have been compiled by our Company from the audited financial statements of our Company as at and for the year ended March 31, 2018, 2017, 2016, 2015 and 2014 prepared under Indian GAAP after making (a) GAAP adjustments between Indian GAAP and the recognition and measurement principles of Ind AS; and (b) exceptions applied and exemptions elected by our Company, in respect of accounting policy choices availed as per Ind AS 101.

Our Statutory Auditors have included the following observation in this regard in the examination report dated September 14, 2018 on the Restated Financial Statements: *“We draw attention to Note 2.1 in Annexure V to the Restated Summary Statements, which describes the basis of preparation of the Restated Summary Statements and explains why there is a possibility that these Restated Summary Statements may require adjustments before constituting the first complete Ind AS Financial Statements of the Company. Moreover, we draw attention to the fact that under Ind AS only a complete set of financial statements together with comparative financial information and explanatory notes can provide a fair presentation of the state of affairs (balance sheet) of the of the Company, profit (financial performance including other comprehensive income), cash flows and the changes in equity in accordance with Ind AS. Our opinion is not modified in respect of this matter.”*

We will prepare our first annual Ind AS financial statements as at and for the year ending March 31, 2019 and until then the numbers included in the Restated Financial Statements are preliminary and not full set of Ind AS financial statements and may change if: (a) there are any new Ind AS standards issued through March 31, 2019, (b) there are any amendments or modifications made to existing Ind AS standards or interpretations thereof through March 31, 2018 effecting the balances included in the Restated Financial Statements; or (c) if we make any changes in the elections or exemptions selected on adoption of Ind AS at its transition date of April 1, 2017. For further details, see *“Financial Information”* on page 162.

11. *Our business is subject to extensive regulation and our performance is highly dependent on, the regulatory policies and approvals of the markets in which we operate. If we fail to comply with the applicable regulations prescribed by governments and regulatory agencies, our business, results of operations and financial condition could be adversely affected.*

We operate in highly regulated industry. As a result, our manufacturing facility and products are subject to auditing processes by various regulatory agencies of the countries where we market and sell our products. Regulatory agencies in certain countries require us to get our products and our manufacturing facility certified by them. As a part of the certification process, they may at any time inspect our manufacturing facility or the quality of our products based on newly developed scientific knowledge and/or tools. If any inspection or quality assessment results in observations/alerts or sanctions, the relevant regulator may amend or withdraw

our existing approvals to manufacture and market our products in such jurisdiction, which could adversely affect our business, financial condition and results of operations.

The cost of complying with such governmental regulations may likewise be substantial. Governmental authorities in certain countries regulate the entire process right from research and development until manufacturing and labelling of pharmaceutical products. Failure to comply with applicable regulatory requirements may subject a company to a variety of administrative or judicial sanctions, such refusal to approve pending applications, warning letters, product recalls, product seizures, total or partial suspension of production or distribution, withdrawal of product from the market, injunctions, fines, civil penalties and criminal prosecution. Also, the regulations applicable to our existing and future products may change. Our products may require extensive testing and government reviews and approvals before we can market them, there can be long delays in obtaining required approvals from regulatory authorities to market our products in any country, even after we complete clinical testing and submit applications to regulatory authorities for such approvals. Whether or not a product is approved in India or other jurisdictions, regulatory authorities in many of the markets to which we export products must approve that product before our partners can begin to market it in those countries. The time required to obtain approvals may be longer than we anticipate.

Furthermore, the success of our business is contingent upon, among other things, receipt of all required licences, permits and authorisations, including local land use permits, manufacturing permits, building and zoning permits and environmental, health and safety permits. Changes or concessions required by regulatory authorities could also involve significant costs and delay or prevent completion of the construction or opening of a plant or could result in the loss of an existing licence.

Although we devote significant time, effort and expense to addressing the extensive government regulations applicable to our business and obtaining regulatory approvals, we remain subject to the risk of being unable to obtain necessary approvals or retain or renew them on a timely basis or at all. Delays in receiving regulatory approvals may result in a material adverse effect on our ability to sell our products, our business, financial condition and results of operations.

In addition, our products are marketed and distributed globally, and in Fiscal 2018, our products were sold in 28 countries. Partners of our products are also required to comply with applicable regulations and standards of the relevant regulatory authorities. Any failure to comply with applicable regulatory requirements, or receipt of unfavorable observations and warning letters by our partners could also adversely affect the demand for our products.

Additionally, if any regulatory agency withdraws its approval of a product, we will be unable to generate revenue from the sale of that product in the relevant jurisdiction, our potential for generating positive cash flow will be adversely affected. For further information, see “*Government and Other Approvals*” on page 317. The inability to renew expired licences and approvals, failure to comply with applicable regulatory requirements and/or failure to comply with the conditions of our licences and approvals may result in their expiry, withdrawal or cancellation, which may have a material adverse effect on our business, financial condition and results of operations.

12. *We are yet to receive certain registrations in connection with the protection of our intellectual property rights, especially patents relating to our products. Such failure to protect our intellectual property rights could adversely affect our competitive position, business, financial condition and profitability.*

Our commercial success depends on our ability to protect our existing intellectual property and obtain registration of other intellectual property. As on the date of this Draft Red Herring Prospectus, we have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents in various jurisdictions. Further, our Company has also made applications seeking registration for 14 trademarks for various brands. Certain of our patents, including those for products which we currently sell, are unregistered, been opposed, withdrawn, objected or are otherwise under dispute. If any of our unregistered patent are registered in favour of a third party, we may not be able to claim registered ownership of such patent, and consequently, we may be unable to seek remedies for infringement of those patent by third parties other than relief against passing off by other entities.

If we are unable to patent new processes and protect our proprietary information or unable to register trademarks, our business may be adversely affected. We rely on a combination of patents, trademarks and

non-disclosure agreements to protect our proprietary intellectual property. While we intend to defend against any threats to our intellectual property, we cannot assure you that our patents or trademarks, or other agreements will adequately protect our intellectual property.

Further, our patent rights may not prevent our competitors from developing, using or commercializing products that are functionally equivalent or similar to our products. The process of seeking patent protection can be lengthy and expensive. Our patent applications may fail to result in patents being issued, and our existing and future patents may be insufficient to provide us with meaningful protection or a commercial advantage. We cannot assure you that our pending patent applications will result in grant of patents, that patents issued to or licensed by us in the past or in the future will not be challenged or circumvented by competitors or that such patents will be found to be valid or sufficiently broad to protect our technology or to provide us with any competitive advantage.

13. Compliance with, and changes in, safety, health and environmental laws and various labour, workplace and related laws and regulations may increase our compliance costs and as such adversely affect our business, prospects, results of operations and financial condition.

Our operations are subject to various national and state environmental laws and regulations like the Environment (Protection) Act, 1986, the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and other laws relating to environmental protection where we operate. For example, the discharge or emission of chemicals, dust or other pollutants into the air, soil or water that exceeds permitted levels and causes damage to others may give rise to liabilities to the government and third parties and may result in incurring costs to remedy any such discharge or emissions. Environmental laws and regulations in India are stringent and non-compliance with these laws may affect our business and operations. If our plant or operations shut down, we may continue to incur costs in complying with regulations, appealing any decision to close our facility, maintaining production at our existing facility and continuing to pay labour and other costs notwithstanding the closure of any such plant or operation. Stricter laws and regulations, or any stricter interpretation of the existing laws and regulations, may impose new liabilities on us or result in the need for additional investment in environmental protection equipment. There can be no assurance that compliance with such environmental laws and regulations will not result in a curtailment of production or a material increase in the costs of production or otherwise have a material adverse effect on our business, financial condition and results of operations. In the past our Company has received show-cause notices from the pollution control board with respect to non-disposal of hazardous waste, treatment of effluents, etc. While we have responded to such notices, we cannot assure you if there will be any further inquiry with respect to these notices or we may receive such notices in future.

We have developed internal company policies and guidelines which aim to ensure our environmental compliance with applicable regulatory requirements. Further, regular audits help in our efforts to benchmark with the highest levels of compliance. However, there can be no assurance that such certifications, audits and other compliance measures will eliminate the possibility of violating any environmental laws or inability to renew licenses, and there can be no assurance that it will not result in a curtailment of production or a material increase in the costs of production, or otherwise have a material adverse effect on our business, cash flows, financial condition and results of operations.

14. Reforms in the health care industry and the uncertainty associated with pharmaceutical pricing, reimbursement and related matters could adversely affect the pricing and demand for our products.

In India, pharmaceutical prices are subject to regulation and the Government has been actively reviewing prices for pharmaceuticals and margins offered to trade. The existence of price controls can limit the revenues we earn from our products. India enacted the National Pharmaceuticals Pricing Policy in 2012, which lays down the principles for pricing essential drugs. As a result, a number of drug formulations were identified as essential drugs and were added to India's National List of Essential Medicines and these drugs are subjected to price controls in India. On May 15, 2013, the Department of Pharmaceuticals released the revised DPCO 2013 (which replaced the earlier Drugs (Prices Control) Order, 1995). The DPCO 2013 governs the price control mechanism for formulations listed in the National List of Essential Medicines.

The DPCO 2013 was amended in 2016 and the Drugs (Price Control) Amendment Order, 2016 fixed or revised ceiling prices of certain formulations under the DPCO. The NPPA may also notify the ceiling price

for additional formulations under the DPCO or some or all of the remaining formulations listed in the National List of Essential Medicines.

Further, if our ability to freely set prices for our products is restricted by government regulation, healthcare legislation and pressure from third parties, our revenues and our profits may be reduced. While we cannot predict the nature of the measures that may be adopted by governmental organizations or their effect on our business and revenues, the announcement or adoption of such proposals may affect our result of operations.

In addition, governments throughout the world may regulate the marketing and pricing of our products. Most countries also place restrictions on the manner and scope of permissible marketing to physicians, pharmacies and other health care professionals. The effect of such regulations may limit the amount of revenue we derive from our products. Moreover, if we fail to comply fully with such regulations, civil or criminal actions could be brought against us.

15. Any reduction in or termination of tax benefits that we enjoy may affect our business, results of operations and financial condition.

We benefit from certain tax regulations and incentives that accord favourable treatment to our manufacturing facility. For details regarding our tax benefits and applicable periods, see annexure to the Statement of Tax Benefits on page 93.

The reduction or termination of our tax incentives, or non-compliance with the conditions under which such tax incentives are made available, will increase our tax liability and adversely affect our business results of operations and financial condition.

16. Our Company may be required to identify another Independent Director in the event an Independent Director is required to resign from our Board.

We have been informed by one of our Independent Directors, Ved Jain, that he presently also holds a position of an independent director on the board of another company which currently has ongoing regulatory proceedings. Whilst he has confirmed that he is not a party to such proceedings, in the event an adverse order is passed restricting that company from accessing capital markets, he may have to resign from our Board on an immediate basis. Further, in the event of such resignation, our Company would have to identify a suitable Independent Director to replace Ved Jain to comply with the corporate governance requirements prescribed under the SEBI Listing Regulations. There is no assurance that Ved Jain will be able to resign in a timely manner or our Company will be able to appoint another Independent Director in a timely manner which may adversely affect the ability of our Company to undertake the Offer.

17. There are outstanding proceedings involving our Company, Promoters and our Directors and any adverse outcome in any of these proceedings may have an adverse effect on our business, results of operations and financial condition.

There are outstanding legal proceedings involving our Company, our Promoters and our Directors, that are incidental to our business and operations. These proceedings are pending at different levels of adjudication before various courts, tribunals, quasi-judicial authorities and appellate tribunals. For further details of material legal proceedings involving our Company, our Promoters and our Directors, see “*Outstanding Litigation and Other Material Developments*” on page 314. An overview of the proceedings against our Company, Promoters and Directors as of the date of this Draft Red Herring Prospectus is provided below:

I. Litigation against our Company

(in ₹ million)

S. No.	Nature of litigation	Number of cases against the Company	Approximate amount involved
1.	Criminal proceedings	1	Not quantifiable
2.	Civil proceedings	Nil	Nil
3.	Action initiated by statutory / regulatory authority	1	Nil
4.	Taxation proceedings	3	3.76
5.	Other material litigation	2	Nil

II. Litigation against our Promoters and Directors

(in ₹ million)

S. No.	Nature of litigation	Number of cases against the Promoters and Directors	Approximate amount involved
<i>Proceedings against our Promoters</i>			
1.	Criminal Proceedings	1	<i>Not quantifiable</i>
<i>Proceedings against our Directors (not including Promoters)</i>			
2.	Criminal Proceedings	1	<i>Not quantifiable</i>

The amounts claimed in these legal proceedings have been disclosed to the extent ascertainable and include amounts claimed jointly and severally. If any new developments arise, such as a change in the applicable laws or rulings against us by appellate courts or tribunals, we may need to make provisions in our financial statements that could increase our expenses and current liabilities.

We cannot assure you that these legal proceedings will be decided in favor of our Company, our Promoters or our Directors, as the case may be, or that no further liability will arise out of these proceedings. Further, such legal proceedings could divert management time and attention and consume financial resources. Any adverse outcome in any of these proceedings may adversely affect our profitability, reputation, business, results of operations and financial condition.

18. We are subject to risks associated with cross-border sales and purchases, which could harm our operations.

A significant portion of our products are sold outside India. Our cross-border operations are subject to risks, including but not limited to:

- inadequate protection of intellectual property;
- difficulties and costs associated with complying with a wide variety of complex domestic and foreign laws, regulations and treaties, some of which are subject to change;
- legal uncertainties regarding, and timing delays associated with, customs procedures, tariffs, import or export licensing requirements and other trade barriers;
- differing local product preferences and product requirements;
- increased difficulty in collecting delinquent or unpaid accounts;
- risk of loss at sea or other delays in the delivery of products caused by transportation problems; and
- differing tax regimes.

Any of these factors, individually or in the aggregate, could adversely affect our results of operations.

19. Failure or a delay in setting up our new nutraceutical manufacturing facility (the “Nutraceutical Facility”) or R&D centre could adversely affect our business, results of operations and financial condition.

We are in the process of setting up a Nutraceutical Facility which is near the Ambernath Facility to focus on nutraceuticals. Further, as a part of our growth strategy, we are in the process of setting up a dedicated R&D centre in Thane which will have capabilities to develop our OSDF, injectables and nutraceutical products to support our growth strategy.

The construction and operation of Nutraceutical Facility and R&D centre are subject to certain risks that could adversely affect our expansion plans. These include labour shortages, increased costs of equipment or manpower, inadequate performance of the equipment and machinery proposed to be installed in our new facility and R&D centre, delays in completion, defects in design or construction and the possibility of unanticipated future regulatory restrictions. Further, the operation of the Nutraceutical Facility is also subject to receipt of certain regulatory approvals. For further details please “*Government and other Approvals*” on page 317.

We cannot assure you that the proposed setting up of the Nutraceutical Facility and new R&D centre will be completed as planned or on schedule. Additionally, actual capital expenditures may significantly exceed our budgets due to various factors beyond our control. If our actual capital expenditures significantly exceed our budgets, or even if our budgets were sufficient to cover these projects, we may not be able to achieve the intended economic benefits, which in turn may materially and adversely affect our financial condition, results of operations and prospects.

20. *The agreements we have entered into with our employees, consultants and advisors may not afford adequate protection for our trade secrets, confidential information and other proprietary information.*

In an effort to maintain the confidentiality and ownership of our trade secrets and proprietary information, we require our employees, consultants and advisors to execute confidentiality and proprietary information agreements. However, these agreements may not provide us with adequate protection against improper use or disclosure of confidential information and there may not be adequate remedies in the event of unauthorized use or disclosure.

Furthermore, we may from time to time hire scientific personnel formerly employed by other companies involved in a similar business as that of ours. In some situations, our confidentiality and proprietary information agreements may conflict with, or be subject to, the rights of third parties with whom our employees, consultants, or advisors have prior employment or consulting relationships. Although we require our employees and consultants to maintain the confidentiality of all proprietary information of their previous employers, these individuals, or we, may be subject to allegations of trade secret misappropriation or other similar claims as a result of their prior affiliations.

Also, others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets. Our failure or inability to protect our proprietary information and techniques may inhibit or limit our ability to compete effectively or exclude certain competitors from the market.

21. *If any of our products cause, or are perceived to cause, severe side effects, our reputation, revenues and profitability could be adversely affected.*

As with many pharmaceutical and biological products, treatment with our products or product candidates may produce undesirable side effects or adverse reactions or events. Although the nature of our products or product candidates as containing active ingredients that have already been approved means that the side effects arising from the use of the active ingredient or class of drug in our products or product candidates is generally known, our products or product candidates may still cause undesirable side effects. These could be attributed to the active ingredient or class of drug or to our unique formulation of such products or product candidates, or other potentially harmful characteristics. Such characteristics could cause regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay, denial or withdrawal of regulatory approval, which may harm our business, financial condition and prospects significantly.

If our products cause, or are perceived to cause, severe side effects, we may face a number of consequences, including:

- injury or death of patients (whether during clinical trials undertaken by us or after such products are introduced into the market);
- a severe decrease in the demand for, and sales of, the relevant products;
- the recall or withdrawal of the relevant products;
- withdrawal or cancellation of regulatory approvals for the relevant products or our manufacturing facility;
- damage to the brand name of our products and our reputation; and
- exposure to lawsuits and regulatory investigation relating to the relevant products that result in liabilities, fines or sanctions.

As a result of these consequences, our reputation, revenues and profitability may be adversely affected.

22. *Any significant inaccuracy in forecasts of product demand relied upon by us, may have an adverse effect on our business, results of operations, cash flows and financial condition.*

We estimate demand for our products based on studying trends both from a commercial and clinical perspective and continuously interacting with our partners. Further, we also estimate the demand based on inputs from our partners including market search, their understanding of doctor prescriptions for our products and anticipated customer spending. If our partners overestimate demand, we may purchase more raw materials and manufacture more products than required and if they underestimate demand, we may manufacture fewer quantities of products than required, which could result in the loss of business. If we under

stock one or more of our products, we may not be able to obtain additional units in a timely manner, which could also adversely affect our goodwill and results of operations. As such, our partners' inability to accurately forecast product demand may have an adverse effect on our business, results of operations, cash flows and financial condition.

- 23. *We appoint contract labour for carrying out certain of our operations and we may be held responsible for paying the wages of such workers, if the independent contractors through whom such workers are hired default on their obligations, and such obligations could have an adverse effect on our results of operations, cash flows and financial condition.***

In order to retain flexibility and control costs, we appoint independent contractors who in turn engage on-site contract labour for performance of certain of our operations. Although we do not engage these laborers directly, we may be held responsible for any wage payments to be made to such laborers in the event of default by such independent contractors. Any requirement to fund their wage requirements may have an adverse effect on our results of operations, cash flows and financial condition. In addition, under the Contract Labour (Regulation and Abolition) Act, 1970, as amended, we may be required to absorb a number of such contract laborers as permanent employees. Thus, any such order from a regulatory body or court may have an adverse effect on our business, results of operations, cash flows and financial condition.

- 24. *If third parties on whom we rely for clinical trials do not perform their obligations as contractually required or as we expect, and do not comply with regulatory standards, we may not be able to obtain regulatory approval for or commercialise our products.***

We depend on independent clinical investigators, contract research organisations and other third-party service providers to conduct clinical trials and pre-clinical investigations of our new products and expect to continue to do so. We also collaborate with other parties having technical and business capabilities to conduct early stage testing of products we intend to develop. We rely on such parties for successful execution of our clinical trials, but we do not control many aspects of their activities. Third parties may also not complete activities on schedule or may not conduct our studies in accordance with applicable trial, plans and protocols. Nonetheless, we are responsible for confirming that each of our clinical trials is conducted in accordance with its general investigational plan and protocol. If third parties fail to carry out their obligations, product development, approval and commercialisation could be delayed or prevented or an enforcement action could be brought against us.

Our reliance on these third parties does not relieve us of our responsibility to comply with the regulations and standards of the regulatory authorities related to good clinical practices. In particular, these third-party manufacturers and service providers must comply with regulatory standards and their failure to do so could result in warning or deficiency letters from regulatory authorities, which could interfere with or disrupt their ability to complete our studies on time, thereby affecting our product approval process or even forcing a withdrawal of our product which may adversely affect our business, financial condition and results of operations.

- 25. *If we cannot respond adequately to the increased competition we expect to face, we will lose market share and our profits will decline, which will adversely affect our business, results of operations and financial condition.***

The pharmaceutical industry is a highly competitive market with several major pharmaceutical companies present in domestic and global market and therefore it is challenging to improve market share and profitability. Our products face intense competition from products commercialized by our competitors in all of our therapeutic areas. We compete with local companies as well as multi-national corporations in the geographies where our partners are located. If our competitors gain significant market share, particularly in the key therapeutic areas which we cater to including anti-diabetic, gastrointestinal, CVC, CNS and musculoskeletal segments, our business, results of operations and financial condition could be adversely affected. Many of our competitors may have greater financial, manufacturing, research and development, marketing and other resources, more experience in obtaining regulatory approvals, greater geographic reach, broader product ranges and stronger sales forces.

Our business faces competition from manufacturers of patented brand products who do not require any significant regulatory approvals or face barriers to enter into the generics market for the territories where the brand is already approved. These manufacturers sell generic versions of their products to the market directly

or by acquiring or forming strategic alliances with our competitors or by granting them rights to sell. We also operate in a rapidly consolidating industry. The strength of combined companies, which may have greater financial, manufacturing, marketing or other resources, could affect our competitive position in all of our business areas. Pricing pressure could also arise due to the consolidation in trade channels and the formation of large buying groups. Furthermore, if one of our competitors or their partners acquires any of our partners or suppliers, we may lose business from the partners or lose a supplier of a critical raw material, which may adversely affect our business, results of operations and financial condition.

26. *Our failure to successfully manage our geographically widespread operations could adversely affect our business and results of operations.*

In Fiscal 2018, we sold our products in 28 countries across various regions. In Fiscal 2018, revenue from operations from sales of products in SAARC (excluding India), North America, Latin America, Middle East and Africa, South East Asia and CIS contributed 12.64%, 12.11%, 26.99%, 1.89%, 14.24%, and 0.45%, of our total revenues from operations respectively, in such period. Some of our international operations are subject to risks that could adversely affect our business and results of operations, including risks associated with uncertain political and economic environments, government instability and legal systems, laws and regulations that are different from the legal systems, laws and regulations that we are familiar with in India. In addition, we could be subject to expropriation or deprivation of assets or contract rights, foreign currency restrictions, exchange rate fluctuations and unanticipated taxes or encounter potential incompatibility with foreign partners and non-availability of suitable personnel.

In order to manage our operations, we must overcome cultural and language barriers and assimilate different business practices. Our failure to successfully manage our geographically widespread operations could impair our ability to react quickly to changing business and market conditions and comply with industry standards and procedures.

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

Our insurance policies for our operations include risk coverage with respect to damage to property, plant and equipment due to fire, burglary, earthquakes, terrorism; product liability and marine insurance to cover our products while they are in transit to distributor or customer locations. We also maintain directors and officer's liability insurance for our existing key personnel. We believe our insurance coverage is adequate and consistent with industry standards. As we enter more regulated markets, we may obtain additional insurance coverage as appropriate. Further, we also have medical insurance policies, group accident and insurance policies for our employees.

While we believe that the insurance coverage which we maintain is in keeping with industry standards and would be reasonably adequate to cover the normal risks associated with the operation of our businesses, we cannot assure you that any claim under the insurance policies maintained by us will be honored fully, in part or on time, or that we have taken out sufficient insurance to cover all our losses. In addition, our insurance coverage expires from time to time. We apply for the renewal of our insurance coverage in the normal course of our business, but we cannot assure you that such renewals will be granted in a timely manner, at acceptable cost or at all.

There are many events that could significantly impact our operations, or expose us to third-party liabilities, for which we may not be adequately insured. There can be no assurance that any claim under the insurance policies maintained by us will be honoured fully, in part, or on time. To the extent that we suffer any loss or damage that is not covered by insurance or exceeds our insurance coverage, our business, financial condition and results of operations could be adversely affected. For further details on our insurance arrangements, see "*Our Business – Insurance*" on page 123.

28. *Changes in technology may render our current products or technologies obsolete or require us to make substantial capital investments thereby adversely affecting our business, results of operations, financial condition and cash flows.*

Our industry is continually changing due to technological advances and scientific discoveries. These changes result in the frequent introduction of new products and significant price competition. If our pharmaceutical products and technologies become obsolete due to the development of new products or other factors, our

business and results of operations could be adversely affected. Although we strive to maintain and upgrade our technologies, facilities and machinery consistent with current national and international standards, the technologies, facilities and machinery we currently use may become obsolete. The cost of implementing new technologies and upgrading our manufacturing facility could be significant, which could adversely affect our business, results of operations and financial condition. Any failure on our part to effectively address such situations, innovate and keep up with technological advancements or to successfully introduce new products in these therapeutic areas, could adversely affect our business, results of operations, financial condition and cash flows.

29. *The agreements governing our indebtedness contain conditions and restrictions on our operations, additional financing and capital structure.*

As of July 31, 2018, our total outstanding debt was ₹ 1,280.54 million. Our financing agreements governing our borrowings include conditions and restrictive covenants that require us to obtain consents, no-objections or waivers from lenders prior to carrying out specified activities or entering into certain transactions. Such restrictive covenants, among other things, restrict our ability to change in shareholding pattern and management control, undertake any further capex except being funded by the Company's own resources, effect any material changes in the management of the business, amend or modify the constitutional documents and effect changes in the ownership or control whereby the effective beneficial ownership or control changes. We cannot assure you that we will be able to obtain approvals to undertake any of these activities as and when required or to comply with such covenants or other covenants in the future.

Under such financing agreements, we are also required to comply with certain financial covenants, such as maintaining prescribed financial ratios at all times. Further, if we incur more debt or if there is an increase in the applicable interest rates for our existing debt, our interest payment obligations will increase and we may become subject to additional covenants from lenders, including additional restrictions on the operation of our business. The financing agreements that we are party to, or which we may enter into in the future, may be unilaterally terminated by our lenders or the lenders could decline to lend to us under such agreements.

Under some of our credit facilities, our lenders are entitled to terminate the credit facility in the event of any default committed by us, or even otherwise at their discretion without any prior notice, under other loan facilities. In case we default in any of our outstanding borrowings, we may not be able to declare or issue dividends, without the approval of our lenders. The banks may change the applicable banking policies, increase interest rates or levy penal interest for non-compliances. Inability to effectively service our borrowings or to comply with or obtain waivers of applicable loan covenants may adversely affect our business, results of operations and financial conditions. For further details, please see "*Financial Indebtedness*" on page 312.

30. *Our inability to manage growth could disrupt our business and reduce our profitability. Any inability on our part to manage our growth or implement our strategies effectively could have a material adverse effect on our business, results of operations and financial condition.*

Our growth strategies are subject to and involve risks and difficulties, many of which are beyond our control and, accordingly, there can be no assurance that we will be able to implement our strategy or growth plans or complete them within the budgeted cost and timelines. Our Company intends to leverage its capabilities to explore growth opportunities in the nutraceuticals segment in the domestic and international markets by manufacturing branded nutraceutical ingredients as well as finished nutraceutical products in the nutraceuticals segment. We also intend to explore opportunities in the high margin injectables business.

Further, on account of changes in market conditions, industry dynamics, technological improvements, changes in regulatory or trading policies or changes therein and any other relevant factors, our growth strategy and plans may undergo changes or modifications, and such changes or modifications may be substantial, and may even include limiting or foregoing growth opportunities if the situation so demands. Additionally, there can be no assurance that debt or equity financing or our internal accruals will be available or sufficient to meet the funding of our growth plans. Any inability on our part to manage our growth or implement our strategies effectively could have a material adverse effect on our business, results of operations and financial condition

31. Significant disruptions of information technology systems or breaches of data security could adversely affect our business.

Our operations, including R&D, manufacturing, accounting, billing, storage and delivery, are highly dependent on our information technology systems. Such systems are vulnerable to a number of problems, such as software or hardware malfunctions, malicious hacking, physical damage to vital data centres and computer virus infection. In addition, our information technology system needs regular upgrades to accommodate expansion of our business and maintain the efficiency of our operations. If we face a breakdown in our information technology systems, we could experience significant operational delays across our businesses. In particular, any breakdown in our information technology systems could result in disruptions of our R&D, manufacturing, accounting, billing, storage and delivery processes.

To the extent that any disruption or security breach were to result in a loss of, damage to or theft of our data, or the inappropriate disclosure of confidential or proprietary information, we could incur liability and the development of our product candidates could be delayed. Further, our hardware and software systems are also subject to damage or incapacitation by human error, natural disasters, power loss, lack of capacity during peak trading times or times of unusual market volatility, sabotage, computer viruses and other similar events. Our information technology system may not remain free of any interruptions and may not meet our requirements or be suitable for use in any particular condition. Our operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Any inability to maintain the reliability and efficiency of our systems could adversely affect our operations. Any of this could have a material adverse effect on our business, financial condition and results of operations.

32. Our management team and other key personnel are critical to our operations. If we are unable to continue to attract, retain and manage such personnel, our operations could be negatively affected.

We are dependent on members of our senior management team as well as members of our scientific, technical and business staff and our employees for the operation of our business. These personnel possess technical and business capabilities that are difficult to replace. The loss of any of these principal members of our scientific or management staff, or failure to attract or retain other key scientific, technical and business employees, could prevent us from pursuing our business objectives or developing and commercialising our products.

In addition, recruiting and retaining qualified scientific personnel to perform R&D work is critical to our success. Qualified personnel are difficult to attract and retain. We may not be able to continuously attract or retain such personnel, or retain them on acceptable terms, given the demand for such personnel among pharmaceutical and healthcare companies, universities and non-profit research institutions.

Furthermore, although we believe that we have good relations with our staff and employees, no assurance can be given that relations will not be disrupted either as a result of disputes or negative external factors, which may have a material adverse effect on our business, financial condition and results of operations. We are exposed to the risk of fraud or other misconduct by our senior management team, staff and employees, and our reputation could be adversely affected by fraud committed by such personnel, or by our perceived inability to properly manage fraud-related risks.

33. Our ability to pay dividends in the future will depend on our earnings, financial condition, working capital requirements and capital expenditures.

Our ability to pay dividends in the future will depend on our earnings, financial condition, cash flows, working capital requirements and our capital expenditure. Any future determination as to the declaration and payment of dividends will be at the discretion of our Board and subsequent approval of shareholders and will depend on factors that our Board and shareholders deem relevant, including among others, our future earnings, financial condition, cash requirements, business prospects and any financing arrangements. We may decide to retain all of our earnings to finance the development and expansion of our business and, therefore, may not declare dividends on our Equity Shares. We cannot assure you that we will be able to pay dividends at any point in the future. For details of dividend paid by our Company in the past, see “*Dividend Policy*” on page 161.

34. Any delay or default in payment from our partners could result in the reduction of our profits and affect our cash flows.

Our operations involve extending credit for certain periods of time, ranging typically from 60 to 120 days in export market and 60 to 90 days in domestic market, to our partners in respect of our products, and consequently, we face the risk of the uncertainty regarding the receipt of these outstanding amounts. Accordingly, we have and may continue to have high levels of outstanding receivables. For the Fiscals 2018, 2017 and 2016, our trade receivables were ₹ 837.31 million, ₹ 471.85 million and ₹ 435.34 million, respectively, which constituted 27.08%, 17.01% and 18.09% of our revenue from operations for the same periods, respectively. If our partners delay or default in making these payments, our profits margins and cash flows could be adversely affected.

35. Any variation in the utilisation of the Net Proceeds as disclosed in this Draft Red Herring Prospectus shall be subject to certain compliance requirements, including prior approval of the shareholders of our Company.

Our Company intends to use up to ₹ 1,000 million of the Net Proceeds to repay or prepay, in full or part, certain loans availed by us. The details of the loans identified to be repaid using the Net Proceeds have been disclosed in “Objects of the Offer” on page 83.

In accordance with Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilisation of the Net Proceeds as disclosed in this Draft Red Herring Prospectus without obtaining the approval of shareholders of our Company through a special resolution. In the event of any such circumstances that require us to undertake variation in the disclosed utilisation of the Net Proceeds, we may not be able to obtain the approval of the shareholders of our Company in a timely manner, or at all. Any delay or inability in obtaining such approval of the shareholders of our Company may adversely affect our business or operations.

In light of these factors, we may not be able to undertake variation of objects of the Offer to use any unutilized proceeds of the Offer, if any, even if such variation is in the interest of our Company. This may restrict our Company’s ability to respond to any change in our business or financial condition by re-deploying the unutilized portion of Net Proceeds, if any, which may adversely affect our business and results of operations.

36. Our Promoters will continue to retain control over our Company after completion of the Offer, which will allow them to influence the outcome of matters submitted for approval of our shareholders.

Our Promoters currently hold 76.09% of our paid-up Equity share capital. Following the completion of the Offer, our Promoters will continue to hold [●]% of our post-Offer Equity Share capital. As a result, they will have the ability to influence matters requiring shareholders’ approval, including the ability to appoint Directors to our Board and the right to approve significant actions at Board and at shareholders’ meetings, including the issue of Equity Shares and dividend payments, business plans, mergers and acquisitions, any consolidation or arrangements, any amendment to our Memorandum of Association and Articles of Association. We cannot assure you that our Promoters will not have conflicts of interest with other shareholders or with our Company. Any such conflict may adversely affect our ability to execute our business strategy or to operate our business.

37. Some of the properties used by our Company including our Registered and Corporate Office are occupied by our Company on lease basis. Any termination of the lease(s) or our failure to renew the same in a favorable, timely manner, or at all, could adversely affect our activities.

Currently, certain of the properties used by our Company, including our Registered and Corporate Office are on lease basis. Our Registered and Corporate Office has been leased from our Promoters. Termination of leases or other relevant agreements in connection with premises which are not owned by us, or our failure to renew the same, on favourable conditions and in a timely manner, or at all, could require us to vacate such premises at short notice, and could adversely affect our business and financial condition. We cannot assure you that we will be able to renew any such leases when the term of the original lease expires, on similar terms or terms reasonable for us or that such leases will not be prematurely terminated (including for reasons that may be beyond our control).

38. Certain of our Promoters, Directors and Key Management Personnel have interests in us other than reimbursement of expenses incurred and normal remuneration or benefits.

Certain of our Promoters, Directors and Key Management Personnel may be regarded as having an interest in our Company other than reimbursement of expenses incurred and normal remuneration or benefits. Certain Directors and Promoters and Key Management Personnel may be deemed to be interested to the extent of Equity Shares held by them, as well as to the extent of any dividends, bonuses or other distributions on such Equity Shares. Further, our Promoters may be deemed to be interested to the extent of the rent received by them from the property leased by them to our Company. We cannot assure you that our Promoters, Directors and our key management personnel, if they are also our shareholders, will exercise their rights as shareholders to the benefit and best interest of our Company. For further details, see “*Capital Structure*” and “*Our Promoters*”, and “*Our Management*” on pages 69, 155 and 138 respectively.

39. We have contingent liabilities which have not been provided for in our balance sheet.

As of March 31, 2018, we had ₹ 6.43 million of contingent liabilities that had not been provided for, in accordance with Ind AS 37 ‘Provisions, Contingent Liabilities and Contingent Assets’.

(₹ in million)

Particulars	Fiscal 2018	Fiscal 2017	Fiscal 2016	Fiscal 2015	Fiscal 2014
Disputed Excise Duty Liability (only penalty)	-	5.24	5.24	5.24	5.24
Disputed Service Tax Liability (including penalty)	6.43	6.43	6.43	6.43	6.43

For the further see “*Management's Discussion and Analysis of Financial Condition and Results of Operations - Contingent Liabilities*” on page 309 for more information. Any or all of these contingent liabilities may become actual liabilities. In the event that any of our contingent liabilities become non-contingent, our business, financial condition and results of operations may be adversely affected. Furthermore, there can be no assurance that we will not incur similar or increased levels of contingent liabilities in the current fiscal year or in the future.

40. We have had negative cash flows in the past and may continue to have negative cash flows in the future.

The following table sets forth our restated cash flows for the periods indicated:

(₹ in million)

Particulars	Fiscal		
	2018	2017	2016
Net cash flow from / (used in) operating activities	3.11	311.39	71.63
Net cash flow from / (used in) investing activities	(404.12)	(181.85)	(106.35)
Net cash flow from / (used in) financing activities	390.98	(149.64)	58.66
Net increase/(decrease) in cash and cash equivalents	(10.03)	(20.10)	23.94

For details, see “*Financial Statements*” and “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” on pages 162 and 280, respectively. We cannot assure you that our net cash flows will be positive in the future.

41. We have availed certain borrowings which may be recalled by our lenders at any time.

We have currently availed certain borrowings (such as a secured cash credit facility), which may be recalled by the lender at any time, during the tenor of the loan with or without the existence of an event of default. In the event that the lender seeks a repayment of the loan, we would need to find alternative sources of financing, which may not be available on commercially reasonable terms, or at all. If we are unable to procure such financing, we may not have adequate working capital to undertake new initiatives or complete our ongoing strategies. As a result, any such demand may materially and adversely affect our business, cash flows, financial condition and results of operations.

42. *The audit reports of in relation to our Company's audited financial statements for the last five financial years contain certain qualifications pursuant to the applicable Companies (Auditor's Report) Orders.*

Our Company's auditors have included certain qualifications in the audit reports relating to our financial statements pursuant to the Companies (Auditor's Report) Order, 2003 and Companies (Auditor's Report) Order, 2015 and the Companies (Auditor's Report) Order, 2016, as amended (collectively, "**Companies (Auditor's Report) Orders**"), for the last five financial years primarily in relation to outstanding dues of excise duty and service tax that have not been deposited on account of disputes and in relation to slight delays in payment of statutory dues. While our Company believes that these were not material, if the disputes in relation to the disputed dues are not decided in favour of our Company, our Company's business and financial condition and results of operations could be adversely affected. There can be no assurance that similar observations will not form a part of the financial statements of our Company for the future Fiscals. The audit qualifications made in accordance with the Companies (Auditor's Report) Orders do not require corrective adjustment in the Restated Financial Statements. For further details, see "*Financial Statements - Annexure VI B - Non-adjusting items*" on page 199 and 200.

43. *Our Company has during the preceding one year from the date of the Draft Red Herring Prospectus have allotted Equity Shares at a price which is lower than the Offer Price.*

Our Company allotted 2,611,000 Equity Shares pursuant a bonus issue of Equity Shares on July 24, 2018. For details relating to number of shares issued, date of allotment etc. please see "*Capital Structure*" on page 69.

44. *We have commissioned industry reports from certain agencies, which have been used for industry related data in this Draft Red Herring Prospectus and such data has not been independently verified by us.*

We have commissioned the report titled "*Value Added Generics Pharmaceuticals Market*" dated September 17, 2018 from Frost & Sullivan (I) Private Limited. The reports use certain methodologies for market sizing and forecasting. Neither we, nor any of the Book Running Lead Managers have independently verified such data and therefore, while we believe them to be true, we cannot assure you that they are complete or reliable. Accordingly, investors should read the industry related disclosure in this Draft Red Herring Prospectus in this context.

Such data may also be produced on different bases from those used in the industry publications we have referenced. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. While industry sources take due care and caution while preparing their reports, they do not guarantee the accuracy, adequacy or completeness of the data. Accordingly, investors should not place undue reliance on, or base their investment decision solely on this information. For further details, see "*Certain Conventions, Presentation of Financial, Industry and Market Data*" and "*Industry Overview*" on pages 12 and 95, respectively.

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

Our Company has prepared its financial statements until March 31, 2018 in accordance with the requirements of Indian GAAP. For the purpose of this Draft Red Herring Prospectus, our Company has elected to present the restated financial statements for the last five Fiscals as per requirement of SEBI Circular and ICAI guidance note and which comprises of a) the restated financial information as at and for the year ended March 31, 2018, prepared as per recognition and measurement principles under Indian Accounting Standards notified under Section 133 of the Companies Act 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and which may become applicable to the Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Information by the Board of Directors of the Company with the transition date of April 1, 2017, requirements of SEBI Circular and ICAI Guidance Note and b) the restated financial information as at and for the years ended March 31, 2017, 2016, 2015 and 2014, prepared on proforma basis in accordance with the same accounting policies as applied for year ended March 31, 2018, requirements of SEBI Circular and ICAI Guidance Note.

Ind AS differs from other accounting principles with which prospective investors may be familiar, such as Indian GAAP, IFRS and U.S. GAAP. Accordingly, the degree to which the financial statements, which are restated in accordance with the SEBI ICDR Regulations, included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Ind AS. Persons not familiar with Ind AS should limit their reliance on the financial disclosures presented in this Draft Red Herring Prospectus.

46. *Our ability to access capital depends on our credit ratings. Any downgrade of our credit ratings may restrict our access to capital and thereby adversely affect our business and results of operations.*

The cost and availability of capital is, amongst other factors, dependent on our credit ratings. We are currently rated CRISIL BBB+/ Stable (Reaffirmed) by CRISIL and IND BBB+/Stable by India Ratings and Research Private Limited. Ratings reflect the rating agency's opinion of our financial strength, operating performance, strategic position, and ability to meet our obligations. Any downgrade of our credit ratings would increase borrowing costs and constrain our access to capital and lending markets and, as a result, could adversely affect our business and results of operations. In addition, downgrades of our credit ratings could increase the possibility of additional terms and conditions being added to any new or additional financing arrangements that we enter into.

External Risk Factors

Risks Related to India

47. *Changing regulations and tax regimes in India could lead to new compliance requirements that are uncertain.*

The regulatory environment in which we operate is evolving and is subject to change. The Government of India may implement new laws or other regulations that could affect the pharmaceutical industry, which could lead to new compliance requirements. New compliance requirements could increase our costs or otherwise adversely affect our business, financial condition and results of operations. Further, the manner in which new requirements will be enforced or interpreted can lead to uncertainty in our operations and could adversely affect our operations.

For example, as of July 1, 2017, a national goods and service tax (“GST”) in India replaced taxes levied by central and state governments with a unified tax regime in respect of the supply of goods and services for all of India, which is expected to result in changes to India's pharmaceutical industry. Our business and financial performance could be adversely affected by any unexpected or onerous requirements or regulations resulting from the introduction of GST or any changes in laws or interpretation of existing laws, or the promulgation of new laws, rules and regulations relating to GST, as it is implemented. Currently, the GST rate on semi-finished goods is 12% and on finished goods is 18%, but it could be subject to change going forward. Any such changes to the GST rate or rules and regulations surrounding GST and the related uncertainties with respect to the implementation of GST may have a material adverse effect on our business, financial condition and results of operations. Further, as GST is implemented, there can be no assurance that we will not be required to comply with additional procedures or obtain additional approvals and licenses from the government and other regulatory bodies or that they will not impose onerous requirements and conditions on our operations. As the taxation system in India will see significant changes as a result of GST, its consequent effects cannot be determined at present and there can be no assurance that such effects would not adversely affect our business, future financial performance and the trading price of the Equity Shares.

In addition, on November 8, 2016, the Reserve Bank of India and the Ministry of Finance of the Government of India withdrew the legal tender status of ₹ 500 and ₹ 1,000 currency notes. Despite ₹ 500 and ₹ 2,000 notes being introduced since such demonetisation on November 8, 2016, the short-term effect of these developments has been, among other things, a decrease in liquidity of cash in India, which has in turn negatively affected consumer spending.

48. *Political, social and economic changes that could affect the economic conditions in India.*

Our Company is incorporated in India and its assets are located in India. Consequently, our performance and the market price of the Equity Shares may 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:

- the macroeconomic climate, including any increase in Indian interest rates or inflation;
- 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;
- volatility in, and actual or perceived trends in trading activity on, India's principal stock exchanges;
- changes in India's tax, trade, fiscal or monetary policies;
- political instability, riots, terrorism or military conflict in India or in countries in the region or globally, including in India's various neighbouring countries;
- occurrence of natural or man-made disasters;
- prevailing regional or global economic conditions, including in India's principal export markets;
- other significant regulatory or economic developments in or affecting India or its consumption sector;
- international business practices that may conflict with other customs or legal requirements to which we are subject, including anti-bribery and anti-corruption laws;
- protectionist and other adverse public policies, including local content requirements, import/export tariffs, increased regulations or capital investment requirements;
- logistical and communications challenges;
- downgrading of India's sovereign debt rating by rating agencies; and
- being subject to the jurisdiction of foreign courts, including uncertainty of judicial processes and difficulty enforcing contractual agreements or judgments in foreign legal systems or incurring additional costs to do so.

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could adversely affect our business, results of operations and financial condition and the price of the Equity Shares.

49. *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 the past 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. Such volatility and financial disruptions could materially and adversely affect our business, prospects, financial condition, results of operations and cash flows.

50. *If inflation rises in India, increased costs may result in a decline in profits.*

Inflation rates in India have been volatile in recent years, and such volatility may continue. Increasing inflation in India could cause a rise in the costs of rent, wages, raw materials and other expenses. If we are unable to increase our revenues sufficiently to offset our increased costs due to inflation, it could have a material adverse effect on our business, prospects, financial condition, results of operations and cash flows.

51. *Natural disasters, fires, epidemics, acts of war, terrorist attacks, civil unrest and other events could materially and adversely affect our business.*

Natural disasters (such as typhoons, flooding and earthquakes), epidemics, acts of war, terrorist attacks and other events, many of which are beyond our control, may lead to economic instability in India which may in turn materially and adversely affect our business, financial condition and results of operations.

Our operations may be adversely affected by fires, natural disasters and/or severe weather, which may require us to evacuate personnel, result in damage to our locations or inventory, suspend operations or generally reduce our productivity.

Further, India has witnessed terrorist attacks and civil disturbances in recent years and it is possible that future terrorist attacks or civil unrest as well as other adverse social, economic and political events in India could have a negative effect on us. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse effect on our business and the price of our Equity Shares.

52. *Our business and activities may be regulated by the Competition Act, 2002 and proceedings may be enforced against our Company.*

The Competition Act, 2002 (the “**Competition Act**”) seeks to prevent business practices that have a material adverse effect on competition in India. Under the Competition Act, any arrangement, understanding or action in concert between enterprises, whether formal or informal, which causes or is likely to cause a material adverse effect on competition in India is void and attracts substantial monetary penalties. Any agreement that directly or indirectly determines purchase or sale prices, limits or controls production, shares the market by way of geographical area, or number of customers in the market is presumed to have a material adverse effect on competition in the relevant market in India and shall be void.

The Competition Act aims to, among other things, prohibit all agreements and transactions, which may have an appreciable adverse effect in India. Consequently, all agreements entered into by us could be within the purview of the Competition Act. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside of India if such agreement, conduct or combination has an appreciable adverse effect in India. However, the effect of the provisions of the Competition Act on the agreements entered into by us cannot be predicted with certainty at this stage. We are not currently party to any outstanding proceedings, nor have we received notice in relation to non-compliance with the Competition Act or the agreements entered into by us. However, if we are affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act, or any enforcement proceedings initiated by the CCI, or any adverse publicity that may be generated due to scrutiny or prosecution by the CCI or if any prohibition or substantial penalties are levied under the Competition Act, it would adversely affect our business, financial condition, results of operations and prospects.

53. *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 valuation and reporting requirements specified by the RBI. If a transfer of shares is not in compliance with such requirements and does not fall under any of the exceptions specified by the RBI, then the RBI’s prior approval is 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. We cannot assure you 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 “*Restriction on Foreign Ownership of Indian Securities*” on page 388.

Under the current FDI Policy of 2017, (effective from August 28, 2017) foreign investment up to 100% of the paid-up share capital of a company engaged in the pharmaceutical sector is permitted under the automatic route for greenfield investments, whereas for brownfield investments, foreign investment up to 74% of such company’s paid-up share capital is permitted under the automatic route and foreign investment exceeding 74% up to 100% is permitted under the government route (i.e., with a prior approval from the Government of India) subject the compliance with the sectoral conditions specified therein.

In accordance with the FEMA 20, participation by non-residents in the Offer is restricted to participation by (i) FPIs under Schedule 2 of the FEMA 20, subject to the limit of an FPI holding below 10% of the post-Offer

paid-up capital of our Company and the aggregate limit for FPI investment not exceeding 49% of the post-Offer paid-up capital of our Company; and (ii) eligible NRIs only on non-repatriation basis under Schedule 4 of the FEMA 20, in accordance with applicable law, subject to the limit of an individual NRI holding below 5% of the post-Offer paid-up capital of our Company and the aggregate limit for NRI investment to 10% of the post-Offer paid-up capital of our Company. Further, other non-residents such as FVCIs and multilateral and bilateral development financial institutions are not permitted to participate in the Offer. As per the existing policy of the Government, OCBs cannot participate in this Offer. For more information on bids by FPIs and Eligible NRIs, see “Offer Procedure - Part A” on page 343.

Risks Related to Equity Shares

54. *An active trading market for the Equity Shares may not develop and the price of the Equity Shares may be volatile.*

Prior to the Offer, there has been no public market for the Equity Shares. An active public trading market for the Equity Shares may not develop or, if it develops, may not be maintained after the Offer. Our Company, in consultation with the BRLMs, will determine the Offer Price. The Offer Price may be higher than the trading price of our Equity Shares following the Offer. As a result, investors may not be able to sell their Equity Shares at or above the Offer Price or at the time that they would like to sell. The trading price of the Equity Shares after the Offer may be subject to significant fluctuations and be influenced by many factors, including:

- the history of, and the prospects for, our business and the sector and industry in which we compete;
- an assessment of our management, our past and present operations, and the prospects for, and timing of, our future revenues and cost structures;
- the present state of our development;
- the valuation of publicly traded companies that are engaged in business activity similar to ours,
- economic conditions in India;
- the volatility of the stock market in India and securities markets elsewhere in the world;
- the performance of our competitors and the perception in the market about investments in the retail industry;
- changes in the estimates of our performance or recommendations by financial analysts;
- significant developments in India's economic liberalization and deregulation policies; and
- significant developments in India's fiscal and environmental regulations.

There can be no assurances that the prices at which the Equity Shares are initially traded will correspond to the prices at which the Equity Shares will trade in the market subsequently. In addition, the Indian stock market has from time to time experienced significant price and volume fluctuations that have affected the market prices for the securities of Indian companies. As a result, investors in the Equity Shares may experience a decrease in the value of the Equity Shares regardless of our operating performance or prospects.

55. *Any future issuance of Equity Shares or convertible securities, including options under any stock option plan or other equity linked securities may dilute your shareholding, and significant sales of Equity Shares by our major shareholders, may adversely affect the trading price of our Equity Shares.*

Any future issuances of Equity Shares by our Company after this Offer will dilute investors' holdings in our Company. Further, any significant sale of Equity Shares by our major shareholders after this Offer may adversely affect the trading price of our Equity Shares. In addition, the perception that such issuance or significant sales of Equity Shares may occur may adversely affect the trading price of our Equity Shares and impair our future ability to raise capital through offerings of Equity Shares.

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

Under current Indian tax laws, unless specifically exempted, capital gains arising from the sale of Equity Shares in an Indian company are generally taxable in India. The Finance Act has now levied taxes on such long-term capital gains exceeding ₹0.1 million arising from sale of equity shares on or after April 1, 2018, while continuing to exempt the unrealized capital gains earned up to January 31, 2018 on such equity shares. Accordingly, you may be subject to payment of long-term capital gains tax in India, in addition to payment

of STT, on the sale of any Equity Shares held for more than 12 months. STT will be levied on and collected by a domestic stock exchange on which the Equity Shares are sold.

Further, any gain realized on the sale of listed equity shares held for a period of 12 months or less will be subject to short-term capital gains tax in India. Capital gains arising from the sale of the Equity Shares may be partially exempt or exempt from taxation in India in cases where such exemption 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.

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

The Offer price will be determined by the book building process and may not be indicative of prices that will prevail in the open market following the Offer. The market price of the Equity Shares may be influenced by many factors, some of which are beyond our control, including:

- the failure of security analysts to cover the Equity Shares after this Offer, or changes in the estimates of our performance by analysts;
- the activities of competitors and suppliers;
- future sales of the Equity Shares by our Company or our shareholders;
- investor perception of us and the industry in which we operate;
- our quarterly or annual earnings or those of our competitors;
- developments affecting fiscal, industrial or environmental regulations;
- the public's reaction to our press releases and adverse media reports; and
- general economic conditions.

As a result of these factors, investors may not be able to resell their Equity Shares at or above the initial public offering price. In addition, the stock market often experiences price and volume fluctuations that are unrelated or disproportionate to the operating performance of a particular company. These broad market fluctuations and industry factors may materially reduce the market price of the Equity Shares, regardless of our Company's performance. There can be no assurance that the investor will be able to resell their Equity Shares at or above the Offer Price.

58. *Investors may have difficulty enforcing foreign judgments against our Company or our management.*

Our Company is a limited liability company incorporated under the laws of India. Our directors and executive officers are residents of India. Our Company's assets and the assets of our Directors and executive officers resident in India are located in India. As a result, it may be difficult for investors to effect service of process upon us or to enforce judgments obtained against our Company.

Recognition and enforcement of foreign judgments is provided for under Section 13 of the Code of Civil Procedure, 1908 ("CPC") on a statutory basis. Section 13 of the CPC provides that foreign judgments shall be conclusive regarding any matter directly adjudicated upon, except: (i) where the judgment has not been pronounced by a court of competent jurisdiction; (ii) where the judgment has not been given on the merits of the case; (iii) where it appears on the face of the proceedings that the judgment is founded on an incorrect view of international law or a refusal to recognise the law of India in cases to which such law is applicable; (iv) where the proceedings in which the judgment was obtained were opposed to natural justice; (v) where the judgment has been obtained by fraud; and (vi) where the judgment sustains a claim founded on a breach of any law then in force in India. Under the CPC, a court in India shall, upon the production of any document purporting to be a certified copy of a foreign judgment, presume that the judgment was pronounced by a court of competent jurisdiction, unless the contrary appears on record. However, under the CPC, such presumption may be displaced by proving that the court did not have jurisdiction.

India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. Section 44A of the CPC provides that where a foreign judgment has been rendered by a superior court, within the meaning of that Section, in any country or territory outside of India which the GoI has by notification declared to be in a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. However, Section 44A of the CPC is

applicable only to monetary decrees not being of the same nature as amounts payable in respect of taxes, other charges of a like nature or of a fine or other penalty. The United Kingdom, Singapore and Hong Kong among other jurisdictions have been declared by the Government of India to be reciprocating countries for the purposes of Section 44A of the CPC.

Further, there may be considerable delays in the disposal of suits by Indian courts. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action was brought in India. Furthermore, it is unlikely that an Indian court would enforce a foreign judgment if that court were of the view that the amount of damages awarded was excessive or inconsistent with public policy or Indian practice. It is uncertain as to whether an Indian court would enforce foreign judgments that would contravene or violate Indian law. However, a party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI under the FEMA to execute such a judgment or to repatriate any amount recovered.

Prominent Notes:

1. Initial public offering of up to [●] Equity Shares for cash at a price of ₹[●] per Equity Share aggregating to ₹[●] million, comprising a Fresh Issue of up to [●] Equity Shares aggregating up to ₹1,250 million by our Company and an Offer for Sale of up to 3,164,000 Equity Shares aggregating up to ₹[●] million by the Selling Shareholders (including an Offer for Sale of up to 360,000 Equity Shares aggregating up to ₹[●] million by Janak Shah, Offer for Sale of up to 360,000 Equity Shares aggregating up to ₹[●] million by Maya Shah and Offer for Sale of up to 2,444,000 Equity Shares aggregating up to ₹[●] million by NYLIM JB). The Offer shall constitute [●]% of the post-Offer paid-up capital of our Company.
2. Our Company’s Restated Net Worth as on March 31, 2018 was ₹ 1,743.55 million, as per our Restated Financial Statements – Ind AS Summary Statement of Assets and Liabilities. Our Company’s Restated Net Asset Value per Equity Share was ₹ 166.94, as per our Restated Financial Statements - Ind AS Summary Statement of Assets and Liabilities. For details, see “*Financial Statements*” on page 162.
3. The average cost of acquisition per Equity Share by our Promoters, computed by dividing cumulative amount paid by our Promoters to acquire Equity Shares by cumulative number of Equity Shares, is as given below:

Name of the Promoter	No. of Equity Shares held as on date of this DRHP	Average cost of acquisition per Equity Share (in ₹)
Janak Shah (<i>jointly held with Maya Shah</i>)	2,539,134	3.75
Maya Shah (<i>jointly held with Janak Shah</i>)	1,807,534	3.75
Ankur Shah Trust	1,800,000	Nil
Vishal Shah Trust	1,800,000	Nil

4. As on the date of the Draft Red Herring Prospectus, we do not have any Group Companies.
5. Our Company has not changed its name in the last three years preceding the date of this Draft Red Herring Prospectus. However, our Company has changed its name from *Inventia Healthcare Private Limited* to *Inventia Healthcare Limited* pursuant to its conversion into a public limited company.
6. There have been no financing arrangements whereby the members of the Promoter Group, our Directors and their relatives, have financed the purchase by any other person of securities of our Company other than in the normal course of business of the financing entity during the period of six months immediately preceding the date of filing of this Draft Red Herring Prospectus with SEBI.
7. The BRLMs have submitted a due diligence certificate with SEBI. For any complaints, information or clarifications pertaining to this Offer, the Bidders may contact the BRLMs, the Registrar to the Offer and our Company.
8. All grievances, in relation to the ASBA process, may be addressed to the Registrar to the Offer, with a copy to the relevant Designated Intermediary, with whom the ASBA Form was submitted, quoting the full name of the sole or first Bidder, ASBA Form number, Bidders’ DP ID, Client ID, PAN, address of the Bidder, number of Equity Shares applied for, date of submission of ASBA Form, name and address of the relevant

Designated Intermediary, where the ASBA Form was submitted by the Bidder and ASBA Account number in which the amount equivalent to the Bid Amount was blocked. Further, the Bidder shall enclose the Acknowledgement Slip or provide the acknowledgement number received from the Designated Intermediary(ies) in addition to the documents/information mentioned hereinabove.

9. All grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or first Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, date of the Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for, Bid Amount paid on submission of the Bid cum Application Form and the name and address of the BRLMs where the Bid cum Application Form was submitted by the Anchor Investor.

SECTION III – INTRODUCTION

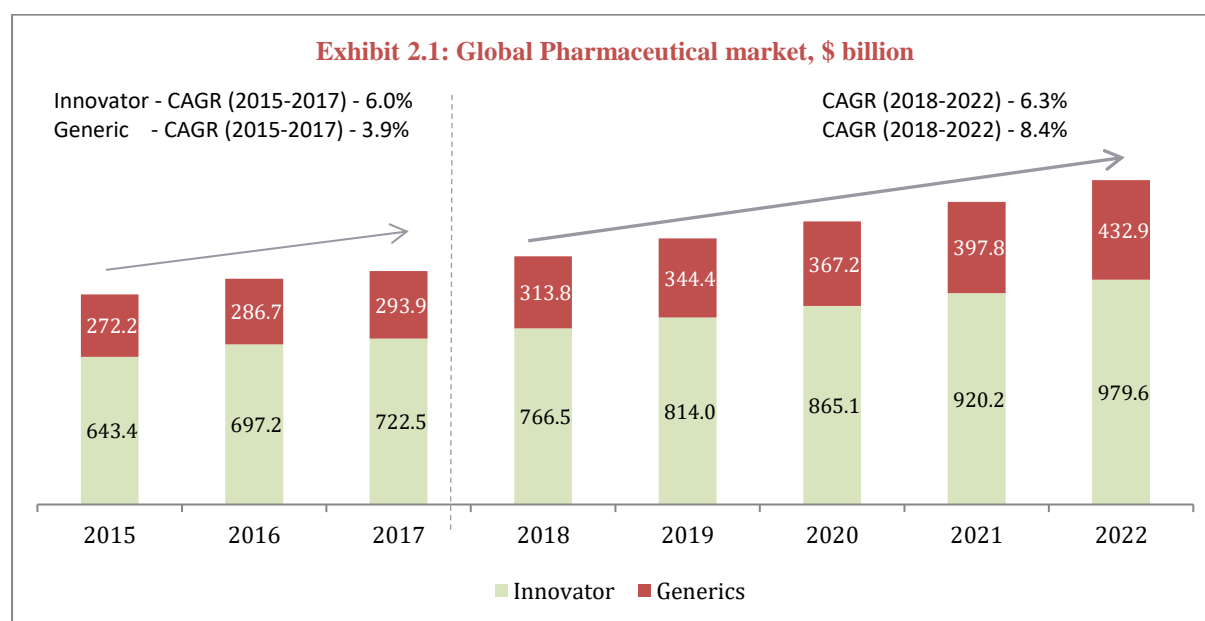
SUMMARY OF INDUSTRY

The information in this section has been extracted from a report on the Value Added Generics Pharmaceuticals Market, compiled by Frost and Sullivan (I) Private Limited dated September 17, 2018 (“F&S Report”). While we have exercised reasonable care in reproducing such official, industry, market and other data in this document, neither our Company, the BRLMs nor any other person connected with the Offer has independently verified this information and, accordingly, this information should not be relied on as if it had been so verified. This section should be read in conjunction with “Industry Overview” on page 95.

Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured and, accordingly, investment decisions should not be based on such information. All references to years in the section below are to calendar years unless specified otherwise.

Global Pharmaceutical Industry

The global pharmaceutical market was estimated to be around \$1,016.4 billion in 2017 and is expected to grow at a CAGR (2018–2022) of 6.9% annually to reach \$1,412.5 billion by 2022. Growth in the market is majorly attributed to the launch of novel therapies, expansion of existing therapies and other growth attributed drivers. Generics, which is 28.9% of the current market, will increase from \$293.9 billion in 2017 to \$432.9 billion in 2022 at a CAGR of 8.4% during the forecast period.



Source: IMS MIDAS, Frost & Sullivan Analysis

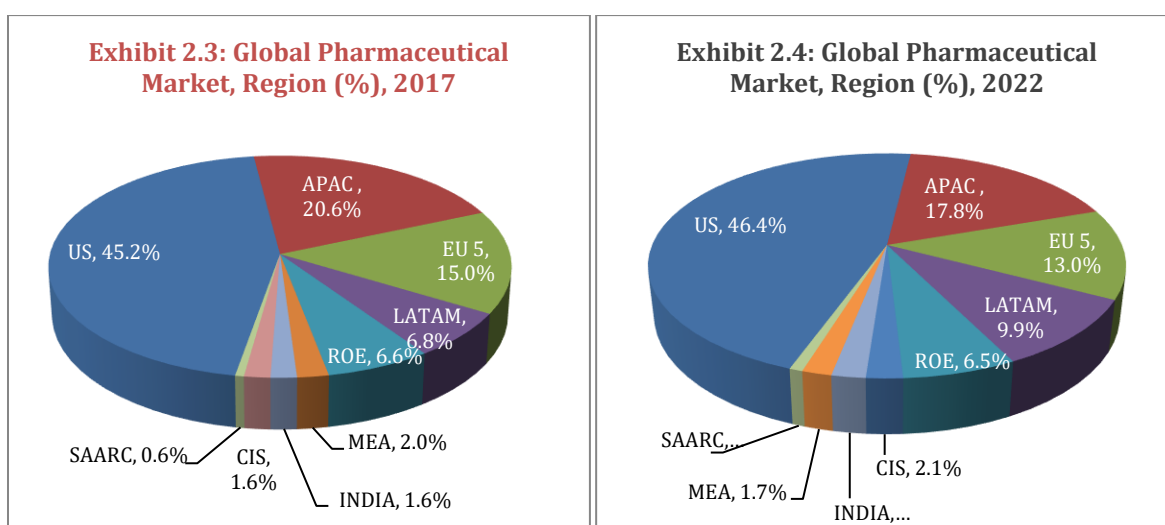
Global Pharmaceutical Market by Region

During the forecast period (2018-2022), USA, with a revenue share of 46.4% by 2022, is expected to show strong CAGR of 7.4% and EU5, APAC and MEA are expected to show moderate growth of 3.7%. ROE at 6.5% is expected to match growth rate of the global market. Regions like LATAM (15.5%), SAARC (13.9%), CIS (12.2%) and India (10.6%) are set to show double digit growth in next five years.

- Exhibit 2.2b: Global Pharmaceutical Market, Region, CAGR (%)

Global Pharmaceutical Market	CAGR (2015-2017)	CAGR (2018-2022)
LATAM	13.8%	15.5%
SAARC	13.0%	13.9%
CIS	8.9%	12.2%
INDIA	7.2%	10.6%
US	6.3%	7.4%
ROE	4.3%	6.5%
EU 5	3.0%	3.7%
APAC	2.9%	3.7%
MEA	0.9%	3.7%
Global Pharmaceutical Market	5.4%	6.9%

Source: IMS MIDAS, Frost & Sullivan Analysis



Source: IMS MIDAS, Frost & Sullivan Analysis

Global Pharmaceutical Market Share of Innovator and Generics

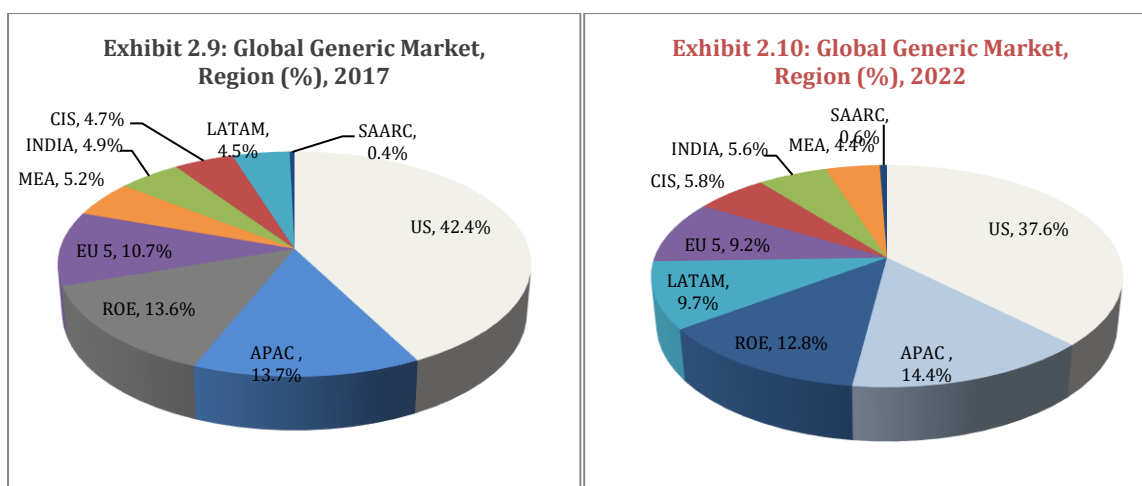
The global generic pharmaceutical market is expected to grow at a higher rate than the innovator market. Global generic pharmaceutical market is expected to grow at a CAGR of 8.4% compared to CAGR of 6.3% of the innovator during the forecast period. By virtue of this growth, generics share in the global pharmaceutical market is expected to increase from 28.9% in 2017 to 30.6% in 2022. The generic share is expected to increase with the adoption of generic policies, promotion of generics by governments and regulatory bodies.

- Market Overview of Global Generics Industry**

The US generic pharmaceuticals market has a share of 42.4%, and is the world’s largest generic pharmaceuticals market. India, LATAM, CIS, ROE, MEA, SAARC, and APAC are most promising in terms of growth and opportunities for generics, and together they constitute 33% of the global generic pharmaceutical market. The generic pharmaceutical market is expected to grow at a CAGR of 8.4% during the forecast period.

- Global Generic Pharmaceutical Market by Region - Market Size by Revenue**

Pharmemerging markets like LATAM, SAARC, CIS and India show double-digit growth in the range of 11-26%, whereas developed markets cannot match the pace and are expected to lie between 4-10%. From 2018 to 2022, APAC is expected to grow at a CAGR of 9.2% followed by US (5.7%) and EU5 (5.0%).



Source: IMS MIDAS, Frost & Sullivan Analysis

- Exhibit 2.11: Growth in the Global Generic Pharmaceutical Market by Region

Global Pharmaceutical Market	CAGR (2015-2017)	CAGR (2018-2022)
LATAM	22.0%	26.3%
SAARC	14.5%	18.5%
CIS	9.3%	13.1%
INDIA	7.3%	11.1%
APAC	5.5%	9.2%
ROE	3.3%	6.9%
US	2.1%	5.7%
EU 5	1.5%	5.0%
MEA	1.3%	4.8%
Global Generic Pharmaceutical Market	3.9%	8.4%

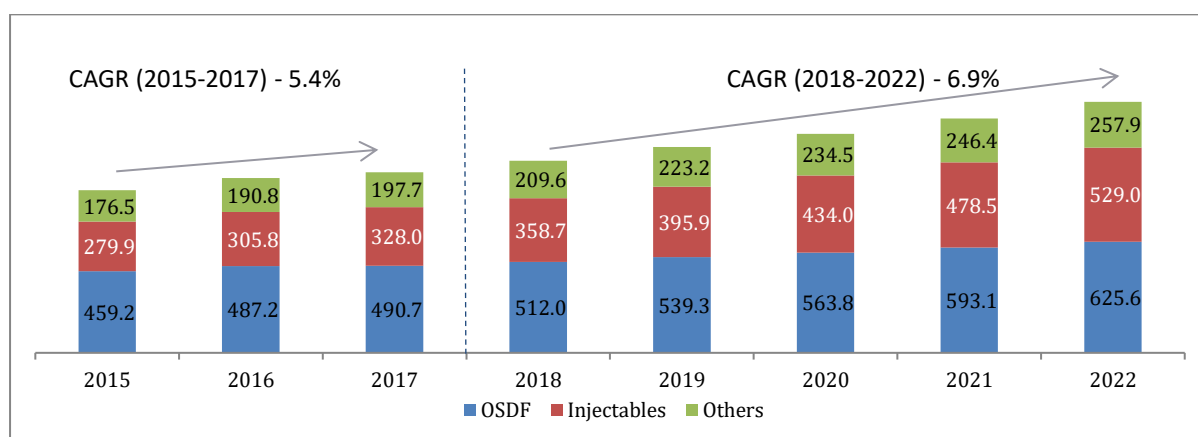
Source: IMS MIDAS, Frost & Sullivan Analysis

In the recent times, India has come up as a vital market for consumption as well manufacturing of generics, and is now aiming to export over 34% to the US, 24% to MEA, 20% to APAC and CIS, 16% to Europe and 9% to LATAM every year. Participants in the generics industry are now focusing on premium biological therapies, biosimilars, and specialty segments owing to lower competition and higher commercial benefits. Most generic companies are trying to expand their market presence by increasing consolidation through cooperative alliances, mergers, and acquisitions. The future of generics looks promising, due to mounting cost containment pressures on healthcare organizations, aging population, and several blockbuster drugs going off patent in the next few years.

Global OSDF Market Overview

The global pharmaceutical market is estimated to be around \$1,016.4 billion in 2017 and is expected to grow at a CAGR (2018–2022) of 6.9% to reach \$1,412.5 billion by 2022. Of the total market, oral solid dosage formulation (OSDF) accounts for 48%, injectable constitutes 32% and rest 20% are other formulations.

• **Exhibit 3.1: Global Pharmaceutical Market, Formulation Type, Revenue (\$ Billion)**



Source: IMS MIDAS, Frost & Sullivan Analysis

Market size split of Formulations Export from India

India is the largest supplier to the US pharmaceutical market due to rising demand for high quality generic drugs. Apart from US, markets like Brazil, Mexico, Russia, South Africa and Southeast Asia are emerging as the main export markets for generic drugs

Formulation export market is expected to grow at a steady CAGR of 6.5%. The formulation export market was the major contributor to total Indian Pharma export market between 2015-2017 fiscal years and will continue to do so steadily contributing to more than 75% of the market. A high demand for generic and complex generic drugs and the success of Indian Pharma companies in emerging markets with branded generics and branded products will fuel this growth trend.

Overview of Global Injectable Market

Injectable is a specialized and niche area within the pharmaceutical industry due to the high complexity involved during development and manufacturing. Sterile injectable products have a major role in treating diseases which include anaesthesia, critical care, anti-infective, renal care, infusion therapy, enteral & parenteral nutrition and oncology. As life sciences firms have increasingly shifted their focus to therapeutic segments like Oncology, biologics have become a larger component of the pharmaceutical industry’s development pipeline. Further, novel drug delivery systems that provide targeted therapies are gaining prominence. These two factors, among others, have led to a rapid growth in the Injectable technologies and formulations’ market.

Overview of global Nutraceuticals market

Introduction

Nutraceuticals are products that provide health, wellness and medicinal benefits, in addition to the basic nutritional value found in foodstuff. Primarily used in functional foods and dietary supplements, nutraceutical ingredients are natural bioactive, chemical compounds that have health promoting, disease preventing or medicinal properties.

Nutraceuticals include dietary supplements and functional foods & beverages.

Growth of the Nutraceutical Market

The industry grew at a rate of 14-15% between 2002-2010; however, post 2010 growth of the industry tapered down significantly which was partly attributed to the after effects of recession and partly due to the increasing commoditization in the industry.

The industry is expected to exhibit an annual average growth of 7.5-8.5% till 2022 mainly driven by growth from India, China, Southeast Asia and Brazil.

SUMMARY OF BUSINESS

Some of the information in this section, including information with respect to our plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read “Forward Looking Statements” on page 15 for a discussion of the risks and uncertainties related to such statements and also “Risk Factors”, “Financial Statements” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” on pages 17, 162 and 280, 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. 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 Financial Statements and other information relating to our business and operations included in this Draft Red Herring Prospectus. This section should be read in conjunction with “Our Business” on page 113.

Unless otherwise indicated or the context otherwise requires, the financial information included herein is based on our Restated Financial Statements included in this Draft Red Herring Prospectus. For further information, see “Financial Statements” on page 162.

Unless the context otherwise requires, in this section, references to “we”, “us”, or “our” refers to Inventia Healthcare Limited.

Unless otherwise indicated, industry and market data used in this section has been derived from the report “Value Added Generics Pharmaceuticals Market” dated September 17, 2018 prepared and issued by Frost and Sullivan (I) Private Limited (the “F&S Report”) commissioned by us. Unless otherwise indicated, all industry and other related information derived from the F&S Report and included herein with respect to any particular year refers to such information for the relevant calendar year.

Overview

We are a pharmaceutical development and manufacturing company headquartered in Mumbai with over 30 years of operations. Our focus is on development of value added oral solid dosage formulations (“OSDF”). Over the years, we have developed capabilities in offering end to end solutions in the product development process, right from research and development all the way to final manufacturing and packaging. We believe that value added OSDF market has a high barrier to entry as these products are generally difficult to develop and require special know-how from the development and manufacturing perspective compared to conventional generic products. The global value added OSDF market was valued at \$ 81.7 billion in 2017 and is expected to grow at a CAGR of 5% between 2018-2022 to reach \$ 103.9 billion by 2022. (Source: F&S Report)

We develop and manufacture our products in-house. Once a product is developed, we partner with mid-sized and large pharmaceutical companies and distributors which have a local or multi-national presence to sell our products across various jurisdictions. Unlike contract research and contract manufacturing companies, for most of our products, the proprietary technology and manufacturing rights remain with our Company and these products are sold on a non-exclusive basis under the partner’s brand name. Based on our arrangement with the partner, we mostly sell products to our partners at a fixed transfer price or we receive a share of profits from the sales. The key therapeutic areas which we cater to are anti-diabetic, gastrointestinal, CVC, CNS and musculoskeletal segments.

In order to de-risk our business and to reduce our dependence on any particular region, we cater to various markets as follows:

- **Domestic Market:** In India, we largely sell finished products such as capsules and tablets to our partners on a non-exclusive basis. Our revenues from our domestic market business for Fiscal 2018, 2017 and 2016 was ₹ 934.04 million, ₹ 1,190.05 million and ₹ 1,293.85 million, respectively.
- **Export Market:** We export semi-finished products such as pellets and granules as well finished products such as capsules and tablets. Our semi-finished products are directly sold to our partners who are engaged in manufacturing, whereas our finished products are registered largely by us in the respective country and then marketed and distributed by our partners. Our revenues from our export market business for Fiscal 2018, 2017 and 2016 was ₹ 2,014.29 million, ₹ 1,511.05 million and ₹ 1,048.26 million, respectively.

The break-up of our revenues from our export markets between regions during the last three Fiscals is set out below:

(in ₹million)

Regions	Fiscal 2018	Fiscal 2017	Fiscal 2016
Latin America	795.61	648.22	377.06
South East Asia	419.90	336.70	289.27
SAARC (excluding India)	372.67	318.49	215.50
North America	356.94	153.14	115.67
Middle East and Africa	55.72	45.58	44.81
CIS	13.46	8.93	5.96
Total	2,014.29	1,511.05	1,048.26

Our focus in the export markets has primarily been in emerging markets. The countries we cater to in specific regions are:

- **SAARC (excluding India):** Bangladesh, Pakistan and Sri Lanka;
- **North America:** United States;
- **Latin America:** Brazil, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Ecuador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Peru, Trinidad and Tobago and Venezuela;
- **Middle East and Africa:** Cameroon, Congo, Ghana, Jordan, Kenya, Lebanon, Nigeria, Senegal, Togo, UAE and Uganda;
- **Europe:** Portugal and United Kingdom;
- **South East Asia:** Brunei, Cambodia, Malaysia, Myanmar, Philippines, South Korea and Vietnam;
- **CIS:** Kazakistan, Ukraine and Uzbekistan.

During the years 2018-2022, within the global pharmaceutical market, pharmerging regions are expected to show double-digit growth in the range of 10-15%, whereas developed markets cannot match the pace and would be in the range of 4-8%. Our focus is on high-growth emerging markets. The value added OSDF market in emerging regions like SAARC, India, CIS and LATAM is expected to grow strongly at a rate of 16.7%, 12.9%, 11.9% and 10.6%, respectively between 2018 and 2022. US is expected to match the pace with the value added OSDF market and grow at a CAGR of 4.8% for the next five years. APAC, MENA and ROE are expected to show rates of 5.8%, 3.1% and 2.3%, respectively. (Source: F&S Report)

We believe that R&D is critical to our growth. Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively. The R&D expenditure incurred by our Company constituted 11.22 %, 9.31%, 10.21%, 8.52% and 8.60% of our revenue from operations for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively and as a part of our strategy, we intend to continue investing significantly in our R&D initiatives. For further details see "Summary Financial Information – Summary of expenditure directly related to research and development" on page 56. Our R&D centre situated at Thane is accredited by Department of Scientific and Industrial Research Technology, the Ministry of Science and Technology of the Government of India and employs 159 employees and 98 scientists as of June 30, 2018. Our R&D activities include research on new products and drug delivery platforms such as controlled drug delivery, multiple-unit pellets system, multi-layer tablet technology and gastro-retentive drug delivery. As a result of our R&D efforts, as on the date of Draft Red Herring Prospectus, we have filed 209 dossiers and our product portfolio comprises of 230 commercialised products in various jurisdictions.

As on the date of this Draft Red Herring Prospectus, we have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

We have a modern accredited manufacturing facility at Ambarnath which is located close to our R&D facility. Our manufacturing facility is spread across approximately 20,000 square meters and is strategically located close to an airport and a port.

Our manufacturing facility has been approved by prominent regulatory agencies including (i) US Food and Drug Administration; (ii) Ministry of Health and Prevention, UAE; (iii) Medicines and Healthcare Products Regulatory Agency, UK; (iv) Korea Food and Drug Administration; (v) Ministry of Health, Republic of Kenya; (vi) Jordan Food and Drug Administration; (vii) Drug Administration and Control Authority of Ethiopia; (viii) State Service

Of Ukraine on Medicines and Drugs Control; and (ix) Colombia National Food and Drug Surveillance Institute (INVIMA).

For the years ended March 31, 2018, 2017 and 2016, our revenue from operations was ₹ 3,092.42 million, ₹ 2,773.71 million and ₹ 2,405.91 million, respectively. Our total comprehensive income/ (loss) for the year was ₹ 157.62 million, ₹ 140.45 million and ₹ 132.84 million, respectively, for the years ended March 31, 2018, 2017 and 2016. Our EBITDA has grown at a CAGR of 12.67% from ₹ 316.46 million to ₹ 452.65 million between Fiscal 2016 to Fiscal 2018. For further details, see "*Summary Financial Information - Reconciliation of Restated EBITDA to restated Profit attributable to equity shareholders for the period*" on page 58.

Our Strengths

The following are our key strengths which we believe enable us to compete in our principal markets.

Accredited research and manufacturing facilities which enables us to provide end to end solutions as well as serve multiple jurisdictions

We offer end-to-end solutions to our partners right from research and development all the way to the final manufacturing and packaging of the product across emerging and regulated markets. We are able to achieve this through a combination of value added OSDF products developed at our research and development centre coupled with our manufacturing facility which has been certified by various international regulatory agencies. We have been increasingly investing in R&D. Our investment in R&D has increased by 125.55% from ₹154.62 million in Fiscal 2014 to ₹348.75 million in Fiscal 2018. As a result of our R&D efforts, we have successfully developed various products, processes and technologies for diverse therapeutic segments and as on the date of this Draft Red Herring Prospectus, our Company has made dossier filings and commercialised products across various regions as set out below:

Region	Dossier Filed*	Product Commercialised**
CIS	3	12
India	26	26
Latin America	92	36
EU	-	2
MENA	28	46
North America	7	7
SAARC	15	35
SEA	38	66
Total	209	230

* In case of a product commercialized in more than one jurisdiction, the dossier filing is required to be made separately in each country and accordingly the number of products commercialised would be lower than the number of dossiers indicated above

**Products commercialized includes products where the dossiers are held by the partners

As on the date of this Draft Red Herring Prospectus, our Company have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

Once a product is developed at our R&D capabilities and approved by regulatory bodies, we have a modern manufacturing facility situated at Ambernath which enables us to manufacture and pack these products. Our manufacturing facility is approved by prominent regulatory agencies across the globe. This enables us to attract and work with partners who have a regional as well as a global presence. Having our manufacturing facility accredited with various regulatory agencies enables our partners to launch our products across diverse regions in a time-efficient and streamlined manner. Multiple certifications ensure that all our products are manufactured under stringent quality control. We believe that this differentiating factor positions us as a preferred development and manufacturing partner.

Multifaceted product selection process targeting value added OSDF products which have high margins

Our product portfolio includes value added OSDF products which we believe are either difficult to formulate, manufacture or may face complex legal and regulatory challenges. Our multifaceted product selection process involves studying trends both from a commercial and clinical perspective and continuously interacting with our partners to identify and fill gaps in their product portfolio. We undertake this process through a dedicated portfolio

evaluation team. This process enables us to identify potential gaps in a therapeutic segment as well as in our partners' product portfolio. This customized approach of product identification has helped us build and maintain long-standing relationships with our partners as well as develop products which would be easier to commercialize and earn revenues. We continually evaluate our product portfolio and focus on developing new products as well as improving our existing products. Further, through our technology platforms which are developed in-house, we are also able to effectively formulate difficult products across a wide range of therapeutic categories. Our customized product selection process helps us retain flexibility in our product selection without any specific focus or dependence on any one therapeutic area. Our Gross Margin for Fiscal 2018, 2017 and 2016 were 50.83%, 49.91% and 46.39% respectively. Our presence across different therapeutic segments helps us to mitigate the risk of dependence or downturn in any particular segment. For further details, see "Summary Financial Information - Computation of Gross Margin" on page 57.

Flexible business model and long-standing relationship with our partners

We have a flexible business model and are able to select the appropriate channel for selling our products based on the opportunities which are available. The various models through which we currently sell our products are as follows:

- **Licensing of products to partners:** This is our primary model to sell of our products. Under this model, we study market trends both from a commercial and regulatory perspective and upon interaction with partners, we offer semi-finished or finished products depending on the need of our partner. In markets where import of finished products is prohibited or difficult from a regulatory perspective, we supply our semi-finished products to our partner who in turn make the finished dosage at their respective manufacturing facilities. For semi-finished products, the dossiers are primarily held by our partners. For finished products, our partners are primarily responsible for marketing and distribution of the product in their brand name. The dossiers for our finished products are primarily registered in our name. This model ensures a long-term revenue stream for our products while ensuring the proprietary technology remains with us. These arrangements are both exclusive as well as non-exclusive depending on the geographies and the product. We either sell products to our partners at a fixed transfer price or we receive a share of profits from the partner's sale of the product in the region.
- **Co-marketing through a distributor:** Under this model, the product is developed by us using our proprietary technology and is subsequently manufactured at our facility. We then register the dossier in our name. Our partner is only responsible for distributing our products under our brand name. We sell products to our distributors at a fixed transfer price.
- **Contract manufacturing:** We use this model selectively depending on the volume and value potential of the product. The product ownership and technology remain with the partners and we only manufacture these products on a contract basis.

In Fiscal 2018, we sold our products in 28 countries across various regions such as India, SAARC (excluding India), North America, Latin America, Middle East and Africa, Europe, South East Asia and CIS.

We believe that we have de-risked our business to a large extent by conducting our business through a combination of the above-mentioned business models as well as having the ability to sell our products to multiple partners in various regions.

We have long standing relationship with our partners with some of our relationships extending over five years. Our long-term association with our partners, increases the sales life of our products as well as provides us with steady revenue flows.

Experienced management team with extensive industry experience and proven track record

We have a strong and experienced management team which we believe has positioned our business well for continued growth and development. Our individual Promoters have played a key role in developing our business and we benefit from their significant experience in the pharmaceutical business. We also have a qualified key management team with experience in the domestic and international pharmaceutical industries, including in the areas of R&D, manufacturing, quality control, information technology, strategy and business development. We believe that the healthcare domain knowledge and experience of our individual Promoters and our key

management team provides us with a significant competitive advantage as we seek to grow in our existing markets and enter new segments and geographies. The success of our management team is also demonstrated by our growth including our ability to develop new products as well as attract and retain our partners over a long period of time. Our experienced management team has enabled us to improve our financial results over the years and increase portfolio of our products as well as our markets. We believe our management team has demonstrated its ability to execute our business plan and has the skills and experience needed to implement our strategic objectives related to our business and expansion in the future.

Our Strategy

Continue to focus on value added OSDF with high entry barriers which can be marketed in multiple regions

As a part of our growth strategy, we intend to continue development and manufacture of value added OSDF by entering into new partnerships with existing as well as new partners. Further, we continue to identify products having a high-entry-barrier as a long-term growth opportunity. We have made and expect to continue to make investments in development of such products. Further, we intend to have a direct presence by setting up business development offices in geographies such as North America, Europe and South East Asia to enable us to strengthen our relationships with our existing partners as well as explore business opportunities with new partners in these regions. We are also setting up a new manufacturing facility within India to reduce dependence on a single facility.

Foray into high growth injectables segment

We intend to leverage our existing relationships and our business experience to explore opportunities in the high growth injectables business. The global injectables market is estimated to be worth \$328 billion in 2017 and is expected to grow at a CAGR of 10.2% to reach \$529 billion by 2022. Injectables constitute 32% of the global market and are growing faster than the overall market at a CAGR of 10.2% (2018-2022). (source: F&S Report). We believe that the injectables business will complement our existing OSD business by enabling us to offer a wider range of dosage forms to our existing partners. With the growing demand for injectables, we believe we can build a supply pipeline for injectables in geographies where our existing partners operate as well as in new geographies. We have recently entered into a co-development arrangement to manufacture and commercialise an injectable product with the final objective of commercializing these products. Going forward, we intend to set up a dedicated manufacturing facility and an R&D centre to develop and manufacture injectable products with a final objective of commercialising these products through partners. Additionally, we also intend to commence licensing of certain injectable products. We believe our entry in the injectables segment, domestically and internationally would increase our revenue and profitability.

Foray into the nutraceuticals segment

Our Company intends to leverage its capabilities to explore growth opportunities in the nutraceuticals segment by developing and manufacturing branded nutraceutical ingredients as well as finished nutraceutical products in the domestic and international markets. The Indian nutraceutical market is expected to reach about \$7.7 billion by 2022 from the current level of \$3.6 billion in 2017, growing at a CAGR of 17%. The global nutraceuticals market is expected to reach \$395 billion in 2022 from \$287 billion in 2017 at a CAGR of 6.6%. (Source: F&S Report) We intend to focus on clinically tested nutraceuticals ingredients within the nutraceuticals segment. Towards this end, we are in the process of setting-up an R&D centre and manufacturing facility focused on manufacturing and development of our nutraceutical products. Further, we are undertaking studies and market assessments to identify products for development in the nutraceuticals segment with the final objective of commercializing these products through partners. We believe we can build a supply pipeline for our nutraceutical products in geographies where our existing partners operate as well as in new geographies. We believe our entry in the nutraceuticals segment would increase our revenue and profitability.

Expand our research and development and manufacturing capabilities

We intend to increase our initiatives in research and development in order to provide us with an additional capability and enhance our differentiated product portfolio in both domestic and export markets. Our research and development and manufacturing initiatives are determined by market demand and driven by technological updates. As a part of our growth strategy, we are in the process of setting up a dedicated R&D centre in Thane which will have capabilities to develop products for our OSD, injectables and nutraceuticals business to support

our growth strategy. We are also in the process of expanding capacities at our Ambarnath Facility as well as exploring opportunities for setting up a new manufacturing facility within India to reduce dependence on a single facility. Further, we are also setting up a dedicated manufacturing facility in Thane focused on manufacturing and development of our nutraceutical products. Further, we are also exploring opportunities to set up a new manufacturing facility for injectables.

Selling our finished formulations under our brand and bid for government and institutional tenders in the domestic market

With a view to monetize our manufacturing capabilities, in addition to our current business model, we intend to set up a marketing and sales team to market our finished products in India under our brand. The marketing team shall comprise of employees who would have experience in therapeutic areas such as cardiology, neurology, anti-diabetes and oncology. Our Company also proposes to establish warehouses and tie up with C&F agents to support marketing and sales initiatives.

We believe the institutional segment presents an attractive opportunity for growth due to its high volumes, high new prescription generation and focus on quality. Further, we also propose to market our finished formulations to institutions such as hospitals and corporate chains through a dedicated team. We have recently commenced participating in competitive tender process for supply of our products to various government agencies, private entities and institutions. We intend to build relationships with institutional partners as well as continue bidding for government contracts.

SUMMARY FINANCIAL INFORMATION

The following tables set forth summary financial information derived from our Restated Financial Statements as of and for the fiscal years ended March 31, 2014, 2015, 2016, 2017 and 2018. The summary financial information presented below should be read in conjunction with our Restated Financial Statements included in “*Financial Statements*” on page 162, the notes thereto and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on page 280.

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Restated Ind AS Financial Information of Assets and Liabilities

(in ₹ million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Assets					
Non-current assets					
Property, plant and equipment	1,163.56	932.83	965.93	929.05	992.67
Capital work in progress	123.57	43.66	7.08	7.98	0.59
Investment Property	-	-	135.54	137.08	138.62
Intangible assets	173.03	82.16	72.16	9.75	14.33
Intangible assets under development	378.56	380.58	327.56	330.79	248.71
Financial assets					
Investments	0.03	0.03	0.03	0.03	0.03
Loans	0.52	0.83	1.20	0.66	6.19
Other financial assets	39.75	138.05	33.44	28.96	27.27
Income Tax Assets	7.00	7.00	10.66	11.57	9.10
Other non-current assets	52.03	25.15	9.27	13.79	4.62
Deferred tax Assets (Net)	30.50	74.61	122.83	109.47	87.98
	1,968.55	1,684.90	1,685.70	1,579.13	1,530.11
Current assets					
Inventories	535.07	492.06	444.86	353.35	204.24
Financial assets					
Trade receivable	837.31	471.85	435.34	251.41	230.98
Cash and cash equivalents	7.18	17.10	38.47	14.70	8.31
Other bank balances	16.68	2.34	1.99	21.94	1.75
Loans	1.33	1.99	1.59	1.66	3.30
Other financial assets	56.16	32.98	33.64	24.62	13.99
Other current assets	334.77	106.83	69.21	50.59	38.36
	1,788.50	1,125.15	1,025.10	718.27	500.93
Total assets	3,757.05	2,810.05	2,710.80	2,297.40	2,031.04
Equity & liabilities					
Equity					
Equity share capital	78.33	78.33	78.33	78.33	78.33
Other equity	1,665.22	1,564.17	1,472.08	1,363.74	1,322.67
	1,743.55	1,642.50	1,550.41	1,442.07	1401.00
Liabilities					
Non-current liabilities					
Financial liabilities					
Borrowings	468.90	198.02	223.86	243.86	178.13
Trade payables	10.21	15.76	3.27	9.81	8.74
Other financial liabilities	18.00	-	-	-	-
Provisions	22.56	8.87	11.85	8.23	5.85
Contract Liabilities	159.75	138.40	135.98	84.27	42.60
	679.42	361.05	374.96	346.17	235.32
Current liabilities					
Financial liabilities					
Borrowings	417.06	246.89	305.15	122.59	75.47
Trade payables	657.29	401.14	334.39	238.34	200.96
Other financial liabilities	209.68	134.21	110.84	127.66	95.58
Other current liabilities	8.87	11.80	9.60	15.38	6.58
Government Grant	22.42	8.81	1.60	-	3.22
Provisions	2.58	-	8.03	4.31	12.58
Contract Liabilities	9.67	2.16	1.77	0.88	0.17
Current tax liabilities (net)	6.51	1.49	14.05	-	0.16
	1,334.08	806.50	785.43	509.16	394.72
Total equity & liabilities	3,757.05	2,810.05	2,710.80	2,297.40	2,031.04

Restated Ind AS Financial Information of Profit and Loss
(in ₹ million, unless otherwise stated)

Particulars	For the year ended				
	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Income					
Revenue from operations	3,092.42	2,773.71	2,405.91	2,075.02	1,792.40
Other income	15.79	30.48	66.37	15.40	5.88
Total Income	3,108.21	2,804.19	2,472.28	2,090.42	1,798.28
Expenses					
Cost of material consumed	1,217.81	920.50	786.66	647.05	545.35
Purchase of traded goods	239.25	364.80	435.82	386.20	313.43
Decrease/(Increase) in inventories of finished goods, traded goods and work-in-progress	(16.07)	5.42	(32.42)	(26.05)	12.07
Excise duty on sale of goods	21.03	125.25	122.09	116.74	105.75
Employee benefits expense	538.30	437.28	411.15	370.46	339.37
Other Expenses	655.24	565.66	432.52	402.14	346.50
Total expenses	2,655.56	2,418.91	2,155.82	1,896.54	1,662.47
Earnings before interest, tax, depreciation and amortisation (EBITDA)	452.65	385.28	316.46	193.88	135.81
Depreciation and Amortisation expense	120.34	111.59	100.00	98.45	107.95
Finance cost	71.07	32.29	51.92	22.82	28.91
Restated profit/(loss) before exceptional items and tax	261.24	241.40	164.54	72.61	(1.05)
Exceptional items	-	-	-	27.77	-
Restated profit/(loss) before tax	261.24	241.40	164.54	44.84	(1.05)
Tax expense:					
Current Tax expense/(credit)					
Pertaining to profit for the current year	60.33	50.61	44.01	21.46	4.74
Deferred tax expense/ (credit)	43.83	48.95	(13.00)	(20.67)	(34.27)
Total tax expense	104.16	99.56	31.01	0.79	(29.53)
Restated Profit/ (Loss) for the year attributable to equity share holders	157.08	141.84	133.53	44.05	28.48
Other Comprehensive Income ('OCI')					
Items that will not be reclassified to profit or loss					
Remeasurements of post-employment benefit obligation	0.83	(2.13)	(1.05)	(2.48)	(3.12)
Income tax effect	(0.29)	0.74	0.36	0.84	1.06
Other Comprehensive Income/ (Loss) for the year (net of tax)	0.54	(1.39)	(0.69)	(1.64)	(2.06)
Total Comprehensive Income/ (Loss) for the year	157.62	140.45	132.84	42.41	26.42
Earnings per share					
- Basic, computed on the basis of profit for the year	15.04	13.58	12.79	4.22	2.73
- Diluted, computed on the basis of profit for the year	15.04	13.58	12.79	4.22	2.73

Restated Ind AS Financial Information of Cash Flows

(in ₹ million, unless otherwise stated)

Particulars	For the year ended				
	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Cash flow from operating activities					
Profit/(Loss) before tax for the year, as restated	261.24	241.40	164.54	44.84	(1.05)
Adjustments for:					
Depreciation and amortisation expense	120.34	111.59	100.00	98.45	107.95
Mark to Market Loss arising on Derivative Contract	19.33	-	-	-	-
WDV having NIL useful life written off	-	-	-	27.77	-
Loss/(gain) on sale of fixed assets (net)	0.24	27.81	(38.01)	0.68	0.17
Unrealised foreign exchange loss/(gain)	(12.72)	(4.39)	(3.72)	(0.44)	6.06
Premium on forward exchange contract amortised	-	-	-	-	0.86
Bad debts written off	0.37	0.28	2.34	0.33	0.63
Deferred Rent Expense	0.87	0.14	1.05	1.04	1.05
Interest expense	50.45	32.29	51.92	22.82	28.91
Interest income	(3.82)	(4.42)	(1.68)	(1.61)	(1.67)
Dividend income	(0.01)	(0.00)	(0.00)	(0.00)	(0.00)
Employee Benefit Expense	0.62	(1.67)	(0.45)	(0.38)	(0.70)
Operating profit before working capital changes	436.91	403.03	275.98	193.50	142.20
Movements in working capital:					
Increase / (decrease) in trade payables	249.78	81.14	89.69	37.11	10.06
Increase / (decrease) in long-term provisions	13.69	(6.23)	5.05	(5.99)	8.03
Increase / (decrease) in short term provisions	2.58	(4.79)	2.29	(0.07)	(1.64)
Increase / (decrease) in other non/current liabilities	20.72	25.24	50.07	47.95	20.65
(Increase) / decrease in trade receivables	(350.80)	(41.05)	(187.44)	(16.83)	(31.90)
(Increase) / decrease in inventories	(46.63)	(43.34)	(91.49)	(149.12)	3.24
(Increase) / Decrease in long-term loans and advances	(12.85)	(9.99)	(5.58)	6.29	5.17
(Increase) / Decrease in short-term loans and advances	(251.83)	(33.12)	(37.90)	(22.78)	(1.14)
(Increase) / Decrease in other current assets	(3.15)	-	-	-	-
Cash generated from operations	58.42	370.89	100.67	90.06	154.67
Direct taxes paid (net of refunds)	(55.31)	(59.50)	(29.05)	(23.93)	(8.49)
Net cash flow from / (used in) operating activities (A)	3.11	311.39	71.63	66.13	146.18
Cash flow from investing activities					
Purchase of property, plant and equipment, including intangible assets under development	(503.24)	(184.87)	(177.76)	(150.95)	(191.99)
Proceeds from sale of property, plant and equipment	0.44	107.00	53.10	3.01	0.94
(Investment)/Proceeds from Fixed Deposit	89.00	(100.30)	17.60	(20.27)	-
(Investment)/Proceeds from Leave Salary Fund	4.41	(4.41)	-	-	-
Interest received	5.26	0.73	0.71	0.32	0.47
Dividends received	0.01	0.00	0.00	0.00	0.00

(in ₹ million, unless otherwise stated)

Particulars	For the year ended				
	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Net cash flow from/ (used in) investing activities (B)	(404.12)	(181.85)	(106.35)	(167.89)	(190.58)
Cash flow from financing activities					
Proceeds from long-term borrowings	437.90	108.27	119.90	194.72	171.46
Repayment of long-term borrowings	(111.56)	(125.47)	(169.96)	(104.96)	(49.42)
(Repayment)/Proceeds of short-term borrowings (net)	168.35	(51.94)	186.16	44.54	(20.32)
Interest paid	(47.14)	(33.36)	(53.87)	(23.76)	(31.61)
Dividend paid	(47.00)	(39.17)	(19.58)	(1.96)	(15.67)
Tax on equity dividend paid	(9.57)	(7.97)	(3.99)	(0.33)	(2.66)
Net cash flow from/(used) in financing activities (C)	390.98	(149.64)	58.66	108.25	51.78
Net increase / (decrease) in cash and cash equivalents (A)+(B)+(C)	(10.03)	(20.10)	23.94	6.49	7.38
Effect of exchange differences on cash & cash equivalents held in foreign currency	0.11	(1.27)	(0.17)	(0.10)	(0.07)
Cash and cash equivalents at the beginning of the year	17.10	38.47	14.70	8.31	1.00
Cash and cash equivalents at the end of the year	7.18	17.10	38.47	14.70	8.31
Components of cash and cash equivalents					
Cash in hand	1.10	0.26	0.42	0.47	0.38
Balances with bank	6.08	16.84	38.05	14.23	7.93
Total cash and cash equivalents	7.18	17.10	38.47	14.70	8.31

Summary of expenditure directly related to Research and Development

(in ₹ million, unless otherwise stated)

Particulars	Fiscal 2018	Fiscal 2017	Fiscal 2016	Fiscal 2015	Fiscal 2014
Salaries, wages and bonus	106.11	91.04	80.64	76.99	60.95
Material consumed	6.56	9.15	10.10	6.77	13.75
Spares	11.57	18.35	14.48	14.53	10.12
Power and Fuel	11.88	11.49	11.42	8.74	10.40
Product development cost	42.75	54.19	12.65	16.26	18.63
Clinical Trial Expenses	1.07	2.06	3.31	12.72	5.27
Depreciation & Amortization	28.10	19.55	11.55	13.56	14.44
Others	23.74	20.59	27.95	20.09	18.19
Revenue Expenditure directly related to Research and Development (A)	231.78	226.42	172.10	169.66	151.75
Tangible & Intangible Assets					
Building	-	-	1.02	-	-
Plant and machinery	0.30	1.05	1.86	0.15	0.70
Furniture and fixtures	-	-	1.26	-	-
Laboratory equipment	7.00	11.23	13.30	8.07	0.80
Electrical fittings	-	0.63	0.94	-	1.21
Infotech Equipments - Software	3.00	-	0.34	-	0.07
Computer equipment	0.97	0.82	1.25	0.15	0.09
Office Equipment	-	0.05	0.57	-	-
Product development	105.71	20.80	59.85	-	-
Capital Expenditure directly related to Research and Development (B)	116.98	34.58	80.39	8.37	2.87
Total Expenditure directly related to Research and Development (A+B)	348.75	260.99	252.49	178.03	154.62

Computation of Gross Margin

The table below provides computation of gross margin percentage. Gross Margin is defined as net revenue from operations (comprising of revenue from operations relating to sale of products net of excise duty on sale of goods) less total cost (comprising of cost of material consumed, purchase of traded goods, decrease / (increase) in inventories of finished goods, traded goods and work in progress). gross margin percentage is defined as although gross margin is not a measure of performance calculated in accordance with applicable accounting standards, management believes that it is useful to an investor in evaluating us because it is a widely used measure to evaluate a company's operating performance.

Gross Margin should not be considered in isolation or construed as an alternative to cash flows, profit for the 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.

(in ₹ million, unless otherwise stated)

Particulars	Fiscal 2018	Fiscal 2017	Fiscal 2016
Revenue from operations			
Sale of Products			
Finished Goods	2,650.23	2,258.30	1,812.01
Traded Goods	298.11	442.80	530.11
Share of Profit on sale	3.53	0.92	-
Less: Excise duty on sale of goods	(21.03)	(125.25)	(122.09)
Net Revenue from operations (A)	2,930.84	2,576.77	2,220.03
Less:			
Cost of material consumed	1,217.81	920.50	786.66
Purchase of traded goods	239.25	364.80	435.82
Decrease/(Increase) in inventories of finished goods, Traded goods and Work in Progress	(16.07)	5.42	(32.42)
Total Cost (B)	1,440.99	1,290.72	1,190.06
Gross Margin (C= A- B)	1,489.85	1,286.05	1,029.97
Gross Margin % (D = C/A)	50.83%	49.91%	46.39%

Reconciliation of Restated EBITDA to restated Profit attributable to equity shareholders for the period

The table below reconciles restated profit attributable to equity shareholders for the period to restated EBITDA. Restated EBITDA is defined as restated profit for the period before finance costs, total tax expenses, and depreciation and amortization expenses. Although restated EBITDA is not a measure of performance calculated in accordance with applicable accounting standards, management believes that it is useful to an investor in evaluating us because it is a widely used measure to evaluate a company's operating performance.

Restated EBITDA should not be considered in isolation or construed as an alternative to cash flows, profit for the 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.

(₹ in million)

Particulars	Fiscal 2018	Fiscal 2017	Fiscal 2016
Restated Profit attributable for the year to equity shareholders (A)	157.08	141.84	133.53
Add:			
Total tax expenses (B)	104.16	99.56	31.01
Depreciation and amortisation expense (C)	120.34	111.59	100.00
Finance Cost (D)	71.07	32.29	51.92
Restated EBITDA (A + B + C + D)	452.65	385.28	316.46

THE OFFER

The following table summarises the details of the Offer:

Offer of Equity Shares	Up to [●] Equity Shares, aggregating up to ₹[●] million
<i>of which:</i>	
Fresh Issue ⁽¹⁾	Up to [●] Equity Shares, aggregating up to ₹1,250 million
Offer for Sale ⁽²⁾	Up to 3,164,000 Equity Shares, aggregating up to ₹[●] million
The 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) Balance available for allocation to QIBs other than Anchor Investors (assuming Anchor Investor Portion is fully subscribed)	[●] Equity Shares
<i>of which:</i>	
(a) Available for allocation to Mutual Funds only (5% of the Net QIB Portion)	[●] Equity Shares
(b) Balance for all QIBs including Mutual Funds	[●] Equity Shares
B) Non-Institutional Portion ⁽⁴⁾	Not less than [●] Equity Shares
C) Retail Portion ⁽⁴⁾	Not less than [●] Equity Shares
Pre and post Offer Equity Shares	
Equity Shares outstanding prior to the Offer (as at the date of this Draft Red Herring Prospectus)	10,444,000 Equity Shares
Equity Shares outstanding after the Offer	[●] Equity Shares
Use of Net Proceeds	See “ <i>Objects of the Offer</i> ” on page 83. Our Company will not receive any proceeds from the Offer for Sale

Notes:

- (1) *The Offer has been authorised by a resolution passed by our Board of Directors in their meeting held on July 24, 2018. Our shareholders vide a special resolution passed in their extraordinary general meeting held on July 24, 2018, authorised the Offer.*
- (2) *Janak Shah and Maya Shah, the Promoter Selling Shareholders, have consented by their consent letters each dated September 14, 2018 to participate in the Offer for Sale and the Investor Selling Shareholder has been authorised to participate in the Offer for Sale by its resolution dated August 10, 2018 and consent letter dated September 13, 2018. The details of their respective Offered Shares are as follows:*

Sr. No.	Name of the Selling Shareholder	Number of Equity Shares offered in the Offer for Sale	Date of the consent letter/ authorisation to participate in the Offer for Sale
1.	Janak Shah	Up to 360,000	September 14, 2018
2.	Maya Shah	Up to 360,000	September 14, 2018
3.	NYLIM JB	Up to 2,444,000	September 13, 2018

Each of the Selling Shareholders have specifically confirmed that their respective portion of the Offered Shares, have been held by each one of them for a period of at least one year prior to the filing of this Draft Red Herring Prospectus with SEBI, calculated in the manner as set out under Regulation 26(6) of SEBI ICDR Regulations and, to the extent that such Equity Shares have resulted from a bonus issue, the bonus issue has been on Equity Shares held for a period of at least one year prior to the filing of this Draft Red Herring Prospectus and issued by capitalizing of free reserves of our Company and accordingly, are eligible for being offered for sale in the Offer.

- (3) *Our Company and the Selling Shareholders, in consultation with the BRLMs, may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis at the Anchor Investor Allocation Price in accordance with the SEBI ICDR Regulations. 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. Post-allocation to Anchor Investors, the QIB Portion will be reduced by such number of Equity Shares. [●] Equity Shares (representing 5% of the Net QIB Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB Portion, including any unsubscribed portion of the reservation for Mutual Funds, if any, shall be available for allocation on a proportionate basis to all QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. However, if the aggregate demand from the Mutual Funds is less than [●] Equity Shares, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the Net QIB Portion and allocated proportionately to the QIB Bidders (other than the Anchor Investors) in proportion to their Bids. Further, not less than 15% of the Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Offer shall be available for allocation to Retail Individual Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. For further details, see “Offer Procedure” beginning on page 343.*
- (4) *Subject to valid Bids being received at or above the Offer Price, undersubscription, 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 BRLMs and the Designated Stock Exchange, subject to applicable law. In the event of an undersubscription in the Offer, subject to receipt of minimum subscription for 90% of the Fresh Issue and complying with Rule 19(2)(b)(i) of the SCRR, our Company and the BRLMs shall first ensure Allotment of Equity Shares offered pursuant to the Fresh Issue, followed by Allotment of Equity Shares offered by the Investor Selling Shareholder and then Allotment of Equity Shares offered by the Promoter Selling Shareholders (on a proportionate basis).*

Allocation to all categories, except the Anchor Investor Portion and the Retail Portion, if any, shall be made on a proportionate basis, subject to valid Bids received at or above the Offer Price. The allocation to each Retail Individual Investor shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in Retail Portion, and the remaining available Equity Shares, if any, shall be Allocated on a proportionate basis. For further details, see “Offer Procedure – Allotment Procedure and Basis of Allotment” on page 377. Further, for details in relation to the terms of the Offer, see “Terms of the Offer” on page 315. For details, including in relation to grounds for rejection of Bids, refer to “Offer Structure” and “Offer Procedure” on pages 335 and 343, respectively.

In accordance with the FEMA 20, participation by non-residents in the Offer is restricted to participation by (i) FPIs under Schedule 2 of the FEMA 20, subject to the limit of an FPI holding below 10% of the post-Offer paid-up capital of our Company and the aggregate limit for FPI investment not exceeding 49% of the post-Offer paid-up capital of our Company; and (ii) eligible NRIs only on non-repatriation basis under Schedule 4 of the FEMA 20, in accordance with applicable law, subject to the limit of an individual NRI holding below 5% of the post-Offer paid-up capital of our Company and the aggregate limit for NRI investment to 10% of the post-Offer paid-up capital of our Company. Further, other non-residents such as FVCIs and multilateral and bilateral development financial institutions are not permitted to participate in the Offer. As per the existing policy of the Government, OCBs cannot participate in this Offer. For more information on bids by FPIs and Eligible NRIs, see “Offer Procedure - Part A” on page 343.

GENERAL INFORMATION

Our Company was originally incorporated as 'Ankur Pharmaceuticals Private Limited' under the Companies Act, 1956, pursuant to a certificate of incorporation dated September 27, 1985 issued by the RoC. The name of our Company was changed to 'Themis Laboratories Private Limited', pursuant to a fresh certificate of incorporation issued by the RoC on April 5, 2002. Subsequently, the name of our Company was changed to 'Inventia Healthcare Private Limited', pursuant to a fresh certificate of incorporation issued by the RoC on March 16, 2009. Thereafter, our Company was converted into a public limited company pursuant to a special resolution passed in the extraordinary general meeting of the Shareholders of our Company held on June 22, 2018 and consequently the name of our Company was changed to its present name 'Inventia Healthcare Limited', pursuant to a fresh certificate of incorporation issued by the RoC on June 29, 2018. For more information regarding changes in the name and registered office of our Company, see "History and Certain Corporate Matters" on page 131.

Registered and Corporate Office of our Company

The address and certain other details of our registered and corporate office are as follows:

Inventia Healthcare Limited

Unit 703 and 704, 7th floor,
Hubtown Solaris, N S Phadke Marg,
Andheri (East), Mumbai,
Maharashtra, India, 400 069
Tel: +91 22 6716 3000
E-mail: investors@inventiahealthcare.com
Website: www.inventiahealthcare.com

Company Registration Number and Corporate Identity Number

The registration number and corporate identity number of our Company are as follows:

- (a) Registration number: 037597
- (b) Corporate identity number: U24239MH1985PLC037597

Registrar of Companies

Our Company is registered with the Registrar of Companies, Maharashtra at Mumbai, which is situated at the following address:

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	Designation	DIN	Address
Janak Shah	Chairman and Managing Director	00019819	30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056
Maya Shah	Whole-time Director	00019904	30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056
Ankur Shah	Whole-time Director	01656781	30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056
Vishal Shah	Whole-time Director	05349303	30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056

Name	Designation	DIN	Address
Sunil Chawla	Nominee Director	00865320	C-41, Sector-44, Noida, Gautam Buddha Nagar, Noida – 201 301
Prabuddha Ganguli	Independent Director	03091961	201 Sunview Heights, 262 Sher-E-Punjab, Andheri (East), Mumbai – 400 093
Sri Krishna Akkipeddi	Independent Director	07498771	H. No. 1347, Pocket – C, Sector – 1, Vasant Kunj, South West Delhi – 110 070
Nagesh Pinge	Independent Director	00062900	B-403, Rajkamal CHS, Subhash Road, Vile Parle (East), Mumbai – 400 057
Nipun Mehta	Independent Director	00255831	B-121, Grand Paradi, August Kranti Marg, Kemp's Corner, Mumbai – 400 036
Ved Jain	Independent Director	00485623	100, Babar Road, Opposite Hotel Lalit, New Delhi – 110 001

For further details of our Board of Directors, see “*Our Management*” on page 138.

Company Secretary and Compliance Officer

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

Rupa Desai

Inventia Healthcare Limited

Unit 703 and 704, 7th floor,
Hubtown Solaris, N S Phadke Marg,
Andheri (East), Mumbai,
Maharashtra, India, 400 069
Tel: +91 22 6717 3000
Fax: +91 22 6716 3100
E-mail: investors@inventiahealthcare.com

Investor Grievances

Bidders can contact the Company Secretary and Compliance Officer, the BRLMs and/or the Registrar to the Offer in case of any pre-Offer or post-Offer related problems such as non-receipt of letters of Allotment, non-credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of refund orders or non-receipt of funds by electronic mode, etc. For all Offer related queries and for redressal of complaints, Bidders may also write to the BRLMs, in the manner provided below.

All Offer related grievances, other than by Anchor Investors, may be addressed to the Registrar to the Offer, with a copy to the relevant Designated Intermediary, with whom the ASBA Form was submitted, quoting the full name of the sole or first Bidder, ASBA Form number, Bidders’ DP ID, Client ID, PAN, address of the Bidder, number of Equity Shares applied for, date of ASBA Form, name and address of the relevant Designated Intermediary, where the Bid was submitted and ASBA Account number in which the amount equivalent to the Bid Amount was blocked. Further, the Bidder shall enclose the Acknowledgement Slip or provide the acknowledgement number received from the Designated Intermediaries in addition to the documents/information mentioned hereinabove.

All grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or first Bidder, Bid cum Application Form number, Bidders’ DP ID, Client ID, PAN, date of the Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for, name and address of the relevant Designated Intermediary, unique transaction reference number, the name of the relevant bank, Bid Amount paid on submission of the Bid cum Application Form and the name and address of the BRLM where the Bid cum Application Form was submitted by the Anchor Investor.

All grievances relating to Bids submitted with Registered Brokers, may be addressed to the Stock Exchanges, with a copy to the Registrar to the Offer.

Further, Bidders shall also enclose a copy of the Acknowledgment Slip received from the Designated Intermediaries in addition to the information mentioned hereinabove.

Book Running Lead Managers

ICICI Securities Limited

ICICI Centre
H.T. Parekh Marg, Churchgate
Mumbai 400 020
Tel: +91 22 2288 2460
Fax: +91 22 2282 6580
E-mail: inventia.ipo@icicisecurities.com
Investor grievance
customer@icicisecurities.com
Website: www.icicisecurities.com
Contact Person: Suyash Jain/ Rupesh Khant
SEBI Registration No.: INM000011179

Centrum Capital Limited

Centrum House, C.S.T. Road
Vidyanagari Marg, Kalina
Santacruz (East)
Mumbai – 400 098
Tel: +91 22 4215 9000
Fax: +91 22 4215 9444
E-mail: inventia.ipo@centrum.co.in
Investor grievance E-mail: igmbd@centrum.co.in
Website: www.centrum.co.in
Contact Person: Sugandha Kaushik
SEBI Registration No: INM000010445

Syndicate Members

[•]

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

The following table sets forth the inter-se allocation of responsibilities for various activities among the BRLMs for the Offer:

S. No.	Activity	Responsibility	Co-ordinator
1.	Capital structuring with relative components and formalities such as composition of debt and equity, type of instruments, size of Offer, allocation between primary and secondary, etc.	I-Sec and Centrum	I-Sec
2.	Due diligence of Company's operations / management / business plans / legal etc. Drafting and design of Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus including memorandum containing salient features of the Prospectus. Ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalization of Prospectus and RoC filing, follow up and coordination till final approval from all regulatory authorities	I-Sec and Centrum	I-Sec
3.	Drafting and approval of all statutory advertisement	I-Sec and Centrum	I-Sec
4.	Drafting and approval of all publicity material other than statutory advertisement as mentioned in three above including media monitoring, corporate advertisement, brochure etc.	I-Sec and Centrum	Centrum
5.	Appointment of other intermediaries viz., Registrar, printers, advertising agency, Share Escrow Agent and Bankers to the Offer	I-Sec and Centrum	I-Sec
6.	Preparation of road show presentation & FAQs	I-Sec and Centrum	I-Sec
7.	International institutional marketing strategy <ul style="list-style-type: none"> Finalize the list and division of investors for one to one meetings, in consultation with the Company and Selling Shareholders Finalizing roadshow schedule and investor meeting schedules 	I-Sec and Centrum	I-Sec
8.	Domestic institutions / banks / mutual funds marketing strategy <ul style="list-style-type: none"> Finalize the list and division of investors for one to one meetings, in consultation with the Company and Selling Shareholders Finalizing roadshow schedule and investor meeting schedules 	I-Sec and Centrum	Centrum
9.	Non-Institutional marketing of the Offer, which will cover, inter alia, <ul style="list-style-type: none"> Formulating marketing strategies for Non-Institutional Bidders 	I-Sec and Centrum	Centrum
10.	Retail marketing of the Offer, which will cover, inter alia, <ul style="list-style-type: none"> Formulating marketing strategies, preparation of publicity budget Finalize media and PR strategy Finalizing centres for holding conferences for press and brokers Finalizing collection centres; Finalizing and follow-up on distribution of publicity and Offer material including form, prospectus and deciding on the quantum of the Offer material 	I-Sec and Centrum	I-Sec

S. No.	Activity	Responsibility	Co-ordinator
11.	Co-ordination with Stock Exchanges for Book Building software, bidding terminals and mock trading, payment of 1% security deposit, Anchor Investor Allocation letters etc.	I-Sec and Centrum	Centrum
12.	Finalization of pricing and managing the book in consultation with the Company and the Selling Shareholders	I-Sec and Centrum	I-Sec
13.	Post-issue activities, which shall involve essential follow-up steps including follow-up with Bankers to the Offer and Designated Intermediaries to get quick estimates of collection and advising the issuer about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds and coordination with various agencies connected with the post-issue activity such as Registrar to the Offer, Bankers to the Offer, Designated Intermediaries etc. including responsibility for underwriting arrangements, as applicable.	I-Sec and Centrum	Centrum
14.	Payment of the applicable Securities Transaction Tax (“STT”) on sale of unlisted equity shares by the Selling Shareholders under the offer for sale included in the Offer to the Government	I-Sec and Centrum	Centrum

Legal Counsel to the Company as to Indian Law

Khaitan & Co

One Indiabulls Centre
13th Floor, Tower 1
841 Senapati Bapat Marg
Mumbai – 400 013
Tel: +91 22 6636 5000
Fax: +91 22 6636 5050

Legal Counsel to the BRLMs as to Indian Law

Cyril Amarchand Mangaldas

5th Floor, Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg, Lower Parel
Mumbai - 400 013
Tel: +91 22 2496 4455
Fax: +91 22 2496 3666

Legal Counsel to the Investor Selling Shareholder

Khaitan & Co

Ashoka Estate, 12th Floor
24 Barakhamba Road
New Delhi - 110 001
Tel: +91 11 4151 5454
Fax: +91 11 4151 5318

Special Purpose International Legal Counsel to the BRLMs

Squire Patton Boggs Singapore LLP

10 Collyer Quay
#03-01/03 Ocean Financial Centre
Singapore 049315
Tel: +65 6922 8668
Fax: +65 6922 8650

Registrar to the Offer

Link Intime India Private Limited

C-101, 1st Floor, 247 Park,
Lal Bahadur Shastri Marg, Vikhroli (West),

Mumbai 400 083
Tel: +91 22 4918 6200
Fax: +91 22 4918 6195
E-mail: inventia.ipo@linkintime.co.in
Investor grievance E-mail: inventia.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Shanti Gopalkrishnan
SEBI Registration No.: INR000004058

Banker(s) to the Offer

Escrow Collection Bank(s)

[•]

Public Offer Account Bank

[•]

Refund Bank

[•]

Designated Intermediaries

Self-Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as the SCSBs for the ASBA process is provided on the website of SEBI at <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>, or at such other website as may be prescribed by SEBI from time to time. A list of the Designated Branches of the SCSBs, with which a Bidder (other than an Anchor Investor), not bidding through the Syndicate/sub-syndicate or through a Registered Broker, CRTA or CDP may submit the Bid cum Application Forms, is available at <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>, or at such other website as may be prescribed by SEBI from time to time.

Syndicate SCSB Branches

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

Registered Brokers

Bidders can submit Bid cum Application Forms in the Offer using the stock broker network of the Stock Exchanges, *i.e.* through the Registered Brokers at the Broker Centres. The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of BSE and NSE at www.bseindia.com and www.nseindia.com, respectively, as may be updated from time to time. In relation to ASBA Bids submitted to the Registered Brokers at the Broker Centres, the list of branches of the SCSBs at the Broker Centres named by the respective SCSBs to receive deposits of the ASBA Forms from the Registered Brokers will be available on the website of the SEBI (www.sebi.gov.in) or at such other website as may be prescribed by SEBI from time to time.

Collecting Registrar and Share Transfer Agents

The list of the CRTAs eligible to accept Bid cum Application Forms at the Bidding Centres, including details such as address, telephone number and e-mail address, are provided on the websites of BSE and NSE at www.bseindia.com and www.nseindia.com, respectively, as may be updated from time to time.

Collecting Depository Participants

The list of the CDPs eligible to accept ASBA Forms at the Bidding Centres, including details such as name and contact details, are provided on the websites of BSE and NSE at www.bseindia.com and www.nseindia.com, respectively, as may be updated from time to time.

Auditors to our Company

S R B C & CO LLP, Chartered Accountants

12th Floor, The Ruby
29 Senapati Bapat Marg
Dadar (West), Mumbai 400 028
Tel: +91 22 6819 8000
Fax: +91 22 6192 0000
E-mail: srbc.co@srb.in
Firm registration number: 324982E/E300003

Bankers and Lenders to our Company

HDFC Bank

Peninsula Business Park
Tower B, 4th Floor
Senapati Bapat Marg
Lower Parel West
Mumbai 400 013
Tel: +91 22 3395 8049
Fax: +91 22 3078 8583
Email: Ritesh.Navani@hdfcbank.com
Contact Person: Ritesh Navani

Credit Rating

As the Offer comprises of Equity Shares, there is no credit rating for the Offer.

Grading of the Offer

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

Appraising Entity

No appraising agency has been appointed in respect of any of the Objects of the Offer.

Monitoring Agency

In terms of Regulation 16(1) of the SEBI ICDR Regulations, a monitoring agency shall be appointed to monitor the utilisation of the Net Proceeds and details thereof shall be updated, prior to the registration of the Red Herring Prospectus with the RoC. For further details, please see “*Objects of the Offer -Monitoring of Utilisation of Funds*” on page 88.

Experts

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

Our Company has received written consent dated September 20, 2018, from the Statutory Auditors namely,

S R B C & CO LLP, to include their name as required under Section 26(1) 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 a Statutory Auditor and in respect of their (i) examination report dated September 14, 2018 on our Restated Financial Statements; and (ii) their report dated September 14, 2018 on the Statement of Tax Benefits included in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Trustees

As the Offer comprises of Equity Shares, there are no trustees appointed for the Offer.

Book Building Process

Book building, in the context of the Offer, refers to the process of collection of Bids from investors on the basis of the Red Herring Prospectus and the Bid cum Application Forms. The Price Band and the Minimum Bid Lot size will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, and will be advertised in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a Hindi national daily newspaper) and the [●] edition of [●] (a widely circulated Marathi newspaper, Marathi being the regional language of Maharashtra where our Registered Office is located), at least five 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 will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, after the Bid/ Offer Closing Date.

All Bidders (except Anchor Investors) can participate in this Offer only through the ASBA process. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

In terms of the SEBI ICDR Regulations, QIBs and Non-Institutional Investors are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investors can revise their Bid(s) during the Bid/Offer Period and withdraw their Bid(s) until Bid/ Offer Closing Date. Anchor Investors are not allowed to withdraw their Bids after the Anchor Investor Bidding Date. Except Allocation to Retail Individual Investors and the Anchor Investors, Allocation in the Offer will be on a proportionate basis. Allocation to the Anchor Investors will be on a discretionary basis.

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 method and process of Bidding, see “*Offer Structure*” and “*Offer Procedure*” on pages 335 and 343, respectively.

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

Illustration of Book Building Process and the Price Discovery Process

For an illustration of the Book Building Process and the price discovery process, see “*Offer Procedure – Part B – Basis of Allocation – Illustration of the Book Building and Price Discovery Process*” on page 376.

Underwriting Agreement

After the determination of the Offer Price and allocation of Equity Shares but prior to the filing of the Prospectus with the RoC, our Company and the Selling Shareholders intend to enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Offer. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions to closing, as specified therein.

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

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

Name, address, telephone, facsimile and e-mail of the Underwriters	Indicative number of Equity Shares to be underwritten	Amount underwritten (₹ in million)
[•]	[•]	[•]
[•]	[•]	[•]

The above-mentioned amounts are provided for indicative purposes only and would be finalised after the determination of the Offer Price and finalisation of the Basis of Allotment, subject to the provisions of the SEBI ICDR Regulations.

In the opinion of our Board of Directors (based on representations made to our Company by the Underwriters), the resources of the Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The Underwriters are registered with the SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange(s). Our Board/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 proportion to their underwriting commitments set forth in the table above. Notwithstanding the above table, the Underwriters shall be severally responsible for ensuring payment with respect to Equity Shares allocated to Bidders procured by them in accordance with the Underwriting Agreement.

