



SEVEN ISLANDS

SEVEN ISLANDS SHIPPING LIMITED

Our Company was incorporated as Seven Islands Shipping Company Private Limited on May 2, 2002, as a private limited company under the Companies Act, 1956 and was granted the certificate of incorporation by the Registrar of Companies, Maharashtra at Mumbai ("RoC"). Pursuant to a special resolution passed by our Shareholders on June 05, 2003, the name of our Company was changed to Seven Islands Shipping Private Limited and a fresh certificate of incorporation was issued to our Company by the RoC on June 19, 2003. Further, our Company was converted into a public limited company and the name of our Company was changed to Seven Islands Shipping Limited. Pursuant to the change of name, the RoC issued a certificate of change of name on June 26, 2003 upon conversion into a public limited company. For details in relation to change in name and Registered Office of our Company, see "History and Certain Corporate Matters" on page 164.

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Contact Person: Jay Bhavesh Parekh, Company Secretary and Compliance Officer; Tel: (91 22) 4225 4225;

E-mail: cs@sishipping.com; **Website:** www.sishipping.com; **Corporate Identity Number:** U61100MH2002PLC135732

OUR PROMOTERS: THOMAS WILFRED PINTO, LEENA METYLYDA PINTO AND FII MAURITIUS INVESTMENTS LTD.

INITIAL PUBLIC OFFERING OF UP TO [●] EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH ("EQUITY SHARES") OF SEVEN ISLANDS SHIPPING LIMITED (THE "COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF ₹ [●] PER EQUITY SHARE) ("ISSUE PRICE") AGGREGATING UP TO ₹ 6,000 MILLION (THE "OFFER") CONSISTING OF A FRESH ISSUE OF UP TO [●] EQUITY SHARES AGGREGATING UP TO ₹ 4,000 MILLION (THE "FRESH ISSUE") AND AN OFFER FOR SALE OF UP TO [-] EQUITY SHARES AGGREGATING UP TO ₹ 2,000 MILLION COMPRISING OF UP TO [●] EQUITY SHARES BY FII MAURITIUS INVESTMENTS LTD ("FIHM") AGGREGATING UP TO ₹ 1,000 MILLION, UP TO [●] EQUITY SHARES BY THOMAS WILFRED PINTO AGGREGATING UP TO ₹ 856.42 MILLION AND UP TO [-] EQUITY SHARES BY LEENA METYLYDA PINTO AGGREGATING UP TO ₹ 143.58 MILLION (THE "SELLING SHAREHOLDERS") (THE "OFFER FOR SALE"). THE OFFER WOULD CONSTITUTE [●]% OF OUR POST-OFFER PAID-UP EQUITY SHARE CAPITAL.

THE OFFER INCLUDES A RESERVATION OF UP TO [●] EQUITY SHARES AGGREGATING UP TO ₹ [●] MILLION FOR SUBSCRIPTION BY ELIGIBLE EMPLOYEES (AS DEFINED HEREINAFTER) (WHICH SHALL NOT EXCEED 5% OF THE POST-ISSUE EQUITY SHARE CAPITAL OF OUR COMPANY) ("EMPLOYEE RESERVATION PORTION"). THE OFFER LESS THE EMPLOYEE RESERVATION PORTION IS HEREINAFTER REFERRED TO AS THE "NET OFFER". THE OFFER AND THE NET OFFER WILL CONSTITUTE [●] % AND [●] % OF THE POST-ISSUE PAID UP EQUITY SHARE CAPITAL OF OUR COMPANY, RESPECTIVELY.

THE PRICE BAND, THE RUPEE AMOUNT OF DISCOUNT, IF ANY, TO THE ELIGIBLE EMPLOYEES BIDDING IN THE EMPLOYEE RESERVATION PORTION ("EMPLOYEE DISCOUNT") AND MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY AND THE SELLING SHAREHOLDERS IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGERS ("BRLMs") AND WILL BE ADVERTISED IN ALL EDITIONS OF THE ENGLISH NATIONAL DAILY NEWSPAPER [●], ALL EDITIONS OF THE HINDI NATIONAL DAILY NEWSPAPER [●] AND [●] EDITION OF THE MARATHI NEWSPAPER [●] (MARATHI BEING THE REGIONAL LANGUAGE OF MAHARASHTRA, WHERE OUR REGISTERED AND CORPORATE OFFICE IS LOCATED), EACH WITH WIDE CIRCULATION, AT LEAST TWO WORKING DAYS PRIOR TO THE BID/OFFER OPENING DATE AND SHALL BE MADE AVAILABLE TO THE BSE LIMITED ("BSE") AND THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE"), AND TOGETHER WITH BSE, THE "STOCK EXCHANGES") FOR THE PURPOSE OF UPLOADING ON THEIR RESPECTIVE WEBSITES IN ACCORDANCE WITH SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED (THE "SEBI ICDR REGULATIONS").

*Our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may offer a discount of up to ₹ [●] per Equity share to Eligible Employees bidding in the Employee Reservation Portion

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

This is an Offer in terms of Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended ("SCRR"), read with Regulation 31 of SEBI ICDR Regulations. The Offer is being made through the Book Building Process in terms of Regulation 6(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Net Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers ("QIBs") (the "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, out of which one-third shall be reserved for domestic Mutual Funds only, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations. In the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the Net QIB Portion. Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. 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 Net QIB Portion for proportionate allocation to QIBs. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% of the Net Offer shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price. All potential Bidders (except Anchor Investors) are mandatorily required to utilise the Application Supported by Blocked Amount ("ASBA") process providing details of their respective ASBA accounts and UPI ID in case of RIBs using the UPI Mechanism, as applicable, pursuant to which their corresponding Bid Amount will be blocked by the Self Certified Syndicate Banks ("SCSBs") or by the Sponsor Bank under the UPI Mechanism, as the case may be, to the extent of respective Bid Amounts. Anchor Investors are not permitted to participate in the Offer through the ASBA Process. For further details, see "Offer Procedure" on page 324 of this Draft Red Herring Prospectus.

RISKS IN RELATION TO THE FIRST OFFER

This being the first public issue of Equity Shares of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 each. The Floor Price, Cap Price and Offer Price (determined by our Company and the Selling Shareholders in consultation with the BRLMs and on the basis of the assessment of market demand for the Equity Shares by way of the Book Building Process, as stated under "Basis for Offer Price" beginning 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 or sustained trading in the Equity Shares of our Company, 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 entire investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Offer. For taking an investment decision, investors must rely on their own examination of our Company and the Offer, including the risks involved. The Equity Shares in the Offer have not been recommended or approved by the Securities and Exchange Board of India ("SEBI"), nor does SEBI guarantee the accuracy or adequacy of the contents of this Draft Red Herring Prospectus. Specific attention of the investors is invited to "Risk Factors" on page 26.

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, each Selling Shareholder, severally and not jointly, accepts responsibility for and confirms that the statements made or confirmed by such Selling Shareholder in this Draft Red Herring Prospectus to the extent that the statements and information specifically pertain to such Selling Shareholders and their respective portion of the Equity Shares offered under the Offer for Sale and assumes responsibility that such statements are true and correct in all material respects 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 an 'in-principle' approval from the BSE and the NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively. For the purposes of the Offer, the Designated Stock Exchange shall be [●]. A signed copy of the Red Herring Prospectus and the Prospectus shall be filed with the RoC in accordance with Section 26(4) and 32 of the Companies Act, 2013. For details of the material contracts and documents available for inspection from the date of the Red Herring Prospectus until the Bid/ Offer Closing Date, see "Material Contracts and Documents for Inspection" beginning on page 438.

BOOK RUNNING LEAD MANAGERS

REGISTRAR TO THE OFFER



JM Financial Limited
7th Floor, Cnergy
Appasaheb Marathe Marg,
Prabhadevi
Mumbai 400 025,
Maharashtra, India
Telephone: +91 22 6630 3030
E-mail: sisl.ipo@jmf.com
Investor Grievance E-mail: grievance.ibd@jmf.com
Website: www.jmf.com
Contact Person: Prachee Dhuri
SEBI Registration No.: INM000010361

IIFL Securities Limited**
10th Floor, IIFL Centre
Kamala City, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 4646 4600
E-mail: sisl.ipo@iiflcap.com
Investor Grievance E-mail: ig.ib@iiflcap.com
Website: www.iiflcap.com
Contact Person: Ujjaval Kumar / Keyur Ladhawala
SEBI Registration No.: INM000010940

Link Intime India Private Limited
C-101, 247 Park
LBS Marg, Surya Nagar, Gandhi Nagar,
Vikhroli (West),
Mumbai 400 083
Tel: (91 22) 4918 6200
Fax: (91 22) 4918 6195
E-mail: sevenislands.ipo@linkintime.co.in
Investor grievance e-mail: sevenislands.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact person: Shanti Gopalkrishnan
SEBI registration number: INR000004058

BID/OFFER PROGRAMME

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

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

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

*** IIFL Securities Limited is involved as a merchant banker only in marketing of the Offer

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SECTION I – GENERAL

DEFINITIONS AND ABBREVIATIONS

This Draft Red Herring Prospectus uses certain definitions and abbreviations which, unless the context otherwise implies or requires, or unless otherwise specified, shall have the meaning as assigned below. References to statutes, rules, regulations, guidelines and policies will, unless the context otherwise requires, be deemed to include all amendments, modifications and replacements notified thereto, as of the date of this Draft Red Herring Prospectus, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

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

Notwithstanding the foregoing, terms in “Industry Overview”, Key Regulations and Policies”, “Statement of Tax Benefits”, “Restated Financial Statements”, “Basis for the Offer Price”, “Outstanding Litigation and Other Material Developments” and “Main Provisions of Articles of Association”, beginning on pages 98, 158, 92, 206, 89, 292 and 345 will have the meaning ascribed to such terms in those respective sections.

Company and Selling Shareholders related terms

Term	Description
“our Company”, “the Company” or “the Issuer”	Seven Islands Shipping Limited, a company incorporated under the Companies Act, 1956 and having its Registered and Corporate Office at Suite 3A, 3B & 4, Level 8, B Wing, Times Square, Andheri-Kurla Road, Andheri (East), Mumbai 400059
“we”, “us”, or “our”	Unless the context otherwise indicates or implies, refers to our Company
“Articles” or “Articles of Association” or “AoA”	The articles of association of our Company, as amended
“Audit Committee”	The audit committee of our Board constituted in accordance with the Companies Act, 2013 and the Listing Regulations and as described in “ <i>Our Management</i> ” on page 175
“Auditor” or “Statutory Auditor”	The statutory auditor of our Company, being S R B C & CO LLP., Chartered Accountants
“Board” or “Board of Directors”	The board of directors of our Company
“Chairman and Managing Director”	The chairman and Managing Director of our Company, being Thomas Wilfred Pinto
“Chief Executive Officer”	The chief executive officer of our Company, being Clayton Lawrence Pinto
“Chief Financial Officer”	The chief financial officer of our Company, being Warren George Pinto
“Company Secretary and Compliance Officer”	Company secretary and compliance officer of our Company, being Jay Bhavesh Parekh
“Corporate Social Responsibility Committee”	The corporate social responsibility committee of our Board constituted in accordance with the Companies Act, 2013 as described in “ <i>Our Management</i> ” on page 175.
“CRISIL”	CRISIL Limited
“CRISIL Report”	Report titled “ <i>Analysis of Indian and global liquid seaborne logistics</i> ” dated January, 2021 prepared by CRISIL
“CSR Policy”	Seven Islands Shipping Limited Corporate Social Responsibility Policy
“Corporate Promoter” or “FIHM”	FIH Mauritius Investments Ltd.
“Director(s)”	Director(s) on the Board of our Company, as appointed from time to time
“Equity Shares”	Equity shares of our Company of face value of ₹ 10 each
“Executive Director”	An executive Director
“Group Company”	Our group company as disclosed in section “ <i>Group Company</i> ” of page 202.
“Independent Director”	A non-executive, independent Director appointed as per the Companies Act, 2013 and the Listing Regulations. For details of our Independent Directors, see “ <i>Our Management</i> ” on page 175.
“Individual Promoters”	Collectively, Thomas Wilfred Pinto and Leena Metylda Pinto
“KMP” or “Key Management Personnel”	Key management personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations, which includes key managerial personnel in terms of the Companies Act, 2013, as disclosed in “ <i>Our Management</i> ” on page 175. of this Draft Red Herring Prospectus
“LAPPL”	Lavails Agriculture and Properties Private Limited

Term	Description
“LEND Scheme”	Loan to Employees and Directors Scheme of our Company
“Managing Director”	The managing director of our Company, being Thomas Wilfred Pinto
“Memorandum” or “Memorandum of Association” or “MoA”	The memorandum of association of our Company, as amended
“Nomination and Remuneration Committee”	The nomination and remuneration committee of our Board constituted in accordance with the Companies Act, 2013 and the Listing Regulations and as described in “ <i>Our Management</i> ” on page 175.
“Non-Executive Director”	A Director, not being an Executive Director
“Promoter(s)”	Promoter(s) of our Company namely, Thomas Wilfred Pinto and Leena Metylda Pinto and FIHM. For details, see “ <i>Our Promoters and Promoter Group</i> ” on page 197.
“Promoter Group”	Such individuals and entities which constitute the promoter group of our Company pursuant to Regulation 2(1)(pp) of the SEBI ICDR Regulations. For details, please see “ <i>Our Promoters and Promoter Group</i> ” on page 197 of this Draft Red Herring Prospectus
“Registered and Corporate Office”	The registered office of our Company situated at Suite 3A, 3B & 4, Level 8, B Wing, Times Square, Andheri-Kurla Road, Andheri (East), Mumbai 400 059
“Registrar of Companies” or “RoC”	Registrar of Companies, Maharashtra at Mumbai
“Restated Financial Statements”	Restated financial statements of our Company as at and for the nine months ended December 31, 2020 and as at and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018 which comprise the restated summary statement of assets and liabilities as at December 31, 2020 and March 31, 2020, March 31, 2019 and March 31, 2018, the restated summary statements of profit and loss and the restated summary statement of cash flows for the nine months ended December 31, 2020 and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018, together with the summary statement of significant accounting policies, and other explanatory information thereon derived from audited financial statements as at and for the nine months ended December 31, 2020 prepared in accordance with Ind AS 34 and audited financial statements as at and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018 prepared in accordance with Ind AS and restated in accordance with the SEBI ICDR Regulations and the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the ICAI, as amended from time to time
“SA”	Subscription agreement dated March 29, 2019 between our Company, the Individual Promoters and FIHM
“Selling Shareholders”	Collectively, Thomas Wilfred Pinto, Leena Metylda Pinto and FIHM
“SHA”	Shareholders agreement dated March 29, 2019 between our Company, Individual Promoters and FIHM
“Shareholder(s)”	The equity shareholders of our Company whose names are entered into (i) the register of members of our Company; or (ii) the records of a depository as a beneficial owner of Equity Shares
“SILPL”	Seven Islands Logistics Private Limited
“SIS-ESOP 2015”	Seven Islands Shipping Limited Employee Stock Option Plan 2015, as amended
“Stakeholders Relationship Committee”	The stakeholders’ relationship committee of our Board, as described in “ <i>Our Management</i> ” on page 175 of this Draft Red Herring Prospectus

Offer Related Terms

Term	Description
“Acknowledgement Slip”	The slip or document issued by relevant Designated Intermediary(ies) to a Bidder as proof of registration of the Bid cum Application Form
“Allotment”, “Allot” or “Allotted”	Unless the context otherwise requires, allotment of the Equity Shares pursuant to the Fresh Issue and transfer of the Equity Shares offered by the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders
“Allotment Advice”	A note or advice or intimation of Allotment, sent to each successful Bidder who has been or is to 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
“Anchor Investor”	A Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹100 million
“Anchor Investor Allocation Price”	The price at which Equity Shares will be allocated to Anchor Investors during the Anchor Investor Bid/Offer Period 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 Application”	Form used by an Anchor Investor to Bid in the Anchor Investor Portion and which will be

Term	Description
Form”	considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus
“Anchor Investor Bidding Date”	The day, being one Working Day prior to the Bid/Offer Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which the BRLMs will not accept any Bids from Anchor Investor, and allocation to Anchor Investors shall be completed
“Anchor Investor Offer Price”	The final price at which the Equity Shares will be issued and Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs
“Anchor Investor Pay - in Date”	With respect to Anchor Investor(s), the Anchor Investor Bidding Date, and, in the event the Anchor Investor Allocation Price is lower than the Offer Price a date being, not later than two Working Days after the Bid/Offer Closing Date
“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 the SEBI ICDR Regulations, out of which one third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations
“Applications Supported by Blocked Amount” or “ASBA”	An application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorising an SCSB to block the Bid Amount in ASBA Account and will include applications made by RIBs using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIBs using the UPI Mechanism
“ASBA Account”	A bank account maintained with an SCSB by an ASBA Bidder which may be blocked by such SCSB or the account of the RIBs blocked upon acceptance of UPI Mandate Request by the RIBs using the UPI Mechanism, to the extent of the Bid Amount of the ASBA Bidder
“ASBA Bidder”	All Bidders except Anchor Investors
“ASBA Form”	An application form, whether physical or electronic, used by ASBA Bidders which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus
“Banker(s) to the Offer”	Collectively, the Escrow Collection Bank(s), Refund Bank(s), Public Offer Account Bank(s) and the Sponsor Bank.
“Basis of Allotment”	The basis on which the Equity Shares will be Allotted to successful Bidders under the Offer, as described in “Offer Procedure” on page 324.
“Bid”	An indication to make an offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bidding Date by an Anchor Investor, pursuant to the submission of a Bid cum Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations The term “Bidding” shall be construed accordingly
“Bidder”	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form, and unless otherwise stated or implied, includes an Anchor Investor
“Bid Amount”	The highest value of optional Bids indicated in the Bid cum Application Form and, in the case of RIBs Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such RIBs and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid However, Eligible Employees applying in the Employee Reservation Portion can apply at the Cut-off Price and the Bid amount shall be Cap Price net of Employee Discount, if any, multiplied by the number of Equity Shares Bid for by such Eligible Employee and mentioned in the Bid cum Application Form
“Bidding Centres”	Centres at which the Designated Intermediaries shall accept the ASBA Forms, i.e., Designated Branches for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs
“Bid cum Application Form”	Anchor Investor Application Form or the ASBA Form, as the context requires
“Bid Lot”	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
“Bid/Offer Closing Date”	Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, being [●], which shall be published in all editions of the English daily national newspaper [●], all editions of the Hindi national daily newspaper [●] and Mumbai edition of the Marathi newspaper [●] (Marathi being the regional

Term	Description
	language of Maharashtra, where our Registered Office is located), each with wide circulation Our Company and the Selling Shareholders, in consultation with the BRLMs, 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. In case of any revision, the extended Bid/Offer Closing Date shall also be notified on the websites of the BRLMs and at the terminals of the Syndicate Members and communicated to the Designated Intermediaries and the Sponsor Bank, which shall also be notified in an advertisement in the same newspapers in which the Bid/Offer Opening Date was published, as required under the SEBI ICDR Regulations
“Bid/Offer Opening Date”	Except in relation to Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids for the Offer, which shall also be notified in all editions of English national daily newspaper [●], all editions of Hindi national daily newspaper [●] and Mumbai editions of Marathi newspaper [●] (Marathi being the regional language of Maharashtra, where our Registered Office is located) which are widely circulated English, Hindi and Marathi newspapers, respectively
“Bid/Offer Period”	Except in relation to Anchor Investors, the period between the Bid/Offer Opening Date and the Bid/Offer Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereto in accordance with the SEBI ICDR Regulations. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. Our Company and the Selling Shareholders may, in consultation with the BRLMs, consider closing the Bid/Offer Period for the QIB Category one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations. The Bid/Offer Period will comprise of Working Days only
“Book Building Process”	The book building process as described in Part A, Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made
“Book Running Lead Managers” or “BRLMs”	The book running lead managers to the Offer, namely JM Financial Limited and IIFL Securities Limited* <i>*IIFL Securities Limited is involved as a merchant banker only in marketing of the Offer</i>
“Broker Centre”	Broker centres notified by the Stock Exchanges where ASBA Bidders can submit the ASBA Forms to a Registered Broker and details of which are available on the websites of the respective Stock Exchanges. The details of such Broker Centres, along with the names and the contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
“CAN” or “Confirmation of Allocation Note”	The note or advice or intimation of allocation of the Equity Shares sent to Anchor Investors who have been allocated Equity Shares on / after the Anchor Investor Bidding Date
“Cap Price”	The higher end of the Price Band, i.e. ₹ [●] per Equity Share, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted
“Cash Escrow and Sponsor Bank Agreement”	Agreement dated [●] entered into between our Company, the Selling Shareholders, the Registrar to the Offer, the BRLMs, the Syndicate Member, the Banker(s) to the Offer, <i>inter alia</i> , the appointment of the Sponsor Bank in accordance with the UPI Circular, for the collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof
“Circular on Streamlining of Public Issues”/ “UPI Circular”	Circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018, circular (SEBI/HO/CFD/DIL2/CIR/P/2019/50) dated April 3, 2019, circular (SEBI/HO/CFD/DIL2/CIR/P/2019/76) dated June 28, 2019, circular (SEBI/HO/CFD/DIL2/CIR/P/2019/85) dated July 26, 2019, circular no. (SEBI/HO/CFD/DCR2/CIR/P/2019/133) dated November 8, 2019, circular no. (SEBI/HO/CFD/DIL2/CIR/P/2020/50) dated March 30, 2020 and any subsequent circulars or notifications issued by SEBI in this regard
“Client ID”	Client identification number maintained with one of the Depositories in relation to the demat account
“Collecting Depository Participant” or “CDP”	A depository participant as defined under the Depositories Act, 1996 registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI, as per the list available on the websites of BSE and NSE, as updated from time to time
“Cut-off Price”	The Offer Price, as finalised by our Company and the Selling Shareholders, in consultation with the BRLMs which shall be any price within the Price Band. Only Retail Individual Bidders and Eligible Employees Bidding in the Employee Reservation are entitled to Bid at the

Term	Description
	Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price
“Demographic Details”	Details of the Bidders including the Bidder’s address, name of the Bidder’s father/ husband, investor status, occupation and bank account details and UPI ID, where applicable
“Designated SCSB Branches”	Such branches of the SCSBs which shall collect ASBA Forms, a list of which is available on the website of the SEBI at (https://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
“Designated CDP Locations”	Such locations of the CDPs where Bidders can submit the ASBA Forms, a list of which, along with names and contact details of the Collecting Depository Participants eligible to accept ASBA Forms are available on the websites of the respective Stock Exchanges (www.bseindia.com and www.nseindia.com)
“Designated Date”	The date on which funds are transferred from the Escrow Account to the Public Offer Account or the Refund Account, as appropriate, or the funds blocked by the SCSBs are transferred from the ASBA Accounts to the Public Offer Account, as the case may be, in terms of the Red Herring Prospectus and the Prospectus, after the finalisation of the Basis of Allotment in consultation with the Designated Stock Exchange, following which the Board of Directors may Allot Equity Shares to successful Bidders in the Offer
“Designated Intermediaries”	In relation to ASBA Forms submitted by RIBs (not using the UPI mechanism) by authorising an SCSB to block the Bid Amount in the ASBA Account, Designated Intermediaries shall mean SCSBs. In relation to ASBA Forms submitted by RIBs where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by such RIB using the UPI Mechanism, Designated Intermediaries shall mean Syndicate, sub-syndicate/agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders, Designated Intermediaries shall mean Syndicate, Sub-Syndicate/ agents, SCSBs, Registered Brokers, the CDPs and RTAs
“Designated RTA Locations”	Such locations of the RTAs where Bidders can submit the ASBA Forms to RTAs, a list of which, along with names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com)
“Designated Stock Exchange”	[●]
“Draft Red Herring Prospectus” or “DRHP”	This draft red herring prospectus dated February 14, 2021, issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the Offer, including the price at which the Equity Shares will be Allotted and the size of the Offer, and includes any addenda or corrigenda thereto
“Eligible Employees”	Permanent employees, working in India or outside India, of our Company or a Director of our Company, whether whole-time or not, as on the date of the filing of the Red Herring Prospectus with the RoC and who continue to be a permanent employee of our Company or be our Director(s), as the case may be until the submission of the Bid cum Application Form, but not including (i) Promoters; (ii) persons belonging to our Promoter Group; or (iii) Directors who either themselves or through their relatives or through any body corporate, directly or indirectly, hold more than 10% of the outstanding Equity Shares of our Company The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹ 500,000. However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹ 200,000. Only in the event of an under-subscription in the Employee Reservation Portion post initial Allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹ 200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹ 500,000
“Eligible FPIs”	FPIs from such jurisdictions outside India where it is not unlawful to make an offer/ invitation under the Offer and in relation to whom the Bid cum Application Form and the Red Herring Prospectus constitutes an invitation to purchase the Equity Shares offered thereby
“Eligible NRIs”	NRIs from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom ASBA Form and the Red Herring Prospectus constitutes an invitation to subscribe to or purchase the Equity Shares offered thereby
“Employee Discount”	Our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may offer a discount of up to ₹ [●] per Equity Share to Eligible Employees and

Term	Description
	which shall be announced at least two Working Days prior to the Bid/Issue Opening Date
“Employee Reservation Portion”	The portion of the Issue being up to [●] Equity Shares aggregating up to ₹ [●], available for allocation to Eligible Employees, on a proportionate basis. Such portion shall not exceed 5 % of the post-Issue Equity Share capital of our Company
“Escrow Account(s)”	Accounts opened with the Escrow Collection Bank(s) and in whose favour Anchor Investors will transfer money through direct credit/ NEFT/ RTGS/NACH in respect of Bid Amounts when submitting a Bid
“Escrow Collection Bank(s)”	The banks which are clearing members and registered with SEBI as Bankers to an issue under the BTI Regulations, and with whom the Escrow Account(s) will be opened, in this case being [●]
“ESOP”	Employees Stock Option Plan
“First Bidder”	The Bidder whose name shall be mentioned in the Bid cum Application Form or the Revision Form and in case of joint Bids, whose name shall also appear as the first holder of the beneficiary account held in joint names
“Floor Price”	The lower end of the Price Band, i.e. ₹ [●] subject to any revision(s) thereto, at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids, will be accepted
“Fresh Issue”	The fresh issue component of the Offer comprising of an issuance of up to [●] Equity Shares at ₹[●] per Equity Share (including a premium of ₹[●] per Equity Share) aggregating up to ₹ 4,000.00 million by our Company
“General Information Document” or “GID”	The General Information Document for investing in public offers, prepared and issued by SEBI, in accordance with the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars, as amended from time to time . The General Information Document shall be available on the websites of the Stock Exchanges and the BRLMs
“Gross Proceeds”	The Offer Proceeds, less the amount to be raised with respect to the Offer for Sale
“Monitoring Agency”	[●]
“Monitoring Agency Agreement”	Agreement to be entered into between our Company and the Monitoring Agency
“Mutual Fund”	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
“Mutual Fund Portion”	Up to 5% of the Net QIB Portion, or [●] Equity Shares, which shall be available for allocation to Mutual Funds only, on a proportionate basis, subject to valid Bids being received at or above the Offer Price
“Net Offer”	The Offer less the Employee Reservation Portion
“Net Proceeds”	The Gross Proceeds less our Company’s share of the Offer-related expenses applicable to the Fresh Issue. For further details about use of the Net Proceeds and the Offer related expenses, please see “ <i>Objects of the Offer</i> ” on page 82 of this Draft Red Herring Prospectus
“Net QIB Portion”	QIB Portion, less the number of Equity Shares Allotted to the Anchor Investors
“Non-Institutional Investors” or “NII(s)” or “Non-Institutional Bidders” or “NIB(s)”	All Bidders, that are not QIBs or Retail Individual Bidders 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 Net Offer being not less than 15% of the Net Offer, consisting of [●] Equity Shares, which shall be available for allocation to Non-Institutional Investors on a proportionate basis, subject to valid Bids being received at or above the Offer Price
“Non-Resident” or “NR”	A person resident outside India, as defined under FEMA and includes NRIs, FPIs and FVCIs
“Offer”	Initial public offering of up to [●] Equity Shares for cash at a price of ₹ [●] per Equity Share (including a share premium of ₹ [●] per Equity Share) aggregating up to ₹ 6,000 million consisting of a Fresh Issue of [●] Equity Shares aggregating up to ₹ 4,000 million by our Company and an Offer for Sale of up to [●] Equity Shares aggregating up to ₹ 2,000 million by the Selling Shareholders. The Issue comprises the Net Offer and Employee Reservation Portion
“Offer Agreement”	The agreement dated February 14, 2021 amongst our Company, the Selling Shareholders and the BRLMs, pursuant to the SEBI ICDR Regulations, based on which certain arrangements are agreed to in relation to the Offer
“Offer for Sale”	The offer for sale of up to [●] Equity Shares aggregating up to ₹ 2,000 million, comprising of up to [●] Equity Shares by FIHM aggregating up to ₹ 1,000 million, up to [●] Equity Shares by Thomas Wilfred Pinto aggregating up to ₹ 856.42 million and up to [●] Equity Shares by Leena Metlyda Pinto aggregating up to ₹ 143.58 million
“Offer Price”	The final price at which the Equity Shares will be Allotted to successful Bidders other than Anchor Investors. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor

Term	Description
	<p>Offer Price in terms of the Red Herring Prospectus. The Offer Price will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the Book Building Process on the Pricing Date and in terms of the Red Herring Prospectus</p> <p>A discount of up to ₹ [●] per Equity Share may be offered to Eligible Employees bidding in the Employee Reservation Portion. The Employee Discount, if any, will be decided by our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers</p>
“Offer Proceeds”	The proceeds of the Fresh Issue which shall be available to our Company and the proceeds of the Offer for Sale which shall be available to the Selling Shareholders. For further information about use of the Offer Proceeds, see “ <i>Objects of the Offer</i> ” beginning on page 82.
“Offered Shares”	The Equity Shares being offered by the Selling Shareholders as part of the Offer for Sale comprising of an aggregate of upto [●] Equity Shares comprising of up to [●] Equity Shares by FIHM, upto [●] Equity Shares by Thomas Wilfred Pinto and [●] Equity Shares by Leena Metlyda Pinto
“Price Band”	<p>Price band of a minimum price of ₹ [●] per Equity Share (Floor Price) and the maximum Price of ₹ [●] per Equity Share (Cap Price) and includes revisions thereof</p> <p>The Price Band, the Employee Discount and the minimum Bid Lot for the Offer will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, and will be advertised in all editions of an English national daily newspaper [●], all editions of a Hindi national daily newspaper [●] and Mumbai editions of a Marathi newspaper [●] (each of which are widely circulated English, Hindi and Marathi newspapers, respectively, Marathi being the regional language of Maharashtra, where our Registered Office is located), at least two Working Days prior to the Bid/Offer Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price and shall be made available to the Stock Exchange for the purpose of uploading on their respective websites</p>
“Pricing Date”	The date on which our Company and the Selling Shareholders, in consultation with the BRLMs, will finalise the Offer Price
“Prospectus”	The prospectus to be filed with the RoC, in accordance with the Companies Act, 2013 and the SEBI ICDR Regulations containing, amongst other things, the Offer Price that is determined at the end of the Book Building Process, the size of the Offer and certain other information, including any addenda or corrigenda thereto
“Public Offer Account Bank(s)”	The banks which are clearing members and registered with SEBI under the BTI Regulations, with whom the Public Offer Account(s) will be opened, in this case being [●]
“Public Offer Account(s)”	Bank account to be opened in accordance with the provisions of the Companies Act, 2013, with the Public Offer Account Bank(s) to receive money from the Escrow Accounts and from the ASBA Accounts on the Designated Date
“QIB Portion”	The portion of the Net Offer (including the Anchor Investor Portion) being not more than 50% of the Net Offer, consisting of [●] Equity Shares which shall be allocated to QIBs, including the Anchor Investors (which allocation shall be on a discretionary basis, as determined by our Company and the Selling Shareholders, in consultation with the BRLMs up to a limit of 60% of the QIB Portion) subject to valid Bids being received at or above the Offer Price or Anchor Investor Offer Price
“Qualified Institutional Buyers” or “QIBs”	A qualified institutional buyer, as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations
“Red Herring Prospectus” or “RHP”	The red herring prospectus to be issued in accordance with section 32 of the Companies Act, 2013 and the provisions of SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto. The red herring prospectus will be filed with the RoC at least 3 working days before the Bid/ Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date
“Refund Account(s)”	The account opened with the Refund Bank(s), from which refunds to unsuccessful Anchor Investors, if any, of the whole or part of the Bid Amount shall be made
“Refund Bank(s)”	The Banker(s) to the Offer with whom the Refund Account(s) will be opened, in this case being [●]
“Registered Broker”	Stock brokers registered with the stock exchanges having nationwide terminals other than the members of the Syndicate, and eligible to procure Bids in terms of the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI
“Registrar Agreement”	The agreement dated February 6, 2021 entered into amongst 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

Term	Description
“Registrar and Share Transfer Agents” or “RTAs”	Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the lists available in the website of BSE and NSE, and the UPI Circulars
“Registrar” or “Registrar to the Offer”	Link Intime India Private Limited
“Resident Indian”	A person resident in India, as defined under FEMA
“Retail Individual Bidders” or “RIB(s)” or “Retail Individual Investors” or “RII(s)”	Individual Bidders (including HUFs applying through their karta and Eligible NRIs and does not include NRIs other than Eligible NRIs) who have Bid for the Equity Shares for an amount not more than ₹200,000 in any of the bidding options in the Offer
“Retail Portion”	The portion of the Net Offer being not less than 35% of the Net Offer consisting of [●] Equity Shares which shall be available for allocation to Retail Individual Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price
“Revision Form”	Form used by the Bidders to modify the quantity of the Equity Shares or the Bid Amount in any of their ASBA Form(s) or any previous Revision Form(s), as applicable QIB Bidders and Non-Institutional Bidders are not allowed to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Bidders Bidding in the Retail Portion and Eligible Employees Bidding in the Employee Reservation Portion can revise their Bids during the Bid/Offer Period and withdraw their Bids until Bid/Offer Closing Date
“Self Certified Syndicate Bank(s)” or “SCSB(s)”	The banks registered with SEBI, offering services:(a) in relation to ASBA (other than using the UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 and https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35 , as applicable or such other website as may be prescribed by SEBI from time to time; and (b) in relation to ASBA (using the UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 , or such other website as may be prescribed by SEBI from time to time
“Specified Locations”	Bidding centers where the Syndicate shall accept the ASBA Forms for Bidders
“Share Escrow Agent”	Escrow agent to be appointed pursuant to the Share Escrow Agreement, namely [●]
“Share Escrow Agreement”	The agreement to be entered into amongst our Company, the Selling Shareholders, and the Share Escrow Agent for deposit of the Equity Shares offered by the Selling Shareholders in escrow.
“Sponsor Bank”	The Banker to the Offer registered with SEBI which is appointed by the Company to act as a conduit between the Stock Exchanges and the National Payments Corporation of India in order to push the mandate collect requests and / or payment instructions of the RIBs into the UPI Mechanism and carry out any other responsibilities in terms of the UPI Circulars, the Sponsor Bank in this case being [●]
“Stock Exchange(s)”	Collectively, BSE Limited and National Stock Exchange of India Limited
“Syndicate Agreement”	Agreement to be entered into among the Company, the Selling Shareholders, the BRLMs, the Registrar to the Offer and the Syndicate Members in relation to collection of Bid cum Application Forms by Syndicate.
“Syndicate Members”	Intermediaries (other than BRLMs) registered with SEBI who are permitted to accept bids, application and place orders with respect to the Offer and carry out activities as an underwriter namely, [●]
“Syndicate” or “members of the Syndicate”	Together, the BRLMs and the Syndicate Members
“Systemically Important Non-Banking Financial Company” or “NBFC-SI”	Systemically important non-banking financial company as defined under Regulation 2(1)(iii) of the SEBI ICDR Regulations.
“Underwriters”	[●]
“Underwriting Agreement”	The agreement to be entered into amongst the Underwriters, the Selling Shareholders and our Company on or after the Pricing Date, but prior to filing of the Prospectus
“UPI”	Unified Payments Interface, which is an instant payment mechanism developed by NPCI
“UPI ID”	ID created on UPI for single-window mobile payment system developed by the NPCI
“UPI Mandate Request”	A request (intimating the RIB by way of a notification on the UPI application and by way of a SMS directing the RIB to such UPI application) to the RIB initiated by the Sponsor Bank to authorise blocking of funds in the relevant ASBA Account through the UPI application equivalent to Bid Amount and subsequent debit of funds in case of Allotment In accordance with the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28,

Term	Description
	2019 and SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, RIBs Bidding using the UPI Mechanism may apply through the SCSBs and mobile applications whose names appears on the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int_mId=40) and (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43) respectively, as updated from time to time
“UPI Mechanism”	The mechanism that may be used by an RIB to make a Bid in the Offer in accordance with the UPI Circulars
“UPI PIN”	Password to authenticate UPI transaction
“Wilful Defaulter”	A wilful defaulter, as defined under the SEBI ICDR Regulations
“Working Day”	All days, on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, Working Day shall mean all days except Saturday, Sunday and public holidays on which commercial banks in Mumbai are open for business and (c) the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the circular issued by SEBI.

Technical/Industry Related Terms/Abbreviations

Term	Description
ABS	American Bureau of Shipping
Anti-Fouling Convention	International Convention on the Control of Harmful Anti-fouling Systems on Ships, 2001
Average Capital Employed	Average capital employed is calculated as the Average of Equity Share Capital plus Other Equity and Average of Total Borrowings at the beginning and end of each year
Average Debtor Cycle	Calculation of average debtors cycle = $365 * (\text{Average trade receivables} / \text{Revenue from operations})$, where average trade receivable in defined as the average of current and previous year’s trade receivables as per the balance sheet
BPCL	Bharat Petroleum Corporation Limited
CAGR	Compounded Annual Growth Rate (as a %): $(\text{End Year Value} / \text{Base Year Value})^{(1/\text{No. of years between Base year and End year})} - 1$ [^ denotes ‘raised to’]
Capital Employed	Capital employed is calculated as total assets less current liabilities, plus borrowings under current liabilities, current maturities of long-term borrowings and lease liabilities under current liabilities
Cargo Rules	Merchant Shipping (Carriage of Cargo) Rules, 1995
Compensation Fund Rules	Merchant Shipping (International Fund for Compensation for Oil Pollution Damage) Rules, 2008
Dangerous Goods Code	International Maritime Dangerous Goods Code, 2016
Debt to Equity Ratio	Debt to equity is calculated as Total Borrowings divided by Total Equity (also referred to as Total Net Worth)
DGS	Directorate General of Shipping, Ministry of Shipping
EBITDA	EBITDA is calculated as total comprehensive income for the year less other comprehensive income plus total tax expenses, exceptional items, finance costs and depreciation and amortization expenses, less interest income
EBITDA Margin	EBITDA Margin is the percentage of EBITDA divided by total income less interest income
Energy Efficiency Convention	International Convention for the Prevention of Pollution from Ships, 1973 as modified by the Protocol of 1978
Environment Act	Environment (Protection) Act, 1986
GP	General Purpose
Hazardous Wastes Rules	Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, as amended
Health Regulations	International Health Regulations, 2005
HPCL	Hindustan Petroleum Corporation Limited
ILO	International Labour Organisation
IMO	International Maritime Organisation
IOCL	Indian Oil Corporation Limited
ISM	International Safety Management
ISM Code	International Management Code for the Safe Operation of Ships and for Pollution Prevention, 1993
ISPS Code	International Code for the Security of Ships and Port Facilities, 2002
IRS	Indian Register of Shipping

Term	Description
IRS Rules	Rules and regulations of Indian Register of Shipping
Labour Convention	Maritime Labour Convention, 2006
Load Lines Convention	International Convention on Load Lines, 1966, as modified by the Protocol of 1988
LR	Long Range
Maritime Claims Act	Admiralty (Jurisdiction and Settlement of Maritime Claims) Act, 2017
MCLR	Marginal cost of funds based lending rate
Merchant Shipping Act	Merchant Shipping Act, 1958
MI Act	Marine Insurance Act, 1963
MMD	Mercantile Marine Department, Registrar of Indian Ships
MMT	Million Metric Tonne
MR	Medium Range
M.T.	Motor Tanker
MT	Metric tonne
Multimodal Act	Multimodal Transportation of Goods Act, 1993
MV	Motor Vessel
Nairobi Convention	Nairobi International Convention on the Removal of Wrecks, 2007
Non-GAAP Measures	Non-GAAP Measures comprises EBIT, EBITDA, EBITDA Margin, Average Capital Employed, Return on Average Capital Employed, Net Worth, Average Net Worth, Return on Average Net Worth, Average Equity, Return on Average Equity, Debt to Equity, PAT Margin, CAGR of Revenue from contracts with customers, total income, EBITDA, Net Debt/ EBITDA, Net Asset Value per share and others. For a reconciliation of these Non-GAAP Measures, see “ <i>Management’s Discussion and Analysis of Financial Condition and Results Of Operations –Non-GAAP Measures</i> ” on page 267.
PAT Margin	Profit (loss) for the year/ period from operations margin. Calculated as profit for the year/ period from operations divided by total income, represented as a percentage
Pollution Prevention Convention	International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978
PSU	Public sector undertaking
ROCE	Return on Average Capital Employed. Calculated as EBIT divided by Average Capital Employed
ROE	Return on Average Equity. Calculated as profit for the year/ period divided by average equity.
Safety Convention	International Convention for the Safety of Life at Sea, 1974, as modified by the Protocol of 1988
Seamen’s PF Act	Seamen’s Provident Fund Act, 1966
Shipping Bill	Merchant Shipping Bill, 2016
SMS	Safety Management System
Tonnage Convention	International Convention on Tonnage Measurement of Ships, 1969
Tonnage Tax Scheme	Special presumptive tax regime which provides for tonnage taxation under Sections 115V to 115VZC of the Income Tax Act
Total Borrowings	Calculated as the sum of total long term borrowings, current maturities of long term borrowings and short term borrowings
ULCC	Ultra Large Crude Carriers
VLCC	Very Large Crude Carriers
Worldscale	A system of determining payment for vessel voyage charters

Conventional and General Terms or Abbreviations

Term	Description
“AGM”	Annual general meeting
“AIFs”	Alternative investment funds as defined in and registered under the AIF Regulations
“AIF Regulations”	Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012
“AMC”	Asset management company
“AMFI”	Association of Mutual Funds in India
“AML”	Anti-money laundering
“AS”	Accounting standards issued by the Institute of Chartered Accountants of India, as notified from time to time
“AUM” or “Assets under management”	With respect to a mutual fund, the total market value of all the financial assets which such mutual fund manages on behalf of its customers
“BSE”	BSE Limited
“BTI Regulations”	Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994
“CAGR”	Compounded Annual Growth Rate
“Calendar Year” or	Unless the context otherwise requires, shall refer to the twelve month period ending December 31

Term	Description
“year”	
“Category I AIF”	AIFs who are registered as “Category I Alternative Investment Funds” under the SEBI AIF Regulations
“Category II AIF”	AIFs who are registered as “Category II Alternative Investment Funds” under the SEBI AIF Regulations
“Category II FPIs”	FPIs who are registered as “Category II Foreign Portfolio Investors” under the SEBI FPI Regulations
“Category III AIF”	AIFs who are registered as “Category III Alternative Investment Funds” under the SEBI AIF Regulations
“CCI”	Competition Commission of India
“CDSL”	Central Depository Services (India) Limited
“CFO”	Chief Financial Officer
“Companies Act, 1956”	<i>Erstwhile</i> Companies Act, 1956 along with the relevant rules made thereunder
“Companies Act” / “Companies Act, 2013”	Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications issued thereunder, as amended to the extent currently in force
“Cr.P.C.”	Code of Criminal Procedure, 1973
“CSR”	Corporate social responsibility
“Depositories Act”	Depositories Act, 1996
“Depository” or “Depositories”	NSDL and CDSL
“DIN”	Director Identification Number
“DP” or “Depository Participant”	A depository participant as defined under the Depositories Act
“DP ID”	Depository Participant’s Identification Number
“EBITDA”	Earnings before interest, tax, depreciation and amortisation
“EGM”	Extraordinary general meeting
“EPS”	Earnings per share
“FDI”	Foreign direct investment
“FEMA”	Foreign Exchange Management Act, 1999, including the rules and regulations thereunder
“FEMA Rules”	Foreign Exchange Management (Non-debt Instruments) Rules, 2019.
“FEMA Regulations”	Foreign Exchange Management (Transfer of Issue of Security by a Person Resident outside India) Regulations, 2017
“Financial Year”, “Fiscal”, “FY” or “F.Y.”	Period of twelve months commencing on April 1 of the immediately preceding calendar year and ending on March 31 of that particular year, unless stated otherwise
“FIIs”	Foreign institutional investors
“FII Regulations”	<i>Erstwhile</i> Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995
“FIR”	First information report
“FPI(s)”	Foreign Portfolio Investor, as defined under the FPI Regulations
“FPI Regulations”	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
“FIPB”	The erstwhile Foreign Investment Promotion Board
“FVCI”	Foreign venture capital investors, as defined and registered with SEBI under the FVCI Regulations
“Fugitive Economic Offender”	A fugitive economic offender as defined under the Fugitive Economic Offenders Act, 2018
“FVCI Regulations”	Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000
“GDP”	Gross domestic product
“GIR Number”	General index registration number
“GoI” or “Government” or “Central Government”	Government of India
“GST”	Goods and services tax
“HUF”	Hindu undivided family
“IAS Rules”	Companies (Indian Accounting Standards) Rules, 2015, as amended
“ICAI”	The Institute of Chartered Accountants of India
“ICDS”	Income Computation and Disclosure Standards
“IFRS”	International Financial Reporting Standards of the International Accounting Standards Board
“India”	Republic of India
“Ind AS”	Indian Accounting Standards notified under Section 133 of the Companies Act, 2013 read with IAS Rules
“Ind AS 24”	Indian Accounting Standard 24, notified by the Ministry of Corporate Affairs under Section 133 of the Companies Act, 2013 read with IAS Rules
“Indian GAAP”	Accounting standards notified under section 133 of the Companies Act, 2013, read with Companies (Accounting Standards) Rules, 2006, as amended) and the Companies (Accounts) Rules, 2014, as amended

Term	Description
“Insider Trading Regulations”	Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015
“IPC”	The Indian Penal Code, 1860
“IPR”	Intellectual property rights
“IPO”	Initial public offer
“IST”	Indian standard time
“IT Act”	The Income Tax Act, 1961
“IT”	Information technology
“Listing Agreement”	The equity listing agreement to be entered into by our Company with each of the Stock Exchanges
“Listing Regulations”	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
“MCA”	Ministry of Corporate Affairs, Government of India
“MICR”	Magnetic ink character recognition
“Mn” or “mn”	Million
“MPID”	Maharashtra Protection of Interest of Depositors (in Financial Establishments) Act, 1999
“Mutual Funds”	A mutual fund registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
“N.A.”	Not applicable
“NAV”	Net asset value
“NBFC”	Non-Banking Financial Company
“NECS”	National electronic clearing service
“NEFT”	National electronic fund transfer
“N.I. Act”	The Negotiable Instruments Act, 1881
“NOC”	No objection certificate
“NPCI”	National Payments Corporation of India
“NRE Account”	Non-resident external account established in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016
“NRI” or “Non-Resident Indian”	Non-Resident Indian as defined under the FEMA Regulations
“NRO Account”	Non-resident ordinary account established in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016
“NSDL”	National Securities Depository Limited
“NSE”	National Stock Exchange of India Limited
“NSEL”	National Spot Exchange Limited
“OCB” or “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 the beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date was eligible to undertake transactions pursuant to the general permission granted to OCBs under the FEMA. OCBs are not allowed to invest in the Offer
“P/E Ratio”	Price/earnings ratio
“PAN”	Permanent account number allotted under the I.T. Act
“RBI”	Reserve Bank of India
“Regulation S”	Regulation S under the U.S. Securities Act
“RONW”	Return on net worth
“Rs.” or “Rupees” or “₹” or “INR”	Indian Rupees
“RTGS”	Real time gross settlement
“Rule 144A”	Rule 144 A under the U.S. Securities Act
“SCRA”	Securities Contracts (Regulation) Act, 1956
“SCRR”	Securities Contracts (Regulation) Rules, 1957
“SEBI”	Securities and Exchange Board of India constituted under the SEBI Act
“SEBI Act”	Securities and Exchange Board of India Act, 1992
“SEBI Regulations”	ICDR Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
“SEBI Regulations”	SBEB Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014
“SICA”	The erstwhile Sick Industrial Companies (Special Provisions) Act, 1985
“STT”	Securities Transaction Tax
“State Government”	Government of a State of India
“Takeover Regulations”	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011

Term	Description
“U.S.A”/ “U.S.”/ “United States”	The United States of America and its territories and possessions, including any state of the United States of America, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands and the District of Columbia
“U.S. GAAP”	Generally Accepted Accounting Principles in the United States of America
“U.S. Securities Act”	United States Securities Act of 1933, as amended
“VAT”	Value added tax
“VCFs”	Venture capital funds as defined in and registered with the SEBI under the Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996 or the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as the case may be

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

Certain Conventions

All references to “India” in this Draft Red Herring Prospectus are to the Republic of India and its territories and possession and all references herein to the “Government”, “Indian Government”, “GoI”, “Central Government” or the “State Government” are to the Government of India, central or state, as applicable.

All references to the “U.S.”, “USA” or “United States” are to the United States of America.

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

Financial Data

Unless stated otherwise or the context requires otherwise, the financial information in this Draft Red Herring Prospectus is derived from our Restated Financial Statements.

The Restated Financial Statements for the nine months ended December 31, 2020 is not indicative of full year results, and accordingly, such information is not comparable to the Restated Financial Statements for the Financial Year ended March 31, 2020. Further, our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein.

For further information on our Company’s financial information, see “*Restated Financial Statements*” beginning on page 206.

Our Company’s financial year commences on April 1 and ends on March 31 of the next year; accordingly, all references to a particular financial year, unless stated otherwise, are to the 12 month period ended on March 31 of that year. Reference in this Draft Red Herring Prospectus to the terms Fiscal or Fiscal Year or Financial Year is to the 12 months ended on March 31 of such year, unless otherwise specified.

There are significant differences between Ind AS, Indian GAAP, US GAAP and IFRS. Our Company does not provide reconciliation of its financial information to IFRS or US GAAP. Our Company has not attempted to explain those differences or quantify their impact on the financial data included in this Draft Red Herring Prospectus and it is urged that you consult your own advisors regarding such differences and their impact on our Company’s financial data. For details in connection with risks involving differences between Ind AS, U.S. GAAP and IFRS see “*Risk Factors – Significant differences exist between Ind AS and other accounting principles, such as Indian GAAP, U.S. GAAP and IFRS, which investors may be more familiar with and may consider material to their assessment of our financial condition. Accordingly, financial information required to be disclosed by our direct and indirect shareholders under IFRS or other accounting standards applicable under their respective regulatory regimes will not be comparable to the financial information relating to the Company disclosed herein*” on page 47. The degree to which the financial information included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader’s level of familiarity with Indian accounting policies and practices, the Companies Act, 2013 and the SEBI ICDR Regulations. Any reliance by persons not familiar with Indian accounting policies and practices on the financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited. Further, any figures sourced from third-party industry sources may be rounded off to other than two decimal points to conform to their respective sources.

Unless the context otherwise requires or indicates, any percentage amounts, as set forth in “*Risk Factors*”, “*Our Business*”, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 26, 139 and 250, respectively, and elsewhere in this Draft Red Herring Prospectus have been derived from the Restated Financial Statements.

In this Draft Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. Except as otherwise stated, all figures in decimals have been rounded off to the second decimal and all the percentage figures have been rounded off to two decimal places.

Certain non-GAAP measures and certain other statistical information relating to our operations and financial performance have been included in this Draft Red Herring Prospectus. We compute and disclose such non-GAAP measures and such other statistical information relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance. These non-GAAP measures and other statistical and other information relating to our operations and financial performance may not be computed on the basis of any methodology that is applicable across the industry and therefore may not be comparable to financial measures and statistical information of similar nomenclature that may be computed and presented by other companies and are not measures of operating performance or liquidity defined by Ind AS and may not be comparable to similarly titled measures presented by other companies.

Currency and Units of Presentation

All references to:

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

Except otherwise specified, our Company has presented certain numerical information in this Draft Red Herring Prospectus in “million”, “billion” and “trillion” units. One million represents 1,000,000, one billion represents 1,000,000,000 and one trillion represents 1,000,000,000,000.

Figures sourced from third-party industry sources may be expressed in denominations other than millions or may be rounded off to other than two decimal points in the respective sources, and such figures have been expressed in this Draft Red Herring Prospectus in such denominations or rounded-off to such number of decimal points as provided in such respective sources.

Time

All references to time in this Draft Red Herring Prospectus are to Indian Standard Time.

Exchange Rates

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

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

Currency	As on December 31, 2020 ⁽¹⁾ (₹)	As on March 31, 2020 ⁽¹⁾ (₹)	As on March 31, 2019 ⁽¹⁾ (₹)	As on March 31, 2018 ⁽¹⁾ (₹)
1 USD	63.93	65.36	64.84	66.33

(Source: RBI reference rate)

⁽¹⁾ In the event that March 31 of any of the respective years or December 31, 2020 is a public holiday, the previous calendar day not being a public holiday has been considered.

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Red Herring Prospectus has been obtained or derived from the report titled “*Analysis of Indian and global liquid seaborne logistics*” dated January, 2021 prepared by CRISIL (the “**CRISIL Report**”) and publicly available information as well as other industry publications and sources. The CRISIL Report has been prepared at the request of our Company. For details in relation to risks involving the CRISIL Report, see “*Risk Factors - Industry information included in this Draft Red Herring Prospectus has been derived from an industry report commissioned by us for such purpose. There can be no assurance that such third-party statistical, financial and other industry information is either complete or accurate.*” on page 45.

Industry publications generally state that the information contained in such publications has been obtained from publicly available documents from various sources believed to be reliable but their accuracy, adequacy and completeness or underlying assumptions are not guaranteed and their reliability cannot be assured. Accordingly, no investment decisions should be made based on such information. Although we believe the industry and market data used in this Draft Red Herring Prospectus is reliable, such data has not been independently verified by our Directors, our Promoters, the Selling Shareholders or the BRLMs or any of their respective affiliates or advisors and none of these parties, jointly or severally, 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. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates and assumptions that may prove to be incorrect.

Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those discussed in “*Risk Factors*” on page 26. Accordingly, investment decisions should not be based solely on such information.

The extent to which the market and industry data used in this Draft Red Herring Prospectus is meaningful depends on the reader’s familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which the business of our Company is conducted, and methodologies and assumptions may vary

widely among different industry sources.

In accordance with the SEBI ICDR Regulations, the section titled “*Basis for the 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, our Directors, our Promoters, the Selling Shareholders nor the BRLMs or any of their affiliates have independently verified such information.

Disclaimer of CRISIL

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

“CRISIL Research, a division of CRISIL Limited (CRISIL) has taken due care and caution in preparing this Report based on the information obtained by CRISIL from sources which it considers reliable (Data). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data / Report and is not responsible for any errors or omissions or for the results obtained from the use of Data / Report. This Report is not a recommendation to invest / disinvest in any company covered in the Report. CRISIL especially states that it has no financial liability whatsoever to the subscribers/ users/ transmitters/ distributors of this Report. CRISIL Research operates independently of, and does not have access to information obtained by CRISIL’s Ratings Division / CRISIL Risk and Infrastructure Solutions Limited (CRIS), which may, in their regular operations, obtain information of a confidential nature. The views expressed in this Report are that of CRISIL Research and not of CRISIL’s Ratings Division / CRIS. No part of this Report may be published / reproduced in any form without CRISIL’s prior written approval.”

Notice to Prospective Investors in the United States

The Equity Shares have not been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Prospectus or approved or disapproved the Equity Shares. Any representation to the contrary is a criminal offence in the United States. In making an investment decision, investors must rely on their own examination of our Company and the terms of the Offer, including the merits and risks involved. The Equity Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold (a) in the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act and referred to in this Prospectus as “U.S. QIBs”) in transactions exempt from the registration requirements of the U.S. Securities Act and (b) outside the United States in compliance with Regulation S and the applicable laws of the jurisdiction where those offers and sales are made. For the avoidance of doubt, the term “U.S. QIBs” does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Prospectus as “QIBs”.

Notice to Prospective Investors in the European Economic Area and the United Kingdom

This Prospectus has been prepared on the basis that all offers of Equity shares in Member States of the European Economic Area (“**EEA**”) (each a “**Member State**”) or the United Kingdom (“**UK**”) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus for offers of Equity Shares. The expression “Prospectus Regulation” means Regulation (EU) 2017/1129 of the European Parliament and Council EC (and amendments thereto). Accordingly, any person making or intending to make an offer within the EEA or the UK of Equity Shares which are the subject of the placement contemplated in this Prospectus should only do so in circumstances in which no obligation arises for our Company, any of the Selling Shareholders or any of the members of the BRLMs to produce a prospectus for such offer. None of our Company, the Selling Shareholders and the BRLMs have authorised, nor do they authorise, the making of any offer of Equity Shares through any financial intermediary, other than the offers made by the Members of the Syndicate which constitute the final placement of Equity Shares contemplated in this Prospectus.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (“**MiFID II**”); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the “**MiFID II Product Governance Requirements**”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Equity Shares have been subject to a product approval process, which has determined that such Equity Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and

(ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the “**Target Market Assessment**”). Notwithstanding the Target Market Assessment, “distributors” (for the purposes of the MiFID II Product Governance Requirements) (“**Distributors**”) should note that: the price of the Equity Shares may decline and investors could lose all or part of their investment; the Equity Shares offer no guaranteed income and no capital protection; and an investment in the Equity Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Offer. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Equity Shares. Each Distributor is responsible for undertaking its own target market assessment in respect of the Equity Shares and determining appropriate distribution channels.

FORWARD LOOKING STATEMENTS

This Draft Red Herring Prospectus contains certain statements which are not statements of historical facts and may be described as “forward-looking statements”. These forward-looking statements generally can be identified by words or phrases such as “aim”, “anticipate”, “are likely”, “believe”, “continue”, “can”, “could”, “expect”, “estimate”, “intend”, “may”, “likely” “objective”, “plan”, “project”, “propose”, “seek to”, “will”, “will continue”, “will likely”, “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. All statements regarding our expected financial conditions, results of operations, business plans and prospects are forward-looking statements. However, these are not the exclusive means of identifying forward looking statements.

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.

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

1. The COVID-19 pandemic could affect our financial performance in future periods and it may otherwise have material adverse effects on our future business, results of operations, financial condition and/or our cash flows;
2. Certain legal proceedings have been initiated against our Company, one of our Individual Promoters, and our Directors and any adverse developments related to these proceedings could materially and adversely affect our business, reputation and results of operations;
3. The liquid seaborne logistics industry is volatile and sensitive to changes in general economic conditions. The worldwide economic downturn could have a material adverse effect on our revenue, profitability, cash flows and financial position;
4. We derive a significant portion of our revenue from operations with our top three PSU customers and relationship with PSU customers exposes us to risks inherent in doing business with PSU entities;
5. Our results of operations may be adversely affected by our inability to negotiate profitable contracts in relation to deployment and operation of our vessels including when we cannot decrease our costs of operations. This will prevent us from utilising our fleet at optimum levels, which could adversely affect our profitability;
6. Revenue from a vessel is directly proportional to the size of the vessel. Under-utilisation of our largest vessels could affect our cash flows, revenues and results of operations;
7. If we are unable to collect our dues and receivables from our customers, our results of operations and cash flows could be materially and adversely affected;
8. Fluctuations in global seaborne transportation and global demand for seaborne transportation may cause freight rates to shift unpredictably, which could have a negative impact on our cash flow and revenue;
9. Improper storage, processing and handling of oil products may cause damage to our vessel which may have an adverse effect on our business, results of operations and cash flows; and
10. We intend to expand our operations to include gas seaborne logistics. If we are unable to operate our gas seaborne logistics business profitably, results of operations, financial condition and our cash flow may be adversely affected.

For further discussion of factors that could cause the actual results to differ from our estimates and expectations, see “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Position and Results of Operations*” on pages 26, 139 and 250, 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 gains or losses could materially differ from those that have been estimated.

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 of the date of this Draft Red Herring Prospectus and are not a guarantee of future performance. These statements are based on the management's beliefs, assumptions, current plans, estimates and expectations, which in turn are based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate, and the forward-looking statements based on these assumptions could be incorrect.

Neither our Company, our Directors, our Promoters, the Selling Shareholders, the BRLMs, the Syndicate Member nor any of their respective affiliates or advisors have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition. In accordance with the SEBI requirements, our Company and the Selling Shareholders will ensure that investors in India are informed of material developments pertaining to our Company and the Equity Share forming part of the Offer from the date of this Draft Red Herring Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges. The Selling Shareholders severally and not jointly shall ensure (through our Company and the BRLMs) that the investors are informed of material developments in relation to statements specifically confirmed or undertaken by the respective Selling Shareholders in this Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus until the time of the grant of listing and trading permission by the Stock Exchanges. Only statements and undertakings which are specifically confirmed or undertaken by each Selling Shareholder, as the case may be, in this Draft Red Herring Prospectus shall be deemed to be statements and undertakings made by such Selling Shareholder.

SECTION II - SUMMARY OF THE OFFER DOCUMENT

This section is a general summary of certain disclosures included in this Draft Red Herring Prospectus and is not exhaustive, nor does it purport to contain a summary of all the disclosures in this Draft Red Herring Prospectus or all details relevant to prospective investors. This summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Draft Red Herring Prospectus, including the sections titled “Risk Factors”, “The Offer”, “Capital Structure”, “Industry Overview”, “Our Business”, “Objects of the Offer”, “Our Promoters and Promoter Group”, “Restated Financial Statements”, “Outstanding Litigation and Material Developments”, “Offer Structure”, “Management’s Discussions and Analysis of Financial Position and Results of Operations” beginning on pages 26, 54, 70, 98, 139, 82, 197, 206, 292, 320 and 250 respectively of this Draft Red Herring Prospectus.

Primary business of our Company

As of December 2020, we were the third largest seaborne logistics company in India by deadweight tonnage. In 2020, our Company held a significant market share in Indian time charters of crude oil imports (*Source: CRISIL Report*). We are among the few Indian shipping companies that have delivered positive net profits in each of the past three Fiscals and our Return on Average Equity and Return on Average Capital Employed is among the highest in the seaborne logistics industry in India (*Source: CRISIL Report*). All our 20 vessels are registered and flagged in India and operate as Indian owned and Indian flagged vessels.

Summary of the Industry in which our Company operates

We are present in the liquid products trade where liquid products like white oils, black oils, lube oil and liquid chemicals are transported in product vessels classified as Small vessels, Medium Range or MR vessels and Long Range or LR vessels. We are also engaged in the crude oil logistics business where crude oil is transported in vessels classified as Aframax, Suezmax and Very Large Crude Carriers or VLCCs.

Names of the Promoters

Our Promoters are Thomas Wilfred Pinto, Leena Metylda Pinto and FIHM. For details, see “Our Promoters and Promoter Group” on page 197 of this Draft Red Herring Prospectus.

Offer Size

Offer of Equity Shares ⁽¹⁾	Up to [●] Equity Shares for a cash price of ₹ [●] per Equity Share (including a premium of [●] per Equity Share), aggregating up to ₹6,000.00 million
<i>of which</i>	
Fresh Issue ⁽¹⁾	Up to [●] Equity Shares, aggregating up to ₹ 4,000.00 million
Offer for Sale ⁽²⁾	Up to [●] Equity Shares, aggregating up to ₹ 2,000.00 million by the Selling Shareholders
<i>which includes:</i>	
Employee Reservation Portion ⁽³⁾⁽⁴⁾	Up to [●] Equity Shares, aggregating up to ₹ [●] million
Net Offer	Up to [●] Equity Shares, aggregating up to ₹ [●] million

(1) The Offer has been authorized by a resolution of our Board dated February 6, 2021 and the Fresh Issue has been authorized by a special resolution of our Shareholders dated February 9, 2021

(2) The Equity Shares being offered by the Selling Shareholders are eligible for being offered for sale as part of the Offer in terms of the SEBI ICDR Regulations. The Offer for Sale has been authorized by the Selling Shareholders as follows: (a) Equity Shares aggregating up to ₹ 1,000.00 million offered by FIHM pursuant to a resolution passed by the board of directors of FIHM at the meeting held on February 8, 2021 read with consent letter dated February 12, 2021; (b) Equity Shares aggregating up to ₹ 856.42million offered by Thomas Wilfred Pinto pursuant to a consent letter dated February 6, 2021; and (c) Equity Shares aggregating up to ₹ 143.58 million offered by Leena Metylda Pinto pursuant to a consent letter dated February 6, 2021

(3) Unless the Employee Reservation Portion is under subscribed, the value of allocation to an Eligible Employee Bidding in the Employee Reservation Portion shall not exceed ₹ 200,000. In the event of under subscription in the Employee Reservation Portion (if any), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000, subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000. The unsubscribed portion, if any, in the Employee Reservation Portion (after such allocation upto ₹ 500,000), shall be added to the Net Offer

(4) Our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may offer an Employee Discount of ₹ [●] per Equity Share, which shall be announced at least two Working Days prior to the Bid/Offer Opening Date.