The extent of underwriting obligations, and the Bids to be underwritten in the Offer shall be as per the Underwriting Agreement.

In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure subscriptions for/subscribe to Equity Shares to the extent of the defaulted amount in accordance with the Underwriting Agreement.

CAPITAL STRUCTURE

The following table sets forth details of the share capital of our Company as on the date of this Draft Red Herring Prospectus:

Particulars		Aggregate nominal value (in ₹)	Aggregate value at Offer Price (in ₹)*
A	AUTHORISED SHARE CAPITAL ⁽¹⁾		
	25,000,000 Equity Shares of face value of ₹ 10 each	250,000,000	-
B	ISSUED, SUBSCRIBED AND PAID-UP SHARE CAPITAL BEFORE THE OFFER		
	10,444,000 Equity Shares of face value of ₹ 10 each	104,440,000	-
C	PRESENT OFFER ⁽²⁾		
	Up to [●] Equity Shares of face value of ₹ 10 each <i>which includes</i>	[●]	[●]
	Fresh Issue of up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 1,250 million	[●]	[●]
	Offer for Sale ⁽³⁾⁽⁴⁾ of up to 3,164,000 Equity Shares of face value of ₹ 10 each by the Selling Shareholders, aggregating up to ₹ [●] million <i>which includes</i>	[●]	[●]
	Up to 360,000 Equity Shares of face value of ₹ 10 each by Janak Shah	[●]	[●]
	Up to 360,000 Equity Shares of face value of ₹ 10 each by Maya Shah	[●]	[●]
	Up to 2,444,000 Equity Shares of face value of ₹ 10 each by NYLIM JB	[●]	[●]
E	ISSUED, SUBSCRIBED AND PAID UP CAPITAL AFTER THE OFFER		
	[●] Equity Shares of face value of ₹ 10 each	[●]	[●]
	TOTAL	[●]	[●]
F	SHARE PREMIUM ACCOUNT		
	Before the Offer		855,563,000
	After the Offer		[●]

* To be updated upon finalisation of the Offer Price.

⁽¹⁾ For details of the changes in the authorised share capital of our Company, see "History and Certain Corporate Matters - Amendments to the Memorandum of Association" on page 132.

⁽²⁾ The Offer has been authorised by our Board of Directors pursuant to a resolution passed at its meeting held on July 24, 2018 and by a resolution of our Shareholders passed in their extra ordinary general meeting held on July 24, 2018.

⁽³⁾ The Promoter Selling Shareholders, i.e., Janak Shah and Maya Shah have specifically confirmed and authorised their participation in the Offer for Sale by way of their consent letters each dated September 14, 2018. For details, see "Other Regulatory and Statutory Disclosures" on page 321.

⁽⁴⁾ The Investor Selling Shareholder has confirmed and authorised its participation in the Offer for Sale pursuant to its board resolution passed on August 10, 2018 and consent letter dated September 13, 2018.

Notes to Capital Structure

1. Equity share capital history of our Company

(a) The history of the Equity share capital of our Company is provided in the following table:

Date of allotment	Number of Equity Shares allotted	Face value per equity share (₹)	Issue price per equity share (₹)	Nature of consideration	Reason/Nature of allotment	Cumulative number of equity shares	Cumulative paid up equity share capital (₹)
September 27, 1985	2	10	10	Cash	Allotment pursuant to subscription to Memorandum ⁽¹⁾	2	20
October 1, 1985	5	10	10	Cash	Allotment ⁽²⁾	7	70
June 20, 1986	1,993	10	10	Cash	Allotment ⁽³⁾	2,000	20,000

Date of allotment	Number of Equity Shares allotted	Face value per equity share (₹)	Issue price per equity share (₹)	Nature of consideration	Reason/Nature of allotment	Cumulative number of equity shares	Cumulative paid up equity share capital (₹)
March 30, 1993	18,000	10	10	Cash	Allotment ⁽⁴⁾	20,000	200,000
March 28, 1994	30,000	10	10	Cash	Allotment ⁽⁵⁾	50,000	500,000
February 16, 2004	900,000	10	10	Cash	Allotment ⁽⁶⁾	950,000	9,500,000
February 20, 2006	2,050,000	10	10	Cash	Allotment ⁽⁷⁾	3,000,000	30,000,000
July 1, 2006	3,000,000	10	-	Bonus Issue	Bonus Issue in the ratio of one Equity Share for every one Equity Share ⁽⁸⁾	6,000,000	60,000,000
July 4, 2008	1,222,000	10	491	Cash	Preferential Allotment ⁽⁹⁾	7,222,000	72,220,000
April 27, 2009	611,000	10	491	Cash	Preferential Allotment ⁽¹⁰⁾	7,833,000	78,330,000
July 24, 2018	2,611,000	10	-	Bonus Issue	Bonus Issue in the ratio of one Equity Share for every three Equity Shares ⁽¹¹⁾	10,444,000	104,440,000

- (1) Initial subscription to the MoA of 1 Equity Share each by Janak Shah (jointly held with Maya Shah) and Maya Shah (jointly held with Janak Shah).
- (2) Allotment of 1 Equity Share each to Ramanlal Shah (HUF), Vinodkanta Shah and Ramanlal Shah (jointly held), Ankur Shah, Vishal Shah and Bhargavi Shah and Nalinbhai Shah (jointly held).
- (3) Allotment of 499 Equity Shares to Janak Shah and Maya Shah (jointly held), 499 Equity Shares to Maya Shah and Janak Shah (jointly held), 199 Equity Shares to Ramanlal Shah HUF, 199 Equity Shares to Vinodkanta Shah and Ramanlal Shah, 149 Equity Shares to Ankur Shah, 149 Equity Shares to Vishal Shah, 49 Equity Shares to Bhargavi Shah and Nalinbhai Shah (jointly held) and 250 Equity Shares to Gaurang Thanawala and Daksha Thanawala (jointly held).
- (4) Allotment of 90 Equity Shares to Ramanlal Shah, Vinodkanta Shah and Bhargavi Shah (jointly held), 1,800 Equity Shares to Vinodkanta Shah and Ramanlal Shah (jointly held), 1,710 Equity Shares to Ramanlal Shah (HUF) and Janak Shah (jointly held), 3,150 Equity Shares to Janak Shah and Maya Shah (jointly held), 3,600 Equity Shares to Maya Shah and Janak Shah (jointly held), 3,150 Equity Shares to Janak Shah (HUF) and Maya Shah (jointly held), 2,250 Equity Shares to Ankur Shah and 2,250 Equity Shares to Vishal Shah.
- (5) Allotment of 650 Equity Shares to Ramanlal Shah, Vinodkanta Shah and Bhargavi Shah (jointly held), 3,000 Equity Shares to Vinodkanta Shah and Ramanlal Shah (jointly held), 2,900 Equity Shares to Ramanlal Shah (HUF) and Janak Shah (jointly held), 5,750 Equity Shares to Janak Shah and Maya Shah (jointly held), 4,500 Equity Shares to Janak Shah (HUF) and Maya Shah (jointly held), 5,950 Equity Shares to Maya Shah and Janak Shah (jointly held), 3,750 Equity Shares to Ankur Shah and 3,500 Equity Shares to Vishal Shah.
- (6) Allotment of 450,000 Equity Shares to Janak Shah and Maya Shah (jointly held) and 4,50,000 Equity Shares to Maya Shah and Janak Shah (jointly held).
- (7) Allotment of 1,150,000 Equity Shares to Janak Shah and 9,00,000 Equity Shares to Maya Shah.
- (8) Allotment of 1,614,175 Equity Shares to Janak Shah, 1,360,325 Equity Shares to Maya Shah, 8,000 Equity Shares to Janak Shah (HUF), 5,000 Equity Shares to Vinodkanta Shah, Janak Shah and Maya Shah (jointly held), 6,250 Equity Shares to Ankur Shah, Janak Shah and Maya Shah (jointly held), 6,000 Equity Shares to Vishal Shah, Janak Shah and Maya Shah (jointly held), 50 Equity Shares to Gaurang Thanawala, 50 Equity Shares to Daksha Thanawala, 50 Equity Shares to Sachi Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala), 50 Equity Shares to Dwiti Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala) and 50 Equity Shares to Varun Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala).
- (9) Allotment of 1,222,000 Equity Shares to NYLIM JB.
- (10) Allotment of 611,000 Equity Shares to NYLIM JB.
- (11) Allotment of 1,084,784 Equity Shares to Janak Shah and Maya Shah (jointly held), 901,884 Equity Shares to Maya Shah and Janak Shah (jointly held), 4,167 Equity Shares to Ankur Shah and Vaibhavi Shah (jointly held), 4,000 Equity Shares to Vishal Shah and Rajat Shah (jointly held), 5,000 Equity Shares to Hemendra Shah and Neena Shah (jointly held) 611,000 Equity Shares to NYLIM JB, 33 Equity Shares to Gaurang Thanawala and Daksha Thanawala (jointly held), 33 Equity Shares to Daksha Thanawala and Gaurang Thanawala (jointly held), 33 Equity Shares to Sachi Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala), 33 Equity Shares

to Dwiti Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala) and 33 Equity Shares to Varun Thanawala (under the guardianship of Gaurang Thanawala and Daksha Thanawala).

2. Equity Shares issued for consideration other than cash

Except as set forth below, our Company has not issued any Equity Shares for consideration other than cash:

Date of allotment	Name of Allottees	Number of equity shares	Face value (₹)	Offer price (₹)	Reason for allotment	Benefits accrued to our Company
July 1 2006	Janak Shah	1,614,175	10	-	Bonus issue in the ratio of one Equity Share for every one Equity Share held.	Capitalisation of the sum outstanding to the credit of the securities premium account
	Maya Shah	1,360,325	10	-		
	Janak Shah (HUF)	8,000	10	-		
	Vinodkanta Shah, Janak Shah and Maya Shah (jointly held)	5,000	10	-		
	Ankur Shah, Janak Shah and Maya Shah (jointly held)	6,250	10	-		
	Vishal Shah, Janak Shah and Maya Shah (jointly held)	6,000	10	-		
	Gaurang Thanawala	50	10	-		
	Daksha Thanawala	50	10	-		
	Sachi Thanawala*	50	10	-		
	Dwiti Thanawala*	50	10	-		
	Varun Thanawala*	50	10	-		
July 24, 2018	Janak Shah and Maya Shah (jointly held)	1,084,784	10	-	Bonus issue in the ratio of one Equity Share for every three Equity Share held.	Capitalisation of the sum outstanding to the credit of the securities premium account
	Maya Shah and Janak Shah (jointly held)	901,884	10	-		
	Ankur Shah and Vaibhavi Shah (jointly held)	4,167	10	-		
	Vishal Shah and Rajat Shah (jointly held)	4,000	10	-		
	Hemendra Shah and Neena Shah (jointly held)	5,000	10	-		
	NYLIM JB	611,000	10	-		
	Gaurang Thanawala and Daksha Thanawala (jointly held)	33	10	-		
	Daksha Thanawala and Gaurang Thanawala (jointly held)	33	10	-		
	Sachi Thanawala*	33	10	-		
	Dwiti Thanawala*	33	10	-		
	Varun Thanawala*	33	10	-		
	TOTAL		5,611,000			

* Under the guardianship of Gaurang Thanawala and Daksha Thanawala

3. Our Company has not allotted any Equity Shares out of revaluation reserves since its incorporation.

Except for the bonus issue of Equity Shares made on July 24, 2018, our Company has not made any issue of Equity Shares at a price lower than the Offer Price during the preceding one year from the date of filing of this Draft Red Herring Prospectus.

4. Build-up of Promoters' shareholding, Minimum Promoters' Contribution and lock-in

As on the date of this Draft Red Herring Prospectus, our Promoters, collectively hold 7,946,668 Equity Shares, i.e., 76.09% of the issued, subscribed and paid-up Equity Share capital of our Company, respectively. The details regarding our Promoters' shareholding is set out below:

(a) Build-up of Equity Shares held by our Promoters

The details of build-up our Promoters' shareholding in our Company is as follows:

1. Janak Shah

Sr. No	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre-Offer paid-up capital (%)	Percentage of post-Offer paid-up capital (%)
1.	September 27, 1985	Allotment pursuant to subscription to Memorandum	1 ⁽²⁾	10	10	Cash	Negligible	[•]
2.	June 20, 1986	Allotment	499 ⁽²⁾	10	10	Cash	Negligible	[•]
3.	November 28, 1986	Transfer to Decision Data Services Private Limited ⁽¹⁾	(10)	10	10	Cash	Negligible	[•]
4.	June 23, 1989	Transfer to Hiramani Trading & Investments Private Limited	(100) ⁽²⁾	10	10	Cash	Negligible	[•]
5.	June 23, 1989	Transfer to Janak Ramanlal Shah (HUF) ⁽⁷⁾	(300) ⁽²⁾	10	10	Cash	Negligible	[•]
6.	May 17, 1990	Transfer from Decision Data Services Private Limited ⁽¹⁾	10	10	10	Cash	Negligible	[•]
7.	March 30, 1993	Allotment	3,150 ⁽²⁾	10	10	Cash	0.03	[•]
8.	March 28, 1994	Allotment	5,750 ⁽²⁾	10	10	Cash	0.05	[•]
9.	September 26, 2001	Transfer from Ramanlal Shah ⁽⁴⁾	375 ⁽⁶⁾	10	10	Cash	Negligible	[•]
		Transfer from Ramanlal Hiralal Shah (HUF) ⁽⁵⁾	4,800 ⁽⁶⁾	10	10	Cash	0.04	[•]
10.	February 16, 2004	Allotment	450,000 ⁽²⁾	10	10	Cash	4.31	[•]
11.	February 20, 2006	Allotment	1,150,000 ⁽²⁾	10	10	Cash	11.01	[•]
12.	July 1, 2006	Bonus Issue	1,614,175 ⁽²⁾	10	N. A.	Bonus Issue	15.46	[•]
13.	November 14, 2006	Transfer from late Vinodkanta Shah ⁽³⁾	10,000 ⁽²⁾	10	10	Cash	0.10	[•]

Sr. No.	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre- Offer paid-up capital (%)	Percentage of post- Offer paid-up capital (%)
14.	January 16, 2009	Transfer from Janak Ramanlal Shah (HUF) ⁽⁷⁾	16,000 ⁽²⁾	10	10	Cash	0.15	[●]
15.	July 24, 2018	Bonus Issue	1,084,784 ⁽²⁾	10	N. A.	Bonus Issue	10.39	[●]
16.	September 7, 2018	Transfer to Ankur Shah Trust as a gift	(900,000) ⁽²⁾	10	Nil	Nil	8.62	[●]
		Transfer to Vishal Shah Trust as a gift	(900,000) ⁽²⁾	10	Nil	Nil		
TOTAL			2,539,134				24.31	[●]

1. Jointly held with Daksha Thanawala

2. These Equity Shares were transferred/allotted to/from a folio in which Equity Shares were held by Janak Shah as first holder jointly with Maya Shah

3. Jointly held with Janak Shah and Maya Shah

4. Jointly held with late Vinodkanta Shah and Bhargavi Shah

5. Jointly held with Janak Shah

6. These Equity Shares were transferred from a separate folio where Equity Shares were held by Janak Shah as first holder jointly with Maya Shah and late Vinodkanta Shah. Subsequently, on May 5, 2006, the 5,175 Equity Shares which were jointly held by Janak Shah as first holder jointly with Maya Shah and late Vinodkanta Shah were transferred to the folio where Equity Shares were jointly held by Janak Shah with Maya Shah.

7. Jointly held with Maya Shah

2. Maya Shah

Sr. No.	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre- Offer paid-up capital (%)	Percentage of post- Offer paid-up capital (%)
1.	September 27, 1985	Allotment pursuant to subscription to Memorandum	1 ⁽¹⁾	10	10	Cash	Negligible	[●]
2.	June 20, 1986	Allotment	499 ⁽¹⁾	10	10	Cash		
3.	June 23, 1989	Transfer to Hiramani Trading & Investments Private Limited	(100) ⁽¹⁾	10	10	Cash		
		Transfer to Ankur Shah	(100) ⁽¹⁾	10	10	Cash		
		Transfer to Vishal Shah	(100) ⁽¹⁾	10	10	Cash		
4.	March 30, 1993	Allotment	3,600 ⁽¹⁾	10	10	Cash	0.03	[●]
5.	March 28, 1994	Allotment	5,950 ⁽¹⁾	10	10	Cash	0.06	[●]
6.	August 6, 1999	Transfer from Hiramani Trading & Investments Private Limited	200 ⁽¹⁾	10	10	Cash	Negligible	[●]
7.	September 26, 2001	Transfer from Ramanlal Shah ⁽²⁾	375 ⁽³⁾	10	10	Cash	Negligible	[●]

Sr. No.	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre- Offer paid-up capital (%)	Percentage of post- Offer paid-up capital (%)
8.	February 16, 2004	Allotment	450,000 ⁽¹⁾	10	10	Cash	4.31	[●]
9.	February 20, 2006	Allotment	900,000 ⁽¹⁾	10	10	Cash	8.62	[●]
10.	July 1, 2006	Bonus Issue	1,360,325 ⁽¹⁾	10	N. A.	Bonus Issue	13.02	[●]
11.	June 1, 2018	Transfer to Hemendra Shah	(15,000) ⁽⁴⁾	10	240	Cash	0.14	[●]
12.	July 24, 2018	Bonus Issue	901,884 ⁽¹⁾	10	N. A.	Bonus Issue	8.64	[●]
13.	September 7, 2018	Transfer to Ankur Shah Trust as a gift	(900,000) ⁽¹⁾	10	Nil	Nil	8.62	[●]
14.		Transfer to Vishal Shah Trust as a gift	(900,000) ⁽¹⁾	10	Nil	Nil		
TOTAL			1,807,534				17.31	[●]

1. These Equity Shares were transferred/allotted to/from a folio in which Equity Shares were held by Maya Shah as first holder jointly with Janak Shah

2. Jointly held with late Vinodkanta Shah and Bhargavi Shah

3. These Equity Shares were transferred from a separate folio where Equity Shares were held by Maya Shah as first holder jointly with Janak Shah and late Vinodkanta Shah. Subsequently, on May 5, 2006, the 375 Equity Shares which were jointly held by Maya Shah as first holder jointly with Janak Shah and late Vinodkanta Shah were transferred to the folio where Equity Shares were jointly held by Maya Shah with Janak Shah.

4. Jointly held with Neena Shah

3. Ankur Shah Trust

Sr. No.	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre- Offer paid-up capital (%)	Percentage of post- Offer paid-up capital (%)
1.	September 7, 2018	Transfer from Janak Shah as a gift	900,000	10	10	Nil	17.23	[●]
2.		Transfer from Maya Shah as a gift	900,000	10	10	Nil		

4. Vishal Shah Trust

Sr. No.	Date of allotment/transfer	Nature of allotment/Details of transfer	Number of equity shares	Face Value (₹)	Issue/transfer price per equity share (₹)	Nature of consideration	Percentage of pre- Offer paid-up capital (%)	Percentage of post- Offer paid-up capital (%)
1.	September 7, 2018	Transfer from Janak Shah as a gift	900,000	10	10	Nil	17.23	[●]
2.		Transfer from Maya Shah as a gift	900,000	10	10	Nil		

All the Equity Shares held by our Promoters were fully paid-up on the respective dates of acquisition of such Equity Shares. None of the Equity Shares held by our Promoters are pledged.

(b) Shareholding of our Promoters and Promoter Group

Set forth below is the shareholding of our Promoters and Promoter Group in our Company as on the date of this Draft Red Herring Prospectus:

Sr. No.	Name of shareholder	Pre- Offer		Post- Offer	
		Number of Equity Shares	Percentage of equity share capital (%)	Number of Equity Shares	Percentage of equity share capital (%)
(A) Promoters					
1.	Janak Shah (<i>jointly held with Maya Shah</i>)	2,539,134	24.31	[●]	[●]
2.	Maya Shah (<i>jointly held with Janak Shah</i>)	1,807,534	17.31	[●]	[●]
3.	Ankur Shah Trust	1,800,000	17.23	[●]	[●]
4.	Vishal Shah Trust	1,800,000	17.23	[●]	[●]
	TOTAL (A)	7,946,668	76.09		
(B) Promoter Group					
1.	Ankur Shah (<i>jointly held with Vaibhavi Shah</i>)	16,667	0.16	[●]	[●]
2.	Vishal Shah (<i>jointly held with Rajat Shah</i>)	16,000	0.15	[●]	[●]
	TOTAL (B)	32,667	0.31	[●]	[●]
	TOTAL	7,979,335	76.40	[●]	[●]

(c) Details of Minimum Promoters' Contribution locked-in for three years

Pursuant to Regulations 32 and 36 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer paid up Equity Share capital of our Company held by our Promoters shall be provided towards minimum promoters' contribution and locked-in for a period of three years from the date of Allotment ("**Minimum Promoters' Contribution**") and our Promoters' shareholding in excess of 20% of the fully diluted post-Offer paid-up Equity Share capital shall be locked in for a period of one year from the date of Allotment. The Equity Shares forming a part of the Minimum Promoters' Contribution are eligible in terms of Regulation 33 of the SEBI ICDR Regulations.

Our Promoters, i.e., Janak Shah and Maya Shah have vide their letters dated September 20, 2018, consented to the inclusion of such number of Equity Shares held by them, in aggregate, as may constitute 20% of the post- Offer Equity Share capital of our Company as Minimum Promoters' Contribution and have agreed not to sell, transfer, charge, pledge or otherwise encumber in any manner the Minimum Promoters' Contribution from the date of filing of this Draft Red Herring Prospectus until the commencement of the lock-in period specified above, or for such other time as required under the SEBI ICDR Regulations.

The details of the Equity Shares held by our Promoters, which shall be locked-in as Minimum Promoters' Contribution for a period of three years from the date of Allotment are set out in the following table*:

Name of the Promoter	No. of Equity Shares held pre-Offer	No. of Equity Shares to be locked-in [#]	Date of acquisition and when made fully paid-up	Acquisition price	Nature of transaction	Face value per Equity Share (₹)	% of pre-Offer equity share capital	% of the fully diluted post-Offer equity paid- up capital
Janak Shah (<i>jointly held with Maya Shah</i>)	2,539,134	[●]	[●]	[●]	[●]	10	[●]	[●]
Maya Shah (<i>jointly held with Janak Shah</i>)	1,807,534	[●]	[●]	[●]	[●]	10	[●]	[●]

* To be updated at the Prospectus stage.

For a period of three years from the date of Allotment.

For details on the build-up of the equity share capital held by our Promoters, see “- *Build-up of Equity Shares held by our Promoters*” on page 72.

The Minimum Promoters’ Contribution has been brought to the extent of not less than the specified minimum lot and from the persons identified as ‘Promoter’ under the SEBI ICDR Regulations.

The Equity Shares that are being locked-in are not ineligible for computation of Minimum Promoters’ Contribution under Regulation 33 of the SEBI ICDR Regulations. In this regard, our Company confirms the following:

- (i) the Equity Shares offered as part of the Minimum Promoters’ Contribution do not comprise Equity Shares acquired during the three years preceding the date of this Draft Red Herring Prospectus for consideration other than cash and where revaluation of assets or capitalisation of intangible assets was involved or bonus issue out of revaluations reserves or unrealised profits or against Equity Shares that are otherwise ineligible for computation of Minimum Promoters’ Contribution;
- (ii) the Minimum Promoters’ Contribution does not include Equity Shares acquired during the one year preceding the date of this Draft Red Herring Prospectus at a price lower than the price at which the Equity Shares are being offered to the public in the Offer;
- (iii) the Equity Shares held by our Promoters that are offered as part of the Minimum Promoters’ Contribution are not subject to any pledge or any other encumbrance;
- (iv) our Company has not been formed by the conversion of a partnership firm into a company; and
- (v) the Equity Shares held by our Promoters that are offered as part of the Minimum Promoters’ Contribution do not consist of any Equity Share issued pursuant to conversion of a partnership firm in the one year immediately preceding the date of this Draft Red Herring Prospectus.

(d) Details of pre- Offer Equity Share capital locked-in for one year

In terms of Regulation 37 of the SEBI ICDR Regulations, the entire pre- Offer Equity Share capital of our Company shall be locked-in for a period of one year from the date of Allotment, except (a) the Minimum Promoters’ Contribution which shall be locked for a period of three years as detailed above; and (b) Offered Shares which are successfully transferred as part of the Offer for Sale.

The aforesaid lock-in arrangement shall be subject to any subsequent amendments to the lock-in requirements under applicable provisions of the SEBI ICDR Regulations. Any unsubscribed portion of the Offered Shares would also be locked in as required under the SEBI ICDR Regulations.

(e) Lock in of Equity Shares Allotted to Anchor Investors

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

(f) Other requirements in respect of lock-in

Pursuant to Regulation 39 of the SEBI ICDR Regulations, Equity Shares held by our Promoters which are locked-in for a period of one year from the date of Allotment may be pledged only with scheduled commercial banks or public financial institutions as collateral security for loans granted by such banks or public financial institutions, provided that the pledge of such Equity Shares is one of the terms of the sanction of such loans. Equity Shares locked-in as Minimum Promoters’ Contribution for three years can be pledged only if in addition to fulfilling the aforementioned requirements, such loans have been granted by scheduled commercial banks or public financial institutions for the purpose of financing one or more objects of the Offer.

In terms of Regulation 40 of the SEBI ICDR Regulations, Equity Shares held by our Promoters may be transferred to a member of the Promoter Group or a new promoter or persons in control of our Company, subject to continuation of lock-in applicable to the transferee for the remaining period and compliance with

provisions of the Takeover Regulations as applicable and such transferee shall not be eligible to transfer them till the lock-in period stipulated in SEBI ICDR Regulations has expired.

Further, in terms of Regulation 40 of the SEBI ICDR Regulations, Equity Shares held by persons other than our Promoters prior to the Offer and locked-in for a period of one year from the date of from the date of Allotment, 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 continuance of the lock-in at the hands of the transferees for the remaining period and compliance with the provisions of the Takeover Regulations.

5. Shareholding pattern of our Company

Set forth below is 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)	No. of fully paid up Equity Shares held (IV)	No. of partly paid-up Equity Shares held (V)	No. of shares underlying Depository receipts (VI)	Total nos. shares held (VII) = (IV)+(V)+(VI)	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of voting rights held in each class of securities (IX)			No. of shares underlying outstanding convertible securities (including warrants) (X)	Shareholding as a % assuming full conversion of convertible securities (as a percentage of diluted share capital) (XI) = (VII)+(X) As a % of (A+B+C2)	Number of locked in shares (XII)		Number of shares pledged or otherwise encumbered (XIII)		Number of Equity Shares held in dematerialised form (XIV)
								No of voting rights					No. (a)	As a % of total shares held (b)	No. (a)	As a % of total shares held (b)	
								Class - Equity	Total	Total as a % of (A+B+C)							
(A)	Promoter and Promoter Group	6	7,979,335	-	-	7,979,335	76.40	7,979,335	7,979,335	76.40	-	76.40	-	-	-	7,979,335	
(B)	Public	4	2,464,665	-	-	2,464,665	23.60	2,464,665	2,464,665	23.60	-	23.60	-	-	-	2,464,665	
(C)	Non-Promoter Non-Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(C) (1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
(C) (2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	TOTAL (A)+(B)+(C)	10	10,444,000	-	-	10,444,000	100.00	10,444,000	10,444,000	100.00	-	-	-	-	-	10,444,000	

6. Shareholding of our Directors and Key Management Personnel in our Company

As on the date of this Draft Red Herring Prospectus, the shareholding of our Directors and Key Management Personnel in our Company are as follows.

Name	No. of Equity Shares	% of pre – offer Equity Share Capital
Shareholding of Directors		
Janak Shah (jointly held with Maya Shah)	2,539,134	24.31
Maya Shah (jointly held with Janak Shah)	1,807,534	17.31
Ankur Shah (jointly held with Vaibhavi Shah)	16,667	0.16
Vishal Shah (jointly held with Rajat Shah)	16,000	0.15
Shareholding of Key Management Personnel		
Hemendra Shah (jointly held with Neena Shah)	20,000	0.19

7. Equity Shares held by top ten Shareholders

(a) As on the date of this Draft Red Herring Prospectus, our top ten Shareholders are as follows:

Sr. No.	Name of the shareholder	No. of Equity Shares	Percentage of pre- Offer shareholding (%)	Percentage of post- Offer shareholding (%)
1.	Janak Shah (<i>jointly held with Maya Shah</i>)	2,539,134	24.31	[●]
2.	NYLIM JB	2,444,000	23.40	[●]
3.	Maya Shah (<i>jointly held with Janak Shah</i>)	1,807,534	17.31	[●]
4.	Ankur Shah Trust	1,800,000	17.23	[●]
5.	Vishal Shah Trust	1,800,000	17.23	[●]
6.	Hemendra Shah (<i>jointly owned with Neena Shah</i>)	20,000	0.19	[●]
7.	Ankur Shah (<i>jointly held with Vaibhavi Shah</i>)	16,667	0.16	[●]
8.	Vishal Shah (<i>jointly held with Rajat Shah</i>)	16,000	0.15	[●]
9.	Gaurang Thanawala (<i>jointly held with Daksha Thanawala</i>)	532	Negligible	[●]
10.	Daksha Thanawala (<i>jointly held with Gaurang Thanawala</i>)	133	Negligible	[●]
TOTAL		10,444,000	100.00	[●]

(b) Ten days prior to the date of this Draft Red Herring Prospectus, our top ten Shareholders were as follows:

Sr. No.	Name of the shareholder	No. of Equity Shares	Percentage of pre- Offer shareholding (%)	Percentage of post- Offer shareholding (%)
1.	Janak Shah (<i>jointly held with Maya Shah</i>)	2,539,134	24.31	[●]
2.	NYLIM JB	2,444,000	23.40	[●]
3.	Maya Shah (<i>jointly held with Janak Shah</i>)	1,807,534	17.31	[●]
4.	Ankur Shah Trust	1,800,000	17.23	[●]
5.	Vishal Shah Trust	1,800,000	17.23	[●]
6.	Hemendra Shah (<i>jointly owned with Neena Shah</i>)	20,000	0.19	[●]
7.	Ankur Shah (<i>jointly held with Vaibhavi Shah</i>)	16,667	0.16	[●]
8.	Vishal Shah (<i>jointly held with Rajat Shah</i>)	16,000	0.15	[●]
9.	Gaurang Thanawala (<i>jointly held with Daksha Thanawala</i>)	532	Negligible	[●]
10.	Daksha Thanawala (<i>jointly held with Gaurang Thanawala</i>)	133	Negligible	[●]
TOTAL		10,444,000	100.00	[●]

(c) Two years prior to the date of filing this Draft Red Herring Prospectus, our top ten Shareholders were as follows:

Sr. No.	Name of the shareholder	No. of Equity Shares	Percentage of pre- Offer shareholding (%)	Percentage of post- Offer shareholding (%)
1.	Janak Shah (<i>jointly held with Maya Shah</i>)	32,54,350	41.55	[●]
2.	Maya Shah (<i>jointly held with Janak Shah</i>)	27,20,650	34.73	[●]
3.	NYLIM JB	18,33,000	23.40	[●]
4.	Ankur Shah (<i>jointly held with Vaibhavi Shah</i>)	12,500	0.16	[●]
5.	Vishal Shah (<i>jointly held with Rajat Shah</i>)	12,000	0.15	[●]
6.	Gaurang Thanawala (<i>jointly held with Daksha Thanawala</i>)	100	Negligible	[●]
7.	Daksha Thanawala (<i>jointly held with Gaurang Thanawala</i>)	100	Negligible	[●]
8.	Sachi Thanawala	100	Negligible	[●]
9.	Dwiti Thanawala	100	Negligible	[●]
10.	Varun Thanawala	100	Negligible	[●]
TOTAL		7,833,000	100.00	[●]

1. Under the guardianship of Gaurang Thanawala and Daksha Thanawala

2. Under the guardianship of Gaurang Thanawala and Daksha Thanawala

3. Under the guardianship of Gaurang Thanawala and Daksha Thanawala

8. All Equity Shares of our Company are in dematerialised form.
9. Our Company has not allotted any Equity Shares pursuant to any scheme approved under Sections 391 to 394 of the Companies Act, 1956 or Sections 230 to 232 of the Companies Act, 2013.
10. Except as disclosed above under “-Shareholding of our Directors and Key Management Personnel in our Company”, none of our other Directors or Key Management Personnel hold any Equity Shares of our Company as on date of this Draft Red Herring Prospectus.
11. As on the date of this Draft Red Herring Prospectus, our Company has 10 Shareholders. Except for the sale of Equity Shares in the Offer by the Promoters, our Promoters and the members of the Promoter Group will not participate in the Offer.
12. Other than with respect to the Offer for Sale by the Promoter Selling Shareholders, the Promoters and Promoter Group will not receive any proceeds from the Offer.
13. There has been no financing arrangement whereby the Promoter Group, Promoters, our Directors and their relatives have financed the purchase by any other person of Equity Shares during the period of six months immediately preceding the date of filing of this Draft Red Herring Prospectus with SEBI.
14. 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 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 bonus issue of Equity Shares or on a rights basis or by way of further public issue of Equity Shares or qualified institutions placements or otherwise.
15. Except as disclosed below, our Promoters, members of the Promoter Group, our Directors or their immediate relatives have not purchased or sold any securities of our Company during the period commencing six months prior to the date of filing this Draft Red Herring Prospectus:

Sr. No.	Date of transfer	Details of transfer	No. of Equity Shares transferred	Transfer price per Equity Share
<i>Ankur Shah Trust</i>				
1.	September 7, 2018	Transfer from Janak Shah as a gift	900,000	Nil

Sr. No.	Date of transfer	Details of transfer	No. of Equity Shares transferred	Transfer price per Equity Share
2.	September 7, 2018	Transfer from Maya Shah as a gift	900,000	Nil
<i>Vishal Shah Trust</i>				
3.	September 7, 2018	Transfer from Janak Shah as a gift	900,000	Nil
4.	September 7, 2018	Transfer from Maya Shah as a gift	900,000	Nil

16. Our Company, our Directors and the BRLMs have not entered into any buy-back, safety net facility and/or standby arrangements for purchase of Equity Shares.
17. The BRLMs and their respective associates (determined as per the definition of ‘associate company’ under the Companies Act, 2013, and as per definition of the term ‘associate’ under the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) do not hold any Equity Shares as on the date of this Draft Red Herring Prospectus. The BRLMs and their affiliates may engage in the transactions with, and perform services for, our Company in the ordinary course of business or may in the future, engage in commercial banking and investment banking transactions with our Company for which they may receive customary compensation in the future.
18. There are no outstanding warrants, options or rights to convert debentures, loans or other instruments into Equity Shares as on the date of this Draft Red Herring Prospectus.
19. All Equity Shares allotted pursuant to the Offer will be fully paid up at the time of Allotment and there are no partly paid up Equity Shares as on the date of this Draft Red Herring Prospectus.
20. None of the Equity Shares held by our Promoter or the members of the Promoter Group are pledged or otherwise encumbered.
21. Our Company does not have an employee stock option plan.
22. The Offer is being made through the Book-Building Process, in accordance with Regulation 26(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. Our Company and Selling Shareholders may, in consultation with the BRLMs, allocate up to 60% of the QIB Portion to Anchor Investors, on a discretionary basis, out of which at least one-third will be available for allocation to domestic Mutual Funds only, subject to valid Bids being received from domestic Mutual Funds at or above the Offer Price. In the event of under-subscription or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the QIB Portion (excluding for allocation to Anchor Investors). Such number of Equity Shares representing 5% of the QIB Portion (excluding for allocation to Anchor Investors) shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder of the QIB Portion shall be available for allocation on a proportionate basis to QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received from them at or above the Anchor Investor Offer Price in accordance with the SEBI ICDR Regulations. 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 and not less than 35% of the Offer shall be available for allocation to Retail Individual Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price. Under-subscription if any, in any category, except in the QIB Portion, would be allowed to be met with spill over from any other category or a combination of categories of bidders at the discretion of our Company and the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange subject to Applicable Law. Subject to availability of Equity Shares, each Retail Individual Investor shall be Allotted not less than the minimum Bid Lot, and the remaining Equity Shares, if available, shall be allotted to all Retail Individual Investors on a proportionate basis.
23. There shall be only one denomination of Equity Shares, unless otherwise permitted by law.
24. Our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

25. No payment, direct or indirect in the nature of discount, commission, and allowance or otherwise shall be made either by us or by our Promoters to the persons who are Allotted Equity Shares pursuant to the Offer.
26. An over-subscription to the extent of 10% of the Offer can be retained for the purposes of rounding off to the nearer multiple of minimum allotment lot.
27. Our Company shall ensure that any transaction in the Equity Shares by the Promoters and the Promoter Group during the period between the date of registering the Red Herring Prospectus with the RoC and the date of closure of the Offer shall be reported to the Stock Exchanges within 24 hours of such transaction.
28. No person connected with the Offer, including, but not limited to, the BRLMs, the members of the Syndicate, our Company, the Selling Shareholders, our Directors, our Promoters or the members of the Promoter Group, 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 in the Offer.
29. Our Company shall not make any further issue of Equity Shares and/or any securities convertible into or exchangeable for Equity Shares, whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner, during the period commencing from filing of this Draft Red Herring Prospectus with SEBI until the Equity Shares have been listed on the Stock Exchanges pursuant to this Offer or all application monies have been refunded, as the case may be.
30. A Bidder cannot make a Bid exceeding the number of Equity Shares offered through this Offer and subject to the investment limits or maximum number of Equity Shares that can be held by them under applicable law. For more information see “*Offer Procedure*” on page 343.

OBJECTS OF THE OFFER

The Offer comprises the Fresh Issue and the Offer for Sale.

Offer for Sale

Each of the Selling Shareholders will be entitled to the respective portion of the proceeds of the Offer for Sale, after deducting their portion of the Offer related expenses and relevant taxes thereon. Our Company will not receive any proceeds from the Offer for Sale.

Net Proceeds

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

(in ₹ million)

Particulars	Amount**
Gross Proceeds	up to 1,250
Less: Offer expenses (only those apportioned to our Company)*	[●]
Net Proceeds	[●]

* Other than listing fees, which will be paid by our Company, all other Offer related expenses shall be shared amongst the Company and the Selling Shareholders, as agreed between them in compliance with applicable law, upon successful completion of the Offer. Any payments made by our Company in relation to the Offer on behalf of the Selling Shareholders shall be reimbursed by the Selling Shareholders as agreed between our Company and the Selling Shareholders.

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

Fresh Issue

The net proceeds of the Fresh Issue (“**Net Proceeds**”) are proposed to be utilised in the following manner:

1. Pre-payment or repayment of all or a portion of certain outstanding borrowings availed by our Company; and
2. General corporate purposes.

(collectively, referred to herein as “**Objects**”)

In addition to the afore-mentioned Objects, our Company intends to strengthen its capital base and expects to receive the benefits of listing of its Equity Shares on the Stock Exchanges, including among other things, enhance our visibility and provide liquidity to our Shareholders.

The objects to be pursued by our Company and matters necessary in furtherance of such objects of our MoA enables our Company (i) to undertake our existing business activities; (ii) to undertake activities for which funds are being raised by us through the Fresh Issue; and (iii) activities undertaken for which loans were raised and which are proposed to be prepaid or repaid from the Net Proceeds and the funds earmarked towards general corporate purposes shall be used.

Utilisation of Net Proceeds

The Net Proceeds are proposed to be utilised towards the following Objects:

(in ₹ million)

Objects	Amount
Prepayment or repayment of all or a portion of certain outstanding borrowings availed by our Company	Up to 1,000
General corporate purposes*	[●]

*To be determined upon finalisation of the Offer Price and updated in the Prospectus prior to filing with the RoC. The amount utilised for general corporate purposes shall not exceed 25% of the Gross Proceeds.

The fund requirements mentioned above are based on the internal management estimates of our Company and have not been verified by the BRLMs or appraised by any bank, financial institution or any other external agency. These fund requirements are based on the current circumstances of our business and our Company may have to revise its estimates, from time to time, on account of various factors beyond our control, such as market conditions, competition, costs of providing service and interest or exchange rate fluctuations. Consequently, the fund

requirements of our Company are subject to revisions in the future at the discretion of the management. Accordingly, if our Company is unable to utilise any portion of the Net Proceeds towards the stated objects of the Offer, as per the estimated schedule of utilisation, our Company shall deploy the Net Proceeds in the subsequent Fiscal towards the afore-mentioned objects in accordance with the applicable law. Further, subject to applicable laws, in the event of any increase in the actual utilisation of funds earmarked for the objects of the Fresh Issue, such additional funds will be met by way of means available to us, including from internal accruals and any additional equity or debt arrangements or both.

Means of Finance

The entire requirements of funds for the objects detailed above are intended to be funded from the Net Proceeds. Accordingly, our Company confirms that it is not required to make firm arrangement of finance through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised through the Offer.

Schedule of implementation and deployment of Net Proceeds

We propose to deploy the Net Proceeds for the aforesaid purpose in accordance with the schedule of deployment of funds set forth in the table below.

(in ₹ million)

Particulars	Total estimated amount/expenditure	Amount to be deployed from the Net Proceeds in Fiscal 2019
Prepayment or repayment of all or a portion of certain outstanding borrowings availed by our Company	Up to 1,000	1,000
General corporate purposes	[●]	[●]*
Total Net Proceeds	[●]	[●]

**To be determined upon finalisation of the Offer Price and updated in the Prospectus prior to filing with the RoC. The amount utilised for general corporate purposes shall not exceed 25% of the Gross Proceeds.*

To the extent our Company is unable to utilise any portion of the Net Proceeds towards the aforementioned object of the Offer, as per the estimated schedule of utilisation specified above, our Company shall deploy the Net Proceeds in the subsequent Fiscals towards the afore-mentioned object, in accordance with applicable law.

Details of the Objects

(i) Prepayment or repayment of all or a portion of certain outstanding borrowings availed by our Company

Our Company proposes to utilise an estimated amount up to ₹ 1,000.00 million from the Net Proceeds towards pre-payment or scheduled repayment of all or a portion of term loans and working capital facilities availed by the Company, the details of which are listed out in the table below. Given the nature of these borrowings and the terms of repayment, the aggregate outstanding borrowing amounts which we propose to repay may vary from time to time. The selection and extent of loans proposed to be prepaid or repaid from our Company's loan facilities mentioned below will be based on various commercial considerations including, among others, the interest rate on the loan facility, the amount of the loan outstanding and the remaining tenor of the loan. Further, the amounts outstanding under the working capital facilities as well as the sanctioned limits are dependent on several factors and may vary with the business cycle of the Company with multiple intermediate repayments, drawdowns and enhancement of sanctioned limits.

In light of the above, if at the time of filing the Red Herring Prospectus, any of the below-mentioned loans are repaid in part or full or refinanced or if any additional amounts are drawn down on the working capital borrowings or if the limits under the working capital borrowings are increased, then the table below shall be suitably revised to reflect the revised amounts or loans as the case may be which have been availed by the Company.

The pre-payment or scheduled repayment will help reduce our outstanding indebtedness, assist us in maintaining a favourable debt to equity ratio and enable utilisation of our internal accruals for further investment in business growth and expansion. In addition, we believe that since the debt to equity ratio of our Company will improve significantly it will enable us to raise further resources in the future to fund potential business development opportunities and plans to grow and expand our business in the future.

The following table provides details of loans availed by our Company as at July 31, 2018, out of which we propose to pre-pay or repay, in part either all or a portion of the below mentioned loans, up to an amount aggregating to ₹1,000 million from the Net Proceeds:

Name of the lender	Nature of borrowing	Amount sanctioned (in ₹ million)	Principal amount outstanding as on July 31, 2018 (in ₹ million)*	Rate of interest (% p.a.)**	Purpose	Repayment terms and schedule	Pre-payment penalty
HDFC Bank Limited	Cash Credit	750.00	519.82	12.85	Working capital	On demand	As may be mutually agreed
	Term Loan	125.00	46.02	For foreign currency loans: six months LIBOR + 460 bps For Rupee loans: one year MCLR + 330 bps	Capital Expenditure	In equated quarterly instalments in five years including 15 months moratorium.	Nil
		200.00	82.87			In equated quarterly instalments in four years including 12 months moratorium	
		125.00	123.36			In equated quarterly instalments in five years including 12 months moratorium.	
		500.00	508.47			In equated quarterly instalments in five years including 12 months moratorium.	
		500.00	-			In equated quarterly instalments in five years including 12 months moratorium.	
Total	2,200.00	1,280.54					

*As certified by Ravi A. Shah & Associates, Chartered Accountants (firm registration number 125079W) through their certificate dated September 20, 2018. Further, Ravi A. Shah & Associates, Chartered Accountants has confirmed that the borrowings set out in the table above have been utilised for the purposes for which they were availed.

**Plus interest tax and any other statutory levy, as may be applicable.

For further details in relation to the terms and conditions under the aforesaid loan agreements as well as restrictive covenants in relation thereto, please see the section entitled “Financial Indebtedness” on page 312.

In the event that there are any prepayment/early redemption penalties required to be paid under the terms of the relevant financing arrangements prior to listing, the amount of such prepayment/early redemption penalties shall be paid by us out of our internal accruals.

(ii) General corporate purposes

Our Company proposes to deploy the balance Net Proceeds aggregating to ₹ [●] million towards general corporate, subject to such utilisation not exceeding 25% of the Gross Proceeds, in compliance with the SEBI ICDR Regulations. 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.

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

- (i) strategic initiatives;
- (ii) funding growth opportunities;
- (iii) strengthening marketing capabilities;
- (iv) meeting ongoing general corporate contingencies;
- (v) meeting fund requirements of our Company, in the ordinary course of its business;
- (vi) meeting expenses incurred in the ordinary course of business; and
- (vii) any other purpose, as may be approved by the Board, subject to compliance with applicable law.

Offer Related Expenses

The total expenses of the Offer are estimated to be approximately ₹ [●] million. The expenses of this Offer include, among others, listing fees, underwriting fees, selling commission, fees payable to the BRLMs, fees payable to legal counsel, Registrar to the Offer, Bankers to the Offer, processing fee to the SCSBs for processing ASBA Forms, brokerage and selling commission payable to members of the Syndicate, Registered Brokers, Collecting RTAs and CDPs, printing and stationery expenses, advertising and marketing expenses and all other incidental and miscellaneous expenses for listing the Equity Shares on the Stock Exchanges.

Other than listing fees, which will be paid by our Company, all other Offer related expenses shall be shared amongst the Company and the Selling Shareholders, as agreed between them in compliance with applicable law, upon successful completion of the Offer. Any payments made by our Company in relation to the Offer on behalf of the Selling Shareholders shall be reimbursed by the Selling Shareholders as agreed between our Company and the Selling Shareholders.

The estimated Offer expenses are as follows:

(₹ in million)

Sr. No.	Activity	Estimated amount* (₹ in million)	As a % of total estimated Offer Expenses*	As a % of Offer Size*
1.	Fees payable to the BRLMs (including underwriting commission, brokerage and selling commission)	[●]	[●]	[●]
2.	Selling commission and processing fees for SCSBs (i)(ii)	[●]	[●]	[●]
3.	Brokerage, selling commission and bidding charges for the members of the Syndicate, Registered Brokers, CRTAs and CDPs (iii)(iv)	[●]	[●]	[●]
4.	Fees payable to the Registrar to the Offer	[●]	[●]	[●]
5.	Other expenses	[●]	[●]	[●]
	(i) Listing fees, SEBI filing fees, book building software fees and other regulatory expenses, printing and stationery expenses, advertising and marketing expenses for the Offer, fees payable to the monitoring agency and fees payable to the legal counsel;			
	(ii) Other advisors to the Offer	[●]	[●]	[●]
	(iii) Miscellaneous	[●]	[●]	[●]
	Total estimated Offer expenses	[●]	[●]	[●]

*To be incorporated in the Prospectus after finalisation of the Offer Price.

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

Portion for Retail Individual Investors	[●]% of the Amount Allotted (plus applicable taxes)*
Portion for Non-Institutional Investors	[●]% of the Amount Allotted (plus applicable taxes)*

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

Selling Commission payable to the SCSBs will be determined on the basis of the bidding terminal id as captured in the Bid Book of BSE or NSE

- (ii) Processing fees payable to the SCSBs on the portion for Retail Individual Investors and portion for Non-Institutional Investors, which are procured by the members of the Syndicate Members/sub-syndicate/Registered Brokers/CRTAs/CDPs and submitted to SCSBs for blocking would be as follows:

Portion for Retail Individual Investors	₹[●] per valid ASBA Forms (plus applicable taxes)
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Portion for Non-Institutional Investors	₹[●] per valid ASBA Forms (plus applicable taxes)
---	---

SCSBs will be entitled to a processing fee of ₹[●] (plus applicable taxes), per valid ASBA Form, for processing the ASBA Forms procured and bid for by the members of the Syndicate (including their sub-syndicate members), sub-syndicate, Registered Brokers, CRTAs or CDPs from Retail Individual Investors and Non-Institutional Investors and submitted to the SCSBs. In case the total ASBA processing fees payable to SCSBs exceeds ₹5.00 million (plus applicable taxes), then the amount payable to SCSBs would be proportionately distributed based on the number of valid applications that are processed by the members of the Syndicate (including their sub-syndicate members), Registered Brokers, CRTAs or CDPs from Retail Individual Investors and Non-Institutional Investors and submitted to the SCSBs for blocking of funds such that the total ASBA processing charges payable does not exceed ₹5.00 million (plus applicable taxes).

No additional processing/uploading charges shall be payable by our Company and the Selling Shareholders to the SCSBs on the applications directly procured by them.

- (iii) Selling commission on the portion for Retail Individual Investors and the portion for Non-Institutional Investors which are procured by Syndicate Members (including their sub-syndicate members) Registered Brokers, CRTAs and CDPs would be as follows:

Portion for Retail Individual Investors	[●]% of the Amount Allotted (plus applicable taxes)*
Portion for Non-Institutional Investors	[●]% of the Amount Allotted (plus applicable taxes)*

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

In addition to the selling commission referred above, any additional amount(s) to be paid by our Company and the Selling Shareholders shall be as mutually agreed amongst the BRLMs, their respective Syndicate Members and our Company before the opening of the Offer.

Note: The total E-IPO commission to Registered Brokers, CRTAs and CDPs shall not be more than that of the Capped E-IPO Commission (defined below).

Capped E-IPO Commission is a sum of ₹[●] plus applicable taxes which shall be the maximum commission payable by our Company to Registered Brokers, CRTAs and CDPs.

The brokerage / selling commission payable to the Syndicate (including their sub-syndicate members), Registered Brokers, CRTAs and CDPs will be determined on the basis of the ASBA Form number / series, provided that the application is also bid by the respective Syndicate Members (including their sub-syndicate members), Registered Brokers, CRTAs and CDPs. For clarification, if an ASBA Application on the ASBA Form number / series of a member of the Syndicate (including their sub-syndicate members), Registered Brokers, CRTAs and CDPs, is bid for by an SCSB, the brokerage / selling commission will be payable to the SCSB and not to the members of the Syndicate (including their sub-syndicate members), Registered Brokers, CRTAs and CDPs. The brokerage / selling commission payable to the Registered Brokers, CRTAs and CDPs will be determined on the basis of the bidding terminal ID as captured in the Bid book of either of the Stock Exchanges. Payment of brokerage / selling commission payable to the sub-brokers / agents of the sub-syndicate members will be handled directly by the sub-syndicate members and the necessary records for the same shall be maintained by the respective sub-syndicate member.

- (iv) Bidding charges payable to members of the Syndicate (including their sub-syndicate members), CRTAs and CDPs on the portion for Retail Individual Investor and Non-Institutional Investor which are procured by them and submitted to SCSB for blocking, would be as follows: ₹[●] plus GST, per valid application bid by the Syndicate (including their sub-syndicate members), CRTAs and CDPs.

All of the above are exclusive of applicable taxes.

Interim Use of Net Proceeds

Our Company, in accordance with the policies established by the Board, from time to time, will have the flexibility to deploy the Net Proceeds. Pending utilisation for the purposes described above, we undertake to temporarily invest the funds from the Net Proceeds in deposits with one or more scheduled commercial banks included in the Second Schedule of Reserve Bank of India Act, 1934, for the necessary duration. Such investments will be approved by our management from time to time. Our Company confirms that, pending utilisation of the Net Proceeds, it shall not use the Net Proceeds 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 Draft Red Herring Prospectus, which are proposed to be repaid from the Net Proceeds.

Monitoring of Utilisation of Funds

Our Company shall appoint a Monitoring Agency in relation to the Offer prior to filing of the Red Herring Prospectus in accordance with Regulation 16 (1) of the SEBI ICDR Regulations. Our Board will monitor the utilization of the Net Proceeds. Our Company will disclose the utilization of the Net Proceeds under a separate head in our balance sheet along with the relevant details, for all such amounts that have not been utilized. Our Company will indicate investments, if any, of unutilized Net 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 to Regulation 18(3) of the SEBI Listing Regulations, our Company shall on a quarterly basis disclose to the Audit Committee the uses and application of the Net Proceeds. The Audit Committee shall make recommendations to our Board for further action, if appropriate. Our Company shall, on an annual basis, prepare a statement of funds utilised for purposes other than those stated in this Draft Red Herring Prospectus and place it before our Audit Committee. Such disclosure shall be made only until such time that all the Net Proceeds have been utilised in full. The statement shall be certified by the Statutory Auditors.

Further, in accordance with the Regulation 32 of the SEBI Listing Regulations, our Company shall furnish to the Stock Exchanges on a quarterly basis, a statement indicating (i) deviations, if any, in the utilisation of the Net proceeds from the Objects, as stated above; and (ii) details of category wise variations in the utilisation of the Net Proceeds from the Objects, as stated above. This information will also be published in newspapers simultaneously with the interim or annual financial results of our Company, after placing such information before our Audit Committee.

Variation in Objects

In accordance with Sections 13(8) and 27 of the Companies Act, 2013, our Company shall not vary the Objects unless our Company is authorised to do so by way of a special resolution. 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. Pursuant to the Companies Act, 2013, the Promoters or controlling Shareholders will be required to provide an exit opportunity to the Shareholders who do not agree to such proposal to vary the Objects, subject to such terms and conditions, including in respect of pricing of the Equity Shares, in accordance with our Articles of Association, the Companies Act, 2013 and provisions of Chapter VI A of the SEBI ICDR Regulations.

Appraising Agency

None of the Objects for which the Net Proceeds will be utilised, require appraisal from any agency, in accordance with applicable law.

Other Confirmations

No part of the Net Proceeds will be utilised by our Company as consideration to our Promoters, members of the Promoter Group, Directors or Key Management Personnel. Our Company has not entered into nor is planning to enter into any arrangement/agreements with Promoters, members of the Promoter Group, Directors or Key Management Personnel in relation to the utilisation of the Net Proceeds. Further, except in the ordinary course of business, there is no existing or anticipated interest of such individuals and entities in the Objects, as set out above.

BASIS FOR OFFER PRICE

The Offer Price will be determined by our Company in consultation with the Selling Shareholders and the BRLMs on the basis of assessment of market demand for the Equity Shares offered in the Offer through the Book Building Process and is justified on the basis of quantitative and qualitative factors as described below. The face value of the Equity Shares is ₹10 each and the Offer Price is [●] times the face value at the lower end of the Price Band and [●] times the face value at the higher end of the Price Band. Bidders should also see the sections entitled “Our Business”, “Risk Factors”, *Management’s Discussion and Analysis of Financial Condition and Results of Operations*” and “Financial Statements” on pages 113, 17, 280 and 162, respectively, to have an informed view before making an investment decision. The trading price of Equity Shares could decline due to factors mentioned in the section entitled “Risk Factors” on page 17 and you may lose all or part of your investments.

Qualitative Factors

We believe that some of the qualitative factors which form the basis for computing the Offer Price are as follows:

- Accredited research and manufacturing facilities approved by various regulatory authorities;
- Multifaceted product selection process targeting high margin value added OSDF products;
- Flexible business model and long-standing relationship with our partners; and
- Experienced management team with extensive industry experience.

For further details, please see the section entitled “Our Business - Our Strengths” on page 115.

Quantitative Factors

Certain information presented below, relating to our Company, is based on the Restated Financial Statements. For details, please see the section entitled “Financial Statements” on page 162.

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

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

Financial Period	Basic EPS (in ₹)	Diluted EPS (in ₹)	Weight
Fiscal 2018	15.04	15.04	3
Fiscal 2017	13.58	13.58	2
Fiscal 2016	12.79	12.79	1
Weighted Average	14.18	14.18	

Notes:

- (1) Weighted average = Aggregate of year-wise weighted EPS divided by the aggregate of weights i.e. (EPS x Weight) for each year/Total of weights.
- (2) The figures of Basic earnings per share and Diluted earnings per share disclosed above are based on the restated financial information of our Company.
- (3) The face value of each Equity Share is ₹ 10.
- (4) Basic earnings per share (₹) = Restated net profit after tax, as restated attributable to equity shareholders
Weighted average number of Equity Shares outstanding during the year
used for basic earnings per share adjusted for approved bonus issue after
year ended March 31, 2018.
- (5) Diluted earnings per share (₹) = Restated net profit after tax, as restated attributable to equity shareholders
Weighted average number of Equity Shares outstanding during the period/
year used for diluted earnings per share adjusted for approved bonus issue
after year ended March 31, 2018.
- (6) Basic earnings per share and Diluted earnings per share calculations are in accordance with Ind AS 33 - “Earnings per Share”.
- (7) The above statement should be read with Significant Accounting Policies and the Notes to the Restated Financial Statements as appearing in the section entitled “Financial Statements” on page 162.
- (8) Our Company has allotted bonus shares in the ratio of one Equity Share for every three Equity Shares held by the equity shareholders of our Company, which has been approved in the extra- ordinary general meeting of the company held on June 22, 2018.
- (9) The Basic earnings per share and Diluted earnings per share has been adjusted for approved bonus issue after year ended March 31, 2018 as per the requirements of Ind AS 33 - “Earnings per Share”.

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

Particulars	P/E	
	P/E at the Floor Price	P/E at the Cap Price
P/E ratio based on Basic EPS for Fiscal 2018	[●]	[●]
P/E ratio based on Diluted EPS for Fiscal 2018	[●]	[●]

Industry P/E ratio

Particulars	P/E Ratio	Name of the company	Face value of equity shares (₹)
Highest	50.53	Indoco Remedies Limited	2.00
Lowest	21.81	Granules India Limited	1.00
Average	25.00		

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 of the industry peer set disclosed in this section.

3. Weighted Average Return on Net Worth (“RONW”), as adjusted for changes in capital

As per Restated Financial Statements of our Company:

Particulars	RoNW %	Weight
Fiscal 2018	9.01	3
Fiscal 2017	8.64	2
Fiscal 2016	8.61	1
Weighted Average	8.82	

Notes:

- (1) Weighted average RONW = Aggregate of year-wise weighted RONW% divided by the aggregate of weights i.e. (RONW x Weight) for each year/Total of weights.
- (2) Return on Net Worth (%) = Restated profit/ (loss) for the year as restated divided by Restated Net Worth at the end of the year/ period.
- (3) Restated Net Worth for ratios mentioned represents aggregate of equity share capital + other equity

4. Minimum Return on Increased Net Worth after the Offer needed to maintain Pre-Offer EPS for Fiscal 2018:

Particulars	At Floor Price	At Cap Price
<i>To maintain pre-Offer Basic EPS</i>		
On Standalone basis	[●]%	[●]%
<i>To maintain pre-Offer Diluted EPS</i>		
On Standalone basis	[●]%	[●]%

5. Restated Net Asset Value per Equity Share of face value of ₹ 10 each

- (i) Restated Net Asset Value per Equity Share as per the Restated Financial Statements as on March 31, 2018: ₹ 166.94
- (ii) After the Offer:
 - (a) At the Floor Price: ₹ [●]
 - (b) At the Cap Price: ₹ [●]
- (iii) Offer Price: ₹ [●]

Notes:

- (1) Offer Price per Equity Share will be determined on conclusion of the Book Building Process.
- (2) Net Asset Value per Equity Share (₹) = $\frac{\text{Restated Net worth at the end of the period/year, as restated}}{\text{Total number of Equity Shares outstanding at the end of the year adjusted for approved bonus issue after the year ended March 31, 2018}}$
- (3) Net worth has been computed by aggregating equity share capital + other equity as per the restated financial information.
- (4) Our Company has allotted bonus shares in the ratio of one Equity Share for every three Equity Shares held by the equity shareholders of our Company, which has been approved in the extra- ordinary general meeting of the company held on June 22,2018.

(5) The Restated Net Asset Value per Equity Share has been adjusted for approved bonus issue after year ended March 31, 2018

6. Comparison of Accounting Ratios with Listed Industry Peers

Name of Company	Face Value (₹ Per Share)	Closing price on September 10, 2018 (₹)	Total income, for the Fiscal 2018 (in ₹ million)	Diluted EPS (₹)	Net Asset Value (₹ per Share)	P/E	RONW for the Fiscal 2018 (%)
Inventia Healthcare Limited	10.00	NA	3,108.21	15.04	166.94	NA	9.01%

Note: Based on the Restated Financial Information for the year ended March 31, 2018.

Peer Group Information

Name of Company	Face Value (₹ Per Share)	Closing price on September 10, 2018 (₹)	Total revenue, for the Fiscal 2018 (in ₹ million)	Diluted EPS (₹) ⁽¹⁾	NAV ⁽⁴⁾ (₹ per Share)	P/E ⁽²⁾	RONW ⁽³⁾ for the Fiscal 2018 (%)
Caplin Point Laboratories Limited	2.00	524.85	5,525.07	19.16	48.12	27.39	39.75%
Granules India Limited	1.00	119.30	12,026.91	5.47	51.38	21.81	10.17%
Marksans Pharma Limited	1.00	38.30	9,130.47	0.80	11.74	47.88	7.45%
Bliss GVS Pharma Limited	1.00	182.50	8,416.75	5.70	51.99	32.02	16.53%
Themis Medicare Limited	10.00	326.65	2,147.17	12.21	183.99	26.75	6.65%
Indoco Remedies Limited	2.00	225.85	10,499.90	4.47	73.25	50.53	6.10%

Source: All the financial information for listed industry peers mentioned above is on a consolidated basis and is sourced from the audited consolidated financial statements of the respective company for Fiscal 2018, as available on website of stock exchanges.

Notes :

- (1) Diluted EPS refers to the Diluted EPS sourced from the publicly available financial results of the respective company for the year ended March 31, 2018.
- (2) P/E Ratio has been computed based on the closing market price of equity shares on the NSE on September 10, 2018, divided by the Diluted EPS provided under Note 1 above.
- (3) RoNW is computed as net profit for the period divided by closing net worth. Net worth has been computed as sum of equity share capital and other equity.
- (4) NAV is computed as the closing net worth divided by the closing outstanding number of equity shares as of March 31, 2018.

STATEMENT OF TAX BENEFITS

STATEMENT OF POSSIBLE TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS UNDER THE APPLICABLE LAWS IN INDIA

The Board of Directors

Inventia Healthcare Limited
Unit 703 and 704, 7th Floor,
Hubtown Solaris, N S Phadke Marg,
Andheri (East), Mumbai – 400 069

Dear Sirs,

Statement of Possible Tax Benefits available to Inventia Healthcare Limited and its shareholders under the Indian tax laws

1. We hereby confirm that the enclosed Annexure, prepared by Inventia Healthcare Limited ('the Company'), provides the possible tax benefits available to the Company and to the shareholders of the Company under the Income-tax Act, 1961 ('the Act') as amended by the Finance Act 2018, i.e. applicable for the Financial Year 2018-19 relevant to the assessment year 2019-20, presently in force in India. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company and / or its shareholders to derive the tax benefits is dependent upon their fulfilling such conditions which, based on business imperatives the Company faces in the future, the Company or its shareholders may or may not choose to fulfil.
2. The benefits discussed in the enclosed statement are not exhaustive and the preparation of the contents stated is the responsibility of the Company's management. We are informed that this statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the issue.
3. We do not express any opinion or provide any assurance as to whether:
 - i. the Company or its shareholders will continue to obtain these benefits in future;
 - ii. the conditions prescribed for availing the benefits have been / would be met with; and
 - iii. the revenue authorities/courts will concur with the views expressed herein.
4. The contents of the enclosed statement are based on information, explanations and representations obtained from the Company and on the basis of their understanding of the business activities and operations of the Company.

For S R B C & CO LLP

Chartered Accountants
ICAI Firm Registration Number: 324982E/E300003

per Anil Jobanputra

Partner
Membership Number: 110759
Place of Signature: Mumbai
Date: September 14, 2018

STATEMENT OF TAX BENEFITS AVAILABLE TO INVENTIA HEALTHCARE LIMITED (THE “COMPANY”) AND ITS SHAREHOLDERS

The information provided below sets out the possible tax benefits available to the Company and its equity shareholders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of equity shares, under the tax laws currently in force in India. It is not exhaustive or comprehensive and is not intended to be a substitute for professional advice. Investors are advised to consult their own tax consultant with respect to the tax implications of an investment in the equity shares particularly in view of the fact that certain recently enacted legislation may not have a direct legal precedent or may have a different interpretation on the benefits, which an investor can avail.

You should consult your own tax advisors concerning the Indian tax implications and consequences of purchasing, owning and disposing of equity shares in your particular situation as well as in respect of the possible benefits available to the company.

I. UNDER THE INCOME-TAX ACT, 1961 (hereinafter referred to as ‘the Act’)

1. SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY UNDER THE ACT

The following special tax benefits are available to the Company after fulfilling conditions as per the respective provisions of the Act:

1.1. Expenditure on scientific research available as a deduction under normal provisions of the Act:

As per the provisions of section 35(1)(i) of the Act, any revenue expenditure laid out or expended on scientific research related to the business is eligible for 100% deduction.

It also provides for weighted deduction for any donations or payments made to approved universities or colleges or other institutions which are engaged in carrying out such scientific research activities.

Section 35(2) provides for deduction of 100% of capital expenditure expended on scientific research related to business, except for the cost incurred for acquisition of any land.

As per the provisions of section 35(2AB) of the Act, a company engaged in the business of manufacture or production of any article incurs any expenditure on scientific nature (excluding the cost of land and building) on in house research and development facility, would be allowed a deduction of 200% of the expenditure so incurred.

The deduction under section 35(2AB) of the Act is subject to requisite approvals from the Department of Scientific and Industrial Research and on fulfilment of other conditions, including but not restricted to maintenance of books of accounts, etc.

Weighted deduction is restricted to 150% for expenditure incurred from 1 April 2017 to 31 March 2020 (i.e. from PY 2017-18 to PY 2019-20) and 100% from 1 April 2020 (i.e. from previous year 2020-21 onwards).

As per the provision of section 35(2AB), once a deduction is allowed under this provision, the same expenditure is not allowed for deduction under any other section of the Act.

2. Special Tax Benefits available to the Shareholders under the Act. There are no special tax benefits available to the shareholders of the Company.

Notes:

1. The above Statement sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of shares.
2. The above statement covers only certain relevant direct tax law benefits and does not cover any indirect tax law benefits or benefit under any other law.
3. The above statement of possible tax benefits are as per the current direct tax laws relevant for the assessment year 2019-20. Several of these benefits are dependent on the Company or its shareholder fulfilling the conditions prescribed under the relevant tax laws.

4. This statement is intended only to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of tax consequences, each investor is advised to consult his/her own tax advisor with respect to specific tax consequences of his/her investment in the shares of the Company.
5. In respect of non-residents, the tax rates and consequent taxation mentioned above will be further subject to any benefits available under the relevant DTAA, if any, between India and the country in which the non-resident has fiscal domicile.
6. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to changes from time to time. We do not assume responsibility to update the views consequent to such changes.

For Inventia Healthcare Limited

Hemendra Shah
Chief Financial Officer
Place: Mumbai
September 14, 2018

SECTION IV: ABOUT THE COMPANY

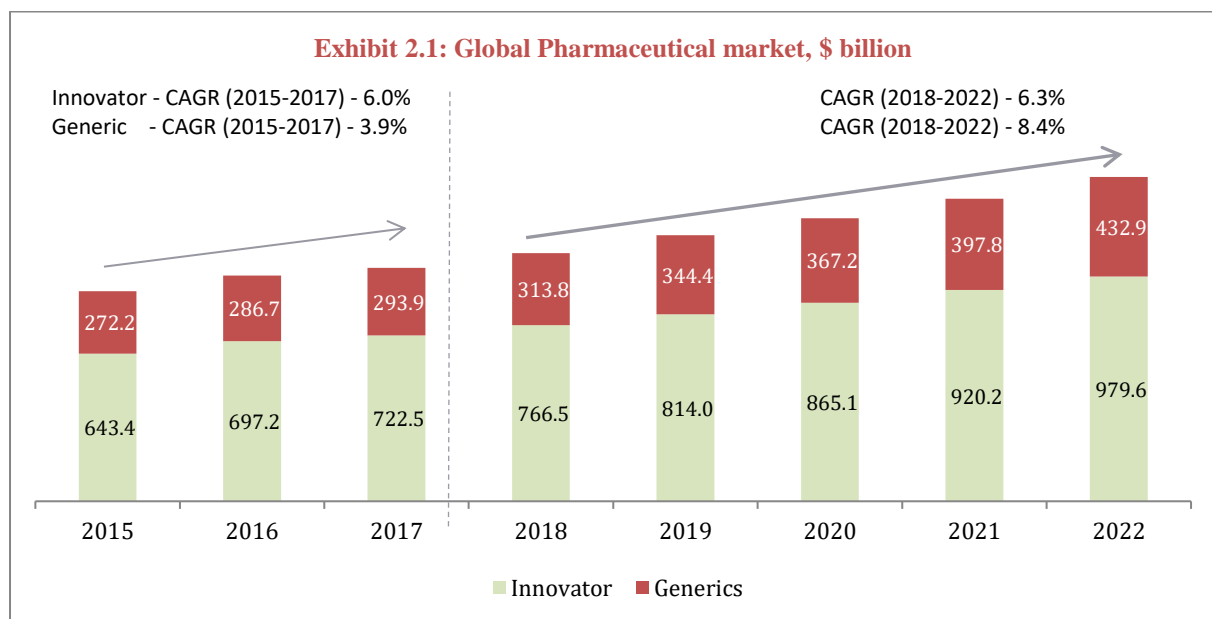
INDUSTRY OVERVIEW

The information in this section has been extracted from a report on the Value Added Generics Pharmaceuticals Market, compiled by Frost and Sullivan (I) Private Limited dated September 17, 2018 (“**F&S Report**”). While we have exercised reasonable care in reproducing such official, industry, market and other data in this document, neither our Company, the BRLMs nor any other person connected with the Offer has independently verified this information and, accordingly, this information should not be relied on as if it had been so verified.

Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured and, accordingly, investment decisions should not be based on such information. All references to years in the section below are to calendar years unless specified otherwise.

Global Pharmaceutical Industry

The global pharmaceutical market was estimated to be around \$1,016.4 billion in 2017 and is expected to grow at a CAGR (2018–2022) of 6.9% annually to reach \$1,412.5 billion by 2022. Growth in the market is majorly attributed to the launch of novel therapies, expansion of existing therapies and other growth attributed drivers. Generics, which is 28.9% of the current market, will increase from \$293.9 billion in 2017 to \$432.9 billion in 2022 at a CAGR of 8.4% during the forecast period.



Source: IMS MIDAS, Frost & Sullivan Analysis

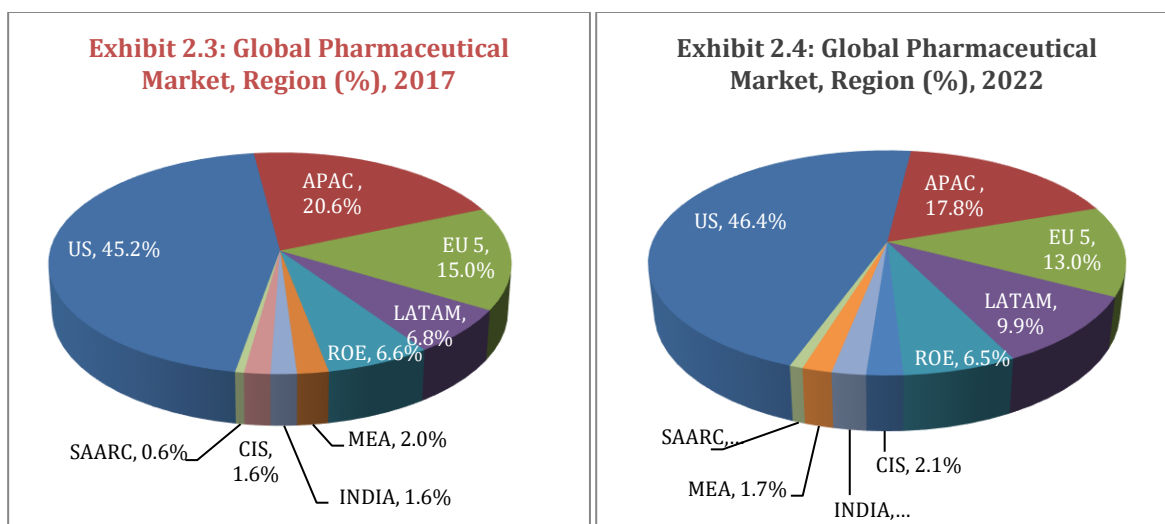
Global Pharmaceutical Market by Region

During the forecast period (2018-2022), USA, with a revenue share of 46.4% by 2022, is expected to show strong CAGR of 7.4% and EU5, APAC and MEA are expected to show moderate growth of 3.7%. ROE at 6.5% is expected to match growth rate of the global market. Regions like LATAM (15.5%), SAARC (13.9%), CIS (12.2%) and India (10.6%) are set to show double digit growth in next five years.

- Exhibit 2.2b: Global Pharmaceutical Market, Region, CAGR (%)

Global Pharmaceutical Market	CAGR (2015-2017)	CAGR (2018-2022)
LATAM	13.8%	15.5%
SAARC	13.0%	13.9%
CIS	8.9%	12.2%
INDIA	7.2%	10.6%
US	6.3%	7.4%
ROE	4.3%	6.5%
EU 5	3.0%	3.7%
APAC	2.9%	3.7%
MEA	0.9%	3.7%
Global Pharmaceutical Market	5.4%	6.9%

Source: IMS MIDAS, Frost & Sullivan Analysis



Source: IMS MIDAS, Frost & Sullivan Analysis

Global Pharmaceutical Market Share of Innovator and Generics

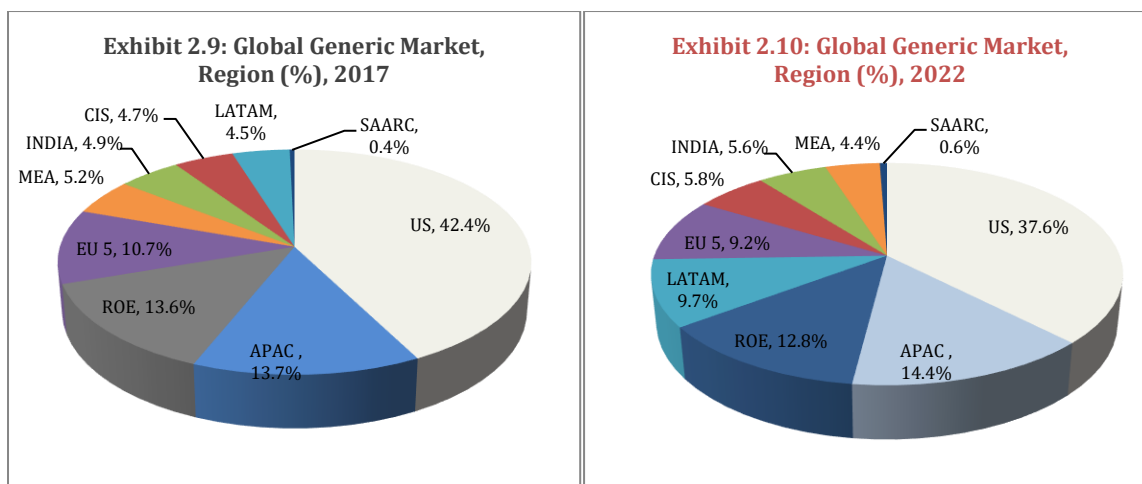
The global generic pharmaceutical market is expected to grow at a higher rate than the innovator market. Global generic pharmaceutical market is expected to grow at a CAGR of 8.4% compared to CAGR of 6.3% of the innovator during the forecast period. By virtue of this growth, generics share in the global pharmaceutical market is expected to increase from 28.9% in 2017 to 30.6% in 2022. The generic share is expected to increase with the adoption of generic policies, promotion of generics by governments and regulatory bodies.

- Market Overview of Global Generics Industry**

The US generic pharmaceuticals market has a share of 42.4%, and is the world’s largest generic pharmaceuticals market. India, LATAM, CIS, ROE, MEA, SAARC, and APAC are most promising in terms of growth and opportunities for generics, and together they constitute 33% of the global generic pharmaceutical market. The generic pharmaceutical market is expected to grow at a CAGR of 8.4% during the forecast period.

- Global Generic Pharmaceutical Market by Region - Market Size by Revenue**

Pharmemerging markets like LATAM, SAARC, CIS and India show double-digit growth in the range of 11-26%, whereas developed markets cannot match the pace and are expected to lie between 4-10%. From 2018 to 2022, APAC is expected to grow at a CAGR of 9.2% followed by US (5.7%) and EU5 (5.0%).



Source: IMS MIDAS, Frost & Sullivan Analysis

• **Exhibit 2.11: Growth in the Global Generic Pharmaceutical Market by Region**

Global Pharmaceutical Market	CAGR (2015-2017)	CAGR (2018-2022)
LATAM	22.0%	26.3%
SAARC	14.5%	18.5%
CIS	9.3%	13.1%
INDIA	7.3%	11.1%
APAC	5.5%	9.2%
ROE	3.3%	6.9%
US	2.1%	5.7%
EU 5	1.5%	5.0%
MEA	1.3%	4.8%
Global Generic Pharmaceutical Market	3.9%	8.4%

Source: IMS MIDAS, Frost & Sullivan Analysis

In the recent times, India has come up as a vital market for consumption as well manufacturing of generics, and is now aiming to export over 34% to the US, 24% to MEA, 20% to APAC and CIS, 16% to Europe and 9% to LATAM every year. Participants in the generics industry are now focusing on premium biological therapies, biosimilars, and specialty segments owing to lower competition and higher commercial benefits. Most generic companies are trying to expand their market presence by increasing consolidation through cooperative alliances, mergers, and acquisitions. The future of generics looks promising, due to mounting cost containment pressures on healthcare organizations, aging population, and several blockbuster drugs going off patent in the next few years.

Key Takeaway: Emerging markets are growing at a faster rate and regulations are also becoming very stringent. Companies with a good regulatory track record are in a unique position to take advantage of this growth and deliver higher value to patients and address unmet needs.

• **Key Trends in the Market**

- (i) **Increase in aging population and growing prevalence of chronic diseases:** The aging baby boomer population (above 65 years) constitutes a large percentage of the total global population. Approximately 80% of adults above 65 years have at least one chronic disorder like diabetes, cardiovascular diseases, or cancer that pressurizes the healthcare system. Growing acceptance of generics worldwide also contributes to growth of generics.
- (ii) **Patent Cliff:** The next five years (2018-2022) is the second major patent cliff where approximately 80 products are going off-patent including blockbuster brands like Herceptin (2019), Gilenya (2019), Lyrica (2019), Revlimid (2022) and Januvia & Janumet (2022), which will contribute to growth of global generic pharmaceutical market.

- (iii) **Evolving regulations:** In emerging markets, regulators are embracing global regulations and governments are also making efforts to get their regulations to abide by the International Conference on Harmonization (ICH) Good Clinical Practices (GCP). Regulatory reforms being introduced at the state and central levels play an important part in dictating the extent of market penetration and growth of generics in respective markets. Established companies with a good regulatory track record stand to benefit from increasing stringencies in these markets.
- (iv) **Shift toward emerging markets:** Healthcare expenditure and sales revenue is expected to shift from developed markets to emerging markets, due to the huge untapped potential in emerging markets. Emerging markets promise higher growth opportunities as compared to the developed markets for the generics due to structured healthcare reforms and increasing awareness and acceptance of generics. In addition, Multinational Companies (MNCs) are focusing on emerging markets eyeing expansion in the form of strategic alliances.
- (v) **Increasing Global Competition Resulting in Price Erosion:** Indian and Chinese generic manufacturers continue to significantly impact the western generic pharmaceuticals market with their low-cost production capabilities, cheap labor, highly skilled workforce, and infrastructure. According to IBEF report, globally, India is the largest supplier of generics medicine; accounting for around 20% of the global generic drug exports (in terms of volume). Core Indian generic participants exporting to the US include Lupin, Sun, Dr.Reddy's, Nicholas Piramal (Abbot), and Wockhardt. Although governments in developed markets consider it a means of controlling healthcare costs and local consumers have a wider choice, domestic generic participants face severe price erosion and low profit margins.
- (vi) **Healthcare expenditures:** Continuously increasing healthcare expenditures have pushed governments and third-party payers to seek ways to control their healthcare expenditures. This is catalyzing an increasing demand for generics versus their branded counterparts.

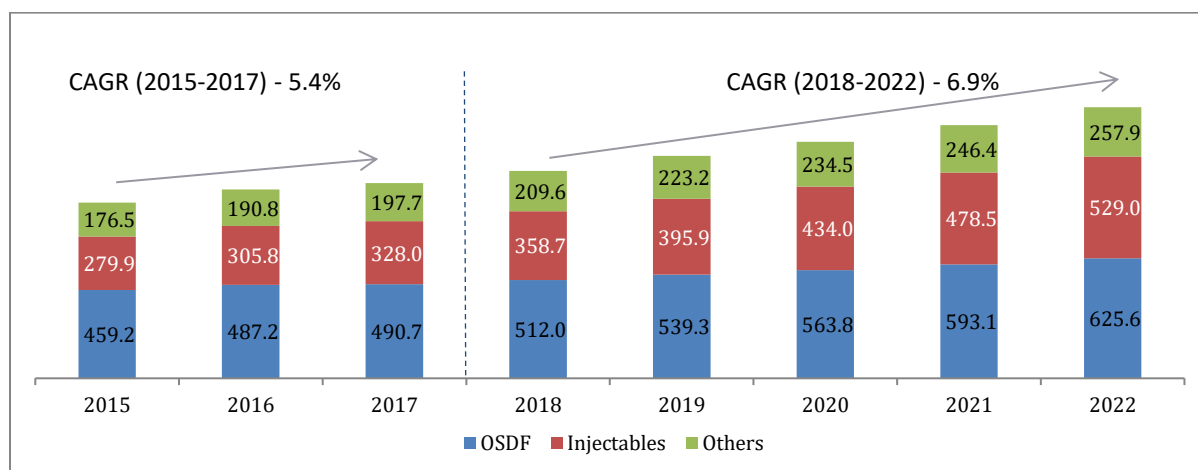
Conclusion

Pharmemerging markets together constitute 20% share in the generic market but they are expected to grow at a double digit numbers ranging from 11-26%. With markets like US and Europe which are saturated with the competitions, emerging markets is the place to capitalize. Countries such as Russia, Brazil, India and China are showing signs of an opportunity for the established companies to drive sustainable growth.

Global OSDF Market Overview

The global pharmaceutical market is estimated to be around \$1,016.4 billion in 2017 and is expected to grow at a CAGR (2018–2022) of 6.9% to reach \$1,412.5 billion by 2022. Of the total market, oral solid dosage formulation (OSDF) accounts for 48%, injectable constitutes 32% and rest 20% are other formulations.

- **Exhibit 3.1: Global Pharmaceutical Market, Formulation Type, Revenue (\$ Billion)**



Source: IMS MIDAS, Frost & Sullivan Analysis

Oral solid dosage formulation (OSDF) is the most commonly used product form currently as it is cost-effective and easy to manufacture. From 2015 to 2017, the global OSDF market CAGR was 3.4% with \$490.7 billion in 2017. Future of OSDF market looks promising as it is expected to grow at a CAGR of 5.1% during the forecast period to reach \$625.6 billion in 2022.

Global OSDF Market by Region – Market Size and Revenue

During the forecast period, pharmemerging regions show a growth in the range of 7-15% in the OSDF market, whereas focus for developed regions is expected to change completely from regular OSDF to Value Added OSDF, targeted therapies, specialty medicines and biologics. In terms of revenue share, US is the market leader in the OSDF market followed by APAC and EU5. Although Pharmemerging markets have share of 22%, they have outpaced developed markets in terms of growth at regional level. By 2022, pharmemerging markets are expected to show strong growth and have ~30% share.

Major countries like US and EU5 show moderate growth of 3.3% and 2.2%, respectively. LATAM region growth is expected to be high in future with the rate of 15.1% whereas fragmented markets like SAARC, CIS and India display growth of 15.7%, 14% and 10.7%, respectively. Regions like ROE, MEA and APAC also expected to show growth in the range of 3-6%.

Growth in the OSDF market is because of its product form as it is most commonly used to treat various disease conditions. OSDF is most promising and cost-effective dosage form compared to other formulations from both manufacturing and patient point of view.

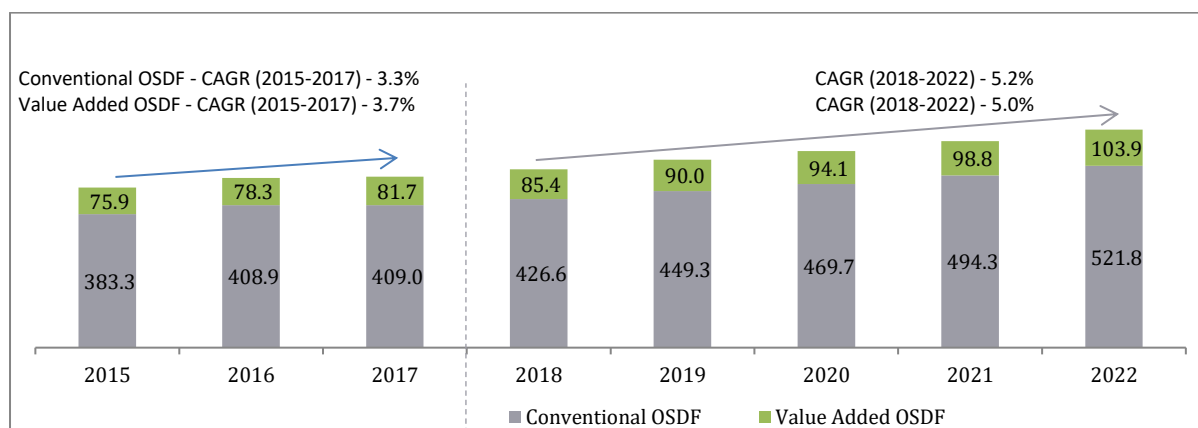
Global OSDF Market by Release Mechanism – Market Size and Revenue

On the basis of drug release mechanism, OSDF can be classified as Conventional OSDF (Immediate Release (IR) and Value Added OSDF (Non-Immediate Release (Non-IR). Immediate Release OSDF and Non-Immediate Release OSDF both require special technology to manufacture however the complexity level changes. Non-Immediate release (Non-IR) includes extended release, sustained release, controlled release OSDF and these are the Value Added OSDFs in the global OSDF market. In the global OSDF market, conventional (IR) is estimated to be 83% and Value Added (Non-IR) as 17%.

Value Added generics are generally difficult to develop and may require special know-how from the development and manufacturing perspective compared to conventional generic products. The challenges associated with these Value Added generics may restrict the number of players entering the market. Value Added generics provide relevant improvements to patients in terms of better efficacy and safety profile; better way of administration and ease of use; better adherence and improved quality of life.

Global Value Added OSDF market was estimated at \$81.7 billion in 2017 and is expected to grow at a CAGR of 5.0% between 2018 and 2022 to reach \$103.9 billion by 2022.

• **Exhibit 3.7: Global OSDF Market, by Release Mechanism, \$ billion**



Source: IMS MIDAS, Frost & Sullivan Analysis

Value Added (Non-IR) OSDF market is expected to show a growth of 5% during the forecast period. Emerging regions like SAARC, India, CIS and LATAM are expected to grow strongly at a rate of 16.7%, 12.9%, 11.9% and 10.6%, respectively. US is expected to match the pace with the Value Added OSDF market and grow at a CAGR of 4.8% for the next five years. APAC, MEA, ROE and EU5 expected to show growth of 5.8%, 3.1%, 2.3% and -1.5%, respectively between 2018 and 2022. Value Added OSDF presents an opportunity for the companies with good regulatory record and manufacturing capabilities to enter in this segment.

The global Value Added OSDF market is dominated by innovator with 67% and generics with 33% in 2017.

Global Value Added OSDF Generic Market by Region – Market Size and Revenue

Global Value Added OSDF generic market is expected to grow at a CAGR of 6.2% from 2018 to 2022. By virtue of this growth, global Value Added OSDF generic market is expected to reach \$36.6 billion by 2022 from \$27.3 billion in 2017. The generic market has developed a lot of interest and witnessed transformation over the last few years for specialty medicines and Value Added generics.

- **Exhibit 3.14: Global Conventional and Value Added OSDF Generic Market, Region-wise CAGR (%)**

	Conventional	Value Added	Conventional	Value Added
LATAM	22.5%	26.3%	21.8%	20.0%
SAARC	16.7%	17.5%	17.5%	18.3%
INDIA	6.6%	10.6%	9.9%	13.5%
CIS	10.0%	9.1%	13.1%	12.2%
APAC	6.4%	8.7%	6.6%	8.8%
US	1.8%	3.9%	2.9%	4.8%
ROE	2.2%	2.1%	4.0%	3.4%
MEA	1.7%	0.6%	4.2%	3.4%
EU 5	-0.1%	-2.5%	0.4%	-2.4%

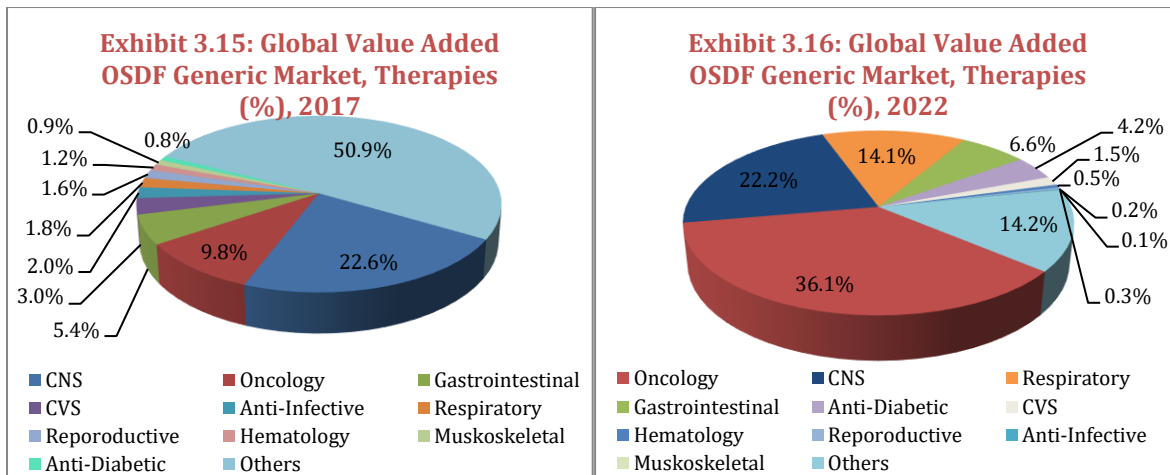
Source: IMS MIDAS, Frost & Sullivan Analysis

The global Value Added OSDF generic market is expected to display strong growth in future. The market is expected to grow at a CAGR of 6.2% during the forecast period compared to growth of 4.4% in the last three years. From 2018 to 2022, LATAM CAGR is expected to be 20% with regions like SAARC, India and CIS are expected to grow at a high rate of 18.3%, 13.5% and 12.2%, respectively. APAC, ROE, MEA and EU5 are expected to show a CAGR of 8.8%, 3.4%, 3.4% and -2.4%, respectively between 2018 to 2022. So, developed markets show a slow growth compare to markets like LATAM, India, CIS and SAARC where the growth is in double digits.

US with 47% share remains the leader followed by ROE (13.4%) and APAC (11.7%). EU5 with 10.2% in the Value Added OSDF generic market is estimated to be at fourth position with India (7%) at fifth. In terms of growth, the future looks promising for emerging regions, whereas the developed regions would still continue at their historic growth trend.

Global Value Added OSDF Generic Market by Therapy

Oncology is expected to grow strongly in future from 2018 to 2022 at a CAGR of 37.7%. Respiratory, Gastrointestinal and Anti-diabetic are also expected to grow very strongly in future in the Value Added OSDF generic market at a CAGR of 60.6% and 46% respectively but they would have a share of 14.1% and 4.2%.



Source: IMS MIDAS, Frost & Sullivan Analysis

Conclusion

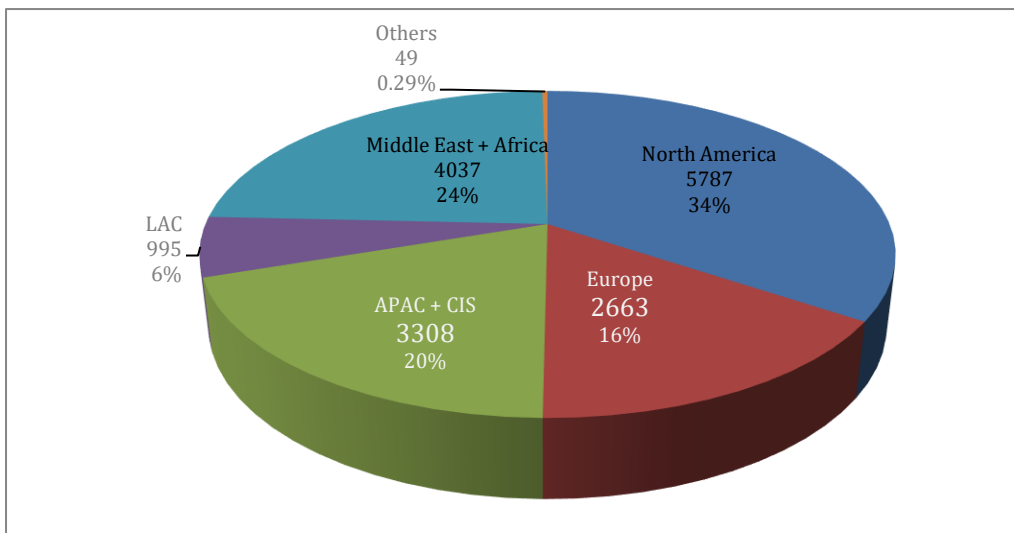
Emerging market is expected to have a double digit growth for the emerging regions (12-20%) in the Value Added (Non-IR) OSDFgenerics marketcompare to 3-10% in the developed regions. Factors such as established regulatory process, manufacturing robustness, R&D setups are key for successasthese pose a challenge and restricts the number of players especially smaller manufacturers to enter into the market.

Market size split of Formulations Export from India

India is the largest supplier to the US pharmaceutical market due to rising demand for high quality generic drugs. Apart from US, markets like Brazil, Mexico, Russia, South Africa and Southeast Asia are emerging as the main export markets for generic drugs

Formulation export market is expected to grow at a steady CAGR of 6.5%. The formulation export market was the major contributor to total Indian Pharma export market between 2015-2017 fiscal years and will continue to do so steadily contributing to more than 75% of the market. A high demand for generic and complex generic drugs and the success of Indian Pharma companies in emerging markets with branded generics and branded products will fuel this growth trend.

• **Exhibit 5.5: India’s Exports by Region in 2016-17**



Source: Pharmexcil, Annual Report 2017; Frost & Sullivan Analysis

The US is the largest consumer of Indian Pharma export goods with over 33% contribution to total Indian Pharma export market. The country registered a growth of 1.2%. Countries like Belgium, Nepal, Myanmar, Japan, and Bangladesh have shown double digit growth from FY16 to FY17.

Government support/policies for the Formulations Industry

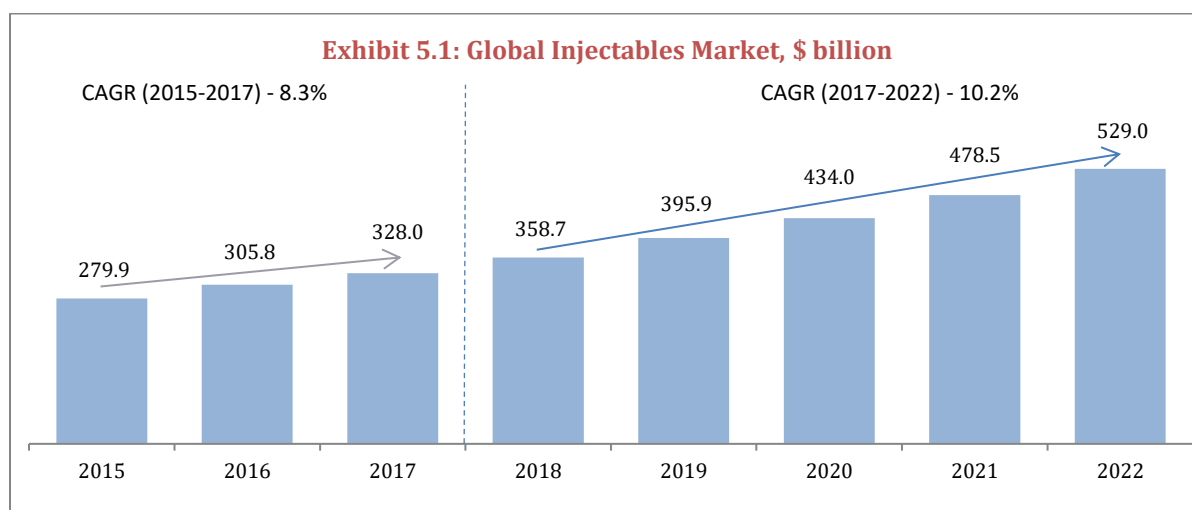
The Government of India lays emphasis and promotes local production of pharmaceutical products and has thus established “Pharma Vision 2020” to make India a global leader in end-to-end drug manufacture. For this the Govt. has taken up initiatives to reduce approval time for setting new manufacturing units and attract investment.

Overview of Global Injectable Market

Injectable is a specialized and niche area within the pharmaceutical industry due to the high complexity involved during development and manufacturing. Sterile injectable products have a major role in treating diseases which include anaesthesia, critical care, anti-infective, renal care, infusion therapy, enteral & parenteral nutrition and oncology. As life sciences firms have increasingly shifted their focus to therapeutic segments like Oncology, biologics have become a larger component of the pharmaceutical industry’s development pipeline. Further, novel drug delivery systems that provide targeted therapies are gaining prominence. These two factors, among others, have led to a rapid growth in the Injectable technologies and formulations’ market.

Global Injectables Market size by revenue

The global injectables market is estimated to be worth \$328.0 billion in 2017 and is expected to grow at a CAGR of 10.2% between 2018 to 2022 to reach \$529.0 billion by 2022. Injectables constitute 32% of the global market and are expected to grow faster than the overall market at a CAGR of 10.2%. Growth in the market is primarily due to increase in prevalence of chronic disease, adoption of biosimilar products, and increase in R&D activities. Additionally, development of PFS which increases convenient and ease of use; and growing number of partnerships are also driving the market.



Source: IMS MIDAS, Frost & Sullivan Analysis

By regions market is divided into US, EU5, ROE, LATAM, APAC, MEA, India, SAARC and CIS. US accounted for the largest share of 47% in 2017 followed by APAC (25%) and Europe (24%). Emerging markets like MEA, India, CIS, and LATAM constitutes only 5% of the global injectables market and growing faster compared to the developed markets.

- **Exhibit 5.3: Global Injectables Market, Region, CAGR (%)**

Global Injectables Market	CAGR (2015- 2017)	CAGR (2018 – 2022)
LATAM	21.6%	23.4%
US	12.6%	13.8%
SAARC	8.4%	9.3%
CIS	5.8%	8.9%
ROE	6.6%	8.9%
EU5	6.6%	7.3%

INDIA	5.2%	8.5%
APAC	2.7%	3.6%
MEA	-0.2%	2.6%
Global Injectables Market	8.3%	10.2%

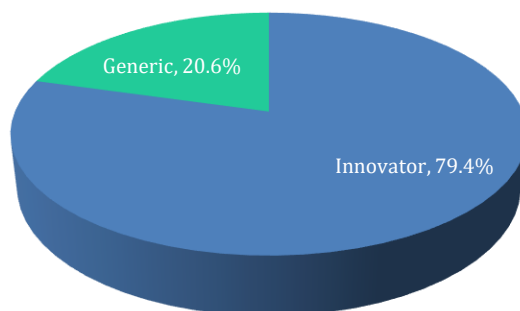
Source: IMS MIDAS, Frost & Sullivan Analysis

Global Injectables Market by Innovator and Generics

Both innovator and generics are expected to show a strong growth in the injectables market. During the forecast period, innovator is expected to grow at a CAGR of 10.6% compare to the generics CAGR of 8.8%.

Generic is 20.6% of the global injectables market and it is estimated to be worth \$67.6 billion in 2017. Generic injectables market is growing faster than the overall pharmaceutical market at a CAGR 7.1% in 2017. It is expected that the market share for injectables will grow in the future, and it will have an overall share of 37% in the global pharmaceutical market. Driven by patent expiry of key injectables along with price erosion, especially after the product goes off patent, the generic injectables have been a source of respite to earn significant revenue for many generic companies.

Exhibit 5.5: Global Injectables market, Product Type Split (%), 2017

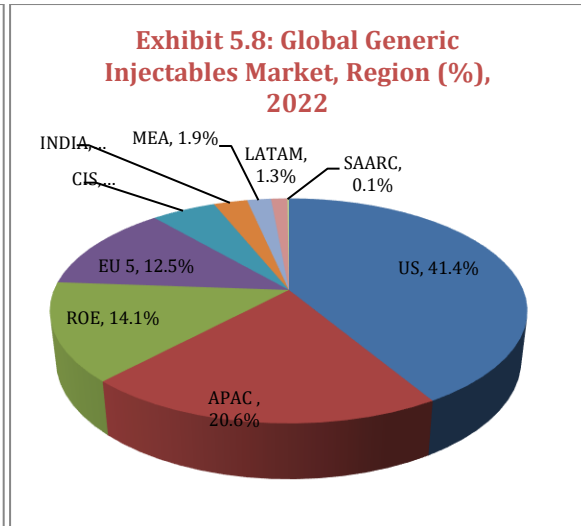
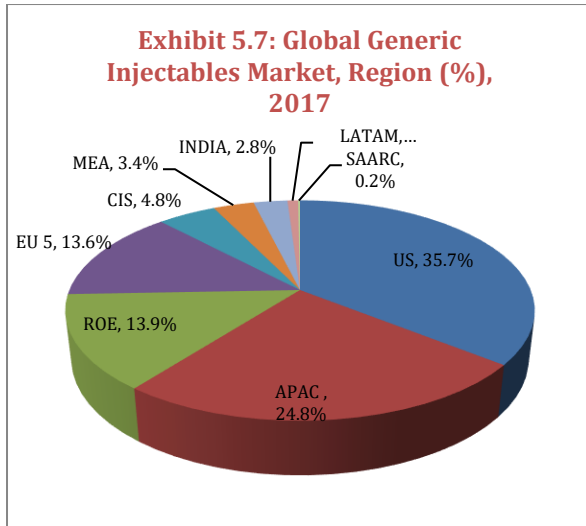


Source: IMS MIDAS, Frost & Sullivan Analysis

Global Generic Injectable Market –Market Size and Revenue

Global generic injectables market is estimated to be worth \$67.6 billion in 2017 at a CAGR 7.1% from 2015 to 2022 and it is expected to grow at a CAGR of 8.8% from 2018 to 2022 to reach \$102.4 billion by 2022. During the forecast period, patents for most of the injectables will expire and generic companies are more focusing now on innovations and productivity in this market. According to Barron's, a leading publication, in 2015, the demand for generic injectables in the treatment of cancer has increased by 20%, but the supply for the same has not yet increased and it poses a big opportunity for market growth in near future. According to USFDA, there is a high fraction of drug shortages (sterile injectables) in the US from 2014 to 2017 (68% to 74%) and this would increase the demand for injectables in future.

In the generic injectables market the overall growth is expected to be 8.8% from 2018 to 2022 with US expected to grow at a CAGR of 11.9% outpacing the overall global injectables market. Between 2018 to 2022, LATAM is expected to grow strongly with the rate of 17.9% followed by CIS (10.6%), ROE (9.2%), India (8.3%), EU5 (6.9%), SAARC and APAC (5.0%). MEA is expected to show a negative growth of -2.6%.



Source: IMS MIDAS, Frost & Sullivan Analysis

US is the leading force in the market's development with share of 35.7% followed by whole Europe (27.5%) and APAC (24.8%). In Europe, interestingly, EU5 and ROE hold equal share and other regions like CIS, India, MEA, LATAM and SAARC together hold 12% in the generic injectables market

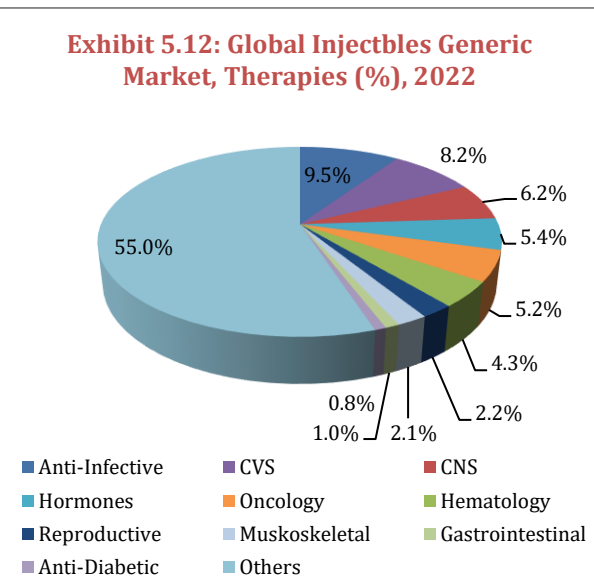
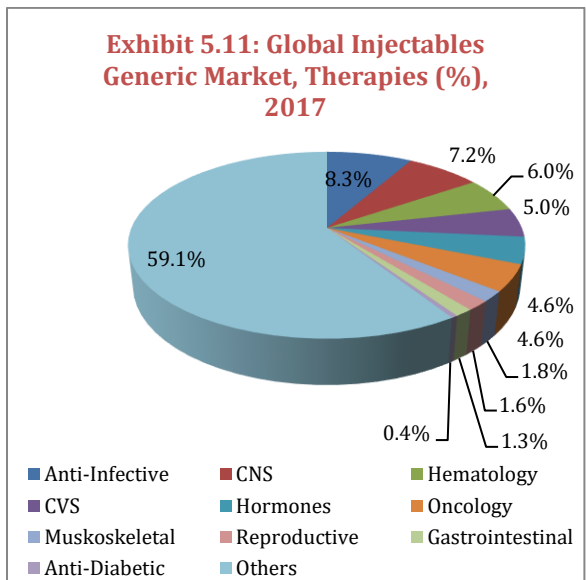
Exhibit 5.9: Global Generic Injectables Market, Region-wise CAGR and Shares (%)

Region	CAGR (%)	Share (%)	CAGR (%)	Share (%)
LATAM	17.1%	0.9%	17.9%	1.3%
US	10.9%	35.7%	11.9%	41.4%
CIS	7.8%	4.8%	10.6%	5.2%
ROE	7.0%	13.9%	9.2%	14.1%
EU 5	6.2%	13.6%	6.9%	12.5%
INDIA	5.1%	2.8%	8.3%	2.7%
SAARC	4.8%	0.2%	5.0%	0.1%
APAC	4.0%	24.8%	4.8%	20.6%
MEA	-3.7%	3.4%	-2.6%	1.9%
Injectables - Generic Market	7.0%	100%	8.8%	100%

Source: IMS MIDAS, Frost & Sullivan Analysis

Global Generic Injectable Market by Therapy

The major therapeutic segments of the injectables generic markets are Anti-infective, CNS and Haematology. By 2022, along with Anti-infective and CNS; CVS, Oncology and hormonal therapies are expected to position themselves in the major therapies list.



Source: IMS MIDAS, Frost & Sullivan Analysis

Generic companies are trying to expand their market presence by increasing consolidation through cooperative alliances, mergers, and acquisitions. There is a dearth of manufacturing sites in the US and many units are closing down resulting into drug shortages. Market demand and supply equation needs to be maintained with proper supply of sterile injectables. Although there are restraints, the future of injectable generics looks very promising, due to increase in chronic diseases, aging population, mounting cost containment pressures on healthcare organizations in the next few years.

Key Drivers in the Global Injectables Market

- **Rising prevalence of chronic diseases and changing demographic mix:** Population above 65 years constitutes a large percentage of the total global population. This group (baby boomers) has at least one chronic disorder such as cardiovascular diseases, diabetes, cancer and other chronic conditions which pressurize the healthcare system to look out for cost-effective options in the form of generic drugs. The prevalence of chronic diseases has drastically increased in the last few years leading to shift of focus from regular forms to injectables with drug delivery technologies and system to handle the increasing patient pool effectively.
- **Demand for self-injection devices have increased:** Self-injection devices help in eliminating the confusion regarding dosage volumes and wastage of medicines. Autoinjectors and PFS are the two main types of self injection devices. Pre filled syringes market is expected to increase the future due to ease of administration, dose accuracy, low contamination, and with multichambered syringes it reduces the chances of drug interactions. Individuals suffering from chronic conditions such as diabetes prefer self administration of drug such as Insulin and this preferential choice of patients is expected to drive the growth in the market.
- **Demand for Biosimilars:** Demand for the biosimilars have increased drastically in the emerging markets. Many countries are introducing biosimilars in their local markets. This rapid market development can be attributed to the low requirements of intellectual property protection, which has enabled the quick launch of the products. With the availability of more affordable versions of the EPO, G-CSF, HGH, Insulins, Interferons and Mabs, the demand for biosimilars has increased considerably in various pharmemerging regions.
- **Cost rationalization giving impetus to generic injectables:** As the pharmaceutical industry has grown, governments around the world have become more conscious of associated costs. In many countries, pharmaceutical cost controls set by government reimbursement agencies have affected the direction and profitability of the pharmaceutical industry. Manufacturing of generic injectables are now supported by governments of various countries which has helped in reducing the healthcare costs. This has given momentum to the market growth.
- **Growing Sterile CMO/CDMO market:** Specialized technologies and dedicated capacities are required for sterile injectable which leads to high outsourcing of these products; Liposomes, PEGylation, Depot Injections will see a spurt in the growth, especially in therapeutic segments that require efficient targeting of drugs. Acceptance of Pre-Filled syringes' is driving the growth of injectables market and in turn leading to increase in demand of CMO/CDMOs that has these capabilities. As the emerging market is growing, local companies lacking robust manufacturing capabilities would look for competent CMO/CDMOs that can handle high potent drugs effectively and efficiently. Few big CMO/CDMOs in the market are Pfizer CentreOne, Baxter International, Inc., Akorn Inc. and Piramal Pharma Solutions (after acquiring Coldstream Laboratories in 2015).
- **Growing clinical supplies market for injectables:** There were 194 therapeutic injectable NDA/BLA approvals in the 2012–2017 period, an average of 33 per year. That was a 43% increase over the average of 23 per year in the previous five-year period. The number of approvals ranged from a low of 13 in 2013 to 47 in 2017. Injectable drugs' share of all therapeutic NDA/BLA approvals has increased in recent years i.e 38% share of NDA/BLA approvals during 2014-17 from 28% share in the 2006-2011 period. So, as the number of drug approvals are largely injectables, the demand for injectables would continue to grow in the future. Companies to carryout clinical trials requires smaller batches of production and they look for smaller CDMOs for clinical supplies. So, this would generate the demand for CDMOs who have the ability to manufacture clinical supplies and present in this space.

- M&A:** Mergers & Acquisition activities have resulted with single supply sources and capacity constraints. Consolidations of captive/in-house manufacturing capacities have resulted in the closure of many sterile manufacturing sites, which, in turn has led to product shortages. In the US, there has been a high percentage of drug shortages for the sterile injectables in the US from 2014 to 2017 (68% to 74%). Majority of the Global drug shortages can be attributed to Sterile Injectables. Consolidation through acquisition and partnerships are emerging as prominent trends in the global generic injectable market. Companies have extended their offerings in generic injectables; instances such as the acquisition of JHP group holdings, Inc. by Par Pharmaceutical in Feb, 2014. Another instance is the acquisition of Hospira from Pfizer Inc. in 2015 and Hyderabad based Gland Pharma Limited by Fosun Pharmaceutical in 2017. There is a huge demand for injectables globally.

Conclusion

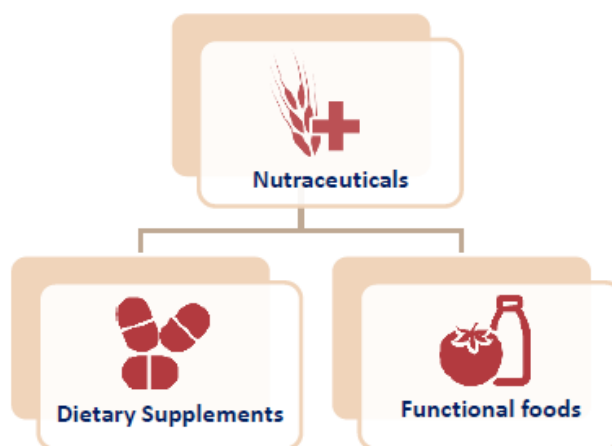
Due to high complexity involved during development and manufacturing, Injectable places itself in the specialized and niche area within the pharmaceutical industry. An increase in drug shortages along with loss of patents in next five years especially in the US and growing demand for clinical supplies market are other driving force for the generic injectables market. Though the drug shortage issue has been mitigated by FDA to some extent, but growing demand for clinical supplies presents an opportunity for the CDMOs who have the ability to manufacture clinical supplies. Consolidation of supply chain by large pharma companies are leading to shut down of their existing manufacturing sites. Due to intensity of risk and investment requirements, relatively a smaller number of players are present in the sterile injectable market that caters to the increasing demand of sterile dosage form so, there is dearth of sterile manufacturing facility due to rapidly increasing demand.

Overview of global Nutraceuticals market

Introduction

Nutraceuticals are products that provide health, wellness and medicinal benefits, in addition to the basic nutritional value found in foodstuff. Primarily used in functional foods and dietary supplements, nutraceutical ingredients are natural bioactive, chemical compounds that have health promoting, disease preventing or medicinal properties.

Nutraceuticals include dietary supplements and functional foods & beverages.



Dietary supplements

These are products intended for ingestion that contain a dietary ingredient that adds further nutritional and/or health value to the diet. A dietary ingredient may be a single substance or any combination of vitamins, minerals, herbal extracts, amino acids, or other substances that supplement the daily diet.

Functional foods

These are processed foods with functional ingredients, such as sterols, probiotics, and prebiotics etc., which offer physiological benefits apart from being nutritious.

Growth of the Nutraceutical Market

The industry grew at a rate of 14-15% between 2002-2010; however, post 2010 growth of the industry tapered down significantly which was partly attributed to the after effects of recession and partly due to the increasing commoditization in the industry.

The industry is expected to exhibit an annual average growth of 7.5-8.5% till 2022 mainly driven by growth from India, China, Southeast Asia and Brazil.

Need for Nutraceuticals

Increased life expectancy, globally, has led to an increase in the incidence of lifestyle (age related) diseases such as diabetes, high blood pressure and cholesterol, obesity etc. As a result, there has been a significant increase in the deaths due to lifestyle diseases worldwide. Consumers worldwide are looking to follow healthy lifestyles to obtain optimum nutrition to keep these diseases at bay, leading to an increase in nutraceutical consumption by health conscious consumers.

India and other developing countries have a relatively lower life expectancy and one of the highest mortality rates for non-communicable, age related diseases which serve as a market for Nutraceutical products. This trend can be witnessed across almost all developing countries.

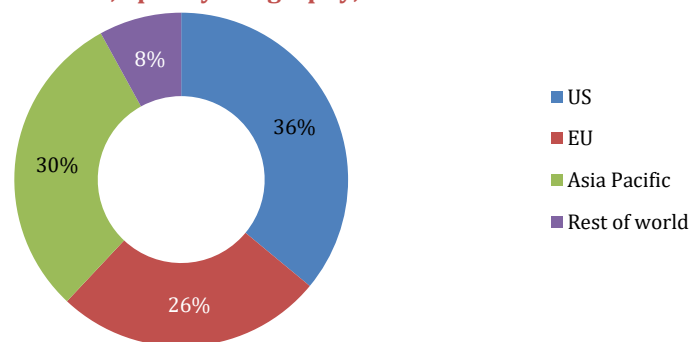
Global Nutraceuticals: Global Hotspots and Emerging Geographies

Globally, the US and Japan are the most developed markets for nutraceuticals, due to the consumer acceptability achieved in these regions. India, China and Brazil are developing nations which show huge potential for the nutraceuticals market.

Market Overview

The global nutraceuticals market was US\$287 billion in 2017, with dietary supplements contributing \$133 billion to the market and rest by functional foods.

Exhibit 6.1: Global Nutraceutical Market, Split by Geography, 2017



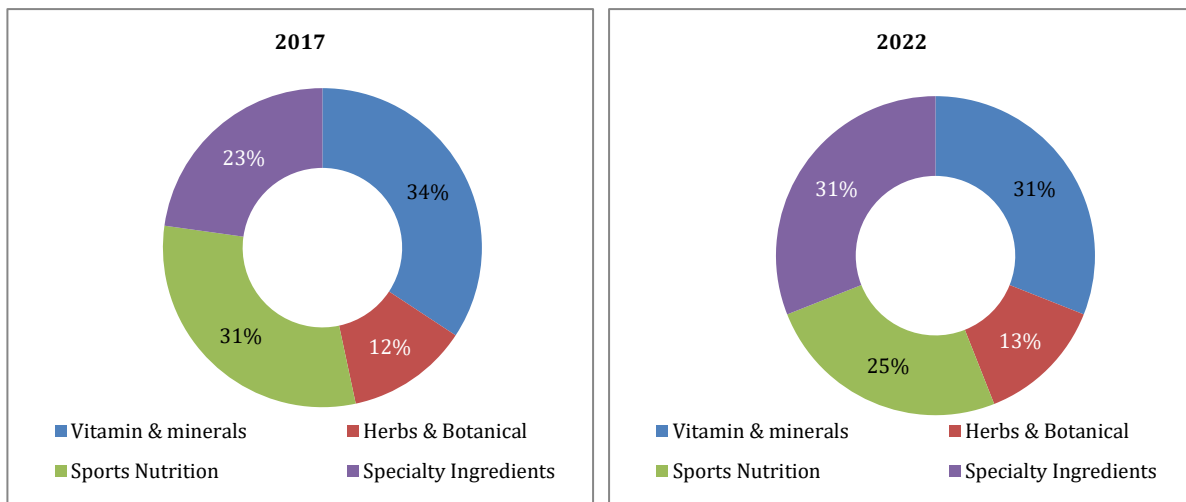
Source: Frost & Sullivan Analysis

The global nutraceuticals market is expected to reach \$395 billion in 2022 from \$287 billion in 2017 at a CAGR of 6.6%. The global market will be driven by rising demand in Asia Pacific countries such as China, Japan, and India. Asia Pacific is predicted to grow by over 8% CAGR. The nutraceuticals industry is 25% of the value of the pharmaceutical industry and under 5% of the value of the foods industry. Disposable income, an aging population, increasing consumer awareness, more chronic diseases, self-directed consumers, and accessibility to purchase are the key drivers for dietary supplements.

Nutraceutical Market – the US

The US nutraceutical market is the largest nutraceutical market in the world with more than 30% market share by revenue of global Nutraceutical market. The US, as it becomes more and more concerned with living a healthy lifestyle and faces increasing health care costs, will increasingly seek out avenues to address wellness. In the recent past, nutraceutical products have most strongly been consumed by the elderly population. The opportunity for growth in the US now lies with younger generations, segmenting to appeal to the many different need perception of healthy living.

- **Exhibit 6.3: Dietary Supplements Product share shift, US , 2017-2022**



Source: Frost & Sullivan Analysis

Phytonutrients Market, US , 2017-2022

In 2017, the Americas region contributes 34.9% of total phytonutrient market. Beta carotene and other carotenoids ingredient types contributed to 34.1% of the revenue in 2017, followed by flavonoids, tocopherols, polyphenols, phytosterols, tocotrienols, and other phytonutrients.

Fuel to Growth:

- **Consumer Awareness:** Increasing demand for dietary supplements is observed, as consumers in the US and South America are becoming more health conscious to prevent lifestyle diseases.
- **Obesity:** As of 2017, statistics by the State of Obesity organization illustrate that at least 11 states in the US comprised 8%–12% of adults with diabetes. This rate has nearly doubled in the past two decades. In addition, the Center for Disease Control and Prevention (CDC) in the US projects that 1 in 3 adults could have diabetes by 2050.
- **Increasing Incidence of Heart Diseases:** About 630,000 Americans die due to heart diseases every year in the US as estimated by CDC; moreover, heart diseases cost approximately \$200 billion every year which includes Medicare and health care services. This has resulted in awareness among the population to focus on a healthy lifestyle.

Nutraceutical Market – EUROPE

Europe represents the 2nd largest market for nutraceuticals products in the world and is witnessing heavy fortification, with a focus on innovation and new products development as well as safety. France and Germany account for nearly half the EU market (44%). Germany, Netherlands, France and Sweden have emerged as the key nutraceutical innovation hubs of Europe, whereas Spain and Great Britain act as significant test markets for new innovative nutraceutical products

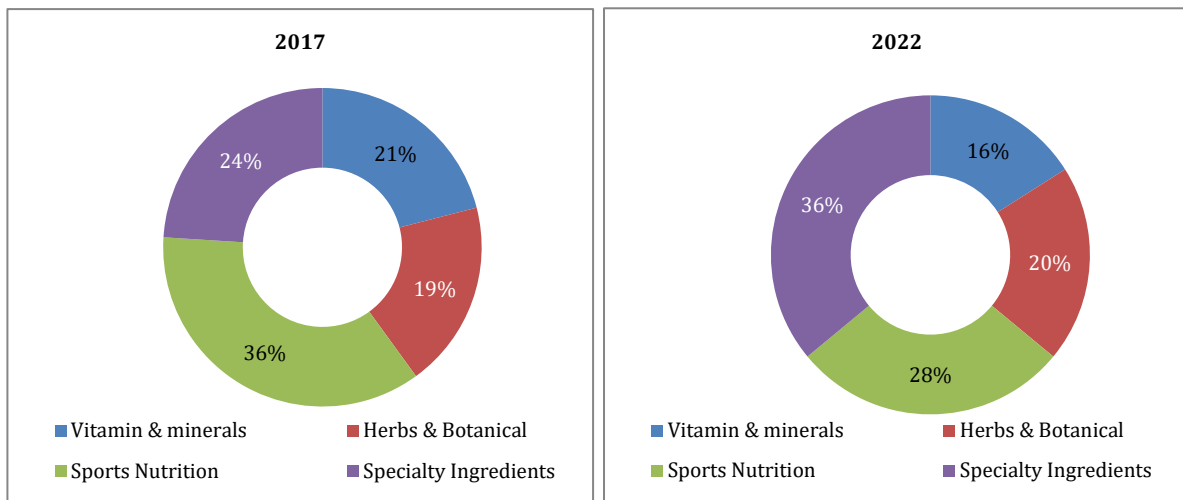
Nutraceutical Market, Split by Product Share, Europe, 2017

Dietary Supplements constitute 36% of total Nutraceutical market while Functional food and beverages constitute the remaining 64%.

Dietary Supplements Market, Europe, 2017-2022

The dietary supplements market in Europe is expected to grow at a CAGR of 8.3% over 2017-2022.

- **Exhibit 6.5: Dietary Supplements Product share shift, Europe, 2017-2022**



Source: Frost & Sullivan Analysis

Phytonutrients Market, Europe, 2017-2022

Ingredient manufacturers in the European market are striving to meet stringent regulations to cater to consumer demand and are making advancements in technology, which, in turn, will drive the phytonutrient ingredient market growth. Among the end-application segments, the revenue of the dietary supplements market is expected to grow at a higher CAGR of 8.3% till 2022, followed by other segments.

Fuel to Growth:

- **Importance to gut health is a key driver in Europe.** The quest among consumers for products offering digestive health benefits will drive the functional food and dietary supplements market in Europe. Studies have shown that polyphenols can be converted into bioactive compounds by colonic microbiota. These compounds positively affect the intestinal ecology and influence host health.
- **Polyphenols Growth:** Strong health claims and studies as mentioned above have stimulated manufacturers to add polyphenols to their food products, which in turn is anticipated to increase the consumption of polyphenols in the coming years.
- **Phytosterols—A Driver:** The benefits of adding phytosterols to dietary supplements and functional food are many and such addition is estimated to reduce overall health care costs. A Frost & Sullivan analysis in 2017, commissioned by Food Supplements Europe has calculated that patients with a risk of hypercholesterolemia when given appropriate supplements rich in phytosterols could save healthcare providers €26 billion in a period of 4 years. This is expected to increase the consumption of phytosterols, thereby aiding growth of the phytonutrient ingredients market.

Nutraceutical Market – ASIA-PACIFIC

Total market for nutraceuticals in Asia-Pacific region is exponentially growing. In China and Japan it is currently a strong market trying to incorporate traditional herbal ingredients (most often Ayurvedic, traditional Chinese medicine (TCM) and AMPO for Japan) into the nutraceutical portfolio.

The nutraceuticals industry in India is one of the rapid growing markets in the Asia-Pacific region. The Indian nutraceutical market is expected to reach about \$7.7 billion by 2022 from the current level of \$3.6 billion in 2017, growing at compounded annual growth rate (CAGR) of 17 per cent. The factors driving growth of this market include rising awareness about health and fitness, aging population and changing lifestyle. The urban penetration is more as demand for protein supplements is increasing among the urban youth due to rising desire toward maintaining fitness and building a strong physique.

In India, mainly the FMCG and pharmaceuticals sectors dominate the nutraceuticals market. The Indian nutraceuticals market is divided into functional food and beverages (60 per cent) and dietary supplements (40 per cent).

Nutraceutical Market, Split by Product Share, Asia –Pacific , 2017

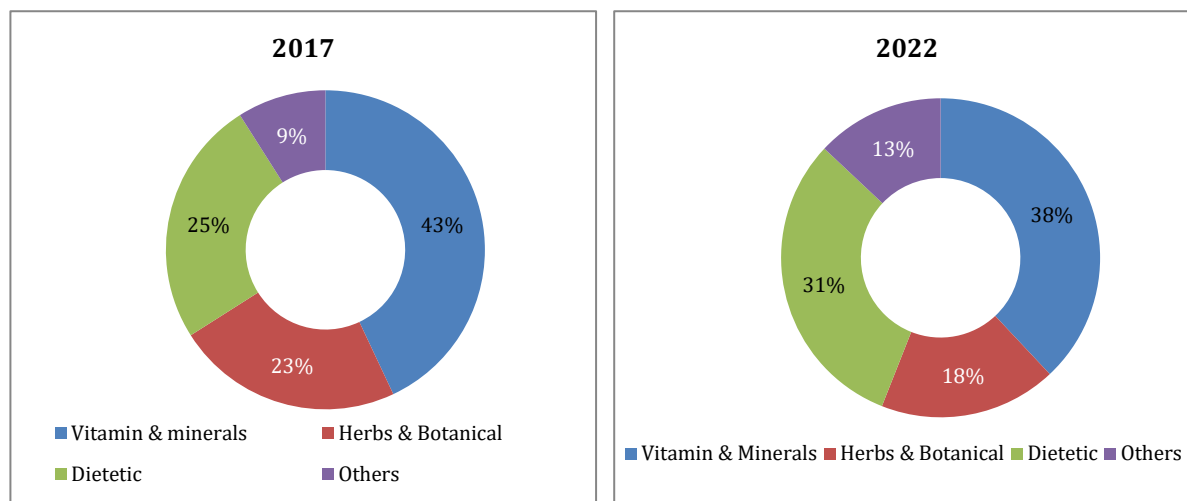
Total Nutraceutical market of Asia Pacific region is estimated to be \$86.1 billion in 2017 and expected to reach \$126.5 billion by 2022 at a CAGR of ~8%.

Indian Nutraceutical Market – Moving to the market’s next generation

In India, functional foods are expected to see increased consumption over the next five years resulting in functional foods and beverages garnering greater product share in the market as opposed to dietary supplements.

Functional food and beverages are expected to witness much higher growth rates when compared to dietary supplements over the next five years.

• **Exhibit 6.7: Dietary Supplements Product share shift, Asia- Pacific, 2017-2022**



Source: Frost & Sullivan Analysis

Phytonutrients Market, Asia-Pacific, 2017-2022

Among the end-application segments, the pharmaceutical, medical food, and clinical nutrition market is expected to grow at a higher CAGR of 11.5% till 2022, followed by dietary and food supplements and other applications in the Asia-Pacific region.

In 2017, phytonutrient ingredients revenue was driven by functional food application followed by dietary supplements, other applications (cosmetics, pet food, animal feed), and pharmaceutical, medical food, and clinical nutrition.

Key Drivers: According to the UN, the aging population in APAC is expected to grow at a CAGR of 2.6% to reach approximately 1.3 billion people by 2050 from 0.5 billion in 2015, and is expected to continue to account for a majority of the global elderly population by 2050 (61.8%). This will drive the need for nutritional food products. Moreover, besides the elderly, the younger and working population in the region increasingly prefers healthy products.

Phytonutrients Market, Rest of the World, 2017-2022

Among the end-application segments, the other applications (cosmetics, pet food, and animal feed) segment is expected to grow at a higher CAGR of 13.6% till 2022 due to demand from cosmetic ingredients, followed by dietary supplements (12%), pharmaceutical, medical food, and clinical nutrition (12.4%), and functional food (11%).

Innovative ingredients

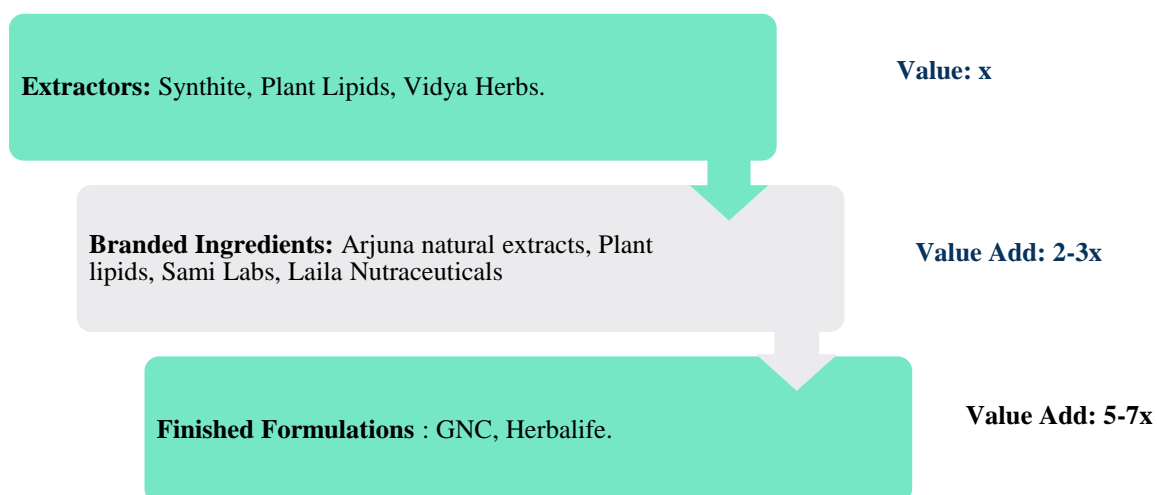
Within Nutraceutical ingredients there is an important segment called Innovative ingredients. These are phytonutrient extracts that have an innovative element to it. They are usually patent protected and are sold under trademark name. The claims are substantiated by human clinical trials in established/emerging therapies. They are usually standardized to active ingredient concentration and possess improved product features like high bioavailability. The price premium for branded/innovative ingredients is about 3-4 times higher as compared to unbranded ingredients and hence many midsize pharmaceutical firms have started focusing on branded/innovative ingredients space.

Market Drivers for Nutraceuticals Market

- (a) Increasing geriatric population resulting in health-related issues has created the need for consumption of products with nutritional benefits;
- (b) Changing lifestyle across the globe among the working population is contributing to a rise in the incidence of cardiovascular diseases, obesity, and cancer;
- (c) Shifting preferences among consumers toward products derived from natural extracts;
- (d) Rise in disposable income across emerging nations such as Asia-Pacific and increasing healthcare costs globally; and
- (e) Effective advertising and marketing campaigns in developed regions and, to an extent, in developing countries, where dietary supplements and functional foods are targeted at specific benefits, have increased the awareness

The Supply Chain for Branded Ingredients

Figure showing the typical supply-chain for Branded Ingredients



Conclusion

- Globally, nutraceutical consumers are opting for natural nutraceutical ingredients as they believe the bioavailability of these ingredients is higher, while the risk of side effects is significantly lower;

- The global market is currently experiencing a period of growth, post-recession. Even after the effect of the recession fades, the market is likely to remain in a growth phase driven by emerging nutraceutical markets, such as India, China and Brazil, with China likely to become the world's largest nutraceutical market by 2030;
- Customization and personalization is the need of the hour for nutraceuticals, specifically in developed markets such as the US and EU. However, while complete personalization (based on genetic profile) is a long way away, companies are looking at new and innovative ingredients and/or delivery mechanism to suit specific target groups;
- Since nutraceuticals are used in food and food products companies are increasingly implementing stringent quality standards similar to that of pharmaceutical industry;
- India is currently a nascent market for nutraceuticals, without a concrete business model in place. Both MNCs as well as domestic companies in the pharmaceutical and food and beverage space have tested the market with a variety of launches, with some success. This has resulted in increased product launches in the recent past; and
- However, in terms of ingredients, especially in the case of plant extracts and phytochemicals, Indian companies have entrenched their place as suppliers, both locally as well as globally.

OUR BUSINESS

Some of the information in this section, including information with respect to our plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read “Forward Looking Statements” on page 15 for a discussion of the risks and uncertainties related to such statements and also “Risk Factors”, “Financial Statements” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” on pages 17, 162 and 280, 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. 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 Financial Statements and other information relating to our business and operations included in this Draft Red Herring Prospectus.

Unless otherwise indicated or unless the context requires otherwise, the financial information included herein is based on our Restated Financial Statements included in this Draft Red Herring Prospectus. For further information, see “Financial Statements” on page 162.

Unless the context otherwise requires, in this section, references to “we”, “us”, or “our” refers to Inventia Healthcare Limited.

Unless otherwise indicated, industry and market data used in this section has been derived from the report “Value Added Generics Pharmaceuticals Market” dated September 17, 2018 prepared and issued by Frost and Sullivan (I) Private Limited (the “F&S Report”) commissioned by us. Unless otherwise indicated, all industry and other related information derived from the F&S Report and included herein with respect to any particular year refers to such information for the relevant calendar year.

Overview

We are a pharmaceutical development and manufacturing company headquartered in Mumbai with over 30 years of operations. Our focus is on development of value added oral solid dosage formulations (“OSDF”). Over the years, we have developed capabilities in offering end to end solutions in the product development process, right from research and development all the way to final manufacturing and packaging. We believe that value added OSDF market has a high barrier to entry as these products are generally difficult to develop and require special know-how from the development and manufacturing perspective compared to conventional generic products. The global value added OSDF market was valued at \$ 81.7 billion in 2017 and is expected to grow at a CAGR of 5% between 2018-2022 to reach \$ 103.9 billion by 2022. (Source: F&S Report)

We develop and manufacture our products in-house. Once a product is developed, we partner with mid-sized and large pharmaceutical companies and distributors which have a local or multi-national presence to sell our products across various jurisdictions. Unlike contract research and contract manufacturing companies, for most of our products, the proprietary technology and manufacturing rights remain with our Company and these products are sold on a non-exclusive basis under the partner’s brand name. Based on our arrangement with the partner, we mostly sell products to our partners at a fixed transfer price or we receive a share of profits from the sales. The key therapeutic areas which we cater to are anti-diabetic, gastrointestinal, CVC, CNS and musculoskeletal segments.

In order to de-risk our business and to reduce our dependence on any particular region, we cater to various markets as follows:

- **Domestic Market:** In India, we largely sell finished products such as capsules and tablets to our partners on a non-exclusive basis. Our revenues from our domestic market business for Fiscal 2018, 2017 and 2016 was ₹ 934.04 million, ₹ 1,190.05 million and ₹ 1,293.85 million, respectively.
- **Export Market:** We export semi-finished products such as pellets and granules as well finished products such as capsules and tablets. Our semi-finished products are directly sold to our partners who are engaged in manufacturing, whereas our finished products are registered largely by us in the respective country and then marketed and distributed by our partners. Our revenues from our export market business for Fiscal 2018, 2017 and 2016 was ₹ 2,014.29 million, ₹ 1,511.05 million and ₹ 1,048.26 million, respectively.

The break-up of our revenues from our export markets between regions during the last three Fiscals is set out below:

(in ₹million)

Regions	Fiscal 2018	Fiscal 2017	Fiscal 2016
Latin America	795.61	648.22	377.06
South East Asia	419.90	336.70	289.27
SAARC (excluding India)	372.67	318.49	215.50
North America	356.94	153.14	115.67
Middle East and Africa	55.72	45.58	44.81
CIS	13.46	8.93	5.96
Total	2,014.29	1,511.05	1,048.26

Our focus in the export markets has primarily been in emerging markets. The countries we cater to in specific regions are:

- **SAARC (excluding India):** Bangladesh, Pakistan and Sri Lanka;
- **North America:** United States;
- **Latin America:** Brazil, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Ecuador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Peru, Trinidad and Tobago and Venezuela;
- **Middle East and Africa:** Cameroon, Congo, Ghana, Jordan, Kenya, Lebanon, Nigeria, Senegal, Togo, UAE and Uganda;
- **Europe:** Portugal and United Kingdom;
- **South East Asia:** Brunei, Cambodia, Malaysia, Myanmar, Philippines, South Korea and Vietnam;
- **CIS:** Kazakistan, Ukraine and Uzbekistan.

During the years 2018-2022, within the global pharmaceutical market, pharmerging regions are expected to show double-digit growth in the range of 10-15%, whereas developed markets cannot match the pace and would be in the range of 4-8%. Our focus is on high-growth emerging markets. The value added OSDF market in emerging regions like SAARC, India, CIS and LATAM is expected to grow strongly at a rate of 16.7%, 12.9%, 11.9% and 10.6%, respectively between 2018 and 2022. US is expected to match the pace with the value added OSDF market and grow at a CAGR of 4.8% for the next five years. APAC, MENA and ROE are expected to show rates of 5.8%, 3.1% and 2.3%, respectively. (Source: F&S Report)

We believe that R&D is critical to our growth. Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively. The R&D expenditure incurred by our Company constituted 11.22 %, 9.31%, 10.21%, 8.52% and 8.60% of our revenue from operations for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively and as a part of our strategy, we intend to continue investing significantly in our R&D initiatives. For further details see “Summary Financial Information – Summary of expenditure directly related to research and development” on page 56. Our R&D centre situated at Thane is accredited by Department of Scientific and Industrial Research Technology, the Ministry of Science and Technology of the Government of India and employs 159 employees and 98 scientists as of June 30, 2018. Our R&D activities include research on new products and drug delivery platforms such as controlled drug delivery, multiple-unit pellets system, multi-layer tablet technology and gastro-retentive drug delivery. As a result of our R&D efforts, as on the date of Draft Red Herring Prospectus, we have filed 209 dossiers and our product portfolio comprises of 230 commercialised products in various jurisdictions.

As on the date of this Draft Red Herring Prospectus, we have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

We have a modern accredited manufacturing facility at Ambarnath which is located close to our R&D facility. Our manufacturing facility is spread across approximately 20,000 square meters and is strategically located close to an airport and a port.

Our manufacturing facility has been approved by prominent regulatory agencies including (i) US Food and Drug Administration; (ii) Ministry of Health and Prevention, UAE; (iii) Medicines and Healthcare Products Regulatory Agency, UK; (iv) Korea Food and Drug Administration; (v) Ministry of Health, Republic of Kenya; (vi) Jordan Food and Drug Administration; (vii) Drug Administration and Control Authority of Ethiopia; (viii) State Service

Of Ukraine on Medicines and Drugs Control; and (ix) Colombia National Food and Drug Surveillance Institute (INVIMA).

For the years ended March 31, 2018, 2017 and 2016, our revenue from operations was ₹ 3,092.42 million, ₹ 2,773.71 million and ₹ 2,405.91 million, respectively. Our total comprehensive income/ (loss) for the year was ₹ 157.62 million, ₹ 140.45 million and ₹ 132.84 million, respectively, for the years ended March 31, 2018, 2017 and 2016. Our EBITDA has grown at a CAGR of 12.67% from ₹ 316.46 million to ₹ 452.65 million between Fiscal 2016 to Fiscal 2018. For further details, see "*Summary Financial Information - Reconciliation of Restated EBITDA to restated Profit attributable to equity shareholders for the period*" on page 58.

Our Strengths

The following are our key strengths which we believe enable us to compete in our principal markets.

Accredited research and manufacturing facilities which enables us to provide end to end solutions as well as serve multiple jurisdictions

We offer end-to-end solutions to our partners right from research and development all the way to the final manufacturing and packaging of the product across emerging and regulated markets. We are able to achieve this through a combination of value added OSDF products developed at our research and development centre coupled with our manufacturing facility which has been certified by various international regulatory agencies. We have been increasingly investing in R&D. Our investment in R&D has increased by 125.55% from ₹154.62 million in Fiscal 2014 to ₹348.75 million in Fiscal 2018. As a result of our R&D efforts, we have successfully developed various products, processes and technologies for diverse therapeutic segments and as on the date of this Draft Red Herring Prospectus, our Company has made dossier filings and commercialised products across various regions as set out below:

Region	Dossier Filed*	Product Commercialised**
CIS	3	12
India	26	26
Latin America	92	36
EU	-	2
MENA	28	46
North America	7	7
SAARC	15	35
SEA	38	66
Total	209	230

* In case of a product commercialized in more than one jurisdiction, the dossier filing is required to be made separately in each country and accordingly the number of products commercialised would be lower than the number of dossiers indicated above

**Products commercialized includes products where the dossiers are held by the partners

As on the date of this Draft Red Herring Prospectus, our Company have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

Once a product is developed at our R&D capabilities and approved by regulatory bodies, we have a modern manufacturing facility situated at Ambernath which enables us to manufacture and pack these products. Our manufacturing facility is approved by prominent regulatory agencies across the globe. This enables us to attract and work with partners who have a regional as well as a global presence. Having our manufacturing facility accredited with various regulatory agencies enables our partners to launch our products across diverse regions in a time-efficient and streamlined manner. Multiple certifications ensure that all our products are manufactured under stringent quality control. We believe that this differentiating factor positions us as a preferred development and manufacturing partner.

Multifaceted product selection process targeting value added OSDF products which have high margins

Our product portfolio includes value added OSDF products which we believe are either difficult to formulate, manufacture or may face complex legal and regulatory challenges. Our multifaceted product selection process involves studying trends both from a commercial and clinical perspective and continuously interacting with our partners to identify and fill gaps in their product portfolio. We undertake this process through a dedicated portfolio

evaluation team. This process enables us to identify potential gaps in a therapeutic segment as well as in our partners' product portfolio. This customized approach of product identification has helped us build and maintain long-standing relationships with our partners as well as develop products which would be easier to commercialize and earn revenues. We continually evaluate our product portfolio and focus on developing new products as well as improving our existing products. Further, through our technology platforms which are developed in-house, we are also able to effectively formulate difficult products across a wide range of therapeutic categories. Our customized product selection process helps us retain flexibility in our product selection without any specific focus or dependence on any one therapeutic area. Our Gross Margin for Fiscal 2018, 2017 and 2016 were 50.83%, 49.91% and 46.39% respectively. Our presence across different therapeutic segments helps us to mitigate the risk of dependence or downturn in any particular segment. For further details, see "Summary Financial Information - Computation of Gross Margin" on page 57.

Flexible business model and long-standing relationship with our partners

We have a flexible business model and are able to select the appropriate channel for selling our products based on the opportunities which are available. The various models through which we currently sell our products are as follows:

- **Licensing of products to partners:** This is our primary model to sell of our products. Under this model, we study market trends both from a commercial and regulatory perspective and upon interaction with partners, we offer semi-finished or finished products depending on the need of our partner. In markets where import of finished products is prohibited or difficult from a regulatory perspective, we supply our semi-finished products to our partner who in turn make the finished dosage at their respective manufacturing facilities. For semi-finished products, the dossiers are primarily held by our partners. For finished products, our partners are primarily responsible for marketing and distribution of the product in their brand name. The dossiers for our finished products are primarily registered in our name. This model ensures a long-term revenue stream for our products while ensuring the proprietary technology remains with us. These arrangements are both exclusive as well as non-exclusive depending on the geographies and the product. We either sell products to our partners at a fixed transfer price or we receive a share of profits from the partner's sale of the product in the region.
- **Co-marketing through a distributor:** Under this model, the product is developed by us using our proprietary technology and is subsequently manufactured at our facility. We then register the dossier in our name. Our partner is only responsible for distributing our products under our brand name. We sell products to our distributors at a fixed transfer price.
- **Contract manufacturing:** We use this model selectively depending on the volume and value potential of the product. The product ownership and technology remain with the partners and we only manufacture these products on a contract basis.

In Fiscal 2018, we sold our products in 28 countries across various regions such as India, SAARC (excluding India), North America, Latin America, Middle East and Africa, Europe, South East Asia and CIS.

We believe that we have de-risked our business to a large extent by conducting our business through a combination of the above-mentioned business models as well as having the ability to sell our products to multiple partners in various regions.

We have long standing relationship with our partners with some of our relationships extending over five years. Our long-term association with our partners, increases the sales life of our products as well as provides us with steady revenue flows.

Experienced management team with extensive industry experience and proven track record

We have a strong and experienced management team which we believe has positioned our business well for continued growth and development. Our individual Promoters have played a key role in developing our business and we benefit from their significant experience in the pharmaceutical business. We also have a qualified key management team with experience in the domestic and international pharmaceutical industries, including in the areas of R&D, manufacturing, quality control, information technology, strategy and business development. We believe that the healthcare domain knowledge and experience of our individual Promoters and our key

management team provides us with a significant competitive advantage as we seek to grow in our existing markets and enter new segments and geographies. The success of our management team is also demonstrated by our growth including our ability to develop new products as well as attract and retain our partners over a long period of time. Our experienced management team has enabled us to improve our financial results over the years and increase portfolio of our products as well as our markets. We believe our management team has demonstrated its ability to execute our business plan and has the skills and experience needed to implement our strategic objectives related to our business and expansion in the future.

Our Strategy

Continue to focus on value added OSDF with high entry barriers which can be marketed in multiple regions

As a part of our growth strategy, we intend to continue development and manufacture of value added OSDF by entering into new partnerships with existing as well as new partners. Further, we continue to identify products having a high-entry-barrier as a long-term growth opportunity. We have made and expect to continue to make investments in development of such products. Further, we intend to have a direct presence by setting up business development offices in geographies such as North America, Europe and South East Asia to enable us to strengthen our relationships with our existing partners as well as explore business opportunities with new partners in these regions. We are also setting up a new manufacturing facility within India to reduce dependence on a single facility.

Foray into high growth injectables segment

We intend to leverage our existing relationships and our business experience to explore opportunities in the high growth injectables business. The global injectables market is estimated to be worth \$328 billion in 2017 and is expected to grow at a CAGR of 10.2% to reach \$529 billion by 2022. Injectables constitute 32% of the global market and are growing faster than the overall market at a CAGR of 10.2% (2018-2022). (source: F&S Report). We believe that the injectables business will complement our existing OSD business by enabling us to offer a wider range of dosage forms to our existing partners. With the growing demand for injectables, we believe we can build a supply pipeline for injectables in geographies where our existing partners operate as well as in new geographies. We have recently entered into a co-development arrangement to manufacture and commercialise an injectable product with the final objective of commercializing these products. Going forward, we intend to set up a dedicated manufacturing facility and an R&D centre to develop and manufacture injectable products with a final objective of commercialising these products through partners. Additionally, we also intend to commence in-licensing of certain injectable products. We believe our entry in the injectables segment, domestically and internationally would increase our revenue and profitability.

Foray into the nutraceuticals segment

Our Company intends to leverage its capabilities to explore growth opportunities in the nutraceuticals segment by developing and manufacturing branded nutraceutical ingredients as well as finished nutraceutical products in the domestic and international markets. The Indian nutraceutical market is expected to reach about \$7.7 billion by 2022 from the current level of \$3.6 billion in 2017, growing at a CAGR of 17%. The global nutraceuticals market is expected to reach \$395 billion in 2022 from \$287 billion in 2017 at a CAGR of 6.6%. (Source: F&S Report) We intend to focus on clinically tested nutraceuticals ingredients within the nutraceuticals segment. Towards this end, we are in the process of setting-up an R&D centre and manufacturing facility focused on manufacturing and development of our nutraceutical products. Further, we are undertaking studies and market assessments to identify products for development in the nutraceuticals segment with the final objective of commercializing these products through partners. We believe we can build a supply pipeline for our nutraceutical products in geographies where our existing partners operate as well as in new geographies. We believe our entry in the nutraceuticals segment would increase our revenue and profitability.

Expand our research and development and manufacturing capabilities

We intend to increase our initiatives in research and development in order to provide us with an additional capability and enhance our differentiated product portfolio in both domestic and export markets. Our research and development and manufacturing initiatives are determined by market demand and driven by technological updates. As a part of our growth strategy, we are in the process of setting up a dedicated R&D centre in Thane which will have capabilities to develop products for our OSD, injectables and nutraceuticals business to support

our growth strategy. We are also in the process of expanding capacities at our Ambernath Facility as well as exploring opportunities for setting up a new manufacturing facility within India to reduce dependence on a single facility. Further, we are also setting up a dedicated manufacturing facility in Thane focused on manufacturing and development of our nutraceutical products. Further, we are also exploring opportunities to set up a new manufacturing facility for injectables.

Selling our finished formulations under our brand and bid for government and institutional tenders in the domestic market

With a view to monetize our manufacturing capabilities, in addition to our current business model, we intend to set up a marketing and sales team to market our finished products in India under our brand. The marketing team shall comprise of employees who would have experience in therapeutic areas such as cardiology, neurology, anti-diabetes and oncology. Our Company also proposes to establish warehouses and tie up with C&F agents to support marketing and sales initiatives.

We believe the institutional segment presents an attractive opportunity for growth due to its high volumes, high new prescription generation and focus on quality. Further, we also propose to market our finished formulations to institutions such as hospitals and corporate chains through a dedicated team. We have recently commenced participating in competitive tender process for supply of our products to various government agencies, private entities and institutions. We intend to build relationships with institutional partners as well as continue bidding for government contracts.

Our Manufacturing Facility and Arrangements

Manufacturing Facility and Approvals

We have a modern accredited manufacturing facility which is located in Ambernath, Maharashtra. This facility is spread across approximately 20,000 square meters. We manufacture both semi-finished and finished products. Semi-finished products comprise of directly compressible granules and pellets. Based on the regulatory requirements of the jurisdictions in which our partners operate, we supply granules which can be punched into tablet or pellets which can be encapsulated at our partner's facility. Our finished products comprise of packaged tablets and capsules.

We have fully integrated manufacturing support systems at Ambernath Facility, including quality assurance, quality control, regulatory affairs and inventory control. These support systems enable us to deliver quality products to our partners on a timely basis, while maintaining high quality standards and monitoring regulatory compliance. Our facility has the necessary environmental approvals and also has its own waste management systems. We have arrangements for regular power and water supply at our manufacturing facility together with provisions for back-up such as diesel generator sets.

Quality Control at our Ambernath Facility is achieved through automation introduced from time to time. We have near infrared systems in place for material identification of active ingredients. To further aid our continuous manufacturing, we have introduced vacuum transfer systems for seamless material flow, loading and unloading via automated lifting and positioning systems. For some markets/products where inspection of finished tablets or capsules is required, we have installed a high throughput 360-degree inspection machines. All our critical machines have programmable logic controller to reduce human error and detection systems in place to reject failing products. The table below provides key details of our Ambernath Facility:

Location	Description	Approvals
Plot No. F1-F-1/1 and F-75/1, Additional Ambernath M.I.D.C, Ambernath (East), Thane – 421 506	Manufacturing facility focused on manufacture of value added OSDF including capsules, tablets, DC Granules and pellets with an installed capacity (on a triple shift basis) of 2,712 million tablets, 2,064 metric tonnes granules, 1,905 million capsules and 432 metric tonnes pellets per annum and spread across approximately 20,000 square meters built up area.	Adheres to (i) US Food and Drug Administration; (ii) Ministry of Health and Prevention, UAE; (iii) Medicines and Healthcare Products Regulatory Agency, UK; (iv) Korea Food and Drug Administration; (v) Ministry of Health, Republic of Kenya; (vi) Jordan Food and Drug Administration; (vii) Drug Administration and Control Authority of Ethiopia; (viii) State Service Of Ukraine on Medicines and Drugs Control; (ix) Colombia National Food and Drug Surveillance Institute (INVIMA); and (x) COFEPRIS, Mexico

The capacity utilization at our Ambernath Facility for Fiscal 2018, Fiscal 2017 and Fiscal 2016 was as follows:

(Output in metric tonnes except for tablets and capsules which are in million units)

Products	Fiscal 2018			Fiscal 2017			Fiscal 2016		
	Installed capacity	Utilization	% Utilization	Installed capacity	Utilization	% Utilization	Installed capacity	Utilization	% Utilization
Granulation	2,064	957.93	46.41	1,101	692.01	62.85	1,101	593.93	53.94
Tablet	2,712	905.43	33.39	1,320	631.02	47.80	1,320	550.74	41.72
Pellets	432	156.89	36.32	384	161.64	42.09	384	147.13	38.32
Capsules	1,905	120.94	6.35	1,905	117	6.14	1,905	104.32	5.48

In addition to our Ambernath Facility, we are in the process of setting up a new manufacturing facility which is near the Ambernath Facility to focus on nutraceuticals. For further details see “Government and Other Approvals” on page 317. Construction of the facility and commercial production will only commence following the receipt of requisite approvals from relevant regulatory authorities.

Raw Materials

The raw materials essential to our manufacturing business are purchased primarily from suppliers in India. We source our raw materials from multiple suppliers on purchase order basis. For Fiscal 2018, we imported APIs, amounting to ₹ 28.30 million and we sourced APIs amounting to ₹ 776.29 million, excipients amounting to ₹ 354.45 million and capsules amounting to ₹ 22.68 million from our domestic suppliers.

Our Products

As of June 30, 2018, we had a portfolio of 230* commercialized products. This constitutes 26* commercialized products in the domestic market and 204* commercialized products in the export market.

**Products commercialized includes products where the dossiers are held by the partners*

Domestic Market:

We largely sell finished products in our domestic market. We all sell a small portion of semi-finished products in the domestic markets. A break-up of our domestic market revenues between semi-finished and finished products for Fiscal 2018, 2017 and 2016 are as follows:

(₹ in million)

Products	Fiscal 2018	% of revenue from operations	Fiscal 2017	% of revenue from operations	Fiscal 2016	% of revenue from operations
Domestic	934.04	30.20%	1,190.06	42.90%	1,293.85	53.78%
- Finished	822.52	26.60%	1,028.75	37.09%	1,095.13	45.52%
- Semi - Finished	111.52	3.61%	161.31	5.82%	198.72	8.26%

The table below lists out our key products which were sold in the domestic market in Fiscal 2018:

Sr. No.	Products	Therapeutic Area	Dosage Form
1.	Metformin HCL and Glimepiride	Anti-Diabetic	Tablet
2.	Rabeprazole Sodium and Domperidone	Gastro drug	Capsule
3.	Aceclofenac and Thiocolchicoside	Musculoskeletal	Capsule
4.	Esomeprazole and Domperidone	Gastro drug	Capsule
5.	Pregabalin and Methylcobalamin	CNS drug	Tablet

Export Market:

We export our products in the following regions, namely: (i) SAARC (excluding India); (ii) North America; (iii) Latin America; (iv) Middle East and Africa; (v) Europe; (vi) South East Asia; and (vii) CIS.

Further, we export both semi-finished and finished products to our partners in export markets. The break-up of our export revenues between semi-finished and finished products are as follows:

(₹ in million)

Products	Fiscal 2018	% of revenue from operations	Fiscal 2017	% of revenue from operations	Fiscal 2016	% of revenue from operations
Export	2,014.29	65.14%	1,511.05	54.48%	1,048.26	43.57%
- Semi - Finished	989.00	31.98%	575.51	20.75%	499.55	20.76%
- Finished	1,025.29	33.16%	935.54	33.73%	548.71	22.81%

The table below lists out our key products which were sold in the export market in Fiscal 2018:

Sr. No.	Products	Therapeutic Area	Dosage Form
1.	Metformin HCL	Anti-Diabetic	Tablet
2.	Duloxetine	CNS drug	Pellets
3.	Venlafaxine	CNS drug	Pellets
4.	Metformin HCL and Glimepiride	Anti-Diabetic	Tablet
5.	Esomeprazole	Gastro drug	Pellets

Research and Development

We have a dedicated R&D centre situated at Thane which is accredited by Department of Scientific and Industrial Research Technology, the Ministry of Science and Technology of the Government of India and employs over 159 employees and 98 scientists as of June 30, 2018. It also employs 65 employees at the strategic support centre for R&D as of June 30, 2018. Our R&D activities include research on new products and drug delivery platforms such as controlled drug delivery, multiple-unit pellets system, multilayer tablet technology, hot melt extrusion and gastro-retentive drug delivery. Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively. For further details see "Summary Financial Information – Summary of expenditure directly related to research and development" on page 56.

We are in the process of setting up a dedicated R&D centre at Thane. This new R&D centre will provide us with an additional capacity and capabilities to cater to our existing business as well our expansion into nutraceuticals and injectables.

Quality Control and Quality Assurance

We believe that maintaining high standard of quality of our products is critical to our Company and continued success. We have put in place quality systems that cover all areas of our business processes from manufacturing

to product delivery for ensuring consistent quality, efficacy and safety of our products. As on June 30, 2018, our quality assurance and quality control teams consist of about 51 and 121 employees respectively in our Ambernath Facility. We also have a corporate quality team at Thane consisting of about 18 employees who monitor the compliance activities like internal audits and external vendor. This team also coordinates with the supply chain, planning, business development, regulatory and R&D departments in initial stages of new product introduction, submissions and approvals.

We believe that we implement and maintain best industry practices including for, adequate premises and space, suitable equipment, appropriate use of raw materials, carrying out our manufacturing through approved procedures and instructions, and equipped laboratories. Our employees are required to undergo thorough training programs designed to update them on latest quality norms and standards periodically. Our facility is regularly inspected for compliance by regulatory agencies. Our quality control audit procedures are also regularly updated to comply with any changes in international regulatory requirements.

Further, our equipment are also qualified on installation before being commissioned for routine production and are maintained in a state of validation till retirement. Our quality function monitors all stages of product development including raw materials to the final finished product. Our quality control department also ensures that materials received from vendors also comply with our internal standards and specifications. All products are tested to specification before release to market and monitored throughout shelf life through the stability program. Various in-process quality checks are performed to monitor product quality during manufacturing process.

Sales, Distribution and Business Development

We have a dedicated business development team which interacts with our partners. Our products in the local and international geographies are sold and marketed by our partners. However, going forward, we intend to set up a marketing and sales team to market our finished products in the domestic market. The marketing team shall be responsible for marketing and distribution of products and shall typically have significant pharmaceutical sales experience in their respective geographic regions.

Human Resources

Our work force is a critical factor in maintaining quality and safety which strengthen our competitive position and our human resource policies focus on training and retaining our employees. We train our employees on a regular basis to increase the level of operational excellence, improve productivity and maintain compliance standards on quality and safety.

We take several initiatives to train and develop employees in building skills and capabilities. Our training programmes are focused on industry practices, recent trends and new technologies. This enables us to achieve higher level of operational excellence, improve productivity and maintain compliance standards on quality and safety.

We offer our employees performance-linked incentives and benefits and conduct employee engagement programs from time-to-time. We believe we have good relations with our employees. As of June 30, 2018, we had 790 employees. In addition to our own employees, our operations also involve additional workers who are hired on a contract labour basis through registered contractors.

Information Technology

Information Technology serves a vital role in our business by enabling us to automate and digitize various aspects of our operations. The key functions of our IT team include establishing and maintaining enterprise information systems and infrastructure services to support our business requirements, maintaining secure enterprise operations through, among others, risk assessment, planning and mitigation policies, and identifying emerging technologies which may be beneficial to our operations. The integration of our information technology systems with the sales infrastructure enables us to standardize our processes, reduce cost, enhance productivity, improve workflow and communications and improve our risk control mechanisms. We have also implemented IT systems such as a 'Learning Management System', which enables us in meeting regulatory compliance requirements and maintaining the highest quality for our processes.

We have implemented an ERP system to handle purchase of goods, services, inventory, supply chain management, invoicing, accounting, payments, collections, reconciliation, taxation, regulatory compliance, human resources

management and other business functions. Our ERP system, SAP, helps us streamline our business processes, allows for centralized management of our data. Further, it enables us in integrating our manufacturing process and helps us in tracking key factors such as expiry management, costs, yield amongst others. It also ensures transparency and accountability for all our operations. It is capable of importing ERP data and generating reports which assist in effective management.

Regulatory and Environmental Matters

We are subject to extensive environmental laws and regulations, including regulations relating to the prevention and control of water pollution and air pollution, environmental protection, hazardous waste management and noise pollution, in relation to our manufacturing facility. These laws and regulations govern the discharge, emission, storage, handling and disposal of a variety of substances that may be used in or result from our operations. Further, our manufacturing facility possess effluent treatment processes and minimize any contamination of the surrounding environment or pollution in compliance with applicable law.

Our products sold in developed and emerging markets are subject to regulations by their respective government entities. To varying degrees, each of these agencies requires us to adhere to laws and regulations governing the registration, development, testing, manufacturing, labelling, marketing and distribution of our products, in their respective regions. For further details see “*Government and Other Approvals*” on page 317.

Health and Safety

We aim to comply with applicable health and safety regulations and other requirements in our operations and have adopted a health and safety policy that is aimed at complying with legislative requirements, requirements of our licenses, approvals, various certifications and ensuring the safety of our employees and the people working at our facility or under our management.

We believe that accidents and occupational health hazards can be significantly reduced through a systematic analysis and control of risks and by providing appropriate training to our management and our employees. We believe we are in compliance with applicable health and safety laws and regulations. We also believe that our manufacturing facility possesses adequate effluent treatment processes and minimize any contamination of the surrounding environment or pollution. For further details see “*Government and Other Approvals*” on page 317.

Intellectual Property

We have a dedicated intellectual property team which focuses on registration, applications and renewals for our trademarks and patents. Our intellectual property assets primarily include trademarks and patents. As on the date of this Draft Red Herring Prospectus, our Company has been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

As on the date of this Draft Red Herring Prospectus, our Company has registered a total of 94 trademarks for various brand names, under various classes including class 5 and 16, granted by the Registrar of Trademarks under the Trademarks Act, in India. Further, our Company has also made applications seeking registration for 14 trademarks for various brands, with the Registrar of Trademarks under the Trademarks Act.

For further details see “*Government and Other Approvals*” on page 317.

Competition

The pharmaceutical industry is highly competitive. Our competition varies by market, therapeutic areas and type of product. We believe that our principal competitors within India include Granules India Limited, Caplin Point Laboratories Limited, Marksans Pharma Limited, Bliss GVS Pharma Limited, Themis Medicare Limited and Indoco Remedies Limited.

The global pharmaceutical market can broadly be divided into emerging and developed markets. The emerging markets have lower barriers of entry in terms of regulatory requirements, including with respect to the qualification process and intellectual property rights. The developed markets such as the U.S. and Europe by contrast have higher barriers to entry as a result of more stringent regulatory practices.

We compete with large multinational pharmaceutical companies and smaller regionally based competitors. Some of our competitors are larger than us and have greater financial, manufacturing, R&D and other resources. Consequently, our competitors may possess wider product ranges, larger sales teams, greater intellectual property resources and broader appeal across various divisions.

Insurance

Our insurance policies for our operations include risk coverage with respect to damage to property, plant and equipment due to fire, burglary, earthquakes, terrorism; product liability and marine insurance to cover our products while they are in transit to distributor or customer locations. We also maintain directors and officer's liability insurance for our existing key personnel. We believe our insurance coverage is adequate and consistent with industry standards. As we increase our presence in existing regulated markets and enter new regulated markets, we may obtain additional insurance coverage as appropriate. Further, we also have medical insurance policies, group accident and insurance policies for our employees. For further information, see *"Risk Factors — Our insurance coverage may not be sufficient or may not adequately protect us against any or all hazards, which may adversely affect our business, results of operations and financial condition."* on page 28.

Corporate Social Responsibility

We incurred corporate social responsibility expenditure of ₹2.90 million in Fiscal 2018 pursuant to the requirements of Section 135(5) of the Companies Act, 2013. This includes our contributions and donations made for development of various old age homes, healthcare activities, educational activities, providing hearing aid to impaired children.

Properties

The details of the key properties used by our Company for our operations are set forth below:

Sr. No.	Particulars	Address	Leased/Owned
1.	Registered office and corporate office	Unit 703 and 704, 7 th floor, Hubtown Solaris, N S Phadke Marg, Andheri (East), Mumbai – 400 069	Leased
2.	Ambernath Facility	Plot No. F1-F-1/1 and F-75/1, Additional Ambernath M.I.D.C, Ambernath (East), Thane – 421 506	Leased
3.	R&D Centre	Plot No. A-214, Thane Industrial Area, Panchpakhadi, Thane – 400 602	Leased
4.	Strategic support centre for R&D Centre	Plot No. A/215, Wagle Industrial Estate, Road No. 30, Thane – 400 604	Leased
5.	New manufacturing facility for nutraceuticals	Plot No. 15, 16, 21/16 Ambernath M.I.D.C, Morivali Village, Chikholi, Kalyan, Thane – 421 506	Leased

KEY REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws and regulations in India, which are applicable to our Company and its business. The information detailed in this chapter, is based on the current provisions of Indian laws which are subject to amendments, changes and modifications by subsequent legislative, regulatory, administrative or judicial decisions. The information detailed in this chapter has been obtained from sources available in the public domain. The regulations set out below may not be exhaustive and are only intended to provide general information to the investors and are neither designed nor intended to substitute for professional legal advice.

Industry Specific Legislations

The Drugs and Cosmetics Act, 1940 (“DC Act”)

The provisions of the DC Act provide that no person can import, manufacture, distribute, stock, sell, exhibit or offer for sale any drug, except under the license granted for these respective operations by the authority notified under the Act. The DC Act prohibits the manufacture for sale and distribution of drugs and cosmetics which are misbranded, adulterated, spurious or harmful and the distribution or sale of any drug or cosmetic which has been imported or manufactured in contravention of any of the provisions of DC Act or any rule made there under.

Under the DCA, while regulation of manufacture, sale and distribution of drugs is primarily the responsibility of the state authorities, the central authorities are responsible for approval of new drugs, clinical trials, laying down standards, control over imported drugs and coordination of activities of state drug control organizations. These procedures involve obtaining a series of approvals for different stages at which drugs are tested, before the Drug Controller General of India (**DCGI**), an authority constituted under the DC Act, which is empowered to grant the final license to allow drugs to be manufactured and marketed. The Central Drugs Standard Control Organisation (**CDSCO**) is responsible for testing and approving Active Pharmaceutical Ingredients and formulations in consultation with the DCGI.

The drug inspector appointed by the Central Government or a State Government is empowered to inspect any premises within the local limits of the area for which he is appointed, wherein any drug or cosmetic is being, *inter alia*, manufactured, sold, stocked, exhibited, distributed or offered for sale. The Assistant Drugs Controller acts as a supervisory officer and assists the Director in implementation of the DC Act and Rules thereunder.

The Drugs and Cosmetics Rules, 1945 (“DC Rules”)

The Drugs and Cosmetics Rules, 1945 (“**DC Rules**”) have been enacted to give effect to the provisions of the DCA to regulate the manufacture, distribution and sale of drugs and cosmetics in India. The DCA Rules prescribe the procedure for submission of report to the Central Drugs Laboratory, of samples of drugs for analysis or test, the forms of Central Drugs Laboratory’s report thereon and the fees payable in respect of such reports. The DC Rules also prescribe the drugs, classes of drugs, cosmetics and classes of cosmetics for the import of which a license is required and prescribe the form and conditions of such license. They further provide for the cancellation or suspension of such license in any case where any provision or rule applicable to the import of drugs and cosmetic is contravened or any of the conditions subject to which the license issued, is not complied with. The DC Rules provide for the grant of a certificate of GMP (Good Manufacturing Practices) and make it mandatory for every pharmaceutical facility to obtain such certificate. The DC Rules were amended on September 13, 2018 amending Rule 96 (1)(i)(A) pertaining to labelling provision for printing the name of the drug in a more conspicuous manner than the trade name.

National Pharmaceuticals Pricing Policy, 2012 (the “2012 Policy”)

The 2012 Policy seeks to lay down the principles for pricing of essential drugs specified in the National List of Essential Medicines 2015 declared by the Ministry of Health and Family Welfare, Government of India and modified from time to time, so as to ensure the availability of such medicines at reasonable price, at the same time trying to strike a balance with the varying requirements of growth by innovation and competition in the industry. The prices are regulated based on the essential nature of the drugs. Further, the 2012 Policy regulates the price of formulations only, through market-based pricing. Accordingly, the formulations are required to be priced by fixing a ceiling price and the manufacturers of such drugs will be free to fix any price equal to or below the ceiling price.

Drugs (Price Control) Order, 2013 (the “DPCO”)

The DPCO was issued by the Central Government pursuant to Section 3 of the Essential Commodities Act, 1955. Under the DPCO the Central Government may issue directions to the manufacturers of active pharmaceutical ingredients or bulk drugs and formulations to increase production or sell such active pharmaceutical ingredient or bulk drug to such manufacturers of formulations and direct the formulators to sell the formulations to institutions, hospitals or any agency, procedures for fixing the ceiling price of scheduled formulations of specified strengths or dosages, retail price of new drug for existing manufacturers of scheduled formulations, method of implementation of prices fixed by Central Government and penalties for contravention of its provisions.

The DPCO provides that when an existing manufacturer of a drug with dosages and strengths as specified in National List of Essential Medicines launches a new drug, such existing manufacturer is required to apply for prior price approval of such new drug from the government. Under the provisions of the DPCO, every manufacturer of a schedule formulation intended for sale shall display in indelible print mark, the maximum retail price of that formulation with the words "Maximum Retail Price" preceding it and the words 'inclusive of all taxes' succeeding it, on the label of container of the formulation and the minimum pack thereof offered for retail sale.

The formulae for calculation of ceiling prices and retail prices of drug formulation have been laid down by the DPCO. The Central Government has the power under the DPCO to recover the sums charged in excess of this notified price from the manufacturer, importer or distributor and the said amounts are to be deposited in the Drugs Prices Equalisation Account. These provisions are applicable to all scheduled formulations irrespective of whether they are imported or patented, unless they are exempted. However, the prices of other drugs can be regulated, if warranted in public interest.

Further, the National Pharmaceutical Pricing Authority (“NPPA”) is an independent body of experts under the Ministry of Chemicals and Fertilizers established so as to implement and enforce the provisions of the Drugs (Prices Control) Order, 1995 for regulating medicine prices and ensuring availability of medicines in the country, in accordance with the powers delegated to it by the Central Government.

Essential Commodities Act, 1955

The Essential Commodities Act, 1955 gives power to the Government of India to, among other things, regulate production, distribution and quality of essential commodities including drugs, for maintaining or increasing supplies and for securing their equitable distribution and availability at fair prices. Using the powers under it, various ministries/departments of the Government have issued control orders for regulating production, distribution, quality aspects, movement and prices pertaining to the commodities which are essential and administered by them. The state governments have also issued various control orders to regulate aspects of trading in essential commodities.

Narcotic Drugs and Psychotropic Substances Act, 1985 (“NDPS Act”)

The NDPS Act lays down stringent provisions for the control and regulation of operations relating to narcotic drugs and psychotropic substances. It provides for the forfeiture of property derived from or used in the illicit traffic of narcotic drugs and psychotropic substances and seeks to ensure proper implementation of the provisions of the International Convention on Narcotic Drugs and Psychotropic Substances. The NDPS Act authorizes the Central Government to take all such measures as it deems necessary or expedient for the purposes of preventing and combating the abuse of narcotic drugs and psychotropic substances and the illicit trafficking thereof. The NDPS Act prohibits the production, manufacture, possession, sale, purchase, transportation, warehousing, usage, consumption, import or export of any narcotic drugs or psychotropic substances, except for medical or scientific purposes as provided. The Narcotic Drugs and Psychotropic Substances (Amendment) Act, 2014 (the “**NDPS Amendment Act**”) widens the ambit of the NDPS Act to include promoting the medical and scientific use of narcotic drugs and psychotropic substances.

The Narcotic Drugs and Psychotropic Substances Rules, 1985 (“**NDPS Rules**”) prescribes the requirement to obtain a license for the purpose of manufacturing of synthetic manufactured drugs. The licensee is not permitted to possess, sell or distribute the drugs otherwise than in accordance with the rules laid down by the state governments. It also prohibits the manufacturing of psychotropic substances without obtaining a license from the government. The Narcotics Drugs and Psychotropic Substances (Regulation of Controlled Substances) Order, 2013 (“**Regulation of Controlled Substances Order**”) prohibits the manufacture, possession and consumption.

National List of Essential Medicines, 2015 (“NLEM”)

The National List of Essential Medicines, 2015 (“NLEM”) has been introduced to replace the National List of Essential Medicines, 2011. This new list provides for 376 drugs as essential instead of the earlier 348. A total of 106 medicines have been added, and 70 medicines have been deleted to finalise the new list. The medicines in the NLEM should be available at affordable costs and with assured quality. The medicines used in the various national health programmes, emerging and re – emerging infections should be addressed in the list. The Government of India, Ministry of Health and Family Welfare (MOHFW) is mandated to ensure the quality of healthcare systems by assuring availability of safe and efficacious medicines for its population. A ‘Standing National Committee on Medicines’ has been constituted on July 3, 2018 to review and revise the national list of essential medicines by way of additions and deletions in the existing list in context of contemporary knowledge of use of therapeutic products in health and hygiene of the general public.

Uniform Code of Pharmaceutical Marketing Practices (UCPMP), 2014

The Uniform Code of Pharmaceuticals Marketing Practices, 2014 (“UCPMP Code”) is a voluntary code issued by the Department of Pharmaceuticals (“the Department”), Government of India relating to marketing practices for Indian pharmaceutical companies as well as the medical devices industry. At present, the UCPMP Code is applicable to pharmaceutical companies, medical representatives, agents of pharmaceutical companies such as distributors, wholesalers, retailers, and pharmaceutical manufacturer’s associations.

The UCPMP Code provides that no gifts, pecuniary advantages or benefits in kind may be supplied, offered or promised, to persons qualified to prescribe or supply drugs, by a pharmaceutical company or any of its agents. Further, as regards travel facilities, the UCPMP Code prohibits extending travel facility inside the country or outside, including rail, air, ship, cruise tickets, paid vacations, etc., to HealthCare Professionals and their family members for vacation or for attending conference, seminars, workshops, CME programmes etc. as a delegate.

Maharashtra Fire Prevention and Life Safety Measures Act, 2006 (the “Fire Safety Act”)

The Fire Safety Act has been enacted to make more effective provisions for fire prevention and life safety measures in various types of buildings in different areas in the State of Maharashtra, imposition of fee and constitution of a special fund. The Director or the Chief Fire Officer or the nominated officer may, after giving three hours’ notice to the occupier, or if there is no occupier, to the owner of any place or building or part thereof, enter and inspect such place or building or part thereof at any time between sunrise and sunset where such inspection appears necessary for ascertaining the adequacy or contravention of fire prevention and life safety measures. If the Director or the Chief Fire Officer is satisfied that due to inadequacy of fire prevention and life safety measures the condition of any place or building or part thereof is in imminent danger to person or property, then notwithstanding anything contained in this Act, or any other law for the time being in force, he shall, by order in writing, require the persons in possession or in occupation of such place or building or part thereof to remove themselves forthwith from such place or building or part thereof.

Environmental Law legislations

The Environment (Protection) Act, 1986 (“EPA”)

The EPA has been enacted for the protection and improvement of the environment. It stipulates that no person carrying on any industry, operation or process shall discharge or emit or permit to be discharged or emitted any environmental pollutant in excess of such standards as may be prescribed. Further, no person shall handle or cause to be handled any hazardous substance except in accordance with such procedure and after complying with such safeguards as may be prescribed. EPA empowers the Central Government to take all measures necessary to protect and improve the environment such as laying down standards for emission or discharge of pollutants, providing for restrictions regarding areas where industries may operate and generally to curb environmental pollution.

Water Prevention and Control of Pollution Act, 1974 (“Water Act”)

The Water Act aims to prevent and control water pollution and to maintain or restore wholesomeness of water. The Water Act provides for one Central Pollution Control Board, as well as State Pollution Control Boards, to be formed to implement its provisions. Any person intending to establish any industry, operation or process or any treatment and disposal system likely to discharge sewage or other pollution into a water body, is required to obtain the consent of the relevant state pollution control board by making an application.

Air Prevention and Control of Pollution Act, 1981 (“Air Act”)

The Air Act aims to prevent, control and abate air pollution, and stipulates that no person shall, without prior consent of the relevant State Pollution Control Board, establish or operate any industrial plant which emits air pollutants in an air pollution control area. They also cannot discharge or cause or permit to be discharged the emission of any air pollutant in excess of the standards laid down by the State Boards. The Central Pollution Control Board and the State Pollution Control boards constituted under the Water Act perform similar functions under the Air Act as well.

Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 (“Hazardous Waste Rules”)

The Hazardous Waste Rules regulate the management, treatment, storage and disposal of hazardous waste by imposing an obligation on every occupier and operator of a facility generating hazardous waste to dispose of such waste without harming the environment. Every occupier and operator of a facility generating hazardous waste must obtain authorization from the relevant State Pollution Control Board. Further, the occupier, importer or exporter is liable for damages caused to the environment resulting from the improper handling and disposal of hazardous waste and must pay any financial penalty that may be levied by the respective state pollution control board.

Biomedical Waste (Management and Handling) Rules, 2016 (“BWM Rules”)

The BWM Rules have been implemented to improve the collection, segregation, processing, treatment and disposal of bio-medical wastes in an environmentally sound manner. The BWM Rules apply to all persons who generate, collect, receive, store, transport, treat, dispose, or handle bio medical waste in any form. The BWM Rules require persons to obtain an authorization from the relevant state pollution control board for operating a facility which generates, receives, stores or disposes off biomedical waste. The BWM Rules provide the duties of the occupier of the premises. The standards and manner for treatment and disposal of the biomedical wastes have been laid down under the BWM Rules.

Other Environmental Laws and Regulations

The other environmental laws and regulations that are applicable to our Company include the following:

- Batteries (Management and Handling) Rules, 2001;
- Industries (Development and Regulation) Act, 1951;
- Mumbai Electricity Duty Rules, 1962;
- The Environmental Impact Assessment Notification, 2006.

Food Safety Regulation

The Food Safety and Standards Act, 2006

The FSSA was enacted on August 23, 2006 with a view to consolidate the laws relating to food and to establish the Food Safety and Standards Authority of India (“FSSAI”), for laying down science-based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import, to ensure availability of safe and wholesome food for human consumption. The FSSAI is required to provide scientific advice and technical support to the Government of India and the state governments in framing the policy and rules relating to food safety and nutrition.

The standards include specifications for ingredients, limit of quantities of contaminants, tolerance limits of pesticide drugs residue, biological hazards and labels; The FSSAI has also framed the following food safety and standards regulations in relation to nutraceuticals, namely the Food Safety and Standards (Food or Health Supplements, Nutraceuticals, Foods for Special Dietary Uses, Foods for Special Medical purpose, Functional Foods, and Novel Food) Regulations, 2016 which would be applicable to us.

Taxation Laws

As per notice dated June 28, 2017 by the Ministry of Finance, with effect from July 1, 2017 Goods and Services Tax legislations (including Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act

2017, States Goods and Services Tax Act, 2017 and Union Territory Goods and Services Tax Act, 2017) are applicable to our Company.

We are also subject to the provisions of other tax laws like Income Tax, Professional Tax, Customs, etc.

Intellectual Property

In general, the Intellectual Property Rights includes but is not limited to the following enactments:

Indian Patents Act, 1970

A patent is an intellectual property relating to inventions and is the grant of exclusive right, for a limited period, provided by the Government to the patentee, in exchange of full disclosure of his invention, for excluding others from making, using, selling, importing the patented product or process producing the product. The term invention means a new product or process involving an inventive step capable of industrial application.

The Trademarks Act, 1999

The Trademarks Act provides for the application and registration of trademarks in India for granting exclusive rights to marks such as a brand, label and heading and obtaining relief in case of infringement. The act prohibits any registration of deceptively similar trademarks or chemical compounds among others. It also provides for infringement, falsifying and falsely applying for trademarks.

Other Applicable Laws

Shops & Establishments legislations in various states

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 conditions of work and employment in shops and commercial establishments and generally prescribe obligations in respect of *inter alia* registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety measures and wages for overtime work.

The Indian Boilers Act, 1923 (“Boilers Act”)

The Boilers Act pertains to regulation of possession of steam boilers. Under the provisions of the Boilers Act, an owner of a boiler is required to get the boiler registered and certified for its use, by the Inspector so appointed by the State Governments. The Boilers Act also provide for penalties for illegal use of boilers.

The Legal Metrology Act, 2009 (“Legal Metrology Act”)

The Legal Metrology Act was enacted to establish and enforce standards of weights and measures and to regulate trade and commerce in weights and measures and other goods which are sold or distributed by weight, measure or number. Under this Act, all the manufacturers of packaged merchandise are required to obtain a license from Controller, Legal Metrology, Government of India. Further, a company may also nominate a director who would, along with the company, be held responsible for any act resulting in violation of provisions of the Legal Metrology Act. The Legal Metrology (Packaged Commodities) Rules, 2011 framed under the Legal Metrology Act lay down specific provisions applicable to packages intended for retail sale, wholesale packages and for export and import of packaged commodities and also provide for registration of manufacturers and packers.

Legal Metrology (Packaged Commodities) Rules, 2011

The Packaged Commodities Rules were framed under Section 52 (2) (j) and (q) of the Legal metrology Act, 2009 and lays down specific provisions applicable to packages intended for retail sale, whole sale and for export and import. A “pre – packaged commodity” means a commodity which without the purchaser being present is placed in a package of whatever nature, whether sealed or not, so that the product contained therein has a pre – determined quantity. The key provisions of the Packaged Commodities Rules are:

- It is illegal to manufacture, pack, sell, import, distribute, deliver, offer, expose or possess for sale any pre – packaged commodity unless the package is in such standard quantities or number and bears thereon such declarations and particulars as prescribed.
- All pre – packaged commodities must conform to the declarations provided thereon as per the requirement of Section 18 (1) of the Legal Metrology Act, 2009.
- No pre – packaged commodity shall be packed with error in net quantity beyond the limit prescribed in the first schedule of the Packaged Commodity Rules.

The Petroleum Act, 1934 read with the Petroleum Rules, 2002

The Petroleum Act, 1934 provides that no person shall produce, refine, blend, store or transport petroleum except in accordance with the rules framed by the GoI under the Petroleum Act, 1934. The Petroleum Rules, 2002 now regulate these activities.

The Explosives Act, 1884 (“Explosives Act”)

The Explosives Act regulates the manufacture, possession, use, sale, transport, import and export of explosives in India. The Gas Cylinders Rules, 2004 (“**Gas Cylinder Rules**”) was enacted by the Central Government in exercise of the powers conferred by section 5 and 7 of the Explosives Act. The Gas Cylinders Rules prohibits possession of cylinder filled with compressed gas of specified type and quantity except under and in accordance with the conditions of licence granted under the Gas Cylinder Rules.

Standard Weight and Measures Act, 1976

The Standard Weight and Measures Act, 1976 provides for establishing standards of weights and measures to regulate trade or commerce in weights, measures and other goods which are sold or distributed by weight, measure or number. The Central Government has the power, in relation to any weight or measure to prescribe the physical characteristics, configuration, constructional details, materials, equipment, performance, tolerances, methods or procedures of tests in accordance with the recommendations made by the International Organisation of Legal Metrology. Where no such recommendation has been made, the Central Government has the power to prescribe physical characteristics, configuration, constructional details, materials, equipment, performance, tolerances, methods or procedures of tests in relation to any weight or measure that it may think fit.

Standards of Weights and Measures (Packaged Commodities) Rules, 1977 (“Packaged Commodities Rules”)

The Packaged Commodities Rules apply to commodities which are in packaged form and which are intended or likely to be sold, distributed or delivered or offered or displayed for sale, distribution or delivery, or; stored for sale, or for distribution or delivery, in the course of inter-State trade and commerce. There are various rules made for the packages which are intended for retail sale and also for pre-packaging of commodities which are intended to sell, store or distribute.

Prevention of Food Adulteration Act, 1954 (“PFA Act”)

The provisions of the Prevention of Food Adulteration Act, 1954 intend to prevent adulteration of food. The Central Government has the power to constitute a central committee for food standards to advise the Central Government and State Governments on matters arising out of the administration of this act and to carry out the other functions assigned to it under the PFA Act. The PFA Act provides for penalty for persons manufacturing, selling, storing, distributing and importing into India, any (i) adulterated food; (ii) any misbranded food; (iii) any article of food for import for which a license is prescribed, except in accordance with the conditions of the license; (iv) any article of food the sale of which is for the time being prohibited by the Food (Health) Authority’ and (iv) any article of food which is in contravention of any provision of the act and rule made thereunder.

Foreign Investment and Trade laws

Foreign Exchange Management Act, 1999

Foreign investment in India is primarily governed by the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) and the rules and regulations promulgated there under. The act aims at amending the law relating to foreign exchange with facilitation of external trade and payments for promoting orderly developments and maintenance of foreign exchange market in India. It applies to all branches, offices and agencies outside India

owned or controlled by a person resident in India and also to any contravention thereunder committed outside India by any person to whom this Act applies. Every exporter of goods is required to a) furnish to the Reserve Bank or to such other authority a declaration in such form and in such manner as may be specified, containing true and correct material particulars, including the amount representing the full export value or, if the full export value of the goods is not ascertainable at the time of export, the value which the exporter, having regard to the prevailing market conditions, expects to receive on the sale of the goods in a market outside India; b) furnish to the Reserve Bank such other information as may be required by the Reserve Bank for the purpose of ensuring the realization of the export proceeds by such exporter. The Reserve Bank may, for the purpose of ensuring that the full export value of the goods or such reduced value of the goods as the Reserve Bank determines, having regard to the prevailing market conditions, is received without any delay, direct any exporter to comply with such requirements as it deems fit. Every exporter of services shall furnish to the Reserve Bank or to such other authorities a declaration in such form and in such manner as may be specified, containing the true and correct material particulars in relation to payment for such services.

Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 (“FEMA 20”)

The RBI, in exercise of its power under the FEMA, has notified FEMA 20 with effect from November 7, 2017 to prohibit, restrict or regulate, transfer by or issue of security to a person resident outside India. FEMA 20 lays down that no prior consent and approval is required from the RBI for FDI under the “automatic route” within the specified sectoral caps. In respect of all industries not specified as FDI under the automatic route, and in respect of investment in excess of the specified sectoral limits under the automatic route, approval may be required from the relevant ministry/ministries of the Government and/or the RBI.

FDI Policy by DIPP

Under the current FDI Policy of 2017, (effective from August 28, 2017) foreign investment up to 100% of the paid-up share capital of a company engaged in the pharmaceutical sector is permitted under the automatic route for greenfield investments, whereas for brownfield investments, foreign investment up to 74% of such company’s paid-up share capital is permitted under the automatic route and foreign investment exceeding 74% up to 100% is permitted under the government route (i.e., with a prior approval from the Government of India).

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was originally incorporated as ‘Ankur Pharmaceuticals Private Limited’ under the Companies Act, 1956, pursuant to a certificate of incorporation dated September 27, 1985 issued by the RoC. The name of our Company was changed to ‘Themis Laboratories Private Limited’, pursuant to a fresh certificate of incorporation issued by the RoC on April 5, 2002. Subsequently, the name of our Company was changed to ‘Inventia Healthcare Private Limited’, pursuant to a fresh certificate of incorporation issued by the RoC on March 16, 2009. Thereafter, our Company was converted into a public limited company pursuant to a special resolution passed in the extraordinary general meeting of the Shareholders of our Company held on June 22, 2018 and consequently the name of our Company was changed to its present name ‘Inventia Healthcare Limited’, pursuant to a fresh certificate of incorporation issued by the RoC on June 29, 2018

Corporate profile

For information of our Company’s corporate profile, including details of our business activities, services, products, technology, market and geographical segments, capacity built-up, marketing, growth of our business, managerial competence, standing of our Company with reference to prominent competitors in connection with our products, major suppliers and customers, environmental issues, if any, geographical segment, exports and profits of our Company due to its foreign operations, etc., see “*Our Business*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*”, “*Risk Factors*”, “*Our Management*” and “*Financial Statements*” beginning on pages 113, 280, 17, 138 and 162, respectively.

Changes in registered office of our Company

The details of change in the registered office of our Company since incorporation are given below:

Effective date	Details of change	Reasons for change
August 1, 1992	The registered office of our Company was shifted from Saujanya, 30 Vallabh Nagar Society, 3 rd N S Road, JVPD Scheme Bombay 400056 to Unit S – 4, Khira Industrial Premises Co-operative Society Limited, B. M. Bhargava Road, Santacruz (West), Mumbai – 400 054.	Administrative and operational convenience.
December 1, 2012	The registered office of our Company was shifted from Unit S – 4, Khira Industrial Premises Co-operative Society Limited, B M Bhargava Road, Santacruz (West), Mumbai – 400054 to Unit 703 and 704, 7 th Floor, Hubtown Solaris, N. S. Phadke Marg, Andheri (East), Mumbai - 400 069.	Administrative and operational convenience.

Changes in name of our Company

The details of change in the name of our Company since incorporation are given below:

Effective date	Details of change	Reasons for change
April 5, 2002	The name of our Company was changed from Ankur Pharmaceuticals Private Limited to Themis Laboratories Private Limited. (“ Themis ”)	The name of our Company was changed to “ <i>Themis Laboratories Limited</i> ” pursuant to our acquisition of the partnership firm “Themis Laboratories”.
March 16, 2009	The name of our Company was changed from Themis Laboratories Private Limited to Inventia Healthcare Private Limited.	Our Company decided to delink itself from the Themis Group and build an independent company for itself.
June 29, 2018	The name of our Company was changed from Inventia Healthcare Private Limited to Inventia Healthcare Limited	Conversion from a private limited company to a public limited company

Main objects as set out in the Memorandum of Association of our Company

The main objects contained in the Memorandum of Association of our Company are:

“To manufacturer and to carry on business as traders, dealers, exporters, importers, consignees, consignors, principals, owners, agents, conductors, loan licencees, repackers or factors and either wholesale or retain in or of any pharmaceuticals, nutraceuticals, medical and chemical drugs, allopathic, ayurvedic and/or unani or combination thereof, patent medicines, biological, immunological and therapeutic preparations, antibiotics, herbal, veterinary medicines, insecticides, pesticides, alkalies, acids, essences, disinfectants, baby and invalid food stuffs, organic and or mineral intermediates, chemicals fine chemicals and laboratory chemicals of any nature and kind whatsoever.”

The main objects as contained in the Memorandum of Association enable our Company to carry on the business presently being carried out, and the activities for which the loans were taken, which are proposed to be repaid from the Fresh Issue proceeds. For further details, see *“Objects of the Offer”* on page 83.

Amendments to the Memorandum of Association

Set out below are the amendments to the Memorandum of Association since the incorporation of our Company:

Date of change/shareholders' resolution	Nature of Amendment
February 23, 1994	Clause V (a) of the Memorandum of Association was amended to reflect the increase in the authorised share capital from ₹200,000 divided into 20,000 Equity Shares of ₹10 each to ₹1,000,000 divided into 100,000 Equity Shares of ₹10 each.
April 5, 2002	Clause I of the Memorandum of Association was amended to reflect the change in name of the Company from Ankur Pharmaceuticals Private Limited to Themis Laboratories Private Limited.
January 24, 2004	Clause V (a) of the Memorandum of Association was amended to reflect the increase in the authorised share capital from ₹1,000,000 divided into 100,000 Equity Shares of ₹10 each to ₹10,000,000 divided into 1,000,000 Equity Shares of ₹10 each.
February 13, 2006	Capital Clause V (a) of the Memorandum of Association was amended to reflect the increase in the authorised share capital from ₹10,000,000 divided into 1,000,000 Equity Shares of ₹10 each to ₹60,000,000 divided into 6,000,000 Equity Shares of ₹10 each.
December 15, 2006	Clause V (a) of the Memorandum of Association was amended to reflect the increase in the authorised share capital from ₹60,000,000 divided into 6,000,000 Equity Shares of ₹10 each to ₹100,000,000 divided into 10,000,000 Equity Shares of ₹10 each.
March 16, 2009	Clause I of the Memorandum of Association was amended to reflect the change in the name of the Company from Themis Laboratories Private Limited to Inventia Healthcare Private Limited.
June 22, 2018	Clause V (a) of the Memorandum of Association was amended to reflect the increase in the authorised share capital from ₹100,000,000 divided into 100,00,000 Equity Shares of ₹10 each to ₹250,000,000 divided into 25,000,000 Equity Shares.
June 29, 2018	Clause I of the Memorandum of Association was amended to reflect the new name of our Company pursuant to the conversion of our Company from a private limited company to a public limited company, 'Inventia Healthcare Limited' and to reflect the applicability of the Companies Act, 2013 to a public limited company.

Major events and milestones of our Company

The table below sets forth some of the major events in the history of our Company:

Calendar Year	Milestones
1985	Our Company was incorporated as a private limited company.
2002	Our Company filed process patent for the anti-diabetic molecule.
2004	Our R&D centre at Thane received approval by Department of Science and Technology, Government of India.
2005 – 2006	Our Company was granted four patents and finalized two technology transfers with overseas and Indian pharmaceuticals companies.
2009	Our manufacturing facility at Ambarnath operationalized and received WHO GMP certification.

Calendar Year	Milestones
2011	Our Ambernath Facility received an approval by USFDA, Korean FDA.
2012	Our Ambernath Facility received an approval by ANVISA
2014	Our Ambernath Facility received an approval by UKMHRA.
2014 – 2015	Our Company filed 13 ANDAs.
2015	Our Ambernath Facility received good manufacturing practice certificate by INVIMA, Colombia.
2015	Our Ambernath Facility received a product approval in Europe.
2016	Our Ambernath Facility received good manufacturing practice certificate by COFEPRIS, Mexico.
2016	Our Ambernath Facility received good manufacturing practice certificate by Jordan FDA.
2018	Our Company commercialized 1 st product in UK.

Awards and accreditations

The table below sets forth some of the awards and accreditations received by our Company:

Calendar year	Awards and accreditation
2008	Awarded the 'Business Partner of Choice' by Piramal Healthcare
2011	Awarded the 'Valuable Business Associate' by ABBOTT
2012	Awarded the 'Preferred Supplier' by UNILAB
2013	Received an appreciation for contribution as a business partner by ABBOTT
2015	Awarded for outstanding support by BAYER
2015	Awarded 'Samanvay' by ABBOTT
2016	Awarded 'Samanvay' by ABBOTT for contribution as business partner
2017	Awarded the 'Preferred Supplier' by UNILAB

Other details regarding our Company

Capital raising activities through equity and debt

For details regarding our Company's capital raising activities through equity and debt, as applicable, see "Capital Structure" on page 69. For details of outstanding loans availed by us as on July 31, 2018, see "Financial Indebtedness" on page 312.

Time and cost overruns

Our Company has not experienced any significant time or cost overruns pertaining to our business operations since incorporation.

Defaults or rescheduling of borrowings with financial institutions/banks and conversion of loans into equity

- (i) Our Company has not defaulted on repayment of any loan availed from any bank or financial institution;
- (ii) The tenure of repayment of any loan availed by our Company from banks or financial institutions have not been rescheduled; and
- (iii) None of loans availed by our Company has been converted into Equity Shares.

Strikes and lock-outs

Except one incident of labour unrest in Thane in 1994, we have not experienced any strikes or labour unrests.

Changes in the activities of our Company during the last five years

There has been no change in the activities of our Company during the last five years from the date of this Draft Red Herring Prospectus which have had a material effect on the profit/loss account of our Company, including discontinuance of a line of business, loss of agencies or markets and similar factors.

Injunctions or restraining orders against our Company

As on the date of this Draft Red Herring Prospectus, our Company is not operating under any injunction or restraining order.

Details regarding acquisition of business/undertakings, mergers and amalgamation

Except as stated below, our Company has not acquired any business or undertaking, and has not undertaken any merger and/or amalgamation:

Our Company acquired Themis Laboratories, a partnership firm formed under the Indian Partnership Act, 1932 from Maya Shah and Vinodkanta Shah as a going concern with effect from September 27, 1985 pursuant to a deed of assignment dated October 15, 1985 entered into between Maya Shah, Vinodkanta Shah and our Company. Our Company purchased the entire business of Themis Laboratories with all its undertakings, rights, assets and liabilities for an aggregate consideration of ₹416.

Revaluation of assets

Our Company has not revalued its assets since its incorporation.

Total number of shareholders of our Company

As on the date of this Draft Red Herring Prospectus, our Company has 10 shareholders. For further details regarding our Shareholders, see “*Capital Structure – Shareholding Pattern of our Company*” on page 78.

Strategic or Financial Partners

As on the date of this Draft Red Herring Prospectus, there are no strategic or financial partners of our Company.

Our Holding Company

We do not have a holding company.

Our subsidiaries and joint ventures

We do not have a subsidiary or a joint venture.

Shareholders’ agreements

Material Agreements

A. *Share Subscription and Shareholders’ Agreement*

Share Subscription and Shareholders’ Agreement dated June 16, 2008 among NYLIM Jacob Ballas India Fund III, LLC (the “NYLIM JB”), our Company and Janak Shah and Maya Shah (together with the Investor, “Parties to the SHA”) (the “Shareholders’ Agreement”)

Pursuant to the Shareholders’ Agreement, NYLIM JB had subscribed to 1,833,000 Equity Shares aggregating to a total subscription amount of ₹ 900.00 million pursuant to the Shareholders’ Agreement in two tranches of 1,222,000 Equity Shares and 611,000 Equity Shares for a consideration of ₹ 600.00 million and ₹ 300.00 million, respectively.

The Shareholders’ Agreement provides for certain special rights and obligations including affirmative voting rights on certain reserved matters, anti-dilution rights, tag along rights, transfer and transmission of shares by Promoters, inter-se transfer between the Promoters and their affiliates and the right to nominate one Director by NYLIM JB.

Further, NYLIM JB, our Company, Janak Shah and Maya Shah have entered into an amendment agreement dated September 19, 2018 (the “**Amendment Agreement**”) in relation to the termination of the Shareholders’ Agreement pursuant to an initial public offering.

Pursuant to the Amendment Agreement, the Parties to the Shareholders' Agreement have agreed that the Shareholders' Agreement shall terminate upon listing of the Equity Shares on the Stock Exchanges pursuant to the initial public offering of the Company on or before March 31, 2019 or such other date as may be mutually agreed among parties in writing ("**Long Stop Date**"). In the event the listing of the Equity Shares is not achieved on or before the Long Stop Date, the Amendment Agreement shall terminate on the Long Stop Date and all rights of NYLIM JB under the Shareholders' Agreement shall continue to remain in full force and effect.

Other agreements

Our Company has not entered into any material contract which is not in the ordinary course of business carried on or intended to be carried on by our Company in the last two years preceding this Draft Red Herring Prospectus.

Guarantees issued by our Promoters on behalf of our Company

Certain of our Promoters have provided personal guarantees amounting to ₹2,200 million to our lenders, as on July 31, 2018, in relation to the outstanding loans availed by our Company. For further details please see "*Financial Indebtedness*" on page 312.

S. No.	Name of the lender	Amount (in ₹ million)	Period of guarantee	Reasons	Obligations on our Company	Financial implications in case of default	Security	Consideration
1.	HDFC Bank	200	4 years	Security for Company borrowings from HDFC	Lien in favour of the bank on all stocks, shares, securities, property and book debts worth ₹106 crores	<ul style="list-style-type: none"> • Guarantor's property may be subject to realization by bank • In the event of guarantor's failure to pay to bank, the outstanding amount shall bear and carry 18.5% per annum or such other rate as the lender may in its absolute discretion stipulate. 	Guarantor's assets	Nil
2.	HDFC Bank	125	5 years	Security for Company borrowings from HDFC	Lien in favour of the bank on all stocks, shares, securities, property and book debts worth ₹113 crores	<ul style="list-style-type: none"> • Guarantor's property may be subject to realization by bank 	Guarantor's assets	Nil
3.	HDFC Bank	500	5 years	Security for Company borrowings from HDFC	Lien in favour of the bank on all stocks, shares, securities, property and	<ul style="list-style-type: none"> • Guarantor's property may be subject to realization by bank 	Guarantor's assets	Nil

S. No.	Name of the lender	Amount (in ₹ million)	Period of guarantee	Reasons	Obligations on our Company	Financial implications in case of default	Security	Consideration
					book debts worth ₹99 crores			
4.	HDFC Bank	125	4 years	Security for Company borrowings from HDFC	Lien in favour of the bank on all stocks, shares, securities, property and book debts worth ₹116 crores	<ul style="list-style-type: none"> Guarantor's property may be subject to realization by bank In the event of guarantor's failure to pay to bank, the outstanding amount shall bear and carry 18.5% per annum or such other rate as the lender may in its absolute discretion stipulate. 	Guarantor's assets	Nil
5.	HDFC Bank	500	5 years	Security for Company borrowings from HDFC	Lien in favour of the bank on all stocks, shares, securities, property and book debts worth ₹108 crores	<ul style="list-style-type: none"> Guarantor's property may be subject to realization by bank In the event of guarantor's failure to pay to bank, the outstanding amount shall bear and carry 18.5% per annum or such other rate as the lender may in its absolute discretion stipulate. 	Guarantor's assets	Nil
6.	HDFC Bank	750	5 years	For funding/liquidity requirements of the Company	<ul style="list-style-type: none"> Stock and book debts (first charge by way of hypothecation) Commercial property Personal guarantee Plant and machinery; fixed deposits 	<ul style="list-style-type: none"> Guarantor's property may be subject to realization by bank In the event of guarantor's failure to pay to bank, the outstanding amount shall 	Guarantor's assets	Nil

S. No.	Name of the lender	Amount (in ₹ million)	Period of guarantee	Reasons	Obligations on our Company	Financial implications in case of default	Security	Consideration
						bear and carry 18.5% per annum or such other rate as the lender may in its absolute discretion stipulate.		

OUR MANAGEMENT

In terms of our Articles of Association, the number of Directors on our Board shall not be less than three and not more than 15.

As on the date of this Draft Red Herring Prospectus, our Board comprises of 10 Directors, out of which five are Independent Directors, four are Executive Directors including one woman Director and one is a Nominee Director. The Chairman of our Board is an Executive Director.

Our Board has been constituted in compliance with the applicable provisions of the Companies Act, 2013 and the SEBI Listing Regulations.

Board of Directors

The following table sets forth the details of our Board as on the date of filing of this Draft Red Herring Prospectus with SEBI:

Name, designation, address, occupation, nationality, term of appointment and DIN	Age (In Years)	Other Directorships
<p><i>Name:</i> Janak Shah</p> <p><i>Designation:</i> Chairman and Managing Director</p> <p><i>Address:</i> 30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056</p> <p><i>Occupation:</i> Business</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Five years with effect from April 1, 2017</p> <p><i>DIN:</i> 00019819</p>	70	Nil
<p><i>Name:</i> Maya Shah</p> <p><i>Designation:</i> Whole-time Director</p> <p><i>Address:</i> 30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056</p> <p><i>Occupation:</i> Business</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Five years with effect from April 1, 2017 and liable to retire by rotation</p> <p><i>DIN:</i> 00019904</p>	68	Nil
<p><i>Name:</i> Ankur Shah</p> <p><i>Designation:</i> Whole-time Director</p> <p><i>Address:</i> 30, Saujanya, Vallabh Nagar Society, N.S. Road – 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056</p> <p><i>Occupation:</i> Business</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Five years with effect from April 1, 2017 and liable to retire by rotation</p> <p><i>DIN:</i> 01656781</p>	40	Nil

Name, designation, address, occupation, nationality, term of appointment and DIN	Age (In Years)	Other Directorships
<p><i>Name:</i> Vishal Shah</p> <p><i>Designation:</i> Whole-time Director</p> <p><i>Address:</i> 30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (W), Mumbai – 400 056</p> <p><i>Occupation:</i> Business</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> With effect from May 11, 2018 up to March 31, 2023 and liable to retire by rotation</p> <p><i>DIN:</i> 05349303</p>	38	Inknowledge Development Private Limited
<p><i>Name:</i> Sunil Chawla</p> <p><i>Designation:</i> Nominee Director</p> <p><i>Address:</i> C-41, Sector-44, Noida, Gautam Buddha Nagar, Noida – 201301</p> <p><i>Occupation:</i> Service</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of appointment:</i> With effect from June 8, 2018 and not liable to retire by rotation</p> <p><i>DIN:</i> 00865320</p>	55	Karaikal Port Private Limited
<p><i>Name:</i> Prabuddha Ganguli</p> <p><i>Designation:</i> Independent Director</p> <p><i>Address:</i> 201 Sunview Heights, 262 Sher-E-Punjab, Andheri (East), Mumbai – 400 093</p> <p><i>Occupation:</i> Professional</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Three years with effect from April 26, 2016</p> <p><i>DIN:</i> 03091961</p>	70	Nil
<p><i>Name:</i> Sri Krishna Akkipeddi</p> <p><i>Designation:</i> Independent Director</p> <p><i>Address:</i> H. No. 1347, Pocket – C, Sector – 1, Vasant Kunj, South West Delhi – 110 070</p> <p><i>Occupation:</i> Service</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Three years with effect from April 26, 2016</p> <p><i>DIN:</i> 07498771</p>	62	Cure2health Private Limited
<p><i>Name:</i> Nagesh Pinge</p>	59	1. Saurashtra Freight Private Limited;

Name, designation, address, occupation, nationality, term of appointment and DIN	Age (In Years)	Other Directorships
<p><i>Designation:</i> Independent Director</p> <p><i>Address:</i> B-403, Rajkamal CHS, Subhash Road, Vile Parle (East), Mumbai – 400 057</p> <p><i>Occupation:</i> Chartered Accountant</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Three years with effect from July 24, 2018</p> <p><i>DIN:</i> 00062900</p>		<p>2. Motilal Oswal Trustee Co. Limited;</p> <p>3. Multi Commodity Exchange Clearing Corporation Limited; and</p> <p>4. NKGSB Co-operative Bank Limited</p>
<p><i>Name:</i> Nipun Mehta</p> <p><i>Designation:</i> Independent Director</p> <p><i>Address:</i> B-121, Grand Paradi, August Kranti Marg, Kemp's Corner, Mumbai – 400 036</p> <p><i>Occupation:</i> Professional</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Three years with effect from July 24, 2018</p> <p><i>DIN:</i> 00255831</p>	55	Nil
<p><i>Name:</i> Ved Jain</p> <p><i>Designation:</i> Independent Director</p> <p><i>Address:</i> 100, Babar Road, Opposite Hotel Lalit, New Delhi – 110 001</p> <p><i>Occupation:</i> Professional</p> <p><i>Nationality:</i> Indian</p> <p><i>Term of Appointment:</i> Three years with effect from July 24, 2018</p> <p><i>DIN:</i> 00485623</p>	64	<p>1. Himachal Futuristic Communications Limited;</p> <p>2. Multi Commodity Exchange Clearing Corporation Limited; and</p> <p>3. DLF Limited</p>

Brief profiles of our Directors

Janak Shah is the Chairman and Managing Director of our Company. He holds a bachelor's degree in pharmacy from the Gujarat University. He has over 25 years of experience in the pharmaceutical industry. He is currently responsible for the strategic growth initiatives which include diversification of the ongoing business and exploring new technologies to be used in the manufacturing process. He has been a Director on our board since incorporation.

Maya Shah is a Whole-time Director of our Company. She holds a bachelor's degree in pharmacy from the Gujarat University. She has over 25 years of experience in the pharmaceutical industry. She oversees technical and quality control areas. She has been a Director on our board since incorporation.

Ankur Shah is a Whole-time Director of our Company. He has completed bachelor's in pharmaceutical sciences from the University of Mumbai and Ph.D. in pharmacy from the University of Iowa. He has experience in the field of product development and scientific research. Prior to joining our Company, he worked with Nektar Therapeutics as an associate scientist. He is currently responsible for business development and strategy with focus on current and new business opportunities in our Company. He has been a Director on our Board since July 4, 2008.

Vishal Shah is a Whole-time Director of our Company. He holds a bachelor's degree in engineering from the University of Mumbai, a master's degree in biomedical engineering from the Southwestern Medical School, University of Texas at Arlington and a master's degree in business administration from the Southern Methodist University, Texas. He has experience in the field of quality management, process engineering and project management. Prior to joining our Company, he worked with Avail Medical Products, Terumo Cardiovascular Systems and Flextronics Inc. He is currently responsible for manufacturing process and has been on a Director on our Board since May 11, 2018.

Sunil Chawla is a Nominee Director of our Company and has been nominated by NYLIM JB pursuant to a share subscription and shareholder's agreement dated June 16, 2008 entered into with our Company. He holds a bachelor's degree in commerce from the University of Delhi and is a fellow of the Institute of Chartered Accountants of India since 1992. He has experience in private equity, mergers and acquisitions and corporate advisory, corporate finance, investment advisory and management, project finance, assurance, taxation and accounting. He is currently working with Jacob Ballas India Capital Private Limited as a Partner. Prior to that, he worked with Sahni Natarajan & Bahl, Chartered Accountants, as a consultant, International Development Research Centre, Canada, as regional finance and administration manager at the South Asia regional office and Tata Finance Limited as senior manager – corporate finance. He has been a Director on our Board since June 8, 2018.

Prabuddha Ganguli is an Independent Director of our Company. He holds a bachelor's degree in science from the University of Bombay and a master's degree of science in chemistry from the Indian Institute of Technology, Kanpur. He holds a Ph.D. in science from the University of Bombay. He has experience in the field of intellectual property and he is a registered patent agent under the Patents Act, 1970. Prior to joining our Company, he worked in Hindustan Lever Limited. He has been presented with the award for “Outstanding Contribution – Intellectual Property” by Pharma-Bio World Awards in 2011, “Vigyan Sanstha Ratna Award” from the Institute of Science (Mumbai) Alumni Association in 2011 and “TAA Excellence Award 2014” for his work in the field of intellectual property rights, information security and knowledge management by the Tata Institute of Fundamental Research Alumni Association. He has been a Director on our Board since June 4, 2010.

Sri Krishna Akkipeddi is an Independent Director of our Company. He holds a bachelor's degree in science from the University of Delhi and a master's degree in science from Agra University. He has experience in the field of public and governmental affairs. Prior to joining our Company, he has worked with companies such as Tata Projects Limited as assistant general manager (commercial), Pfizer Limited as director – public affairs, Johnson and Johnson Limited as Director – government affairs, MSD Pharmaceuticals Private Limited as director – external affairs and Ranbaxy Laboratories Limited as the global head – corporate affairs and corporate communications. He currently holds the position of Director – India, scientific and governmental affairs in L'Oréal India Private Limited. He has been a Director on our Board since April 26, 2016.

Nagesh Pinge is an Independent Director of our Company. He has completed bachelor's in commerce as well as law from the University of Mumbai. He has passed the examination held by the Institute of Chartered Accountants India. He has experience in the field of internal audit. Prior to joining our Company, he has worked with ICICI Bank Limited as senior general manager, Reliance Retail Limited as president-chief executive of internal audit and compliance, JSW Energy Limited as president of internal audit and Tata Motors Limited as vice president of internal audit. He has been awarded by the committee for members in industry for his exceptional performance and achievements as “CA. CFO in the Engineering and Capital Goods Sector” category, at the ICAI awards 2014 and been conferred with the award for “Outstanding Contribution in the Field of Internal Auditing” by the Asian Confederation of Institutes of Internal Auditors in 2017. He has been a Director on our board since July 24, 2018.

Nipun Mehta is an Independent Director of our Company. He holds a bachelor's degree in commerce from the University of Mumbai. He is a fellow member of the Institute of Chartered Accountants India. He has experience in the field of equity markets, private banking and wealth management. Prior to joining our Company, he worked with the IL&FS Investsmart Limited as vice president and Société Générale Wealth Management Solutions Private Limited as chief executive officer and executive director. He was on the “G P Gupta Committee on Market Making”, committee for framing guidelines for “Buy Back of Shares” and group on “Risk Management Systems for the Equity Market” set up by the SEBI. He has been awarded the “Outstanding Young Private Banker” award by Private Banker International in 2009. He has been a Director on our board since July 24, 2018.

Ved Jain is an Independent Director of our Company. He holds a bachelor's degrees in science from the University of Punjab and has completed bachelor's in arts from the University of Punjab. He also has a bachelor's

in law from the University of Delhi. He has experience in the field of advisory, finance and tax planning. He is a certified chartered accountant and a fellow member of the Institute of Chartered Accountants of India. He is also an advocate registered with the bar council of Delhi and is a life member of the Indian Council of Arbitration. Previously, he has served as the President of the Institute of Chartered Accountants of India, board of the International Federation of Accountants, Chairman of the National Council on Direct Taxes of ASSOCHAM and as the member of the board of governors of Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India. He has been a Director on our board since July 24, 2018.

Relationship between our Directors

Except, (i) Janak Shah and Maya Shah who are spouses; (ii) Ankur Shah and Vishal Shah who are the sons of Janak Shah and Maya Shah; and (iii) Ankur Shah and Vishal Shah who are brothers, none of the directors are related to each other.

Details of directorship in companies suspended or delisted

None of our Directors is or was a director of any company listed on the Stock Exchanges, whose shares are or were suspended from being traded during the last five years prior to the date of this Draft Red Herring Prospectus.

None of our Directors have been or are directors on the boards of listed companies that have been/ were delisted from any stock exchange in India.

Wilful defaulter and violation under securities law

Our Directors have not been declared as wilful defaulters as defined under the SEBI ICDR Regulations, and there are no violations of securities laws committed by our Directors in the past and no proceedings for violation of securities laws are pending against our Directors as on the date of this Draft Red Herring Prospectus.

Arrangement or understanding with major Shareholders, customers, suppliers or others

Except Sunil Chawla, who has been appointed as a Nominee Director on our Board pursuant to the shareholders agreement dated June 16, 2008 entered between our Company, NYLIM JB, none of our Directors have been appointed either as a director or a member of the senior management, pursuant to any arrangement or understanding with our major Shareholders, customers, suppliers or others.

Service contracts with Directors

Our Company has entered into service agreement with Janak Shah, Maya Shah, Ankur Shah and Vishal Shah in relation to their appointment as Executive Directors. Our Company has not entered into any service contract with our Directors which provides for benefits upon termination of directorship.

Terms of appointment of our Executive Directors

1. Janak Shah

Our Board of Directors in its meeting held on April 28, 2017 approved the re-appointment of Janak Shah as the Chairman and Managing Director for a period of five years with effect from April 1, 2017. The shareholders approved the continuation of his appointment till the end of his tenure as Managing Director after attaining the age of 70 years by a resolution dated June 8, 2018. The following table sets forth the terms of appointment as per the service agreement dated May 11, 2017 entered into with Janak Shah, as amended vide an amendment agreement dated September 18, 2018:

Salary	₹ 0.50 million per month, subject to a maximum of ₹ 2.00 million per month
House Rent Allowance	₹ 0.40 million per month.
Other perquisites and allowances	(a) Car: Free use of Company's car and driver with all expenses on maintenance and running in respect thereof to be paid by the Company. (b) Provident Fund: As per the rules of the Company, currently in force.

	<p>(c) Gratuity: Benefits in accordance with the rules and regulations of the Company subject to the restrictions under the Payment of Gratuity Act, 1972.</p> <p>(d) Medical Expenses: Reimbursement of expenses actually incurred for self, spouse, dependents, children, including hospitalisation expenses, nursing home charges, treatment expenses, surgical expenses travelling expenses, etc., the total cost of which to the Company shall not exceed ₹ 0.25 million per annum.</p> <p>(e) Reimbursement of actuals, mobile, entertainment and travelling expenses: Incurred while on the Company's business.</p>
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2. Maya Shah

Our Board of Directors in its meeting held on April 28, 2017 approved the re-appointment of Maya Shah as an Executive Director for a period of five years with effect from April 1, 2017. She was re-designated as a Whole-time Director in the meeting held on September 14, 2018. The following table sets forth the terms of appointment as per the service agreement dated May 11, 2017 entered into with Maya Shah, as amended vide an amendment agreement dated September 18, 2018:

Salary	₹ 0.50 million per month subject to a maximum of ₹ 2.00 million per month.
House Rent Allowance	₹ 0.38 million per month.
Other perquisites and allowances	<p>(a) Car: Free use of Company's car and driver with all expenses on maintenance and running in respect thereof to be paid by the Company.</p> <p>(b) Provident Fund: As per the rules of the Company, currently in force.</p> <p>(c) Gratuity: Benefits in accordance with the rules and regulations of the Company subject to the restrictions under the Payment of Gratuity Act, 1972.</p> <p>(d) Medical Expenses: Reimbursement of expenses actually incurred for self, spouse, dependents, children, including hospitalisation expenses, nursing home charges, treatment expenses, surgical expenses travelling expenses, etc., the total cost of which to the Company shall not exceed ₹ 0.25 million per annum.</p> <p>(e) Reimbursement of actuals, mobile, entertainment and travelling expenses: Incurred while on the Company's business.</p>

3. Ankur Shah

Our Board of Directors in its meeting held on April 28, 2017 approved the re-appointment of Ankur Shah as an Executive Director for a period of five years with effect from April 1, 2017. He was re-designated as a Whole-time Director in the meeting held on September 14, 2018. The following table sets forth the terms of appointment as per the service agreement dated May 11, 2017, as amended vide an amendment agreement dated September 18, 2018:

Salary	₹ 0.23 million subject to a maximum of ₹ 2.00 million per month.
House Rent Allowance	₹ 0.12 million per month
Special Allowance	₹ 0.06 million per month
Conveyance Allowance	₹ 1,600 per month
Other perquisites and allowances	<p>a. Car: Free use of Company's car and driver with all expenses on maintenance and running in respect thereof to be paid by the Company.</p> <p>b. Provident Fund: As per the rules of the Company, currently in force.</p> <p>c. Gratuity: Benefits in accordance with the rules and regulations of the Company subject to the restrictions under the Payment of Gratuity Act, 1972.</p>

	<p>d. Medical Expenses: Reimbursement of expenses actually incurred for self, spouse, dependents, children, including hospitalisation expenses, nursing home charges, treatment expenses, surgical expenses travelling expenses, etc. the total cost of which to the Company shall not exceed ₹ 0.02 million per annum.</p> <p>e. Reimbursement of actuals, mobile, entertainment and travelling expenses: Incurred while on the Company's business.</p>
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4. Vishal Shah

Our Board of Directors in its meeting held on May 11, 2018 and our shareholders in their annual general meeting held on June 8, 2018 approved the appointment of Vishal Shah as an Executive Director with effect from May 11, 2018 up to March 31, 2023. He was re-designated as a Whole-time Director in the meeting held on September 14, 2018. The following table sets forth the terms of appointment as per the service agreement dated June 8, 2018, as amended vide an amendment agreement dated September 18, 2018:

Salary	₹0.25 million subject to a maximum of ₹2.00 million per month
House Rent Allowance	₹ 0.12 million per month
Special Allowance	₹ 0.09 million per month
Other perquisites and allowances	<p>a. Car: Free use of Company's car and driver with all expenses on maintenance and running in respect thereof to be paid by the Company.</p> <p>b. Provident Fund: As per the rules of the Company, currently in force.</p> <p>c. Gratuity: Benefits in accordance with the rules and regulations of the Company subject to the restrictions under the Payment of Gratuity Act, 1972.</p> <p>d. Reimbursement of actuals, mobile, entertainment and travelling expenses: Incurred while on the Company's business.</p>

Remuneration paid to our Executive Directors

(a) Executive Directors

The following table sets forth the details of the remuneration paid by our Company to our Executive Directors during Fiscal 2018:

Sr. No.	Name of the Executive Director	Remuneration (in ₹ million)
1.	Janak Shah	11.52
2.	Maya Shah	11.22
3.	Ankur Shah	5.17
4.	Vishal Shah	Nil

Vishal Shah was appointed as a Whole-time Director in Fiscal 2019 therefore no remuneration was paid to him as a Whole-time Director in Fiscal 2018.

Terms of appointment of our Non-Executive Directors

(a) Independent Directors

Pursuant to a resolution of the shareholders dated June 24, 2016, our Independent Directors are entitled to receive sitting fees of ₹60,000 for attending each meeting of our Board. The following table sets forth details of the sitting fees paid by our Company to our Independent Directors during Fiscal 2018:

Sr. No.	Name of the Independent Director	Remuneration (in ₹ million)
1.	Prabuddha Ganguli	0.24

Sr. No.	Name of the Independent Director	Remuneration (in ₹ million)
2.	Sri Krishna Akkipeddi	0.24
3.	Nagesh Pinge	Nil
4.	Nipun Mehta	Nil
5.	Ved Jain	Nil

Nagesh Pinge, Nipun Mehta and Ved Jain, Independent Directors, have been appointed on our Board in Fiscal 2019 therefore, no remuneration was payable to them in Fiscal 2018.

(b) Nominee Director

In accordance with the Shareholder's Agreement, Sunil Chawla is not entitled to any sitting fees for attending meetings of the Board or committees thereof. However, he is entitled to re-imburements by the Company of all reasonable expenses, including travel expenses incurred by him in connection with attending meetings of the Board. Since Sunil Chawla has been appointed on our Board in Fiscal 2019, no amounts have been paid to him during Fiscal 2018 as Nominee Director.

Payment or benefit to Directors of our Company

Prabuddha Ganguli, in his capacity as the sole proprietor of M/s Vision IPR was paid ₹0.33 million for Fiscal 2018 and ₹0.05 million for Fiscal 2017 for advisory services on intellectual property related matters and R&D strategies of the Company. Except as above, no amount or benefit has been paid or given within the two preceding years from the date of this Draft Red Herring Prospectus or is intended to be paid or given to any of our Directors, except the normal remuneration for services rendered in the capacity of being a Director.

Bonus or profit-sharing plan for our Directors

None of our Directors are party to any bonus or profit-sharing plan of our Company.

Shareholding of our Directors in our Company

For details on shareholding of the Directors in our Company please see "*Capital Structure – Notes to Capital Structure - Shareholding of our Directors and Key Management Personnel in our Company*" on page 79.

The Articles of Association do not require the Directors to hold any qualification Equity Shares.

Borrowing Powers

In accordance with our Articles of Association and subject to the provisions of the Companies Act, 2013, the Board may, from time to time, at its discretion, borrow any sum of money for the purpose of our Company secure repayment of such money in such manner and upon such terms and conditions in all respects as it thinks fit. Pursuant to a resolution of the Shareholders of our Company passed in their extraordinary general meeting, held on July 24, 2018 in accordance with Section 180(1)(c) of the Companies Act, 2013, our Board has been authorised to borrow up to an amount of ₹ 10,000 million in excess of the aggregate of the paid up capital and free reserves of our Company.

Loans to Directors

Our Company has not provided any loan to our Directors. Further, none of the beneficiaries of loans, advances, and sundry debtors are related to the Directors of the Company.

Interest of Directors

All our Directors, including Independent Directors, may be deemed to be interested to the extent of the sitting fees and commission, if any, payable to them for attending meetings of the Board or a committee thereof as well as to the extent of other remuneration, commission and reimbursement of expenses payable to them.

The Directors may also be regarded as interested in Equity Shares held by them, if any, 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 issue and to the extent of any dividend payable to them and other distributions in respect of the Equity Shares.

Janak Shah, Maya Shah, Ankur Shah and Vishal Shah may also be regarded as interest to the extent of rent received from the Company pursuant to the lease deeds dated September 21, 2017 entered into between (i) Janak Shah, Maya Shah and Ankur Shah and our Company and (ii) Janak Shah, Maya Shah and Vishal Shah and our Company in relation to the Registered and Corporate Office of the Company.

No sum has been paid or agreed to be paid to our Directors or to firms or companies in which our Directors may be members, in cash or shares or otherwise, by any person either to induce him/her to become, or to qualify him/her as a director or otherwise for services rendered by him/her or by such firm or company, in connection with the promotion or formation of our company.

None of our Directors have any interest in any venture that is involved in activities similar to those conducted by our Company.

Interest of Directors in the promotion of our Company

As on the date of this Draft Red Herring Prospectus, except Janak Shah and Maya Shah, none of our Directors are interested in the promotion of our Company.

Interest of Directors in the properties of our Company

Our Directors do not have any interest in any property acquired in the preceding two years from the date of filing 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.

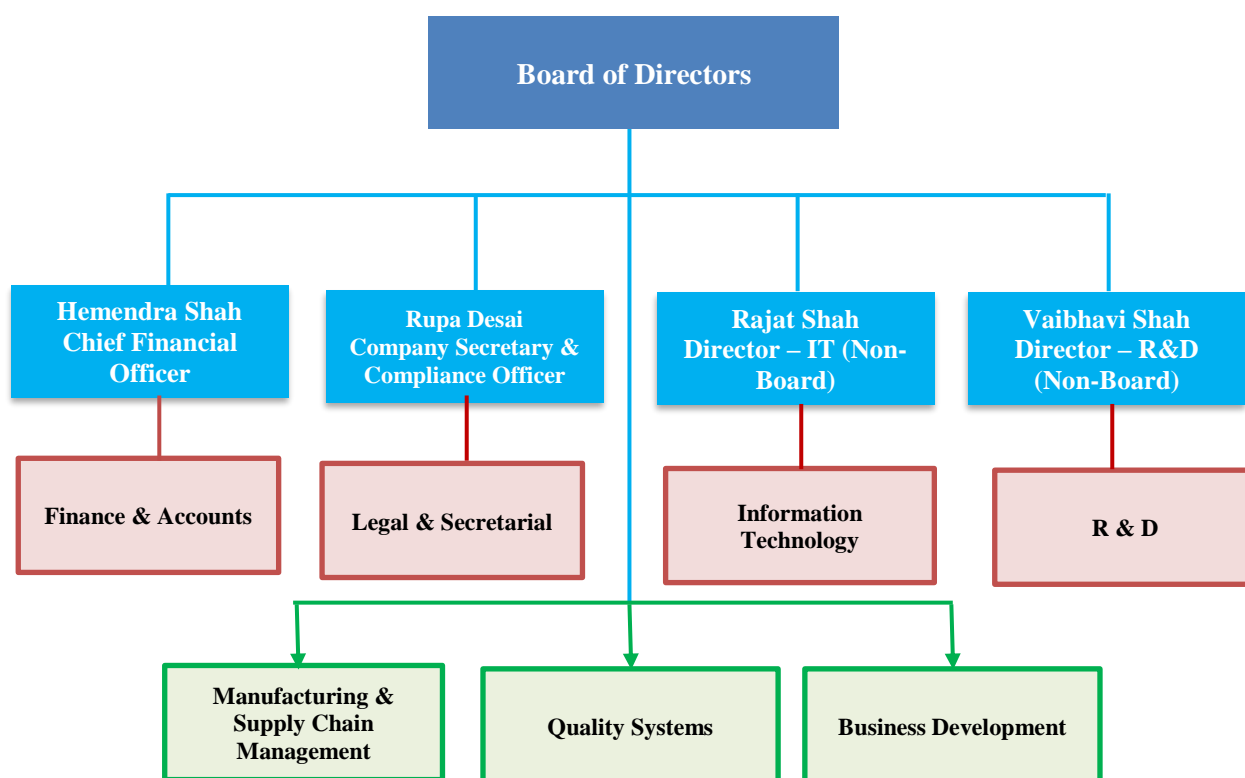
Business Interest

Except as stated in “*Related Party Transactions*” on page 160, our Directors do not have any interest in the business of our Company.

Change to the Board in the last three years

Name	Designation	Date of Appointment/Cessation	Reason
Sri Krishna Akkipeddi	Independent Director	April 26, 2016	Appointment
Vishal Shah	Whole-time Director	May 11, 2018	Appointment
Bharat Bakshi	Nominee Director	June 8, 2018	Cessation
Sunil Chawla	Nominee Director	June 8, 2018	Appointment
Nagesh Pinge	Independent Director	July 24, 2018	Appointment
Nipun Mehta	Independent Director	July 24, 2018	Appointment
Ved Jain	Independent Director	July 24, 2018	Appointment

Management Organization Chart



Key Management Personnel

In addition to our Chairman and Managing Director, Janak Shah and our Whole-time Directors Maya Shah, Ankur Shah and Vishal Shah, whose details are provided in “*Brief Profiles of our Directors*” on page 140 and details of compensation paid to them are provided in “*Remuneration paid to our Executive Directors*” on page 144 the details of our other Key Management Personnel as on the date of this Draft Red Herring Prospectus are set forth below:

Hemendra Shah, aged 59 years, is the Chief Financial Officer of our Company and is responsible for finance, accounting and legal matters in our Company. He holds a bachelor’s degree in commerce from the University of Mumbai. He is a qualified chartered accountant certified by the Institute of Chartered Accountants of India. He has experience in corporate governance and fiscal discipline. Prior to joining our Company, he was a practising chartered accountant and the proprietor of H.R. Shah & Associates. He has been the CFO of our Company since April 1, 2007. During the last Fiscal, he was paid compensation of ₹ 9.00 million.

Rupa Desai, aged 46 years, is the Company Secretary and Compliance Officer of our Company and is responsible for legal and secretarial compliance in our Company. She holds a bachelor’s degree in commerce and in law from the University of Mumbai. She is a qualified Company Secretary and an associate of the Institute of Company Secretaries in India. She has experience in secretarial and legal functions. Prior to joining our Company, she worked with G.P. Electronics Limited, Abbott India Limited and Morarjee Textiles Limited. She joined our Company on July 19, 2010. During the last Fiscal, she was paid compensation of ₹2.85 million.

Rajat Shah, aged 36 years, is the director - Information Technology (non-Board) of our Company and is responsible for information technology management in our Company. She holds a bachelor’s degree in technology from SNTD Women’s University and a master’s degree in computer science and engineering from the University of Texas at Arlington and a master’s degree in business administration from the Southern Methodist University, Texas. She has experience in the field of information technology. She is the co-founder of Inknowledge Development Private Limited. She was received the “Pharma IT Award” at the Pharma Innovation and Technology Summit, 2017 and an award from the SNTD Women’s University in 2015 for distinguished accomplishments. She joined our Company on August 3, 2012. During the last Fiscal, she was paid compensation of ₹2.29 million.

Vaibhavi Shah, aged 41 years, is the director - Research & Development (non-Board) of our Company and is responsible for research development and project management in our Company. She holds a bachelor's degree in pharmaceutical sciences from University of Mumbai, two master's degrees in science from the University of Iowa. She has experience in the field of research and development. Prior to joining our Company, she worked with Epitomics Inc. and Genetech Inc. as a research associate. She joined our Company on February 18, 2008. During the last Fiscal, she was paid compensation of ₹5.20 million.

All our Key Management Personnel are permanent employees of our Company.

Family relationships of Directors with Key Management Personnel

Except (i) Vaibhavi Shah who is the wife of Ankur Shah; (ii) Rajat Shah who is the wife of Vishal Shah, (iii) Rajat Shah and Vaibhavi Shah who are sisters-in-law; and (iv) Rajat Shah and Vaibhavi Shah who are the daughters-in-law of Janak Shah and Maya Shah, none of our Key Management Personnel are related to the Directors of our Company.

Service contracts with Key Management Personnel

As on the date of this Draft Red Herring Prospectus, except the service agreements entered into by our Company with Janak Shah, Maya Shah, Ankur Shah and Vishal Shah, there are no service agreements entered into between any of our Key Management Personnel.

Arrangements or understanding with major shareholders, customers, suppliers or others

None of our Key Management Personnel have been selected as a member of the senior management or Director of our Company pursuant to any arrangement or understanding with any major shareholders, customers, or suppliers or others.

Bonus or profit-sharing plan of the Key Management Personnel

None of our Key Management Personnel are party to any bonus or profit-sharing plan of our Company.

Shareholding of the Key Management Personnel

Except as disclosed in "*Capital Structure – Notes to Capital Structure – Shareholding of our Directors and/or Key Management Personnel in our Company*" on page 79, none of our other Key Management Personnel hold any Equity Shares in our Company.

Loans to Key Management Personnel

As on the date of this Draft Red Herring Prospectus, our Company has not provided loans to our Key Management Personnel. Further, except as disclosed in "*Related Party Transactions*" on page 160, none of the beneficiaries of loans, advances, and sundry debtors are related to the Key Management Personnel of our Company.

Interest of our Key Management Personnel

Except Janak Shah, Maya Shah, Ankur Shah and Vishal Shah, the Key Management Personnel of our Company do not have any interest in our company other than 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 Management Personnel of our Company may also be deemed to be interested in the Equity Shares, if any, held by them, and dividend payable to them and other distributions in respect of Equity Shares held by them, if any.

Further, Janak Shah and Maya Shah may be deemed to be interested to the extent as disclosed in "*Interest of Directors*" on page 145.

Change in the Key Management Personnel in the last three years

For details in the changes of our Executive Directors, please see “*Change to the Board in the last three years*” on page 146.

Name	Designation	Date of Appointment/Cessation	Reason
Rajat Shah	Director- Information Technology (Non-Board)	September 14, 2018	Appointment
Vaibhavi Shah	Director- Research and Development (Non-Board)	September 14, 2018	Appointment

Corporate Governance

The provisions relating to corporate governance prescribed under the SEBI Listing Regulations will be applicable to us immediately upon listing of the Equity Shares on the Stock Exchanges. We are in compliance with the requirements of applicable regulations, including the SEBI Listing Regulations and the Companies Act, 2013 in respect of corporate governance including constitution of the Board and committees thereof.

Committees of the Board

In addition to the committees of our Board detailed below, our Board may, from time to time, constitute other Committees for various functions.

- (i) Audit Committee;
- (ii) Nomination and Remuneration Committee;
- (iii) Stakeholders’ Relationship Committee; and
- (iv) Corporate Social Responsibility Committee

Further, our Board has also constituted an IPO Committee to take certain key decisions in relation to the Offer.

(i) *Audit Committee*

The members of the Audit Committee are:

Name of Director	Position in the Committee	Designation
Ved Jain	Chairman	Independent Director
Nipun Mehta	Member	Independent Director
Sri Krishna Akkipeddi	Member	Independent Director
Nagesh Pinge	Member	Independent Director
Vishal Shah	Member	Whole-time Director
Sunil Chawla	Member	Nominee Director

The Audit Committee was constituted by a resolution of the Board dated January 16, 2009. The committee was last reconstituted on September 7, 2018. The scope and functions of the Audit Committee are in accordance with Section 177 of the Companies Act, 2013 and Regulation 18 of the SEBI Listing Regulations. The terms of reference of the Audit Committee are as follows:

- (i) The Audit Committee shall have powers, which should include the following:
 - (a) To investigate any activity within its terms of reference;
 - (b) To obtain outside legal or other professional advice; and
- (ii) The role of the Audit Committee shall include the following:
 - (a) Oversight of the Company’s financial reporting process, examination of the financial statement and the auditors’ report thereon and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;

- (b) Recommendation for appointment, re-appointment and replacement, remuneration and terms of appointment of auditors, including the internal auditor, cost auditor and statutory auditor of the Company and the fixation of audit fee;
- (c) Approval of payments to statutory auditors for any other services rendered by the statutory auditors of the Company;
- (d) Reviewing, with the management, the annual financial statements and auditor's report thereon before submission to the Board for approval, with particular reference to:
 - (i) 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;
 - (ii) Changes, if any, in accounting policies and practices and reasons for the same;
 - (iii) Major accounting entries involving estimates based on the exercise of judgment by the management of the Company;
 - (iv) Significant adjustments made in the financial statements arising out of audit findings;
 - (v) Compliance with listing and other legal requirements relating to financial statements;
 - (vi) Disclosure of any related party transactions; and
 - (vii) Qualifications / modified opinion(s) in the draft audit report.
- (e) Reviewing, with the management, the quarterly, half-yearly and annual financial statements before submission to the board for approval;
- (f) Reviewing, with the management, the statement of uses/application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilised for purposes other than those stated in the offer document/prospectus/notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;
- (g) Review and monitor the auditor's independence and performance, and effectiveness of audit process;
- (h) Formulating a policy on related party transactions, which shall include materiality of related party transactions;
- (i) Approval or any subsequent modification of transactions of the Company with related parties and omnibus approval for related party transactions proposed to be entered into by the Company subject to such conditions as may be prescribed;
- (j) Review, the details of related party transactions entered into by the Company pursuant to each of the omnibus approvals given and subject to such conditions as may be prescribed;
- (k) Scrutiny of inter-corporate loans and investments;
- (l) Valuation of undertakings or assets of the company, wherever it is necessary;
- (m) Evaluation of internal financial controls and risk management systems;
- (n) Reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems;

- (o) Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
 - (p) Discussion with internal auditors of any significant findings and follow up there on;
 - (q) 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;
 - (r) 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;
 - (s) 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;
 - (t) Recommending to the board of directors the appointment and removal of the external auditor, fixation of audit fees and approval for payment for any other services;
 - (u) To review the functioning of the whistle blower mechanism;
 - (v) Approval of the appointment of the chief financial officer of the Company (i.e., the whole-time finance director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc., of the candidate;
 - (w) Carrying out any other functions as provided under the Companies Act, the SEBI Listing Regulations and other applicable laws; and
 - (x) To formulate, review and make recommendations to the Board to amend the Audit Committee charter from time to time.
- (iii) The Audit Committee shall mandatorily review the following information:
- (a) Management discussion and analysis of financial condition and results of operations;
 - (b) Statement of significant related party transactions (as defined by the Audit Committee), submitted by the management of the Company;
 - (c) Management letters/letters of internal control weaknesses issued by the statutory auditors of the Company;
 - (d) Internal audit reports relating to internal control weaknesses;
 - (e) The appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the Audit Committee;
 - (f) Statement of deviations:
 - (i) quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of Regulation 32(1) of the SEBI Listing Regulations; and
 - (ii) annual statement of funds utilised for purposes other than those stated in the offer document/prospectus/notice in terms of Regulation 32(7) of the SEBI Listing Regulations.

(ii) ***Nomination and Remuneration Committee***

The members of the Nomination and Remuneration Committee are:

Name of Director	Position in the Committee	Designation
Nagesh Pinge	Chairman	Independent Director
Nipun Mehta	Member	Independent Director
Ved Jain	Member	Independent Director
Prabuddha Ganguli	Member	Independent Director
Sunil Chawla	Member	Nominee Director

The Nomination and Remuneration Committee was originally constituted as the Compensation Committee by a resolution of the Board dated June 4, 2010. The Compensation Committee was re-designated to the Nomination and Remuneration Committee by a meeting of the Board held on September 7, 2018 and was last re-constituted on September 14, 2018. The scope and functions of the Nomination and Remuneration Committee are in accordance with Section 178 of the Companies Act, 2013 and Regulation 19 of the SEBI Listing Regulations. The terms of reference of the Nomination and Remuneration Committee are as follows:

- (a) Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the Board a policy, relating to the remuneration of the directors, key managerial personnel and other employees;
- (b) Formulation of criteria for evaluation of performance of independent directors and the Board;
- (c) Devising a policy on Board diversity;
- (d) Identifying persons who are qualified to become directors of the Company and who may be appointed in senior management in accordance with the criteria laid down, and recommend to the Board their appointment and removal. The Company shall disclose the remuneration policy and the evaluation criteria in its annual report;
- (e) 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;
- (f) Determining compensation levels, payable to the senior management personnel;
- (g) Reviewing and approving compensation strategy from time to time accordance with applicable laws;
- (h) Determining whether to extend or continue the term of appointment of the independent director, on the basis of the report of performance evaluation of independent directors;
- (i) 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;
- (j) Administering the ESOP Scheme;
- (k) Framing suitable policies, procedures and systems to ensure that there is no violation of securities laws, as amended from time to time, including:
 - (i) the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended; and
 - (ii) the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices Relating to the Securities Market) Regulations, 2003, as amended
- (l) Performing such other activities as may be delegated by the Board of Directors and/or are statutorily prescribed under any law to be attended to by the Nomination and Remuneration Committee.

(iii) **Stakeholders' Relationship Committee**

The members of the Stakeholders' Relationship Committee are:

Name of Director	Position in the Committee	Designation
Nipun Mehta	Chairman	Independent Director
Ankur Shah	Member	Whole-time Director
Vishal Shah	Member	Whole-time Director

The Stakeholders' Relationship Committee was constituted by a resolution of the Board dated September 7, 2018. The scope and functions of the Stakeholders' Relationship Committee are in accordance with Section 178 of the Companies Act, 2013 and Regulation 20 of the SEBI Listing Regulations. The terms of reference of the Stakeholders' Relationship Committee are as follows:

- (a) Redressal of all security holders' and investors' grievances such as complaints related to transfer of shares, including non-receipt of share certificates and review of cases for refusal of transfer/transmission of shares and debentures, non-receipt of balance sheet, non-receipt of declared dividends, non-receipt of annual reports, etc., and assisting with quarterly reporting of such complaints;
- (b) Investigating complaints relating to allotment of shares, approval of transfer or transmission of shares, debentures or any other securities;
- (c) 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; and
- (d) 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.

(iv) **Corporate Social Responsibility Committee**

The members of the Corporate Social Responsibility Committee are:

Name of Director	Position in the Committee	Designation
Prabuddha Ganguli	Chairman	Independent Director
Sri Krishna Akkipeddi	Member	Independent Director
Maya Shah	Member	Whole-time Director
Sunil Chawla	Member	Nominee Director

The Corporate Social Responsibility Committee was constituted by a resolution of the Board dated July 25, 2014. It was re-constituted by a meeting of the Board held on September 7, 2018. The scope and functions of the Corporate Social Responsibility Committee of our Company are in accordance with Section 135 of the Companies Act, 2013 and the applicable rules thereunder, and have been set out below:

- (a) To 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 and the rules made thereunder and make any revisions therein as and when decided by the Board;
- (b) To identify corporate social responsibility policy partners and corporate social responsibility policy programmes;
- (c) To 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; and

- (d) To perform such other duties and functions as the Board may require the corporate social responsibility committee to undertake to promote the corporate social responsibility activities of the Company and exercise such other powers as may be conferred upon the CSR Committee in terms of the provisions of Section 135 of the Companies Act, 2013.

Payment or benefits to officers of our Company (non-salary related)

No non-salary amount or benefit has been paid or given or is intended to be paid or given to any of our Company's officers within the two preceding years from the date of filing of this Draft Red Herring Prospectus, other than in the ordinary course of their employment.

OUR PROMOTERS AND PROMOTER GROUP

The Promoters of our Company are Janak Shah, Maya Shah, Ankur Shah Trust and Vishal Shah Trust. As on the date of this Draft Red Herring Prospectus, Janak Shah, Maya Shah, Ankur Shah Trust and Vishal Shah Trust respectively hold 2,539,134 Equity Shares, 1,807,534 Equity Shares, 1,800,000 Equity Shares and 1,800,000 Equity Shares collectively representing 76.09% of the pre-Offer issued, subscribed, and paid-up Equity Share capital of our Company. For details, please see “*Capital Structure – Shareholding of our Promoters and Promoter Group*” on page 75.

Our Company confirms that the PAN, bank account number, and passport number of our individual Promoters and details of the PANs and bank account numbers of the trustees of Ankur Shah Trust and Vishal Shah Trust and the address of the relevant authorities where the trusts are registered shall be submitted to the Stock Exchanges at the time of filing of this Draft Red Herring Prospectus with the Stock Exchanges.

Details of our Promoters

Individual Promoters

1. Janak Shah

Janak Shah, aged 70 years, is our Chairman and Managing Director.



Address: 30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (West), Mumbai – 400 056.

Voter ID: MT/08/038/297737

Driving License: MH0220070045241

For the complete profile of Janak Shah along with details of his educational qualifications, professional experience, position/posts held in the past, directorships held, special achievements and business and financial activities, see “*Our Management – Board of Directors*” on page 138.

2. Maya Shah

Maya Shah, aged 68 years, is our Whole-time Director.



Address: 30, Saujanya, Vallabh Nagar Society, N.S. Road No. 3, JVPD Scheme, Vile Parle (West), Mumbai – 400 056.

Voter ID: AJO3068046

Driving License: N.A.

For the complete profile of Maya Shah along with details of her educational qualifications, professional experience, position/posts held in the past, directorships held, special achievements and business and financial activities, see “*Our Management – Board of Directors*” on page 138.

3. Ankur Shah Trust

Corporate information and history

Ankur Shah Trust, a private and irrevocable trust, was constituted pursuant to a trust deed dated July 26, 2018 in accordance with the provisions of the Indian Trust Act, 1882. The principal place of office of Ankur Shah Trust is Unit 703 and 704, 7th floor, Hubtown Solaris, N S Phadke Marg, Andheri (East), Mumbai.

Settlers of the Ankur Shah Trust

The settlers of the Ankur Shah Trust are Janak Shah and Maya Shah.

Trustees of the Ankur Shah Trust

Janak Shah and Maya Shah are the trustees of Ankur Shah Trust.

Beneficiaries of the Ankur Shah Trust

The beneficiaries of the Ankur Shah Trust are Ankur Shah, Vaibhavi Shah, Avi Shah, Ameer Shah and other descendants.

Purpose of the Ankur Shah Trust

The purpose of the Ankur Shah Trust is to establish a suitable framework for: holding of certain assets for the benefit of the beneficiaries, to meet certain needs of the beneficiaries and for efficient and flexible succession planning.

4. Vishal Shah Trust

Corporate information and history

Vishal Shah Trust, a private and irrevocable trust, was constituted pursuant to a trust deed dated July 26, 2018 in accordance with the provisions of the Indian Trust Act, 1882. The principal place of office of Vishal Shah Trust is Unit 703 and 704, 7th floor, Hubtown Solaris, N S Phadke Marg, Andheri (East), Mumbai, Maharashtra, India, 400 069.

Settlors of the Vishal Shah Trust

The settlors of the Vishal Shah Trust are Janak Shah and Maya Shah.

Trustees of the Vishal Shah Trust

Janak Shah and Maya Shah are the trustees of Vishal Shah Trust.

Beneficiaries of the Vishal Shah Trust

The beneficiaries of the Vishal Shah Trust are Vishal Shah, Rajat Shah and Kabir Shah and other descendants.

Purpose of the Vishal Shah Trust

The purpose of the Vishal Shah Trust is to establish a suitable framework for: holding of certain assets for the benefit of the beneficiaries, to meet certain needs of the beneficiaries and for efficient and flexible succession planning.

Interests of our Promoters

Our Promoters are interested in our Company to the extent that they promote our Company, to the extent of their shareholding in our Company and the dividends payable, if any, and any other distributions in respect of the Equity Shares held by them. For details of Equity Shares held by our Promoters, see “*Capital Structure - Shareholding of our Promoters and Promoter Group*” on page 75. Further, our Promoters, Janak Shah and Maya Shah, are also interested in our Company as Directors and the remuneration payable by our Company in connection therewith and are interested to the extent of rent received from the Company in relation to the Registered and Corporate Office of the Company. For further details, see “*Our Management*” on page 138.

Except as mentioned in this section and sections titled “*Our Business*”, “*History and Certain Corporate Matters*”, “*Our Management*” and “*Related Party Transactions*” on pages 113, 131, 138 and 160, respectively, our Promoters do not have any other interest in our Company.

Except in the normal course of business and as stated in the “*Related Party Transactions*” on page 160, our Company has not entered into any contract, agreements or arrangements in which our Promoters are directly or indirectly interested, and no payments have been made to our Promoters in respect of the contracts, agreements or arrangements which are proposed to be made with it.

Our Promoters do not have any interest, whether direct or indirect, in any property acquired by our Company in the two 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.

Our Company has neither made any payments in cash or otherwise to our Promoters or to firms or companies in which our Promoters are interested as a member, director or promoter nor have our Promoters been offered any inducements to become or to qualify him as a director or otherwise to become interested in any firm or company, in connection with the promotion or formation of our Company.

Our Promoters are not interested in any entity which holds any intellectual property rights that are used by our Company.

Certain of our Promoters, namely Janak Shah and Maya Shah, are also acting as trustees to Ankur Shah Trust and Vishal Shah Trust. For further details, see “*Our Promoters and Promoter Group*” on page 155.

Guarantees

Except as stated in the section titled “*History and Certain Corporate Matters- Guarantees issued by our Promoters on behalf of our Company*” on page 135, our Promoters have not given any guarantee to a third party on behalf of our Company as of the date of this Draft Red Herring Prospectus.

Companies or firms with which our Promoters have disassociated in the last three years

None of our Promoters have disassociated themselves from any other company or firm in the last three years preceding the date of this Draft Red Herring Prospectus.

Experience of the Promoters in the business of our Company

For details in relation to the qualification and experience of our Promoters, see “*Our Management- Brief profiles of our Directors*” on page 140.

Outstanding litigations

For details regarding the outstanding litigations against our Promoters, see “*Outstanding Litigation and Other Material Developments*” on page 314.

Other confirmations

- (a) As on the date of this Draft Red Herring Prospectus, none of our Promoters have availed any outstanding unsecured loan, which may be recalled by the lender at any time.
- (b) As on the date of this Draft Red Herring Prospectus, none of our Promoters have an outstanding unsecured loan taken from our Company and our Company also does not have an outstanding unsecured loan taken from any of our Promoters.
- (c) As on the date of this Draft Red Herring Prospectus, none of the beneficiaries of loans, advances and sundry debtors are related to the Promoters of our Company.
- (d) The Promoters and members of the Promoter Group have not been declared as Wilful Defaulters.
- (e) Further, there are no violations of securities laws committed by the Promoters and members of the Promoter Group in the past and no proceedings for violation of securities laws are pending against them.
- (f) The Promoters and members of the Promoter Group have not been debarred or prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.
- (g) The Promoters and members of the Promoter Group are not and have never been promoters, directors or person in control of any other company which is prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

Change in control of our Company in the last five years

As on the date of the Draft Red Herring Prospectus, Janak Shah, Maya Shah, Ankur Shah Trust and Vishal Shah Trust are the Promoters of our Company and there has been no change in control in the last five years.

Janak Shah and Maya Shah are the original promoters of our Company. Ankur Shah Trust and Vishal Shah Trust are not the original Promoters of our Company and have been set up pursuant to trust deeds each dated July 26, 2018. Janak Shah and Maya Shah are the trustees of Ankur Shah Trust and Vishal Shah Trust. Our individual Promoters Janak Shah and Maya Shah have on September 7, 2018, transferred 1,800,000 Equity Shares each to the Ankur Shah Trust and Vishal Shah Trust.

For further details, see “*Capital Structure-Build-up of Promoters’ shareholding, Minimum Promoters’ Contribution and lock-in*” on page 72.