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

The above table summarises the details of the Offer. For further details of the offer, please see “The Offer” and “Offer Structure” on pages 54 and 320, respectively, of this Draft Red Herring Prospectus, respectively.

Objects of the Offer

Our Company proposes to utilise the Net Proceeds towards funding the following objects:

(In ₹ million)

Particulars	Amount
Acquisition of Vessels**	3,524.37
General corporate purposes*	●
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

**Management estimates based on the quotation dated January 27, 2021 issued by a broker, Antares Shipbrokers DMCC. The quotation has been provided in US Dollars which is the usual currency for such transactions. The amount has been converted into Indian Rupees at the exchange rate of 72.8176 INR = 1 USD prevailing on January 27, 2021, for the purposes of this Draft Red Herring Prospectus. There may be a fluctuation in the exchange rate between the Indian Rupee and the US Dollar and accordingly, such transactions may affect the final funding requirements and deployment of Net Proceeds

For further details, see “Objects of the Offer” beginning on page 82.

Aggregate pre-Offer Shareholding of Promoter, Selling Shareholders and Promoter Group

The aggregate pre-Offer shareholding of our Promoters, Selling Shareholders and Promoter Group as a percentage of the pre-Offer paid-up Equity Share capital of the Company is set out below:

S No.	Name of shareholder	Pre-Offer	
		Number of Equity Shares	Percentage of total pre-Offer paid up Equity Share capital (%)
Promoters and Selling Shareholders			
1.	Thomas Wilfred Pinto	24,996,200	43.68%
2.	Leena Metylda Pinto	4,190,500	7.32%
3.	FIHM	27,777,650	48.54%
	Total	56,964,350	99.54%

None of the members of our Promoter Group (other than the Promoters) hold any Equity Shares as on the date of this Draft Red Herring Prospectus.

Select Financial Information

(In ₹ million except per share data)

Particulars	Nine months period ended December 31, 2020*	Fiscal 2020*	Fiscal 2019*	Fiscal 2018*
Authorized equity share capital	600.00	600.00	600.00	600.00
Equity share capital	572.28	572.28	572.28	476.90
Total Net Worth	9,198.91	8,009.71	7,206.74	4,845.01
Total Income	7,425.64	7,279.61	4,703.22	4,151.63
Profit (Loss) for the period from operations	1,194.67	802.96	388.16	880.01
Earnings per share				
- Basic	20.88	14.03	8.13	18.50
- Diluted	20.88	14.03	8.13	18.50
Net asset value per equity share	160.74	139.96	150.87	101.86
Total Borrowing	8,128.11	7,291.81	4,665.99	4,121.68

* Amounts derived from Restated Financial Statements

For further details please see “Financial Information” on page 206.

Qualifications of the Auditors

There were no auditor qualifications which require corrective adjustments and which have not been given effect to in the Restated Financial Statements.

Summary of Outstanding Litigation and Material Developments

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

Type of Proceedings	Number of cases	Amount* (₹ in million)
Cases against our Company		
Criminal proceedings	-	-
Actions taken by statutory or regulatory authorities	-	-
Claims related to direct and indirect taxes	5	154.68
Other pending material litigation proceedings	1	1,363.81
Total	6	1,518.49
Cases by our Company⁽¹⁾⁽²⁾		
Criminal proceedings	-	-
Other pending material proceedings	3	584.1
Total	3	584.1
Cases against our Promoters		
Individual Promoters		
Criminal proceedings	-	-
Actions taken by Stock Exchange, statutory or regulatory authorities	-	-
Disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years.	-	-
Claims related to direct and indirect taxes	1	0.89
Other pending material litigation	-	-
Total	1	0.89
Corporate Promoters		
Criminal proceedings	-	-
Actions taken by statutory or regulatory authorities	-	-
Disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years.	-	-
Claims related to direct and indirect taxes	-	-
Other pending material litigation	-	-
Total	-	-
Cases by our Promoters		
Individual Promoters		
Criminal proceedings	-	-
Other pending material litigation	-	-
Total	-	-
Corporate Promoter		
Criminal proceedings	-	-
Other pending material litigation	-	-
Total	-	-
Cases against the Directors		
Criminal proceedings	1	-
Actions taken by statutory or regulatory authorities	-	-
Direct and indirect taxes	1	0.89
Other pending material litigation	1	347.53
Total	3	348.42
Cases by the Directors		
Criminal proceedings	-	-
Other pending material litigation	-	-
Total	-	-
Cases against the Group Companies		
Pending litigation which has a material impact on our Company	-	-
Total	-	-
Cases by the Group Companies		
Pending litigation which has a material impact on our Company	-	-

Type of Proceedings	Number of cases	Amount* (₹ in million)
Total	-	-

*To the extent quantifiable

(1) Conversion from USD for the settlement amount pursuant to settlement agreement in a case

(2) Out of total amount given above, ₹ 495.79 million is the amount involved in suit filed by company to limit liability for the purported claims

For further details of the outstanding litigation proceedings, see “*Outstanding Litigation and Material Developments*” beginning on page 292.

Risk Factors

Investors should see “*Risk Factors*” on page 26 to have an informed view before making an investment decision.

Summary of Contingent Liabilities of our Company

Details of the contingent liabilities (as per Ind AS 37) of our Company as on December 31, 2020 in the Restated Financial Statements are set forth below:

Particulars	Amount (in ₹ million)
Claims against the Company not acknowledged as debts inclusive of the penalty and interest	153.60
Guarantees	4.80

For further details of the contingent liabilities (as per Ind AS 37) of our Company as on December 31, 2020, see “*Restated Financial Statements*” on page 206.

Summary of Related Party Transactions

(₹ in million)

Nature of transaction	Name of the Party	Nine month period ended December 31, 2020	Fiscal 2020	Fiscal 2019	Fiscal 2018
Office rent paid	M/s Seven Islands Logistics Private Limited	27.90	26.15	16.80	16.80
Reimbursement of expenses	M/s Seven Islands Logistics Private Limited	0.81	0.72	0.61	-
Interest paid on loan	M/s Seven Islands Logistics Private Limited	-	8.00	-	-
Loan received	M/s Seven Islands Logistics Private Limited	-	430.00	106.00	-
Loan repaid	M/s Seven Islands Logistics Private Limited	-	430.00	106.00	-
Medical expenses incurred	Dr. Pinto’s Pathological Laboratory	-	0.25	0.00	0.16
Consultancy charges	Parsatwar & Co.	40.00	38.60	22.70	9.75
Donation u/s 135	Seven Islands Shipping Foundation	4.30	5.13	3.30	3.70
Reimbursement of expenses	Mr. Clayton Pinto	0.93	2.42	-	0.02
Consultancy Charges	Mr. Clayton Pinto	-	-	0.90	0.30
Reimbursement of expenses	Capt. Thomas W. Pinto	0.79	2.32	0.39	0.28
Loan received	Capt. Thomas W. Pinto	-	761.80	50.00	20.00
Loan repaid	Capt. Thomas W. Pinto	-	761.80	50.00	20.00
Allotment of ESOP	Mr. Sujit Parsatwar	-	-	-	1.44
Loan received	Ms. Leena Pinto	-	21.00	-	-
Loan repaid	Ms. Leena Pinto	-	21.00	-	-
Salary	Mr. Sunny Pinto	-	-	-	1.40

(₹ in million)

Nature of transaction	Name of the Party	Nine month period ended December 31, 2020	Fiscal 2020	Fiscal 2019	Fiscal 2018
			-	-	
Reimbursement of expenses	Mr. Sunny Pinto	-	-	-	-
Advance Given	Mr. Sunny Pinto	-	-	-	0.60
Loan Repayment	Mr. Ashok Raja	-	-	2.00	-
Allotment of ESOP	Mr. Ashok Raja	-	-	0.20	-
Director Sitting fees	Mr. M.D.Mallya	-	-	0.02	0.21
Director Sitting fees	Mr. Madhukar Kamath	0.10	0.16	0.18	0.15
Director Sitting fees	Mr. Ravi Lekharajani	-	-	0.24	0.53
Director Sitting fees	Mr. Kin Rodrigues	-	-	0.03	0.16
Director Sitting fees	Mr. Uday Gore	0.11	0.20	0.20	0.16
Director Sitting fees	Mr. John Prasad Menezes	0.12	0.10	0.11	-
Director Sitting fees	Mr. Darshan Upadhyay	0.11	0.10	-	-
Allotment of ESOP	Ms. Priyanka Sarda	-	-	-	0.01

For details of the related party transactions, as per the requirements under Ind AS 24 ‘Related Party Disclosures’, see “*Related Party Transactions*” beginning on page 248.

Financing Arrangements

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

Weighted average price at which the equity shares of our Company were acquired by our Promoters in the one year preceding the date of this Draft Red Herring Prospectus

Our Promoters have not acquired any Equity Shares in the last one year preceding the date of this Draft Red Herring Prospectus*.

* As certified by Shah Shroff & Associates, Chartered Accountants, by way of their certificate dated February 14, 2021

Details of pre-Offer Placement

Our Company does not contemplate any issuance or placement of Equity Shares from the date of this Draft Red Herring Prospectus till the listing of the Equity Shares.

Average Cost of Acquisition

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

Name of the Promoter / Selling Shareholder	Number of Equity Shares	Average cost of acquisition per Equity Share (in ₹)*
Thomas Wilfred Pinto	24,996,200	Nil
Leena Metylda Pinto	4,190,500	Nil
FIHM	27,777,650	210.14

* As certified by Shah Shroff & Associates, Chartered Accountants, by way of their certificate dated February 14, 2021

For further details of the average cost of acquisition our Promoters, see “*Capital Structure – Build-up of our Promoters’ shareholding in our Company*” at page 75.

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

Except as disclosed in the section, “*Capital Structure*” on page 70, our Company has not issued any Equity Shares for consideration other than cash in the one year preceding the date of this Draft Red Herring Prospectus.

Split / Consolidation of Equity Shares in the last one year

There has been no split or consolidation of the Equity Shares of our Company in the last one year.

SECTION III - RISK FACTORS

An investment in equity shares involves a high degree of risk. Prospective investors should carefully consider all the information in this Draft Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in the Equity Shares. The risks and uncertainties described below are not the only ones relevant to us, our Equity Shares, or to the industry in which we currently operate or to India. Additional risks and uncertainties, not currently known to us or that we currently do not deem material may also adversely affect our business, results of operations, cash flows and financial condition. If any of the following risks, or other risks that are not currently known or are not currently deemed material, actually occur, our business, results of operations, cash flows and financial condition could be adversely affected, the price of our Equity Shares could decline, and investors may lose all or part of their investment. To the extent the COVID-19 pandemic adversely affects our business, cash flows and financial results, it may also have the effect of heightening many of the other risks described in this section. In order to obtain a complete understanding of our Company and our business, prospective investors should read this section in conjunction with “Our Business”, “Industry Overview”, “Management’s Discussion and Analysis of Financial Position and Results of Operations” and “Restated Financial Statements” on pages 139, 98, 250 and 206, respectively, as well as the other financial and statistical and other information contained in this Draft Red Herring Prospectus. In making an investment decision, prospective investors must rely on their own examination of our Company and our business and the terms of the Offer including the merits and risks involved.

Prospective investors should consult their tax, financial and legal advisors about the particular consequences of investing in the Offer. Unless specified or quantified in the relevant risk factors below, we are unable to quantify the financial or other impact of any of the risks described in this section. Prospective investors should pay particular attention to the fact that our Company is incorporated under the laws of India and is subject to a legal and regulatory environment, which may differ in certain respects from that of other countries.

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

Unless otherwise indicated or the context otherwise requires, the financial information included herein is based on or derived from our Restated Financial Statements included in this Draft Red Herring Prospectus. Our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein. Figures as at and for the nine months ended December 31, 2020 are not indicative of our annual results as they are for nine-month periods and, as such, are not directly comparable with figures as at and for years ended March 31, 2020, March 31, 2019 and March 31, 2018. For further information, see “Restated Financial Statements” on page 206. Unless the context otherwise requires, in this section, references to “we”, “us”, “our”, “our Company”, or “the Company” refers to Seven Islands Shipping Limited.

Unless otherwise indicated, industry and market data used in this section has been derived from the report titled “Analysis of Indian and global liquid seaborne logistics” dated January 2021 (the “CRISIL Report”) prepared and issued by CRISIL Limited commissioned by us. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CRISIL Report and included herein with respect to any particular year refers to such information for the relevant calendar year.

INTERNAL RISK FACTORS

- 1. The COVID-19 pandemic has affected and may continue to materially affect our financial performance in future periods and it may otherwise have material adverse effects on our business, results of operations, financial condition, and/ or our cash flows.***

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic. In an attempt to contain the spread and impact of COVID-19, authorities throughout the world implemented measures such as travel bans and restrictions, quarantines, stay-at-home and shelter-in place orders, promotion of social distancing, and limitations on business activity. This pandemic has resulted in a significant economic downturn in India and globally, and has also led to significant disruptions and volatility in capital and financial markets, liquidity, economic conditions and trade and could continue to do so or could worsen for an unknown period of time, that could in turn have a material adverse impact on our business, cash flows, results of operations and financial condition, including liquidity and growth.

On March 14, 2020, the Government of India declared COVID-19 as a “notified disaster” and initially announced a 21-day lockdown on March 24, 2020, which was subject to successive extensions. Productivity at many terminals was affected owing to limited availability of manpower and social distancing norms prescribed during the lockdown imposed. While the lockdowns and restrictions have subsequently been lifted, we are required to spend additional amounts to ensure compliance with procedures mandated by central and state governments.

We have incurred, and may continue to incur, certain increased expenses arising from the COVID-19 pandemic, including to implement additional safety measures, such as, regular temperature checks, regular sanitization, and compulsory use of masks and hand sanitization. We have considered the impact of known events arising from the COVID-19 pandemic including on the carrying amounts of property, plant and equipment, intangible assets, inventories, and trade receivables, and based on current estimates, we do not expect any significant impact on such carrying values. However, we will continue to closely monitor the impact that COVID-19 may have on our business, financial condition, liquidity and results of operations. The future impact of the COVID-19 pandemic on our business will depend on a range of factors, which we are not able to accurately predict, including the duration and scope of the pandemic, the geographies impacted, trade tensions, global supply chain disruptions, and the nature and severity of measures adopted both in India and internationally. In addition, we cannot predict the impact that the COVID-19 pandemic will have on our customers, and each of their financial conditions; however, any material effect on these parties could adversely impact us. Adverse consequences of, and conditions resulting from, the COVID-19 pandemic may remain prevalent for a significant period of time and may continue to adversely affect our business, results of operations and financial condition even after the COVID-19 outbreak has subsided.

Further, we generate almost all of our revenue in India. The effects of COVID-19 in India may be of a greater magnitude, scope and duration than those experienced to date in other countries. However, considering the significant uncertainty relating to the severity of the near- and long-term adverse impact of the COVID-19 pandemic on the global economy, global financial markets and the Indian economy, we are unable to accurately predict the duration or scope of the COVID-19 pandemic or the near-term or long-term impact of the COVID-19 pandemic on our business.

Further, as COVID-19 pandemic adversely affects our business and results of operations, it may also have the effect of exacerbating many of the other risks described in this “Risk Factors” section.

2. Certain legal proceedings have been initiated against our Company, one of our Individual Promoters, and our Directors and any adverse developments related to these proceedings could materially and adversely affect our business, reputation, cash flows and results of operations.

There are outstanding legal proceedings against our Company, our Group Company, Directors and one of our Individual Promoters, including tax proceedings. These proceedings are pending at different levels of adjudication before various courts, tribunals and appellate tribunals. Brief details of outstanding litigation that have been initiated against our Company, certain Directors and one of our Individual Promoters are set forth below:

Type of Proceedings	Number of cases	Amount* (₹ in million)
Cases against our Company		
Criminal proceedings	-	-
Actions taken by statutory or regulatory authorities	-	-
Claims related to direct and indirect taxes	5	154.68
Other pending material litigation proceedings	1	1,363.81
Total	6	1,518.49
Cases by our Company⁽¹⁾⁽²⁾		
Criminal proceedings	-	-
Other pending material proceedings	3	584.1
Total	3	584.1
Cases against our Promoters		
Individual Promoters		
Criminal proceedings	-	-
Actions taken by Stock Exchange, statutory or regulatory authorities	-	-
Disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years.	-	-
Claims related to direct and indirect taxes	1	0.89
Other pending material litigation	-	-
Total	1	0.89
Corporate Promoters		
Criminal proceedings	-	-
Actions taken by statutory or regulatory authorities	-	-
Disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years.	-	-
Claims related to direct and indirect taxes	-	-
Other pending material litigation	-	-
Total	-	-
Cases by our Promoters		
Individual Promoters		
Criminal proceedings	-	-

Type of Proceedings	Number of cases	Amount* (₹ in million)
Other pending material litigation	-	-
Total	-	-
Corporate Promoter		
Criminal proceedings	-	-
Other pending material litigation	-	-
Total	-	-
Cases against the Directors		
Criminal proceedings	1	-
Actions taken by statutory or regulatory authorities	-	-
Direct and indirect taxes	1	0.89
Other pending material litigation	1	347.53
Total	3	348.42
Cases by the Directors		
Criminal proceedings	-	-
Other pending material litigation	-	-
Total	-	-
Cases against the Group Companies		
Pending litigation which has a material impact on our Company	-	-
Total	-	-
Cases by the Group Companies		
Pending litigation which has a material impact on our Company	-	-
Total	-	-

*To the extent quantifiable.

(1) Conversion from USD for the settlement amount pursuant to settlement agreement in a case.

(2) Out of total amount given above, ₹ 495.79 million is the amount involved in suit filed by company to limit liability for the purported claims.

For further information, see “*Outstanding Litigation and Material Developments*” on page 292.

The amounts claimed in these proceedings have been disclosed to the extent ascertainable and include amounts claimed jointly and severally. The amounts as ascertained above do not involve claims towards interest or costs of proceedings. We cannot assure you that any of these matters will be decided in favour of our Company, the Directors, the Individual Promoter, as the case may be, or that no additional liability or penalties will arise out of these proceedings. Such proceedings could divert management time and attention, and consume financial resources in their defence or prosecution. Decisions in any of the aforesaid proceedings adverse to our interests may have a material adverse effect on our business, reputation and results of operations. If any new developments arise, such as a change in Indian law or an adverse judgment in any of these proceedings, individually or in the aggregate, it could result in monetary and/ or reputational losses and we may have to make provisions in our financial statements, which could increase our expenses and our liabilities. Further, we may be subject to additional costs even in proceedings initiated by our Company.

In addition, allotments made to specific non-resident Shareholders aggregating an investment amount of ₹ 137.85 million suffer from certain irregularities and we have sought to address the irregularities by making the necessary representations and filings with the RBI. For further information, see “*Risk Factors – In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected.*” and “*Outstanding Litigation and Material Developments*” on pages 35 and 292.

3. The liquid seaborne logistics industry is volatile and sensitive to changes in general economic conditions. The worldwide economic downturn could have a material adverse effect on our revenue, profitability, cash flows and financial condition.

Our operations consist primarily of transportation of crude oil and liquid products. Historically, the market for the transportation of crude oil and liquid products has been volatile, as global demand for these products has fluctuated. Demand for oil is driven in large part by and generally follows global patterns of economic development, growth and activity. The recent global economic downturn as a result of COVID-19 reduced the availability of liquidity and credit to fund the continuation and expansion of industrial business operations worldwide. The temporary but significant slowdown in economic activity reduced global demand for energy. Accordingly, the demand for the transportation of these resources also suffered, and this decline has had a negative impact on our business, and this impact could continue or worsen. Additionally, any prolonged suspension or decrease in the demand for transportation of these resources, may adversely impact our financial position if they are determined to cause any impairment of our long-lived assets.

The following macroeconomic factors affect the supply and demand for the shipping of crude oil and liquid products:

- changes in global oil production, in particular and the impact of these changes on oil prices;

- export and import levels in the world oil trade or changes in trading patterns, which affect the distances and the amount of oil cargoes that are transported;
- worldwide demand for energy products, in particular petroleum and associated products;
- technological advances affecting energy production and consumption, including substitution by, and availability of, alternative energy sources;
- oil inventory levels, in particular in importing countries;
- seasonal changes in the demand for oil;
- changes in seaborne and other transportation patterns;
- governmental policies, in particular with regard to environmental regulation and alternative energy; and
- social, political and geo-political instability in producing or importing countries, including war, terrorism or labour unrest.

These factors are beyond our control, and as a result, the nature, timing and degree of changes in our industry conditions are unpredictable. A material decline in the global demand for liquid seaborne logistics services could adversely affect our business and results of operations.

4. We derive a significant portion of our revenue from contracts with customers from our PSU customers and relationship with PSU customers exposes us to risks inherent in doing business with PSU entities.

During Fiscal 2018, 2019, 2020 and nine months ended December 31, 2020, we generated 94.9%, 98.2%, 88.9%, and 85.2% respectively of our revenue from contracts with customer from PSU customers. The following table details the contribution to our revenue from contracts with customer in the last three Fiscals and the nine months ended December 31, 2020:

Type of Customer	Nine months ended December 31, 2020		Fiscal 2020		Fiscal 2019		Fiscal 2018	
	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue
Public Sector Companies	5,575.90	85.2%	6,320.10	88.9%	4,592.01	98.2%	3,916.02	94.9%
Others	971.73	14.8%	790.16	11.1%	83.81	1.8%	210.28	5.1%

Given that we derive a significant portion of our total revenue from contracts with customer from PSU customers and that we will continue to cater to PSU entities, we are exposed to various risks inherent in doing business with PSU entities. These risks include: participation in PSU contracts could subject us to stricter regulatory requirements which may increase our compliance costs; PSU tenders are awarded to the lowest bidder that meets the technical conditions of the tender, which makes winning PSU tenders difficult. In addition, if we have to lower our pricing in order to win tenders, it would exert pressure on our margins; the tender process is long and may be subject to significant delays; terms and conditions of PSU contracts, including requests for proposals and tenders tend to be more onerous and are often more difficult to negotiate than those for other commercial contracts; and PSU contracts may not include a cap on direct or consequential damages, which could cause us to assume additional risks and incur additional expenses in servicing these contracts.

Any of the above factors may adversely affect our business, financial condition or results of operations. In addition, there are media reports on the proposed merger of some of our PSU customers. Such merger, in case it materializes, could lead to rationalization of contracts by the consolidated entity. Hence, there can be no assurance that such merger of our PSU customers will not have any adverse effect on our business, results of operations and financial condition.

Further, we expect that in the future a limited number of PSU customers will continue to comprise a large percentage of our revenue. Consequently, if our relationship with any of the above PSU customers is negatively affected in any manner or if we are unable to expand our sales volumes to existing customers or diversify our customer base, we may experience material fluctuations or decline in our total revenue from contracts with customer and reduction in our operating margins, as a result of which our financial condition and results of operations could be materially and adversely affected.

5. Our results of operations may be adversely affected by our inability to negotiate profitable contracts in relation to deployment and operation of our vessels including when we cannot decrease our costs of operations. This will prevent us from utilising our fleet at optimum levels, which could adversely affect our profitability.

There are primarily three types of arrangements we enter into for deployment of our vessels. These are: (i) time charter contracts, (ii) voyage charter contracts; and (iii) contracts of affreightment. We also enter into contracts with certain third parties for activities such as sourcing crew members for our vessels.

Our inability to procure any such contracts on pricing terms acceptable to us, or at all, may have an adverse effect on our results of operations. Although, we generally endeavour to obtain favourable pricing terms in contracts for the deployment of our vessels where possible, demand and market conditions at the time of negotiating such contracts may result in us accepting less favourable pricing terms. A failure to obtain favourable pricing terms in contracts for the deployment of our vessels, particularly when a market is at its inflection point, could lock us into low returns for the term of such contract and have an adverse effect on our financial condition and results of operations. A failure to procure contracts for the crews of our vessels and for dry docking and maintenance and repairs, on pricing terms which are adequate to offset the lower charter rates will result in an adverse effect on our financial condition.

Further, costs of dry docking, off hiring due to completion of time charter contracts, waiting for lay-can and voyage loss after discharge of bunkers and supplies may also increase our costs of operations which we may not be able to offset with higher charter rates resulting in an adverse effect on our financial condition.

6. Revenue from a vessel is directly proportional to the size of the vessel. Under-utilisation of our largest vessels could affect our cash flows, revenues and results of operations.

Our revenue from contracts with customer in Fiscal 2018, 2019, 2020 and nine months ended December 31, 2020, were ₹ 4,126.30 million, ₹ 4,675.82 million, ₹ 7,110.26 million and ₹ 6,547.63 million, respectively. As a result, our EBITDA in Fiscal 2018, 2019, 2020 and nine months ended December 31, 2020, was ₹ 2,092.26 million, ₹ 1,672.60 million, ₹ 2,721.28 million, and ₹ 4,457.04 million, respectively. The revenue from contracts with customer generated from three of our existing largest vessels, based on the deadweight tonnage, was ₹ 2,054.82 million, ₹ 1,981.97 million and ₹ 2,494.02 million, in Fiscal 2018, 2019 and 2020, respectively, representing 49.8%, 42.4% and 35.1% of our revenue from contracts with customer, respectively. The revenue from contracts with customer generated from three of our existing largest vessels, based on the deadweight tonnage, was ₹ 2,235.44 million representing 34.1% of our revenue from contracts with customer for the nine months ended December 31, 2020.

The following table sets out our revenue from contracts with customer derived from our three existing largest vessels in the periods indicated:

Vessel	Deadweight Tonnage (in MT)	Revenue from contracts with customer (₹ million)
Fiscal 2018		
M.T. Saffron	149,999	647.32
M.T. Crimson	146,645	680.27
M.T. Lavails	299,325	727.23
Fiscal 2019		
M.T. Saffron	149,999	482.20
M.T. Crimson	146,645	899.43
M.T. Lavails	299,325	600.34
Fiscal 2020		
M.T. Crimson	146,645	1,434.36
M.T. Lavails	299,325	1,059.66
Nine Months ended December 31, 2020		
M.T. Crimson	146,645	988.70
M.T. Lavails	299,325	1,149.14
M.T. Concord	159,155	97.60

If we are unable to increase our revenue contributions from our other vessels or if the revenue contribution by our three largest vessels is not optimal, we may experience material fluctuations or decline in our revenue and reduction in our operating margins, as a result of which our cash flow, financial condition and results of operations could be materially and adversely affected.

7. If we are unable to collect our dues and receivables from our customers, our results of operations and cash flows could be materially and adversely affected.

Our business depends on our ability to successfully obtain payment from our customers of the amounts they owe us for work performed. For Fiscals 2018, 2019, 2020 and the nine months ended December 31, 2020, our Average Debtor Cycle based on revenue from contracts with customers was 31.38 days, 20.59 days, 34.06 days and 40.72 days, respectively. As of March 31, 2018, 2019, 2020 and as of December 31, 2020, our trade receivables were ₹ 354.74 million, ₹ 263.78 million, ₹ 663.49 million and ₹ 730.43 million, representing 8.6%, 5.6%, 9.3% and 11.2% of our revenue from contracts with customers, respectively.

We cannot assure you that we will be able to accurately assess the creditworthiness of our customers. Macroeconomic conditions could also result in financial difficulties for our customers, including limited access to the credit markets, insolvency or bankruptcy. Such conditions could cause customers to delay payment, request modifications of their payment terms, or default on their payment obligations to us, cause us to enter into litigation for non-payment, all of which could increase our receivables. Timely collection of payment for our services also depends on our ability to complete our contractual commitments and subsequently bill for and collect the amounts due to us. If we are unable to meet some or all of our contractual obligations, we might experience delays in the collection of, or be unable to collect, our customer balances, and if this occurs, our results of operations and cash flows could be adversely affected.

8. *Fluctuations in global seaborne transportation and global demand for seaborne transportation may cause freight rates to shift unpredictably, which could have a negative impact on our cash flow and revenue.*

The rates we charge for the seaborne transportation of freight are driven by the geographic balance of trade, which determines the length of haul required, and by the growth of shipping capacity, namely the number of new vessels coming into the market less the number of older vessels scrapped or lost. If the supply of vessel capacity increases for a prolonged period of time and the demand for seaborne transportation capacity does not increase correspondingly, freight rates could decline materially.

In addition, the seaborne transportation industry is highly competitive and is highly capital-intensive. During an upturn in demand, there are likely to be a number of new market entrants, increasing the number of players in the industry and exacerbating the competition in the market. As a result, the historical trend has been for strong global growth or shifts in the balance of trade to lead to strong markets and high rates, and then to be followed by significant additions to capacity, leaving the industry vulnerable to a downturn. During such a downturn, pricing pressure is severe, and freight rates could decline materially. In such downturns, we may be forced to agree to freight rates which are adequate to meet the operational costs of our vessels but which adversely affect our profitability and financial condition.

Furthermore, freight rates have historically been volatile and unpredictable. We enter into time charter contracts where a contract is entered into for a specific duration of time wherein the charterer uses a vessel owner's vessel for a fixed charter hire expressed in USD per day, pro rata. If we enter into a time charter contract when the freight rates are relatively low, we will not be able to take advantage of any subsequent increase in the freight rates till the time charter contract terminates. The demand for vessel capacity is influenced by global economic conditions, industrial production and demand for petroleum products including crude oil, developments in international trade, competition from other means of transport and changes in seaborne and other transportation patterns. As a consequence of these shifts in demand (coupled with the changes in seaborne transportation capacity), the nature, timing and degree of changes in vessel industry conditions are relatively unpredictable and could have an adverse effect on, or create volatility in, freight rates applicable to our cash flow and fleet and our results of operations.

9. *Improper storage, processing and handling of oil products may cause damage to our vessel which may have an adverse effect on our business, results of operations and cash flows.*

The products carried by our vessels may be flammable, explosive and toxic and may be harmful to vessels, people and the environment, and are therefore subject to certain inherent risks including: oil spills and other environmental mishaps; fires, collisions and other catastrophic disasters; injuries and loss of life; severe damage to and destruction of property and equipment; and loss of product and business interruption. An oil spill may cause significant environmental damage and the associated costs could exceed the insurance coverage available to the Company. Compared to other types of products, vessels carrying crude oil and other flammable substances are also exposed to a higher risk of damage and loss by fire, whether ignited by a terrorist attack, collision, or other cause, due to the high flammability and high volume of the oil transported. Any such incident could seriously damage our reputation and cause us to either lose business or to be less likely to enter into new business (either because of customer concerns or changes in customer vetting processes). Any of these events could result in loss of revenues, decreased cash flows and increased costs.

Damage arising from such occurrences have in the past resulted, and may in the future result, in fines and significant third-party claims. For instance, in Fiscal 2018, there was a fire at our vessel MT Genessa while it was docked at the Deendayal Port in Gujarat carrying high-speed diesel oil, resulting in severe damage to the vessel. While we generally maintain insurance to mitigate these types of costs, our insurance may not be sufficient to cover the liabilities we might suffer from the occurrence of one or more of the risks described above.

In addition, if we are involved in a spill, leak, fire or other accident involving hazardous substances or if there are releases of fuel or fuel products we own or have custody of, our operations could be disrupted. We could also be subject to material liabilities, such as the cost of investigating and remediating contaminated properties or claims by customers, crew or others who may have been injured, or whose property may have been damaged. These liabilities, to the extent not covered by insurance, could have a material adverse effect on our business, financial condition, results of operations and cash flows. Some environmental laws impose strict liability, which means we could have liability without regard to whether we were negligent or at fault. Any of these occurrences, and any resulting negative media coverage, could have a material adverse effect on our stock price and on our business, financial condition, results of operations and cash flows.

10. We intend to expand our operations to include gas seaborne logistics. If we are unable to operate our gas seaborne logistics business profitably, results of operations, financial condition and our cash flow may be adversely affected.

We intend to expand our operations to include gas seaborne logistics, with the acquisition of gas carriers in the future. As this would be a new segment of business, pursuant to the acquisition of these vessels, and beginning transportation of gas, we may encounter problems and incur higher capital and operating expenditure due to our limited experience in managing such vessels and such business. This could, in turn, impact the servicing of debt taken for acquisition of these vessels or impact our ability to continue our business. Any of the above factors could adversely affect our results of operations, financial condition and cash flow.

11. The liquid seaborne logistics business is a business with inherent risks and adverse incidents involving our vessels may have a negative impact on our operating results.

The operation of vessels involves the risk of accidents and other incidents, which may bring into question the safety of the products transported by our vessels and the crew operating our vessels. Our vessels sail on the open seas and are exposed to possible damage due to bad weather, collision with other vessels, the possibility of being grounded, piracy, or even a vessel sinking. In addition, the products carried by our vessels may be flammable, explosive and toxic and may be harmful to vessels, people and the environment. While we place safety as a high priority in the operation of our vessels, we have experienced accidents and other incidents involving our vessels. For instance, there have been accidents involving our vessels while they have been in dry-docking or seaborne which have led to loss of life. In the past one of our vessels collided with a fishing trawler and a suit had been instituted against us before the Bombay High Court alleging that the collision led to the death of some of the fishermen. Even though the suit has now been withdrawn, we cannot assure you that such incidents would not take place in the future. We have also been subject to claims of an accidental death of a seaman after he fell during tank cleaning. Further, in Fiscal 2018, one of our vessels caught fire resulting in the death of one crew member. Also see, “ – Improper storage, processing and handling of oil products may cause damage to our vessel which may have an adverse effect on our business, results of operations and cash flows” on page 31.

There can be no assurance that similar events will not occur in the future. Our vessels are insured up to a limit of USD 1.00 billion per vessel for pollution cover, but there can be no assurance that this insurance always covers the costs of incidents. Future incidents could cause our vessels to be damaged and docked for an extended period, lead to claims against us from other charterers, regulatory entities or other persons, require extensive clean-up and payments of costs, fines or damages, and have a material adverse effect on our financial condition or results of operations. Further, if there is an accident during the course of a charter, we may have to compensate the charterer for loss or damage to his goods. Our insurance may not be adequate to cover all such losses and any such shortfall between the amounts to be paid to the charterer and the amounts actually recovered from our insurers could also adversely affect our financial condition. In addition, and notwithstanding the existence of any insurance, an adverse judgment or settlement in respect of any claims against our Company, as well as the negative publicity related to our involvement in any incident, could adversely affect customers' perceptions of our safety record, damage our reputation and have a material adverse effect on our ability to generate revenue, our financial condition and results of operations.

12. The Directorate General of Shipping, Government of India, has noted certain non-compliances by our Company with the International Management Code for the Safe Operations of Ships and for Pollution Prevention (“ISM Code”) in the past.

The Directorate General of Shipping, Government of India, in its past reports has made certain adverse observations and noted certain non-compliances by our Company including the non-availability of a chemical tanker manual, non-assignment of identification numbers to certain forms as mentioned in the chemical tanker manual, not adequately developing contingency plans for emergencies on chemical tanker, procedures for selection of service providers not according to the government circulars, ineffectively monitoring the implementation of drills and exercises for emergency situations, ineffective superintendents' inspection of the vessel, not maintaining the ship and the equipment at appropriate interval and not keeping a record of the same, not taking any corrective actions according to the quality manual and not following procedures of controlled documents. We cannot assure you that we will not get any adverse observations or will not be in non-compliance with the ISM Code in future reports. The senior management of the Company is updated on a monthly basis. Further, we are required to take corrective measures within a specified period, and while we have taken measures to avoid such non-compliances including by engaging our ISM department to work closely with the crew of the vessel to maintain appropriate certification, there can be no assurance that we will be able to take corrective measures to rectify or address adverse observations by the Directorate General of Shipping, Government of India or any other regulatory authority in the future in time or at all. Non-compliance with the ISM Code can result in the revocation of our Document of Compliance (the “DoC”), which is required by us to operate our vessels. While, our past non-compliances have not resulted in the cancellation, revocation or suspension of our DoC as we have been able to take corrective measures in time, we cannot assure you that there will not be any non-compliance by us in the future and that we will be able to take corrective measures in time or at all. We also cannot assure you that such future non-compliance will not result in a cancellation, revocation or suspension of our DoC, even if our Company takes corrective measures in time. Any such cancellation, revocation or suspension of our DoC may adversely affect our business, results of operations and financial condition.

13. We enter into time-charters for one-year periods and the seaborne logistics industry is cyclical and volatile in terms of charter rates and profitability. As a result, an inability to renew charters or maintain relationships with our customers could adversely affect our results of operations, financial condition, and cash flows.

We typically enter into time-charters for one-year periods, and our longer-term contracts currently do not exceed a period of three years. As a result, December 31, 2020, the charters for four of our 20 vessels are scheduled to expire during 2021, exposing us to prevailing charter rates during such period. While we continue to source other customers and enter into other time charters, any new, renewal or replacement charters that we may enter into in the future, may not be able to entirely substitute the revenue generated from existing charters.

Further, charter rates are both cyclical and volatile and any prolonged downturn in the logistics industry may adversely affect our ability to charter or re-charter our vessels or our ability to sell them, and an inability to re-charter our vessels may lead to extended periods of dry-docking. Fluctuations in charter rates result from changes in the supply and demand for capacity and changes in the supply and demand for the major products internationally transported by such fleet. The factors that influence demand for charter capacity are outside of our control and include: supply and demand for products suitable for shipping including for crude oil; changes in global production of products transported by ships; the globalization of manufacturing; global and regional economic and political conditions; developments in international trade; changes in seaborne and other transportation patterns, including changes in the distances over which products, particularly liquids, are transported; environmental and other regulatory developments; and currency exchange rates. Our ability to employ our existing vessels when their charters expire and any containerships that we acquire will depend upon, among other things, the then current state of the seaborne logistics market. As a result, our results of operations and financial condition may vary significantly between periods.

14. Limited availability of vessels for purchase in the secondary market at the right time and increase in purchase prices of vessels in the secondary market may affect our financial condition. Our inability to sell vessels at an appropriate time may also adversely affect our results of operations and financial condition.

We continuously monitor our markets in an effort to take advantage of various expansion and growth opportunities. However, we are dependent on the secondary market for acquisition of our vessels. Availability of vessels in the secondary market is dependent on various factors including the scrapping of single-hull or older vessels, limited shipyard capacity for building new vessels and the high price of plate steel which is a key material used in building vessels. There can be no assurance that vessels meeting our size and quality requirements will be available in the secondary market at prices or delivery times acceptable to us, which could result in lost business opportunities or otherwise have an adverse effect on our business, financial condition and results of operations.

Further, if freight rates increase, the availability of vessels in the secondary market may be limited, since vessel operators are unlikely to exit the market at that time. The scrapping of older vessels, limited shipyard capacity and high commodity prices, fuelled by high freight rates, may result in a significant rise in new vessel prices, which may lead to an increase in demand of vessels in the secondary market thereby increasing the pricing and decreasing the availability of such vessels. As we depend on acquisition of vessels in the secondary market to increase our capacity, such an increase in prices and decrease in availability of vessels may result in an increase in the capital we need to invest to increase the size of our fleet which may adversely affect our financial condition.

In addition, vessels are considered for sale based on their age, performance, operating costs, increasing idle time periods and if they are nearing the end of their charter of contract. Although vessels are usually sold only at the end of their charter periods, we may decide to sell a vessel while the contract is ongoing due to various reasons, including poor performance, high operating costs, and the asset being at the end of its useful life. In such a case, we would either have to acquire a vessel to replace the existing vessel being sold or charter in a vessel from a third-party for the remainder of the contract period. If the secondary market for vessels is challenging at the relevant time, we may not be able to sell such vessels at the anticipated prices or at the appropriate time or at all. As we generally use proceeds from such sales to purchase newer vessels, our inability to sell our older vessels may adversely affect our ability to purchase newer vessels to meet the opportunities available. This could lead to loss of business opportunities which will adversely affect our profitability and financial condition.

15. Defects in vessels acquired in the secondary market may not be apparent prior to purchase.

Vessels purchased from the secondary market may have conditions or defects that we were not aware of and our inspections of vessels acquired in the secondary market prior to purchase would not normally provide us with the same knowledge about the condition of the vessels that we would have if the vessels had been built for or operated by us. Such repairs may require the vessel to be put into dry-dock which would reduce our fleet's utilisation. Accordingly, there can be no assurance that the purchase of vessels in the secondary market will not result in higher than anticipated operating expenditures, including repair costs.

Furthermore, it is not usually possible to receive the benefit of warranties in respect of vessels that have been acquired in the secondary market. Identification of such defects following the acquisition of a vessel may therefore adversely affect our business, financial condition and results of operations.

16. An increase in fuel prices or other operating costs would have an adverse impact on our profit margins.

While we generally do not bear the cost of fuel, or bunkers, for vessels operating on voyage charters, fuel is a significant factor in negotiating charter rates. As a result, an increase in the price of fuel beyond our expectations may adversely affect our profitability at the time of charter negotiation. Fuel is also a significant, if not the largest, expense in our shipping operations when vessels are under voyage charter. For Fiscal 2018, 2019, 2020 and nine months ended December 31, 2020, consumption of fuel oil and other inventories (comprises purchase of fuel oil and other inventories plus (increase)/ decrease in inventories) represented 12.1%, 19.6%, 12.2% and 8.5% of our revenue from contracts with customers, respectively. The price and supply of fuel is unpredictable and fluctuates based on events outside our control, including geopolitical developments, supply and demand for oil and gas, actions by the Organization of Petroleum Exporting Countries and other oil and gas producers, war and unrest in oil producing countries and regions, regional production patterns and environmental concerns.

Future increases in the consumption of fuel oil and other inventories globally would significantly increase the cost of our vessel operations. There can be no assurance that we will be able to pass on the increase in fuel prices to our customers in the form of increased freight rates. Further, fuel may become much more expensive in the future, which may reduce the profitability and competitiveness of our business versus other forms of transportation, such as truck or rail.

17. Our operating costs may increase as our vessels age and we may have to make unexpected capital expenditures in order to maintain our fleet or comply with the evolving regulatory requirements.

Our current vessels range in age from 14 to 25 years, with an average age of around 18 years. In general, expenditures necessary for maintaining a vessel in good operating condition increase with the age of the vessel, but are difficult to predict with precision. Older vessels are typically costlier to maintain than more recently constructed vessels and could be subject to lower utilisation rates due to their higher maintenance requirements. Cargo insurance rates increase and cost efficiency usually decreases with the age of a vessel.

In addition, governmental regulations or safety or other equipment standards related to the age of vessels may require expenditures for alterations, or the addition of new equipment, to our vessels and may restrict the type of activities in which the vessels may engage. Further, unanticipated changes in governmental regulations may require scrapping of vessels that are above a certain age. As a consequence, we may need to take our vessels out of service for longer periods of time or more often than planned in order to perform necessary repairs or modify the vessels in order to meet such regulations or scrap them altogether. We cannot assure you that, as our vessels age, market conditions will justify those expenditures or enable us to operate our vessels profitably during the remainder of their useful lives. If we sell our vessels, we cannot be certain that the price for which we would sell them will be equal to or greater than their carrying amount on our financial statements at that time. Each of the above may result in an adverse effect on our financial condition.

Further, there can be no assurance that our vessels will not require a one-off or repeated extensive repair work which would result in significant expense and extended periods of time during which these vessels would be out of service. Such an occurrence could have a material adverse effect on our business, results of operations or financial condition.

18. We cannot assure you that we will continue to be able to benefit from the Tonnage Tax Scheme.

We avail of a special presumptive tax regime which provides for Tonnage Tax Scheme. The Tonnage Tax Scheme is intended to incentivize shipping companies to compete with their global counterparts in fleet development and renewal. In order to avail the benefits of the Tonnage Tax Scheme, companies are required to comply with certain conditions including the requirement to comply with the guidelines prescribed by the Indian Directorate General of Shipping for training of officers on board the vessels and the requirement to transfer not less than 20.0% of the profit/(loss) for the period from operations derived from the specified activities to the tonnage tax reserve account annually and such funds can be used before the expiry of a period of eight years following the previous year in which the amount was credited only for (i) acquisition of a new vessel for business purposes; and (ii) until the acquisition of a new vessel, operating qualifying vessels other than for distribution by way of dividends or profits or for remittance outside India as profits or for creation of any asset outside India. Under the Tonnage Tax Scheme, the income tax is not dependent on the profit or loss of a company in a given year, but by applying a notional annual income based on the registered capacity/tonnage. This provides a greater degree of certainty of tax outflow in a year, and the tax levied is neutral to the performance of our Company. We have renewed our option under the Tonnage Tax Scheme on May 30, 2016 for a period of 10 years until Fiscal 2026.

Failure to comply with any of the aforementioned conditions may adversely affect the availability of the benefits under the Tonnage Tax Scheme. In addition, each tonnage tax certificate is granted for a period of 10 years and we are required to renew our tonnage tax certificates to continue to enjoy the benefits of the scheme. There can be no assurance that we will be able to renew these certificates in a timely manner, or at all. Further, the Government of India may change the tonnage tax regime. Any increase in our tax liabilities will impact on our profitability.

19. Some of our corporate records are not traceable and there are certain discrepancies in the records available with us.

Certain of our corporate records and prescribed regulatory filings with the RoC, including those in relation to: (a) transfer of Equity Shares by and to our Promoters; (b) certain past amendments to our Memorandum of Association including for increase in

our authorized share capital; (c) changes in our Registered Office, and (d) certain past allotments of our Equity Shares, are not traceable. Further, there are certain discrepancies in the records available with us in relation to past allotment of our Equity Shares. Certain dates of allotment mentioned in the resolutions passed by our Board are different from the dates recorded in the forms filed with the RoC, the Form FC-GPR filed with the RBI and the corresponding acknowledgement provided by the RBI. Further, certain forms filed with the RoC to register amendments in our Memorandum of Association and Articles of Association only mention the amendment made to our Articles of Association and inadvertently mentioned the name of our Company as “Seven Islands Shipping Company Private Limited”.

Despite having conducted a search of our records and a search in the records of the RoC for some of the untraceable documents, we have not been able to retrieve and subsequently modify the aforementioned documents, as the case may be. Accordingly, we have relied on other documents, including corresponding board and/or shareholder resolutions, where available and statutory registers of members, allotment and share transfer for such matters, some of which record varying dates of such events.

We cannot assure you that the abovementioned form filings and resolutions will be available in the future or that we will not be subject to penalties imposed by regulatory authorities in this respect.

20. In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected.

In the past, our internal controls and compliances for managing our secretarial records and compliances have been inadequate as a result of which there have been non-compliances with certain provisions of the FEMA Regulations and regulatory filings by our Company. We cannot assure you that there are no other instances of non-compliances or irregularities in regulatory filings made by our Company. This may subject us to regulatory actions and/or penalties which may adversely affect our business, financial condition and reputation.

There have been factual inaccuracies in respect of the following filings made by our Company with the RoC:

- The Form 2 filed with the RoC in relation to the allotment made on January 7, 2011 erroneously records the date of allotment as February 7, 2011. The Form FC-GPR filed with the RBI erroneously record the dates of allotments made on October 31, 2009 and January 7, 2011 as March 5, 2010 and February 1, 2011 respectively.
- The Form PAS 3 filed with the RoC in relation to the allotment made on June 10, 2015 erroneously records the premium amount payable as pending even though the premium amount had already been paid.
- In certain Forms 23 filed with the RoC for the change in the authorized share capital of our Company, while the amendment to Article 5 of the Articles of Association had been noted, the amendment to Clause V of the Memorandum of Association has not been noted.

Further, allotments made to specific non-resident Shareholders aggregating an investment amount of ₹ 137.85 million, suffer from certain irregularities in respect of the following filings/ allotments made by our Company:

- Failure to adhere to the prescribed timelines in respect of filing Form FC-GPR for allotment dated January 7, 2011;
- Failure to adhere to the prescribed timelines in respect of inward remittances to the RBI; and
- Receipt of inward remittances in the EEFC account pertaining to an inward remittance amounting to ₹ 21.15 million.

We have subsequently sought to address the irregularities by making the necessary representations and filings with the RBI. We had filed an application dated January 21, 2016 with the RBI seeking to compound such non-compliances. The RBI through its compounding order dated April 18, 2016 has compounded the contraventions pertaining to the delay in filing of Form FC-GPR and delay in reporting of inward remittances after imposing a penalty of ₹ 0.56 million. We cannot assure you that the RBI will not seek more information in relation to the allotments made to non-resident Shareholders in the future and that we will be able to provide satisfactory answers and information for all such queries from the RBI within the timelines prescribed by the RBI or at all.

21. The failure of our counterparties to meet their obligations to us under any charter agreements or our failure to account for exceptional circumstances could cause us to suffer losses or otherwise adversely affect our business.

We strategically employ our fleet, and any additional vessels that we may acquire, on time charters with staggered maturities based on the market conditions, to preserve the flexibility to capitalize on potentially rising charter rates. The ability and willingness of each of our counterparties to perform its obligations under a time charter agreement with us depends on a number

of factors that are beyond our control and may include, among other things, general economic conditions, the condition of the seaborne logistics industry and the overall financial condition of the counterparties. If we are unable to take delivery of a contracted vessel, including due to the failure of the counterparty to deliver a vessel to us as agreed or to otherwise meet its obligations, this may have a material adverse effect on our business. In addition, in depressed market conditions, there have been reports of charterers renegotiating their charters or defaulting on their obligations under charters, and our future customers may fail to pay charter hire or attempt to renegotiate charter rates. If our charterers fail to meet their obligations to us or attempt to renegotiate our charter agreements, we could sustain significant losses which could have a material adverse effect on our business, financial condition, results of operations and cash flows and our ability to pay dividends.

Further, due to situations beyond our control or otherwise, we may face delays such as receiving berthing instructions, arranging for supplies by local authorities in relation to our operations. For instance, during the outbreak of COVID-19, we have received a letter from MIDC Police Station, Mumbai against our Key Managerial Personnel, Pradeep Correa and Phillip Mathews, as well as our Individual Promoter, Thomas W. Pinto alleging a complaint of agony and torture on account of inadequate supplies as a result of the lockdown restrictions imposed on account of COVID-19, and unclear voyage instructions. While we have replied to the letter and paid a compensation to the seafarers in this regard, we cannot assure you that such incidents would not take place in the future, and we may be subject to significant penalties, compensation and/or criminal liability, which could have a material adverse effect on our business, financial condition, results of operations and reputation.

22. *Our Statutory Auditor has included certain adverse remarks/ qualifications/ matters of emphasis in their reports on our historical audited financial Statements. In addition, the annexure to our Statutory Auditors' report issued under the Companies (Auditor's Report) Order, 2016 ("CARO"), on our historical audited financial statements contain statements on certain matters.*

Our Statutory Auditors have included certain adverse remarks/ qualifications/ matters of emphasis in relation to our Company in their reports on our historical audited financial statements. In addition, the annexure to our Statutory Auditors' report issued under the Companies (Auditor's Report) Order, 2016, on our audited financial statements for Fiscal 2018, 2019, 2020 and the nine months ended December 31, 2020, contain statements on certain matters. For further information, see "*Management's Discussion and Analysis on the Financial Position and Results of Operations - Auditor's Observations*" on page 285.

There can be no assurance that any similar remarks or matters of emphasis will not form part of our financial statements for the future fiscal periods, or that such remarks will not affect our financial results in future fiscal periods. Investors should consider the remarks and observations in evaluating our financial condition, results of operations and cash flows. Any such remarks or matters of emphasis in the auditors' report and/ or CARO report on our financial statements in the future may also adversely affect the trading price of the Equity Shares.

23. *One of our Directors does not have any documents evidencing certain information in relation to his educational qualifications.*

One of our Non-Executive, Independent Directors, Madhukar Mulky Kamath, does not have any documents evidencing his educational qualifications as included in his biography under the section "*Our Management – Brief Biographies of Directors*" on page 178. While the aforementioned Director have taken the requisite steps to obtain the relevant supporting documentation, including by making e-mail requests to the university, he has been unsuccessful in procuring the relevant supporting documentation. Accordingly, in making such disclosure we have relied upon an undertaking provided by him. We cannot assure you that such disclosure is true and accurate and that it does not have any inadvertent errors or omissions.

24. *Vessel values may fluctuate which may result in the incurrence of a loss upon disposal of a vessel.*

We evaluate the carrying amounts of our vessels to determine if events have occurred that would require an impairment of their carrying amounts. The recoverable amount of vessels is reviewed based on events and changes in circumstances that would indicate that the carrying amount of the assets might not be recovered. The review for potential impairment indicators and projection of future cash flows related to the vessels is complex and requires us to make various estimates, including future charter rates, earnings from vessels, operating expenses, discount rates and dry-dock costs. All of these items have been historically volatile.

An impairment charge is recognized if the carrying value of a vessel is in excess of the recoverable amount. The carrying values of our vessels may not represent their fair market value at any point in time because the market prices of second-hand vessels tend to fluctuate with changes in charter rates and the cost of new buildings. In particular, the fair market value of the vessels our fleet, or vessels that we may acquire in the future, may increase or decrease depending on a number of factors, including: age of the vessels; vessel specification and the condition of the vessel; global economic and market conditions affecting the vessel industry; competition from other seaborne logistics companies; changes in supply of, and demand for, certain types and sizes of vessels; number of vessels in the world fleet; developments affecting other modes of transportation; changes in the cost of building new vessels; governmental or other regulations; the prevailing level of charter rates; and technological advances.

While we believe currently none of the vessels owned by our Company have any indicators of impairment, any impairment charges incurred in future as a result of declines in charter rates could negatively affect our business, financial condition, operating results, and cash flows. Declining vessel values of our vessels could adversely affect our liquidity by limiting our ability to raise cash or refinance or draw down further under our credit facilities.

25. *We do not have a permanent crew for our vessels and any strikes/ work stoppages involving our crew or an inability to recruit sufficient number of qualified personnel, may adversely affect our results of operations, financial condition, and cash flows.*

We do not have a permanent crew for our vessels. Our crew is hired by us on a temporary basis which is done either directly or through a manning agent. The engagements are entered into with senior officers and engineers, junior officers, and engine cadets typically for a period of three months, six months and nine months, respectively and need to be renewed each time. Candidates are required to sign the employment engagement after which they are sent to the vessel. The salary of the crew is based on their rank and availability at a given time. As a result, we are responsible for any wage payments to be made to such crew to the extent we engage them directly or in the event of default by such manning agent. Shortage of skilled personnel or work stoppages caused by disagreements with our crew and/ or manning agent, could have an adverse effect on our business and results of operations. While we have not experienced any major prolonged disruption in our business operations due to disputes or other problems with our crew in the past, there can be no assurance that we will not experience any such disruption in the future. Such disruptions may adversely affect our business and results of operations and may also divert the management's attention and result in increased costs.

Further, it is possible that the cost for hiring crew members for our vessels may fluctuate and we may have to pay higher wages if we need crew members on an urgent basis. Our failure to attract and constantly hire qualified crew members, and increased expenditure on personnel costs may adversely affect our business and results of operations.

26. *Our Individual Promoters, certain of our Directors and Key Management Personnel are interested in our Company in addition to their normal remuneration or benefits and reimbursement of expenses incurred.*

Our Individual Promoters, Thomas Wilfred Pinto and Leena Metylda Pinto, are interested in us to the extent of being our Promoter, their shareholding and the shareholding of their relatives and the dividends payable to them, if any, and other distributions in addition to regular remuneration or benefits and reimbursement of expenses received by them in their capacity as directors of our Company. Further, our Individual Promoters are interested to the extent of their relatives having been appointed to the places of profit of our Company. In addition, our Company has undertaken transactions with our Promoters, or their relatives or entities in which our Promoters hold shares. For further details, see "*Capital Structure*", "*Our Management*", "*Our Promoters and Promoter Group*" and "*Related Party Transactions*" beginning on pages 70, 175, 197 and 248, respectively.

The premises on which our Registered and Corporate Office and an additional office space is situated has been licensed to us by SILPL, a member of our Promoter Group and also our Group Company for a period of 60 months from November 1, 2019 to October 31, 2024, April 1, 2016 to March 31, 2021, February 1, 2017 to January 31, 2022 and October 1, 2019 to September 30, 2024. For further information, see "*Related Party Transactions*" on page 248.

Further, our Directors and Key Management Personnel may be regarded as interested to the extent of, among other things, remuneration, loans availed, sitting fees and perquisites for which they may be entitled to as part of their services rendered to us as an officer or an employee. Thomas Wilfred Pinto, Leena Metylda Pinto and Sujit Govindrao Parsatwar may be regarded as interested in the Equity Shares held by them. Thomas Wilfred Pinto, Leena Metylda Pinto and Sujit Govindrao Parsatwar hold our Equity Shares, may also be deemed to be interested to the extent of any dividends payable to them, if any, or any other distributions. For further information, see "*Our Management*" and "*Capital Structure*" beginning on pages 175 and 70, respectively.

27. *Our Individual Promoters have provided personal guarantees for loans availed by our Company.*

Our Company has availed loans in the ordinary course of business for the purposes of purchasing vessels and meeting working capital requirements. Our Individual Promoters, Thomas Wilfred Pinto and Leena Metylda Pinto have given personal guarantees in relation to loans obtained by our Company aggregating to an outstanding amount of ₹ 6,379.94 million as of December 31, 2020. In the event of default on the loans, the guarantees may be invoked by our lenders thereby adversely affecting our Individual Promoters' ability to manage the affairs of our Company and this, in turn, could adversely affect our business, prospects, financial condition and results of operations. Further, if any of these guarantees are revoked by our Individual Promoters, our lenders may require alternate guarantees, repayment of amounts outstanding under the loans, or they may even terminate such facilities, which could adversely affect our financial condition and results of operations. For further details in relation to the personal guarantees provided by our Individual Promoters, see "*History and Certain Corporate Matters – Guarantees provided by our Promoters*" on page 169.

28. *We will continue to be controlled by our Promoters after the completion of the Offer.*

As on the date of this Draft Red Herring Prospectus, our Individual Promoters hold 51% of our issued and outstanding Equity Share capital. Upon completion of the Offer, our Individual Promoters will own [●]% of our equity share capital. Post-listing, our Individual Promoters will continue to exercise significant influence over us through their shareholding after the Offer, including being able to control the composition of our Board and determine matters requiring shareholder approval or approval of our Board. Additionally, our Individual Promoters will have the ability to exercise, directly or indirectly, a controlling influence over our business. Currently, subject to certain terms and conditions of the SHA, our Promoters are entitled to certain rights, including board composition rights, anti-dilution rights and quorum rights. However, SHA will automatically terminate on and from the date on which our Company will receive final listing and trading approval from each of the Stock Exchanges pursuant to the Offer.

Subsequent to listing, in accordance with AoA of our Company, so long as any Shareholder holds at least a 10% equity stake in our Company, such shareholder will be entitled to certain rights, including right to nominate upto two directors on the board of directors, anti-dilution rights and quorum rights. These rights shall be subject to the approval of the Shareholders, by passing a Special Resolution to this effect in a general meeting, following the listing and trading of the Equity Shares of the Company. For further information in relation to such rights, see “*History and Certain Corporate Matters*” beginning on page 164.

Our Promoters may have interests and may be adverse to our interests or the interests of our other Shareholders and may take positions with which our other Shareholders do not agree. This concentration of ownership may also delay, defer, or even prevent a change in control of our Company and may make the completion of certain transactions more difficult or impossible without the support of our Promoters. In order to establish or preserve our relationship with our Promoters, we may agree to assume risks that are proportionately greater than the returns we expect to receive from such transactions. Further, we cannot assure you that our Directors and Key Management Personnel will exercise their rights as shareholders to the benefit and best interests of our Company. Any of the foregoing factors could have an adverse effect on our business, financial condition and results of operations.

29. Our Corporate Promoter, FIHM, may not have adequate experience in the business activities undertaken by our Company.

Our Corporate Promoter, FIHM’s principal activity is to achieve long-term capital appreciation while preserving capital, by investing in public and private equity securities and debt instruments in India and Indian businesses or other businesses with customers, suppliers or business primarily conducted in, or dependent on, India. For further information, see “*Our Promoters and Promoter Group*” beginning on page 197. Our Company cannot assure you that the inadequate prior experience of FIHM in our business would not have any adverse impact on the management and/ or operations of our Company.

30. We are subject to extensive regulation and potentially substantial liability that could require significant expenditures and adversely affect our business, results of operations and financial condition.

Our operations are subject to extensive laws, treaties and international agreements governing the management, transportation and discharge of petroleum and hazardous materials, all of which are designed to protect the environment from pollution, as well as other national, state and local laws and regulations in force in the jurisdictions in which our vessels operate or are registered. Our vessels must also meet stringent operational, maintenance and structural requirements, and they are subject to rigorous inspections by governmental authorities. In addition, our personnel must follow approved safety management and emergency preparedness procedures. Violations of applicable requirements could result in substantial penalties, and in certain instances, seizure or detention of our vessels.

In connection with our liquid seaborne logistics operations, we may experience spills of crude oil or liquid products or spills of other materials in the future. We could be required to pay the costs of responding to future oil spills or cleaning up contaminated properties pursuant to applicable regulations. In addition, we may become subject to personal injury or property damage claims relating to alleged exposure to hazardous substances present on our vessels or used in our operations. Our existing insurance may not be sufficient to cover all such risks, in which case such risks could have a material adverse effect on our business, results of operations or financial condition.

In order to maintain compliance with existing and future laws, treaties and international agreements, we incur, and expect to continue to incur, substantial costs in meeting maintenance and inspection requirements, developing and implementing emergency preparedness procedures, and obtaining insurance coverage or other required evidence of financial ability sufficient to address pollution incidents. These laws, treaties and international agreements can: impair the economic value of our vessels; require a reduction in cargo carrying capacity or other structural or operational changes; impose more compliance requirements on our vessels, which may, in turn make our vessels less attractive to potential charterers or purchasers; lead to an increase in the risks to be covered under our insurance policies which may in turn, affect our ability to secure sufficient insurance coverage for affected vessels; or result in the denial of access to, or detention in, certain ports.

As such laws, treaties and international agreements are often revised, we cannot predict the ultimate costs of complying with such conventions and legislation or their impact on the resale price or useful life of our vessels or other aspects of our operations. Additional conventions and legislation may be adopted which could limit our ability to do business or require us to incur substantial additional costs or otherwise materially adversely affect our business, our Shareholders, our results of operations or financial condition. Any such changes to the laws and regulations under which we operate could adversely affect our business,

cash flows and results of operations. For further details, see “Key Regulations and Policies in India” and “Government and Other Approvals” on pages 158 and 297, respectively.

31. The conditions and restrictions imposed by our financing arrangements may limit our ability to grow our business and may adversely impact our business.

As of December 31, 2020, our total borrowings amounted to ₹ 8,128.11 million. The financing agreements governing certain of our debt obligations include terms that require us to maintain certain financial ratios and comply with certain reporting requirements; declare dividends, enter into any scheme or merger, amalgamation, compromise or reconstruction, make any changes to our ownership or control, effect any material change in the management of our business, incur further indebtedness and incur liens on, or dispose of, our assets, among others. As on the date of this Draft Red Herring Prospectus, we have made application for obtaining consent from Kotak Mahindra Bank and Canara Bank to permit the Offer and are yet to receive this consent. While we have received an in-principle approval from Kotak Mahindra Bank, we are yet to receive the final approval. Our Company intends to obtain the necessary consents in relation to the Offer from Canara Bank and Kotak Mahindra Bank prior to the filing of the Red Herring Prospectus with the RoC, undertaking the Offer without obtaining such consent would be in contravention of the conditions contained in the facility agreements and would constitute a default under such agreements. Further, our vessels are provided as security for the financings raised by us and remain a part of the security package even though the loans have been paid in full by our Company and become part of the security package for another financing availed by our Company. Failure to comply with the terms of our financing agreements or obtain waivers for such non-compliances could result in an acceleration of the relevant debt and payment of penal interest, which could adversely affect our liquidity, restrict our expansion plans and materially and adversely affect our business, cash flows and operations. Further, with respect to our secured borrowings, if a lender seeks to invoke the security, our business, cash flows and results of operations may be materially and adversely affected. For further information on our borrowings, see “Financial Indebtedness” on page 289.

Our level of indebtedness could have other important consequences, including:

- requiring us to dedicate a substantial portion of our operating cash flows to making periodic principal and interest payments on our debt, thereby limiting our ability to take advantage of significant business opportunities and placing us at a competitive disadvantage compared to other liquid seaborne logistics companies that have less debt;
- making it more difficult for us to satisfy our obligations with respect to our debt;
- increasing our vulnerability to general adverse economic and industry conditions;
- restricting our ability to refinance our debt on commercially reasonable terms, or at all;
- limiting our flexibility in planning for, or reacting to, changes in our business;
- limiting our ability to borrow additional funds or to sell or transfer assets in order to fund future working capital, capital expenditures, any future acquisitions and other general business requirements; and
- adversely affecting our business, results of operations and financial condition, if we are unable to service our debt or comply with the various covenants.

32. We may require additional funding to finance our operations, which may not be available on terms acceptable to us, or at all, and if we are able to raise funds, the value of your investment in us may be negatively impacted.

We may require additional funding to finance our operations and growth strategies. Sources of additional financing may include commercial bank borrowings and the issuance of equity or debt securities. There can be no assurance that we will be able to obtain any additional financing on terms acceptable to us, or at all. The cost of raising capital is high and any additional funding we obtain may strain our cash flows and financial condition.