Common Pursuits

None of our Promoters have any interest in any venture that is involved in activities similar to those conducted by our Company.

Promoter Group

In addition to the Promoters named above, the following individuals and entities form part of the Promoter Group:

(a) *Natural persons who are part of the Promoter Group*

Name of the Promoter	Name of the relative	Relationship with the Promoter
Janak Shah	Maya Shah	Spouse
	Bhargavi Shah	Sister
	Hina Shah	Sister
	Ankur Shah	Son
	Vishal Shah	Son
	Hareesh Shah	Brother of spouse
	Devika Khandwala	Sister of spouse
	Chetna Shah	Sister of spouse
Maya Shah	Janak Shah	Spouse
	Hareesh Shah	Brother
	Devika Khandwala	Sister
	Chetna Shah	Sister
	Ankur Shah	Son
	Vishal Shah	Son
	Bhargavi Shah	Sister of spouse
Hina Shah	Sister of spouse	

(b) *Bodies corporate forming part of the Promoter Group*

1. Oros Labs Private Limited

Payment or benefits to our Promoters or Promoter Group in the last two years

Except in the ordinary course of business and as stated in “*Related Party Transactions*” on page 160, there has been no payment or benefits by our Company to our Promoters and members of the Promoter Group during the two years preceding the date of this Draft Red Herring Prospectus nor is there any intention to pay or give any benefit to our Promoters or Promoter Group as on the date of this Draft Red Herring Prospectus.

Shareholding of the Promoter Group in our Company

For details of shareholding of members of the Promoter Group as on the date of this Draft Red Herring Prospectus, see “*Capital Structure – Notes to Capital Structure*” on page 69.

OUR GROUP COMPANIES

In accordance with the SEBI ICDR Regulations, for the purpose of identification of 'Group Companies', our Board, pursuant to resolution dated September 14, 2018 has considered such companies to be 'Group Companies' which are disclosed as related parties in accordance with the applicable accounting standard in the Restated Financial Statements disclosed in this Draft Red Herring Prospectus, and other companies which are considered material by our Board in terms of the Materiality Policy.

*Pursuant to the Materiality Policy, a company shall be considered material and shall be disclosed as a 'Group Company' in the Offer Documents, if (i) such company (a) is a member of the Promoter Group (in terms of Regulation 2(1)(zb) of the SEBI ICDR Regulations); and (b) has entered into one or more transactions with the Company during the last completed financial year and any stub period (in respect of which restated financial statements are included in this Draft Red Herring Prospectus) (the "**Relevant Period**"), which cumulatively in value, exceeds 5% of the total revenue of the Company for that financial year, as per the Restated Financial Statements of the Company or (ii) such company would be considered as a related party in terms of Ind AS 24, in the financial statements of the Company for periods subsequent to the Relevant Period, up to the date of filing of the offer document(s).*

It is clarified that those companies shall not be considered as 'Group Companies' for the purpose of disclosure in the Offer Documents which subsequent to the Restated Financial Statements of the Company, have ceased to be related parties of the Company in terms of Ind AS 24.

Accordingly, our Board has noted that as on the date of this Draft Red Herring Prospectus, there are no 'Group Companies' of our Company.

RELATED PARTY TRANSACTIONS

For details of the related party transactions, during the last five Fiscals, as per the requirements of Ind AS -24 “*Related Party Disclosures*” under the relevant accounting standards and as reported in the Restated Financial Statements, see “*Financial Statements - Annexure XXXVII - Restated Ind AS Statement of Related Party Transactions*”, on pages 239 and 240.

DIVIDEND POLICY

As on the date of this Draft Red Herring Prospectus, our Company does not have a formal dividend policy. The declaration and payment of dividend on our Equity Shares, if any, will be recommended by our Board and approved by our Shareholders, at their discretion, in accordance with provisions of our Articles of Association and applicable law, including the Companies Act.

The dividend, if any, will depend on a number of factors, including but not limited to our earnings, capital requirements, contractual obligations, results of operations, financial condition, cash requirements, business prospects and any other financing arrangements, applicable legal restrictions and overall financial position of our Company. Our Board may also, from time to time, declare interim dividends from the profits of the Financial Year in which such interim dividend is sought to be declared.

In addition, our ability to pay dividends may be impacted by restrictive covenants under the loan or financing arrangements which our Company is currently availing of or may enter into to finance our fund requirements for our business activities. For further details, see “*Financial Indebtedness*” on page 312.

Except as disclosed below, our Company has not declared any dividends during the last five Fiscals on the Equity Shares:

Particulars	Financial performance (For the Financial Year)				
	2018	2017	2016	2015	2014
Face value per share (in ₹)	10	10	10	10	10
Rate of Dividend (%)	60.00	50.00	25.00	2.50	20.0
Amount of dividend per share (₹)	6.00	5.00	2.50	0.25	2.00
Dividend paid (₹ in millions)	47.00	39.17	19.58	1.96	15.67
Dividend Tax	9.57	7.97	3.99	0.33	2.66

Note: Dividend per Equity Share is calculated as dividend paid divided by total number of Equity Shares outstanding as at the end of the year.

The past trend in relation to our payment of dividends is not necessarily indicative of our dividend trend or dividend policy, if any, in the future, and there is no guarantee that any dividends will be declared or paid in the future. For details in relation to the risk involved, see “*Risk Factors- Our ability to pay dividends in the future will depend on our earnings, financial condition, working capital requirements and capital expenditures*” on page 30.

SECTION V – FINANCIAL INFORMATION
FINANCIAL STATEMENTS

Sr. No.	Financial Statements	Page
1.	Restated Financial Statements along with the Statutory Auditor's examination report thereon	163-279

Auditors' Report on the Restated Ind AS Summary Statements of Assets and Liabilities as at March 31, 2018, 2017, 2016, 2015 and 2014 and Profits and Losses, Cash Flows and Changes in Equity for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014 of Inventia Healthcare Limited (formerly Inventia Healthcare Private Limited) (collectively, the "Restated Summary Statements")

To
The Board of Directors
Inventia Healthcare Limited
Unit 703 And 704, 7th Floor,
Hubtown Solaris, N S Phadke Marg,
Andheri, (East), Navi Mumbai,
Maharashtra 400069

Dear Sirs,

1. We have examined the Restated Summary Statements of Inventia Healthcare Limited (formerly Inventia Healthcare Private Limited) ('Company') as at and for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014, annexed to this report and prepared by the Company for the purpose of inclusion in the offer document in connection with its proposed initial public offer ('IPO'). The Restated Summary Statements, which have been approved by the Board of Directors, have been prepared by the Company in accordance with the requirements of:
 - a. Sub-section (1) of section 26 of Part I of Chapter III of the Companies Act 2013 (the "Act"); and
 - b. relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (the "ICDR Regulations") issued by the Securities and Exchange Board of India ("SEBI") on August 26, 2009, as amended from time to time in pursuance of the Securities and Exchange Board of India Act, 1992.

Management's Responsibility for the Restated Summary Statements

2. The preparation of the Restated Summary Statements, which is to be included in the Draft Red Herring Prospectus ("DRHP") is the responsibility of the Management of the Company for the purpose set out in paragraph 14 below. The Management's responsibility includes designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Summary Statements. The Management is also responsible for identifying and ensuring that the Company complies with the Act and the ICDR Regulations.

Auditors' Responsibilities

3. We have examined such Restated Summary Statements taking into consideration:
 - a. the terms of reference and terms of our engagement agreed with you vide our engagement letter dated 30 June 2018 requesting us to carry out the assignment, in connection with the proposed IPO of the Company;
 - b. the Guidance Note on Reports in Company Prospectuses (Revised 2016) issued by the Institute of Chartered Accountants of India (the "ICAI") ("the Guidance Note"); and
 - c. 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 and the ICDR Regulations in connection with the IPO.

4. The management has informed that the Company proposes to make an Initial Public Offer, which comprises of offer for sale by certain equity shareholders and fresh issue of equity shares having a face value of Rs.10 each at such premium, arrived at by the book building process (referred to as the 'Offer'), as may be decided by the Board of Directors of the Company.

Restated Summary Statements as per audited financial statements

5. The Restated Summary Statements of the Company have been compiled by the management from:
 - (a) the audited financial statements of the Company as at and for each of the years ended March 31, 2018, 2017, 2016 and 2015 prepared in accordance with accounting principles generally accepted in India ("Indian GAAP") at the relevant time, which have been approved by the Board of Directors at their meetings held on May 11, 2018, April 28, 2017, April 26, 2016 and April 24, 2015 respectively;
 - (b) the audited financial statements of the Company as at and for the year ended March 31, 2014, prepared in accordance with "Indian GAAP" at the relevant time, which have been approved by the Board of Directors at their meeting held on April 25, 2014
6. For the purpose of our examination, we have relied on:
 - (a) Auditor's reports issued by us dated May 11, 2018, April 28, 2017, April 26, 2016 and April 24, 2015 on the financial statements of the Company as at and for each of the years ended March 31, 2018, 2017, 2016, and 2015, respectively, as referred in Para 5 (a) above; and
 - (b) Auditor's report issued by S. R. Batliboi & Associates LLP, dated April 25, 2014 on the financial statements of the Company as at and for the year ended March 31, 2014, as referred to in Para 5 (b) above.
7. Based on our examination, in accordance with the requirements of Section 26 of Part I of Chapter III of the Act, ICDR Regulations and the Guidance Note, we report that we have examined the following summarised financial statements of the Company contained in Restated Summary Statements which as stated in Para 2.1 of Annexure V to this report have been arrived after making adjustments and regrouping/reclassifications as in our opinion were appropriate and more fully described in Annexure VI A - Statement of Restatement Adjustments, Annexure VI C - Material Regroupings and Annexure XXXVIII - First time adoption of Ind AS to this report, read with paragraph 10, paragraph 11 and paragraph 12 below:
 - a) The Restated Ind AS Summary Statement of Assets and Liabilities of the Company as at March 31, 2018, 2017, 2016, 2015 and 2014, as set out in Annexure I to this report;
 - b) The Restated Ind AS Summary Statement of Profit and Loss of the Company for the years ended March 31, 2018, 2017, 2016, 2015 and 2014, as set out in Annexure II to this report;
 - c) The Restated Ind AS Summary Statement of Cash Flows for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014, as set out in Annexure III to this report;
 - d) The Restated Ind AS Statement of Changes in Equity of the Company for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014, as set out in Annexure IV to this report.
 - e) Based on the above and according to the information and explanations given to us, we further report that:
 - i) Restated Summary Statements of the Company have been made after making such adjustments and regroupings, as fully described in the notes appearing in Annexure VI A,

- Annexure VI C and Annexure XXXVIII to this report, for the changes in accounting policies retrospectively in respective financial years to reflect the same accounting treatment as per changed accounting policy for all the reporting periods;
- ii) Restated Summary Statements of the Company have been made after incorporating adjustments and regroupings for the material amounts in the respective financial year to which they relate;
 - iii) Restated Summary Statements of the Company do not contain any extra-ordinary items that need to be disclosed separately in the Restated Summary Statements;
 - iv) there are no qualifications in the auditors' reports on the financial statements of the Company as at and for each of the years ended March 31, 2018, 2017, 2016, 2015, 2014 which require any adjustments to the Restated Summary Statements;
 - v) Other audit qualifications included in the Annexure to the auditors' report issued under Companies (Auditor's Report) Order, 2016, 2015 and 2003 (as amended), as applicable, on the financial statements for the years ended March 31, 2018, 2017, 2016, 2015 and 2014, which do not require any corrective adjustment in the Restated Summary Statements as stated in Annexure VI B - Non adjusting items to this report, are as follows:

As at and for the year ended March 31, 2018

A) Clause (vii)(c)

According to the records of the Company, the dues of service tax which have not been deposited on account of any dispute, are as follows:

Name of statute	Nature of dues	Amount (Rs. Million)	Period to which the amount relates	Forum where dispute is pending
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

As at and for the year ended March 31, 2017

A) Clause (vii)(c)

According to the records of the Company, the dues of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of statute	Nature of dues	Amount (Rs. Million)	Period to which the amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Excise Duty	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

As at and for the year ended March 31, 2016

A) Clause (vii)(a)

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

B) Clause (vii)(c)

According to the records of the Company, the dues outstanding of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of statute	Nature of dues	Amount (Rs. Million)	Period to which the amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Excise Duty	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

As at and for the year ended March 31, 2015

A) Clause (vii)(a)

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

B) Clause (vii)(c)

According to the records of the Company, the outstanding dues of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of statute	Nature of dues	Amount (Rs. Million)	Period to which the amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	12.33	Nov 2007 to Mar 2010	CESTAT
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	22.70	June 2010 to March 2014	Commissioner of Central Excise

Central Excise Act, 1944	Non / short payment of Central Excise Duty for capital goods removed from Thane to Ambernath factory	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Non-reversal of Cenvat credit on Capital Goods retained at the old factory after surrender of the Central Excise registration	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Non-payment of service tax on sale of patent	6.42	January 2009	Commissioner (Appeals), Central Excise

As at and for the year ended March 31, 2014

A) Clause (ix)(a)

Undisputed statutory dues including provident fund, employees' state insurance, sales-tax, customs duty, excise duty, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities, except in case of tax deducted at source and service tax where there are slight delays in few cases.

B) Clause (ix)(c)

According to the records of the Company, the dues outstanding of excise duty and service tax on account of dispute, are as follows:

Name of statute	Nature of dues	Amount (Rs. Million)	Period to which the amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	12.33	Nov 2007 to Mar 2010	CESTAT
Central Excise Act, 1944	Non / short payment of Central Excise Duty for capital goods removed from Thane to Ambernath factory	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Non-reversal of Cenvat credit on Capital Goods retained at the old factory after surrender of the Central Excise registration	0.18	February 2008 to Aril 2008	CESTAT

Finance Act, 1994	Non-payment of service tax on sale of patent	6.42	January 2009	Commissioner (Appeals), Central Excise
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- vi) We draw attention to Note 2.1 in Annexure V to the Restated Summary Statements, which describes the basis of preparation of the Restated Summary Statements and explains why there is a possibility that these Restated Summary Statements may require adjustments before constituting the first complete Ind AS Financial Statements of the Company. Moreover, we draw attention to the fact that under Ind AS only a complete set of financial statements together with comparative financial information and explanatory notes can provide a fair presentation of the state of affairs (balance sheet) of the of the Company, profit (financial performance including other comprehensive income), cash flows and the changes in equity in accordance with Ind AS. Our opinion is not modified in respect of this matter.
8. We have not audited any financial statements of the Company as of any date or for any period subsequent to March 31, 2018. Accordingly, we express no opinion on the financial position, results of operations, cash flows or changes in equity of the Company as of any date or for any period subsequent to March 31, 2018.

Other Financial Information:

9. At the Company's request, we have also examined the following Restated Financial Information, proposed to be included in the DRHP, prepared by the management and approved by the Board of Directors of the Company and annexed to this report relating to the Company as at March 31, 2018, 2017, 2016, 2015 and 2014 and for each of the years ended March 31, 2018, 2017, 2016, 2015 and 2014.
- a. Annexure VII - Restated Ind AS Statement of Property, Plant and Equipment,
 - b. Annexure VIII - Restated Ind AS Statement of Investment Property,
 - c. Annexure IX - Restated Ind AS Statement of Intangible Assets and Intangible Assets under development,
 - d. Annexure X - Restated Ind AS Statement of Non-Current Investments,
 - e. Annexure XI- Restated Ind AS Statement of Non-Current and Current Loans
 - f. Annexure XII - Restated Ind AS Statement of Other financial assets,
 - g. Annexure XIII - Restated Ind AS Statement of Other Non-Current Assets,
 - h. Annexure XIV - Restated Ind AS Statement of Inventories,
 - i. Annexure XV - Restated Ind AS Statement of Trade receivables
 - j. Annexure XVI - Restated Ind AS Statement of Cash and Cash Equivalents and Other Bank Balances,
 - k. Annexure XVII - Restated Ind AS Statement of Other Current Assets,
 - l. Annexure XVIII - Restated Ind AS Statement of Share Capital,
 - m. Annexure XIX - Restated Ind AS Statement of Other Equity,
 - n. Annexure XX - Restated Ind AS Statement of Non-Current and Current Borrowings,
 - o. Annexure XXI - Restated Ind AS Statement of Trade Payables,
 - p. Annexure XXII - Restated Ind AS Statement of Other financial liabilities
 - q. Annexure XXIII - Restated Ind AS Statement of Non-Current and Current Provisions,
 - r. Annexure XXIII (A) - Restated Ind AS Statement of Contract Liabilities,
 - s. Annexure XXIV - Restated Ind AS Statement of Other current liabilities,
 - t. Annexure XXIV (A)- Restated Ind AS Statement of Government Grant,
 - u. Annexure XXV - Restated Ind AS Statement of Revenue from operations,
 - v. Annexure XXVI - Explanatory Notes to Revenue from operations
 - w. Annexure XXVII - Restated Ind AS Statement of Other income,
 - x. Annexure XXVIII - Restated Ind AS Statement of Cost of materials consumed,

- y. Annexure XXVIII A - Restated Ind AS Statement of Purchase of traded goods,
- z. Annexure XXIX - Restated Ind AS Statement of Decrease/(Increase) in inventories of finished goods, traded goods and work-in-progress,
- aa. Annexure XXX - Restated Ind AS Statement of Employee benefits expense,
- bb. Annexure XXXI - Restated Ind AS Statement of Other expenses
- cc. Annexure XXXII - Restated Ind AS Statement of Depreciation and amortisation expenses
- dd. Annexure XXXIII - Restated Ind AS Statement of Finance costs,
- ee. Annexure XXXIV - Restated Ind AS Statement of Accounting Ratios,
- ff. Annexure XXXV - Capitalisation statement as at March 31, 2018,
- gg. Annexure XXXVI - Restated Statement of Dividend Paid,
- hh. Annexure XXXVII - Restated Ind AS Statement of Related Party Transactions,
- ii. Annexure XXXVIII - Restated Ind AS Statement of tax shelter,
- jj. Annexure XXXIX - Restated Ind AS Statement of contingencies, commitments and other disclosures,
- kk. Annexure XXXX - Restated Ind AS Summary statement of Gratuity and other post-employment benefits,
- ll. Annexure XXXXI - Restated Ind AS Income Taxes
- mm. Annexure XXXXII - Restated Ind AS Statement of Share based payments,
- nn. Annexure XXXXIII - Restated Ind AS Summary statement of Segment information
- oo. Annexure XXXXIV - Restated Category of Financial Instruments
- pp. Annexure XXXXV - Restated Ind AS Summary Statement of Fair value hierarchy for assets and liabilities
- qq. Annexure XXXXVI - Restated Ind AS Summary Statement on Financial risk management objectives and policies
- rr. Annexure XXXXVII - Other disclosures to Restated Ind AS Summary Statements of Assets and Liabilities, Profits and Losses and Cash Flows
- ss. Annexure XXXXVIII - First time adoption of Ind AS

10. According to the information and explanations given to us, in our opinion, the Restated Summary Statements as at and for the year ended March 31, 2018 and the above mentioned restated financial information contained in Annexures VII to XXXXVIII to this report, read with Summary of Significant Accounting Policies disclosed in Para 2.1 of Annexure V, are prepared after making adjustments and regroupings as considered appropriate and disclosed in Annexure VI A and VI C and have been prepared in accordance with Section 26 of Part I of Chapter III of the Act, the ICDR Regulations and the Guidance Note.

11. According to information and explanation given to us, in our opinion the Proforma Ind AS Restated Summary Statements of the Company as at and for each of the years ended March 31, 2017, 2016, 2015 and 2014, read with Summary of Significant Accounting Policies disclosed in Annexure V, are prepared after making proforma adjustments as mentioned in Note 2.1 of Annexure V and have been prepared in accordance with ICDR Regulations and the Guidance Note.

Other matters

12. This report should not be in any way 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.

13. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

14. Our report is intended solely for use of the management for inclusion in the DRHP to be filed with SEBI in connection with the proposed IPO of the Company. Our report should not be used, referred to or distributed for any other purpose except with our prior consent in writing.

For S R B C & CO LLP
Chartered Accountants
ICAI Firm Registration Number: 324982E/E300003

per Anil Jobanputra
Partner
Membership number: 110759

Place: Mumbai
Date: September 14, 2018

(Rupees in million, unless otherwise stated)

Particulars	Annexure	As at March 31 2018	As at March 31 2017 (Proforma)	As at March 31 2016 (Proforma)	As at March 31 2015 (Proforma)	As at March 31 2014 (Proforma)
ASSETS						
Non-current assets						
Property, plant and equipment	VII	1,163.56	932.83	965.93	929.05	992.67
Capital work in progress	VII	123.57	43.66	7.08	7.98	0.59
Investment Property	VIII	-	-	135.54	137.08	138.62
Intangible assets	IX	173.03	82.16	72.16	9.75	14.33
Intangible assets under development	IX	378.56	380.58	327.56	330.79	248.71
Financial assets						
Investments	X	0.03	0.03	0.03	0.03	0.03
Loans	XI	0.52	0.83	1.20	0.66	6.19
Other financial assets	XII	39.75	138.05	33.44	28.96	27.27
Income Tax Assets	XXXXXI	7.00	7.00	10.66	11.57	9.10
Other non-current assets	XIII	52.03	25.15	9.27	13.79	4.62
Deferred tax Assets (Net)	XXXXXI	30.50	74.61	122.83	109.47	87.98
		-				
		1,968.55	1,684.90	1,685.70	1,579.13	1,530.11
Current assets						
Inventories	XIV	535.07	492.06	444.86	353.35	204.24
Financial assets						
Trade receivable	XV	837.31	471.85	435.34	251.41	230.98
Cash and cash equivalents	XVI	7.18	17.10	38.47	14.70	8.31
Other bank balances	XVI	16.68	2.34	1.99	21.94	1.75
Loans	XI	1.33	1.99	1.59	1.66	3.30
Other financial assets	XII	56.16	32.98	33.64	24.62	13.99
Other current assets	XVII	334.77	106.83	69.21	50.59	38.36
		1,788.50	1,125.15	1,025.10	718.27	500.93
TOTAL ASSETS		3,757.05	2,810.05	2,710.80	2,297.40	2,031.04
EQUITY & LIABILITIES						
Equity						
Equity share capital	XVIII	78.33	78.33	78.33	78.33	78.33
Other equity	XIX	1,665.22	1,564.17	1,472.08	1,363.74	1,322.67
		1,743.55	1,642.50	1,550.41	1,442.07	1,401.00
LIABILITIES						
Non-current liabilities						
Financial liabilities						
Borrowings	XX	468.90	198.02	223.86	243.86	178.13
Trade payables	XXI	10.21	15.76	3.27	9.81	8.74
Other financial liabilities	XXII	18.00	-	-	-	-
Provisions	XXIII	22.56	8.87	11.85	8.23	5.85
Contract Liabilities	XXIII-A	159.75	138.40	135.98	84.27	42.60
		679.42	361.05	374.96	346.17	235.32
Current liabilities						
Financial liabilities						
Borrowings	XX	417.06	246.89	305.15	122.59	75.47
Trade payables	XXI	657.29	401.14	334.39	238.34	200.96
Other financial liabilities	XXII	209.68	134.21	110.84	127.66	95.58
Other current liabilities	XXIV	8.87	11.80	9.60	15.38	6.58
Government Grant	XXIV-A	22.42	8.81	1.60	-	3.22
Provisions	XXIII	2.58	-	8.03	4.31	12.58
Contract Liabilities	XXIII-A	9.67	2.16	1.77	0.88	0.17
Current tax liabilities (net)	XXXXXI	6.51	1.49	14.05	-	0.16
		1,334.08	806.50	785.43	509.16	394.72
TOTAL EQUITY & LIABILITIES		3,757.05	2,810.05	2,710.80	2,297.40	2,031.04

Note:

The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

As per our report of even date attached

For S R B C & COLLP

Chartered Accountants

ICAI Firm registration number: 324982E/E300003

per Anil Jobanputra

Partner

Membership no.: 110759

Place of Signature: Mumbai

Date : 14 September 2018

For and on behalf of the Board of directors of Inventia Healthcare Limited

Mr. Janak R Shah

Managing Director

DIN :- 00019819

Mrs. Maya J Shah

Whole Time Director

DIN :- 00019904

Mr. Hemendra R Shah

Chief Financial Officer

Mrs. Rupa D Desai

Company Secretary

Place of Signature: Mumbai

Date : 14 September 2018

(Rupees in million, unless otherwise stated)

Particulars	Annexure	For the year ended				
		March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Income						
Revenue from operations	XXV	3,092.42	2,773.71	2,405.91	2,075.02	1,792.40
Other income	XXVII	15.79	30.48	66.37	15.40	5.88
Total Income		3,108.21	2,804.19	2,472.28	2,090.42	1,798.28
Expenses						
Cost of material consumed	XXVIII	1,217.81	920.50	786.66	647.05	545.35
Purchase of traded goods	XXVIII - A	239.25	364.80	435.82	386.20	313.43
Decrease/(Increase) in inventories of finished goods, traded goods and work-in-progress	XXIX	(16.07)	5.42	(32.42)	(26.05)	12.07
Excise duty on sale of goods	XXV	21.03	125.25	122.09	116.74	105.75
Employee benefits expense	XXX	538.30	437.28	411.15	370.46	339.37
Other Expenses	XXXI	655.24	565.66	432.52	402.14	346.50
Total expenses		2,655.56	2,418.91	2,155.82	1,896.54	1,662.47
Earnings before interest, tax, depreciation and amortisation (EBITDA)		452.65	385.28	316.46	193.88	135.81
Depreciation and Amortisation expense	XXXII	120.34	111.59	100.00	98.45	107.95
Finance cost	XXXIII	71.07	32.29	51.92	22.82	28.91
Restated profit/(loss) before exceptional items and tax		261.24	241.40	164.54	72.61	(1.05)
Exceptional items	VII, IX	-	-	-	27.77	-
Restated profit/(loss) before tax		261.24	241.40	164.54	44.84	(1.05)
Tax expense:						
Current Tax expense/(credit)						
Pertaining to profit for the current year	XXXXI	60.33	50.61	44.01	21.46	4.74
Deferred tax expense/ (credit)	XXXXI	43.83	48.95	(13.00)	(20.67)	(34.27)
Total tax expense		104.16	99.56	31.01	0.79	(29.53)
Restated Profit/ (Loss) for the year attributable to equity share holders		157.08	141.84	133.53	44.05	28.48
Other Comprehensive Income ('OCI')						
Items that will not be reclassified to profit or loss						
Remeasurements of post-employment benefit obligation		0.83	(2.13)	(1.05)	(2.48)	(3.12)
Income tax effect		(0.29)	0.74	0.36	0.84	1.06
Other Comprehensive Income/ (Loss) for the year (net of tax)		0.54	(1.39)	(0.69)	(1.64)	(2.06)
Total Comprehensive Income/ (Loss) for the year		157.62	140.45	132.84	42.41	26.42
Earnings per share						
- Basic, computed on the basis of profit for the year	XXXIV	15.04	13.58	12.79	4.22	2.73
- Diluted, computed on the basis of profit for the year	XXXIV	15.04	13.58	12.79	4.22	2.73

Note:

The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

As per our report of even date attached

For S R B C & CO LLP

Chartered Accountants
ICAI Firm registration number: 324982E/E300003

For and on behalf of the Board of directors of Inventia Healthcare Limited

per Anil Jobanputra
Partner
Membership no.: 110759

Mr. Janak R Shah
Managing Director
DIN :- 00019819

Mrs. Maya J Shah
Whole Time Director
DIN :- 00019904

Place of Signature: Mumbai
Date : 14 September 2018

Mr. Hemendra R Shah
Chief Financial Officer

Mrs. Rupa D Desai
Company Secretary

Place of Signature: Mumbai
Date : 14 September 2018

(Rupees in million, unless otherwise stated)

Particulars	For the year ended				
	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Cash flow from operating activities					
Profit/(Loss) before tax for the year, as restated	261.24	241.40	164.54	44.84	(1.05)
Adjustments for :					
Depreciation and amortisation expense	120.34	111.59	100.00	98.45	107.95
Mark to Market Loss arising on Derivative Contract	19.33	-	-	-	-
WDV having NIL useful life written off (refer Annexure VII & IX)	-	-	-	27.77	-
Loss/(gain) on sale of fixed assets (net)	0.24	27.81	(38.01)	0.68	0.17
Unrealised foreign exchange loss/(gain)	(12.72)	(4.39)	(3.72)	(0.44)	6.06
Premium on forward exchange contract amortised	-	-	-	-	0.86
Bad debts written off	0.37	0.28	2.34	0.33	0.63
Deferred Rent Expense	0.87	0.14	1.05	1.04	1.05
Interest expense	50.45	32.29	51.92	22.82	28.91
Interest income	(3.82)	(4.42)	(1.68)	(1.61)	(1.67)
Dividend income	(0.01)	(0.00)	(0.00)	(0.00)	(0.00)
Employee Benefit Expense	0.62	(1.67)	(0.45)	(0.38)	(0.70)
Operating profit before working capital changes	436.91	403.03	275.98	193.50	142.20
Movements in working capital :					
Increase / (decrease) in trade payables	249.78	81.14	89.69	37.11	10.06
Increase / (decrease) in long-term provisions	13.69	(6.23)	5.05	(5.99)	8.03
Increase / (decrease) in short term provisions	2.58	(4.79)	2.29	(0.07)	(1.64)
Increase / (decrease) in other non-current liabilities	20.72	25.24	50.07	47.95	20.65
(Increase) / decrease in trade receivables	(350.80)	(41.05)	(187.44)	(16.83)	(31.90)
(Increase) / decrease in inventories	(46.63)	(43.34)	(91.49)	(149.12)	3.24
(Increase) / Decrease in long-term loans and advances	(12.85)	(9.99)	(5.58)	6.29	5.17
(Increase) / Decrease in short-term loans and advances	(251.83)	(33.12)	(37.90)	(22.78)	(1.14)
(Increase) / Decrease in other current assets	(3.15)	-	-	-	-
Cash generated from operations	58.42	370.89	100.67	90.06	154.67
Direct taxes paid (net of refunds)	(55.31)	(59.50)	(29.05)	(23.93)	(8.49)
Net cash flow from / (used in) operating activities (A)	3.11	311.39	71.63	66.13	146.18
Cash flow from investing activities					
Purchase of property, plant and equipment, including intangible assets under development	(503.24)	(184.87)	(177.76)	(150.95)	(191.99)
Proceeds from sale of property, plant and equipment	0.44	107.00	53.10	3.01	0.94
(Investment)/Proceeds from Fixed Deposit	89.00	(100.30)	17.60	(20.27)	-
(Investment)/Proceeds from Leave Salary Fund	4.41	(4.41)	-	-	-
Interest received	5.26	0.73	0.71	0.32	0.47
Dividends received	0.01	0.00	0.00	0.00	0.00
Net cash flow from/ (used in) investing activities (B)	(404.12)	(181.85)	(106.35)	(167.89)	(190.58)
Cash flow from financing activities					
Proceeds from long-term borrowings	437.90	108.27	119.90	194.72	171.46
Repayment of long-term borrowings	(111.56)	(125.47)	(169.96)	(104.96)	(49.42)
(Repayment) / Proceeds of short term borrowings (net)	168.35	(51.94)	186.16	44.54	(20.32)
Interest paid	(47.14)	(33.36)	(53.87)	(23.76)	(31.61)
Dividend paid	(47.00)	(39.17)	(19.58)	(1.96)	(15.67)
Tax on equity dividend paid	(9.57)	(7.97)	(3.99)	(0.33)	(2.66)
Net cash flow from/(used) in financing activities (C)	390.98	(149.64)	58.66	108.25	51.78
Net increase / (decrease) in cash and cash equivalents (A)+(B)+(C)	(10.03)	(20.10)	23.94	6.49	7.38
Effect of exchange differences on cash & cash equivalents held in foreign currency	0.11	(1.27)	(0.17)	(0.10)	(0.07)
Cash and cash equivalents at the beginning of the year	17.10	38.47	14.70	8.31	1.00
Cash and cash equivalents at the end of the year (Annexure XVI)	7.18	17.10	38.47	14.70	8.31
Components of cash and cash equivalents					
Cash in hand	1.10	0.26	0.42	0.47	0.38
Balances with bank	6.08	16.84	38.05	14.23	7.93
Total cash and cash equivalents (Annexure XVI)	7.18	17.10	38.47	14.70	8.31

Note:

The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

As per our report of even date attached

For S R B C & CO LLP
Chartered Accountants
ICAI Firm registration number: 324982E/E300003

For and on behalf of the Board of directors of Inventia Healthcare Limited

per Anil Jobanputra
Partner
Membership no.: 110759

Mr. Janak R Shah
Managing Director
DIN :- 00019819

Mrs. Maya J Shah
Whole Time Director
DIN :- 00019904

Place of Signature: Mumbai
Date : 14 September 2018

Mr. Hemendra R Shah
Chief Financial Officer

Mrs. Rupa D Desai
Company Secretary

Place of Signature: Mumbai
Date : 14 September 2018

(a) Equity shares:

of ₹ 10 each issued, subscribed and fully paid

Particulars	No of Shares	₹ In Million
At 31 March 2014 (Proforma)	7,833,000	78.33
At 31 March 2015 (Proforma)	7,833,000	78.33
At 31 March 2016 (Proforma)	7,833,000	78.33
At 31 March 2017 (Proforma)	7,833,000	78.33
At 31 March 2018	7,833,000	78.33

(b) Other equity

(Rupees in million, unless otherwise stated)

Particulars	Securities Premium Reserve	Employee Stock Reserve	Retained Earnings	General Reserve	Total Equity
	As at 01 April 2017	881.67	-	494.05	188.45
Utilised for dividend distribution	-	-	(47.00)	-	(47.00)
Tax on dividend distributed	-	-	(9.57)	-	(9.57)
Other comprehensive income	-	-	0.54	-	0.54
Profit for the year	-	-	157.08	-	157.08
As at 31 March 2018	881.67	-	595.10	188.45	1,665.22
As at 01 April 2016 - Proforma	881.67	5.23	397.38	187.80	1,472.08
Utilised for dividend distribution	-	-	(39.17)	-	(39.17)
Tax on dividend distributed	-	-	(7.97)	-	(7.97)
Profit for the year	-	-	141.84	-	141.84
Other comprehensive income	-	-	(1.39)	-	(1.39)
Foreign exchange gain/ loss on PP&E (refer annexure XXXXVIII)	-	-	(1.53)	-	(1.53)
Employee Stock Compensation	-	0.31	-	-	0.31
Transfer to General Reserve	-	(0.65)	-	0.65	-
As at 31 March 2017- Proforma	881.67	4.89	489.16	188.45	1,564.17
Transition date adjustment (refer Annexure XXXXVIII)	-	(4.89)	4.89	-	-
As at 01 April 2017	881.67	-	494.05	188.45	1,564.17
As at 01 April 2015 - Proforma	881.67	4.30	322.47	155.30	1,363.74
Utilised for dividend distribution	-	-	(19.58)	-	(19.58)
Tax on dividend distributed	-	-	(3.99)	-	(3.99)
Amount transferred from surplus balance in the statement of profit and loss	-	-	(32.50)	32.50	-
Profit for the year	-	-	133.53	-	133.53
Other comprehensive income	-	-	(0.69)	-	(0.69)
Foreign exchange gain/ loss on PP&E (refer annexure XXXXVIII)	-	-	(1.86)	-	(1.86)
Employee Stock Compensation	-	0.93	-	-	0.93
As at 31 March 2016 - Proforma	881.67	5.23	397.38	187.80	1,472.08
As at 01 April 2014 - Proforma	881.67	3.16	290.91	146.93	1,322.67
Utilised for dividend distribution	-	-	(1.96)	-	(1.96)
Tax on dividend distributed	-	-	(0.33)	-	(0.33)
Amount transferred from surplus balance in the statement of profit and loss	-	-	(8.20)	8.20	-
Profit for the year	-	-	44.05	-	44.05
Other comprehensive income	-	-	(1.64)	-	(1.64)
Foreign exchange gain/ loss on PP&E (refer annexure XXXXVIII)	-	-	(0.36)	-	(0.36)
Employee Stock Compensation	-	1.31	-	-	1.31
Transfer to General Reserve	-	(0.17)	-	0.17	-
As at 31 March 2015 - Proforma	881.67	4.30	322.47	155.30	1,363.74
As at 01 April 2013 - Proforma	881.67	0.54	280.60	146.93	1,309.74
Utilised for dividend distribution	-	-	(15.67)	-	(15.67)
Tax on dividend distributed	-	-	(2.66)	-	(2.66)
Profit for the year	-	-	28.48	-	28.48
Other comprehensive income	-	-	(2.06)	-	(2.06)
Foreign exchange gain/ loss on PP&E (refer annexure XXXXVIII)	-	-	2.22	-	2.22
Employee Stock Compensation	-	2.62	-	-	2.62
As at 31 March 2014 - Proforma	881.67	3.16	290.91	146.93	1,322.67

Notes:

The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

For S R B C & CO LLP

Chartered Accountants

ICAI Firm registration number: 324982E/E300003

For and on behalf of the Board of directors of Inventia Healthcare Limited

per Anil Jobanputra

Partner

Membership no.: 110759

Place of Signature: Mumbai

Date : 14 September 2018

Mr. Janak R Shah

Managing Director

DIN :- 00019819

Mr. Hemendra R Shah

Chief Financial Officer

Place of Signature: Mumbai

Date : 14 September 2018

Mrs. Maya J Shah

Whole Time Director

DIN :- 00019904

Mrs. Rupa D Desai

Company Secretary

1. Corporate information

Inventia Healthcare Limited ('Inventia' or 'the Company'), incorporated in India in 1985 as a Private Limited Company, is engaged in the manufacturing of pharmaceutical formulations with focus developing value-added (Novel Drug Delivery Systems) single ingredients and novel combination products in the solid oral dosage forms.

The Company has converted from Private Company to Public Company, pursuant to a special resolution passed in the extraordinary general meeting of the Shareholders of our Company held on June 22, 2018 and consequently the name of the Company has changed to Inventia Healthcare Limited pursuant to a fresh certificate of incorporation issued by the ROC on June 29, 2018. The Restated Ind AS Summary Statement of Assets and Liabilities, the Restated Ind AS Summary Statement of Profit and Loss, the Restated Ind AS Summary Statement of Cash Flows and Restated Ind AS Statement of Changes in Equity (hereinafter collectively referred to as "Restated summary statements") have been prepared by the Management in connection with the proposed listing of equity shares of the Company by way of an initial public offer, which is to be filed by the Company with Securities and Exchange Board of India, the Registrar of Companies, Mumbai and the concerned Stock Exchanges.

2. Basis of preparation and Significant accounting policies:

2.1 Basis of preparation

The Restated Ind AS Statement of Assets and Liabilities of the Company as at March 31, 2018, 2017, 2016, 2015 and 2014 and the Restated Ind AS Statement of Profit and Loss, the Restated Ind AS Statement of Changes in Equity and the Restated Ind AS Statement of Cash flows for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 and Restated Other Financial Information (together referred as 'Restated Financial Information') have been prepared by the management for inclusion in the offer document, in connection with its proposed Initial Public Offer, to be filed by the Company with the Securities Exchange Board of India, Registrar of Companies, Mumbai and the concerned Stock Exchange in accordance with the requirements of:

- a) Sub-section (1) of section 26 of Part I of Chapter III of the Companies Act 2013 (the "Act");;
- b) The SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 issued by the Securities and Exchange Board of India ("SEBI") on August 26, 2009, as amended to date in pursuance of provisions of Securities and Exchange Board of India Act, 1992 read along with SEBI circular No. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 2016 (together referred to as the "SEBI regulations"); and
- c) Guidance Note on Reports in Company Prospectuses (revised 2016) issued by the Institute of Chartered Accountants of India

For all periods up to and including the year ended March 31, 2018, the Company prepared its audited financial information in accordance with accounting standards notified under section 133 of the Companies Act 2013, read together with paragraph 7 of the Companies (Accounts) Rules, 2014 and Companies (Accounting Standards Amendment) Rules, 2016 (as and when effected) ('Indian GAAP' or 'Previous GAAP').

The Company has elected to present all five years Restated Financial Information as per Ind AS/ Proforma Ind AS, instead of Indian GAAP. The following approach has been used by the Company for preparing and presenting the Restated Financial Information:

- I) The Restated Financial Information as at and for the year ended March 31, 2018
The Company has prepared its financial statements till March 31, 2018 in accordance with the requirements of Indian GAAP. From the accounting year ending March 31, 2019, the Company will prepare its first annual set of financial statements in accordance with Indian Accounting Standards (Ind-AS) and hence the date of transition to Ind AS is April 1, 2017. Accordingly, the Restated Financial Information as at and for the year ended March 31, 2018 are not full set of Ind AS financial statements and has been compiled from the audited financial statements under Indian GAAP as at March 31, 2018 after making the following adjustments:
 - A. GAAP adjustments between Indian GAAP and the recognition and measurement principles of Ind AS prescribed under section 133 of the Companies Act, 2013 read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended), applicable for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Information by the Board of Directors of the Company, as detailed in Annexure XXXVIII.
 - B. The exceptions applied and exemptions elected by the Company, in respect of accounting policy choices availed as per Ind AS 101 as initially adopted on transition date i.e. April 1, 2017, which have been detailed in Annexure XXXVIII on First Time Adoption of Ind AS. The impact there of has been accounted for in the opening equity as at April 1, 2017.
 - C. The restatement adjustments (both re-measurements and reclassifications) in the accounting heads made to follow accounting policies and accounting policy choices as stated above and more fully described in Annexure VI A – Statement of Restatement Adjustments, Annexure VI C – Material Regroupings.

Until the first complete Ind AS financial statements are issued, the balances in the Restated Financial Information can change if:

- i. there are any new Ind AS standards issued through March 31, 2019;
- ii. there are any amendments/modifications made to existing Ind AS standards or interpretations thereof through March 31, 2019 effecting the Ind AS balances in these financial statements; and
- iii. if the Company makes any changes in the elections and/or exemptions selected on adoption of Ind AS at its transition date of April 1, 2017

Whilst the Restated Financial Information as at and for the year ended March 31, 2018 are in compliance with recognition and measurement principles as laid down in Ind AS which may become applicable to the Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Information by the Board of Directors of the Company, these balances which will be comparative balances in the final Ind AS financial statements when prepared for the year ended March 31, 2019 are subject to adjustments if any of the aforesaid events specified above occur.

- II) The Restated Financial Information as at and for the years ended 31 March 2017, 2016, 2015 and 2014

The Restated Financial Information as at and for the years ended 31 March 2017, 2016, 2015 and 2014 has been compiled by the Company from the then audited financial statements prepared under the Indian GAAP. The Restated Financial Information for the years ended March 31, 2017, 2016, 2015 and 2014 has been prepared on Proforma basis (i.e. "Proforma Ind AS financial information") in accordance with requirements of SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 31, 2016 ("SEBI Circular") and Guidance note on reports in company prospectuses issued by Institute of Chartered Accountants of India (ICAI) For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has followed the same accounting policies and accounting policy choices, including the mandatory exceptions and optional exemptions, as initially adopted on transition date i.e. April 1, 2017 which are subject to changes, if any, as stated in para I above. Accordingly, suitable restatement adjustments (both re-measurements and reclassifications) in the accounting heads are made to the Proforma Ind AS financial information as of and for the years ended March 31, 2017, 2016, 2015, and 2014 following accounting policies and accounting policy choices consistent with that used at the date of transition to Ind AS (i.e. April 1, 2017) which are subject to changes, if any, as stated in para I above.

Further, the equity balance computed under Proforma Ind AS financial statements as at March 31, 2017 and equity balance computed in opening Ind AS Balance sheet as at transition date (i.e. April 1, 2017), differs due to restatement adjustments made as at April 1, 2016, 2015, 2014 and 2013. Accordingly, as specified in the Guidance Note, the closing equity balance as at March 31, 2017 of the Proforma Ind AS financial statements has not been carried forward to opening Ind AS Balance sheet as at transition date already adopted for reporting under Companies Act, 2013. The reconciliation of the two is provided in Annexure XXXXVIII

In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standard and SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 2016, the Company has presented a reconciliation from the presentation of Restated Financial Information under Accounting Standards notified under the Companies (Accounting Standards) Rules, 2006 (Previous GAAP) to Ind AS of Restated Shareholders' equity as at March 31, 2018, 2017, 2016, 2015 and 2014 and of the Restated Summary Statement of Profit and Loss for the year ended March 31, 2018, 2017, 2016, 2015 and 2014.

These Restated Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of Companies Act, 2013, requirements of Ind AS 1 and other applicable Ind AS principles.

The Restated Financial Information is presented in Indian Rupees (INR) and all values are rounded to the nearest millions, except where otherwise indicated.

The Restated Financial Information has been reviewed by the Audit Committee and approved by the Board of Directors of the Company on September 14, 2018

2.2 Significant accounting, judgments, estimates and assumptions

The preparation of financial statements in conformity with Ind AS requires the management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures, and the disclosure of contingent liabilities, at the end of the reporting period. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur. The areas involving critical estimates or judgments are:

- Estimation of defined benefit obligation

The cost of the defined benefit gratuity plan and the present value of the gratuity obligation are determined using actuarial valuations. An actuarial valuation involves making various assumptions that may differ from actual developments in the future. These include the determination of the discount rate, future salary increases and mortality rates. All assumptions are reviewed at each reporting date.

The parameter most subject to change is the discount rate. In determining the appropriate discount rate for plans operated in India, the management considers the interest rates of government bonds in currencies consistent with the currencies of the post-employment benefit obligation. Future salary increases are based on expected future inflation rates. The mortality rate is based on publicly available mortality tables for the country. Those mortality tables tend to change only at interval in response to demographic changes.

- Fair Value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the discounted cash flow model. 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.

- Estimation of useful life of property, plant and equipment and intangible asset

Property, plant and equipment and intangible assets represent a significant proportion of the asset base of the Company. The charge in respect of periodic depreciation is derived after determining an estimate of an asset's expected useful life and the expected residual value at the end of its life. The useful lives and residual values of assets are determined by

management at the time the asset is acquired and reviewed periodically, including at each financial year end. The lives are based on historical experience with similar assets.

- Share based payment

The Company initially measures the cost of equity-settled transactions with employees using Black Scholes model to determine the fair value of the liability incurred. Estimating fair value for share-based payment transactions requires determination of the most appropriate valuation model, which is dependent on the terms and conditions of the grant. This estimate also requires determination of the most appropriate inputs to the valuation model including the expected life of the share option, volatility and dividend yield and making assumptions about them.

- Revenue recognition

The company recognises revenue on the satisfaction of the performance obligations in its contracts with customers. All the contracts contain a single performance obligation, i.e., sale of the manufactured goods which is satisfied point in time when the control in the goods is passed on to the customer. Management believes that the control in the goods is transferred when the goods are dispatched to the customer in case of domestic sales, in case of exports, the Company follows the incoterms to determine transfer of control.

Certain contracts contain variable consideration in the form of profit share which is receivable from the customers in the future periods. The amount of profit share is highly variable and cannot be estimated reliably due to the dynamic nature of the markets in which the products are sold, hence, the variable consideration is constrained and not included in the transaction price. Advances received from the customer in certain contracts is recognised as revenue based on the estimated sales projections.

- Intangible Assets under Development

The Company capitalises intangible asset under development for a project in accordance with the accounting policy. Initial capitalisation of costs is based on management's judgement that technological and economic feasibility is confirmed, usually when a product development project has reached a defined milestone according to an established project management model.

- Taxes

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 together with future tax planning strategies.

2.3 Summary of significant accounting policies

- a) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification. An asset is treated as current when it is:

- Expected to be realized or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realized in normal operating cycle or within twelve months after the reporting period or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in normal operating cycle or due to be settled within twelve months after the reporting period
- It is held primarily for the purpose of trading
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

The Company classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realization in cash and cash equivalents. The Company has identified period of twelve months as its operating cycle.

b) Property, Plant and Equipment

Property, Plant & Equipment are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. The cost comprises purchase price, borrowing costs if capitalisation criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discounts and rebates are deducted in arriving at the purchase price.

Subsequent expenditure related to an item of Property, Plant & Equipment is included in asset's carrying amount or recognised as a separate asset, as appropriate only when it is probable that future economic benefits associated with the item will flow to the company and cost of the item can be measured reliably. When significant parts of plant and equipment are required to be replaced at intervals, the company depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Gains or losses arising from derecognition of Property, Plant & Equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

The Company identifies and determines cost of each component/ part of the asset separately, if the component/ part has a cost which is significant to the total cost of the asset and has useful life that is materially different from that of the remaining asset.

Capital work in progress is stated at cost net of accumulated impairment losses, if any. Capital work-in-progress comprises of expenditure incurred for construction of building.

c) Depreciation on Property, Plant & Equipment

Leasehold land is amortised on a straight line basis over the period of lease i.e. 92-95 years.

All the components are depreciated over the useful lives of the principal assets. Depreciation on fixed assets is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. The Company has used the following rates to provide depreciation on its fixed assets.

Particulars	Useful Life in years	Useful life in years
	(upto March 31,2014)	(from 2014-15 onwards)
Factory buildings	30	30
Corporate buildings	61	60
Plant and Machinery	14 to 18	14 to 18
Material Handling Equipment	12 to 18	12 to 18
Laboratory Equipment	14	14
Electrical Fittings	10	10
Office Equipment	21	5
Computers - Servers & Networks	6	6
Computers - Desktops, Laptops	3	3
Furniture and fixtures	16	10
Vehicles	8 to 10	8 to 10
Leasehold improvements	5 (life based on lease period)	5 (life based on lease period)

The management has estimated, supported by independent assessment by professionals, the useful lives of the following classes of assets.

The useful lives of certain Plant and Machinery, Laboratory Equipment and Material Handling Equipment are estimated as 14 to 18 years, 14 years and 12 to 18 years respectively. These lives are higher than those indicated in schedule II.

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year and adjusted prospectively, if appropriate.

On transition to Ind AS, the Company has elected to continue with the carrying value of all of its property plant and equipment recognised as at April 1, 2017, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property plant and equipment. For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017,2016 ,2015 and 2014, the Company has rolled back the depreciation based

on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back.

d) Intangible assets

Intangible assets are recognized when it is probable that the future economic benefits that are attributable to the assets will flow to the company and the cost of the asset can be measured reliably. Internally generated intangibles, excluding capitalized development costs, are not capitalized and the related expenditure is reflected in profit and loss in the period in which the expenditure is incurred.

The useful lives of intangible assets are assessed as finite. The amortization period and the amortization method for an intangible asset with a finite useful life are reviewed at least at the end of each reporting period. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in accounting estimates.

Intangible assets with finite lives are amortized over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired.

Computer Software

Computer Software is amortised using the straight line method over a period of 3 years.

Research and development costs (R&D)

Research costs are expensed as incurred. Development expenditures on an individual project are recognised as an intangible asset when the Company can demonstrate:

- The technical feasibility of completing the intangible asset so that the asset will be available for use or sale
- Its intention to complete and its ability and intention to use or sell the asset
- How the asset will generate future economic benefits
- The availability of resources to complete the asset
- The ability to measure reliably the expenditure during development

Following initial recognition of the development expenditure as an asset, the asset is carried at cost less any accumulated amortisation and accumulated impairment losses. Amortisation of the asset begins when development is complete, and the asset is available for use. Any expenditure carried forward is amortised over the period of expected future sales from the related project, over a period of ten years from the date of commercialisation of the product.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

On transition to Ind AS, the Company has elected to continue with the carrying value of all of its Intangible Assets recognised as at April 1, 2017, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property plant and equipment. For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the amortisation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back.

e) Investment Property

Since there is no change in the functional currency, the Company has elected to continue with the carrying value for all of its investment property as recognised in its Indian GAAP financial statements as deemed cost at the transition date, viz., 1 April 2017.

Investment properties are measured initially at cost, including transaction costs. Subsequent to initial recognition, investment properties are stated at cost less accumulated depreciation and accumulated impairment loss, if any.

When significant parts of the investment property are required to be replaced at intervals, the Company depreciates them separately based on their specific useful life. All other repair and maintenance costs are recognised in profit or loss as incurred. The Company depreciates investment property, over the period of its lease.

Though the Company measures investment property using cost based measurement, the fair value of investment property is disclosed in the notes. Fair values are determined based on an evaluation performed by an accredited external independent valuer applying a valuation model recommended by the International Valuation Standards Committee.

Investment properties are derecognised either when they have been disposed of or when they are permanently withdrawn from use and no future economic benefit is expected from their disposal. The difference between the net disposal proceeds and the carrying amount of the asset is recognised in profit or loss in the period of derecognition.

f) Leases

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

Where the Company is lessee

Leases where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognised as an expense in the statement of profit and loss account on a straight line basis over the lease term.

g) Impairment of non-financial assets

The carrying amounts of assets are reviewed at each balance sheet date. If there is any indication of impairment based on internal / external factors, an impairment loss is recognised, i.e. wherever the carrying amount of an asset exceeds its recoverable amount. The recoverable amount is the greater of the assets net selling price and value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life.

The carrying value of development costs is reviewed for impairment annually when the asset is not yet in use, and otherwise when events or changes in circumstances indicate that the carrying value may not be recoverable.

h) 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. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs.

i) Financial instruments:

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

i. Financial assets

Initial recognition and measurement:

All financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset.

Subsequent measurement:

For purposes of subsequent measurement, financial assets are classified in three broad categories:

- Debt instruments at amortized cost
- Debt instruments at fair value through OCI (FVTOCI)

- Debt instruments, derivatives and equity instruments at fair value through profit and loss (FVTPL)
- Equity instruments measured at fair value through other comprehensive income.

Debt instruments at amortized cost:

A Debt instrument is measured at amortized cost (net of any write down for impairment) the asset is held to collect the contractual cash flows (rather than to sell the instrument prior to its contractual maturity to realize its fair value changes) and The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest ("SPPI") on the principal amount outstanding.

Such financial assets are subsequently measured at amortized cost using the effective interest rate (EIR) method. Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included in finance income in the profit and loss. The losses arising from impairment are recognized statement of profit and loss. This category generally applies to trade and other receivables

Debt instruments at fair value through OCI (FVTOCI):

A financial asset that meets the following two conditions is measured at fair value through OCI unless the asset is designated at fair value through profit and loss under fair value option.

- The financial asset is held both to collect contractual cash flows and to sell.
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in OCI. However, the Company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognized in OCI is reclassified from the equity to Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL).

FVTPL is a residual category for company's investment instruments. Any instruments which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

All investments included within the FVTPL category are measured at fair value with all changes recognized in the Profit and Loss.

Equity investments:

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the Company may make an irrevocable election to present in other

comprehensive income subsequent changes in the fair value. The Company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

Derecognition:

A financial asset (or, where applicable, a part of a financial asset or part of a company of similar financial assets) is primarily derecognized when:

- The rights to receive cash flows from the asset have expired, or
- The Company has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Company has transferred substantially all the risks and rewards of the asset, or (b) the Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Company has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if and to what extent it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Company continues to recognize the transferred asset to the extent of the Company's continuing involvement. In that case, the Company also recognizes an associated liability. The transferred asset and the associated liability are measured on a bases that reflect the rights and obligations that the Company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Company could be required to repay.

Impairment of financial assets:

In accordance with Ind AS 109, the Company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the financial assets which are not fair valued through profit and loss and equity instruments recognised in OCI.

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables. It recognizes impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL is the difference between all contractual cash flows that are due to the Company in accordance with the contract and all the cash flows that the entity expects to receive (i.e., all cash shortfalls), discounted at the original EIR. When estimating the cash flows, an entity is required to consider:

- All contractual terms of the financial instrument (including prepayment, extension, call and similar options) over the expected life of the financial instrument. However, in rare cases when the expected life of the financial instrument cannot be estimated reliably, then the entity is required to use the remaining contractual term of the financial instrument.
- Cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/ expense in the statement of profit and loss (P&L). This amount is reflected under the head 'other expenses' in the statement of profit and loss (P&L). The balance sheet presentation for various financial instruments is described below:

- Financial assets measured as at amortized cost and contractual revenue receivables: ECL is presented as an allowance, i.e., as an integral part of the measurement of those assets in the balance sheet. The allowance reduces the net carrying amount. Until the asset meets write-off criteria, the Company does not reduce impairment allowance from the gross carrying amount.
- Debt instruments measured at FVTOCI: Since financial assets are already reflected at fair value, impairment allowance is not further reduced from its value. Rather, ECL amount is presented as 'accumulated impairment amount' in the OCI.

ii. Financial liabilities

Initial recognition and measurement:

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss or at amortized cost, as appropriate.

All financial liabilities are recognized initially at fair value and, in the case of loans and borrowings, net of directly attributable transaction costs.

The Company's financial liabilities include borrowings, trade payables and other payables.

Subsequent measurement:

After initial recognition, interest-bearing loans and borrowings and other payables are subsequently measured at amortized cost using the EIR method. Gains and losses are recognized in profit and loss when the liabilities are derecognized as well as through the EIR amortization process.

Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included as finance costs in the statement of profit and loss (P&L).

Derecognition:

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the statement of profit and loss (P&L).

iii. Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, to realize the assets and settle the liabilities simultaneously.

j) Derivatives

The Company uses derivative financial instruments, such as forward currency contracts and cross currency interest rate swaps, to hedge its foreign currency risks and interest rate risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

k) Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability - or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorized 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
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

The Company's board Committee approves the policies for both recurring and non-recurring fair value measurement. Where seen appropriate external valuers are involved. The board committee reviews the valuation results. This includes a discussion of the major assumptions used in the valuations.

For assets and liabilities that are recognized in the financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period. External valuers are involved for valuation of significant assets and liabilities. The management selects external valuer on various criteria such as market knowledge, reputation, independence and whether professional standards are maintained by valuer. The management decides, after discussions with the Company's external valuers, which valuation techniques and inputs to use for each case.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

l) Inventories

Raw materials, packing materials, stores and spares are valued at lower of cost and net realisable value. However, materials and other items held for use in the production of inventories are not written down below cost if the finished products in which they will be incorporated are expected to be sold at or above cost. Cost of raw materials, packing materials and stores and spares is determined on a moving average basis.

Work-in-progress and finished goods are valued at lower of cost and net realisable value. Cost includes direct materials and labour and a proportion of manufacturing overheads based on normal operating capacity. Cost of finished goods includes excise duty and is determined on a moving weighted average basis.

Traded goods are valued at lower of cost and net realizable value. Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on a moving weighted average basis.

Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and estimated costs necessary to make the sale.

m) Revenue recognition

Revenue is recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer. The Company identifies the performance obligations in its contracts with customers and recognises revenue as and when the performance obligations are satisfied. Refer section 2.2 for significant accounting, judgments and estimates related to revenue.

The Company has assumed that recovery of excise duty flows to the Company on its own account. This is for the reason that it is a liability of the manufacturer which forms part of the cost of production, irrespective of whether the goods are sold or not. Since the recovery of excise duty flows to the Company on its own account, revenue includes excise duty.

The Company collects Goods and Service Tax (GST) and sales taxes and value added taxes (VAT) on behalf of the government and, therefore, these are not economic benefits flowing to the Company. Hence, they are excluded from revenue.

Nature of Goods & Services

The following is a description of principal activities from which the Company generates its revenue.

i) Sale of Goods & Profit share

Contracts entered into by the Company for the sale of finished goods constitute a single performance obligation satisfied point in time. Revenue from sale of finished goods is recognised point in time when the control in the goods passes on to the customer, which is generally on delivery.

The Company enters into certain contracts with customers for the distribution, marketing and manufacture of its products during the product development stage. These contracts consist of a single performance obligation satisfied point in time when the control in the manufactured goods passes on to the customer. The advance received from the customers before the commercialisation of the products are deferred and recognised as revenue point in time in lines with sales.

Variable consideration

The Company receives share of profit from its customers based on the sales carried out by them. The amount of profit share is recognised on receipt basis as they are highly variable and not easily determinable due to market dynamics. The same is recognised under the head of Revenue from Operations as Profit share on Sale in the Restated Ind AS summary statement of Profit and Loss.

The company determines whether it is a principal or an agent in its revenue arrangements by evaluating the nature of its promise to the customer. The company has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer and they are primarily responsible for the satisfaction of the performance obligations under the contract. Revenue is recognised at the gross amount for all its contracts with customers.

ii) Product Development services

Under product development services revenue is recognised as and when the performance obligations under the respective contracts are satisfied. In case of non-refundable milestone payments received, revenue is recognised when either of the following conditions are satisfied:

- a) The company's performance obligations are fulfilled
- b) The contracts have been terminated.

Revenue in relation to performance obligation of manufacture of the goods is recognised under the head sale of goods in accordance with the principle mentioned above.

Contract balances

Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Company performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

Trade receivables

A receivable represents the Company's right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets, Financial instruments – initial recognition and subsequent measurement.

Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Company transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Company performs under the contract.

Interest

For all financial asset measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR). EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the Company estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses.

n) Government Grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant relates to an

expense item, it is recognised as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant relates to an asset, it is recognised as income in equal amounts over the expected useful life of the related asset.

When the Company receives grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

o) Foreign currency translation

Functional and presentation currency

The Restated Ind AS Financial Information are presented in Indian Rupees (INR), which is the functional currency of the Company and the currency of the primary economic environment in which the Company operates.

Foreign currency transactions and balances

(i) Initial recognition

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

In determining the spot exchange rate to use on initial recognition of the related asset, expense or income (or part of it) on the derecognition of a non-monetary asset or non-monetary liability relating to advance consideration, the date of the transaction is the date on which the Company initially recognises the non-monetary asset or non-monetary liability arising from the advance consideration. If there are multiple payments or receipts in advance, the Company determines the transaction date for each payment or receipt of advance consideration.

(ii) Conversion

Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items, which are measured in terms of historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction. Non-monetary items, which are measured at fair value or other similar valuation denominated in a foreign currency, are translated using the exchange rate at the date when such value was determined.

(iii) Exchange differences

The Company accounts for exchange differences arising on translation/ settlement of foreign currency monetary items as below:

- 1) Exchange differences arising on settlement or translation of other monetary items are recognised in profit or loss. Exchange differences arising on long-term foreign currency monetary items related to acquisition of a fixed asset or intangible asset are capitalised

and depreciated over the remaining useful life of the asset, as the Company has opted to continue the policy for accounting for exchange differences arising on translation of long-term foreign currency monetary items for the period ending immediately before the beginning of the first Ind AS financial reporting period.

- 2) The gain or loss arising on translation of non-monetary items measured at fair value is treated in line with the recognition of the gain or loss on the change in fair value of the item (i.e., translation differences on items whose fair value gain or loss is recognized in OCI or profit or loss are also recognized in OCI or profit or loss, respectively)

p) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The Company recognizes contribution payable to the provident fund scheme as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognized as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognized as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Gratuity:

Gratuity liability is defined benefit obligation and the cost of providing this benefit is determined on the basis of an actuarial valuation at each year-end. The actuarial valuation is done as per projected unit credit method. Remeasurements, comprising of actuarial gains and losses, the effect of the asset ceiling, excluding amounts included in net interest on the net defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognised immediately in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Past service costs are recognised in profit or loss on the earlier of:-

- The date of the plan amendment or curtailment, and
- The date that the Company recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset.

The Company recognises the following changes in the net defined benefit obligation as an expense in the statement of profit and loss:

- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

Compensated absence:

Accumulated leave, which is expected to be utilised within the next 12 months, is treated as short-term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

Long-term employee benefits:

Compensated absences which are not expected to occur within twelve months after the end of the period in which the employee renders the related services, for measurement purpose, are recognised as a liability at the present value of the defined benefit obligation at the balance sheet date. Such long-term compensated absences are provided for based on the actuarial valuation using the projected unit credit method at the year-end. The company presents such leave as a current liability in the balance sheet, to the extent it does not have an unconditional right to defer its settlement for 12 months after the reporting date. Actuarial gains/losses are immediately taken to the statement of profit and loss (P&L) and are not deferred.

q) Income Taxes

Tax expense comprises current and deferred tax.

Current income tax:

Current income-tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-tax Act, 1961 enacted in India and tax laws prevailing in the respective tax jurisdictions where the Company operates. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

Current income tax relating to items recognized outside profit and loss is recognized outside profit and loss (either in other comprehensive income or in equity). Current tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax:

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences. Deferred tax assets are recognized for all deductible temporary differences and the carry forward of any unused tax losses. Deferred tax assets are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax losses can be utilized.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are

re-assessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax relating to items recognized outside profit and loss is recognized outside profit and loss (either in OCI or in equity). Deferred tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set-off current tax assets against current tax liabilities and the deferred tax assets and deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a year is charged to the statement of profit and loss (P&L) as current tax. The deferred tax asset is recognised for MAT credit available only to the extent that it is probable that the concerned company will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. In the year in which the Company recognizes MAT credit as an asset, it is created by way of credit to the statement of profit and loss and shown as part of deferred tax asset.

The Company reviews the "MAT credit entitlement" asset at each reporting date and writes down the asset to the extent that it is no longer probable that it will pay normal tax during the specified period."

r) Segment reporting

Identification of segments:

Ind AS 108 establishes standards, for the way that business enterprises report information about operating segments and related disclosures about products, services and geographic areas, and major customers.

The Company's operations predominately relate to pharmaceuticals formulations. Based on the "management approach" as defined in Ind AS 108, the Chief Operating Decision Maker (CODM) evaluates the Company's performance and allocates resources to pharmaceuticals formulations only hence it has been considered as the only reportable business segment and hence no separate financial disclosures provided in respect of its single business segment.

s) Earnings Per Share

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period. The weighted average number of equity shares outstanding during the period is adjusted for events such as bonus issue, bonus element in a rights issue, share split, and reverse share split (consolidation of shares) that have changed the number of equity shares outstanding, without a corresponding change in resources.

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.

t) Provisions, Contingent liabilities, Contingent assets and Commitments

A provision is recognised when the Company has a present obligation as a result of past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the Restated Ind AS summary statement of profit and loss.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The Company does not recognise a contingent liability but discloses its existence in the financial statements.

A contingent asset is disclosed, where an inflow of economic benefits is probable.

u) Share Based payment

Employees (including senior executives) of the Company receive remuneration in the form of share-based payments in form of employee stock options, whereby employees render services as consideration for equity instruments (equity-settled transactions).

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized in employee benefits expense, together with a corresponding increase in Stock option outstanding reserves in equity, over the period in which the performance and/or service conditions are fulfilled. The cumulative expense recognised for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the number of equity instruments that will ultimately vest. The expense or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period and is recognised in employee benefits expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

No expense is recognised for awards that do not ultimately vest because non-market performance and/or service conditions have not been met.

Ind AS 102 Share-based Payment has not been applied to equity instruments in share-based payment transactions that vested before April 01, 2017.

v) Cash and cash equivalents

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand and short-term deposits with a maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Company's cash management.

w) Corporate Social Responsibility (CSR) expenditure

CSR expense is recognized as it is incurred by the Company or when company has entered into any legal or constructive obligation for incurring such an expense.

x) Dividends

Final Dividend on Shares are recorded as liability on the date of approval by the Share Holders and interim dividends are recorded as a liability on the date of declaration by the Company's Board of Directors.

z) Measurement of EBITDA

As permitted by the Guidance Note on the Schedule III to the Companies Act, 2013, the Company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Restated Ind AS summary statement of profit and loss. In its measurement, the Company does not include depreciation and amortization expense, finance costs and tax expense.

I. Below mentioned is the summary of results of restatement adjustments made in the audited financial statements of the respective Years and its impact on the restated summary statement of profit and loss is as follows:

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
	₹	₹	₹	₹	₹
I. Profit after tax (as per audited financial statements) as per applicable GAAP	192.77	186.53	162.19	81.13	10.41
II. Restatement adjustments:					
Adjustment of Prior Period Items (refer note A below)	-	-	-	-	6.61
Income tax related to earlier years (refer note B below)	-	-	-	(0.19)	0.86
Reversal of liability for expenses recorded in the earlier year (refer note C below)	(0.61)	(1.27)	(0.10)	(20.84)	6.85
Ind AS impacts: (refer note D below)					
Additional depreciation recognised on account of recognition of government grant	(1.37)	(0.78)	(0.42)	(0.35)	(0.23)
Impact on exchange differences (net) due to restatement of foreign currency advances	0.41	1.53	1.86	0.36	(2.22)
Increase in rent expenses on fair valuation of Rental Deposits	(0.87)	(0.14)	(1.05)	(1.04)	(1.05)
Unwinding of Rental Deposits	0.75	0.13	1.13	1.06	1.00
Amortisation of government grant	4.42	1.61	6.10	3.22	3.05
Remeasurement loss/(gain) recognised in other comprehensive income	(0.83)	2.13	1.05	2.48	3.12
Impact of fair valuation of employee loans	0.22	-0.13	0.34	(0.79)	0.19
Impact of fair valuation of long-term liability/Discounting of long term liability	(1.10)	3.20	-	-	-
Deferral of Revenue	(21.35)	(2.42)	(51.70)	(41.67)	(31.77)
Fair valuation of employee stock option plan	-	(0.31)	(0.93)	(1.31)	(2.62)
Amortisation of Processing Fees	(1.10)	0.72	2.06	1.32	-
Total	(21.44)	4.26	(41.66)	(57.75)	(16.20)
III. Deferred tax adjustments					
Deferred tax impact on Ind AS adjustments (refer note D below)	(14.25)	(48.95)	13.00	20.67	34.27
Total	(14.25)	(48.95)	13.00	20.67	34.27
IV. Total adjustments (II+III)	(35.69)	(44.69)	(28.66)	(37.08)	18.07
V. Restated profit after tax (I+IV)	157.08	141.84	133.53	44.05	28.48
VI. Other Comprehensive Income					
Items that will not be reclassified to profit or loss					
Remeasurements of defined benefit liability	0.83	(2.13)	(1.05)	(2.48)	(3.12)
Income tax related to items that will not be reclassified to profit or loss	(0.29)	0.74	0.36	0.84	1.06
Total comprehensive income for the period/ year	157.62	140.45	132.84	42.41	26.42

Notes:

- A) During the year ended March 31, 2014, the Company had recorded prior period item of amount written off towards accrual of export benefits pertaining to the previous years which has now been restated.
- B) During the year ended March 31, 2015 and 2014, there was an adjustment of tax pertaining to the earlier years. The Company has restated the tax adjustment in the year to which it pertains.
- C) During the years ended 31 March 2018, 2017, 2015, and 2014 the Company reversed certain liabilities which were considered as no longer payable and recognized as "Other income". Since, these were relating to earlier years, the reversal has now been adjusted against the expenses in respective years in which the liability was created.
- D) For details pertaining to Ind AS adjustments, refer annexure XXXXVIII

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure VI B - Non adjusting items

Other audit qualifications included in the Annexure to the auditors' reports issued under Companies (Auditor's Report) Order, 2003 (as amended), on the financial statements for the year ended March 31, 2018, 2017, 2016, 2015 and 2014 which do not require any corrective adjustment in the Restated Summary Statements are as follows:

I. As at and for the year ended March 31, 2014

i. Clause (ix)(a)

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities, except in case of tax deducted at source and service tax where there are slight delays in few cases.

ii. Clause (ix)(c)

According to the records of the Company, the dues outstanding of excise duty and service tax on account of dispute, are as follows:

Name of the Statute	Nature of the dues	Amount (Rs) million	Period to which amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	12.33	Nov 2007 to Mar 2010	CESTAT
Central Excise Act, 1944	Non / short payment of Central Excise Duty for capital goods removed from Thane to Ambarnath factory	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Non-reversal of Cenvat credit on Capital Goods retained at the old factory after surrender of the Central Excise registration	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Non-payment of service tax on sale of patent	6.42	January 2009	Commissioner (Appeals), Central Excise

II. As at and for the year ended March 31, 2015

i. Clause (vii)(a)

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

ii. Clause (vii)(c)

According to the records of the Company, the dues of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of the Statute	Nature of the dues	Amount (Rs) million	Period to which amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	12.33	Nov 2007 to Mar 2010	CESTAT
Central Excise Act, 1944	Excise Duty and Penalty Demand on clearance of physician samples and penalty	22.70	June 2010 to March 2014	Commissioner of Central Excise
Central Excise Act, 1944	Non / short payment of Central Excise Duty for capital goods removed from Thane to Ambarnath factory	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Non-reversal of Cenvat credit on Capital Goods retained at the old factory after surrender of the Central Excise registration	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Non-payment of service tax on sale of patent	6.42	January 2009	Commissioner (Appeals), Central Excise

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure VI B - Non adjusting items

III. As at and for the year ended March 31, 2016

i. **Clause (vii)(a)**

Undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, service tax, customs duty, excise duty, value added tax, cess and other material statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

ii. **Clause (vii)(c)**

According to the records of the Company, the dues of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of the Statute	Nature of the dues	Amount (Rs) million	Period to which amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Excise Duty	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

IV. As at and for the year ended March 31, 2017

Clause (vii)(c)

According to the records of the Company, the dues of excise duty and service tax which have not been deposited on account of any dispute, are as follows:

Name of the Statute	Nature of the dues	Amount (Rs) million	Period to which amount relates	Forum where dispute is pending
Central Excise Act, 1944	Excise Duty	5.06	Nov 2007 to Nov 2008	CESTAT
Central Excise Act, 1944	Excise Duty	0.18	February 2008 to April 2008	CESTAT
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

V. As at and for the year ended March 31, 2018

Clause (vii)(c)

According to the records of the Company, the dues of service tax which have not been deposited on account of any dispute, are as follows:

Name of the Statute	Nature of the dues	Amount (Rs) million	Period to which amount relates	Forum where dispute is pending
Finance Act, 1994	Service Tax	6.42	January 2009	Commissioner (Appeals), Central Excise

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure VI C - Material regroupings

Appropriate regroupings have been made in the restated Ind AS summary statements of assets and liabilities, profits and losses and 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 Company for the year ended March 31, 2018 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, 2009, as amended. Note 2.1(I) in Annexure V describes that the Restated Financial Information as at and for the year ended March 31, 2018 are not full set of Ind AS financial statements and are subject to adjustments until the first complete Ind AS Financial Statements are issued.

(Rupees in million, unless otherwise stated)													
Gross Block													
Particulars	Freehold Land	Leasehold Land	Leasehold Improvements	Buildings	Plant & Machinery	Furniture & Fixture	Vehicles	Office Equipment	Laboratory Equipment	Computers	Electrical Fittings	Material Handling Equipment	Capital Work in Progress
Gross Block Value as at April 01, 2013 - (Proforma)	0.09	13.75	23.62	439.26	489.10	39.46	11.86	37.42	176.58	59.56	85.62	12.30	1,388.62
Additions	-	-	-	38.57	54.98	0.84	2.95	1.38	8.71	2.64	7.14	3.67	120.88
Disposals	-	-	-	(1.11)	(1.11)	-	(1.09)	-	-	(0.05)	-	-	(2.25)
Gross Block Value as at March 31, 2014 - (Proforma)	0.09	13.75	23.62	477.83	542.97	40.30	13.72	38.80	185.29	62.15	92.76	15.97	1,507.25
Additions	-	-	-	1.46	16.73	0.46	4.74	0.16	29.23	3.46	-	0.12	56.36
Disposals	-	-	-	(5.58)	(5.58)	-	(1.39)	-	-	(0.25)	-	-	(7.22)
Gross Block Value as at March 31, 2015 - (Proforma)	0.09	13.75	23.62	479.29	554.12	40.76	17.07	38.96	214.52	65.36	92.76	16.09	1,556.39
Additions	-	-	-	1.02	91.72	1.82	6.32	1.42	21.50	15.70	1.19	1.73	142.42
Disposals	-	-	-	(16.60)	-	(0.01)	(3.04)	(0.43)	-	(15.43)	-	-	(35.51)
Exchange Difference	-	-	-	-	1.75	-	-	-	-	-	-	-	1.75
Gross Block Value as at March 31, 2016 (Proforma)	0.09	13.75	23.62	463.71	647.59	42.57	20.35	39.95	236.02	65.63	93.95	17.82	1,665.05
Additions	-	-	-	0.21	28.01	0.41	14.59	1.38	14.16	3.79	0.77	2.27	65.59
Disposals	-	-	-	-	(0.10)	(0.10)	(1.70)	-	-	-	-	-	(63.25)
Gross Block Value as at March 31, 2017 (Proforma)	0.09	13.75	23.62	463.92	675.60	42.88	33.24	41.33	250.18	69.25	94.72	20.09	1,728.67
Deemed Cost as at April 1, 2017 (refer Note 4)	0.09	12.12	1.78	339.44	366.73	8.79	24.80	4.00	125.10	15.32	22.04	12.62	932.83
Additions	-	32.66	0.96	-	262.55	2.78	-	0.52	23.15	6.07	1.11	2.75	332.55
Disposals	-	-	-	-	(2.21)	-	-	-	(0.13)	-	-	-	(2.34)
Gross Block Value as at March 31, 2018	0.09	44.78	2.74	339.44	627.07	11.57	24.80	4.52	148.12	21.39	23.15	15.37	1,263.04

Depreciation													
Particulars	Freehold Land	Leasehold Land	Leasehold Improvements	Buildings	Plant & Machinery	Furniture & Fixture	Vehicles	Office Equipment	Laboratory Equipment	Computers	Electrical Fittings	Material Handling	Capital Work in Progress
Accumulated Depreciation as at April 01, 2013 - (Proforma)	-	1.04	3.86	70.23	174.92	13.22	4.84	8.86	69.36	43.26	28.25	3.51	421.35
Depreciation and amortisation for the year	-	0.15	4.72	14.34	38.65	3.45	1.17	2.47	13.39	7.53	7.39	1.10	94.36
Accumulated Depreciation on Disposals	-	-	-	(0.58)	(0.58)	-	(0.53)	-	-	(0.02)	-	-	(1.13)
Accumulated Depreciation as at March 31, 2014 - (Proforma)	-	1.19	8.58	84.57	212.99	16.67	5.48	11.33	82.75	50.77	35.64	4.61	514.58
Adjustment (Refer note 1 below)	-	-	-	-	-	1.27	0.63	20.93	-	3.37	-	-	26.20
Depreciation for the year	-	0.15	4.72	14.41	30.04	6.03	1.52	2.08	12.57	5.31	12.38	0.88	90.09
Accumulated Depreciation on Disposals	-	-	-	(2.33)	(2.33)	-	(1.01)	-	-	(0.19)	-	-	(3.53)
Accumulated Depreciation as at March 31, 2015 - (Proforma)	-	1.34	13.30	98.98	240.70	23.97	6.62	34.34	95.32	59.26	48.02	5.49	627.34
Depreciation and amortisation for the year	-	0.14	4.72	14.32	31.94	5.13	2.23	1.73	14.39	4.29	12.38	0.93	92.20
Accumulated Depreciation on Disposals	-	-	-	(2.92)	(2.92)	(0.01)	(2.39)	(0.43)	-	(14.67)	-	-	(20.42)
Accumulated Depreciation as at March 31, 2016 - (Proforma)	-	1.48	18.02	110.38	272.64	29.09	6.46	35.64	109.71	48.88	60.40	6.42	699.12
Depreciation and amortisation for the year	-	0.15	3.82	14.10	36.23	5.08	3.08	1.69	15.37	5.21	12.28	1.05	98.36
Accumulated Depreciation on Disposals	-	-	-	(0.08)	(0.08)	-	(1.40)	-	-	(0.16)	-	-	(1.64)
Accumulated Depreciation as at March 31, 2017 - (Proforma)	-	1.63	21.84	124.48	308.87	34.09	8.44	37.33	125.08	53.93	72.68	7.47	795.84
Accumulated Depreciation as at April 1, 2017 (refer Note 4)	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation and amortisation for the year	-	0.45	1.80	14.10	42.27	4.18	3.76	1.50	16.63	5.76	9.26	1.29	101.00
Accumulated Depreciation on Disposals	-	-	-	-	(1.52)	-	-	-	-	-	-	-	(1.52)
Accumulated Depreciation as at March 31, 2018	-	0.45	1.80	14.10	407.55	4.18	3.76	1.50	16.63	5.76	9.26	1.29	99.48

Net Block													
Particulars	Freehold Land	Leasehold Land	Leasehold Improvements	Buildings	Plant & Machinery	Furniture & Fixture	Vehicles	Office Equipment	Laboratory Equipment	Computers	Electrical Fittings	Material Handling	Capital Work in Progress
Net Block as at March 31, 2014 - (Proforma)	0.09	12.56	15.04	393.26	329.98	23.63	8.24	27.47	102.54	11.38	57.12	11.36	992.67
Net Block as at March 31, 2015 - (Proforma)	0.09	12.41	10.32	380.31	313.42	16.79	10.45	4.62	119.20	6.10	44.74	10.60	929.05
Net Block as at March 31, 2016 - (Proforma)	0.09	12.27	5.60	353.33	374.95	13.48	13.89	4.31	126.31	16.75	33.55	11.40	965.93
Net Block as at March 31, 2017 - (Proforma)	0.09	12.12	1.78	339.44	366.73	8.79	24.80	4.00	125.10	15.32	22.04	12.62	932.83
Net Block as at March 31, 2018	0.09	44.33	0.94	325.34	586.32	7.39	21.04	3.02	131.49	15.63	13.89	14.08	1,163.56

Notes:
1) In FY 2014-15, Company had revised the depreciation rate on fixed assets as per the useful life specified in the Companies Act, 2013 or reassessed by the Company. Based on the estimates, carrying amount of Rs 26.20 million in respect of fixed assets whose useful life was already exhausted as on April 01, 2014, net of deferred tax Rs. Nil thereon had been charged to the statement of profit and loss and disclosed as an exceptional item.

2) Building includes Rs 500/- represented by unquoted fully paid shares at cost in Co-operative society.

3) Refer Annexure XX for details of lien on Property, Plant & Equipment.

4) Property Plant & Equipment, Intangible assets and Investment property - As permitted by Ind AS 101, the Company has elected to continue with the carrying values under previous GAAP as 'deemed cost' at April 1, 2017 for all the items of property, plant & equipment. For the purpose of Proforma Ind AS financial information for the year ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the depreciation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back. Similar approach has been followed with respect to intangible assets and investment property.

5) The above statement should be read with the Notes to Restated Ind AS - Summary Statement of Accounting Policies - Annexure V

(Rupees in million,
unless otherwise stated)

Investment Property

Particulars	Leasehold Land
Gross Block Value as at April 01, 2013 - (Proforma)	148.00
Additions	-
Gross Block Value as at March 31, 2014 - (Proforma)	148.00
Additions	-
Gross Block Value as at March 31, 2015 - (Proforma)	148.00
Additions	-
Gross Block Value as at March 31, 2016 - (Proforma)	148.00
Disposals	(148.00)
Gross Block Value as at March 31, 2017 - (Proforma)	-

Amortisation

Particulars	Leasehold Land
Accumulated Amortisation as at April 01, 2013 - (Proforma)	7.59
Amortisation for the year	1.79
Accumulated Amortisation as at March 31, 2014 - (Proforma)	9.38
Amortisation for the year	1.54
Accumulated Amortisation as at March 31, 2015 - (Proforma)	10.92
Amortisation for the year	1.54
Accumulated Amortisation as at March 31, 2016 - (Proforma)	12.46
Amortisation for the year	1.06
Amortisation on Disposal	(13.52)
Accumulated Amortisation as at March 31, 2017 - (Proforma)	-

Net block

Particulars	Leasehold Land
Net Block as at March 31, 2014 - (Proforma)	138.62
Net Block as at March 31, 2015 - (Proforma)	137.08
Net Block as at March 31, 2016 - (Proforma)	135.54
Net Block as at March 31, 2017 - (Proforma)	-

The Company has no restrictions on the realisability of its investment properties and no contractual obligations to purchase, construct or develop investment properties or for repairs, maintenance and enhancements.

Description of Valuation techniques used and key inputs to valuation of investment property

The Company's investment properties consist of Leasehold Land in Rabale. Fair Value of the property ranges from Rs 124.5 million -180 million for the above years, which is based on the active market rates. The rates of plots at MIDC are determined on the basis of demand and supply of plots by way of bidding / auction. The Minimum bidding rates are fixed by MIDC for the plots to be auctioned. The fair value estimates are included in level 2 of the fair value hierarchy.

Notes:

1) Property Plant & Equipment, Intangible assets and Investment property - As permitted by Ind AS 101, the Company has elected to continue with the carrying values under previous GAAP as 'deemed cost' at April 1, 2017 for all the items of property, plant & equipment. For the purpose of Proforma Ind AS financial information for the year ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the depreciation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back. Similar approach has been followed with respect to intangible assets and investment property.

2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

(Rupees in million, unless otherwise stated)				
Particulars	Intangible assets			
	Computer software	Product Development	Total	Intangible assets under development
Gross Block Value as at April 01, 2013 - (Proforma)	60.60	7.81	68.41	156.93
Additions	2.71	-	2.71	69.23
Disposals	-	-	-	-
Transfers	-	-	-	-
Exchange Difference	-	-	-	7.48
Borrowing Cost	-	-	-	15.07
Gross Block Value as at March 31, 2014 - (Proforma)	63.31	7.81	71.12	248.71
Additions	3.81	-	3.81	58.48
Exchange Difference	-	-	-	9.40
Borrowing Cost	-	-	-	14.20
Gross Block Value as at March 31, 2015 - (Proforma)	67.12	7.81	74.93	330.79
Additions	8.83	52.56	61.39	40.95
Deletions	-	-	-	(59.85)
Exchange Difference	-	3.21	3.21	8.43
Borrowing Cost	-	4.07	4.07	7.24
Gross Block Value as at March 31, 2016 (Proforma)	75.95	67.65	143.60	327.56
Additions	1.37	20.80	22.17	104.99
Disposals	(0.01)	-	(0.01)	(56.00)
Exchange Difference	-	-	-	(0.82)
Borrowing Cost	-	-	-	4.85
Gross Block Value as at March 31, 2017 (Proforma)	77.31	88.45	165.76	380.58
Deemed Cost as at April 1, 2017 (refer Note 3)	6.07	76.09	82.16	380.58
Additions	4.50	91.35	95.85	107.35
Deletions	-	-	-	(111.26)
Exchange Difference	-	7.13	7.13	(0.57)
Borrowing Cost	-	7.23	7.23	2.46
Gross Block Value as at March 31, 2018	10.57	181.80	192.37	378.56

Amortisation				
Particulars	Intangible assets			
	Computer software	Product Development	Total	Intangible assets under development
Accumulated Amortisation as at April 01, 2013 - (Proforma)	44.05	0.94	44.99	
Amortisation for the year	11.02	0.78	11.80	
Accumulated Amortisation as at March 31, 2014 - (Proforma)	55.07	1.72	56.79	-
Adjustment (Refer note 1 below)	1.57	-	1.57	
Amortisation for the year	6.04	0.78	6.82	
Accumulated Amortisation as at March 31, 2015 - (Proforma)	62.68	2.50	65.18	-
Amortisation for the year	3.87	2.39	6.26	
Accumulated Amortisation as at March 31, 2016 - (Proforma)	66.55	4.89	71.44	-
Amortisation for the year	4.70	7.47	12.17	
Disposals	(0.01)	-	(0.01)	
Accumulated Amortisation as at March 31, 2017 - (Proforma)	71.24	12.36	83.60	-
Accumulated Amortisation as at April 1, 2017 (refer Note 3)	-	-	-	
Amortisation for the year	4.56	14.78	19.34	
Accumulated Amortisation as at March 31, 2018	4.56	14.78	19.34	-

Net block				
Particulars	Intangible assets			
	Computer software	Product Development	Total	Intangible assets under development
Net Block as at March 31, 2014 - (Proforma)	8.24	6.09	14.33	248.71
Net Block as at March 31, 2015 - (Proforma)	4.44	5.31	9.75	330.79
Net Block as at March 31, 2016 - (Proforma)	9.40	62.76	72.16	327.56
Net Block as at March 31, 2017 - (Proforma)	6.07	76.09	82.16	380.58
Net Block as at March 31, 2018	6.01	167.02	173.03	378.56

Notes:

- In FY 2014-15, Company had revised the depreciation rate on intangible assets as per the useful life specified in the Companies Act, 2013 or reassessed by the Company. Based on the estimates, carrying amount of Rs 1.57 million in respect of assets whose useful life was already exhausted as on April 01, 2014, net of deferred tax Rs. Nil thereon had been charged to the statement of profit and loss and disclosed as an exceptional item.
- The rate used to determine the amount of borrowing costs eligible for capitalisation was 10.63%, 6.51%, 6.51%, 6.17% and 5.4% in 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 respectively.
- Property Plant & Equipment, Intangible assets and Investment property - As permitted by Ind AS 101, the Company has elected to continue with the carrying values under previous GAAP as 'deemed cost' at April 1, 2017 for all the items of property, plant & equipment. For the purpose of Proforma Ind AS financial information for the year ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the depreciation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back. Similar approach has been followed with respect to intangible assets and investment property.
- The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018		As at March 31, 2017 (Proforma)		As at March 31, 2016 (Proforma)		As at March 31, 2015 (Proforma)		As at March 31, 2014 (Proforma)	
	No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount	No. of Shares	Amount
Non-Current Investments (Unquoted)										
Equity Instrument at FVTPL The Saraswat Co-op. Bank Limited (Equity shares of Rs 10 each)	2,500	0.03	2,500	0.03	2,500	0.03	2,500	0.03	2,500	0.03
Total non-current investments		0.03		0.03		0.03		0.03		0.03

Note:

- 1) Investments at Fair Value through Profit & Loss (FVTPL) reflect investment in unquoted equity securities.
- 2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XI- Restated Ind AS Statement of Non-Current and Current Loans

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Financial assets at amortised cost					
Non-current					
Secured, considered good					
Loans to vendors	-	-	-	0.50	1.44
Unsecured, considered good					
Loans & advances to employees	0.52	0.83	1.20	0.16	4.75
Total	0.52	0.83	1.20	0.66	6.19
Current					
Secured, considered good					
Loans to vendors	-	-	-	0.60	1.28
Unsecured, considered good					
Loan to employees	1.33	1.99	1.59	1.06	2.02
Total	1.33	1.99	1.59	1.66	3.30

Note:

- 1) Interest free loans have been given to vendors as at ended March 31, 2015 and March 31, 2014. Outstanding balances are secured and settlement occurs as per the agreed repayment schedule.
- 2) Interest free loans have been given to employees. The balances are unsecured, and the loans are settled by way of a fixed deduction from salary as per the tenure of the loan.
- 3) No loans are due from directors or promoters of the company either severally or jointly with any with any other person.
- 4) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XII - Restated Ind AS Statement of Other Financial Assets

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Financial assets at amortised cost					
Non Current					
Security deposits (Unsecured, considered good)	37.65	30.42	29.33	27.04	25.65
Deposits with original maturity for more than 12 months (Unsecured, considered good)	2.10	107.63	4.11	1.92	1.62
Total	39.75	138.05	33.44	28.96	27.27
Current					
Export Benefits Receivable (Unsecured, considered good)	56.16	32.98	33.64	24.62	13.99
Total	56.16	32.98	33.64	24.62	13.99

Note:

- 1) Security Deposits are interest free and are repayable as per the tenure of the agreement.
- 2) Export Benefit Receivable comprises of MEIS, which is an incentive scheme that has been introduced under FTP (2015-20) by Government to promote export and offset losses of exporters (duty paid) by giving them incentive on FOB value of exports realised.
- 3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XIII - Restated Ind AS Statement of Other Non-Current Assets

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Capital Advances (Unsecured, considered good)	33.57	10.04	3.62	11.68	1.38
Prepaid Expenses	7.75	2.06	1.61	0.88	2.01
Balances with statutory / government authorities	10.71	13.05	4.04	1.23	1.23
Total	52.03	25.15	9.27	13.79	4.62

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XIV - Restated Ind AS Statement of Inventories

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
(valued at lower of cost or NRV)					
Raw materials	372.65	349.72	299.16	248.83	130.82
Packing materials	40.97	37.25	34.69	26.08	22.32
Work-in-progress	43.47	36.54	49.28	31.70	18.94
Finished goods	53.16	64.35	50.91	35.03	23.54
Traded goods (Refer note 1 below)	20.60	0.27	6.97	8.30	5.37
Stores and consumables	4.22	3.93	3.85	3.41	3.25
Total	535.07	492.06	444.86	353.35	204.24

Note:

- 1) Traded Goods as at March 31, 2014 includes stock in Transit of Rs 1.04 Million
- 2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XV - Restated Ind AS Statement of Trade Receivables

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Unsecured, considered good unless stated otherwise					
Outstanding for a period exceeding six months from the date they are due for payment	5.45	7.43	14.90	14.10	16.82
Others	831.86	464.42	420.44	237.31	214.16
Total	837.31	471.85	435.34	251.41	230.98

Note:

- 1) There has been no impairment allowance for the above reporting periods.
- 2) No trade or other receivable are due from directors or promoters of the company either severally or jointly with any other person. Nor any trade or other receivable are due from firms or private companies respectively in which any director is a partner, or a member.
- 3) Trade receivables are non-interest bearing, and credit period is generally 30-150 days.
- 4) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XVI - Restated Ind AS Statement of Cash and Cash Equivalents and Other Bank Balances

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Cash and cash equivalents					
Cash on hand	1.10	0.26	0.42	0.47	0.38
Balances with banks					
- in current accounts	6.08	16.84	38.05	14.23	7.93
Total cash and cash equivalents	7.18	17.10	38.47	14.70	8.31
Other bank balances					
Balances with banks					
Deposits with original maturity for more than 12 months - Non Current	2.10	107.63	4.11	1.92	1.62
Deposits with original maturity for more than 12 months	16.68	2.34	1.99	1.94	1.75
Deposits with original maturity for more than 3 months but less than 12 months	-	-	-	20.00	-
Total other bank balances	18.78	109.97	6.10	23.86	3.37
Less: Amount disclosed under non-current financial assets (refer Annexure XII)	(2.10)	(107.63)	(4.11)	(1.92)	(1.62)
Total other bank balances	16.68	2.34	1.99	21.94	1.75

Note:

1) The company has undrawn facility outstanding amounting to Rs. 176.91 million, Rs 90.20 million, Rs 80.55 million and Rs. 128.54 million as at March 31, 2018, March 31, 2017, March 31, 2016 and March 31, 2014. There was no undrawn facility as at March 31, 2015.

2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XVI - Restated Ind AS Statement of Cash and Cash Equivalents and Other Bank Balances
Changes in liabilities arising out of financing activities

(Rupees in million, unless otherwise stated)

Particulars	Non Current Borrowings	Current Borrowings	Total
As at 01 April 2017	307.37	246.89	554.26
Cash Flows	326.34	168.35	494.69
Foreign Exchange Impact	(0.02)	1.82	1.80
Others	(2.08)	-	(2.08)
As at 31 March 2018	631.62	417.06	1,048.68
As at 01 April 2016 - Proforma	331.46	305.15	636.61
Cash Flows	(17.20)	(51.94)	(69.14)
Foreign Exchange Impact	(7.13)	(6.32)	(13.45)
Others	0.24		0.24
As at 31 March 2017 - Proforma	307.37	246.89	554.26
As at 01 April 2015 - Proforma	368.71	122.59	491.30
Cash Flows	(50.06)	186.16	136.10
Foreign Exchange Impact	13.96	(3.60)	10.36
Others	(1.15)	-	(1.15)
As at 31 March 2016 - Proforma	331.46	305.15	636.61
As at 01 April 2014 - Proforma	268.70	75.47	344.17
Cash Flows	89.76	44.54	134.30
Foreign Exchange Impact	10.63	2.58	13.20
Others	(0.37)	-	(0.37)
As at 31 March 2015 - Proforma	368.71	122.59	491.30
As at 01 April 2013 - Proforma	150.39	97.16	247.56
Cash Flows	122.04	(20.32)	101.72
Foreign Exchange Impact	-	(1.33)	(1.33)
Others	(3.73)	(0.04)	(3.77)
As at 31 March 2014 - Proforma	268.70	75.47	344.17

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XVII - Restated Ind AS Statement of Other Current Assets

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Advance to vendors (Unsecured, considered good)	14.37	13.30	6.88	16.76	10.26
Prepaid expenses	32.54	18.64	17.48	15.77	16.72
Balances with statutory / government authorities	287.86	70.48	44.85	18.06	11.38
Leave Salary Fund (Net of Provisions)	-	4.41	-	-	-
Total	334.77	106.83	69.21	50.59	38.36

Notes:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XVIII - Restated Ind AS Statement of Share Capital

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Share capital					
Authorised shares					
10,000,000 (March 31, 2017: 10,000,000; March 31, 2015: 10,000,000; March 31, 2014: 10,000,000) equity shares of ₹ 10 each	100.00	100.00	100.00	100.00	100.00
	100.00	100.00	100.00	100.00	100.00
Issued, subscribed and fully paid-up					
7,833,000 (March 31, 2017: 7,833,000; March 31, 2015: 7,833,000; March 31, 2014: 7,833,000) equity shares of ₹ 10 each	78.33	78.33	78.33	78.33	78.33
	78.33	78.33	78.33	78.33	78.33

(a) There is no movement in the shares outstanding at the beginning and at the end of the reporting periods.

(b) Terms/ rights attached to equity shares

The Company has only one class of equity shares having par value of Rs. 10/- per share. Each holder of equity shares is entitled to one vote per share. The Company declares and pays dividends in Indian rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing annual general meeting.

In the event of liquidation of the Company, the holders of equity shares will be entitled to receive remaining assets of the Company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholders.

(c) Details of shareholders holding more than 5% share in the Company

Name of the shareholder	As at March 31, 2018		As at March 31, 2017 (Proforma)		As at March 31, 2016 (Proforma)		As at March 31, 2015 (Proforma)		As at March 31, 2014 (Proforma)	
	No of Shares	% Holding	No of Shares	% Holding	No of Shares	% Holding	No of Shares	% Holding	No of Shares	% Holding
Equity shares of ₹ 10 each, fully paid										
Janak Ramaniyal Shah	32,54,350	41.55%	32,54,350	41.55%	32,54,350	41.55%	32,54,350	41.55%	32,54,350	41.55%
Maya Janak Shah	27,20,650	34.73%	27,20,650	34.73%	27,20,650	34.73%	27,20,650	34.73%	27,20,650	34.73%
NYLIM Jacob Ballas India Fund III LLC	18,33,000	23.40%	18,33,000	23.40%	18,33,000	23.40%	18,33,000	23.40%	18,33,000	23.40%

As per records of the Company, including its register of shareholders/ members, the above shareholding represents both legal and beneficial ownerships of shares.

(d) Shares reserved for issue under options

For details of shares reserved for issue under the employee stock option (ESOP) plan of the company - Refer Annexure-XXXXII

(c) Reconciliation of the shares outstanding at the beginning and at the end of the reporting periods

<u>Equity Shares of ₹ 10 each</u>	
	₹ In Million
As at April 1, 2013	78,33,000
Issued during the year	-
As at March 31, 2014 - (Proforma)	78,33,000
Issued during the year	-
As at March 31, 2015 - (Proforma)	78,33,000
Issued during the year	-
As at March 31, 2016 - (Proforma)	78,33,000
Issued during the year	-
As at March 31, 2017 - (Proforma)	78,33,000
Issued during the year	-
As at March 31, 2018	78,33,000

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XIX - Restated Ind AS Statement of Other Equity

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Other Equity					
Securities premium reserve	881.67	881.67	881.67	881.67	881.67
Employee Stock Reserve					
As at April 1	-	5.23	4.30	3.16	0.54
Add: Compensation option granted during the year	-	0.31	0.93	1.31	2.62
Less: Transferred to General reserve	-	(0.65)	-	(0.17)	-
As at March 31	-	4.89	5.23	4.30	3.16
Transition Date Adjustment (refer annexure XXXXVIII)	-	(4.89)	-	-	-
Balance as at April 1	-	-	5.23	4.30	3.16
General Reserve					
Balance as per last financial statements	188.45	187.80	155.30	146.93	146.93
Add: amount transferred from surplus balance in the statement of profit and loss	-	-	32.50	8.20	-
Add: amount transferred from Employee Stock Reserve	-	0.65	-	0.17	-
Closing balance	188.45	188.45	187.80	155.30	146.93
Retained Earnings					
Balance as per last financial statements	494.05	397.38	322.47	290.91	280.60
Less: utilised for dividend distribution	(47.00)	(39.17)	(19.58)	(1.96)	(15.67)
Less: tax on dividend distributed	(9.57)	(7.97)	(3.99)	(0.33)	(2.66)
Less: amount transferred to general reserve	-	-	(32.50)	(8.20)	-
Add: Profit or (loss) during the year	157.08	141.84	133.53	44.05	28.48
Add: Other comprehensive income	0.54	(1.39)	(0.69)	(1.64)	(2.06)
Less: Foreign exchange gain/ loss on PP&E (refer note XXXXVIII)	-	(1.53)	(1.86)	(0.36)	2.22
Closing balance	595.10	489.16	397.38	322.47	290.91
Transition Date Adjustment (refer annexure XXXXVIII)	-	4.89	-	-	-
Balance as at April 1	595.10	494.05	397.38	322.47	290.91
Total Other Equity	1,665.22	1,564.17	1,472.08	1,363.74	1,322.67

Notes:

1) Nature and Purpose of Reserves

General Reserve: Under the erstwhile Companies Act 1956, general reserve was created through an annual transfer of net income at a specified percentage in accordance with applicable regulations. The purpose of these transfers was to ensure that if a dividend distribution in a given year is more than 10% of the paidup capital of the Company for that year, then the total dividend distribution is less than the total distributable results for that year. Consequent to introduction of Companies Act 2013, the requirement to mandatorily transfer a specified percentage of the net profit to general reserve has been withdrawn.

Securites Premium: Security premium comprises premium received on issue of shares.

Employee Stock Reserve : The employee stock reserve is used to recognise the value of equity-settled share-based payments provided to employees as part of their remuneration.

2) Dividend proposed by the Board of Directors for years ended March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014 has been considered as non-adjusting event as at respective year ends and has been adjusted against reserves of the years in which they were declared. The dividend distribution tax is also recognised in the year in which the dividends are declared.

3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Non-Current - Term Loans (at amortised cost)					
Secured					
Indian rupee loan - III from bank (refer Note 1,9)	-	-	-	-	6.76
Indian rupee loan - III from bank - Current maturities	-	-	-	-	27.02
Indian rupee loan - IV from bank (refer Note 2,9)	-	-	-	22.40	44.79
Indian rupee loan - IV from bank - Current maturities	-	-	22.40	22.40	22.40
Indian rupee loan - IX from bank (refer Note 3,9)	297.83	-	-	-	-
Indian rupee loan - IX from bank - Current maturities	21.18	-	-	-	-
Foreign Currency Non Rupee loan (FCNR) - V from bank (refer Note 4,9)	-	9.46	47.44	97.02	126.58
Foreign Currency Non Rupee loan (FCNR) - V from bank - Current maturities	9.49	36.90	55.48	102.45	41.15
Foreign Currency Non Rupee loan(FCNR)- VI from bank (refer Note 5,9)	25.64	60.02	81.59	124.44	-
Foreign Currency Non Rupee loan (FCNR) - VI from bank - Current maturities	34.85	13.11	7.44	-	-
Foreign Currency Non Rupee loan (FCNR) - VII from bank (refer Note 6,9)	30.16	95.24	94.83	-	-
Foreign Currency Non Rupee loan (FCNR) - VII from bank - Current maturities	62.76	59.34	22.28	-	-
Foreign Currency Non Rupee loan (FCNR) - VIII from bank (refer Note 7,9)	92.15	33.30	-	-	-
Foreign Currency Non Rupee loan (FCNR) - VIII from bank - Current maturities	31.14	-	-	-	-
Foreign Currency Non Rupee loan (FCNR) - IX from bank (refer Note 8,9)	23.12	-	-	-	-
Foreign Currency Non Rupee loan (FCNR) - IX from bank - Current maturities	3.30	-	-	-	-
Total	631.62	307.37	331.46	368.71	268.70
Amount disclosed under the head "other current financial liabilities"	(162.72)	(109.35)	(107.60)	(124.85)	(90.57)
Total	468.90	198.02	223.86	243.86	178.13
Current					
Secured					
Cash credit from bank (refer Note 10,11,12)	6.89	5.92	-	-	25.52
Packing credit in foreign currency from bank (refer Note 10,11,12)	410.17	240.97	305.15	122.59	49.95
Total	417.06	246.89	305.15	122.59	75.47

Notes:

- Indian rupee loan - III Term loans from a bank were taken during the financial year 2010-11, 2011-12 and 2012-13 and carries interest @ 13.60% to 14.00% p.a. The loans were repayable in: i) 14 equated quarterly installments of Rs. 5,214,286/- each from the first disbursement of loan i.e. December 20, 2010 after moratorium period of one year, ii) 12 equated quarterly installments of Rs. 1,541,667/- each from the date of disbursement of loan i.e. July 7, 2012.
Default Charges - 18.5% pa
- Indian rupee loan - IV Term loan from a bank were taken during the financial year 2011-12 and 2012-13 and carries interest @ 13.30% to 14.00% p.a. The loans were repayable in: i) 18 equated quarterly installments of Rs. 4,811,111/- each from the first disbursement date of loan i.e. February 2, 2012 after moratorium period of six months, ii) 17 equated quarterly installments of Rs. 788,235/- each from the date of disbursement of loan i.e. December 29, 2012.
Default Charges - 18.5% pa
- Indian Rupee Loan - IX Term loan from a bank were taken during the financial year 2017-18 and carries interest in range of 8.75% -9.25%. The loan is repayable in: i) 16 equated quarterly installments of Rs. 2,007,388/- each from the first disbursement date of loan i.e. September 15, 2017 after moratorium period of fifteen months ii) 16 equated quarterly installments of Rs. 2,645,377/- each from the first disbursement date of loan i.e. October 11, 2017 after moratorium period of fifteen months iii) 16 equated quarterly installments of Rs. 1,587,044/- each from the first disbursement date of loan i.e. November 11, 2017 after moratorium period of fifteen months iv) 16 equated quarterly installments of Rs. 1,764,405/- each from the first disbursement date of loan i.e. December 11, 2017 after moratorium period of fifteen months v) 16 equated installments of Rs. 2,334,080/- each from the first disbursement date of loan i.e. January 04, 2018 after moratorium period of fifteen months vi) 16 equated installments of Rs. 959,995/- each from the first disbursement date of loan i.e. February 02, 2018 after moratorium period of fifteen months vii) 16 equated installments of Rs. 4,625,304/- each from the first disbursement date of loan i.e. February 26, 2018 after moratorium period of fifteen months viii) 16 equated installments of Rs. 4,269,808/- each from the first disbursement date of loan i.e. March 21, 2018 after moratorium period of fifteen months.
Default Charges - 18.5% pa
- Foreign Currency Non Rupee loan - V Term loan from a bank were taken during the financial year 2013-14 & 2014-15 and carries interest @ LIBOR + 500 basis point. The loans are repayable in: i) 15 equated quarterly installments of \$ 64,134/- each from the date of disbursement of loan i.e. October 03, 2013 ii) 15 equated quarterly installments of \$ 40,969/- each from the date of disbursement of loan i.e. May 05, 2014 iii) 13 equated quarterly installments of \$ 40,747/- each from the date of disbursement of loan i.e. January 09, 2015.
Default Charges - 18.5% pa
- Foreign Currency Non Rupee loan - VI Term loan from a bank were taken during the financial year 2014-15 and carries interest @ LIBOR + (460 to 500) basis point. The loan is repayable in: i) 15 equated quarterly installments of \$ 28,041/- & \$ 105,911/- each from the first disbursement date of loan i.e. October 16, 2014 & February 18, 2015 after moratorium period of eighteen months & fourteen months respectively.
Default Charges - 18.5% pa
- Foreign Currency Non Rupee loan - VII Term loan from a bank were taken during the financial year 2015-16 and carries interest @ LIBOR + (460 to 500) basis point. The loan is repayable in: i) 12 equated quarterly installments of \$ 125,024/- each from the first disbursement date of loan i.e. September 30, 2015 after moratorium period of twelve months.
ii) 14 equated quarterly installments of \$ 21,464/- each from the first disbursement date of loan i.e. March 28, 2016 after moratorium period of three months
iii) 13 equated quarterly installments of \$ 17,642/- each from the first disbursement date of loan i.e. June 22, 2016 after moratorium period of three months
iv) 12 equated quarterly installments of \$ 43,960/- each from the first disbursement date of loan i.e. September 22, 2016 after moratorium period of three months
v) 4 equated half yearly installments of \$ 82,852/- each from the first disbursement date of loan i.e. March 29, 2018 after moratorium period of sixteen months
Default Charges - 18.5% pa
- Foreign Currency Non Rupee loan - VIII Term loan from a bank were taken during the financial year 2016-17 and carries interest @ LIBOR + 460 basis point. The loan is repayable in: i) 16 equated quarterly installments of \$ 33,540/- each from the first disbursement date of loan i.e. March 30, 2017 after moratorium period of fifteen months ii) 16 equated quarterly installments of \$ 56,507/- each from the first disbursement date of loan i.e. June 30, 2017 after moratorium period of twelve months
Default Charges - 18.5% pa
- Foreign Currency Non Rupee loan - IX Term loan from a bank were taken during the financial year 2017-18 and carries interest @ LIBOR + 445 basis point. The loan is repayable in: i) 16 equated quarterly installments of \$ 25,384/- each from the first disbursement date of loan i.e. August 21, 2017 after moratorium period of fifteen months
Default Charges - 18.5% pa

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XX - Restated Ind AS Statement of Non-Current and Current Borrowings

- 9 Foreign Currency Non Rupee loan V, VI, VII, VIII & IX and Indian Rupee Loan- III, IV & IX are secured by ::
- [a] First exclusive charge on all fixed assets of the Company at Ambernath & Thane
 - [b] First exclusive charge on all the current assets of the Company.
 - [c] Unconditional and irrevocable personal guarantee of Mr. Janak R. Shah.
 - [d] Possession of title deeds of MIDC Property at A-214,Wagle Estate, Thane
- 10 Cash credit and Packing credit in foreign currency (PCFC) from bank are secured by :
- [a] First exclusive charge by way of hypothication of Company's entire current assets including stocks of raw materials, semi-finished and finished goods, consumable stores and spares and such other movables, book debts, bills whether documentary or clean, outstanding monies, receivables, both present & future, on a form and manner satisfactory to the bank.
 - [b] First exclusive charge on the entire fixed assets of the Company at Plot F1 & F1/1 at ambernath.
 - [c] Personal guarantee of Mr. Janak R. Shah.
- 11 The Cash credit is repayable on demand and Packing Credit in Foreign Currency (PCFC) is be repaid on maturity of respective trade receivable.
- 12 Rate of Interest for Cash Credit is Base rate + 380 basis points and for Packing Credit in Foreign Currency(PCFC) is LIBOR + 200-250 basis points.
- 13 The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXI - Restated Ind AS Statement of Trade Payables

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Non-Current					
Trade payable					
Total outstanding dues of creditors micro enterprises and small enterprises (refer Annexure XXXIX for details of dues to micro and small enterprises)	-	-	-	-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	10.21	15.76	3.27	9.81	8.74
Total	10.21	15.76	3.27	9.81	8.74
Current					
Trade payable					
Total outstanding dues of creditors micro enterprises and small enterprises (refer Annexure XXXIX for details of dues to micro and small enterprises)	6.13	21.12	19.89	-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises	651.16	380.02	314.50	238.34	200.96
Total	657.29	401.14	334.39	238.34	200.96

Notes:

- 1) Trade payables are non-interest bearing and are normally settled on 30-120 day terms.
- 2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXII - Restated Ind AS Statement of Other Financial Liabilities

(Rupees in million, unless otherwise stated)

Particulars	As at	As at	As at	As at	As at
	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
Non Current					
Mark-to-market losses on derivative contracts	18.00	-	-	-	-
Total	18.00	-	-	-	-
Current					
Current maturities of long term borrowings (Refer Note XX)	162.72	109.35	107.60	124.85	90.57
Interest accrued but not due on borrowings	4.44	2.23	2.57	2.45	2.06
Payable for capital expenditure	41.19	22.63	0.67	0.36	2.95
Mark-to-market losses on derivative contracts	1.33	-	-	-	-
Total	209.68	134.21	110.84	127.66	95.58

Note:

1) The Company has borrowed Rupee loan - IX Term loan from a HDFC bank during the current year and carries fixed rate of interest at 8.75%. For this term loan, the Company has entered into currency and interest swap (CCIRS). The deal enables the Company to convert its fixed rate INR liability into floating rate USD liability. The Company obtained the MTM valuation at year end and recognised the losses on the same accordingly.

2) Payable for capital expenditure are non-interest bearing and are normally settled on 30-120 day terms.

3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXIII -Restated Ind AS Statement of Non-Current and Current Provisions

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
<u>Non-Current</u>					
Provisions for employees benefits					
Provision for gratuity (refer Annexure XXXX)	22.56	8.87	11.85	8.23	5.85
Total	22.56	8.87	11.85	8.23	5.85
<u>Current</u>					
Provision for employee benefits					
Provision for leave benefits	2.58	-	8.03	4.31	12.58
Total	2.58	-	8.03	4.31	12.58

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXIII-A Restated Ind AS Statement of Contract Liabilities

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Current					
Advances from customers	9.67	2.16	1.77	0.88	0.17
Total	9.67	2.16	1.77	0.88	0.17

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Deferred Revenue					
As at April 1	138.40	135.98	84.27	42.60	-
Deferred during the year	42.77	25.74	66.63	41.67	42.60
Released in profit and loss account	(21.42)	(23.32)	(14.92)	-	-
As at March 31	159.75	138.40	135.98	84.27	42.60
Non Current	159.75	138.40	135.98	84.27	42.60
Total	159.75	138.40	135.98	84.27	42.60

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXIV- Restated Ind AS Statement of Other Current Liabilities

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Current					
Advances from customers	-	-	-	-	-
Statutory liabilities	8.87	11.80	9.60	15.38	6.58
Total	8.87	11.80	9.60	15.38	6.58

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXIV-A Restated Ind AS Statement of Government Grant

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
As at April 1	8.81	1.60	-	3.22	-
Received during the year	22.43	8.82	7.70	-	6.27
Released in profit and loss account	(8.23)	(1.61)	(6.10)	(3.22)	(3.05)
Reversal of Grant	(0.59)	-	-	-	-
As at March 31	22.42	8.81	1.60	-	3.22

Government grants have been received for the purchase of certain items of property, plant and equipment. As per the EPCG scheme the Company has an obligation to export up to specified terms thereon. As and when the Company fulfils the export obligation, proportionate grant is released to the Statement of profit and loss. Since certain conditions are not met in March 2018, the grant to that extent has been reversed in the Profit & Loss Account.

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXV - Restated Ind AS Statement of Revenue from Operations

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Revenue from Operations					
Sale of products					
Finished goods	2,650.23	2,258.30	1,812.01	1,536.41	1,312.88
Traded goods	298.11	442.80	530.11	493.81	429.89
Share of Profit on Sale	3.53	0.92	-	-	-
Sale of services					
Product development fees	29.10	5.06	6.79	-	-
Other operating revenue					
Scrap sales	4.15	3.31	2.17	2.64	3.10
Export incentives	106.97	61.98	52.21	28.74	20.88
Sales of raw material	0.33	1.34	2.62	13.42	25.65
Revenue from Operations	3,092.42	2,773.71	2,405.91	2,075.02	1,792.40
Less: Excise duty #	-	-	-	-	-
Revenue from operations (net)	3,092.42	2,773.71	2,405.91	2,075.02	1,792.40

Note:

1) Refer Annexure XXVI for Explanatory Notes to Revenue from Operations

2) Sale of goods includes excise duty collected from customers of INR 21.03 millions, (31 March 2017: INR 125.25 millions, 31 March 2016: INR 122.09 millions, 31 March 2015: INR 116.74 millions, 31 March 2014: INR 105.75 millions). Sale of goods net of excise duty INR 2,927.30 millions (31 March 2017: INR 2,575.86 millions, 31 March 2016: INR 2,220.03 millions, 31 March 2015: INR 1,913.48 millions, 31 March 2014: INR 1,637.01 millions). Revenue from operations for periods up to 30 June 2017 includes excise duty. From 1 July 2017 onwards, the excise duty and most indirect taxes in India have been replaced by Goods and Service Tax (GST). The company collects GST on behalf of the Government. Hence, GST is not included in Revenue from operations. In view of the aforesaid change in indirect taxes, revenue from operations for the year ended 31 March 2018 is not comparable with 31 March 2017, 31 March 2016, 31 March 2015 and 31 March 2014.

3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

a. Disaggregation of revenue from contracts with customers

The Company derives its revenue from the transfer of goods and services over time and at a point in time, in a single business line of manufacturing and sales of pharmaceutical formulations and healthcare products. The following table disaggregates revenue by sale of goods and services. Refer annexure XXXXIII on revenue from major geography.

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Sale of Products:					
Capsules	531.84	597.30	705.54	603.74	548.95
Tablets	1,214.10	984.60	821.89	722.77	588.41
Pellets	1,149.46	1,043.53	746.38	613.29	516.44
Granules	56.46	76.60	68.30	90.42	88.97
Sale of Services:					
Product development fees	29.10	5.06	6.79	-	-
Total revenue	2,980.96	2,707.09	2,348.90	2,030.22	1,742.77

b. Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Contract balances					
Contract assets	-	-	-	-	-
Contract liabilities	169.42	140.56	137.75	85.15	42.77
Revenue recognised in the period from:					
Amounts included in contract liability at the beginning of the period	28.65	7.47	0.88	0.17	1.25
Performance obligations satisfied in previous periods	-	-	-	-	-

Payments are received from customers based on a billing schedule, as established in the contracts. Accounts receivables are recognised when the right to consideration becomes unconditional. Contract liabilities are recognised as revenue (or when) performance obligations are fulfilled under the contract.

There is no significant changes in the contract assets and contract liabilities during the periods presented.

- c. The Company enters into contract with separate customers to provide product development services for a fixed consideration. Such services constitute a single performance obligation that the company satisfies over time.
- d. Contract price is fixed as per the terms of agreed upon with the customer and no further adjustments are made to the same. As such, there are no reconciling items and hence the reconciliation of the contract price is not disclosed.
- e. The Company does not incur any costs to obtain or fulfil a contract.
- f. Ind AS 115, Revenue from Contracts with Customers, was issued on 29 March 2018 and establishes a five-step model to account for revenue arising from contracts with customers. Under Ind AS 115, revenue is recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer. The new revenue standard supersedes all current revenue recognition requirements under Ind AS.

The Company adopted the new standard using the full retrospective approach whereby the cumulative effect of retrospective application is recognised by adjusting opening retained earnings for the earliest comparative period presented.

The Company has not applied any practical expedient in full retrospective application the new standard. Adjustments for each financial statement line item is discussed in Annexure XXXXVIII

Note:

- 1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXVII - Restated Ind AS Statement of Other Income

Particulars			(Rupees in million, unless otherwise stated)				
	Recurring / Non-Recurring	Related / Non- Related to Business Activities	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Interest Income on							
Bank deposits	Recurring	Non Related	3.07	4.30	0.55	0.55	0.67
Income tax refund	Recurring	Non Related	-	0.66	0.20	0.20	-
Financial Assets carried at amortised cost	Recurring	Non Related	0.75	0.14	1.13	1.06	1.00
Others	Recurring	Non Related	0.96	0.71	0.56	0.75	0.77
Dividend income on long-term investments	Recurring	Non Related	0.01	0.00	0.00	0.00	0.00
Exchange differences (net)	Recurring	Non Related	7.78	19.43	18.97	10.26	-
Premium on forward exchange contracts	Recurring	Non Related	-	-	-	-	3.38
Gain on Sale of Fixed Assets	Non-Recurring	Non Related	-	-	38.01	-	-
Other non-operating income	Non-Recurring	Non Related	3.22	5.24	6.95	2.58	0.06
Total			15.79	30.48	66.37	15.40	5.88

Notes:

1) The classification of other income as recurring / non-recurring, related / not-related to business activity is based on the current operations and business activity of the Company as determined by the management.

2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXVIII - Restated Ind AS Statement of Cost of Material Consumed

(Rupees in million, unless otherwise stated)

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
a. Cost of raw material consumed					
Inventory at the beginning of the year	349.72	299.16	248.83	130.82	128.72
Add: Purchases (Net)	1,067.65	851.78	734.46	685.45	487.66
	1,417.37	1,150.94	983.29	816.27	616.38
Less: inventory at the end of the year	(372.65)	(349.72)	(299.16)	(248.83)	(130.82)
(a)	1,044.72	801.22	684.13	567.44	485.56
b. Cost of packing material consumed					
Inventory at the beginning of the year	37.25	34.69	26.08	22.32	16.74
Add: Purchases (Net)	176.81	121.84	111.14	83.37	65.37
	214.06	156.53	137.22	105.69	82.11
Less: inventory at the end of the year	(40.97)	(37.25)	(34.69)	(26.08)	(22.32)
(b)	173.09	119.28	102.53	79.61	59.79
Total Cost of material consumed (a+b)	1,217.81	920.50	786.66	647.05	545.35

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXVIII-A - Restated Ind AS Statement of Purchase of Traded Goods

(Rupees in million, unless otherwise stated)

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Capsules	213.07	285.10	377.28	323.08	262.77
Tablets	26.18	79.70	58.54	63.12	50.66
Total	239.25	364.80	435.82	386.20	313.43

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Inventories at the end of the year					
Traded goods	20.60	0.27	6.97	8.30	5.37
Work-in-progress	43.47	36.54	49.28	31.70	18.94
Finished goods	53.16	64.35	50.91	35.03	23.54
	117.23	101.16	107.16	75.03	47.85
Inventories at the beginning of the year					
Traded goods	0.27	6.97	8.30	5.37	12.77
Work-in-progress	36.54	49.28	31.70	18.94	25.11
Finished goods	64.35	50.91	35.03	23.54	21.22
	101.16	107.16	75.03	47.85	59.10
	(16.07)	6.00	(32.11)	(27.18)	11.25
Increase / (decrease) of excise duty on inventory	-	(0.58)	(0.31)	1.13	0.82
Total	(16.07)	5.42	(32.42)	(26.05)	12.07

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXX- Restated Ind AS Statement of Employee Benefits Expense

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Salaries, wages and bonus	408.74	332.94	314.02	289.00	268.80
Contribution to provident and other funds	24.69	20.36	18.55	16.68	14.85
Employee Stock Compensation	-	0.31	0.93	1.31	2.62
Gratuity expenses (refer Annexure XXXX)	14.52	5.89	4.99	3.80	2.86
Workmen and staff welfare expenses	27.67	25.42	20.68	15.32	14.03
Labour charges	62.68	52.36	51.98	44.35	36.21
Total	538.30	437.28	411.15	370.46	339.37

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXI - Restated Ind AS Statement of Other Expenses

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Consumption of stores and spare parts	59.06	52.18	48.89	39.67	28.59
Power and fuel	98.90	94.03	91.58	82.68	71.99
Water charges	1.60	1.50	2.04	1.63	1.56
Freight and forwarding charges	54.38	37.48	29.71	33.13	30.76
Rent expenses	37.59	15.37	16.11	17.49	15.90
Rates and taxes	4.35	2.09	2.16	3.61	1.88
Insurance charges	10.02	9.22	4.83	4.47	5.60
Repairs and maintenance :					
Plant and machinery	7.79	6.35	3.91	4.75	3.45
Buildings	9.68	3.70	4.00	1.96	6.46
Others	29.80	27.88	28.91	23.49	19.42
Advertising and sales promotion	8.79	2.66	0.87	1.07	0.98
Commission	67.24	54.14	39.16	33.68	18.91
Travelling and conveyance	34.38	26.88	14.54	11.21	12.66
Printing and stationery	9.87	9.37	12.96	9.64	9.49
Legal and professional fees	71.75	53.78	55.14	45.00	36.37
Product development and registration charges	49.78	77.59	24.27	29.45	24.64
Postage and telephone expenses	8.09	7.24	5.60	4.66	4.24
Payment to auditor (refer note (i) below)	2.48	2.65	2.04	1.98	1.86
Donations and contributions (refer note (ii) below)	10.50	14.00	10.54	9.61	9.64
Loss on sales of fixed assets (net)	0.24	27.81	-	0.68	0.17
Bad debts written off	0.37	0.28	2.34	0.33	0.63
Exchange differences (net)	14.25	-	-	-	9.70
Marketing Research Expense	17.10	17.04	12.20	20.59	9.44
Safety & Security Expenses	11.45	11.34	9.14	7.69	7.60
Analytical Charges	25.87	6.47	4.11	3.64	2.42
Miscellaneous expenses	9.91	4.61	7.47	10.03	12.14
Total	655.24	565.66	432.52	402.14	346.50

Notes:

(i) Payments to auditors

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
As auditor:					
Audit fees	2.40	2.20	1.90	1.90	1.75
In other capacity:					
Other services (certification fees)	0.05	0.37	0.09	0.03	0.08
Reimbursement of expenses	0.03	0.08	0.05	0.05	0.03
Total	2.48	2.65	2.04	1.98	1.86

(ii) Corporate Social Responsibility

Details of CSR spent during the Financial Year on Corporate Social Responsibility in accordance with Section 135(5) of the Companies Act 2013

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
A. Total Amount to be spent for the Financial Year	2.87	1.70	1.01	-	-
B. Actual Amount Spent	2.90	1.70	1.01	0.50	-
(i) Construction/acquisition of any asset	-	-	-	-	-
(ii) On purposes other than (i) above	2.90	1.70	1.01	0.50	-
C. Amount Unspent if any	-	-	-	-	-

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Manner in which the amount spent during the financial year (alongwith the details of Spent and Purpose / Objective for the same.	Rs. 0.8 million paid to Samajik Vikas Kendra for promoting medical equipment for old age home.	Rs. 0.6 million paid to Samajik Vikas Kendra for promoting medical equipment for old age home	Rs. 0.505 million paid to Samajik Vikas Kendra for promoting medical equipment for old age home		
	Rs. 0.8 million paid to Health & Care Foundation for Health care Activities	Rs. 0.6 million paid to Health & Care Foundation for Health care Activities	Rs. 0.505 million paid to Vidyadaan Sahayyak Mandal for Providing education		
	Rs. 0.4 million Paid to Udayan Care for Empowerment of Women, Children & Youth	Rs. 0.5 million paid to Vidyadaan Sahayyak Mandal for providing Education			
	Rs. 0.6 million Paid to Josh Foundation to support to Hearing Impaired children				
	Rs. 0.3 million paid to Vidyadaan Sahayyak Mandal for providing education				

(iii) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXII - Restated Ind AS Statement of Depreciation and Amortisation Expenses

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Depreciation of Property, Plant and Equipment (refer Annexure VII)	101.00	98.36	92.20	90.09	94.36
Amortisation of Investment Property (refer Annexure VIII)	-	1.06	1.54	1.54	1.79
Amortisation of intangible assets (refer Annexure IX)	19.34	12.17	6.26	6.82	11.80
Total	120.34	111.59	100.00	98.45	107.95

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXIII - Restated Ind AS Statement of Finance costs

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Interest	40.95	23.45	21.55	12.87	14.33
Bank charges	10.79	8.84	7.71	4.74	2.75
Foreign Exchange Loss	19.33	-	22.66	5.21	11.83
Total	71.07	32.29	51.92	22.82	28.91

Note:

1) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXIV - Restated Ind AS Statement of Accounting Ratios

(Rupees in million, unless otherwise stated)

Particulars		For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Basic earnings per share (refer note 1(a) below)	A/C	15.04	13.58	12.79	4.22	2.73
Diluted earnings per share (refer note 1(b) below)	A/D	15.04	13.58	12.79	4.22	2.73
Return on net worth (refer note 1(c) below)	A/E	9.01%	8.64%	8.61%	3.05%	2.03%
Net asset value per equity share (refer note 1(d) below)	E/G	166.94	157.27	148.45	138.08	134.14
Net profit after tax, as restated, attributable to equity shareholders	A	157.08	141.84	133.53	44.05	28.48
Weighted average number of equity shares outstanding during the year, used for basic earnings per share	B	78,33,000	78,33,000	78,33,000	78,33,000	78,33,000
Weighted average number of equity shares outstanding during the year, used for basic earnings per share adjusted for approved bonus issue after the year ended March 31, 2018 (refer note 4)	C	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000
Stock option granted under ESOP		-	-	-	-	-
Weighted average number of equity shares outstanding during the period / year, used for diluted earnings per share adjusted for approved bonus issue after the year ended March 31, 2018 (refer note 4)	D	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000
Restated Net worth at the end of the period / year	E	1,743.55	1,642.50	1,550.41	1,442.07	1,401.00
Total number of equity shares outstanding at the end of the year	F	78,33,000	78,33,000	78,33,000	78,33,000	78,33,000
Total number of equity shares outstanding at the end of the year adjusted for approved bonus issue after the year ended March 31, 2018 (refer note 4)	G	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000	1,04,44,000

Notes:

1) Ratios have been computed as per the following formulas :

$$(a) \text{ Basic earnings per share (₹)} = \frac{\text{Restated Net Profit after tax, as restated attributable to equity shareholders}}{\text{Weighted average number of equity shares outstanding during the year, used for basic earnings per share adjusted for approved bonus issue after the year ended March 31, 2018}}$$

$$(b) \text{ Diluted earnings per share (₹)} = \frac{\text{Restated Net Profit after tax as restated, attributable to equity shareholders}}{\text{Weighted average number of equity shares outstanding during the period / year, used for diluted earnings per share adjusted for approved bonus issue after the year ended March 31, 2018}}$$

$$(c) \text{ Return on net worth (\%)} = \frac{\text{Restated Net Profit after tax, as restated}}{\text{Restated Net worth at the end of the period/year}}$$

$$(d) \text{ Net asset value per equity share (₹)} = \frac{\text{Restated Net worth at the end of the period/year, as restated}}{\text{Total number of equity shares outstanding at the end of the year adjusted for approved bonus issue after the year ended March 31, 2018}}$$

- 2) Earnings per share calculations are done in accordance with Indian Accounting Standard 33 'Earnings Per Share'. Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the period/year, adjusted by the number of equity shares issued during the period/year multiplied by the time-weighting factor. The time-weighting factor is the number of days for which the specific shares are outstanding as a proportion of the total number of days during the period/year. In case of bonus shares, the number of shares outstanding before the event is adjusted for the proportionate change in the number of equity shares outstanding as if the event has occurred at the beginning of the earliest period reported. Weighted average number of equity shares outstanding during all the previous years have been considered accordingly. The impact of Employee stock option is considered as anti-dilutive for the purpose of calculating the weighted average number of equity shares outstanding.
- 3) Net worth for ratios mentioned in note 1(c) and 1(d) is = Paid up equity share capital + Other Equity (including Securities Premium, Employee Stock Options Reserve, Retained Earnings and General Reserve).
- 4) The Company has allotted bonus shares in the ratio of 1 (one) equity shares for every 3 (three) equity shares held by the equity shareholders of the Company, which has been approved in the extra-ordinary general meeting of the Company held on June 22, 2018.
- 5) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXV-Restated Ind AS Capitalisation Statement as at March 31, 2018

Particulars	(Rupees in million, unless otherwise stated)	
	Pre-issue as at March 31, 2018	As adjusted for issue (Refer note 1 below)
Debt (A)		
Non-current financial liabilities-Borrowings	468.90	[.]
Current maturities of long term borrowings	162.72	[.]
Current financial liabilities-Borrowings	417.06	[.]
Total Debt (A)	1,048.68	[.]
Equity		
Share capital	78.33	[.]
Other Equity, as restated:		
General reserve	188.45	[.]
Securities premium reserve	881.67	[.]
Retained Earnings	595.10	[.]
Total Equity (B)	1,743.55	[.]
Total Debt / Equity (A/B)	0.60	[.]

Notes:

- 1) The Company is proposing to have an initial public offering through fresh issue and offer for sale.
- 2) The corresponding Post IPO capitalisation data for each of the amounts given in the above table is not determinable at this stage pending the completion of the Book Building Process and hence the same has not been provided in the above statement.
- 3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXVI - Restated Ind AS Statement of Dividend Paid

Particulars	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Equity Share Capital					
Issued number of shares on which dividend has been paid	78,33,000	78,33,000	78,33,000	78,33,000	78,33,000
Face value per share (₹)	10	10	10	10	10
Rate of dividend	60.00%	50.00%	25.00%	2.50%	20.00%
Amount of dividend per share (₹)	6	5	2.50	0.25	2.00
Total amount of dividend (₹ in million)	47.00	39.17	19.58	1.96	15.67
Total dividend tax (₹ in million)	9.57	7.97	3.99	0.33	2.66
Proposed Dividend					
Final cash dividend for the year ended	62.66	47.00	39.17	19.58	1.96
DDT on proposed dividend	12.76	9.57	7.97	3.99	0.33

1) Proposed dividends on equity shares are subject to approval at the annual general meeting and are not recognised as a liability (including DDT thereon) as at 31 March.

2) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXVII - Restated Ind AS Statement of Related Party Transactions

A)	Names of the related parties and related party relationship	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Key management personnel	Mr. Janak R Shah – Managing Director	Mr. Janak R Shah – Managing Director	Mr. Janak R Shah – Managing Director	Mr. Janak R Shah – Managing Director	Mr. Janak R Shah – Managing Director	Mr. Janak R Shah – Managing Director
	Mrs. Maya J Shah – Whole Time Director	Mrs. Maya J Shah – Whole Time Director	Mrs. Maya J Shah – Whole Time Director	Mrs. Maya J Shah – Whole Time Director	Mrs. Maya J Shah – Whole Time Director	Mrs. Maya J Shah – Whole Time Director
	Mr. Ankur J Shah – Executive Director	Mr. Ankur J Shah – Executive Director	Mr. Ankur J Shah – Executive Director	Mr. Ankur J Shah – Executive Director	Mr. Ankur J Shah – Executive Director	Mr. Ankur J Shah – Executive Director
	Mrs. Rupa D Desai – Company Secretary (Additional Related Party as per The Companies Act 2013)					
	A.S Krishna - Non Executive Director	A.S Krishna - Non Executive Director	A.S Krishna - Non Executive Director	A.S Krishna - Non Executive Director	A.S Krishna - Non Executive Director	A.S Krishna - Non Executive Director
	Dr. Prabuddha Ganguli - Non Executive Director	Dr. Prabuddha Ganguli - Non Executive Director	Dr. Prabuddha Ganguli - Non Executive Director	Dr. Prabuddha Ganguli - Non Executive Director	Dr. Prabuddha Ganguli - Non Executive Director	Dr. Prabuddha Ganguli - Non Executive Director
Relative of Key management personnel	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah	Mrs. Vaibhavi A Shah – Wife of Mr. Ankur J Shah
	Mr. Vishal J Shah - Son of Mr. Janak R. Shah	Mr. Vishal J Shah - Son of Mr. Janak R. Shah	Mr. Vishal J Shah - Son of Mr. Janak R. Shah	Mr. Vishal J Shah - Son of Mr. Janak R. Shah	Mr. Vishal J Shah - Son of Mr. Janak R. Shah	Mr. Vishal J Shah - Son of Mr. Janak R. Shah
	Mrs. Rajat V Shah - Daughter-in-law of Mr. Janak Shah	Mrs. Rajat V Shah - Wife of Mr. Vishal J Shah	Mrs. Rajat V Shah - Wife of Mr. Vishal J Shah	Mrs. Rajat V Shah - Wife of Mr. Vishal J Shah	Mrs. Rajat V Shah - Wife of Mr. Vishal J Shah	Mrs. Rajat V Shah - Wife of Mr. Vishal J Shah
	Mr. Haresh Shah – Brother of Mrs. Maya J Shah	Mr. Haresh Shah – Brother of Mrs. Maya J Shah	Mr. Haresh Shah – Brother of Mrs. Maya J Shah	Mr. Haresh Shah – Brother of Mrs. Maya J Shah	Mr. Haresh Shah – Brother of Mrs. Maya J Shah	Mr. Haresh Shah – Brother of Mrs. Maya J Shah
	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah	Mr. Vijay Khandwala – Brother-in-law of Mrs. Maya J Shah

Related parties with whom transactions have taken place during the year

B) Related party transactions:

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Relative of Key Management Personnel					
Remuneration					
Mrs. Vaibhavi A Shah	5.20	4.72	3.35	3.35	2.90
Mr. Vishal J Shah	5.20	4.72	3.35	3.35	2.89
Mr. Haresh Shah	-	1.35	1.35	1.25	1.11
Mrs. Rajat V Shah	2.29	-	-	-	-
Professional Fees					
Mrs. Rajat V Shah	0.19	2.28	2.05	2.02	2.02
Mr. Vijaybhai Khandwala	3.99	3.49	3.09	2.72	2.83
Mr. Haresh Shah	1.08	-	-	-	-
Rent Paid					
Mr. Janak R Shah	10.47	8.05	8.93	4.39	0.53
Mrs. Maya J Shah	9.93	7.63	8.47	4.16	0.51
Other Income					
Mr. Janak R Shah	0.25	0.07	0.57	0.54	0.51
Mrs. Maya J Shah	0.24	0.07	0.55	0.52	0.49
Dividend Paid					
Mr. Janak R Shah	19.53	16.27	8.14	0.81	6.51
Mrs. Maya J Shah	16.32	13.60	6.80	0.68	5.44
Mr. Vishal J Shah	0.07	0.06	0.03	0.00	0.02
Mr. Ankur J Shah	0.02	0.01	0.01	0.00	0.03

C) Amounts outstanding as at the balance sheet date: (Rupees in million, unless otherwise stated)

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Rental Deposits Given					
Mr. Janak R Shah	7.52	10.20	10.13	9.56	9.01
Mrs. Maya J Shah	7.23	9.80	9.73	9.18	8.66

D) Compensation of Key management personnel (Rupees in million, unless otherwise stated)

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Short-term employee benefits	33.52	30.97	27.79	25.58	31.72
Post-employment benefits	5.06	2.64	2.55	2.50	2.38
Total remuneration	38.58	33.61	30.34	28.08	34.10

E) Amounts paid to Non Executive Director (Rupees in million, unless otherwise stated)

Particulars	(Rupees in million, unless otherwise stated)				
	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
Sitting Fees	0.48	0.40	0.11	0.14	0.11

Notes:

- 1) The transactions with related parties are made on terms equivalent to those that prevail in arm's length transactions. Outstanding balances at the year-end are unsecured and interest free and settlement occurs in cash. This assessment is undertaken each financial year through examining the financial position of the related party and market in which the related party operates. Outstanding balances at the year-end are unsecured and interest free and settlement occurs in cash.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXVIII - Restated Ind AS Statement of Tax Shelter

(Rupees in million, unless otherwise stated)					
Particulars	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
I. Profit/(Loss) before tax, as restated	261.24	241.40	164.54	44.84	(1.05)
II. Tax rate	34.61%	34.61%	34.61%	33.99%	33.99%
III. Tax thereon at above rates (III=I*II)	90.41	83.54	56.94	15.24	(0.36)
IV. Permanent differences:					
Donation and Contribution	10.50	14.00	10.54	9.61	9.64
Research & Development expenses	(291.35)	(276.02)	(327.58)	(160.72)	(145.93)
Dividend	(0.01)	(0.00)	(0.00)	0.00	0.00
Ind AS Adjustments on which deferred tax has not been recognised	(1.62)	(7.26)	(8.08)	(3.63)	(1.27)
Total	(282.48)	(269.28)	(325.12)	(154.74)	(137.56)
V. Temporary differences:					
Deferment of Revenue	21.35	2.42	51.70	41.67	31.77
Reversal of Liabilities written back	0.61	1.27	0.10	20.84	(6.85)
Amortisation of Processing Fees	1.10	(0.72)	(2.06)	(1.32)	-
Depreciation as per Companies Act	118.97	110.82	98.45	128.19	107.87
Depreciation as per Income Tax Act	(129.27)	(95.98)	(91.92)	(91.92)	(95.86)
Loss/(Gain) on fixed asset written off	0.24	27.81	(38.01)	0.68	0.17
Leave Salary Provision	9.62	-	6.39	3.58	3.38
Gratuity Provision	13.69	8.76	6.04	6.28	5.98
Bonus Payable	9.95	3.35	4.99	3.09	2.73
Bonus Paid	(8.10)	(4.28)	(2.19)	(2.81)	(2.23)
Leave Salary Encashment	(0.91)	(3.38)	(1.70)	(1.93)	(0.73)
Gratuity Paid	-	(2.42)	(2.42)	(3.90)	(2.29)
Brought Forward Business Loss	(35.67)	(20.38)	130.68	6.89	94.65
MTM Loss	19.33	-	-	-	-
Patent Expenses	0.33	0.58	0.53	0.55	-
	21.24	27.85	160.58	109.89	138.59
VI. Total Adjustments (IV+V)	(261.24)	(241.43)	(164.54)	(44.85)	1.03
VII. Tax on adjustments (VI*II)	(90.41)	(83.54)	(56.94)	(15.24)	0.36
MAT payable	60.33	50.61	44.01	21.46	4.74
Deferred Tax	43.83	48.95	(13.00)	(20.67)	(34.27)
Tax for the year	104.16	99.56	31.01	0.79	(29.53)
VIII. As per restated statement of profit and loss					
Current tax					
Pertaining to profit for the current year	60.33	50.61	44.01	21.46	4.74
Deferred tax	43.83	48.95	(13.00)	(20.67)	(34.27)
Total tax expense as per restated statement of profit and loss	104.16	99.56	31.01	0.79	(29.53)

Notes:

- 1) Tax rate includes applicable surcharge, education cess and secondary and higher education cess for the respective year / period concerned.
- 2) Please refer Annexure XXXXI for reconciliation between tax on adjustments and total tax expense as per restated statement of profit and loss.
- 3) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
1 Contingent Liability					
Disputed Excise Duty Liability (only penalty)	-	5.24	5.24	5.24	5.24
Disputed Service Tax Liability (including penalty)	6.43	6.43	6.43	6.43	6.43
Capital commitments					
Estimated amount of contracts remaining to be executed on capital account (net of advances) and not provided for	161.97	58.56	18.24	69.47	19.30

The excise duty liability pertains Capital Goods transported from Company's Thane Factory to Ambemath Factory, and the outflow for the same is not probable.

The disputed service tax liability pertains to the sale of Patent by the Company, and the outflow for the same is not probable.

2 Restated Ind AS Statement of Operating leases

The Company has entered into Lease agreements for premises, which expire at various dates over the next five years. There is an escalation clause in a lease agreement.

The future minimum lease rental payable under non-cancelable operating leases in aggregate are as follows:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Within one year	33.13	7.68	15.35	13.86	3.34
After one year but not more than five years	91.07	-	7.68	7.68	25.38
	124.20	7.68	23.03	21.54	28.72

3 Details of dues to micro and small enterprises as defined under the MSMED Act, 2006

Micro and small enterprises under the Micro, Small and Medium Enterprises Development Act, 2006 have been determined to the extent such parties have been identified on the basis of information available with the Company and relied upon by the auditors.

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018 (Proforma)	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
The principal amount and the interest due thereon remaining unpaid to any supplier as at the end of each accounting year	-	-	-	-	-
Principal amount due to micro and small enterprises	6.13	21.12	19.89	-	-
Interest due on above	0.01	0.11	0.07	-	-
The amount of interest paid by the buyer in terms of section 16 of the MSMED Act 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year	-	-	-	-	-
The amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under the MSMED Act 2006.	-	-	0.68	-	-
The amount of interest accrued and remaining unpaid at the end of each accounting year	0.01	0.11	0.75	-	-
The amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise for the purpose of disallowance as a deductible expenditure under section 23 of the MSMED Act 2006	-	-	-	-	-

Note:

* During the FY 2013-14 and 2014-15 the company has not received any instruction from suppliers regarding their status under the Micro, Small and Medium Enterprises Development Act, 2006 and hence, disclosures if any, relating to amounts unpaid as at the year end together with interest payable as required under the said Act have not been given.

4 Details of expenditure directly related to Research & Development:
I) Details of revenue expenditure directly related to Research & Development:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018 (Proforma)	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Salaries, wages and bonus	106.11	91.04	80.64	76.99	60.95
Material consumed	6.56	9.15	10.10	6.77	13.75
Spares	11.57	18.35	14.48	14.53	10.12
Power and Fuel	11.88	11.49	11.42	8.74	10.40
Product development cost	42.75	54.19	12.65	16.26	18.63
Clinical Trial Expenses	1.07	2.06	3.31	12.72	5.27
Depreciation & Amortization	28.10	19.55	11.55	13.56	14.44
Others	23.74	20.59	27.95	20.09	18.19
	231.78	226.42	172.10	169.66	151.75

II) Details of capital expenditure directly related to Research & Development:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018 (Proforma)	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Tangible & Intangible Assets					
Building	-	-	1.02	-	-
Plant and machinery	0.30	1.05	1.86	0.15	0.70
Furniture and fixtures	-	-	1.26	-	-
Laboratory equipment	7.00	11.23	13.30	8.07	0.80
Electrical fittings	-	0.63	0.94	-	1.21
Infotech Equipments -Software	3.00	-	0.34	-	0.07
Computer equipment	0.97	0.82	1.25	0.15	0.09
Office Equipment	-	0.05	0.57	-	-
Product development	105.71	20.80	59.85	-	-
	116.98	34.58	80.39	8.37	2.87

5 Capitalization of expenditure:

During the year, the Company has capitalised the following expenses of revenue nature to the cost of Intangible assets under development. Consequently, expenses disclosed under the respective notes are net of amount capitalised by the Company.

Particulars	(Rupees in million, unless otherwise stated)			
	For the year ended March 31, 2018 (Proforma)	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2014 (Proforma)
Raw material/ Packing Material consumed	44.91	49.37	17.58	14.75
Other expenses - Clinical Trial/ Product development, Legal & Professional Fees and registration charges	67.20	55.25	25.20	3.77
Finance Cost	0.96	3.10	15.77	22.67
	113.07	107.72	58.55	41.19
				51.83

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXX - Restated Ind AS Summary statement of Gratuity and Other Post Employment Benefits

I) Defined Contribution plan
(a) Contribution to provident and other funds

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Contribution to provident fund charged to Statement of Profit and Loss Account	24.69	20.36	18.55	16.68	14.85

II) Defined benefit plan
(a) Gratuity

The Company has a defined benefit gratuity plan. Every employee who has completed five years or more of service subject to maximum limit of INR 0.2 million gets a gratuity on departure at 15 days salary (last drawn salary) for each completed year of service. The scheme is funded with an insurance company in the form of a qualifying insurance policy. The Company has provided for gratuity and leave encashment based on actuarial valuation done as per projected unit credit method.

The following tables summarise the components of net benefit expense recognised in the statement of profit and loss account and the funded status and amount recognised in the balance sheet for the respective plans.

A Balance Sheet

(i) The amounts recognised in the balance sheet and the movements in the net defined benefit obligation over the year / period are as follows:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Liability at the beginning of the year/period	38.60	32.28	28.18	23.19	19.11
Current service cost	6.18	5.25	4.63	3.61	2.92
Interest cost	2.60	2.32	2.03	1.85	1.36
Benefits paid	(1.98)	(3.71)	(3.27)	(2.43)	(0.81)
Remeasurement - Actuarial (Gain)/Loss - due to changes in demographic assumptions	(0.46)	-	-	-	-
Remeasurement - Actuarial (Gain)/Loss - due to changes Financial assumptions	(3.28)	2.98	0.37	3.26	(0.17)
Remeasurement - Actuarial (Gain)/Loss - due to changes experience adjustment	2.92	(0.52)	0.34	(1.30)	0.78
Past Service Cost	7.97	-	-	-	-
Liability at the end of the year/period	52.55	38.60	32.28	28.18	23.19

(ii) Changes in the fair value of plan assets:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Opening fair value of plan assets	29.73	20.42	19.95	17.34	16.95
Interest on plan assets	2.23	1.68	1.67	1.66	1.42
Contributions by employer	-	11.00	2.42	3.90	2.29
Benefits paid	(1.98)	(3.71)	(3.27)	(2.43)	(0.81)
Remeasurement due to actual return on plan assets less interest on plan assets	0.01	0.34	(0.35)	(0.52)	(2.51)
Closing fair value of plan assets	29.99	29.73	20.42	19.95	17.34

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXX - Restated Ind AS Summary statement of Gratuity and Other Post Employment Benefits

(iii) The Major categories of plan assets as percentage of fair value of total plan assets are as follows:

Particulars	(Rupees in million, unless otherwise stated)			
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)
Investment with insurer	100%	100%	100%	100%

Particulars	(Rupees in million, unless otherwise stated)			
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2014 (Proforma)
Balance sheet reconciliation				
Particulars				
Opening Net liability	8.87	11.85	8.23	5.85
Expense recognized in Statement of P&L	14.52	5.89	4.99	3.80
Expense recognized in OCI	(0.83)	2.13	1.05	2.48
Employers contribution	-	(11.00)	(2.42)	(3.90)
Amounts recognized in the Balance Sheet	22.56	8.87	11.85	8.23

B Statement of profit & loss

Particulars	(Rupees in million, unless otherwise stated)			
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2014 (Proforma)
Expense recognised in Statement of profit or loss				
Particulars				
Current service cost	6.18	5.25	4.63	3.61
Net Interest cost	0.37	0.64	0.36	0.19
Past service cost	7.97	-	-	(0.06)
Expenses recognized in profit or loss	14.52	5.89	4.99	3.80

Particulars	(Rupees in million, unless otherwise stated)			
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2014 (Proforma)
Expense recognised in Other comprehensive Income				
Particulars				
Remeasurements:				
-Actuarial (Gain)/loss	(0.82)	2.46	0.71	1.95
- Actual return on plan assets less interest on plan assets	(0.01)	(0.33)	0.34	0.53
Net (Income)/ Expense	(0.83)	2.13	1.05	2.48
				3.12

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXX - Restated Ind AS Summary statement of Gratuity and Other Post Employment Benefits

C The principal assumptions used in determining gratuity obligations are shown below:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018 (Proforma)	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Discount rate	7.80%	7.20%	7.85%	7.95%	9.05%
Future salary increases	8.00%	8.00%	8.00%	8.00%	8.00%
Weighted Average Duration of the Projected Benefit Obligation	9.89 years	12.64 years	11.58 years	11.66 years	9.99 years
Mortality rate during Employment	Indian Assured lives Mortality (2006-08)	Indian Assured lives Mortality (2006-08)	Indian Assured lives Mortality (2006-08)	Indian Assured lives Mortality (2006-08)	Indian Assured lives Mortality (2006-08)
Mortality rate after Employment	NA	NA	NA	NA	NA

The estimates of future salary increases, considered in actuarial valuation take account of inflation, seniority, promotion and other relevant factor such as supply and demand factors in the employee market.

D Expected Contribution to the Fund

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Expected contribution payable next year	10	7.5	7.5	7.5	7.5

E A quantitative sensitivity analysis for significant assumption as at balance sheet date are as shown below:

Following table summarises the impact in percentage terms on the reported defined benefit obligation at the end of the reporting period arising on account of an increase or decrease in the reported assumption by 50 bps:

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Discount rate (-0.5%)	5.16%	6.64%	6.08%	6.29%	5.40%
Discount rate (+0.5%)	(4.74)%	(6.02)%	(5.52)%	(5.41)%	(4.62)%
Salary Escalation Rate (-0.5%)	(4.37)%	(5.01)%	(4.71)%	(4.67)%	(4.09)%
Salary Escalation Rate (+0.5%)	(4.71)%	5.29%	5.00%	5.33%	4.73%

Methods and assumptions used in preparing sensitivity and their limitations: The liability was projected by changing certain assumptions and the total liability post the change in such assumptions have been captured in the table above. This sensitivities are based on change in one single assumption, other assumptions being constant. In practice, scenario may involve change in several assumptions where the stressed defined benefit obligation may be significantly impacted.

F Maturity analysis of projected benefit obligation

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
1st following year	11.20	5.05	5.44	5.33	5.46
2nd following year	1.41	1.92	0.86	0.79	1.19
3rd following year	2.38	1.11	2.43	0.82	1.04
4th following year	1.75	1.11	1.59	2.29	0.76
5th following year	2.16	1.17	0.98	1.33	2.91
Sum of years to 6 to 10	125.55	111.59	95.82	86.33	74.59

G The weighted average duration of the defined benefit plan obligation at the end of March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014 is 9.89 years, 12.64 years, 11.58 years, 11.66 years and 9.99 years respectively.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXI - Restated Ind AS Income Taxes

Income tax

A Income tax expense in the Restated Ind AS Statement of Profit and Loss consists of:

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Current income tax:					
Pertaining to profit for the current year	60.33	50.61	44.01	21.46	4.74
Adjustment of tax pertaining to earlier period	-	-	-	-	-
Deferred tax charge/ (credit)	43.83	48.95	(13.00)	(20.67)	(34.27)
Income tax expense reported in the statement of profit or loss	104.16	99.56	31.01	0.79	(29.53)
Income tax recognised in other comprehensive income					
Deferred tax expense/ (income) arising on income and expense recognised in other comprehensive income	0.29	(0.74)	(0.36)	(0.84)	(1.06)
Total expense/(income)	104.45	98.82	30.65	(0.05)	(30.59)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Income Tax assets	7.00	7.00	10.66	11.57	9.10
Income Tax liabilities	6.51	1.49	14.05	-	0.16
Net Income Tax assets/(liabilities)	0.49	5.51	(3.39)	11.57	8.94

B The reconciliation between the provision of income tax of the Company and amounts computed by applying the Indian statutory income tax rate to profit before taxes is as follows:

(Rupees in million, unless otherwise stated)

Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Profit/(Loss) before tax, as restated	261.24	241.40	164.54	44.84	(1.05)
Statutory income tax rate in India	34.61%	34.61%	34.61%	33.99%	33.99%
Tax at statutory income tax rate	90.41	83.54	56.94	15.24	(0.36)
Effect of:					
Non deductible expenses	3.67	4.85	3.65	3.33	3.28
Deferred Tax not recognized on Ind AS Adjustments	(0.85)	(1.78)	(2.43)	(0.41)	0.63
MAT Credit Entitlement not recognised	60.32	50.61	44.01	21.46	4.74
Additional allowances for tax purpose	(60.93)	(83.56)	(85.55)	(52.72)	(48.63)
Reversal of deferred tax assets recognised in earlier period	10.64	42.31	11.23	13.72	9.34
Others	0.90	3.59	3.16	0.17	1.47
Total income tax expense	104.16	99.56	31.01	0.79	(29.53)

C Deferred tax relates to the following: Balance sheet

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Deferred tax liability					
Fixed assets: Impact of difference between tax depreciation and depreciation/ amortisation charged for the financial reporting	220.79	174.55	166.28	124.73	134.85
Deferred tax expense on Ind AS Adjustments	1.44	1.42	1.17	0.46	-
Gross deferred tax liability (A)	222.23	175.97	167.45	125.19	134.85
Deferred tax asset					
Carry forward of losses	165.97	187.72	225.87	192.01	203.47
Impact of expenditure charged to the statement of profit and loss in the current year / earlier years but allowed for tax purposes on payment basis	25.23	9.91	12.73	8.89	7.17
Deferred tax income on Ind AS Adjustments and restatements	61.53	52.95	51.68	33.76	12.19
Gross deferred tax asset (B)	252.73	250.58	290.28	234.66	222.83
Net deferred tax assets/ (liabilities)	30.50	74.61	122.83	109.47	87.98

D Movement of deferred tax assets/liabilities (net):

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Opening balance as of 1 April	74.61	122.83	109.47	87.98	52.65
Tax income/(expense) during the period recognised in profit or loss	(43.83)	(48.95)	13.00	20.67	34.27
Tax income/(expense) during the period recognised in OCI	(0.29)	0.74	0.36	0.84	1.06
Closing balance	30.50	74.61	122.83	109.47	87.98

E Deferred tax relates to the following:- Statement of Profit and Loss and Other Comprehensive Income

(Rupees in million, unless otherwise stated)					
Particulars	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Fixed assets: Impact of difference between tax depreciation and depreciation/ amortisation charged for the financial reporting	(46.24)	(8.27)	(41.56)	10.12	1.71
Carry forward of losses	(21.75)	(38.15)	33.86	(11.47)	23.05
Impact of expenditure charged to the statement of profit and loss in the current year / earlier years but allowed for tax purposes on payment basis	15.32	(2.83)	3.85	1.72	2.11
Deferred tax expense/ (income) on Ind AS Adjustments	8.56	1.04	17.22	21.14	8.46
Net deferred tax credit/ (charge)	(44.12)	(48.21)	13.37	21.51	35.33

F Unrecognised deferred tax assets

a) MAT Credit Entitlement

The Company is liable to pay Minimum Alternate Tax (MAT) on income for the year ended on March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014. Accordingly, the Company has made tax provision as recognised in the restated statement of profit and loss.

b) Unabsorbed tax losses

There are no items, on which deferred tax asset has not been recognised.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXII - Restated Ind AS Statement of Share Based Payments

The Company instituted an Employee Stock Option Scheme ("ESOPS"), called 'ESOP Scheme 2012' for certain employees as approved by the shareholders on January 25, 2013. During the year ended March 31, 2018, the following scheme is under operation:

The Company has provided the following equity settled share-based payment schemes to its senior management. The details of the ESOP schemes are as follows:

ESOP scheme

Details of ESOP scheme are as follows:

Particulars	
Date of grant	25-Jan-13
Date of board approval	03-Aug-12
Date of shareholders approval	07-Sep-12
Total number of options under the plan	upto 0.5% of the Paid up Equity Share Capital of the Company
Number of options granted	39,165
Method of settlement	Equity
Vesting period	Maximum period of 4 years
Exercise period	3 years from the date of listing
Vesting conditions	Graded vesting based on continued association with the company and achievement of certain performance parameters

The details of activity under the scheme are summarised below:

Particulars	March 31, 2018	March 31, 2017 (Proforma)	March 31, 2016 (Proforma)	March 31, 2015 (Proforma)	March 31, 2014 (Proforma)
	Number of options	Number of options	Number of options	Number of options	Number of options
Outstanding at the beginning of the year	-	9,986	19,974	31,332	39,165
Exercisable at the beginning of the year	27,417	23,305	13,317	7,833	-
Granted during the year	-	-	-	-	-
Forfeited during the year	-	-	-	-	-
Exercised during the year	-	-	-	-	-
Lapsed during the year	-	1,762	-	4,699	-
Vested during the year	-	8,224	9,988	6,659	7,833
Expired during the year	-	4,112	-	1,175	-
Outstanding at the end of the year	-	-	9,986	19,974	31,332
Exercisable at the end of the year	27,417	27,417	23,305	13,317	7,833
Weighted average remaining contractual life (in years)	0 Years	0 Years	0.82 Years	1.82 Years	2.82 Years

There were no cancellations or modifications to the rewards during the period/ year ended March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014.

The Black Scholes valuation model has been used for computing weighted average fair value on grant date considering the following inputs:

	ESOP Scheme
Weighted average share price/market price (Rs. per share)	489.00
Exercise Price (Rs. Per share)	491.00
Weighted Average Exercise Price (Rs. Per share)	491.00
Expected volatility (%)	0.00%
Expected life of options granted (years)	5.44 years
Dividend yield (%)	0.00%
Risk free interest rate (%)	7.92%
Weighted average fair value of options granted	164.34
Model used	Black Scholes

The expected life of the share options are based on historical data and current expectations and is not necessarily indicative of exercise patterns that may occur. The expected volatility reflects the assumption that the historical volatility over a period similar to the life of the options is indicative of future trends, which may not necessarily be the actual outcome.

The expense recognised for employee service received during the year is shown in the following table:

	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Expense arising from equity settled transaction	-	0.31	0.93	1.31	2.62

Notes:

(i) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXIII - Restated Ind AS Summary statement of Segment information

The Company is primarily engaged in business of manufacturing and sales of pharmaceuticals formulations. Company's performance for operations as defined in Ind AS 108 are evaluated as a whole by Board of Directors ('CODM') of the Company based on which manufacturing and sale activities of pharmaceutical formulation are considered as a single operating segment.

(a) Revenue from external customers

The Company is domiciled in India. The amount of its revenue from external customers are disclosed based on the location of customers:

Revenue	For the year ended March 31, 2018	For the year ended March 31, 2017 (Proforma)	For the year ended March 31, 2016 (Proforma)	For the year ended March 31, 2015 (Proforma)	For the year ended March 31, 2014 (Proforma)
India	1,053.58	1,256.46	1,357.15	1,261.15	1,171.38
Brazil	733.14	573.19	340.48	281.19	246.21
USA	379.20	154.72	98.62	24.56	4.21
Others	926.50	789.34	609.65	508.12	370.60
Total revenue	3,092.42	2,773.71	2,405.91	2,075.02	1,792.40

(b) Non current operating assets:

	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
India	1,293.23	982.55	1,117.94	1,078.54	1,140.12
USA	523.71	437.00	368.45	316.17	252.37
Others	21.77	19.66	21.86	19.91	2.41
Total	1,838.71	1,439.21	1,508.25	1,414.62	1,394.90

Non-current assets for this purpose consist of property, plant and equipment intangible assets and intangible assets under development, based on its location.

(c) Revenue from major customer

Only for the year ended March 2018, Revenue from one customer was more than 10% of the total revenue amounting to Rs 330.84 millions. For the years ended March 2017, March 2016, March 2015 and March 2014, there was no customer that accounted for more than 10% of the total revenue.

(i) The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXIV - Category of Financial Instruments

Particulars	March 31, 2018		March 31, 2017 (Proforma)		March 31, 2016 (Proforma)		March 31, 2015 (Proforma)		March 31, 2014 (Proforma)	
	Amortised Cost	Fair Value Through Profit & Loss (FVTPL)	Amortised Cost	Fair Value Through Profit & Loss (FVTPL)	Amortised Cost	Fair Value Through Profit & Loss (FVTPL)	Amortised Cost	Fair Value Through Profit & Loss (FVTPL)	Amortised Cost	Fair Value Through Profit & Loss (FVTPL)
Financial Assets										
Investments		0.03		0.03		0.03		0.03		0.03
Loans	1.85		2.82		2.79		2.32		9.49	
Security Deposits	37.65		30.42		29.33		27.04		25.65	
Export Benefit Receivable	56.16		32.98		33.64		24.62		13.99	
Bank Deposits	2.10		107.63		4.11		1.92		1.62	
Trade Receivables	837.31		471.85		435.34		251.41		230.98	
Cash & Cash Equivalents	7.18		17.10		38.47		14.70		8.31	
Other Bank Balances	16.68		2.34		1.99		21.94		1.75	
Total Financial Assets	958.93	0.03	665.14	0.03	545.67	0.03	343.95	0.03	291.79	0.03
Financial Liabilities										
Borrowings	885.96		444.91		529.01		366.45		253.60	
Trade Payables	667.50		416.90		337.66		248.15		209.70	
Derivative Financial Liabilities	-	19.33	-		-		-		-	
Payable for Capital Expenditure	41.19		22.63		0.67		0.36		2.95	
Interest accrued on borrowings	4.44		2.23		2.57		2.45		2.06	
Current Maturities of long term borrowings	162.72		109.35		107.60		124.85		90.57	
Total Financial Liabilities	1,761.81	19.33	996.02	-	977.51	-	742.26	-	558.88	-

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXV - Restated Ind AS Summary Statement of Fair Value Hierarchy for Assets and Liabilities

The carrying value and fair value of financial instruments by categories are as below, other than those with carrying amounts that are reasonable approximations of fair values:

Particulars	Carrying value					Fair value				
	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)	As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
Financial assets										
Rental deposits	21.46	-	19.86	18.74	17.68	22.14	-	19.83	18.25	16.74
Loan to Employees	1.85	2.82	2.79	1.22	6.77	1.70	2.24	2.47	0.86	6.28
Loan to Vendors	-	-	-	1.10	2.71	-	-	-	0.81	1.73
Total assets	23.31	2.82	22.65	21.06	27.16	23.84	2.24	22.30	19.92	24.75
Financial liabilities										
Long term Borrowings	631.62	307.37	331.46	368.71	268.70	622.12	313.93	308.72	334.91	276.53
Trade Payable (Non Current)	12.64	18.97	-	-	-	10.90	16.16	-	-	-
Derivative Liabilities	19.33	-	-	-	-	19.33	-	-	-	-
Total liabilities	663.59	326.34	331.46	368.71	268.70	652.35	330.09	308.72	334.91	276.53

Notes:

- 1) The management assessed that fair values of cash and cash equivalents, trade receivables, trade payables, and other bank balances approximates their carrying amounts largely due to the short-term maturities of these instruments.
- 2) The Company has entered into an cross currency interest rate swap in March 2018 for converting its USD Borrowing at floating rate of interest to INR borrowing at a fixed rate of interest. Interest rate swaps, are valued using valuation techniques, which employs the use of market observable inputs. The most frequently applied valuation techniques include forward pricing and swap models, using present value calculations. The models incorporate various inputs including the credit quality of counterparty, foreign exchange spot and forward rate, yield curves of the respective currency, currency basis spreads between the respective currency, interest rate curves and forward rate curves of the underlying commodity.
- 3) The fair values of the Company's interest-bearing borrowings and long term liabilities are determined by using Discounted Cash Flow method using discount rate that reflects the company's borrowing rate as at the end of the reporting period. The own non-performance risk as at the reporting dates is assessed to be insignificant.
- 4) The fair values of loans, security deposits are calculated based on cash flows discounted using rates currently available for debt on similar terms, credit risk and remaining maturities.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXV - Restated Ind AS Summary Statement of Fair value hierarchy for assets and liabilities

Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date under current market conditions.

The Company categorizes assets and liabilities measured at fair value into one of three levels depending on the ability to observe inputs employed in their measurement which are described as follows:

- i) Level 1**
quoted (unadjusted) prices in active markets for identical assets or liabilities
- ii) Level 2**
other techniques for which all inputs which have a significant effect on the recorded fair values are observable, either directly or indirectly
- iii) Level 3**
techniques which use inputs that have a significant effect on the recorded fair value that are not based on observable market data.

The following table provides the fair value measurement hierarchy of the Company's assets and liabilities:

I The carrying amount and fair value measurement hierarchy for assets and liabilities measured at amortised cost as at March 31, 2018 is as follows
(Rupees in million, unless otherwise stated)

Particulars	Carrying Value	Fair Value	Date of valuation	Fair value measurement using			Total
				Quoted prices in active markets	Significant observable inputs	Significant unobservable inputs	
Financial Assets							
Rental deposits	21.46	22.14	31-Mar-18		22.14		22.14
Loan to Employees	1.85	1.70	31-Mar-18		1.70		1.70
Bank Deposits	-	-	31-Mar-18		-		-
Total	23.31	23.84		-	23.84	-	23.84
Financial Liabilities							
Long term Borrowings	631.62	622.12	31-Mar-18		622.12		622.12
Trade Payables	12.64	10.90	31-Mar-18		10.90		10.90
Derivative Liabilities	19.33	19.33	31-Mar-18		19.33		19.33
Total	663.59	652.35		-	652.35	-	652.35

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXV - Restated Ind AS Summary Statement of Fair value hierarchy for assets and liabilities

II The carrying amount and fair value measurement hierarchy for assets and liabilities measured at amortised cost as at March 31, 2017 (Proforma) is as follows
(Rupees in million, unless otherwise stated)

Particulars	Carrying Value	Fair Value	Date of valuation	Fair value measurement using			Total
				Quoted prices in active markets	Significant observable inputs	Significant unobservable inputs	
Financial Assets							
Loan to Employees	2.82	2.24	31-Mar-17	-	2.24	-	2.24
Bank Deposits	-	-	31-Mar-17	-	-	-	-
Total	2.82	2.24		-	2.24	-	2.24
Financial Liabilities							
Long term Borrowings	307.37	313.93	31-Mar-17		313.93		313.93
Trade Payable (Non Current)	18.97	16.16	31-Mar-17		16.16		16.16
Total	326.34	330.09		-	330.09	-	330.09

III The carrying amount and fair value measurement hierarchy for assets and liabilities measured at amortised cost as at March 31, 2016 (Proforma) is as follows
(Rupees in million, unless otherwise stated)

Particulars	Carrying Value	Fair Value	Date of valuation	Fair value measurement using			Total
				Quoted prices in active markets	Significant observable inputs	Significant unobservable inputs	
Financial Assets							
Rental deposits	19.86	19.83	31-Mar-16	-	19.83	-	19.83
Loan to Employees	2.79	2.47	31-Mar-16		2.47		2.47
Bank Deposits	-	-	31-Mar-16		-		-
Total	22.65	22.30		-	22.30	-	22.30
Financial Liabilities							
Long term Borrowings	331.46	308.72	31-Mar-16		308.72		308.72
Total	331.46	308.72		-	308.72	-	308.72

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXV - Restated Ind AS Summary Statement of Fair value hierarchy for assets and liabilities

IV The carrying amount and fair value measurement hierarchy for assets and liabilities measured at amortised cost as at March 31, 2015 (Proforma) is as follows
(Rupees in million, unless otherwise stated)

Particulars	Carrying Value	Fair Value	Date of valuation	Fair value measurement using			Total
				Quoted prices in active markets	Significant observable inputs	Significant unobservable inputs	
Financial Assets							
Rental deposits	18.74	18.25	31-Mar-15	-	18.25	-	18.25
Loan to Employees	1.22	0.86	31-Mar-15	-	0.86	-	0.86
Loan to Vendors	1.10	0.81	31-Mar-15	-	0.81	-	0.81
Bank Deposits	-	-	31-Mar-15	-	-	-	-
Total	21.06	19.92			19.92		19.92
Financial Liabilities							
Long term Borrowings	368.71	334.91	31-Mar-15	-	334.91	-	334.91
Total	368.71	334.91			334.91		334.91

V The carrying amount and fair value measurement hierarchy for assets and liabilities measured at amortised cost as at March 31, 2014 (Proforma) is as follows
(Rupees in million, unless otherwise stated)

Particulars	Carrying Value	Fair Value	Date of valuation	Fair value measurement using			Total
				Quoted prices in active markets	Significant observable inputs	Significant unobservable inputs	
Financial Assets							
Rental deposits	17.68	16.74	31-Mar-14	-	16.74	-	16.74
Loan to Employees	6.77	6.28	31-Mar-14	-	6.28	-	6.28
Loan to Vendors	2.71	1.73	31-Mar-14	-	1.73	-	1.73
Bank Deposits	-	-	31-Mar-14	-	-	-	-
Total	27.15	24.75			24.75		24.75
Financial Liabilities							
Long term Borrowings	268.70	276.53	31-Mar-14	-	276.53	-	276.53
Total	268.70	276.53			276.53		276.53

There has been no transfer between Level 1,2, and 3 during the period March 31,2018, March 31,2017, March 31,2016, March 31, 2015 and March 2014.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVI - Restated Ind AS Summary Statement on Financial risk management objectives and policies

The Company's principal financial liabilities, other than derivatives, comprise loans and borrowings, trade and other payables. The main purpose of these financial liabilities is to finance the Company's operations and to provide guarantees to support its operations. The Company's principal financial assets include loans, trade and other receivables, and cash and cash equivalents that derive directly from its operations. The Company generally enters into derivative transactions. The Company is exposed to market risk, credit risk and liquidity risk. The Company's senior management oversees the management of these risks and 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. All derivative activities for risk management purposes are carried out by the team that have appropriate skills, experience and supervision. The Board of Directors reviews and agrees policies for managing each of these risks, which are summarised below.

(a) Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises two types of risk: interest rate risk and currency risk. Financial instruments affected by market risk include loans and borrowings, trade receivables, trade payables and derivative financial instruments. The sensitivity analyses in the following sections relate to the position as at March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014. The sensitivity analyses have been prepared on the basis that the amount of net debt, the ratio of fixed to floating interest rates of the debt and derivatives and the proportion of financial instruments in foreign currencies are all constant at March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014.

The sensitivity of the relevant profit or loss item is the effect of the assumed changes in respective market risks. This is based on the financial assets and financial liabilities held at March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014.

(i) 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's exposure to the risk of changes in market interest rates relates primarily to the Company's long-term debt obligations with floating interest rates. During the year ended March 2018, the Company has entered into Cross Currency Interest Rate swaps for majority of total borrowings to manage its interest rate risk.

Interest Rate Sensitivity

The following table demonstrates the sensitivity to a reasonably possible change in interest rates on that portion of loans and borrowings affected. With all other variables held constant, the Company's profit before tax is affected through the impact on floating rate borrowings, as follows:

Particulars	Increase/decrease in basis points	(Rupees in million, unless otherwise stated)				
		Effect on Profit before tax				
		March 31, 2018	March 31, 2017	March 31, 2016	March 31, 2015	March 31, 2014
		(Proforma)	(Proforma)	(Proforma)	(Proforma)	(Proforma)
INR	+50	(0.81)	(0.06)	(0.17)	(0.28)	(0.39)
US dollar	+60	(3.67)	(3.06)	(2.29)	(0.89)	(0.40)
INR	-50	0.81	0.06	0.17	0.28	0.39
US dollar	-60	3.67	3.06	2.29	0.89	0.40

(ii) Foreign Currency Risk

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. The Company's exposure to the risk of changes in foreign exchange rates relates primarily to the Company's operating activities (when revenue or expense is denominated in a foreign currency). The Company does not enter into derivative contracts for the purpose of hedging. The Company's foreign currency exposure are as follows:

i) Amounts receivable in foreign currency on account of the following:

Currency	Particulars	(in millions)				
		As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	
USD	Bank balance	0.08	0.24	0.39	0.17	0.13
	Export debtors	9.73	4.59	4.52	1.94	1.41

ii) Amounts payable in foreign currency on account of the following:

Currency	Particulars	(in millions)				
		As at March 31, 2018	As at March 31, 2017 (Proforma)	As at March 31, 2016 (Proforma)	As at March 31, 2015 (Proforma)	As at March 31, 2014 (Proforma)
	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	Amount in Foreign Currency	
USD	Import creditors	1.09	0.70	0.55	0.20	0.06
	Commission payable	0.69	0.38	0.23	0.17	0.65
	Packing credit in foreign currency from bank	6.31	3.72	4.60	1.96	0.84
	FCNR Loan	4.85	4.82	4.74	5.24	2.87
EUR	Import creditors	0.15	0.25	0.00	-	0.00
GBP	Import creditors	0.00	-	0.00	-	0.00
JPY	Import creditors	5.60	-	-	-	-

Foreign currency sensitivity

5% increase or decrease in foreign exchange rates will have the following impact on profit before tax (impact on reserves)

	March 31, 2018		March 31, 2017		March 31, 2016		March 31, 2015		March 31, 2014	
	5% increase	5% decrease	5% increase	5% decrease	5% increase	5% decrease	5% increase	5% decrease	5% increase	5% decrease
USD	(0.16)	0.16	(0.48)	0.48	(0.51)	0.51	(0.37)	0.37	(0.22)	0.22
EUR	(0.01)	0.01	(0.01)	0.01	(0.00)	0.00	-	-	(0.00)	0.00
GBP	(0.00)	0.00	-	-	(0.00)	0.00	-	-	(0.00)	0.00
JPY	(0.28)	0.28	-	-	(0.00)	0.00	-	-	(0.00)	0.00

(b) Credit risk

Credit risk is the risk that 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. Credit risk is managed through credit approvals, establishing credit limits and continuously monitoring the creditworthiness of the customers to which the company grants credit limits in the normal course of business.

Exposure to credit risk The carrying amount of financial assets represents the maximum credit exposure.

Trade receivables

The company's exposure to credit risk is influenced mainly by the individual characteristics of each customer. On account of adoption of Ind AS 109 the company uses expected credit loss model to assess impairment loss or gain. The company uses a provision matrix to assess the expected credit loss amount. The matrix takes into account external and internal risk factors and historical data of credit losses from various customers. Outstanding customer receivables at the end of each reporting period are regularly monitored to determine the incurred and expected credit losses. Except trade receivables located in the US, and Latin America, majority of other receivables are secured by way of Letter of Credit and ECGC Insurance cover. Historical trends of the company's receivables do not reflect any significant credit losses and given that the macroeconomic indicators affecting the customer group have not undergone any substantial change the company expects the trend of minimal credit losses to continue. Company evaluates the concentration of risk with respect to trade receivables as low, as its customers are located in several jurisdictions and operate in largely independent markets.

Financial instruments and cash deposits

Credit risk from balances with banks and financial institutions is managed by the Company's treasury department in accordance with the Company's policy. Investments of surplus funds are made only with approved counterparties and within credit limits assigned to each counterparty. The Company's maximum exposure to credit risk for the components of the balance sheet at March 31,2018, March 31,2017, March 31,2016, March 31,2015 and March 31,2014 is the carrying amounts as illustrated in Note XII and Note XVI

(c) Liquidity risk

Liquidity risk is the risk that the Company will not be able to settle or meet its obligations as they fall due. The company's policy on liquidity risk is to maintain sufficient liquidity in the form of cash to meet the Company's operating requirements with an appropriate level of headroom. In addition, processes and policies related to such risks are overseen by senior management. Management monitors the Company's net liquidity position through rolling forecasts on the basis of expected cash flows.

Maturity profile of financial liabilities

The table below summarises the maturity profile of the Company's financial liabilities based on contractual undiscounted payments:

As at March 31, 2018

(Rupees in million, unless otherwise stated)

Particulars	Less than 1 year	1 to 5 years	Total
Borrowings	576.46	195.03	771.49
Trade payables	656.92	12.68	669.60
Other financial liabilities	46.96	18.00	64.96
Total	1,280.34	225.71	1,506.05

As at March 31, 2017 (Proforma)

(Rupees in million, unless otherwise stated)

Particulars	Less than 1 year	1 to 5 years	Total
Borrowings	373.42	215.69	589.11
Trade payables	402.15	18.97	421.12
Other financial liabilities	24.87	-	24.87
Total	800.44	234.66	1,035.10

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVI - Restated Ind AS Summary Statement on Financial risk management objectives and policies

As at March 31, 2016 (Proforma) (Rupees in million, unless otherwise stated)

Particulars	Less than 1 year	1 to 5 years	Total
Borrowings	429.37	245.56	674.93
Trade payables	336.87	3.27	340.14
Other financial liabilities	3.24	-	3.24
Total	769.48	248.83	1,018.31

As at March 31, 2015 (Proforma) (Rupees in million, unless otherwise stated)

Particulars	Less than 1 year	1 to 5 years	Total
Borrowings	266.20	248.51	514.71
Trade payables	240.34	9.81	250.15
Other financial liabilities	2.80	-	2.80
Total	509.34	258.32	767.66

As at March 31, 2014 (Proforma) (Rupees in million, unless otherwise stated)

Particulars	Less than 1 year	1 to 5 years	Total
Borrowings	187.67	195.54	383.21
Trade payables	223.96	8.74	232.70
Other financial liabilities	5.00	-	5.00
Total	416.63	204.28	620.91

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVI - Restated Ind AS Summary Statement on Financial risk management objectives and policies

Capital Management

For the purpose of the Company's capital management, capital includes issued equity capital, share premium and other reserves. The primary objective of the Company's capital management is to maximise the shareholder value. The Company manages its capital structure and makes adjustments in light of changes in economic conditions and the requirements of the financial covenants. To maintain or adjust the capital structure, the Company may adjust the dividend payment to shareholders, return capital to shareholders or issue new shares. The Company monitors capital using a net debt to equity ratio, which is net debt divided by total equity. The Company's policy is to keep the Debt to Equity ratio less than 1.25 times. The Company includes within net debt, interest bearing loans and borrowings, trade and other payables, less cash and cash equivalents.

Particulars	(Rupees in million, unless otherwise stated)				
	As at March 31 2018	As at March 31 2017 (Proforma)	As at March 31 2016 (Proforma)	As at March 31 2015 (Proforma)	As at March 31 2014 (Proforma)
Net debt (net of cash and cash equivalents)					
-Borrowings	1,048.68	554.26	636.61	491.30	344.17
-Trade Payables	667.50	416.90	337.66	248.15	209.70
- Payable for Capital Expenditure	41.19	22.63	0.67	0.36	2.95
-Cash and Cash Equivalents	(7.18)	(17.10)	(38.47)	(14.70)	(8.31)
Net Debt	1,750.19	976.69	936.47	725.11	548.51
Total Equity	1,743.55	1,642.50	1,550.41	1,442.07	1,401.00
Net debt to equity ratio	1.00	0.59	0.60	0.50	0.39

In order to achieve this overall objective, the Company's capital management, amongst other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements.

Breaches in meeting the financial covenants would permit the bank to immediately call loans and borrowings. There have been no breaches in the financial covenants of any interest-bearing loans and borrowing in the reporting periods.

No changes were made in the objectives, policies or processes for managing capital during the years ended 31 March 2018, 31 March 2017, 31 March 2016, 31 March 2015 and 31 March 2014

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXVII - Other disclosures to Restated Ind AS Summary Statement of Assets and Liabilities, Profits and Losses and Cash Flows

Events after the reporting period

- (i) The board of directors have proposed dividend after the balance sheet date which are subject to approval by the shareholders at the annual general meeting. Refer Annexure XXXIV for details.
- (ii) The Company has terminated the ESOP Scheme 2012, as defined in Annexure XXXII, pursuant to surrender of options by the option holders.
- (iii) The Company has allotted bonus shares in the ratio of 1 (one) equity shares for every 3 (three) equity share held by the equity shareholders of the Company, which has been approved in the extra-ordinary general meeting of the Company held on June 22, 2018.
- (iv) Pursuant to the extra-ordinary general meeting held on June 22, 2018, the Company has increased its authorized equity share capital from INR 100 million consisting of 10,000,000 equity shares of Rs 10/- each to INR 250 million consisting of 25,000,000 equity shares of Rs 10/- each.

Standards issued but not yet effective

The Company has applied the Companies (Indian Accounting Standards), Amendment Rules 2018 which is effective from April 1, 2018, while preparing the restated Ind AS financial statements. Accordingly, the Company has applied the standards and interpretations issued which are not effective to the reporting period presented. Thus, all the Ind AS applicable till date have been applied, and there no standards which are issued but not yet effective. Refer Basis of Preparation in Annexure V for more details.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

The Restated Statement of Assets and Liabilities of the Company as at March 31, 2018, 2017, 2016, 2015 and 2014 and the Restated Statement of Profit and Loss, the Restated Statement of Changes in Equity and the Restated Statement of Cash flows for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 and Restated Other Financial Information (together referred as 'Restated Financial Information') have been prepared by the management for inclusion in the offer document, in connection with its proposed Initial Public Offer to be filed by the Company with the SEBI, Registrar of Companies, Mumbai and the concerned Stock Exchange in accordance with the requirements of:

a) The SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 issued by the Securities and Exchange Board of India ("SEBI") on August 26, 2009, as amended to date in pursuance of provisions of Securities and Exchange Board of India Act, 1992 read along with SEBI circular No. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 2016 (together referred to as the "SEBI regulations"); and

b) Guidance Note on Reports in Company Prospectuses (revised 2016) issued by the Institute of Chartered Accountants of India. For all periods up to and including the year ended March 31, 2018, the Company prepared its audited financial information in accordance with accounting standards notified under section 133 of the Companies Act 2013, read together with paragraph 7 of the Companies (Accounts) Rules, 2014 and Companies (Accounting Standards Amendment) Rules, 2016 (as and when effected) ('Indian GAAP' or 'Previous GAAP').

The Company will prepare and issue its first complete Ind AS financial statements as at and for the year ending March 31, 2019. Until the first complete Ind AS financial statements are issued, the balances in the Restated Financial Information can change if:

(a) there are any new Ind AS standards issued through March 31, 2019 ;

(b) there are any amendments/modifications made to existing Ind AS standards or interpretations thereof through March 31, 2019 effecting the Ind AS balances in these financial statements; and

(c) if the Company makes any changes in the elections and/or exemptions selected on adoption of Ind AS at its transition date of April 1, 2017.

The Company has elected to present all five years Restated Financial Information as per Ind AS/ Proforma Ind AS, instead of Indian GAAP. As explained in Note 2.1 to Annexure V, the Restated Financial Information as at and for the year ended March 31, 2018 are not full set of Ind AS financial statements and has been compiled from the audited financial statements under Indian GAAP as at March 31, 2018 after making the suitable Ind AS adjustments as at transition date April 1, 2017 and the Restated Financial Information for the years ended March 31, 2017, 2016, 2015 and 2014 has been prepared on Proforma basis. For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has followed the same accounting policies and accounting policy choices, including the mandatory exceptions and optional exemptions, as initially adopted on transition date i.e. April 1, 2017. Accordingly, suitable restatement adjustments (both re-measurements and reclassifications) in the accounting heads are made to the Proforma Ind AS financial information as of and for the years ended March 31, 2017, 2016, 2015, and 2014 following accounting policies and accounting policy choices consistent with that used at the date of transition to Ind AS (i.e. April 1, 2017).

Optional exemptions availed and mandatory exceptions applied

Ind AS 101 allows first-time adopters certain exemptions from the retrospective application of certain requirements under Ind AS.

Set out below are the applicable Ind AS 101 optional exemptions and mandatory exceptions applied in the transition from Previous GAAP to Ind AS.

A. Optional exemptions availed

1. Property, plant & equipment and intangible assets

Ind AS 101 permits a first time adopter to elect to continue with the carrying value for all of its property plant and equipment, intangible assets and investment property recognised in the financial statements as at the date of transition to Ind AS, measured as per the previous GAAP and use that deemed cost as at the date of transition after making necessary adjustments.

The Company has elected to measure all of its property, plant and equipment, intangible assets and investment property at their previous GAAP carrying value after making necessary adjustments.

2. Long term foreign currency monetary items

Ind AS 101 includes an optional exemption that allows a first time adopter to continue the accounting treatment as prescribed under para 46/46A of AS 11. The Effects of changes in Foreign Exchange Rates in respect of the long-term foreign currency monetary items recognised in the financial statements for the period ending immediately before the beginning of the first Ind AS financial reporting period.

The Company has adopted this exemption to long term foreign currency monetary items existing before the transition date.

3. Share-based payment transactions exemption

The Company has availed exemption under Ind AS 101 and not recognized the share-based payment transactions as per Ind AS 102 'share based payments' that vested before 1 April 2017. For the purpose of Restated Ind AS Summary Financial information for the year ended March 31, 2017, 2016, 2015 and 2014, the Company has recorded expense on fair value basis for all share based payments vesting during the years and has not recognized the share-based Payment transactions as per Ind AS 102 'share based payments' that vested before 1 April 2013.

4. Leases

Appendix C to Ind AS 17 requires an entity to assess whether a contract or arrangement contains a lease. In accordance with Ind AS 17, this assessment should be carried out at the inception of the contract or arrangement. Ind AS 101 provides an option to make this assessment on the basis of facts and circumstances existing at the date of transition to Ind AS, except where the effect is expected to be not material.

The Company has elected to apply this exemption for such contracts.

B. Mandatory exceptions

1. Estimates

An entity's estimates in accordance with Ind AS at the date of transition to Ind AS shall be consistent with estimates made for the same date in accordance with previous GAAP(after adjustments to reflect any difference in accounting policies), unless there is objective evidence that those estimates were made in error.

The Company's estimates under Ind AS are consistent with the above requirement. Key estimates considered in preparation of the financial statements that were not required under the previous GAAP are listed below:

- Determination of the discounted value for financial instruments carried at amortised cost
 - Impairment of financial assets based on the expected credit loss model.
 - Revenue to be recognised in case of contracts wherein advances are received from the customer prior to commercial sale.
- The estimates used by the Company to present these amounts in accordance with Ind AS reflect conditions at 1 April 2017 and as of 31 March 2018.

2. Derecognition of financial assets and liabilities

As per Ind AS 101, an entity should apply the derecognition requirements in Ind AS 109, Financial Instruments, prospectively for transactions occurring on or after the date of transition to Ind AS. However, an entity may apply the derecognition requirements retrospectively from a date chosen by it if the information needed to apply Ind AS 109 to financial assets and financial liabilities derecognised as a result of past transactions was obtained at the time of initially accounting for those transactions.

The Company has applied the derecognition principles of Ind AS 109 prospectively from the date of transition.

3. Classification and measurement of financial assets

Ind AS 101 requires an entity to assess classification and measurement of financial assets on the basis of the facts and circumstances that exist at the date of transition to Ind AS.

The Company has determined the classification of financial assets based on facts and circumstances that exist on the date of transition.

A.1 - Reconciliation of equity as previously reported under Previous GAAP (I GAAP) to Ind AS as at March 31, 2018 :

	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
(Rupees in million, unless otherwise stated)				
ASSETS				
Non-current assets				
Property, Plant and Equipment	5	1,124.86	38.70	1,163.56
Capital work in Progress	4	123.65	(0.08)	123.57
Intangible assets		173.03	-	173.03
Intangible assets under development		378.56	-	378.56
Financial assets				
Investments		0.03	-	0.03
Loans	2	0.58	(0.06)	0.52
Other financial assets	2	47.33	(7.58)	39.75
Income tax Assets		7.00	-	7.00
Other non-current assets	2	47.14	4.89	52.03
Deferred tax Asset	6	-	30.50	30.50
		1,902.18	66.37	1,968.55
Current assets				
Inventories	5	534.84	0.23	535.07
Financial assets				
Trade receivable		837.31	-	837.31
Cash and cash equivalents		7.18	-	7.18
Other bank balances		16.68	-	16.68
Loans	2	1.61	(0.28)	1.33
Other financial assets		56.16	-	56.16
Other current assets	2	332.07	2.70	334.77
		1,785.85	2.65	1,788.50
TOTAL ASSETS		3,688.03	69.02	3,757.05
EQUITY & LIABILITIES				
Equity				
Equity share capital		78.33	-	78.33
Other equity	4,11	1,744.47	(79.25)	1,665.22
Total equity		1,822.80	(79.25)	1,743.55
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings	2	471.91	(3.01)	468.90
Trade Payables	2	12.68	(2.47)	10.21
Other financial liabilities		18.00	-	18.00
Provisions		22.56	-	22.56
Contract Liabilities	10	-	159.75	159.75
Deferred tax liabilities	6	29.58	(29.58)	-
		554.73	124.69	679.42
Current liabilities				
Financial liabilities				
Borrowings		417.06	-	417.06
Trade and other payables	2	656.92	0.37	657.29
Other financial liabilities		209.68	-	209.68
Other current liabilities	5	8.08	0.79	8.87
Government Grant	5	-	22.42	22.42
Provisions		2.58	-	2.58
Contract Liabilities		9.67	-	9.67
Current tax liabilities (Net)		6.51	-	6.51
		1,310.50	23.58	1,334.08
TOTAL EQUITY & LIABILITIES		3,688.03	69.02	3,757.05

* The previous GAAP figures have been reclassified to conform to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

B.1 Reconciliation of Statement of Profit and Loss as previously reported under Previous GAAP (IGAAP) to Ind AS for the year ended March 31, 2018:

		(Rupees in million, unless otherwise stated)		
	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
Income				
Revenue from operations	5,7,10	3,084.47	7.95	3,092.42
Other income	2	15.65	0.14	15.79
Total Income		3,100.12	8.09	3,108.21
Expenses				
Cost of material consumed	5	1,217.82	(0.01)	1,217.81
Purchase of traded goods		239.25	-	239.25
Decrease/(Increase) in inventories of finished goods, work-in-progress and traded goods	5	(19.68)	3.61	(16.07)
Excise duty on sale of goods	7	-	21.03	21.03
Employee benefits expense	8	537.69	0.61	538.30
Other Expenses	2	654.72	0.52	655.24
Total expenses		2,629.80	25.76	2,655.56
Earnings before interest, tax, depreciation and amortisation (EBITDA)				
Depreciation and amortisation expense	5	118.97	1.37	120.34
Finance cost	2	68.67	2.40	71.07
Restated profit/(loss) before tax		282.68	(21.44)	261.24
Tax expense				
Current Tax		-		
Pertaining to profit for the current year		60.33	-	60.33
Deferred tax expense/ (credit)	6	29.58	14.25	43.83
Total tax expense		89.90	14.25	104.16
Restated Profit/(loss) for the year attributable to equity shareholders		192.77	(35.69)	157.08
Other Comprehensive Income				
Items that will not be reclassified to profit and loss				
(i) Remeasurements of post employment benefit obligation	9	-	0.83	0.83
(ii) Income tax effect	9	-	(0.29)	(0.29)
Total other comprehensive income/(loss) for the year (net of tax)		-	0.54	0.54
Total Comprehensive Income/(Loss) for the year		192.77	(35.15)	157.62

* The previous GAAP figures have been reclassified to conform to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII -First Time Adoption of Ind AS
Reconciliation of Other Equity as on March 31, 2017 and April 1, 2017

(Rupees in million, unless
otherwise stated)

Particulars	Amount (Rs)
Retained Earnings	
Balance as at March 31, 2017	489.16
Add: Transfer from ESOP Reserve	4.89
Balance as at April 1, 2017	494.05
ESOP Reserve	
Balance as at March 31, 2017	4.89
Less: Transfer to Retained Earnings	(4.89)
Balance as at April 1, 2017	-
Securities Premium	
Balance as at March 31, 2017	881.67
Add/(Less)- Adjustments	-
Balance as at April 1, 2017	881.67
General Reserve	
Balance as at March 31, 2017	188.45
Add/(Less)- Adjustments	-
Balance as at April 1, 2017	188.45

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

A.2 - Reconciliation of equity as previously reported under Previous GAAP (I GAAP) to Ind AS as at March 31, 2017 (Proforma):

(Rupees in million, unless otherwise stated)				
Particulars	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
ASSETS				
Non-current assets				
Property, Plant and Equipment	5	915.66	17.17	932.83
Capital work in progress	4	43.66	-	43.66
Intangible assets		82.16	-	82.16
Intangible assets under development		380.58	-	380.58
Financial assets				
Investments		0.03	-	0.03
Loans	2	0.95	(0.12)	0.83
Other financial assets	2	138.07	(0.02)	138.05
Income tax Assets		7.00	-	7.00
Other non-current assets		25.15	-	25.15
Deferred tax Assets	6	-	74.61	74.61
		1,593.26	91.64	1,684.90
Current assets				
Inventories	5	488.21	3.85	492.06
Financial assets				
Trade receivable		471.90	(0.05)	471.85
Cash and cash equivalents		17.10	-	17.10
Other bank balances		2.34	-	2.34
Loans	2	2.50	(0.51)	1.99
Other financial assets	2	33.33	(0.35)	32.98
Other current assets	2	106.60	0.23	106.83
		1,121.98	3.17	1,125.15
TOTAL ASSETS		2,715.24	94.81	2,810.05
EQUITY & LIABILITIES				
Equity				
Equity share capital		78.33	-	78.33
Other equity	4,11	1,608.27	(44.10)	1,564.17
Total equity		1,686.60	(44.10)	1,642.50
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings	2	202.11	(4.09)	198.02
Trade payables	2	18.96	(3.20)	15.76
Other financial liabilities		-	-	-
Provisions		8.87	-	8.87
Contract Liabilities	10	-	138.40	138.40
		229.94	131.11	361.05
Current liabilities				
Financial liabilities				
Borrowings		246.89	-	246.89
Trade payables	2	402.15	(1.01)	401.14
Other financial liabilities		134.21	-	134.21
Other current liabilities		11.80	-	11.80
Government Grant	5	-	8.81	8.81
Contract Liabilities		2.16	-	2.16
Current tax liabilities (Net)		1.49	-	1.49
		798.70	7.80	806.50
TOTAL EQUITY & LIABILITIES		2,715.24	94.81	2,810.05

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

B.2 Reconciliation of Statement of Profit and Loss as previously reported under Previous GAAP (IGAAP) to Ind AS for the year ended March 31, 2017:

(Rupees in million, unless otherwise stated)				
Particulars	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
Income				
Revenue from operations	5,7,10	2,660.57	113.14	2,773.71
Other income	2	30.07	0.41	30.48
Total Income		2,690.64	113.55	2,804.19
Expenses				
Cost of material consumed	5	916.40	4.10	920.50
Purchase of traded goods		364.80	-	364.80
Decrease/(Increase) in inventories of finished goods, work-in-progress and traded goods	5	9.02	(3.60)	5.42
Excise duty on sale of goods	7	-	125.25	125.25
Employee benefits expense	8	438.97	(1.69)	437.28
Other Expenses	2	580.48	(14.82)	565.66
Total expenses		2,309.67	109.24	2,418.91
Earnings before interest, tax, depreciation and amortisation (EBITDA)				
		380.97	4.32	385.28
Depreciation and amortisation expense	5	110.81	0.78	111.59
Finance cost	2	33.01	(0.72)	32.29
Restated profit/(loss) before tax		237.14	4.26	241.40
Tax expense:				
Current Tax				
Pertaining to profit for the current year		50.61	-	50.61
Deferred tax expense/ (credit)	6	-	48.95	48.95
Total tax expense		50.61	48.95	99.56
Restated Profit/(loss) for the year attributable to equity shareholders		186.53	(44.69)	141.84
Other Comprehensive Income				
Items that will not be reclassified to profit and loss				
(i) Remeasurements of post employment benefit obligation	9	-	(2.13)	(2.13)
(ii) Income tax effect	9	-	0.74	0.74
Total other comprehensive income/(loss) for the year (net of tax)		-	(1.39)	(1.39)
Total Comprehensive Income/(Loss) for the year		186.53	(46.08)	140.45

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

A.3 - Reconciliation of equity as previously reported under Previous GAAP (I GAAP) to Ind AS as at March 31, 2016 (Proforma):

(Rupees in million, unless otherwise stated)				
Particulars	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
ASSETS				
Non-current assets				
Property, Plant and Equipment	5	1,088.50	(122.57)	965.93
Capital work in progress		7.08	-	7.08
Investment Property	1	-	135.54	135.54
Intangible assets		72.16	-	72.16
Intangible assets under development		327.56	-	327.56
Financial assets				
Investments		0.03	-	0.03
Loans	2	1.39	(0.19)	1.20
Other financial assets	2	33.61	(0.17)	33.44
Income tax assets		10.66	-	10.66
Other non-current assets	2	9.27	-	9.27
Deferred Tax Asset	6	-	122.83	122.83
		1,550.26	135.44	1,685.70
Current assets				
Inventories		444.88	(0.02)	444.86
Financial assets				
Trade receivable		435.40	(0.06)	435.34
Cash and cash equivalents		38.47	-	38.47
Other bank balances		1.99	-	1.99
Loans	2	1.95	(0.36)	1.59
Other financial assets	2	34.13	(0.49)	33.64
Other current assets	2	68.82	0.39	69.21
		1,025.64	(0.54)	1,025.10
TOTAL ASSETS		2,575.90	134.90	2,710.80
EQUITY & LIABILITIES				
Equity				
Equity share capital		78.33	-	78.33
Other equity	4,11	1,421.75	50.33	1,472.08
Total equity		1,500.08	50.33	1,550.41
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings	2	227.25	(3.39)	223.86
Trade payables		3.27	-	3.27
Provisions		11.85	-	11.85
Contract Liabilities	10	-	135.98	135.98
		242.37	132.59	374.96
Current liabilities				
Financial liabilities				
Borrowings		305.15	-	305.15
Trade payables	2	336.87	(2.48)	334.39
Other financial liabilities		110.84	-	110.84
Other current liabilities				
Government Grant	5	9.60	-	9.60
Provisions	3	-	1.60	1.60
Provisions	3	55.17	(47.14)	8.03
Contract Liabilities		1.77	-	1.77
Current tax liabilities (Net)		14.05	-	14.05
		833.45	(48.02)	785.43
TOTAL EQUITY & LIABILITIES		2,575.90	134.90	2,710.80

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

B.3 Reconciliation of Statement of Profit and Loss as previously reported under Previous GAAP (IGAAP) to Ind AS for the year ended March 31, 2016 (Proforma):

(Rupees in million, unless otherwise stated)				
Particulars	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
Income				
Revenue from operations	5,7,10	2,338.61	67.30	2,405.91
Other income	2	62.83	3.54	66.37
Total Income		2,401.44	70.84	2,472.28
Expenses				
Cost of material consumed	5	786.26	0.40	786.66
Purchase of traded goods		435.82	-	435.82
Decrease/(Increase) in inventories of finished goods, work-in-progress and traded goods	5	(32.42)	-	(32.42)
Excise duty on sale of goods	7	-	122.09	122.09
Employee benefits expense	8	411.61	(0.46)	411.15
Other Expenses	2	440.41	(7.89)	432.52
Total expenses		2,041.68	114.14	2,155.82
Earnings before interest, tax, depreciation and amortisation (EBITDA)				
		359.76	(43.30)	316.46
Depreciation and amortisation expense	5	99.58	0.42	100.00
Finance cost	2	53.98	(2.06)	51.92
Restated profit/(loss) before tax		206.20	(41.66)	164.54
Tax expense:				
Current Tax				
Pertaining to profit for the current year		44.01	-	44.01
Deferred tax expense/ (credit)	6	-	(13.00)	(13.00)
Total tax expense		44.01	(13.00)	31.00
Restated Profit/(loss) for the year attributable to equity shareholders		162.19	(28.66)	133.53
Other Comprehensive Income				
Items that will not be reclassified to profit and loss				
(i) Remeasurements of post employment benefit obligation	9	-	(1.05)	(1.05)
(ii) Income tax effect	9	-	0.36	0.36
Total other comprehensive income/(loss) for the year (net of tax)		-	(0.69)	(0.69)
Total Comprehensive Income/(Loss) for the year		162.19	(29.35)	132.84

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII- First Time Adoption of Ind AS

A.4 - Reconciliation of equity as previously reported under Previous GAAP (I GAAP) to Ind AS as at March 31, 2015 (Proforma):

(Rupees in million, unless otherwise stated)				
Particulars	Footnotes	Previous GAAP	Effect of transition to Ind AS	Ind AS
ASSETS				
Non-current assets				
Property, Plant and Equipment	5	1,060.44	(131.39)	929.05
Capital work in progress		7.98	-	7.98
Investment Property	1	-	137.08	137.08
Intangible assets		9.75	-	9.75
Intangible assets under development		330.79	-	330.79
Financial assets				
Investments		0.03	-	0.03
Loans		0.66	-	0.66
Other financial assets	2	30.24	(1.28)	28.96
Income tax assets		11.57	-	11.57
Other non-current assets	2	13.66	0.13	13.79
Deferred tax Assets	6	-	109.47	109.47
		1,465.12	114.01	1,579.13
Current assets				
Inventories		353.38	(0.03)	353.35
Financial assets				
Trade receivable		251.47	(0.06)	251.41
Cash and cash equivalents		14.70	-	14.70
Other bank balances		21.94	-	21.94
Loans	2	2.31	(0.65)	1.66
Other financial assets	2	24.53	0.09	24.62
Other current assets	2	49.51	1.08	50.59
		717.84	0.43	718.27
TOTAL ASSETS		2,182.96	114.44	2,297.40
EQUITY & LIABILITIES				
Equity				
Equity share capital		78.33	-	78.33
Other equity	4,11	1,306.69	57.05	1,363.74
Total equity		1,385.02	57.05	1,442.07
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings	2	245.18	(1.32)	243.86
Trade payables		9.81	-	9.81
Other financial liabilities		-	-	-
Provisions		8.23	-	8.23
Contract Liabilities	10	-	84.27	84.27
		263.22	82.95	346.17
Current liabilities				
Financial liabilities				
Borrowings		122.59	-	122.59
Trade payables	2	240.33	(1.99)	238.34
Other financial liabilities		127.66	-	127.66
Other current liabilities		15.38	-	15.38
Provisions	3	27.88	(23.57)	4.31
Contract Liabilities		0.88	-	0.88
		534.72	(25.56)	509.16
TOTAL EQUITY & LIABILITIES		2,182.96	114.44	2,297.40

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

B.4 Reconciliation of Statement of Profit and Loss as previously reported under Previous GAAP (IGAAP) to Ind AS for the year ended March 31, 2015 (Proforma):

Particulars	Footnotes	(Rupees in million, unless otherwise stated)		
		Previous GAAP	Effect of transition to Ind AS	Ind AS
Income				
Revenue from operations	5,7,10	1,996.52	78.50	2,075.02
Other income	2	35.32	(19.92)	15.40
Total Income		2,031.84	58.58	2,090.42
Expenses				
Cost of material consumed	5	646.70	0.35	647.05
Purchase of traded goods		386.20	-	386.20
Decrease/(Increase) in inventories of finished goods, work-in-progress and traded goods	5	(26.05)	-	(26.05)
Excise duty on sale of goods	7	-	116.74	116.74
Employee benefits expense	8	370.84	(0.38)	370.46
Other Expenses	2	401.74	0.40	402.14
Total expenses		1,779.43	117.11	1,896.54
Earnings before interest, tax, depreciation and amortisation (EBITDA)		252.41	(58.53)	193.88
Depreciation and amortisation expense	5	98.10	0.35	98.45
Finance cost	2	24.14	(1.32)	22.82
Restated profit/(loss) before tax and exceptional items		130.17	(57.56)	72.61
Exceptional items		27.77	-	27.77
Restated profit/(loss) before tax		102.40	(57.56)	44.84
Tax expense:				
Current Tax				
Pertaining to profit for the current year		21.46	-	21.46
Adjustment of tax pertaining to earlier period		(0.19)	0.19	-
Deferred tax expense/(credit)	6	-	(20.67)	(20.67)
Total tax expense		21.27	(20.47)	0.80
Restated Profit/(loss) for the year attributable to equity shareholders		81.13	(37.08)	44.05
Other Comprehensive Income				
Items that will not be reclassified to profit and loss				
(i) Remeasurements of post employment benefit obligation	9	-	(2.48)	(2.48)
(ii) Income tax effect	9	-	0.84	0.84
Total other comprehensive income/(loss) for the year (net of tax)		-	(1.64)	(1.64)
Total Comprehensive Income/(Loss) for the year		81.13	(38.72)	42.41

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

A.5 - Reconciliation of equity as previously reported under Previous GAAP (I GAAP) to Ind AS as at March 31, 2014 (Proforma):

Particulars	Footnotes	(Rupees in million, unless otherwise stated)		
		Previous GAAP	Effect of transition to Ind AS	Ind AS
ASSETS				
Non-current assets				
Property, Plant and Equipment	5	1,125.27	(132.60)	992.67
Capital work in progress		0.59	-	0.59
Investment Property	1	-	138.62	138.62
Intangible assets		14.33	-	14.33
Intangible assets under development		248.71	-	248.71
Financial assets				
Investments		0.03	-	0.03
Loans	2	7.12	(0.93)	6.19
Other financial assets	2	29.63	(2.36)	27.27
Income tax Assets		8.91	0.19	9.10
Other non-current assets		3.45	1.17	4.62
Deferred Tax Asset	6	-	87.98	87.98
		1,438.04	92.07	1,530.11
Current assets				
Inventories		204.26	(0.02)	204.24
Financial assets				
Trade receivable		231.05	(0.07)	230.98
Cash and cash equivalents		8.31	-	8.31
Other bank balances		1.75	-	1.75
Loans	2	3.50	(0.20)	3.30
Other financial assets	2	14.06	(0.07)	13.99
Other current assets	2	36.00	2.36	38.36
		498.93	2.00	500.93
TOTAL ASSETS		1,936.97	94.07	2,031.04
EQUITY & LIABILITIES				
Equity				
Equity share capital		78.33	-	78.33
Other equity	4,11	1,249.13	73.54	1,322.67
Total equity		1,327.46	73.54	1,401.00
LIABILITIES				
Non-current liabilities				
Financial liabilities				
Borrowings		178.13	-	178.13
Trade payables		8.74	-	8.74
Other financial liabilities		-	-	-
Provisions		5.85	-	5.85
Contract Liabilities	10	-	42.60	42.60
		192.72	42.60	235.32
Current liabilities				
Financial liabilities				
Borrowings		75.47	-	75.47
Trade payables	2	223.96	(23.00)	200.96
Other financial liabilities		95.58	-	95.58
Other current liabilities		6.58	-	6.58
Government Grant	5	-	3.22	3.22
Provisions	3	14.87	(2.29)	12.58
Contract Liabilities		0.17	-	0.17
Current tax liabilities (Net)		0.16	-	0.16
		416.79	(22.07)	394.72
TOTAL EQUITY & LIABILITIES		1,936.97	94.07	2,031.04

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

B.5 Reconciliation of Statement of Profit and Loss as previously reported under Previous GAAP (IGAAP) to Ind AS for the year ended March 31, 2014
(Proforma):

Particulars	Footnotes	(Rupees in million, unless otherwise stated)		
		Previous GAAP	Effect of transition to Ind AS	Ind AS
Income				
Revenue from operations	5,7,10	1,715.19	77.21	1,792.40
Other income	2	5.03	0.85	5.88
Total Income		1,720.22	78.06	1,798.28
Expenses				
Cost of material consumed	5	544.97	0.38	545.35
Purchase of traded goods		313.43	-	313.43
Decrease/(Increase) in inventories of finished goods, work-in-progress and traded goods	5	12.07	-	12.07
Excise duty on sale of goods	7	-	105.75	105.75
Employee benefits expense	8	340.06	(0.69)	339.37
Other Expenses	2	350.44	(3.94)	346.50
Total expenses		1,560.97	101.50	1,662.47
Earnings before interest, tax, depreciation and amortisation (EBITDA)		159.25	(23.44)	135.81
Depreciation and amortisation expense	5	107.72	0.23	107.95
Finance cost	2	28.91	-	28.91
Prior Period Item		6.61	(6.61)	-
Restated profit/(loss) before tax		16.01	(17.06)	(1.05)
Tax expense:				
Current Tax				
Pertaining to profit for the current year		4.74	-	4.74
Adjustment of tax pertaining to earlier period		0.86	(0.86)	-
Deferred tax expense/ (credit)	6	-	(34.27)	(34.27)
Total tax expense		5.60	(35.13)	(29.53)
Restated Profit/(loss) for the year attributable to equity shareholders		10.41	18.07	28.48
Other Comprehensive Income				
Items that will not be reclassified to profit and loss				
(i) Remeasurements of post employment benefit obligation	9	-	(3.12)	(3.12)
(ii) Income tax effect	9	-	1.06	1.06
Total other comprehensive income/(loss) for the year (net of tax)		-	(2.06)	(2.06)
Total Comprehensive Income/(Loss) for the year		10.41	16.01	26.42

* The previous GAAP figures have been reclassified to confirm to Ind AS presentation requirements for the purposes of this note

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)

Annexure XXXXVIII -First Time Adoption of Ind AS

Reconciliation of Total Equity from IGAAP to Ind AS as on April 1, 2013

(Rupees in million, unless otherwise stated)

	Equity Share Capital	Other Equity
Total equity (shareholder's fund) as per previous GAAP	78.33	1,241.00
Adjustments :-		
Impact of fair valuation of rental deposits	-	(0.08)
Reversal of liability for expenses recorded in the earlier year	-	15.98
Income tax related to earlier years	-	(0.67)
Adjustment of Prior Period Items	-	(6.61)
Adjustment of Proposed Dividend (net of DDT)	-	18.33
Fair valuation of employee stock option plan	-	(0.54)
Deferral of Revenue	-	(10.83)
Recognition of Deferred Tax Asset/Impact of Deferred tax on Ind AS adjustments	-	52.62
Total Adjustments	-	68.20
Total equity (shareholder's fund) as per Ind AS	78.33	1,309.20

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

Notes to reconciliation of equity as at March 31, 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014 and profit or loss for the period / year ended March 2018, March 31, 2017, March 31, 2016, March 31, 2015 and March 31, 2014

Note 1: Investment Property

Under Ind AS, Investment Properties are required to be separately presented on the face of the Balance Sheet. There is no impact on the total equity or profit as a result of this adjustment.

Note 2: Fair valuation of Financial Assets/Liabilities

Under Ind AS, all financial assets are required to be measured at fair value on initial recognition. Accordingly, the Company has fair valued loans to employees and security deposits, and the difference between the fair value and transaction value as on the transition date has been recognised in Retained Earnings, and the remaining amount has been shown Prepaid Employee Cost and Prepaid Lease respectively. Subsequently, these prepaid expenses are recognised in statement of profit & loss in systematic manner over the period of the loan. The Company has also fair valued one of the trade payables, having extended credit terms, at fair value and recognised the difference in profit or loss along with the related expense. The trade payable is subsequently measured at amortised cost and interest cost is recognised in profit or loss.

Under Ind AS, financial liabilities other than designated at fair value through statement of profit and loss should be accounted at amortised cost using Effective Interest Rate (EIR) method. Effective interest rate is the rate that discounts estimated future cash payments or receipts through the expected life of the financial asset or financial liability to the gross carrying amount of a financial asset or to the amortized cost of a financial liability. For borrowings measured at amortised cost, transaction costs are reduced from the initial measurement.

Note 3: Proposed Dividend

Under Indian GAAP, proposed dividends including Dividend Distribution Tax (DDT) are recognised as a liability in the period to which they relate, irrespective of when they are declared till March 2016. From financial year ending on March 2017, dividend declared after the balance sheet is not considered as an adjusting event. Under Ind AS, a proposed dividend is recognised as a liability in the period in which it is declared by the company (usually when approved by shareholders in a general meeting) or paid. Therefore, proposed dividend for the period ended March 31, 2016, March 31, 2015, March 31, 2014 and March 31, 2013 has been derecognised against retained earnings and recognised in the year in which they are declared.

Note 4 : Foreign Currency Advance Considerations

Under Ind AS, the foreign currency exchange loss/ (gain) on the payment or receipt of advances considerations are not recognised. Therefore, foreign currency exchange loss/ (gain) relating to advance considerations is derecognised with corresponding adjustment to related non-monetary item of asset, income or expense. Since the Company has applied deemed cost exemption of previous GAAP carrying value for property, plant and equipment, the related impact has been recognised in retained earnings.

Note 5: Government Grant

Under previous GAAP, grant received from government for acquisition of capital assets was reduced from the cost of specific capital assets acquired. However, under Ind AS, government grant is recognised initially as deferred income at fair value and subsequently, recognised in profit or loss on a systematic basis. Accordingly, the Company has recognized deferred income with an increase in the value of property, plant and equipment. Consequent to this change, the Company has recognised additional depreciation expense and export incentives.

Note 6: Deferred tax

Indian GAAP required deferred tax accounting using the income statement approach, which focused on differences between taxable profits and accounting profits for the period. Ind AS 12 requires entities to account for deferred taxes using the balance sheet approach, which focuses on temporary differences between the carrying amount of an asset or liability in the balance sheet and its tax base. Under previous GAAP, deferred tax assets on carried forward losses are recognised if there is virtual certainty about future taxable profits. Under Ind AS, the deferred tax on unused tax losses can be recognised if it is probable that future taxable profit will be available. Therefore, the company has recognised deferred tax asset on the unused tax losses based on the management estimate of the probability of future taxable profit. Deferred tax has also been created on the Ind AS adjustments that lead to temporary differences.

Note 7: Excise Duty

Under Indian GAAP, sale of goods was presented as net of excise duty. However, under Ind AS, sale of goods includes excise duty. Excise duty on sale of goods is separately presented on the face of statement of profit and loss.

Note 8: Defined benefit liabilities

Under Ind AS, re-measurements i.e. actuarial gains and losses excluding amounts included in the net interest expense on the net defined benefit liability are recognised in other comprehensive income instead of profit or loss. Under the Previous GAAP, these re-measurements were forming part of the profit or loss for the year.

Note 9: Other comprehensive income

Under Indian GAAP, the Company has not presented other comprehensive income (OCI) separately. Hence, it has reconciled Indian GAAP profit or loss to profit or profit or loss as per Ind AS. Further, Indian GAAP profit or loss is reconciled to total comprehensive income as per Ind AS.

Note 10: Revenue from Contract with Customers

Under Indian GAAP, the revenue from milestone payments are recognised as and when the milestones are achieved and the revenue from product sale is recognised on delivery. As per Ind AS 115 , revenue from product development contracts has one performance obligation of providing marketing rights along with production. The revenue from such contracts are recognised point in time when the goods are delivered to the customer over the contracted production period. Accordingly, the milestone revenue is recognised on delivery of the goods produced under Ind AS.

Note 11: Employee Stock Reserve

Under Indian GAAP, the company was using intrinsic value method for ESOP scheme for recognising expense. As the intrinsic value of the option was Nil, there was no expense recognised in the statement of Profit & Loss. Ind AS requires the fair value of share options to be determined using an appropriate pricing model recognised over the vesting period. Accordingly, the company has recognised employee stock compensation expense in the Statement of Profit & Loss.

Inventia Healthcare Limited (formerly known as Inventia Healthcare Private Limited)
Annexure XXXXVIII - First Time Adoption of Ind AS

Note 12 : Impact of cash flows

The transition from Indian GAAP to Ind AS has not had a material impact on the statement of cash flows.

Note:

The above statement should be read with the Notes to Restated Ind AS Summary Statement of Accounting Policies - Annexure V

As per our report of even date attached

For S R B C & CO LLP

Chartered Accountants

ICAI Firm registration number: 324982E/E300003

For and on behalf of the Board of directors of Inventia Healthcare Limited

per Anil Jobanputra

Partner

Membership no.: 110759

Place of Signature: Mumbai

Date : 14 September 2018

Mr. Janak R Shah

Managing Director

DIN :- 00019819

Mrs. Maya J Shah

Whole Time Director

DIN :- 00019904

Mr. Hemendra R Shah

Chief Financial Officer

Mrs. Rupa D Desai

Company Secretary

Place of Signature: Mumbai

Date : 14 September 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with our Restated Financial Statements included in "Financial Statements" on page 162, including the schedules, annexures and notes thereto and the reports thereon, included in the section "Financial Information" beginning on page 162.

Some of the information in the following discussion, including information with respect to our plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read the section "Forward-Looking Statements" beginning on page 15 for a discussion of the risks and uncertainties related to those statements and also the section "Risk Factors" on page 17 for a discussion of certain factors that may affect our business, financial condition or results of operations. Our actual results may differ materially from those expressed in or implied by these forward-looking statements. Our fiscal year ends on March 31 of each year, and references to a particular Fiscal are to the twelve-month period ended March 31 of that year.

Unless otherwise indicated, industry and market data used in this section has been obtained or derived from publicly available information as well as industry publications and other sources.

OVERVIEW OF OUR BUSINESS

We are a pharmaceutical development and manufacturing company headquartered in Mumbai with over 30 years of operations. Our focus is on development of value added oral solid dosage formulations ("OSDF"). Over the years, we have developed capabilities in offering end to end solutions in the product development process, right from research and development all the way to final manufacturing and packaging. We believe that value added OSDF market has a high barrier to entry as these products are generally difficult to develop and require special know-how from the development and manufacturing perspective compared to conventional generic products. The global value added OSDF market was valued at \$ 81.7 billion in 2017 and is expected to grow at a CAGR of 5% between 2018-2022 to reach \$ 103.9 billion by 2022. (Source: F&S Report)

We develop and manufacture our products in-house. Once a product is developed, we partner with mid-sized and large pharmaceutical companies and distributors which have a local or multi-national presence to sell our products across various jurisdictions. Unlike contract research and contract manufacturing companies, for most of our products, the proprietary technology and manufacturing rights remain with our Company and these products are sold on a non-exclusive basis under the partner's brand name. Based on our arrangement with the partner, we mostly sell products to our partners at a fixed transfer price or we receive a share of profits from the sales. The key therapeutic areas which we cater to are anti-diabetic, gastrointestinal, CVC, CNS and musculoskeletal segments.

In order to de-risk our business and to reduce our dependence on any particular region, we cater to various markets as follows:

- **Domestic Market:** In India, we largely sell finished products such as capsules and tablets to our partners on a non-exclusive basis. Our revenues from our domestic market business for Fiscal 2018, 2017 and 2016 was ₹ 934.04 million, ₹ 1,190.05 million and ₹ 1,293.85 million, respectively.
- **Export Market:** We export semi-finished products such as pellets and granules as well finished products such as capsules and tablets. Our semi-finished products are directly sold to our partners who are engaged in manufacturing, whereas our finished products are registered largely by us in the respective country and then marketed and distributed by our partners. Our revenues from our export market business for Fiscal 2018, 2017 and 2016 was ₹ 2,014.29 million, ₹ 1,511.05 million and ₹ 1,048.26 million, respectively.

The break-up of our revenues from our export markets between regions during the last three Fiscals is set out below:

(in ₹ million)

Regions	Fiscal 2018	Fiscal 2017	Fiscal 2016
Latin America	795.61	648.22	377.06
South East Asia	419.90	336.70	289.27
SAARC (excluding India)	372.67	318.49	215.50
North America	356.94	153.14	115.67
Middle East and Africa	55.72	45.58	44.81

Regions	Fiscal 2018	Fiscal 2017	Fiscal 2016
CIS	13.46	8.93	5.96
Total	2,014.29	1,511.05	1,048.26

Our focus in the export markets has primarily been in emerging markets. The countries we cater to in specific regions are:

- **SAARC (excluding India):** Bangladesh, Pakistan and Sri Lanka;
- **North America:** United States;
- **Latin America:** Brazil, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Ecuador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Peru, Trinidad and Tobago and Venezuela;
- **Middle East and Africa:** Cameroon, Congo, Ghana, Jordan, Kenya, Lebanon, Nigeria, Senegal, Togo, UAE and Uganda;
- **Europe:** Portugal and United Kingdom;
- **South East Asia:** Brunei, Cambodia, Malaysia, Myanmar, Philippines, South Korea and Vietnam;
- **CIS:** Kazakhstan, Ukraine and Uzbekistan.

During the years 2018-2022, within the global pharmaceutical market, pharmerging regions are expected to show double-digit growth in the range of 10-15%, whereas developed markets cannot match the pace and would be in the range of 4-8%. Our focus is on high-growth emerging markets. The value added OSDF market in emerging regions like SAARC, India, CIS and LATAM is expected to grow strongly at a rate of 16.7%, 12.9%, 11.9% and 10.6%, respectively between 2018 and 2022. US is expected to match the pace with the value added OSDF market and grow at a CAGR of 4.8% for the next five years. APAC, MENA and ROE are expected to show rates of 5.8%, 3.1% and 2.3%, respectively. (Source: F&S Report)

We believe that R&D is critical to our growth. Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively. The R&D expenditure incurred by our Company constituted 11.22 %, 9.31%, 10.21%, 8.52% and 8.60% of our revenue from operations for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 respectively and as a part of our strategy, we intend to continue investing significantly in our R&D initiatives. For further details see “Summary Financial Information – Summary of expenditure directly related to research and development” on page 56. Our R&D centre situated at Thane is accredited by Department of Scientific and Industrial Research Technology, the Ministry of Science and Technology of the Government of India and employs 159 employees and 98 scientists as of June 30, 2018. Our R&D activities include research on new products and drug delivery platforms such as controlled drug delivery, multiple-unit pellets system, multi-layer tablet technology and gastro-retentive drug delivery. As a result of our R&D efforts, as on the date of Draft Red Herring Prospectus, we have filed 209 dossiers and our product portfolio comprises of 230 commercialised products in various jurisdictions.

As on the date of this Draft Red Herring Prospectus, we have been awarded 12 patents for various formulations in India, four patents in the United States, three patents in Europe and one patent in South Korea. Our Company has applied for six patents worldwide.

We have a modern accredited manufacturing facility at Ambarnath which is located close to our R&D facility. Our manufacturing facility is spread across approximately 20,000 square meters and is strategically located close to an airport and a port.

Our manufacturing facility has been approved by prominent regulatory agencies including (i) US Food and Drug Administration; (ii) Ministry of Health and Prevention, UAE; (iii) Medicines and Healthcare Products Regulatory Agency, UK; (iv) Korea Food and Drug Administration; (v) Ministry of Health, Republic of Kenya; (vi) Jordan Food and Drug Administration; (vii) Drug Administration and Control Authority of Ethiopia; (viii) State Service Of Ukraine on Medicines and Drugs Control; and (ix) Colombia National Food and Drug Surveillance Institute (INVIMA).

For the years ended March 31, 2018, 2017 and 2016, our revenue from operations was ₹ 3,092.42 million, ₹ 2,773.71 million and ₹ 2,405.91 million, respectively. Our total comprehensive income/ (loss) for the year was ₹ 157.62 million, ₹ 140.45 million and ₹ 132.84 million, respectively, for the years ended March 31, 2018, 2017 and 2016. Our EBITDA has grown at a CAGR of 12.67% from ₹ 316.46 million to ₹ 452.65 million between

Fiscal 2016 to Fiscal 2018. For further details, see *"Summary Financial Information - Reconciliation of Restated EBITDA to restated Profit attributable to equity shareholders for the period"* on page 58.

Key factors affecting our results of operations

Our financial condition and results of operations are affected by numerous factors and uncertainties, including those discussed in the section *"Risk Factors"* on page 17. The following is a discussion of certain key factors that have had, and we expect will continue to have, a significant effect on our financial condition and results of operations:

Our production is dependent upon orders from our partners

We develop our products in-house based on study of market trends both from a commercial and regulatory perspective and upon interactions with our partners. The products are then manufactured and sold to our partners. Based on our arrangement with the partner, we sell products to our partners at a fixed transfer price or we receive a share of profits from the partner's sale of the product. As a result, at times, the quantity of the products which we manufacture are dependent upon the demand from our partners for our products. Further, we also derive a significant portion of our revenue from a limited number of partners. For Fiscals 2018, 2017 and 2016, our top five partners cumulatively accounted for 50.96%, 32.22% and 24.21%, respectively of our total revenue. If we are unable to find a suitable partner or a suitable selling price, it will have an impact on our margins and, as a result, our results of operations. The profit margin for each type of products manufactured by us varies. Further, our production lines will continue to be readjusted according to partner's orders and we are committed to maximise our revenues and profits by optimising our current product portfolio. A change in product portfolio or change in the demand of certain products from our partners may decrease the operating margins of our Company, which could have a material adverse effect on our business, financial condition and results of operations.

Foreign currency fluctuation

We derive a significant portion of our revenues from export markets and in Fiscal 2018, our products were sold in 28 countries. Our products are priced in rupees for our Indian sales and in US Dollars for a majority of our international sales and in the local currency of certain other jurisdictions where we sell our products. For instance, our revenues from exports for Fiscal 2018, 2017 and 2016 constituted 65.93%, 54.70% and 43.59% , respectively, of our revenue from operations. A substantial portion of our costs, including raw materials, packaging materials, labour, transportation costs and capital expenditures are incurred in Rupees since our manufacturing and research facility is in India. As a consequence, and because our results are prepared in Indian Rupees, we are exposed to currency rate fluctuations between the Rupee and these foreign currencies. A devaluation of any of the currencies in which we derive sales revenues against the Rupee may result in a reduction of our margins and, as a result, our results of operations. Further, we are exposed to risks that arise due to any movements in exchange rates in the period between when a purchase order is placed by a customer on us to the time settlement is done of the Indian Rupee equivalent of the relevant foreign currency amount. Currently, we do not enter into any hedging transactions to hedge foreign exchange fluctuation risks and we may not adequately hedge against any losses we incur due to such fluctuations in the future.

Regulatory restrictions on pricing our products

The prices of our products are determined largely by market forces and vary from country to country. However, in certain jurisdictions, regulatory authorities may impose pricing controls on pharmaceutical products that could apply to our products as well. For example, in India, under the Drugs Prices Control Order ("**DPCO**"), the Indian Government has the authority to designate a pharmaceutical product as a "specific product" and to fix the maximum selling price. The pricing of some of our products is subject to price controls. Due to rising healthcare costs, there have been, and may continue to be, proposals by legislators and regulators to keep these costs down in the jurisdictions in which we operate. If our ability to freely set prices for our products is restricted by government regulation, healthcare legislation and/or pressure from third parties, it could have an adverse effect on our business and results of operations. Also, these destination countries and markets for our products may impose varying duties and other levies on our products, which may affect our ability to compete with local manufacturers and other competitors with more widespread operations that may enable them to coordinate delivery and supplies from strategically located production facilities in a more cost competitive manner. There can be no assurance that the duties or other levies imposed on our products by such destination countries will not change or increase, or that such change or increase will not adversely affect our business and results of operations.

Cost of raw materials

Our expenditure on materials consumed constitutes the most significant component of our operating expenses. In Fiscals 2018, 2017 and 2016, cost of material consumed constituted 45.86%, 38.05% and 36.49%, respectively, of our total expenses, and 39.18%, 32.83% and 31.82% of our total income for such periods. Our ability to increase our cost competitiveness is dependent on the efficient management of our production costs. Since we do not maintain long-term inventories of raw materials and components, we may also be exposed to price risks which we may not be able to control. Additionally, the raw materials essential to our manufacturing business are purchased from both suppliers in India and outside India. Any significant changes in GST levied on raw materials could have an effect on our financial condition and results of operations.

Further any shortage of raw materials could result in reduced production or delays in production, which may restrict our capacity to fulfil large orders at short notice or prevent us from making scheduled shipments to our partners. Our ability to pass on increases in the cost of raw materials and other inputs may be limited in the case of contracts with limited or no price escalation provisions and the availability of key raw materials at competitive prices is critical and price fluctuations may affect our margins and, as a result, our results of operations. We generally do not have long-term contracts with any of our suppliers and we source raw materials from multiple suppliers on purchase order basis. If the cost of procuring the necessary raw materials increases in the future our financial condition and results of operations may be affected.

Production costs and quality of our manufacturing facility

We operate from Ambernath Facility, which, as on March 31, 2018, had an installed capacity of 2,064 MT for granules, 2,712 million units for tablets, 432 MT for Pellets, 1,905 million units for capsules. To maximize our profits, we must maintain adequate capacity utilization at our manufacturing facility and an appropriate standard of quality in our manufacturing facility's equipment and machinery. We are also affected by changes due to technological developments in relation to the equipment or machinery we utilize at our Ambernath Facility. Attaining and maintaining an adequate level of capacity utilization and quality requires considerable expense and planning. Additionally, since we are dependent on a single manufacturing facility, any disruptions due to natural or man-made disasters, workforce disruptions, regulatory approval delays, fire, failure of machinery, or any significant social, political or economic disturbances would significantly impact our ability to manufacture our products.

Drug innovation is typically capital intensive and time-consuming. A significant amount of time is spent before commercialisation a product which varies depending on the product complexity and the regulatory body approving the product. Further our Ambernath Facility is certified with various international agencies and regulatory bodies. Each of these agencies and regulatory bodies requires us to comply with laws and regulations governing the development, testing, manufacturing, labelling, marketing and distribution of our products and we are required to maintain various approvals, licenses, registration and permissions for our business activities. If we experience delays in obtaining such approvals or are unable to obtain such approvals, the growth of our product offerings and approved manufacturing capacities may be delayed or prevented, which would affect our results of operations. In the U.S., Europe and many of the international markets in which we sell our products, the approval process for a new product is complex, time consuming and expensive. Our business, prospects, results of operations and financial condition could be adversely affected if we fail to obtain or comply with applicable conditions that may be attached to, our approvals, licenses, registrations and permissions. We continue to file for approvals for our new products with various other government and regulatory agencies. Any delay in the grant of approvals for new products, or any withdrawal of approval for existing products would adversely affect our results of operations.

Research and development

Our business depends to a significant degree on our ability to successfully conduct research and development with respect to our products. Product Development process is both time consuming and capital intensive and involves a high degree of business risk. Further, product development requires significant time investment before a product is commercialised.

To develop our product pipeline, we commit substantial time, funds and other resources. Our revenue expenditure directly related to research and development was ₹ 231.78 million, ₹ 226.42 million, ₹ 172.10 million, ₹ 169.66 million and ₹ 151.75 million and our capital expenditure directly related to research and development was ₹ 116.98 million, ₹ 34.58 million, ₹ 80.39 million, ₹ 8.37 million and ₹ 2.87 million for the years ended March 31,

2018, 2017, 2016, 2015 and 2014 respectively. For further details see “*Summary Financial Information – Summary of expenditure directly related to research and development*” on page 56.

In addition, our research staff is critical to the success of our research and development efforts. We also intend to foray in the high growth injectables and nutraceuticals business. During the development period of such new products, we will incur costs for raw material related to the development of the product and bio-equivalence studies. We also incur some cost in familiarizing the partners with new products and in educating them on their uses and benefits and provide samples of our new products to the partners. The R&D costs could adversely affect our operating results for a particular period leading to shortfall in resulting revenue. Our investment in research and development for future products could result in higher costs without a proportionate increase in revenues.

SIGNIFICANT ACCOUNTING POLICIES

1. Basis of preparation and significant accounting policies

1.1. Basis of preparation

The restated Ind AS statement of assets and liabilities of the Company as at March 31, 2018, 2017, 2016, 2015 and 2014 and the restated Ind AS statement of profit and loss, the restated Ind AS statement of changes in equity and the restated Ind AS statement of cash flows for the years ended March 31, 2018, 2017, 2016, 2015 and 2014 and restated other financial information (together referred as “**Restated Financial Statements**”) have been prepared by the management for inclusion in the offer document, in connection with its proposed Offer,, to be filed by the Company with the Securities Exchange Board of India, Registrar of Companies, Mumbai and the concerned Stock Exchange in accordance with the requirements of:

- (a) Sub-section (1) of section 26 of Part I of Chapter III of the Companies Act, 2013 (the “**Act**”);
- (b) The SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 issued by the Securities and Exchange Board of India (“**SEBI**”) on August 26, 2009, as amended to date in pursuance of provisions of Securities and Exchange Board of India Act, 1992 read along with SEBI circular No. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 2016 (together referred to as the “**SEBI Regulations**”); and
- (c) Guidance Note on Reports in Company Prospectuses (revised 2016) issued by the Institute of Chartered Accountants of India

For all periods up to and including the year ended March 31, 2018, the Company prepared its audited financial information in accordance with accounting standards notified under section 133 of the Companies Act, 2013, read together with paragraph 7 of the Companies (Accounts) Rules, 2014 and Companies (Accounting Standards Amendment) Rules, 2016 (as and when effected) (‘Indian GAAP’ or ‘Previous GAAP’).

The Company has elected to present all five years Restated Financial Information as per Ind AS/ Proforma Ind AS, instead of Indian GAAP. The following approach has been used by the Company for preparing and presenting the Restated Financial Information:

D) The Restated Financial Information as at and for the year ended March 31, 2018

The Company has prepared its financial statements till March 31, 2018 in accordance with the requirements of Indian GAAP. From the accounting year ending March 31, 2019, the Company will prepare its first annual set of financial statements in accordance with Indian Accounting Standards (Ind-AS) and hence the date of transition to Ind AS is April 1, 2017. Accordingly, the Restated Financial Information as at and for the year ended March 31, 2018 are not full set of Ind AS financial statements and has been compiled from the audited financial statements under Indian GAAP as at March 31, 2018 after making the following adjustments:

- A. GAAP adjustments between Indian GAAP and the recognition and measurement principles of Ind AS prescribed under section 133 of the Companies Act, 2013 read with rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 (as amended), applicable for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Information by the Board of Directors of the Company, as detailed in Annexure XXXXVIII.

- B. The exceptions applied and exemptions elected by the Company, in respect of accounting policy choices availed as per Ind AS 101 as initially adopted on transition date i.e. April 1, 2017, which have been detailed in Annexure XXXXVIII on First Time Adoption of Ind AS. The impact thereof has been accounted for in the opening equity as at April 1, 2017.
- C. The restatement adjustments (both re-measurements and reclassifications) in the accounting heads made to follow accounting policies and accounting policy choices as stated above and more fully described in Annexure VI A – Statement of Restatement Adjustments, Annexure VI C – Material Regroupings.

Until the first complete Ind AS financial statements are issued, the balances in the Restated Financial Information can change if:

- (i) there are any new Ind AS standards issued through March 31, 2019;
- (ii) there are any amendments/modifications made to existing Ind AS standards or interpretations thereof through March 31, 2019 effecting the Ind AS balances in these financial statements; and
- (iii) if the Company makes any changes in the elections and/or exemptions selected on adoption of Ind AS at its transition date of April 1, 2017

Whilst the Restated Financial Information as at and for the year ended March 31, 2018 are in compliance with recognition and measurement principles as laid down in Ind AS which may become applicable to the Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of these Restated Financial Information by the Board of Directors of the Company, these balances which will be comparative balances in the final Ind AS financial statements when prepared for the year ended March 31, 2019 are subject to adjustments if any of the aforesaid events specified above occur.

II) The Restated Financial Information as at and for the years ended March 31, 2017, 2016, 2015 and 2014

The Restated Financial Information as at and for the years ended March 31, 2017, 2016, 2015 and 2014 has been compiled by the Company from the then audited financial statements prepared under the Indian GAAP. The Restated Financial Information for the years ended March 31, 2017, 2016, 2015 and 2014 has been prepared on Proforma basis (i.e. “Proforma Ind AS financial information”) in accordance with requirements of SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 31, 2016 (“SEBI Circular”) and Guidance note on reports in company prospectuses issued by Institute of Chartered Accountants of India (ICAI) For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has followed the same accounting policies and accounting policy choices, including the mandatory exceptions and optional exemptions, as initially adopted on transition date i.e. April 1, 2017 which are subject to changes, if any, as stated in para I above. Accordingly, suitable restatement adjustments (both re-measurements and reclassifications) in the accounting heads are made to the Proforma Ind AS financial information as of and for the years ended March 31, 2017, 2016, 2015, and 2014 following accounting policies and accounting policy choices consistent with that used at the date of transition to Ind AS (i.e. April 1, 2017) which are subject to changes, if any, as stated in para I above.

Further, the equity balance computed under Proforma Ind AS financial statements as at March 31, 2017 and equity balance computed in opening Ind AS Balance sheet as at transition date (i.e. April 1, 2017), differs due to restatement adjustments made as at April 1, 2016, 2015, 2014 and 2013. Accordingly, as specified in the Guidance Note, the closing equity balance as at March 31, 2017 of the Proforma Ind AS financial statements has not been carried forward to opening Ind AS Balance sheet as at transition date already adopted for reporting under Companies Act, 2013. The reconciliation of the two is provided in Annexure XXXXVIII

In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standard and SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/47 dated March 2016, the Company has presented a reconciliation

from the presentation of Restated Financial Information under Accounting Standards notified under the Companies (Accounting Standards) Rules, 2006 (Previous GAAP) to Ind AS of Restated Shareholders' equity as at March 31, 2018, 2017, 2016, 2015 and 2014 and of the Restated Summary Statement of Profit and Loss for the year ended March 31, 2018, 2017, 2016, 2015 and 2014.

These Restated Financial Statements have been prepared using presentation and disclosure requirements of the Schedule III of Companies Act, 2013, requirements of Ind AS 1 and other applicable Ind AS principles.

The Restated Financial Information is presented in Indian Rupees (INR) and all values are rounded to the nearest millions, except where otherwise indicated.

The Restated Financial Information has been reviewed by the Audit Committee and approved by the Board of Directors of the Company on September 14, 2018

1.2 Significant accounting, judgments, estimates and assumptions

The preparation of financial statements in conformity with Ind AS requires the management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the accompanying disclosures, and the disclosure of contingent liabilities, at the end of the reporting period. The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Company based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising that are beyond the control of the Company. Such changes are reflected in the assumptions when they occur. The areas involving critical estimates or judgments are:

(a) Estimation of defined benefit obligation

The cost of the defined benefit gratuity plan and the present value of the gratuity obligation are determined using actuarial valuations. An actuarial valuation involves making various assumptions that may differ from actual developments in the future. These include the determination of the discount rate, future salary increases and mortality rates. All assumptions are reviewed at each reporting date.

The parameter most subject to change is the discount rate. In determining the appropriate discount rate for plans operated in India, the management considers the interest rates of government bonds in currencies consistent with the currencies of the post-employment benefit obligation. Future salary increases are based on expected future inflation rates. The mortality rate is based on publicly available mortality tables for the country. Those mortality tables tend to change only at interval in response to demographic changes.

(b) Fair Value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the discounted cash flow model. 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.

(c) Estimation of useful life of property, plant and equipment and intangible asset

Property, plant and equipment and intangible assets represent a significant proportion of the asset base of the Company. The charge in respect of periodic depreciation is derived after determining an estimate of an asset's expected useful life and the expected residual value at the end of its life. The useful lives and residual values of assets are determined by management at the time the asset is acquired and reviewed periodically, including at each financial year end. The lives are based on historical experience with similar assets.

(d) Share based payment

The Company initially measures the cost of equity-settled transactions with employees using Black Scholes model to determine the fair value of the liability incurred. Estimating fair value for share-based payment transactions requires determination of the most appropriate valuation model, which is dependent on the terms and conditions of the grant. This estimate also requires determination of the most appropriate inputs to the valuation model including the expected life of the share option, volatility and dividend yield and making assumptions about them.

(e) Revenue recognition

The company recognises revenue on the satisfaction of the performance obligations in its contracts with customers. All the contracts contain a single performance obligation, i.e., sale of the manufactured goods which is satisfied point in time when the control in the goods is passed on to the customer. Management believes that the control in the goods is transferred when the goods are dispatched to the customer in case of domestic sales, in case of exports, the Company follows the incoterms to determine transfer of control.

Certain contracts contain variable consideration in the form of profit share which is receivable from the customers in the future periods. The amount of profit share is highly variable and cannot be estimated reliably due to the dynamic nature of the markets in which the products are sold, hence, the variable consideration is constrained and not included in the transaction price. Advances received from the customer in certain contracts is recognised as revenue based on the estimated sales projections.

(f) Intangible Assets under Development

The Company capitalises intangible asset under development for a project in accordance with the accounting policy. Initial capitalisation of costs is based on management's judgement that technological and economic feasibility is confirmed, usually when a product development project has reached a defined milestone according to an established project management model.

(g) Taxes

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 together with future tax planning strategies.

1.3 Summary of significant accounting policies

(a) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification. An asset is treated as current when it is:

- Expected to be realized or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realized in normal operating cycle or within twelve months after the reporting period or
- Cash or cash equivalents unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in normal operating cycle or due to be settled within twelve months after the reporting period
- It is held primarily for the purpose of trading
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

The Company classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

The operating cycle is the time between the acquisition of assets for processing and their realization in cash and cash equivalents. The Company has identified period of twelve months as its operating cycle.

(b) Property, Plant and Equipment

Property, Plant & Equipment are stated at cost, net of accumulated depreciation and accumulated impairment losses, if any. The cost comprises purchase price, borrowing costs if capitalisation criteria are met and directly attributable cost of bringing the asset to its working condition for the intended use. Any trade discounts and rebates are deducted in arriving at the purchase price.

Subsequent expenditure related to an item of Property, Plant & Equipment is included in asset's carrying amount or recognised as a separate asset, as appropriate only when it is probable that future economic benefits associated with the item will flow to the company and cost of the item can be measured reliably. When significant parts of plant and equipment are required to be replaced at intervals, the company depreciates them separately based on their specific useful lives. Likewise, when a major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognised in profit or loss as incurred.

Gains or losses arising from derecognition of Property, Plant & Equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

The Company identifies and determines cost of each component/ part of the asset separately, if the component/ part has a cost which is significant to the total cost of the asset and has useful life that is materially different from that of the remaining asset.

Capital work in progress is stated at cost net of accumulated impairment losses, if any. Capital work-in-progress comprises of expenditure incurred for construction of building.

(c) Depreciation on Property, Plant & Equipment

Leasehold land is amortised on a straight line basis over the period of lease i.e. 92-95 years.

All the components are depreciated over the useful lives of the principal assets. Depreciation on fixed assets is calculated on a straight-line basis using the rates arrived at based on the useful lives estimated by the management. The Company has used the following rates to provide depreciation on its fixed assets.

Particulars	Useful Life in years (up to March 31, 2014)	Useful Life in years (from 2014-15 onwards)
Factory buildings	30	30
Corporate buildings	61	60
Plant and Machinery	14 to 18	14 to 18
Material Handling Equipment	12 to 18	12 to 18
Laboratory Equipment	14	14
Electrical Fittings	10	10
Office Equipment	21	5
Computers, Servers & Networks	6	6
Computers, Desktops, Laptops	3	3
Furniture and Fixtures	16	10
Vehicles	8 to 10	8 to 10
Leasehold improvements	5 Life based on lease period	5 Life based on lease period

The management has estimated, supported by independent assessment by professionals, the useful lives of the following classes of assets.

The useful lives of certain Plant and Machinery, Laboratory Equipment and Material Handling Equipment are estimated as 14 to 18 years, 14 years and 12 to 18 years respectively. These lives are higher than those indicated in schedule II.

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year and adjusted prospectively, if appropriate.

On transition to Ind AS, the Company has elected to continue with the carrying value of all of its property plant and equipment recognised as at April 1, 2017, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property plant and equipment. For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the depreciation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back.

(d) Intangible assets

Intangible assets are recognized when it is probable that the future economic benefits that are attributable to the assets will flow to the company and the cost of the asset can be measured reliably. Internally generated intangibles, excluding capitalized development costs, are not capitalized and the related expenditure is reflected in profit and loss in the period in which the expenditure is incurred.

The useful lives of intangible assets are assessed as finite. The amortization period and the amortization method for an intangible asset with a finite useful life are reviewed at least at the end of each reporting period. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in accounting estimates.

Intangible assets with finite lives are amortized over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired.

Computer Software

Computer Software is amortised using the straight line method over a period of 3 years.

Research and development costs (R&D)

Research costs are expensed as incurred. Development expenditures on an individual project are recognised as an intangible asset when the Company can demonstrate:

- The technical feasibility of completing the intangible asset so that the asset will be available for use or sale
- Its intention to complete and its ability and intention to use or sell the asset
- How the asset will generate future economic benefits
- The availability of resources to complete the asset
- The ability to measure reliably the expenditure during development

Following initial recognition of the development expenditure as an asset, the asset is carried at cost less any accumulated amortisation and accumulated impairment losses. Amortisation of the asset begins when development is complete, and the asset is available for use. Any expenditure carried forward is amortised over the period of expected future sales from the related project, over a period of ten years from the date of commercialisation of the product.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the statement of profit and loss when the asset is derecognized.

On transition to Ind AS, the Company has elected to continue with the carrying value of all of its Intangible Assets recognised as at April 1, 2017, measured as per the previous GAAP, and use that carrying value as the deemed cost of such property plant and equipment. For the purpose of Proforma Ind AS financial information for the years ended March 31, 2017, 2016, 2015 and 2014, the Company has rolled back the amortisation based on the estimated useful life of respective years and as the change in estimated useful life is considered as change in estimate, accordingly there is no impact of this roll back.

(e) Investment Property

Since there is no change in the functional currency, the Company has elected to continue with the carrying value for all of its investment property as recognised in its Indian GAAP financial statements as deemed cost at the transition date, viz., 1 April 2017.

Investment properties are measured initially at cost, including transaction costs. Subsequent to initial recognition, investment properties are stated at cost less accumulated depreciation and accumulated impairment loss, if any.

When significant parts of the investment property are required to be replaced at intervals, the Company depreciates them separately based on their specific useful life. All other repair and maintenance costs are recognised in profit or loss as incurred. The Company depreciates investment property, over the period of its lease.

Though the Company measures investment property using cost based measurement, the fair value of investment property is disclosed in the notes. Fair values are determined based on an evaluation performed by an accredited external independent valuer applying a valuation model recommended by the International Valuation Standards Committee.

Investment properties are derecognised either when they have been disposed of or when they are permanently withdrawn from use and no future economic benefit is expected from their disposal. The difference between the net disposal proceeds and the carrying amount of the asset is recognised in profit or loss in the period of derecognition.

(f) Leases

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement.

Where the Company is lessee

Leases where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item, are classified as operating leases. Operating lease payments are recognised as an expense in the statement of profit and loss account on a straight line basis over the lease term.

(g) Impairment of non-financial assets

The carrying amounts of assets are reviewed at each balance sheet date. If there is any indication of impairment based on internal / external factors, an impairment loss is recognised, i.e. wherever the carrying amount of an asset exceeds its recoverable amount. The recoverable amount is the greater of the assets net selling price and value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks

specific to the asset. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life.

The carrying value of development costs is reviewed for impairment annually when the asset is not yet in use, and otherwise when events or changes in circumstances indicate that the carrying value may not be recoverable.

(h) 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. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds. Borrowing cost also includes exchange differences to the extent regarded as an adjustment to the borrowing costs.

(i) Financial instruments:

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

i. Financial assets

Initial recognition and measurement:

All financial assets are recognized initially at fair value plus, in the case of financial assets not recorded at fair value through profit and loss, transaction costs that are attributable to the acquisition of the financial asset.

Subsequent measurement:

For purposes of subsequent measurement, financial assets are classified in three broad categories:

- Debt instruments at amortized cost
- Debt instruments at fair value through OCI (FVTOCI)
- Debt instruments, derivatives and equity instruments at fair value through profit and loss (FVTPL)
- Equity instruments measured at fair value through other comprehensive income.

Debt instruments at amortized cost:

A Debt instrument is measured at amortized cost (net of any write down for impairment) the asset is held to collect the contractual cash flows (rather than to sell the instrument prior to its contractual maturity to realize its fair value changes) and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest (“SPPI”) on the principal amount outstanding.

Such financial assets are subsequently measured at amortized cost using the effective interest rate (EIR) method. Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included in finance income in the profit and loss. The losses arising from impairment are recognized statement of profit and loss. This category generally applies to trade and other receivables

Debt instruments at fair value through OCI (FVTOCI):

A financial asset that meets the following two conditions is measured at fair value through OCI unless the asset is designated at fair value through profit and loss under fair value option.

- The financial asset is held both to collect contractual cash flows and to sell.
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Instruments included within the FVTOCI category are measured initially as well as at each reporting date at fair value. Fair value movements are recognized in OCI. However, the Company recognizes interest income, impairment losses & reversals and foreign exchange gain or loss in the Profit and Loss. On derecognition of the asset, cumulative gain or loss previously recognized in OCI is reclassified from the equity to Profit and Loss. Interest earned whilst holding FVTOCI debt instrument is reported as interest income using the EIR method.

Debt instruments at fair value through profit and loss (FVTPL).

FVTPL is a residual category for company's investment instruments. Any instruments which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

All investments included within the FVTPL category are measured at fair value with all changes recognized in the Profit and Loss.

Equity investments:

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading and contingent consideration recognised by an acquirer in a business combination to which Ind AS103 applies are classified as at FVTPL. For all other equity instruments, the Company may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. The Company makes such election on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

Derecognition:

A financial asset (or, where applicable, a part of a financial asset or part of a company of similar financial assets) is primarily derecognized when:

- The rights to receive cash flows from the asset have expired, or
- The Company has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement; and either (a) the Company has transferred substantially all the risks and rewards of the asset, or (b) the Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

When the Company has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if and to what extent it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the Company continues to recognize the transferred asset to the extent of the Company's continuing involvement. In that case, the Company also recognizes an associated liability. The transferred asset and the associated liability are measured on a bases that reflect the rights and obligations that the Company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the Company could be required to repay.

Impairment of financial assets:

In accordance with Ind AS 109, the Company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the financial assets which are not fair valued through profit and loss and equity instruments recognised in OCI.

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables. It recognizes impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL is the difference between all contractual cash flows that are due to the Company in accordance with the contract and all the cash flows that the entity expects to receive (i.e., all cash shortfalls), discounted at the original EIR. When estimating the cash flows, an entity is required to consider:

- All contractual terms of the financial instrument (including prepayment, extension, call and similar options) over the expected life of the financial instrument. However, in rare cases when the expected life of the financial instrument cannot be estimated reliably, then the entity is required to use the remaining contractual term of the financial instrument.
- Cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the statement of profit and loss (P&L). This amount is reflected under the head 'other expenses' in the statement of profit and loss (P&L). The balance sheet presentation for various financial instruments is described below:

- Financial assets measured as at amortized cost and contractual revenue receivables: ECL is presented as an allowance, i.e., as an integral part of the measurement of those assets in the balance sheet. The allowance reduces the net carrying amount. Until the asset meets write-off criteria, the Company does not reduce impairment allowance from the gross carrying amount.
- Debt instruments measured at FVTOCI: Since financial assets are already reflected at fair value, impairment allowance is not further reduced from its value. Rather, ECL amount is presented as 'accumulated impairment amount' in the OCI.

ii. Financial liabilities

Initial recognition and measurement:

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit and loss or at amortized cost, as appropriate.

All financial liabilities are recognized initially at fair value and, in the case of loans and borrowings, net of directly attributable transaction costs.

The Company's financial liabilities include borrowings, trade payables and other payables.