Our ability to raise additional financing in the future is subject to a variety of uncertainties, including but not limited to: our future financial condition, results of operations and cash flows; general market conditions for debt financing and capital raising activities; and economic, political and other conditions in India.

If we raise additional funds through equity or equity-linked financing, your equity interest in our Company may be diluted. Alternatively, if we raise additional funds by incurring debt obligations, we may be subject to various covenants under the relevant debt instruments that may, among other things, restrict our ability to pay dividends or obtain additional financing. Servicing such debt obligations could also be burdensome to our operations. If we fail to service such debt obligations or are unable to comply with any of the covenants thereunder, we could be in default under such debt obligations and our liquidity and financial condition could be materially and adversely affected.

33. Our Restated Financial Statements disclose certain contingent liabilities as per Ind AS 37 -Provisions, Contingent Liabilities and Contingent Assets, which if materialize, may adversely affect our business, financial condition, cash flows and results of operation.

As of December 31, 2020, our contingent liabilities as per Ind AS 37 – Provisions, Contingent Liabilities and Contingent Assets, were as follows:

Particulars	Amount
	(₹ million)
Service Tax demand disputed by the Company, the above amounts are inclusive of interest and penalty upto the date of the notice	153.60
Guarantees are given to Mumbai port trust and seamen employee office.	4.80
Total	158.40

If a significant portion of these liabilities materialize, it could have an adverse effect on our business, financial condition, results of operations, and cash flows. For further information on our contingent liabilities as per Ind AS 37 as of December 31, 2020, see “Restated Financial Statements – Annexure XXXIII – XXXV” beginning on page 234.

34. We have in this Draft Red Herring Prospectus included certain non-GAAP measures and certain other industry measures related to our operations and financial performance. These non-GAAP measures and industry measures may vary from any standard methodology that is applicable across the seaborne logistics industry, and therefore may not be comparable with financial or industry related statistical information of similar nomenclature computed and presented by other companies.

Certain non-GAAP measures and certain other industry measures relating to our operations and financial performance such as EBITDA, EBITDA margin, profit (loss) for the period from operations, profit (loss) for the period from operations margin and Net Debt / EBITDA ratio have been included in this Draft Red Herring Prospectus. We compute and disclose such non-GAAP measures and such other industry related statistical information relating to our operations and financial performance as we consider such information to be useful measures of our business and financial performance, and because such measures are frequently used by securities analysts, investors and others to evaluate the operational performance of seaborne logistics companies, many of which provide such non-GAAP measures and other industry related statistical and operational information. Such supplemental financial and operational information is therefore of limited utility as an analytical tool, and investors are cautioned against considering such information either in isolation or as a substitute for an analysis of our audited financial statements as reported under applicable accounting standards disclosed elsewhere in this Draft Red Herring Prospectus.

These non-GAAP measures and such other industry related statistical and other information relating to our operations and financial performance may not be computed on the basis of any standard methodology that is applicable across the industry and are not measures of operating performance or liquidity defined by generally accepted accounting principles, and therefore may not be comparable to financial measures and industry related statistical information of similar nomenclature that may be computed and presented by other manufacturing companies. For further information, see “Management’s Discussion and Analysis of Financial Position and Results of Operations – Non-GAAP Measures” on page 267.

35. All our vessels are Indian flagged and owned which enables us to take advantage of the cabotage laws. Any changes to such cabotage law may adversely affect our business, financial condition and results of operations. Further, we will be at a disadvantage with respect to certain foreign jurisdictions due to their cabotage laws.

It is a common practice followed in liquid seaborne transportation economies across the world where a preference and a right of first refusal is given to the vessels which are flagged locally when a tender for transportation of crude oil or liquid products is invited. Accordingly, Indian flagged vessels have the right of first refusal on a tender for transportation by Indian oil companies as any price quoted by owners of a foreign-flagged vessel is offered to the owners of an Indian flagged vessel. If the owner of an Indian flagged vessel is able to match the price, the charter is awarded to such Indian flagged vessel.

As all our vessels are owned and flagged in India and are classed under the Indian Register of Shipping, we can and do take advantage of the right of first refusal in respect of charter tenders by Indian oil companies. However, we may have to incur higher expenditure to meet the manning requirements prescribed for India flagged vessels as compared to our competitors whose vessels are flagged under different jurisdictions. We may also have to incur additional expenditures at various international ports where there is a requirement to engage local agents for certain services and as a result our business margins may be affected which would impact our business and results of operations.

While we do take advantage of the right of first refusal in respect of charter tenders for transportation of crude oil or liquid products by Indian companies, we will be at a disadvantage when it comes to certain foreign jurisdictions since the vessels flagged locally in such foreign jurisdictions would get a preference over us when it comes to charter tenders for transportation of crude oil or liquid products by companies in such jurisdictions.

Further, if the cabotage law in India is amended in any way or the preference to Indian flagged vessels is withdrawn, we would no longer have an advantage over foreign flagged vessels. This could, as a result, affect our business, financial condition and results of operations. For instance, the cabotage rules were recently amended by way of guidelines issued by the DGS on January 14, 2021, under which the order of preference for right of refusal in bidding for tenders is given first to Indian built, Indian flagged and Indian owned vessels followed by foreign built, Indian flagged and Indian owned vessels and lastly to Indian built, foreign flagged and foreign owned vessels. Additionally, as per Gibson Shipbrokers' data, as of 2020 end, only one vessel in Indian flagged tanker fleet was built in India. Majority of the vessels were built at shipyards in South Korea, Japan and China (*Source: CRISIL Report*). However, the DGS has deemed all Indian flagged vessels as on the midnight of January 15, 2021 as 'Indian built' for the purpose of bidding for tenders by Indian oil companies. While this renders our entire fleet as Indian built and gives us first preference in matching a lower priority bid, any subsequent changes to the circular or a revocation of such deeming provision may result in our vessels not being considered as being Indian built, thereby adversely affecting our criteria in bidding for tenders, which may affect our business and prospects.

36. *We cannot assure payment of dividends on the Equity Shares in the future.*

Our Company has no formal dividend policy. The amount of future dividend payments by us, if any, will depend on a number of factors, including but not limited to outlook for the economy, outlook for the industry, the business environment for our Company's business, the profitability of our Company, capital requirements for future expansion plans, rate of dividend distribution tax, restrictive covenants under loans or financing agreements which our Company is currently availing of or may enter in to finance our fund requirements for our business activities, contractual obligations, applicable legal restrictions and overall financial position of our Company. We may decide to retain all of our Company's earnings to finance the development and expansion of our Company's business and therefore, our Company may not declare dividends on the Equity Shares. Further, the amounts paid as dividends in the past are not necessarily indicative of our Company's dividend policy or dividend amounts, if any, in the future. We cannot assure you that we will generate sufficient revenues to cover our operating expenses and, as such, pay dividends to our Shareholders in the future consistent with our past practices, or at all. For further information on amounts paid as dividends in the past, see "*Dividend Policy*" on page 205.

37. *The smuggling of prohibited substances and contraband onto our vessels may lead to governmental claims against us.*

In the event that, our vessels are called in ports where smugglers attempt to hide drugs and other contraband on vessels, with or without the knowledge of crew members and to the extent our vessels are found with contraband, whether inside or attached to the hull of our vessel and whether with or without the knowledge of any of our crew, we may face governmental or other regulatory actions which could have an adverse effect on our business, results of operations, cash flows, financial condition and ability to pay dividends.

38. *Technological innovation could reduce the amount of charter payments we receive and the value of our vessels.*

The charter rates and the value and operational life of a vessel are determined by a number of factors including the vessel's efficiency, operational flexibility and physical life. Efficiency includes speed, fuel economy and the ability to load and discharge cargo quickly. Flexibility includes the ability to enter harbors, utilize related docking facilities and pass through canals and straits. The length of a vessel's physical life is related to its original design and construction, its maintenance and the impact of the stress of operations. If new tankers are built that are more efficient or more flexible or have longer physical lives than our vessels, competition from these more technologically advanced vessels could adversely affect the amount of charter payments we receive for our vessels once their current charters expire and the resale value of our vessels could significantly decrease. As a result, our business, financial condition, operating results, ability to pay dividends or the trading price of our common shares could be adversely affected.

39. *Climate change and greenhouse gas restrictions may adversely impact our operations and markets.*

Due to concern over the risks of climate change, a number of countries and the IMO have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emission from ships. These regulatory measures may include adoption of cap and trade regimes, carbon taxes, increased efficiency standards and incentives or mandates for renewable energy. Although emissions of greenhouse gases from seaborne logistics is currently not subject to the Paris Agreement, a new treaty may be adopted in the future that includes additional restrictions on shipping emissions to those already adopted under MARPOL, and some countries have made voluntary pledges to control the emissions of greenhouse gasses. The IMO has approved two new sets of mandatory requirements to address greenhouse gases from ships: the Energy Efficiency Design Index and the Ship Energy Efficiency Management plan. Compliance with future changes in laws and regulations relating to climate change could increase the costs of operating and maintaining our vessels and could require us to install new emission controls, as well as acquire allowances, pay taxes related to our greenhouse gas emissions or administer and manage a greenhouse gas emissions program. Revenue generation and strategic growth opportunities may also be adversely affected.

40. *We are dependent on a number of Key Management Personnel, including our senior management, and the loss of or our inability to attract or retain such persons could adversely affect our business, results of operations and financial condition.*

We are dependent upon the collective services of all the members of our Company's senior management team, including, among others, certain of our Promoters, who oversee our day-to-day operations, strategy and growth of our business, managers and onboard officers. The loss of or inability to attract or retain, the services of any of these persons or several of these persons could have an adverse effect on our business. In particular, the expertise, experience and services of Thomas Wilfred Pinto, our Promoter and other members of our senior management team, including our Key Management Personnel helps us to execute our growth strategy and have been integral to our business. For further information, see “*Our Management*” on page 175. If one or more of these Key Management Personnel are unwilling or unable to continue in their present positions, we may not be able to replace them with persons of comparable skill and expertise promptly or at all, which could have a material adverse effect on our business, financial results and prospects. We may take a long time to hire and train replacement personnel when skilled personnel terminate their employment with our Company. We may also be required to increase our levels of employee compensation more rapidly than in the past to remain competitive in attracting skilled employees that our business requires. We do not maintain a key man insurance policy to cover us for the loss we would incur if we are unable to retain any of our Key Management Personnel.

Moreover, we may be required to substantially increase the number of our senior management team in connection with any future growth plans, and we may face difficulties in doing so due to the competition and paucity in the industry for such personnel. Our failure to hire or retain qualified personnel could materially impair our ability to implement any plan for growth and expansion.

41. We may be unable to attract and retain sufficient qualified and trained employee base which may adversely affect our business.

An experienced in-house team is one of the critical aspects for the success of our business operation. Our continued success depends in part upon our ability to attract, motivate and retain a sufficient number of qualified employees. As we intend to grow our total number of vessels, we will need experienced manpower that has the relevant industry and domain knowledge. We cannot assure you that we will be able to find or hire personnel with the necessary experience or expertise to perform the necessary functions. In the event that we are unable to hire people with the necessary knowledge or the necessary expertise, our business may be severely disrupted, and our financial condition and results of operations may be adversely affected.

42. We may suffer an uninsured loss, and we do not maintain general insurance cover protecting against all risks or lawsuits we may face.

The operation of ocean-going vessels carries an inherent risk of loss caused by adverse weather conditions, environmental mishaps, fire, mechanical failure, collisions, human error, war, terrorism, piracy, political action in various countries and other circumstances or events. Any such event may result in loss of life or property, loss of revenues or increased costs and could result in significant litigation against us.

We seek to maintain a comprehensive insurance coverage at commercially reasonable rates, although premiums charged by insurance companies tend to fluctuate in response to market events over which we have no control, such as the global economic downturn and disruption to the logistics industry as a result of the COVID-19 pandemic. We believe that our current coverage is adequate to protect against most of the accident-related risks involved in the conduct of our business. For instance, one of our vessels caught fire in Fiscal 2018 and was severely damaged. While the vessel was treated as a constructive total loss by the insurance firm and the Company received the entire insurance declared value as claim, there can be no assurance that any future claims will be fully paid or be adequately covered. Generally, all of our operational activities are covered by insurance, but we do not maintain general insurance coverage protecting against all lawsuits brought against us, and we may not be covered for certain types of claims, depending on their subject matter. See “*Our Business — Insurance*” on page 155.

There can be no assurance that all risks are fully insured against, that any particular claim will be fully paid or that we will be able to procure adequate insurance coverage at commercially reasonable rates in the future. If we were to sustain significant losses in the future, our ability to obtain insurance coverage or coverage at commercially reasonable rates could be materially adversely affected.

43. We have in the past entered into related party transactions and may continue to do so in the future, which may potentially involve conflicts of interest with certain of our Promoters and Shareholders.

We have entered into various transactions with related parties. While we believe that all such transactions have been conducted at an arm's length basis, we cannot assure you that we could not have achieved more favourable terms had we entered into such transactions with other third parties. It is likely that we may enter into related party transactions in the future. Further, we cannot assure you that we will receive similar terms in our related party transactions in the future. Such future related party transactions may potentially involve conflicts of interest. For further information on our related party transactions, see “*Related Party Transactions*” on page 248. For further information on the interest of our Promoters, Directors and Key Management Personnel, see “*Our Promoters and Promoter Group*”, and “*Our Management*” on pages 197 and 175.

Further, the Companies Act, 2013 and the Listing Regulations have brought into effect significant changes to the framework governing related party transactions, including specific compliance requirements such as obtaining prior approval from the audit committee, board of directors and shareholders for related party transactions. We have adopted a policy for determining the

materiality threshold above which any related party transaction should be subject to the approval of the Shareholders, which we are currently in the process of revising. Given the nature of approvals required, we cannot assure you of our ability to undertake such transactions going forward, nor can we assure you that such transactions, individually or in the aggregate, will always be in the best interests of our Shareholders and that such transactions will not have an adverse effect on our business, results of operations, cash flows and financial condition. For further information regarding our related party transactions, please see “*Related Party Transactions*” on page 248.

44. *Inability to obtain, maintain or renew requisite statutory and regulatory permits and approvals for our business operations could materially and adversely affect our business, prospects, results of operations and financial condition.*

We require certain approvals, licenses, registrations, certifications and permissions under central, state and local government rules in India, generally for operating our business. For further information on applicable regulation and approvals relating to our business and operations, see “*Key Regulations and Policies in India*” and “*Government and Other Approvals*” on page 158 and 297, respectively. A majority of these approvals are granted for a limited duration and require renewal. We need to apply for certain approvals, including the renewal of approvals that expire from time to time, in relation to our vessels, in the ordinary course of our business. For instance, the cargo ship safety construction certificate and the cargo ship safety radio certificate for our vessel M.T. Classic have expired. For details in relation to our material approvals which have expired, see “*Government and Other Approvals*” on page 297. Further, the approvals required by our Company are subject to conditions and we cannot assure you that these would not be suspended or revoked in the event of non-compliance or alleged non-compliance with all terms or condition thereof, or pursuant to any regulatory action. If we fail to comply with applicable regulations or if the regulations governing our business are amended, we may incur increased costs, be subject to penalties, have our approvals and permits revoked or suffer disruption in our operations, all of which could adversely affect our business. If we fail to obtain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, or comply with the conditions stipulated therein, our business may be adversely affected.

45. *Our funding requirements and proposed deployment of the Net Proceeds have not been appraised by a bank or a financial institution and if there are any delays or cost overruns, our business, financial condition and results of operations may be adversely affected.*

We intend to use the Net Proceeds for the purposes described in the “*Objects of the Offer*” on page 82. The funding requirements mentioned as a part of the objects of the Offer have not been appraised by any bank or financial institution. While a monitoring agency will be appointed for monitoring utilisation of the Net Proceeds, the proposed utilisation of the Net Proceeds is based on current conditions, internal management estimates, estimates received from the broker and third party agencies and are subject to changes in the external circumstances or costs, or in other financial condition, business or strategy as discussed further below. Based on the competitive nature of our industry and the limited availability of VLCCs in the secondary market, we may have to revise our business plan and / or management estimates from time to time and consequently our funding requirements may also change. Our internal management estimates may exceed fair market value or the value that would have been determined by third party appraisals, which may require us to reschedule or reallocate our capital expenditure and may have an adverse impact on our business, financial condition, results of operations and cash flows.

Further, pending utilisation of Net Proceeds towards the Objects, our Company will have the flexibility to deploy the Net Proceeds and to deposit the Net Proceeds temporarily in deposits with one or more scheduled commercial banks included in the Second Schedule of the Reserve Bank of India Act, 1939. Accordingly, prospective investors in the Offer will need to rely on our management’s judgment with respect to the use of Net Proceeds. If we are unable to enter into arrangements for utilisation of the Net Proceeds as expected and assumed by us in a timely manner or at all, we may not be able to derive the expected benefits from the Net Proceeds and our business and financial results may suffer.

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

Our business is dependent upon information technology systems, including internet-based systems, to support business processes. We also utilize IT solutions that cover various aspects of our operations. The complexity of our computer systems may make them potentially vulnerable to breakdown, malicious intrusion and computer viruses. We cannot assure you that we will not encounter disruptions to our information technology systems in the future and any such disruption may result in the loss of key information or disruption of our business processes, which could adversely affect our business and results of operations. In addition, our systems are potentially vulnerable to data security breaches, whether by employees or others that may expose sensitive data to unauthorized persons. Such data security breaches could lead to the loss of trade secrets or other intellectual property, or could lead to the public exposure of personal information (including sensitive personal information) of our employees, customers and others. Any such security breaches could have an adverse effect on our business and reputation.

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

We propose to utilise the Net Proceeds for funding the acquisitions of a VLCC and MR vessel in the secondary market. For further information on the proposed objects of the Offer, see “*Objects of the Offer*” beginning on page 82. At this stage, we cannot

determine with any certainty if we would require the Net Proceeds to meet any other expenditure or fund any exigencies arising out of the competitive environment, business conditions, economic conditions or other factors beyond our control. In accordance with Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilisation of the Net Proceeds or in the terms of any contract as disclosed in this Draft Red Herring Prospectus without obtaining the approval of the Shareholders 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 in a timely manner, or at all. Any delay or inability in obtaining such approval of the Shareholders may adversely affect our business or operations.

In addition, our Promoters would be required to provide an exit opportunity to the Shareholders who do not agree with our proposal to change the objects of the Offer, at a price and in a manner as prescribed by SEBI. Additionally, the requirement on our Promoters to provide an exit opportunity to such dissenting Shareholders may deter the Promoters from agreeing to the variation of the proposed utilisation of the Net Proceeds, even if such variation is in the interest of our Company. Further, we cannot assure you that our Promoters of our Company will have adequate resources at their disposal at all times to enable them to provide an exit opportunity at the price prescribed by SEBI.

In light of these factors, we may not be able to undertake variation of objects of the Offer to use any unutilised Net Proceeds, 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 unutilised portion of the Net Proceeds, if any, or varying the terms of contract, which may adversely affect our business and results of operations.

48. We are yet to place orders for purchase of vessels, and may not be able to derive the expected benefits of the deployment of the Net Proceeds, in a timely manner, or at all.

We propose to utilise the Net Proceeds for funding the acquisition of VLCC vessel and MR vessel from the secondary market. We have not entered into any definitive agreements for purchase of such VLCC vessel and MR vessel; and our actual expenditure could be higher than our management estimates.

Any delays or failure in the identification and purchase of such VLCC vessel and MR vessel in the secondary market may mean that we may not achieve the economic benefits expected from such investment which could impact our business, financial condition and results of operations. Further, we may have to revise our expenditure and funding requirements as a result of variation in actual costs, estimates, or other external factors, which may not be within the control of our management. This may entail revising or cancelling planned expenditure and funding requirements. As a consequence of any increased costs, our actual deployment of funds may be higher than our management estimates and may cause an additional burden on our finance plans, as a result of which, our business, financial condition, results of operations and cash flows could be materially and adversely impacted. For further information, see “*Objects of the Offer*” beginning on page 82.

Additionally, various risks and uncertainties, including those set out in this “*Risk Factors*” section, may limit or delay our efforts to use the Net Proceeds and to achieve profitable growth in our business.

49. Our Company will not receive any proceeds from the Offer for Sale portion and the Promoter Selling Shareholders shall be entitled to the Offer Proceeds to the extent of the Equity Shares offered by them in the Offer for Sale.

The Offer comprises of an offer for sale of such number of Equity Shares aggregating up to ₹ 2,000 million by the Promoter Selling Shareholders. Therefore, our Promoters are interested in the Offer Proceeds to the extent of the Equity Shares offered by them in the Offer for Sale. The entire proceeds from the Offer for Sale will be paid to the Selling Shareholders in proportion of their respective portion of the Offered Shares transferred pursuant to the Offer for Sale, and our Company will not receive any such proceeds. See “*Capital Structure*” and “*Objects of the Offer*” beginning on pages 70 and 82, respectively.

50. Our Group Company, SILPL has incurred losses and reported negative net worth in the past and may incur losses in the future.

Our Group Company, SILPL has incurred losses during Fiscal 2018, 2019, 2020 and in the nine months ended December 31, 2020, and reported negative net worth as of March 31, 2018 and 2019, as set out below:

Financial Year	Profit / (Loss) after tax	Net Worth
	(₹ million)	
Fiscal 2018	4.88	(5.01)
Fiscal 2019	1.90	(3.11)
Fiscal 2020	(8.14)	7.75

There can be no assurance that our Group Company, SILPL will not incur losses in the future which may have an adverse effect on our reputation and business.

51. *Certain premises including our Registered and Corporate Office are not owned by us and we have only leave and license rights over it. In the event we lose such rights or are required to negotiate it, our cash flows, business, financial conditions and results of operations could be adversely affected.*

The premises on which our Registered and Corporate Office is situated has been licensed to us by SILPL, a member of our Promoter Group and also our Group Company for a period of 60 months from November 1, 2019 to October 31, 2024, April 1, 2016 to March 31, 2021 and February 1, 2017 to January 31, 2022. We are required to pay a license fee of ₹ 0.85 million, ₹ 0.80 million and ₹ 0.60 million, respectively, per month and such arrangement may be terminated by SILPL by giving us a three months' notice regarding the leave and license agreement for the period between April 1, 2016 to March 31, 2021 and a two months' notice for the remaining two agreements. We have also licensed additional office space from SILPL for a period of 60 months from October 1, 2019 to September 30, 2024. We are required to pay a license fee of ₹ 0.85 million per month and such arrangement may be terminated by SILPL by giving two months' notice after the lock-in period of 24 months expiring on September 30, 2021. If SILPL decides to renegotiate or terminate such arrangements, we may suffer a disruption in our operations and increase our expenses.

52. *Industry information included in this Draft Red Herring Prospectus has been derived from an industry report commissioned by us for such purpose. There can be no assurance that such third-party statistical, financial and other industry information is either complete or accurate.*

We have availed the services of an independent third party research agency, CRISIL Limited, to prepare an industry report titled "Analysis of Indian and global liquid seaborne logistics" dated January 2021, for purposes of inclusion of such information in this Draft Red Herring Prospectus. We have commissioned this report for the purpose of confirming our understanding of the liquid seaborne logistics industry in India. Neither we, nor the BRLM, our Directors, our Promoters or any of their respective affiliates or advisors nor any other person connected with the Offer has verified the industry and third party information in the commissioned report. Although the commissioned report is based on information obtained from sources that we believe is considered reliable, it does not guarantee the accuracy, adequacy or completeness of such information. While we have taken reasonable care in the reproduction of the information, the information has not been prepared or independently verified by us, the BRLM, our Directors, our Promoters or any of their respective affiliates or advisors and, therefore, we make no representation or warranty, express or implied, as to the accuracy or completeness of such facts or statistics. The CRISIL Report highlights certain industry and market data and is subject to various limitations and is based upon certain assumptions that may be subjective in nature. The CRISIL Report uses certain methodologies for market sizing and forecasting. Methodologies and assumptions vary widely among different industry sources. Further, such assumptions may change based on various factors. We cannot assure you that the assumptions made by CRISIL are correct or will not change and accordingly, our position in the market may differ from that presented in this Draft Red Herring Prospectus. Further, the CRISIL Report is not a recommendation to invest or divest in the Equity Shares. Prospective investors are advised not to unduly rely on the commissioned report or extracts thereof as included in this Draft Red Herring Prospectus, when making their investment decisions.

53. *The average cost of acquisition of Equity Shares by the Promoter Selling Shareholders may be significantly lower than the Offer Price.*

Thomas Wilfred Pinto, Leena Metylda Pinto and FIHM have acquired Equity Shares at an average cost which may be significantly lower than the Floor Price. Accordingly, the average cost of acquisition of Equity Shares by the Promoter Selling Shareholders should not be taken to be indicative of the Price Band, Offer Price or the trading price of our Equity Shares after listing. For details in relation to the average cost acquisition of Equity Shares by the Promoter Selling Shareholders, please see, "Summary of the Offer Document" on page 20.

54. *Inability to obtain intellectual property registrations may adversely affect our competitive business position.*

Our Company has filed four applications for the registration of "Seven Islands" along with the device, "Seven Islands Connecting life by anchoring trust" along with the device and "Connecting life by anchoring trust" under classes 16 and 35. While three of these applications have been rejected, one of them has been abandoned.

There may be instances where our applications for trademark or other intellectual property registrations are abandoned, refused, objected or are opposed to. In the absence of registration, we may be subject various risks including but not limited to infringement or passing off of our name by a third party. Any legal proceedings pursuant to such claims, or settlements thereunder, may divert management attention and require us to pay financial compensation to such third parties. There can be no assurance that we will be able to register the logo or our other trademarks or that third parties will not infringe our intellectual property, causing damage to our business prospects, reputation and goodwill.

55. *Certain jurisdictions that we may operate in may be subject to sanctions.*

U.S. law generally prohibits U.S. persons from directly or indirectly investing or otherwise doing business in or with certain countries that are the subject of comprehensive sanctions and with certain persons or businesses that have been specially designated by the OFAC or other U.S. government agencies. Other governments and international or regional organizations also

administer similar economic sanctions. Our customers may be located in jurisdictions to which certain OFAC-administered and other sanctions apply, or our customers may be doing business with, or are located in, countries to which certain OFAC-administered and other sanctions apply, and our vessels may be used to operate in countries subject to international sanctions. Although we believe we have compliance systems in place that are sufficient to block prohibited transactions, there can be no assurance that we will be able to fully monitor all of our transactions for any potential violation. For instance, we have in the past received correspondence from the United Nations Security Council in relation to one of our vessels being engaged in operations with a vessel flagged under the Democratic People's Republic of Korea and suspected to be on the sanctioned list. Although we do not believe that we are in violation of any applicable sanctions, if it were determined that transactions in which we participate violate U.S. or other sanctions, we could be subject to U.S. or other penalties, and our reputation and future business prospects in the United States or with U.S. persons, or in other jurisdictions, could be adversely affected. We rely on our staff to be up-to-date and aware of the latest sanctions in place. Further, investors in the Equity Shares could incur reputational or other risks as the result of our customers' dealings in or with countries or with persons that are the subject of U.S. sanctions.

56. We have in the past not complied with the corporate social responsibility requirements under the Companies Act, 2013

Companies meeting certain financial thresholds are also required to constitute a committee of the board of directors for corporate social responsibility activities and ensure that at least 2% of the average profit/(loss) before tax of the company during three immediately preceding financial years are utilized for corporate social responsibility activities. Penalties for instances of non-compliance have been prescribed under the Companies Act, 2013, which may result in inter alia, our Company, Directors and Key Managerial Employees being subject to such penalties and formal actions as prescribed under the Companies Act, 2013. For instance, we received a request for information and subsequently a reminder from the MCA dated December 3, 2018 and March 12, 2019, alleging we had failed to comply with the requirement of Section 134 (3)(o) and Section 135 of the Companies Act, 2013 regarding corporate social responsibility for the Fiscal 2016. Thereafter, we filed the eForm CSR on March 15, 2019 and the same was approved by the MCA on March 18, 2019. There can be no assurance that the relevant authorities or MCA will not take cognizance of our alleged non-compliance and impose penalties on us in this regard. Additionally, we have spent less than the prescribed amount under the Companies Act, 2013 for corporate social responsibility for the past six years. We cannot assure you that no penalties will be imposed on us or our Directors and Key Managerial Personnel regarding such non-compliance in the future, the costs of which may be significant, and which may have an adverse impact on our business, financial condition and reputation.

EXTERNAL RISK FACTORS

57. Government of India could requisition our vessels during a period of war or emergency without adequate compensation, resulting in loss of earnings.

A government could requisition or seize one or more of our vessels for title or for hire. Requisition for title occurs when a government takes control of a vessel and becomes her owner. Also, the Government of India could requisition our vessels for hire. Requisition for hire occurs when a government takes control of a vessel and effectively becomes her charterer at dictated charter rates. Generally, requisitions occur during a period of war or emergency. Government requisition of one or more of our vessels may negatively impact our operating results, revenues and costs.

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

The Indian economy and its securities markets are influenced by economic developments and volatility in securities markets in other countries. Investors' reactions to developments in one country may have adverse effects on the market price of securities of companies located elsewhere, including India. Adverse economic developments, such as rising fiscal or trade deficit, in other emerging market countries may also affect investor confidence and cause increased volatility in Indian securities markets and indirectly affect the Indian economy in general. Any of these factors could depress economic activity and restrict our access to capital, which could have an adverse effect on our business, financial condition and results of operations and reduce the price of our Equity Shares. Any financial disruption could have an adverse effect on our business, future financial performance, shareholders' equity and the price of our Equity Shares.

We are dependent on domestic, regional and global economic and market conditions. Our performance, growth and market price of our Equity Shares are and will be dependent to a large extent on the health of the economy in which we operate. There have been periods of slowdown in the economic growth of India. Demand for our services may be adversely affected by an economic downturn in domestic, regional and global economies. Economic growth is affected by various factors including domestic consumption and savings, balance of trade movements, namely export demand and movements in key imports, global economic uncertainty and liquidity crisis, volatility in exchange currency rates. Consequently, any future slowdown in the economy could harm our business, results of operations and financial condition. Also, a change in the government or a change in the economic and deregulation policies could adversely affect economic conditions prevalent in the areas in which we operate in general and our business in particular and high rates of inflation in India could increase our costs without proportionately increasing our revenues, and as such decrease our operating margins.

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

Natural disasters (such as typhoons, flooding and earthquakes), epidemics, pandemics such as COVID-19, acts of war, terrorist attacks and other events, many of which are beyond our control, may lead to economic instability, including in India or globally, which may in turn materially and adversely affect our business, financial condition and results of operations. Our operations may be adversely affected by fires, natural disasters and/or severe weather, which can result in damage to our vessels and generally reduce our productivity and may require us to evacuate personnel, dock unexpectedly, and suspend operations. Any terrorist attacks or civil unrest as well as other adverse social, economic and political events in India or countries that we transport products from, 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 the Equity Shares. A number of countries in Asia, including India, as well as countries in other parts of the world, are susceptible to contagious diseases and, for example, have had confirmed cases of diseases such as the highly pathogenic H7N9, H5N1 and H1N1 strains of influenza in birds and swine and more recently, the COVID-19 virus. A worsening of the current outbreak of COVID-19 pandemic or future outbreaks of COVID-19 virus or a similar contagious disease could adversely affect economic activity in the region. As a result, any present or future outbreak of a contagious disease could have a material adverse effect on our business and the trading price of the Equity Shares.

60. *Significant differences exist between Ind AS and other accounting principles, such as Indian GAAP, U.S. GAAP and IFRS, which investors may be more familiar with and may consider material to their assessment of our financial condition. Accordingly, financial information required to be disclosed by our direct and indirect shareholders under IFRS or other accounting standards applicable under their respective regulatory regimes will not be comparable to the financial information relating to the Company disclosed herein.*

Our Restated Financial Statements for Fiscal 2018, 2019 and 2020, and for the nine months ended December 31, 2020 have been derived from our audited financial statements as at and for the nine months ended December 31, 2020 prepared in accordance with Ind AS 34, and our audited financial statements as at and for the year ended March 31, 2020, March 31, 2019 and March 31, 2019, prepared in accordance with Ind AS and restated in accordance with the SEBI ICDR Regulations and the ICAI Guidance Note.

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

Under certain disclosure obligations applicable to FIH Mauritius Investments Ltd. under the laws of Ontario, Canada and regulations of the Ontario Securities Commission and other applicable regulatory authorities, FIH Mauritius Investments Ltd. is required to calculate and publicly disclose certain information with respect to the fair value measurement with respect to its investment in the Company, as calculated under IFRS and / or other applicable accounting standards. Such fair value measurement involves, among other factors, a discounted cash flow analysis based on multi-year cash flow projections with various assumptions with respect to after-tax discount rates and long term growth rates. Any such fair value measurement information prepared on the basis of various assumptions and estimates based on the internal valuation model of FIH Mauritius Investments Ltd. is not, and will not be, comparable to the financial information relating to the Company disclosed herein derived from our audited financial statements as at and for the nine months ended December 31, 2020 prepared in accordance with Ind AS 34, and our audited financial statements as at and for the year ended March 31, 2020, March 31, 2019 and March 31, 2019, prepared in accordance with Ind AS and restated in accordance with the SEBI ICDR Regulations and the ICAI Guidance Note, and accordingly should not be taken into account by any potential investor for purposes of any investment decision.

61. *A downgrade in ratings of India, may affect the trading price of the Equity Shares.*

Our borrowing costs and our access to the debt capital markets depend significantly on the credit ratings of India. India's sovereign rating decreased from Baa2 with a "negative" outlook to Baa3 with a "negative" outlook by Moody's and from BBB with a "stable" outlook to BBB with a "negative" outlook (Fitch) in June 2020; and from BBB "stable" to BBB "negative" by DBRS in May 2020. India's sovereign ratings from S&P is BBB-with a "stable" outlook. Any further adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing. A downgrading of India's credit ratings may occur, for example, upon a change of government tax or fiscal policy, which are outside our control. This could have an adverse effect on our ability to fund our growth on favorable terms and consequently adversely affect our business and financial performance and the price of the Equity Shares.

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

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, including conditions in the United States, Europe and certain emerging economies in Asia. Financial turmoil in Asia, Russia and elsewhere in the world in recent years has adversely affected the Indian economy. Any worldwide financial instability may cause increased volatility in the Indian financial markets and, directly or indirectly, adversely affect the Indian economy and financial sector and us. Although economic conditions vary across markets, loss of investor confidence in one emerging economy may cause increased volatility across other economies, including India. Financial instability in other parts of the world could have a global influence and thereby negatively affect the Indian economy. Financial disruptions could materially and adversely affect our business, prospects, financial condition, results of operations and cash flows. Further, economic developments globally can have a significant impact on our principal markets. Concerns related to a trade war between large economies may lead to increased risk aversion and volatility in global capital markets and consequently have an impact on the Indian economy. Following the United Kingdom's exit from the European Union ("**Brexit**"), there remains significant uncertainty around the terms of their future relationship with the European Union and, more generally, as to the impact of Brexit on the general economic conditions in the United Kingdom and the European Union and any consequential impact on global financial markets. For example, Brexit could give rise to increased volatility in foreign exchange rate movements and the value of equity and debt investments. Financial instability in other parts of the world could have a global influence and thereby negatively affect the Indian economy.

In addition, China is one of India's major trading partners and there are rising concerns of a possible slowdown in the Chinese economy as well as a strained relationship with India, which could have an adverse impact on the trade relations between the two countries. In response to such developments, legislators and financial regulators in the United States and other jurisdictions, including India, implemented a number of policy measures designed to add stability to the financial markets. However, the overall long-term effect of these and other legislative and regulatory efforts on the global financial markets is uncertain, and they may not have the intended stabilizing effects. Any significant financial disruption could have a material adverse effect on our business, financial condition and results of operation. These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets and may significantly reduce global market liquidity, restrict the ability of key market participants to operate in certain financial markets or restrict our access to capital. This could have a material adverse effect on our business, financial condition and results of operations and reduce the price of the Equity Shares.

63. If there is any change in laws or regulations, including taxation laws, or their interpretation, such changes may significantly affect our financial statements.

Any change in Indian tax laws could have an effect on our operations. For instance, the Taxation Laws (Amendment) Ordinance, 2019, a tax ordinance issued by India's Ministry of Finance on September 20, 2019, prescribed certain changes to the income tax rate applicable to companies in India. According to this new ordinance, companies could henceforth voluntarily opt in favor of a concessional tax regime (subject to no other special benefits/exemptions being claimed), which would ultimately reduce the effective tax rate for Indian companies from 34.94% to approximately 25.17%. Any such future amendments may affect the manner in which we are subject to taxes. Any adverse order passed by the appellate authorities/ tribunals/ courts would have an effect on our profitability.

The Finance Act, 2020 ("**Finance Act**"), has, amongst others things, provided a number of amendments to the direct and indirect tax regime, including, without limitation, a simplified alternate direct tax regime and that dividend distribution tax ("**DDT**"), will not be payable in respect of dividends declared, distributed or paid by a domestic company after March 31, 2020, and accordingly, such dividends would not be exempt in the hands of the shareholders, both resident as well as non-resident and are likely be subject to tax deduction at source. The Company may or may not grant the benefit of a tax treaty (where applicable) to a non-resident shareholder for the purposes of deducting tax at source from such dividend. Investors should consult their own tax advisors about the consequences of investing or trading in the Equity Shares.

In addition, we are subject to tax related inquiries and claims. We may be particularly affected by claims from tax authorities on account of income tax assessment, service tax and GST that combines taxes and levies by the central and state governments into one unified rate of interest with effect from July 1, 2017. 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. The Government has enacted the GAAR which has come into effect from April 1, 2017.

Further, the Finance Act, 2019 stipulates any sale, transfer and issue of securities through exchanges, depositories or otherwise to be charged with stamp duty. The Finance Act, 2019 has also clarified that the liability to pay stamp duty in case of sale of securities through stock exchanges will be on the buyer, while in other cases of transfer for consideration through a depository, the onus will be on the transferor. The stamp duty for transfer of securities other than debentures, on a delivery basis is specified at 0.015% and on a non-delivery basis is specified at 0.003% of the consideration amount. As such, there is no certainty on the impact that the Finance Act, 2019 may have on our Company's business and operations.

Further, the Government of India has announced the union budget for Fiscal 2021, pursuant to which the Finance Act, effective

from July 1, 2020, has introduced various amendments. As such, there is no certainty on the impact that the Finance Act, 2020 may have on our business and operations or on the industry in which we operate. In addition, unfavourable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations including foreign investment laws governing our business, operations and group structure could result in us being deemed to be in contravention of such laws or may require us to apply for additional approvals. We may incur increased costs relating to compliance with such new requirements, which may also require management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may affect the viability of our current business or restrict our ability to grow our business in the future.

We cannot predict whether any new tax laws or regulations impacting our services will be enacted, what the nature and impact of the specific terms of any such laws or regulations will be or whether, if at all, any laws or regulations would have an adverse effect on our business.

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

Inflation rates in India have been volatile in recent years, and such volatility may continue in the future. India has experienced high inflation in the recent past. Increased inflation can contribute to an increase in interest rates and increased costs to our business, including increased costs of wages, fuel and bunker prices, and other expenses relevant to our business.

High fluctuations in inflation rates may make it more difficult for us to accurately estimate or control our costs. Any increase in inflation in India can increase our expenses, which we may not be able to adequately pass on to our customers, whether entirely or in part, and may adversely affect our business and financial condition. Further, the Government of India has previously initiated economic measures to combat high inflation rates, and it is unclear whether these measures will remain in effect. There can be no assurance that Indian inflation levels will not worsen in the future.

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

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

66. Investors may not be able to enforce a judgment of a foreign court against us.

Our Company is a company incorporated under the laws of India. A majority of our Company's Directors and officers are residents of India and a substantial portion of our assets and such persons are located in India. As a result, it may not be possible for investors to effect service of process upon our Company or such persons in jurisdictions outside India, or to enforce judgments obtained against such parties outside India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if that court was of the view that the amount of damages awarded was excessive or inconsistent with public policy, or if judgments are in breach or contrary to Indian law. In addition, a party seeking to enforce a foreign judgment in India is required to obtain approval from the RBI to execute such a judgment or to repatriate outside India any amounts recovered.

Recognition and enforcement of foreign judgments is provided for under Section 13 and Section 44A of the Code of Civil Procedure, 1908. India has reciprocal recognition and enforcement of judgments in civil and commercial matters with only a limited number of jurisdictions, such as the United Kingdom, United Arab Emirates, Singapore and Hong Kong. In order to be enforceable, a judgment from a jurisdiction with reciprocity must meet certain requirements established in the Indian Code of Civil Procedure, 1908. The Code of Civil Procedure, 1908 only permits the enforcement and execution of monetary decrees in the reciprocating jurisdiction, not being in the nature of any amounts payable in respect of taxes, other charges, fines or penalties. Judgments or decrees from jurisdictions which do not have reciprocal recognition with India, including the United States, cannot be enforced by proceedings in execution in India. Therefore, a final judgment for the payment of money rendered by any court in a non-reciprocating territory for civil liability, whether or not predicated solely upon the general laws of the non-reciprocating territory, would not be directly enforceable in India. The party in whose favour a final foreign judgment in a non-reciprocating territory is rendered may bring a fresh suit in a competent court in India based on the final judgment within three years of obtaining such final judgment. However, it is unlikely that a court in India would award damages on the same basis as a foreign court if an action were brought in India or that an Indian court would enforce foreign judgments if it viewed the amount of damages as excessive or inconsistent with the public policy in India.

Risks Relating to the Equity Shares and this Offer

67. The trading volume and market price of the Equity Shares may be volatile following the Issue.

The market price of the Equity Shares may fluctuate as a result of, among other things, the following factors, some of which are beyond our control:

- quarterly variations in our results of operations;
- results of operations that vary from the expectations of securities analysts and investors;
- results of operations that vary from those of our competitors;
- changes in expectations as to our future financial performance, including financial estimates by research analysts and investors;
- a change in research analysts' recommendations;
- announcements by us or our competitors of significant acquisitions, strategic alliances, joint operations or capital commitments;
- announcements by third parties or governmental entities of significant claims or proceedings against us;
- new laws and governmental regulations applicable to our industry;
- additions or departures of key management personnel;
- changes in exchange rates;
- fluctuations in stock market prices and volume; and
- general economic and stock market conditions.

Changes in relation to any of the factors listed above could adversely affect the price of the Equity Shares.

68. *The determination of the Price Band is subject to various factors and assumptions and the Offer Price of the Equity Shares may not be indicative of the trading price of the Equity Shares upon listing on the Stock Exchanges subsequent to the Offer. Further, the current trading price of equity shares listed pursuant to certain past issues handled by the BRLMs is below their respective issue price.*

The determination of the Price Band is based on various factors and assumptions and will be determined by our Company and the Selling Shareholder in consultation with the BRLMs. Further, the Offer Price of the Equity Shares will be determined by our Company and the Selling Shareholder in consultation with the BRLMs through the Book Building Process. This price is based on certain factors, as described under “*Basis for the Offer Price*” on page 89 and may not be indicative of the trading price of the Equity Shares, upon listing on the Stock Exchanges subsequent to the Offer. The trading price of the Equity Shares could be subject to significant fluctuations after the Offer and may decline below the Offer Price. We cannot assure that you will be able to resell the Equity Shares at or above the Offer Price. In addition to the above, the current trading price of equity shares listed pursuant to certain past issues handled by the BRLMs is below their respective issue price. For further information regarding the track record of the public issues handled by the BRLMs, see “*Other Regulatory and Statutory Disclosures – Price information of past issues handled by the BRLMs (during the current Fiscal and two Fiscals preceding the current Fiscal)*” on page 309.

69. *The Equity Shares have never been publicly traded and the Offer may not result in an active or liquid market for the Equity Shares. Further, the price of the Equity Shares may be volatile, and the investors may be unable to resell the Equity Shares at or above the Offer Price, or at all.*

Prior to the Offer, there has been no public market for the Equity Shares, and an active trading market on the stock exchanges may not develop or be sustained after the Offer. Listing and quotation does not guarantee that a market for the Equity Shares will develop, or if developed, the liquidity of such market for the Equity Shares. The market price of the Equity Shares may be subject to significant fluctuations in response to, among other factors, variations in our operating results, market conditions specific to the industry we operate in, developments relating to India and volatility in the Stock Exchanges and securities markets elsewhere in the world. There has been significant volatility in the Indian stock markets in the recent past, and the trading price of our Equity Shares after this Offer could fluctuate significantly as a result of market volatility or due to various internal or external risks, including but not limited to those described in this Draft Red Herring Prospectus. A decrease in the market price of our Equity Shares could cause you to lose some or all of your investment.

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

Under current Indian tax laws and regulations, unless specifically exempted, capital gains arising from the sale of equity shares in an Indian company are generally taxable in India. A securities transaction tax (“STT”) is levied on and collected by an Indian stock exchange on which equity shares are sold. Any gain realized on the sale of equity shares held for more than 12 months, which are sold using any other platform other than on a recognized stock exchange and on which no STT has been paid, are subject to long-term capital gains tax in India. Until March 31, 2018, any gain realized on the sale of equity shares, listed on a stock exchange and held for more than 12 months was not subject to capital gains tax in India if STT was paid on the transaction. However, with the enactment of the Finance Act, 2018 the exemption previously granted in respect of payment of long-term capital gains tax has been withdrawn and such taxes are now payable by the investors with effect from April 1, 2018. The Finance Act, 2018 provides that existing investors are eligible for relief on such capital gains accrued until January 31, 2018 and any long-term capital gains made after January 31, 2018 shall be subject to taxation.

The Finance Act, 2019 amended the Indian Stamp Act, 1899 with effect from July 1, 2020 clarified that, in the absence of a specific provision under an agreement, the liability to pay stamp duty in case of sale of securities through stock exchanges will be on the buyer, while in other cases of transfer for consideration through a depository, the onus will be on the transferor. The stamp duty for transfer of securities other than debentures on a delivery basis is specified at 0.015% and on a non-delivery basis is specified at 0.003% of the consideration amount. As such, there is no certainty on the impact that the Finance Act, 2019 may have on our Company's business and operations.

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. In cases where the seller is a non-resident, capital gains arising from the sale of the equity shares will be partially or wholly exempt from taxation in India in cases where the exemption from taxation in India is provided under a treaty between India and the country of which the seller is resident.

Historically, 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.

Further, we cannot predict whether any tax laws or other regulations impacting it will be enacted, or predict the nature and impact of any such laws or regulations or whether, if at all, any laws or regulations would have a material adverse effect on our business, financial condition, results of operations and cash flows.

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

The Equity Shares will be listed on the Stock Exchanges. Pursuant to applicable Indian laws, certain actions must be completed before the Equity Shares can be listed and trading in the Equity Shares may commence. Investors' book entry, or 'demat' accounts with depository participants in India, are expected to be credited with the Equity Shares within one working day of the date on which the Basis of Allotment is approved by the Stock Exchanges. The Allotment of Equity Shares in this Offer and the credit of such Equity Shares to the applicant's demat account with depository participant could take approximately six Working Days from the Bid Closing Date and trading in the Equity Shares upon receipt of final listing and trading approvals from the Stock Exchanges is expected to commence within six Working Days of the Bid Closing Date. There could be a failure or delay in listing of the Equity Shares on the Stock Exchanges. Any failure or delay in obtaining the approval or otherwise any delay in commencing trading in the Equity Shares would restrict investors' ability to dispose of their Equity Shares. There can be no assurance that the Equity Shares will be credited to investors' demat accounts, or that trading in the Equity Shares will commence, within the time periods specified in this risk factor. We could also be required to pay interest at the applicable rates if allotment is not made, refund orders are not dispatched or demat credits are not made to investors within the prescribed time periods.

72. Any future issuance of Equity Shares, or convertible securities or other equity linked instruments by us may dilute your shareholding and sale of Equity Shares by our Promoters may adversely affect the trading price of the Equity Shares.

We may be required to finance our growth through future equity offerings. Any future equity issuances by us, including a primary offering of Equity Shares, convertible securities or securities linked to Equity Shares including through exercise of employee stock options, may lead to the dilution of investors' shareholdings in our Company. Any future equity issuances by us or sales of our Equity Shares by the Promoters may adversely affect the trading price of the Equity Shares, which may lead to other adverse consequences including difficulty in raising capital through offering of our Equity Shares or incurring additional debt. In addition, any perception by investors that such issuances or sales might occur may also affect the market price of our Equity Shares. There can be no assurance that we will not issue Equity Shares, convertible securities or securities linked to Equity Shares or that our Shareholders will not dispose of, pledge or encumber their Equity Shares in the future.

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

Under foreign exchange regulations currently in force in India, transfer of shares between non-residents and residents are freely permitted (subject to certain restrictions), if they comply with the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares, which are sought to be transferred, is not in compliance with such pricing guidelines or reporting requirements or falls under any of the exceptions referred to above, then a prior regulatory approval will be required. Furthermore, in accordance with the FDI Policy, read along with the press note 3 of 2020, dated April 17, 2020, issued by the Department for Promotion of Industry and Internal Trade, Government of India, the FDI Policy has been recently amended to state that all foreign direct investments by entities incorporated in a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country will require prior approval of the Government of India and shall have to be in conformity with the applicable provisions of the FEMA. 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. Further, this conversion is subject to the equity shares having been held on a repatriation basis and, either the security having been sold in compliance with the pricing guidelines or, the

relevant regulatory approval having been obtained for the sale of equity shares and corresponding remittance of the sale proceeds. Further, in accordance with the FEMA Non-debt Instruments Rules and the FDI Policy, investments where the beneficial owner of the equity shares is situated in or is a citizen of a country which shares land border with India, can only be made through the Government approval route. We cannot assure investors that any required approval from the RBI or any other governmental agency can be obtained on any particular terms or at all. For further information, see “*Restrictions on Foreign Ownership of Indian Securities*” on page 343. Our ability to raise any foreign capital under the FDI route is therefore constrained by Indian law, which may adversely affect our business, financial condition, cash flows, results of operations and prospects.

74. Investors will be subject to market risks until the Equity Shares credited to the investor’s demat account are listed and permitted to trade.

Investors may begin trading the Equity Shares allotted to them only after they have been credited to an investor’s demat account, are listed and permitted to trade. Since the Equity Shares are currently not traded on the Stock Exchanges, investors will be subject to market risk from the date they pay for the Equity Shares to the date when trading approval is granted for the same. Further, there can be no assurance that the Equity Shares allocated to an investor will be credited to the investor’s demat account or that trading in the Equity Shares will commence in a timely manner.

75. QIBs and Non-Institutional Investors are not permitted to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after the submission of their Bid, and Retail Individual Investors are not permitted to withdraw their Bids after closure of the Bid/ Issue Closing Date.

Pursuant to the SEBI ICDR Regulations, QIBs and Non-Institutional Investors are required to pay the Bid Amount on submission of the Bid and are not permitted to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage after submitting a Bid. Retail Individual Investors can revise their Bids during the Bid/ Offer Period and withdraw their Bids until the Bid/ Offer Closing Date. While we are required to complete all necessary formalities for listing and commencement of trading of the Equity Shares on all Stock Exchanges where such Equity Shares are proposed to be listed, including Allotment, within six Working Days from the Bid/ Offer Closing Date or such other period as may be prescribed by the SEBI, events affecting the investors’ decision to invest in the Equity Shares, including adverse changes in international or national monetary policy, financial, political or economic conditions, our business, results of operations, cash flows or financial condition may arise between the date of submission of the Bid and Allotment. We may complete the Allotment of the Equity Shares even if such events occur, and such events may limit the Investors’ ability to sell the Equity Shares Allotted pursuant to the Issue or cause the trading price of the Equity Shares to decline on listing.

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

Under the Companies Act, a company having share capital and incorporated in India must offer its holders of equity shares pre-emptive rights to subscribe and pay for a proportionate number of shares to maintain their existing ownership percentages before the issuance of any new equity shares, unless the pre-emptive rights have been waived by adoption of a special resolution by holders of three-fourths of the equity shares voting on such resolution.

However, if the law of the jurisdiction the investors are in, does not permit them to exercise their pre-emptive rights without our Company filing an offering document or registration statement with the applicable authority in such jurisdiction, the investors will be unable to exercise their pre-emptive rights unless our Company makes such a filing. If we elect not to file a registration statement, the new securities may be issued to a custodian, who may sell the securities for the investor’s benefit. The value such custodian receives on the sale of such securities and the related transaction costs cannot be predicted. In addition, to the extent that the investors are unable to exercise pre-emptive rights granted in respect of the Equity Shares held by them, their proportional interest in our Company would be reduced.

77. The requirements of being a publicly listed company may strain our resources.

We are not a publicly listed company and have not, historically, been subjected to the increased scrutiny of our affairs by shareholders, regulators and the public at large that is associated with being a listed company. As a listed company, we will incur significant legal, accounting, corporate governance and other expenses that we did not incur as an unlisted company. We will be subject to the SEBI Listing Regulations, which will require us to file audited annual and unaudited quarterly reports with respect to our business and financial condition. If we experience any delays, we may fail to satisfy our reporting obligations and/or we may not be able to readily determine and accordingly report any changes in our results of operations as promptly as other listed companies.

Further, as a publicly listed company, we will need to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, including keeping adequate records of daily transactions. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, significant resources and management attention will be required. As a result, our management’s attention may be diverted from our business concerns, which may adversely affect our business, prospects, results of operations and financial condition. In

addition, we may need to hire additional legal and accounting staff with appropriate experience and technical accounting knowledge, but we cannot assure you that we will be able to do so in a timely and efficient manner.

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

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

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

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

Our Company believes it was not a PFIC for fiscal year ended March 31, 2020, and does not expect to be a PFIC for the current year or any future years. However, no assurance can be given that our Company will or will not be considered a PFIC in the current or future years. The determination of whether or not our Company is a PFIC is a factual determination that is made annually after the end of each taxable year, and there can be no assurance that our Company will not be considered a PFIC in the current taxable year or any future taxable year because, among other reasons, (i) the composition of our Company’s income and assets will vary over time, and (ii) the manner of the application of relevant rules is uncertain in several respects. Further, our Company’s PFIC status may depend on the market price of its Equity Shares, which may fluctuate considerably.

SECTION IV – INTRODUCTION

THE OFFER

The following table summarizes details of the Offer:

Offer of Equity Shares ⁽¹⁾	Up to [●] Equity Shares, aggregating up to ₹ 6,000.00 million
<i>of which:</i>	
Fresh Issue ⁽¹⁾	Up to [●] Equity Shares, aggregating up to ₹ 4,000.00 million
Offer for Sale ⁽²⁾	Up to [●] Equity Shares, aggregating up to ₹ 2,000.00 million
<i>which includes:</i>	
Employee Reservation Portion ⁽³⁾⁽⁴⁾	Up to [●] Equity Shares, aggregating up to ₹ [●] million
Net Offer	Up to [●] Equity Shares, aggregating up to ₹ [●] million
The Net Offer comprises of:	
A) QIB Portion ⁽⁵⁾⁽⁶⁾	Not more than [●] Equity Shares
<i>of which:</i>	
(i) Anchor Investor Portion	Up to [●] Equity Shares
(ii) Net QIB Portion (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	Not less than [●] Equity Shares
C) Retail Portion ⁽⁵⁾	Not less than [●] Equity Shares
Pre and post-Offer Equity Shares	
Equity Shares outstanding prior to the Offer (as at the date of this Draft Red Herring Prospectus)	57,227,550 Equity Shares
Equity Shares outstanding after the Offer	[●] Equity Shares
Use of Net Proceeds	See “ <i>Objects of the Offer</i> ” on page 82 for information on the use of proceeds arising from the Fresh Issue. Our Company will not receive any proceeds from the Offer for Sale.

- (1) *The Offer has been authorized by a resolution of our Board dated February 6, 2021 and the Fresh Issue has been authorized by a special resolution of our Shareholders dated February 9, 2021.*
- (2) *The Equity Shares being offered by the Selling Shareholders are eligible for being offered for sale as part of the Offer in terms of the SEBI ICDR Regulations. The Offer for Sale has been authorized by the Selling Shareholders as follows: (a) Equity Shares aggregating up to ₹ 1,000.00 million offered by FIHM pursuant to a resolution passed by the board of directors of FIHM at the meeting held on February 8, 2021, read with consent letter dated February 12, 2021; (b) Equity Shares aggregating up to ₹ 856.42 million offered by Thomas Wilfred Pinto pursuant to a consent letter dated February 6, 2021; and (c) Equity Shares aggregating up to ₹ 143.58 million offered by Leena Metylda Pinto pursuant to a consent letter dated February 6, 2021.*
- (3) *Unless the Employee Reservation Portion is under subscribed, the value of allocation to an Eligible Employee Bidding in the Employee Reservation Portion shall not exceed ₹ 200,000. In the event of under subscription in the Employee Reservation Portion (if any), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000, subject to the maximum value of Allotment made to such Eligible Employee not exceeding ₹ 500,000. The unsubscribed portion, if any, in the Employee Reservation Portion (after such allocation upto ₹ 500,000), shall be added to the Net Offer.*

- (4) *Our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may offer an Employee Discount of ₹ [●] per Equity Share, which shall be announced at least two Working Days prior to the Bid/Offer Opening Date.*
- (5) *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. The QIB Portion will accordingly be reduced for the Equity Shares allocated to Anchor Investors. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription in the Anchor Investor Portion, the remaining Equity Shares shall be added to the QIB Portion. 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received at or above the Offer Price. In the event the aggregate demand from Mutual Funds is less than as specified above, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the Net QIB Portion and allocated proportionately to the QIB Bidders (other than Anchor Investors) in proportion to their Bids. For details, see “Offer Procedure” beginning on page 324.*
- (6) *Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category except the QIB Portion, would be allowed to be met with spill- over from any other category or combination of categories, as applicable, at the discretion of our Company and the Selling Shareholders, in consultation with the BRLMs and the Designated Stock Exchange. In the event of an under-subscription in the Offer, (i) such number of Equity Shares will first be Allotted by our Company such that 90% of the Fresh Issue portion is subscribed; (ii) upon (i), all the Equity Shares held by the Selling Shareholders and offered for sale in the Offer for Sale will be Allotted (in proportion to the Offered Shares being offered by each Selling Shareholder); and (iii) once Equity Shares have been Allotted as per (i) and (ii) above, such number of Equity Shares will be Allotted by our Company towards the balance 10% of the Fresh Issue portion;*
- (7) *Allocation to Bidders in all categories, except Anchor Investors, if any and Retail Individual Investors, shall be made on a proportionate basis subject to valid Bids received at or above the Offer Price. The allocation to each Retail Individual Investor shall not be less than the minimum Bid Lot, subject to availability of Equity Shares in the Retail Portion and the remaining available Equity Shares, if any, shall be allocated on a proportionate basis. Allocation to Anchor Investors shall be on a discretionary basis. For details, see “Offer Procedure” on page 324.*

For details, including in relation to grounds for rejection of Bids, refer to “Offer Structure” and “Offer Procedure” on pages 320 and 324, respectively. For details of the terms of the Offer, see “Terms of the Offer” on page 314.

SUMMARY FINANCIAL INFORMATION

The following tables set forth the summary financial information derived from our Restated Financial Statements as at and for the nine months ended December 31, 2020 and as at and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018.

The summary financial information presented below should be read in conjunction with “Restated Financial Statements” and “Management’s Discussion and Analysis of Financial Position and Results of Operations” beginning on pages 206 and 250, respectively.

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Summary Statement of Assets and Liabilities

Sr. No.	Particulars	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
A	ASSETS				
1	Non-current assets				
	(a) Property, plant and equipment	10,979.30	12,375.41	8,844.93	7,466.77
	(b) Right of use asset	97.20	131.17	49.20	71.21
	(c) Capital work-in-progress	110.72	-	4.64	19.95
	(d) Intangible assets	7.82	4.79	3.39	2.62
	(e) Tax assets (net)	155.64	80.68	53.16	12.65
	(f) Others financial assets	344.88	169.17	78.66	73.96
	(g) Other non-current assets	198.41	-	0.42	8.32
	Total non - current assets	11,893.97	12,761.22	9,034.40	7,655.48
2	Current assets				
	(a) Inventories	204.83	209.67	103.94	193.10
	(b) Financial assets				
	(i) Investments	923.41	-	20.12	-
	(i) Trade receivables	730.43	663.49	263.78	354.74
	(ii) Cash and cash equivalents	2,289.08	655.39	2,082.12	33.82
	(iii) Other bank balances	1,431.31	1,598.86	387.23	273.66
	(iv) Others financials assets	87.14	31.79	95.73	615.74
	(c) Contract assets	17.61	-	-	21.50
	(d) Other current assets	455.21	632.26	272.74	208.47
	Total current assets	6,139.02	3,791.46	3,225.66	1,701.03
	Total assets	18,032.99	16,552.68	12,260.06	9,356.51
B	EQUITY AND LIABILITIES				
1	Equity				
	(a) Equity share capital	572.28	572.28	572.28	476.90
	(b) Other Equity	8,626.63	7,437.43	6,634.46	4,368.11
	Total equity	9,198.91	8,009.71	7,206.74	4,845.01
2	Non-current liabilities				
	(a) Financial liabilities				
	(i) Borrowings	5,697.36	5,468.66	3,534.47	3,003.04
	(ii) Other financial liabilities	50.82	65.60	21.65	36.16
	Total Non-current liabilities	5,748.18	5,534.26	3,556.12	3,039.20
3	Current liabilities				
	(a) Financial Liabilities				
	(i) Borrowings	916.58	113.02	-	-
	(ii) Trade payables				
	(A) total outstanding dues of micro enterprises and small enterprises				
	(B) total outstanding dues of creditors other than micro enterprises and small enterprises	260.84	554.88	225.72	203.10
	(iii) Other financial liabilities	1,861.18	2,308.60	1,246.07	1,246.44
	(b) Provisions	9.22	2.61	2.62	4.10
	(c) Contract Liabilities	10.58	-	-	-
	(d) Other current liabilities	27.50	29.60	22.79	18.66
	Total current liabilities	3,085.90	3,008.71	1,497.20	1,472.30
	Total equity and liabilities	18,032.99	16,552.68	12,260.06	9,356.51

Summary Statement of Profit and Loss

	Particulars	Period Ended	Year Ended	Year Ended	Year Ended
		December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
		Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
	INCOME				
I	Revenue from contracts with customer	6,547.63	7,110.26	4,675.82	4,126.30
II	Other operating income	-	-	-	4.95
II	Other income	878.01	169.35	27.40	20.38
III	Total Income (I+II+III)	7,425.64	7,279.61	4,703.22	4,151.63
	EXPENSES				
IV	Purchase of fuel oil and other inventories	553.38	972.22	829.55	491.80
	Operating expenses	1,933.03	2,457.57	1,665.90	1,303.42
	(Increase)/ decrease in inventories	4.84	(105.73)	89.16	5.82
	Employee benefit expenses	163.27	187.40	131.99	146.50
	Depreciation and amortization expense	3,010.04	1,570.08	986.75	936.20
	Finance costs	311.56	437.76	303.06	287.43
	Other expenses	222.65	912.71	286.82	92.14
	Total expenses (V)	6,198.77	6,432.01	4,293.23	3,263.31
V	Profit/(loss) before exceptional items and tax (IV-V)	1,226.87	847.60	409.99	888.32
VI	Exceptional Items				
	Income from Insurance claim	-	-	-	(10.43)
VII	Profit/(loss) before tax (V-VI)	1,226.87	847.60	409.99	898.75
VIII	Tax expense:				
	(1) Tonnage tax	11.42	13.34	14.93	14.04
	(2) Current tax	20.78	31.30	6.90	4.70
	(3) Deferred tax	-	-	-	-
IX	Profit (Loss) for the period from operations (VII-VIII)	1,194.67	802.96	388.16	880.01
X	Other comprehensive income				
	Other comprehensive income not to be reclassified to profit or loss in subsequent periods:				
	Other Comprehensive Income not to be reclassified to profit or loss in subsequent periods:				
	Re-measurement gains/(loss) on defined benefit plans	(5.46)	0.01	(0.54)	1.60
	Equity Instruments through Other Comprehensive Income	-	-	0.04	-
	Income tax relating to above	-	-	(0.02)	-
	Other Comprehensive Income, net of tax	(5.46)	0.01	(0.52)	1.60
XI	Total Comprehensive Income for the year	1,189.21	802.97	387.64	881.61
XII	Earnings per equity share: *				
	Basic and diluted	20.88	14.03	8.13	18.50

* not annualised for the period ended December 31, 2020

Summary Statement of Cash Flows

Particulars	Period Ended	Year Ended	Year Ended	Year Ended
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
CASH FLOW FROM OPERATING ACTIVITIES:				
Profit before tax	1,226.87	847.60	409.99	898.75
Adjustment to reconcile profit before tax to net cash flows				
Depreciation and amortisation	3,010.04	1,570.08	986.75	936.20
Loss/(gain) on sale of property, plant and equipment	(540.00)	9.87	25.48	-
Exchange difference loss/(gain)- net	(45.50)	167.56	46.02	3.67
Employee stock compensation expense	-	-	-	17.32
Exceptional income	-	-	-	(10.43)
Provision for doubtful debts	43.50	10.04	18.25	23.32
Bad debts	3.10	43.90	13.84	-
Insurance written off	-	66.49	-	-
loss/(gain) on derivative contracts	(194.63)	401.50	-	-
Interest expense	272.91	399.31	298.84	275.76
Interest on Lease liability	7.769	4.16	3.95	5.15
Interest (income)	(67.87)	(117.49)	(20.47)	(14.16)
Interest on Lease Deposit	(9.38)			
Income from investment in Mutual funds	(14.17)	(7.22)	(0.04)	-
Operating profit before working capital changes	3,692.64	3,395.80	1,782.61	2,135.58
Movements in working capital:				
Increase/ (decrease) in trade payables	(248.540)	328.90	(23.40)	(31.70)
Increase/ (decrease) in provisions	1.14	(0.13)	1.80	3.20
Increase/ (decrease) in other current liabilities	(2.11)	6.64	(2.62)	16.74
Increase/ (decrease) in other financial liabilities	(0.80)	147.10	16.00	13.65
Decrease / (increase) in trade receivables	(113.54)	(453.65)	58.75	(246.59)
Decrease / (increase) in inventories	4.85	(105.73)	89.16	5.82
Decrease / (increase) in others financial assets	0.27	(207.35)	3.86	(23.94)
Decrease / (increase) in others current assets	159.57	(359.25)	(46.48)	(150.66)
Cash generated from / (used in) operations	3,493.48	2,752.33	1,879.67	1,722.10
Income tax paid (net of refund)	(107.15)	(72.17)	(62.34)	(25.28)
Net cash flow from/ (used in) operating activities (a)	3,386.33	2,680.16	1,817.33	1,696.82
CASH FLOW FROM INVESTING ACTIVITIES:				
Purchase of property plant and equipments including CWIP and capital advances	(4,478.91)	(5,903.49)	(3,419.14)	(1,686.77)
Purchase of current investments	(909.24)	(1,742.25)	(30.00)	-
Proceeds from sale of current investments	-	1,775.28	9.96	-
Insurance claim received	-	14.20	523.85	-
Investments in bank deposits (having original maturity of more than 3 months)	(62.27)	(1,241.83)	(113.35)	(71.61)
Proceeds from sale of property plant and equipments	3,087.37	948.94	1,240.80	-
Interest received on bank deposits	75.75	100.86	14.45	11.31
Net cash flow from/ (used in) investing activities (b)	(2,287.30)	(6,048.29)	(1,773.42)	(1,747.07)

Particulars	Period Ended	Year Ended	Year Ended	Year Ended
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
CASH FLOW FROM FINANCING ACTIVITIES :				
Proceeds from long term borrowings	2,213.44	3,960.00	2,460.00	992.18
Repayments of long term borrowings	(2,183.13)	(1,706.33)	(2,115.70)	(1,003.54)
Interest paid	(271.01)	(398.67)	(295.90)	(275.25)
Payment of lease liabilities (including interest)	(28.20)	(26.62)	(18.01)	(17.95)
Unsecured loan taken	-	1,212.80	386.00	-
Unsecured loan repayment	-	(1,212.80)	(386.00)	-
Dividend on equity shares	-	-	-	(35.69)
Tax on equity dividend paid	-	-	-	(7.27)
Proceeds from issuance of equity shares	-	-	1,974.00	2.00
Net cash flow from/ (used in) financing activities (c)	(268.90)	1,828.38	2,004.40	(345.52)
NET INCREASE / (DECREASE) IN CASH AND CASH EQUIVALENTS (a+b+c)	830.13	(1,539.75)	2,048.30	(395.78)

GENERAL INFORMATION

Our Company was incorporated as ‘Seven Islands Shipping Company Private Limited’ on May 2, 2002, at Mumbai, as a private limited company under the Companies Act, 1956. Pursuant to a special resolution passed by our Shareholders on June 5, 2003, the name of our Company was changed to ‘Seven Islands Shipping Private Limited’ and a fresh certificate of incorporation was issued to our Company by the RoC on June 19, 2003. Further, our Company was converted into a public limited company and the name of our Company was changed to ‘Seven Islands Shipping Limited’. Pursuant to the change of name, the RoC issued a certificate of change of name on June 26, 2003 upon conversion into a public limited company.