Subsequent measurement:

After initial recognition, interest-bearing loans and borrowings and other payables are subsequently measured at amortized cost using the EIR method. Gains and losses are recognized in profit and loss when the liabilities are derecognized as well as through the EIR amortization process.

Amortized cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortization is included as finance costs in the statement of profit and loss (P&L).

Derecognition:

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognized in the statement of profit and loss (P&L).

iii. Offsetting of financial instruments

Financial assets and financial liabilities are offset and the net amount is reported in the balance sheet if there is a currently enforceable legal right to offset the recognized amounts and there is an intention to settle on a net basis, to realize the assets and settle the liabilities simultaneously.

(j) Derivatives

The Company uses derivative financial instruments, such as forward currency contracts and cross currency interest rate swaps, to hedge its foreign currency risks and interest rate risks. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently re-measured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

(k) Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability - or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorized 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
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

The Company's board Committee approves the policies for both recurring and non-recurring fair value measurement. Where seen appropriate external valuers are involved. The board committee reviews the valuation results. This includes a discussion of the major assumptions used in the valuations.

For assets and liabilities that are recognized in the financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period. External valuers are involved for valuation of significant assets and liabilities. The management selects external valuer on various criteria such as market knowledge, reputation, independence and whether professional standards are maintained by valuer. The management decides, after discussions with the Company's external valuers, which valuation techniques and inputs to use for each case.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

(l) Inventories

Raw materials, packing materials, stores and spares are valued at lower of cost and net realisable value. However, materials and other items held for use in the production of inventories are not written down below cost if the finished products in which they will be incorporated are expected to be sold at or above cost. Cost of raw materials, packing materials and stores and spares is determined on a moving average basis.

Work-in-progress and finished goods are valued at lower of cost and net realisable value. Cost includes direct materials and labour and a proportion of manufacturing overheads based on normal operating capacity. Cost of finished goods includes excise duty and is determined on a moving weighted average basis.

Traded goods are valued at lower of cost and net realizable value. Cost includes cost of purchase and other costs incurred in bringing the inventories to their present location and condition. Cost is determined on a moving weighted average basis.

Net realizable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and estimated costs necessary to make the sale.

(m) Revenue recognition

Revenue is recognised at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer. The Company identifies the performance obligations in its contracts with customers and recognises revenue as and when the performance obligations are satisfied. Refer section 2.2 for significant accounting, judgments and estimates related to revenue.

The Company has assumed that recovery of excise duty flows to the Company on its own account. This is for the reason that it is a liability of the manufacturer which forms part of the cost of production, irrespective of whether the goods are sold or not. Since the recovery of excise duty flows to the Company on its own account, revenue includes excise duty.

The Company collects Goods and Service Tax (GST) and sales taxes and value added taxes (VAT) on behalf of the government and, therefore, these are not economic benefits flowing to the Company. Hence, they are excluded from revenue.

Nature of Goods & Services

The following is a description of principal activities from which the Company generates its revenue.

i) Sale of Goods & Profit share

Contracts entered into by the Company for the sale of finished goods constitute a single performance obligation satisfied point in time. Revenue from sale of finished goods is recognised point in time when the control in the goods passes on to the customer, which is generally on delivery.

The Company enters into certain contracts with customers for the distribution, marketing and manufacture of its products during the product development stage. These contracts consist of a single performance obligation satisfied point in time when the control in the manufactured goods passes on to the customer. The advance received from the customers before the commercialisation of the products are deferred and recognised as revenue point in time in lines with sales.

Variable consideration

The Company receives share of profit from its customers based on the sales carried out by them. The amount of profit share is recognised on receipt basis as they are highly variable and not easily determinable due to market dynamics. The same is recognised under the head of Revenue from Operations as Profit share on Sale in the Restated Ind AS summary statement of Profit and Loss.

The company determines whether it is a principal or an agent in its revenue arrangements by evaluating the nature of its promise to the customer. The company has generally concluded that it is the principal in its revenue arrangements, because it typically controls the goods or services before transferring them to the customer and they are primarily responsible for the satisfaction of the performance obligations under the contract. Revenue is recognised at the gross amount for all its contracts with customers.

ii) Product Development services

Under product development services revenue is recognised as and when the performance obligations under the respective contracts are satisfied. In case of non-refundable milestone payments received, revenue is recognised when either of the following conditions are satisfied:

- a) The company's performance obligations are fulfilled
- b) The contracts have been terminated.

Revenue in relation to performance obligation of manufacture of the goods is recognised under the head sale of goods in accordance with the principle mentioned above.

Contract balances

Contract assets

A contract asset is the right to consideration in exchange for goods or services transferred to the customer. If the Company performs by transferring goods or services to a customer before the customer pays consideration or before payment is due, a contract asset is recognised for the earned consideration that is conditional.

Trade receivables

A receivable represents the Company's right to an amount of consideration that is unconditional (i.e., only the passage of time is required before payment of the consideration is due). Refer to accounting policies of financial assets, Financial instruments – initial recognition and subsequent measurement.

Contract liabilities

A contract liability is the obligation to transfer goods or services to a customer for which the Company has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Company transfers goods or services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Company performs under the contract.

Interest

For all financial asset measured either at amortised cost or at fair value through other comprehensive income, interest income is recorded using the effective interest rate (EIR).

EIR is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument or a shorter period, where appropriate, to the gross carrying amount of the financial asset or to the amortised cost of a financial liability. When calculating the effective interest rate, the Company estimates the expected cash flows by considering all the contractual terms of the financial instrument (for example, prepayment, extension, call and similar options) but does not consider the expected credit losses.

(n) Government Grants

Government grants are recognised where there is reasonable assurance that the grant will be received and all attached conditions will be complied with. When the grant relates to an expense item, it is recognised as income on a systematic basis over the periods that the related costs, for which it is intended to compensate, are expensed. When the grant relates to an asset, it is recognised as income in equal amounts over the expected useful life of the related asset.

When the Company receives grants of non-monetary assets, the asset and the grant are recorded at fair value amounts and released to profit or loss over the expected useful life in a pattern of consumption of the benefit of the underlying asset i.e. by equal annual instalments.

(o) Foreign currency translation

Functional and presentation currency

The Restated Ind AS Financial Information are presented in Indian Rupees (INR), which is the functional currency of the Company and the currency of the primary economic environment in which the Company operates.

Foreign currency transactions and balances

(i) Initial recognition

Foreign currency transactions are recorded in the reporting currency, by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

In determining the spot exchange rate to use on initial recognition of the related asset, expense or income (or part of it) on the derecognition of a non-monetary asset or non-monetary liability relating to advance consideration, the date of the transaction is the date on which the Company initially recognises the non-monetary asset or non-monetary liability arising from the advance consideration. If there are multiple payments or receipts in advance, the Company determines the transaction date for each payment or receipt of advance consideration.

(ii) Conversion

Foreign currency monetary items are retranslated using the exchange rate prevailing at the reporting date. Non-monetary items, which are measured in terms of historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction. Non-monetary items, which are measured at fair value or other similar valuation denominated in a foreign currency, are translated using the exchange rate at the date when such value was determined.

(iii) Exchange differences

The Company accounts for exchange differences arising on translation/ settlement of foreign currency monetary items as below:

- 1) Exchange differences arising on settlement or translation of other monetary items are recognised in profit or loss. Exchange differences arising on long-term foreign currency monetary items related to acquisition of a fixed asset or intangible asset are capitalised and depreciated over the remaining useful life of the asset, as the Company has opted to continue the policy for accounting for exchange differences arising on translation of long-term foreign currency monetary items for the period ending immediately before the beginning of the first Ind AS financial reporting period.
- 2) The gain or loss arising on translation of non-monetary items measured at fair value is treated in line with the recognition of the gain or loss on the change in fair value of the item (i.e., translation differences on items whose fair value gain or loss is recognized in OCI or profit or loss are also recognized in OCI or profit or loss, respectively)

(p) Retirement and other employee benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. The Company has no obligation, other than the contribution payable to the provident fund. The Company recognizes contribution payable to the provident fund scheme as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognized as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognized as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Gratuity:

Gratuity liability is defined benefit obligation and the cost of providing this benefit is determined on the basis of an actuarial valuation at each year-end. The actuarial valuation is done as per projected unit credit method. Remeasurements, comprising of actuarial gains and losses, the effect of the asset ceiling, excluding amounts included in net interest on the net defined benefit liability and the return on plan assets (excluding amounts included in net interest on the net defined benefit liability), are recognised immediately in the balance sheet with a corresponding debit or credit to retained earnings through OCI in the period in which they occur. Remeasurements are not reclassified to profit or loss in subsequent periods.

Past service costs are recognised in profit or loss on the earlier of:-

- The date of the plan amendment or curtailment, and
- The date that the Company recognises related restructuring costs

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset.

The Company recognises the following changes in the net defined benefit obligation as an expense in the statement of profit and loss:

- Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- Net interest expense or income

Compensated absence:

Accumulated leave, which is expected to be utilised within the next 12 months, is treated as short-term employee benefit. The Company measures the expected cost of such absences as the additional amount that it expects to pay as a result of the unused entitlement that has accumulated at the reporting date.

Long-term employee benefits:

Compensated absences which are not expected to occur within twelve months after the end of the period in which the employee renders the related services, for measurement purpose, are recognised as a liability at the present value of the defined benefit obligation at the balance sheet date. Such long-term compensated absences are provided for based on the actuarial valuation using the projected unit credit method at the year-end. The company presents such leave as a current liability in the balance sheet, to the extent it does not have an unconditional right to defer its settlement for 12 months after the reporting date. Actuarial gains/losses are immediately taken to the statement of profit and loss (P&L) and are not deferred.

(q) Income Taxes

Tax expense comprises current and deferred tax.

Current income tax:

Current income-tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-tax Act, 1961 enacted in India and tax laws prevailing in the respective tax jurisdictions where the Company operates. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date.

Current income tax relating to items recognized outside profit and loss is recognized outside profit and loss (either in other comprehensive income or in equity). Current tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax:

Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences. Deferred tax assets are recognized for all deductible temporary differences and the carry forward of any unused tax losses. Deferred tax assets are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax losses can be utilized.

The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilized. Unrecognized deferred tax assets are re-assessed at each reporting date

and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax relating to items recognized outside profit and loss is recognized outside profit and loss (either in OCI or in equity). Deferred tax items are recognized in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set-off current tax assets against current tax liabilities and the deferred tax assets and deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a year is charged to the statement of profit and loss (P&L) as current tax. The deferred tax asset is recognised for MAT credit available only to the extent that it is probable that the concerned company will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. In the year in which the Company recognizes MAT credit as an asset, it is created by way of credit to the statement of profit and loss and shown as part of deferred tax asset.

The Company reviews the “MAT credit entitlement” asset at each reporting date and writes down the asset to the extent that it is no longer probable that it will pay normal tax during the specified period.”

(r) Segment reporting

Identification of segments:

Ind AS 108 establishes standards, for the way that business enterprises report information about operating segments and related disclosures about products, services and geographic areas, and major customers.

The Company’s operations predominately relate to pharmaceuticals formulations. Based on the “management approach” as defined in Ind AS 108, the Chief Operating Decision Maker (CODM) evaluates the Company’s performance and allocates resources to pharmaceuticals formulations only hence it has been considered as the only reportable business segment and hence no separate financial disclosures provided in respect of its single business segment.

(s) Earnings Per Share

Basic earnings per share are calculated by dividing the net profit or loss for the period attributable to equity shareholders by the weighted average number of equity shares outstanding during the period. The weighted average number of equity shares outstanding during the period is adjusted for events such as bonus issue, bonus element in a rights issue, share split, and reverse share split (consolidation of shares) that have changed the number of equity shares outstanding, without a corresponding change in resources.

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.

(t) Provisions, Contingent liabilities, Contingent assets and Commitments

A provision is recognised when the Company has a present obligation as a result of past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. The expense relating to a provision is presented in the Restated Ind AS summary statement of profit and loss.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

Provisions are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably. The Company does not recognise a contingent liability but discloses its existence in the financial statements.

A contingent asset is disclosed, where an inflow of economic benefits is probable.

(u) Share Based payment

Employees (including senior executives) of the Company receive remuneration in the form of share-based payments in form of employee stock options, whereby employees render services as consideration for equity instruments (equity-settled transactions).

The cost of equity-settled transactions is determined by the fair value at the date when the grant is made using an appropriate valuation model.

The cost is recognized in employee benefits expense, together with a corresponding increase in Stock option outstanding reserves in equity, over the period in which the performance and/or service conditions are fulfilled. The cumulative expense recognised for equity-settled transactions at each reporting date until the vesting date reflects the extent to which the vesting period has expired and the Company's best estimate of the number of equity instruments that will ultimately vest. The expense or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period and is recognised in employee benefits expense.

Service and non-market performance conditions are not taken into account when determining the grant date fair value of awards, but the likelihood of the conditions being met is assessed as part of the Company's best estimate of the number of equity instruments that will ultimately vest. The dilutive effect of outstanding options is reflected as additional share dilution in the computation of diluted earnings per share.

No expense is recognised for awards that do not ultimately vest because non-market performance and/or service conditions have not been met.

Ind AS 102 Share-based Payment has not been applied to equity instruments in share-based payment transactions that vested before April 01, 2017.

(v) Cash and cash equivalents

Cash and cash equivalents in the balance sheet comprise cash at banks and on hand and short-term deposits with a maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Company's cash management.

(w) Corporate Social Responsibility (CSR) expenditure

CSR expense is recognized as it is incurred by the Company or when company has entered into any legal or constructive obligation for incurring such an expense.

(x) Dividends

Final Dividend on Shares are recorded as liability on the date of approval by the Share Holders and interim dividends are recorded as a liability on the date of declaration by the Company's Board of Directors.

z) Measurement of EBITDA

As permitted by the Guidance Note on the Schedule III to the Companies Act, 2013, the Company has elected to present earnings before interest, tax, depreciation and amortization (EBITDA) as a separate line item on the face of the Restated Ind AS summary statement of profit and loss. In its measurement, the Company does not include depreciation and amortization expense, finance costs and tax expense.

PRINCIPAL COMPONENTS OF INCOME AND EXPENDITURE

The principal components of our income and expenses are as set forth below:

Revenue

Our revenue comprises revenue from operations and other income.

Revenue from operations

The principal source of our revenue is the sale of finished and semi-finished products, sale of traded goods, sale of services which includes product development fees and other operating revenue which primarily includes export incentives. Sales of finished goods are sales of pharmaceutical products that we manufacture at our manufacturing facility. Sales of traded goods are sales of finished goods from a third-party manufacturer.

Other income

Our other income primarily consists of interest income on bank deposits, income tax refund, financial assets carried at amortised cost, dividend income from long term investments, exchange rate differences and other non-operating income.

Expenditure

Our expenses include cost of raw materials consumed, purchase of traded goods, changes in inventories of finished goods, traded goods and work-in-progress, excise duty on sale of goods, employee benefit expenses, depreciation and amortization expenses, finance costs, tax expenses and other expenses.

Cost of raw materials consumed

Cost of materials consumed comprises the cost of raw materials for manufacturing our products and the cost of packing materials.

Purchase of traded goods

Purchase of traded goods comprises the cost of capsules and tablets which we purchase on a principal-to-principal basis from a third-party manufacturer.

Changes in inventories of finished goods/traded goods and work-in-progress

Changes in inventories of finished goods/traded goods and work-in-progress comprise increases or decreases in inventory levels of finished goods, traded goods and work-in-progress.

Excise duty on sale of goods

Excise duty on sale of goods comprises of excise duty paid by our Company in relation to sale of its finished and semi-finished products.

Employee benefit expenses

Employee benefits expense comprise salaries, wages, bonus, contributions to provident fund and other funds, employee stock compensations, gratuity expenses, workmen and staff welfare expenses and labour charges.

Other expenses

Other expenses primarily comprise power and fuel costs, consumption of stores and spare parts, commissions paid to export sales agents, freight and forwarding charges, product development and registration charges, legal and professional fees, travelling and conveyances, rent expenses, advertisements and sales promotions, analytical charges, exchange rate differences, insurance charges, repair and maintenance and miscellaneous expenses.

Depreciation and Amortization expense

Leasehold land is amortised on a straight-line basis over the period of the lease. All components are depreciated over the useful life of the principal assets calculated on a straight-line basis using the rates arrived at based on the useful lines estimated by the management.

Finance Costs

Finance costs comprise interest expenses, bank charges and foreign exchange loss.

Tax Expenses

Tax expenses comprise current tax and deferred tax. Current income tax is measured in amounts expected to be paid to the tax authorities in accordance with the applicable tax law in the relevant jurisdiction. Deferred tax is provided using the liability method on temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date. Deferred tax liabilities are recognised for all taxable temporary differences.

OUR RESULTS OF OPERATIONS

The table below sets forth a summary of our restated Ind AS summary statement of profit and loss containing significant items of our income and expenditure for the Fiscals 2018, 2017 and 2016 based on our Restated Financial Statements included in section titled “*Financial Statements*” on page 162.

Particulars	For the year ended March 31					
	2018		2017		2016	
	Amount (₹ in Million)	% of total income	Amount (₹ in Million)	% of total income	Amount (₹ in Million)	% of total income
Revenue:						
Revenue from operations	3,092.42	99.49	2,773.71	98.91	2,405.91	97.32
Other income	15.79	0.51	30.48	1.09	66.37	2.68
Total income	3,108.21	100.00	2,804.19	100.00	2,472.28	100.00
Expenses:						
Cost of material consumed	1,217.81	39.18	920.50	32.83	786.66	31.82
Purchase of traded goods	239.25	7.70	364.80	13.01	435.82	17.63
Decrease/(Increase) in inventories of finished goods, traded goods and work-in-process	(16.07)	(0.52)	5.42	0.19	(32.42)	(1.31)
Excise duty on sale of goods	21.03	0.68	125.25	4.47	122.09	4.94
Employee benefit expenses	538.30	17.32	437.28	15.59	411.15	16.63
Other expenses	655.24	21.08	565.66	20.17	432.52	17.49
Total expenses	2,655.56	85.44	2,418.91	86.26	2,155.82	87.20
Earnings before interest, tax, depreciation and amortisation (EBITDA)	452.65	14.56	385.28	13.74	316.46	12.80
Depreciation and amortisation expense	120.34	3.87	111.59	3.98	100.00	4.04
Finance cost	71.07	2.29	32.29	1.15	51.92	2.10
Restated profit/ (loss) before tax	261.24	8.40	241.40	8.61	164.54	6.66

Particulars	For the year ended March 31					
	2018		2017		2016	
	Amount (₹ in Million)	% of total income	Amount (₹ in Million)	% of total income	Amount (₹ in Million)	% of total income
Tax expense						
Current tax expense/(credit)						
Pertaining to profit for the current year	60.33	1.94	50.61	1.80	44.01	1.78
Deferred tax charge/(credit)	43.83	1.41	48.95	1.75	(13.00)	(0.53)
Total tax expense	104.16	3.35	99.56	3.55	31.01	1.25
Restated profit/ (loss) for the year attributable to equity shareholders	157.08	5.05	141.84	5.06	133.53	5.40

The table below provides a break-down of our revenue from operations for the periods indicated.

Particulars	For the Fiscal ended March 31		
	2018	2017	2016
	₹ Million		
Sale of products			
Finished goods	2,650.23	2,258.30	1,812.01
Traded goods	298.11	442.80	530.11
Share of Profit on Sale	3.53	0.92	-
Sale of Services			
Product development fees	29.10	5.06	6.79
Other operating revenues			
Scrap sales	4.15	3.31	2.17
Export incentives	106.97	61.98	52.21
Sales of raw material	0.33	1.34	2.62
Revenue from operations	3,092.42	2,773.71	2,405.91

Fiscal 2018 compared to Fiscal 2017

Income

Revenue from operations

Our revenue from operations increased by 11.49% from ₹2,773.71 million in Fiscal 2017 to ₹3,092.42 million in Fiscal 2018 primarily as a result of an increase in revenue from sale of our products in international markets.

Our revenue from sale of our products in international markets increased by 34.41% from ₹1,517.26 million in Fiscal 2017 to ₹2,038.84 million in Fiscal 2018 which was primarily attributable to significant revenue growth on account of higher sales in USA and Brazil. This growth was primarily on account of: (i) increase in revenue from sales in the USA by 145% from ₹154.72 million to ₹ 379.20 million on account of increase in sales of our products such as Metformin; (ii) increase in sales in Brazil on account of increase in sales of our existing products and introduction of new products like Venlafaxine and Duloxetine; (iii) increase in sales of our products Columbia, Malaysia and Sri Lanka on account of increased sales of Legabin, increase in sales of Prugrutol and introduction of new products in the Ejelag range respectively. This was off-set by a decrease in our revenue from domestic operations by 16.15% from ₹1,256.46 million in Fiscal 2017 to ₹1,053.58 million in Fiscal 2018 which was primarily due to decrease in volume of our products sales including Venlafaxine pellets and the impact of GST resulting in reduction in prices of our products in our domestic operations.

Other income

Our other income decreased by 48.20% from ₹30.48 million in Fiscal 2017 to ₹15.79 million in Fiscal 2018, primarily due to decrease in interest income on bank deposits and decrease in the gains from foreign exchange differences and decrease in other operating income.

Expenses

Our total expenses increased by 9.78% from ₹2,418.91 million in Fiscal 2017 to ₹2,655.56 million in Fiscal 2018 primarily due to increase in cost of raw materials consumed, employee benefit expenses and other expenses.

Cost of material consumed

Our cost of material consumed increased by 32.30% from ₹920.50 million in Fiscal 2017 to ₹1,217.81 million in Fiscal 2018. This increase was primarily due to increased consumption of raw materials and packing materials corresponding to the increase in revenue from operations.

Purchase of traded goods

Our cost of purchase of traded goods decreased by 34.42% from ₹364.80 million in fiscal 2017 to ₹239.25 million in Fiscal 2018 primarily due to reduction in sales of traded goods.

Decrease/(Increase) in inventories of finished goods, traded goods and work in progress

Decrease/ (Increase) of finished goods, traded goods and work in progress increased by a significant 396.49% from ₹5.42 million for Fiscal 2017 to ₹ (16.07) million in Fiscal 2018.

Excise duty on sale of goods

Excise duty on sale of goods decreased by 83.21% from ₹125.25 million in Fiscal 2017 to ₹ 21.03 million in Fiscal 2018 as excise duty was replaced by GST reducing the excise duty incidence of the Company.

Employee benefit expenses

Our employee benefit expenses increased by 23.10% from ₹437.28 million in Fiscal 2017 to ₹538.30 million in Fiscal 2018, primarily due to increase in salaries, wages, bonus, gratuity expenses and labour charges on account of increase in the number of employees by from 646 in Fiscal 2017 to 743 in Fiscal 2018 and increase in gratuity ceiling limit from ₹1 million to ₹2 million and annual increment given to employees during Fiscal 2018.

Other expenses

Our other expenses increased by 15.84% from ₹565.66 million in Fiscal 2017 to ₹655.24 million in Fiscal 2018. This increase was primarily due to:

- (i) increase in rent expenses by 144.57% from ₹15.37 million in Fiscal 2017 to ₹37.59 million in Fiscal 2018 due to increase in rent of our corporate office and rent in relation to a new warehouse at Talaja;
- (ii) increase in commission expenses by 24.20% from ₹54.14 million in Fiscal 2017 to ₹67.24 million in Fiscal 2018;
- (iii) increase in analytical charges by 299.85% from ₹6.47 million in Fiscal 2017 to ₹25.87 million in Fiscal 2018;
- (iv) increased in advertisement and sale promotion expenses by 230.45% from ₹2.66 million in Fiscal 2017 to ₹8.79 million in Fiscal 2018 primarily due to (i) payment of stalls; (ii) delegate fee for various events hosted by Centre for Public Health Information (“CPHI”); (iii) development of our Company’s website; (iv) development of a corporate film; and (v) amount paid to CPHI;
- (v) increase in freight and forwarding charges by 45.09% from ₹37.48 million in Fiscal 2017 to ₹54.38 million in Fiscal 2018 due to increase in sales in the United States and Brazil; and
- (vi) increase in legal and professional fees by 33.41% from ₹53.78 million in Fiscal 2017 to ₹71.75 million in Fiscal 2018 primarily due to legal expenses incurred towards payments for registration of our facility with the US FDA and registration of our products.

Depreciation and Amortization Expenses

Our depreciation and amortization expenses increased by 7.84% from ₹111.59 million in Fiscal 2017 to ₹120.34 million in Fiscal 2018, primarily due to installation of new machinery at our Ambernath Facility. During Fiscal 2018, our Company incurred an amount of ₹ 439.90 million towards purchase of property, plant and equipment, including intangible assets under development.

Finance cost

Our finance cost increased by 120.10% from ₹32.29 million in Fiscal 2017 to ₹71.07 million in Fiscal 2018, primarily due to increase in interest paid on borrowings, bank charges and increase in foreign exchange loss.

Earnings Before Interest, Tax, Depreciation and Amortization (“EBITDA”)

Our EBITDA increased by 17.49% from ₹385.28 million in Fiscal 2017 to ₹452.65 million in Fiscal 2018.

Restated Profit before Tax

As a result of the above, our restated profit before tax increased by 8.22% from ₹241.40 million in Fiscal 2017 to ₹ 261.24 million in Fiscal 2018.

Total Tax Expense

Total tax expense increased by 4.62% from ₹ 99.56 million in Fiscal 2017 to ₹ 104.16 million in Fiscal 2018, primarily due to increased net profits resulting in higher tax expense. However, deferred tax expense reduced by 10.46% from ₹ 48.95 million in Fiscal 2017 to ₹ 43.83 million in Fiscal 2018.

Restated profit for the year attributable to equity shareholders

As a result of the above, our restated profit for the year attributable to equity shareholders increased by 10.74% from ₹ 141.84 million in Fiscal 2017 to ₹ 157.08 million in Fiscal 2018.

Fiscal 2017 compared to Fiscal 2016

Income

Revenue from operations

Our revenue from operations increased by 15.29% from ₹2,405.91 million in Fiscal 2016 to ₹2,773.71 million in Fiscal 2017 primarily as a result of an increase in revenue from sale of products in international markets.

Our revenue from sale of our products in international markets increased by 44.67% from ₹1,048.75 million in Fiscal 2016 to ₹1,517.25 million in Fiscal 2017 which was primarily attributable to significant revenue growth on account of higher sales in USA and Brazil as well as increase in our revenue growth from sale of our products in other international markets including Peru, Singapore and Trinidad and Tobago. This growth was largely on account of increases in the sales of our existing products, including Duloxetine, Metformin etc. This was off-set by a decrease in our revenue from domestic operations by 7.42% to ₹1,256.46 million in Fiscal 2017 from ₹1,357.15 million in Fiscal 2016 which was primarily attributable to a decrease in sales volume of our products including Pantoprazole, Glyciphage and Domperidone in the domestic market.

Other income

Our other income decreased by 54.08% from ₹66.37 million in Fiscal 2016 to ₹30.48 million in Fiscal 2017. This decrease was primarily attributable to a non-recurring item of gain on sale of fixed asset in Fiscal 2016 of ₹38.01 million which did not occur in Fiscal 2017.

Expenses

Our total expenses increased by 12.20% from ₹2,155.82 million in Fiscal 2016 to ₹2,418.91 million in Fiscal 2017 primarily due to increase in cost of materials consumed, employee benefit expenses and other expenses.

Cost of material consumed

Our cost of material consumed increased by 17.01% from ₹786.66 million in Fiscal 2016 to ₹ 920.50 million in Fiscal 2017. This increase was primarily due to increased consumption of raw materials corresponding to the increase in revenue from operations.

Purchase of traded goods

Our purchase of traded goods decreased by 16.30% from ₹435.82 million in Fiscal 2016 to ₹364.80 million in Fiscal 2017 primarily due to discontinuation of Aristo-Pantop-D product and corresponding purchases.

Decrease/(Increase) in inventories of finished goods, traded goods and work in progress

Decrease/ (Increase) of finished goods, traded goods and work in progress were lower by 116.72% from ₹(32.42) million in Fiscal 2016 to ₹5.42 million for Fiscal 2017.

Excise duty on sale of goods

Excise duty on sale of goods increased by 2.59% from ₹122.09 million in Fiscal 2016 to ₹125.25 million in Fiscal 2017 primarily due to increased sales of manufactured goods during the Fiscal 2017.

Employee benefit expenses

Our employee benefit expenses increased by 6.36% from ₹411.15 million in Fiscal 2016 to ₹437.28 million in Fiscal 2017, primarily due to increase in salaries, wages, gratuity, workmen and staff welfare expenses and increase in the labour charges as the number of employees increased from 612 in Fiscal 2016 to 646 in Fiscal 2017.

Other expenses

Our other expenses increased by 30.78% from ₹432.52 million in the Fiscal 2016 to ₹565.66 million in Fiscal 2017. This increase was primarily due to:

- (i) increase in the freight and forwarding charges increase by 26.15% from ₹29.71 million in Fiscal 2016 to ₹37.48 million in Fiscal 2017 due to increase in export sales;
- (ii) increase in product development and registration charges by 219.70% from ₹24.27 million in Fiscal 2016 to ₹77.59 million in Fiscal 2017 primarily due to charge of expenses incurred on development and commercialisation of new products including such costs on products which were not commercially viable.
- (iii) increase in the insurance charges by 90.89% from ₹4.83 million in Fiscal 2016 to ₹9.22 million in Fiscal 2017 due to increase in export sales;
- (iv) increase in commission by 38.25% from ₹39.16 million in Fiscal 2016 to ₹54.14 million in Fiscal 2017 due to increase in commissions paid to export sales agents; and
- (v) increase in the travelling and conveyance by 84.87% from ₹14.54 million in Fiscal 2016 to ₹26.88 million in Fiscal 2017 due to expenses incurred towards attending a conference organised by CPHI.

Depreciation and Amortization Expenses

Our depreciation and amortization expense increased by 11.59% from ₹100 million in Fiscal 2016 to ₹111.59 million in Fiscal 2017, primarily due to installation of new machinery at our Ambernath Facility. During Fiscal 2017, our Company incurred an amount of ₹170.58 million towards purchase of property, plant and equipment, including intangible assets under development.

Finance cost

Our finance cost decreased by 37.81% from ₹51.92 million in Fiscal 2016 to ₹32.29 million in Fiscal 2017, primarily due to foreign exchange loss of ₹22.66 million in Fiscal 2016 whereas there was no foreign exchange loss in Fiscal 2017.

Earnings Before Interest, Tax, Depreciation and Amortization (“EBITDA”)

Our EBITDA increased by 21.75% from ₹316.46 million in Fiscal 2016 to ₹385.28 million in Fiscal 2017.

Restated Profit before Tax

Our restated profit before tax increased by 46.71% from ₹164.54 million in Fiscal 2016 to ₹241.40 million in Fiscal 2017.

Total Tax Expense

Total Tax expense increased by 221.06% from ₹31.01 million in Fiscal 2016 to ₹99.56 million in Fiscal 2017, primarily due to increased profits resulting in higher current taxes as well as increase in deferred tax expense by 476.54% from ₹ (13.00) million in Fiscal 2016 to ₹ 48.95 million in Fiscal 2017 mainly due deferred tax impact on Ind AS adjustments.

Restated profit for the year attributable to equity shareholders

As a result of the above, our restated profit for the year attributable to equity shareholders increased by 6.22% from ₹133.53 million in Fiscal 2016 to ₹141.84 million in Fiscal 2017.

Cash Flows

The following table sets forth certain information relating to our cash flows in the periods indicated:

(₹ in million)

Particulars	Fiscal		
	2018	2017	2016
Net cash flow from /(used in) operating activities	3.11	311.39	71.63
Net cash flow from /(used in) investing activities	(404.12)	(181.85)	(106.35)
Net cash flow from/(used in) financing activities	390.98	(149.64)	58.66
Net increase/(decrease) in cash and cash equivalents	(10.03)	(20.10)	23.94

Operating Activities

Fiscal 2018

In Fiscal 2018, net cash flow generated from operating activities was ₹3.11 million and operating profit before working capital changes was ₹436.91 million. The main working capital adjustments were due to increase in trade receivables amounting to ₹350.80 million due to corresponding increase in sales of our products and an increase in short-term loans and advances amounting to ₹251.83 million. This was partially offset by an increase in trade payables amounting to ₹249.78 million.

Fiscal 2017

In Fiscal 2017, net cash flow generated from operating activities was ₹311.39 million and operating profit before working capital changes was ₹403.03 million. The main working capital adjustments were due to increase in trade receivables amounting to ₹41.05 million due to corresponding increase in sales of our products, due to increase in inventories amounting to ₹43.34 million which was partially offset by increase in trade payables amounting to ₹81.14 million.

Fiscal 2016

In Fiscal 2016, net cash flow generated from operating activities was ₹71.63 million and operating profit before working capital changes was ₹275.98 million. The main working capital adjustments were due to increase in trade receivables amounting to ₹187.44 million due to corresponding increase in sales of our products increase in inventories amounting to ₹91.49 million and increase in short-term loans and advances amounting to ₹37.90 million. This was partially offset by an increase in trade payables of ₹89.69 million.

Investing Activities

Fiscal 2018

Net cash used in investing activities was ₹404.12 million in Fiscal 2018, primarily on account of purchase of property, plant and equipment including intangible assets under development amounting to ₹503.24 million which was partially offset by proceeds from fixed deposits amounting to ₹89.00 million.

Fiscal 2017

Net cash used in investing activities was ₹181.85 million in Fiscal 2017, primarily on account of purchase property, plant and equipment including intangible assets under development amounting to ₹184.87 million, investments in fixed deposit amounting to ₹100.30 million and proceeds from sale of property, plant and equipment amounting to ₹107.00 million.

Fiscal 2016

Net cash used in investing activities was ₹106.35 million in Fiscal 2016, primarily on account of purchase of property, plant and equipment including intangible assets under development amounting to ₹177.76 million which was partially offset by proceeds received from sale of property, plant and equipment amounting to ₹53.10 million and proceeds from fixed deposit amounting to ₹17.60 million

Financing Activities

Fiscal 2018

Net cash from financing activities in Fiscal 2018 was ₹390.98 million which consisted of proceeds from long term borrowings amounting to ₹437.90 million and net proceeds from short-term borrowings amounting to ₹168.35 million. This was partly offset by repayment of long term borrowings amounting to ₹111.56 million interest paid amounting to ₹47.14 million and dividend paid amounting to ₹47.00 million.

Fiscal 2017

Net cash used in financing activities in Fiscal 2017 was ₹149.64 million which consisted of net repayment of short-term borrowings amounting to ₹51.94 million, repayment of long-term borrowings amounting to ₹125.47 million, dividend paid amounting to ₹39.17 million and interest paid amounting to ₹33.36 million. This was partially off-set by proceeds from long-term borrowings amounting to ₹108.27 million.

Fiscal 2016

Net cash from financing activities in Fiscal 2016 was ₹58.66 million which consisted of proceeds from long-term borrowings amounting to ₹119.90 million, net proceeds from short-term borrowings amounting to ₹186.16 million. This was partly offset by repayment of long-term borrowings amounting to ₹169.96 million, dividend paid amounting to ₹19.58 million and interest paid amounting to ₹53.87 million.

Indebtedness

As of July 31, 2018, our total outstanding indebtedness was ₹ 1,280.54 million which consists of secured long-term loan and short-term loans and current maturities of long-term borrowings.

The following table provides the types and amounts of our outstanding indebtedness as at the dates indicated:

(in ₹million)

Particulars	Fiscal 2018	Fiscal 2017	Fiscal 2016
Financial Liabilities - Borrowings			
Non-current term loans	468.90	198.02	223.86
Total non-current borrowings (A)	468.90	198.02	223.86
Current Borrowings			
Packing credit in foreign currency from bank	410.17	240.97	305.15
Cash credit from bank	6.89	5.92	Nil
Total current borrowings (B)	417.06	246.89	305.15
Other financial liabilities			
Current maturities of long-term borrowings	162.72	109.35	107.60
Total other financial liabilities (C)	162.72	109.35	107.60
Total borrowings (A+B+C)	1,048.68	554.26	636.61

Some of our financing agreements also include various conditions and covenants that require us to obtain lender consents prior to carrying out certain activities and entering into certain transactions. For further information, see “*Financial Indebtedness*” and “*Risk Factors – The agreements governing our indebtedness contain conditions and restrictions on our operations, additional financing and capital structure*” on pages 312 and 29, respectively.

Contingent Liabilities and Off-Balance Sheet Arrangements

For further information on our contingent liabilities as per Ind AS 37 “*Provisions, Contingent Liabilities and Contingent Assets*”, see Annexure XXXIX of our Restated Financial Statements on page 242.

There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that we believe are material to investors.

Capital Expenditure (addition to property plant and equipment)

As of March 31, 2016, 2017 and 2018, our capital expenditure was ₹ 142.42 million, ₹ 65.59 million and ₹ 332.55 million, respectively. We expect to meet our capital expenditure in the next three Fiscals through a mix of internal accruals and funding from financial institutions.

Related Party Transactions

We enter into various transactions with related parties in the ordinary course of business. Primarily these transactions include remuneration, professional fees and rent. For further information relating to our related party transactions, see “*Related Party Transactions*” on page 160.

Changes in Accounting Policies

Our Company has prepared its financial statements until March 31, 2018 in accordance with the requirements of Indian GAAP. For the purpose of this Draft Red Herring Prospectus, our Company has elected to present the restated financial information for the last five Fiscals as per requirement of SEBI Circular and ICAI guidance note instead of Indian GAAP and which comprises of a) the restated financial information as at and for the year ended March 31, 2018, prepared as per recognition and measurement principles under Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 as amended and which may become applicable to our Company for the financial year ending March 31, 2019 and as has been notified till the date of adoption of the Restated Financial Statements by the Board of Directors of our Company with the transition date of April 1, 2017, requirements of SEBI Circular and ICAI Guidance Note; and b) the restated financial information as at and for the years ended March 31, 2017, 2016, 2015 and 2014, prepared on proforma basis in accordance with the same accounting policies as applied for year ended March 31, 2018, requirements of SEBI Circular and ICAI Guidance Note.

In accordance with Ind AS 101 First-time Adoption of Indian Accounting Standard and SEBI Circular, our Company has presented a reconciliation from the presentation of Restated Financial Statements under Indian GAAP to Ind AS of restated shareholders’ equity as at March 31, 2018, 2017, 2016, 2015 and 2014 and of the

restated statement of comprehensive income for the Fiscals ended March 31, 2018, 2017, 2016, 2015 and 2014. Please see Annexure XXXXVIII – First Time Adoption of Ind AS of the Restated Financial Statements on page 263 for further details. Except as disclosed in this Draft Red Herring Prospectus, there have been no changes in our accounting policies in the last five Fiscals.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to various types of market risks during the normal course of business. Market risk is the risk of loss related to adverse changes in market prices, including interest rate risk. We are exposed to liquidity risk, credit risk and inflation risk in the normal course of our business.

Foreign Exchange Risk

We are exposed to exchange rate risk as a significant portion of our revenues and expenditure are denominated in foreign currencies. Products that we export are paid for in foreign currency. Any appreciation in the value of the Indian Rupee against the US Dollar or other foreign currencies would decrease the realization of Indian Rupee value of our services. The exchange rate between the Indian Rupee and US Dollar has changed substantially in recent years and may continue to fluctuate significantly in the future. Adverse movements in foreign exchange rates may adversely affect our results of operations and financial condition. Further, we are exposed to risks that arise due to any movements in exchange rates in the period between when a purchase order is placed by a customer on us to the time settlement is done of the Indian Rupee equivalent of the relevant foreign currency amount.

Liquidity Risk

Liquidity risk is the risk that we will encounter difficulties in meeting the obligations associated with our financial liabilities that are settled by delivering cash or another financial asset. Our approach to managing liquidity is to ensure, as far as possible, that we will have sufficient liquidity to meet our liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to our reputation.

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. We are exposed to credit risk from our operating activities, primarily from trade receivables. As of March 31, 2016, 2017 and 2018, our trade receivables were ₹435.34 million, ₹471.85 million, ₹837.31 million respectively.

Interest Rate Risk

Our Company's exposure to the risk of changes in market interest rates relates primarily to our Company's long-term debt obligations with floating interest rates. During Fiscal 2018, our Company has entered into cross currency interest rate swaps for majority of its total borrowings to manage its interest rate risk.

Inflation

In recent years, India has experienced relatively high rates of inflation. While we believe inflation has not had any material impact on our business and results of operations, inflation generally impacts the overall economy and business environment and hence could affect us.

Total turnover of each major industry segment in which the company operated

We have one primary business activity and operate in one industry segment, which is manufacturing and sale of pharmaceutical formulations.

Unusual or Infrequent Events or Transactions

Except as described in this Draft Red Herring Prospectus, there have been no other events or transactions that, to our knowledge, may be described as "unusual" or "infrequent".

Known Trends or Uncertainties

Other than as described in this Draft Red Herring Prospectus, particularly in the sections “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 17 and 280, respectively, to our knowledge, there are no known trends or uncertainties that are expected to have a material adverse impact on our revenues or income from continuing operations.

New Products or Business Segments

Other than as described in this Draft Red Herring Prospectus, particularly in the sections “*Our Business*” on page 113, to our knowledge, there are no new products or business segments that are expected to have a material adverse impact on our revenues or income from continuing operations.

Future Relationship between Cost and Income

Other than as described elsewhere in the sections “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 17, 113 and 280, respectively, to our knowledge there are no known factors that will have a material adverse impact on our operations and finances.

Seasonality of Business

Our quarterly operating results have been and will continue to be, subject to variation, depending on several factors that may cause us to record higher revenue in some quarters compared with others. In addition, if our rate of growth slows over time, cyclical variations in our operations may become more pronounced, and our business, results of operations and financial positions may be adversely affected.

Our business is not seasonal in nature.

Significant Dependence on a Single or Few Customers or Suppliers

Other than as described in this Draft Red Herring Prospectus, particularly in sections “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 17 and 280, respectively, to our knowledge, there is no significant dependence on a single or few customers or suppliers.

Competitive Conditions

We operate in a competitive environment. See sections, “*Our Business*”, “*Industry Overview*” and “*Risk Factors*” on pages 113, 95 and 17, respectively.

Significant Developments after March 31, 2018 that may affect our Future Results of Operations

Except as disclosed in this section including under “– *Key factors affecting our results of operations*”, “*Our Business*” and “*History and Certain Corporate Matters*” on pages 282, 113 and 131, respectively, to our knowledge no circumstances have arisen since March 31, 2018, that could materially and adversely affect or are likely to affect, our operations or profitability, or the value of our assets or our ability to pay our material liabilities within the next 12 months.

FINANCIAL INDEBTEDNESS

In accordance with the Articles of Association and subject to the provisions of the Companies Act, 2013, our Board may, from time to time, at its discretion, borrow any sum of money for the purpose of our Company and may secure repayment of such money in such manner and upon such terms and conditions in all respects as it thinks fit. For further details regarding the borrowing powers of our Board, see “*Our Management-Borrowing Powers*” on page 145.

As on July 31, 2018, the aggregate outstanding borrowings of our Company are as follows:

<i>(in ₹ million)</i>		
Category of borrowings	Sanctioned amount	Outstanding amount
<i>Term loans</i>		
Secured	1,450.00	762.00
Total (A)	1,450.00	760.72
<i>Cash credit</i>		
Secured	750.00	519.82
Total (B)	750.00	519.82
TOTAL (A+B)	22,00.00	1,280.54

For details of our outstanding borrowing obligations for the last five Fiscals, please see “*Financial Statements*” on page 162.

Principal terms of the borrowings currently availed by our Company:

The details provided below are indicative and there may be additional terms, conditions and requirements under the various borrowing arrangements entered into by us.

1. **Interest:** In terms of the borrowings availed by us, the interest rate is typically dependent on the guidelines of RBI and the respective bank. For cash credit facility the interest rate is 12.85% per annum. For term loans, the applicable interest rates are as follows: (i) foreign currency loans: LIBOR + 460 bps and (ii) rupee loans: MCLR + 330 bps.
2. **Tenor:** The tenor of the borrowings availed by us ranges from 3 months to 72 months before being considered for renewal.
3. **Security:** Our borrowings are secured by, *inter alia*, the following:
 - (a) exclusive charge by way of hypothecation on the stocks, book debts of our Company;
 - (b) exclusive charge on the entire plant and machinery;
 - (c) fixed deposits;
 - (d) post-dated cheques;
 - (e) mortgage of property at Thane and Ambernath; and
 - (f) personal guarantees to the extent of ₹2,200 million by our Promoter, Janak Shah.
4. **Re-payment:** The repayment period of term loan facilities is typically on an equated quarterly basis, after a moratorium of 12 months from the date of disbursement. Our cash credit facility is repayable on demand.
5. **Pre-payment:** The borrowings availed by us do not contain any provisions prescribing a penalty for premature payment of the principal or interest payable.
6. **Penalty:** The borrowings availed by us contain provisions prescribing a penalty for delayed submission of stock statements of ₹500 for each day of delay.
7. **Restrictive Covenants:** The financing arrangement entered into by us entail various restrictive conditions and covenants restricting certain corporate actions, and we are required to take the prior approval of the lender before carrying out such activities.

For instance, certain corporate actions for which we require the prior written consent of the lender include:

- (a) to effect any change in shareholding pattern and management control;
- (b) to undertake any further capex except being funded by the Company's own resources;
- (c) to effect any material changes in the management of the business;
- (d) to amend or modify the constitutional documents; and
- (e) to effect changes in the ownership or control whereby the effective beneficial ownership or control changes.

8. *Events of Default:* The term loan and other facilities availed by us contain certain standard events of default, including:

- (a) failure to observe or comply with any of the terms and conditions of the transaction documents;
- (b) any misrepresentation or misstatement under any transactional documents;
- (c) failure and/ or breach to make payment in full or part when due or demanded of the principal or interest;
- (d) any deterioration, impairment of the security including depreciation in value or market price;
- (e) any attachment, distress, execution or process against the borrower or securities is enforced;
- (f) any event that would likely constitute a material adverse change, as set out in the transaction documents;
- (g) any change in ownership, management and/or control of our Company without prior written consent of the lender;
- (h) in case if we cease or threaten to cease to carry on all or a substantial part of our businesses;
- (i) in case any step is taken against us for dissolution, winding up, liquidation, insolvency; and
- (j) in case the security is in jeopardy or ceases to have effect or becomes illegal.

This is an indicative list and there may be additional terms under the borrowing arrangements entered into by our Company.

SECTION VI – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND OTHER MATERIAL DEVELOPMENTS

Except as stated in this section, there are no outstanding (a) criminal proceedings; (b) actions taken by statutory or regulatory authorities; (c) claims including any direct or indirect tax liabilities (disclosed in a consolidated manner giving the total number of claims and total amount involved); and (d) other litigations, which are determined to be material by our Board of Directors, in accordance with the policy for identification of material litigation adopted by our Board at its meeting held on September 14, 2018 (“Materiality Policy”), in each case involving our Company, Directors or Promoters.

Pursuant to the Materiality Policy, all pending litigations involving our Company, Promoters or Directors, other than criminal proceedings, statutory or regulatory actions and taxation proceedings, would be considered ‘material’ if the aggregate monetary amount of claim involved whether by or against our Company, Promoters or Directors in any such pending matter is in excess of 1% of the profit after tax of our Company as of March 31, 2018 (as per our Restated Financial Statements) i.e. ₹1.58 million or any such pending litigation, wherein a monetary liability is not quantifiable, the adverse outcome in which could have a material adverse impact on our Company’s business, financial results, operations, prospects or reputation, irrespective of the amount involved in such litigation.

Further, except as disclosed in this section, there are no (i) outstanding proceedings initiated against our Company for economic offences; (ii) disciplinary actions taken by the SEBI or a recognised stock exchange against the Company, our Promoters and Directors.

Further, in terms of the Materiality Policy, our Board considers such creditors ‘material’ to whom the amount due exceeds 1% of the trade payables of our Company as per the Restated Financial Statements as of March 31, 2018 i.e. ₹6.29million, and accordingly the details of the aggregate outstanding dues to such material creditors have been disclosed in this Draft Red Herring Prospectus in a consolidated manner.

It is clarified that pre-litigation notices (other than those issued by governmental, statutory or regulatory authorities) received by our Company, our Directors or our Promoters shall not be considered as litigations until such time that any of our Company, our Directors or our Promoters, as the case may be, is made a party to proceedings initiated before any court, tribunal or governmental authority, or is notified by any governmental, statutory or regulatory authority of any such proceeding that may be commenced.

Unless stated to the contrary, the information provided below is as of the date of this Draft Red Herring Prospectus.

I. Litigations involving our Company

A. Criminal proceedings against our Company

The Inspector of Drugs, Saharsa, Government of Bihar (“**Authority**”) filed a complaint dated October 6, 2004 before the Court of Chief Judicial Magistrate, Saharsa, Bihar (“**Court**”) against our Company, Managing Director, Director and Production head along with Glaxo Smithkline Pharmaceuticals Limited (“**GSK**”), its Chairman, Managing Director and Pankaj Kumar Agarwal (collectively the “**Accused**”) under Section 27(d) of the Drugs and Cosmetics Act, 1940 alleging manufacturing, distributing and selling misbranded drugs. The afore-mentioned drugs were manufactured by our Company and purchased by GSK and sold under the name and logo of GSK. The Authority alleged that since GSK is not the manufacturer, such labelling is in violation of the provisions of the Drugs and Cosmetics Act, 1940. The matter has been transferred to Patna Civil Court and is currently pending.

B. Pending action by regulatory or statutory authorities against our Company

The Drugs Inspector, Tenali, Drugs Control Administration, Government of Andhra Pradesh (“**Authority**”) issued a show-cause notice dated March 8, 2018 to our Company notifying seizure of certain drugs marked Physician Samples- Not for Sale (“**Samples**”) from the premises of one Bonthala China Raghavaiah and alleging failure in proper distribution of Samples leading to misuse and scope for counterfeit and spurious drugs into trade. Our Company *vide* its reply dated March 16,

2018 requested for details of the products seized. Subsequently, our Company filed a petition under Section 22 of the Drugs and Cosmetics Act, 1940 (“**Petition**”) before the First Additional Junior Civil Judge-Tenali, Guntur (“**Court**”) praying for copies of the memo, Form 16 and Panchnama that was filed by the Authority before the Court along with the show-cause notice and inspection, sampling and testing of the Samples seized by the Authority. The Court *vide* its order dated May 21, 2018 (“**Order**”) allowed our Company to verify the drugs in the custody of the Authority. Pursuant to the Order, proceedings were conducted at the office of Drugs Inspector, Tenali on June 21, 2018. A detailed report with respect to manufacturing and distribution of the drug is to be submitted on behalf of our Company. The matter is currently pending.

C. Tax proceedings

Nature of proceeding	Number of proceedings outstanding	Amount involved (in ₹ million)
Direct tax	2	0.55
Indirect tax	1	3.21
Total	3	3.76

II. Other material outstanding litigations

1. Vanda Pharmaceuticals filed three patent infringement complaints in 2015 against our Company, in response to our Company’s letter stating an intention to seek approval of its ANDA for Iloperidone prior to expiration of a pair of patents listed in the Orange Book. Two of the complaints (one for each patent) was filed in the United States District Courts for the District of Delaware, and those cases have been proceeding in a coordinated fashion. The third case, which was filed in United States District Court for the Northern District of West Virginia, has been stayed. The Delaware cases currently have been stayed until the later of (i) November 30, 2018 or (ii) 14 days after the final disposition by the United States Supreme Court of any petition for a writ of certiorari filed by a third party defendant with respect to earlier filed lawsuit by Vanda Pharmaceuticals against the said third party.
2. Adare Pharmaceuticals Inc. and Teva Pharmaceuticals International GmbH (“**Plaintiffs**”) filed a civil action alleging infringement by our Company of U.S. Patent No. 9,399,025 (“**the ’025 Patent**”) and U.S. Patent No. 9,375,410 (“**the ’410 Patent**”). Plaintiffs alleged that the action arose under the patent laws of the United States, 35 U.S.C. § 100 et seq., and, in particular, 35 U.S.C. §§ 271(a), (b), (c), (e), and 281 before the Court of the District of Delaware. This matter relates to our Company’s ANDA. 211720, filed with the US FDA for approval to market generic versions of Plaintiffs’ AMRIX products prior to the expiration of the ’025 and ’410 Patents. The matter is currently pending.

III. Litigations involving our Directors

Except as disclosed below and in “*Criminal Proceedings against our Company*” on page 314, none of our Directors are involved in any outstanding litigation.

Sunil Chawla, our Nominee Director, was on the board of DBM Geotechnics and Constructions Private Limited (“**DBM**”). He resigned as a director from the board of DBM with effect from January 31, 2014. Two complaints were filed by M/s. Ramkumar Sureshkumar before the Court of Judicial Magistrate First Class, Satna under Section 138 of the Negotiable Instruments Act, 1881 against DBM alleging dishonour of cheques aggregating to ₹ 9.96 million, issued by DBM to the complainant. Mr. Chawla was also named as an accused in the aforesaid complaints in his capacity as a director of DBM. However, since he was not a director of DBM at the relevant time, he filed two petitions before the High Court of Madhya Pradesh, seeking quashing of the aforesaid complaints made against him. Pursuant to order dated November 2, 2016, the High Court of Madhya Pradesh quashed proceedings arising out of one of the complaints by way of order dated November 2, 2016 and with respect to the other complaint, the proceedings were stayed pursuant to an order dated February 27, 2017. The matter is currently pending.

IV. Litigations involving our Promoters

Except as disclosed in “*Criminal Proceedings against our Company*” on page 314, none of our Promoters are involved in any outstanding litigation.

V. Outstanding dues to small scale undertakings and other creditors

As of March 31, 2018, the total current and non-current trade payables of our Company were ₹667.50 million. In terms of the Materiality Policy, our Board considers such creditors ‘material’ to whom the amount due exceeds 1% of the trade payables of our Company, *i.e.* ₹ 6.68 million, as of March 31, 2018.

The details of outstanding dues to creditors, as on March 31, 2018, in terms of the Materiality Policy are as follows:

Particulars	No. of creditors	Amount due (in ₹ million)
Small scale undertakings or micro, small or medium enterprises*	5	6.13
‘Material’ creditors	26	437.55
Other creditors	382	223.82
Total	413	667.50

**based on available information regarding status of suppliers as defined under Section 2 of the Micro, Small and Medium Enterprise Development Act, 2006, as of March 31, 2018.*

For complete details about outstanding dues to creditors of our Company, see http://www.inventiahealthcare.com/material_creditors.asp.

Information provided on the website of our Company is not a part of this Draft Red Herring Prospectus and should not be deemed to be incorporated by reference. Anyone placing reliance on any other source of information, including our Company’s website, www.inventiahealthcare.com, would be doing so at their own risk.

VI. Material Developments

Except as stated in “*Management’s Discussion and Analysis of Financial Condition and Results of Operation – Significant Developments after March 31, 2018 that may affect our Future Results of Operations*” on page 311, no circumstances have arisen since March 31, 2018, the date of the last Restated Financial Statement disclosed in this Draft Red Herring Prospectus, which materially and adversely affect or are likely to affect, our operations or earnings taken as a whole, the value of our consolidated assets or our ability to pay our material liabilities within the next twelve months.

GOVERNMENT AND OTHER APPROVALS

Except as disclosed herein, we have obtained all material consents, licenses, permissions, registrations and approvals, from various governmental statutory and regulatory authorities in India, which are necessary for undertaking our current business activities and operations. Except as disclosed below, no further key approvals are required for carrying on the present business activities and operations of our Company. In the event any of the approvals and licenses that are required for our business operations expire in the ordinary course, we make applications for their renewal from time to time. Unless otherwise stated, these approvals are valid as on the date of this Draft Red Herring Prospectus. Further, unless otherwise stated, these approvals are in respect of business and operations of our Company. For details in connection with the regulatory and legal framework within which we operate, see “Regulations and Policies” on page 124.

In view of the key approvals listed below, our Company can undertake this Offer, current business activities and operations.

I. Approvals in relation to the Offer

For the approvals and authorisations obtained by our Company and Selling Shareholders in relation to the Offer, see “*Other Regulatory and Statutory Disclosures – Authority for the Offer*” on page 321.

II. Corporate approvals

For details regarding the approvals and authorisations obtained by our Company in relation to its incorporation, see “*History and Certain Corporate Matters*” on page 131.

1. Shops and establishments registrations under the applicable provisions of the shops and establishments legislation of relevant states for our offices, warehouses and other premises, wherever applicable, issued by the ministry or department of labour of relevant state government. These licenses are periodically renewed, whenever applicable.
2. Certificates for contract labour under the Contract Labour (Regulation & Abolition) Act, 1970 for our offices, manufacturing facility, R&D facility, wherever applicable, issued by relevant registering officer. These approvals are periodically renewed, whenever applicable.
3. Registration for employees’ provident fund issued by the Employees’ Provident Fund Organisation under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952.
4. Registration for employees’ insurance issued by the Regional Office, Employees State Insurance Corporation of different states in India under the Employees’ State Insurance Act, 1948.

III. Tax related approvals of our Company

- (i) Permanent Account Number issued by the Income Tax Department, Government of India, under the Income Tax Act, 1961.
- (ii) Tax deduction account number issued by the Income Tax Department, Government of India, under the Income Tax Act, 1961.
- (iii) Identification numbers issued under the Goods and Service Tax Act, 2017.
- (iv) Professional Tax registration issued by Sales Tax Department, Government of Maharashtra under Maharashtra State Tax on Professions, Trades, Callings and Employments Act, 1975.

IV. Trade related approvals

- (i) The importer-exporter code issued by the Additional Director General of Foreign Trade, Ministry of Commerce & Industry.

- (ii) Certificate of recognition as One Star Export House, issued by the Joint Director General of Foreign Trade, Ministry of Commerce and Industry.
- (iii) Industrial Entrepreneur's Memorandum certificate issued by the Department of Industrial Policy and Promotion, Ministry of Industry.
- (iv) Registration certificate issued by the Pharmaceuticals Export Promotion Council of India.
- (v) Registration certificate issued by the Indian Merchants' Chamber, Mumbai.

V. Business related key approvals

Our Company requires various approvals, licenses and registrations under several central or state-level acts, rules and regulations to operate our business. An indicative list of the material approval required by us to undertake our business, including manufacturing and wholesaling of drugs are provided below:

A. Approvals for our Ambernath Facility and R&D Centres

- (i) License under the DC Rules from the Food and Drug Administration, Maharashtra (a) for the manufacture; (b) for the sale or wholesale of various pharmaceuticals as specified under the DC Rules manufactured at our Ambernath Facility; and (c) WHO-GMP certification of good manufacturing practices.
- (ii) Registration and License to work a factory under the Factories Act for our Ambernath Facility and our R&D centre.
- (iii) Approval from the Directorate of Industrial Safety and Health for our site, building plan and machinery layout.
- (iv) Consents to operate under the Air Act and Water Act and authorization under the Hazardous Waste Rules from the Maharashtra Pollution Control Board to operate our facility for the storage and disposal of hazardous wastes generated during the manufacture of formulation for products manufactured.
- (v) Registration for consumption of controlled substances under the NDPS Act for our Ambernath Facility.
- (vi) License and registration under the Petroleum Act, 1934 for the import and storage of petroleum for our Ambernath Facility.
- (vii) Registration issued by Food, Civil Supplies and Consumer Protection Department under the Legal Metrology Act, 2009 for our Ambernath Facility.
- (viii) Registration from the Department of Scientific and Industrial Research for custom / central excise duty exemption on the import or purchase of equipment, instruments, spares, consumables etc. for our R&D facility.
- (ix) *Approvals from overseas regulatory authorities:* Our Company is also required to obtain approvals for our manufacturing and good manufacturing practice certificate from regulatory authorities in countries where our products are exported. We have received approvals from (i) US Food and Drug Administration; (ii) Ministry of Health and Prevention, UAE; (iii) Medicines and Healthcare Products Regulatory Agency, UK; (iv) Korea Food and Drug Administration; (v) Ministry of Health, Republic of Kenya; (vi) Jordan Food and Drug Administration; (vii) Drug Administration and Control Authority of Ethiopia; (viii) State Service Of Ukraine on Medicines and Drugs Control; and (ix) Colombia National Food and Drug Surveillance Institute (INVIMA)

B. Approvals for our Nutraceuticals Facility

Our Company is in the process of setting up a Nutraceuticals Facility for which the following approvals have been obtained:

- (i) Registration and License to work a factory under the Factories Act.
- (ii) Consents to establish under the Air Act and Water Act and authorization under the Hazardous Waste Rules from the Maharashtra Pollution Control Board for the storage and disposal of hazardous wastes generated during the manufacture of our products.

C. Approvals for our Products

Licenses issued by the Food and Drugs Administration, Maharashtra under the DC Rules are required for the manufacture and wholesale of our products.

VI. Other operation related key approvals

License to sell, stock or exhibit for sale, or distribution by wholesale as specified under the DC Rules for our registered and corporate office and warehouses, wherever applicable, issued by the ministry or department of labour of relevant State Government.

VII. Intellectual property rights related approvals

Trademarks

As on the date of this Draft Red Herring Prospectus, our Company has registered a total of 94 trademarks for various brand names, under various classes including class 5 and 16, granted by the Registrar of Trademarks under the Trademarks Act, in India. Further, our Company has also made applications seeking registration for 14 trademarks for various brands, with the Registrar of Trademarks under the Trademarks Act.

Patents

As on the date of this Draft Red Herring Prospectus, our Company has registered a total of 12 patents for various formulations granted by the Controller of Patents and Design under the Patents Act, in India. Further, our Company has also made applications seeking registration for four patents for various formulations, with the Controller of Patents and Design under the Patents Act.

VIII. Pending key approvals

As on the date of this Draft Red Herring Prospectus, following are the key approvals which our Company has applied for and are pending:

Sr. No.	Nature of approval	Authority applied to	Date of Application	Date of Expiry
1.	Renewal of registration under the Maharashtra Shops and Establishments Act, 2018 for our R&D centre	Deputy Commissioner of Labour, Thane	April 27, 2018	December 31, 2017
2.	Application for approval of site plan from the Maharashtra Industrial Development Corporation for our Nutraceuticals facility	Maharashtra Industrial Development Corporation	April 27, 2018	-

IX. Required but not applied for

- (i) Our Company is in the process of setting up a Nutraceuticals facility in Thane for which we require certain approvals before operationalising the facility. As on the date of this Draft Red Herring Prospectus, following are the key approvals which are required but are not applied for:

Sr. No.	Nature of approval	Authority to be applied to
1.	Application for consent to operate	Maharashtra Pollution Control Board
2.	Application for provisional fire no objection certificate	Maharashtra Industrial Development Corporation

(ii) Our Company is in the process of expanding the Ambernath Facility for which we require certain approvals for operationalising the facility. As on the date of this Draft Red Herring Prospectus, following are the key approvals which are required but are not applied for:

Sr. No.	Nature of approval	Authority to be applied to
1.	Application for consent to operate (Regularisation)	Maharashtra Pollution Control Board
2.	Application for consent to operate (Expansion)	Maharashtra Pollution Control Board
3.	Application for final fire no objection certificate	Maharashtra Industrial Development Corporation
4.	Building Completion and Occupancy certificate	Maharashtra Industrial Development Corporation
5.	Amendment application for license to import and store petroleum in installation	Petroleum and Explosives Safety Organisation

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

Corporate Approvals

- Our Board of Directors has authorised the Offer by a resolution passed in their meeting held on July 24, 2018.

Our Shareholders have approved and authorised the Offer by way of a special resolution passed by at their extraordinary general meeting held on July 24, 2018.

- This Draft Red Herring Prospectus has been approved by our Board and IPO Committee *vide* their resolutions in their respective meetings dated September 18, 2018 and September 20, 2018.

Approval from the Selling Shareholders

For details on the authorisations of the Selling Shareholders in relation to the Offer, see “*The Offer*” on page 59.

Each of the Selling Shareholders have specifically confirmed that their respective portion of the Offered Shares, have been held by each one of them for a period of at least one year prior to the filing of this Draft Red Herring Prospectus with SEBI, calculated in the manner as set out under Regulation 26(6) of SEBI ICDR Regulations and, to the extent that such Equity Shares have resulted from a bonus issue, the bonus issue has been on Equity Shares held for a period of at least one year prior to the filing of this Draft Red Herring Prospectus and issued by capitalizing of free reserves of our Company and accordingly, are eligible for being offered for sale in the Offer., and that the Offered Shares are eligible for being offered for sale in the Offer as required by the SEBI ICDR Regulations.

In-principle listing approvals

Our Company has received in-principle approvals from BSE and NSE for the listing of our Equity Shares pursuant to letters dated [●] and [●], respectively.

Prohibition by the SEBI, the RBI or other authorities

None of our Company, our Directors, our Promoters, members of the Promoter Group or persons in control of our Company are or have been debarred or prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by the SEBI or any other authorities. Neither our Promoters nor any of our Directors or persons in control of our Company were or are associated as a promoter, director, or person in control of any other company which is debarred or prohibited from accessing or operating in the capital market or restrained from buying, selling or dealing in securities under any order or directions made by the SEBI or any other authorities. Further, there have been no violations of securities laws committed by them in the past or are currently pending against them.

The Selling Shareholders specifically confirm that they have not been prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI or any other authority. Further, the Selling Shareholders specifically confirm that they have not been declared as a wilful defaulter, as defined under the SEBI ICDR Regulations. There are no violations of securities laws committed by the Selling Shareholders in the past or are currently pending against them. The Selling Shareholders also specifically confirm that their respective portion of Offered Shares are free from any lien, encumbrance, transfer restrictions or third-party rights.

Except (a) Ved Jain and (b) Nagesh Pinge (who are associated with Multi Commodity Exchange Clearing Corporation Limited as directors), none of our Directors or the entities that our Directors are associated with, are associated with the securities market in any manner. Further, no action has been initiated by SEBI against our Directors or the entities which our Directors are associated with.

None of our Company, our Promoters, member of the Promoter Group, our Directors or the relatives of our Promoters are or have been identified as wilful defaulters, as defined by the SEBI ICDR Regulations.

Eligibility for the Offer

The listing of any security of our Company has never been refused by any of the stock exchanges, at any time. Our Company is eligible for the Offer in accordance with the Regulation 26(1) of the SEBI ICDR Regulations, as described below:

- Our Company has net tangible assets of at least ₹30 million in each of the preceding three full years (of 12 months each) of which not more than 50% are held in monetary assets;
- Our Company has a minimum average pre-tax operating profit of ₹150 million, during the three most profitable years out of the immediately preceding five years;
- Our Company has a pre- Offer net worth of at least ₹10 million in each of the three preceding full years (of 12 months each);
- The aggregate size of the proposed Offer and all previous issues made in the same Fiscal in terms of the Offer size is not expected to exceed five times the pre- Offer net worth of our Company as per the audited balance sheet of the preceding Fiscal; and
- Our Company was converted into a public limited company, and consequently, a fresh certificate of incorporation dated June 29, 2018 was issued by the RoC recording the change of our Company's name to its present name. However, there has not been any corresponding change in the business activities of our Company.

Our Company's net tangible assets, pre-tax operating profit, as restated, net worth, monetary assets and monetary assets as a percentage of the net tangible assets derived from the Restated Financial Statements are set forth below:

(₹ in million)

Particulars	As at or for the Fiscal Year ended March 31				
	2018	2017	2016	2015	2014
Net tangible assets ⁽ⁱ⁾	1,161.46	1,105.15	1,027.86	992.07	1,049.98
Pre-tax operating profit ⁽ⁱⁱ⁾	316.52	243.21	150.09	52.27	21.98
Net worth ⁽ⁱⁱⁱ⁾	1,743.55	1,642.50	1,550.41	1,442.97	1,401.00
Monetary assets ^(iv)	25.96	127.07	44.58	38.56	11.67
Monetary assets as a percentage of the net tangible assets	2.24%	11.50%	4.34%	3.89%	1.11%

Notes:

(i) ** "Net Tangible Assets" means sum of all net assets of the Company, excluding intangible assets as defined in Ind AS 38 on Intangible Assets notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time), intangible assets under development and deferred tax assets (net) as defined in Ind AS 12 on Income Taxes notified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time).

(ii) Pre-Tax Operating Profit is defined as restated profit before tax excluding restated other income and finance cost.

(iii) "Net Worth" means the aggregate of the paid-up Equity Share capital and other equity. Other equity includes Securities Premium, Employee stock reserve, General Reserve and Retained earnings

(iv) 'Monetary assets' comprises of cash on hand, balances with banks on current accounts and term deposits.

Further, in accordance with Regulation 26(4) of the SEBI ICDR Regulations, our Company and Selling Shareholders shall ensure that the number of Allottees under the Offer shall be not less than 1,000, failing which, the entire application money shall be refunded forthwith/unblocked in the respective ASBA Accounts of the ASBA Bidders, as applicable.

Our Company is in compliance with conditions specified in Regulations 4(2) and 4(5)(a) of the SEBI ICDR Regulations to the extent applicable.

DISCLAIMER CLAUSE OF THE SEBI

AS REQUIRED, A COPY OF THIS DRAFT RED HERRING PROSPECTUS HAS BEEN SUBMITTED TO SEBI. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS DRAFT RED HERRING PROSPECTUS TO THE SEBI SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY THE SEBI. THE SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY

SCHEME OR THE PROJECT FOR WHICH THE OFFER IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS DRAFT RED HERRING PROSPECTUS. THE BRLMS, BEING ICICI SECURITIES LIMITED AND CENTRUM CAPITAL LIMITED HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THIS DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE BIDDERS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED OFFER.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY AND THE SELLING SHAREHOLDERS ARE PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THIS DRAFT RED HERRING PROSPECTUS, THE BRLMS ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY AND THE SELLING SHAREHOLDERS DISCHARGE THEIR RESPONSIBILITY ADEQUATELY, IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BRLMS, HAVE FURNISHED TO THE SEBI A DUE DILIGENCE CERTIFICATE DATED SEPTEMBER 20, 2018 WHICH READS AS FOLLOWS:

WE, THE BRLMS TO THE ABOVE-MENTIONED OFFER, STATE AND CONFIRM AS FOLLOWS:

1. WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIAL DOCUMENTS IN CONNECTION WITH THE FINALISATION OF THE DRAFT RED HERRING PROSPECTUS (“DRHP”) DATED SEPTEMBER 20, 2018 PERTAINING TO THE SAID OFFER;
2. ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE COMPANY, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES AND INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE OFFER, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS AND OTHER PAPERS FURNISHED BY THE COMPANY AND THE SELLING SHAREHOLDERS, WE CONFIRM THAT:
 - A. THE DRHP FILED WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (“SEBI”) IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE OFFER;
 - B. ALL THE LEGAL REQUIREMENTS RELATING TO THE OFFER AS ALSO THE REGULATIONS, GUIDELINES, INSTRUCTIONS, ETC. FRAMED/ISSUED BY THE SEBI, THE CENTRAL GOVERNMENT AND ANY OTHER COMPETENT AUTHORITY IN THIS BEHALF HAVE BEEN DULY COMPLIED WITH; AND
 - C. THE DISCLOSURES MADE IN THE DRHP ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED OFFER AND SUCH DISCLOSURES ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, 1956, AS AMENDED AND REPLACED BY THE COMPANIES ACT, 2013, TO THE EXTENT IN FORCE), THE COMPANIES ACT, 2013, THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, AS AMENDED (THE “SEBI ICDR REGULATIONS”) AND OTHER APPLICABLE LEGAL REQUIREMENTS.
3. WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THE DRHP ARE REGISTERED WITH THE SEBI AND THAT TILL DATE SUCH REGISTRATIONS ARE VALID;
4. WE HAVE SATISFIED OURSELVES ABOUT THE CAPABILITY OF THE UNDERWRITERS TO FULFIL THEIR UNDERWRITING COMMITMENTS. – NOTED FOR COMPLIANCE;

5. WE CERTIFY THAT WRITTEN CONSENTS FROM THE PROMOTERS HAVE BEEN OBTAINED FOR INCLUSION OF THEIR EQUITY SHARES AS PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN AND THE EQUITY SHARES PROPOSED TO FORM PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN SHALL NOT BE DISPOSED/SOLD/TRANSFERRED BY THE PROMOTERS DURING THE PERIOD STARTING FROM THE DATE OF FILING OF THE DRHP WITH THE SEBI TILL THE DATE OF COMMENCEMENT OF LOCK-IN PERIOD AS STATED IN THE DRHP; COMPLIED WITH
6. WE CERTIFY THAT REGULATION 33 OF THE SEBI ICDR REGULATIONS, WHICH RELATES TO EQUITY SHARES INELIGIBLE FOR COMPUTATION OF PROMOTERS' CONTRIBUTION, HAS BEEN DULY COMPLIED WITH AND APPROPRIATE DISCLOSURES AS TO COMPLIANCE WITH THE SAID REGULATION HAVE BEEN MADE IN THE DRHP. - COMPLIED WITH AND NOTED FOR COMPLIANCE;
7. WE UNDERTAKE THAT SUB-REGULATION (4) OF REGULATION 32 AND CLAUSES (C) AND (D) OF SUB-REGULATION (2) OF REGULATION 8 OF THE SEBI ICDR REGULATIONS SHALL BE COMPLIED WITH. WE CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE RECEIVED AT LEAST ONE DAY BEFORE THE OPENING OF THE OFFER. WE UNDERTAKE THAT AUDITORS' CERTIFICATE TO THIS EFFECT SHALL BE DULY SUBMITTED TO SEBI. WE FURTHER CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE KEPT IN AN ESCROW ACCOUNT WITH A SCHEDULED COMMERCIAL BANK AND SHALL BE RELEASED TO THE COMPANY ALONG WITH THE PROCEEDS OF THE PUBLIC OFFER. - NOT APPLICABLE;
8. WE CERTIFY THAT THE PROPOSED ACTIVITIES OF THE COMPANY FOR WHICH THE FUNDS ARE BEING RAISED IN THE PRESENT OFFER FALL WITHIN THE 'MAIN OBJECTS' LISTED IN THE OBJECT CLAUSE OF THE MEMORANDUM OF ASSOCIATION OR OTHER CHARTER OF THE COMPANY AND THAT THE ACTIVITIES WHICH HAVE BEEN CARRIED OUT UNTIL NOW ARE VALID IN TERMS OF THE OBJECT CLAUSE OF ITS MEMORANDUM OF ASSOCIATION.- COMPLIED WITH TO THE EXTENT APPLICABLE;
9. WE CONFIRM THAT NECESSARY ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT THE MONIES RECEIVED PURSUANT TO THE OFFER ARE KEPT IN A SEPARATE BANK ACCOUNT AS PER THE PROVISIONS OF SUB SECTION (3) OF SECTION 40 OF THE COMPANIES ACT, 2013 AND THAT SUCH MONEYS SHALL BE RELEASED BY THE SAID BANK ONLY AFTER PERMISSION IS OBTAINED FROM ALL THE STOCK EXCHANGES MENTIONED IN THE PROSPECTUS. WE FURTHER CONFIRM THAT THE AGREEMENT ENTERED INTO BETWEEN THE BANKERS TO THE OFFER, THE SELLING SHAREHOLDERS AND THE COMPANY SPECIFICALLY CONTAINS THIS CONDITION. - NOTED FOR COMPLIANCE. ALL MONIES RECEIVED OUT OF THE OFFER SHALL BE CREDITED/TRANSFERRED TO A SEPARATE BANK ACCOUNT AS REFERRED TO IN SUB-SECTION (3) OF SECTION 40 OF THE COMPANIES ACT, 2013;
10. WE CERTIFY THAT A DISCLOSURE HAS BEEN MADE IN THE DRHP THAT THE INVESTORS SHALL BE GIVEN AN OPTION TO GET THE SHARES IN DEMAT OR PHYSICAL MODE. - NOT APPLICABLE. UNDER SECTION 29 OF THE COMPANIES ACT, 2013, EQUITY SHARES IN THE OFFER WILL BE ISSUED IN DEMATERIALIZED FORM ONLY;
11. WE CERTIFY THAT ALL THE APPLICABLE DISCLOSURES MANDATED IN THE SEBI ICDR REGULATIONS HAVE BEEN MADE IN ADDITION TO DISCLOSURES WHICH, IN OUR VIEW, ARE FAIR AND ADEQUATE TO ENABLE THE INVESTOR TO MAKE A WELL-INFORMED DECISION;
12. WE CERTIFY THAT THE FOLLOWING DISCLOSURES HAVE BEEN MADE IN THE DRHP:

- A. AN UNDERTAKING FROM THE COMPANY THAT AT ANY GIVEN TIME, THERE SHALL BE ONLY ONE DENOMINATION FOR THE EQUITY SHARES OF THE COMPANY; AND
- B. AN UNDERTAKING FROM THE COMPANY THAT IT SHALL COMPLY WITH SUCH DISCLOSURE AND ACCOUNTING NORMS SPECIFIED BY SEBI FROM TIME TO TIME;
13. WE UNDERTAKE TO COMPLY WITH THE REGULATIONS PERTAINING TO ADVERTISEMENT IN TERMS OF THE SEBI ICDR REGULATIONS WHILE MAKING THE OFFER. – COMPLIED WITH AND NOTED FOR COMPLIANCE;
14. WE ENCLOSE A NOTE EXPLAINING HOW THE PROCESS OF DUE DILIGENCE HAS BEEN EXERCISED BY US IN VIEW OF THE NATURE OF CURRENT BUSINESS BACKGROUND OF THE COMPANY, SITUATION AT WHICH THE PROPOSED BUSINESS STANDS, THE RISK FACTORS, PROMOTERS' EXPERIENCE, ETC.;
15. WE ENCLOSE A CHECKLIST CONFIRMING REGULATION-WISE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SEBI ICDR REGULATIONS, CONTAINING DETAILS SUCH AS THE REGULATION NUMBER, ITS TEXT, THE STATUS OF COMPLIANCE, PAGE NUMBER OF THE DRHP WHERE THE REGULATION HAS BEEN COMPLIED WITH AND OUR COMMENTS, IF ANY;
16. WE ENCLOSE A STATEMENT ON 'PRICE INFORMATION OF PAST ISSUES HANDLED BY MERCHANT BANKERS (WHO ARE RESPONSIBLE FOR PRICING THE OFFER)', AS PER FORMAT SPECIFIED BY THE SEBI THROUGH CIRCULAR;
17. WE CERTIFY THAT PROFITS FROM RELATED PARTY TRANSACTIONS HAVE ARISEN FROM LEGITIMATE BUSINESS TRANSACTIONS. – COMPLIED WITH TO THE EXTENT OF THE RELATED PARTY TRANSACTIONS REPORTED IN ACCORDANCE WITH INDIAN ACCOUNTING STANDARD 24 AND AS CERTIFIED BY RAVI A. SHAH AND ASSOCIATES, CHARTERED ACCOUNTANTS (ICAI FIRM REGISTRATION NO: 125079W) BY WAY OF ITS CERTIFICATE DATED SEPTEMBER 17, 2018.; AND
18. WE CERTIFY THAT THE ENTITY IS ELIGIBLE UNDER 106Y (1) (A) OR (B) (AS THE CASE MAY BE) TO LIST ON THE INSTITUTIONAL TRADING PLATFORM, UNDER CHAPTER XC OF THE SEBI ICDR REGULATIONS. (IF APPLICABLE). - NOT APPLICABLE.

The filing of this Draft Red Herring Prospectus does not, however, absolve the Company or any person who has authorised the issue of this Draft Red Herring Prospectus from any liabilities under Section 34 or Section 36 of the Companies Act, 2013 or from the requirement of obtaining such statutory and/or other clearances as may be required for the purpose of the Offer. SEBI further reserves the right to take up at any point of time, with the BRLMs, any irregularities or lapses in this Draft Red Herring Prospectus.

The filing of this Draft Red Herring Prospectus also does not absolve the Selling Shareholders from any liabilities to the extent of the statements specifically made or confirmed by themselves in respect of themselves and of their respective Offered Shares, under Section 34 or Section 36 of Companies Act, 2013.

All legal requirements pertaining to the Offer will be complied with at the time of filing of the Red Herring Prospectus with the RoC in terms of Section 32 of the Companies Act, 2013. All legal requirements pertaining to the Offer will be complied with at the time of registration of the Prospectus with the RoC in terms of Sections 26, 30, 32, 33(1) and 33(2) of the Companies Act, 2013

Price Information of past issues handled by the BRLMs

A. ICICI Securities Limited

1. Price information of past issues (during the current Fiscal and two Fiscals preceding the current Fiscal) handled by ICICI Securities Limited

Sr. No.	Issue Name	Issue Size (in ₹ Million)	Issue Price (in ₹)	Listing Date	Opening Price on Listing Date	+/- % 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.	Security and Intelligence Services (India) Limited	7,795.80	815.00	August 10, 2017	879.80	-3.29%, [+1.17%]	+3.14%, [+5.40%]	+39.12%, [+8.62%]
2.	Matrimony.Com Limited	4,974.79	985.00*	September 21, 2017	985.00	-12.28%, [+0.62%]	-7.64%, [+3.37%]	-16.55%, [-0.27%]
3.	ICICI Lombard General Insurance Company Limited	57,009.39	661.00	September 27, 2017	651.10	+3.62%, [+6.25%]	+18.97%, [+8.17%]	+15.36%, [4.06%]
4.	SBI Life Insurance Company Limited	83,887.29	700.00**	October 3, 2017	735.00	-7.56%, [+5.89%]	-0.07%, [+5.84%]	-2.30%, [3.57%]
5.	Newgen Software Technologies Limited	4,246.20	245.00	January 29, 2018	254.10	-0.20%, [-5.18%]	+2.51%, [-3.51%]	-2.00%, [1.33%]
6.	Galaxy Surfactants Limited	9,370.90	1,480.00	February 8, 2018	1,525.00	+1.14%, [-3.31%]	-0.85%, [+1.33%]	-14.68%, [7.66%]
7.	Aster DM Healthcare Limited	9,801.40	190.00	February 26, 2018	183.00	-13.66% [-3.77%]	-5.39%, [+1.00%]	-8.16%, [9.21%]
8.	Sandhar Technologies Limited	5,124.80	332.00	April 2, 2018	346.10	+19.59% [+4.96%]	+15.41%, [+4.36%]	-
9.	HDFC Asset Management Company Limited	28,003.31	1,100.00	August 6, 2018	1,726.25	+58.04% [+1.17%]	-	-
10.	Creditaccess Grameen Limited	11,311.88	422.00	August 23, 2018	390.00	-	-	-

*Discount of Rs. 98 per equity share offered to retail investors and to Eligible Employees. All calculations are based on Issue Price of Rs. 985.00 per equity share.

**Discount of Rs. 68 per equity share offered to Eligible Employees. All calculations are based on Issue Price of Rs. 700.00 per equity share.

Notes:

- All data sourced from www.nseindia.com
- Benchmark index considered is NIFTY
- 30th, 90th, 180th calendar day from listed day have been taken as listing day plus 29, 89 and 179 calendar days, except wherever 30th, 90th, 180th calendar day is a holiday, in which case we have considered the closing data of the next trading day

2. Summary statement of price information of past issues (during the current Fiscal and two Fiscals preceding the current Fiscal) handled by ICICI Securities Limited

Fiscal	Total number of IPOs	Total amount of funds raised (₹ in million)	No. of IPOs trading at discount - 30 th calendar days from listing			No. of IPOs trading at premium - 30 th calendar days from listing			No. of IPOs trading at discount - 180 th calendar days from listing			No. of IPOs trading at premium - 180 th calendar days from listing		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2019	3	44,439.99	-	-	-	1	-	1	-	-	-	-	-	-

Fiscal	Total number of IPOs	Total amount of funds raised (₹ in million)	No. of IPOs trading at discount - 30 th calendar days from listing			No. of IPOs trading at premium - 30 th calendar days from listing			No. of IPOs trading at discount - 180 th calendar days from listing			No. of IPOs trading at premium - 180 th calendar days from listing		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2018	9	208,306.61	-	-	5	1	-	3	-	-	5	1	2	1
2017	12	160,855.45	-	-	3	4	4	1	-	1	1	7	2	1

B. Centrum Capital Limited

1. Price information of past issues handled by Centrum Capital Limited:

Sr. No.	Issue Name	Issue Size (in ₹ Million)	Issue Price (in ₹)	Listing Date	Opening Price on Listing Date	+/- % 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.	S.P. Apparels Limited	2,391.20	268	August 12, 2016	275	+21.72%, [+050%]	+17.09%, [-2.77%]	+51.94%, [+1.11%]

Notes:

- All data sourced from www.nseindia.com
- Benchmark index considered is NIFTY
- 30th, 90th, 180th calendar day from listed day have been taken as listing day plus 29, 89 and 179 calendar days, except wherever 30th, 90th, 180th calendar day is a holiday, in which case we have considered the closing data of the next trading day

2. Summary statement of price information of past issues handled by Centrum:

Fiscal	Total number of IPOs	Total amount of funds raised (₹ in million)	No. of IPOs trading at discount - 30 th calendar days from listing			No. of IPOs trading at premium - 30 th calendar days from listing			No. of IPOs trading at discount - 180 th calendar days from listing			No. of IPOs trading at premium - 180 th calendar days from listing		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2019*	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2017	1	2,391.20	-	-	-	-	-	1	-	-	-	1	-	-

* The information is as on the date of the document

Note: Data for number of IPOs trading at premium/discount taken at closing price on NSE on the respective date. In case any of the days falls on a non-trading day, the closing price on the next trading day has been considered.

Track record of past issues handled by the BRLMs

For details regarding the track record of the BRLMs, as specified under Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by the SEBI, see the websites of the BRLMs mentioned below.

BRLMs	Website
ICICI Securities Limited	www.icicisecurities.com
Centrum Capital Limited	www.centrum.co.in

Caution – Disclaimer from our Company, our Directors, the Selling Shareholders and the BRLMs

Our Company, our Directors, the Selling Shareholders and the BRLMs 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 instance and anyone placing reliance on any other source of information, including our website, www.inventiahealthcare.com, or any website of members of the Promoter Group, Promoters, or any affiliate of our Company or the Selling Shareholders, would be doing so at their own risk.

The BRLMs accept no responsibility for statements made in this Draft Red Herring Prospectus, save to the limited extent as provided in the Offer Agreement entered into among the BRLMs, the Selling Shareholders and our Company, and the Underwriting Agreement to be entered into among the Underwriters, the Selling Shareholders and our Company.

All information shall be made available by our Company, the Selling Shareholders and the BRLMs to the Bidders and public at large and no selective or additional information would be made available by our Company or the Selling Shareholders or the BRLMs for a section of the investors in any manner whatsoever, including at road show presentations, in research or sales reports, at Bidding Centres or elsewhere.

None among our Company, the Selling Shareholders or any member of the Syndicate shall be liable to the Bidders for any failure in uploading the Bids, due to faults in any software or hardware system, or otherwise.

Each of the BRLMs and their respective associates and affiliates, in its capacity as principal or agent, is and may in the future be involved in a wide range of commercial banking and investment banking activities globally (including investment advisory, asset management, research, securities issuance, trading (customer and proprietary) and brokerage). Certain of the BRLMs and/or their respective associates and affiliates has engaged, and may in the future engage, in transactions with, and has performed, and may in the future perform, services for, our Company, the Selling Shareholders, affiliates or associates or any third parties in the ordinary course of their commercial banking and investment banking activities, for which they have received, and may in the future receive, compensation. In addition, in the ordinary course of their commercial banking and investment banking activities, the BRLMs, and their respective associates and affiliates may at any time hold long or short positions, enter into asset swaps, credit derivatives or other derivative transactions relating to the Equity Shares, and may trade or otherwise effect transactions, for their own account or the accounts of their customers, in debt or equity securities (or related derivative instruments) or senior loans of our Company, the Selling Shareholders and/or any of their respective group companies, affiliates or associates or any third parties. As used herein, the term ‘affiliate’ means any person or entity that controls or is controlled by or is under common control with another person or entity.

Bidders will be required to confirm, and will be deemed to have represented to our Company, the Selling Shareholders, the Underwriters and their respective directors, officers, agents, affiliates and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares, and will not issue, sell, pledge or transfer the Equity Shares to any person who is not eligible under applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Selling Shareholders, the Underwriters and their respective directors, officers, agents, affiliates and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire Equity Shares.

Disclaimer in respect of jurisdiction

This Offer is being made in India to persons resident in India who are competent to contract under the Indian Contract Act, 1872, as amended, including Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, HUFs, companies, other corporate bodies and societies registered under the

applicable laws in India and authorised to invest in equity shares, domestic Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to permission from the RBI), systemically important non-banking financial company, or trusts under the applicable trust law, and who are authorised under their respective constitutions to hold and invest in equity shares, public financial institutions as specified under Section 2(72) of the Companies Act, 2013, state industrial development corporations, permitted insurance companies registered with IRDAI, insurance funds set up and managed by the Department of Posts, India, provident funds, national investment funds, venture capital funds, AIFs, permitted insurance companies and pension funds and, to permitted non-residents including Eligible NRIs, FPIs registered with SEBI and QIBs provided they are eligible under all applicable laws and regulations to purchase the Equity Shares.

This Draft Red Herring Prospectus does not constitute an offer to sell or an invitation to subscribe to Equity Shares offered hereby, in any jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Draft Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of this Offer will be subject to the jurisdiction of appropriate court(s) at Mumbai only.

No action has been or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that 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 the Selling Shareholders from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

Eligibility and Transfer Restrictions

The Equity Shares 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, and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Accordingly, the Equity Shares are being offered and sold outside the United States in offshore transactions in reliance on Regulation S and the applicable laws of each jurisdictions where such 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.

Bidders are advised to ensure that any Bid from them does not exceed investment limits or maximum number of Equity Shares that can be held by them under applicable law.

Disclaimer Clause of BSE

As required, a copy of this Draft Red Herring Prospectus shall be submitted to BSE. The disclaimer clause as intimated by BSE to our Company post scrutiny of this Draft Red Herring Prospectus shall be included in the Red Herring Prospectus and Prospectus prior to their filing with the RoC.

Disclaimer Clause of NSE

As required, a copy of this Draft Red Herring Prospectus shall be submitted to NSE. The disclaimer clause as intimated by NSE to our Company post scrutiny of this Draft Red Herring Prospectus shall be included in the Red Herring Prospectus and Prospectus prior to the filing with the RoC.

Filing

A copy of this Draft Red Herring Prospectus has been filed with the SEBI at Securities and Exchange Board of India, Plot No. C 4-A, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400 051, Maharashtra, India and simultaneously through the SEBI Intermediary Portal at <https://sipotal.sebi.gov.in>, in accordance with SEBI circular bearing reference SEBI/HO/CFD/DIL1/CIR/P/2018/011 dated January 19, 2018.

A copy of the Red Herring Prospectus, along with the documents required to be filed, will be delivered for registration to the RoC in accordance with Section 32 of the Companies Act, 2013, and a copy of the Prospectus required to be filed under Section 26 of the Companies Act, 2013 will be delivered for registration to the RoC situated at the address mentioned below.

Registrar of Companies, Maharashtra at Mumbai

100, Everest, Marine Drive
Mumbai 400 002

Listing

The Equity Shares issued through the Red Herring Prospectus are proposed to be listed on BSE and NSE. Applications will be made to the Stock Exchanges for obtaining permission for listing and trading of the Equity Shares being offered and sold in the Offer and [●] is the Designated Stock Exchange, with which the Basis of Allotment will be finalised for the Offer.

If the permissions to deal in, and for an official quotation of the Equity Shares are not granted by any of the Stock Exchanges, our Company, the Selling Shareholders and every officer in default shall forthwith repay, all monies received along with interest from the applicants 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 six Working Days from the Bid/ Offer Closing Date or within such other period as may be prescribed. If our Company does not allot Equity Shares pursuant to the Offer within six Working Days from the Bid/ Offer Closing Date or within such timeline as prescribed by SEBI, it shall repay without interest all monies received from Bidders, failing which interest shall be due to be paid to the Bidders at the applicable rate of interest for the delayed period, in accordance with applicable law. For the avoidance of doubt, subject to applicable law, a Selling Shareholder shall not be responsible to pay interest for any delay, except to the extent such delay has been caused solely by such Selling Shareholder and to the extent of the Equity Shares being offered by the Selling Shareholders in the Offer for Sale.

The Selling Shareholders, severally and not jointly, undertake to provide such reasonable support and extend reasonable cooperation as may be requested by our Company and BRLMs, in relation to their respective portion of the Offered Shares to the extent such support and cooperation is required from such parties to facilitate the process of listing and commencement of trading of the Equity Shares on the Stock Exchanges within six Working Days from the Bid/ Offer Closing Date or such other period as may be prescribed.

Impersonation

Attention of the Bidders is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013, which is reproduced below:

“Any person who:

- a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447.”*

The liability prescribed under Section 447 of the Companies Act 2013 for fraud involving an amount of at least ₹ 1.00 million or 1.00% of the turnover of the Company, whichever is lower, includes imprisonment for a term which shall not be less than six months extending up to 10 years (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 ₹ 1.00 million or 1.00% 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 ₹ 2.00 million or with both.

Consents

Consents in writing of (a) the Selling Shareholders, our Directors, our Company Secretary and Compliance Officer, the legal counsel appointed for the Offer, lenders to our Company, the bankers to our Company, the BRLMs and Registrar to the Offer, in their respective capacities, have been obtained; and (b) the Syndicate Members, Bankers to the Offer /Escrow Bank 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 Sections 26 and 32 of the Companies Act, 2013. Further, such consents have not been withdrawn as on the date of this Draft Red Herring Prospectus.

Our Company has received written consent dated September 20, 2018, from the Statutory Auditors namely, S R B C & CO LLP, to include their name as required under Section 26(1) 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 a Statutory Auditor and in respect of their (i) examination report dated September 14, 2018 on our Restated Financial Statements; and (ii) their report dated September 14, 2018 on the Statement of Tax Benefits included in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Expert opinions

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

Our Company has received written consent dated September 20, 2018, from the Statutory Auditors namely, S R B C & CO LLP, to include their name as required under Section 26(1) 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 a Statutory Auditor and in respect of their (i) examination report dated September 14, 2018 on our Restated Financial Statements; and (ii) their report dated September 14, 2018 on the Statement of Tax Benefits included in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.

Offer expenses

For details of the Offer related expenses, see “*Objects of the Offer*” on page 83.

Fees Payable to the Syndicate

The total fees payable to the Syndicate Members (including underwriting and selling commissions), and reimbursement of their out of pocket expenses, will be as stated in the Syndicate Agreement, a copy of which shall be available for inspection at our Registered Office, from 10.00 am to 4.00 p.m. on Working Days from the date of filing the Red Herring Prospectus until the Bid/ Offer Closing Date.

Fees Payable to the Registrar to the Offer

The fees payable to the Registrar to the Offer, including fees for processing of Bid cum Application Forms, data entry, printing of Allotment Advice/CAN, refund order, preparation of refund data on magnetic tape and printing of bulk mailing register, will be as per the Registrar Agreement signed among our Company, the Selling Shareholders and the Registrar to the Offer, a copy of which shall be made available for inspection at our Registered Office from 10:00 am to 5:00 pm on Working Days from the date of the Red Herring Prospectus until the Bid/ Offer Closing Date. The Registrar to the Offer shall be reimbursed for all out-of-pocket expenses including cost of stationery, postage, stamp duty and communication expenses. Adequate funds shall be provided to the Registrar to the Offer to enable it to send refund orders or Allotment Advice.

Public or rights issues by our Company during the last five years

Our Company has not made any public or rights issues during the five years immediately preceding the date of this Draft Red Herring Prospectus.

Commission payable to SCSBs, Registered Brokers, CRTAs and CDPs

For details of the commission payable to SCSBs, Registered Brokers, CRTAs and CDPs, see “*Objects of the Offer*” on page 83.

Commission or brokerage on previous issues

Since this is the initial public offering of the Equity Shares of our Company, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure public subscription for any of our Equity Shares, since the incorporation of our Company.

Previous issues otherwise than for cash

Except as disclosed in “*Capital Structure - Equity Shares issued for consideration other than cash*” on page 71, our Company has not issued any Equity Shares for consideration otherwise than for cash.

Capital issues in the preceding three years

Except as disclosed in “*Capital Structure - Equity Share capital history of our Company*” on page 69, our Company has not made any capital issues during the three years immediately preceding the date of this Draft Red Herring Prospectus.

Performance vis-à-vis objects – Public/rights issue of our Company

Our Company has not undertaken any public issue since its incorporation and except as disclosed in “*Capital Structure*” on page 69, our Company has not undertaken a rights issue in the 10 years immediately preceding the date of this Draft Red Herring Prospectus. Accordingly, the requirement to disclose shortfall in terms of performance vis-a-vis objects for any of the previous issues does not apply to our Company.

Further, we do not have subsidiaries, Group Companies and associate companies.

Outstanding debentures and bonds

Our Company does not have any outstanding debentures, bonds, or other instruments as of the date of this Draft Red Herring Prospectus.

Outstanding Preference Shares

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

Partly paid-up shares

As on the date of this Draft Red Herring Prospectus, there are no partly paid-up Equity Shares.

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 three 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 the BRLMs for any complaint pertaining to the Offer. All grievances, other than by Anchor Investors, may be addressed to the Registrar to the Offer, with a copy to the relevant Designated Intermediary, with whom the ASBA Form was submitted, quoting the full name of the sole or first Bidder, ASBA Form number, Bidders’ DP ID, Client ID, PAN, address of the Bidder, number of Equity Shares applied for, date of ASBA Form, name and address of the relevant Designated Intermediary, where the Bid was submitted and ASBA Account number in which the amount equivalent to the Bid Amount was blocked. Further, the Bidder shall enclose the

Acknowledgement Slip or provide the acknowledgement number received from the Designated Intermediaries in addition to the documents/information mentioned hereinabove.

All grievances of the Anchor Investors may be addressed to the Registrar to the Offer, giving full details such as the name of the sole or first Bidder, Bid cum Application Form number, Bidders DP' ID, Client ID, PAN, date of the Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for, Bid amount paid on submission of the Bid cum Application Form and the name and address of the BRLMs where the Bid cum Application Form was submitted by the Anchor Investor. Bidders can contact the Compliance Officer or the Registrar to the Offer in case of any pre- Offer or post- Offer related problems such as non-receipt of letters of Allotment, non-credit of Allotted Equity Shares in the respective beneficiary account, non-receipt of refund intimations and non-receipt of funds by electronic mode.

Our Company, the Selling Shareholders, BRLMs and the Registrar 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.

Our Company has not received any investor complaint during the three years preceding the date of this Draft Red Herring Prospectus and there are no outstanding investor complaints against our Company as on the date of this Draft Red Herring Prospectus.

Disposal of investor grievances by our Company

We estimate that the average time required by our Company and/or the Registrar to the Offer for the redressal of routine investor grievances shall be seven Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

Our Company has appointed Rupa Desai, Company Secretary, as the Compliance Officer and she may be contacted in case of any pre- Offer or post- Offer related problems, at the address set forth hereunder.

Rupa Desai

Inventia Healthcare Limited

Unit 703 and 704, 7th floor,
Hubtown Solaris, N S Phadke Marg,
Andheri (East), Mumbai - 400 069
Tel: +91 22 6717 3000
Fax: +91 22 6716 3100
E-mail: investors@inventiahealthcare.com

The Selling Shareholders have authorised the Compliance Officer of our Company and the Registrar to the Offer to redress any complaints received from Bidders in respect of the Offer for Sale.

Further, our Board has constituted a Stakeholders' Relationship Committee comprising our Directors, Nipun Mehta, Ankur Shah and Vishal Shah, which is responsible for redressal of grievances of the security holders of our Company. For more information, see "*Our Management - Committees of the Board - Stakeholders' Relationship Committee*" on page 153.

Disposal of investor grievances by listed companies under the same management

As on the date of this Draft Red Herring Prospectus, none of the companies under the same management as of our Company are listed on any stock exchange. Accordingly, the requirement to disclose details of investor grievances by listed companies under the same management as our Company, does not apply.

Changes in Auditors

Except as disclosed below there has been no change in the statutory auditors during the three years immediately preceding the date of this Draft Red Herring Prospectus:

Name of the Auditors	Date of change	Reason for change
S. R. Batliboi & Associates LLP	June 13, 2014	Did not offer themselves for reappointment

Capitalisation of reserves or profits

Our Company has not capitalised its reserves or profits at any time during the last five years preceding the date of this Draft Red Herring Prospectus.

Revaluation of assets

Our Company has not revalued its assets at any time during the last five years preceding the date of filing this Draft Red Herring Prospectus.

SECTION VII – OFFER RELATED INFORMATION

OFFER STRUCTURE

The Offer comprises up to [●] Equity Shares, at an Offer Price of ₹ [●] per Equity Share for cash, including a premium of ₹ [●] per Equity Share, aggregating up to ₹ [●] million, comprising of Fresh Issue up to [●] Equity Shares aggregating up to ₹ 1,250 million by our Company and an Offer for Sale of up to 3,164,000 Equity Shares by the Selling Shareholders aggregating up to ₹ [●] million. The Offer will constitute up to [●]% of the post-Offer paid-up Equity Share capital of our Company.

The face value of the Equity Shares is ₹ 10 each.

The Offer is being made through the Book Building Process.

Particulars	QIBs*	Non-Institutional Investors	Retail Individual Investors
Number of Equity Shares available for allocation**	Not more than [●] Equity Shares	Not less than [●] Equity Shares or Offer less allocation to QIBs and Retail Individual Investors	Not less than [●] Equity Shares or Offer less allocation to QIBs and Non-Institutional Investors
Percentage of Offer size available for allocation/ Allotment	Not more than 50% of the Offer will be available for allocation to QIBs. However, 5% of the QIB Portion, excluding the Anchor Investor Portion, will be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the 5% reservation portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion in the Mutual Fund Portion will be available for allocation to QIBs.	Not less than 15% of the Offer or Offer less allocation to QIBs and Retail Individual Investors	Not less than 35% of the Offer or the Offer less allocation to QIBs and Non-Institutional Investors
Basis of Allotment if respective category is oversubscribed	Proportionate as follows (excluding the Anchor Investor Portion): (a) Not more than [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds; and (b) Not more than [●] Equity Shares will be available for allocation on a proportionate basis to all other QIBs including Mutual Funds receiving allocation as per (a) above. Our Company and the Selling Shareholders may, in consultation with the BRLMs, allocate up to 60% of the QIB Portion to Anchor Investors at the Anchor Investor Allocation Price on a discretionary basis, out of which at least one-third will be available for allocation to Mutual Funds only.	Proportionate	Allotment to each Retail Individual Investor 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 more information, see “Offer Procedure” on page 343
Mode of Bidding	Through ASBA process only (other than Anchor Investors)		

Particulars	QIBs*	Non-Institutional Investors	Retail Individual Investors
Minimum Bid	Such number of Equity Shares so that the Bid Amount exceeds ₹200,000 and in multiples of [●] Equity Shares thereafter	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹200,000	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Maximum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceed the Offer, subject to applicable limits	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid does not exceed the Offer Size, subject to applicable limits	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹200,000
Mode of Allotment	Compulsorily in dematerialized form		
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter		
Allotment Lot	[●] Equity Shares and in multiples of one Equity Share thereafter	[●] Equity Shares and in multiples of one Equity Share thereafter subject to availability in the Retail Category	
Trading Lot	One Equity Share		
Who can Apply***	Public financial institutions specified in Section 2(72) of the Companies Act, 2013 FPIs (other than category III FPIs), scheduled commercial banks, mutual funds registered with the SEBI, venture capital funds registered with SEBI, VCFs, AIFs, state industrial development corporations, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with a minimum corpus of ₹250 million, pension funds with a minimum corpus of ₹250 million, the National Investment Fund set up by the Government of India, insurance funds set up and managed by the army, navy, or air force of the Union of India and insurance funds set up and managed by the Department of Posts, India and Systemically Important Non-Banking Financial Companies.	Resident Indian individuals, HUFs (in the name of Karta), companies, corporate bodies, Eligible NRIs, societies and trusts and Category III FPIs registered with SEBI.	Resident Indian individuals, HUFs (in the name of the Karta) and Eligible NRIs.
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.</p> <p>In case of all other Bidders: Full Bid Amount shall be blocked by the SCSBs in the bank account of the Bidders (other than Anchor Investors) that is specified in the Bid cum Application Form at the time of the submission of the Bid cum Application Form.</p>		

* Our Company and the Selling Shareholders may, in consultation with the BRLMs, allocate up to 60% of the QIB Portion to Anchor Investors, on a discretionary basis, subject to there being (i) a maximum of two Anchor Investors, where allocation in the Anchor Investor Portion is up to ₹100 million, (ii) minimum of two and maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹100 million but up to ₹2,500 million under the Anchor Investor Portion, subject to a minimum Allotment of ₹50 million per Anchor Investor, and (iii) in case of allocation above ₹2,500 million under the Anchor Investor Portion, a minimum of five investors and a maximum of 15 Anchor Investors for allocation up to ₹2,500 million, and an additional 10 Anchor Investors for every additional ₹2,500 million or part thereof will be permitted, subject to minimum allotment of ₹50 million per Anchor Investor. An Anchor Investor will make a minimum Bid of

such number of Equity Shares, that the Bid Amount is at least ₹100 million. One-third of the Anchor Investor Portion will be reserved for domestic Mutual Funds, subject to valid Bids being received at or above the price at which allocation is being made to other Anchor Investors.

****This Offer is being made through the Book Building Process wherein not more than 50% of the Offer will be available for allocation to QIBs on a proportionate basis, provided that the Anchor Investor Portion may be allocated on a discretionary basis. Further, not less than 15% of the Offer will be available for allocation on a proportionate basis to Non-Institutional Investors subject to valid Bids being received at or above the Offer Price. Further, not less than 35% of the Offer will be available for allocation to Retail Individual Investors in accordance with 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 Portion, would be met with spill-over from any other category or categories, as applicable, on a proportionate basis, subject to applicable laws.**

***** 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 depository account held in joint names. The signature of only the first Bidder would be required in the Bid cum Application Form and such first Bidder would be deemed to have signed on behalf of the joint holders.**

****** Full Bid Amount shall be payable by the Anchor Investors at the time of submission of the Anchor Investor Application Form, provided that any difference between the price at which allocation is made 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.**

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.

TERMS OF THE OFFER

The Equity Shares offered and Allotted in the Offer will be subject to the provisions of the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the SCRA, the SCRR, the Memorandum of Association, the Articles of Association, the terms of the Red Herring Prospectus and the Prospectus, the abridged prospectus, the Bid cum Application Form, the Revision Form, any other terms and conditions as may be incorporated in the CAN, Allotment Advice and other documents and certificates that may be executed in respect of the Offer. The Equity Shares will also be subject to all applicable laws, guidelines, rules, notifications and regulations relating to issue of capital and offer for sale and listing and trading of securities, issued from time to time, by the SEBI, GoI, Stock Exchanges, the RoC, the RBI and/or other authorities to the extent applicable or such other conditions as maybe prescribed by such governmental, statutory and/or regulatory authority while granting approval for the Offer.

Offer Expenses

The Offer comprises a Fresh Issue and an Offer for Sale by the Selling Shareholders. Other than listing fees, which will be paid by our Company, all other Offer related expenses shall be shared amongst the Company and the Selling Shareholders, as agreed between them in compliance with applicable law, upon successful completion of the Offer. Any payments made by our Company in relation to the Offer on behalf of the Selling Shareholders shall be reimbursed by the Selling Shareholders as agreed between our Company and the Selling Shareholders.

Ranking of Equity Shares

The Equity Shares being offered and transferred in the Offer will be subject to the provisions of the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the SCRA, the SCRR, the Memorandum of Association and the Articles of Association and will rank *pari passu* with the existing Equity Shares, including in respect of dividends and other corporate benefits, if any, declared by our Company after the date of Allotment in accordance with Companies Act and Articles of Association. For more information, see “*Main Provisions of the Articles of Association*” on page 390.

Mode of Payment of Dividend

Our Company will pay dividends, if declared, to our Shareholders, as per the provisions of the Companies Act, the SEBI Listing Regulations, our Memorandum of Association and the Articles of Association, and any guidelines or directives that may be issued by the GoI in this respect. Any dividends declared by our Company, after the date of Allotment, will be payable to the Allottees for the entire year, in accordance with applicable law. For more information, see “*Dividend Policy*” and “*Main Provisions of our Articles of Association*” on pages 161 and 390, respectively.

Face Value and Price Band

The face value of each Equity Share is ₹10. At any given point of time there will be only one denomination for the Equity Shares. The Floor Price of Equity Shares is ₹[●] per Equity Share and the Cap Price is ₹[●] per Equity Share. The Anchor Investor Offer Price is ₹[●] per Equity Share.

The Price Band and the minimum Bid Lot size will be decided by our Company and the Selling Shareholders in consultation with the BRLMs and each shall be published at least five Working Days prior to the Bid/ Offer Opening Date, in all editions of [●] (a widely circulated English national daily newspaper), all editions of [●] (a widely circulated Hindi national daily newspaper) and [●] edition of [●] (a widely circulated Marathi newspaper, Marathi being the regional language of Maharashtra where our Registered Office is located), and shall be made available to the Stock Exchanges for the purpose of uploading on their websites. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price shall be pre-filled in the Bid-cum-Application Forms available at the website of the Stock Exchanges.

Rights of the Shareholder

Subject to applicable laws, rules, regulations and guidelines and our Articles of Association, the Shareholders will have the following rights:

- to receive dividend, if declared;

- to attend general meetings and exercise voting powers, unless prohibited by law;
- to vote on a poll either in person or by proxy and e-voting;
- to receive offers for rights shares and be allotted bonus shares, if announced;
- to receive any surplus on liquidation subject to any statutory and preferential claims being satisfied;
- of free transferability of their Equity Shares, subject to applicable law; and
- such other rights as may be available to a shareholder of a listed public company under the Companies Act, 2013, the terms of the SEBI Listing Regulations and our Memorandum of Association and Articles of Association.

For a detailed description of the main provisions of our Articles of Association relating to voting rights, dividend, forfeiture, lien, transfer, transmission, consolidation and splitting, see “*Main Provisions of the Articles of Association*” on page 390.

Compliance with disclosure and accounting norms

Our Company shall comply with all applicable disclosure and accounting norms as specified by SEBI from time to time.

Market Lot and Trading Lot

In terms of Section 29 of the Companies Act, 2013, the Equity Shares will be Allotted only in dematerialised form.

As per the SEBI ICDR Regulations, the trading of our Equity Shares will only be in dematerialised form.

Since trading of our Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in the Offer shall be only in dematerialised form in multiples of one Equity Share subject to minimum Allotment of [●] Equity Shares. For the method of Basis of Allotment, see “*Offer Procedure*” on page 343.

Joint Holders

Subject to the provisions of our Articles of Association, where two or more persons are registered as the holders of any Equity Shares, they will be deemed to hold such Equity Shares as joint tenants with benefits of survivorship.

Jurisdiction

Exclusive jurisdiction for the purpose of the Offer is with the competent courts/authorities in Mumbai.

Period of operation of subscription list

See “– *Bid/ Offer Period*” on page 341.

Nomination facility to investors

In accordance with Section 72 of the Companies Act, 2013, read with the Companies (Share Capital and Debentures) Rules, 2014, as amended, the sole or first Bidder, with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, will vest, to the exclusion of all other person, unless the nomination is varied or cancelled in the prescribed manner. A nominee entitled to the Equity Shares by reason of the death of the original holder(s), will, in accordance with Section 72 of the Companies Act, 2013, be entitled to the same benefits to which he or she will be entitled if he or she were the registered holder of the Equity Shares. Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of the holder’s death during minority. A nomination shall stand rescinded upon a sale or transfer of Equity Shares by the holder of such Equity Shares. A nomination may be cancelled or varied by nominating any other person in place of the present nominee, by the holder of the Equity Shares who has made the nomination, by giving a notice of such cancellation or variation to our Company

in the prescribed form. A fresh nomination can be made only on the prescribed form, which is available on request at our Registered Office or with the CRTA of our Company.

Further, any person who becomes a nominee by virtue of Section 72 of the Companies Act, 2013, as amended, will, on the production of such evidence as may be required by our Board, elect either:

- to register himself or herself as holder of Equity Shares; or
- to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, our Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, our Board may thereafter withhold payment of all dividend, bonuses or other monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment of Equity Shares in the Offer will be made only in dematerialised form, there is no need to make a separate nomination with our Company. Nominations registered with the respective Depository Participant of the Bidder will prevail. If Bidders want to change their nomination, they are advised to inform their respective Depository Participant.

Minimum Subscription

If our Company does not receive (i) the minimum subscription of 90% of the Fresh Issue; and (ii) a subscription in the Offer equivalent to at least 25% post-Offer paid up Equity Share capital of our Company (in terms of Rule 19(2)(b)(i) of the SCRR, including through devolvement to the Underwriters, as applicable, within sixty (60) days from the date of Bid/ Offer Closing Date, our Company shall forthwith refund the entire subscription amount received. In case of delay, if any, in refund within such timeline as prescribed under applicable laws, our Company shall be liable to pay interest on the application money, in accordance with applicable law. However, subject to applicable law, the Selling Shareholders shall not be liable to reimburse any expenses towards refund or any interest thereon in respect to Allotment of the Offered Shares or otherwise (in which case our Company shall be responsible for payment of such interest), unless the failure or default or delay, as the case may be, is solely on account of the Selling Shareholders. The requirement for minimum subscription is not applicable for the Offer for Sale.

Further, in accordance with Regulation 26(4) of the SEBI ICDR Regulations, our Company shall ensure that the number of prospective allottees to whom the Equity Shares will be Allotted will be not less than 1,000.

In the event of an undersubscription in the Offer, subject to receipt of minimum subscription for 90% of the Fresh Issue and complying with Rule 19(2)(b)(i) of the SCRR, our Company and the BRLMs shall first ensure Allotment of Equity Shares offered pursuant to the Fresh Issue, followed by Allotment of Equity Shares offered by the Investor Selling Shareholder and then Allotment of Equity Shares offered by the Promoter Selling Shareholders (on a proportionate basis).

Arrangement for disposal of odd lots

Since our Equity Shares will be traded in dematerialised form only and the market lot for our Equity Shares will be one Equity Share, no arrangements for disposal of odd lots are required.

Restriction on transfer and transmission of shares

Except for lock-in of pre- Offer equity shareholding, Minimum Promoters' Contribution and lock-in of shares Allotted to Anchor Investor, as detailed in "*Capital Structure*" on page 69, and except as provided in our Articles as detailed in "*Main Provisions of Articles of Association*" on page 390, there are no restrictions on transfers and transmission of Equity Shares and or/on their consolidation/splitting.

Option to receive Equity Shares in dematerialised form

Allotment of Equity Shares to successful Bidders will only be in the dematerialised 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 dematerialised segment of the Stock Exchanges.

Withdrawal of the Offer

Our Company and the Selling Shareholders, in consultation with the BRLMs, reserve the right not to proceed with the Offer after the Bid/ Offer Opening Date but before the Allotment. If our Company and the Selling Shareholders withdraw the Offer, our Company will issue a public notice within two days from the Bid/ Offer Closing Date or such time as may be prescribed by SEBI, providing reasons for not proceeding with the Offer. The BRLMs, through the Registrar to the Offer, will instruct the SCSBs to unblock the ASBA Accounts within one Working Day from the day of receipt of such instruction. The notice of withdrawal will be issued in the same newspapers where the pre- Offer advertisements have appeared, and the Stock Exchanges will also be informed promptly. If the Offer is withdrawn after the Designated Date, amounts that have been credited to the Public Offer Account shall be transferred to the Refund Account.

Notwithstanding the foregoing, this Offer is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and within six Working Days of the Bid/Offer Closing Date and (ii) the final RoC approval of the Prospectus after it is filed with the RoC. If our Company and the Selling Shareholders, in consultation with the BRLMs, withdraw the Offer after the Bid/ Offer Closing Date and thereafter determine that it will proceed with a public offering of Equity Shares, a fresh draft red herring prospectus will be filed and/or submitted with SEBI and the Stock Exchanges.

Bid/ Offer Period

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

* Our Company and the Selling Shareholders, in consultation with the BRLMs may consider participation by Anchor Investors. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid/ Offer Opening Date.

** Our Company and the Selling Shareholders may, in consultation with the BRLMs, decide to close the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date.

An indicative timetable in respect of the Offer is set out below:

FINALISATION OF BASIS OF ALLOTMENT WITH THE DESIGNATED STOCK EXCHANGE	On or about [●]
INITIATION OF REFUNDS FOR ANCHOR INVESTORS/UNBLOCKING OF FUNDS	On or about [●]
CREDIT OF EQUITY SHARES TO DEPOSITORY ACCOUNTS OF ALLOTTEES	On or about [●]
COMMENCEMENT OF TRADING OF THE EQUITY SHARES ON THE STOCK EXCHANGES	On or about [●]

The above timetable is indicative in nature and does not constitute any obligation or liability on our Company, the Selling Shareholders, or the BRLMs.

While our Company shall ensure that listing and trading of our Equity Shares on the Stock Exchanges commences within six Working Days of the Bid/ Offer Closing Date, or such other period as may be prescribed by SEBI with such reasonable support and co-operation of Selling Shareholders, as may be required in respect of their respective Offered Shares, the timetable may be subject to change for various reasons, including extension of Bid/ Offer Period by our Company due to revision of the Price Band, any delays in receipt of final listing and trading approvals from the Stock Exchanges, delay in receipt of final certificates from SCSBs, etc. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges in accordance with applicable law.

The Selling Shareholders confirm that they shall extend complete cooperation as may be required by our Company and the BRLMs for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within six Working Days from the Bid/ Offer Closing Date or such other period as may be prescribed by SEBI.

Submission of Bids (other than Bids from Anchor Investors):

BID/ OFFER PERIOD (EXCEPT THE BID/ OFFER CLOSING DATE)	
Submission and revision in Bids	Only between 10 A. M. and 5 P.M. IST
BID/ OFFER CLOSING DATE	
Submission and revision in Bids	Only between 10 A. M. and 3 P.M. IST

On the Bid/Offer Closing Date, the Bids shall be uploaded until:

- (i) 4.00 P.M. IST in case of Bids by QIBs and Non-Institutional Bidders, and
- (ii) until 5 P.M. IST or such extended time as permitted by the Stock Exchanges, in case of Bids by Retail Individual Bidders

On the Bid/ Offer Closing Date, extension of time may be granted by the Stock Exchanges only for uploading Bids received from Retail Individual Investors after taking into account the total number of Bids received up to closure of timings for acceptance of Bid cum Application Forms as stated herein and reported by the BRLMs to the Stock Exchanges. Due to limitation of time available for uploading Bids on the Bid/ Offer Closing Date, Bidders are advised to submit Bids one day prior to the Bid/ Offer Closing Date and, in any case, no later than 3.00 p.m. (Indian Standard Time) on the Bid/ Offer Closing Date. If a large number of Bids are received on the Bid/ Offer Closing Date, as is typically experienced in public issues, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded on the electronic bidding system will not be considered for allocation in the Offer. It is clarified that Bids not uploaded on the electronic bidding system or in respect of which the full Bid Amount is not blocked by the SCSBs would be rejected. Our Company, the Selling Shareholders and the members of Syndicate will not be responsible for any failure in uploading Bids due to faults in any hardware/software system or otherwise. Bids will be accepted only on Working Days. Bidders may please note that as per letter no. List/smd/sm2006 dated July 3, 2006 and letter no. NSE/IPO/25101-6 dated July 6, 2006, issued by the BSE and NSE respectively, Bids and any revisions in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges.

Our Company and the Selling Shareholders, in consultation with the BRLMs, reserve the right to revise the Price Band during the Bid/ Offer Period, in accordance with the SEBI ICDR Regulations, provided that the Cap Price will be less than or equal to 120% of the Floor Price and the Floor Price will not be less than the face value of the Equity Shares. Subject to compliance with the foregoing, the Floor Price may move up or down to the extent of 20% of the Floor Price and the Cap Price may be revised accordingly. The Floor Price shall not be less than the face value of Equity Shares.

In case of any revision in the Price Band, the Bid/ Offer Period will be extended for at least three additional Working Days after such revision of the Price Band subject to the total Bid/ Offer Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/ Offer Period, if applicable, will be widely disseminated by notification to the Stock Exchanges by issuing a press release and by indicating the change on the websites of the BRLMs and terminals of the Syndicate members. However, in case of revision in the Price Band, the Bid Lot shall remain the same.

In case of discrepancy in data entered in the electronic book vis-à-vis data contained in the Bid cum Application Form for a particular Bidder, the details as per the Bid file received from the Stock Exchanges may be taken as the final data for the purpose of Allotment.

OFFER PROCEDURE

All Bidders should review the General Information Document for Investing in Public Issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013 notified by SEBI and updated pursuant to among others the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 as amended and modified by the circular (CIR/CFD/DIL/1/2016) dated January 1, 2016 and the circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016 notified by SEBI (“General Information Document”) included below under sub-section titled “– Part B - General Information Document”, which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the SCRA, the SCRR and the SEBI ICDR Regulations. The General Information Document has been updated to reflect amendments to the SEBI ICDR Regulations and provisions of the Companies Act, 2013, to the extent applicable to a public issue and any other enactments and regulations. The General Information Document is also available on the websites of the Stock Exchanges and the BRLMs. Please refer to the relevant provisions of the General Information Document which are applicable to the Offer. All Designated Intermediaries in relation to the Offer should ensure compliance with the SEBI circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015, as amended and modified by the SEBI circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, in relation to clarifications on streamlining the process of public issue of equity shares and convertibles.

Our Company, the Selling Shareholders and the members of the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section and the General Information Document section and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws and do not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or as specified in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus.

PART A

Book Building Procedure

The Offer is being made in terms of Rule 19(2)(b)(i) of the SCRR read with Regulation 41 of the SEBI ICDR Regulations, through the Book Building Process and in compliance with Regulation 26(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Offer shall be Allotted to QIBs on a proportionate basis, provided that our Company and the Selling Shareholders, in consultation with the BRLMs, may allocate up to 60% of the QIB Portion to Anchor Investors, on a discretionary basis, of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from 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 to Mutual Funds only and the remainder of the Net QIB Portion, including any unsubscribed portion of the reservation for Mutual Funds, if any, 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. Further, not less than 15% of the Offer will be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Offer will be available for allocation to Retail Individual Investors, in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price. All Bidders (except Anchor Investors) shall mandatorily participate in this Offer only through the ASBA process and shall provide details of their respective bank account in which the Bid amount will be blocked by the SCSBs. Anchor Investors are not permitted to participate in the Anchor Investor Portion through the ASBA process.

Under-subscription, if any, in any category, except in QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories, at the discretion of our Company and the Selling Shareholders in consultation with the BRLMs and Designated Stock Exchange.

The Equity Shares, on Allotment, shall be traded only in dematerialised segment of the Stock Exchanges.

Bidders should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialised form. The Bid cum Application Forms which do not have the details of the Bidders’ depository account, including DP ID, Client ID and PAN, shall be treated as incomplete and will be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form.

Bid cum Application Form

Copies of the ASBA Forms and the abridged prospectus will be available with the Designated Intermediaries at relevant Bidding Centres and at our Registered Office. An electronic copy of ASBA Forms will also be available for download on the websites of NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to the Bid/ Offer Opening Date.

For Anchor Investors, the Anchor Investor Application Forms will be available at the offices of the BRLMs.

Bidders (other than Anchor Investors) must compulsorily use the ASBA process to participate in the Offer. Anchor Investors are not permitted to participate in this Offer through the ASBA process.

Bidders (other than Anchor Investors) must provide bank account details and authorisation by the ASBA bank account holder to block funds in their respective ASBA Accounts in the relevant space provided in the Bid cum Application Form and the Bid cum Application Form that does not contain such detail are liable to be rejected.

Further, such Bidders (other than Anchor Investors) shall ensure that the Bids are submitted at the Bidding Centres only on Bid cum Application Forms bearing the stamp of a Designated Intermediary (except in case of electronic Bid-cum-Application Forms) and Bid cum Application Forms not bearing such specified stamp may be liable for rejection. Bidders must ensure that the ASBA Account has sufficient credit balance such that an amount equivalent to the full Bid Amount can be blocked by the SCSB at the time of submitting the Bid.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians and Eligible NRIs applying on a non-repatriation basis [^]	White
FPIs applying on a repatriation basis	Blue
Anchor Investors**	White

* Excluding electronic Bid cum Application Forms

**Bid cum Application Forms for Anchor Investors will be made available at the office of the BRLMs.

[^] Electronic Bid cum Application forms will also be available for download on the website of NSE (www.nseindia.com) and BSE (www.bseindia.com).

Designated Intermediaries (other than SCSBs) shall submit/deliver the Bid cum Application Form to the respective SCSB, where the Bidder has a bank account and shall not submit it to any non-SCSB bank or any Escrow Bank.

Who can Bid?

In addition to the category of Bidders set forth under the section “*General Information Document for Investing in Public Issues – Category of Investors Eligible to Participate in an Offer*” on page 357, any other persons eligible to Bid in the Offer under the applicable laws, rules, regulations, guidelines, and policies .

Participation by associates and affiliates of the BRLMs and the Syndicate Members, Promoters, Promoter Group and persons related to Promoter/Promoter Group/BRLMs

The BRLMs and the Syndicate Members shall not be allowed to purchase the Equity Shares in any manner, except towards fulfilling their underwriting obligations. However, the respective associates and affiliates of the BRLMs and the Syndicate Members may purchase Equity Shares in the Offer, either in the QIB Portion or in the Non-Institutional Portion as may be applicable to such Bidders, and such Bid subscription may be on their own account or on behalf of their clients. All categories of investors, including respective associates or affiliates of the BRLMs and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Neither the BRLMs nor and any persons related to the BRLMs (except Mutual Funds sponsored by entities related to the BRLMs) cannot apply in the Offer under the Anchor Investor Portion.

The Promoter and members of the Promoter Group will not participate in the Offer except to the extent of the Offered Shares.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged with the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid without assigning any reason therefore. Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

In case of a Mutual Fund, a separate Bid may be made in respect of each scheme of a Mutual Fund registered with the SEBI and such Bids in respect of more than one scheme of a Mutual Fund will not be treated as multiple Bids, provided that such Bids clearly indicate the scheme for which the Bid is submitted.

No Mutual Fund scheme shall invest more than 10% of its net asset value in equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in case of index funds or sector or industry specific scheme. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

Bids by Eligible NRIs

In accordance with the FEMA Regulations, participation by non-residents in the Offer is restricted to participation by Eligible NRIs only on non-repatriation basis under Schedule 4 of the FEMA Regulations, in accordance with applicable law, subject to limit of the individual holding of an NRI below 5% of the post- Offer paid-up capital of our Company and the aggregate limit for NRI investment to 10% of the post- Offer paid-up capital of our Company. For details of restrictions on investment by NRIs, see "*Restrictions on Foreign Ownership of Indian Securities*" beginning on page 388.

Eligible NRIs may obtain copies of Bid cum Application Form from the offices of Designated Intermediaries. Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRI Bidders bidding on a non-repatriation basis using Resident Forms should authorise their SCSSB to block their Non-Resident Ordinary accounts for the full Bid Amount, at the time of submission of the Bid cum Application Form.

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents (white in colour).

Bids by FPIs

In terms of the SEBI FPI Regulations, the issue of equity shares to a single FPI or an investor group (which means the same set of ultimate beneficial owner(s) investing through multiple entities) must be below 10% of the post-issue equity share capital of a company. Further, in terms of FEMA Regulations, the total holding by each FPI shall be below 10% of the total paid-up equity share capital of a company and the total holdings of all FPIs put together shall not exceed 24% of the paid-up equity share capital of a company. In terms of FEMA, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included. The aggregate limit of 24% may be increased up to the sectoral cap by way of a resolution passed by the board of directors followed by a special resolution passed by the shareholders of a company.

Further, in terms of the FEMA, the total holding by each FPI shall be below 10% of the total paid-up Equity Share capital of our Company and the total holdings of all FPIs put together shall not exceed 24% of our paid-up Equity Share capital. The aggregate limit for FPI investment of 24% has been increased to 49% by way of a resolution passed by our Board in its meeting held on September 14, 2018 followed by a special resolution passed by the Shareholders in their extraordinary general meeting held on September 15, 2018.

Eligible FPIs are permitted to participate in the Offer subject to compliance with conditions and restrictions which may be specified by the Government and other regulatory authorities from time to time.

In terms of FEMA 20, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included.

Additionally, the aggregate foreign portfolio investment up to 49% of the paid-up capital on a fully diluted basis or the sectoral/statutory cap, whichever is lower, does not require Government approval or compliance of sectoral conditions as the case may be, if such investment does not result in transfer of ownership and control of the

resident Indian company from resident Indian citizens or transfer of ownership or control to persons resident outside India. Other investments by a person resident outside India will be subject to conditions of Government approval and compliance of sectoral conditions as laid down in these regulations.

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. The FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for non-residents. Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 22 of the SEBI FPI Regulations, an FPI, other than Category III foreign portfolio investor and unregulated broad based funds, which are classified as Category II foreign portfolio investor by virtue of their investment manager being appropriately regulated, may issue, 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 an FPI against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; (ii) such offshore derivative instruments are issued after compliance with 'know your client' norms; and (iii) such offshore derivative instruments shall not be issued to or transferred to persons who are resident Indians or NRIs and to entities beneficially owned by resident Indians or NRIs. An FPI is also required to ensure, *inter alia*, that no further issue or transfer of any offshore derivative instrument is made by or on behalf of it to any persons that are not regulated by an appropriate foreign regulatory authority.

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 22(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.

Further, where an investor has investments as FPI and also holds positions as an overseas direct investment subscriber, investment restrictions under the SEBI FPI Regulations shall apply on the aggregate of FPI investments and overseas direct investment positions held in the underlying Indian company.

Bids by SEBI registered VCFs and AIFs

The SEBI VCF Regulations and the SEBI AIF Regulations, *inter-alia*, prescribe the respective investment restrictions on the VCFs and AIFs registered with SEBI. Accordingly, the holding by any individual VCF registered with SEBI, in any company should not exceed 25% of the corpus of the VCF. Further, VCFs can invest only up to 33.33% of the investible funds in various prescribed instruments, including in public offerings.

Category I and II AIFs cannot invest more than 25% of the corpus in one investee company. A category III AIF cannot invest more than 10% of the corpus in one investee company. A VCF registered as a category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than one-third of its investible funds by way of subscription to an initial public offering of a venture capital undertaking. Additionally, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations.

Neither our Company, nor the Selling Shareholders nor the BRLMs will be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

There is no reservation for Eligible NRI Bidders, AIFs and FPIs. All Bidders will be treated on the same basis with other categories for the purpose of allocation.

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 reserves the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Bid cum Application Form, failing which our Company in consultation with the BRLMs reserves the right to reject any Bid without assigning any reason.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949 as amended ("**Banking Regulation Act**"), and the 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 banks' own paid-up share capital and reserves, whichever 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. A banking company may hold up to 30% of the paid-up share capital of the investee company with the prior approval of the RBI provided that the investee company is engaged in non-financial activities in which banking companies are permitted to engage under Section 6(1) of the Banking Regulation Act. A banking company would require a prior approval of RBI to make investment in a non-financial services company in excess of 10% of such investee company's paid up share capital as stated in the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016. 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 investee company's paid-up share capital and reserves.

Bids by SCSBs

SCSBs participating in the Offer are required to comply with the terms of the circulars dated September 13, 2012 and January 2, 2013 issued by the SEBI. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for such applications.

Bids by systemically important non-banking financial companies

In case of Bids made by systemically important non-banking financial companies, a certified copy of the certificate of registration issued by the RBI, a certified copy of its last audited financial statements on a standalone basis and a net worth certificate from its statutory auditor(s), must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason thereof. Systemically Important Non-Banking Financial Companies participating in the Offer shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

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 reserves the right to reject any Bid without assigning any reason thereof.

The exposure norms for insurers is prescribed in Regulation 9 of the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016 ("**IRDAI Investment Regulations**") are set forth below:

- (a) equity shares of a company: the lower of 10%* of the investee company's outstanding equity shares (face value) or 10% of the respective fund in case of a life insurer/investment assets in case of a general insurer or a reinsurer;
- (b) the entire group of the investee company: not more than 15% of the respective fund in case of a life insurer or 15% of investment assets in case of a general insurer or a reinsurer or 15% of the investment assets in all companies belonging to the group, whichever is lower; and
- (c) the industry sector in which the investee company operates: not more than 15% of the respective fund of a life insurer or general insurance or 15% of the investment assets, whichever is lower.

The maximum exposure limit, in the case of an investment in equity shares, cannot exceed the lower of an amount of 10% of the investment assets of a life insurer or general insurer and the amount calculated under points (i), (ii) or (iii) above, as the case may be.

**The above limit of 10% shall stand substituted as 15% of outstanding equity shares (face value) for insurance companies with investment assets of ₹2,500,000 million or more and 12% of outstanding equity shares (face value) for insurers with investment assets of ₹500,000 million or more but less than ₹2,500,000 million.*

Insurer companies participating in this Offer shall comply with all applicable regulations, guidelines and circulars issued by the IRDAI from time to time including the IRDAI Investment Regulations.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney by limited companies, corporate bodies, registered societies, eligible FPIs, AIFs, Mutual Funds, insurance companies, insurance funds set up by the army, navy or air force of the Union of India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with minimum corpus of ₹250 million and pension funds with a minimum corpus of ₹250 million, in each case, subject to applicable law and in accordance with their respective constitutional documents a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws as applicable must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Company in consultation with the BRLMs, in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that our Company, in consultation with the BRLMs, may deem fit, without assigning any reasons thereof.

Bids by Anchor Investors

For details in relation to Bids by Anchor Investors, see “Offer Procedure – Part B – General Information Document for Investing in Public Offer” on page 354.

Bids by provident funds/pension funds

In case of Bids made by provident funds/pension funds, subject to applicable laws, with minimum corpus of ₹250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/pension fund must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason therefor.

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.

The Equity Shares offered in the Offer have not been and will not be registered, listed or otherwise qualified in any jurisdiction except India and may not be offered or sold to persons outside of India except in compliance with the applicable laws of each such jurisdiction. In particular, the Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”), or the laws of any state of the United States and may not be offered or sold in the United States (as defined in Regulation S under the U.S. Securities Act (“Regulation S”)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. The Equity Shares are being offered and sold only outside the United States pursuant to Regulation S.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the members of Syndicate are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable laws or regulation or as specified in this Draft Red Herring Prospectus.

In accordance with existing regulations issued by the RBI, OCBs cannot participate in the Offer.

Pre-Offer Advertisement

Subject to Section 30 of the Companies Act, 2013, our Company will, after registering the Red Herring Prospectus with the RoC, publish a pre- Offer advertisement, in the form prescribed by the SEBI ICDR Regulations, in [●] edition of [●] (a widely circulated English national daily newspaper), [●] edition of [●] (a widely circulated Hindi national daily newspaper) and [●] edition of [●] (a widely circulated Marathi newspaper, Marathi also being the regional language of Maharashtra where our Registered Office is located). Our Company shall, in the pre- Offer advertisement state the Bid/ Offer Opening Date, the Bid/ Offer Closing Date and the QIB Bid/ Offer Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, 2013, shall be in the format prescribed in Part A of Schedule XIII of the SEBI ICDR Regulations.

Signing of Underwriting Agreement and filing of Prospectus with the RoC

Our Company and the Selling Shareholders intend to enter into an Underwriting Agreement with the Underwriters on or immediately after the finalisation of the Offer Price. After signing the Underwriting Agreement, our Company will file the Prospectus with the RoC, in accordance with applicable law. The Prospectus will contain details of the Offer Price, Anchor Investor Offer Price, Offer size and underwriting arrangements and will be complete in all material respects.

GENERAL INSTRUCTIONS

Please note that QIBs and Non-Institutional Investors are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investors can revise their Bid(s) during the Bid/ Offer Period and withdraw their Bid(s) or lower the size of their Bids in terms of quantity of Equity Shares or the Bid Amount until Bid/ Offer Closing Date. Anchor Investors are not allowed to withdraw their Bids after the Anchor Investor Bidding Date.

Do's:

1. Check if you are eligible to apply as per the terms of the Red Herring Prospectus and under applicable law, rules, regulations, guidelines and approvals;
2. Ensure that you have Bid within the Price Band;
3. Read all the instructions carefully and complete the Bid cum Application Form;
4. Ensure that the details about the PAN, DP ID and Client ID are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in the dematerialised form only;
5. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the Bidding Centre within the prescribed time;
6. If the first applicant is not the ASBA Account holder, ensure that the Bid cum Application Form is signed by the ASBA Account holder;
7. Ensure that you have mentioned the correct ASBA Account number in the Bid cum Application Form;
8. All Bidders (other than Anchor Investors) should submit their Bids through the ASBA process only;
9. Ensure that the signature of the First Bidder in case of joint Bids, is included in the Bid cum Application Forms;
10. 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;
11. Ensure that you request for and receive a stamped acknowledgement of the Bid cum Application Form for all your Bid options from the concerned Designated Intermediary;

12. Ensure that you have funds equal to the Bid Amount in the ASBA Account maintained with the SCSB before submitting the Bid cum Application Form under the ASBA process to any of the Designated Intermediaries;
13. Ensure that you submit revised Bids to the same Designated Intermediary, through whom the original Bid was placed and obtain a revised acknowledgment;
14. With respect to Bids by SCSBs, ensure that you have a separate account in your own name with any other SCSB having clear demarcated funds for applying under the ASBA process and that such separate account (with any other SCSB) is used as the ASBA Account with respect to your Bid;
15. Except for Bids (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of a SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market and (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market. 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;
16. Ensure that Anchor Investors submit their Anchor Investor Application Form only to the BRLMs
17. Ensure that the Demographic Details are updated, true and correct in all respects;
18. Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal;
19. Ensure that the correct investor category and the investor status is indicated in the Bid cum Application Form;
20. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust etc., relevant documents, including a copy of the power of attorney, are submitted;
21. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;
22. Ensure that the depository account is active, the correct DP ID, Client ID and the PAN are mentioned in their Bid cum Application Form and that the name of the Bidder, the DP ID, Client ID and the PAN entered into the online IPO system of the Stock Exchanges by the relevant Designated Intermediary, as applicable, matches with the name, DP ID, Client ID and PAN available in the Depository database;
23. Ensure that while Bidding through a Designated Intermediary, the Bid cum Application Form (other than for Anchor Investors) is submitted to a Designated Intermediary in a Bidding Centre and that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at least one branch at that location for the Designated Intermediary to deposit ASBA Forms (a list of such branches is available on the website of SEBI at www.sebi.gov.in) or such other websites as updated from time to time; and
24. Ensure that you have correctly signed the authorisation/undertaking box in the Bid cum Application Form or have otherwise provided an authorisation to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form at the time of submission of the Bid.

Don'ts:

1. Do not Bid for lower than the minimum Bid size;
2. Do not Bid/revise Bid Amount to less than the Floor Price or higher than the Cap Price;

3. Do not Bid on another Bid cum Application Form or the Anchor Investor Application Form, as the case maybe, after you have submitted a Bid to a Designated Intermediary;
4. Do not pay the Bid Amount in cash, by money order, cheques or demand drafts or by postal order or by stock invest;
5. Do not send Bid cum Application Forms by post; instead submit the same to the Designated Intermediary only;
6. Anchor Investors should not Bid through the ASBA process;
7. Do not submit the Bid cum Application Forms to any non-SCSB bank or our Company;
8. Do not Bid on a physical ASBA Form that does not have the stamp of a Designated Intermediary;
9. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Investors);
10. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the Offer size and/or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of the Red Herring Prospectus;
11. If you are a Non-Institutional Investor or a Retail Individual Investor, do not submit your Bid after 3.00 pm on the Bid/ Offer Closing Date;
12. If you are a QIB, do not submit your Bid after 3.00 p.m. on the QIB Bid/ Offer Closing Date;
13. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process;
14. Do not submit the General Index Register (GIR) number instead of the PAN;
15. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;
16. Do not submit the Bid without ensuring that funds equivalent to the entire Bid Amount are available for blocking in the relevant ASBA Account;
17. Do not submit more than five Bid cum Application Forms per ASBA Account;
18. Do not submit Bids to a Designated Intermediary at a location other than Specified Locations;
19. Do not withdraw your Bid or lower the size of your Bid (in terms of quantity of the Equity Shares or the Bid Amount) at any stage, if you are a QIB or a Non-Institutional Investor;
20. Do not submit Bids on plain paper or on incomplete or illegible Bid cum Application Forms or on Bid cum Application Forms in a colour prescribed for another category of Bidder;
21. 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;
22. Do not Bid on another Bid cum Application Form and the Anchor Investor Application Form, as the case may be, after you have submitted a Bid to any of the Designated Intermediaries;
23. 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); and
24. Do not Bid if you are a FVCI, OCB, multilateral or bilateral financial institution or an NRI applying on a non-repatriation basis.

The Bid cum Application Form is liable to be rejected if any of the above instructions or any other condition mentioned in this Draft Red Herring Prospectus, as applicable, is not complied with.

Payment into Escrow Account

Anchor Investors are not permitted to Bid in the Offer through the ASBA process. Instead, Anchor Investors should transfer the Bid Amount (through direct credit, RTGS or NEFT). The payment instruments for payment into the Escrow Accounts should be drawn in favour of:

- (i) In case of resident Anchor Investors: “[●]”
- (ii) In case of non-resident Anchor Investors: “[●]”

Depository Arrangements

The Allotment of the Equity Shares in the Offer shall be only in a dematerialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode). In this context, tripartite agreements had been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Tripartite Agreement dated December 11, 2008 among NSDL, our Company and the Registrar to the Offer.
- Tripartite Agreement dated September 19, 2018 among CDSL, our Company and Registrar to the Offer.

Undertakings by our Company

Our Company undertakes the following:

- (i) that the complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;
- (ii) that if the Allotment is not made within the prescribed time period under applicable law, the entire subscription amount received will be refunded/unblocked within the time prescribed under applicable law, failing which interest will be due to be paid to the Bidders at the rate prescribed under applicable law for the delayed period;
- (iii) that all steps will be taken for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within six Working Days of the Bid/ Offer Closing Date;
- (iv) that funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the Offer by our Company;
- (v) where refunds (to the extent applicable) are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within the time prescribed under applicable law, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;
- (vi) that if our Company does not proceed with the Offer after the Bid/ Offer Closing Date but prior to Allotment, the reason thereof shall be given as a public notice within two days of the Bid/ Offer Closing Date. The public notice shall be issued in the same newspapers where the pre- Offer advertisements were published. The Stock Exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;
- (vii) that if our Company and the Selling Shareholders, in consultation with the BRLMs, withdraw the Offer after the Bid/ Offer Closing Date, our Company shall be required to file a fresh draft offer document with the SEBI, in the event our Company subsequently decides to proceed with the Offer thereafter;
- (viii) that our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time;
- (ix) that the intimation of credit of securities/refund orders to Eligible NRIs shall be dispatched within specified time;

- (x) that adequate arrangements shall be made to collect all Bid cum Application Forms submitted by Bidders and Anchor Investor Application Form from Anchor Investors; and
- (xi) that no further issue of Equity Shares shall be made until the Equity Shares offered through the Red Herring Prospectus are listed or until the Bid monies are refunded/unblocked in the ASBA Accounts on account of non-listing, under-subscription etc.

Undertakings by each Selling Shareholder

Each Selling Shareholder undertakes the following in respect of itself and its respective portion of the Offered Shares:

- (i) that the Offered Shares are free and clear of any pre-emptive rights, liens, mortgages, charges, pledges or encumbrances and have been held by the respective Selling Shareholder for a period of at least one year prior and, to the extent that such Equity Shares have resulted from a bonus issue, the bonus issue has been on Equity Shares held for a period of at least one year prior to the filing of this Draft Red Herring Prospectus and issued by capitalizing of free reserves of our Company and accordingly are eligible for being offered for sale in accordance with Regulation 26(6) to the date of this Draft Red Herring Prospectus and shall continue to be in dematerialised form at the time of transfer.
- (ii) that it is the legal and beneficial owner of and has full title to its respective portion of the Offered Shares.
- (iii) that it shall provide all reasonable cooperation as requested by our Company and the BRLMs in relation to the completion of the Allotment and dispatch of the Allotment Advice and CAN, if required, and refund orders (as applicable) to the requisite extent of its respective portion of the Offered Shares;
- (iv) that each Selling Shareholder specifically confirms that it shall not have any recourse to the proceeds of the Offer, until final listing and trading approvals have been received from the Stock Exchanges;
- (v) that it shall not 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 in the Offer, and shall not make any payment, direct or indirect, in the nature of discounts, commission, allowance or otherwise to any person who makes a Bid in the Offer, except as permitted under applicable law;
- (vi) that it shall not offer, lend, pledge, create lien, charge, encumber, sell, contract to sell or otherwise transfer or dispose of, directly or indirectly, any of the Equity Shares offered in the Offer for sale;
- (vii) that it will provide such reasonable support and extend such reasonable cooperation as may be required by our Company and the BRLMs in redressal of such investor grievances that pertain to the Equity Shares held by it and being offered pursuant to the Offer; and
- (viii) that it shall take all such steps as may be required to ensure that its respective portion of the Offered Shares are available for transfer in the Offer.

The Selling Shareholders have authorised the Compliance Officer of our Company and the Registrar to the Offer to redress any complaints received from Bidders in respect of the Offer for Sale.

Utilisation of Offer Proceeds

Our Company and the Selling Shareholders, severally and not jointly, specifically confirm and declare (i) that all monies received from the Offer shall be transferred to separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013; and (ii) details of all monies utilised out of the proceeds from the Fresh Issue shall be disclosed, and continue to be disclosed till all the time any part of the proceeds from the Fresh Issue remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised, or the form in which such unutilised monies have been invested.

PART B

GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC ISSUES

This General Information Document highlights the key rules, processes and procedures applicable to public issues in accordance with the provisions of the Companies Act, the SCRA, the SCRR and SEBI ICDR Regulations. Bidders/Applicants should not construe the contents of this General Information Document as legal advice and should consult their own legal counsel and other advisors in relation to the legal matters concerning the Offer. For taking an investment decision, the Bidders/Applicants should rely on their own examination of the Issuer and the Offer and should carefully read the Red Herring Prospectus/Prospectus before investing in the Offer.

SECTION 1: PURPOSE OF THE GENERAL INFORMATION DOCUMENT (GID)

This document is applicable to the public issues undertaken through the Book-Building Process as well as to the Fixed Price Offers. The purpose of the “General Information Document for Investing in Public Issues” is to provide general guidance to potential Bidders/Applicants in IPOs and FPOs, and on the processes and procedures governing IPOs and FPOs, undertaken in accordance with the provisions of the SEBI ICDR Regulations.

Bidders/Applicants should note that investment in equity and equity related securities involves risk and Bidder/Applicant should not invest any funds in the Offer unless they can afford to take the risk of losing their investment. The specific terms relating to securities and/or for subscribing to securities in an Offer and the relevant information about the Issuer undertaking the Offer are set out in the Red Herring Prospectus (“RHP”)/Prospectus filed by the Issuer with the Registrar of Companies. Bidders/Applicants should carefully read the entire RHP/Prospectus and the Bid cum Application Form/Application Form and the Abridged Prospectus of the Issuer in which they are proposing to invest through the Offer. In case of any difference in interpretation or conflict and/or overlap between the disclosure included in this document and the RHP/Prospectus, the disclosures in the RHP/Prospectus shall prevail. The RHP/Prospectus of the Issuer is available on the websites of stock exchanges, on the website(s) of the **BRLM(s)** to the Offer and on the website of Securities and Exchange Board of India (“SEBI”) at www.sebi.gov.in.

For the definitions of capitalised terms and abbreviations used herein Bidders/Applicants may refer to the section “Glossary and Abbreviations”.

SECTION 2: BRIEF INTRODUCTION TO IPOs/FPOs

2.1 Initial public offer (IPO)

An IPO means an offer of specified securities by an unlisted Issuer to the public for subscription and may include an Offer for Sale of specified securities to the public by any existing holder of such securities in an unlisted Issuer.

For undertaking an IPO, an Issuer is *inter-alia* required to comply with the eligibility requirements of in terms of either Regulation 26(1) or Regulation 26(2) of the SEBI ICDR Regulations. For details of compliance with the eligibility requirements by the Issuer Bidders/Applicants may refer to the RHP/Prospectus.

2.2 Further public offer (FPO)

An FPO means an offer of specified securities by a listed Issuer to the public for subscription and may include Offer for Sale of specified securities to the public by any existing holder of such securities in a listed Issuer.

For undertaking an FPO, the Issuer is *inter-alia* required to comply with the eligibility requirements in terms of Regulation 26/27 of SEBI ICDR Regulations. For details of compliance with the eligibility requirements by the Issuer Bidders/Applicants may refer to the RHP/Prospectus.

2.3 Other Eligibility Requirements:

In addition to the eligibility requirements specified in paragraphs 2.1 and 2.2, an Issuer proposing to undertake an IPO or an FPO is required to comply with various other requirements as specified in the SEBI ICDR Regulations, the Companies Act, 2013 (to the extent notified and in effect), the Companies

Act 1956 (to the extent applicable), the SCRR, industry-specific regulations, if any, and other applicable laws for the time being in force.

For details in relation to the above Bidders/Applicants may refer to the RHP/Prospectus.

2.4 Types of Public Issues – Fixed Price Issues and Book Built Issues

In accordance with the provisions of the SEBI ICDR Regulations, an Issuer can either determine the Offer Price through the Book Building Process (“**Book Built Offer**”) or undertake a Fixed Price Offer (“**Fixed Price Offer**”). An Issuer may mention Floor Price or Price Band in the RHP (in case of a Book Built Offer) and a Price or Price Band in the Draft Prospectus (in case of a fixed price Offer) and determine the price at a later date before registering the Prospectus with the Registrar of Companies.

The cap on the Price Band should be less than or equal to 120% of the Floor Price. The Issuer shall announce the Price or the Floor Price or the Price Band through advertisement in all newspapers in which the pre- Offer advertisement was given at least five Working Days before the Bid/ Offer Opening Date, in case of an IPO and at least one Working Day before the Bid/ Offer Opening Date, in case of an FPO.

The Floor Price or the Offer price cannot be lesser than the face value of the securities.

Bidders/Applicants should refer to the RHP/Prospectus or Offer advertisements to check whether the Offer is a Book Built Offer or a Fixed Price Offer.

2.5 OFFER PERIOD

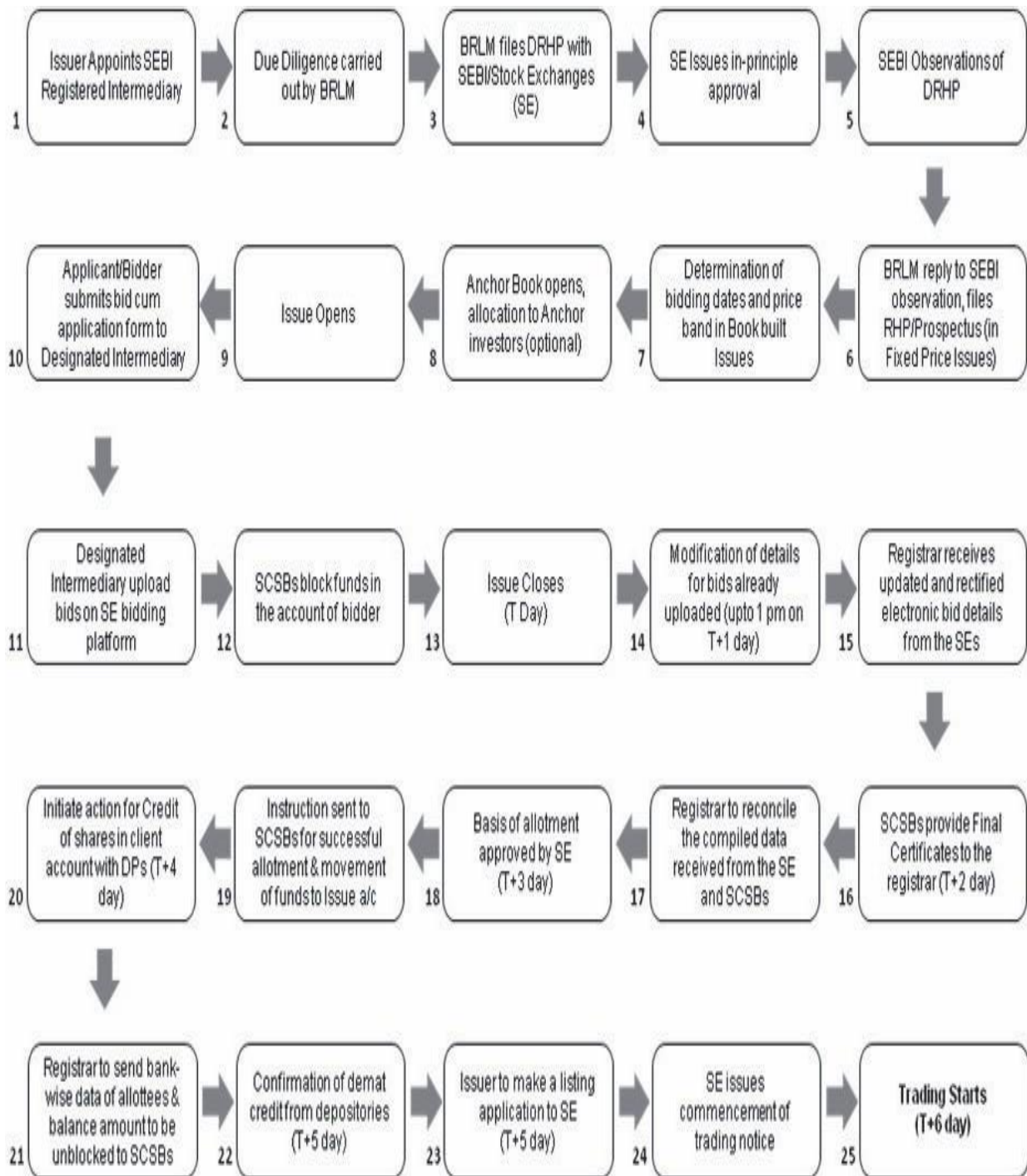
The Offer may be kept open for a minimum of three Working Days (for all category of Bidders/Applicants) and not more than ten Working Days. Bidders/Applicants are advised to refer to the Bid cum Application Form and Abridged Prospectus or RHP/Prospectus for details of the Bid/ Offer Period. Details of Bid/ Offer Period are also available on the website of the Stock Exchange(s).

In case of a Book Built Offer, the Issuer may close the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date if disclosures to that effect are made in the RHP. In case of revision of the Floor Price or Price Band in Book Built Issues the Bid/ Offer Period may be extended by at least three Working Days, subject to the total Bid/ Offer Period not exceeding 10 Working Days. For details of any revision of the Floor Price or Price Band, Bidders/Applicants may check the announcements made by the Issuer on the websites of the Stock Exchanges and the BRLM(s), and the advertisement in the newspaper(s) issued in this regard.

2.6 FLOWCHART OF TIMELINES

A flow chart of process flow in Fixed Price and Book Built Offers is as follows. Bidders/Applicants may note that this is not applicable for Fast Track FPOs.:

- In case of Offer other than Book Built Offer (Fixed Price Offer) the process at the following of the below mentioned steps shall be read as:
 - (i) Step 7: Determination of Offer Date and Price;
 - (ii) Step 10: Applicant submits Bid cum Application Form with any of the Designated Intermediaries;



SECTION 3: CATEGORY OF INVESTORS ELIGIBLE TO PARTICIPATE IN AN OFFER

Each Bidder/Applicant should check whether it is eligible to apply under applicable law. Furthermore, certain categories of Bidders/Applicants, such as NRIs, FPIs and FVCIs may not be allowed to Bid/Apply in the Offer or to hold Equity Shares, in excess of certain limits specified under applicable law. Bidders/Applicants are requested to refer to the RHP/Prospectus for more details.

Subject to the above, an illustrative list of Bidders/Applicants is as follows:

- Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, in single or joint names (not more than three);
- Bids/Applications belonging to an account for the benefit of a minor (under guardianship);
- Hindu Undivided Families or HUFs, 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;
- Companies, corporate bodies and societies registered under applicable law in India and authorised to hold and invest in equity shares;
- QIBs;
- NRIs on a repatriation basis or on a non-repatriation basis subject to applicable law;
- Indian Financial Institutions, regional rural banks, co-operative banks (subject to RBI regulations and the SEBI ICDR Regulations and other laws, as applicable);
- FPIs other than Category III foreign portfolio investors Bidding under the QIBs category;
- FPIs which are Category III foreign portfolio investors, Bidding under the NIIs category;
- Trusts/societies registered under the Societies Registration Act, 1860, or under any other law relating to trusts/societies and who are authorised under their respective constitutions to hold and invest in equity shares;
- National Investment Fund set up by resolution no. F. No. 2/3/2005-DD-II dated November 23, 2005 of the GoI published in the Gazette of India;
- Limited liability partnerships registered under the Limited Liability Partnership Act, 2008;
- Any other person eligible to Bid/Apply in the Offer, under the laws, rules, regulations, guidelines and policies applicable to them and under Indian laws; and
- As per the existing regulations, OCBs are not allowed to participate in an Offer.

SECTION 4: APPLYING IN THE OFFER

Book Built Offer: Bidders should only use the specified Bid cum Application Form bearing stamp of a Designated Intermediary as available or downloaded from the websites of the Stock Exchanges.

Bid cum Application Forms are available with the Designated Intermediaries at the Bidding Centres and at the registered office of the Issuer. Electronic Bid cum Application Forms will be available on the websites of the Stock Exchanges at least one day prior to the Bid/Offer Opening Date. For further details regarding availability of Bid cum Application Forms, Bidders may refer to the RHP/Prospectus. For Anchor Investors, Bid cum Application Forms shall be available at the offices of the BRLM.

Fixed Price Offer: Applicants should only use the specified Bid cum Application Form bearing the stamp of the Designated Intermediary as available or downloaded from the websites of the Stock Exchanges. Application Forms are available with the Designated Branches of the SCSBs and at the registered office of the Issuer. For further details regarding availability of Application Forms, Applicants may refer to the Prospectus.

Bidders/Applicants should ensure that they apply in the appropriate category. The prescribed colour of the Bid cum Application Form for various categories of Bidders/Applicants is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians and Eligible NRIs applying on a non-repatriation basis [^]	White
FPIs applying on a repatriation basis	Blue
Anchor Investors**	White

* Excluding electronic Bid cum Application Forms

**Bid cum Application Forms for Anchor Investors will be made available at the office of the BRLMs.

[^] Electronic Bid cum Application forms will also be available for download on the website of NSE (www.nseindia.com) and BSE (www.bseindia.com).

Securities issued in an IPO can only be in dematerialised form in accordance with Section 29 of the Companies Act, 2013. Bidders/Applicants will not have the option of getting the Allotment of specified securities in physical form. However, they may get the specified securities rematerialized subsequent to Allotment.

4.1 INSTRUCTIONS FOR FILLING THE BID CUM APPLICATION FORM/APPLICATION FORM

Bidders/Applicants may note that forms not filled completely or correctly as per instructions provided in this GUID, the RHP and the Bid cum Application Form/Application Form are liable to be rejected.

Instructions to fill each field of the Bid cum Application Form can be found on the reverse side of the Bid cum Application Form. Specific instructions for filling various fields of the Resident Bid cum Application Form and Non-Resident Bid cum Application Form and samples are provided below.

The samples of the Bid cum Application Form for resident Bidders and the Bid cum Application Form for non-resident Bidders are reproduced below:

Application Form – For Residents

PLEASE FILL IN BLOCK LETTERS

COMMON BID CUM APPLICATION FORM	XYZ LIMITED - INITIAL PUBLIC ISSUE - R	FOR RESIDENT INDIANS, INCLUDING RESIDENT QIBs, AND ELIGIBLE NRIs APPLYING ON A NON-REPATRIATION BASIS				
Address : _____	Contact Details: _____	CIN No _____				
LOGO	TO, THE BOARD OF DIRECTORS XYZ LIMITED	BOOK BUILT ISSUE ISIN : _____				
		Bid cum Application Form No. _____				
SYNDICATE MEMBER'S STAMP & CODE		BROKER/SCSB/DP/RTA STAMP & CODE				
SUB-BROKER'S / SUB-AGENT'S STAMP & CODE		BROW BANK/SCSB BRANCH STAMP & CODE				
BANK BRANCH SERIAL NO.		SCSB SERIAL NO.				
1. NAME & CONTACT DETAILS OF SOLE / FIRST BIDDER						
Mr / Ms _____						
Address _____						
Tel. No (with STD code) / Mobile _____						
2. PAN OF SOLE / FIRST BIDDER						

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS <input type="checkbox"/> NSDL <input type="checkbox"/> CDSL						
For NSDL enter 8 digit DP ID followed by 8 digit Client ID / For CDSL enter 16 digit Client ID						
4. BID OPTIONS (ONLY RETAIL INDIVIDUAL BIDDERS CAN BID AT "CUT-OFF")						
Bid Options	No. of Equity Shares Bid (in Figures) (Bid size to be in multiples of Bid Lot as advertised)	Price per Equity Share (₹) "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			"Cut-off" (Percentage) (Bids)	
		Bid Price	Retail Discount	Net Price		
Option 1	8 7 6 5 4 3 2 1	3 2 1 1	3 2 1 1	3 2 1 1	<input type="checkbox"/>	
OR) Option 2					<input type="checkbox"/>	
OR) Option 3					<input type="checkbox"/>	
5. CATEGORY			6. INVESTOR STATUS			
<input type="checkbox"/> Retail Individual Bidder			<input type="checkbox"/> Individual(s) - IND			
<input type="checkbox"/> Non-Institutional Bidder			<input type="checkbox"/> Bids Category Fund ¹ - HUF			
<input type="checkbox"/> QIB			<input type="checkbox"/> Bodies Corporate - CO			
			<input type="checkbox"/> Bank & Financial Institutions - FI			
			<input type="checkbox"/> Mutual Funds - MF			
			<input type="checkbox"/> Non-Resident Indian - NRI (Non-Repatriation basis)			
			<input type="checkbox"/> National Investment Fund - NIF			
			<input type="checkbox"/> Insurance Funds - IF			
			<input type="checkbox"/> Insurance Companies - IC			
			<input type="checkbox"/> Venture Capital Funds - VCF			
			<input type="checkbox"/> Alternative Investment Funds - AIF			
			<input type="checkbox"/> Others (Please specify) - OTH			
			¹ HUFs should apply only through Karta (Applicable by IIT) would be treated as per with Andhra/GoA			
7. PAYMENT DETAILS			PAYMENT OPTION : FULL PAYMENT <input type="checkbox"/> PART PAYMENT <input type="checkbox"/>			
Amount paid (₹ in figures) _____			(₹ in words) _____			
ASBA Bank A/c No. _____			Bank Name & Branch _____			
I/we (in case of firm) applicant/s, if any, hereby confirm that I/we have read and understood the terms and conditions of this bid cum application form and the attached prospectus and the general information for investing in public issue, and I/we do hereby agree and confirm the bidder's undertaking at given overleaf, I/we (in case of joint applicants) if any, hereby confirm that I/we have read the instructions for filling up this bid cum application form given overleaf.						
8A. SIGNATURE OF SOLE / FIRST BIDDER		8B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS)		BROKER / SCSB / DP / RTA STAMP (A clear legible impression of Bid in Stock Exchange system)		
Date : _____		1) _____ 2) _____ 3) _____				
TEAR HERE						
LOGO	XYZ LIMITED INITIAL PUBLIC ISSUE - R	Acknowledgement Slip for Broker/SCSB/DP/RTA	Bid cum Application Form No.			
DPID / CLID				PAN of Sole / First Bidder		
Amount paid (₹ in figures)	Bank & Branch			Stamp & Signature of SCSB Branch		
ASBA Bank A/c No.						
Received from Mr/Ms.						
Telephone / Mobile	Email					
TEAR HERE						
XYZ LIMITED - INITIAL PUBLIC ISSUE - R	No. of Equity Shares	Option 1	Option 2	Option 3	Stamp & Signature of Broker / SCSB / DP / RTA	Name of Sole / First Bidder
	Bid Price					
	Amount Paid (₹)					
	ASBA Bank A/c No.					
Bank & Branch						
Acknowledgement Slip for Bidder						
					Bid cum Application Form No.	

Application Form – For Non – Residents

TEAR HERE

COMMON BID CUM APPLICATION FORM	XYZ LIMITED - INITIAL PUBLIC ISSUE - NR Address : _____ Contact Details: _____ CIN No _____	FOR NON-RESIDENTS, INCLUDING ELIGIBLE NRIS, FPIS OR FVCIS, ETC APPLYING ON A REPATRIATION BASIS
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LOGO **TO, THE BOARD OF DIRECTORS XYZ LIMITED**

BOOK BUILT ISSUE
ISIN : _____

Bid cum Application Form No. _____

SYNDICATE MEMBER'S STAMP & CODE	BROKER/SCSB/DP/RTA STAMP & CODE	1. NAME & CONTACT DETAILS OF SOLE / FIRST BIDDER Mr./Ms. _____ Address _____ Email _____ Tel. No (with STD code) / Mobile _____
SUB-BROKER'S / SUB-AGENT'S STAMP & CODE	ESCROW BANK/SCSB BRANCH STAMP & CODE	
BANK BRANCH SERIAL NO.	SCSB SERIAL NO.	

3. BIDDER'S DEPOSITORY ACCOUNT DETAILS <input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	6. INVESTOR STATUS
For NSDL, enter 8 digit DP ID followed by 8 digit Client ID / For CDSL, enter 16 digit Client ID	<input type="checkbox"/> NRI Non-Resident Indian(s) (Repatriation basis)
	<input type="checkbox"/> FI FI or Sub-account not a Corporate/Foreign Individual
	<input type="checkbox"/> FIIA FI Sub-account Corporate/Individual
	<input type="checkbox"/> FVCI Foreign Venture Capital Investor
	<input type="checkbox"/> FPI Foreign Portfolio Investors
	<input type="checkbox"/> OTH Others (Please Specify) _____

4. BID OPTIONS (ONLY RETAIL INDIVIDUAL BIDDERS CAN BID AT "CUT-OFF")					5. CATEGORY	
Bid Options	No. of Equity Shares Bid (In Figures) (Bids must be in multiples of Bid Lot as advertised)	Price per Equity Share (₹) / "Cut-off" (Price in multiples of ₹ 1/- only) (In Figures)			"Cut-off" (Please tick)	<input type="checkbox"/> Retail Individual Bidder
		Bid Price	Retail Discount	Net Price		
Option 1	8 7 6 5 4 3 2 1	3 2 1	3 2 1	3 2 1	<input type="checkbox"/>	<input type="checkbox"/> QIB
(OR) Option 2					<input type="checkbox"/>	
(OR) Option 3					<input type="checkbox"/>	

7. PAYMENT DETAILS	PAYMENT OPTION - FULL PAYMENT <input type="checkbox"/> PART PAYMENT <input type="checkbox"/>
Amount paid (₹ in figures) _____ (₹ in words) _____	

ASBA Bank A/c No. _____

Bank Name & Branch _____

I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS BID CUM APPLICATION FORM AND THE ATTACHED ABRETTED PROSPECTUS AND THE GENERAL INFORMATION DOCUMENT FOR INVESTING IN PUBLIC ISSUES (GIDPI) AND HEREBY AGREE AND CONFIRM THE "BIDDERS UNDERTAKING" AS GIVEN OVERLEAF. I/WE (ON BEHALF OF JOINT APPLICANTS, IF ANY) HEREBY CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILLING UP THE BID CUM APPLICATION FORM GIVEN OVERLEAF.

8A. SIGNATURE OF SOLE / FIRST BIDDER	8B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS) I/We authorize the SCSB to do all acts as are necessary to make the Application in the name: 1) _____ 2) _____ 3) _____	BROKER / SCSB / DP / RTA STAMP (Acknowledging upload of Bid in Stock Exchange system)
Date : _____		

PLEASE FILL IN BLOCK LETTERS

TEAR HERE

LOGO **XYZ LIMITED** **INITIAL PUBLIC ISSUE - NR**

Acknowledgement Slip for Broker/SCSB/DP/RTA

Bid cum Application Form No. _____

DPID / CLID _____ PAN of Sole / First Bidder _____

Amount paid (₹ in figures) _____ Bank & Branch _____	Stamp & Signature of SCSB Branch
ASBA Bank A/c No. _____	
Received from Mr./Ms. _____ Telephone / Mobile _____ Email _____	

TEAR HERE

TEAR HERE

XYZ LIMITED - INITIAL PUBLIC ISSUE - NR	Option 1	Option 2	Option 3	Stamp & Signature of Broker / SCSB / DP / RTA	Name of Sole / First Bidder
	No. of Equity Shares				
	Bid Price			Acknowledgement Slip for Bidder	
	Amount Paid (₹)				
ASBA Bank A/c No. _____ Bank & Branch _____				Bid cum Application Form No. _____	

4.1.1 **FIELD NUMBER 1: NAME AND CONTACT DETAILS OF THE SOLE/FIRST BIDDER/APPLICANT**

- (a) Bidders/Applicants should ensure that the name provided in this field is exactly the same as the name in which the Depository Account is held.
- (b) **Mandatory Fields:** Bidders/Applicants should note that the name and address fields are compulsory, and e-mail and/or telephone number/mobile number fields are optional. Bidders/Applicants should note that the contact details mentioned in the Bid-cum Application Form/Application Form may be used to dispatch communications (including letters notifying the unblocking of the bank accounts of Bidders (other than Anchor Investors) in case the communication sent to the address available with the Depositories are returned undelivered or are not available. The contact details provided in the Bid cum Application Form may be used by the Issuer, Designated Intermediaries and the Registrar to the Offer only for correspondence(s) related to an Offer and for no other purposes.
- (c) **Joint Bids/Applications:** In the case of Joint Bids/Applications, the Bids/Applications should be made in the name of the Bidder/Applicant whose name appears first in the Depository account. The name so entered should be the same as it appears in the Depository records. The signature of only such first Bidder/Applicant would be required in the Bid cum Application Form/Application Form and such first Bidder/Applicant would be deemed to have signed on behalf of the joint holders. All communications may be addressed to such Bidder/Applicant and may be dispatched to his or her address as per the Demographic Details received from the Depositories.
- (d) **Impersonation:** Attention of the Bidders/Applicants is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below:

“Any person who:

- d) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- e) 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*
- f) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447.”*

The liability prescribed under Section 447 of the Companies Act 2013 for fraud involving an amount of at least ₹ 1.00 million or 1.00% of the turnover of the Company, whichever is lower, includes imprisonment for a term which shall not be less than six months extending up to 10 years (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 ₹ 1.00 million or 1.00% 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 ₹ 2.00 million or with both.

- (e) **Nomination Facility to Bidder/Applicant:** Nomination facility is available in accordance with the provisions of Section 72 of the Companies Act, 2013. In case of Allotment of the Equity Shares in dematerialised form, there is no need to make a separate nomination as the nomination registered with the Depository may prevail. For changing nominations, the Bidders/Applicants should inform their respective DP.

4.1.2 **FIELD NUMBER 2: PAN OF SOLE/FIRST BIDDER/APPLICANT**

- (a) PAN (of the sole/first Bidder/Applicant) provided in the Bid cum Application Form/Application Form should be exactly the same as the PAN of the person(s) in whose name the relevant beneficiary account is held as per the Depositories' records.

- (b) PAN is the sole identification number for participants transacting in the securities market irrespective of the amount of transaction except for Bids/Applications on behalf of the Central or State Government, Bids/Applications by officials appointed by the courts and Bids/Applications by Bidders/Applicants residing in Sikkim (“**PAN Exempted Bidders/Applicants**”). Consequently, all Bidders/Applicants, other than the PAN Exempted Bidders/Applicants, are required to disclose their PAN in the Bid cum Application Form/Application Form, irrespective of the Bid/Application Amount. A Bid cum Application Form/Application Form without PAN, except in case of Exempted Bidders/Applicants, is liable to be rejected. Bids/Applications by the Bidders/Applicants whose PAN is not available as per the Demographic Details available in their Depository records, are liable to be rejected.
- (c) The exemption for the PAN Exempted Bidders/Applicants is subject to (a) the Demographic Details received from the respective Depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in “active status”; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same.
- (d) Bid cum Application Forms/Application Forms which provide the General Index Register Number instead of PAN may be rejected.
- (e) Bids/Applications by Bidders whose demat accounts have been ‘suspended for credit’ are liable to be rejected pursuant to the circular issued by SEBI on July 29, 2010, bearing number CIR/MRD/DP/22/2010. Such accounts are classified as “Inactive demat accounts” and Demographic Details are not provided by depositories.

4.1.3 **FIELD NUMBER 3: BIDDERS/APPLICANTS DEPOSITORY ACCOUNT DETAILS**

- (a) Bidders/Applicants should ensure that DP ID and the Client ID are correctly filled in the Bid cum Application Form/Application Form. The DP ID and Client ID provided in the Bid cum Application Form/Application Form should match with the DP ID and Client ID available in the Depository database, **otherwise, the Bid cum Application Form/Application Form is liable to be rejected.**
- (b) Bidders/Applicants should ensure that the beneficiary account provided in the Bid cum Application Form/Application Form is active.
- (c) Bidders/Applicants should note that on the basis of the PAN, DP ID and Client ID as provided in the Bid cum Application Form/Application Form, the Bidder/Applicant may be deemed to have authorised the Depositories to provide to the Registrar to the Offer, any requested Demographic Details of the Bidder/Applicant as available on the records of the depositories. These Demographic Details may be used, among other things, for any correspondence(s) related to an Offer.
- (d) Bidders/Applicants are, advised to update any changes to their Demographic Details as available in the records of the Depository Participant to ensure accuracy of records. Any delay resulting from failure to update the Demographic Details would be at the Bidders/Applicants’ sole risk.

4.1.4 **FIELD NUMBER 4: BID OPTIONS**

- (a) Price or Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) may be disclosed in the Prospectus/RHP by the Issuer. The Issuer is required to announce the Floor Price or Price Band, minimum Bid Lot and Discount (if applicable) by way of an advertisement in at least one English, one Hindi and one regional newspaper, with wide circulation, at least five Working Days before Bid/Offer Opening Date in case of an IPO, and at least one Working Day before Bid/Offer Opening Date in case of an FPO.
- (b) The Bidders may Bid at or above Floor Price or within the Price Band for IPOs/FPOs undertaken through the Book Building Process. In the case of Alternate Book Building Process for an FPO, the Bidders may Bid at Floor Price or any price above the Floor Price (For further details bidders may refer to (Section 5.6 (e))
- (c) **Cut-Off Price:** Retail Individual Investors or Employees or Retail Individual Shareholders can Bid at the Cut-off Price indicating their agreement to Bid for and purchase the Equity Shares at the Offer

Price as determined at the end of the Book Building Process. Bidding at the Cut-off Price is prohibited for QIBs and NIIs and such Bids from QIBs and NIIs may be rejected.

- (d) **Minimum Application Value and Bid Lot:** The Issuer in consultation with the BRLM may decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of ₹10,000 to ₹15,000. The minimum Bid Lot is accordingly determined by an Issuer on basis of such minimum application value.
- (e) **Allotment:** The Allotment of specified securities to each RII shall not be less than the minimum Bid Lot, subject to availability of shares in the RII category, and the remaining available shares, if any, shall be Allotted on a proportionate basis. For details of the Bid Lot, Bidders may to the RHP/Prospectus or the advertisement regarding the Price Band published by the Issuer.

4.1.4.1 Maximum and Minimum Bid Size

- (a) The Bidder may Bid for the desired number of Equity Shares at a specific price. Bids by Retail Individual Investors, Employees and Retail Individual Shareholders must be for such number of shares so as to ensure that the Bid Amount less Discount (as applicable), payable by the Bidder does not exceed ₹200,000.

In case the Bid Amount exceeds ₹200,000 due to revision of the Bid or any other reason, the Bid may be considered for allocation under the Non-Institutional Portion, with it not being eligible for Discount then such Bid may be rejected if it is at the Cut-off Price.

- (b) For NRIs, a Bid Amount of up to ₹200,000 may be considered under the Retail Portion for the purposes of allocation and a Bid Amount exceeding ₹200,000 may be considered under the Non-Institutional Portion for the purposes of allocation.
- (c) Bids by QIBs and NIIs must be for such minimum number of shares such that the Bid Amount exceeds ₹200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the Bid cum Application Form and the RHP/Prospectus, or as advertised by the Issuer, as the case may be. Non-Institutional Investors and QIBs are not allowed to Bid at 'Cut-off Price'.
- (d) RII may revise or withdraw their bids until Bid/ Offer Closing Date. QIBs and NII's cannot withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after bidding and are required to pay the Bid Amount upon submission of the Bid.
- (e) In case the Bid Amount reduces to ₹200,000 or less due to a revision of the Price Band, Bids by the Non-Institutional Investors who are eligible for allocation in the Retail Portion would be considered for allocation under the Retail Portion.
- (f) For Anchor Investors, if applicable, the Bid Amount shall be least ₹10 crores. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors. Bids by various schemes of a Mutual Fund shall be aggregated to determine the Bid Amount. A Bid cannot be submitted for more than 60% of the QIB Portion under the Anchor Investor Portion. Anchor Investors cannot withdraw their Bids or lower the size of their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after the Anchor Investor Bid/ Offer Period and are required to pay the Bid Amount at the time of submission of the Bid. In case the Anchor Investor Offer Price is lower than the Offer Price, the balance amount shall be payable as per the pay-in-date mentioned in the revised CAN. In case the Offer Price is lower than the Anchor Investor Offer Price, the amount in excess of the Offer Price paid by the Anchor Investors shall not be refunded to them.
- (g) A Bid cannot be submitted for more than the Offer size.
- (h) The maximum Bid by any Bidder including QIB Bidder should not exceed the investment limits prescribed for them under the applicable laws.
- (i) The price and quantity options submitted by the Bidder in the Bid cum Application Form may be treated as optional bids from the Bidder and may not be cumulated. After determination of the Offer Price, the number of Equity Shares Bid for by a Bidder at or above the Offer Price may be considered

for Allotment and the rest of the Bid(s), irrespective of the Bid Amount may automatically become invalid. This is not applicable in case of FPOs undertaken through Alternate Book Building Process (For details of Bidders may refer to (Section 5.6 (e)).

4.1.4.2 Multiple Bids

- (a) Bidder should submit only one Bid cum Application Form. Bidder shall have the option to make a maximum of Bids at three different price levels in the Bid cum Application Form and such options are not considered as multiple Bids.

Submission of a second Bid cum Application Form to either the same or to another Designated Intermediary and duplicate copies of Bid cum Application Forms bearing the same application number shall be treated as multiple Bids and are liable to be rejected.

- (b) Bidders are requested to note the following procedures may be followed by the Registrar to the Offer to detect multiple Bids:

(i) All Bids may be checked for common PAN as per the records of the Depository. For Bidders other than Mutual Funds, Bids bearing the same PAN may be treated as multiple Bids by a Bidder and may be rejected.

(ii) For Bids from Mutual Funds, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Bidders, the Bid cum Application Forms may be checked for common DP ID and Client ID. Such Bids which have the same DP ID and Client ID may be treated as multiple Bids and are liable to be rejected.

(iii) The following Bids may not be treated as multiple Bids:

1. Bids by Reserved Categories Bidding in their respective Reservation Portion as well as bids made by them in the Offer portion in public category.
2. Separate Bids by Mutual Funds in respect of more than one scheme of the Mutual Fund provided that the Bids clearly indicate the scheme for which the Bid has been made.
3. Bids by Mutual Funds, submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.
4. Bids by Anchor Investors under the Anchor Investor Portion and the QIB Portion.

4.1.5 FIELD NUMBER 5: CATEGORY OF BIDDERS

- (a) The categories of Bidders identified as per the SEBI ICDR Regulations for the purpose of Bidding, allocation and allotment in the Offer are RIIs, NIIs and QIBs.

(b) Up to 60% of the QIB Portion can be allocated by the Issuer, on a discretionary basis subject to the criteria of minimum and maximum number of Anchor Investors based on allocation size, to the Anchor Investors, in accordance with SEBI ICDR Regulations, with one-third of the Anchor Investor Portion reserved for domestic Mutual Funds subject to valid Bids being received at or above the Offer Price. For details regarding allocation to Anchor Investors, Bidders may refer to the RHP/Prospectus.

(c) An Issuer can make reservation for certain categories of Bidders/Applicants as permitted under the SEBI ICDR Regulations. For details of any reservations made in the Offer, Bidders/Applicants may refer to the RHP/Prospectus.

(d) The SEBI ICDR Regulations specify the allocation or Allotment that may be made to various categories of Bidders in an Offer depending upon compliance with the eligibility conditions. Details pertaining to allocation are disclosed on reverse side of the Revision Form. For Offer specific details in relation to allocation Bidder/Applicant may refer to the RHP/Prospectus.

4.1.6 FIELD NUMBER 6: INVESTOR STATUS

- (a) Each Bidder/Applicant should check whether it is eligible to apply under applicable law and ensure that any prospective Allotment to it in the Offer is in compliance with the investment restrictions under applicable law.
- (b) Certain categories of Bidders/Applicants, such as NRIs, FPIs and FVCIs may not be allowed to Bid/Apply in the Offer or hold Equity Shares exceeding certain limits specified under applicable law. Bidders/Applicants are requested to refer to the RHP/Prospectus for more details.
- (c) Bidders/Applicants should check whether they are eligible to apply on non-repatriation basis or repatriation basis and should accordingly provide the investor status. Details regarding investor status are different in the Resident Bid cum Application Form and Non-Resident Bid cum Application Form.
- (d) Bidders/Applicants should ensure that their investor status is updated in the Depository records.

4.1.7 **FIELD NUMBER 7: PAYMENT DETAILS**

- (a) The full Bid Amount (net of any Discount, as applicable) shall be blocked based on the authorisation provided in the Bid cum Application Form. If the Discount is applicable in the Offer, the RIIs should indicate the full Bid Amount in the Bid cum Application Form and the payment shall be blocked for the Bid Amount net of Discount. Only in cases where the RHP/Prospectus indicates that part payment may be made, such an option can be exercised by the Bidder. In case of Bidders specifying more than one Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of three options at net price, i.e. Bid price less Discount offered, if any.
- (b) RIIs who Bid at Cut-off price shall be blocked on the Cap Price.
- (c) All Bidders (except Anchor Investors) can participate in the Offer only through the ASBA mechanism.
- (d) Bid Amount cannot be paid in cash, cheque, demand draft, through money order or through postal order.

4.1.7.1. **Instructions for Anchor Investors:**

- (a) Anchor Investors may submit their Bids with a Book Running Lead Manager.
- (b) Payments should be made either by RTGS or NEFT.
- (c) The Anchor Escrow Bank(s) shall maintain the monies in the Anchor Escrow Account for and on behalf of the Anchor Investors until the Designated Date.

4.1.7.2. **Payment instructions for Bidders (other than Anchor Investors)**

- (a) Bidders may submit the Bid cum Application Form either
 - (i) in electronic mode through the internet banking facility offered by an SCSB authorising blocking of funds that are available in the ASBA account specified in the Bid cum Application Form, or
 - (ii) in physical mode to any Designated Intermediary.
- (b) Bidders must specify the Bank Account number in the Bid cum Application Form. The Bid cum Application Form submitted by a Bidder and which is accompanied by cash, demand draft, cheque, money order, postal order or any mode of payment other than blocked amounts in the ASBA Account maintained with an SCSB, may not be accepted.
- (c) Bidders should ensure that the Bid cum Application Form is also signed by the ASBA Account holder(s) if the Bidder is not the ASBA Account holder;
- (d) Bidders shall note that for the purpose of blocking funds under ASBA facility clearly demarcated funds shall be available in the account.

- (e) From one ASBA Account, a maximum of five Bids cum Application Forms can be submitted.
- (f) Bidders should submit the Bid cum Application Form only at the Bidding Centres, i.e. to the respective member of the Syndicate at the Specified Locations, the SCSBs, the Registered Broker at the Broker Centres, the CRTA at the Designated RTA Locations or CDP at the Designated CDP Locations.
- (g) **Bidders bidding through Designated Intermediaries** other than a SCSB, should note that ASBA Forms submitted to such Designated Intermediary may not be accepted, if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for such Designated Intermediary, to deposit ASBA Forms.
- (h) **Bidders bidding directly through the SCSBs** should ensure that the Bid cum Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.
- (i) Upon receipt of the Bid cum Application Form, the Designated Branch of the SCSB may verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the Bid cum Application Form.
- (j) If sufficient funds are available in the ASBA Account, the SCSB may block an amount equivalent to the Bid Amount mentioned in the Bid cum Application Form and for application directly submitted to SCSB by investor, may enter each Bid option into the electronic bidding system as a separate Bid.
- (k) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB may not upload such Bids on the Stock Exchange platform and such bids are liable to be rejected.
- (l) Upon submission of a completed Bid cum Application Form each Bidder may be deemed to have agreed to block the entire Bid Amount and authorised the Designated Branch of the SCSB to block the Bid Amount specified in the Bid cum Application Form in the ASBA Account maintained with the SCSBs.
- (m) The Bid Amount may remain blocked in the aforesaid ASBA Account until finalisation of the Basis of Allotment and consequent transfer of the Bid Amount against the Allotted Equity Shares to the Public Offer Account, or until withdrawal or failure of the Offer, or until withdrawal or rejection of the Bid, as the case may be.
- (n) SCSBs bidding in the Offer must apply through an Account maintained with any other SCSB; else their Bids are liable to be rejected.

4.1.7.1.1 **Unblocking of ASBA Account**

- (a) Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Offer may provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and for successful applications transfer the requisite money to the Public Offer Account designated for this purpose, within the specified timelines: (i) the number of Equity Shares to be Allotted against each Bid, (ii) the amount to be transferred from the relevant bank account to the Public Offer Account, for each Bid, (iii) the date by which funds referred to in (ii) above may be transferred to the Public Offer Account, (iv) the amount to be unblocked, if any in case of partial allotments and (v) details of rejected ASBA Bids, if any, along with reasons for rejection and details of withdrawn or unsuccessful Bids, if any, to enable the SCSBs to unblock the respective bank accounts.
- (b) On the basis of instructions from the Registrar to the Offer, the SCSBs may transfer the requisite amount against each successful Bidder to the Public Offer Account and may unblock the excess amount, if any, in the ASBA Account.
- (c) In the event of withdrawal or rejection of the Bid cum Application Form and for unsuccessful Bids, the Registrar to the Offer may give instructions to the SCSB to unblock the Bid Amount in the relevant ASBA Account within six Working Days of the Bid/ Offer Closing Date.

4.1.7.2 **Discount** (if applicable)

- (a) The Discount is stated in absolute rupee terms.
- (b) Bidders applying under RII category, Retail Individual Shareholder and employees are only eligible for discount. For Discounts offered in the Offer, Bidders may refer to the RHP/Prospectus.
- (c) The Bidders entitled to the applicable Discount in the Offer may block for an amount i.e. the Bid Amount less Discount (if applicable).

Bidder (other than employees) may note that in case the net amount blocked (post Discount) is more than two lakh Rupees, the Bidding system automatically considers such applications for allocation under Non-Institutional Portion. These applications are neither eligible for Discount nor fall under RII category.

4.1.8 **FIELD NUMBER 8: SIGNATURES AND OTHER AUTHORISATIONS**

- (a) Only the First Bidder/Applicant is required to sign the Bid cum Application Form/Application Form. Bidders/Applicants should ensure that signatures are in one of the languages specified in the Eighth Schedule to the Constitution of India.
- (b) If the ASBA Account is held by a person or persons other than the Bidder/Applicant, then the Signature of the ASBA Account holder(s) is also required.
- (c) The signature has to be correctly affixed in the authorisation/undertaking box in the Bid cum Application Form/Application Form, or an authorisation has to be provided to the SCSB via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form/Application Form.
- (d) Bidders/Applicants must note that Bid cum Application Form/Application Form without signature of Bidder/Applicant and/or ASBA Account holder is liable to be rejected.

4.1.9 **ACKNOWLEDGEMENT AND FUTURE COMMUNICATION**

- (a) Bidders should ensure that they receive the Acknowledgment slip or the acknowledgement number duly signed and stamped by a Designated Intermediary, as applicable, for submission of the Bid cum Application Form.
- (b) All communications in connection with Bids/Applications made in the Offer should be addressed as under:
 - (i) In case of queries related to Allotment, non-receipt of Allotment Advice, credit of Allotted Equity Shares, unblocking of funds, the Bidders/Applicants should contact the Registrar to the Offer.
 - (ii) In case of Bids submitted to the Designated Branches of the SCSBs, the Bidders/Applicants should contact the relevant Designated Branch of the SCSB.
 - (iii) In case of queries relating to uploading of Syndicate ASBA Bids, the Bidders/Applicants should contact the relevant Syndicate Member.
 - (iv) In case of queries relating to uploading of Bids by a Designated Intermediary, the Bidders/Applicants should contact the relevant Designated Intermediary.
 - (v) Bidder/Applicant may contact the Company Secretary and Compliance Officer or BRLM(s) in case of any other complaints in relation to the Offer.
- (c) The following details (as applicable) should be quoted while making any queries –
 - (i) full name of the sole or First Bidder/Applicant, Bid cum Application Form number, Applicants'/Bidders' DP ID, Client ID, PAN, number of Equity Shares applied for, amount paid on application.
 - (ii) name and address of the Designated Intermediary, where the Bid was submitted or
 - (iii) Bids, ASBA Account number in which the amount equivalent to the Bid Amount was blocked.

For further details, Bidder/Applicant may refer to the RHP/Prospectus and the Bid cum Application Form.

4.2 INSTRUCTIONS FOR FILING THE REVISION FORM

- (a) During the Bid/ Offer Period, any Bidder/Applicant (other than QIBs and NIIs, who can only revise their bid upwards) who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the Revision Form, which is a part of the Bid cum Application Form.
- (b) RII may revise their Bids or withdraw their bids until Bid/ Offer Closing date.
- (c) Revisions can be made in both the desired number of Equity Shares and the Bid Amount by using the Revision Form.
- (d) The Bidder/Applicant can make this revision any number of times during the Bid/ Offer Period. However, for any revision(s) in the Bid, the Bidders/Applicants will have to use the services of the same Designated Intermediary through which such Bidder/Applicant had placed the original Bid. Bidders/Applicants are advised to retain copies of the blank Revision Form and the Bid(s) must be made only in such Revision Form or copies thereof.

A sample revision form is reproduced below:

COMMON BID REVISION FORM	XYZ LIMITED - INITIAL PUBLIC ISSUE - R	FOR RESIDENT INDIANS, INCLUDING RESIDENT QIBs, AND ELIGIBLE NRIs APPLYING ON A NON-REPATRIATION BASIS
Address : _____	Contact Details: _____	CIN No. _____
LOGO	TO, THE BOARD OF DIRECTORS XYZ LIMITED	BOOK BUILT ISSUE ISIN : _____
		Bid cum Application Form No. _____
SYNDICATE MEMBER'S STAMP & CODE	BROKER/SCSB/DP/RTA STAMP & CODE	1. NAME & CONTACT DETAILS OF SOLE / FIRST BIDDER
		Mr./Ms. _____
		Address _____
		Tel. No (with STD code) / Mobile _____ Email _____
SUB-BROKER'S / SUB-AGENT'S STAMP & CODE	ERISROW BANK/SCSB BRANCH STAMP & CODE	2. PAN OF SOLE / FIRST BIDDER

BANK BRANCH SIGNAL NO.	SCSB SERIAL NO.	3. BIDDER'S DEPOSITORY ACCOUNT DETAILS
		_____ NSDL / CDSL
		For NSDL, enter 8 digit DP ID followed by 8 digit Client ID / For CDSL, enter 16 digit Client ID
PLEASE CHANGE MY BID		
4. FROM (AS PER LAST BID OR REVISION)		
Bid Options	No. of Equity Shares Bid (Bids must be in multiples of Bid Lot as advertised) (In Figures)	Price per Equity Share (₹) "Cut-off" (Price in multiples of ₹ 1/- only)
	0 1 2 3 4 5 6 7 8 9	Bid Price (In Figures) Retail Discount Net Price "Cut-off" (Please tick)
Option 1		
(OR) Option 2		
(OR) Option 3		
5. TO (Revised Bid) (Only Retail Individual Bidders can Bid at "Cut-off")		
Bid Options	No. of Equity Shares Bid (Bids must be in multiples of Bid Lot as advertised) (In Figures)	Price per Equity Share (₹) "Cut-off" (Price in multiples of ₹ 1/- only)
	0 1 2 3 4 5 6 7 8 9	Bid Price (In Figures) Retail Discount Net Price "Cut-off" (Please tick)
Option 1		
(OR) Option 2		
(OR) Option 3		
6. PAYMENT DETAILS		
Additional Amount Paid (₹ in figures)	PAYMENT OPTION : FULL PAYMENT <input type="checkbox"/> PART PAYMENT <input type="checkbox"/>	
ASBA Bank A/c No. _____	Bank Name & Branch _____	
<small>I/WE HEREBY DECLARE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE BID REVISED FORM AND THE GENERAL INFORMATION DOCUMENT FOR BIDDERS ON PUBLIC ISSUE (BIDDER'S GUIDE) AND CONFIRM THE BIDDERS UNDER THE INFORMATION OVERLAY PERIOD BEHALF OF THEM/APPLICANTS, IF ANY BIDDERS CONFIRM THAT I/WE HAVE READ THE INSTRUCTIONS FOR FILING OF THE BID REVISED FORM ON ENJOY CAPITAL.</small>		
7A. SIGNATURE OF SOLE / FIRST BIDDER	7B. SIGNATURE OF ASBA BANK ACCOUNT HOLDER(S) (AS PER BANK RECORDS) <small>I/We authorize the SCSB to do all work as necessary to make the Application to the Reg.</small>	BROKER / SCSB / DP / RTA STAMP (A document being uploaded if Bid in Branch & exchange system)
Date : _____	(1) _____ (2) _____ (3) _____	
TEAR HERE		
LOGO	XYZ LIMITED BID REVISION FORM - INITIAL PUBLIC ISSUE - R	Acknowledgement Slip for Broker/SCSB/DP/RTA
		Bid cum Application Form No. _____
DPID / CI ID	PAN of Sole / First Bidder	
_____	_____	
Additional Amount Paid (₹)	Bank & Branch	Stamp & Signature of SCSB Branch
_____	_____	_____
ASBA Bank A/c No.	Received from Mr./Ms.	
_____	_____	
Telephone / Mobile	Email	
_____	_____	
TEAR HERE		
XYZ LIMITED - BID REVISION FORM - INITIAL PUBLIC ISSUE - R	Stamp & Signature of Broker / SCSB / DP / RTA	Name of Sole / First Bidder
Option 1	Option 2	Option 3
No. of Equity Shares	_____	_____
Bid Price	_____	_____
Additional Amount Paid (₹)	Acknowledgement Slip for Bidder	
ASBA Bank A/c No. _____	Bid cum Application Form No. _____	
Bank & Branch _____		

Instructions to fill each field of the Revision Form can be found on the reverse side of the Revision Form. Other than instructions already highlighted at paragraph 4.1 above, point wise instructions regarding filling up various fields of the Revision Form are provided below:

4.2.1 **FIELDS 1, 2 AND 3: NAME AND CONTACT DETAILS OF SOLE/FIRST BIDDER/APPLICANT, PAN OF SOLE/FIRST BIDDER/APPLICANT & DEPOSITORY ACCOUNT DETAILS OF THE BIDDER/APPLICANT**

Bidders/Applicants should refer to instructions contained in paragraphs 4.1.1, 4.1.2 and 4.1.3.

4.2.2 **FIELD 4 & 5: BID OPTIONS REVISION 'FROM' AND 'TO'**

- (a) Apart from mentioning the revised options in the Revision Form, the Bidder/Applicant must also mention the details of all the bid options given in his or her Bid cum Application Form or earlier Revision Form. For example, if a Bidder/Applicant has Bid for three options in the Bid cum Application Form and such Bidder/Applicant is changing only one of the options in the Revision Form, the Bidder/Applicant must still fill the details of the other two options that are not being revised, in the Revision Form. The Designated Intermediaries may not accept incomplete or inaccurate Revision Forms.
- (b) In case of revision, Bid options should be provided by Bidders/Applicants in the same order as provided in the Bid cum Application Form.
- (c) In case of revision of Bids by RIIs and Retail Individual Shareholders, such Bidders/Applicants should ensure that the Bid Amount, subsequent to revision, does not exceed ₹200,000. In case the Bid Amount exceeds ₹200,000 due to revision of the Bid or for any other reason, the Bid may be considered, subject to eligibility, for allocation under the Non-Institutional Portion, not being eligible for Discount (if applicable) and such Bid may be rejected if it is at the Cut-off Price. The Cut-off Price option is given only to the RIIs and Retail Individual Shareholders indicating their agreement to Bid for and purchase the Equity Shares at the Offer Price as determined at the end of the Book Building Process.
- (d) In case the total amount (i.e., original Bid Amount plus additional payment) exceeds ₹200,000, the Bid will be considered for allocation under the Non-Institutional Portion in terms of the RHP/Prospectus. If, however, the RII does not either revise the Bid or make additional payment and the Offer Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the RII and the RII is deemed to have approved such revised Bid at Cut-off Price.
- (e) In case of a downward revision in the Price Band, RIIs, who have bid at the Cut-off Price could either revise their Bid or the excess amount paid at the time of Bidding will be unblocked.

4.2.3 **FIELD 6: PAYMENT DETAILS**

- (a) All Bidders/Applicants are required to authorise blocking of the full Bid Amount (less Discount (if applicable) at the time of submitting the Bid Revision Form. In case of Bidders/Applicants specifying more than one Bid Option in the Bid cum Application Form, the total Bid Amount may be calculated for the highest of three options at net price, i.e. Bid price less discount offered, if any.
- (b) Bidder/Applicant, Bidder/Applicant may Offer instructions to block the revised amount based on cap of the revised Price Band (adjusted for the Discount (if applicable) in the ASBA Account, to the same Designated Intermediary through whom such Bidder/Applicant had placed the original Bid to enable the relevant SCSB to block the additional Bid Amount, if any.
- (c) In case the total amount (i.e., original Bid Amount less discount (if applicable) plus additional payment) exceeds ₹200,000, the Bid may be considered for allocation under the Non-Institutional Portion in terms of the RHP/Prospectus. If, however, the Bidder/Applicant does not either revise the Bid or make additional payment and the Offer Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for may be adjusted downwards for the purpose of Allotment, such that no additional amount is required for blocking Bidder/Applicant and the Bidder/Applicant is deemed to have approved such revised Bid at the Cut-off Price.

- (d) In case of a downward revision in the Price Band, RIIs, Employees and Retail Individual Shareholders, who have bid at the Cut-off Price, could either revise their Bid or the excess amount paid at the time of Bidding may be unblocked.

4.2.4 **FIELDS 7: SIGNATURES AND ACKNOWLEDGEMENTS**

Bidders/Applicants may refer to instructions contained at paragraphs 4.1.8 and 4.1.9 for this purpose.

4.3 **INSTRUCTIONS FOR FILING APPLICATION FORM IN ISSUES MADE OTHER THAN THROUGH THE BOOK BUILDING PROCESS (FIXED PRICE ISSUE)**

4.3.1 **FIELDS 1, 2, 3 NAME AND CONTACT DETAILS OF SOLE/FIRST BIDDER/APPLICANT, PAN OF SOLE/FIRST BIDDER/APPLICANT & DEPOSITORY ACCOUNT DETAILS OF THE BIDDER/APPLICANT**

Applicants should refer to instructions contained in paragraphs 4.1.1, 4.1.2 and 4.1.3.

4.3.2 **FIELD 4: PRICE, APPLICATION QUANTITY & AMOUNT**

- (a) The Issuer may mention Price or Price Band in the draft Prospectus. However, a prospectus registered with RoC contains one price or coupon rate (as applicable).
- (b) **Minimum Application Value and Bid Lot:** The Issuer in consultation with the Lead Manager to the Offer (LM) may decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of ₹10,000 to ₹15,000. The minimum Lot size is accordingly determined by an Issuer on basis of such minimum application value.
- (c) Applications by RIIs, Employees and Retail Individual Shareholders, must be for such number of shares so as to ensure that the application amount payable does not exceed ₹200,000.
- (d) Applications by other investors must be for such minimum number of shares such that the application amount exceeds ₹200,000 and in multiples of such number of Equity Shares thereafter, as may be disclosed in the application form and the Prospectus, or as advertised by the Issuer, as the case may be.
- (e) An application cannot be submitted for more than the Offer size.
- (f) The maximum application by any Applicant should not exceed the investment limits prescribed for them under the applicable laws.
- (g) **Multiple Applications:** An Applicant should submit only one Application Form. Submission of a second Application Form to either the same or other SCSB and duplicate copies of Application Forms bearing the same application number shall be treated as multiple applications and are liable to be rejected.
- (h) Applicants are requested to note the following procedures may be followed by the Registrar to the Offer to detect multiple applications:
- (i) All applications may be checked for common PAN as per the records of the Depository. For Applicants other than Mutual Funds, Bids bearing the same PAN may be treated as multiple applications by a Bidder/Applicant and may be rejected.
 - (ii) For applications from Mutual Funds, submitted under the same PAN, as well as Bids on behalf of the PAN Exempted Applicants, the Application Forms may be checked for common DP ID and Client ID. In any such applications which have the same DP ID and Client ID, these may be treated as multiple applications and may be rejected.
- (i) The following applications may not be treated as multiple Bids:
- (i) Applications by Reserved Categories in their respective reservation portion as well as that made by them in the Offer portion in public category.

(ii) Separate applications by Mutual Funds in respect of more than one scheme of the Mutual Fund provided that the Applications clearly indicate the scheme for which the Bid has been made.

(iii) Applications by Mutual Funds submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs.

4.3.3 **FIELD NUMBER 5: CATEGORY OF APPLICANTS**

(a) The categories of applicants identified as per the SEBI ICDR Regulations for the purpose of Bidding, allocation and Allotment in the Offer are RIIs, individual applicants other than RII's and other investors (including corporate bodies or institutions, irrespective of the number of specified securities applied for).

(b) An Issuer can make reservation for certain categories of Applicants permitted under the SEBI ICDR Regulations. For details of any reservations made in the Offer, applicants may refer to the Prospectus.

(c) The SEBI ICDR Regulations specify the allocation or Allotment that may be made to various categories of applicants in an Offer depending upon compliance with the eligibility conditions. Details pertaining to allocation are disclosed on reverse side of the Revision Form. For Offer specific details in relation to allocation applicant may refer to the Prospectus.

4.3.4 **FIELD NUMBER 6: INVESTOR STATUS**

Applicants should refer to instructions contained in paragraphs 4.1.6.

4.3.5 **FIELD 7: PAYMENT DETAILS**

(a) All Applicants (other than Anchor Investors) are required to make use ASBA for applying in the Offer

(b) Application Amount cannot be paid in cash, cheques or demand drafts through money order or through postal order or through stock invest.

4.3.5.1 **Payment instructions for Applicants**

(a) Applicants may submit the Application Form in physical mode to the Designated Intermediaries.

(b) Applicants must specify only such Bank Account number maintained with the SCSB in the Application Form. The Application Form submitted by an ASBA Applicant and which is accompanied by cash, demand draft, money order, postal order or any mode of payment other than blocked amounts in the ASBA Account maintained with an SCSB, will not be accepted.

(c) Applicants should ensure that the Application Form is also signed by the ASBA Account holder(s) if the Applicant is not the ASBA Account holder;

(d) Applicants shall note that for the purpose of blocking funds under ASBA facility clearly demarcated funds shall be available in the account.

(e) From one ASBA Account, a maximum of five Bids cum Application Forms can be submitted.

(f) Applicants bidding directly through the SCSBs should ensure that the Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.

(g) Upon receipt of the Application Form, the Designated Branch of the SCSB may verify if sufficient funds equal to the Application Amount are available in the ASBA Account, as mentioned in the Application Form.

(h) If sufficient funds are available in the ASBA Account, the SCSB may block an amount equivalent to the Application Amount mentioned in the Application Form and may upload the details on the Stock Exchange Platform.

- (i) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB may not upload such Applications on the Stock Exchange platform and such Applications are liable to be rejected.
- (j) Upon submission of a completed Application Form each Applicant may be deemed to have agreed to block the entire Application Amount and authorised the Designated Branch of the SCSB to block the Application Amount specified in the Application Form in the ASBA Account maintained with the SCSBs.
- (k) The Application Amount may remain blocked in the aforesaid ASBA Account until finalisation of the Basis of Allotment and consequent transfer of the Application Amount against the Allotted Equity Shares to the Public Offer Account, or until withdrawal or failure of the Offer, or until withdrawal or rejection of the Application, as the case may be.
- (l) SCSBs applying in the Offer must apply through an ASBA Account maintained with any other SCSB; else their Applications are liable to be rejected.

4.3.5.2 **Unblocking of ASBA Account**

- (a) Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Offer may provide the following details to the controlling branches of each SCSB, along with instructions to unblock the relevant bank accounts and for successful applications transfer the requisite money to the Public Offer Account designated for this purpose, within the specified timelines: (i) the number of Equity Shares to be Allotted against each Application, (ii) the amount to be transferred from the relevant bank account to the Public Offer Account, for each Application, (iii) the date by which funds referred to in (ii) above may be transferred to the Public Offer Account, and (iv) details of rejected Applications, if any, along with reasons for rejection and details of withdrawn or unsuccessful Applications, if any, to enable the SCSBs to unblock the respective bank accounts.
- (b) On the basis of instructions from the Registrar to the Offer, the SCSBs may transfer the requisite amount against each successful Application to the Public Offer Account and may unblock the excess amount, if any, in the ASBA Account.
- (c) In the event of withdrawal or rejection of the Application Form and for unsuccessful Applications, the Registrar to the Offer may give instructions to the SCSB to unblock the Application Amount in the relevant ASBA Account within six Working Days of the Offer Closing Date.

4.3.5.3 **Discount** (if applicable)

- (a) The Discount is stated in absolute rupee terms.
- (b) RIIs, Employees and Retail Individual Shareholders are only eligible for discount. For Discounts offered in the Offer, applicants may refer to the Prospectus.
- (c) The Applicants entitled to the applicable Discount in the Offer may make payment for an amount i.e. the Application Amount less Discount (if applicable).

4.3.6 **FIELD NUMBER 8: SIGNATURES AND OTHER AUTHORISATIONS & ACKNOWLEDGEMENT AND FUTURE COMMUNICATION**

Applicants should refer to instructions contained in paragraphs 4.1.8 & 4.1.9.

4.4 **SUBMISSION OF BID CUM APPLICATION FORM/REVISION FORM/APPLICATION FORM**

4.4.1 **Bidders/Applicants may submit completed Bid-cum-application form/Revision Form in the following manner:**

Mode of Application	Submission of Bid cum Application Form
Anchor Investors Application Form	To the Book Running Lead Managers at the Specified Locations mentioned in the Bid cum Application Form
All Applications (other than Anchor Investors)	(a) To members of the Syndicate in the Specified Locations or Registered Brokers at the Broker Centres or the CRTAs at the Designated RTA Locations or the CDPs at the Designated CDP Locations; and (b) To the Designated Branches of the SCSBs where the ASBA Account is maintained

- (a) Bidders/Applicants should submit the Revision Form to the same Designated Intermediary through which such Bidder/Applicant had placed the original Bid.
- (b) Upon submission of the Bid-cum-Application Form, the Bidder/Applicant will be deemed to have authorised the Issuer to make the necessary changes in the RHP and the Bid cum Application Form as would be required for filing Prospectus with the Registrar of Companies (RoC) and as would be required by the RoC after such filing, without prior or subsequent notice of such changes to the relevant Bidder/Applicant.
- (c) Upon determination of the Offer Price and filing of the Prospectus with the RoC, the Bid-cum-Application Form will be considered as the application form.

SECTION 5: OFFER PROCEDURE IN BOOK BUILT OFFER

Book Building, in the context of the Offer, refers to the process of collection of Bids within the Price Band or above the Floor Price and determining the Offer Price based on the Bids received as detailed in Schedule XI of SEBI ICDR Regulations. The Offer Price is finalised after the Bid/ Offer Closing Date. Valid Bids received at or above the Offer Price are considered for allocation in the Offer, subject to applicable regulations and other terms and conditions.

5.1 SUBMISSION OF BIDS

- (a) During the Bid/ Offer Period, Bidders/Applicants may approach any of the Designated Intermediary to register their Bids. Anchor Investors who are interested in subscribing for the Equity Shares should approach the Book Running Lead Manager to register their Bid.
- (b) In case of Bidders/Applicants (excluding NIIs and QIBs) bidding at Cut-off Price, the Bidders/Applicants may instruct the SCSBs to block Bid Amount based on the Cap Price less discount (if applicable).
- (c) For Details of the timing on acceptance and upload of Bids in the Stock Exchanges Platform Bidders/Applicants are requested to refer to the RHP.

5.2 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 issue.
- (b) On the Bid/ Offer Closing Date, the Designated Intermediaries may upload the Bids till such time as may be permitted by the Stock Exchanges.
- (c) Only Bids that are uploaded on the Stock Exchanges Platform are considered for allocation/Allotment. The Designated Intermediaries are given till 1:00 pm on the day following the Bid/ Offer Closing Date to modify select fields uploaded in the Stock Exchange Platform during the Bid/ Offer Period after which the Stock Exchange(s) send the bid information to the Registrar to the Offer for further processing.

5.3 BUILD UP OF THE BOOK

- (a) Bids received from various Bidders/Applicants through the Designated Intermediaries may be electronically uploaded on the Bidding Platform of the Stock Exchanges' on a regular basis. The book gets built up at various price levels. This information may be available with the BRLM at the end of the Bid/ Offer Period.
- (b) Based on the aggregate demand and price for Bids registered on the Stock Exchanges Platform, a graphical representation of consolidated demand and price as available on the websites of the Stock Exchanges may be made available at the Bidding Centres during the Bid/ Offer Period.

5.4 WITHDRAWAL OF BIDS

- (a) RIIs can withdraw their Bids until Bid/ Offer Closing Date. In case a RII wishes to withdraw the Bid, the same can be done by submitting a request for the same to the concerned Designated Intermediary, who shall do the requisite, including unblocking of the funds by the SCSB in the ASBA Account.
- (b) The Registrar to the Offer shall give instruction to the SCSB for unblocking the ASBA Account upon or after the finalisation of basis of Allotment. QIBs and NIIs can neither withdraw nor lower the size of their Bids at any stage.

5.5 REJECTION & RESPONSIBILITY FOR UPLOAD OF BIDS

- (a) The Designated Intermediaries are individually responsible for the acts, mistakes or errors or omission in relation to
 - (i) the Bids accepted by the Designated Intermediary;
 - (ii) the Bids uploaded by the Designated Intermediary; and
 - (iii) the Bid cum application forms accepted but not uploaded by the Designated Intermediaries.
- (b) The BRLM and their affiliate Syndicate Members, as the case may be, may reject Bids if all the information required is not provided and the Bid cum Application Form is incomplete in any respect.
- (c) The SCSBs shall have no right to reject Bids, except in case of unavailability of adequate funds in the ASBA account or on technical grounds.
- (d) In case of QIB Bidders, only the (i) SCSBs (for Bids other than the Bids by Anchor Investors); and (ii) BRLM and their affiliate Syndicate Members (only in the specified locations) have the right to reject bids. However, such rejection shall be made at the time of receiving the Bid and only after assigning a reason for such rejection in writing.
- (e) All bids by QIBs, NIIs & RIIs Bids can be rejected on technical grounds listed herein.

5.5.1 GROUNDS FOR TECHNICAL REJECTIONS

Bid cum Application Forms/Application Form can be rejected on the below mentioned technical grounds either at the time of their submission to any of the Designated Intermediaries, or at the time of finalisation of the Basis of Allotment. Bidders/Applicants are advised to note that the Bids/Applications are liable to be rejected, inter-alia, on the following grounds, which have been detailed at various places in this GID:

- (a) Bid/Application by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minors having valid Depository Account as per Demographic Details provided by Depositories);
- (b) Bids/Applications of Bidders (other than Anchor Investors) accompanied by cash, draft, cheques, money order or any other mode of payment other than amounts blocked in the Bidders' ASBA Account maintained with an SCSB;
- (c) Bids/Applications by OCBs;

- (d) In case of partnership firms, Bid/Application for Equity Shares made in the name of the firm. However, a limited liability partnership can apply in its own name;
- (e) In case of Bids/Applications under power of attorney or by limited companies, corporate, trust etc., relevant documents are not being submitted along with the Bid cum application form/Application Form;
- (f) Bids/Applications by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority;
- (g) Bids/Applications by any person outside India if not in compliance with applicable foreign and Indian laws;
- (h) Bids/Applications by persons in the United States;
- (i) DP ID and Client ID not mentioned in the Bid cum Application Form/Application Form;
- (j) PAN not mentioned in the Bid cum Application Form/Application Form except for Bids/Applications by or on behalf of the Central or State Government and officials appointed by the court and by the investors residing in the State of Sikkim, provided such claims have been verified by the Depository Participant;
- (k) In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN;
- (l) Bids/Applications for lower number of Equity Shares than the minimum specified for that category of investors;
- (m) Bids/Applications at a price less than the Floor Price & Bids/Applications at a price more than the Cap Price;
- (n) Bids/Applications at Cut-off Price by NIIs and QIBs;
- (o) The amounts mentioned in the Bid cum Application Form/Application Form does not tally with the amount payable for the value of the Equity Shares Bid/Applied for;
- (p) Bids/Applications for amounts greater than the maximum permissible amounts prescribed by the regulations;
- (q) Submission of more than five Bid cum Application Forms/Application Form as per ASBA Account;
- (r) Bids/Applications for number of Equity Shares which are not in multiples Equity Shares which are not in multiples as specified in the RHP;
- (s) Multiple Bids/Applications as defined in this GID and the RHP/Prospectus;
- (t) Bid cum Application Forms/Application Forms are not delivered by the Bidders/Applicants within the time prescribed as per the Bid cum Application Forms/Application Form, Bid/ Offer Opening Date advertisement and as per the instructions in the RHP and the Bid cum Application Forms;
- (u) Bank account mentioned in the Bid cum Application Form may not be an account maintained by SCSB. Inadequate funds in the bank account to block the Bid/Application Amount specified in the Bid cum Application Form/Application Form at the time of blocking such Bid/Application Amount in the bank account;
- (v) In case of Anchor Investors, Bids/Applications where sufficient funds are not available in Escrow Accounts as per final certificate from the Anchor Escrow Bank;
- (w) Where no confirmation is received from SCSB for blocking of funds;
- (x) Bids/Applications by Bidders (other than Anchor Investors) not submitted through ASBA process;

- (y) Bid cum Application Form submitted to Designated Intermediaries at locations other than the Bidding Centres or to the Anchor Escrow Bank (assuming that such bank is not a SCSB where the ASBA Account is maintained), to the issuer or the Registrar to the Offer;
- (z) Bids/Applications not uploaded on the terminals of the Stock Exchanges;
- (aa) Bids/Applications by SCSBs wherein a separate account in its own name held with any other SCSB is not mentioned as the ASBA Account in the Bid cum Application Form/Application Form.

5.6 BASIS OF ALLOCATION

- (a) The SEBI ICDR Regulations specify the allocation or Allotment that may be made to various categories of Bidders/Applicants in an Offer depending on compliance with the eligibility conditions. Certain details pertaining to the percentage of Offer size available for allocation to each category is disclosed overleaf of the Bid cum Application Form and in the RHP/Prospectus. For details in relation to allocation, the Bidder/Applicant may refer to the RHP/Prospectus.
- (b) Under-subscription in any category (except QIB Portion) is allowed to be met with spill-over from any other category or combination of categories at the discretion of the Issuer and in consultation with the BRLM and the Designated Stock Exchange and in accordance with the SEBI ICDR Regulations. Unsubscribed portion in QIB Portion is not available for subscription to other categories.
- (c) In case of under subscription in the Offer, spill-over to the extent of such under-subscription may be permitted from the Reserved Portion to the Offer. For allocation in the event of an under-subscription applicable to the Issuer, Bidders/Applicants may refer to the RHP.
- (d) **Illustration of the Book Building and Price Discovery Process**

Bidders should note that this example is solely for illustrative purposes and is not specific to the Offer; it also excludes Bidding by Anchor Investors.

Bidders can bid at any price within the price band. For instance, assume a price band of ₹20 to ₹24 per share, issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. The illustrative book given below shows the demand for the equity shares of the issuer at various prices and is collated from bids received from various investors.

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

The price discovery is a function of demand at various prices. The highest price at which the Issuer is able to Offer the desired number of equity shares is the price at which the book cuts off, i.e., ₹22.00 in the above example. The issuer, in consultation with the book running lead managers, may finalise the Offer Price at or below such cut-off price, i.e., at or below ₹22.00. All bids at or above this Offer Price and cut-off bids are valid bids and are considered for allocation in the respective categories.

(e) Alternate Method of Book Building

In case of FPOs, Issuers may opt for an alternate method of Book Building in which only the Floor Price is specified for the purposes of Bidding (“**Alternate Book Building Process**”).

The Issuer may specify the Floor Price in the RHP or advertise the Floor Price at least one Working Day prior to the Bid/ Offer Opening Date. QIBs may Bid at a price higher than the Floor Price and the Allotment to the QIBs is made on a price priority basis. The Bidder with the highest Bid Amount is allotted the number of Equity Shares Bid for and then the second highest Bidder is Allotted Equity Shares and this process continues until all the Equity Shares have been allotted. RIIs, NIIs and

Employees are Allotted Equity Shares at the Floor Price and allotment to these categories of Bidders is made proportionately. If the number of Equity Shares Bid for at a price is more than available quantity, then the Allotment may be done on a proportionate basis. Further, the Issuer may place a cap either in terms of number of specified securities or percentage of issued capital of the Issuer that may be Allotted to a single Bidder, decide whether a Bidder be allowed to revise the bid upwards or downwards in terms of price and/or quantity and also decide whether a Bidder be allowed single or multiple bids.

SECTION 6: OFFER PROCEDURE IN FIXED PRICE ISSUE

Applicants may note that there is no Bid cum Application Form in a Fixed Price Offer. As the Issue Price is mentioned in the Fixed Price Issue therefore on filing of the Prospectus with the RoC, the Application so submitted is considered as the application form.

Applicants may only use the specified Application Form for the purpose of making an Application in terms of the Prospectus which may be submitted through the Designated Intermediary.

ASBA Applicants may submit an Application Form either in physical form to the Designated Intermediaries or in the electronic form to the SCSB or the Designated Branches of the SCSBs authorising blocking of funds that are available in the bank account specified in the Application Form only (“**ASBA Account**”). The Application Form is also made available on the websites of the Stock Exchanges at least one day prior to the Bid/ Offer Opening Date.

In a fixed price issue, allocation in the offer to the public category is made as follows: minimum fifty per cent to Retail Individual Investors; and remaining to (i) individual investors other than Retail Individual Investors; and (ii) other Applicants including corporate bodies or institutions, irrespective of the number of specified securities applied for. The unsubscribed portion in either of the categories specified above may be allocated to the Applicants in the other category.

For details of instructions in relation to the Application Form, Bidders/Applicants may refer to the relevant section of the GID.

SECTION 7: ALLOTMENT PROCEDURE AND BASIS OF ALLOTMENT

The Allotment of Equity Shares to Bidders/Applicants other than Retail Individual Investors and Anchor Investors may be on proportionate basis. For Basis of Allotment to Anchor Investors, Bidders/Applicants may refer to RHP/Prospectus. No Retail Individual Investor will be Allotted less than the minimum Bid Lot subject to availability of shares in Retail Individual Investor Category and the remaining available shares, if any will be Allotted on a proportionate basis. The Issuer is required to receive a minimum subscription of 90% of the Offer (excluding any Offer for Sale of specified securities). However, in case the Offer is in the nature of Offer for Sale only, then minimum subscription may not be applicable.

7.1 ALLOTMENT TO RIIs

Bids received from the RIIs at or above the Offer Price may be grouped together to determine the total demand under this category. If the aggregate demand in this category is less than or equal to the Retail Portion at or above the Offer Price, full Allotment may be made to the RIIs to the extent of the valid Bids. If the aggregate demand in this category is greater than the allocation to in the Retail Portion at or above the Offer Price, then the maximum number of RIIs who can be Allotted the minimum Bid Lot will be computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot (“**Maximum RII Allottees**”). The Allotment to the RIIs will then be made in the following manner:

- (a) In the event the number of RIIs who have submitted valid Bids in the Offer is equal to or less than Maximum RII Allottees, (i) all such RIIs shall be Allotted the minimum Bid Lot; and (ii) the balance available Equity Shares, if any, remaining in the Retail Portion shall be Allotted on a proportionate basis to the RIIs who have received Allotment as per (i) above for the balance demand of the Equity Shares Bid by them (i.e. who have Bid for more than the minimum Bid Lot).

- (b) In the event the number of RIIs who have submitted valid Bids in the Offer is more than Maximum RII Allottees, the RIIs (in that category) who will then be Allotted minimum Bid Lot shall be determined on the basis of draw of lots.

7.2 ALLOTMENT TO NIIs

Bids received from NIIs at or above the Offer Price may be grouped together to determine the total demand under this category. The Allotment to all successful NIIs may be made at or above the Offer Price. If the aggregate demand in this category is less than or equal to the Non-Institutional Portion at or above the Offer Price, full Allotment may be made to NIIs to the extent of their demand. In case the aggregate demand in this category is greater than the Non-Institutional Portion at or above the Offer Price, Allotment may be made on a proportionate basis up to a minimum of the Non-Institutional Portion.

7.3 ALLOTMENT TO QIBs

For the Basis of Allotment to Anchor Investors, Bidders/Applicants may refer to the SEBI ICDR Regulations or RHP/Prospectus. Bids received from QIBs Bidding in the QIB Portion (net of Anchor Portion) at or above the Offer Price may be grouped together to determine the total demand under this category. The QIB Portion may be available for Allotment to QIBs who have Bid at a price that is equal to or greater than the Offer Price. Allotment may be undertaken in the following manner:

- (a) In the first instance allocation to Mutual Funds for up to 5% of the QIB Portion may be determined as follows: (i) In the event that Bids by Mutual Fund exceeds 5% of the QIB Portion, allocation to Mutual Funds may be done on a proportionate basis for up to 5% of the QIB Portion; (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion then all Mutual Funds may get full allotment to the extent of valid Bids received above the Offer Price; and (iii) Equity Shares remaining unsubscribed, if any and not allocated to Mutual Funds may be available for allotment to all QIBs as set out at paragraph 7.4(b) below;
- (b) In the second instance, allotment to all QIBs may be determined as follows: (i) In the event of oversubscription in the QIB Portion, all QIBs who have submitted Bids above the Offer Price may be Allotted Equity Shares on a proportionate basis for up to 95% of the QIB Portion; (ii) Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIBs; and (iii) Under-subscription below 5% of the QIB Portion, if any, from Mutual Funds, may be included for allocation to the remaining QIBs on a proportionate basis.

7.4 ALLOTMENT TO ANCHOR INVESTOR (IF APPLICABLE)

- (a) Allocation of Equity Shares to Anchor Investors at the Anchor Investor Offer Price will be at the discretion of the issuer subject to compliance with the following requirements:
- (i) not more than 60% of the QIB Portion will be allocated to Anchor Investors;
 - (ii) one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors; and
 - (iii) allocation to Anchor Investors shall be on a discretionary basis and subject to:
 - a maximum number of two Anchor Investors for allocation up to ₹10 crores;
 - a minimum number of two Anchor Investors and maximum number of 15 Anchor Investors for allocation of more than ₹10 crores and up to ₹250 crores subject to minimum allotment of ₹5 crores per such Anchor Investor; and
 - a minimum number of five Anchor Investors and maximum number of 15 Anchor Investors for allocation of more than ₹250 crores and an additional 10 Anchor Investors for every additional ₹250 crores or part thereof, subject to minimum allotment of ₹5 crores per such Anchor Investor.

- (b) A physical book is prepared by the Registrar on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of the issuer in consultation with the BRLM, selected Anchor Investors will be sent a CAN and if required, a revised CAN.
- (c) **In the event that the Offer Price is higher than the Anchor Investor Offer Price:** Anchor Investors will be sent a revised CAN within one day of the Pricing Date indicating the number of Equity Shares allocated to such Anchor Investor and the pay-in date for payment of the balance amount. Anchor Investors are then required to pay any additional amounts, being the difference between the Offer Price and the Anchor Investor Offer Price, as indicated in the revised CAN within the pay-in date referred to in the revised CAN. Thereafter, the Allotment Advice will be issued to such Anchor Investors.
- (d) **In the event the Offer Price is lower than the Anchor Investor Offer Price:** Anchor Investors who have been Allotted Equity Shares will directly receive Allotment Advice.

7.5 BASIS OF ALLOTMENT FOR QIBs (OTHER THAN ANCHOR INVESTORS), NIIs AND RESERVED CATEGORY IN CASE OF OVER-SUBSCRIBED ISSUE

In the event of the Offer being over-subscribed, the Issuer may finalise the Basis of Allotment in consultation with the Designated Stock Exchange in accordance with the SEBI ICDR Regulations.

The allocation may be made in marketable lots, on a proportionate basis as explained below:

- (a) Bidders may be categorised according to the number of Equity Shares applied for;
- (b) The total number of Equity Shares to be Allotted to each category as a whole may be arrived at on a proportionate basis, which is the total number of Equity Shares applied for in that category (number of Bidders in the category multiplied by the number of Equity Shares applied for) multiplied by the inverse of the over-subscription ratio;
- (c) The number of Equity Shares to be Allotted to the successful Bidders may be arrived at on a proportionate basis, which is total number of Equity Shares applied for by each Bidder in that category multiplied by the inverse of the over-subscription ratio;
- (d) In all Bids where the proportionate Allotment is less than the minimum Bid Lot decided per Bidder, the Allotment may be made as follows: the successful Bidders out of the total Bidders for a category may be determined by a draw of lots in a manner such that the total number of Equity Shares Allotted in that category is equal to the number of Equity Shares calculated in accordance with (b) above; and each successful Bidder may be Allotted a minimum of such Equity Shares equal to the minimum Bid Lot finalised by the Issuer;
- (e) If the proportionate Allotment to a Bidder is a number that is more than the minimum Bid Lot but is not a multiple of one (which is the marketable lot), the decimal may be rounded off to the higher whole number if that decimal is 0.5 or higher. If that number is lower than 0.5 it may be rounded off to the lower whole number. Allotment to all bidders in such categories may be arrived at after such rounding off; and
- (f) If the Equity Shares allocated on a proportionate basis to any category are more than the Equity Shares Allotted to the Bidders in that category, the remaining Equity Shares available for allotment may be first adjusted against any other category, where the Allotted Equity Shares are not sufficient for proportionate Allotment to the successful Bidders in that category. The balance Equity Shares, if any, remaining after such adjustment may be added to the category comprising Bidders applying for minimum number of Equity Shares.

7.6 DESIGNATED DATE AND ALLOTMENT OF EQUITY SHARES

- (i) **Designated Date:** On the Designated Date, the Anchor Escrow Bank shall transfer the funds represented by allocation of Equity Shares to Anchor Investors from the Anchor Escrow Accounts, as per the terms of the Cash Escrow Agreement, into the Public Offer Account with the Bankers to the Offer. The balance amount after transfer to the Public Offer Account shall be transferred to the Refund Account. Payments of refund to the Bidders applying in the

Anchor Investor Portion shall be made from the Refund Account as per the terms of the Cash Escrow Agreement and the RHP. On the Designated Date, the Registrar to the Offer shall instruct the SCSBs to transfer funds represented by allocation of Equity Shares from ASBA Accounts into the Public Offer Account.

- (ii) **Issuance of Allotment Advice:** Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall upload the same on its website. On the basis of the approved Basis of Allotment, the Issuer shall pass necessary corporate action to facilitate the Allotment and credit of Equity Shares. Bidders/Applicants **are advised to instruct their Depository Participant to accept the Equity Shares that may be allotted to them pursuant to the Issue.**

Pursuant to confirmation of such corporate actions, the Registrar will dispatch Allotment Advice to the Bidders/Applicants who have been Allotted Equity Shares in the Issue.

- (iii) The dispatch of Allotment Advice shall be deemed a valid, binding and irrevocable contract.
- (iv) Issuer will ensure that: (i) the Allotment of Equity Shares; and (ii) credit of shares to the successful Bidders/Applicants Depository Account will be completed within six Working Days of the Bid/ Offer Closing Date. The Issuer also ensures the credit of shares to the successful Applicant's depository account is completed within four Working Days from the Bid/ Offer Closing Date.

SECTION 8: INTEREST AND REFUNDS

8.1 COMPLETION OF FORMALITIES FOR LISTING & COMMENCEMENT OF TRADING

The Issuer may ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges are taken within six Working Days of the Bid/ Offer Closing Date. The Registrar to the Offer may give instructions for credit to Equity Shares the beneficiary account with DPs, and dispatch the Allotment Advice within six Working Days of the Bid/ Offer Closing Date.

8.2 GROUNDS FOR REFUND

8.2.1 NON-RECEIPT OF LISTING PERMISSION

An Issuer makes an application to the Stock Exchange(s) for permission to deal in/list and for an official quotation of the Equity Shares. All the Stock Exchanges from where such permission is sought are disclosed in RHP/Prospectus. The Designated Stock Exchange may be as disclosed in the RHP/Prospectus with which the Basis of Allotment may be finalised.

If the Issuer fails to make application to the Stock Exchange(s) and obtain permission for listing of the Equity Shares, in accordance with the provisions of Section 40 of the Companies Act, 2013, the Issuer may be punishable with a fine which shall not be less than ₹5 lakhs but which may extend to ₹50 lakhs and every officer of the Issuer who is in default shall be punishable with imprisonment for a term which may extend to one year or with fine which shall not be less than ₹50,000 but which may extend to ₹3 lakhs, or with both.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchange(s), the Issuer may forthwith may take steps to refund, without interest, all moneys received from the Bidders/Applicants in pursuance of the RHP/Prospectus.

If such money is not refunded to Bidders within the prescribed time after the Issuer becomes liable to repay it, then the Issuer and every director of the Issuer who is an officer in default may, on and from such expiry of such period, be liable to repay the money, with interest at such rate, as disclosed in the RHP/Prospectus.

8.2.2 NON-RECEIPT OF MINIMUM SUBSCRIPTION

If the Issuer does not receive a minimum subscription of 90% of Offer, the Offer (excluding any offer for sale of specified securities), including devolvement to the Underwriters, as applicable, the Issuer may forthwith, take steps to unblock the entire subscription amount received within six Working Days

of the Bid/ Offer Closing Date and repay, without interest, all moneys received from Anchor Investors. This is further subject to the compliance with Rule 19(2)(b) of the SCRR. In case the Offer is in the nature of Offer for Sale only, then minimum subscription may not be applicable.

If there is a delay beyond the prescribed time after the Issuer becomes liable to pay or unblock the amount received from Bidders, then the Issuer and every director of the Issuer who is an officer in default may on and from expiry of prescribed time period under applicable laws, be jointly and severally liable to repay the money, with interest at the rate of 15% per annum in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended.

8.2.3 MINIMUM NUMBER OF ALLOTTEES

The Issuer may ensure that the number of prospective Allottees to whom Equity Shares may be allotted may not be less than 1,000 failing which the entire application monies may be refunded forthwith.

8.2.4 IN CASE OF ISSUES MADE UNDER COMPULSORY BOOK BUILDING

In case an Issuer not eligible under Regulation 26(1) of the SEBI ICDR Regulations comes for an Offer under Regulation 26(2) of SEBI (ICDR) Regulations but fails to Allot at least 75% of the Offer to QIBs, in such case full subscription money is to be refunded.

8.3 MODE OF REFUND

1. **In case of ASBA Bids:** Within six Working Days of the Bid/ Offer Closing Date, the Registrar to the Offer may give instructions to SCSBs for unblocking the amount in ASBA Accounts for unsuccessful Bids or for any excess amount blocked on Bidding.
2. **In case of Anchor Investors:** Within six Working Days of the Bid/ Offer Closing Date, the Registrar to the Offer may dispatch the refund orders for all amounts payable to unsuccessful Anchor Investors.
3. In case of Anchor Investors, the Registrar to the Offer may obtain from the depositories the Bidders' bank account details, including the MICR code, on the basis of the DP ID, Client ID and PAN provided by the Anchor Investors in their Bid cum Application Forms for refunds. Accordingly, Anchor Investors are advised to immediately update their details as appearing on the records of their depositories. Failure to do so may result in delays in dispatch of refund orders or refunds through electronic transfer of funds, as applicable, and any such delay may be at the Anchor Investors' sole risk and neither the Issuer, the Registrar to the Offer, the Escrow Collection Banks, or the Syndicate, may be liable to compensate the Anchor Investors for any losses caused to them due to any such delay, or liable to pay any interest for such delay. Please note that refunds shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.
4. In the case of Bids from Eligible NRI Bidders and FPIs, refunds, if any, may generally be payable in Indian Rupees only and net of bank charges and/or commission. If so desired, such payments in Indian Rupees may be converted into U.S. Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and may be dispatched by registered post. The Issuer and the Selling Shareholders may not be responsible for loss, if any, incurred by the Bidder/Applicant on account of conversion of foreign currency.

8.3.1 Electronic mode of making refunds for Anchor Investors

The payment of refund, if any, may be done through various electronic modes as mentioned below:

- (i) **NACH**—National Automated Clearing House is a consolidated system of ECS. Payment of refunds would be done through NACH for Anchor Investors having an account at one of the centres specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including Magnetic Ink Character Recognition (MICR) code wherever applicable from the depository. The payment of refunds through NACH is mandatory for Anchor Investors having a bank account at any of the centres where NACH facility has been made available by the RBI (subject to availability of all information for

crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or Direct Credit or RTGS.

- (ii) **NEFT**—Payment of refund may be undertaken through NEFT wherever the branch of the Anchor Investors' bank is NEFT enabled and has been assigned the Indian Financial System Code (“**IFSC**”), which can be linked to the MICR of that particular branch. The IFSC may be obtained from the website of RBI as at a date prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Anchor Investors have registered their nine- digit MICR number and their bank account number while opening and operating the demat account, the same may be duly mapped with the IFSC of that particular bank branch and the payment of refund may be made to the Anchor Investors through this method. In the event NEFT is not operationally feasible, the payment of refunds may be made through any one of the other modes as discussed in this section;
- (iii) **Direct Credit**—Anchor Investors having their bank account with the Refund Banker may be eligible to receive refunds, if any, through direct credit to such bank account; and
- (iv) **RTGS**—Anchor Investors having a bank account with a bank branch which is RTGS enabled as per the information available on the website of RBI and whose refund amount exceeds ₹0.2 million, shall be eligible to receive refund through RTGS, provided the Demographic Details downloaded from the Depositories contain the nine-digit MICR code of the Anchor Investor's bank which can be mapped with the RBI data to obtain the corresponding IFSC. Charges, if any, levied by the Anchor Escrow Bank for the same would be borne by our Company. Charges, if any, levied by the Anchor Investor's bank receiving the credit would be borne by the Anchor Investor.

Please note that refunds through the abovementioned modes shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Bank.

For details of levy of charges, if any, for any of the above methods, Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centres etc. Bidders/Applicants may refer to RHP/Prospectus.

8.4 INTEREST IN CASE OF DELAY IN ALLOTMENT OR REFUND

The Issuer may pay interest at the rate of 15% per annum if refund orders are not dispatched or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and/or demat credits are not made to Bidders/Applicants or instructions for unblocking of funds in the ASBA Account are not dispatched within the 15 Working Days of the Bid/ Offer Closing Date.

The Issuer may pay interest at 15% per annum for any delay beyond 15 days from the Bid/ Offer Closing Date, if Allotment is not made.

SECTION 9: GLOSSARY AND ABBREVIATIONS

Unless the context otherwise indicates or implies, certain definitions and abbreviations used in this document may have the meaning as provided below. References to any legislation, act or regulation may be to such legislation, act or regulation as amended from time to time. In case of inconsistency in the description of a term mentioned herein below and the description ascribed to such term in this Draft Red Herring Prospectus, the description as ascribed to such term in this Draft Red Herring Prospectus shall prevail.

Term	Description
Allotment/Allot/Allotted	The allotment of Equity Shares pursuant to the Offer to successful Bidders/Applicants
Allotment Advice	Note or advice or intimation of Allotment sent to the Bidders/Applicants who have been Allotted Equity Shares after the Basis of Allotment has been approved by the designated Stock Exchanges
Allottee	A Bidder/Applicant to whom the Equity Shares are Allotted
Anchor Escrow Account	Account opened with the Anchor Collection Bank and in whose favour the Anchor Investors may transfer money through NEFT/RTGS/direct credit in respect of the Bid Amount when submitting a Bid
Anchor Escrow Bank	Refer to definition of Banker(s) to the Offer
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in SEBI ICDR Regulations and the Red Herring Prospectus
Anchor Investor Portion	Up to 60% of the QIB Portion which may be allocated by the Issuer in consultation with the BRLMs, to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion is reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to Anchor Investors
Application Form	The form in terms of which the Applicant should make an application for Allotment in case of issues other than Book Built Issues, includes Fixed Price Offer
Application Supported by Blocked Amount/ASBA	An application, whether physical or electronic, used by Bidders/Applicants, other than Anchor Investors, to make a Bid and authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB
ASBA Account	Account maintained with an SCSB which may be blocked by such SCSB to the extent of the Bid Amount of the Bidder/Applicant
Banker(s) to the Offer/Anchor Escrow Bank(s)/Collecting Banker	The banks which are clearing members and registered with SEBI as Banker to the Offer with whom the Anchor Escrow Account(s) for Anchor Investors may be opened, and as disclosed in the RHP/Prospectus and Bid cum Application Form of the Issuer
Basis of Allotment	The basis on which the Equity Shares may be Allotted to successful Bidders/Applicants under the Offer
Bid	An indication to make an offer during the Bid/ Offer Period by a prospective Bidder pursuant to submission of Bid cum Application Form or during the Anchor Investor Bid/ Offer Date by the Anchor Investors, to subscribe for or purchase the Equity Shares of the Issuer at a price within the Price Band, including all revisions and modifications thereto. In case of issues undertaken through the fixed price process, all references to a Bid should be construed to mean an Application
Bid Amount	The highest value of the optional Bids indicated in the Bid cum Application Form and payable by the Bidder/Applicant upon submission of the Bid (except for Anchor Investors), less discounts (if applicable). In case of issues undertaken through the fixed price process, all references to the Bid Amount should be construed to mean the Application Amount
Bid/ Offer Closing Date	Except in the case of Anchor Investors (if applicable), the date after which the Designated Intermediaries may not accept any Bids for the Offer, which may be notified in an English national daily, a Hindi national daily and a regional language newspaper at the place where the registered office of the Issuer is situated, each with wide circulation. Applicants/Bidders may refer to the RHP/Prospectus for the Bid/ Offer Closing Date
Bid/ Offer Opening Date	The date on which the Designated Intermediaries may start accepting Bids for the Offer, which may be the date notified in an English national daily, a Hindi national daily and a regional language newspaper at the place where the registered office of the Issuer is situated, each with wide circulation. Applicants/Bidders may refer to the RHP/Prospectus for the Bid/ Offer Opening Date

Term	Description
Bid/ Offer Period	Except in the case of Anchor Investors (if applicable), the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date inclusive of both days and during which prospective Bidders/Applicants (other than Anchor Investors) can submit their Bids, inclusive of any revisions thereof. The Issuer 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. Applicants/Bidders may refer to the RHP/Prospectus for the Bid/ Offer Period
Bid cum Application Form	An application form, whether physical or electronic, used by Bidders, other than Anchor Investors, to make a Bid and which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus
Bidder/Applicant	Any prospective investor who makes a Bid/Application pursuant to the terms of the RHP/Prospectus and the Bid cum Application Form. In case of issues undertaken through the fixed price process, all references to a Bidder/Applicant should be construed to mean a Bidder/Applicant
Book Building Process/Book Building Method	The book building process as provided under SEBI ICDR Regulations, in terms of which the Offer is being made
Broker Centres	Broker centres notified by the Stock Exchanges, where Bidders/Applicants can submit the Bid cum Application Forms to a Registered Broker. The details of such broker centres, along with the names and contact details of the Registered Brokers are available on the websites of the Stock Exchanges
BRLM(s)/Book Running Lead Manager(s)/Lead Manager/LM	The Book Running Lead Manager to the Offer as disclosed in the RHP/Prospectus and the Bid cum Application Form of the Issuer. In case of issues undertaken through the fixed price process, all references to the Book Running Lead Manager should be construed to mean the Lead Manager or LM
Business Day	Monday to Saturday (except 2 nd and 4 th Saturday of a month and public holidays)
CAN/Confirmation of Allotment Note	The note or advice or intimation sent to each successful Bidder/Applicant indicating the Equity Shares which may be Allotted, after approval of Basis of Allotment by the Designated Stock Exchange
Cap Price	The higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price may not be finalised and above which no Bids may be accepted
Client ID	Client Identification Number maintained with one of the Depositories in relation to demat account
Collecting Depository Participant or CDPs	A depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Collecting Registrar and Share Transfer Agents or CRTAs	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Cut-off Price	Offer Price, finalised by the Issuer in consultation with the Book Running Lead Manager(s), which can be any price within the Price Band. Only RIIs, Retail Individual Shareholders and employees are entitled to Bid at the Cut-off Price. No other category of Bidders/Applicants are entitled to Bid at the Cut-off Price
DP	Depository Participant
DP ID	Depository Participant's Identification Number
Depositories	National Securities Depository Limited and Central Depository Services (India) Limited
Demographic Details	Details of the Bidders/Applicants including the Bidder/Applicant's address, name of the Applicant's father/husband, investor status, occupation and bank account details
Designated Branches	Such branches of the SCSBs which may collect the Bid cum Application Forms used by Bidders/Applicants (excluding Anchor Investors) and a list of which is available on http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes
Designated CDP Locations	Such locations of the CDPs where Bidders can submit the Bid cum Application Forms to Collecting Depository Participants. The details of such Designated CDP Locations, along with names and contact details of the Collecting Depository Participants eligible to accept Bid cum Application Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)

Term	Description
Designated Date	The date on which funds are transferred by the Anchor Escrow Bank from the Anchor Escrow Account and the amounts blocked by the SCSBs are transferred from the ASBA Accounts, as the case may be, to the Public Offer Account or the Refund Account, as appropriate, after the Prospectus is filed with the RoC, following which the board of directors may Allot Equity Shares to successful Bidders/Applicants in the Fresh Issue may give delivery instructions for the transfer of the Equity Shares constituting the Offer for Sale
Designated Intermediaries /Collecting Agent	Syndicate Members, sub-syndicate/Agents, SCSBs, Registered Brokers, Brokers, the CDPs and CRTAs, who are authorised to collect Bid cum Application Forms from the Bidders, in relation to the Offer
Designated RTA Locations	Such locations of the CRTAs where Bidders can submit the Bid cum Application Forms to CRTAs. The details of such Designated RTA Locations, along with names and contact details of the CRTAs eligible to accept Bid cum Application Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
Designated Stock Exchange	The designated stock exchange as disclosed in the RHP/Prospectus of the Issuer
Discount	Discount to the Offer Price that may be provided to Bidders/Applicants in accordance with the SEBI ICDR Regulations.
Draft Prospectus	The draft prospectus filed with SEBI in case of Fixed Price Issues and which may mention a price or a Price Band
Employees	Employees of an Issuer as defined under SEBI ICDR Regulations and including, in case of a new company, persons in the permanent and full-time employment of the promoting companies excluding the promoters and immediate relatives of the promoters. For further details, Bidder/Applicant may refer to the RHP/Prospectus
Equity Shares	Equity Shares of the Issuer
Cash Escrow Agreement	Agreement to be entered into among the Issuer, the Registrar to the Offer, the Book Running Lead Manager(s), the Anchor Escrow Bank and the Refund Bank(s) for collection of the Bid Amounts from Anchor Investors and where applicable, remitting refunds of the amounts collected to the Anchor Investors on the terms and conditions thereof
FCNR Account	Foreign Currency Non-Resident Account
First Bidder/Applicant	The Bidder/Applicant whose name appears first in the Bid cum Application Form or Revision Form
Fixed Price Offer /Fixed Price Process/Fixed Price Method	The Fixed Price process as provided under SEBI ICDR Regulations, in terms of which the Offer is being made
Floor Price	The lower end of the Price Band, at or above which the Offer Price and the Anchor Investor Offer Price may be finalised and below which no Bids may be accepted, subject to any revision thereto
FPIs	Foreign Portfolio Investors as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014
FPO	Further public offering
Foreign Venture Capital Investors or FVCIs	Foreign Venture Capital Investors as defined and registered with SEBI under the SEBI (Foreign Venture Capital Investors) Regulations, 2000
IPO	Initial public offering
Issuer/Company	The Issuer proposing the initial public offering/further public offering as applicable
Maximum RII Allottees	The maximum number of RIIs who can be Allotted the minimum Bid Lot. This is computed by dividing the total number of Equity Shares available for Allotment to RIIs by the minimum Bid Lot
MICR	Magnetic Ink Character Recognition – nine-digit code as appearing on a cheque leaf
Mutual Fund	A mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996
Mutual Funds Portion	5% of the QIB Portion (excluding the Anchor Investor Portion) available for allocation to Mutual Funds only, being such number of equity shares as disclosed in the RHP/Prospectus and Bid cum Application Form
NACH	National Automated Clearing House which is a consolidated system of ECS. Payment of refund would be done through NACH for Applicants having an account at one of the centres specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including Magnetic Ink Character Recognition (MICR) code wherever applicable from the depository. The

Term	Description
	payment of refund through NACH is mandatory for Applicants having a bank account at any of the centres where NACH facility has been made available by the RBI (subject to availability of all information for crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or Direct Credit or RTGS
NEFT	National Electronic Fund Transfer
NRE Account	Non-Resident External Account
NRI	NRIs from such jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the RHP/Prospectus constitutes an invitation to subscribe to or purchase the Equity Shares
NRO Account	Non-Resident Ordinary Account
Non-Institutional Investors or NIIs	All Bidders/Applicants, including Category III FPIs, that are not QIBs or RIBs and who have Bid for Equity Shares for an amount of more than ₹200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Portion	The portion of the Offer being such number of Equity Shares available for allocation to NIIs on a proportionate basis and as disclosed in the RHP/Prospectus and the Bid cum Application Form
Non-Resident	A person resident outside India, as defined under FEMA and includes Eligible NRIs, FPIs and FVCIs registered with SEBI
OCB/Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA
Offer	Public issue of Equity Shares of the Issuer including the Offer for Sale if applicable
Offer for Sale	Public offer of such number of Equity Shares as disclosed in the RHP/Prospectus through an offer for sale by the Selling Shareholders
Offer Price	The final price, less discount (if applicable) at which the Equity Shares may be Allotted to Bidders other than Anchor Investors, in terms of the Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price. The Offer Price may be decided by the Issuer in consultation with the Book Running Lead Manager(s)
Other Investors	Investors other than Retail Individual Investors in a Fixed Price Offer. These include individual applicants other than retail individual investors and other investors including corporate bodies or institutions irrespective of the number of specified securities applied for
PAN	Permanent Account Number allotted under the Income Tax Act, 1961
Price Band	Price Band with a minimum price, being the Floor Price and the maximum price, being the Cap Price and includes revisions thereof. The Price Band and the minimum Bid lot size for the Offer may be decided by the Issuer in consultation with the Book Running Lead Manager(s) and advertised, at least five working days in case of an IPO and one working day in case of FPO, prior to the Bid/ Offer Opening Date, in English national daily, Hindi national daily and regional language at the place where the registered office of the Issuer is situated, newspaper each with wide circulation
Pricing Date	The date on which the Issuer in consultation with the Book Running Lead Manager(s), finalise the Offer Price
Prospectus	The prospectus to be filed with the RoC in accordance with Section 26 of the Companies Act, 2013 after the Pricing Date, containing the Offer Price, the size of the Offer and certain other information
Public Offer Account	An account opened with the Banker to the Offer to receive monies from the Anchor Escrow Account and from the ASBA Accounts on the Designated Date
QIB Portion	The portion of the Offer being such number of Equity Shares to be Allotted to QIBs on a proportionate basis
Qualified Institutional Buyers/QIBs	As defined under SEBI ICDR Regulations
RTGS	Real Time Gross Settlement
Red Herring Prospectus/RHP	The red herring prospectus issued in accordance with Section 32 of the Companies Act, 2013, which does not have complete particulars of the price at which the Equity Shares are offered and the size of the Offer. The RHP may be filed with the RoC at least three days before the Bid/ Offer Opening Date and may become a Prospectus upon filing with the RoC after the Pricing Date. In case of issues undertaken through the fixed price process, all references to the RHP should be construed to mean the Prospectus

Term	Description
Refund Account(s)	The account opened with Refund Bank(s), from which refunds to Anchor Investors, if any, of the whole or part of the Bid Amount may be made
Refund Bank(s)	Refund bank(s) as disclosed in the RHP/Prospectus and Bid cum Application Form of the Issuer
Refunds through electronic transfer of funds	Refunds through Direct Credit, NEFT, RTGS or ASBA, as applicable
Registered Broker	Stock Brokers registered with the Stock Exchanges having nationwide terminals, other than the members of the Syndicate
Registrar to the Offer /RTO	The Registrar to the Offer as disclosed in the RHP/Prospectus and Bid cum Application Form
Reserved Category/Categories	Categories of persons eligible for making application/Bidding under reservation portion
Reservation Portion	The portion of the Offer reserved for such category of eligible Bidders/Applicants as provided under the SEBI ICDR Regulations
Retail Individual Investors/RIIs	Investors who applies or bids for a value of not more than ₹200,000 (including HUFs applying through their karta and eligible NRIs and does not include NRIs other than Eligible NRIs)
Retail Individual Shareholders	Shareholders of a listed Issuer who applies or bids for a value of not more than ₹200,000
Retail Portion	The portion of the Offer being such number of Equity Shares available for allocation to RIIs which shall not be less than the minimum Bid Lot, subject to availability in RII category and the remaining shares to be Allotted on proportionate basis
Revision Form	The form used by the Bidders in an issue through Book Building Process to modify the quantity of Equity Shares and/or bid price indicated therein in any of their Bid cum Application Forms or any previous Revision Form(s)
RoC	The Registrar of Companies
SEBI	The Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992
SEBI ICDR Regulations	The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 as amended
Self-Certified Syndicate Bank(s) or SCSB(s)	The banks registered with the SEBI which offers the facility of ASBA and the list of which is available on the website of the http://www.sebi.gov.in/sebiweb/other/OtherAction.do? Do Recognised=yes
Specified Locations	Bidding centres where the Syndicate shall accept Bid cum Application Forms, a list of which is included in the Bid cum Application Form
Stock Exchanges/SEs	The stock exchanges as disclosed in the RHP/Prospectus of the Issuer where the Equity Shares Allotted pursuant to the Offer are proposed to be listed
Syndicate	The Book Running Lead Manager(s) and the Syndicate Member
Syndicate Agreement	The agreement to be entered into among the Issuer, and the Syndicate in relation to collection of Bid cum Application Forms by Syndicate Members
Syndicate Member(s)/SM(s)	The Syndicate Member(s) as disclosed in the RHP/Prospectus
Underwriters	The Book Running Lead Manager(s) and the Syndicate Member(s)
Underwriting Agreement	The agreement amongst the Issuer, and the Underwriters to be entered into on or after the Pricing Date
Working Day	Any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, with reference to (a) announcement of Price Band; and (b) Bid/ Offer Period, "Working Day" shall mean any day, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per the SEBI Circular SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the FDI Policy and FEMA. The government bodies responsible for granting foreign investment approvals are the concerned ministries/departments of the Government of India and the RBI. The Union Cabinet has recently approved phasing out the erstwhile Foreign Investment Promotion Board, as provided in the press release dated May 24, 2017. Accordingly, pursuant to the Office Memorandum dated June 5, 2017 issued by the Department of Economic Affairs, Ministry of Finance, approval for foreign investment under the FDI Policy and FEMA has been entrusted to the concerned ministries/departments.