For details of the business of our Company and changes to the address of our Registered Office, please see “*Our Business*” and “*History and Certain Corporate Matters*” on pages 139 and 164 respectively.

Registered and Corporate Office

Seven Islands Shipping Limited

Suite 3A, 3B & 4, Level 8, B Wing
Times Square, Andheri - Kurla Road
Andheri (East), Mumbai 400 059
Tel: (91 22) 4225 4225
Fax: (91 22) 4225 4226
E-mail: sevenislands@sishipping.com
Website: www.sishipping.com

Corporate identity number and registration number

Corporate Identity Number: U61100MH2002PLC135732

Registration Number: 135732

Address of the RoC

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

Registrar of Companies

100, Everest
Marine Drive
Mumbai 400 002

Our Board

Our Board comprises the following Directors as on the date of filing of this Draft Red Herring Prospectus:

Name	Designation	DIN	Address
Thomas Wilfred Pinto	Chairman and Managing Director	00053721	5/B/10, Blossom Co-op. Society, Military Road Marol, Near Seven Hills Hospital, Andheri (East), J B Nagar, Mumbai 400 059
Leena Metylda Pinto	Executive, Whole-Time Director	00041043	5/B/10, Blossom Co-op. Society, Military Road, Near Seven Hills Hospital Marol, Andheri (East), J. B. Nagar, Mumbai 400 059
Sujit Govindrao Parsatwar	Non-Executive Director	01174288	5 th Floor, Serenity Co-op. Housing Society, Nariman Road, Opp. Canara Bank, Vile Parle (East), Mumbai 400 057
Sanjeevlata Samdani	Non-Executive, Independent Director	06777920	1703, Laurel Building Powai, Chandivili Nahar Amrit Shakti, Powai, Andheri (East), Mumbai 400 072
Madhukar Mulky Kamath	Non-Executive, Independent Director	06980965	# 150, 13 th Main, 1st Cross, opp. B W S S B Water Tank, B T M 1 st Stage, Madivala, Bengaluru, Bommanahalli 560 068
Darshan Pradeep Upadhyay	Non-Executive, Independent Director	00465312	A/703, Gokul Viraj, New Swapneel CHS Ltd., Kanti Nagar, Andheri (East) Mumbai, J.B. Nagar, 400 059
Sumit Maheshwari	Non-Executive, Nominee Director	06920646	Flat No. 263B, 26 th floor, Kalpataru Horizon, S. K. Ahire Marg, Worli, Mumbai 400 018
Uday Manohar Gore	Non-Executive, Independent Director	07888569	Room No. 1, Tarapunj, Harishchandra Raut

Name	Designation	DIN	Address
			Road, Opp. Fire Station, Thane (East), Thane 400 603

For further details of our Directors, see “*Our Management*” on page 175.

Company Secretary and Compliance Officer

Jay Bhavesh Parekh

Seven Islands Shipping Limited
Suite 3A, 3B & 4, Level 8, B Wing
Times Square, Andheri - Kurla Road
Andheri (East), Mumbai 400 059
Tel: (91 22) 4225 4225
E-mail: cs@sishipping.com

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

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

Further, the Bidder shall also enclose a copy of the Acknowledgment Slip or provide the acknowledgement number received from the Designated Intermediaries in addition to the information mentioned hereinabove. The Registrar to the Offer shall obtain the required information from the SCSBs for addressing any clarifications or grievances of ASBA Bidders.

Book Running Lead Managers

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg, Prabhadevi
Mumbai 400 025, Maharashtra, India
Tel: +91 22 6630 3030
E-mail: sisl.ipo@jmfl.com
Investor Grievance E-mail: grievance.ibd@jmfl.com
Website: www.jmfl.com
Contact Person: Prachee Dhuri
SEBI Registration No.: INM000010361

IIFL Securities Limited*

10th Floor, IIFL Centre
Kamala City, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 4646 4600
E-mail: sisl.ipo@iiflcap.com
Investor Grievance E-mail: ig.ib@iiflcap.com
Website: www.iiflcap.com
Contact Person: Ujjaval Kumar / Keyur Ladhawala
SEBI Registration No.: INM000010940

**IIFL Securities Limited is involved as merchant banker only in marketing of the Offer*

Syndicate Member

[•]

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

AZB & Partners

AZB House,
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel
Mumbai 400 013
Tel: (91 22) 6639 6880

Legal Counsel to the BRLMs as to Indian law

IndusLaw

#1502B, 15th Floor
Tower -1C, "One Indiabulls Centre"
Senapati Bapat Marg
Lower Parel
Mumbai 400 013
Tel: (91 22) 4920 7200

International Legal Counsel to the BRLMs

Squire Patton Boggs (MEA) LLP

Dubai International Financial Centre (DIFC)
Burj Daman Office Tower, Level 10
P.O. Box 111 713, Dubai
United Arab Emirates
Tel: +971 4447 8700

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
Email: srbc.co@srb.in
Tel: (91 22) 4912 6000
Firm registration number: 324982E/ E300003
Peer review number: 012054

Changes in the auditors

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

Registrar to the Offer

Link Intime India Private Limited

C-101, 247 Park
LBS Marg, Surya Nagar, Gandhi Nagar,
Vikhroli (West)
Mumbai 400 083
Tel: (91 22) 4918 6200
Fax: (91 22) 4918 6195
E-mail: sevenislands.ipo@linkintime.co.in
Investor grievance e-mail: sevenislands.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact person: Shanti Gopalkrishnan
SEBI registration number: INR000004058

Escrow Collection Bank

[•]

Public Offer Bank

[•]

Refund Bank

[•]

Sponsor Bank

[•]

Bankers to our Company

Axis Bank Limited

Trishul, 3rd floor,
Opp. Samartheshwar Temple,
Law Garden Ellisbridge,
Ahmedabad 380 006
Tel: 9820012107
E-mail: Nikun.sondagar@axisbank.com
Website: www.axisbank.com
Contact person: Nikun Sondagar

HDFC Bank Limited

Unit No. 401 & 402, 4th Floor, Tower B,
Peninsula Business Park, Lower Parel
Mumbai 400 013
Tel: (91 22) 3395 8055
E-mail: Akshat.Tandon@hdfcbank.com
Website: www.hdfcbank.com
Contact person: Akshat Tandon

IndusInd Bank Limited

11th Floor, One Indiabulls Centre
Tower 1, Lower Parel
Mumbai 400 013
Tel: (022) 2143 2154
E-mail: shweta.doke@indusind.com
Website: www.indusind.com
Contact person: Shweta Doke

Bank of Baroda

Corporate Financial Services Branch
3rd Floor, 10/12
Mumbai Samachar Marg, Fort
Mumbai 400 001
Tel: (022) 4340 7320
E-mail: cfsbal @bankofbaroda.in
Website: www.bankofbaroda.co.in
Contact person: Shiv Kumar

Designated Intermediaries

Self-Certified Syndicate Banks

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

SCSBs and mobile applications enabled for UPI Mechanism

In accordance with SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 and SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, RIBs Bidding using the UPI Mechanism may apply through the SCSBs and mobile applications whose names appears on the website of the SEBI (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>) and (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43>) respectively, as updated from time to time.

Syndicate SCSB Branches

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

<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35> as updated from time to time or any other website prescribed by SEBI from time to time.

Registered Brokers

Bidders can submit ASBA Forms in the Offer using the stock broker network of the stock exchange, *i.e.* through the Registered Brokers at the Broker Centres. The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of the Stock Exchanges at <https://www.bseindia.com/> and <https://www.nseindia.com>, as updated from time to time.

RTAs

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

Collecting Depository Participants

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

Experts

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

Our Company has received written consent dated February 14, 2021 from S R B C & CO LLP, Chartered Accountants, 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 our Statutory Auditors, and in respect of their (i) examination report, dated February 6, 2021 on our Restated Financial Statements; and (ii) their report dated February 13, 2021 on the statement of special tax benefits in this Draft Red Herring Prospectus and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus. However, the term “expert” shall not be construed to mean an “expert” as defined under the U.S. Securities Act.

Monitoring Agency

Our Company has appointed [●] as the monitoring agency for monitoring the utilisation of Net Proceeds, as the Fresh Issue size exceeds ₹ 1,000.00 million in accordance with Regulation 41 (1) of the SEBI ICDR Regulations. For details in relation to the proposed utilisation of the Net Proceeds, please see “*Objects of the Offer*” on page 82.

Appraising Entity

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

Statement of Responsibility of the BRLMs

Sr. No.	Activity	Responsibility	Co-ordinator
1.	Capital structuring with the relative components and formalities such as type of instruments, size of issue, allocation between primary and secondary, etc. Due diligence of our Company’s operations/management/business/legal etc., drafting and design of this Draft Red Herring Prospectus, the Red Herring Prospectus and Prospectus, abridged prospectus and application form. Ensure compliance and completion of prescribed formalities with the Stock Exchanges, SEBI and RoC including finalisation of the Red Herring Prospectus, Prospectus and RoC filing, follow up and coordination till final approval from all	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited

Sr. No.	Activity	Responsibility	Co-ordinator
	regulatory authorities		
2.	Drafting and approval of statutory advertisement	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited
3.	Drafting and approval of all publicity material other than statutory advertisements including corporate advertisements, brochures, filing of media compliance report with SEBI, etc.	JM Financial Limited, IIFL Securities Limited*	IIFL Securities Limited
4.	Appointment of Registrar to the Offer, Printers, Banker(s) to the Offer, Monitoring Agency, Advertising agency etc (including coordinating all agreements to be entered with such parties)	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited
5.	Preparation of road show presentation and FAQs for the road show team	JM Financial Limited, IIFL Securities Limited*	IIFL Securities Limited
6.	Domestic institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Institutional marketing strategy; • Finalizing the list and division of domestic investors for one-to-one meetings; and • Finalizing domestic road show and investor meeting schedule 	JM Financial Limited, IIFL Securities Limited*	IIFL Securities Limited
7.	International institutional marketing of the Offer, which will cover, <i>inter alia</i> :: <ul style="list-style-type: none"> • Institutional marketing strategy; • Finalizing the list and division of international investors for one-to-one meetings; and • Finalizing international road show and investor meeting schedule. 	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited
8.	Conduct non-institutional marketing of the Issue , which will cover, inter-alia: <ul style="list-style-type: none"> • Finalising media, marketing and public relations strategy; and • Formulating strategies for marketing to Non - Institutional Investors. 	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited
9.	Conduct retail marketing of the Issue, which will cover, inter-alia: <ul style="list-style-type: none"> • Finalising media, marketing, public relations strategy and publicity budget including list of frequently asked questions at retail road shows • Finalising collection centres • Finalising centres for holding conferences for brokers etc. <p>Follow - up on distribution of publicity and Issue material including form, RHP/Prospectus and deciding on the quantum of the Issue material</p>	JM Financial Limited, IIFL Securities Limited*	IIFL Securities Limited
10.	Coordination with Stock Exchanges for anchor intimation, book building software, bidding terminals and mock trading, payment of 1% security deposit to the designated stock exchange.	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited
11.	Managing the book and finalization of pricing in consultation with our Company.	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited

Sr. No.	Activity	Responsibility	Co-ordinator
12.	<p>Post bidding activities including management of escrow accounts, coordinate non-institutional allocation, coordination with Registrar, SCSBs and Bankers to the Offer, intimation of allocation and dispatch of refund to Bidders, etc.</p> <p>Post-Offer activities, which shall involve essential follow-up steps including allocation to Anchor Investors, follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising the Issuer about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds and coordination with various agencies connected with the post-Offer activity such as registrar to the Offer, Bankers to the Offer, SCSBs including responsibility for underwriting arrangements, as applicable.</p> <p>Payment of the applicable securities transactions tax on sale of unlisted equity shares by the Selling Shareholders under the Offer for Sale to the Government and filing of the securities transactions tax return by the prescribed due date as per Chapter VII of Finance(No. 2) Act, 2004.</p> <p>Co-ordination with SEBI and Stock Exchanges for refund of 1% security deposit and submission of all post Offer reports including the initial and final post Offer report to SEBI.</p>	JM Financial Limited, IIFL Securities Limited*	JM Financial Limited

**IIFL Securities Limited is involved as merchant banker only in marketing of the Offer*

Credit Rating

As this is an offer of Equity Shares, there is no credit rating for the Offer.

IPO Grading

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

Debenture Trustees

As this is an offer of Equity Shares, no debenture trustee has been appointed for the Offer.

Green Shoe Option

No green shoe option is contemplated under the Offer.

Filing

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

A copy of the Red Herring Prospectus, along with the material documents and contracts required to be filed, will be filed with the RoC in accordance with Section 32 of the Companies Act and a copy of the Prospectus required to be filed under Section 26 of the Companies Act, will be filed with the RoC situated at Registrar of Companies, Maharashtra at Mumbai, 100, Everest, Marine Drive, Mumbai 400 002 and through the electronic portal at <http://www.mca.gov.in/mcafoportal/loginvalidateuser.do>.

Book Building Process

Book building, in the context of the Offer, refers to the process of collection of Bids from investors on the basis of the Red Herring Prospectus and the Bid cum Application Forms within the Price Band, which will be decided by our Company and the Selling Shareholders in consultation with the BRLMs, and if not disclosed in the Red Herring Prospectus, will be advertised in all editions of the English national daily newspaper [●], all editions of the Hindi national daily newspaper [●] and Mumbai edition of the Marathi newspaper [●] (Marathi being the regional language of Maharashtra where our Registered Office is located), each with wide circulation, at least two Working Days prior to the Bid/Offer Opening Date and shall be made available to the Stock Exchanges for the purpose of uploading on their respective websites. The Offer Price shall be determined by our Company and the Selling Shareholders in consultation with the BRLMs after the Bid/Offer Closing Date. For details, see “Offer Procedure” on page 324.

All Bidders, except Anchor Investors, are mandatorily required to use the ASBA process for participating in the Offer by providing details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by SCSBs. In addition to this, the RIBs may participate through the ASBA process by either (a) providing the details of their respective ASBA Account in which the corresponding Bid Amount will be blocked by the SCSBs; or (b) through the UPI Mechanism. Anchor Investors are not permitted to participate in the Offer through the ASBA process.

In accordance with the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders are not allowed to withdraw or lower the size of their Bids (in terms of the quantity of the Equity Shares or the Bid Amount) at any stage. RIBs and Eligible Employees Bidding in the Employee Reservation Portion can revise their Bids during the Bid/Offer Period and withdraw their Bids until the Bid/Offer Closing Date. Further, Anchor Investors cannot withdraw their Bids after the Anchor Investor Bid/Offer Period. Except for Allocation to RIBs 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.

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

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

For further details on the method and procedure for Bidding, see “Offer Structure” and “Offer Procedure” on pages 320 and 324, respectively.

Illustration of Book Building Process and Price Discovery Process

For an illustration of the Book Building Process and the price discovery process, see “Terms of the Offer” and “Offer Procedure” on pages 314 and 324, respectively.

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 will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Offer. It is proposed that 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, 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 completed before filing the Prospectus with the RoC.)

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

The above-mentioned is indicative underwriting and will be finalised after determination of Offer Price and actual allocation in accordance with provisions of the SEBI ICDR Regulations.

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

Allocation among the Underwriters may not necessarily be in proportion to their underwriting commitment set forth in the table above.

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

CAPITAL STRUCTURE

The following table sets forth details of the Equity Share capital of our Company as at the date of this Draft Red Herring Prospectus:

(In ₹, except share data)

		Aggregate value at face value	Aggregate value at Offer Price
A	AUTHORIZED SHARE CAPITAL		
	75,000,000 Equity Shares	750,000,000	
B	ISSUED, SUBSCRIBED AND PAID-UP CAPITAL BEFORE THE OFFER		
	57,227,550 Equity Shares	572,275,500	
C	PRESENT OFFER IN TERMS OF THIS DRAFT RED HERRING PROSPECTUS		
	Offer of up to [●] Equity Shares ⁽¹⁾⁽²⁾	[●]	up to ₹ 6,000.00 million
	<i>of which</i>		
	Fresh Issue of up to [●] Equity Shares ⁽¹⁾	[●]	up to ₹ 4,000.00 million
	Offer for Sale of up to [●] Equity Shares ⁽²⁾	[●]	up to ₹ 2,000.00 million
	<i>which includes:</i>		
	Employee Reservation Portion of up to [●] Equity Shares [^]	[●]	[●]
	Net Offer of up to [●] Equity Shares	[●]	[●]
D	ISSUED, SUBSCRIBED AND PAID-UP CAPITAL AFTER THE OFFER*		
	[●] Equity Shares	[●]	
E	SECURITIES PREMIUM ACCOUNT		
	Before the Offer	2,432,009,175	
	After the Offer	[●]	

* To be updated upon finalization of the Offer Price.

(1) The Offer has been authorized by a resolution of our Board of Directors at their meeting dated February 6, 2021 and a special resolution passed by our Shareholders at their meeting dated February 9, 2021.

(2) The Equity Shares being offered by the Selling Shareholders are eligible for being offered for sale pursuant to the Offer for Sale in terms of the SEBI ICDR Regulations. The Individual Promoters and the Corporate Promoter have consented to participate in the Offer for Sale pursuant to their consent letters each dated February 6, 2021 and February 12, 2021 and have consented to offer such number of Equity Shares aggregating up to ₹ 2,000.00 million in the Offer for Sale.

[^] Our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, may offer an Employee Discount of ₹ [●] per Equity Share, which shall be announced at least two Working Days prior to the Bid/Offer Opening Date.

For details of authorizations received for the Offer for Sale, see “Other Regulatory and Statutory Disclosures” beginning on page 301.

Changes in the authorised share capital of our Company

For details of the changes to the authorised share capital of our Company in the past 10 years, see “History and Certain Corporate Matters-Amendments to our Memorandum of Association” on page 165.

Notes to the Capital Structure

1. Equity Share capital history of our Company

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

Date of allotment of Equity Shares	Number of Equity Shares allotted	Face value (₹)	Issue price per Equity Share (₹)	Nature of consideration	Reason for allotment	Cumulative number of Equity Shares
May 2, 2002	10,000	10	10	Cash	Subscription to the Memorandum of	10,000

Date of allotment of Equity Shares	Number of Equity Shares allotted	Face value (₹)	Issue price per Equity Share (₹)	Nature of consideration	Reason for allotment	Cumulative number of Equity Shares
					Association ⁽¹⁾	
March 28, 2003	240,000	10	10	Cash	Preferential allotment ⁽²⁾	250,000
March 30, 2005	1,510,000	10	10	Cash	Preferential allotment ⁽³⁾	1,760,000
June 30, 2006	1,017,600	10	10	Cash	Preferential allotment ⁽⁴⁾	2,777,600
March 20, 2007	1,250,000	10	10	Cash	Preferential allotment ⁽⁵⁾	4,027,600
February 4, 2008	1,000,000	10	10	Cash	Preferential allotment ⁽⁶⁾	5,027,600
October 31, 2009 ⁽⁷⁾	169,000	10	300	Cash	Preferential allotment ⁽⁸⁾	5,196,600
January 7, 2011 ⁽⁹⁾	271,850	10	325	Cash	Preferential allotment ⁽¹⁰⁾	5,468,450
June 10, 2015	1,229,650	10	610	Cash	Preferential allotment ⁽¹¹⁾	6,698,100
June 5, 2017	100,500	10	10	Cash	Allotment pursuant to exercise of employee stock options issued under SIS-ESOP 2015 ⁽¹²⁾	6,798,600
September 7, 2017	40,791,600	10	-	Not applicable	Bonus Issue ⁽¹³⁾	47,590,200
December 29, 2017	99,425	10	10	Cash	Allotment pursuant to exercise of employee stock options issued under SIS-ESOP 2015 ⁽¹⁴⁾	47,689,625
March 29, 2019	9,537,925	10	209.69	Cash	Preferential allotment ⁽¹⁵⁾	57,227,550

⁽¹⁾ Subscription to 3,300 Equity Shares each by Shamim Akhtar and Piyush Kumar and 3,400 Equity Shares by Thomas Wilfred Pinto. The date of subscription to the Memorandum of Association is April 29, 2002.

⁽²⁾ Allotment of 146,600 Equity Shares to Thomas Wilfred Pinto, 26,700 Equity Shares to Piyush Kumar, 20,000 Equity Shares to Vasant Shantilal Shah, 16,700 Equity Shares to Shamim Akhtar and 10,000 Equity Shares each to Leena Metylda Pinto, Shadia Shamim Akhtar and Indu Vasant Shah.

⁽³⁾ Allotment of 751,500 Equity Shares to Thomas Wilfred Pinto, 282,500 Equity Shares to Leena Metylda Pinto, 125,000 Equity Shares to Tony Vaz, 125,000 Equity Shares each to Christine Pinto and Rita Vaz, 50,000 Equity Shares each to Sunny Pinto and Jacintha Pinto and 1,000 Equity Shares to Saritha Peter.

⁽⁴⁾ Allotment of 408,600 Equity Shares to Tony Vaz, 395,000 Equity Shares to Thomas Wilfred Pinto, 105,000 Equity Shares to Sunny Pinto, 50,000 Equity Shares each to Jacintha Pinto and Rita Vaz and 9,000 Equity Shares to Saritha Peter.

⁽⁵⁾ Allotment of 520,000 Equity Shares to Thomas Wilfred Pinto, 430,000 Equity Shares to Leena Metylda Pinto, 200,000 Equity Shares to Rita Vaz and 100,000 Equity Shares to Jacintha Pinto.

⁽⁶⁾ Allotment of 1,000,000 Equity Shares to Thomas Wilfred Pinto.

⁽⁷⁾ Indicates the date on which our Board passed a resolution approving the allotment. The Form FC-GPR filed with the RBI and the corresponding acknowledgment provided by the RBI records a different date of allotment. Our Company is unable to rectify this discrepancy. For further details, see "Risk Factors – Some of our corporate records are not traceable and there are certain discrepancies in the records available with us" on page 34.

⁽⁸⁾ Allotment of 169,000 Equity Shares to M/s. Networth Trading Pte Ltd.

⁽⁹⁾ Indicates the date on which our Board passed a resolution approving the allotment. The Form 2 filed with the RoC, the Form FC-GPR filed with the RBI and the corresponding acknowledgment provided by the RBI records a different date of allotment. Our Company is unable to rectify this discrepancy. For further details, see "Risk Factors – In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected" on page 35.

⁽¹⁰⁾ Allotment of 271,850 Equity Shares to M/s. Networth Trading Pte Ltd.

⁽¹¹⁾ Allotment of 1,229,650 Equity Shares to Wayzata III Indian Ocean Limited.

⁽¹²⁾ Allotment of 71,825 Equity Shares to Sujit Parsatwar, 7,600 Equity Shares to Ashok Raja, 4,675 Equity Shares to Sunil Gondane, 1,825 Equity Shares to Salim Kadri, 600 Equity Shares to Sanjay Gomes, 550 Equity Shares to Harsimran Singh Cheema, 1,025 Equity Shares to Gizelle Pinto Gomes, 625 Equity Shares to Milward Fernandes, 525 Equity Shares to Ashwin Raut, 5,000 Equity Shares to Smitha Peter, 675 Equity Shares to Pradnya Garsulkar, 1,750 Equity Shares to Prashant Serrao, 525 Equity Shares to Victoria Marshall, 525 Equity Shares to Priyanka Sarda, 450 Equity Shares to Atul Vaity, 625 Equity Shares to Sharmishta Gholap, 600 Equity Shares to Ankit Jilka, 600 Equity Shares to Siraj Udaipurwala and 500 Equity Shares to Babu Adarkar.

⁽¹³⁾ Allotment of 25,713,600 Equity Shares to Thomas Wilfred Pinto, 4,311,000 Equity Shares to Leena Metylda Pinto, 96,000 Equity Shares to Smitha Peter, 430,950 Equity Shares to Sujit Parsatwar, 2,165,100 Equity Shares to Clipper Marine & Investment Limited, 7,857,900 Equity Shares to Wayzata III Indian Ocean Limited, 79,350 Equity Shares to Gizelle Pinto Gomes, 1,800 Equity Shares to Graydon Gomes, 3,750 Equity Shares to Milward Lawrence Fernandes, 28,050 Equity Shares to Sunil Gondane, 3,300 Equity Shares to Harsimran Singh Cheema, 3,750 Equity Shares to Sharmishta Gholap, 3,150 Equity Shares to Ashwin Raut, 4,050 Equity Shares to Pradnya Garsulkar, 10,500 Equity Shares to Prashant Serrao, 3,150 Equity Shares to Victoria Marshall, 3,150 Equity Shares to Priyanka Sarda, 2,700 Equity Shares to Atul Vaity, 3,600 Equity Shares to Ankit Jilka, 3,600 Equity Shares to Siraj Udaipurwala, 3,000 Equity Shares to Babu Adarkar, 3,600 Equity Shares to Sanjay Gomes, 10,950 Equity Shares to Salim Kadri and 45,600 Equity Shares to Ashok Raja.

⁽¹⁴⁾ Allotment of 71,825 Equity Shares to Sujit Parsatwar, 7,600 Equity Shares to Ashok Raja, 4,675 Equity Shares to Sunil Gondane, 1,825 Equity Shares to Salim Kadri, 600 Equity Shares to Sanjay Gomes, 1,025 Equity Shares to Gizelle Pinto Gomes, 625 Equity Shares to Milward

Fernandes, 525 Equity Shares to Ashwin Raut, 5,000 Equity Shares to Smitha Peter, 675 Equity Shares to Pradnya Garsulkar, 1,750 Equity Shares to Prashant Serrao, 525 Equity Shares to Victoria Marshall, 450 Equity Shares to Atul Vaity, 625 Equity Shares to Sharmishta Gholap, 600 Equity Shares to Ankit Jilka, 600 Equity Shares to Siraj Udaipurwala and 500 Equity Shares to Babu Adarkar.
⁽¹⁵⁾ Allotment of 9,537,925 Equity Shares to M/s. FIH Mauritius Investments Ltd.

2. The details of the Equity Shares allotted through bonus issuance or for consideration other than cash

Except as set out below, our Company has not issued shares through bonus issuance or for consideration other than cash and no benefits have been accrued to our Company on account of allotment of Equity Shares for consideration other than cash:

Date of allotment	Names of the allottees	Number of Equity Shares allotted	Face value (₹)	Issue price per Equity Share (₹)	Reason for allotment	Benefits accrued
September 7, 2017	Our Shareholders as on the record date, being August 25, 2017	40,791,600	10	-	Bonus issue in the ratio of 6:1 (six Equity Shares for every one Equity Share held by our Shareholders) as on the record date being August 25, 2017	-

- Our Company has not issued any Equity Shares or preference shares out of its revaluation reserves at any time since incorporation.
- As on the date of the Draft Red Herring Prospectus, our Company does not have outstanding preference shares.
- Our Company has not issued or allotted any Equity Shares pursuant to schemes of amalgamation approved under Sections 391-394 of the Companies Act, 1956 or Sections 230-232 of the Companies Act, 2013.
- All transactions in Equity Shares by our Promoters and members of our Promoter Group between the date of filing of this Draft Red Herring Prospectus and the date of closing of the Offer shall be reported to the Stock Exchanges within 24 hours of such transactions.
- The Offer Price shall be determined by our Company and the Selling Shareholders, in consultation with the BRLMs after the Bid/Offer Closing Date. Our Company has not issued any Equity Shares at a price which may be lower than the Offer Price, during a period of one year preceding the date of this Draft Red Herring Prospectus.

8. Shareholding Pattern of our Company

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

Category (I)	Category of shareholder (II)	Number of shareholders (III)	Number of fully paid up equity shares held (IV)	Number of Partly paid-up equity shares held (V)	Number of shares underlying Depository Receipts (VI)	Total number of shares held (VII)=(IV)+(V)+(VI)	Shareholding as a % of total number of shares (calculated as per SCRR, 1957) (VIII) As a % of (A+B+C2)	Number of Voting Rights held in each class of securities (IX)				Number of 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 dematerialized form (XIV)
								Number of Voting Rights			Total as a % of (A+B+C)			Number (a)	As a % of total Shares held (b)	Number (a)	As a % of total Shares held (b)	
								Class eg: Equity Shares	Class eg: Others	Total								
(A)	Promoter and Promoter Group	3	56,964,350	-	-	56,964,350	99.54%	56,964,350	-	56,964,350	99.54%	-	-	-	-	-	-	56,964,350
(B)	Public	19	263,200	-	-	263,200	0.46%	263,200	-	263,200	0.46%	-	-	-	-	-	-	263,200
(C)	Non Promoter-Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares held by Employee Trusts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	22	5,72,27,550	-	-	5,72,27,550	100.00%	5,72,27,550	-	5,72,27,550	100.00%	-	-	-	-	-	-	5,72,27,550

9. *Other details of Shareholding of our Company*

- (a) As on the date of the filing of this Draft Red Herring Prospectus, our Company has 22 Shareholders.
- (b) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company, on a fully diluted basis, as on the date of filing of this Draft Red Herring Prospectus:

No.	Name of the Shareholder	No. of Equity Shares	Percentage of the pre-Offer Equity Share capital (%)
1.	Thomas Wilfred Pinto	24,996,200	43.68%
2.	FIH Mauritius Investments Ltd	27,777,650	48.54%
3.	Leena Metylda Pinto	4,190,500	7.32%
	Total	56,964,350	99.54%

- (c) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company, on a fully diluted basis, as of 10 days prior to the date of filing of this Draft Red Herring Prospectus:

No.	Name of the Shareholder	No. of Equity Shares	Percentage of the pre-Offer Equity Share capital (%)
1.	Thomas Wilfred Pinto	24,996,200	43.68%
2.	FIH Mauritius Investments Ltd	27,777,650	48.54%
3.	Leena Metylda Pinto	4,190,500	7.32%
	Total	56,964,350	99.54%

- (d) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company, on a fully diluted basis, as of one year prior to the date of filing of this Draft Red Herring Prospectus.

No.	Name of the Shareholder	No. of Equity Shares	Percentage of the equity share capital (%)
1.	Thomas Wilfred Pinto	24,996,200	43.68%
2.	FIH Mauritius Investments Ltd	27,777,650	48.54%
3.	Leena Metylda Pinto	4,190,500	7.32%
	Total	56,964,350	99.54%

- (e) Set forth below is a list of Shareholders holding 1% or more of the paid-up Share Capital of our Company, on a fully diluted basis, as of two years prior to the date of filing of this Draft Red Herring Prospectus.

No.	Name of the Shareholder	No. of Equity Shares	Percentage of the equity share capital (%)
1.	Thomas Wilfred Pinto	29,999,200	62.91%
2.	Leena Metylda Pinto	5,029,500	10.55%
3.	Wayzata III Indian Ocean Limited	9,167,550	19.22%
4.	Clipper Marine and Investment Limited	2,525,950	5.30%
5.	Sujit Parsatwar	574,600	1.20%
	Total	47,296,800	99.18%

10. Except for any Equity Shares resulting out of allotment of Equity Shares pursuant to the Fresh Issue, the Company presently does not intend or propose to alter the 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 for, directly or

indirectly into 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. However, if our Company enters into acquisitions, joint ventures or other arrangements, our Company may, subject to necessary approvals, consider raising additional capital to fund such activity or use Equity Shares as currency for acquisitions or participation in such joint ventures.

11. There are no outstanding warrants, options or rights to convert debentures, loans or other convertible instruments into Equity Shares as on the date of this Draft Red Herring Prospectus.

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

- As on the date of this Draft Red Herring Prospectus, our Promoters hold 56,964,350 Equity Shares, equivalent to 99.54% of the issued, subscribed and paid-up Equity Share capital of our Company, as set forth in the table below.

S. N.	Name of the Shareholder	Pre-Offer Equity Share capital		Post-Offer Equity Share capital	
		No. of Equity Shares	% of total Shareholding	No. of Equity Shares	% of total Shareholding
1.	Thomas Wilfred Pinto	24,996,200	43.68%	[●]	[●]
2.	FIH Mauritius Investments Ltd	27,777,650	48.54%	[●]	[●]
3.	Leena Metylda Pinto	4,190,500	7.32%	[●]	[●]
	Total	56,964,350	99.54	[●]	[●]

- All Equity Shares held by our Promoters are in dematerialized form as on the date of this Draft Red Herring Prospectus.
- Build-up of our Promoters' shareholding in our Company*

Set forth below is the build-up of the shareholding of our Promoters since the incorporation of our Company:

Name of the Promoter	Date of allotment/ transfer	Nature of allotment/ transfer	Number of Equity Shares allotted / transferred	Face Value (₹)	Issue price/ per Equity Share / consideration (₹)	Nature of consideration	Percentage of the pre- Offer capital (%)	Percentage of the post- Offer capital (%)
Thomas Wilfred Pinto	May 02, 2002	Initial subscriber to the Memorandum of Association ⁽¹⁾	3,400	10	10	Cash	Negligible	[●]
	March 28, 2003	Preferential allotment	146,600	10	10	Cash	0.26	[●]
	January 7, 2004 ⁽²⁾	Transfer of Equity Shares by Piyush Kumar	30,000	10	10	Cash	Negligible	[●]
	February 21, 2005 ⁽³⁾	Transfer of Equity Shares by Vasant Shah	38,500	10	10	Cash	Negligible	[●]
		Transfer of Equity Shares by Indu Shah	9,000	10	10	Cash	Negligible	[●]
	March 30, 2005	Preferential allotment	751,500	10	10	Cash	1.31	[●]
	June 30, 2006	Preferential allotment	395,000	10	10	Cash	0.69	[●]
	March 20, 2007	Preferential allotment	520,000	10	10	Cash	0.91	[●]
	February 04, 2008	Preferential allotment	1,000,000	10	10	Cash	1.75	[●]
	March 22,	Transfer of	125,000	10	-	Other than	0.22	[●]

Name of the Promoter	Date of allotment/ transfer	Nature of allotment/ transfer	Number of Equity Shares allotted / transferred	Face Value (₹)	Issue price/ per Equity Share / consideration (₹)	Nature of consideration	Percentage of the pre- Offer capital (%)	Percentage of the post- Offer capital (%)
	2015 ⁽⁴⁾	Equity Shares by Christine Pinto				cash		
	September 27, 2016 ⁽⁵⁾	Transfer of Equity Shares by Sunny Gracias Pinto	155,000	10	-	Other than cash	0.27	[•]
		Transfer of Equity Shares by Jacintha Pinto	200,000	10	-	Other than cash	0.35	[•]
	September 29, 2016 ⁽⁶⁾	Transfer of Equity Shares by Tony Arthur Vaz	534,600	10	-	Other than cash	0.93	[•]
		Transfer of Equity Shares by Rita Felicia Vaz	377,000	10	-	Other than cash	0.66	[•]
	September 07, 2017	Bonus issue in the ratio of 6:1 (six Equity Shares for every one Equity Share held by our Shareholders) as on the record date being August 25, 2017	25,713,600	10	-	Not applicable	44.93	[•]
	March 29, 2019	Sale of Equity Shares to FIHM	(4,285,600)	10	209.69	Cash	7.49	[•]
	September 11, 2019	Sale of Equity Shares to FIHM	(717,400)	10	209.69	Cash	1.25	[•]
Sub-Total (A)			24,996,200				43.68	
Leena Metylda Pinto	March 28, 2003	Preferential allotment	10,000	10	10	Cash	Negligible	[•]
	December 24, 2003 ⁽⁷⁾	Transfer of Equity Shares to Smitha Peter	(1,000)	10	10	Cash	Negligible	[•]
		Transfer of Equity Shares to Rita Felicia Vaz	(1,000)	10	10	Cash	Negligible	[•]
		Transfer of Equity Shares to Tony Arthur Vaz	(1,000)	10	10	Cash	Negligible	[•]
		Transfer of Equity Shares to Godfrey Vaz	(1,000)	10	10	Cash	Negligible	[•]
	March 30, 2005	Preferential allotment	282,500	10	10	Cash	0.49	[•]
	March 20, 2007	Preferential allotment	430,000	10	10	Cash	0.75	[•]
	September 7, 2017	Bonus issue in the ratio of 6:1 (six Equity Shares for every one Equity Share held by our Shareholders) as on the record date being August 25, 2017	4,311,000	10	-	Not applicable	7.53	[•]
	March 29, 2019	Sale of Equity Shares to FIHM	(718,500)	10	209.69	Cash	1.26	[•]
	September 11, 2019	Sale of Equity Shares to FIHM	(120,500)	10	209.69	Cash	0.21	[•]
Sub-Total			4,190,500				7.32	[•]

Name of the Promoter	Date of allotment/ transfer	Nature of allotment/ transfer	Number of Equity Shares allotted / transferred	Face Value (₹)	Issue price/ per Equity Share / consideration (₹)	Nature of consideration	Percentage of the pre- Offer capital (%)	Percentage of the post- Offer capital (%)
(B)								
FIHM	March 29, 2019	Preferential allotment	9,537,925	10	209.69	Cash	16.67	[●]
	March 29, 2019	Purchase of Equity Shares from Thomas Wilfred Pinto	4,285,600	10	209.69	Cash	7.49	[●]
	March 29, 2019	Purchase of Equity Shares from Leena Metylda Pinto	718,500	10	209.69	Cash	1.26	[●]
	March 29, 2019	Purchase of Equity Shares from Wayzata III Indian Ocean Limited	9,167,550	10	209.69	Cash	16.02	[●]
	September 11, 2019	Purchase of Equity Shares from Thomas Wilfred Pinto	717,400	10	209.69	Cash	1.25	[●]
	September 11, 2019	Purchase of Equity Shares from Leena Metylda Pinto	120,500	10	209.69	Cash	0.21	[●]
	September 11, 2019	Purchase of Equity Shares from Clipper Marine and Investment Limited	2,525,950	10	214.45	Cash	4.41	[●]
	September 11, 2019	Purchase of Equity Shares from Ashok Raja	30,400	10	209.69	Cash	0.05	[●]
	September 11, 2019	Purchase of Equity Shares from Ashwin Raut	4,200	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Babu Adarkar	2,000	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Gizelle Gomes	85,200	10	209.69	Cash	0.15	[●]
	September 11, 2019	Purchase of Equity Shares from Pradnya Garsulkar	1,350	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Prashant Serrao	3,500	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Salim Kadri	7,300	10	209.69	Cash	0.01	[●]
	September 11, 2019	Purchase of Equity Shares from Sharmishta Gholap	2,500	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Siraj Udaipurwala	4,800	10	209.69	Cash	Negligible	[●]
	September 11, 2019	Purchase of Equity Shares from Smitha Peter	29,250	10	209.69	Cash	0.05	[●]
	September 11, 2019	Purchase of Equity Shares from Sujit Parsatwar	502,775	10	209.69	Cash	0.88	[●]

Name of the Promoter	Date of allotment/ transfer	Nature of allotment/ transfer	Number of Equity Shares allotted / transferred	Face Value (₹)	Issue price/ per Equity Share / consideration (₹)	Nature of consideration	Percentage of the pre- Offer capital (%)	Percentage of the post- Offer capital (%)
	September 11, 2019	Purchase of Equity Shares from Sunil Gondane	18,700	10	209.69	Cash	0.03	[●]
	September 11, 2019	Purchase of Equity Shares from Victoria Marshall	4,200	10	209.69	Cash	Negligible	[●]
	October 24, 2019	Purchase of Equity Shares from Harsimran Singh Cheema	3,850	10	209.69	Cash	Negligible	[●]
	October 24, 2019	Purchase of Equity Shares from Atul Vaity	1,800	10	209.69	Cash	Negligible	[●]
	October 25, 2019	Purchase of Equity Shares from Sanjay Gomes	2,400	10	209.69	Cash	Negligible	[●]
Sub-Total (C)			27,777,650				48.54	[●]
Total (A+B+C)			56,964,350				99.54	[●]

(1) The date of subscription to the Memorandum of Association is April 29, 2002.

(2) Indicates the date of transfer mentioned in the register of transfer. Our Promoter has been unable to trace the transfer forms. For further details, see “*Risk Factors – In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected*” on page 35.

(3) Indicates the date of transfer mentioned in the register of transfer. Our Promoter has been unable to trace the transfer forms. For further details, see “*Risk Factors – In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected*” on page 35.

(4) 125,000 Equity Shares were transferred to Thomas Wilfred Pinto by Christine Pinto pursuant to a gift deed dated March 22, 2015.

(5) 155,000 Equity Shares were transferred to Thomas Wilfred Pinto by Sunny Gracias Pinto pursuant to a gift deed dated September 27, 2016. 200,000 Equity Shares were transferred to Thomas Wilfred Pinto by Jacintha Pinto pursuant to a gift deed dated September 27, 2016.

(6) 534,600 Equity Shares were transferred to Thomas Wilfred Pinto by Tony Arthur Vaz pursuant to a gift deed dated September 29, 2016. 377,000 Equity Shares were transferred to Thomas Wilfred Pinto by Rita Felicia Vaz pursuant to a gift deed dated September 29, 2016.

(7) Indicates the date of transfer mentioned in the register of transfer. Our Promoter has been unable to trace the transfer forms. For further details, see “*Risk Factors – In the past, we did not have adequate internal controls for managing our secretarial records and compliances as a result of which there have been certain inaccuracies and non-compliances with respect to certain provisions of FEMA Regulations, regulatory filings and corporate actions taken by our Company. Consequently, we may be subject to regulatory actions and penalties for any past or future non-compliance and our business, financial condition and reputation may be adversely affected*” on page 35.

- Except as disclosed above under “*Build-up of the Promoters’ shareholding in our Company*”, all the Equity Shares held by our Promoters were fully paid-up on the respective dates of allotment of such Equity Shares. Further, none of the Equity Shares held by our Promoters are pledged.
- The members of the Promoter Group (other than our Promoters) and the directors of our Corporate Promoter do not hold any Equity Shares in our Company as on the date of filing this Draft Red Herring Prospectus.
- None of the members of the Promoter Group, the Promoters, the directors of our Corporate Promoter or the Directors and their relatives have purchased or sold any securities of our Company during the period of six months immediately preceding the date of this Draft Red Herring Prospectus.

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

13. Details of Promoters' contribution and lock-in for three years

- Pursuant to Regulations 14 and 16 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Offer Equity Share capital of our Company held by the Promoters shall be locked in for a period of three years as minimum promoters' contribution from the date of Allotment ("Promoters' Contribution"), and the Promoters' shareholding in excess of 20% of the fully diluted post-Offer Equity Share capital shall be locked-in for a period of one year from the date of Allotment. The Equity Shares forming a part of the Promoters' Contribution are eligible in terms of Regulation 15 of the SEBI ICDR Regulations.
- Details of the Equity Shares to be locked-in for three years from the date of Allotment as Promoters' Contribution are set forth in the table below:

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

* Subject to finalisation of Basis of Allotment.

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

Note To be updated at the Prospectus stage

- Our Promoters have given consent pursuant to their letters dated [●], to include such number of Equity Shares held by them as may constitute 20% of the fully diluted post-Offer Equity Share capital of our Company as Promoters' Contribution. Our Promoters have agreed not to sell, dispose, transfer, charge, pledge or otherwise encumber in any manner, the Promoters' Contribution from the date of filing this Draft Red Herring Prospectus, until the expiry of the lock-in period specified above, or for such other time as required under SEBI ICDR Regulations, except as may be permitted, in accordance with the SEBI ICDR Regulations.
- The 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.
- Our Company undertakes that the Equity Shares that are being locked-in are not and will not be ineligible for computation of Promoters' Contribution in terms of Regulation 15 of the SEBI ICDR Regulations. In this connection, we confirm the following:
 - The Equity Shares offered for Promoters' Contribution do not include equity shares acquired in the three immediately preceding years (a) for consideration other than cash involving revaluation of assets or capitalisation of intangible assets; or (b) resulting from a bonus issue of Equity Shares out of revaluation reserves or unrealised profits of our Company or from a bonus issuance of equity shares against Equity Shares, which are otherwise ineligible for computation of Promoters' Contribution;

- b) The Promoters' Contribution does not include any Equity Shares acquired during the immediately preceding one year at a price lower than the price at which the Equity Shares are being offered to the public in the Offer;
- c) Our Company has not been formed by the conversion of a partnership firm or a limited liability partnership firm into a company and hence, no Equity Shares have been issued in the one year immediately preceding the date of this Draft Red Herring Prospectus pursuant to conversion from a partnership firm or a limited liability partnership firm; and
- d) The Equity Shares forming part of the Promoters' Contribution are not subject to any pledge.

14. Details of Equity Shares locked- in for one year

In addition to the 20% of the fully diluted post-Offer shareholding of our Company held by the Promoters and locked in for three years as specified above and Equity Shares offered by the Promoter Selling Shareholder as part of the Offer for Sale, the entire pre-Offer Equity Share capital of our Company will be locked-in for a period of one year from the date of Allotment, including any unsubscribed portion of the Offer for Sale, in accordance with Regulations 16(b) and 17 of the SEBI ICDR Regulations.

15. 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.

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

16. Other requirements in respect of lock-in

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

- a) With respect to the Equity Shares locked-in for one year from the date of Allotment, such pledge of the Equity Shares must be one of the terms of the sanction of the loan.
- b) With respect to the Equity Shares locked-in as Promoters' Contribution for three years from the date of Allotment, the loan must have been granted to our Company for the purpose of financing one or more of the objects of the Offer, which is not applicable in the context of this Offer.

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

In terms of Regulation 22 of the SEBI ICDR Regulations, Equity Shares held by our Promoters and locked-in, may be transferred to any member of our Promoter Group or a new promoter, subject to continuation of lock-in applicable with the transferee for the remaining period and compliance with provisions of the Takeover Regulations 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 22 of the SEBI ICDR Regulations, Equity Shares held by persons other than our Promoters prior to the Offer and locked-in for a period of one year, may be transferred to any other person holding Equity Shares which are locked in along with the Equity Shares proposed to be transferred, subject to the continuation of the lock in with the transferee and compliance with the provisions of the Takeover Regulations.

17. Our Company, the Selling Shareholders, the Promoters, the Directors and the BRLMs have no existing buyback arrangements and or any other similar arrangements for the purchase of Equity Shares being offered through the Offer.
18. Other than stated below, none of the Directors or Key Managerial Personnel of our Company, hold any Equity Shares in our Company. For details, see “*Our Management - Shareholding of Directors in our Company*” on page 180.

Sl. No.	Name	Number of Equity Shares
1.	Thomas Wilfred Pinto	24,996,200
2.	Leena Metylda Pinto	4,190,500
3.	Sujit Govindrao Parsatwar	71,825

19. All Equity Shares issued, transferred or allotted pursuant to the Offer shall be fully paid-up at the time of Allotment and there are no partly paid-up Equity Shares as on the date of this Draft Red Herring Prospectus.
20. Except IIFL Securities Limited, as on the date of this Draft Red Herring Prospectus, the BRLMs and their respective associates (determined as per the definition of ‘associate company’ under the Companies Act, 2013 and as defined in the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992) do not hold any Equity Shares of our Company. The BRLMs and their affiliates may engage in the transactions with and perform services for our Company in the ordinary course of business or may in the future engage in commercial banking and investment banking transactions with our Company for which they may in the future receive customary compensation.
21. Except for the Promoters, who are offering Equity Shares in the Offer for Sale, none of the members of our Promoter Group will participate in the Offer.
22. The Promoters and members of our Promoter Group will not receive any proceeds from the Offer, except to the extent of their participation as Selling Shareholders in the Offer for Sale.
23. Our Company shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.
24. Except for the Fresh Issue, there will be no further issue of 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 the Draft Red Herring Prospectus with SEBI until the Equity Shares are listed on the Stock Exchanges.
25. Our Company had issued a total of 201,000 Equity Shares pursuant to the Employees Stock Options Scheme (SIS-ESOP 2015), an employee stock option scheme titled (“**ESOP-2015**”). ESOP-2015 was approved by the shareholders of the Company pursuant to a resolution passed at the EGM dated December 7, 2015. The ESOP had a total of 201,000 options to grant to eligible employees and had exhausted all the options in Fiscal 2018. As on the date of the Draft Red Herring Prospectus, a total of 199,925 options have been exercised into Equity Shares of face value of ₹ 10 each and the remaining options have lapsed. The Board, in its meeting dated February 6, 2021, has noted that as all the options have been exercised or have lapsed, ESOP-15 is no longer in existence. No options were granted or equity shares were issued under ESOP-2015, in the preceding three years. Pursuant to Regulation 17 (a) of the SEBI ICDR Regulations, 13 of our current shareholders are exempted from the obligation to lock-in their pre-issue shareholding for a period of one year. Our Company currently does not have any employee stock option scheme / employee stock purchase scheme for our employees.
26. Any oversubscription to the extent of 1% of the Offer size can be retained for the purposes of rounding off to the nearest multiple of minimum allotment lot while finalizing the Basis of Allotment.

SECTION V – PARTICULARS OF THE OFFER

OBJECTS OF THE OFFER

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

Offer for Sale

Each of the Selling Shareholders will be entitled to its portion of the proceeds of the Offer for Sale after deducting its portion of the Offer related expenses. We will not receive any proceeds from the Offer for Sale and the proceeds received from the Offer for Sale will not form part of the Net Proceeds.

Fresh Issue

Requirement of funds

We propose to utilise the Net Proceeds towards funding the following objects:

1. acquisition of one VLCC vessel and one MR vessel in the secondary market (“**Acquisition of Vessels**”); and
2. general corporate purposes (collectively, the “**Objects**”).

In addition, we expect to achieve the benefits of listing of the Equity Shares on the Stock Exchanges which, we believe, will result in the enhancement of our brand name and creation of a public market for our Equity Shares in India.

Proceeds of the Fresh Issue

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

<i>(In ₹ million)</i>	
Particulars	Amount
Gross Proceeds of the Fresh Issue	Up to 4,000
(Less) Offer related expenses in relation to the Fresh Issue ^{(1)*}	[●]
Net Proceeds*	[●]

⁽¹⁾ All the fees and expenses relating to the Offer shall be shared amongst our Company and each of the Selling Shareholders, upon successful completion of the Offer, as mutually agreed to amongst the 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.

Utilisation of Net Proceeds

The Net Proceeds are proposed to be utilised in the following manner:

<i>(In ₹ million)</i>	
Particulars	Amount
Acquisition of Vessels**	3,524.37
General corporate purposes*	[●]
Total*	[●]

* 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.

** Management estimates based on the quotation dated January 27, 2021 issued by a broker, Antares Shipbrokers DMCC. The quotation has been provided in US Dollars which is the usual currency for such transactions. The amount has been converted into Indian Rupees at the exchange rate of 72.8176 INR = 1 USD prevailing on January 27, 2021, for the purposes of this Draft Red Herring Prospectus. There may be a fluctuation in the exchange rate between the Indian Rupee and the US Dollar and accordingly, such transactions may affect the final funding requirements and deployment of Net Proceeds.

The main objects as contained in our Memorandum of Association enable us to carry on our existing business

activities, including activities for which funds are being raised through the Fresh Issue.

Schedule of Implementation and Deployment of Net Proceeds

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

(In ₹ million)

Particulars	Total estimated costs	Amount to be funded from the Net Proceeds	Estimated schedule of deployment of Net Proceeds in Financial Year 2022
Acquisition of Vessels	3,524.37	3,524.37	3,524.37
General corporate purposes**	[●]	[●]	[●]
Total**	[●]	[●]	[●]

* Management estimates based on the quotation dated January 27, 2021 issued by a broker, Antares Shipbrokers DMCC. The quotation has been provided in US Dollars which is the usual currency for such transactions. The amount has been converted into Indian Rupees at the exchange rate of 72.8176 INR = 1 USD prevailing on January 27, 2021, for the purposes of this Draft Red Herring Prospectus. There may be a fluctuation in the exchange rate between the Indian Rupee and the US Dollar and accordingly, such transactions may affect the final funding requirements and deployment of 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 Proceed.

We propose to deploy the entire Net Proceeds towards the Objects by the end of Financial Year 2022. However, if the Net Proceeds are not completely utilised for the objects stated above by the end of Financial Year 2022, such amounts will be utilised (in part or full) in subsequent periods as determined by us, in accordance with applicable law.

Details of the Objects of the Offer

1. Acquisition of Vessels

Our crude oil logistics business is undertaken through Suezmax and VLCC vessels. Our oil product logistics business is undertaken through small and MR vessels. For further details, see “Our Business” on page 139. We continuously monitor our markets in an effort to take advantage of various expansion and growth opportunities. We consider acquiring a vessel when we believe there is a demand for vessels in a particular segment in the industry. We may, however, utilise the new vessels to increase our fleet size or replace an existing vessel which may require replacement with a new one due to day to day wear and tear.

We are dependent on the secondary market for acquisition of our vessels. Based on our experience, the process of acquiring a vessel from the secondary market typically takes 50 to 100 days from the date of identification of the vessel and involves the following steps:

- (a) a memorandum of agreement for purchase is entered into within 35 to 40 days from the date of identification of the vessel to be acquired;
- (b) thereafter, the buyer is required to pay a non-refundable amount ranging from 10.0% to 15.0% of the total consideration typically within a period of three to five days from the date of execution of the memorandum of agreement for purchase;
- (c) in addition, the seller is required to deliver the vessel to the decided port of take-over typically within a period of 15 to 60 days from the date of execution of the memorandum of agreement for purchase and the buyer is required to pay the balance consideration on the delivery of the vessel.

Accordingly, as on the date of filing of this Draft Red Herring Prospectus, we cannot identify a specific VLCC vessel and MR vessel proposed to be acquired in the secondary market.

In line with our past practice for identification of a vessel, an acquisition feasibility analysis will be performed by our in-house technical and financing departments based on a number of parameters such as the age of the target vessel, number of available years to run the vessel after acquisition, charter rates, most recent operating costs for a vessel and expected final price post negotiation. If found feasible, the recommendation of the acquisition feasibility analysis will be conveyed to our Board, which will then make a final decision. For further details, see “*Our Business – Vessel Acquisition and Sale - Acquisition Process*” on page 151.

In addition, the availability and pricing of vessels, including VLCC and MR vessels, in the secondary market is highly dependent on various factors such as the scrapping of single-hull or older vessels, limited shipyard capacity for building new vessels and the high commodity prices which may also be fuelled by high freight rates.

Nevertheless, vessels meeting our size and quality requirements are usually available in the secondary market. We have acquired 40 vessels over the last 18 years and we typically take: (i) 10 to 30 days to enter into a memorandum of agreement for purchase from the date of identification of the vessel; and (ii) 15 to 60 days to acquire the vessel from the date of entering into a memorandum of agreement for purchase.

We intend to utilise a portion of the Net Proceeds aggregating to ₹ 3,524.37 million for the Acquisition of Vessels satisfying the following size and quality requirements (the “**Criteria**”) during the Financial Year 2022:

Particulars	Specification
Type	Crude oil tanker - Very Large Crude Carrier (VLCC)
Capacity	Deadweight tonnage between 275,000 MT and 319,999 MT
Tonnage	Gross Tonnage between 147,000 MT and 170,000 MT
Built year	Between the years 2006 and 2007
Built-in country	Korea or Japan
Type of hull	Double Hull
Main engine	1No. x HYUNDAI MAN B&W /7S80MC-C MK7 (27,561.072 kWatt) or similar
Length overall	325 metres – 340 metres
Length between perpendiculars	310 metres – 330 metres
Beam	56 metres – 61 metres

Particulars	Specification
Type	Product tanker – Medium Range (MR)
Capacity	Deadweight tonnage between 40,000 MT and 50,000 MT
Tonnage	Gross Tonnage between 27,000 MT and 30,000 MT
Built year	Between the years 2006 and 2007
Built-in country	Korea or Japan
Type of hull	Double Hull
Main engine	1No. x MITSUI-MAN B&W 6S50MC (8,580 kWatt) or similar
Length overall	177 metres -184 metres
Length between perpendiculars	170 metres -180 metres
Beam	18 metres – 20 metres

The funding requirements and deployment of proceeds for Acquisition of Vessels are based on internal management estimates which are based on a quotation from Antares Shipbrokers DMCC. Further, the funding requirements are based on current market conditions and are subject to revisions in light of changes in external circumstances or costs, or our financial condition, business or strategy. For further details, see “*Objects of the Offer – Means of Finance*” and “*Risk Factors – Our funding requirements and proposed deployment of the Net Proceeds have not been appraised by a bank or a financial institution and if there are any delays or cost overruns, our business, financial condition and results of operation may be*”

adversely affected” on pages 86 and 43, respectively.

Antares Shipbrokers DMCC, an independent international maritime brokerage firm, has provided us such a quotation dated January 27, 2021 for VLCC and MR vessels, satisfying the Criteria, available for acquisition. The quotation is based on (i) recent sales of vessels that are similar to vessel meeting the Criteria (ii) vessels that are currently up for sale in the same category, and (iii) the experience of Antares Shipbrokers DMCC in acting as a broker for sale and purchase of vessels in India and southeast Asia. The detailed break-up of the estimated cost is set forth below:

Particulars	Total estimated cost (₹ in million) ⁽¹⁾
VLCC vessel	
Standing cost of acquisition [*]	2,330.16
Incidental cost (10% of the standing cost of acquisition) ^{**}	233.02
MR vessel	
Standing cost of acquisition [*]	873.81
Incidental cost (10% of the standing cost of acquisition) ^{**}	87.38
Total^{***}	3,524.37

⁽¹⁾ The quotation has been provided in US Dollars which is the usual currency for such transactions. The amount has been converted into Indian Rupees at the exchange rate of 72.8176 INR = 1 USD prevailing on January 27, 2021 for the purpose of this Draft Red Herring Prospectus. There may be a fluctuation in the exchange rate between the Indian Rupee and the US Dollar and accordingly such transactions may affect the final funding requirements and deployment of Net Proceeds.

* Cost of the vessel, to be directly paid to the seller.

** The incidental cost includes bunkers, lubricants, import duties (if any), spares and stores, take over expenses, certification and registration expenses, brokerage, insurance and port dues. Based on local regulation and accounting practice, the incidental cost may also include any taxes to be paid on the purchase of the vessel.

*** The quotation provided by Antares Shipbrokers DMCC is valid for a period of one year from the date of the quotation and there may be a fluctuation of up to 10.0% in the quotation in the one year from the date of quotation.

While VLCC and MR vessels satisfying the Criteria are usually available in the secondary market, there can be no assurance that such vessels will be available in the intended period of deployment of the Net Proceeds. We have not entered into any definitive agreement with Antares Shipbrokers DMCC or any other person for the Acquisition of Vessels. There can be no assurance that Antares Shipbrokers DMCC would be engaged to eventually for the Acquisition of Vessels or our cost will not increase due to a possible cost escalation owing to currency fluctuations or other market risks. If we engage someone other than Antares Shipbrokers DMCC, such broker’s estimates and actual costs for the Acquisition of Vessels may differ from the current estimates.

Our Promoters or Directors or Group Company have no interest in the proposed acquisition, as stated above.

2. General Corporate Purposes

We propose to deploy the balance Net Proceeds aggregating to ₹ [●] million (net of issue expenses in relation to the Fresh Issue) towards general corporate purposes, subject to such utilisation not exceeding 25.0% of the Gross Proceeds, in compliance with the SEBI ICDR Regulations. The general corporate purposes for which we propose to utilise Net Proceeds include meeting day to day expenses such as payment of salary and allowances, purchase of inventory, long term or short term working capital requirements other activities in the ordinary course of business. In addition to the above, we may utilise the Net Proceeds towards other expenditure considered expedient and as approved periodically by our Board or a duly constituted committee thereof, subject to compliance with applicable law, including the necessary provisions of the Companies Act. The quantum of utilisation of funds towards each of the above purposes will be determined by our Board, based on the amount available under this head and our business requirements, from time to time. Our management, in accordance with the policies of our Board, shall have flexibility in utilising surplus amounts, if any.

Means of Finance

The funding requirements for Acquisition of Vessels are proposed to be entirely funded from the Net Proceeds. Accordingly, we confirm that there is no requirement to make firm arrangements of finance under Regulation 7(1)(e) of the SEBI ICDR Regulations through verifiable means towards at least 75.0% of the stated means of finance, excluding the amount to be raised from the Fresh Issue.

Given the process involved for identification and acquisition as well as the pricing of vessels in the secondary market, we may have to revise our funding requirements and deployment on account of factors such as our financial condition, business and strategy, including external factors such as market conditions, competitive environment and interest or exchange rate fluctuations, which may not be within the control of our management. This may entail rescheduling and revising the planned funding requirements and deployment and increasing or decreasing the funding requirements from the planned funding requirements at the discretion of our management. Subject to applicable law, if the actual utilisation towards the Objects is lower than the proposed deployment, such balance will be used for general corporate purposes to the extent that the total amount to be utilised towards general corporate purposes will not exceed 25.0% of the Gross Proceeds in accordance with Regulation 7(2) of the SEBI ICDR Regulations. In case of a shortfall in raising the requisite capital from the Net Proceeds or an increase in the total estimated cost of the Objects, business considerations may require us to explore a range of options including utilising our internal accruals and seeking additional debt from existing and future lenders. We believe that such alternate arrangements would be available to fund any such shortfalls. Further, in case of variations in the actual utilisation of funds earmarked for the purpose set forth above, increased funding requirements for a particular purpose may be financed by surplus funds, if any, available in respect of other purposes for which funds are being raised in the Fresh Issue. For further details, see “*Risk Factors – Any variation in the utilisation of the Net Proceeds as disclosed in this Draft Red Herring Prospectus would be subject to certain compliance requirements, including prior approval of the Shareholders.*” on page 43. We may vary the Objects in the manner provided in “*Objects of the Offer – Variation in Objects*” on page 88.

Interim use of Net Proceeds

We, in accordance with the policies formulated by our Board from time to time, will have flexibility to deploy the Net Proceeds. Pending utilisation of the Net Proceeds for the purposes described above, our Company will temporarily invest the Net Proceeds in deposits only in one or more scheduled commercial banks included in the Second Schedule of the Reserve Bank of India Act, 1934, as amended, as may be approved by our Board.

In accordance with Section 27 of the Companies Act, 2013, we confirm that we shall not use the Net Proceeds for buying, trading or otherwise dealing in shares of any other listed company or for any investment in the equity markets.

Bridge Financing Facilities

We have 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.

Offer Expenses

The total Offer related expenses are estimated to be approximately ₹ [●] million. The Offer related expenses consist of listing fees, underwriting fees, selling commission and brokerage, fees payable to the BRLMs, legal counsels, Registrar to the Offer, Escrow Collection Bank, Public Offer Account Bank, Refund Bank including processing fee to the SCSBs for processing ASBA Forms submitted by ASBA Bidders procured by the Syndicate and submitted to SCSBs, brokerage and selling commission payable to Registered Brokers, RTAs and CDPs, printing and stationery expenses, advertising and marketing expenses and all other incidental expenses for listing the Equity Shares on the Stock Exchanges. All the fees and expenses relating to the Offer shall be shared amongst our Company and each of the Selling Shareholders, upon successful completion of the Offer, as mutually agreed to amongst the Company and the Selling Shareholders. The break-up for the estimated Offer expenses are as follows:

Activity	Estimated expenses ⁽¹⁾ (₹ in million)	As a % of total estimated Offer related expenses ⁽¹⁾	As a % of Offer size ⁽¹⁾
Fees payable to the BRLM including underwriting commission, brokerage and selling commission, as applicable	[●]	[●]	[●]
Advertising and marketing expenses	[●]	[●]	[●]
Printing and stationery expenses			
Fees payable to Registrar to the Offer	[●]	[●]	[●]
Fee payable to legal counsels	[●]	[●]	[●]
Commission/processing fee for SCSBs, Sponsor Bank and Bankers to the Offer. Brokerage, underwriting commission and selling commission and bidding charges for Members of the Syndicate, Registered Brokers, RTAs and CDPs ⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾	[●]	[●]	[●]
Others (Listing fees, SEBI filing fees, upload fees, BSE & NSE processing fees, book building software fees and other regulatory expenses)	[●]	[●]	[●]
Total estimated Offer expenses	[●]	[●]	[●]

(1) Amounts will be finalised and incorporated in the Prospectus on determination of the Offer Price.

(2) Selling commission payable to the SCSBs on the portion of Retail Individual Bidders, Employee Reservation and Non-Institutional Bidders which are directly procured by the SCSBs, would be as follows:

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

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

No additional bidding charges shall be payable by the Company and Selling Shareholder to the SCSBs on the applications directly procured by them

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

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

* For each valid application

(4) Selling commission on the portion for Retail Individual Bidders, Employee Reservation and Non-Institutional Bidders which are procured by Syndicate Member (including their sub Syndicate Members) would be as follows:

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

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

(5) Selling commission on the portion for Retail Individual Bidders, Employee Reservation and Non-Institutional Bidders which are procured by the Registered Brokers, RTAs/CDPs would be as follows:

Portion for Retail Individual Bidders*	₹ [●] per valid application (plus applicable taxes)
Portion for Non-Institutional Bidders*	₹ [●] per valid application (plus applicable taxes)
Portion for Employee Reservation *	[●]% of the Amount Allotted (plus applicable taxes)

* Based on valid applications.

* Amount of selling commission payable to Registered Brokers, RTAs/CDPs shall be determined on the basis of applications which have been considered eligible for the purpose of Allotment. In order to determine to which RTAs/CDPs the commission is payable to, the terminal from which the bid has been uploaded will be taken into account. The bidding charges payable shall be subject to total commission payable being maximum of ₹ [●] plus applicable taxes.

(6) The Processing fees for applications made by Retail Individual Bidders using the UPI Mechanism would be as follows

Payable to Members of the Syndicate including their sub-Syndicate Members)/ RTAs / CDPs	₹ [●] per valid application (plus applicable taxes)
Sponsor Bank	₹ [●] per valid Bid cum Application Form* (plus applicable taxes)

	<p><i>The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NCPI and such other parties as required in connection with the performance of its duties under the SEBI circulars, the Syndicate Agreement and other applicable laws.</i></p>
--	---

Appraising Entity

None of the Objects for which the Net Proceeds will be utilised have been appraised by any agency, including any bank or finance institutions.

Monitoring Agency

In terms of Regulation 41 of the SEBI ICDR Regulations, our Company will appoint a monitoring agency for monitoring the utilisation of the Net Proceeds. Our Audit Committee and the monitoring agency will monitor the utilisation of the Net Proceeds.

Our Company will disclose the utilisation of the Net Proceeds, including interim use under a separate head in our balance sheet for such fiscals as required under applicable law, specifying the purposes for which the Net Proceeds have been utilised. Our Company will also, in its balance sheet for the applicable fiscals, provide details, if any, in relation to all such Net Proceeds that have not been utilised, if any, of such currently unutilised Net Proceeds.

Pursuant to Regulation 32(3) of the SEBI Listing Regulations, our Company shall, on a quarterly basis, disclose to the Audit Committee the uses and applications of the Net Proceeds. On an annual basis, our Company shall prepare a statement of funds utilised for purposes other than those stated in this Draft Red Herring Prospectus and place it before the Audit Committee and make other disclosures as may be required until such time as the Net Proceeds remain unutilised. Such disclosure shall be made only until such time that all the Net Proceeds have been utilised in full. The statement shall be certified by the statutory auditor of our Company. Furthermore, in accordance with Regulation 32(1) of the SEBI Listing Regulations, our Company shall furnish to the Stock Exchanges on a quarterly basis, a statement indicating (i) deviations, if any, in the actual utilisation of the proceeds of the Fresh Issue from the objects of the Fresh Issue as stated above; and (ii) details of category wise variations in the actual utilisation of the proceeds of the Fresh Issue from the objects of the Fresh Issue as stated above. This information will also be published in newspapers simultaneously with the interim or annual financial results and explanation for such variation (if any) will be included in our Director's report, after placing the same before the Audit Committee.

Variation in Objects

In accordance with Sections 13(8) and 27 of the Companies Act, 2013, our Company shall not vary the objects of the Fresh Issue without being authorised to do so by our Shareholders by way of a special resolution through a postal ballot. In addition, the notice issued to our Shareholders in relation to the passing of such special resolution ("**Postal Ballot Notice**") shall specify the prescribed details as required under the Companies Act, 2013. The Postal Ballot Notice shall simultaneously be published in the newspapers, one in English and one in Marathi, the vernacular language of the jurisdiction where our Registered Office is located. Pursuant to Section 13(8) of the Companies Act, 2013, our Promoters will be required to provide an exit opportunity to the Shareholders who do not agree to such proposal to vary the objects, subject to the provisions of the Companies Act, 2013 and in accordance with such terms and conditions, including in respect of pricing of the Equity Shares, in accordance with our Articles of Association, the Companies Act, 2013 and the SEBI ICDR Regulations.

Other Confirmations

No part of the Net Proceeds will be paid by our Company as consideration to our Promoters, Promoter Group, our Directors, our Key Management Personnel or our Group Company. Except in the normal course of business and in compliance with applicable law, there are no existing or anticipated transactions in relation to utilisation of Net Proceeds with our Promoters, Promoter Group, our Directors, our Key Management Personnel or our Group Company.

BASIS FOR THE OFFER PRICE

The Price Band, Floor Price and Offer Price will be determined by our Company and the Selling Shareholders, in consultation with the BRLMs, on the basis of assessment of market demand for the Equity Shares offered through the Book Building Process and on the basis of the quantitative and qualitative factors described below. Investors should also refer to “*Our Business*”, “*Risk Factors*”, “*Restated Financial Statements*” and “*Management’s Discussion and Analysis of Financial Position and Results of Operations*” on pages 139, 26, 206 and 250, respectively, to have an informed view before making an investment decision.

Qualitative factors

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

- Proven ability to acquire vessels at optimal price and deploy vessels;
- Longstanding relationship with major Indian oil and gas customers;
- Quality in-house management of operations and cost competitive vessel management;
- Sizeable and diverse India flagged and owned operating fleet;
- Consistent financial performance;
- Ability to retain advantage of tax regime; and
- Experienced management team.

For further details, see “*Our Business –Competitive Strengths*” on page 141.

Quantitative factors

Some of the information presented below relating to our Company is derived from the Restated Financial Statements.

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

I. Basic and diluted earnings per share (“EPS”)

Fiscal	Basic and Diluted EPS (₹)	Weight
Fiscal 2020	14.03	3
Fiscal 2019	8.13	2
Fiscal 2018	18.50	1
Weighted Average	12.81	-
Nine-month period ended December 31, 2020*	20.88	-

* Not annualized

Note: The weighted average EPS calculated above is a product of EPS and the respective assigned weights, dividing the resultant by total aggregate weight. Weights applied have been determined by the management of the Company.

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

Particulars	P/E at the lower end of the Price Band (number of times)	P/E at the higher end of the Price Band (number of times)
Based on basic EPS for Fiscal 2020	[●]	[●]
Based on diluted EPS for Fiscal 2020	[●]	[●]

Industry Peer Group P/E ratio

Particulars	Industry P/E (number of times)

Particulars	Industry P/E (number of times)
Highest	41.58
Lowest	-260.90
Average	-25.39

Note:

The industry high and low has been considered from the industry peer set provided later in this chapter. The industry composite has been calculated as the arithmetic average of P/E for industry peer set disclosed in this section. All the financial information for listed industry peers mentioned above is sourced from the audited financial statements of the relevant companies for Fiscal 2020, as available on website of stock exchanges.

III. Return on Average Net Worth (“RoNW”)

Derived from the Restated Financial Statements:

Financial Year ended	RoNW (%)	Weight
Fiscal 2020	10.6%	3
Fiscal 2019	6.4%	2
Fiscal 2018	19.9%	1
Weighted Average	10.7%	-
Nine-month period ended December 31, 2020*	13.9%	-

* Not annualized

Note: The weighted Average Return on Average Net Worth calculated above is a product of Average Net Worth and the respective assigned weights, dividing the resultant by total aggregate weight. Weights applied have been determined by the management of the Company.

Return on average net worth (%) = Profit/(loss) for the year from operations, divided by Average Net Worth.

Net Worth means the aggregate value of the paid-up share capital of our Company and all reserves created out of profits and securities premium account, net of pre-offer expenses, derived from the restated statement of assets and liabilities of our Company in the Restated Financial Statements.

IV. Net asset value per Equity Share (face value of ₹ 10 each)

I. Net Asset Value per Equity Share derived from the Restated Financial Statements:

As on March 31, 2020: ₹ 139.96.

As on December 31, 2020: ₹ 160.74

II. After the Offer*:

(a) At the Floor Price: ₹ [●]

(b) At the Cap Price: ₹ [●]

III. Offer Price*: ₹ [●]

**To be updated in the Prospectus.*

Note:

Net asset value per Equity Share = Net Worth, including Share Capital and Reserves & Surplus, at the end of the year divided by total number of Equity Shares outstanding at the end of year.

V. Comparison with listed industry peers

Following is the comparison with our peer companies listed in India:

Sr. No.	Name of the Company	For the year ended March 31, 2020						
		Face value (₹)	Revenue from contracts with customers ⁽¹⁾ (₹ in million)	Basic EPS (₹)	Diluted EPS (₹)	P/E (based on Diluted EPS) ⁽²⁾	Return on average net worth (%) ⁽³⁾	NAV per Equity Share (₹) ⁽⁴⁾
1.	Seven Islands Shipping Limited	10	7,110.26	14.03	14.03	[•]	10.6%	139.96
Peer Group								
1.	The Shipping Corporation of India Limited	10	44,254.4	7.2	7.2	12.12	4.5%	162.01
2.	The Great Eastern Shipping Company Limited	10	36,867.3	13.9	13.9	18.48	3.0%	462.39
3.	VRL Logistics Limited	10	21,185.4	10.0	10.0	22.92	14.6%	68.28
4.	Transport Corporation of India Limited	2	27,178.4	18.5	18.5	13.45	14.0%	133.27
5.	Blue Dart Express Limited	10	31,751.3	(17.6)	(17.6)	-260.90	(8.5)%	206.86
6.	TCI Express Limited	2	10,319.6	23.2	23.2	41.58	26.4%	87.93

Source: All the financial information for listed industry peers mentioned above is on a consolidated basis sourced from the Annual Reports of the respective company for the year ended March 31, 2020.

Notes:

1. Revenue from contracts with customers has been sourced from the audited consolidated financial results of the respective company for the year ended March 31, 2020
2. P/E Ratio has been computed based on the closing market price of equity shares on the BSE on February 12, 2021 divided by the Diluted EPS.
3. RoNW is computed as net profit after tax (excluding other comprehensive income) divided by the closing net worth. Net worth has been computed as sum of share capital and reserves and surplus.
4. NAV is computed as the closing net worth divided by the closing outstanding number of equity shares.

Investors should read the above mentioned information along with “Risk Factors”, “Our Business”, Management Discussion and Analysis of Financial Position and Results of Operations” and “Financial Information” on pages 26, 139, 250 and 206, respectively, to have a more informed view. The trading price of the Equity Shares could decline due to the factors mentioned in the “Risk Factors” and you may lose all or part of your investments.

STATEMENT OF TAX BENEFITS

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO SEVEN ISLANDS SHIPPING LIMITED AND ITS SHAREHOLDERS UNDER THE APPLICABLE LAWS IN INDIA

The Board of Directors
Seven Islands Shipping Limited
Suite 3A, 3B and 4, Level 8,
B Wing, Times Square
Andheri – Kurla Road, Andheri (East),
Mumbai – 400 059

Dear Sirs,

Statement of Possible Special Tax Benefits available to Seven Islands Shipping Limited and its shareholders under the Indian tax laws

1. We hereby confirm that the enclosed Annexure 1 and 2 (together the “Annexures”), prepared by Seven Islands Shipping Limited (‘the Company’), provides the possible special tax benefits available to the Company and to the shareholders of the Company as stated in those Annexures, under:

- the Income-tax Act, 1961 (‘the Act’) as amended by the Finance Act, 2020, i.e. applicable for the Financial Year 2020-21 relevant to the assessment year 2021-22,
- the Central Goods and Services Tax Act, 2017 / the Integrated Goods and Services Tax Act, 2017 (“GST Act”) the Customs Act, 1962 (“Customs Act”) and the Customs Tariff Act, 1975 (“Tariff Act”) as amended by the Finance Act, 2020, i.e., applicable for the Financial Year 2020-21 relevant to the assessment year 2021-22, presently in force in India

The Act, GST Acts, the Customs Act and the Tariff Act, as defined above, are collectively referred to as the “Relevant Acts”

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 Annexures are not exhaustive and the preparation of the contents stated is the responsibility of the Company’s management. We are informed that these Annexures are only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the proposed initial public offer of equity shares of face value of Rs. 10 each of the Company (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 Annexures 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.
5. This Statement is issued solely in connection with the Issue of the Company and is not to be used, referred to or distributed for any other purpose.

For S R B C & CO LLP
Chartered Accountants
ICAI Firm Registration Number: 324982E/E300003

per Firoz Pradhan
Partner
Membership Number: 109360
UDIN: 21109360AAAAAS4144
Place of Signature: Mumbai
Date: February 13, 2021

sd/-

ANNEXURE 1 TO THE STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS UNDER THE APPLICABLE TAX LAWS IN INDIA

Under the Income-Tax Act, 1961 (hereinafter referred to as ‘the Act’), as amended by the Finance Act 2020, applicable for Financial Year 2020-21 relevant to Assessment Year 2021-22¹

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

Tonnage Income

1. A new Chapter XII-G is inserted in the Income Tax Act, 1961 (‘Act’) containing Sections 115V to 115VZC which provides for special provisions relating to taxation of the income of shipping companies popularly known as tonnage tax scheme for taxation of shipping profits. Provisions are introduced with effect from 1st April, 2005 and, are applicable accordingly, in relation to assessment year 2005 – 2006 and subsequent years. The notional income arising from the operation of a ship is determined based on the tonnage of the ship which is then taxed at the normal corporate rate applicable for the year.
2. Section 115 VC defines the term “qualifying company”. A company will be regarded as a qualifying company if it is an Indian company who has a place of its effective management is in India, The company must own at least one ‘Qualifying Ship’ and the main object of the Company is to carry on the business of operating ships.
3. Section 115 VD defines the term “Qualifying Ship”. A ship will be regarded as a Qualifying Ship, it is a seagoing ship or a vessel with a capacity of at least 15 Net Tonnage, it is registered under Merchant Shipping Act, 1958 and it holds a valid certificate indicating its net tonnage is in force. (issued by Director General of Shipping)
4. Section 115VG gives the manner of computation of the daily tonnage income which when multiplied by the number of days the ship operated, will give the annual tonnage income from the ship. Relevant shipping income, which replaces the actual income from the operations, is defined in section 115 V-I Section 115VJ gives the treatment of common costs.

Net Tonnage of the Qualifying Ship	Daily Tonnage Income
Upto 1,000 Tons	Rs. 70/- per 100 Tons
More than 1,000 Tons but upto 10,000 Tons	Rs. 700/- + Rs. 53/- for each 100 Tons in excess of 1,000 Tons
More than 10,000 Tons but upto 25,000 Tons	Rs. 5,470/- + Rs. 42/- for each 100 Tons in excess of 10,000 Tons
More than 25,000 Tons	Rs. 11,770/- + Rs. 29/- for each 100 Tons in excess of 25,000 Tons

5. As per section 115V-I, relevant shipping income for the purpose of tonnage taxation is a sum of profits from core activities and profits from incidental shipping income (to the extent of one-fourth per cent of the turnover from core activities). Where the incidental shipping income exceeds one-fourth per cent of the turnover from core activities, it is not subject to tax under tonnage tax scheme and shall be taxable under the other provisions of this Act.
6. As per Section 115VL the Tonnage tax income so computed in accordance with the provisions of Section 115VG, shall be the final taxable income. No further deduction will be allowed there from on account of any actual expenditure/loss/allowance/depreciation enumerated in section 30 to section 43B incurred to earn such tonnage tax income. No deduction will be allowed under Chapter VI-A from such TONNAGE TAX income. If Relevant Shipping Income (RSI) is negative, then such negative RSI shall be ignored. No set off or carry forward will be allowed in respect of such negative RSI. The profits from the business of operating qualifying ships will not be taken into consideration for the purpose of MAT as per section 115VO.

¹ Impact of Budget 2021 has not been considered since the same is yet at proposal stage and the Finance Act has not been enacted

7. In terms of section 115VT, a tonnage tax company has to create a reserve of at least 20% of its book profits derived from the activities referred to in clauses (i) and (ii) of sub-section (1) of section 115V-I of the Act in each year to be utilized for the purpose of acquisition of new ships within eight years next following the previous year in which the amount was credited. However, until the acquisition of a new ship the amount so credited to the reserve could be utilised for the purposes of the business of operating qualifying ships other than for distribution by way of dividends or profits or for remittance outside India as profits or for the creation of any asset outside India. On completion of eight years, the remaining amount which bears the same proportion to the total relevant shipping income of the year in which such reserve was created, as the amount out of such reserve so not utilised bears to the total reserve created during that year under sub-section (1) shall be taxable under the other provisions of this Act.

Lower corporate tax rate under Section 115BAA of the Act

8. A new Section 115BAA has been inserted by the Taxation Laws (Amendment) Act, 2019 (“the Amendment Act, 2019”) w.e.f. April 1, 2020 granting an option to domestic companies to compute corporate tax at a reduced rate of 25.17% (22% plus surcharge of 10% and cess of 4%), provided such companies do not avail specified exemptions/incentives. The Company has already exercised the above option to avail benefit of lower tax rate with effect from FY 2019-20.

II. SPECIAL TAX BENEFITS AVAILABLE TO THE SHAREHOLDERS UNDER THE ACT

1. There are no special tax benefits available to the shareholders of the Company

Notes:

1. The above statement of possible special tax benefits (“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 special tax benefits under the Act, read with the relevant rules, circulars and notifications and does not cover any benefit under any other law in force in India.
3. The above Statement is as per the current direct tax laws relevant for the assessment year 2021-22. Several of these benefits are dependent on the Company fulfilling the conditions prescribed under the relevant tax laws.
4. The Company has evaluated and decided to exercise the option permitted under Section 115BAA of the Act for the purpose of computing its income-tax liability for the Financial Year 2019-20 and accordingly, the special direct tax benefits, available for Financial Year 2020-21, are captured to the extent the same are relevant to a Company exercising such option.
5. 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.
6. In respect of non-residents, the tax rates and consequent taxation mentioned above will be further subject to any benefits available under the relevant Double Taxation Avoidance Agreement, if any, entered into between India and the country in which the non-resident has fiscal domicile.
7. We have not commented upon the taxation aspect under any law for the time being in force, as applicable, of any country other than India. Each investor is advised to consult its own tax consultant for taxation in any country other than India.
8. 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 Seven Islands Shipping Limited

sd/-

sd/-

Capt. Thomas W. Pinto
Chairman and Managing Director
DIN: 00053721

Mr. Warren G. Pinto
Chief Financial Officer

Date: February 13, 2021
Place: Mumbai

ANNEXURE 2 TO THE STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS UNDER THE APPLICABLE TAX LAWS IN INDIA

I. The Central Goods and Services Tax Act, 2017 / the Integrated Goods and Services Tax Act, 2017 (“GST Act”), the Customs Act, 1962 (“Customs Act”) and the Customs Tariff Act, 1975 (“Tariff Act”) (collectively referred to as “indirect tax”)

1. Special indirect tax benefits available to the Company

- a) In the Goods & Services Tax (‘GST’) regime, the supply of service by way of transport of goods in a vessel is taxable at a reduced rate of 5% with the restriction that credit of input tax charged on goods (other than on ships, vessels including bulk carriers and tankers) used in supplying the service has not been taken.

The Company is availing the benefit of reduced rate of 5% and is not availing any input tax credit on its procurements of goods other than on ships, vessels including bulk carriers and tankers.

2. Special indirect tax benefits available to Shareholders

There are no indirect tax benefits applicable in the hands of the shareholders for investing in the shares of the Company.

Notes:

- 3.1 This Annexure sets out only the possible special tax benefits available to the Company and its Shareholders under the Central Goods and Services Tax Act, 2017 / the Integrated Goods and Services Tax Act, 2017 and applicable State Goods and Services Tax Act, 2017 (“GST Acts”), the Customs Act, 1962 (“Customs Act”) and the Customs Tariff Act, 1975 (“Tariff Act”), as amended by the Finance Act 2020 applicable for the Financial Year 2020-21 (unless otherwise specified), presently in force in India.
- 3.2 This Annexure 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, the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Proposed IPO.
- 3.3 This annexure covers only indirect tax laws benefits and does not cover any income tax law benefits or benefit under any other law.
- 3.4 These comments are based upon the provisions of the specified indirect tax laws, and judicial interpretation thereof prevailing in the country, as on the date of this Annexure.

- 3.5 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 Seven Islands Shipping Limited

sd/-

sd/-

Capt. Thomas W. Pinto
Chairman and Managing Director
DIN: 00053721

Mr. Warren G. Pinto
Chief Financial Officer

Date: February 13, 2021
Place: Mumbai

SECTION VI - ABOUT OUR COMPANY

INDUSTRY OVERVIEW

Unless noted otherwise, the information in this section is obtained or extracted from “Analysis of Indian and global liquid seaborne logistics” dated January 2021 (the “**CRISIL Report**”) prepared and issued by CRISIL Research, a division of CRISIL Limited, on our request. Neither we nor any other person connected with the Offer have independently verified industry and third party related information. The data may have been re-classified by us for the purposes of presentation. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry sources and publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends. Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. Accordingly, investors must rely on their independent examination of, and should not place undue reliance on, or base their investment decision solely on this information. The recipient should not construe any of the contents in this report as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning the transaction. Also, see “Risk Factors –Industry information included in this Draft Red Herring Prospectus has been derived from an industry report commissioned by us for such purpose. There can be no assurance that such third-party statistical, financial and other industry information is either complete or accurate.” on page 45.

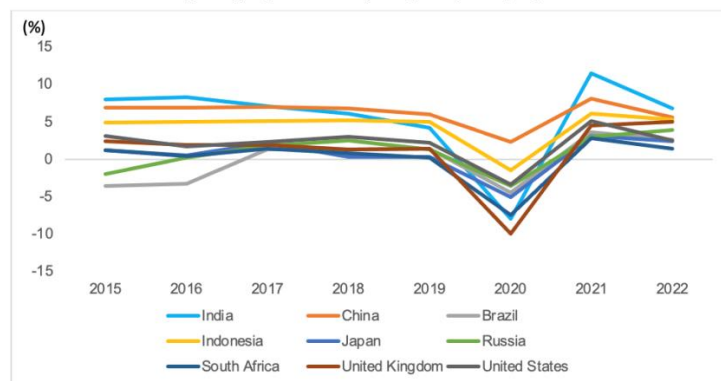
Indian Macroeconomic Overview

India’s GDP to Recover Sharply

India is one of the fastest-growing economies in the world. Over the past four fiscals, India’s macroeconomic situation has gradually improved: the twin deficits (current account and fiscal) have been narrowing and the growth-inflation mix has improved, and durably so.

As of January 2021, the International Monetary Fund (IMF) expects India’s GDP to decrease by 8% in 2020 from 1.8% growth estimated in April 2020. The pandemic is expected to reduce world output by 3.5% in 2020. However, the IMF also forecasts India’s GDP will recover significantly and grow at 11.5% in 2021 and 6.8% in 2022, making it one of the fastest growing major economies in the world, whereas the global economy is expected to grow by 5.5% in 2021 and 4.2% in 2022.

India is one of the fastest-growing major economies (GDP growth, % on-year)



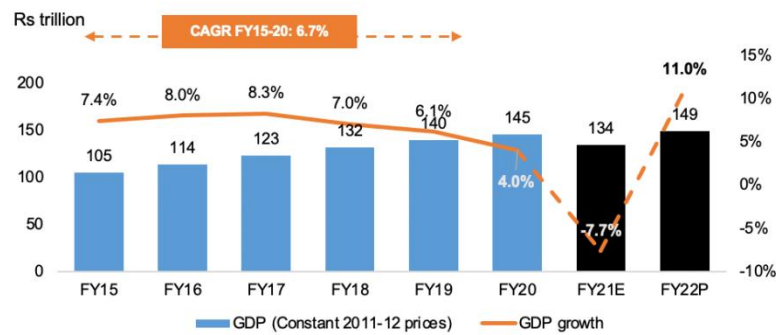
Note: GDP growth is based on constant prices, P. Projected
Source: IMF (World Economic Outlook - Jan 2021 update), CRISIL Research

GDP to recover over the medium term

In the budget for Fiscal 2022, the focus on increasing capital expenditure (capex), despite the tight fiscal budget, creates a platform for higher growth. Given that focus is on increasing investment rather than consumption, the full

impact of this increase will be seen in the near term via multiplier effects, and over time, through the enhancement of productive capacity. To that extent, the budgetary provisions help raise the medium term prospects for the economy. Despite the spurt in growth on-year, real GDP in Fiscal 2022 is expected to only be 2.4% higher than in Fiscal 2020. Growth will be driven by a weak base, the effects of the rising global growth-tide effect, control over the spread of COVID-19 cases, and the start of vaccinations will increase confidence and support stronger recovery. In Fiscal 2022, manufacturing is expected to continue outperforming the services sector, especially domestic contact bases services. With inflation reducing, the monitor policy will stay accommodative for a while.

GDP growth outlook for India severely impacted by the pandemic



Note: E - Estimated and P - Projected
Source: National Statistics Office (NSO), International Monetary Fund (IMF) and CRISIL Research estimates

Evolution of Seaborne Trade

Growth in global seaborne trade continued to be sluggish in calendar year 2019

As per the latest available data from United Nations Conference on Trade and Development (UNCTAD), world seaborne trade grew at a pace of 1% on-year to 11,079 million tonnes in 2019, mainly attributable to improvement in dry bulk trade, coupled with growth in the container segment. Dry bulk trade, which formed about 50% to 55% of international seaborne trade, grew 4% on-year, mainly because of strong import demand from China, one of the major contributors to dry bulk trade. The POL segment, which accounts for about 29% to 30% of total seaborne trade, grew 2.4% due to increased demand from refineries and increasing exports from the US. The container segment registered a stronger growth of 6.4% on-year, following a global recovery supported by other positive trends.

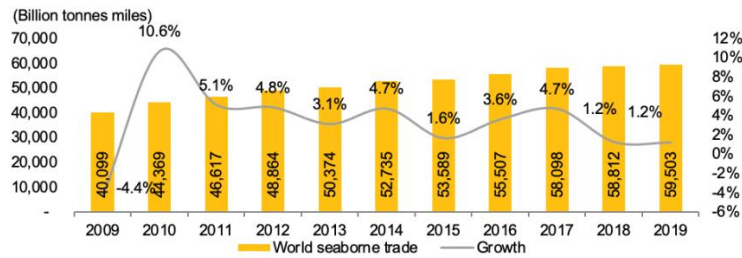
Trend in world seaborne trade (million tonnes loaded, calendar years 2009 to 2019)



Note: All data corresponds to calendar years.
Source: UNCTAD

The tonne-mile demand, which is an important maritime transport activity parameter, is estimated to have increased by approximately 1.2% on-year to 59,503 billion tonnes in 2019.

Trend in world seaborne trade (tonne miles, 2009-2019)

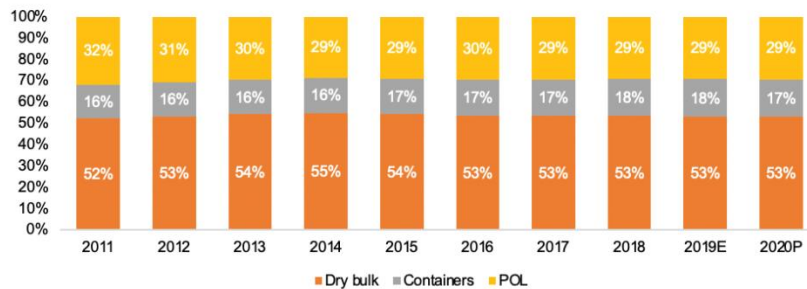


Note 1: All data corresponds to calendar years.
 Note 2: *Estimated; ** Forecasted
 Source: UNCTAD

Share of dry bulk trade in the overall seaborne trade has been increasing

In terms of commodity mix, seaborne trade can be broadly classified into (i) POL; (ii) Dry bulk (major and minor bulks); and (iii) container cargo.

Commodity-wise split of world seaborne trade (tonne loaded, 2011-2020)



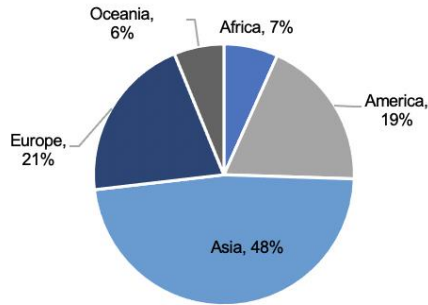
Note: All data corresponds to calendar years.
 Source: UNCTAD

The share of POL in total seaborne trade declined from 32% in 2011 to 29% in 2020 because of slower growth in POL shipments, which increased at about 2% CAGR between 2011 and 2020. On the other hand, the share of containerised cargo in total seaborne shipments grew from 16% in 2011 to 17% in 2020. Container shipments grew about 4% CAGR between 2011 and 2020 due to heightened containerisation of commodities.

Asia continues to dominate global seaborne trade

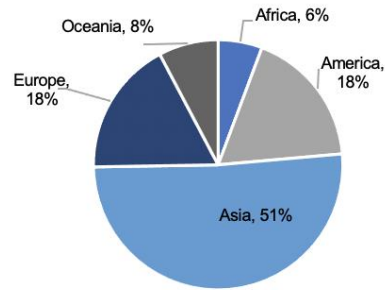
Between 2010 and 2019, Asia continued to dominate global seaborne trade, followed by the Americas and Europe. Asia continues to dominate global trade in terms of key commodities traded such as POL and dry bulk. The region's influence has grown because of major emerging economies such as China and India, which have continued to see substantial growth in manufacturing and infrastructure during the period.

Share of global seaborne trade - tonne loaded (by regions, 2010)



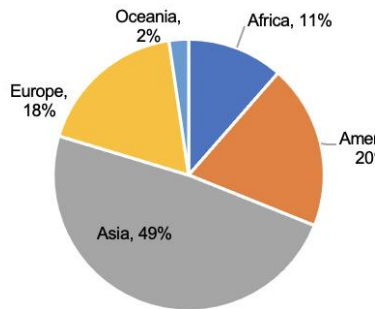
Note: All data corresponds to calendar years.
Source: UNCTAD

Share of global seaborne trade – tonne loaded (by regions, 2019)



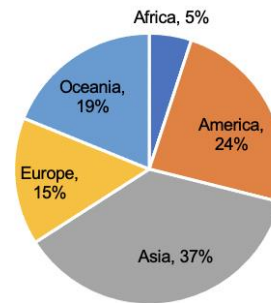
Note: All data corresponds to calendar years.
Source: UNCTAD

Split of global POL trade – tonne loaded (2019)



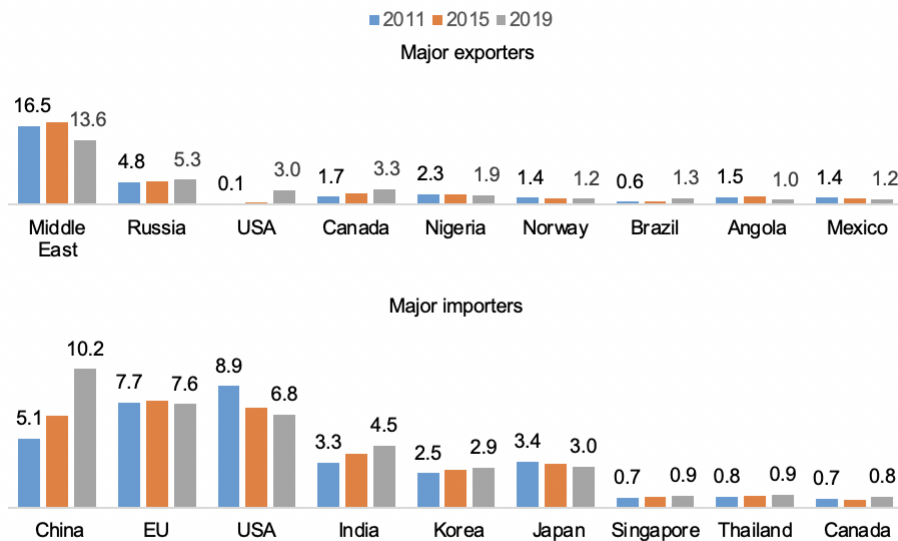
Note: All data corresponds to calendar years.
Source: UNCTAD

Split of global dry-bulk trade – tonne loaded (2019)



Note: All data corresponds to calendar years.
Source: UNCTAD

Major trade lanes for crude oil point towards Asia (Export/import – MBPD)



Source: Gibson Shipbrokers, CRISIL Research

Developed economies, transition economies and developing economies

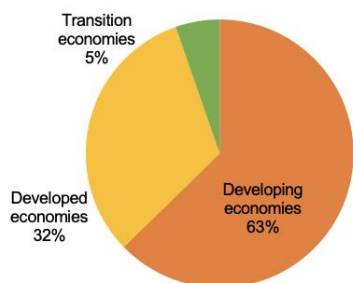
Over the past four decades, seaborne trade has undergone a shift in terms of composition. This is reflective of

globalised manufacturing processes, longer supply chains and expanding energy and industrial commodity needs of developing countries, as well as their growing requirements for consumer goods and processed products.

The contribution of various regions to world seaborne trade volume reflects the strength of large emerging developing economies and underscores the concentration of resources and raw materials, which make up the bulk of the seaborne trade.

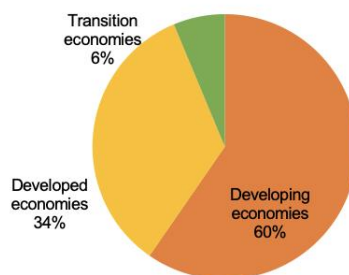
Between 2010 and 2019, developing countries have remained key world importers and exporters and have continued to contribute larger shares to total volumes of international seaborne trade. Their contribution with regard to global goods loaded in 2019 has been estimated at 60%.

Share of global seaborne trade – tonne loaded (by economy type, 2010)



Note: All data corresponds to calendar years.
Source: UNCTAD

Share of global seaborne trade – tonnes loaded (by economy type, 2019)



Note: All data corresponds to calendar years.
Source: UNCTAD

COVID-19 weighed down on the shipping industry's growth in 2020

The global health and economic crisis triggered by the pandemic has upended the landscape for maritime transport and trade and significantly affected growth prospects. UNCTAD expects the volume of international maritime trade to decline by 4.1% in 2020. Amid supply-chain disruptions, demand contractions and global economic uncertainty caused by the pandemic, the global economy was severely hurt by the twin shocks of supply and demand. Moreover, the pandemic led to reductions and delays in newbuilding deliveries and brought ship recycling to a standstill. This can be attributed to the lockdown-induced labour shortage in the shipbuilding and ship-recycling segments. In addition, other measures implemented to reduce the spread of the pandemic, such as travel restrictions, made it impossible for owners to arrange visits or obtain a crew for final delivery. Port closures also affected tonnage arrival into scrapping destinations on the Indian subcontinent.

The pandemic also had a significant impact on the manufacturing segments of the maritime supply chain. In February 2020, deliveries from China fell to their lowest in 15 years, with only four ships delivered. As lockdowns were gradually lifted, industrial activity resumed. China was reported to have returned to 50% of its 2019 output average in March 2020.

Impact of Covid-19 across commodities

Commodity	Growth (2020)	Remarks
POL	-6% to -7 %	<ul style="list-style-type: none"> Limited movement of people during the pandemic-induced lockdowns led to lower demand for petroleum, gasoline and diesel, which ultimately impacted crude oil movement in 2020
Dry bulk	-4% to -6%	<ul style="list-style-type: none"> Lower power demand amid the COVID-19 pandemic affected coal exports from major countries, such as Indonesia and Australia Iron ore demand from China was still higher, as instances of stocking up increased
Containers	-6% to -8%	<ul style="list-style-type: none"> Lockdown-induced consumption uncertainty has subsided by Q4, partially led by e-retail growth and festive consumption

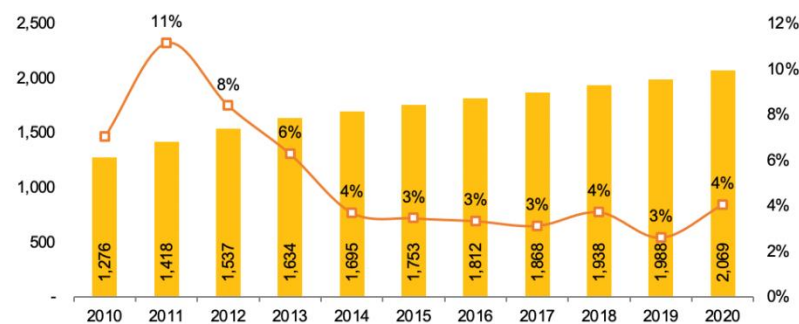
Evolution of world fleet

Overall fleet

Growth in global fleet tonnage moderated over the past five years

Global commercial vessel fleet grew at compound annual growth rate (“CAGR”) of 5% between 2010 and 2019, from 1,276 million deadweight tonnage (DWT) to 2,069 million DWT. The tonnage growth peaked at 11% in 2011 due to the delivery of orders that were placed before 2008 and had got delayed due to the economic crisis. However, post-2011, the tonnage growth has been on a decline. It tapered to around 3% to 4% between 2014 and 2020. The sluggish growth in tonnage during the latter half of the past decade has been due to overcapacity across segments, leading to a rise in scrappage and decline in new orders.

Growth in global fleet tonnage (2010-2019) – million DWT

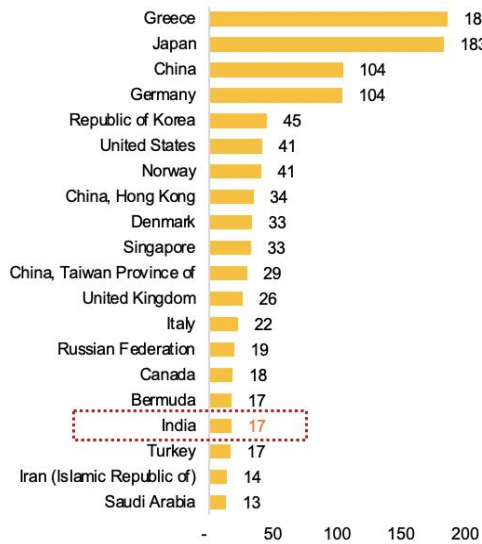


Note: Fleet size as of January 1 of each year.
Source: UNCTAD

Greece, Japan continue to dominate fleet ownership; China, Singapore have gained significantly

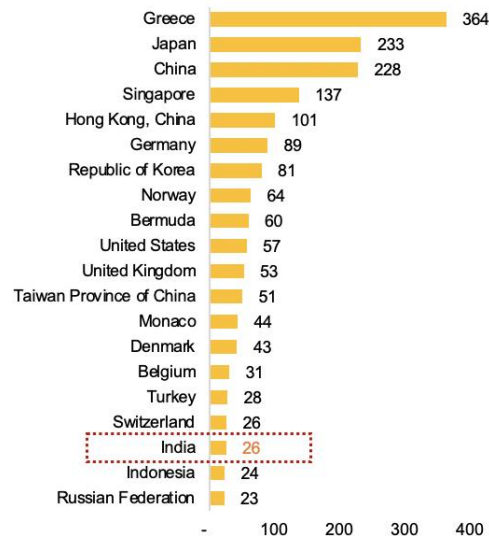
Even though developed countries still account for about 60% of global vessel ownership (as on January 1, 2020), the share of developing countries has been on the rise, driven by rapid infrastructure development, and the consequent expansion in trade. While countries such as Greece and Japan have traditionally been leading ship-owning countries, fleet sizes in emerging Asian economies such as China and Singapore have expanded rapidly over the past decade.

Breakup of global tonnage by ownership (2010)



Note: As of January 1, 2010
Source: UNCTAD

Breakup of global tonnage by ownership (2020)



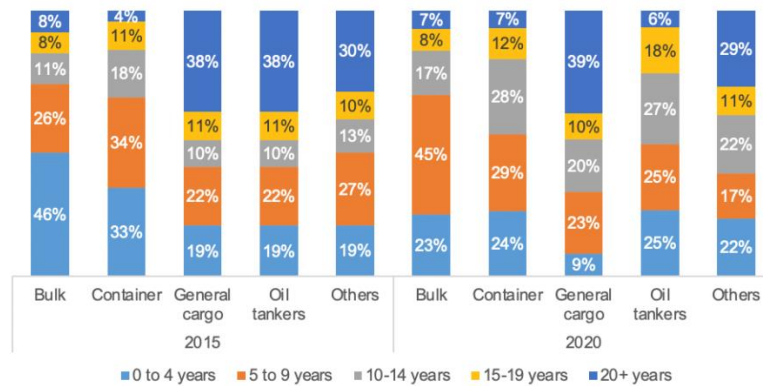
Note: As of January 1, 2020
Source: UNCTAD

Between 2010 and 2020, China’s fleet strength more than doubled from 104 million DWT to 228 million DWT, due to the country’s massive manufacturing growth and infrastructure development, which saw its share in global trade rise rapidly. Singapore’s fleet more than quadrupled from 33 million DWT to 137 million DWT. Among developed Asian countries, Greece also witnessed a steep growth with its fleet increasing from 186 million DWT to 364 million DWT. India, however, saw its fleet size increase at a sluggish approximately 5% CAGR, from 14 million DWT to 22 million DWT.

Average age of the world fleet has been decreasing

The average age of the world fleet has been on the slide. At the beginning of 2020, the average age of commercial vessels was 10.76 years (in terms of tonnage), compared to 12.49 years in 2010. Owing to fleet additions over the past decade, the current average age is lower versus that of previous decades. At start of 2020, among the main vessel types, 62% of dry bulk vessels (in terms of tonnage) were under 9 years old, while about one third of container carriers were less than nine years old. In the case of tankers, the proportion of vessels under 9 years of age also declined over the past decade. The age distribution of the fleet is also indicative of the growth in vessel sizes over the past decade. Container ships, specifically, have increased their average carrying capacity; those built 15 to 19 years ago have an average size of 28,000 DWT, while those built in the past four years are nearly 3 times larger, with an average size of nearly 80,000 DWT. In the early 2000s, a typical dry or liquid bulk ship was 2 to 3 times larger than a new container ship, whereas at present, new container vessels have the largest average tonnage.

Age-wise breakup of global tonnage (DWT) (2015-2020)



Note: As on January 1 of the respective years.
Source: UNCTAD

Tankers and LPG carrier fleet

Among tankers, VLCCs continue to account for the largest share in terms of global tanker tonnage

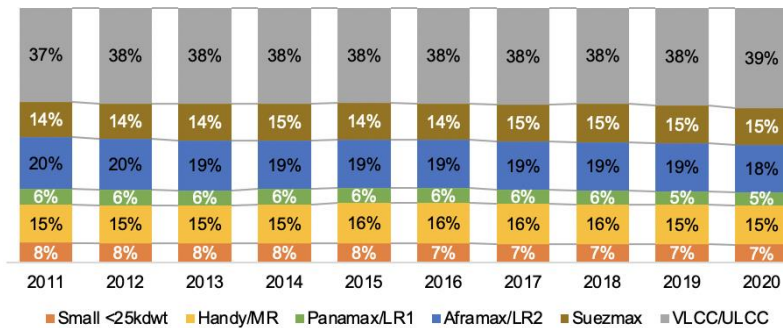
Classification of tankers, as per vessel size

Liquid tankers				
Average freight rate assessment (AFRA) scale			Flexible market scale	
	Class	Size in DWT	Class	Size in DWT
Oil products	Small	Up to 10,000	Handymax	10,000-50,000
	General purpose tanker	10,000-24,999	Supramax	50,000-60,000
	Medium range tanker	25,000-44,999	Panamax	60,000-80,000
Products or crude	Large range 1 (LR1)	45,000-79,999	Aframax	80,000-120,000
	Large range 2 (LR2)	80,000-159,999	Suezmax	120,000-200,000
Crude	Very large crude carrier (VLCC)	160,000-319,999	VLCC	200,000-320,000
	Ultra large crude carrier (ULCC)	320,000-549,999	ULCC	320,000-550,000

Source: AFRA scale

In 2020, approximately 39% of the global liquid seaborne logistics fleet was VLCC vessels, followed by Aframax/LR2, Handy/MR, and Suezmax with 17%, 15% and 15% respectively. VLCCs, also known as 'supertankers', transport crude oil from the Gulf, West Africa, the North Sea and Prudhoe Bay to destinations in the US, Mediterranean Europe and Asia. Aframax vessels ply in the basins of the Black Sea, North Sea and Caribbean Sea, and are best suited for short- to medium-haul routes. These vessels help in shipping oil to ports that do not possess the infrastructure to accommodate VLCCs. However, VLCCs have continued to account for nearly 40% of global tanker tonnage over the last decade.

Size-wise breakup of global tanker tonnage (DWT) (2011-2020)

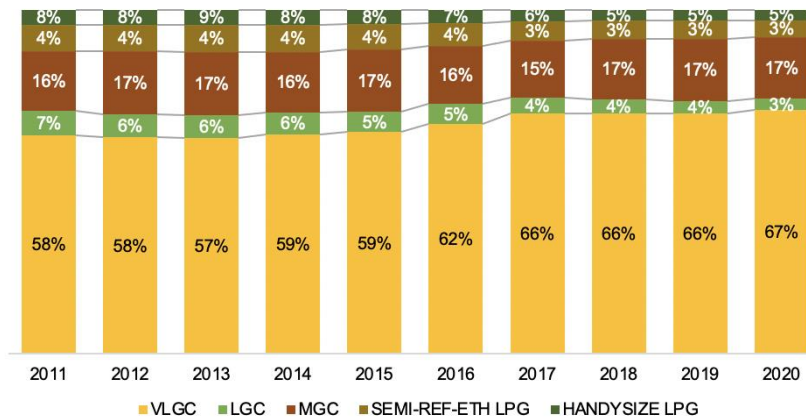


Note: All data corresponds to calendar years.
Source: Gibson Shipbrokers

Among LPG carriers, VLGCs hold the largest share, which has increased during the last decade

In 2020, VLGCs accounted for 67% of global LPG carrier tonnage, which increased from 58% in 2011. In particular, demand for VLGCs increased once US seaborne LPG imports rose post-2012, when the price differential increased between shale-linked US LPG and crude oil-linked Middle East LPG due to elevated crude oil prices. New VLGC orders were placed during this period, and the share of VLGCs increased drastically once they were delivered to the fleet, especially from 2016 onwards. MGC and SGC (including semi-refrigerated ethane carriers, and handysize and small LPG carriers) are the other major segments, with a share of 17% and 13%, respectively, in 2020. The share of SGCs (which can carry petrochemicals and ammonia, apart from LPG) declined from 19% to 13% during the past decade from 2011 to 2020.

Size-wise breakup of LPG carrier tonnage (DWT) (2011-2020)



Note: All data corresponds to calendar years.
Source: Gibson Shipbrokers

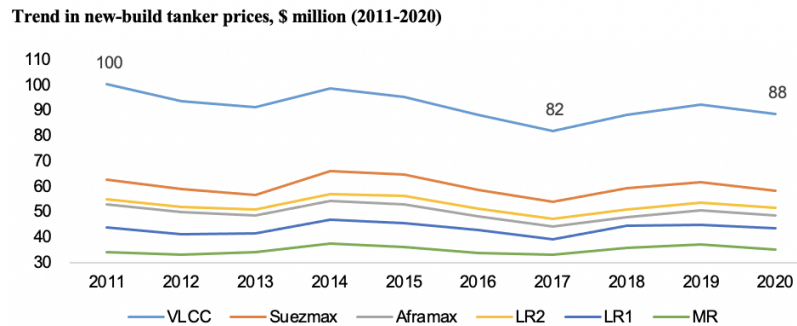
In 2020, tanker prices across vessel segments were slightly lower than 2015 levels

New-build prices for vessels anticipate trends in future freight rates, as demand for newer vessels typically mirror growth in trade. Consequently, a depressed new-build price environment is indicative of weak demand for vessels, on account of a subdued trade environment. CRISIL Research observed that new-build prices in 2020 across tankers vessel categories were 10% to 15% below 2011 levels. This was largely due to changing trade dynamics, which created an oversupply of merchant vessels and compelled prospective buyers to delay or cancel vessel purchases.

As far as the tanker segment is concerned, lower growth in crude oil and product trade, despite increasing long-haul trade, resulted in slower growth in tonne-mile demand. There were changes in production patterns (location of global refineries), volume, geopolitical scenario and structure of demand. For instance, in 2009, oil was traded from

the Atlantic to India and China, but from 2015 onwards, oil movement from the Middle East to China, India and other Asia-Pacific regions started to increase as exports from Africa (from countries such as Nigeria, Libya and Algeria) decreased. However, expansion in exports from Brazil and the US has supported long-haul journeys from the Atlantic to Asia in recent years.

As per data compiled by Gibson Shipbrokers, average new-build prices in 2020 across larger tanker vessels (VLCC, Suezmax, Aframax and LR2) were 6% to 12% lower than 2011 levels. In addition, among vessel categories, VLCC new-build prices were 7% lower in 2020 than 2015 levels, marginally better than other large vessel categories.



Note: All data corresponds to calendar years.
Source: Gibson Shipbrokers

Evolution in demand-supply dynamics and charter rates

Snapshot of tanker charter market

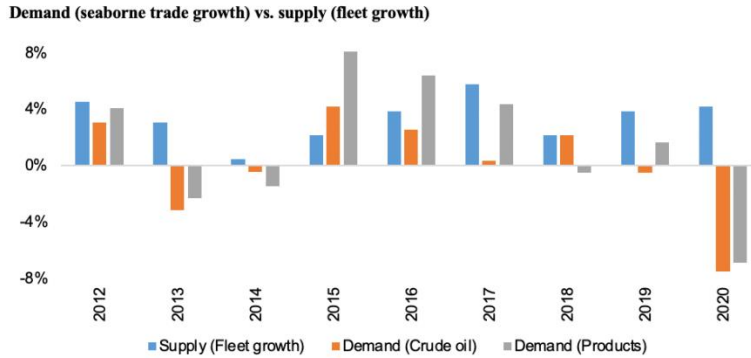
The POL transportation business can be classified into two types – transportation of crude oil and transportation of lubricant and oil products. Crude oil is transported in large tankers called Aframax, Suezmax, VLCC and ULCC. Lubricant and oil products are transported in smaller tankers called Small tankers, General Purpose (GP) tankers, Medium Range (MR) tankers and Long Range (LR) tankers.

India imports a major portion of the crude oil that it needs for processing at its refineries. This is imported in Aframax, Suezmax and VLCC tankers to ports that are close to refineries. ULCCs are not usually used to import crude oil into India because of the lack of draft that is required for such vessels. Coastal transport involves transporting refined oil products from refineries to the ports that are considered demand centres. This trade is carried out in Small, GP and MR tankers.

There are two scales of classification of tanker sizes. Many a time the nomenclature under both these scales is used interchangeably. For example, General Purpose tankers and Medium Range tankers are collectively called Handymax tankers. Long Range 1 tankers are also called Panamax tankers.

Tanker charter rates grew in 2019 and 2020, after falling between 2016 to 2018

The tanker market is mainly concerned with the transportation of crude oil and petroleum products, which, taken together, represent approximately 30% of the world seaborne trade by tons loaded (as of 2020). Crude oil and petroleum products provide energy to the various transport modes and the manufacturing processes, apart from providing essential inputs for the production of manufactured goods. Interplay of demand and supply leads to variations in freight rates. When supply exceeds demand, rates come under pressure, and vice versa. Moreover, changes in tonne-mile demand (due to changes in commodity flows between production and consumption centres).



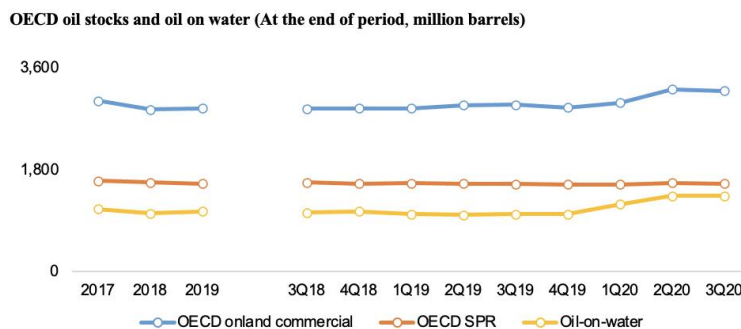
Note: All data corresponds to calendar years.
Source: Gibson Shipbrokers

During the boom of 2008, the tanker market was robust, supported by strong import growth from the North Atlantic and Asia, optimum supply capacities, and high freight rates. The ensuing economic slowdown, however, saw the time charter rates for tankers proceeding on a downward trajectory until 2013. The difficult market environment was a result of weak demand and overflowing stocks, exacerbated by supply additions to the world fleet. During this period, average freight rates for most vessel sizes and routes decreased, including eastern and western destinations. During 2011 to 2013, time charter rates for most vessel types declined. VLCCs, which are among the largest vessels globally, saw their average annual rates (one-year time charter) declined by 21%.

Between 2013 and 2015, there was a recovery in charter rates on account of a drop in oil prices (that started in mid-2014), increased demand from strategic petroleum reserves (SPRs) in China, and relatively low supply-side growth. During this period, most tanker segments performed well, benefiting from strong freight rates and low bunker prices. Product tankers also witnessed some progress due to expansion in refinery capacity and product exports from the Middle East, as well as firm naphtha import demand in Asia. The time charter rates during this period galloped at nearly 40% to 60% annually across the VLCC, Suezmax and Aframax vessel segments, facilitated by a surge in seaborne crude oil trade and duly supported by a sharp increase in floating and stocking activities.

Over 2016 to 2018, charter rates declined again as fleet supply growth outpaced demand growth. Rates, however, shot up in the latter half of 2019, as US sanctions impacted fleet availability.

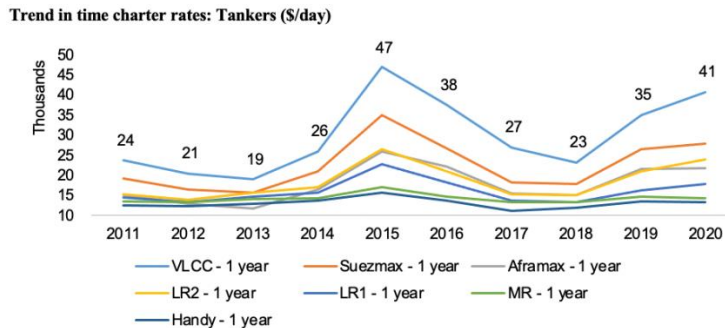
More recently, lockdowns imposed to counter the spread of Covid-19 across the globe resulted in a sharp drop in demand for petroleum products and, in turn, crude oil across the world. As per data compiled by Gibson Shipbrokers, seaborne crude oil trade declined 7.5% on-year while seaborne liquid products trade declined 6.9% on-year in 2020.



Source: OPEC - Monthly Oil Market Report, January 2021

In 2020, global demand for crude oil and petroleum products fell due to the pandemic. However, owing to a lack of production cuts from OPEC+ countries, crude oil supply exceeded demand and hiring of vessels for floating storage

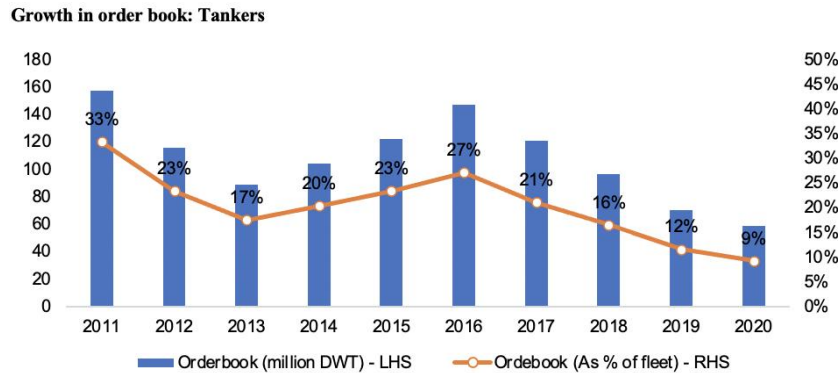
surged. This led to the contango in the oil markets. Demand uptick for floating storage drove charter rates up to 50% higher than 2019 levels in the first half of the year. However, as the lockdown eased and the contango headed towards normalisation, tanker rates normalised in sync.



Note: All data corresponds to calendar years.
Source: Gibson Shipbrokers

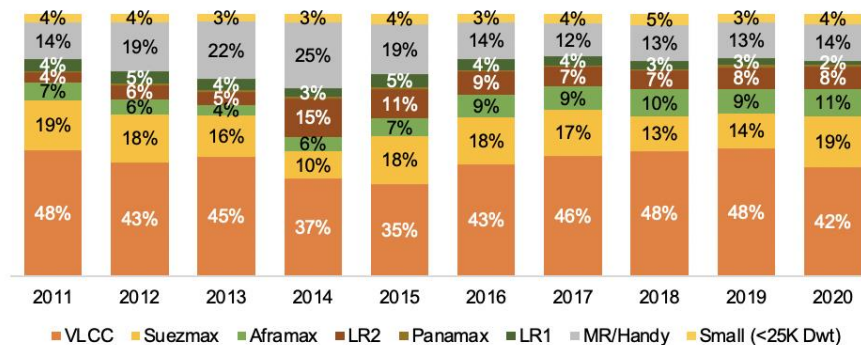
Tanker order book near decadal low

In terms of order book, tonnage of tankers on order as a percentage of fleet fell from 33% in 2011 to approximately 9% to 10% in 2020, with ship owners trying to rationalise the demand-supply gap. This is also reflected in the types of vessels ordered (in DWT). While VLCCs continue to dominate, their share of the overall tonnage ordered declined from approximately 48% in 2010 to approximately 42% in 2020.



Note 1: Order book as of year end
Source: Gibson Shipbrokers

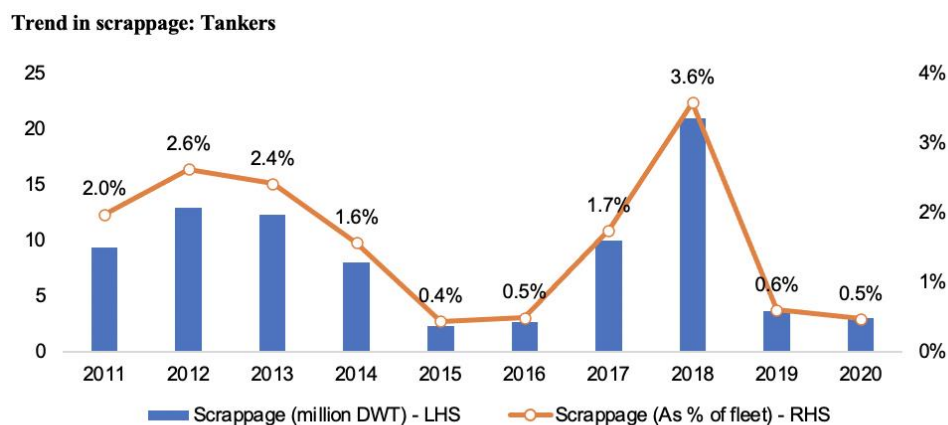
Split of order book tonnage (DWT) by vessel type



Note 1: All data is as of year end.
Source: Gibson Shipbrokers

Low scrappage in tanker fleet in 2020

In terms of scrappage, the DWT of vessels demolished as a proportion of the overall fleet was 2.0% in 2010. Scrappage reduced to 0.4% as charter rates peaked in 2015, and increased again to 3.6% in 2018 as VLCC charter rates dropped from \$47,000 per day in 2015 to \$23,000 per day in 2018. In 2020, scrappage was around decadal-low levels.



Note 1: All data is as of year end.
Source: Fearnleys

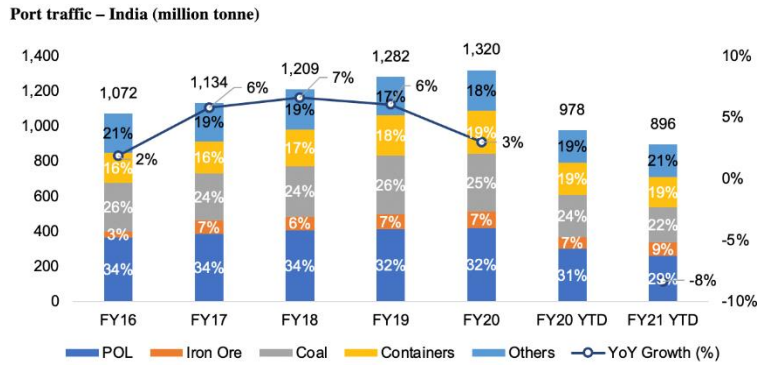
The number of VLCCs scrapped dropped drastically in 2020, due to higher charter rates and use of larger vessels for storage purposes. Also, the liquid seaborne logistics fleet today consists more of VLCCs, which are typically of an age lower than the optimal age of vessels meant to be scrapped. This is reflected even in the split of scrappage (in DWT), where small tankers continue to dominate.

INDIAN SEABORNE LOGISTICS

Review: Indian seaborne trade

Traffic at ports (the key major and non-major ports as highlighted earlier) (Indian seaborne trade, including coastal movement) dominated by POL

Port traffic increased at a CAGR of approximately 7% over Fiscal 2001 to Fiscal 2020, 4.5% over Fiscal 2011 to Fiscal 2020 and 5.3% over Fiscal 2016 to Fiscal 2020. Growth slowed down during 2011 to 2016, due to lower iron ore traffic. In Fiscal 2020, port traffic increased approximately 3% on-year, led by lower growth in coal traffic. In terms of commodity share, POL, the largest segment, contributed around one-third of overall traffic in Fiscal 2020; while coal and iron ore collectively accounted for one-third of port volumes. Container traffic accounted for 19% of overall traffic, up from 16% in Fiscal 2016.