The Government has from time to time made policy pronouncements on FDI through press notes and press releases. The DIPP, issued the FDI Policy by way of circular no. D/o IPP F. No. 5(1)/2017-FC-1 dated August 28, 2017 which with effect from August 28, 2017, consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DIPP that were in force and effect as on August 28, 2017. The Government proposes to update the consolidated circular on FDI Policy once every year and therefore, FDI Policy will be valid until the DIPP issues an updated FDI Policy.

Under the current FDI Policy (effective from August 28, 2017) foreign investment up to 74% of the paid-up share capital of a company engaged in the pharmaceutical sector is permitted under the automatic route for brownfield investments and foreign investment exceeding 74% up to 100% is permitted under the government route (i.e., with a prior approval from the Government of India) subject the compliance with the sectoral conditions specified therein.

In terms of applicable FEMA 20 and the SEBI (Foreign Portfolio Investors) Regulations, 2014, as amended, investments by Foreign Portfolio Investors (“**FPI**”) in the capital of an Indian company under the SEBI (Foreign Portfolio Investors) Regulations, 2014 is subject to certain limits, i.e. the individual holding of an FPI is restricted to below 10% of the capital of the company and the aggregate limit for FPI investment is capped at 24% of the capital of the company. Such aggregate limit for FPI investment in a company can be increased up to the applicable sectoral cap by passing a board resolution, followed by a special resolution by the shareholders. The aggregate limit for FPI investment of 24% has been increased to 49% by way of a resolution passed by our Board in its meeting held on September 14, 2018 followed by a special resolution passed by the Shareholders in their extraordinary general meeting held on September 15, 2018.

In accordance with the FEMA 20, participation by non-residents in the Offer is restricted to participation by (i) FPIs under Schedule 2 of the FEMA 20, subject to the limit of an FPI holding below 10% of the post-Offer paid-up capital of our Company and the aggregate limit for FPI investment not exceeding 49% of the post-Offer paid-up capital of our Company; and (ii) eligible NRIs only on non-repatriation basis under Schedule 4 of the FEMA 20, in accordance with applicable law, subject to the limit of an individual NRI holding below 5% of the post-Offer paid-up capital of our Company and the aggregate limit for NRI investment to 10% of the post-Offer paid-up capital of our Company. For more information on bids by FPIs and Eligible NRIs, see “*Offer Procedure - Part A*” on page 343.

Further, other non-residents such as FVCIs and multilateral and bilateral development financial institutions are not permitted to participate in the Offer. As per the existing policy of the Government, OCBs cannot participate in this Offer.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of the RBI, provided that (i) the activities of the investee company falls under the automatic route as provided in the FDI Policy and FEMA and transfer does not attract the provisions of the Takeover Regulations; (ii) the non-resident shareholding is within the sectoral limits under the FDI Policy; and (iii) the pricing is in accordance with the guidelines prescribed by SEBI and RBI.

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

The Equity Shares have not been and will not be registered under the U.S. Securities Act 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 U.S. state securities laws. Accordingly, the Equity

Shares are being offered and sold outside the United States in offshore transactions in reliance on Regulation S and applicable laws of the jurisdictions where such offers and sales are made.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLMs are not liable for any amendments or modification or changes in applicable laws regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION VIII – MAIN PROVISIONS OF ARTICLES OF ASSOCIATION

The Articles of Association of our Company comprise of two parts, Part I and Part II, which parts shall, unless the context otherwise requires, co-exist with each other. In case of inconsistency between Part I and Part II, the provisions of Part II shall prevail and be applicable, however, Part II shall automatically terminate and cease to have any force and effect from the date of listing of the Equity Shares on the Stock Exchanges without any further action by our Company or by its shareholders.

PART I

SHARE CAPITAL (Articles 5 to 25)

5. The Authorized Share Capital of the Company shall be as per Clause V of the Memorandum of Association with the power to increase or reduce such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this regard and with the power also to divide the shares in the capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential, qualified or special rights, privileges or conditions, in accordance with the provisions of the Act and the AoA.

6. Subject to the provisions of the Act and the AoA, the Shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the Shares or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or subject to compliance with Section 53 of the Act, at a discount as they may, from time to time, think fit and proper, and may also issue and allot Shares in the capital of the Company in payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company in or about the conduct of its business or for consideration other than cash and the Shares which may be so allotted may be issued as fully paid up Shares and if so issued shall be deemed to be fully paid up 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 a General Meeting.

Where at any time, it is proposed to increase its subscribed capital by the issue/allotment of further Shares either out of the unissued capital or increased Share Capital then, such further Shares may be offered to:

- (a) persons who, at the date of offer, are holders of Shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those Shares by sending a letter of offer subject to the following conditions: (i) the offer shall be made by notice, dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all shareholders at least three days before opening of the offer, specifying the number of Shares offered and limiting a time not being less than 15 (fifteen) days and not exceeding 30 (thirty) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined; (ii) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person and the notice referred to in (i) shall contain a statement of this right; and (iii) after 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 may dispose of them in such manner which is not disadvantageous to the Members and the Company;

Nothing in sub-Article (a) (ii) above shall be deemed to extend the time within which the offer should be accepted; or 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.

- (b) Notwithstanding anything contained in Article 7(a), further shares may be offered to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and subject to such conditions as may be prescribed under the Act and other applicable laws; or
- (c) Notwithstanding anything contained in Article 7(a)(i), further shares may be offered to any persons, if it is authorised by the Special Resolution, whether or not those persons include the persons referred to in Article 7(a)(i) hereof, in any manner whatsoever, subject to the provisions of the Act.
- (d) any persons, whether or not those persons include the persons referred to in (a) or (b) or (c) above, either for cash or for a consideration other than cash, if the price of such Shares is determined by the valuation

report of a registered valuer submitted to the Company along with justification of the valuation, subject to compliance with the applicable provisions of Chapter III and any other conditions as may be prescribed of the Act, if a special resolution to this effect is passed by the Company in a General Meeting.

(e) The provision of Article 7 shall mutatis mutandis apply to debentures of the Company.

8. Nothing in Article 7 above shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loan raised by the Company to convert such debentures or loans into Shares in the Company or to subscribe for Shares in the Company; provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in a General Meeting.

9. A further issue of Shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act. Save as otherwise provided herein, the Company shall be entitled to treat the registered holder of any Share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by law required, be bound to recognize any equitable or other claim to or interest in such Shares on the part of any other person.

10. Any 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 the AoA and every person who thus or otherwise accepts any Shares and whose name is on the Register of Members, shall for the purposes of the AoA, be a Shareholder.

11. 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 immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable in installments, every such installment shall, when due, be paid to the Company by such person, who, for the time being, shall be the registered holder of the shares or by his executors or administrator or legal representative.

12. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by Members entitled to have the offer of such new shares, any difficulty shall arise in apportionment of such new shares or any of them amongst the Members, such difficulty shall, in the absence of any direction in the resolution creating or issuing the shares or by the Company in General Meeting, to be determined by the Board.

13. The Company may issue the following kinds of Shares in accordance with the AoA, the Act and other applicable laws:

- (i) Equity Share Capital:
 - (a) with voting rights; and / or
 - (b) with differential rights as to dividend, voting or otherwise; and
- (ii) Preference Share Capital

For the purposes of this Clause, Equity Share capital and preference share capital shall have the same meaning as ascribed to them under section 43 of the Companies Act, 2013.

14. Subject to provisions of Section 61 of the Act, the Company may, from time to time, by Ordinary Resolution increase, consolidate or sub-divide its share capital by such sum, to be divided into shares of such amount, as the resolution shall specify.

15. Notwithstanding anything contained in the AoA, subject to the provisions of Section 54 and any other applicable provisions of the Act or any law of the time being in force, the Company may from time to time, by special resolution, issue Sweat Equity Shares.

16. Except as otherwise provided by the conditions of issue of the Shares or by the AoA, any capital raised by creation of new Shares shall be considered as part of the existing Share Capital and shall be subject to the

provisions of the AoA and the Act with reference to payment of calls and installments, transfer, transmission, forfeiture, lien, surrender, voting rights and otherwise.

17. Subject to the provisions of the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the Shares may, by special resolution determine.

18. Subject to the provisions of the Act and the AoA, the Company shall have the power to issue preference share capital carrying a right of redemption out of profits which would otherwise be available for dividend or out of the proceeds of a fresh issue of Shares made for the purpose of such redemption or liable to be redeemed at the option of the Company, and the Board may, subject to the provisions of the Act, exercise such power in such manner as it may think fit. The period of redemption of such preference shares shall not exceed the maximum period for redemption provided under Section 55 of the Act.

19. The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have power to issue on a cumulative or non-cumulative basis convertible preference shares liable to be converted in any manner permissible under the Act and the Directors may, subject to the applicable provisions of the Act, exercise such power as they deem fit and provide for conversion at a premium or otherwise and/or conversion of such shares into such Securities on such terms as they may deem fit.

20. If at any time the Share Capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the Shares of that class. To every such separate general meeting of the holders of the Shares of that class, the provisions of the AoA relating to general meetings shall *mutatis mutandis* apply.

21. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

22. Subject to the provisions of the Act, the Company may issue bonus Shares to its Members out of (i) its free reserves; (ii) the securities premium account; or (iii) the capital redemption reserve account, in any manner as the Board may deem fit.

23. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise, if permissible under the Act, and may be issued on the condition that they shall be convertible into Shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of Shares, attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the rights to conversion into or allotment of Shares shall not be issued except with the sanction of the Company in General Meeting by a special resolution and subject to the provisions of the Act.

24. Pursuant to a resolution of the Board and/or a Special Resolution of the Shareholders, as required under the Act, the Company may purchase its own Equity Shares or other Securities, as may be specified by the Act read with Rules made there under from time to time, by way of a buy-back arrangement, in accordance with Sections 68, 69 and 70 of the Act, the Rules and subject to compliance with the applicable Laws.

25. Subject to the provisions of the Act, the Company shall have the power to make compromise or make arrangements with creditors and Members, consolidate, demerge, amalgamate or merge with other Company or companies in accordance with the provisions of the Act and any other applicable laws.

COMMISSION (Articles 26 to 28)

26. The Company may exercise the powers of paying commissions conferred by sub-Section (6) of Section 40 or the Act (as amended from time to time), provided that the rate per cent or amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

27. The rate or amount of the commission shall not exceed the rate or amount prescribed under the applicable rules.

28. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or partly in the one way and partly in the other.

SHARES AND SHARE CERTIFICATES (Articles 29 to 35)

29. The Company shall cause to be kept a register of Members in accordance with Section 88 of the Act. The Company shall be entitled to maintain in any country outside India a “foreign register” of Members or debenture holders resident in that country.

30. Every Person whose name is entered as a Member in the register of members shall be entitled to receive:

- (i) one (1) or more certificates in marketable lots for all the Shares of each class or denomination registered in his name, without payment of any charge; or
- (ii) several certificates, if the Board so approves (upon paying such fee as the Board so determines), each for one (1) or more of such Shares, and the Company shall complete and have ready for delivery such certificates within 2 (two) months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within 1 (one) month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be.
- (iii) within a period of six months from the date of allotment in the case of any allotment of debenture.

31. Every certificate shall be under the seal, if any, and shall specify the number and distinctive numbers of the Shares to which it relates and the amount paid-up thereon and shall be in such form as the Board may prescribe and approve.

32. In respect of any Share or Shares held jointly by several persons, the Company shall not be bound to issue more than 1 (one) certificate, and delivery of a certificate for a Share to 1 (one) or several joint holders shall be sufficient delivery to all such holders. Any Member of the Company shall have the right to sub-divide, split or consolidate the total number of Shares held by them in any manner and to request the Company to provide certificate(s) evidencing such sub-division, split or consolidation. Every certificate shall be issued without payment of fees if the Board so decides, or on payment of such fees as may be prescribed under applicable laws. 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 or in case of sub-division or consolidation of Shares.

33. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation of Shares, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Notwithstanding the foregoing provisions of this Article 26, the Board shall comply with applicable law including the rules or regulations or requirements of any stock exchange, or the rules made under the Securities Contracts (Regulation) Act, 1956, or any statutory modification or re-enactment thereof, for the time being in force.

34. Subject to the provisions of the Act, the provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures of the Company.

35. If any Share stands in the names of 2 (two) or more persons, the person first named in the Register of Members of the Company shall as regards voting at Board meetings and General Meetings, service of notice and all or any matters connected with the Company, except the transfer of Shares and any other matters herein otherwise provided, be deemed to be sole holder thereof but joint holders of the Shares shall be severally as well as jointly liable for the payment of all deposits, installments and calls due in respect of such Shares and for all incidents thereof according to the Company's Articles.

CALLS ON SHARES (Articles 36 to 45)

36. Subject to the provisions of the Act, the Board may, from time to time, make calls upon the Members in respect of any money unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall

exceed one-fourth of the nominal value of the Share or be payable at less than 1 (one) month from the date fixed for the payment of the last preceding call.

37. Each Member shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his Shares.

38. A call may be revoked or postponed at the discretion of the Board.

39. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed or date specified in the resolution and may be required to be paid by instalments.

40. The joint-holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

41. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereof from the day appointed for payment thereof to the time of actual payment at 10 % (ten per cent) per annum or at such lower rate, if any, as the Board may determine.

42. The Board shall be at liberty to waive payment of any such interest wholly or in part.

43. Any sum which by the terms of the issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue, such sum becomes payable. In case of non-payment of such sum, all the relevant provisions of the AoA as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

44. The Board may, if it thinks fit, subject to the provisions of the Act, agree to and receive from any member willing to advance the same, whole or any part of the moneys due upon the Shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company may pay interest at such rate as determined by the Board and the member paying such sum in advance agree upon, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Board may at any time repay the amount so advanced. The member shall not be entitled to any voting rights in respect of the moneys so paid by him until the same is paid or becomes presently payable. The provisions of the AoA shall *mutatis mutandis* apply to any calls on debentures of the Company.

45. Where any calls for further Share Capital are made on the Shares of a class, such calls shall be made on a uniform basis on all Shares falling under that class. For the purposes of this Article, Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

DEMATERIALIZATION OF SECURITIES (Article 46)

46. (i) Notwithstanding anything contained in the Articles, the Company shall be entitled to dematerialize its securities and offer securities in a dematerialized form pursuant to the Depositories Act, 1996 and the regulations made thereunder.

(ii) Notwithstanding anything contained in the Articles, and subject to the provisions of the law for the time being in force, the Company shall on a request made by a Beneficial Owner, re-materialize the securities, which are in dematerialized form.

(iii) Every person subscribing to the securities offered by the Company shall have the option to receive share certificates or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by the law, in respect of any securities in the manner provided by the Depositories Act, 1996 and the regulations made thereunder and the Company shall in the manner and within the time prescribed, issue to the Beneficial Owner the required certificate of securities.

(iv) If a person opts to hold his securities with a Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.

- (v) All securities held by a Depository shall be dematerialized and shall be in a fungible form.
- (a) Notwithstanding anything to the contrary contained in the Act or the Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting any transfer of ownership of securities on behalf of the Beneficial Owner.
 - (b) Save as otherwise provided in (a) above, the Depository as the registered owner of the Shares shall not have any voting rights or any other rights in respect of Shares held by it.
- (vi) Every person holding securities of the Company and whose name is entered as the Beneficial Owner in the records of the Depository shall be deemed to be the owner of such securities. The Beneficial Owner of the securities shall be entitled to all the liabilities in respect of his securities which are held by a Depository.
- (vii) Notwithstanding anything in the Act or the Articles to the contrary, where securities are held in a Depository, the records of the Beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of disks, drives or any other mode as prescribed by law from time to time.
- (viii) Nothing contained in the Act or the Articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
- (ix) Notwithstanding anything to the contrary contained in the Act or the AoA, any reference to a registered holder or a shareholder or member shall deem to include Beneficial Owner.

LIEN (Article 47 to 52)

47. The Company shall have a first and paramount lien on every Share or debenture (not being a fully paid-up Share or debenture) registered in the name of each Member (whether solely or jointly with others) to the extent of monies called or payable in respect thereof, and upon the proceeds of sale thereof for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of such Share or debenture and no equitable interest in any Share or debenture shall be created except upon the footing and condition that this Article will have full effect. Fully paid-up Shares shall be free from all liens.

Provided that the Board may at any time declare any Shares or debentures wholly or in part to be exempt from the provisions of this Article 48. The Company's lien, if any, on a Share shall extend to all dividends and bonuses declared and payable by the Company from time to time in respect of such Shares.

48. The Company may sell, in such manner as the Board thinks fit, any Shares on which the Company has a lien, provided that no sale shall be made:

- (a) unless a sum in respect of which the lien exists is presently payable;
- (b) until the expiration of 14 (fourteen) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share or the person entitled thereto by reason of his death or insolvency.

49. Unless otherwise agreed, the registration of a transfer of Shares or debentures shall operate as a waiver of the Company's lien, if any, on such Shares or debentures.

50. The following shall apply to any sale of Shares referred to in Article 49 above:

- (a) The Board shall authorise some person to transfer the Shares sold to the purchaser thereof;
- (b) The purchaser shall be registered as the holder of the Shares that are the subject of any such transfer;
- (c) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale;
- (d) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable;
- (e) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the Shares before the sale, be paid to the person entitled to the Shares at the date of the sale.

51. A Member shall not exercise any voting rights in respect of the Shares in regard to which the Company has exercised the right of lien.

52. Subject to the Act and the AoA, the right of lien under Articles 47 to 52 shall extend to other Securities.

TRANSFER OF SHARES (Article 53 to 56)

53. The securities or other interest of any Member shall be freely transferable, provided that any contract or arrangement between 2 (two) or more persons in respect of transfer of securities shall be enforceable as a contract. The instrument of transfer of any Share in the Company shall be duly executed by or on behalf of both the transferor and transferee. The transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the register of Members in respect thereof. A common form of transfer shall be used in case of transfer of Shares. The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of Shares and the registration thereof.

54. Subject to the provisions of the Act, the AoA and any other applicable law for the time being in force, the Board may subject to the right of appeal conferred by section 58, and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within 30 (Thirty) days from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration or transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on the shares.

55. Save as otherwise provided in the Act, no transfer of a Share shall be registered 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 has been delivered to the Company together with the certificate or certificates of shares, and if no such certificate is in existence, then the letter of allotment of the shares. Application for the registration of the transfer of a share may be made either by the transferor or by the transferee provided that where such application is made by the transferor, no registration shall, in the case of a partly paid share be affected unless the Company gives notice of the application to the transferee in the manner prescribed under the Act, and subject to the provisions of the AoA, the Company shall, unless objection is made by the transferee, within 2 weeks from the date of receipt of the notice, enter in the register the name of the transferee on the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee. Subject to the provisions of the Act, on giving not less than 7 days previous notice in accordance with the Act or any other time period as may be specified by law, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine, provided that such registration shall not be suspended for more than 30 days at any one time or for more than 45 days in the aggregate in any year.

56. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

TRANSMISSION OF SHARES (Article 57 to 63)

57. On the death of a Member, the survivor or survivors where the Member was a joint holder of the Shares, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person(s) recognised by the Company as having any title to his interest in the Shares. Nothing in the AoA 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.

58. Any person becoming entitled to a Share in consequence of the death or insolvency of a Member may, upon such evidence being produced as the Board may from time to time require, and subject as hereinafter provided, elect, either:

- (a) to be registered as holder of the Share; or
- (b) to make such transfer of the Share as the deceased or insolvent Member could have made.

59. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent Member had transferred the Share before his death or insolvency.

60. If the person so becoming entitled shall elect to be registered as holder of the Shares, such person shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

61. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing an instrument of transfer in accordance with the provisions of the AoA relating to transfer of Shares.

62. All the limitations, restrictions and provisions contained in the AoA relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

63. A person becoming entitled to a Share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to the General Meetings of the Company, provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the Share, and if the notice is not complied within 90 (ninety) days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES (Article 64 to 75)

64. If a Member fails to pay any call, or instalment of a call, on or before the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

65. The notice issued under Article 64 shall:

- (a) name a further day (not being earlier than the expiry of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the Shares in respect of which the call was made will be liable to be forfeited.

66. If the requirement of any such notice as aforesaid is not complied with, any Share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

67. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

68. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

69. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by the person to the Company in respect of the Shares.

70. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares.

71. A duly verified declaration in writing that the declarant is a Director, the manager or the Secretary of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all person claiming to be entitled to the Share.

72. The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or otherwise disposed of.

73. The transferee shall there upon be registered as the holder of the Share.

74. The transferee shall not be bound to ascertain or confirm the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity to invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

75. The provision of the AoA as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, become payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as the same had been payable by virtue of a call duly made and notified.

ALTERATION OF SHARE CAPITAL (Article 76 to 78)

76. Subject to the AoA and the provisions of the Act, the Company may, from time to time, by ordinary resolution, increase the Share Capital by such sum, to be divided into Shares of such amount, as may be specified in the resolution.

77. Subject to the provisions of the Act, the Company may from time to time by ordinary resolution, undertake any of the following:

- (a) consolidate or divide, all or any of the Share Capital into Shares of larger amount than its existing Shares;
- (b) convert all or any of its fully paid-up Shares into stock, and re-convert that stock into fully paid-up Shares of any denomination;
- (c) sub-divide its existing Shares or any number of them into Shares of smaller amount than is fixed by the Memorandum of Association of the Company, so however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived; or
- (d) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of Share Capital by the amount of the Shares so cancelled. A cancellation of Shares in pursuance of this Article shall not be deemed to be a reduction of Share Capital within the meaning of the Act.

78. Subject to the provisions of the Act, the Company may, from time to time, by special resolution reduce in any manner and with, and subject to, any incident authorised and consent required under applicable law:

- (a) the Share Capital;
- (b) any capital redemption reserve account; or
- (c) any Share premium account.

CONVERSION OF SHARES INTO STOCK (Article 79)

79. Where Shares are converted into stock:

- (a) the holders of stock may transfer the same or any part thereof in the same manner as and subject to the same Article under which, the Shares from which the stock arose might before the conversion have been transferred, or as near there to as circumstances admit, *provided that* the Board may, from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of the Shares from which the stock arose;
- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters, as if they held the Shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of the stock which would not, if existing in Shares, have conferred that privilege or advantage; and
- (c) such of the Articles, as are applicable to paid-up Shares shall apply to stock and the words “share”, “shareholder” and “Member” in those Articles shall include “stock” and “stock holder” respectively.

GENERAL MEETINGS (Article 80 to 83)

80. An Annual General Meeting shall be held each year within the period specified by the Applicable Law. Not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting of the Company and

that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 96 of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours on a day that is not a national holiday, and shall be held either at the registered office or as per the provisions of the Act.

81. Any General Meeting other than an Annual General Meeting shall be called extraordinary general meeting.

82. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

83. The Board by itself shall on the requisition of such number of member or members of the Company as is specified in Section 100 of the Act, forthwith proceed to call an extra-ordinary General Meeting of the Company and in respect of any such requisition and of any meeting to be called pursuant thereto, all other provisions of Section 100 of the Act shall for the time being apply.

PROCEEDINGS AT GENERAL MEETINGS (Article 84 to 101)

84. A General Meeting of the Company may be convened by giving not less than clear 21 (twenty-one) days' notice either in writing or through electronic mode in such manner as prescribed under the Act, *provided that* a General Meeting may be called after giving a shorter notice if consent is given in writing or by electronic mode,:

- a. in the case of an annual general meeting by not less than 95% (ninety-five percent) of the Members entitled to vote at such meeting; and
- b. in the case of any other general meeting by members of the Company –
 - i) holding, if the Company has a share capital, majority in number of members entitled to vote and who represent not less than 95% (ninety-five percent) of such part of the paid-up share capital of the Company as gives a right to vote at the meeting;
 - ii) having, if the Company has no share capital, not less than 95% (ninety-five percent) of the total voting power exercisable at that meeting.

85. Provided further that where any member of the Company is entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this provision in respect of the former resolution or resolutions and not in respect of the latter.

86. Notice of every meeting shall be given to the members and to such other person or persons as required by and in accordance with Section 101 and 102 of the Act and it shall be served in the manner authorized by section 20 of the Act

87. Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Act.

88. Notwithstanding anything contained elsewhere in the AoA, the Company:

- (a) shall, in respect of such items of business as the Central Government may, by notification, declare or which are under any other applicable law required to be transacted only by means of postal ballot and as prescribed by the Central Government, member of a company, which has listed its equity shares on a recognized stock exchange and having not less than one thousand members, may exercise his right to vote by electronic means; and
- (b) may, in respect of any item of business, other than ordinary business and any business in respect of which Directors or Auditors have a right to be heard at any meeting, transact by means of postal ballot,

in such manner as may be prescribed, instead of transacting such business at a General Meeting and any resolution approved by the requisite majority of the Shareholders by means of such postal ballot, shall be deemed to have been duly passed at a General Meeting convened in that behalf and shall have effect accordingly.

89. Directors may attend and speak at General Meetings, whether or not they are Shareholders.

90. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act and the Articles.

91. The Chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company. If there is no such Chairperson or if he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the Directors present shall choose one of the Directors present to be Chairperson of the meeting.

92. If at any General Meeting no Director is willing to act as Chairperson or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the general meeting, the Members present shall choose one of the Members to be Chairperson of such general meeting.

93. No business shall be discussed at any General Meeting except the election of the Chairperson whilst the Chair is vacant. If a poll is demanded on the election of the Chairperson it shall be taken forthwith in accordance with the provisions of the Act and the AoA.

94. The Chairperson may, with the consent of Members at any general meeting at which a quorum is present, and shall, if so directed by the General Meeting, adjourn the General Meeting from time to time and from place to place.

95. In the event a quorum as required herein is not present within 30 (thirty) minutes of the appointed time, then subject to the provisions of Section 103 of the Act, the General Meeting shall stand adjourned to the same place and time 7 (seven) days later, provided that the agenda for such adjourned general meeting shall remain the same. The said general meeting if called by requisitionists under Article 85 herein read with Section 100 of the Act shall stand cancelled.

96. In case of an adjourned meeting or of a change of day, time or place of meeting, the Company shall give not less than 3 (three) days' notice to the Members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the Company is situated.

97. No business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.

98. 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 General Meeting.

99. The required quorum at any adjourned General Meeting shall be the same as that required at the original General Meeting.

100. If at the adjourned meeting too a quorum is not present within 30 (thirty) minutes from the time appointed for holding such meeting, the Members present shall be the quorum and may transact the business for which the meeting was called.

101. Any act or resolution which, under the provision of the AoA or of the Act, is permitted shall be sufficiently so done or passed if effected by an ordinary resolution unless either the Act or the AoA specifically require such act to be done or such resolution passed by a special resolution or by a unanimous approval of all the Members.

VOTES OF MEMBERS (Article 102 to 111)

102. Subject to any rights or restrictions for the time being attached to any class or classes of Shares:

- (a) on a show of hands, every Member present in person shall have 1 (one) vote; and
- (b) on a poll, the voting rights of Members shall be in proportion to their share in the paid-up Share Capital.

103. At any General Meeting, a resolution put to vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the voting on any resolution on show of hands) demanded by any Member or Members present in person or by proxy, and having not less than one-tenth of the total voting power or holding Shares on which an aggregate sum of not less than Rs. 500,000 (Rupees five lakh) or such higher amount as may be prescribed has been paid up.

104. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

105. A Member may exercise his vote at a meeting by electronic means in accordance with Section 108 and shall vote only once.

106. In case of joint holders, the vote of the senior who tenders a vote, whether in person or proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names are stated in the register of Members of the Company.

107. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction, 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.

108. No Member shall be entitled to exercise any voting rights either personally or by proxy at any general meeting or meeting of a class of Shareholders either upon a show of hands or upon a poll in respect of any Shares registered in his/her name on which any calls or other sums presently payable by him in respect of Shares in the Company have not been paid.

109. Any such objection made in due time shall be referred to the Chairperson of the General Meeting whose decision shall be final and conclusive.

110. The Chairperson of the Board shall be entitled to take the Chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairperson of the Board or if at any meeting the Chairperson shall not be present within fifteen minutes of the time appointed for holding such meeting, or if the Chairperson is unable or unwilling to take the Chair, then the Directors present shall elect one of them as Chairperson. If no Director is present or if all the Directors present decline to take the Chair, then the Shareholders present shall elect one of their members to be the Chairperson of the meeting. No business shall be discussed at any General Meeting except the election of a Chairperson while the Chair is vacant.

111. The Chairperson may, with the consent given in the meeting at which a quorum is present (and if so directed by the meeting) adjourn the General Meeting from time to time and from place to place within the city, town or village in which the Office of the Company is situate but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place

PROXY (Article 112 to 116)

112. Subject to the provisions of the Act and the AoA, any Member of the Company entitled to attend and vote at a General Meeting of the Company shall be entitled to appoint a proxy to attend and vote instead of himself and the Proxy so appointed shall have no right to speak at the meeting.

113. The proxy shall not be entitled to vote except on a poll.

114. 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 not less than 48 (forty eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

115. An instrument appointing a proxy shall be in the form as prescribed under the Act.

116. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given; provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or the adjourned meeting at which the proxy is used.

DIRECTORS (Article 117 to 130)

117. Subject to the provisions of the Act, the number of Directors shall not be less than 3 (three) and not more than 15 (fifteen), provided that the Company may appoint more than 15 (fifteen) directors after passing a special resolution.

118. The Subscribers to the Memorandum of Association are the first Directors of the Company.

119. Subject to the provisions of the Act and rules made thereunder, the Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him.

120. Subject to the provisions of the Act, the Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement of directors by rotation.

121. Subject to Section 197, as amended and other applicable provisions of the Act, the remuneration of Directors may be a fixed sum by way of monthly payment or a percentage of the net profits or partly by one way and partly by the other.

122. Subject to the provisions of the Act, every Director shall be paid out of the funds of the Company such sum as the Board may from time to time determine for attending every meeting of the Board or any committee of the Board, subject to the ceiling prescribed under the Act.

123. In addition to the remuneration payable to them in pursuance of the Act, the Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meeting of the Board or any committee thereof or General Meetings of the Company and any other expenses properly incurred by them in connection with the business of the Company. If authorized by the Board, the Directors may also be remunerated for any extra services done by them outside their ordinary duties as Directors, subject to the applicable provisions of the Act.

124. A Director shall not be required to hold any qualification shares in the Company.

125. 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 as an additional director provided that the number of the Directors and additional Directors together shall not at any time exceed the maximum number fixed as above and any person so appointed as an additional Director shall retain his office only up to the date of the next Annual General Meeting or last date on which the Annual General Meeting should have been held, whichever is earlier, but shall then be eligible for re-appointment as Director of the Company.

126. In the event that a Director is absent for a continuous period of not less than 3 (three) months from India (an “**Original Director**”), subject to the AoA, the Board may appoint another Director (an “**Alternate Director**”) for and in place of the Original Director, not being a person holding any alternate directorship for any other director in the Company or holding directorship in the same company. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director and generally to perform all functions of the Original Director in the Original Director’s absence. No Person shall be appointed as an Alternate Director to an Independent Director unless such Person is qualified to be appointed as an independent director of the Company. Any person so appointed as Alternate Director shall not hold office for a period longer than that permissible to the Original Director and shall vacate the office if and when the Original Director returns to India. Further, if the term of office of the Original Director is determined before he returns to India, the automatic re-appointment of retiring directors in default of another appointment shall apply to the Original Director, and not to the Alternate Director.

127. The office of a Director shall automatically become vacant, if he is disqualified under any of the provisions of the Act or the rules framed thereunder. Further, subject to the provisions of the Act, a Director may resign from his office at any time by giving a notice in writing addressed to the Board and the Company shall intimate the Registrar and also place the fact of such resignation in the report of Directors laid in the immediately following general meeting. Such Director may also forward a copy of his resignation along with detailed reasons for the resignation to the Registrar within 30 (thirty) days of resignation. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.

The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and the AoA remove any Director before the expiry of his period of office.

128. At any Annual General Meeting at which a Director retires, the Company may fill up the vacancy by appointing the retiring Director who is eligible for re-election or some other person if a notice for the said purpose has been left at the office of the Company in accordance with the provisions of the Act.

129. If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. Provided any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated.

130. Any secured lender from which the Company has availed any loan or other financial facility shall have the right to appoint a nominee director (“**Nominee Director**”) on the Board of the Company in the event of any default or breach under any agreement(s) entered into between the Company and such secured lender, subject to the subsistence of such provision in the agreement with the secured lender. The Nominee Director shall be entitled to receive all notices, agenda and minutes and to attend all general meetings, meetings of the Board and meetings of the committee of which he is a member and vote thereat.

PROCEEDINGS OF THE BOARD (Article 131 to 152)

131. The Board may meet for the conduct of business and may adjourn and otherwise regulate its meetings, as it thinks fit.

132. A Director may and the manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

133. A minimum number of 4 (four) Board meetings shall be held every year in such a manner that not more than 120 (one hundred and twenty) days shall intervene between 2 (two) consecutive meetings of the Board, in accordance with the provisions of the Act.

134. Subject to the provisions of the Act and the rules framed thereunder, all or any of the Directors or members of any committee of the Board may participate in a meeting of the Directors or such committee through video conferencing or other audio-visual means as provided by the Company.

135. No business shall be conducted at any meeting of the Directors unless a quorum is present.

136. The quorum for the meeting of the Board shall be one third of its total strength or 2 (two) Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio-visual means or any other means (to the extent permitted under the Act and the rules framed thereunder or otherwise provided by the Ministry of Corporate Affairs), in each case from time to time, shall also be counted for the purposes of quorum under this Article, provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of the total strength of the Board, the number of remaining Directors, that is to say the number of Directors who are not interested and present at the meeting being not less than 2 (two), shall be the quorum during such time.

137. If quorum is found to be not present within 30 (thirty) minutes from the time when the meeting should have begun or if during the meeting, valid quorum no longer exists, the meeting shall be reconvened at the same time and at the same place 7 (seven) days later. At the reconvened meeting, the Directors present and not being less than 2 (two) persons shall constitute the quorum and may transact the business for which the meeting was called, and any resolution duly passed at such meeting shall be valid and binding on the Company.

138. 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.

139. Subject to the provisions of the Act and the rules framed thereunder allowing for shorter notice periods, a meeting of the Board shall be convened by giving not less than 7 (seven) days’ notice in writing to every Director. Each notice of a Board meeting shall:

- (a) specify a reasonably detailed agenda. Unless waived in writing by all Directors, any item not included in the agenda of a meeting shall not be considered or voted upon at that meeting of the Board;
- (b) be accompanied by any relevant supporting papers; and
- (c) be sent by: (i) email or courier if sent to an address in India; or (ii) by e-mail or facsimile transmission if sent to an address outside India.

140. (i) Save as otherwise expressly provided in the Act or the AoA, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the chairperson of the Board, if any, shall have a second or casting vote.

141. Subject to Act and the rules framed thereunder, the Board may transact any business, by circulating the resolution proposed in writing to all the Directors, together with the necessary explanatory papers, if any, to all Directors, and such written resolution shall be deemed to have been validly passed and shall take effect if approved by a majority of Directors entitled to vote. Save as otherwise expressly provided in the Act, a resolution not being a resolution required by the Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a Committee of Directors provided that the resolution has been circulated in draft in writing and signed by a majority of the Directors or of a committee of the Board, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

142. Subject to provisions of the Act, the Board may delegate any of its powers to Committees consisting of such Director or Directors or to any person as it thinks fit.

143. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

144. A committee may elect a Chairperson of its meetings or Board.

145. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 (five) minutes after the time appointed for holding the meeting, the Directors present may choose one of themselves to be the Chairperson of the meeting.

146. A committee may meet and adjourn as it thinks fit.

147. Questions arising at any meeting of a committee shall be determined by a majority of votes of the Directors present, and in case of an equality of votes, the Chairperson of the committee, if any, shall have a second or casting vote.

148. Every Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then the first meeting held after such change, disclose his concern or interest in any Company, companies or bodies corporate, firms or other associations of individuals which shall include the shareholding in such manner as may be prescribed under the Act and the rules framed thereunder.

149. Subject to the provisions of the Act, no Director shall be disqualified by his office from contracting with the Company nor shall any such contract entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director contracting or being so interested be liable to account to the Company for any profit realized by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established provided that every Director who is in any way whether directly or indirectly concerned or interested in a contract or arrangement, entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board and shall not participate in such meeting as required under Section 184 and other applicable provisions of the Act, and his presence shall not count for the purposes of forming a quorum at the time of such discussion or vote.

150. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

151. Every Director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

152. Minutes of each meeting of the Board shall be circulated to all Directors.

POWERS OF DIRECTORS (Article 153 to 157)

153. The business of the Company shall be vested in the Board of Directors and the Board shall be responsible for the overall direction and management of the Company. Subject to the provisions of the Act, the Board shall have the right to delegate any of their powers to such committee of Directors, managing director, managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.

154. Subject to the provisions of the Act and the AoA, the Board shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorized to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act, or any other statute or by the Memorandum of Association of the Company or by the AoA or otherwise, to be exercised or done by the Company in a General Meeting; provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of Association of the Company or in the AoA, or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in General Meeting, but 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.

155. Subject to Section 179 of the Act, from time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make call or to make loans or borrow moneys, and any such appointment or delegation may be made on such terms, and subject to such conditions as the Board may think fit, and the Board may at any time remove any persons so appointed and may annul any such delegation. At any time and from time to time by Power of Attorney (if so resolved by the Board 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 the 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 any such appointment may (if the Board thinks fit) be made in favour of the shareholders, directors nominees or managers 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 Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time- being vested in them.

156. The Board of Directors shall, or shall authorize persons in their behalf, to make necessary filings with governmental authorities in accordance with the Act and other applicable law, as may be required from time to time.

157. The Directors shall have the power to open and close bank accounts and operate the same generally, to sign cheques on behalf of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundis and bills or may authorize any other person or persons to exercise such powers.

MANAGING/WHOLE-TIME DIRECTORS (Article 158 to 160)

158. Subject to the provisions of the Act, the Board may from time to time appoint one or more Directors to be the Managing Director/ whole-time Director of the Company on such remuneration and terms and conditions as the Board may think fit, and for a fixed term the period for which he is to hold such office and from time to time and subject to the provisions of any contract between him and the Company, remove or dismiss him from office and appoint another in his place. Subject to the provisions of the Act, in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon the Managing Director / whole-time Director, for the time being, such of the powers exercisable hereunder by the Board, as it may think fit, and may confer such powers, for such time and be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as it thinks fit, and the Board may confer such power, either collaterally with or to the exclusion of, and in substitution for any of the powers of the Board in that behalf any may, from time to time, revoke, withdraw, alter or vary all or any of such powers.

159. Subject to the provisions of any contract between him and the Company, the Managing Director/ whole-time director, shall be subject to the same provisions as to resignation and removal as the other Directors and shall *ipso facto* and immediately cease to be the Managing Director if he ceases to hold the office of Director for any cause.

160. Subject to the provisions of the Act, the Managing Director/Whole-time Director shall, in addition to the remuneration payable to him as a Director of the Company, receive such remuneration as may be sanctioned by the Board from time to time and such remuneration may be fixed by way of salary or commission or participation in profit, or perquisites and benefits or by some or all of these modes or any other mode as applicable.

APPOINTMENT OF KEY MANAGERIAL PERSONNEL (Article 161 to 163)

161. Subject to the provisions of the Act, a Key Managerial Personnel such as a chief executive officer, whole-time director, 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, managing director, manager, company secretary, chief financial officer, or such other officer, not more than one level below the directors who is in whole-time employment, designated as key managerial personnel or as prescribed under the Act so appointed may be removed by means of a resolution of the Board.

162. A Director may be appointed as chief executive officer, manager, Company Secretary or chief financial officer. Subject to the provisions of the Act, an individual may be appointed or reappointed as the Chairperson of the Company as well as the managing director or chief executive officer at the same time.

163. Any 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.

BORROWING POWERS (Article 164 to 166)

164. Subject to the provisions of the Act and the AoA the Board may from time to time, at their discretion raise or borrow or secure the payment of any sum or sums of money for and on behalf of the Company. Any such money may be raised or the payment or repayment thereof may be secured in such manner and upon such terms and conditions in all respect as the Board may think fit by promissory notes or by opening loan or current accounts or by receiving deposits and advances at interest with or without security or otherwise and in particular by the issue of bonds, perpetual or redeemable debentures of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being or by mortgaging or charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company or by other means as the Board deems expedient.

165. The Board of Directors shall not except with the consent of the Company by way of a special resolution, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of paid up capital of the Company, free reserves and securities premium.

166. Subject to the provisions of the AoA, any bonds, debentures, debenture-stock or other 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 the Board shall consider to be for the benefit of the Company.

DIVIDENDS AND RESERVES (Article 167 to 179)

167. The Company in a General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. No dividend shall be payable except out of the profits of the Company or any other undistributed profits.

168. Subject to the provisions of the Act, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.

169. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from

time to time, think fit. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

170. 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.

171. No amount paid or credited as paid on a Share in advance of calls shall be treated for the purpose of the AoA as paid on the Share.

172. 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.

173. The Board may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the Shares.

174 Any dividend, interest or other monies payable in cash in respect of Shares may be paid by electronic mode or 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 of the Company, or to such person and to such address as the holder or joint holders may in writing direct.

175. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

176. Any one of two or more joint holders of a Share may give effectual receipts for any dividends, bonuses or other payments in respect of such Share.

177. Notice of any dividend, whether interim or otherwise, that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
No dividend shall bear interest against the Company.

178. Nothing herein shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid-up bonus shares or paying up any amount for the time being unpaid on any shares held by the Members of the Company.

179. The Company shall comply with the provisions of the Act in respect of any dividend remaining unpaid or unclaimed with the Company. Where the Company has declared a dividend but which has not been paid or claimed within 30 (thirty) days from the date of declaration, the Company shall, within 7 (seven) days from the date of expiry of the 30 (thirty) day period, transfer the total amount of dividend which remains 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 of Inventia Healthcare Limited". Any money 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 Investor Education and Protection Fund established under the Act. No unclaimed or unpaid dividend shall be forfeited by the Board.

Further, there shall be no forfeiture of unclaimed dividends before the claim becomes barred by law provided that a recognized stock exchange may provisionally admit to dealing in the securities of the Company, provided that the Company agrees to amend the Articles at its next annual general meeting in order to fulfil the foregoing requirements and agrees to act in the meantime strictly in accordance with the provisions of this Article.

CAPITALISATION OF PROFITS (Article 180 to 184)

180. The Company in a General Meeting may, upon the recommendation of the Board, resolve:

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account, or otherwise available for distribution; and

- (b) that such sum be accordingly set free for distribution in the manner specified in Article 180 amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

181. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Article 182, either in or towards:

- (a) paying up any amounts for the time being unpaid on any Shares held by such Members respectively;
- (b) paying up in full, unissued Shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or
- (c) Partly in the way specified in sub-Article (a) and partly in that specified in sub-Article (b) above.
- (d) A securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus Shares.
- (e) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

182. Whenever such a resolution as aforesaid shall have been passed, the Board shall:

- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares, if any; and
- (b) generally do all acts and things required to give effect thereto.

183. The Board shall have power to:

- (a) make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of Shares or debentures becoming distributable in fractions; and
- (b) authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing Shares.

184. Any agreement made under such authority shall be effective and binding on such Members.

SEAL (Article 185, 186)

185. The Board may provide a 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 if the Seal is provided for, the Board shall provide for the safe custody of the Seal for the time being.

186. The Board may, if a Seal is required to be affixed on any instrument, affix the Seal of the Company, to any instrument by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least 2 (two) Directors and of the Secretary or such other person as the Board may appoint for the purpose; and those 2 (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.

INDEMNITY (Article 187, 188)

187. Subject to the provisions of the Act, the Directors, company secretary and the other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs, executors and administrators, respectively, shall be indemnified out of the assets of the Company from and against all suits, proceedings, cost, charges, losses, damage and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duty in their respective office or trust except such suits, proceedings, cost, charges, losses, damage and expenses, if any that they shall incur or sustain, by or through their own willful neglect or default respectively and no such officer or trustees shall be answerable for the acts, receipts, neglects or defaults, of any other officer or trustees or joining in any receipts for the sake of confirming or for the solvency or honesty of any bankers or other persons with whom any money or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency or deficiency of any securities upon which any money of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen by the willful, neglect or default of such officer or trustee.

188. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly or reasonably.

ACCOUNTS (Article 189 to 193)

189. Subject to the provisions of the Act, the Company shall keep at its registered office, proper books of accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of the affairs of the Company, including that of its branch office or offices, if any, and explain the transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting, *provided that* all or any of the books of account aforesaid may be kept at such other place in India as the Board may decide and when the Board so decides the Company shall, within 7 (seven) days of the decision file with the Registrar a notice in writing giving the full address of that other place, *provided further that* the Company may keep such books of accounts or other relevant papers in electronic mode in such manner as provided in Section 128 of the Act and the rules framed thereunder.

190. 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 or books or documents of the Company, or any of them, shall be open to inspection by the Members not being Directors subject to provisions of the Act and the AoA.

191. 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.

192. All the aforesaid books shall give a true and fair view of the Company's affairs with respect to the matters aforesaid and explain its transactions.

193. The books of accounts of the Company relating to a period of not less than 8 (eight) years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order.

AUDIT (Article 194 to 198)

194. The statutory Auditors of the Company shall be appointed, their remuneration shall be fixed, rights, duties and liabilities shall be regulated and their qualifications and disqualifications shall be in accordance with the provisions of Sections 139 to 148 (both inclusive) of the Act.

195. The Company shall at each Annual General Meeting appoint/ratify appointment of the statutory Auditor to hold office, in the manner and for such period as prescribed under Section 139 of the Act.

196. The Directors or Shareholders may fill up any casual vacancy in the office of the Auditors within 30 (thirty) days subject to the provisions of Section 139 and 140 of the Act and the rules framed thereunder.

197. The remuneration of the Auditors shall be fixed by the Company in the Annual General Meeting or in such a manner as the Company in the Annual General Meeting may determine except that, subject to the applicable provisions of the Act, remuneration of the first or any Auditor appointed by the Directors may be fixed by the Directors.

198. The Company shall also appoint a reputed accounting firm as the internal Auditor to conduct internal audit of the functions and activities of the Company in accordance with the provisions of the Act.

INSPECTION (Article 199)

199. The register of charges, register of investments, Register of Members, books of accounts and the minutes of the meeting of the shareholders shall be kept at the registered office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines for inspection of any shareholder without charge. In the event such shareholder conducting inspection of the abovementioned documents requires extracts of the same, the Company may charge a fee which shall not exceed rupees ten per page or such other limit as may be prescribed under the Act or other applicable provisions of Law.

SECRECY (Article 200 to 201)

200. Subject to the provisions of the Act, no Member shall be entitled to visit or inspect any place of the Company without the permission of the Directors, Managing Directors or Secretary or to require inspection of any books of accounts or documents of the Company or any discovery of any information or any detail of the Company's business or any other matter, which is or may be in the nature of a trade secret, mystery of secret process or which may relate to the conduct of the business of the Company and which in the opinion of the Directors or the Managing Director will be inexpedient in the collective interests of the Members of the Company to communicate to the public or any Member.

201. Every Director, manager, Secretary, Auditor, trustee, member of 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 pledging himself or any time during his term of office to observe strict secrecy in respect of all matters of the Company including all transaction with customers, state of accounts with individual and other matters relating thereto and to not reveal any of the matters 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.

WINDING UP (Article 202 to 204)

202. Subject to the provisions of the Act, in the event of winding up of the Company whether voluntarily or otherwise, the liquidators 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, all or any of the assets of the Company whether they shall consist of property of the same kind or not.

203. 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.

204. 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.

DOCUMENTS AND SERVICE OF DOCUMENTS (Article 205 to 209)

205. A document (which expression of this purpose shall be deemed to include and shall include any summon, notice, requisition, to or in the winding up of the Company) may be served or sent by the Company on or to any Member in the manner prescribed by Section 20 of the Act.

206. Every person, who by operation of law, transfer or by other means whatsoever, shall become entitled to any share, shall be bound by every document in respect of such shares which, previously to his/her name and address being entered on the register shall have been duly served on or sent to the person from whom he/she derives his/her title to share.

207. Any notice to be given by the Company shall be signed by such director or Secretary or officer as the Board may appoint. The signature on any notice to be given by the Company may be written or printed or lithographed or be affixed by any other means.

208. Subject to the applicable provisions of the Act, any document required to be served or sent by the Company on or to the Members or any of them and not expressly provided for by the AoA, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District in which the Registered Office of the Company is situated.

209. If a Member does not have registered address in India and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the District in which the Registered Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

AUTHORIZATIONS (Article 210 to 211)

210. Wherever in the Act it has been provided that the Company or the Board shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company or the Board is so authorized by its Articles, then and in that case the AoA hereby authorize and empower the Company and/ or the Board (as the case may be) to have all such rights, privileges authorities and to carry out all such transactions as have been permitted by the Act without there being any specific regulation to that effect in the AoA save and except to the extent that any particular right, privilege, authority or transaction has been expressly negated or prohibited by any other Article herein.

211. If pursuant to the approval of the AoA, if the Act requires any matter previously requiring a special resolution is, pursuant to such amendment, required to be approved by an ordinary resolution, then in such a case the AoA hereby authorize and empower the Company and its Shareholders to approve such matter by an ordinary resolution without having to give effect to the specific provision in the AoA requiring a special resolution to be passed for such matter.

PART II

DEFINITIONS	
1.	(i) The following terms shall have the definitions as set out below:
	(ii) “Act” means the Indian Companies Act, 1956
	“Affiliate” means, in relation to any Person, any entity controlled, directly or indirectly, by that Person, any entity that controls, directly or indirectly, that Person, or any entity under common control with that Person or, in the case of a natural person, any Relative of such Person. For the purpose of this definition:
	(i) “Control” means ownership of 51% or more of the voting capital of an entity or the power to direct the management and policies of an entity whether by ownership of the voting capital, by contract or otherwise, and the expressions “Controls”, “Controlling” and “Controlled” shall be construed accordingly; and
	(ii) A holding or subsidiary company of any entity shall be deemed to be an Affiliate of that entity;
	With respect to NYLIM Jacob Ballas Asset Management Company III, LLC, “Affiliate” shall include:
	(i) NYLIM Jacob Ballas Asset Management Company III, LLC having its registered office at IFS Court, Twenty-Eight, Cyber City, Ebene, Mauritius, and any of their shareholders or investors;
	(ii) Jacob Ballas Capital India Private Limited having its registered office at Lower Arcade, The Ashok, 50-B, Chanakyapuri, New Delhi 110 021, and any of their shareholders or investors;
	(iii) any “Affiliates” of the NYLIM Jacob Ballas Asset Management Company III, LLC and Jacob Ballas Capital India Private Limited and their respective shareholders and investors and any fund, collective investment scheme, trust, partnership (including, without limitation, any co-investment partnership), special purpose or other vehicle of any of the foregoing; and
	(iv) any private equity or venture capital fund, now or hereafter existing, (a) for which any of the Investor or its Affiliate is a general partner, management company or sponsor or (b) that is directly or indirectly controlled by or under common control with one or more general partners of the Investor or Affiliates of any such general partner (where the general partner is not a natural person), or that shares the same management company or sponsor with the Investor or an affiliated management company or sponsor.
	“Agreement” means the Subscription and Shareholders Agreement dated June 16, 2008 together with its Schedules and Exhibits, as may be amended, modified or supplemented, from time to time executed amongst the Company, the Promoters and the Investor;
	“Amended Charter Documents” mean the Charter Documents amended to incorporate the provisions of the Transaction Documents, as appropriate, to the satisfaction of the Investor;
	“Annual Business Plan” means the annual business plan of INVENTIA HEALTHCARE LIMITED for each year starting with the Financial Year 2009 as prepared from time to time, on the basis of the Business Plan;
	“Arbitration Board” has the meaning set forth in Article 89 (a) of the AoA;
	“Articles” means the Articles of Association of the Company and reference to any particular “Article” shall mean the said Article of the AoA of Association;
	“Assets” means all property and assets (including moveable, immoveable, tangible and intangible) used in the Business;
	“Audited Financial Statements” mean the audited financial statements of the Company for each Financial Period (which include a balance sheet, statement of cash flows and a profit and loss statement) prepared in accordance with Indian GAAP;
	“Board of Directors or Board” means the Board of Directors of the Company;
	“Business” means the business being carried out by the Company, including development, manufacture and sale of finished as well as semi-finished pharmaceutical products including Novel Drug Delivery Systems (NDDS) based formulations and Contract Research & Manufacturing Services (CRAMS) in relation to such activities and shall also include the business relating to the manufacture and sale of branded formulations in the domestic as well as international markets which the Company proposes to engage in;
	“Business Day” means a day other than Saturday or Sunday or public holidays in India under the Negotiable Instrument Act, 1881 on which scheduled banks are generally open for business in Mumbai and Mauritius;

	“Business Plan” means the consolidated 5 year business plan of the Company, for the Financial Year 2009 to Financial Year 2013, being attached as Exhibit B to the Agreement;	
	“Charter Documents” mean the Memorandum and Articles of Association of the Company;	
	“Claims” mean all actions, suits, proceedings or arbitrations pending or threatened, at law, in equity or before any Governmental Authority or competent court;	
	“Closing” means the Tranche 1 Closing and/or the Tranche 2 Closing, as the case may be;	
	“Closing Date” means the Tranche 1 Closing Date and/or the Tranche 2 Closing Date, as the case may be;	
	“Company” means INVENTIA HEALTHCARE LIMITED;	
	“Competing Business” means any business which, directly or indirectly, competes with the Business;	
	“Confidential Information” means all information, whether written or oral, relating to the Company, Investor, Promoters or their Affiliates, or their respective businesses or operations, or the Transaction Documents and the terms hereof and includes, but is not limited to:	
	(a) any business or technical information whether or not stored in any medium, relating to the business of the Company (and/or those of its customers) or the Investor or the Promoters including but not limited to financial information, equipment, documentation, strategies, marketing plans, pricing information, information relating to existing, previous and potential customers and contracts disclosed to any party or its representatives;	
	(b) information relating to the Company or the Investor or the Promoters which is obtained whether (without limitation) in writing, pictorially, in machine-readable form, on floppy diskettes or orally, by any party or its representatives from any other party or its representatives, in each case in connection with the business relationship between the Company, the Promoters and the Investor;	
	(c) information derived from information falling within this definition;	
	(d) original information supplied by the Company or its representatives;	
	“Control” means the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise, the expressions “Controls”, “Controlling” and “Controlled” shall be construed accordingly;	
	“Encumbrance” means any mortgage, charge (whether fixed or floating), pledge, lien (statutory or other), hypothecation, assignment, obligation to sell, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any applicable Law;	
	“Equity Shares” mean the equity shares issued by the Company with a par value of INR 10 per share or any other issued share capital of the Company which is reclassified, reorganised, reconstituted or converted into equity shares;	
	“Equity Share Equivalents” mean any security or obligation which is by its terms, directly or indirectly convertible into or, exchangeable or exercisable for Equity Shares, including, without limitation any option, warrant or other subscription or purchase right with respect to the Equity Shares or any Equity Share Equivalent;	
	“ESOP Shares” means the issue of Equity Shares to the employees and/or management (except the Promoters) pursuant to any employee stock option plan or scheme (“ESOP”) to be formulated) by the Company, on the terms and conditions agreed with and acceptable to the Investor;	
	“FEMA” means the Foreign Exchange Management Act, 1999 and any rules, regulations or circulars issued thereunder;	
	“Financial Period” means any period (including a Financial Year) for which the Audited Financial Statements or Unaudited Financial Statements of the Company, as the case may be, are drawn up;	
	“Financial Year” means the period of 12 months commencing on 1 st April of preceding calendar year and ending on 31 st March of that calendar year;	
	“Fully-Diluted Basis” means the total of all classes and series of shares outstanding on a particular date, combined with all options (including both issued and un-issued), warrants (including both issued and un-issued), convertible securities of all kinds, any other arrangements relating to the Company's equity, and the effect of any anti-dilution protection regarding previous financings, all on an "as if converted/ exercised" basis;	

	“Government Approvals” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any Government;	
	“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;	
	“Independent Director” shall have the meaning given to this term in Clause 49 of the Listing Agreement (as may be amended, modified or substituted from time to time) of the Bombay Stock Exchange;	
	“Indian GAAP” means generally accepted accounting principles in India;	
	“Investor” means NYLIM Jacob Ballas India Fund III, LLC, Mauritius, a company incorporated under the laws of Mauritius and having its registered office at IFS Court, Twenty Eight, Cyber City, Ebene, Mauritius and shall include, unless repugnant to the context or meaning thereof, its successors and permitted assigns;	
	“Investor Shares” means all the Equity Shares held by the Investor at any time including any Equity Shares and convertible instruments and securities at any time acquired by the Investor or any Affiliate and shall include all accretions on such shares and accretions on accretions;	
	“IPO” means the first bona fide public offering of Equity Shares, whether by means of a Public Issue or a Offer for Sale, and Listing of the Company’s Equity Shares and their admission to trading on one or more Recognised Stock Exchanges, and in which the underwriting and placement is lead managed by the IPO Investment Banks;	
	“IPO Investment Banks” means such investment banking firms with extensive experience of capital markets as may be appointed with the prior approval of the Investor;	
	“Law” means the laws of India and includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, statutory authority, tribunal, board, court or recognised stock exchange and, wherever and to the extent applicable, international law, treaties and regulations;	
	“Listing” means the admission of the Equity Shares of the Company to the official list of the Recognised Stock Exchanges;	
	“Management Control Rights” means right to nominate majority of the Directors on the Board or the right to appoint the Managing Director, Chief Financial Officer, Chief Executive Officer or any other executive management personnel exercising similar powers;	
	“Material Adverse Effect” means any (a) event, occurrence, fact, condition, change, development or effect that is or may be materially adverse to the valuation, business, operations, prospects, results of operations, condition (financial or otherwise), properties (including intangible properties), Assets (including intangible assets) or liabilities of the Company or to the value of the Investor’s shareholding in the Company, having an adverse financial implication of INR 5 million or more or (b) material impairment of the ability of the Company or the Promoters to perform their respective obligations under the Agreement and the AoA;	
	“Offer for Sale” means the invitation of offers from the public at large for the purpose of sale of Equity Shares of the Company held by the Shareholders as provided for in the Agreement;	
	“Offer Price” has the meaning set forth in Article 43(1) of the AoA;	
	“Orders” means any judgment, injunction, writ, award, decree or order of any nature of any Governmental Authority or competent court;	
	“PAT 2010” is as defined in Schedule 10 (Definition and Calculation of PAT 2010) to the Agreement;	
	“Permitted Transferee” means any Person to whom the Investor or the Promoters, as the case maybe, have Transferred their Equity Shares, pursuant to the provisions of the Agreement and the AoA;	
	“Promoters” means Mr. Janak Shah and Ms. Maya Shah;	
	“Promoter Warrants” means the warrants to be issued to the Promoters in the Agreed Form, in accordance with the provisions of Articles 51 and 52 hereof, with the option to convert each warrant into one new Equity Share of a face value of INR 10 each at an exercise price of INR 10 per share in the manner set out in the Agreement and the AoA, such that the Equity Shares issued to the Promoters upon exercise of all such warrants shall be equal to 5.13 % of the total paid-up capital of the Company on a Fully Diluted Basis after exercise of warrants;	

	<p>“Promoter Warrants Shares” means the Equity Shares of face value of INR 10 per Equity Share, to be issued at par to the Promoters on exercise of the Promoter Warrants in the manner set out in Article 51;</p>	
	<p>“Public Issue” shall mean the public issue of new Equity Shares of the Company as provided in the Agreement and the AoA.</p>	
	<p>“Recognised Stock Exchange(s)” means the National Stock Exchange of India and the Bombay Stock Exchange or any other internationally recognised stock exchange (as recommended by the IPO Investment Banks) on which the Company's Equity Shares are listed or to be listed;</p>	
	<p>“Related Party” in relation to a Promoter, means:</p> <p>(a) other Promoter;</p> <p>(b) any Relative of such Promoter;</p> <p>(c) any entity that is directly or indirectly Controlled by, or is under common Control with, or in Control of, such Promoter and/or his Relative; and</p> <p>(d) Themis Lifescience Private Limited and Oros.</p>	
	<p>“Relative” of a natural person means any spouse, parent child or spouse of the child of such person;</p>	
	<p>“Shareholders” means (a) the Investor; (b) the Promoters; and (c) any Permitted Transferee who has agreed to be bound by the terms and conditions of the Agreement and the AoA and (d) any other member of the Company as registered in the Register of Members, from time to time; and the term “Shareholder” shall mean any such person;</p>	
	<p>“Shareholders Meeting” has the meaning set forth in Article 32 of the AoA;</p>	
	<p>“Subscription Amount” has the meaning set forth in Clause 2 of the Agreement;</p>	
	<p>“Tranche 1 Closing” means the completion of the actions set forth in Clause 4.1 of the Agreement;</p>	
	<p>“Tranche 2 Closing” means the completion of the actions set forth in Clause 4.6 of the Agreement;</p>	
	<p>“Tranche 1 Closing Date” means the date on which Tranche 1 Closing takes place;</p>	
	<p>“Tranche 2 Closing Date” means the date on which Tranche 2 Closing takes place;</p>	
	<p>“Tranche 1 Equity Shares” shall have the meaning ascribed to this term in Clause 2.3 of the Agreement;</p>	
	<p>“Tranche 2 Equity Shares” shall have the meaning ascribed to this term in Article 23 below;</p>	
	<p>“Tranche 1 Subscription Amount” shall have the meaning ascribed to this term in Clause 2.3 of the Agreement;</p>	
	<p>“Tranche 2 Subscription Amount” shall have the meaning ascribed to this term in Article 23 below;</p>	
	<p>“Tranche 2 Warranties” shall have the meaning ascribed to this term in Clause 5.3 of the Agreement;</p>	
	<p>“Transaction Documents” mean the Agreement and such other documents and writings as may be agreed to be executed by the Investor, Company and Promoters in the Agreement or otherwise prior to the Closing Date and identified in the Agreement and such other documents which the Investor, Company and Promoters agree shall form part of the Transaction Documents;</p>	
	<p>“Transfer” means (in either the noun or the verb form including, with respect to the verb form, all conjugations thereof within their correlative meanings) with respect to any Equity Shares, creation of any Encumbrance, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly, and whether voluntary, involuntary or by operation of Law) of any such Equity Shares or any interest therein;</p>	
	<p>“Unaudited Financial Statements” means the unaudited financial statements of the Company for a Financial Period (which includes a balance sheet, statement of cash flows and a profit and loss statement) prepared in accordance with the Indian GAAP, unless otherwise stated;</p>	
	<p>Interpretation In the AoA, unless the context otherwise requires:</p> <p>(a) Accounts. Any reference to a balance sheet, profit and loss statement or other financial statement or accounts shall include a reference to any note thereto.</p>	
	<p>(b) Agreed Form. References to a document “in the Agreed Form” shall be to a document agreed between and initialled for identification by or on behalf of the Shareholders.</p>	
	<p>(c) Directly or Indirectly. The phrase “directly or indirectly” means directly or indirectly through one or more intermediate persons or through contractual or other legal arrangements, and “direct or indirect” has the correlative meaning.</p>	

	(d) Gender and Number. Unless the context otherwise requires, all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders, and words importing the singular include the plural and vice versa.	
	(e) Headings. Headings are included for convenience only and shall not affect the construction of any provision of the AoA.	
	(f) Include not Limiting. "Include", "including", "are inclusive of" and similar expressions are not expressions of limitation and shall be construed as if followed by the words "without limitation".	
	(g) References to Documents. References to the Agreement include the Schedules and Exhibits, which form an integral part thereof. A reference to any Clause, Schedule or Exhibit is, unless otherwise specified, to such Clause of, or Schedule or Exhibit to the Agreement. The words "hereof", "hereunder" and "hereto" and words of like import, refer to the Article as a whole and not to any particular Clause hereof or Schedule or Exhibit. A reference to any document (including the Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time.	
	(h) Statutory References. A reference to a statute or statutory provision includes, to the extent applicable at any relevant time:	
	(i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and	
	(ii) any subordinate legislation or regulation made under the relevant statute or statutory provision.	
	(i) Time. If a period of time is specified and dates from a given day or the day of a given act or event, such period shall be calculated exclusive of that day. If the day on or by which something must be done is not a Business Day, that thing must be done on or by the Business Day immediately following such day. References to a time of day shall be references to Indian Standard Time.	
	(k) Persons. The term "person" includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in the AoA shall, where the context permits, include such person's executors, administrators, legal representatives and permitted transferees, successors and permitted assigns.	
	(l) References to "INR", "Rupees" and "Rs." are references to the lawful currency of India.	
	(m) One crore is equivalent to ten million. Any reference to amounts expressed in crores or any part thereof shall be construed accordingly.	
2.	Tranche 2: Issue of Equity Shares to the Investor after completion of 9 months from Tranche 1 Closing Date.	Subscription
	Subject to the terms and conditions of the AoA, within 15 days from completion of 9 months from the Tranche 1 Closing Date the Investor agrees to subscribe to, and the Company shall and the Promoters shall ensure that the Company shall issue and allot the Tranche 2 Equity Shares to the Investor in the manner and on the terms and conditions set out in Clause 2.4 of the Agreement.	
3.	The Tranche 1 Equity Shares shall rank pari passu with the existing Equity Shares of the Company in all respects including but not limited to voting rights, dividends, rights and bonus issuance and shall have the rights and entitlements set forth in the AoA.	
	Immediately on the Tranche 1 Closing Date, the shareholding pattern of the Company shall be as set out in Schedule 1 of the Agreement.	
	The Company shall be responsible for the payment of stamp duty attributable to the issuance and allotment of the Tranche 1 Equity Shares.	
4.	(1) Tranche 2 Closing	
	The Shareholders shall perform all the actions set out in Clause 4.6 of the Agreement in connection with the issue and allotment of Tranche 2 Equity Shares.	
	(2) The Company and the Promoters shall not, until all the actions set out in Clause 4.6 of the Agreement have been completed, utilise the Tranche 2 Subscription Amount for any purpose.	
	(3) The Tranche 2 Equity Shares shall rank pari passu with the existing Equity Shares of the Company in all respects including but not limited to voting rights, dividends, rights and bonus issuance and shall have the rights and entitlements set forth in the AoA.	
	(4) Immediately on the Tranche 2 Closing Date, the shareholding pattern of the Company shall be as set out in Schedule 1 of the Agreement.	

	(5) The Company shall be responsible for the payment of stamp duty attributable to the issuance and allotment of the Tranche 2 Equity Shares.	
5.	As soon as practicable after each Closing Date, and within the prescribed period of 30 days or such other period permitted under Law, the Company shall make all such filings (including form FC (GPR), Form No 2, Form No. 23 and Form No. 32) with Governmental Authorities required under any Law in India in connection with the Investor Shares issued and allotted to the Investor pursuant to the Agreement and provide the Investor with an acknowledged copy of such filing.	Post Closing Date Activities
6.	The Company shall utilize the Subscription Amount in compliance with FEMA and unless expressly agreed in writing by the Investor, for the purposes set out in the Agreement and the AoA and for no other purpose.	
7.	Within 30 days of the end of each calendar quarter or 90 days after the Closing, whichever is later and till the time that the Subscription Amount has been fully utilised, the Company will provide the Investor with a statement certified by its auditors evidencing the use of the relevant Subscription Amount.	
8.	Notwithstanding anything contained in the Agreement and in the AoA, if the Subscription Amount has been received by the Company from the Investor and Closing does not take place due to non-fulfilment of any of the actions set out in Clause 4.1 or Clause 4.6 of the Agreement, and in any event (subject to any time required for obtaining Government Approvals) within 7 Business Days of receipt of the Subscription Amount by the Company for any reason whatsoever, the Company shall forthwith return to the Investor the Subscription Amount received by the Company from the Investor, and the Company shall immediately apply for, and shall expeditiously obtain, the required Government Approvals if so required for this purpose.	Return of Subscription Amount
9.	The Company shall ensure that the Tranche 2 Warranties shall be true and correct on the Tranche 2 Closing Date. The Company and Promoters shall give the Investor prompt notice of any event, condition or circumstance occurring from the date of the Agreement until the Tranche 2 Closing Date that would constitute a violation or breach of the Tranche 2 Warranties.	Company and Promoters Covenants
10.	The Company shall utilise the Subscription Amounts it receives under the Agreement in accordance with FEMA and Schedule 5 (Use of Proceeds) of the Agreement.	
11.	General	
	At any regular or special meeting of Shareholders of the Company (a "Shareholders Meeting") (a) each Shareholder shall exercise the votes attached to its Equity Shares and each Shareholder and the Company shall take all other actions necessary or desirable, to give effect to the provisions of the Agreement and the provisions of this Part II (including, without limitation, Clauses 8.4 and 8.9 of the Agreement and Articles 35 and 40) and to ensure that the provisions of Part II of the AoA are not, at any time hereafter, in conflict with any provisions of the Agreement; (b) each Shareholder shall exercise the votes attached to his or its Equity Shares in favour of any matter submitted for action by the Company's Shareholders, in conformity with the specific terms and provisions of the Agreement and the provisions of Part II of the AoA; and (c) no Shareholder shall exercise the votes attached to his or its Equity Shares in favour of any amendment of the Amended Charter Documents which would be in conflict with, or purport to amend or supersede, any of the provisions of the Agreement and the provisions of Part II of the AoA (including, without limitation, Clauses 8.4 and 8.9 of the Agreement and Articles 35 and 40).	Corporate Governance
12.	Shareholder Actions	
	In order to give effect to the provisions of the Transaction Documents and the AoA, each Shareholder: (a) hereby shall when any action or vote is required to be taken by such Shareholder pursuant to the Transaction Documents, such Shareholder shall call, or cause the appropriate officers and directors of the Company to call, a Shareholders Meeting; and (b) shall cause the Board of Directors to adopt all resolutions necessary to give effect to the provisions of the Transaction Documents and the AoA, in particular Part II of the AoA.	
13.	Shareholders Meeting	
	Except with the written consent of the Investor, not less than 21 days written notice shall be given to each Shareholder of the convening of a Shareholders Meeting.	
14.	Election of Directors, Number and Composition	
	(a) The Board of Directors shall comprise of 4 Directors. The strength of the Board may be increased or reduced from time to time to such higher or lower number as the Investor and Promoters may agree.	
	(b) Prior to Listing, at least one third of the Board of Directors of the Company shall, at all times, comprise of Independent Directors and the Independent Directors shall be appointed only with the affirmative vote of the Investor and upon Listing	

	the Company will at all times meet the requirements of the Recognised Stock Exchange(s) where the Equity Shares are listed and applicable Law including the regulations of the Securities and Exchange Board of India (“SEBI”), in respect of Independent Directors and composition of the Board of Directors.	
	(c) Prior to Listing, the Company and the Promoters will do all such acts and things as are required to prepare for and comply with such regulations so as to qualify for Listing and meet governance standards expected of a company listed on the Recognised Stock Exchange(s).	
	(d) So long as the Investor and its Affiliates together hold at least 10% of the Equity Shares in the Company then issued, the Investor shall be entitled to nominate, appoint, remove and replace from time to time at its sole discretion, a director (“Investor Director”) on the Board of Directors of the Company. The Investor Director, Promoters and nominees of Promoters and their respective alternate, if any, shall not be liable to retire by rotation. The right of the Investor to appoint an Investor Director shall cease upon Listing.	
	(e) To the extent permissible by law, the appointment of the Investor Director of the Investor shall be by direct nomination by the Investor and any appointment or removal under this Clause shall, unless a contrary intention appears, take effect from the date it is notified to the Company in writing. If the law does not permit the person nominated by the Investor to be appointed as a director of the Company merely by nomination by the Investor, then subject to Article 35(d) above, the Company and the Promoters shall ensure that the Board forthwith (and in any event within 15 (fifteen) days of such nomination or at the next Board meeting, whichever is earlier) appoints such person as a director of the Company.	
	(f) If the Investor desires that the Investor Director appointed and/or nominated by them should cease to be a director, the Promoters shall exercise all their rights, including their rights as directors or in respect of directors nominated by them and their voting rights in relation to the Equity Shares held by them in the Company in such manner so as to ensure such removal as soon as may be practicable. The Investor shall have a right to recommend any other person to be appointed as director in place of the original Investor Director. The Shareholders shall ensure that only such person is appointed in place of the Investor Director as is recommended by the Investor. All nominations for the replacement director made by the Investor shall be in writing and shall take effect on its receipt at the office of the Company and shall be given effect to in the manner mentioned in Article 35(e) above.	
	(g) The Investor shall be entitled to nominate a person to be appointed as the alternate director to the Investor Director nominated by the Investor. The Shareholders shall ensure that such persons are appointed as the Investor Director’s alternate director. Such alternate director may attend all meetings and exercise all voting rights of the Investor Director where such Investor Director is not in attendance.	
	(h) In addition, the Investor Director shall be entitled to be a member of, or at the option of the Investor, an invitee on any of the key committees of the Board of Directors and the Company, including, without limitation, the audit committee and compensation committee (in each case, by whatever name so called). Before Listing, the committees of the Board of Directors and the Company referred to aforesaid shall be so constituted that the majority of its members shall comprise Independent Directors, as required under Law.	
	(i) In the event that the Investor’s (together with its Affiliates’) shareholding drops to less than 10% of the Equity Shares of the Company then issued, and if the Investor has withdrawn its nominee from the Board at the request of the Company, the Investor shall be entitled to nominate, appoint, remove and replace from time to time at their sole discretion, one observer (“Investor Observer”) to attend meetings of the Board of Directors and any committees of the Board of Directors, of the Company in a non-voting, observer capacity. The Investor’s right to appoint an Investor Observer shall continue till such time that the Investor and its Affiliates together hold at least 2.5% of the Equity Shares in the Company then issued. Notwithstanding any other provisions of the Agreement and the AoA, the Investor shall be entitled to appoint, either Investor Director or Investor Observer. The right of the Investor to appoint an Investor Observer shall cease upon Listing.	
	(j) The Company and the Shareholders shall ensure that the Investor Observer shall be able to attend every meeting of the Board/its committees by providing appropriate notice and shall receive all notices, agenda and other papers circulated to the directors on the Board. The Investor Observer shall not be entitled to vote at meetings of the Board/its committees.	

	(k) The Investor Director shall, subject to Law, be a non-executive Director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with any applicable Law. The Company shall nominate directors or persons other than the Investor Director as “persons or officers in charge” or “occupier” as contemplated under applicable Law, including under the Factories Act, 1948 and under the Drugs and Cosmetics Act, 1940 and shall ensure that the Investor Director is not included within the scope of “officer who is in default” under applicable Law.	
	(l) The Investor Director shall not be required to hold any qualification shares.	
	(m) Mr. Janak Shah or any other person nominated by Mr. Janak Shah shall be the Chairman of the Board of Directors. The Chairman shall at all times be a nominee of the Promoters. The Chairman shall not have a casting vote in respect any Reserved Matters and upon Listing.	
15.	Authority of Board of Directors	
	The Board of Directors shall exercise their powers subject to the provisions of the Agreement including Clause 8.9 of the Agreement and Part II of the AoA.	

16.	Board Meetings	
	Frequency: Meetings of the Board of Directors shall take place at least once in every calendar quarter and at least four such meetings shall be held in a year.	
	Notice: In addition to the meetings which are referred to in Article 37(a) above, meetings may be called by the Chairman of the Board of Directors or by any Director, in consultation with the Chairman of the Board of Directors, or by the Managing Director or Investor Director by giving notice in writing to the Company Secretary specifying the date, time and agenda for such meeting. The Company Secretary shall upon receipt of such notice give a copy of such notice to all Directors and Investor Observer, if any, of such meeting. Not less than 7 days’ notice shall be given to all Directors and Investor Observer, if any, of any meeting of the Board of Directors; provided, however, that such notice period (i) shall not apply in the case of an adjourned meeting pursuant to Clause 8.6 (c) of the Agreement and Article 37(c) and (ii) may be reduced with the written consent of the Investor Director or Investor. Notice of a meeting of the Board of Directors shall be accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting.	
	Quorum: All meetings of the Board of Directors shall require a quorum of at least one third of the number of Directors on the Board and presence of at least one nominee of Promoter. Until Listing the quorum shall include the presence of the Investor Director or his/her alternate throughout the meeting where any Reserved Matters (as specified in Schedule 7 of the Agreement) are taken up for discussion. If such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall adjourn to the same place and time seven days later at which meeting the Directors present shall, without prejudice to the provisions of Clause 8.9 of the Agreement and Article 40, constitute a quorum provided that notice of such adjourned meeting shall have been delivered to all Directors (including the Investor Director/Investor Observer) at least five days prior to the date of such adjourned meeting (unless the Investor Director/Investor shall have given written approval for an adjourned meeting called at shorter notice).	
	Electronic Participation: In the event that the Act allows board meetings to be held by electronic means, the Investor Director / Investor Observer (if any) may participate in Board of Directors meetings by such electronic means (including by and in conference, video conference or such other means by which all of the participating Directors may hear each other at the same time), and such participation shall constitute presence for purposes of the quorum provisions of Clause 8.6 (c) of the Agreement and Article 37(c).	
	Voting: At any Board of Directors meeting, each Director will have one vote. Except as provided in Clause 8.9 of the Agreement and Article 40, the adoption of any resolution of the Board of Directors shall require the affirmative vote of a majority of the Directors present at a duly constituted meeting of the Board of Directors.	
	Action by Circular: Subject to Clause 8.9 of the Agreement and Article 40, any action that may be taken by the Directors at a meeting may be taken by circulating a draft of a resolution and approving such resolution in accordance with sections 289 and 292 of the Act. Each of the Directors shall convey his approval, or otherwise, to the resolutions to be passed by circulation, within 5 Business Days of the proposed resolutions being received by them from the Company, together	

	with all relevant material/ documents as may be required for a Director to take a decision in that regard and the resolution shall be deemed to be approved once signed by majority of the Directors, subject to Clause 8.9 of the Agreement and Article 40. For the avoidance of doubt, it is clarified that in the event that the Investor Director does not convey his approval to the resolutions proposed to be passed by circulation within the period of 5 Business Days as referred to above, then the Investor Director shall be deemed to have dissented from the resolutions proposed to be passed by circulation (unless such resolution is subsequently approved in writing by the Investor Director).	
17.	Reimbursement of Expenses	
	The Investor Director shall be entitled to re-imburement by the Company of all reasonable expenses incurred by him/her in connection with attending meetings of the Board.	
18.	No guarantees by Investor	
	The Investor shall not have any obligation to provide any indemnity, guarantee or other security to any third party in support of loans, overdraft facilities or borrowings entered into, required by or otherwise procured for the Company.	
19.	Actions of the Shareholders and Board of Directors: Reserved Matters	
	Notwithstanding anything to the contrary contained in the Agreement and the AoA, neither the Company nor the Shareholders shall pass any resolution or take any decision or action, whether at a general meeting, or by the Board of Directors (at a meeting or through a circular resolution), or otherwise howsoever or approve or otherwise ratify any of the actions as mentioned in Schedule 7 of the Agreement (Reserved Matters) and set out below except with the prior affirmative vote of the Investor or its nominee at a shareholders' meeting or the prior written consent of the Investor or the Investor Director:	
	a) Change of Business. The entry into a new line of business other than the Business or any diversification or change in the Business by Company or cessation of any Business.	
	b) Acquisition of entity. Any acquisition both within the Business and/or outside the Business involving a financial commitment of over Rs. 5 million (otherwise than as contemplated in the Business Plan).	
	c) Change in Capital Structure. Any change in the capital structure of the Company or its subsidiaries, if any, (including, but without limitation, any buy-back, consolidation, sub-division or reconstruction of or conversion of loans into, share capital of the Company) or except as permitted under (a) Clause 12 of the Agreement, or (b) for issue of Tranche 2 Equity Shares or (c) issue of Equity Shares upon conversion of Promoter Warrants, the issue of further Equity Shares (of whatever class) Equity Share Equivalents, or equity interest or the creation of any convertible debentures, options, warrants or employee stock options (other than the ESOP Shares), other rights to subscribe for, acquire or call for Equity Shares or redemption or purchase by the Company or its subsidiaries of shares or a reduction in the share capital of the Company or any subsidiary or any alteration of the rights attaching to the share capital of the Company or any of its subsidiaries.	
	d) Amendment to Charter Documents. Any amendment or restatement of the Amended Charter Documents.	
	e) Mergers, Demergers and Consolidations. The disposal of or closure of the whole or any substantial part of any undertaking of the Company or undertaking, effecting, approving, permitting or recommending any re-organisation, merger, amalgamation, demerger, acquisition, reconstruction, reorganisation or consolidation, strategic sale or other similar transaction of or by the Company or any arrangement or compromise with the Company's creditors or shareholders.	
	f) Joint Ventures/subsidiaries: (i) Creation of subsidiaries and/or Affiliates of the Company or permitting any company to become its subsidiary or (ii) Causing or permitting the Company or any subsidiary of the Company to enter into any joint venture, partnership or technology transfer arrangements.	
	g) Assets. Any sale or disposal of (including through a de-merger) of any Assets of the Company and future subsidiaries of the Company including intellectual property rights, exceeding a value of INR 5 million (INR Five million).	
	h) Liquidation. Any voluntary liquidation under or winding up or dissolution of the Company or participating in any scheme of reconstruction.	

	i) Business Plans. Any material variation/amendment to the Business Plan and approval and modification of the Annual Business Plan.	
	j) Capital Expenditure. Capital expenditure exceeding the levels agreed upon in the annual budget and capital expenditure budget by 10%, subject to a minimum amount of INR 2,500,000 for every transaction.	
	k) Borrowing and Indebtedness. Any borrowing which may result in the Company's Long-Term Debt: Equity ratio exceeding 1.5:1 and Total Debt: Equity ratio exceeding 2:1. Long Term Debt shall mean all term loans and other loans not specifically denominated as working capital facilities, exceeding a tenure of 1 year for repayment. Total Debt shall mean all the sum of all loans and indebtedness of the Company, including working capital, short term and unsecured loans.	
	l) Loans/Guarantees: (i) the giving by the Company of any loans to third parties or (ii) any guarantee or indemnity to or becoming a surety for any third party, other than to lenders for providing loans to the Company in the ordinary course of business or to any other person in the ordinary course of business.	
	m) Related Party Transactions. Any transactions with Promoters and Related Parties of Promoters if the value or consideration (whichever is higher) thereof, along with the value or consideration (whichever is higher) of all other agreements, transactions and dealings between the Company and any and all Promoters and such Related Parties in any Financial Year exceeds INR 5,000,000 (INR Five million) and in case of Oros exceeds INR 20,000,000 (INR Twenty million).	
	n) Accounting. (i) Approval of the annual Audited Financial Statements for the Company; (ii) any change in accounting policies of the Company; and (iii) appointment and re-appointment of and any change in the statutory auditors and/or internal auditors.	
	o) Dividends: Approval of the dividend policy of the Company and any declaration or payment of any dividend on any Equity Shares or Equity Share Equivalents or making any other distribution by whatever name called, directly or indirectly, on account of any securities of the Company.	
	p) Delegation: Delegation of any of the matters set out herein.	
	If consent of the Investor Director is obtained for any matters listed out at Schedule 7 (either at a meeting of the Board of Directors or through a circular resolution) of the Agreement and herein above, the approval of the Investor shall be deemed to have been received in respect of such matter(s) for purposes of Clause 8.9 of the Agreement and this Article. If for the purposes of the Agreement or the Charter Documents, the approval of the Investor or Investor Director is received in respect of any matter; it shall be binding upon the Affiliates of the Investor. If the Investor and / or the Investor Director do not agree to any action or resolution proposed and falling within Schedule 7 (Reserved Matters) of the Agreement and listed herein above, they shall provide reasons for such dissent, to the Company and the Promoters. If disagreement on such issues cannot be resolved amicably, it shall be escalated and will be discussed for the next 30 days between the Promoters and such person as the Investor may nominate in writing for this purpose, provided however that no action can be taken in respect of such matter, without the approval of the Investor as provided under Clause 8.9 of the Agreement and this Article.	
20.	Restriction on Transfers by Promoters	
	Notwithstanding anything contained in the Agreement and the AoA, the Promoters shall not be entitled to, and shall not, Transfer any Equity Shares held by them or any interest in such Equity Shares save and except with the prior written consent of the Investor, except for (i) inter se Transfers between the Promoters and their Affiliates subject to what is stated in Article 43 below and (ii) Transfer of Equity Shares to any Person (other than Affiliates of Promoters) up to a maximum of 5% (in aggregate) of the consolidated shareholding of the Promoters and their Affiliates in the Company in the then issued capital of the Company, in a single transaction or a series of transactions, subject to what is stated in Clause 9.2 and Clause 10 of the Agreement and Article 42. Any attempt to Transfer any Equity Shares or other securities or any rights there under in violation of the preceding sentence shall be null and void ab initio.	Transfer and Transmission of Shares by Promoters
21.	Transfer of Promoters Equity Shares	
	In case of Transfer of the Equity Shares to the Affiliates or any Person of the Equity Shares of the Promoters, in the manner set out in Article 41 above, the transferee shall be bound by the terms and conditions as set out in the Agreement	

	and the provisions of the AoA and shall be subject to the same rights and obligations of the Promoter as set out in the Agreement and the AoA and shall execute a deed of adherence substantially in the form attached as Exhibit A to the Agreement, prior to the Company recording the transfer of such Equity Shares to his/her name, provided however that so long as the Promoter continues to hold Equity Shares, the rights of the Promoter under Clause 11 of the Agreement and Article 44 can be exercised only by the Promoters.	
	The Promoters and their Affiliates shall notify the Investor of any proposed Transfer of their Equity Shares to an Affiliate, with full details of such Affiliate at least 7 Business Days prior to such Transfer.	
22.	(1) Subject to Clause 9 of the Agreement and Article 41 and 42 above, if the Promoters or their Affiliates (or any of them) (the "Selling Shareholder") proposes to Transfer any of their Equity Shares (the "Sale Shares"), in a single transaction or a series of transactions, in one or more tranches to any person other than an Affiliate (a "New Purchaser"), it shall deliver a written notice to the Investor (the "Tag-Along Notice") stating the:	Tag-Along Rights
	(a) number of Equity Shares it proposes to transfer as a percentage of the total number of Equity Shares held by it (the "Percentage");	
	(b) proposed consummation date of such transfer;	
	(c) name and address of the New Purchaser; and	
	(d) proposed amount and form of consideration and terms and conditions of payment offered by such New Purchaser,	
	along with a written representation that such New Purchaser has been informed of the "tag-along" rights provided for in this Article 43 and has agreed to purchase all the Equity Shares required to be purchased in accordance with the terms of this Article 43, and a representation that no consideration, tangible or intangible, is being provided to the Selling Shareholder that will not be reflected in the price paid to the Investor on exercise of their tag-along rights hereunder. In the event that the proposed consideration for the Transfer includes consideration other than cash, the Tag Along Notice shall include a calculation of the fair market value of such consideration and an explanation of the basis for such calculation. The total value of the consideration for the proposed Transfer is referred to herein as the "Offer Price".	
	(2) The Investor shall, at its option, have the right to transfer to such New Purchaser:	
	a) a pro-rata percentage of Investor Shares held by the Investor, equal to the Percentage of shares proposed to be transferred by Selling Shareholder, or any portion thereof, if the Transfer does not have the effect of reducing the holding of the Promoters to less than 51% of the Equity Shares of the Company;	
	b) all the Investor Shares held by the Investor, if the Transfer has the effect of reducing the holding of the Promoters to less than 51% of the Equity Shares of the Company or if the Transfer does not have the effect of reducing the holding of the Promoters to less than 51% of the Equity Shares of the Company but the Transfer results in transfer of Management Control Rights.	
	(3) In the event that that the Investor decides not to exercise its "tag-along" rights as set out in this Article 43, it shall deliver a written notice ("Notice") to the Selling Shareholder within 15 Business Days of receipt by it of the Tag-Along Notice to that effect, and thereafter the Promoter may transfer to the New Purchaser the Sale Shares at a price which is not more than the Offer Price and on the same terms as set out in the Tag-Along Notice within a period of 30 Business Days (as extended for the period required to obtain Government Approvals, if any) from the receipt of the Notice. If the sale by the Promoter is not completed with the aforesaid period of 30 Business Days, then the provision of this Article 43 shall once again be applicable to the Sale Shares.	
	(4) If the Investor wishes to exercise its right under this Article 43, it shall deliver a written notice ("Response Notice") to the Selling Shareholder within 30 Business Days of receipt by it of the Tag-Along Notice, requiring the Selling Shareholder to ensure that the New Purchaser also purchases such number of the Equity Shares of the Investor as mentioned in the Response Notice at the same price and on the same terms as are mentioned in the Tag Along Notice. Once the Response Notice is delivered it shall be binding upon the Investor. If no Response Notice is received from the Investor within 30 Business Days of receipt by it of the Tag-Along Notice, it shall be deemed that the Investor does not wish to participate and	

	the Selling Shareholders shall be free to transfer the Sale Shares in accordance with Article 43(3).	
	(5) In the event that the New Purchaser refuses to purchase all the Equity Shares offered by the Selling Shareholder and the Investor, the maximum number of Equity Shares which the proposed New Purchaser is willing to purchase shall be allocated amongst the Equity Shares offered by the Selling Shareholder and the Investor on a pro-rata basis in the ratio of total Equity Shares held by the Selling Shareholder and the Investor.	
	(6) For the avoidance of doubt, the Investor exercising its tag along rights under this Article 43, will not be obliged to provide any representations or warranties to the New Purchaser, other than a representation that the Equity Shares it wishes to transfer are free and clear from all Encumbrances and that the Equity Shares are being transferred with appropriate authorisations internal to it.	
	(7) The New Purchaser acquiring any Equity Shares of the Company pursuant to this Article 43 shall be bound by the terms and conditions as set out in the Agreement and the AoA. The New Purchaser shall execute a deed of adherence substantially in the form attached as Exhibit A to the Agreement, prior to the Company transferring such Equity Shares to his/her name. However, the Promoter Warrants can be transferred only if the Promoters transfer more than 51% of the total Equity Shares of the Company to the New Purchaser in the manner set out in the Agreement and Part II of the AoA.	
	(8) If the Promoters transfer more than 51% of the total Equity Shares of the Company to a New Purchaser in the manner set out in the Agreement and Part II of the AoA, the rights of the Promoters under the Agreement may be exercised by any one and not more than one of either (i) the Promoters or (ii) the New Purchaser, as may be decided by the Promoters at their sole option. The Promoters shall indicate to the Investor by notice in writing which person shall exercise the rights of the Promoters under the Agreement and Part II of the AoA.	
23.	Investor's Shares freely transferable	Transfer Right of the Investor
	1. Except as set out in the Agreement and provisions of Part II of the AoA, the Equity Shares held by the Investor shall be freely transferable and there shall be no restriction on the Transfer of the Equity Shares held by the Investor.	
	2. If at any time prior to the Listing or June 30, 2012, whichever is earlier, the Investor proposes to transfer all or any portion of its Equity Shares ("Investor Sale Shares") to any Person, who is not an Affiliate of the Investor, ("Third Party Purchaser"), pursuant to a Bona Fide Offer received from the Third Party Purchaser, the Promoters or its nominees shall jointly and severally have the right to buy the Investor Sale Shares being offered to the Third Party Purchaser at the same price in priority over the Third Party Purchaser. For the purposes of this Article, "Bona-fide Offer" means an offer in writing from any Third Party Purchaser to the Investor to purchase or otherwise acquire some or all of the Investor Shares for a stipulated purchase price.	
	3. In the event that the Investor intends to sell the Investor Sale Shares to the Third Party Purchaser, it shall by written notice ("Investor Sale Notice") to the Promoters, notify the Promoters of such intention to sell, giving details of the number of Investor Sale Shares proposed to be acquired by the Third Party Purchaser, the price at which the Investor Sale Shares are to be purchased ("Purchase Price") and the identity of the Third Party Purchaser along with a certificate of the Investor certifying the price offered by the Third Party Purchaser. Upon receipt of the Investor Sale Notice, the Promoters shall be entitled to jointly or severally purchase all the Investor Sale Shares at the Purchase Price, within a period of 30 Business Days from the receipt of the Investor Sale Notice by the Promoters ("Notice Period"). If the purchase of the Investor Sale Shares is not completed by the Promoters within such Notice Period, then the Investor shall thereafter be entitled to Transfer all the Investor Sale Shares to any other Person at a price which is equal to or higher than the Purchase Price. Such sale shall be completed within 60 Business Days of the expiry of the Notice Period (as extended pursuant to Article 78 below), failing which the provisions of Article 44(2) to 44(3) shall once again apply to the Investor Sale Shares.	
	4. In the event that the Investor proposes to sell its Equity Shares to any Person in the manner set out in Article 44, the Promoters and the Company shall provide the Investor with such reasonable assistance and co-operation as may be required by the Investor to enable the Investor to sell its Equity Shares in the manner set out in this Article 44 with respect to providing information relating to the	

	Company and reasonable assistance in the conduct of a due diligence on the legal, financial and other affairs of the Company.	
	5. Notwithstanding anything contained in the Agreement and provisions of the Part II of the AoA,	
	i. the Investor shall not, at any time prior to Listing or June 30, 2012, whichever is earlier, transfer any Investor Shares to any Person, engaged in, or participating in, a Competing Business, except with the prior written consent of the Promoters. Provided that foreign or Indian institutional investors or financial institutions or private equity funds will not be deemed to be engaged in, or participating in, a Competing Business for the purpose of this Article. If, however, the private equity fund has prior investments in a competing pharmaceutical company, then the Investor Director on the Board of the Company (representing the private equity fund as the Investor) will not serve as the Investor's nominee on the board of directors of the competing pharmaceutical company without prior consent of the Company;	
	ii. Following Listing, the Investor will have the unfettered right to transfer or otherwise dispose of Investor Shares in any manner except in an off-market transaction or a block deal on the stock exchange to a Person that is known by the Investor to be a Person, engaged in, or participating in, a Competing Business, except with the prior written consent of the Promoters.	
	6. In case of Transfer of the Equity Shares to Affiliates of the Investor or to any Person of the Equity Shares of the Investor, in the manner set out in this Article (prior to Listing), the transferee shall be bound by the terms and conditions as set out in Part II of the AoA. The transferee shall execute a deed of adherence substantially in the form attached as Exhibit A to the Agreement, prior to the Company transferring such Equity Shares to his/her/its name.	
	7. The rights of the Investor under this Article may be exercised by any one and not more than one of either (i) the Investor or (ii) any Affiliate of the Investor or (iii) a transferee of any Investor Shares, as may be decided by the Investor at its sole option. The Investor shall indicate to the Company and the Promoters by notice in writing which entity shall exercise the rights of the Investor under the Agreement. For the avoidance of doubt, it is clarified that nothing contained above shall prevent any Shareholder from exercising any rights, available to such Shareholder under the provisions of the Companies Act, 1956, other than the special rights derived by such Shareholder under the Agreement.	
	8. The Investor and their Affiliates shall notify the Company and the Promoters of any proposed Transfer of their Equity Shares to an Affiliate, with full details of such Affiliate within 30 Business Days of such Transfer. Affiliates shall forthwith and no later than 60 Business Days from the date it proposes to cease to be an Affiliate retransfer their shares back to the Investor.	
	9. Any attempt to Transfer any Equity Shares or other securities or any rights there under in violation of this Article 45 shall be null and void ab initio.	
24.	No restriction following IPO	
	For the avoidance of doubt, it is clarified that, subject to the provisions of Article 44(5), the Investor shall be entitled to Transfer the Investor Shares freely following an IPO without any other restriction whatsoever.	
25.	Transfers between the Investor and its Affiliates	
	For the avoidance of doubt, it is clarified that there shall be no restrictions on inter-se Transfers of the Equity Shares between the Investor and it's Affiliates.	
26.	Subject to the provisions of Clause 3.7 of the Agreement, other than through a Public Issue of Equity Shares in an IPO and the issue and allotment of the ESOP Shares and the Promoter Warrant Shares in accordance with the provisions of Clause 12.5 of the Agreement and Article 51 below, any future issue of Equity Shares, or Equity Share Equivalents or other instruments entitling the holder to receive any Equity Shares of the Company (a "Dilution Instrument") shall be made only with the Investor's affirmative consent and unless otherwise agreed, be first offered to the existing Shareholders in the ratio of their shareholding in the Company at the time of such issuance.	Anti Dilution
27.	Subject to Article 47, until Listing, the Investor shall, in its discretion, have the first right (but not the obligation), to acquire by itself or through its Affiliates (whether by way of subscription, purchase or otherwise) any Dilution Instrument offered by the	

	Company to any other Person, on the same price, terms and conditions as the Company proposes to offer such Dilution Instruments to such other Persons, as would enable the Investor to maintain its proportion of shareholding in the issued share capital of the Company on a Fully-Diluted Basis at not less than the percentage of Equity Shares then held by the Investor at the time of issue of the Dilution Instrument (based on the share holding of the Shareholders at that time). The Investor shall also be entitled to subscribe to the Dilution Instruments not subscribed by the other Persons (including, the Shareholders of the Company to whom such Dilution Instrument were offered) in the same proportion that its shareholding (calculated after giving effect to the subscription by the Investor to the Dilution Instruments pursuant to this Article 48, but not including the number of Equity Shares held by other Shareholders of the Company not subscribing in such issuance) bears to the total Equity Shares of the Company on a Fully Diluted Basis.	
28.	Notwithstanding anything contained in the Agreement and provisions of Part II of the AoA, in the event the Investor desires to acquire any Dilution Instrument, but is unable to participate due to any restrictions under Law or for any reason beyond the control of the Investor, the Investor shall be entitled to nominate any of its Affiliates or any other Person who is not engaged in a Competing Business to acquire such Dilution Instrument in terms of Article 48.	
29.	The Company shall not issue any Dilution Instrument on terms which are more favourable than those offered to the Investor, without the prior written consent of the Investor and provided however that in the event that the Investor permits any Dilution Instruments to be issued by the Company on terms more favourable than those provided to the Investor hereunder, then all such better terms shall become applicable to the Investor simultaneously with such other Person to whom they are offered.	
30.	Subject to the provisions of the Agreement and Part II of the AoA, the Company shall issue Promoter Warrants to the Promoters on the Tranche 1 Closing Date, on the following terms:	Provisions relating to Promoter Warrants
	a. Not more than 423,760 Promoter Warrants shall be issued by the Company at a nominal consideration of INR 10,000;	
	b. The Promoter Warrants shall be non-transferable and shall be exercised by the Promoters and shall be issued only to the Promoters;	
	c. The exercise price per Promoter Warrant shall be equal to its face value;	
	d. The Promoters will be entitled to convert the Promoter Warrants into equity shares in accordance with the conditions specified below:	
	i. If PAT 2010 is equal to or greater than INR 290.0 million, the Promoters will be entitled to exercise 423,760 Promoter Warrants so as to be equal to 5.13% of the Fully Diluted equity share capital of the Company after the exercise of the Promoter Warrants.	
	ii. In the event that the Promoters do not become entitled to exercise the Promoter Warrants issued to them due to failure of achieving the criteria specified in (i) above, the Promoters will be entitled to exercise 423,760 Promoter Warrants if the Company conducts an IPO prior to June 30, 2012, at a price which represents an annualised internal rate of return of at least 25% ("IRR") calculated on the basis of the Investor's subscription price per Equity Share as set out in Clause 2 hereto ("Minimum Exercise Price"). The IRR shall be computed at the lower end of the price band approved by the Board of Directors of the Company and the Investor for the launch of the IPO or to complete the IPO. The notice for conversion of the Promoter Warrants if exercised by the Promoters, should be issued to the Company within 5 days from the date of the meeting of the Board of Directors, at which the price band for the IPO is approved.	
	iii. The Promoter Warrants shall be exercised by issuance of a notice in the form attached as Exhibit C to the Agreement in writing to the Company, enclosing evidence of the exercise conditions having been met, with a copy to the Investor ("Promoter Warrant Notice") along with the submission of the corresponding Promoter Warrant certificate. The Investor shall render all assistance including voting either itself or through its nominee or Investor Director for issue of corresponding Equity Shares.	

	e. Upon issuance of the Promoter Warrant Notice, the Company shall forthwith cancel the Promoter Warrant certificate and issue and allot the requisite Equity Shares. Immediately on issue and allotment of Promoter Warrant Shares, the shareholding pattern of the Company shall be as set out in Schedule 1 to the Agreement.	
	f. Any Promoter Warrants not exercised upon the filing of the red herring prospectus with SEBI shall lapse immediately upon such filing of the red herring prospectus.	
	g. Where the Promoters have exercised the Promoter Warrants under Article 51(d)(ii) above and if, thereafter: (i) the Company decides to recall or cancel the IPO; or (ii) if for any reason the Company does not complete the Listing; or (iii) if the offer price of the Equity Shares as determined through a book building process pursuant to the Company filing the red herring prospectus is less than the Minimum Exercise Price, then at the option of the Investor, the Promoters shall be required to transfer such number of Equity Shares to the Investor (or such person as may be nominated by the Investor) in proportion to the Investor's existing shareholding in the Company calculated on a Fully Diluted Basis, or the Company shall issue such further Equity Shares to the Investor, at the par value of the Equity Shares so as to reinstate the shareholding percentage of the Investor as it were prior to the date on which the Promoters exercised their Promoter Warrants. The issue of Equity Shares by the Company or transfer of Equity Shares by the Promoters as provided above shall be made at the minimum price stipulated by applicable Law and the Shareholders shall co-operate with each other to restore the Investor to the same commercial position in which it was prior to the exercise of the Promoter Warrants.	
31.	The Company shall not issue any Dilution Instrument in contravention of the provisions of the Article 47 to 51.	
32.	IPO on or before June 30, 2012	Public Offers and Exit
	The Company shall, and the Promoters, jointly and severally, shall use all their respective rights in the Company (including but not limited to voting rights) to ensure that the Company shall achieve an IPO and cause the Company's Equity Shares to be Listed on or before June 30, 2012. The Investor agrees not to unreasonably withhold a bona-fide proposal for IPO proposed by the Promoters.	
33.	IPO after 30 June, 2012	
	Without prejudice to the foregoing, if the Company does not achieve an IPO on or before June 30, 2012, the Investor shall have a right to seek an exit for its investment by way of an Offer for Sale which facilitates a Listing. Upon a written request by the Investor, the Company and the Promoters shall support and do all such acts and things as are necessary to complete a Listing by way of an Offer for Sale of Shares of the Company if so required by the Investor.	
34.	Investor's unfettered right to offer their Equity Shares for sale in any IPO	
	The Investor shall have the right, at its sole discretion, but not the obligation to sell the Investor Shares or any part thereof in any IPO of the Company's Equity Shares.	
35.	Promoters to assist in making offer for sale of Equity Shares in IPO	
	In any IPO, in the event that the Company does not require to raise incremental capital or if the number of new Equity Shares offered to the public under such Public Issue shall not be sufficient to meet the minimum percentage of Equity Shares mandated to be offered to the public under the provisions of applicable Law or to achieve a Listing of the Equity Shares on the Recognised Stock Exchange, the Promoters shall, upon a request by the Investor, make a suitable Offer for Sale of an appropriate number of Equity Shares to meet the minimum Listing requirements of the Recognised Stock Exchange. The Promoters shall facilitate the process and do or cause the Company to do all such acts as are necessary to complete the Listing and comply with the applicable Law. If so required by the Investor the Promoters will contribute proportionately to meet the minimum listing requirements at such an Offer for Sale.	
36.	Investor's unfettered right to Transfer Equity Shares	

	Notwithstanding any other provision of the Agreement and Part II of the AoA, it is clarified that the Investor shall be entitled to Transfer the Investor Shares freely following an IPO, without following the procedure set out in Clause 11 of the Agreement and Articles 44 to 46 of the AoA and without any restriction, but subject to restrictions under clause 11(f)(ii) of the Agreement and Article 44(5)(b) of the AoA and subject to applicable Law.	
37.	The Company and the Promoters shall ensure that, unless otherwise required under Law, the Investor is not classified as a promoter of the Company for any purpose whatsoever, including but not limited to an IPO. Nothing in the Agreement and the provisions of Part II of the AoA shall require the Investor to do or omit to do anything that may result in it becoming a promoter of the Company under the SEBI Guidelines. The Company undertakes that it shall not name the Investor as a promoter in any prospectus or other document relating to the issuance of Equity Shares.	Compliance and code of conduct in relation to any IPO undertaken by the Company
38.	Within the statutorily required period after the Offer for Sale and/or Public Issue, the Company shall take necessary steps to have all of its Equity Shares (including, for the avoidance of doubt, the Investor Shares) listed on the Recognised Stock Exchanges.	
39.	All costs, charges, fees and expenses, including those of the IPO Investment Banks agents, lawyers, banks or managers involved with the IPO, incurred in connection with the IPO shall be borne and paid by the Company.	
40.	The Company shall, at its own cost, comply with all ongoing Listing requirements including inter alia, payment of all present and future costs relating to the Listing and sponsorship, underwriting fees, listing fees, merchant bankers fees, bankers fees, brokerage, commission and any other costs that may be incurred due to the changes to the applicable Law for the time being in force.	
41.	The Investor, shall not, upon Listing or sale of the Equity Shares held by it, be required to give any warranties or indemnities to any underwriter, broker, Recognised Stock Exchanges, any Governmental Authority or any other person other than in relation to title of its Equity Shares and statutory lock-in if so required under Law.	
42.	The Company and the Promoters shall jointly and severally indemnify the Investor and its Affiliates, as well as its officers against any damages, claims, litigation and resulting costs arising out of any misrepresentation, inadequate disclosure or incorrect and misleading information contained either in the IPO prospectus or other publicity material and/or future representation and information except in respect of such information which is provided by the Investor itself.	
43.	The Company, the Promoters and the Investor shall take all such steps, and extend all such co-operation to each other and the IPO Investment Bank as may be required for the purpose of expeditiously making and completing an IPO in accordance with the Articles 53 to 66.	
44.	The Company and the Promoters shall provide the Investor with copies of the contents of all material, representations and information contained in the promotion, publicity and marketing of the public offering leading to the offering of Equity Shares in the IPO and as well as before or after the completion of Listing, prior to the publication or filing, as the case may be of such material. The Investor reserves the right to require changes and alterations to these as to the manner, style, context and use of name and involvement of the Investor, and its role in the Company.	
45.	The Promoters and the Company shall do all such acts deeds and things (including where necessary the obtaining of all such consents and approvals, whether required by applicable Law or otherwise) as may be necessary to complete the IPO and list the Equity Shares of the Company on one or more of the Recognised Stock Exchanges.	
46.	During the term of the Agreement, except with the prior written consent of the Investor, neither the Promoters nor their Affiliates shall set up, invest or engage in, directly or indirectly through holding companies/ partnerships or corporations or any other Person, any Competing Business. Any new acquisition in similar business domains by the Promoters shall be done only through the Company or, subject to FEMA, its subsidiary. The direct or indirect holding of shares or any other interest in any Person in excess of 20 % of the total shares (or other capital) of such Person by the Promoters and/or their Affiliates where such Person carries on a business similar	Covenants

	to or competing with the Business shall be construed as competition by the Promoters/their Affiliates with the Business.	
47.	The Promoters shall devote their time and attention reasonably required for the Business and their responsibilities as executive directors and key management personnel of the Company.	
48.	The Promoters shall not use or disclose the Confidential Information relating to the Company except for the purpose of the Business.	
49.	Company Covenants	
	The Company shall comply with each covenant in Part I of Schedule 8 (Company Covenants) and Schedule 9 (Action Plan) of the Agreement unless the context otherwise requires.	
50.	Promoters Covenants	
	Each Promoter shall (a) comply with the covenants in Part II of Schedule 8 of the Agreement; and (b) cause the Company to comply with each covenant in Part I of Schedule 8 and Schedule 9 of the Agreement.	
51.	Investor Covenant	
	Investor shall at all times, duly comply with, fulfill and perform all the terms and conditions of, and all its obligations and duties under the Agreement and cause its nominees, Investor Director and/ or Affiliates to do so.	
52.	Remedial Action	
	Immediately following the notification by the Company to the Investor in accordance with Part I of Schedule 8 of the Agreement of an event which could have a Material Adverse Effect on the condition of the Company, the Investor shall discuss the impact of such event on the business, operations and financial condition of the Company with the Promoters and the Shareholders may mutually agree any remedial actions.	
53.	The Agreement shall be effective from the 16 th day of June, 2008 and shall terminate in the manner set out in Clause 15.1 of the Agreement.	Term, Termination and Survival
54.	Survival	
	Notwithstanding the termination of the Agreement, the Article 29 (Return of Subscription Amount), Article 76 (Indemnity), Article 81 (Notice), Article 85 (Publicity; Confidentiality), Article 87, Article 99 and Article 88 (Governing Law and Dispute Resolution) shall survive.	
55.	Indemnification by the Investor, the Company and the Promoters	Indemnity
	The Investor, the Company and the Promoters shall be bound by and shall comply with the provisions of Clause 16 of the Agreement.	
56.	Share Certificate Legend	Miscellaneous
	All transfers of Shares are subject to the provisions of Clause 9.1, Clause 10 and Clause 11.1 of the Agreement and Articles 41, Article 43 and Article 44 of the AoA. This restriction shall be placed on a restrictive legend on the share certificates held by the Shareholders, such legend to be in place on or before the Closing Date. If the Shares are dematerialized, the above transfer restriction will be given to the transfer agent with instructions that the Shares can be transferred only in compliance with this transfer restriction.	
57.	Time extended to obtain approvals	
	Where the Shareholders requires prior legal, governmental, regulatory or shareholder consent for an acquisition or disposal of Equity shares pursuant to the Agreement, then notwithstanding any other provision of the Agreement, the Shareholder shall only be obliged to acquire or dispose of such Equity Shares once such consent or approval is obtained, and the Shareholders shall use their reasonable endeavours to obtain any such required approvals. Any period within which a Transfer of Equity Shares by the Shareholder has to be completed shall be extended by such further period as is	

	necessary for the purpose of obtaining the above approvals, provided the Shareholder has exercised reasonable endeavours to obtain such approvals. Provided that if any of the abovementioned approvals are finally withheld, then the Shareholder shall be deemed not to have offered to sell the concerned Equity Shares.	
58.	Compliance with Applicable Law	
	The Company shall carry on only such activities as are permitted by applicable Law, for which purpose, the Company shall adhere to any restrictions that are applicable on account of the investment by the Investor in the Company, including any provisions of the Foreign Direct Investment Policy of the Government of India, FEMA or subsequently notified under Law and agreed with the Investor.	
59.	Other Investments of Investor	
	The Company and the Promoters irrevocably consent to, and have no objection to the Investor at any time and from time to time making investments in and/or entering into collaborations or other agreements or arrangements with Persons / companies in India engaged in the same or an allied Business as that of the Company, provided that if the Investor invests in a pharmaceutical company directly competing with the Company, the Investor Director on the Board of the Company will not serve as the Investor's nominee on the board of directors of the competing pharmaceutical company without prior consent of the Company.	
60.	Notices	
	All notices provided hereunder shall be written in English and shall be sent by hand or by courier or by facsimile or by other electronic means (which shall include but not limited to e-mails and e-mail attachments) to the applicable Shareholder at the contact details indicated below or to such other address, facsimile number or e-mail address as a Shareholder shall designate by similarly giving notice to the other Shareholders at the address set out below:	
	a) if to the Company: to the Managing Director, with a copy to the Chairman of the Board of Directors at 505, VIP Plaza, Veera Industrial Estate, Opp Infiniti Mall, Link Road, Mumbai – 400 053, fax to the attention of Janak R. Shah – Managing Director at Fax no: +91 22 6716 3100 Email: janak.shah@themislabs.com	
	b) if to the Promoters: at 30, Vallabh Nagar Society, Saujanya, 3 rd N. S. Road, Vile Parle (W), Mumbai – 400 056, fax to the attention of Mr. Janak Shah at Fax no: +91 22 6716 3100 Email: janak.shah@themislabs.com	
	c) if to Investor: at NYLIM Jacob Ballas India Fund III, LLC, Mauritius, IFS Court, Twenty Eight, Cyber City, Ebene, Mauritius. Fax: +230 467 4000 to the attention of Dev Joory, Couldip Basanta Lala, Directors Email: ifs@ifsmauritius.com	
	With a copy to: Jacob Ballas Capital India Private Limited Attention: Srinivas Chidambaram, Managing Director Lower Arcade, The Ashok, 50-B, Chanakya Puri, New Delhi 110 021, India Email: srinivas.chidambaram@jbindia.co.in Fax: 011-24104439 to the attention of Srinivas Chaidambaram	
	All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand or by courier, when actually delivered and in the case of delivery by facsimile or other electronic means upon transmission thereof, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is sent by hand or despatched by courier to the relevant address set out above), on the next Business Day following transmission by facsimile or other electronic means, as the case may be.	
	Any Shareholder may by notice given in accordance with this Article designate another address or person for receipt of notices hereunder.	

61.	Successors and Assigns; Third Party Beneficiaries	
	(a) The Agreement and the provisions of the AoA including Part II hereof shall inure to the benefit of and be binding upon the successors and permitted assigns of the Shareholder, in the manner set out in the Agreement and the provisions of the AoA.	
	(b) Any of the rights of the Investor hereunder and under the Transaction Documents may be exercised by any proxy of the Investor (at the Shareholders meeting) or the Investor Director on behalf of the Investor.	
62.	Amendment and Waiver	
	a) Unless otherwise contemplated under the Agreement or the AoA, no failure or delay on the part of the Company or the Investor in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for under the Agreement and herein under the AoA are cumulative and are not exclusive of any remedies that may be available to the Company or the Investor at Law, in equity or otherwise.	
	b) Any amendment, supplement or modification of or to any provision of the Agreement or the AoA, any waiver of any provision of the Agreement or the AoA, and any consent to any departure by the Company or the Investor from the terms of any provision of the Agreement or the AoA, shall be effective (i) only if it is made or given in writing and signed by the Company and the Investor, and (ii) only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by the Agreement or these Articles, no notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances.	
63.	Severability	
	If any one or more of the provisions of the Agreement or the AoA, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision of the Agreement or the AoA in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions of the Agreement or the AoA.	
64.	Publicity; Confidentiality	
	Except as may be required by Law, none of the Shareholders shall issue a publicity release or public announcement or otherwise make any disclosure concerning the Agreement, the transactions contemplated hereby, the Investor, the Business, technology and financial affairs of the Company or any other information received from any other Shareholder, without the prior written approval of the other Shareholders; provided, however, that nothing in the Agreement shall restrict the recipient of such information from disclosing information:	
	(a) that is already publicly available;	
	(b) that was already known to such recipient on a non-confidential basis prior to its disclosure in connection with the transactions contemplated by the Transaction Documents;	
	(c) that may be required or appropriate in response to any summons or subpoena or in connection with any litigation, provided that such recipient will use reasonable efforts to notify the provider of such information in advance of such disclosure so as to permit the provider of such information to seek a protective order or otherwise contest such disclosure, and such recipient will use reasonable efforts to cooperate, at the expense of such provider, with such provider in pursuing any such protective order,	
	(d) to such recipient's officers, directors, shareholders, advisors, employees, members, partners, controlling persons, auditors or counsel on a confidential basis; or	

	(e) to persons from whom releases, consents or approvals are required, or to whom notice is required to be provided, pursuant to the transactions contemplated by the Transaction Documents.	
	If any announcement is required by any Law to be made by any Shareholder, prior to making such announcement such Shareholders will deliver a draft of such announcement to the other Shareholders and shall give the other Shareholders reasonable opportunity to comment thereon. The provisions of this Clause shall survive termination of the Agreement.	
65.	Further Assurances	
	Each of the Shareholders shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorisations or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other person) as may be reasonably required or desirable to carry out or to perform the provisions of the Agreement and the AoA.	
66.	Governing Law	
	The Agreement and the AoA shall be governed by, and construed in accordance with, the laws of India, without regard to the principles of conflicts to law of any jurisdiction.	Governing Law and Dispute Resolution
67.	Negotiation, Conciliation and Mediation	
	Any and all claims, disputes, questions or controversies involving the Shareholders and arising out of or in connection with or relating to the Agreement and/or the AoA, or the execution, interpretation, validity, performance, breach or termination of the Agreement and/or the AoA (including, without limitation, the provisions of this Article 88 (collectively, "Disputes") which cannot be finally resolved by such Shareholders within fifteen days of the arising of a Dispute by amicable negotiation and conciliation shall first be submitted for settlement by informal mediation to a panel consisting of one nominee of each Shareholder. If any such panel is unable to resolve and settle the Dispute within one (1) month after the Dispute is first submitted to it, then any Shareholder shall be entitled to cause the Dispute to be submitted for arbitration pursuant to the terms of Clause 18.3 of the Agreement and Article 89 of the AoA.	
68.	Arbitration	
	a) Any Dispute which is not settled to the satisfaction of the Shareholders under Article 88 above shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and any rules, regulations, amendments or changes made thereunder. For the purpose of such arbitration, parties to the Dispute shall appoint a sole arbitrator to be mutually agreed upon between them. In the event that the parties to the Dispute do not agree to the sole arbitrator within a period of 30 days from the expiry of the 1 month period referred to in Article 88 above, then it is agreed that the Investor (or such of them as are parties to the Dispute) shall appoint the first arbitrator, the Company and Promoters together shall have the right to appoint the second arbitrator and the third arbitrator shall be appointed by the two arbitrators so appointed by the parties as above ("Arbitration Board").	
	b) The place of arbitration shall be Mumbai. All arbitration proceedings shall be conducted in the English language. The arbitrator or the Arbitration Board shall decide any such dispute or claim strictly in accordance with the governing law specified in Article 87. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.	
	c) The sole arbitrator or the Arbitration Board shall endeavour to complete the arbitration proceedings and to deliver his/her award within 6 months from the reference of the Dispute to arbitrator or the Arbitration Board. The Shareholders agree to facilitate the completion of the arbitration within the aforesaid period by (i) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration, (ii) making available to one another and to the arbitrator or the Arbitration Board for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by such Shareholder if determined by the arbitrator or the Arbitration Board to be relevant to the dispute, (iii) conducting arbitration hearings to the greatest extent possible on successive business days and (iv) using	

	their best efforts to observe the time periods established by the arbitrator or the Arbitration Board for the submission of evidence and briefs.	
	d) The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, including, without limitation, the fees of the sole arbitrator or Arbitration Board, shall be borne equally by each Shareholder to the dispute or claim, and each Shareholder shall pay its own fees, disbursements and other charges of its counsel.	
	e) Any award made by the sole arbitrator or Arbitration Board shall be final and binding on each of the Shareholders that were parties to the dispute. The Shareholders expressly agree to waive the applicability of any laws and regulations that would otherwise give the right to appeal the decisions of the Arbitration Board so that there shall be no appeal to any court of law for the award of the sole arbitrator or the Arbitration Board.	

SECTION IX – OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts (not being contracts entered into in the ordinary course of business carried on by our Company or entered into more than two years before the date of this Draft Red Herring Prospectus) which are, or may be deemed material, have been entered or to be entered into by our Company. These contracts, copies of which will be attached to the copy of the Red Herring Prospectus delivered to the RoC for registration, and also the documents for inspection referred to hereunder may be inspected at our Registered Office, from 10:00 am to 5:00 pm on Working Days from the date of the Red Herring Prospectus until the Bid/ Offer Closing Date.

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the Shareholders, subject to compliance of the provisions contained in the Companies Act and other applicable law.

Material Contracts to the Offer

1. Offer Agreement dated September 20, 2018 entered into among our Company, the Selling Shareholders and the BRLMs.
2. Registrar Agreement dated September 18, 2018 entered into among our Company, the Selling Shareholders and the Registrar to the Offer.
3. Cash Escrow Agreement dated [●] entered into among our Company, the Selling Shareholders, the BRLMs, Bankers to the Offer and the Registrar to the Offer.
4. Share Escrow Agreement dated [●] entered into among the Selling Shareholders, our Company and a share escrow agent.
5. Syndicate Agreement dated [●] entered into among the members of the Syndicate, our Company and the Selling Shareholders.
6. Underwriting Agreement dated [●] entered into among our Company, the Selling Shareholders and the Underwriters.
7. Agreement dated [●] entered into between our Company and the Monitoring Agency.

Material Documents

1. Certified copies of our Memorandum of Association and Articles of Association, as amended until date.
2. Certificate of incorporation dated September 27, 1985 upon incorporation, fresh certificates of incorporation consequent upon change of name dated April 5, 2002, March 16, 2009 and fresh certificate of incorporation consequent upon conversion to a public limited company dated June 29, 2018.
3. Resolution passed by the Shareholders of our Company in their extraordinary general meeting held on July 24, 2018, authorising the Offer and other related matters.
4. Resolutions of our Board and IPO Committee passed in their respective meetings held on September 18, 2018 and September 20, 2018, approving this Draft Red Herring Prospectus.
5. Consent letters of the Promoter Selling Shareholders, each dated September 14, 2018, authorising their participation in the Offer for Sale.
6. Consent letter dated September 13, 2018 from NYLIM JB consenting to the inclusion of up to 2,444,000 Equity Shares in the Offer.
7. Resolution of the board of directors of NYLIM JB dated August 10, 2018 authorising the offer of up to 2,444,000 Equity Shares in the Offer.
8. Copies of annual reports of our Company for the preceding five Fiscals.
9. The examination report of the Statutory Auditor dated September 14, 2018, on our Restated Financial Statements included in this Draft Red Herring Prospectus.

10. Statement of tax benefits dated September 14, 2018 issued by our Statutory Auditor.
11. Consent dated September 20, 2018, from the Statutory Auditors namely, S R B C & CO LLP, to include their name as required under Section 26(1) 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 a Statutory Auditor and in respect of their (i) examination report dated September 14, 2018 on our Restated Financial Statements; and (ii) their report dated September 14, 2018 on the Statement of Tax Benefits included in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus.
12. Share Subscription and Shareholders’ Agreement dated June 16, 2008 amongst NYLIM JB, our Company and Janak Shah and Maya Shah, as amended by the amendment agreement dated September 19, 2018.
13. Service Agreement with Janak Shah dated May 11, 2017, as amended by an amendment agreement dated September 18, 2018.
14. Service Agreement with Maya Shah dated May 11, 2017, as amended by an amendment agreement dated September 18, 2018.
15. Service Agreement with Ankur Shah dated May 11, 2017, as amended by an amendment agreement dated September 18, 2018.
16. Service Agreement with Vishal Shah dated June 8, 2018, as amended by an amendment agreement dated September 18, 2018.
17. Consents of bankers to our Company, the BRLMs, the Registrar to the Offer, Bankers to the Offer, lenders to our Company, legal counsels appointed for Company and the BRLMs, Syndicate Members, Directors of our Company, Chief Financial Officer and Company Secretary and Compliance Officer, as referred to act, in their respective capacities.
18. In-principle listing approvals dated [●] and [●] from BSE and NSE, respectively.
19. SEBI final observation letter bearing reference number dated [●].
20. Tripartite Agreement dated December 11, 2008 among our Company, NSDL and the Registrar to the Offer.
21. Tripartite Agreement dated September 19, 2018 among our Company, CDSL and the Registrar to the Offer.
22. Due diligence certificate to SEBI from the BRLMs, dated September 20, 2018.

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the Shareholders, subject to compliance with the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

We hereby certify and declare that all relevant provisions of the Companies Act and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India Act, 1992, each as amended or the rules, regulations or guidelines issued thereunder, as the case may be. We further certify that all the statements in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTORS OF OUR COMPANY

Janak Shah

(Chairman and Managing Director)

Prabuddha Ganguli

(Independent Director)

Maya Shah

(Whole-time Director)

Sri Krishna Akkipeddi

(Independent Director)

Ankur Shah

(Whole-time Director)

Nagesh Pinge

(Independent Director)

Vishal Shah

(Whole-time Director)

Nipun Mehta

(Independent Director)

Sunil Chawla

(Nominee Director)

Ved Jain

(Independent Director)

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

Hemendra Shah

(Chief Financial Officer)

Date: September 20, 2018

Place: Mumbai

DECLARATION BY JANAK SHAH, AS A SELLING SHAREHOLDER

The undersigned, Janak Shah, as a Selling Shareholder, confirms and certifies that all statements, disclosures and undertakings made or confirmed by him in this Draft Red Herring Prospectus, about or in relation to himself and the Equity Shares offered by him through the Offer for Sale, are true and correct. Janak Shah assumes no responsibility for any other statements, including, any of the statements made or confirmed by or relating to the Company or any other person(s) in this Draft Red Herring Prospectus.

Name: Janak Shah

Date: September 20, 2018

Place: Mumbai

DECLARATION BY MAYA SHAH, AS A SELLING SHAREHOLDER

The undersigned, Maya Shah, as a Selling Shareholder, confirms and certifies that all statements, disclosures and undertakings made or confirmed by her in this Draft Red Herring Prospectus, about or in relation to herself and the Equity Shares offered by her through the Offer for Sale, are true and correct. Maya Shah assumes no responsibility for any other statements, including, any of the statements made or confirmed by or relating to the Company or any other person(s) in this Draft Red Herring Prospectus.

Name: Maya Shah

Date: September 20, 2018

Place: Mumbai

DECLARATION BY NYLIM JACOB BALLAS INDIA FUND III LLC

NYLIM Jacob Ballas India Fund III LLC confirms that all statements and undertakings made or confirmed by it in this Draft Red Herring Prospectus about or in relation to itself and the Equity Shares being offered by it by way of the Offer are true and correct. NYLIM Jacob Ballas India Fund III LLC assumes no responsibility for any other statements, including, any of the statements made or confirmed by or relating to the Company or any other person(s) in this Draft Red Herring Prospectus.

For NYLIM Jacob Ballas India Fund III, LLC

Authorised Signatory

Name: Abdool Raouf Bundhun

Designation: Director

Date: September 20, 2018

Place: Mauritius