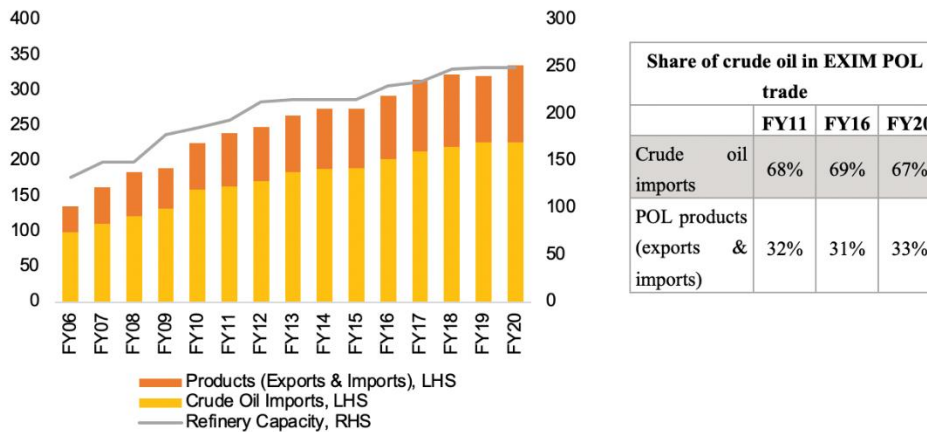


Note: Traffic in million tonne
 Box represents total traffic for the period
 FY21 YTD represents April-December
 On-year growth for FY21 YTD vis-à-vis April-December, FY20
 Source: IPA, CRISIL Research

Crude oil imports dominate POL traffic

POL traffic is dependent on the country's refinery capacity, as it consists of crude oil imports and product exports (and imports). This segment's growth has gradually slowed over years, as expansion of refinery capacity in India has tapered over the past 4 to 5 years. Refinery capacity was added at 2% CAGR over Fiscal 2016 to Fiscal 2020, vis-à-vis 4% CAGR over fiscals 2011-2016. Crude oil imports slowed commensurately: CAGR of 4% over Fiscal 2011 to Fiscal 2016 and CAGR of 3% over Fiscal 2016 to Fiscal 2020.

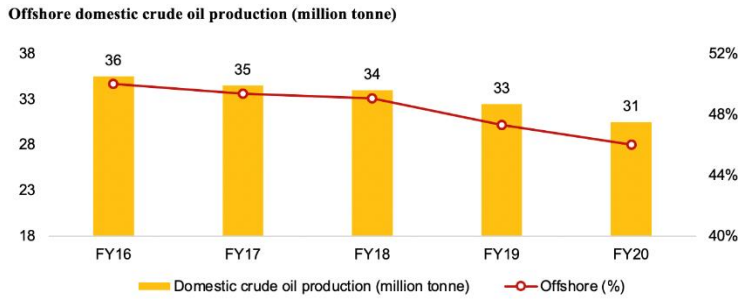
Historical refinery capacity and POL imports (and exports) – million tonne



Share of crude oil in EXIM POL trade			
	FY11	FY16	FY20
Crude oil imports	68%	69%	67%
POL products (exports & imports)	32%	31%	33%

Source: Petroleum Planning and Analysis Cell (PPAC), CRISIL Research

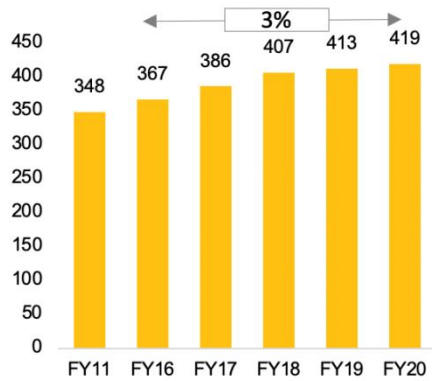
In addition to imports (and exports), balance POL traffic is made up of coastal movement. In Fiscal 2020, coastal traffic of POL accounted for 80 million tonne at Indian ports. Offshore crude oil is also transferred to refineries located at major ports. Around 13 to 16 million tonne of crude oil from Mumbai offshore region is typically transported to New Mangalore, Cochin, Chennai and Visakhapatnam ports. However, crude oil production in India has been declining for the past five years. The share of offshore crude oil production has also been falling, with majority of it from Bombay High area.



Source: Ministry of Petroleum and Natural Gas, PPAC, industry

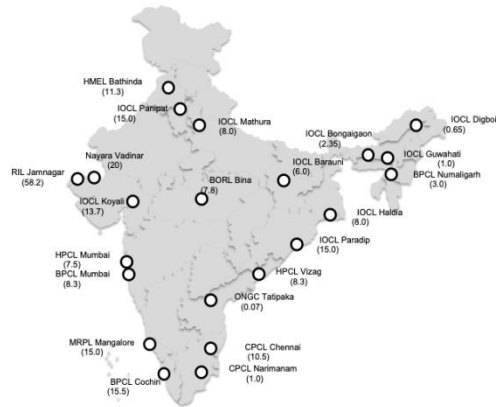
POL traffic at major ports grew 2% on-year in Fiscal 2020. During Fiscal 2016 and Fiscal 2020, POL traffic, which forms 30% to 35% of the total traffic handled at Indian ports, increased at 3.4% CAGR, while slower growth was observed last year, due to lower growth in throughput of oil refineries. POL traffic at the Haldia, Vizag, Cochin, Mumbai and Mundra ports registered healthy growth, due to higher refinery utilisation at port-linked refineries, MRPL refinery at New Mangalore, HPCL refinery at Vizag, as well as HMEL Bathinda.

POL traffic at Indian ports (million tonne)



Box represents CAGR for the period
 Refinery capacity in million tonne, indicated against refinery locations
 Source: IPA, CRISIL Research

Location of refineries in India

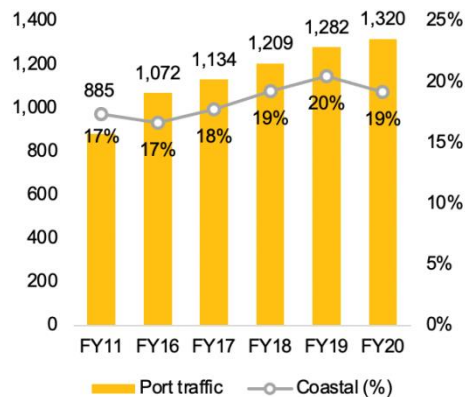


Overview of Indian coastal seaborne trade (coastal traffic volumes include load and unload traffic at Indian ports)

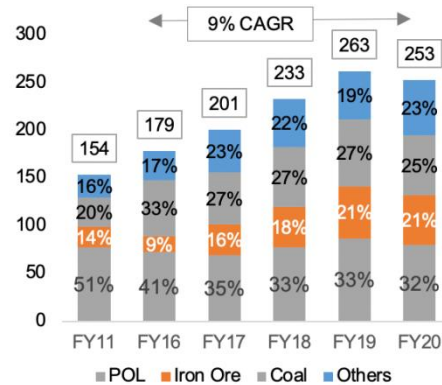
Coastal seaborne trade is also dominated by POL

Coastal trade accounts for 15% to 20% of seaborne traffic at Indian ports. During Fiscal 2016 to Fiscal 2020, coastal movement posted healthy growth (9% CAGR), led by traffic of iron ore and pellets along the east-west coasts (steel plants at Dolvi and Hazira) and increased coastal container traffic. On the other hand, POL has remained the largest contributor in coastal trade, because of inter-regional product transfers of oil marketing companies as well as domestic crude oil movement and transshipment across ports. POL accounted for 32% of coastal traffic, while coal accounted for 25% in Fiscal 2020.

Coastal vs Overall traffic, Overall (million tonnes)



Coastal traffic, Commodity-wise (million tonnes)

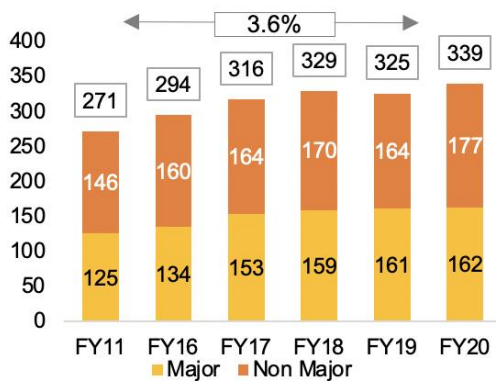


Box represents CAGR for the period
Source: IPA, CRISIL Research

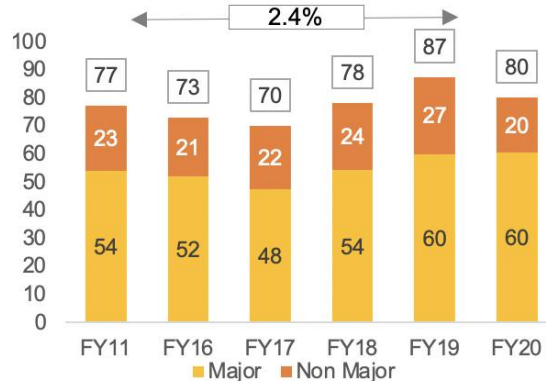
Major ports lead in coastal POL traffic, while non-major lead in overseas POL traffic

Overall traffic growth during Fiscal 2016 to Fiscal 2020 was slow due to minor refinery capacity additions. Share of major ports in coastal traffic was 75% in Fiscal 2020. In coastal traffic, too, major ports have a bigger share due to offshore crude oil movement as well as oil marketing companies’ product transshipment. Key non-major ports with POL handling infrastructure are Sikka (captive port for Reliance Jamnagar refinery), Mundra, Hazira and Dahej. The share of non-major ports is higher in overseas traffic, at 52% in Fiscal 2020, largely due to product exports from Jamnagar refinery.

POL: Overseas traffic



POL: Coastal traffic

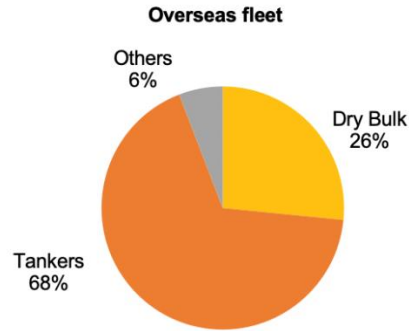


Box represents CAGR for the period
Source: Basic Port Statistics, published by Ministry of Shipping, and Indian Ports Association Handbook

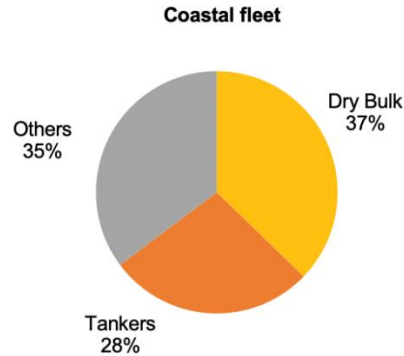
Overseas fleet is dominated by tankers, while coastal fleet is dominated by dry bulk

Coastal trade is carried out by both coastal and overseas fleets. Coastal fleet accounts for 9% to 10% of overall fleet. As of September 2020, tankers accounted for 68% of overseas fleet and 28% of coastal fleet.

Overseas fleet mix



Coastal fleet mix



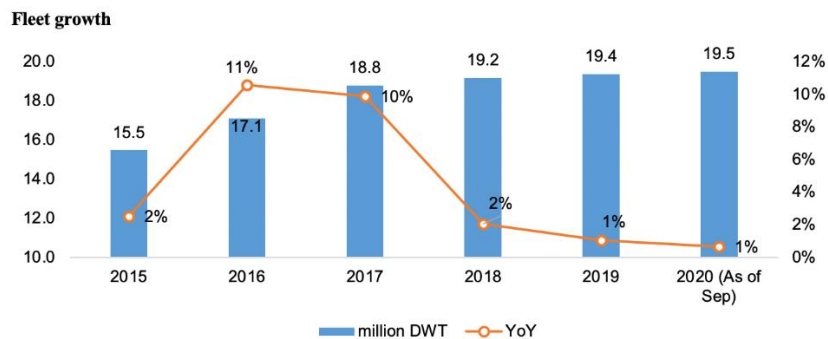
Source: Shipping Statistics 2020

Evolution of Indian fleet

Overall fleet

Fleet expanded at 5% CAGR in past five years

As per Indian Shipping Statistics 2020, Indian vessel fleet expanded at a CAGR of approximately 5% to 19.5 million DWT in 2020 (as of September 2020) from 15.5 million DWT in 2015. Growth was relatively higher in 2016 and 2017, as players tried to capitalise on lower asset prices in dry bulk as well as tanker segments. Indian fleet grew 1% on-year in Fiscal 2019. Tonnage in the tanker category increased from 11.8 million DWT in 2018 to 12.2 million DWT in 2019.



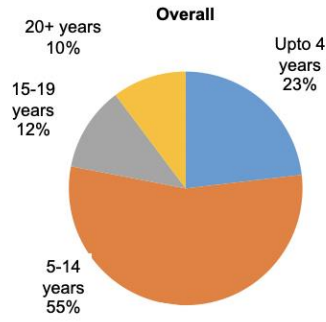
Source: Shipping Statistics 2020 published by the Ministry of Shipping, CRISIL Research

Indian fleet is older than the global counterpart

The Indian fleet is significantly older than the global fleet. In the global fleet, approximately 23% of tonnage belongs to less-than-four years category and only 10% is older than 20 years; while in the Indian fleet, only 5% of tonnage is less than five years old and 27% is older than 20 years.

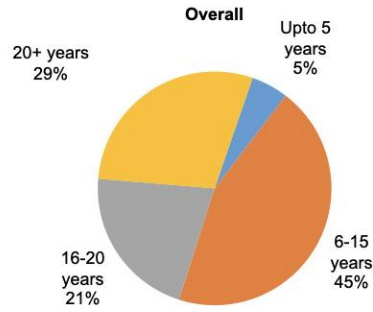
Share of older vessels is significantly higher across all major segments of Indian fleet vis-à-vis global fleet.

World fleet profile



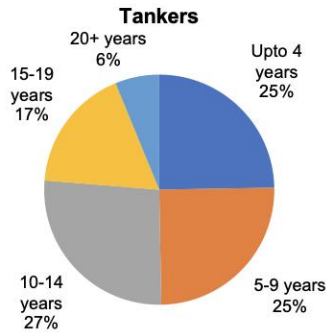
Source: UNCTAD-Review of Maritime Transport, published in 2020, CRISIL Research

Indian fleet profile



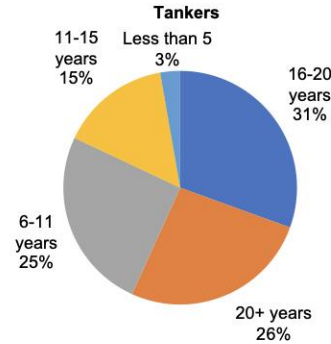
Source: Shipping Statistics 2019 published by the Ministry of Shipping, CRISIL Research

World fleet profile – tankers



Source: UNCTAD-Review of Maritime Transport, published in 2020, CRISIL Research

Indian fleet profile – tankers

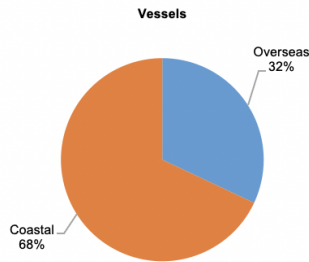


Source: Shipping Statistics 2019 published by the Ministry of Shipping, CRISIL Research

Tonnage for overseas trade more than for coastal

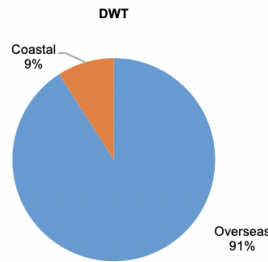
In 2016, India’s fleet strength was 1,438 vessels with 19.5 million DWT. As many as 978 vessels were registered for coastal trade and 460 for overseas trade. However, in terms of tonnage, the fleet registered for coastal trade was 1.8 million DWT and for overseas trade it was 17.7 million DWT.

Category-wise share in Indian fleet in terms of number of vessels (as of September 2020)



Source: Shipping Statistics 2016 published by the Ministry of Shipping, CRISIL Research

Category-wise share in the Indian fleet in terms of DWT (as of September 2020)



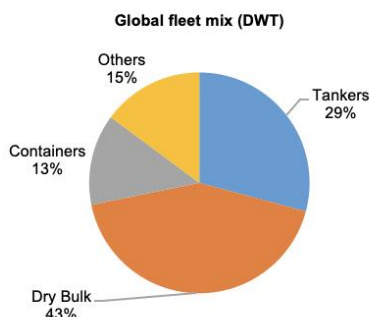
Source: Shipping Statistics 2016 published by the Ministry of Shipping, CRISIL Research

Tankers dominate Indian fleet

As per Indian Shipping Statistics 2020, in terms of DWT, tankers constituted 60% of overall fleet, followed by while dry bulk constitutes 28% and others constitutes 12%. Over the past decade, oil tankers have accounted for the lion’s

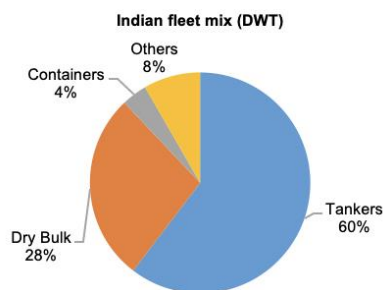
share in Indian fleet tonnage. While tankers rule the Indian fleet, global fleet is dominated by bulk carriers (as per the UNCTAD’s ‘Review of Maritime Transport’, published in 2020, the share of bulk carriers is 43% in the global fleet). Indian overseas trade is also dominated by POL cargo, in contrast with the global seaborne trade.

World fleet profile – vessel types



Source: UNCTAD-Review of Maritime Transport, published in 2020, CRISIL Research

Indian fleet profile – vessel types

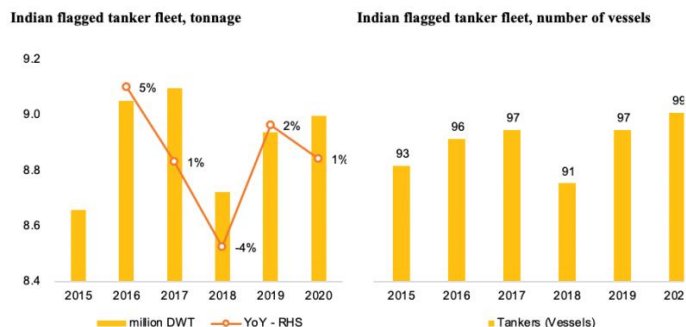


Source: Shipping Statistics 2019 published by the Ministry of Shipping, CRISIL Research

Indian flagged tanker and LPG fleet

Indian flagged tanker fleet stood at 9.0 million DWT, as of 2020 end

As per data compiled by Gibson Shipbrokers for the Indian liquid seaborne logistics fleet, Indian flagged tanker fleet accounted for 8.7 million DWT in 2015. Indian ship owners added approximately 390,000 DWT in 2016 and approximately 220,000 DWT in 2019, while the Indian flagged fleet registered a decline in 2018. Indian flagged tonnage in 2020 stood at 9.0 million DWT. As against 93 vessels in 2015, vessel count increased to 99.



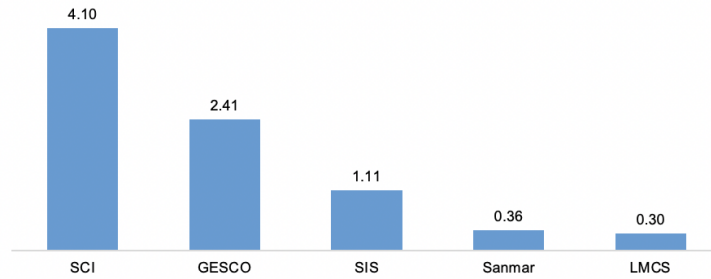
Source: Gibson Shipbrokers, Industry, CRISIL Research

SCI, GE Shipping and SI Shipping are the key players in liquid seaborne logistics (transportation through crude oil carriers and product carriers) category

As per data compiled by Gibson Shipbrokers for the Indian liquid seaborne logistics fleet (in terms of DWT capacity), as of 2020 end, Shipping Corporation of India Ltd (SCI) had the highest DWT, followed by Great Eastern Shipping Ltd (GE Shipping), Seven Islands Shipping Ltd (SI Shipping), Sanmar Shipping, and LMCS Maritime Pvt Ltd (LMCS).

Also, the order of the top three Indian tanker companies has been the same in the past five years.

Key tanker (crude oil and products) companies, million DWT

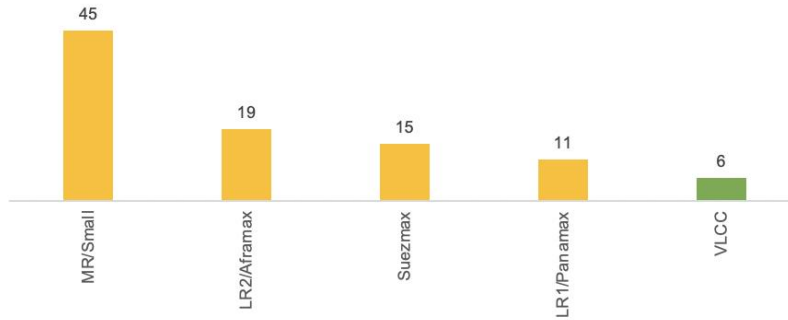


Note: Liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers, Industry, CRISIL Research

Indian flagged tanker fleet (for 10 largest tanker players) has only 6 VLCCs

As per data compiled by Gibson Shipbrokers for the Indian liquid seaborne logistics fleet, VLCCs accounted for six vessels, while MR/small tankers accounted for 44 vessels.

Product and crude oil tankers – Vessels across ship types



Note: Liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers, Industry, CRISIL Research

Additionally, as per Gibson Shipbrokers’ data, as of the end of 2020, only one vessel in Indian flagged tanker fleet was built in India. Majority of the vessels were built at shipyards in South Korea, Japan and China. Also, vessels delivered by Indian ship yards are generally smaller than vessels built across larger yards in Far East countries. As per official Indian shipbuilding statistics, for Fiscal 2016 to Fiscal 2019, largest ship delivered by Indian shipyards had a DWT of 74,500.

Indian flagged tanker (and LPG) fleet and Indian POL trade

Indian flagged vessels hold only 8% share in overseas liquid bulk trade, but much more in coastal trade

The share of Indian vessels in overseas trade has been steady at 8% to 9% over the past five years. In general cargo (including containers), the share is the lowest because of limited presence of Indian companies in the container-seaborne logistics segment. In the dry-bulk and liquid segments, Indian players have an advantage, thanks to public sector-linked cargo and the ‘right of first refusal’. Hence, the share of Indian vessels is comparatively high in overseas trade of these segments.

Share of Indian flagged vessels in overseas trade

Commodity (million tonne)	Overseas cargo (FY16)	Share of Indian lines	Overseas cargo (FY19)	Share of Indian lines
Liquid	335	10%	375	13%
Dry bulk	330	9%	394	5%
Containers	167	1%	214	4%
Break bulk	61	8%	36	8%
Total	893	8%	1019	8%

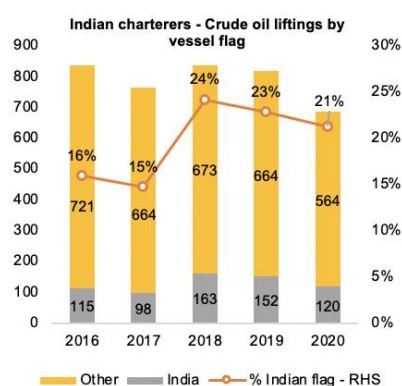
Source: Shipping Statistics and Basic Ports Statistics published by the Ministry of Shipping, CRISIL Research

In coastal movement of crude oil as well as POL products, Indian flagged vessels have a majority share, which can be attributed to protection under cabotage rules and the 'right of first refusal' policy.

Crude oil: Share of Indian flagged vessels in crude oil cargo liftings has increased over the years

As per data compiled by Gibson Shipbrokers, the share of Indian flagged vessels in crude oil cargo liftings was 21% in 2020, increasing from 16% in 2016. The highest share was observed in 2018 at 24%.

Crude oil cargo liftings by Indian charterers, 2016 to 2020



Source: Gibson Shipbrokers, Industry, CRISIL Research

Major Indian owner/operators in crude oil liftings

Owner/Operator	2016	2017	2018	2019	2020
Arya Voyagers		1			
Essar	1	1		9	2
Global United Shipping India	20	2	3	15	10
GESCO	1	15	15	22	23
IOC	34	25	51	45	25
LMCS Maritime	2	9	10	12	18
SCI	51	35	52	45	35
Seven Islands	16	30	38	24	6
Total crude oil liftings	836	762	836	816	684

Crude oil: Voyage charter (VC) dominates in overall cargo liftings, share of Indian players increasing

The share of VC liftings in overall crude oil imports remained more than 90% during 2016 to 2020. However, the share reduced slightly from 97% in 2016 to 92% in 2020. The major Indian charterers for VC liftings are IOCL, BPCL, Reliance, Nayara Energy and MRPL.

VC liftings dominate in crude oil imports



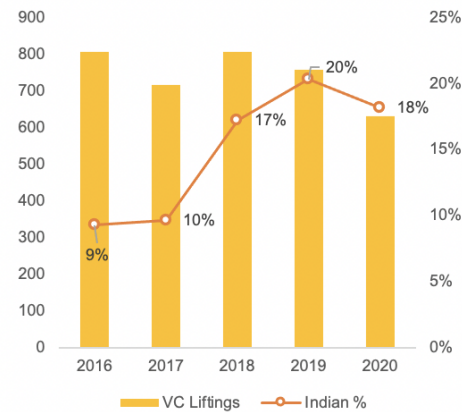
Source: Gibson Shipbrokers, Industry, CRISIL Research

Major Indian charterers in VC liftings

Owner/operator	2016	2017	2018	2019	2020
IOC	275	260	266	266	226
BPCL	153	121	156	187	136
Reliance	167	164	193	133	110
Nayara Energy			8	35	52
MRPL	25	33	43	42	49
SCI	82	48	53	38	25
HMEL	37	25	28	38	22
GESCO	1	5	17	5	5
HPCL	17	8	6	7	3
Others	51	53	37	7	4
Total	808	717	808	758	632

The share of Indian players in VC liftings has been increasing over the years. The share of Indian ship owners/operators increased to 18% in 2020 from 9% in 2016.

Indian ship owner/operator share in VC liftings



Source: Gibson Shipbrokers, Industry, CRISIL Research

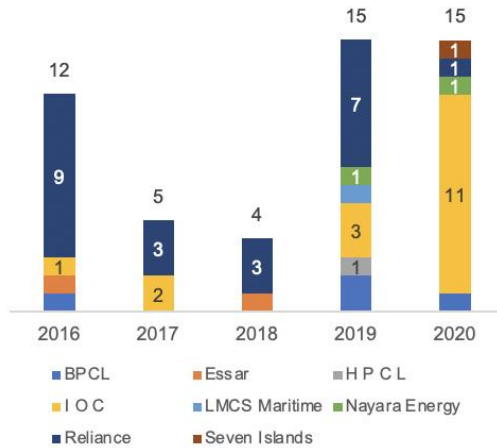
Major Indian ship owners/operators in VC liftings

Owner/operator	2016	2017	2018	2019	2020
SCI	53	41	78	59	38
GESCO	14	10	23	45	25
LMCS Maritime			1	17	20
IOC	8	14	15	5	11
Reliance			5	7	10
Global United Shipping India				4	8
Essar		2	1	7	2
Seven Islands		2	16	10	1
Indian players	75	69	139	154	115
Others	733	648	669	604	517
Total	808	717	808	758	632

Crude oil: Share of Indian ship-owing companies in time charter contracts by Indian charterers has increased over the years

As per data compiled by Gibson Shipbrokers, the share of Indian ship owners has increased in the time charter (TC) contracts by Indian charterers for crude oil imports. Among the major Indian charterers, Reliance had the highest number of TC contracts during 2016 to 2019, while IOC had the highest in 2020. Among the major Indian ship owners (or entities with effective control of ships), SI Shipping, SCI and GE Shipping signed four, three and one TC contracts for crude oil imports, respectively, in 2020.

TC contracts, Indian charterers



TC contracts, ship owners/operators

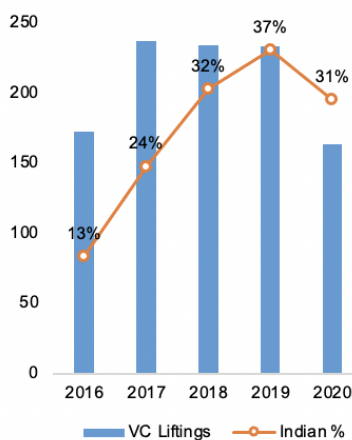
Owner/operator	2016	2017	2018	2019	2020
Arya Voyagers					1
BPCL					1
Essar					1
GESCO					1
I O C		1			
Ind-Aust Maritime					1
Reliance	1			1	
S C I		1			3
Seven Islands				2	4
Others	11	3	4	12	3
Total	12	5	4	15	15

Source: Gibson Shipbrokers, Industry, CRISIL Research

Liquid products: Share of Indian players in products VC liftings higher than in crude oil VC liftings

As per data compiled by Gibson Shipbrokers, in the case of products, VC liftings by Indian ship owners/operators accounted for 31% in 2020, higher than 18% for crude oil VC liftings. The major Indian charterers for VC liftings are Reliance and IOC, while the major Indian ship owners/operators are GE Shipping, Reliance, Sanmar Shipping and SCI.

Indian ship owner/operator share in VC liftings



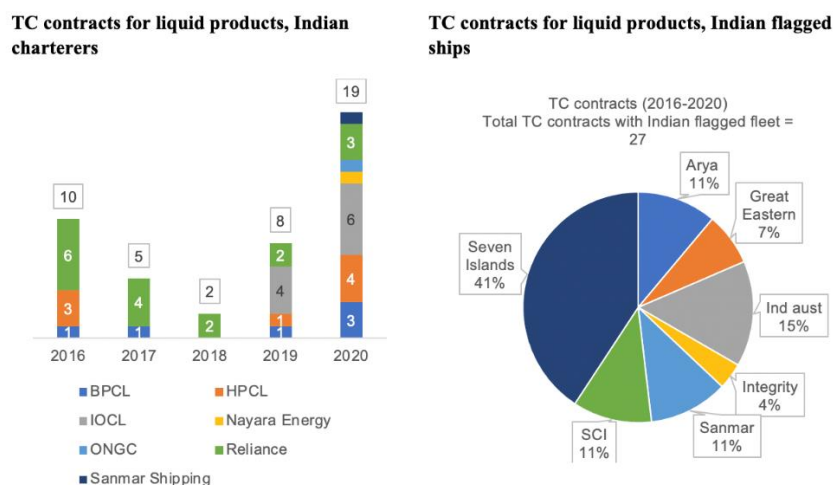
Major Indian ship owners/operators in VC liftings

Owner/operator	2016	2017	2018	2019	2020
GESCO	7	27	32	50	34
Reliance	4	9	10	5	9
Sanmar Shipping	1	3	6	4	5
SCI	9	12	19	17	3
BPCL			1	10	
HPCL		1	6		
IOC	2	1	1		
Mercator Lines			1		
Seven Islands		2			
Indian players	23	56	76	86	51
Total	172	237	234	233	163

Source: Gibson Shipbrokers, Industry, CRISIL Research

As per data compiled by Gibson Shipbrokers, in the case of time charter too, Reliance is the leading charterer. Reliance accounted for six TC contracts, out of total 10, in 2016. Overall TC contracts increased to 19 in 2020, of which Reliance accounted for three, while IOCL led with six. Across 44 liquid products TC contracts for 2016-2020 period, Reliance accounted for 17, while IOCL accounted for 11.

Among total liquid products TC contracts for 2016-2020 period (including deliveries in 2021), Indian charterers fixed 27 TC contracts with Indian flagged vessels. Among major Indian flagged ship owners, SI Shipping accounted for 11, Ind-Aust Maritime accounted for four TC contracts, while, Sanmar Shipping, SCI and Arya Group, accounted for three each.



Note: TC contracts as of 2020 end for Indian flagged ships, including deliveries in 2021
Source: Gibson Shipbrokers, Industry, CRISIL Research

Outlook: Indian seaborne trade

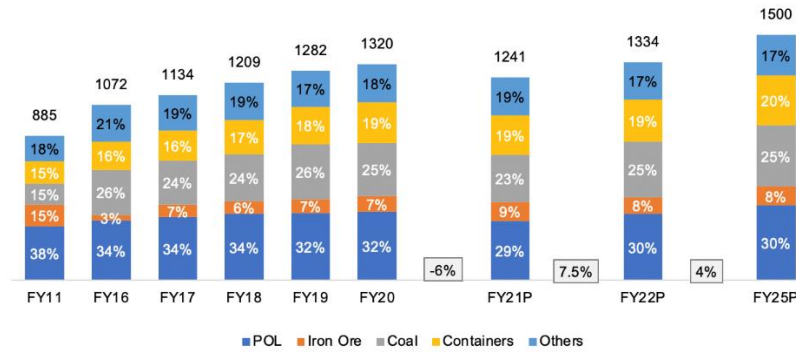
Covid-19 to reduce traffic at Indian ports for the first time in 15-20 years

CRISIL Research expects port traffic to decline 5% to 7% on-year in Fiscal 2021 due to lockdowns amid the Covid-19 pandemic and the subsequent economic slowdown. Port traffic growth in Fiscal 2020 was already low at 2.2%, compared with the last 5-year CAGR of 4.6%, owing to global trade tensions, an economic slowdown in India, and the spread of Covid-19 in February and March in partner countries.

In Fiscal 2020, traffic growth at Indian ports slowed across key commodities such as coal, container and POL, while iron ore bucked the trend. In Fiscal 2021, we expect traffic to decline across all the commodities except iron ore. From April 2020 to December 2020, overall traffic has already declined 8% on-year.

Traffic at Indian ports is expected to log 3% to 5% CAGR between Fiscal 2022 and Fiscal 2025, similar to the last 5 years. However, lacklustre growth in POL (the largest segment) led by slower consumption of crude oil; plateauing of iron ore exports; and slower growth in coal imports due to subdued power demand are expected to moderate cargo traffic over the long term. Containers, however, will show resilience vis-à-vis other commodities.

Overall port traffic forecast, million tonnes



Box represents CAGR/on-year growth for the period
Source: IPA, industry, CRISIL Research

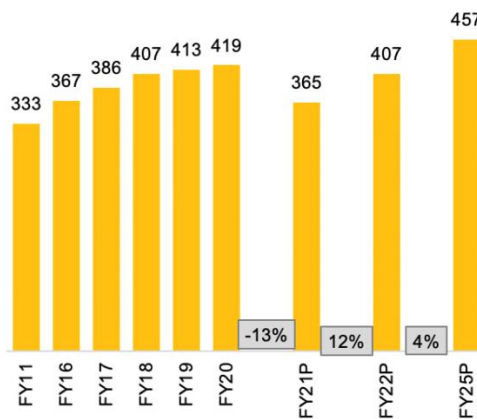
POL to remain largest segment, albeit with plateaued growth

In Fiscal 2021, POL traffic is expected to fall 10% to 15% on-year (vs. growth of 1.8% in Fiscal 2020) due to a decline in crude oil imports and lower product consumption. In Fiscal 2020, throughput was slightly lower due to shutdown of refineries on account of Bharat Stage (BS) VI norms, reducing demand for crude oil imports.

Coastal traffic growth of products is expected to be slower in Fiscal 2021 due to a decline of 10% to 15% in consumption. Crude oil imports declined 16% during April 2020 to December 2020.

POL traffic is projected to plateau at 3% to 5% CAGR between Fiscal 2022 and Fiscal 2025, compared to 4.7% CAGR over the past five years, due to moderation in consumption and lower utilisation of refineries. Coastal traffic is expected to remain under pressure, slowing growth prospects of the commodity compared with the last five years. Long-term demand would moderate as uptake of crude oil and products falls from 5.6% CAGR over the last five years to 3% CAGR over the next five years due to alternative fuels and increasing efficiency of automobiles.

POL traffic forecast – Overall, million tonne



Source: IPA, industry, CRISIL Research

POL traffic growth – Overseas vs. coastal

Period	POL overall	Overseas	Coastal
FY15-20	4.7%	4.7%	4.6%
FY20	1.8%	-2.3%	0-2%
FY21P	-10 to -15%	-10 to -15%	-10 to -15%
FY22P	10-13%	10-15%	5-7%
FY22-25P	3-5%	0 to 4%	3-5%

Regulatory Framework in Indian Seaborne Logistics

Right of First Refusal

Right of first refusal (RoFR) is a right which accrues to a bidder in a tendering process for shipping – who offers an Indian flag vessel and whose rate though not being the lowest – to be awarded the tender, subject to his matching of the lowest rate offered by a bidder who offers a foreign flag vessel.

In India, coastal trade is reserved for Indian registered vessels. Foreign vessels can be used for coastal trade only if Indian vessels are not available, after obtaining a No Objection Certificate (NOC) from Indian National Shipping Association (INSA) and approval from the maritime regulator, DG Shipping. This is applicable for all vessel categories. RoFR is due to the policy of cabotage protection, prevalent across many countries, including India.

RoFR hierarchy is as follows:

- Indian built, Indian flagged and Indian owned
- Foreign built, Indian flagged and Indian owned
- Indian built, foreign flagged and foreign owned

Indian Controlled Tonnage Scheme

The government has made a policy decision to allow shipping enterprises based in India to acquire vessels abroad and also flag them in the country of their convenience. This decision is aimed at encouraging Indian shipping companies to have their registered offices in India, while allowing them to acquire further tonnage without forming subsidiaries out of India to own foreign flag vessels.

The policy, however, prescribes that the additional tonnage that can be acquired and flagged abroad by these India-based enterprises is limited to the tonnage of the Indian flagged vessels already registered by them in India. The additional tonnage that can be acquired abroad is also subject to employment of a certain proportion of Indian crew, thereby creating additional employment opportunities for Indian seafarers.

After Indian flagged vessels, this new category will have the RoFR of cargo over non-Indian ships. The policy change is expected to help local lines increase their share of the coastal trade market.

Tonnage Tax

Before 2004 to 2005, shipping companies in India were only subject to corporate tax, whereas globally, players had the option to be taxed based on their cargo carrying capacity (tonnage). This provided a non-level playing field for Indian players compared with their global counterparts.

In order to rationalise this anomaly, the tonnage tax system was introduced in India effective from assessment year 2006. It has the following features:

- A company in the shipping industry can opt for the tonnage tax system by applying to Joint Commissioner of Income Tax. Once approved, the order remains in force for 10 years
- The tonnage income for a company opting for tonnage tax is computed in accordance with provisions of Section 115-VG of the Income Tax Act, 1961
- The company is taxed on a notional income that is calculated based on the net register tonnage of the vessels owned by the company
- Due to this, the tax levied is not related to the income earned by the company, but to the notional income calculated based on the capacity of the qualifying vessels owned by the company
- As long as the order remains in force, the company is required to comply with all the requirements of the relevant sections of the Income Tax Act
- Minimum Alternative Tax (MAT) is also not applicable under this scheme.

Other Measures to Support Indian Seaborne Logistics

- Reduction of Goods and Services Tax (GST) from 18% to 5% on bunker fuel for both coastal vessels and foreign going vessels

- Parity in the tax regime of Indian seafarers employed on Indian flagged ships vis-à-vis those on foreign flagged ships
- Usage of imported containers for carrying domestic cargo, which aids in reducing empty re-positioning costs
- Removal of licensing requirement for chartering of foreign registered ships for coastal movement of agriculture and other commodities, fertilisers, EXIM laden transshipment containers and empty containers, etc.
- Reduction of cabotage for coastal transportation of (i) EXIM/empty containers; (ii) agriculture, horticulture, fisheries and animal husbandry commodities; and (iii) fertilisers
- Discount of 40% in port charges for coastal vessels over foreign going vessels
- Green channel clearance for coastal cargoes and priority berthing for coastal vessels at major ports.

Announcements in Budget 2021

- Subsidy scheme of ₹ 1,624 crore for a five year period for Indian shipping companies to encourage more merchant ships with Indian flags
- Doubling of ship recycling capacity in Alang (Gujarat) from current 4.5 million light displacement tonnes by 2024.

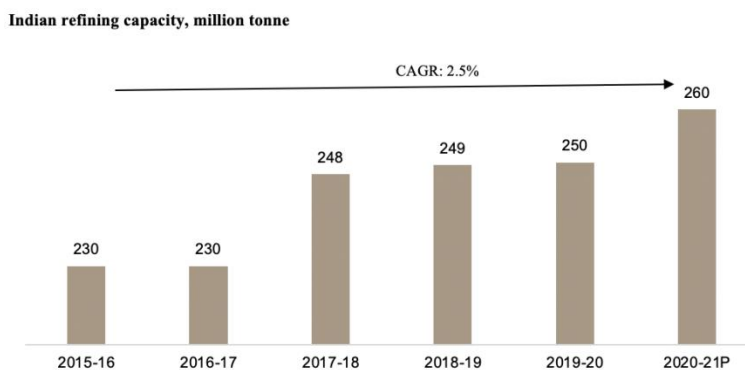
Indian POL – Demand and Supply

Refining capacity has plateaued in the past few years

The product slate of refineries in India is grouped under three categories:

- Light distillate products, such as liquefied petroleum gas (LPG), naphtha and motor spirit
- Middle distillate products, such as aviation turbine fuel (ATF), kerosene and diesel
- Heavy distillate products, such as bitumen and fuel oil

The product slate in the Indian scenario is majorly concentrated in the light and medium distillate categories, specifically motor spirit, LPG and diesel. Long-term refining capacity would be directly proportional to demand for these three major fuels. Indian refining capacity grew at 2.5% CAGR between Fiscal 2016 and Fiscal 2021, from 230 to 260 million tonnes.



Source: MoPNG, PPAC, CRISIL Research

In Fiscals 2018, 2019 and 2020, the total amount of crude oil imported by Indian oil companies was 220 MMT, 226 MMT and 227 MMT respectively. India and China have fastest growing oil imports rates. Chinese and Indian crude oil imports grew at 11% and 4% CAGR during 2015 to 2019. The demand for oil tanker vessels to import and transport crude oil and oil products has been steadily increasing, mitigating business deployment risk for oil tankers in India in comparison with other countries.

Also, only 23% and 21% of the crude oil liftings into India in 2019 and 2020 respectively, were carried out by Indian flagged vessels.

Demand for petroleum products to plummet in fiscal 2021 due to COVID-19 pandemic

LPG demand is projected to grow 5.5% to 6% on-year in Fiscal 2021, driven by the household segment. The government's Pradhan Mantri Ujjwala Yojana (PMUY) scheme to provide free gas cylinders to consumers below poverty line (BPL) for three months is expected to further drive demand. Diesel demand is projected to decline 15% to 18% on-year in Fiscal 2021, as a nationwide shutdown amid the pandemic hampered economic activity. Demand was impacted significantly in the first quarter and moderately in the second quarter. A slow recovery is expected in the second half of this fiscal with improvement in manufacturing activity and, hence, freight movement. Motor spirit consumption is expected to drop 11% to 13% on-year in Fiscal 2021, as most transportation activities were suspended during the nationwide lockdown amid the pandemic. With containment of Covid-19 and relaxation in lockdown rules, demand for motor spirit will start picking up in the later part of the fiscal, albeit at a slow pace.

Domestic consumption of petroleum products, million tonne

Petroleum products	FY15	FY20	CAGR (FY15 to FY20)
Motor spirit	19	30	9.6%
Diesel	69	83	3.8%
ATF	6	8	5.9%
Naphtha	11	14	4.9%
LPG	18	26	7.6%
Fuel oil	6	6	-
Bitumen	5	6	3.7%
Pet coke	15	22	8%
Kerosene	7	2	(22)%
Others	9	16	12.2%
Total	166	214	5.2%

Source: CRISIL Research

Overview of Key Players in Oil and Gas Sector

Indian Oil Corporation Limited (IOCL)

IOCL is an integrated oil refining and marketing company. It was incorporated as an oil marketing entity (named as Indian Oil Company) in 1959. Following its merger with Indian Refineries Ltd (established in August 1958) the company was renamed as Indian Oil Corporation Ltd and became an integrated refining and marketing entity in 1964. Given its pivotal role in the distribution of petroleum products in India, the company enjoys strong support from the central government. The central government currently holds about 68.6% stake in the company.

In Fiscal 2020, IOCL had a combined crude oil throughput of 69.4 MT, as against a throughput of 71.8 MTPA in Fiscal 2019. Utilisation improved from Fiscal 2017 due to the commissioning of the 15 MT Paradip refinery that started production in January 2016.

	FY16	FY17	FY18	FY19	FY20
Product sales (MT)	80.7	83.5	88.8	89.9	89.7
Gross revenue margin \$ per barrel	5.1	7.8	8.5	5.4	0.1

Source: PPAC, annual statements

Bharat Petroleum Corporation Limited (BPCL)

BPCL, a government company, was established as Burma Shell Refineries Ltd, a venture between the Indian government and Burmah Shell Group of Companies in 1952. In 1977, it was renamed as BPCL. It is an integrated refining and marketing company with a total refining capacity of 38.3 MTPA. In 2001, Numaligarh Refinery Ltd (NRL) became BPCL's subsidiary. As of March 2019, BPCL held a 61.65% stake in NRL. Bharat Oman Refinery

Ltd, Central UP Gas Ltd, Maharashtra Natural Gas Ltd and Sabarmati Gas Ltd are its other major joint venture/subsidiaries.

	FY16	FY17	FY18	FY19	FY20
Product sales (MT)	22.9	24.2	26.94	29.3	30.2
Gross revenue margin \$ per barrel	6.59	5.26	6.85	4.58	2.5

Source: PPAC, annual statements

Hindustan Petroleum Corporation Limited (HPCL)

HPCL is the third-largest PSU refining and marketing company in India. Oil & Natural Gas Corporation (ONGC), a government-owned public sector undertaking (PSU), holds a 51.1% stake in the company. The company was incorporated as Standard Vacuum Refining Company of India Ltd in 1952. In 1962, it was renamed as ESSO Standard Refining Company of India Ltd. In 1974, Hindustan Petroleum Corporation Ltd (HPCL) was incorporated after the takeover and merger of the erstwhile Esso Standard and Lube India Ltd.

HPCL has a 17% equity stake in MRPL (a subsidiary of ONGC), with an operational capacity of approximately 15 MT. In addition, HPCL has equity stakes in numerous joint ventures (JVs) such as 50% stake in South Asia LPG Co Pvt Ltd, 50% stake in Hindustan Colas Ltd, and 50% stake in HPCL Shapoorji Energy Ltd.

HPCL has two refineries - in Vizag (8.3 MTPA and Mumbai (7.5 MTPA). It also holds a 49% equity stake in the 11.3 MT Bhatinda refinery; Mittal Investments S A R L and Indian financial institutions hold the remaining 51%. This translated into approximately approximately 11% share of the country's refining capacity as of Fiscal 2019. The company also has a 17% equity stake in the 15 MTPA Mangalore Refinery and Petrochemicals Ltd, which is a subsidiary of Oil and Natural Gas Corporation Ltd. In addition, it has equity stakes in numerous joint ventures such as 50% stake in South Asia LPG Co Pvt Ltd, 50% stake in Hindustan Colas Ltd and 50% stake in HPCL Shapoorji Energy Ltd.

	FY16	FY17	FY18	FY19	FY20
Product sales (MT)	34.2	35.2	36.8	38.7	39.6
Gross revenue margin \$ per barrel	6.7	6.2	7.4	5	1

Source: PPAC, annual statements

Mangalore Refinery and Petrochemicals Limited (MRPL)

MRPL was incorporated in 1988 as a joint venture oil refinery between Hindustan Petroleum Corporation Ltd (HPCL) and Indian Rayon & Industries Ltd (IRIL) & Associates (Aditya Birla Group) - with an initial processing capacity of 3.7 MTPA. In August 2002, the Aditya Birla Group entered into a share purchase agreement with ONGC for the sale of its entire 37.4% stake. ONGC raised its holding in MRPL in Fiscal 2006, and currently has a 71.6% stake in the company, while HPCL, the only other promoter has a 17% stake.

MRPL was set up in 1988 with an installed capacity of 3.7 MTPA, which was later ramped up to 9.7 MTPA. In March 2012, as a part of Phase III expansions, the company has further expanded its capacity to 15 MTPA (accounting for approximately 6% of the total refining capacity in India). MRPL's refinery was built to maximise production of middle distillates, by processing light to heavy and sour to sweet crude.

MRPL's crude throughput stood at 13.95 MT in Fiscal 2020, and clocked an average utilisation rate of 93% compared with 108% in Fiscal 2019. MRPL operates at significantly higher utilisation rates compared with the global average utilisation rates of approximately 83%.

	FY16	FY17	FY18	FY19	FY20
Product sales (MT)	14.7	14.6	17.9	20.5	17
Gross revenue margin \$ per barrel	5.2	7.7	7.5	4.1	-0.2

Source: PPAC, annual statements

Reliance Industries Limited (RIL)

RIL was set up in 1966 as Reliance Textiles Industries Ltd and expanded its presence in 1975, with ‘Vimal’ becoming its major brand. In 1985, the company changed its name to Reliance Industries Ltd (RIL). Since then, RIL has expanded rapidly and integrated backwards into other sectors, most notably petrochemicals, crude oil refining, and exploration and production (E&P) of oil and gas. RIL has also invested in shale gas assets in the US. RIL’s offerings include petroleum products, polyester products, polyester intermediates, plastics, polymer intermediates and other chemical products.

Oil and gas exploration: RIL's domestic exploration and production (E&P) portfolio comprises nine blocks allocated under the National Exploration Licensing Policy (NELP) and pre-NELP auctions, and two coal-bed methane (CBM) blocks. RIL holds 60% interest in the KG-D6 block, 30% interest in BP Plc, and 10% interest in Niko Ltd. In addition, RIL has 30% interest in the Panna-Mukti and Tapti oil and gas fields, 40% interest in ONGC, and 30% interest in British Gas India.

Refining and Marketing: RIL operates two refineries at the Jamnagar Complex in Gujarat with combined refining capacity of 60 MTPA. RIL's Jamnagar refinery was commissioned in July 1999 with an installed capacity of 27 MTPA and a Nelson complexity of 12.7. RIL increased its crude capacity from 27 MTPA to 33 MTPA by de-bottlenecking. The second SEZ refinery at Jamnagar was commissioned in December 2008 with a capacity of 27 MT. This refinery is one of the largest and most complex in the world and is capable of producing Euro V grades of gasoline and diesel.

Petrochemicals: RIL accounted for approximately 46% of the total domestic cracker (ethylene) capacity; the company had a production share of approximately 51% in the polymers (PE, PP and PVC) market. The company owns and operates one of the most integrated petrochemicals facilities globally, with a portfolio comprising polymers, polyesters, fibre intermediates, aromatics and elastomers.

	FY16	FY17	FY18	FY19	FY20
Product sales (MT)	73.41	74.1	77.73	79.09	80.6
Gross revenue margin \$ per barrel	10.8	11	11.6	9.2	8.9

Source: PPAC, annual statements

Outlook

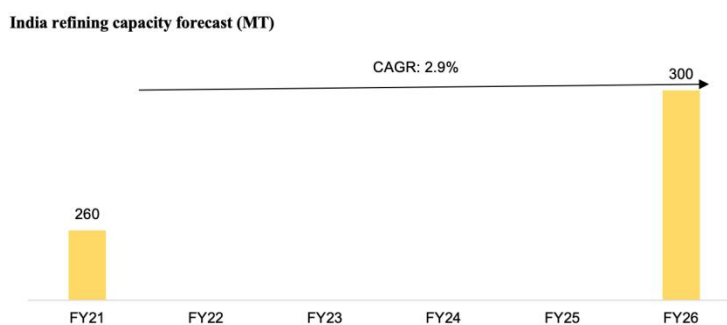
Demand growth of POL products will be slower vis-à-vis past five years

Petroleum products: Domestic consumption in India (MT)

Petroleum products (MT)	FY21	FY26	CAGR (FY20-FY26)	CAGR (FY15-FY20)	Key driver in (FY20-FY26)
Motor spirit	26.3	38-40	4-4.5%	9.6%	PV and CV demand to be muted in this period
Diesel	66.8	88-90	1.5-2%	3.8%	
ATF	3.4	8-10	0-2%	5.9%	ATF demand will see revival in this period
Naphtha	14.5	24-26	9-9.5%	4.9%	Moderate growth expected in hydrogen cracking
LPG	27.7	38-40	5-5.5%	7.6%	PMUY scheme will drive growth, albeit at a slower pace
Fuel oil	5.7	4-5	(6.5-7%)	-	Regulatory changes will impact fuel oil demand
Bitumen	6.1	8-10	5-5.5%	3.7%	
Pet coke	18.3	25-27	3.5-4%	8%	Will decline on account of LPG substitution
Kerosene	1.8	20-22	(15.5-16%)	(22)%	
Others	14.4	14-16	1-1.5%	12.2%	
Total	185.1	270-280	3-4%	5.2%	

Source: CRISIL Research

Refinery capacity additions will remain tepid



Source: CRISIL Research

Refining capacity is not only sufficient for domestic consumption, but it also leaves space for significant surplus for exports.

Capacity expansion planned by fiscal 2023

Name of the company	Location of the refinery	Increase in capacity (MTPA)
IOCL	Barauni	3
IOCL	Guwahati	0.2
IOCL	Bongaigaon	0.35
IOCL	Mathura	1.2
IOCL	Haldia	0.5
IOCL	Gujarat	4.3
HPCL	Vizag	6.7
HPCL	Mumbai	2
RIL	Jamnagar, DTA	7.5

Source: PPAC

This will ensure approximately 22 MTPA addition in refining capacity. In addition to the expansion, there are also plans by HPCL to start a greenfield refinery in Barmer with capacity of 6 MTPA and by West Coast Refinery in Maharashtra with 60 MTPA refining capacity

Competitive Scenario

Fleet profile

As per data compiled by Gibson Shipbrokers for tanker and LPG vessels under the Indian flag, Shipping Corporation of India (SCI), Great Eastern Shipping Company (GESCO), Seven Islands Shipping (SIS), Sanmar Shipping and LMCS Maritime are the top five companies by DWT capacity.

Fleet evolution for major tanker shipping companies in India



Notes:

1. Tankers and LPG carriers are considered
2. Current fleet refers to liquid seaborne logistics fleet as of December 2020
3. Only Indian flagged ships have been considered

Source: Gibson Shipbrokers

As per data compiled by Gibson Shipbrokers, tanker (and LPG) fleet for largest player, SCI declined with a 1% CAGR, during 2015 to 2020, while fleet for GESCO, the second largest player, remained flattish during 2015 to 2020. Tanker fleet of SI Shipping, the third largest player, more than doubled during 2015 to 2020, growing a 17% CAGR, from 0.5 million DWT in 2015 to 1.1 million DWT in 2020. Fleet for other key players, Sanmar and LMCS, remained unchanged in last five years.

Fleet Growth for Major Tanker Shipping Companies

Company	Fleet growth CAGR (2015-2020)
SCI	-1%
GESCO	2%
SIS	17%
Sanmar Shipping	0%
LMCS Maritime	0%

Notes:

1. Tankers and LPG carriers are considered
2. Only Indian flagged ships have been considered

Source: Gibson Shipbrokers

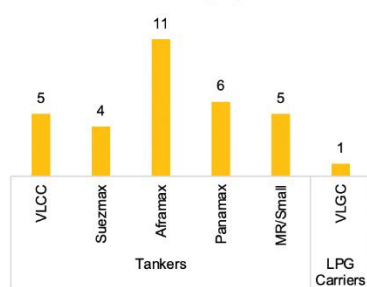
Shipping Corporation of India

SCI, incorporated in 1961, is a public sector undertaking. The company was formed with the amalgamation of Eastern Shipping Corporation and Western Shipping Corporation. SCI is the largest Indian seaborne logistics company, in terms of revenue as well as owned fleet. The Government of India conferred Navratna status to SCI in August 2008, which has enhanced autonomy and delegation of powers of the company towards capital expenditure, formation of joint ventures, mergers, etc.

As per data compiled by Gibson Shipbrokers for tanker and LPG fleet operating under the Indian flag, SCI operates 31 tankers and one LPG gas carrier, with a combined capacity of 4.15 million DWT. In April to September of Fiscal

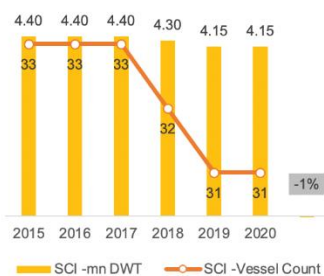
2021, tankers comprised 67% share of the company's operating income. Also, as per Gibson's data, tankers accounted for approximately third to fourth of the company's overall tonnage as of December 2020.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity – Company

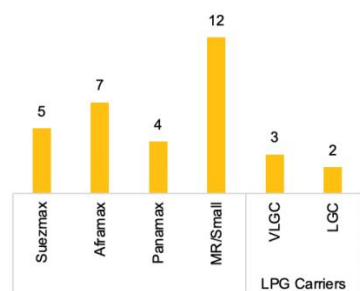


Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

Great Eastern Shipping Company

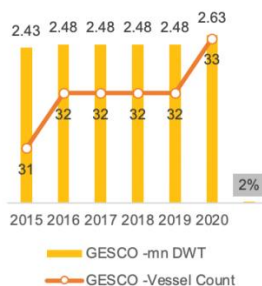
GESCO, which was incorporated in August 1948, has diversified from its core shipping business into offshore oilfield and geotechnical services. As per Gibson Shipbrokers, GESCO's Indian flag tanker and LPG logistics fleet comprised 28 tankers and five LPG carriers as of December 2020. Overall, the company's liquid tanker tonnage was 2.631 million DWT. Shipping contributed approximately 82% of the company's operating income for April 2020 to September 2020, with the remainder comprising the offshore segment. Also, as per the company's investor presentation for the second quarter of Fiscal 2021, tankers, including LPG carriers, accounted for 72% of the company's overall tonnage.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity – Company

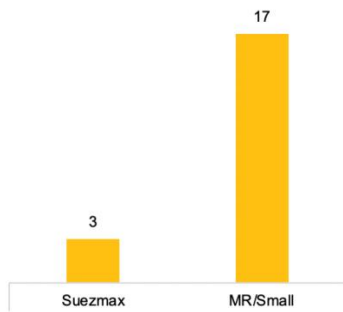


Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

Seven Islands Shipping

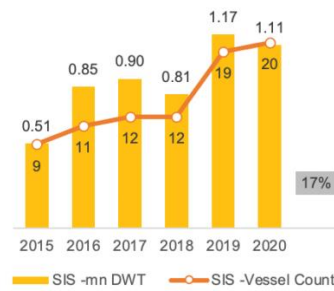
SIS, which was established in 2002, owns three tankers with overall tonnage of over 1.1 million DWT, as per data compiled by Gibson Shipbrokers for the Indian flagged tanker and LPG fleet.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity – Company

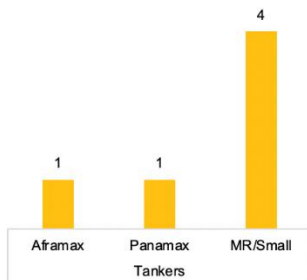


Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

Sanmar Shipping

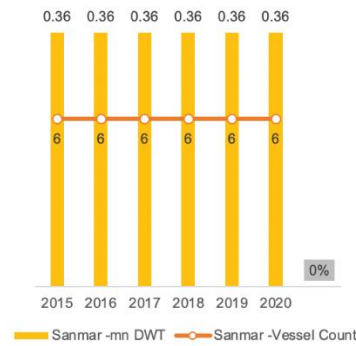
As per company reports, Sanmar Shipping commenced operations in September 1994, and acquired its first ship, a bulk carrier, in February 1995. In 1996, the company subsequently diversified into the clean petroleum product tanker segment. As per Gibson Shipbrokers’ data for tanker and LPG vessels under the Indian flag, Sanmar Shipping owns six tankers with overall tonnage of 0.363 million DWT.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity – Company

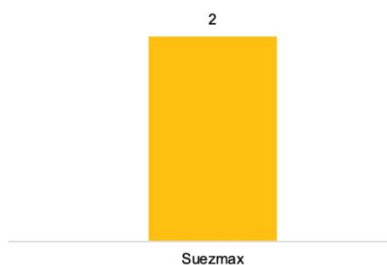


Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

LMCS Maritime

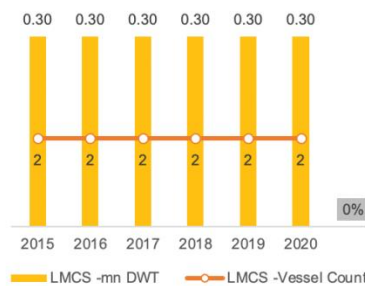
LMCS Maritime, which was established on May 1, 2016, owns two crude oil carriers (Suezmax), as per Gibson Shipbrokers’ data for tanker and LPG vessels under the Indian flag. The overall tonnage is 0.3 million DWT.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

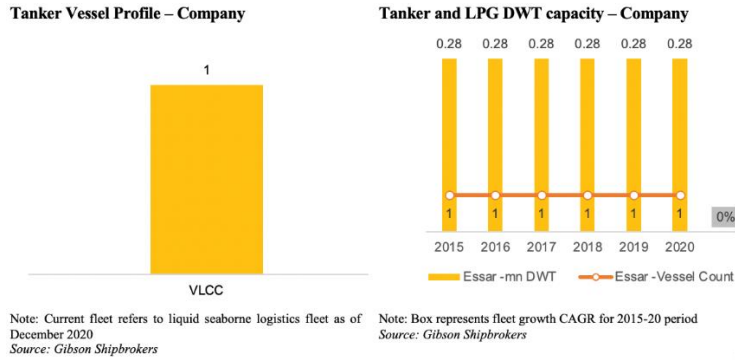
Tanker and LPG DWT capacity – Company



Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

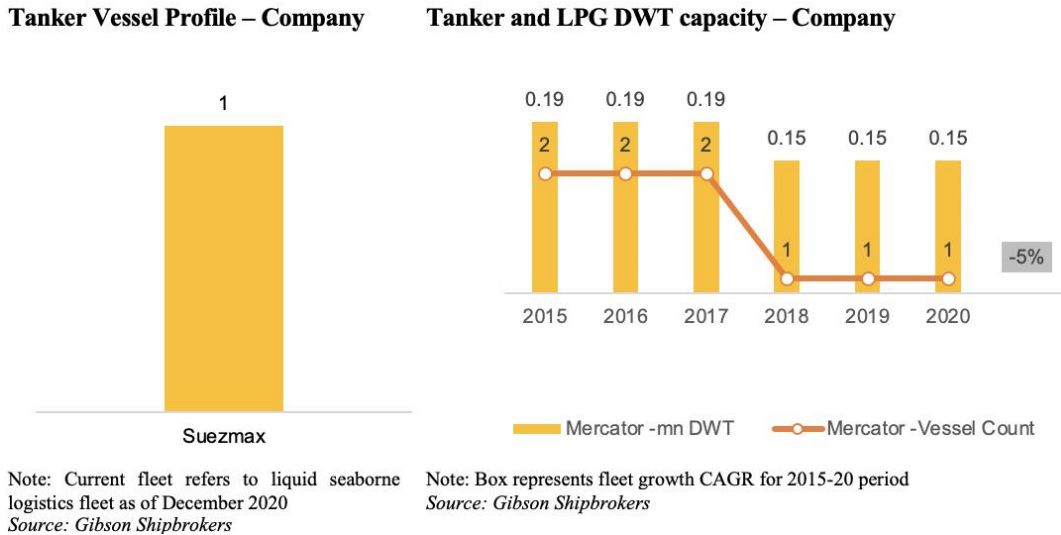
Essar Shipping

Essar Shipping is an integrated supply chain solution provider with investments in sea transportation and contract drilling services. As per Gibson data for vessels under the Indian flag, Essar Shipping currently operates one crude oil carrier (VLCC). The overall tonnage stands at 0.28 million DWT.



Mercator

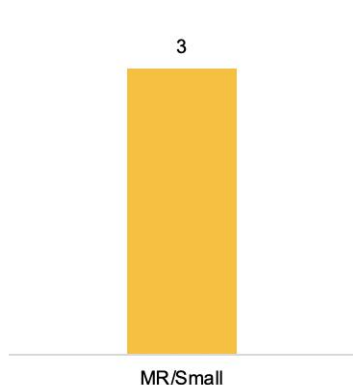
Mercator, which was incorporated as Mercator Lines, has now diversified into other businesses, such as energy. As a group, the company has diversified business interests in coal, oil and gas, commodity transportation, and dredging. The company owns one tanker, as per Gibson Shipbrokers’ data for tanker and LPG fleet under the Indian flag, with total tonnage of 0.148 million DWT.



Arya Group

Arya Group, which started as a trading house in the iron and steel industry, has diversified into many related segments. In the ship-owning and chartering business, the company has expanded its operations with a liquid logistics fleet as well. As per Gibson data for tanker and LPG vessels under the Indian flag, the company owns three tankers. The overall liquid tonnage is 0.115 million DWT.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity - Company

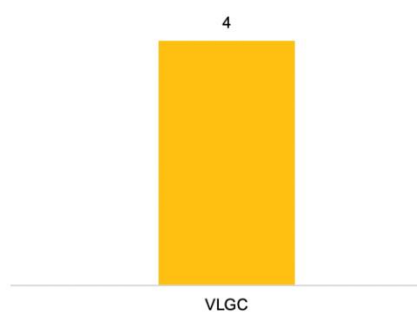


Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

BW Global United LPG India

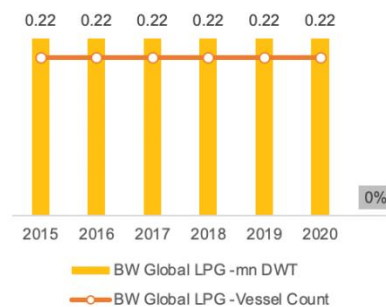
BW Global United LPG India, incorporated in 2017, is a 50-50 joint venture between BW LPG of Singapore and Global United Shipping. As per Gibson Shipbroker' data for tanker and LPG vessels under the Indian flag, the company currently owns four VLGCs having overall tonnage of 0.224 million DWT.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity - Company



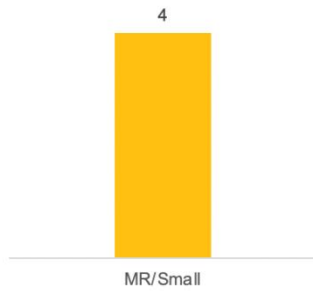
Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

Ind-Aust Maritime

Ind Aust Group, incorporated in 1995, is engaged in two key business segments. The Engineering Services business of Ind-Aust specializes in propulsion solutions that integrate the components of equipment procurement, commissioning and after service support. Ind-Aust also provides project integration (design, equipment, yard) for building sophisticated, high end new offshore shipbuilding.

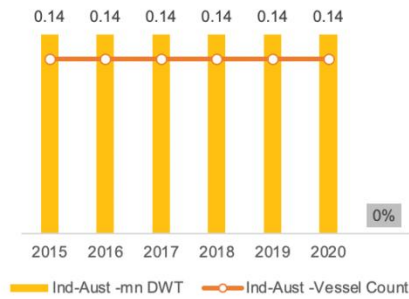
The Ship owning and operations business is carried out through a subsidiary, Castle Ships Pvt. Ltd. As per Gibson data for tanker and LPG vessels under the Indian flag, the company currently owns 4 MR/Small tanker having overall tonnage of 0.144 million DWT.

Tanker Vessel Profile – Company



Note: Current fleet refers to liquid seaborne logistics fleet as of December 2020
Source: Gibson Shipbrokers

Tanker and LPG DWT capacity - Company



Note: Box represents fleet growth CAGR for 2015-20 period
Source: Gibson Shipbrokers

Financial Profile

Shipping companies are prone to volatility in charter rates, which influences their profitability and results in operating loss and/or net loss, during adverse charter markets. A profitability snapshot of major tanker shipping companies in India, shows that operating margins and net margins of companies have varied drastically in Fiscal 2015 to Fiscal 2020 period.

Trends in Operating Income, OPBDIT, Operating Margin and Net Margin for major tanker shipping companies

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	CAGR (Fiscal 2015-2020)	y-o-y growth, Fiscal 20
Arya Group* (Arya Tankers Pvt Ltd)	Op. income	₹ million	539	606	587	481	555	NA	n.m.	n.m.
	OPBDIT	₹ million	334	336	281	190	271	NA	n.m.	
	OPM	%	61.9	55.5	47.8	39.5	48.9	NA		
	Net Profit	₹ million	207	110	62	-100	14	NA		
	NPM	%	38.5	18.1	10.6	-20.7	2.5	NA		
Arya Group* (Arya Voyagers Pvt Ltd)	Op. income	₹ million	300	624	552	450	262	NA	n.m.	n.m.
	OPBDIT	₹ million	152	318	206	116	54	NA	n.m.	
	OPM	%	50.8	51	37.4	25.8	20.6	NA		
	Net Profit	₹ million	85	146	32	-144	-262	NA		
	NPM	%	28.5	23.5	5.7	-31.9	-99.9	NA		
Essar Shipping	Op. income	₹ million	19,096	17,186	21,934	11,975	NA	NA	n.m.	n.m.
	OPBDIT	₹ million	2,463	3,506	3,553	2,407	NA	NA	n.m.	
	OPM	%	12.9	20.4	16.2	20.1	NA	NA		
	Net Profit	₹ million	-4,595	-5,502	-5,834	-	16,849	NA	NA	
	NPM	%	-24.1	-32	-26.6	-140.7	NA	NA		
GESCO	Op. income	₹ million	34,423	38,112	31,197	30,411	35,719	36,883	1%	3%
	OPBDIT	₹ million	15,353	21,533	16,035	11,799	13,502	15,970	1%	
	OPM	%	44.6	56.5	51.4	38.8	37.8	43.3		

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	CAGR (Fiscal 2015- 2020)	y-o-y growth , Fiscal2 0
	Net Profit	₹ million	7,482	10,970	7,550	-2,096	-215	2,071		
	NPM	%	21.7	28.8	24.2	-6.9	-0.6	5.6		
Global United (BW Global United LPG Pvt Ltd)	Op. income	₹ million	NA	NA	NA	490	1,178	1,980	NA	68%
	OPBDIT	₹ million	NA	NA	NA	80	620	1,261	NA	
	OPM	%	NA	NA	NA	16.4	52.6	63.7		
	Net Profit	₹ million	NA	NA	NA	-137	-90	557		
	NPM	%	NA	NA	NA	-27.9	-7.6	28.1		
Global United (Global United Shipping India Ltd)	Op. income	₹ million	1,110	2,273	2,867	2,520	2,292	1,614	8%	-30%
	OPBDIT	₹ million	356	786	361	879	619	631	12%	
	OPM	%	32.1	34.6	12.6	34.9	27	39.1		
	Net Profit	₹ million	-45	15	-968	-262	-1,126	834		
	NPM	%	-4.1	0.7	-33.8	-10.4	-49.1	51.6		
Ind Aust Maritime (Castle Ships Pvt Ltd)	Op. income	₹ million	137	139	127	430	797	1,277	8%	-30%
	OPBDIT	₹ million	53	72	59	206	421	660	65%	
	OPM	%	39	51.6	46.4	47.9	52.8	51.7		
	Net Profit	₹ million	-45	15	-968	-262	-1,126	834		
	NPM	%	34.4	47.5	37.4	33	32.4	26.3		
LMCS	Op. income	₹ million	NA	NA	511	2,125	4,351	5,141	116%	18%
	OPBDIT	₹ million	NA	NA	190	189	-292	1,008	NA	
	OPM	%	NA	NA	37.1	8.9	-6.7	19.6		
	Net Profit	₹ million	NA	NA	5	-361	-593	538		
	NPM	%	NA	NA	0.9	-17	-13.6	10.5		
Mercator	Op. income	₹ million	30,521	26,849	21,043	9,813	8,674	6,386	-27%	-26%
	OPBDIT	₹ million	4,792	3,759	5,766	1,864	-1,861	-3,164	-192%	
	OPM	%	15.7	14	27.4	19	-21.45	-49.6		
	Net Profit	₹ million	-7,091	-10,919	288	-2,898	-8,791	-9,125		
	NPM	%	-23.2	-40.7	1.4	-29.5	-101.35	-142.9		
Sanmar	Op. income	₹ million	1,812	2,094	2,589	2,603	3,623	4,770	21%	32%
	OPBDIT	₹ million	466	905	849	687	1,148	2,304	38%	
	OPM	%	25.7	43.2	32.8	26.4	31.7	48.3		
	Net Profit	₹ million	-65	225	435	292	567	846		
	NPM	%	-3.6	10.7	16.8	11.2	15.6	17.7		
SCI	Op. income	₹ million	44,309	40,263	34,378	34,206	39,113	44,201	0%	13%
	OPBDIT	₹ million	10,501	13,649	7,563	6,328	6,023	11,360	2%	
	OPM	%	23.7	33.9	22	18.5	15.4	25.7		
	Net Profit	₹ million	1,877	7,817	1,756	3,065	-627	3,365		
	NPM	%	4.2	19.4	5.1	9	-1.6	7.6		
SIS	Op. income	₹ million	1,617	2,991	3,819	4,181	4,636	7,110	34%	53%

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	CAGR (Fiscal 2015- 2020)	y-o-y growth , Fiscal2 0
	OPBDIT	₹ million	910	1,657	2,032	2,111	1,674	3,164	28%	
	OPM	%	56.3	55.4	53.2	50.5	36.1	44.5		
	Net Profit	₹ million	455	943	1,012	901	371	799		
	NPM	%	28.1	31.5	26.5	21.6	8	11.2		

Note: Financials have been re-classified as per CRISIL

n.m.: Not meaningful

OPM: OPBDIT/operating income

NPM: PAT/operating income

*CAGR considered for FY15-19 and y-o-y growth considered for FY19

** BW Global United Pvt Ltd, is a JV of Global United India and BW LPG of Singapore

Source: Ministry of Corporate Affairs, Company reports, Industry, CRISIL Research

Larger companies (GESCO, SCI and SIS) have stable gearing and ROCE, while relatively smaller companies remain more prone to cyclicity of shipping business.

Trends in Current ratio, Gearing, Interest coverage, NCA/Total debt and ROCE

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	Average (Fiscal 2015 to 2020)
Arya Group* (Arya Tankers Pvt Ltd)	Current Ratio	Times	0.7	0.9	0.6	0.8	0.7	NA	0.7
	Gearing	Times	6.1	4.2	3.0	4.1	3.4	NA	4.2
	Interest Coverage	Times	4.3	3.6	2.8	1.9	2.7	NA	3.1
	NCA/Total Debt	Times	0.2	0.2	0.1	0.0	0.1	NA	0.1
	ROCE	%	31.1	10.9	9.4	0.2	7.4	NA	11.8
Arya Group* (Arya Voyagers Pvt Ltd)	Current Ratio	Times	0.7	0.5	1.0	0.4	1.4	NA	0.8
	Gearing	Times	5.2	2.8	2.2	2.8	11.9	NA	5.0
	Interest Coverage	Times	4.1	4.4	3.2	1.9	1.1	NA	2.9
	NCA/Total Debt	Times	0.1	0.3	0.1	0.0	-0.3	NA	0.0
	ROCE	%	17.7	15.2	6.7	-6.0	-20.2	NA	2.7
Essar Shipping	Current Ratio	Times	0.2	0.3	0.1	0.2	NA	NA	0.2
	Gearing	Times	5.4	9.2	217.2	-4.3	NA	NA	56.9
	Interest Coverage	Times	0.8	0.8	1.0	0.7	NA	NA	0.8
	NCA/Total Debt	Times	0.0	0.0	0.0	-0.3	NA	NA	-0.1
	ROCE	%	0.7	0.2	-1.4	-28.2	NA	NA	-7.2
GESCO	Current Ratio	Times	1.6	1.9	2.2	2.2	2.1	3.5	2.3
	Gearing	Times	0.9	0.9	0.9	0.9	0.9	0.8	0.9
	Interest Coverage	Times	5.5	7.0	19.5	5.2	2.2	2.2	6.9

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	Average (Fiscal 2015 to 2020)
	NCA/Total Debt	Times	0.2	0.2	0.2	0.1	0.1	0.1	0.2
	ROCE	%	8.2	11.7	7.4	2.4	5.5	8.4	7.3
Global United (BW Global United LPG Pvt Ltd)	Current Ratio	Times	NA	NA	NA	0.6	0.4	0.6	0.5
	Gearing	Times	NA	NA	NA	34.7	131.2	6.2	57.4
	Interest Coverage	Times	NA	NA	NA	0.8	1.7	3.8	2.1
	NCA/Total Debt	Times	NA	NA	NA	0.0	0.1	0.3	0.1
	ROCE	%	NA	NA	NA	-1.4	6.4	20.7	8.6
Global United (Global United Shipping India Ltd)	Current Ratio	Times	0.6	1.3	1.4	1.1	0.5	1.1	1.0
	Gearing	Times	3.1	3.8	5.2	6.0	195.1	0.0	35.5
	Interest Coverage	Times	2.9	3.8	1.1	3.7	3.4	8.8	4.0
	NCA/Total Debt	Times	0.1	0.1	0.0	0.1	-0.2	0.0	0.0
	ROCE	%	4.7	4.6	-8.5	0.3	-19.7	73.6	9.2
Ind Aust Maritime (Castle Ships Pvt Ltd)	Current Ratio	Times	2.6	16.4	0.3	0.7	1.0	1.4	3.7
	Gearing	Times	0.2	0.0	1.5	1.0	2.0	1.4	1.0
	Interest Coverage	Times	16.1	89.0	11.2	6.0	4.0	4.1	21.7
	NCA/Total Debt	Times	1.6	0.0	0.1	0.4	0.2	0.3	0.4
	ROCE	%	49.2	31.1	12.1	24.0	25.4	22.1	27.3
LMCS	Current Ratio	Times	NA	NA	0.1	0.1	0.2	0.3	0.2
	Gearing	Times	NA	NA	110.8	-10.3	-4.9	-10.2	21.4
	Interest Coverage	Times	NA	NA	1.3	0.5	0.3	1.9	1.0
	NCA/Total Debt	Times	NA	NA	0.0	-0.1	-0.1	0.2	0.0
	ROCE	%	NA	NA	11.2	4.7	3.2	36.7	14.0
Mercator	Current Ratio	Times	0.6	0.5	0.8	1.0	n.m.	n.m.	0.7
	Gearing	Times	1.8	3.0	1.8	1.7	36.5	-0.7	7.3
	Interest Coverage	Times	2.7	-0.2	2.2	0.9	-0.1	-1.2	0.7
	NCA/Total Debt	Times	-0.1	-0.3	0.2	-0.1	n.m.	n.m.	-0.1
	ROCE	%	-8.0	-17.3	8.0	-3.4	-15.4	155.5	19.9
Sanmar	Current Ratio	Times	0.6	0.7	1.9	4.0	5.3	1.9	2.4
	Gearing	Times	0.5	0.3	0.1	0.2	0.5	0.7	0.4
	Interest Coverage	Times	6.7	17.1	17.7	11.6	7.8	5.4	11.1
	NCA/Total Debt	Times	0.3	0.8	2.3	1.1	0.7	0.7	1.0
	ROCE	%	0.2	6.5	13.6	12.0	18.6	21.6	12.1

Company/ Group	Particular	Units	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020	Average (Fiscal 2015 to 2020)
SCI	Current Ratio	Times	0.9	0.9	0.6	0.7	0.6	0.6	0.7
	Gearing	Times	1.2	0.9	0.8	0.8	0.7	0.6	0.8
	Interest Coverage	Times	5.5	7.8	5.3	4.6	3.5	3.7	5.1
	NCA/Total Debt	Times	0.1	0.2	0.1	0.2	0.1	0.2	0.2
	ROCE	%	7.1	7.5	3.0	2.0	1.8	5.9	4.6
SIS	Current Ratio	Times	0.7	1.1	0.8	1.2	2.2	1.3	1.2
	Gearing	Times	1.1	1.0	1.0	0.9	0.6	0.9	0.9
	Interest Coverage	Times	5.7	8.0	7.9	7.5	5.3	4.0	6.4
	NCA/Total Debt	Times	0.5	0.5	0.4	0.4	0.3	0.3	0.4
	ROCE	%	25.7	27.0	18.4	14.1	6.8	12.4	17.4

Note: Financials have been re-classified as per CRISIL

NCA: Net cash accruals

ROCE: PBIT/total debt plus tangible net worth

Source: Ministry of Corporate Affairs, Company reports, Industry, CRISIL Research

OUR BUSINESS

Some of the information in this section, including information with respect to our business plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read “Forward-Looking Statements” on page 18 for a discussion of the risks and uncertainties related to those statements and also “Risk Factors”, “Restated Financial Statements” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” beginning on pages 26, 206 and 250, 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. Our fiscal ends on March 31 of each year, and references to a particular fiscal are to the twelve months ended March 31 of that year.

Unless otherwise indicated or the context otherwise requires, the financial information included herein is based on or derived from our Restated Financial Statements included in this Draft Red Herring Prospectus. Our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein. Figures as at and for the nine months ended December 31, 2020 are not indicative of our annual results as they are for nine-month periods and, as such, are not directly comparable with figures as at and for years ended March 31, 2020, March 31, 2019 and March 31, 2018. For further information, see “Restated Financial Statements” beginning on page 206.

Unless the context otherwise requires, in this section, references to “we”, “us”, “our”, “our Company” or “the Company”, refers to Seven Islands Shipping Limited.

Unless otherwise indicated, industry and market data used in this section has been derived from the report titled “Analysis of Indian and global liquid seaborne logistics” dated January, 2021 (the “CRISIL Report”) prepared and issued by CRISIL commissioned by us in connection with the Offer. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CRISIL Report and included herein with respect to any particular year refers to such information for the relevant calendar year.

Overview

As of December 2020, we were the third largest seaborne logistics company in India by deadweight tonnage. In 2020, our Company held a significant market share in Indian time charters of crude oil imports (*Source: CRISIL Report*). We are among the few Indian shipping companies that have delivered positive net profits in each of the past three Fiscals and our Return on Average Equity and Return on Average Capital Employed is among the highest in the seaborne logistics industry in India (*Source: CRISIL Report*). All our 20 vessels are registered and flagged in India and operate as Indian owned and Indian flagged vessels. We are present in the liquid products trade where liquid products like white oils, black oils, lube oil and liquid chemicals are transported in product vessels classified as Small vessels, Medium Range or MR vessels and Long Range or LR vessels. We are also engaged in the crude oil logistics business where crude oil is transported in vessels classified as Aframax, Suezmax and Very Large Crude Carriers or VLCCs. Our oil products business is carried out through Small and MR vessels while our crude oil logistics business is currently carried out through Suezmax vessels and we have in the past also used a VLCC vessel for this purpose.

We began our operations with only one vessel in Fiscal 2003 and as of January 31, 2021, we had 20 liquid cargo vessels with a total deadweight capacity of 1,105,682 MT. Out of our 20 vessels, four are Small vessels, 13 are MR vessels, and three are Suezmax vessels. Our capacity has grown from 6,009 MT of deadweight as of March 31, 2003 to 66,889 MT of deadweight as of March 31, 2010. In Fiscal 2010, we purchased our first MR vessel. Since then, we have grown our fleet and capacity by acquisition of additional vessels at regular intervals. In Fiscal 2016, we acquired our first two crude oil vessels, M.T. Saffron and M.T. Crimson, which were of the Suezmax type and substantially increased our capacity. Over the last 18 years, we have acquired 40 vessels and sold 20 vessels. As part of our operations, we typically acquire pre-owned vessels depending on the demand for a vessel in any segment we operate in. We believe that our ability to identify vessels, subject them to stringent vetting and undertake a detailed financial feasibility analysis prior to their purchase, and then following their purchase, operate and maintain the vessels through our in-house operations to meet our expected return ratios, has led to the growth of our business and operations.

In Fiscal 2018, 2019 and 2020, the total amount of crude oil imported by Indian oil companies was 220 MMT, 226 MMT and 227 MMT. India has one of the fastest growing oil import rates (*Source: CRISIL Report*). The demand for oil tanker vessels to import and transport crude oil and oil products has been steadily increasing, mitigating business deployment risk for oil tankers in India in comparison with other countries (*Source: CRISIL Report*). We are well positioned to capitalize on this opportunity given that we operate primarily along the Indian coast transporting oil products and internationally transporting crude oil. We transport crude oil primarily from the Arabian gulf countries to Indian refineries along the Indian coast. We also transport oil products classified as black oils such as fuel oil and light diesel oil, and white oils such as naphtha, high speed diesel, superior kerosene oil and gasoline and lube oils, primarily along the Indian coast, that are used in end markets. We are able to serve both aspects of the oil business, thus ensuring continuity in revenue and helping us stay entrenched with our existing customer base. Our principal customers include leading Indian oil and gas public sector undertakings with whom we have been associated with for over 15 years each. Certain of our key customers include Indian Oil Corporation Limited and Bharat Petroleum Corporation Limited.

We primarily enter into three types of arrangements for deployment of our vessels, (i) a time charter contract where a contract is entered into for a specific duration of time and the charterer uses a vessel owner's vessel for a fixed charter hire expressed in USD per day, pro rata; (ii) a voyage charter contract which is an arrangement that is entered into for a specific voyage and the consideration is calculated based on a percentage of the Worldscale base rate for international voyages; and (iii) contracts of affreightment ("CoAs") that are contracts entailing a collection of voyage charters for the same customer and are to be completed within a specified span of time. We are among the leading liquid seaborne logistics companies in India in terms of number of time charter contracts with Indian charterers in Fiscal 2020 (*Source: CRISIL Report*). As of January 31, 2021, of our 20 liquid cargo vessels, we have 12 on time charters and six on voyage charters. Out of the six vessels on voyage charter, we have secured a contract with an oil company to place a vessel on a time charter. Subject to certain standard conditions being fulfilled, we also intend to place two additional vessels that were acquired in December 2020 and January 2021 on time charters with oil companies. All three vessels are expected to be placed on time charters with oil companies in near future. In Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020, the off-hire percentage for our vessels was 2.9%, 6.7%, 5.2% and 1.8%, respectively.

Our revenue from contracts with customers from time charters and voyage charters along with the working of the revenue from voyage charter (net of voyage charter bunker consumption and port charges) in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020 are set out below.

Nature of Charter	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine Months Ended December 31, 2020
	(₹ million)			
Time charter – Charter hire	2,820.05	3,002.23	4,317.29	3,732.37
Voyage charter – Freight and demurrage	1,306.25	1,673.59	2,792.97	2,815.26

Nature of Charter	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine Months Ended December 31, 2020
	(₹ million)			
Bunker consumption and port charges for voyage chartered vessels	650.40	1,008.28	1,190.33	497.74
Voyage charters* (net of voyage charter bunker consumption and port charges)	655.85	665.31	1,602.64	2,317.52

* The revenue from voyage charter (net of voyage charter bunker consumption and port charges) gives the net revenue from operations for voyage chartered vessels.

Going forward, we intend to focus on time charter arrangements, as we believe time charter arrangements provide more stability, predictability and certainty of revenues, compared to voyage charter arrangements. We also intend to grow our fleet of vessels and ensure that we manage them internally.

In terms of the guidelines issued by the Directorate General of Shipping, Ministry of Shipping, Government of India, all Indian flagged vessels have a right of refusal over foreign flagged vessels, in any tender by an Indian oil company for seaborne transportation of oil and other liquid products. The order of preference for right of refusal in bidding for tenders by Indian oil companies is given first to Indian built, Indian flagged and Indian owned vessels followed by foreign built, Indian flagged and Indian owned vessels and lastly to Indian built, foreign flagged and foreign owned vessels. As of December 2020, there are only 15 Indian flagged Suezmaxes (*Source: CRISIL Report*). Further, as of December 2020, only one vessel in Indian flagged tanker fleet was built in India (*Source: CRISIL Report*). There were no Indian built vessels in any vessel category that we operate in. With little infrastructure in Indian yards for building vessels belonging to categories that we operate in, we do not expect any Indian yard to deliver vessels in the relevant categories over the next few years. The Directorate General of Shipping by its circular No. 2 of 2021 dated January 14, 2021 has deemed all Indian flagged vessels as on the midnight of January 15, 2021 as 'Indian built' for the purpose of bidding for tenders by Indian oil companies. This renders our entire fleet as Indian built and gives us first preference in matching a lower priority bid.

We have currently been rated as "CRISIL A/Stable" by CRISIL Ratings – a division of Standard & Poor's. Our EBITDA grew at a CAGR of 14.0% from ₹ 2,092.26 million in Fiscal 2018 to ₹ 2,721.28 million in Fiscal 2020 and was ₹ 4,457.04 million in the nine months ended December 31, 2020. Our EBITDA margin was 50.6%, 35.8%, 38.1% and 60.8% in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020. Our profit/(loss) for the period from operations went from ₹ 880.01 million in Fiscal 2018 to ₹ 388.16 million in Fiscal 2019 and further to ₹ 802.96 million in Fiscal 2020 and was ₹ 1,194.67 million in the nine months ended December 31, 2020. Our profit/(loss) for the period from operations margin was 21.2%, 8.3%, 11.0% and 16.1% in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020. Our net debt / EBITDA ratio was 1.82, 1.31, 1.85 and 0.99, as of March 31, 2018, 2019 and 2020 and as of December 31, 2020, respectively. Further, our Return on Average Equity in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020 was 19.9%, 6.4%, 10.6% and 13.9%, respectively while our Return on Average Capital Employed was 13.5%, 6.6%, 8.5% and 8.9% in similar periods. We have consistently grown our operations and our revenue from contracts with customers grew from ₹ 4,126.30 million in Fiscal 2018 to ₹ 4,675.82 million in Fiscal 2019 and further to ₹ 7,110.26 million in Fiscal 2020 and was ₹ 6,547.63 million in the nine months ended December 31, 2020.

Competitive Strengths

Proven ability to acquire vessels at optimal price and deploy vessels

We typically acquire pre-owned vessels when we believe there is a demand for vessels in any particular segment where we operate. We only purchase well-maintained vessels from international operators. On identification of a potential vessel for acquisition, the vessel is subject to stringent vetting by experienced in-house marine engineers and master mariners, as well as by external inspectors. A detailed financial feasibility analysis is undertaken by our finance team and is based on input parameters such as the price of acquisition of the vessel, expected charter hire, dry dock schedule and associated costs, balance useful life of the vessel, expected daily operating cost and the expected disposal cost, and covers output parameters that include the internal rate of return, return on equity, return on capital employed and the payback period. We work on certain benchmarks in each of the above parameters and proceed to acquire a vessel when an optimal combination of the benchmarks is achieved. We believe we have the ability to determine the equilibrium between age of vessel and acquisition price to maximize return on capital employed. Following the acquisition of a vessel, our in-house teams monitor and maintain operating efficiency during the life of the vessel. For further information, see " – *Quality in-house management of operations and cost competitive vessel management*" below.

The average wait time for our currently owned vessels (excluding M.T. Babylon) to be deployed from the time of being acquired by us has been approximately 18.8 days, which is primarily the time required to get regulatory approvals including changing of the flag of the vessel. Further, the average wait time for our currently owned vessels to be deployed from the time of being acquired by us has been approximately 12.8 days, if the dry-docking period and survey period is excluded. We believe that our acquisition strategy is designed to ensure that there is

minimal 'wait time'. Between Fiscal 2018 and Fiscal 2020, the average annual idle time of each of our vessels was 9.1% or about 33.14 days per year.

The following table demonstrates the date of acquisition and the date of first deployment for all the vessels currently owned by us:

S. No.	Name of Vessel	Date of Acquisition	Date of First Deployment
1	M.T. Elegant	July 20, 2018	August 5, 2018
2	M.T. Pelican	June 25, 2019	June 28, 2019
3	M.T. Lourdes	July 26, 2020	July 28, 2020
4	M.T. Blossom	July 26, 2020	August 7, 2020
5	M.T. Feather	October 9, 2019	November 25, 2019 (Post dry-dock)
6	M.T. Harmony	August 6, 2018	August 26, 2018
7	M.T. Loyalty	July 13, 2018	September 5, 2018 (Post dry-dock)
8	M.T. Sparkle	May 24, 2019	June 11, 2019
9	M.T. Gallant	June 13, 2019	August 6, 2019 (Post dry-dock)
10	M.T. Kestrel	February 12, 2019	February 26, 2019
11	M.T. Patriot	September 24, 2019	October 7, 2019
12	M.T. Dynasty	November 7, 2019	November 28, 2019
13	M.T. Abalone	February 21, 2019	March 5, 2019
14	M.T. Success	July 19, 2019	July 26, 2019
15	M.T. Coronet	July 25, 2019	August 2, 2019
16	M.T. Courage	November 19, 2018	December 5, 2018
17	M.T. Babylon	January 14, 2021	January 31, 2021
18	M.T. Classic	January 8, 2021	In dry dock post acquisition
19	M.T. Concord	September 30, 2020	October 12, 2020
20	M.T. Century	December 31, 2020	January 11, 2021

We have an in-house chartering department which looks for new business for our vessels and negotiates charter rates. For voyage charters, the chartering department plans and aims to finalize the next charter while the previous charter is still on. This enables us to maximize the utilization of our vessels and enables us to maintain and improve our results of operations and financial condition.

The idle time of vessels is calculated as the difference between the number of days the vessel was owned by our Company in the year and the number of days the vessel earned revenue in the year. Idle time typically includes dry docking days, any off-hire period due to lack of performance or maintenance or gaps between charters. The down time of vessels is the total number of dry docking days in the year.

The following tables set forth the idle time, down time for dry docking and off hire days for our vessels for Fiscals 2018, 2019 and 2020 and the nine months ended December 31, 2020.

Fiscal 2018

Vessel	No. of Days in Fiscal 2018	Down Time for Dry Dock	Down time % for Dry Dock	Off Hire Days	Off Hire %
M.T. Lourdes	365.00	-	0.0%	2.00	0.5%
M.T. Orchids	365.00	-	0.0%	4.08	1.1%
M.T. Victory	365.00	-	0.0%	14.00	3.8%
M.T. Oaktree	365.00	-	0.0%	14.00	3.8%
M.T. Delight	365.00	52.00	14.2%	3.00	0.8%
M.T. Agility	365.00	23.00	6.3%	0.40	0.1%
M.T. Saffron	365.00	-	0.0%	13.49	3.7%
M.T. Crimson	365.00	-	0.0%	43.61	11.9%
M.T. Windsor	365.00	15.00	4.1%	0.47	0.1%
M.T. Meadows	365.00	33.00	9.0%	1.00	0.3%
M.T. Lavails	365.00	18.00	4.9%	23.49	6.4%
M.T. Genessa	191.00	-	0.0%	-	0.0%

Vessel	No. of Days in Fiscal 2018	Down Time for Dry Dock	Down time % for Dry Dock	Off Hire Days	Off Hire %
M.T. Seagull	26.00	-	0.0%	-	0.0%

Fiscal 2019

Vessel	No. of Days in Fiscal 2019	Down Time for Dry Dock	Down time % for Dry Dock	Off Hire Days	Off Hire %
M.T. Lourdes	171.00	-	0.0%	49.00	28.7%
M.T. Orchids	365.00	42.00	11.5%	-	0.0%
M.T. Victory	167.00	-	0.0%	31.00	18.6%
M.T. Oaktree	222.00	-	0.0%	35.00	15.8%
M.T. Delight	365.00	-	0.0%	13.23	3.6%
M.T. Agility	365.00	-	0.0%	-	0.0%
M.T. Saffron	244.00	-	0.0%	17.57	7.2%
M.T. Crimson	365.00	36.00	9.9%	45.52	12.5%
M.T. Windsor	365.00	-	0.0%	2.00	0.5%
M.T. Meadows	365.00	-	0.0%	9.50	2.6%
M.T. Lavails	365.00	-	0.0%	-	0.0%
M.T. Seagull	365.00	-	0.0%	5.89	1.6%
M.T. Loyalty	262.00	40.00	15.3%	16.00	6.1%
M.T. Elegant	255.00	32.00	12.5%	16.00	6.3%
M.T. Harmony	238.00	-	0.0%	22.29	9.4%
M.T. Courage	132.00	-	0.0%	16.00	12.1%
M.T. Kestrel	48.00	-	0.0%	15.00	31.3%
M.T. Abalone	38.00	-	0.0%	11.00	28.9%

Fiscal 2020

Vessel	No. of Days in Fiscal 2020	Down Time for Dry Dock	Down time % for Dry Dock	Off Hire Days	Off Hire %
M.T. Orchids	264.00	-	0.0%	23.00	8.7%
M.T. Delight	229.00	-	0.0%	30.00	13.1%
M.T. Agility	366.00	-	0.0%	16.78	4.6%
M.T. Crimson	366.00	-	0.0%	31.22	8.5%
M.T. Windsor	251.00	-	0.0%	6.79	2.7%
M.T. Meadows	122.00	-	0.0%	9.00	7.4%
M.T. Lavails	366.00	-	0.0%	4.73	1.3%
M.T. Seagull	366.00	51.00	13.9%	7.00	1.9%
M.T. Loyalty	366.00	-	0.0%	13.00	3.6%
M.T. Elegant	366.00	-	0.0%	6.91	1.9%
M.T. Harmony	366.00	31.00	8.5%	-	0.0%
M.T. Courage	366.00	29.00	7.9%	-	0.0%
M.T. Kestrel	366.00	23.00	6.3%	-	0.0%
M.T. Abalone	366.00	30.00	8.2%	5.82	1.6%
M.T. Sparkle	311.00	26.00	8.4%	17.00	5.5%
M.T. Pelican	281.00	-	0.0%	13.27	4.7%
M.T. Gallant	202.00	44.00	21.8%	5.00	2.5%
M.T. Success	257.00	-	0.0%	18.00	7.0%
M.T. Coronet	251.00	-	0.0%	7.81	3.1%
M.T. Patriot	189.00	-	0.0%	10.00	5.3%
M.T. Feather	177.00	20.00	11.3%	30.00	16.9%
M.T. Dynasty	146.00	34.00	23.3%	36.29	24.9%
M.T. Resolve	132.00	79.00	59.8%	24.00	18.2%

Nine months ended December 31, 2020

Vessel	No. of Days in the Nine Months Ended December 31, 2020	Down Time for Dry Dock	Down time % for Dry Dock	Off Hire Days	Off Hire %
M.T. Elegant	275.00	-	0.0%	-	0.0%
M.T. Feather	275.00	-	0.0%	1.90	0.7%
M.T. Harmony	275.00	-	0.0%	-	0.0%
M.T. Agility	134.00	-	0.0%	0.25	0.2%
M.T. Loyalty	275.00	24.00	8.7%	-	0.0%
M.T. Sparkle	275.00	-	0.0%	0.61	0.2%
M.T. Gallant	275.00	-	0.0%	17.96	6.5%
M.T. Kestrel	275.00	-	0.0%	-	0.0%
M.T. Patriot	275.00	23.00	8.4%	-	0.0%
M.T. Abalone	275.00	-	0.0%	5.71	2.1%
M.T. Success	275.00	-	0.0%	-	0.0%
M.T. Coronet	275.00	-	0.0%	-	0.0%
M.T. Courage	275.00	-	0.0%	0.80	0.3%
M.T. Crimson	275.00	-	0.0%	26.00	9.5%
M.T. Lavails	261.00	76.00	29.1%	6.55	2.5%
M.T. Blossom	158.00	-	0.0%	-	0.0%
M.T. Lourdes	158.00	-	0.0%	-	0.0%
M.T. Dynasty	275.00	-	0.0%	8.01	2.9%
M.T. Pelican	275.00	-	0.0%	4.68	1.7%
M.T. Seagull	183.00	-	0.0%	6.00	3.3%
M.T. Resolve	166.00	-	0.0%	13.00	7.8%
M.T. Concord	92.00	33.00	35.9%	0.13	0.1%

Longstanding relationship with major Indian oil and gas customers

We have maintained and continue to maintain a longstanding relationship with leading Indian oil and gas public sector undertakings (PSUs). We have been associated with our customers for over 15 years. We have also been working with private oil and gas companies in India. Revenues generated from our PSU customers accounted for 94.9%, 98.2%, 88.9% and 85.2% of our revenue from contracts with customers in Fiscals 2018, 2019 and 2020 and in the nine months ended December 31, 2020, respectively. Certain of our key customers include Indian Oil Corporation Limited and Bharat Petroleum Corporation Limited.

In order to win time charter contracts from our customers, we undergo a competitive bidding process in which we have to demonstrate our financial and technical credibility, as required under the pre-qualification criteria. In many cases, our vessels have won time charter contracts with these customers repetitively. This has been on account of our financial and operating efficiency. In every charter tender, the vessel offered by the ship owner is required to pass the technical specifications before commercial bids may be considered. Good operational performance by our vessels during time charter contracts has enabled our vessels to pass technical scrutiny during repeat tenders with our customers. For instance, in Fiscals 2018, 2019 and 2020 and in the nine months ended December 31, 2020, our operational efficiency (calculated as the ratio of the number of days a vessel earned revenue in a period to the net number of days a vessel was available to do business in the period) was 97.1%, 93.3%, 94.8% and 98.2%, respectively. The net number of days a vessel was available to business in a period is the total number of days the company owned the vessel in a period less of the number of days the vessel was idle for dry dock.

We serve customers in the crude oil segment and also in the oil products segment. We are able to serve both aspects of the oil business, thus ensuring continuity in revenue and helping us stay entrenched with our existing customer base.

Quality in-house management of operations and cost competitive vessel management

We follow the practice of managing all seaborne logistics functions, including repair and maintenance, in-house. As of December 31, 2020, we had 81 full-time employees across various departments involved in operational management, technical management, chartering, international safety management (“ISM”), manning, finance, procurement, compliance and sale and purchase. Each of our in-house teams, and in particular, our maritime functions, are headed by individuals who have significant experience in running these functions at various global companies.

The operations department manages and reviews port and cargo operations of a vessel. They also liaise with charterers for smooth management of existing business contracts. The technical department manages and reviews the running of the deck and engine room machinery of the vessel. Dry docking activities are also closely monitored by the in-house technical department. We work with dry docks in the South Asia and the Middle East and distribute our vessels across five dry dock yards to ensure that our vessels are dry docked twice every five years and in any case never exceeding a period of three years at a stretch. The procurement department looks after supplying all material like stores, spares and other consumables for the smooth running of a vessel. The chartering department looks for new business for vessels and negotiates charter rates and insurance of vessels. The manning department supplies manpower to vessels after verifying the certifications and skill level of candidates. The ISM department looks after the quality, occupational health, safety, environmental management and compliance documentation that a vessel is supposed to have to be able to operate under applicable laws. The insurance department looks after the maritime insurance management for our vessels while our legal department handles all legal matters pertaining to our vessels.

Every commercial seagoing vessel is “classed” by a classification society. Our fleet is currently classed by the Indian Register of Shipping. In addition to being classed with the Indian Register of Shipping, certain of our vessels maintain a dual class with a foreign classification society. A classification society certifies that a vessel is “in class”, signifying that the vessel has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the vessel’s country of registry and the international conventions of which that country is a member.

We believe that our practice of in-house management gives us an end-to-end view of the management of each of our vessels and the costs involved, besides giving us control on how our vessels are managed. We believe that such in-house management enables us to understand our vessel’s requirements better and helps us resolve issues expeditiously without having to deal with third party intermediaries. Further, we believe that our successful implementation of this process has contributed to maintaining the quality of our vessels at relatively lower costs and repair-related downtime. Our close monitoring of operations has helped us conduct and maintain SIRE inspections on our vessels by oil companies globally. [SIRE inspections are seen very favorably by charterers around the world and in India (Source: CRISIL Report).]

Sizeable and diverse India flagged and owned operating fleet

We began our operations with only one vessel in Fiscal 2003 and have, over the last 18 years, acquired 40 vessels and sold 20 vessels. Our capacity has expanded from about 66,889 MT of deadweight, as of March 31, 2010, to 1,105,682 MT of deadweight, as of January 31, 2021. As of December 2020, we are the third largest seaborne logistics company in India by deadweight tonnage (Source: CRISIL Report).

As of January 31, 2021, our fleet comprises the following types of vessels:

S. No	Type of Vessel	Number of Vessels	Aggregate Capacity (in MT)
1.	Small	4	47,928
2.	MR	13	580,332
3.	Suezmax	3	477,502
Total		20	1,105,682

Our diverse fleet comprising Small, MR and Suezmax vessels ensures that we are able to deploy vessels in India and abroad that are able to transport a wide variety cargo. The Small vessels mainly carry black oil and lube oil cargoes. The MR vessels carry black oils and white oils. All of our three Suezmax vessels, which carry crude oil into India,

will primarily be placed on time charters, and we believe will play a major role in ensuring stability of cash flows for our Company.

In seaborne liquid logistics, a right of first refusal is a right that accrues to a bidder in a tendering process for shipping. In India, coastal trade is reserved for Indian registered vessels. Foreign vessels can be used for coastal trade only if Indian vessels are not available, after obtaining a no objection certificate from the Indian National Shipping Association and with the approval from the Directorate General of Shipping. This is applicable for all vessel categories. The right of first refusal is on account of a policy of cabotage protection and is prevalent across many countries, including India (*Source: CRISIL Report*). As per extant guidelines issued by the Government of India, Indian flagged vessels have a right of refusal over foreign flagged vessels, in any tender by an Indian oil company for seaborne transportation of oil and other liquid products. The order of preference for right of refusal in bidding for tenders by Indian oil companies is given first to Indian built, Indian flagged and Indian owned vessels followed by foreign built, Indian flagged and Indian owned vessels and lastly to Indian built, foreign flagged and foreign owned vessels. When an Indian oil company floats a tender for a charter, vessel owners from across the world can bid for the charter. If the lowest bid is made by an owner of an Indian built and Indian flagged vessel, the contract is offered to such bidder. Pursuant to a recent notification, the Directorate General of Shipping has deemed all Indian flagged vessels, as on the midnight of January 15, 2021 as 'Indian built' for the purpose of bidding for tenders by Indian oil companies. This renders our entire fleet as Indian built and gives us first preference in matching a lower priority bid.

Consistent financial performance

We have been profitable from the first year of commencing operations and have continued to be profitable in every Fiscal since our incorporation. In the period between Fiscal 2018 and Fiscal 2020, our revenue from contracts with customers and EBITDA have grown at a CAGR of 31.3% and 14.0%, respectively. Our Return on Average Equity and EBITDA margin is among the highest in the seaborne logistics industry in India (*Source: CRISIL Report*). Our Return on Average Equity in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020 was 19.9%, 6.4%, 10.6% and 13.9%, respectively while our Return on Average Capital Employed was 13.5%, 6.6%, 8.5% and 8.9% in similar periods. Our capital position has been significantly strengthened post FIHMs investment in our Company. Pursuant to a preferential allotment of Equity Shares to FIHM, for which we received approximately ₹ 2,000 million in Fiscal 2019 and improved our capital base for growth acceleration. We have been able to maintain our profitability and our profit/(loss) for the period from operations was ₹ 880.01 million, ₹ 388.16 million, ₹ 802.96 million and ₹ 1,194.67 million, in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020. Although the seaborne logistics industry is capital intensive, our debt to equity ratio as of March 31, 2018, 2019 and 2020 and as of December 31, 2020 was 0.85, 0.65, 0.91 and 0.88 respectively.

Since our revenues are denominated in US dollars, we are able to access US dollar term loans from lenders at significantly lower interest rates than Indian rupee term loans. Due to our US dollar denominated revenue, we are able to maintain a US dollar surplus, after accounting for US dollar interest outflows, US dollar capital outflows and US dollar operating costs.

Ability to retain advantage of tax regime

We avail a special presumptive tax regime which provides for tonnage based taxation under sections 115V to 115VZC of the Income Tax Act (the "**Tonnage Tax Scheme**"). The Tonnage Tax Scheme is given as an option to Indian shipping companies to help them compete with their global counterparts. In order to avail the benefits of the Tonnage Tax Scheme, companies are required to comply with certain conditions including the requirement to comply with the guidelines prescribed by the Directorate General of Shipping for training of officers on board the vessels and the requirement to transfer not less than 20.0% of the book profit derived from the specified activities to the tonnage tax reserve account annually and such funds can be used before the expiry of a period of eight years following the previous year in which the amount was credited only for (i) acquisition of a new vessel for business purposes; and (ii) until the acquisition of a new vessel, operating qualifying vessels other than for distribution by way of dividends or profits or for remittance outside India as profits or for creation of any asset outside India. Under the Tonnage Tax Scheme, the income tax is not dependent on the profit or loss of a company in a given year, but by applying a notional annual income based on the registered capacity/tonnage. This provides a greater degree of certainty of tax outflow in a year, and the tax levied is neutral to the performance of the company. We have renewed

our option under the Tonnage Tax Scheme on May 30, 2016 for a period of 10 years until Fiscal 2026.

The Tonnage Tax Scheme and our profitability over the years has resulted in lowering our effective rate of taxation over the years. Our effective tax rate for the last three Fiscals and in the nine months ended December 31, 2020 was as below:

Fiscal	Effective rate (in %)
2018	2.1%
2019	5.3%
2020	5.3%
Nine Months ended December 31, 2020	2.6%

Experienced management team

Our Chairman and Managing Director and one of our Promoters, Thomas Wilfred Pinto has over 40 years of experience in the seaborne logistics industry. He has, in the past, been a master mariner on different types of vessels. He has worked as a marine superintendent with a prominent shipping company in India. Our senior executives and key employees, comprising chief engineers and master mariners, also have substantial experience in the seaborne logistics industry. Our key managerial personnel have an extensive experience years in the seaborne logistics industry. In addition, our senior management team has been employed with our Company for a considerable amount of time. Our mid-level management is supported by our trained personnel and skilled workers who benefit from our regular in-house training initiatives. Special emphasis is laid on such training and guidance so as to enable such workers to perform with utmost efficiency and with minimum failures. Our management team has expertise in all areas of our business, including commercial and technical management, which promotes a focused marketing effort, quality and cost controls, effective operations and safety monitoring.

Our Strategy

To sustain our future growth and development, we have employed and will continue to employ the following strategies:

Leverage on our India flagged vessels to increase business from Indian companies

As all our vessels are flagged in India and are classed under the Indian Register of Shipping, we can and do take advantage of the right of refusal in respect of charter tenders by Indian oil companies. We intend to leverage this advantage both in our crude oil logistics business and oil product logistics business.

As the energy requirement and thus crude oil requirements of India are increasing, the Indian oil companies will continue to need to import crude oil from around the world. In Fiscal 2018, 2019 and 2020, the total amount of crude oil imported by Indian oil companies was 220 MMT, 226 MMT and 227 MMT (*Source: CRISIL Report*). However, only 23% and 21% of the crude oil liftings into India in 2019 and 2020 respectively, were carried out by Indian flagged vessels (*Source: CRISIL Report*). We intend to take advantage of cabotage protection and increase our share of revenues from such charters. Further, as the market for transportation of oil products along the Indian coast is required to give preference to Indian vessels, we intend to acquire more vessels to be able to increase our share of the market for such oil product transportation. We intend to transport crude oil in the VLCC and black oils or white oils in the MR tanker that we intend to acquire from the proceeds of the Fresh Issue. Over the next few years, we intend to foray into the gas carrier segment. We already have managerial personnel with considerable experience in managing gas carriers. We intend to hire and develop further talent in this area in the near future.

Consistently grow our fleet, while prudently managing our capital and mitigating risks

We began our operations with only one vessel in Fiscal 2003 and have, over the last 18 years, acquired 40 vessels and sold 20 vessels. As of January 31, 2021, we own and operate 20 liquid cargo vessels with a total deadweight capacity of 1,105,682 MT.

We continuously monitor the markets in an effort to take advantage of various expansion and growth opportunities.

At the same time, we are committed to prudently managing our capital with a view to maintaining our financial flexibility. As of January 31, 2021, we had acquired 40 vessels for a total consideration of USD 342.69 million and sold 20 vessels at a consideration of USD 99.06 million.

As at March 31, 2020 and December 31, 2020, our debt to equity ratio was 0.91 and 0.88, respectively. We intend to continue to grow our fleet through acquisition of vessels from the secondary market at relatively lower values rather than ordering new vessels. The debt contribution for financing the acquisition of our vessels has historically been in the range of 60.0% to 79.5%. We expect to increase the equity contribution (including through utilisation of internal accruals) thereby reducing our finance costs. We also intend to use the proceeds of the Fresh Issue to finance the acquisition of one VLCC vessel and one MR vessel from the secondary market. For further information, see “*Objects of the Offer*” on page 82. We are able to raise foreign currency denominated borrowings given that our revenues are US dollar denominated. Further, given that our revenues are US dollar denominated, we are able to address potential foreign currency fluctuation risks associated with foreign currency denominated operating cost and debt obligations.

Continue to manage vessels internally and not outsource to third parties

Some seaborne logistics companies outsource several functions of their management process to third parties. Such a process requires a company to depend on the judgment and reliability of a third party, which is time consuming, gives a company only a partial view of the management of its vessels and leads to additional costs in the form of management fees. We believe that our practice of in-house management gives us an end-to-end view of the management of each vessel and the costs involved besides giving us control on how the vessels are managed. We also intend to maintain full compliance with Tanker Management Safety Assessment (“TMSA”) norms. We believe that such in-house management enables us to understand the vessel’s requirements better and helps us resolve issues expeditiously, without having to deal with third party intermediaries. We believe that our successful implementation of this process has contributed to the high quality of vessels we maintain at relatively lower costs, lower maintenance and lesser repair related downtime. We intend to continue to follow this model and strengthen our in-house teams and, at the same time, not incur the extra cost levied by management companies on vessel owners.

Focus on time charter contracts

Though, voyage charters give us the opportunity to take advantage of higher charter rates when the seaborne logistics industry charter rates are high, we plan to focus more on time charter arrangements as we believe, they provide more stability, predictability and certainty of revenues, compared to voyage charter arrangements. Between Fiscal 2018 and Fiscal 2020, we deployed more of our vessels on time charters in the interest of achieving assured revenue for the period of the charter. We intend to continue placing any newly acquired oil product vessels and crude oil vessels on time charters to the extent such contracts are available. Going forward, we intend to continue to enhance our wallet share with existing customers and also endeavour to add new customers. As of date of this Draft Red Herring Prospectus 82.1% of the total deadweight capacity of the vessels of our Company is utilized towards time charter arrangements, including the vessels those are currently in dry-dock but are scheduled to be placed on time charter immediately after completion of dry-dock. Most of our current time chartered vessels are under contract for periods ranging from one to two years and we intend to continue to deploy these vessels on time charters going forward. Crude oil vessels are frequently placed on voyage charters, however, we believe there often exist opportunities to place them on time charters at good rates. We have used these opportunities in the past and would consider using them going forward. For instance, one of our recently acquired Suezmax vessels M.T. Concord has already been placed on time charter and we are in discussions to place our other two Suezmax vessels, M.T. Century and M.T. Classic, on time charters too. We intend on having a significant portion of our fleet on time charters over the next few years that ensures clear revenue visibility over the next few years.

Our Operations:

Our Fleet

As of January 31, 2021, we own and operate 20 liquid cargo vessels.

The following table details the names, type, approximate age and capacity of the vessels in our fleet:

S. No	Vessel	Category	Deadweight (MT)	Approximate Age (in Years)
1.	M.T. Elegant	Small	10,329	24.8
2.	M.T. Pelican	Small	11,915	21.9
3.	M.T. Lourdes	Small	12,761	17.5
4.	M.T. Blossom	Small	12,842	16.5
5.	M.T. Feather	MR	35,198	16.2
6.	M.T. Harmony	MR	35,931	21.7
7.	M.T. Loyalty	MR	45,650	20.7
8.	M.T. Sparkle	MR	45,744	16.5
9.	M.T. Gallant	MR	45,934	16.5
10.	M.T. Kestrel	MR	45,999	19.1
11.	M.T. Patriot	MR	46,001	18.5
12.	M.T. Dynasty	MR	46,344	21.3
13.	M.T. Abalone	MR	46,408	21.3
14.	M.T. Success	MR	46,803	16.7
15.	M.T. Coronet	MR	46,803	16.8
16.	M.T. Courage	MR	47,791	17.2
17.	M.T. Babylon	MR	45,726	14.3
18.	M.T. Classic	Suezmax	159,195	15.3
19.	M.T. Concord	Suezmax	159,155	15.7
20.	M.T. Century	Suezmax	159,152	15.4
Total			1,105,682	

Types of charters

There are primarily three types of arrangements for deployment of our vessels: (i) time charter contracts; (ii) voyage charter contracts; and (iii) contracts of affreightment.

Time charter contracts

These contracts entered into for a specific duration of time where the charterer uses a vessel owner's vessel for a fixed charter hire expressed in USD per day, pro rata. The operational and technical management and cost of running the vessel is to the account of the vessel owner. The vessel owner also performs all manning operations on the vessel. However, port charges and bunkers (fuel) are paid for by the charterer. The vessel owner's hired crew that man the vessel are instructed by the charterer on loading and unloading of cargo. Time charter contracts typically involve a fixed period and an additional optional period that the charterer may choose to exercise. On completion of the charter, the owner bids for other tenders in the industry.

Voyage charter contracts

These are charters that are entered into for a specific voyage. They are calculated based on a percentage of the Worldscale base rate, primarily for international voyages. For domestic voyages, the freight would be linked to the market, but might not be linked to Worldscale per se. In addition, the owners earn demurrage if they arrive at the port within the specified lay can period, but have to wait for loading cargo. In voyage charter, the port charges and bunkers (fuel) are to the account of the owner. However, the owners build in the bunkers (fuel), port dues and daily time charter earnings to derive the voyage charter earnings which are billed to the charterer.

Contracts of Affreightment ("COAs")

COAs are contracts entailing a collection of voyage charters for the same customer and are to be completed within a specified span of time. From an operations perspective, these voyages are treated like voyage charters, wherein the port charges and bunkers (fuel) are borne by the vessel owner. However, by virtue of there being multiple voyages being contracted for upfront, there is better visibility on future earnings similar to that in time charters. The per

voyage freight is decided upfront when bidding for the contract. The freight is invoiced by the owner for each voyage as and when the discharge is completed. These earnings are not linked to Worldscale like in voyage charters.

Process of Chartering

The process of getting a contract of charter in India typically involves the following:

An Indian oil company floats a global tender for a charter, specifying the type of vessel required and the type of cargo to be carried which could include either crude oil or oil products. The tender also states the duration of the contract and other technical requirements of the vessel. Vessel owners from across the world can bid for the contract. They are required to provide details of the vessel they plan to offer the charterer. The charterer then verifies if the vessel offered for the charter matches the technical specifications, as required in the tender documents. The final bids are arrived at through counters between the bidders and the charterer. After final bids come in, if the lowest bid is made by an owner of an Indian built and Indian flagged vessel, the contract is offered to such bidder. However, if the lowest bid is made by an owner of a foreign built and Indian flagged vessel, the rate is first disclosed to an Indian company offering an Indian built and Indian flagged vessel that made the lowest bid amongst that group of companies. If the rate is matched, the contract is given to the Indian company offering the Indian built and Indian flagged vessel. If not, the next lowest Indian bidder with an Indian built and Indian flagged vessel is offered the chance to match the rate. If no owner in this category matches this rate, the business is given to the owner of the foreign built and Indian flagged vessel. If the lowest bid was made by a foreign owner offering an Indian built and Indian flagged vessel, the opportunity to match the rate is given to the two categories with higher preference. If a foreign owner with foreign flagged and foreign built vessel makes the lowest bid, the three categories with higher preference are given the opportunity to match the rate. If no Indian entity or entity having an Indian built vessel matches the rate within a time frame, the tender is awarded to the owner of a foreign built and foreign flagged vessel.

Our Vessels and Deployment Status of our Fleet

The following table summarizes our vessels and the current deployment status of our fleet:

S. No	Vessel	Deployed With	Charter Type	Period of Charter Contract*
1.	M.T. Elegant	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
2.	M.T. Pelican	Foreign private company	Voyage charter	Single Voyage
3.	M.T. Lourdes	Foreign private company	Time charter	6 months
4.	M.T. Blossom	Indian public sector oil company	Time charter	1 year
5.	M.T. Feather	Indian public sector oil company	Time charter	1 year + 3 months + 3 months + 3 months
6.	M.T. Harmony	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
7.	M.T. Loyalty	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
8.	M.T. Sparkle	Indian public sector oil company	COA	5-7 voyages
9.	M.T. Gallant	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
10.	M.T. Kestrel	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
11.	M.T. Patriot	Foreign private company	Voyage charter	Single voyage
12.	M.T. Dynasty	Foreign private company	Voyage charter	Single voyage
13.	M.T. Abalone	Indian public sector oil company	Time charter	1 year + 6 months + 6 months
14.	M.T. Success	Indian public sector oil company	Time charter	1 year + 1 year + 1 year
15.	M.T. Coronet	Indian public sector oil company	Time charter	1 year + 6 months + 6 months

S. No	Vessel	Deployed With	Charter Type	Period of Charter Contract*
16.	M.T. Courage	Foreign private company	Voyage charter	Single voyage
17.	M.T. Babylon	Currently on voyage charter. Pending delivery to charterer.	On voyage charter currently. Pending delivery to charterer.	6 months + 5 months
18.	M.T. Classic	Currently in dry-dock. Pending fulfilment of certain conditions to go on time charter.	In dry-dock currently. On subjects for time charter	1 year + 1 year
19.	M.T. Concord	Public sector oil company	Time charter	2 years
20.	M.T. Century	Currently in dry-dock. Pending fulfilment of certain conditions to go on time charter.	In dry-dock currently. On subjects for time charter	1 year + 1 year

Notes:

* The first period mentioned is the period of the initial charter which is extendable, solely at the option of the charterer by the periods mentioned subsequently.

** The dates represent the date on which the charter expires assuming the options for extension were exercised for the full period documented in the relevant charter documents.

Vessel Acquisition and Sale

Acquisition process

We consider acquiring a vessel when we believe there is a demand for a vessel in any particular segment in the industry. Another factor that plays a role in the decision is the valuation of such vessels. If the market is such that the valuation of the vessel is low and there is a potential business opportunity, we evaluate the possibility of acquiring such a vessel.

An acquisition feasibility analysis is then performed by our in-house technical and finance departments. Such analysis is based on a number of parameters like age of the target vessel, number of years to run the vessel after acquisition, current charter rates, the most recent operating costs for the vessel type and the expected final price post negotiation.

We have, in the recent past, preferred buying vessels which are aged between 14 to 17 years for both, our crude oil logistics business and oil product business, if such vessels are available at a price which enables us to positively evaluate the potential internal rate of return, the return on equity and the payback period. If found feasible, the decision is conveyed to the Board of Directors which then makes a final decision. Going forward, we intend to buy vessels in the age range of 12 to 17 years.

Vessel Financing

We finance the acquisition of our vessels through a combination of internal accruals and debt. Our contribution (internal accruals) for such financing usually ranges between approximately 25% to 40% depending on the cost of the vessel. Our debt is usually secured by a first charge on the vessel being financed for all lenders, and in the case of some lenders, a reciprocal second charge on the vessels owned by us and which have been funded by other lenders with similar security terms. The personal guarantee of our individual Promoters is also offered as security. The rate of interest payable by us for our foreign currency loans has been six months LIBOR plus 250 to 325 basis points for our floating LIBOR loans and between 3% and 5.1% for our fixed rate loans.

For further information on our indebtedness, see, “Financial Indebtedness” on page 289.

Sale process

Vessels are considered for sale based on their age, performance, operating costs, increasing idle time periods and if they are nearing the end of their charter of contract. Although, usually vessels are sold only at the end of their charter periods, if either their performance is poor, or they have higher operating costs or are old in age, or a combination of all or some of these factors exists, we may also decide to sell the vessel while the contract is ongoing. In such a case, we would either have to acquire a vessel to replace the existing vessel being sold or charter in a vessel from another company for the remainder of the contract period. Once we decide that a vessel is to be sold, we obtain no objections and letters to release mortgage security from lenders. At the same time, we put the vessel up for sale in the international market and sell the vessel at the best possible price and terms. The proceeds from such sale are utilized to retire any existing debt or to finance the acquisition of replacement vessels.

The following are the details of the vessels sold by us as of January 31, 2021:

S. No.	Name of Vessel	Deadweight Capacity (in MT)	Purchased in Fiscal	Sold in Fiscal	Profit / (Loss) (₹ millions)
1.	M.T. Seven Islands	6,009	2003	2007	2.20
2.	M.T. Blossom	6,755	2005	2014	14.41
3.	M.T. Twinkle	6,757	2007	2012	1.20
4.	M.T. Crystal	6,965	2007	2015	9.85
5.	M.T. Lourdes	7,095	2009	2019	31.13
6.	M.T. Triumph	39,317	2010	2013	2.85
7.	M.T. Orchids	28,810	2011	2020	43.31
8.	M.T. Prudent	47,076	2012	2017	(24.85)
9.	M.T. Victory	29,933	2014	2019	(0.25)
10.	M.T. Oaktree	46,878	2014	2019	39.03
11.	M.T. Delight	8,614	2014	2020	(8.47)
12.	M.T. Agility	44,970	2015	2021	159.94
13.	M.T. Saffron	149,999	2016	2019	(94.89)
14.	M.T. Crimson	146,645	2016	2021	163.63
15.	M.T. Windsor	46,057	2017	2020	(48.40)
16.	M.T. Meadows	46,087	2017	2020	5.56
17.	M.T. Lavails	299,325	2017	2021	145.86
18.	M.T. Genessa	46,145	2018	2019	10.43
19.	M.T. Seagull	46,162	2018	2021	18.62
20.	M.T. Resolve	74,999	2020	2021	98.35

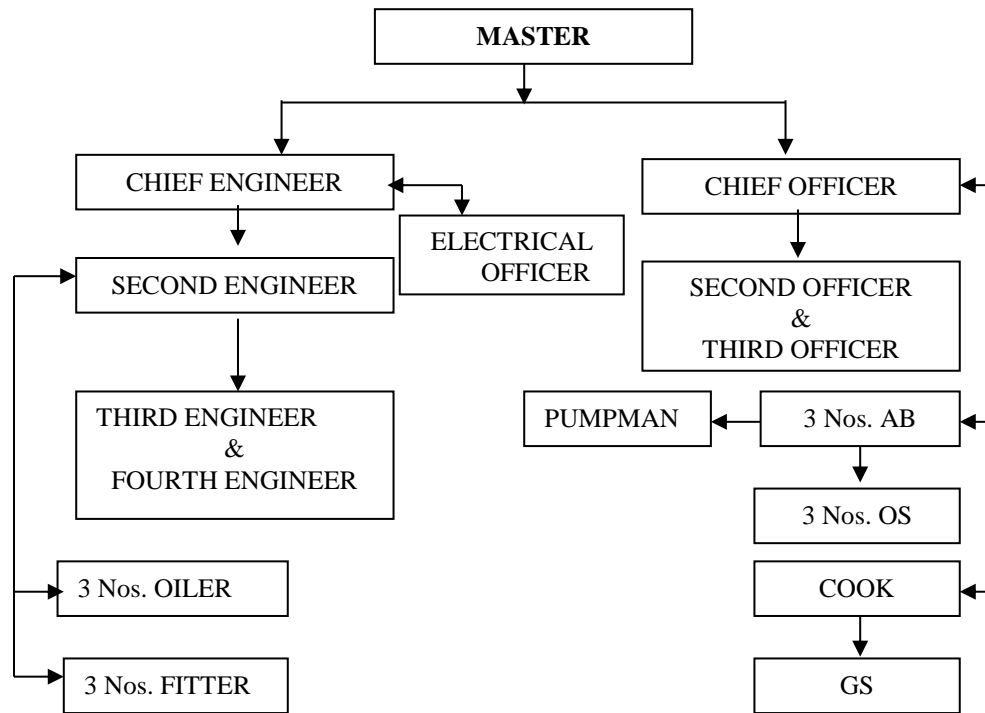
Human Resources, Crew Appointment and Management Process

As of December 31, 2020, we have 81 permanent employees who are all engaged in our corporate office. Our vessel crew members are hired by us for a finite duration, a process which is done substantially in-house.

Once a candidate's documents have been verified and reference checks have been conducted with the previous employer, the candidate is interviewed. If the candidate is selected in the interview process, a medical test is conducted. Medically fit candidates are then required to sign the employment contract after which they are sent to the vessel. The salary of the crew is based on their rank and availability at a given time.

We have established a safety and health policy for our employees to follow. In addition, we provide occupational safety education and training, conducted by internal and external trainers, to raise employees' awareness of safety issues. We provide employees with a defined growth track and support their growth ambitions. We focus on development of our employees by periodically evaluating their performance to create measurable improvements and actions. All evaluations are conducted objectively, fairly and with a constructive outlook on people development. We focus on learning not only through training sessions and workshops, but also through continuous, informal (or on the job) training, evaluation and guidance.

Organisation Structure of a Vessel



ABS - Able Bodies Seaman

OS - Ordinary Seaman

GS - General Seaman

Our Customers

Our relationship with our customers is completely governed by the charter party contract. The charter party contract follows a standard format that is used by the charterer. The charter party contract has certain standard information and clauses that are included, like the specifications of the vessels, its cargo tank facilities and the expected speed of the vessel. The time within which a vessel should present itself to the charterer for loading the first cargo is mentioned as also the duration of the charter contract.

Time charter contracts require charterers to specify that they themselves would be supplying bunker (fuel) to the vessel. Hence, in time charter contracts, it is vital to specify bunker (fuel) consumption guidelines for the vessels which also become performance criteria for the vessel owner. The contract also specifies the per day charter hire and the payment terms. Payments for majority of these time charters are invoiced and received in advance.

Voyage charter contracts require the vessel owners to supply bunkers (fuel) to the vessel. These charter contracts specify the loading ports, discharging ports, the lay can period and a percentage of the Worldscale rate for calculating charter hire rates for the voyage. Worldscale is a system of determining payment for international vessel voyage charters. A Worldscale base price charged in US dollar per tonne of cargo carried is obtained for a load port and discharge port combination. A charter party contract is negotiated as a percentage of this Worldscale rate. This is then multiplied by the cargo carried in tonnes to determine the payment for the voyage.

The following table details the contribution to our revenue from contracts with customers in the last three Fiscals and the nine months ended December 31, 2020:

Type of Customer	Nine months ended December 31, 2020		Fiscal 2020		Fiscal 2019		Fiscal 2018	
	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue
Public Sector Companies	5,575.90	85.2%	6,320.10	88.9%	4,592.01	98.2%	3,916.02	94.9%
Others	971.73	14.8%	790.16	11.1%	83.81	1.8%	210.28	5.1%

We have been a long-term service provider to Indian public sector oil companies which are rated CRISIL AAA and also have strong customer relationships with five of India's ten largest Fortune 500 companies.

Sales and Marketing

Since this is a business to business trade and does not involve retail sales, no significant marketing activities are carried out. However, our chartering team liaises with charterers from time to time and also studies market trends to understand the possibility of business opportunities.

Environment and Pollution

All of our vessels are operated in compliance with relevant national and international pollution prevention protocols. We comply with all mandatory environmental measures and requirements for each vessel carrying liquid cargo, as prescribed by the various regulatory authorities that regulate the seaborne logistics industry. For further information, see *“Key Regulations and Policies in India”* and *“Government and Other Statutory Approvals”* beginning on pages 158 and 297, respectively.

Safety, Quality and Maintenance

Safety, the preservation of life and the protection of the environment are our core values. In keeping with these values, we believe our fleet has maintained a strong safety record. Every commercial seagoing vessel must be “classed” by a classification society. Our fleet is currently classed by the Indian Register of Shipping. In addition to being classed with the Indian Register of Shipping, certain of our vessels maintain dual class with other prominent international classification societies. The IMO adopted an International Safety Management Code (the **“ISM Code”**) in 1993, which became mandatory in 1998. The code establishes safety management objectives and requires a Safety Management System (**“SMS”**) to be established by the vessel owners or any persons, such as the managers or bareboat charterers, who have assumed responsibility for operating a vessel. We obtained our current Document of Compliance (**“DOC”**) certification from the Directorate General of Shipping, Government of India in 2018. The Directorate General of Shipping, Government of India, conducts regular annual DOC audits on our Company. If any non-compliance is observed, our Company is given a timeframe to comply. For further information, see *“Risk Factors – The Directorate General of Shipping, Government of India, has noted certain non-compliances by our Company with the International Management Code for the Safe Operations of Ships and for Pollution Prevention (‘ISM Code’) in the past.”* on page 32.

Our Company is compliant with TMSA norms and intends to maintain full compliance with them going forward. The TMSA program encourages companies to assess their safety management systems against key performance indicators and provides a minimum expectation plus three levels of increasing best practice guidance. Self-assessment results can be used to develop phased improvement plans that support continuous improvement of their ship management systems. We believe that TMSA compliance is favorably viewed by charterers around the world.

A classification society certifies that a vessel is “in class”, signifying that the vessel has been built and maintained in accordance with the rules of the classification society and complies with applicable rules and regulations of the vessel's country of registry and the international conventions of which that country is a member. In addition, where surveys are required by international conventions and corresponding laws and ordinances of a flag state, the classification society will undertake them on application or by official order, acting on behalf of the authorities concerned. A vessel must undergo scheduled annual surveys, intermediate surveys, dry docking and special surveys.

For maintenance of the class, regular and extraordinary surveys of hull, machinery, including the electrical plant, and any special equipment classed are required to be performed as follows:

Annual Surveys: For seagoing vessels, annual surveys are conducted for the hull and the machinery, including the electrical plant, safety and communication equipment and, where applicable, for special equipment classed. These surveys occur at intervals of 12 months, plus or minus three months, from the date of commencement of the class period indicated on the certificate.

Intermediate Surveys: Extended annual surveys are referred to as intermediate surveys and are typically conducted in conjunction with the second or third annual survey after each special survey.

Dry docking Surveys: We dry dock our vessels twice within the five-year survey cycle, with a maximum of 36 months between inspections, for survey of the underwater parts and for inspections.

Special Surveys: Special surveys, also known as class renewal surveys, are carried out for the vessel's hull, machinery, including the electrical plant, safety and communication equipment and for any special equipment classed, at five year intervals from the vessel's certification. At the special survey, the vessel is thoroughly examined, including ultrasonic measurements to determine the thickness of the steel structures. Should the thickness be found to be less than the class requirements, the classification society would prescribe steel renewals (replacement of steel). The classification society may grant a one-year grace period for completion of the special survey. Substantial amounts of funds may have to be spent for steel renewals to pass a special survey if the vessel experiences excessive wear and tear. At an owner's application, the surveys required for class renewal may be split according to an agreed schedule to extend over the entire period of class. This process is referred to as continuous class renewal.

If defects are found by the classification surveyor during any survey, an immediate repair will be required. However, if the class surveyor considers it safe for the vessel to continue service without an immediate repair, the surveyor will issue a condition of class which will require the defect to be rectified within prescribed time limits. Any conditions of class must be repaired at the time of the special survey or earlier if prescribed by the classification society.

All vessels are required to be surveyed at least once per class period, as defined by the classification society, unless shorter intervals between surveys are prescribed elsewhere. The period between two subsequent surveys of each area must not exceed five years.

Insurance underwriters generally make it a condition for insurance coverage that a vessel be certified as "in class" by a classification society that is a member of the International Association of Classification Societies.

Dry dock maintenance is performed by our Company at very highly rated global dry dock yards. Our Company's in-house superintendents attend these yards at the time of dry dock and work with crew members on board the vessel as well as temporary labor from the yard. We seek to keep our vessels in excellent working condition in order to satisfy the international operating standards required by the international oil companies and other high-end customers, as well as to prolong the useful life of our vessels. Shipyards used for maintenance are carefully selected based on geographic location vis-à-vis the trade pattern of the vessel, types of facilities available at the yard, cost effectiveness and turnaround time.

Crew members are responsible for carrying out routine maintenance on-board the vessels and where necessary additional crew members are added to perform specific maintenance and upgrading tasks during voyages. We believe that our schedule of dry docking and our continuous efforts to repair and maintain our vessels help us retain the efficiency and safety of our fleet operation.

Insurance

The insurance requirements for operating a vessel are different in nature from those which apply to other industries, as vessels operate all over the world, calling at various ports in various countries at different times. The complex circumstances involved in sea and inland voyages require specific arrangements for the provision of marine

insurance. Generally, a marine policy may cover the risks of a single voyage or may insure for a certain period of time. Cargo is almost always insured by voyage by the chartering party. Vessels are usually insured for a certain duration of time, usually year by year. Cargo policies may be based on a single load or may cover all cargo as shipped by the insured.

Hull and Machinery: Hull insurance or vessel insurance may cover a vessel or a whole fleet. Our Hull and Machinery policy covers physical damage to the vessel, its machinery and equipment. In addition, the policy covers general salvage, litigation, labor and collision liability. Coverage for our vessels under the Hull and Machinery policy is written with a vessel value, as agreed upon between us and the underwriters of the policy.

War Risk: Our War Risk policy covers damage to the vessel for war and other risks excluded from the Hull and Machinery policy. Our War Risk policy also covers damage caused by strikes, lockouts, labor disturbance, riots, terrorism and civil unrest.

Additional War Risk: If our Company's vessels travel to regions where there is a history of civil unrest, we takes out an 'Additional War Risk' insurance.

Kidnapping and Ransom: If our Company's vessels travel to regions where there are piracy concerns, our Company takes out 'Kidnapping and Ransom' insurance to protect crew members. In addition, vessels travelling to these areas employ armed guards on board the vessel for protection against piracy.

Protection and Indemnity: Our Protection and Indemnity policy covers personal injury and illness, cargo claims, collision, third parties' liabilities, damages to docks, buoys and other fixed and floating objects, costs of wreck removal, fines and penalties, mutiny and misconduct by crew, crew repatriation and substitution, damage to property on board the vessel, quarantine loss, and oil pollution.

Freight Demurrage and Defense: We also have a Freight Demurrage and Defense policy that covers fees associated with legal consultancy costs relating to charter parties, contracts of carriage, bills of lading, contracts of affreightment, vessel building contracts, vessel sale and purchase contracts, repair contracts, vessel agency, stevedoring, towage and salvage contracts, insurance broking, ship broking and management service contracts, Bunker and necessaries contracts, crew contracts and marine insurance contracts.

We believe that this level of insurance cover is in line with standard market practice for the industry.

Competition

Competition in our industry can be intensive. It is generally based on vessel availability in a particular region or for a particular route and price, as well as reliability and reputation in the industry.

In our oil product transportation business, domestic trade involving shipping within India, our principal competitors are Shipping Corporation of India, Great Eastern Shipping Company, Sanmar Shipping and LMCS Maritime (*Source: CRISIL Report*).

Intellectual Property

Our Company has registered the following trademarks in India:

S. No.	Trademark	Trademark No.	Class	Certificate No.	Valid Up To
1.	SEVEN ISLANDS SHIPPING (along with the device of map)	2790322	16	2068840	August 11, 2024
2.	SEVEN ISLANDS SHIPPING (along with the device of map)	2790323	35	2296159	August 11, 2024
3.	SEVEN ISLANDS SHIPPING (along with the device of map)	2790324	37	1973542	August 11, 2024
4.	SEVEN ISLANDS SHIPPING (along with the device of map)	2790325	39	2068828	August 11, 2024
5.	SEVEN ISLANDS (along with	2790327	35	2068822	August 11, 2024

S. No.	Trademark	Trademark No.	Class	Certificate No.	Valid Up To
	the device of map)				
6.	SEVEN ISLANDS (along with the device of map)	2790328	37	1652497	August 11, 2024
7.	SEVEN ISLANDS (along with the device of map)	2790329	39	1653142	August 11, 2024
8.	CONNECTING LIFE BY ANCHORING TRUST	2948147	16	1723025	April 22, 2025
9.	CONNECTING LIFE BY ANCHORING TRUST	2948150	37	2103826	April 22, 2025
10.	SEVEN ISLANDS CONNECTING LIFE BY ANCHORING TRUST (along with the device of map)	2948151	37	2036188	April 22, 2025
11.	CONNECTING LIFE BY ANCHORING TRUST	2948152	39	1386213	April 22, 2025
12.	SEVEN ISLANDS CONNECTING LIFE BY ANCHORING TRUST (along with the device of map)	2948153	39	2103849	April 22, 2025

Our Company had filed 16 applications for registration of trademarks under various classes including applications for registration of 'SEVEN ISLANDS SHIPPING' and 'SEVEN ISLANDS SHIPPING Connecting life by anchoring trust'. Twelve of these applications are registered in the name of the Company by the Registrar of Trademarks. Three of these applications have been refused and one has been abandoned.

Information Technology

We use Danaos, a licensed software, that is used to manage the requisition, procurement, crewing, certification and operational processes aboard our vessels. Employees can track and approve procurement online through this software. Additionally, this software enables our superintendents to plan maintenance on vessels. We are also in the process of implementing Microsoft Navision 2016 for our accounting department as an upgrade from our existing accounting software.

Properties

Our Company has entered into three lease and license agreements for occupying our Registered and Corporate Office, a lease and license agreement for additional office space and a lease and license agreement for a warehouse. As on the date of this Draft Red Herring Prospectus, we do not own any immovable property.

Corporate Social Responsibility ("CSR")

We recognize that our business activities have a wide impact on the society in which we operate and, therefore, an effective practice is required. We endeavour that in every Fiscal, we contribute at least 2.0% of our average net profits during the three immediately preceding Fiscals towards CSR activities. In relation to our CSR activities, we give preference to the local area and areas around where we operate.

We have formed an internal committee named the Management Sustainable Committee to implement our CSR policy. Our CSR activities are intended to promote, among other permissible activities:

- healthcare, including preventive healthcare;
- education and providing shelter for economically backward class;
- facilities for senior citizens;
- human rights of disabled and able children; and
- women empowerment.

KEY REGULATIONS AND POLICIES IN INDIA

The following description is a summary of certain key statutes, rules, regulations, notifications, memorandums, circulars and policies which are applicable to our Company and the business undertaken by our Company.

The information detailed in this chapter, is based on the current provisions of key statutes, rules, regulations, notifications, memorandums, circulars and policies which are subject to amendments, changes and/or modifications. 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 professional legal advice.

Taxation statutes such as the Income Tax Act, 1961 and the relevant goods and services tax legislation apply to us as they do to any other company. For details of government approvals obtained by our Company, see "Government and Other Approvals" beginning on page 297.

Maritime Laws

Shipping is an international activity and is required to conform to various international regulations, treaties, conventions and other similar bilateral and multilateral agreements. India is a party to several conventions developed by the IMO and the United Nations Organisation and the ILO. The ILO also develops conventions and recommendations relating to the working conditions of seafarers, their safety, identity and other welfare measures for the seafaring community at large. To give effect to the requirements of such conventions, suitable statutory provisions have been made in the Merchant Shipping Act.

Merchant Shipping Act

The Merchant Shipping Act consolidates the law in India relating to mercantile shipping and was enacted with an aim to develop and ensure efficient maintenance of an Indian mercantile marine to be able to best serve national interests. Provisions of various international treaties, such as the Safety Convention, the Pollution Prevention Convention and the Load Lines Convention have been incorporated within the Merchant Shipping Act and the rules under it. It provides for registration, certification and transfer of ships. It establishes a national shipping board. It also lays down the procedures that should be followed in case of a collision at sea and the division of loss in case of such collision. It also contains provisions for prevention and containment of pollution of the sea caused by oil, placing prohibitions on the discharge of oil and creating civil liability for oil pollution damage caused by the ship.

Registration of Indian ships

Every Indian seagoing ship fitted with a mechanical means of propulsion (except a ship with mechanical means of propulsion of less than 15 tons net and employed solely in the coasts) is required to be registered under the Merchant Shipping Act. A ship is not recognised as an Indian ship unless it is owned wholly by: (1) citizen of India; or (2) a company or body established by or under any central or state legislation which has its principal place of business in India; or (3) is a duly registered or deemed to be registered cooperative society. An Indian ship which is required to be registered under the Merchant Shipping Act and which is not so registered, is not recognised as an Indian ship. The Merchant Shipping Act provides a list of ports at which the registration of ships can be done. An application for the registry of an Indian ship under the Merchant Shipping Act is followed by a survey of the ship in relation to its tonnage, build and other particulars. Further, the person to be registered as the owner of the ship is required to submit a declaration of ownership in the prescribed format.

Cabotage

Part XIV of the Merchant Shipping Act imposes restrictions on ships other than Indian ships or ships chartered by (1) citizen of India; or (2) a company or body established by or under any central or state legislation which has its principal place of business in India; or (3) is a duly registered or deemed to be registered cooperative society, in engaging in coasting trade of India. Such ships are required to obtain a license from the DGS prior to engaging in the coastal trading of India.

Seamen and Apprentices

Specific provisions in relation to the engagement, discharge and related matters pertaining to seamen and welfare of seamen and apprentices are contained under the Merchant Shipping Act. There are prescribed rules and regulations in relation to the maintenance of discipline on board of the ships. The safety and welfare of the seamen is regulated by the provisions of the Merchant Shipping Act. The Merchant Shipping Act, *inter alia*, contains the provisions in relation to the engagement of seamen on Indian ships and ships other than Indian ships at any port in India. The Merchant Shipping Act also sets out special provisions with regard to agreements with crew of Indian ships.

Shipping Bill

The Shipping Bill was introduced in the Lok Sabha in December 2016 with the aim of simplifying and consolidating the law governing merchant shipping in India. If passed, the Shipping Bill will bring in reform in the shipping industry in India. The Bill seeks to repeal, *inter alia*, the Merchant Shipping Act. Some noteworthy reforms that will be ushered in are introducing welfare measures for seafarers, registration of certain residuary category of vessels which are not covered under any statute, and incorporation of all IMO Conventions and their Protocols. The Shipping Bill seeks to dispense with the requirements for issuing licenses to Indian flagged vessels for coastal clearance by customs authorities, and make separate rules for coastal vessels.

The Ministry of Ports, Shipping and Waterways has issued a draft of the Merchant Shipping Bill, 2020, for public consultation in November, 2020. It aims to repeal and replace the Merchant Shipping Act and the Coasting Vessels Act, 1838. The Merchant Shipping Bill, 2020, has been drafted with the primary aim to consolidate and amend the law relating to merchant shipping to ensure compliance with the country's obligation under the maritime treaties and International Instruments to which India is a party and also to ensure the efficient maintenance of Indian mercantile marine in a manner best suited to serve the national interest. The draft of the Merchant Shipping Bill, 2020, is currently issued for seeking the feedback and suggestions from the public.

Cargo Rules

The Cargo Rules govern the carriage of cargo by Indian ships and other ships carrying cargo to Indian ports. Under the rules, 'dangerous cargoes' include dangerous goods in packaged form, explosives as defined in the Explosives Act, 1984 and the Dangerous Goods Code, noxious or dangerous chemicals liquid in bulk, harmful substances identified as marine pollutants in the Dangerous Goods Code etc. It contains rules regarding cargo information to be provided by the shipper, correct stowage and securing of the cargo, reporting of incidents involving dangerous cargoes etc.

Maritime Claims Act

The Maritime Claims Act was enacted to consolidate the laws relating to admiralty jurisdiction, and legal proceedings in connection with vessels, their arrest, detention and sale. It vests admiralty jurisdiction in respect of all maritime claims in the High Courts. The admiralty jurisdiction of the High Courts is exercisable over the waters up to and including the territorial waters of their respective jurisdictions in accordance with the provisions contained in the Maritime Claims Act. Further, it lays down the situation from which a maritime claim may arise for the purposes of the Maritime Claims Act. It empowers High Courts to order arrest of any vessel which is within its jurisdiction for the purpose of providing security against a maritime claim which is the subject of an admiralty proceeding, provided certain conditions are met. It also empowers High Courts to exercise admiralty jurisdiction *in personem*, subject to certain restrictions.

Indian Carriage of Goods by Sea Act, 1925, as amended

The Indian Carriage of Goods by Sea Act, 1925, as amended, contains provisions of the International Convention on Carriage of Goods by Sea, 1924 (also known as the Hague Rules). Bills of lading are negotiable instruments that are exchanged at the time the goods are delivered to and received from the ship. They reflect the terms of the contract and the liabilities of the carrier. It lays down certain rules relating to bills of lading for carriage of goods by sea "from any port in India to any other port whether in India or outside India" and specifies the risks and liabilities of the carrier and the shipper, rights and immunities available. Its provisions are not applicable to charter-parties unless

bills of lading are issued in case of a ship under a charter party.

Multimodal Act

The Multimodal Act was enacted with a view to facilitate the smooth flow of international trade by reducing the disruption in the continuous movement of goods from their point of origin to their destination. It governs the multimodal transportation of goods from any place in India to a place outside India. Multimodal transportation is defined as the carriage of goods by at least two different modes of transport under a multimodal transport contract. It makes it mandatory for persons carrying on the business of multimodal transportation to be registered under the Multimodal Act. It specifies the responsibilities and liabilities of the multimodal transport operator. It makes the multimodal transport operator liable for any loss or damage to the consignment, or any delay, if it took place while the consignment was in his charge. It also gives the operator the right to have lien on the consignment in case of non-payment.

MI Act

The MI Act lays down the law regarding contracts of marine insurance whereby the insurer undertakes to indemnify the assured against losses that may arise during or incidental to navigation of the sea. The MI Act requires that the assured must be interested in the subject-matter insured at the time of the loss. The interest may be defeasible, contingent or partial. The MI Act specifies that the contract of marine insurance would be based upon utmost good faith and that the assured must disclose to the insurer all material circumstances. The contract of marine insurance cannot be admitted in evidence unless it is embodied in a marine policy in accordance with the specifications in the MI Act. It also provides for double insurance, warranties, loss and abandonment.

Environment Act

The Environment Act was enacted to provide for the protection and improvement of the environment, and to that effect, empowers the Central Government to requisite measures. The Central Government is also empowered to appoint officers and entrust them with powers and functions. The Environment Act lays down certain general rules for the prevention of environmental pollution and provides for its enforcement by making intimation to the concerned authorities mandatory for the person in charge of the place where environment pollution occurs, and permitting the Central Government to empower any person with the powers of entry and inspection. The Environment Act also empowers the Central Government to establish environmental laboratories and appoint government analysts. Penalties for contravention of the provisions of the Environment Act have been specified. In case an offence under the Environment Act has been committed by a company, the persons in charge of and responsible for the conduct of the business of the company at the time of the offence and the company itself are deemed to be guilty of the offence.

Water Act

The Water Act was enacted with the aim of preventing and controlling water pollution and it establishes various boards to ensure that the aims are met. It specifies the constitution of the central board and state boards, and assigns powers and functions to these boards. The state board is empowered to obtain information and take samples of effluents and send them for analysis to recognized laboratories. The Water Act makes previous consent of the state board mandatory for the establishment of any industry or operation which is likely to discharge sewage or trade effluent into a stream or well or sewer or on land.

Air Act

The Air Act established the central board and state boards for the prevention and control of air pollution, and specifies their constitution, powers and functions. The state governments are permitted to declare certain areas as air pollution control areas, and prohibit the usage of fuel or burning of any other material if needed. In addition, previous consent of the state board is required to establish or operate any industrial plant in an air pollution control area. The state board also lays down the standards of permitted emission of air pollutants in such areas. The Air Act also empowers State Governments to establish state air laboratories. The Air Act lays down penalties for non-compliance. If companies are found to be in contravention of the Air Act, then the persons directly in charge of, and

responsible to, the company for the conduct of the business of the company, as well as the company itself, are deemed to be guilty of the offence.

Seamen's PF Act

The Seamen's PF Act was enacted as a welfare legislation for the institution of a provident fund for a specified person employed or engaged as a member of the crew of a ship under the Merchant Shipping Act. The government has notified the Seamen's Provident Fund Scheme, 1966. It specifies that the provident fund will be used for meeting the pay and allowances of the employees of the board of trustees and its administrative expenses, and for carrying out the purposes of the Seamen's PF Act. An employer to whom the act applies must contribute to the fund at a rate specified in the scheme, and the seaman has to make a contribution of an equal amount. It also specifies penalties to be imposed for making false statements or representations to avoid payments under the Seamen's PF Act and for any other contraventions of the Seamen's PF Act.

Hazardous Wastes Rules

The Hazardous Wastes Rules have been notified to ensure the safe handling and disposal of hazardous waste. They specify "cleaning, emptying and maintenance of petroleum oil storage tanks including ships" as a process that generates hazardous wastes. The Hazardous Wastes Rules lay down the responsibilities of the person who has control over the affairs of the factory or the premises and includes a person who is in possession of hazardous wastes, known as an "occupier", such as minimization and safe disposal. Any occupier who is engaged in, among other things, generation or transportation of hazardous waste, must obtain requisite authorization from the state pollution control board. Such authorization may be cancelled in case of non-compliance with the provisions of the Environment Act or the Hazardous Wastes Rules. It also lays down rules regarding treatment, storage and disposal of hazardous wastes. These Hazardous Wastes Rules shall not apply to wastes arising out of the operation from ships beyond five kilometres of the relevant baseline as covered under the provisions of the Merchant Shipping Act and the rules made thereunder, and as amended from time to time.

Merchant Shipping (Civil Liability for Oil Pollution Damage) Rules, 2008, as amended

The Merchant Shipping (Civil Liability for Oil Pollution Damage) Rules, 2008, as amended, allow the owner of a ship to limit his liability for oil pollution. It also lays down the procedure for application for issue of a certificate of insurance or other financial security in respect to a ship.

Merchant Shipping (Prevention of Pollution by Oil from Ships) Rules, 2010, as amended

The Merchant Shipping (Prevention of Pollution by Oil from Ships) Rules, 2010, as amended, mandate surveys of all oil tankers of or above 150 gross tonnage and other ships of or above 400 gross tonnage, after which an International Oil Pollution Prevention Certificate and an Indian Oil Pollution Prevention Certificate, as relevant would be issued. These certificates are valid for a period of five years. Ships of or above 400 gross tonnage must have tanks to receive oil residues or sludge, oil filtering equipment. The rules also prohibit the discharge of oil or oily mixtures from ships into sea except in certain circumstances. Oil tankers above a 150 gross tonnage have to carry on board a shipboard oil pollution emergency plan approved by the Central Government.

Merchant Shipping (Levy of Oil Pollution Cess) Rules, 1988, as amended

The Merchant Shipping (Levy of Oil Pollution Cess) Rules, 1988, as amended, specify the amount of cess to be levied on ships carrying oil as cargo at all ports in India. The cess is levied per tonne of oil imported by a ship into India in bulk as a cargo, and shipped from any place in India in bulk as a cargo of a ship. The cess must be paid before commencement of discharge of oil at the Indian port, or loading of oil at the port.

Compensation Fund Rules

The Compensation Fund Rules apply to the pollution damage caused by any Indian or foreign ship within the territorial waters of India or any marine areas over which India has exclusive jurisdiction and the preventive measures taken to prevent or minimize such damage. Any person receiving oil in total quantities exceeding 150,000

tons in the territory of India has to contribute to the fund annually. The compensation is paid from the fund to persons suffering pollution damage where liability of the owner arises under the Merchant Shipping Act subject to conditions laid down in the rules. The Compensation Fund Rules also place a limitation on the liability of the fund.

Guidelines for Grant of License issued by the Directorate General of Shipping (Shipping Development Circular No. 2 of 2002 dated November 8, 2002 as amended by Shipping Development Circular No. 06 of 2010 dated October 27, 2010; Shipping Development Circular No. 03 of 2013 dated November 21, 2013; Shipping Development Circular F.No.SD-13/POL(5)/09 dated December 30, 2013; Directorate General of Shipping Order No. 10 of 2014 dated July 23, 2014 and Directorate General of Shipping Circular No. 02 of 2021 dated January 14, 2021) (collectively, the “DGS Guidelines”)

The DGS Guidelines state that any tender process for chartering a vessel must provide scope for Indian citizens or companies having Indian flagged vessels to participate. In addition, a bidder with an Indian flagged vessel is granted the right of first refusal, wherein he is awarded the tender if he is able to match the lowest rate offered by a bidder with a foreign flagged vessel. Preference is given to Indian flagged vessels, followed by Indian controlled vessels, which are vessels that are registered under a foreign flag but whose tonnages are owned by Indian entities. The Directorate General of Shipping by its circular No. 2 of 2021 dated January 14, 2021 has deemed all Indian flagged vessels as on the midnight of January 15, 2021 as ‘Indian built’ for the purpose of bidding for tenders by Indian oil companies.

Tonnage Tax Scheme

The Tonnage Tax Scheme is provided under Sections 115V to 115VZC of the Income Tax Act. It is intended to incentivize shipping companies to compete with their global counterparts and facilitate the growth of Indian Tonnage. In order to avail the benefits of the Tonnage Tax Scheme, companies are required to comply with certain conditions including the requirement to comply with the guidelines prescribed by the Indian Directorate General of Shipping for training of officers on board the vessels and the requirement to transfer not less than 20.0% of the book profit derived from the specified activities to the tonnage tax reserve account annually and such funds can be used before the expiry of a period of eight years following the previous year in which the amount was credited only for (i) acquisition of a new vessel for business purposes; and (ii) until the acquisition of a new vessel, operating qualifying vessels other than for distribution by way of dividends or profits or for remittance outside India as profits or for creation of any asset outside India. Under the Tonnage Tax Scheme, the income tax is not dependent on the profit or loss of a company in a given year, but by applying a notional annual income based on the registered capacity/tonnage. Failure to comply with any of the aforementioned conditions may adversely affect the availability of the benefits under the Tonnage Tax Scheme. An option for tonnage tax scheme after it has been approved shall remain in force for a period of 10 years.

Labour laws

Depending upon the nature of the activity undertaken by us, the applicable labour enactments other than state-wise shops and establishments acts includes the following:

- The Apprentices Act, 1961;
- The Contract Labour (Regulation and Abolition) Act, 1970;
- The Employee’s Compensation Act, 1923;
- Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979;
- The Payment of Gratuity Act, 1972;
- The Payment of Bonus Act, 1965;
- The Maternity Benefit Act, 1961;
- The Employees’ State Insurance Act, 1948;
- The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952;
- The Payment of Wages Act, 1936;
- The Industrial Disputes Act, 1947;
- Industrial Employment (Standing Orders) Act, 1946;
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013;

- The Equal Remuneration Act, 1976; and
- The Child Labour (Prohibition and Regulation) Act, 1986

In order to rationalize and reform labour laws in India, the GoI has notified four labour codes which are yet to come into force as on the date of this Draft Red Herring Prospectus, namely, (i) the Code on Wages, 2019 which will repeal the Payment of Bonus Act, 1965, Minimum Wages Act, 1948, Equal Remuneration Act, 1976 and the Payment of Wages Act, 1936, (ii) the Industrial Relations Code, 2020 which will repeal the Trade Unions Act, 1926, Industrial Employment (Standing Orders) Act, 1946 and Industrial Disputes Act, 1947, (iii) the Code on Social Security, 2020 which will repeal certain enactments including the Employee's Compensation Act, 1923, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Maternity Benefit Act, 1961, Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 and the Payment of Gratuity Act, 1972 and (iv) the Occupational Safety, Health and Working Conditions Code, 2020 which will repeal certain enactments including the Factories Act, 1948, Motor Transport Workers Act, 1961 and the Contract Labour (Regulation and Abolition) Act, 1970. The Ministry of Labour and Employment published a notification in the official gazette on December 18, 2020, bringing into force certain sections of the Code on Wages, 2019.

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was incorporated as ‘Seven Islands Shipping Company Private Limited’ on May 2, 2002, at Mumbai, as a private limited company under the Companies Act, 1956. Pursuant to a special resolution passed by our Shareholders on June 5, 2003, the name of our Company was changed to ‘Seven Islands Shipping Private Limited’ and a fresh certificate of incorporation was issued to our Company by the RoC on June 19, 2003. Further, our Company was converted into a public limited company and the name of our Company was changed to ‘Seven Islands Shipping Limited’. The RoC issued a certificate of change of name on June 26, 2003 upon conversion into a public limited company.

Changes in Registered Office

The details of changes in the Registered Office are given below:

Date of change	Details of change in the address of the Registered Office
June 10, 2002 ⁽¹⁾	From Twin Arcade, 3 rd Floor, Military Road, Marol, Mumbai 400 059 to A-212, Lok Centre, Marol Maroshi Road, Andheri (East), Mumbai 400 059
January 10, 2005	From A-212, Lok Centre, Marol Maroshi Road, Andheri (East), Mumbai 400 059 to A-111, Lok Centre, Marol Maroshi Road, Andheri (East), Mumbai 400 059
July 1, 2006 ⁽²⁾	From A-111, Lok Centre, Marol Maroshi Road, Andheri (East), Mumbai 400 059 to C-702, Mangalya, Behind Marol Telephone Exchange, Andheri (East), Mumbai 400 059
March 1, 2008	From C-702, Mangalya, Behind Marol Telephone Exchange, Andheri (East), Mumbai 400 059 to C-702, Mangalya, Opp. Fire Brigade Station, Marol, Andheri (East), Mumbai 400 059
April 1, 2014	From C-702, Mangalya, Opp. Fire Brigade Station, Marol, Andheri (East), Mumbai 400 059 to Suite 4, Level 8, B Wing, Times Square, Andheri-Kurla Road, Andheri (East), Mumbai 400 059
December 1, 2019	From Suite 4, Level 8, B Wing, Times Square, Andheri-Kurla Road, Andheri (East), Mumbai 400 059 to Suite 3A, 3B & 4, Level 8, B Wing, Times Square, Andheri-Kurla Road, Andheri (East), Mumbai 400059

⁽¹⁾ Indicates the date on change of our Registered and Corporate Office. The Form 18 filed with the RoC is not available with our Company. Our Company is unable to rectify this discrepancy. For further details, see “Risk Factors – Some of our corporate records are not traceable and there are certain discrepancies in the records available with us.” on page 34.

⁽²⁾ Our Company has inadvertently mentioned the current address of the Company as “A-212, Lok Centre, Marol Maroshi Road, Andheri (East), Mumbai 400 059” in the form 18 filed with the RoC and our Company is unable to rectify the form 18. For further details, see “Risk Factors – Some of our corporate records are not traceable and there are certain discrepancies in the records available with us” on page 34.

The Registered Office was changed due to administrative and operational convenience.

Main Objects of our Company

The main objects contained in our Memorandum of Association are as follows:

“To establish, maintain and operate shipping and water transport services and all ancillary services and for these purposes or as independent undertaking to purchase, take in exchange, charter, hire, build, construct or otherwise acquire and to own, work, manage and trade with steam, sailing, motor and other ships, trawlers, tankers, refrigerated vessel, floating dry dock, tug-boats, barges, powered or otherwise drifters, bulk-carriers, ore or oil carriers. Liquid petroleum gas carriers commercials submarines, catamarines, hydrofoil, hovercraft, containerized vessel and specialized or otherwise ship of every description vessels, propelled or capable of being worked by steam, electricity, petrol, oil, gas or any other motive power or power producing substance with all necessary convenient equipment and engines, furniture and stores or any shares or interest of every description and to maintained, repair, fit out, refit, improve, insure, alter, sell, exchange or let out on hire or hire purchase or charter or otherwise deal with or dispose off any of the ships, vessel.”

The main objects as contained in our Memorandum of Association enable our Company to carry on our existing business activities, including activities for which funds are being raised in the Offer. For details, see “Objects of the Offer” on page 82.

Amendments to our Memorandum of Association

Set forth below are details of the changes made to our Memorandum of Association of our Company in the last 10 years:

Date of Shareholder' resolution	Nature of Amendment														
January 10, 2015	<p>Clause III(B) of our Memorandum of Association was amended to reflect the alteration in the objects of our Company being:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Existing clause</th> <th style="text-align: center;">New clause</th> </tr> </thead> <tbody> <tr> <td>The objects incidental or ancillary to the attainment of the above objects are</td> <td>Matters which are necessary for furtherance of the objects specified in the above clauses are</td> </tr> <tr> <td style="text-align: center;">-</td> <td>2(A) To undertake the business as general traders and merchants, and buy, sell, export, import, deal in commodities, goods, things, contracts of all types, to deal in any commodity market, commodity exchange, spot exchange, for itself or for others, transaction in the nature of hedging, spot trading, forward commodity contracts, rate swaps, commodity future/swaps, commodity options, futures and options and in derivatives of all commodities, whether for the purpose of trading, investment, hedging, arbitrage, or any other purpose, whether in India or abroad and to undertake the activity of warehousing and processing as may be required for the aforesaid purpose(s).</td> </tr> <tr> <td style="text-align: center;">-</td> <td>2(B) To invest, acquire, subscribe, purchase, hold, sell, divest or otherwise deal in securities, financial instruments, financial products, shares, scrips, stocks, equity/index linked securities, units, bonds, commercial papers, acknowledgments, deposits, notes, obligations, warrants, government securities, loans, loan certificates, all kinds of derivatives including interest derivatives, futures, forwards, options, calls, swaps, rights or interest in securities, foreign currencies, carbon credits, financial securities and any other securities issues by any entity whether for the purpose of hedging, arbitrage, or for any other purpose.</td> </tr> <tr> <td style="text-align: center;">-</td> <td>38 To carry on business of logistics by providing information technology enabled services and software development enable services to customers including, but not restricted to Data Communication services to be made available seven days a week and twenty four hours a day; data capture and database management services and electronic data processing services; to provide and /or disseminate by way of inbound or outbound internet/telephone calls and/or electronic messages or otherwise, client information, sales support, customer services, technical support, complaint recording, handling credit and billing problems, advertising responses, telemarketing, order taking, tele-research, debt collection and other similar services, software development, software consultancy.</td> </tr> <tr> <td style="text-align: center;">-</td> <td>39 To carry on the business as agents, distributors, merchants, importers, exporters, traders, contractors, warehousemen and to establish, maintain, operate/and/ or run agency lines in goods, stores, consumable items, durable merchandise, chattels and effects of every kind and description in any place in the world and without limiting the generality of the above, to carry on business as Selling agents, buying Agents, Factors, Mukadams, Carriers, Jath Merchants, landing Clearing and Forwarding Agents, Commission Agents, Distributors and Stockiest, Broker and/or in any other capacity.</td> </tr> <tr> <td style="text-align: center;">-</td> <td>40 To carry on the business of clearing and forward agents, courier and cargo holders, handling and haulage contractors, warehousemen, common carriers by land, rail, water and air, container agent, to handle goods and passengers within the country and outside and to carry on the business of the tour and travel operators and to act as customs agents, landing agents, stevedores and longshoremen.</td> </tr> </tbody> </table> <p>In addition, sub-clauses (37) to (53) under the Clause III(C) of our Memorandum of Association were transferred to Clause III(B) of our Memorandum of Association and Clause III(C) was deleted.</p>	Existing clause	New clause	The objects incidental or ancillary to the attainment of the above objects are	Matters which are necessary for furtherance of the objects specified in the above clauses are	-	2(A) To undertake the business as general traders and merchants, and buy, sell, export, import, deal in commodities, goods, things, contracts of all types, to deal in any commodity market, commodity exchange, spot exchange, for itself or for others, transaction in the nature of hedging, spot trading, forward commodity contracts, rate swaps, commodity future/swaps, commodity options, futures and options and in derivatives of all commodities, whether for the purpose of trading, investment, hedging, arbitrage, or any other purpose, whether in India or abroad and to undertake the activity of warehousing and processing as may be required for the aforesaid purpose(s).	-	2(B) To invest, acquire, subscribe, purchase, hold, sell, divest or otherwise deal in securities, financial instruments, financial products, shares, scrips, stocks, equity/index linked securities, units, bonds, commercial papers, acknowledgments, deposits, notes, obligations, warrants, government securities, loans, loan certificates, all kinds of derivatives including interest derivatives, futures, forwards, options, calls, swaps, rights or interest in securities, foreign currencies, carbon credits, financial securities and any other securities issues by any entity whether for the purpose of hedging, arbitrage, or for any other purpose.	-	38 To carry on business of logistics by providing information technology enabled services and software development enable services to customers including, but not restricted to Data Communication services to be made available seven days a week and twenty four hours a day; data capture and database management services and electronic data processing services; to provide and /or disseminate by way of inbound or outbound internet/telephone calls and/or electronic messages or otherwise, client information, sales support, customer services, technical support, complaint recording, handling credit and billing problems, advertising responses, telemarketing, order taking, tele-research, debt collection and other similar services, software development, software consultancy.	-	39 To carry on the business as agents, distributors, merchants, importers, exporters, traders, contractors, warehousemen and to establish, maintain, operate/and/ or run agency lines in goods, stores, consumable items, durable merchandise, chattels and effects of every kind and description in any place in the world and without limiting the generality of the above, to carry on business as Selling agents, buying Agents, Factors, Mukadams, Carriers, Jath Merchants, landing Clearing and Forwarding Agents, Commission Agents, Distributors and Stockiest, Broker and/or in any other capacity.	-	40 To carry on the business of clearing and forward agents, courier and cargo holders, handling and haulage contractors, warehousemen, common carriers by land, rail, water and air, container agent, to handle goods and passengers within the country and outside and to carry on the business of the tour and travel operators and to act as customs agents, landing agents, stevedores and longshoremen.
Existing clause	New clause														
The objects incidental or ancillary to the attainment of the above objects are	Matters which are necessary for furtherance of the objects specified in the above clauses are														
-	2(A) To undertake the business as general traders and merchants, and buy, sell, export, import, deal in commodities, goods, things, contracts of all types, to deal in any commodity market, commodity exchange, spot exchange, for itself or for others, transaction in the nature of hedging, spot trading, forward commodity contracts, rate swaps, commodity future/swaps, commodity options, futures and options and in derivatives of all commodities, whether for the purpose of trading, investment, hedging, arbitrage, or any other purpose, whether in India or abroad and to undertake the activity of warehousing and processing as may be required for the aforesaid purpose(s).														
-	2(B) To invest, acquire, subscribe, purchase, hold, sell, divest or otherwise deal in securities, financial instruments, financial products, shares, scrips, stocks, equity/index linked securities, units, bonds, commercial papers, acknowledgments, deposits, notes, obligations, warrants, government securities, loans, loan certificates, all kinds of derivatives including interest derivatives, futures, forwards, options, calls, swaps, rights or interest in securities, foreign currencies, carbon credits, financial securities and any other securities issues by any entity whether for the purpose of hedging, arbitrage, or for any other purpose.														
-	38 To carry on business of logistics by providing information technology enabled services and software development enable services to customers including, but not restricted to Data Communication services to be made available seven days a week and twenty four hours a day; data capture and database management services and electronic data processing services; to provide and /or disseminate by way of inbound or outbound internet/telephone calls and/or electronic messages or otherwise, client information, sales support, customer services, technical support, complaint recording, handling credit and billing problems, advertising responses, telemarketing, order taking, tele-research, debt collection and other similar services, software development, software consultancy.														
-	39 To carry on the business as agents, distributors, merchants, importers, exporters, traders, contractors, warehousemen and to establish, maintain, operate/and/ or run agency lines in goods, stores, consumable items, durable merchandise, chattels and effects of every kind and description in any place in the world and without limiting the generality of the above, to carry on business as Selling agents, buying Agents, Factors, Mukadams, Carriers, Jath Merchants, landing Clearing and Forwarding Agents, Commission Agents, Distributors and Stockiest, Broker and/or in any other capacity.														
-	40 To carry on the business of clearing and forward agents, courier and cargo holders, handling and haulage contractors, warehousemen, common carriers by land, rail, water and air, container agent, to handle goods and passengers within the country and outside and to carry on the business of the tour and travel operators and to act as customs agents, landing agents, stevedores and longshoremen.														
August 30, 2017	Clause V of our Memorandum of Association was amended to reflect the increase in authorized share capital from ₹ 100,000,000 divided into 10,000,000 Equity Shares of ₹ 10 each to ₹ 600,000,000 divided into 60,000,000 Equity Shares of ₹ 10 each.														
February 9, 2021	Clause V of our Memorandum of Association was amended to reflect the increase in authorized share capital from ₹ 600,000,000 divided into 60,000,000 Equity Shares of ₹ 10 each to ₹ 750,000,000 divided into 75,000,000 Equity Shares of ₹ 10 each.														

Major events and milestones of our Company

The table below sets forth the key events in the history of our Company:

Financial Year	Particulars
2003	Incorporation of our Company
2003	Our Company acquired M.T. Seven Islands, a Small vessel with a deadweight capacity of 6,009 MT
2005	Our Company acquired M.T. Blossom, a Small vessel with a deadweight capacity of 6,755 MT
2010	Investment of ₹ 50.7 million by Networth Trading Pte. Ltd. in our Company
2010	Our Company acquired M.T. Triumph, our first MR vessel with a deadweight capacity of 39,317 MT
2011	Second round of investment worth ₹ 88.35 million by Networth Trading Pte. Ltd. in our Company
2015	Takeover of Networth Trading Pte. Ltd.'s entire stake by Clipper Marine and Investment Ltd.
2016	Investment of ₹ 750.09 million by Wayzata III Indian Ocean Ltd in our Company
2016	Our Company acquired M.T. Saffron and M.T. Crimson, two Suezmax vessels with deadweight capacities of 157,406 MT and 146,645.46 MT, respectively. These were our first crude oil tankers.
2017	Our Company received a credit rating upgrade to CRISIL A-/Stable on its total bank loan facilities
2017	Our Company acquired M.T. Lavails, a VLCC vessel with a deadweight capacity of 299,325 MT. This was our first VLCC.
2018	Our Company received a CRISIL A-/Positive on its total bank loan facilities
2019	Investment of ₹ 2.00 billion in fresh equity by FIH Mauritius Investments Ltd, as well as takeover of Wayzata III Indian Ocean Ltd.'s stake
2020	Passed 1 million MT in deadweight capacity
2020	Our Company received a credit rating upgrade to CRISIL A/Stable on its total bank loan facilities

Significant financial or strategic partnership

Our Company does not have any significant financial or strategic partners as on the date of filing of this Draft Red Herring Prospectus.

Time and cost overrun in setting up projects

There has been no instance of time or cost overruns in the operations of our Company in the past.

Key awards, accreditations or recognition

There have been no awards received by our Company. Our Company has received the following accreditations:

Calendar Year	Accreditations
2016	Received the certificate of conformance upon assessment by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by ISO 9001:2008
2018	Received the "The Indian Shipping Company with the highest growth of Indian flag vessels award" from National Maritime Day Celebrations (Central) Committee.
2018	Received the certificate of conformance upon assessment by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by ISO 9001:2015
2019	Received the certificate of conformance upon assessment by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by ISO 9001:2015
2020	Received Award "In Appreciation for providing employment opportunities to the children of Child Care Institution under the Department of Social Defence, Government of Tamil Nadu".

Defaults or rescheduling of borrowings with financial institutions/banks and conversion of loans into equity

There have been no defaults or rescheduling of borrowings with financial institutions/banks in respect of our current

borrowings from lenders. Further, none of our outstanding loans have been converted into Equity Shares.

Details regarding material acquisitions or divestments of business/undertakings, mergers, amalgamation, any revaluation of assets etc., if any, in the last ten years

Our Company has not acquired any business or undertaking, and has not undertaken any divestments of business/undertakings, mergers, amalgamation, any revaluation of assets etc., in the last ten years.

Launch of key products or services, entry into new geographies or exit from existing markets, capacity/facility creation or location of plants

For details of key products or services launched by our Company, entry into new geographies or exit from existing markets, capacity/facility creation, location of our manufacturing facilities to the extent applicable, see “*Our Business*” on page 139.

Our Subsidiaries, Joint Ventures and Associates

As on the date of this Draft Red Herring Prospectus, our Company does not have any subsidiary, joint venture or associate.

Our Holding Company

Our Company does not have a holding company.

Summary of key agreements and Shareholders’ Agreements:

1. *Shareholders’ agreement dated March 29, 2019 between our Company, Individual Promoters and FIHM (“SHA”); Subscription agreement dated March 29, 2019 between our Company, Individual Promoters and FIHM (“SA”); Share purchase agreement dated March 29, 2019 entered into between our Company, Individual Promoters and FIHM (“Individual Promoter SPA”); Share purchase agreement dated March 29, 2019 entered into between Wayzata III Indian Ocean Limited and FIHM (“Wayzata SPA”)*

In March 2019, FIHM collectively acquired 23,709,575 Equity Shares, aggregating to approximately 41.43% of the issued and paid-up equity share capital of our Company, of which: (i) 9,537,925 Equity Shares of our Company were allotted to FIHM by way of a preferential allotment of Equity Shares for a total consideration amount aggregating to ₹2,000,000,000, pursuant to SA; (ii) 5,004,100 Equity Shares of our Company were purchased from the Individual Promoters of our Company for a total consideration amount aggregating to ₹1,049,305,798, pursuant to Individual Promoter SPA I; and (iii) 9,167,550 Equity Shares were purchased from Wayzata III Indian Ocean Limited for a total consideration amount aggregating to ₹1,922,336,357, pursuant to Wayzata SPA.

Our Company, Individual Promoters and FIHM entered into the SHA in order to set out amongst other things: (i) their inter-se rights and obligations including in relation to the ownership and management of our Company, and the transfer of Equity Shares and (ii) the terms and conditions governing their relationship, inter se, as shareholders of, as well as with, our Company.

Further, subject to the terms of the SHA, FIHM and the Individual Promoters are entitled to certain rights, including:

Board composition: FIHM has the right to nominate up to two directors on the Board of our Company (“**FIHM Nominee Directors**”). Further, Individual Promoters have the right to nominate up to three directors on the Board of our Company (“**Individual Promoters Nominee Directors**”). Thomas Wilfred Pinto cannot be removed from the Board as the Chairman or Managing Director of our Company, unless such removal is effected: (i) to comply with the requirements of applicable law; or (ii) pursuant to him having voluntarily resigned from such position.

Reporting requirements: Ongoing annual and quarterly reporting requirements relating to financial statements (in accordance with IFRS), certifications from CEO and CFO relating to internal controls, business performance reports and any other financial information as required to be disclosed to Fairfax India Holdings Corporation (“**FIHC**”) for regulatory filings by FIHC and / or any of its affiliates under Canadian securities laws or as may be deemed necessary by FIHC or FIHM.

Anti-dilution: Our Company cannot issue any Equity Shares or any other securities exchangeable into Equity Shares to any person, unless our Company has offered FIHM and Individual Promoters, the right to subscribe to such number of Equity Shares or securities, which would result in maintaining the shareholding of FIHM and Individual Promoters, on a fully diluted basis, at the same percentage as it would be prior to any such issuance.

Quorum: The quorum for Board meetings requires the presence of at least one FIHM Nominee Director and one Individual Promoter’s Nominee Director, except where such presence is prohibited under applicable law.

Additionally, subject to certain terms and conditions FIHM’s and Individual Promoters consent is required for certain reserved matters, amongst other thing, but not limited to, making any change to the capital structure of our Company, the capitalization of any reserves or share premiums, any corporate action, or alteration of any rights of any class of equity securities by our Company; commencing or undertaking any sale, merger, consolidation, reorganization, re-structuring, financial re-construction, arrangement, amalgamation or other business combination involving our Company; initiation of or entering into settlement by our Company or any Subsidiary in respect of any litigation or notices involving our Company or any Subsidiary, other than (a) where the settlement that is proposed to be entered into is less than ₹10 million in value or (b) is in the ordinary course of business with customers of our Company in relation to our Company’s performance obligations under the contracts with such customers.

FIHM has agreed that, if a resolution in respect of any matter other than any reserved matters as set out under the SHA is proposed to be passed by the shareholders of our Company, whether at a general meeting, or otherwise, FIHM shall exercise its vote in the same manner as cast by the Individual Promoters in respect of each such matter.

The parties to the SHA have entered into a Waiver cum Amendment Agreement, to waive and amend certain terms of the SHA, amongst other, anti-dilution rights, tag along rights, drag along rights for issuance and transfer of Equity Shares for the purpose of the Offer. The Waiver Cum Amendment Agreement shall become effective on and from the date of execution until the earlier of (i) date of receipt of final listing and trading approval from the Stock Exchanges, pursuant to the Offer, or (ii) (a) July 31, 2021; if the Company does not receive the final listing and trading approval from the Stock Exchanges, pursuant to the Offer on or before July 31, 2021 or such other date as is mutually extended by the parties to the SHA in writing; or (b) there is failure or withdrawal of the Offer; or (c) the Offer Agreement in relation to the Offer is terminated.

Pursuant to the terms Waiver cum Amendment Agreement, the SHA will automatically terminate on and from the date on which our Company will receive final listing and trading approval from each of the Stock Exchanges pursuant to the Offer. However, in the event the Offer is not completed on or before: (i) (a) July 31, 2021, if the Company does not receive the final listing and trading approval from the Stock Exchanges pursuant to the Offer on or before July 31, 2021 or such other date as is mutually extended by the parties to the SHA in writing; or (b) there is failure or withdrawal of the Offer; or (c) the Offer Agreement in relation to the Offer is terminated; or (ii) an earlier date on which one of the parties to the SHA decide not to undertake the Offer, the SHA shall remain valid and subsisting.

Agreements with Key Managerial Personnel, Director, Promoters or any other employee

There are no agreements entered into by a Key Managerial Personnel or Director or Promoters or any other employee of our Company, either by themselves or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of our

Company.

Other material agreements

Our Company has not entered into any other subsisting material agreement, including with strategic partners, joint venture partners or financial partners, other than in the ordinary course of business of our Company.

Guarantees provided by our Promoters

Our Individual Promoters, who are also Directors of the Company, have provided guarantees with respect to certain loans obtained by our Company. The details of such guarantees are as follows:

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
1.	HDFC Bank Limited	Rupee term loan	440	HDFC Bank Limited has the following security to secure the term loan of ₹ 440 million sanctioned by them to the Company for purchase of the vessel M.T. Loyalty: 1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Loyalty, both present and future till the continuance of loan. 2) Lien on fixed deposits of ₹ 25.8 Million provided to the bank to maintain 'Debt Service Reserve Account' ("DSRA") to meet the debt servicing requirements. 3) First charge over the vessel M.T. Loyalty. 4) Collateral Securities: (a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. (b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon. (c) First charge over M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord.
2.	Canara Bank	Foreign currency term loan	240	Canara Bank has the following security to secure the term loan of ₹ 240 Million sanctioned by them to the Company for purchase of the vessel M.T. Elegant: 1) First and exclusive charge over the vessel M.T. Elegant along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Feather & M.T. Patriot. 2) Collateral Securities: (a) Exclusive charge over the term deposits placed as DSRA; (b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord; (c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon
3.	HDFC Bank Limited	Rupee term loan	390	HDFC Bank Limited has the following security to secure the term loan of ₹ 390 Million sanctioned by them to the Company for purchase of the vessel M.T. Harmony: 1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Harmony, both present and future till the continuance of the loan. 2) Lien on fixed deposits of ₹ 22.9 Million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
				<p>meet the debt servicing requirements.</p> <p>3) First charge over the vessel M.T. Harmony.</p> <p>4) Collateral Securities:</p> <p>(a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather.</p> <p>(b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon.</p> <p>(c) First charge over M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord.</p>
4.	Canara Bank	Foreign currency term loan	490	<p>Canara Bank has the following security to secure the term loan of ₹ 490 Million sanctioned by them to the Company for purchase of the vessel M.T. Courage:</p> <p>1) First and exclusive charge over the vessel M.T. Courage along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Elegant, M.T. Sparkle, M.T. Pelican, M.T. Feather & M.T. Patriot.</p> <p>2) Collateral Securities:</p> <p>(a) Exclusive charge over the term deposits placed as DSRA</p> <p>(b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord</p> <p>(c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon</p>
5.	HDFC Bank Limited	Rupee term loan	700*	<p>HDFC Bank Limited has the following security to secure the term loan of ₹ 460 Million sanctioned by them to the Company for purchase of the vessel M.T. Kestrel:</p> <p>1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Kestrel, both present and future till the continuance of the loan.</p> <p>2) Lien on fixed deposits of ₹ 28.0 Million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements.</p> <p>3) First charge over the vessel M.T. Kestrel.</p> <p>4) Collateral Securities:</p> <p>(a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather.</p> <p>(b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon.</p> <p>(c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord.</p>
6.	HDFC Bank Limited	Rupee term loan	440	<p>HDFC Bank Limited has the following security to secure the term loan of ₹ 440 million sanctioned by them to the Company for purchase of the vessel M.T. Abalone:</p> <p>1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Abalone, both present and future till the continuance of the loan.</p> <p>2) Lien on fixed deposits of ₹ 26.7 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements.</p> <p>3) First charge over the vessel M.T. Abalone.</p> <p>4) Collateral Securities:</p> <p>(a) Second charge on the vessels financed by Canara Bank</p>

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
				namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. (b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon. (c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord.
7.	Canara Bank	Foreign currency term loan	440	Canara Bank has the following security to secure the term loan of ₹ 440 Million sanctioned by them to the Company for purchase of the vessel M.T. Sparkle: 1) First and exclusive charge over the vessel M.T. Sparkle along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Pelican, M.T. Feather & M.T. Patriot. 2) Collateral Securities: (a) Exclusive charge over the term deposits placed as DSRA (b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord (c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon
8.	Canara Bank	Foreign currency term loan	260	Canara Bank has the following security to secure the term loan of ₹ 260 Million sanctioned by them to the Company for purchase of the vessel M.T. Pelican: 1) First and exclusive charge over the vessel M.T. Pelican along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Feather & M.T. Patriot. 2) Collateral Securities: (a) Exclusive charge over the term deposits placed as DSRA (b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord (c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon
9.	HDFC Bank Limited	Rupee term loan	480	HDFC Bank Limited has the following security to secure the term loan of ₹ 480 Million sanctioned by them to the Company for purchase of the vessel M.T. Gallant: 1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Gallant, both present and future till the continuance of the loan. 2) Lien on fixed deposits of ₹ 28.1 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements. 3) First charge over the vessel M.T. Gallant. 4) Collateral Securities: (a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. (b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon. (c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord.
10.	HDFC Bank Limited	Rupee term loan	550	HDFC Bank Limited has the following security to secure the term loan of ₹ 550 million sanctioned by them to the

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
				<p>Company for purchase of the vessel M.T. Success:</p> <ol style="list-style-type: none"> 1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Success, both present and future till the continuance of the loan. 2) Lien on fixed deposits of ₹ 32.6 Million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements. 3) First charge over the vessel M.T. Success. 4) Collateral Securities: <ol style="list-style-type: none"> (a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. (b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon. (c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Dynasty, M.T. Blossom & M.T. Concord.
11.	Kotak Mahindra Bank Limited	Foreign currency term loan	500	<p>Kotak Bank Limited has the following security to secure the term loan of ₹ 500 million sanctioned by them to the Company for purchase of the vessel M.T. Coronet:</p> <ol style="list-style-type: none"> 1) First charge by way of hypothecation of the vessel M.T. Tenacity (renamed as M.T. Coronet) with DWT 46,803 MT and collateralized first charge on M.T. Babylon. 2) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord 3) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather 4) Hypothecation of all amounts owing to, and received and/or receivable by the Company and/or any person on its behalf, all book debts, trade receivables, all cash flows and receivables and proceedings arising and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of the vessel M.T. Coronet both present and future. 5) Lien on fixed deposits of ₹ 29.3 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements
12.	Canara Bank	Foreign currency term loan	500	<p>Canara Bank has the following security to secure the term loan of ₹ 500 Million sanctioned by them to the Company for purchase of the vessel M.T. Patriot:</p> <ol style="list-style-type: none"> 1) First and exclusive charge over the vessel M.T. Patriot along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Feather & M.T. Pelican. 2) Collateral Securities: <ol style="list-style-type: none"> (a) Exclusive charge over the term deposits placed as DSRA (b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord (c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon
13.	Canara Bank	Foreign currency term loan	440	<p>Canara Bank has the following security to secure the term loan of ₹ 440 Million sanctioned by them to the Company for purchase of the vessel M.T. Feather:</p>

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
				<p>1) First and exclusive charge over the vessel M.T. Feather along with the first charge over other vessels of the Company financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican & M.T. Patriot.</p> <p>2) Collateral Securities:</p> <p>(a) Exclusive charge over the term deposits placed as DSRA</p> <p>(b) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord</p> <p>(c) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon</p>
14.	HDFC Bank Limited	Rupee term loan	410	<p>HDFC Bank Limited has the following security to secure the term loan of ₹410 Million sanctioned by them to the Company for purchase of the vessel M.T. Dynasty:</p> <p>1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Dynasty, both present and future till the continuance of the loan.</p> <p>2) Lien on fixed deposits of ₹ 23.6 Million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements.</p> <p>3) First charge over the vessel M.T.Dynasty.</p> <p>4) Collateral Securities:</p> <p>(a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather.</p> <p>(b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon.</p> <p>(c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Blossom & M.T. Concord.</p>
15.	HDFC Bank Limited	Rupee term loan	380	<p>HDFC Bank Limited has the following security to secure the term loan of ₹ 380 million sanctioned by them to the Company for purchase of the vessel M.T. Blossom:</p> <p>1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Blossom, both present and future till the continuance of the loan.</p> <p>2) Lien on fixed deposits of ₹ 21.9 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements.</p> <p>3) First charge over the vessel M.T.Blossom.</p> <p>4) Collateral Securities:</p> <p>(a) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather.</p> <p>(b) Second charge on the vessels financed by Kotak Mahindra Bank namely M.T. Coronet & M.T. Babylon.</p> <p>(c) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty & M.T. Concord.</p>
16.	HDFC Bank Limited	Rupee term loan	1,280	<p>HDFC Bank Limited has the following security to secure the term loan of ₹ 1,280 million sanctioned by them to the Company for purchase of the vessel M.T. Concord:</p> <p>1) Hypothecation of all book debts, amount outstanding, monies receivable, claims and bills relating to the vessel M.T. Concord, both present and future till the continuance of the loan.</p>

Sl. No.	Name of the lender	Type of facility	Sanctioned guarantee amount (in ₹ millions)	Security provided for the facility
				2) Lien on fixed deposits of ₹ 68.43 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements. 3) First charge over the vessel M.T.Concord. 4) Collateral Securities: (a) First charge over M.T. Harmony, M.T. Loyalty, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty & M.T. Concord.
17.	Kotak Mahindra Bank	Rupee term loan	550	Kotak Mahindra Bank Limited has the following security to secure the term loan of ₹ 550 million sanctioned by them to the Company for purchase of the vessel M.T. Babylon: 1) First charge by way of hypothecation of the vessel M.T. Babylon, and collateral first charge on M.T. Coronet 2) Second charge over vessels financed by HDFC Bank namely M.T. Loyalty, M.T. Harmony, M.T. Kestrel, M.T. Abalone, M.T. Gallant, M.T. Success, M.T. Dynasty, M.T. Blossom & M.T. Concord 3) Second charge on the vessels financed by Canara Bank namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. 4) Hypothecation of all amounts owing to, and received and/or receivable by the Company and/or any person on its behalf, all book debts, trade receivables, all cash flows and receivables and proceedings arising and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of the vessel M.T. Babylon both present and future. 5) Lien on fixed deposits of ₹ 28.2 million provided to the bank to maintain 'Debt Service Reserve Account' (DSRA) to meet the debt servicing requirements
18.	Canara Bank	Overdraft facility	45	Collateral Securities: 1) First charge over the vessels of the Company namely M.T. Elegant, M.T. Courage, M.T. Sparkle, M.T. Pelican, M.T. Patriot & M.T. Feather. 2) Exclusive charge over the term deposit of ₹ 12.40 million 3) Exclusive charge over the term deposits of ₹ 49.60 million 4) Exclusive charge over the term deposits of ₹19.20 million

**Out of ₹ 700 million sanctioned ₹ 460 million is disbursed.*

The abovementioned guarantees are effective for a period till the underlying loan is repaid by our Company. The financial implications in case of default by our Company would entitle the lenders to invoke such guarantees given to the extent of the outstanding loan amount.

FIHM has not given any material guarantee to any third party, in respect of the Equity Shares, as of the date of this Draft Red Herring Prospectus. For further details, see “*Financial Indebtedness*”, “*Financial Statements*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operation*” on pages 289, 206 and 250, respectively.

OUR MANAGEMENT

Our Board

In terms of our Articles of Association, our Company is required to have not less than three Directors and not more than 15 Directors. As on the date of this Draft Red Herring Prospectus, our Board comprises of eight Directors.

The following table sets forth details regarding our Board:

Name, designation, address, occupation, nationality, term and DIN	Age (in years)	Other directorships in companies
<p>Thomas Wilfred Pinto</p> <p><i>Designation:</i> Chairman and Managing Director</p> <p><i>Address:</i> 5/B/10, Blossom Co-op. Society, Military Road Marol, Near Seven Hills Hospital, Andheri (East), J B Nagar, Mumbai 400 059</p> <p><i>Occupation:</i> Businessman</p> <p><i>Date of birth:</i> September 22, 1959</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> For a period of five years with effect from April 1, 2017, liable to retire by rotation</p> <p><i>DIN:</i> 00053721</p>	61	<p>Indian companies</p> <p><i>Private companies</i></p> <ul style="list-style-type: none"> - Seven Islands Logistics Private Limited - Lavails Agriculture and Properties Private Limited <p><i>Others</i></p> <ul style="list-style-type: none"> - Indian National Shipowners Association - ITOPF Ltd.
<p>Leena Metylda Pinto</p> <p><i>Designation:</i> Executive, Whole-Time Director</p> <p><i>Address:</i> 5/B/10, Blossom Co-op. Society, Military Road, Near Seven Hills Hospital Marol, Andheri (East), J. B. Nagar, Mumbai 400 059</p> <p><i>Occupation:</i> Doctor</p> <p><i>Date of birth:</i> April 15, 1960</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> For a period of five years with effect from April 1, 2017, liable to retire by rotation</p> <p><i>DIN:</i> 00041043</p>	60	<p>Indian companies</p> <p><i>Private companies</i></p> <ul style="list-style-type: none"> - Seven Islands Logistics Private Limited - Lavails Agriculture and Properties Private Limited
<p>Sujit Govindrao Parsatwar</p> <p><i>Designation:</i> Non-Executive Director</p> <p><i>Address:</i> 5th Floor, Serenity Co-op. Housing Society, Nariman Road, Opp. Canara Bank, Vile Parle (East), Mumbai 400 057</p>	57	Nil

Name, designation, address, occupation, nationality, term and DIN	Age (in years)	Other directorships in companies
<p><i>Occupation:</i> Professional</p> <p><i>Date of birth:</i> October 30, 1963</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> Liable to retire by rotation</p> <p><i>DIN:</i> 01174288</p>		
<p>Sanjeevlata Samdani</p> <p><i>Designation:</i> Non-Executive, Independent Director</p> <p><i>Address:</i> 1703, Laurel Building Powai, Chandivili Nahar Amrit Shakti, Powai, Andheri (East), Mumbai 400 072</p> <p><i>Occupation:</i> Professional</p> <p><i>Date of birth:</i> August 5, 1970</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> Till the date of next Annual General Meeting to be held in the year 2021</p> <p><i>DIN:</i> 06777920</p>	50	<p>Indian companies</p> <p><i>Public companies</i></p> <p>- KBS India Limited</p>
<p>Madhukar Mulky Kamath</p> <p><i>Designation:</i> Non-Executive, Independent Director</p> <p><i>Address:</i> #150, 13th Main, 1st Cross, opp. B W S S B Water Tank, B T M 1st Stage, Madivala, Bengaluru, Bommanahalli 560 068</p> <p><i>Occupation:</i> Retired bank executive</p> <p><i>Date of birth:</i> November 4, 1948</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> Five years from October 1, 2019, and not liable to retire by rotation</p> <p><i>DIN:</i> 06980965</p>	72	Nil

Name, designation, address, occupation, nationality, term and DIN	Age (in years)	Other directorships in companies
<p>Darshan Pradeep Upadhyay</p> <p><i>Designation:</i> Non-Executive, Independent Director</p> <p><i>Address:</i> A/703, Gokul Viraj, New Swapneel CHS Ltd., Kanti Nagar, Andheri (East) Mumbai, J.B. Nagar, 400 059</p> <p><i>Occupation:</i> Professional</p> <p><i>Date of birth:</i> January 8, 1976</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> Five years from December 15, 2018, and not liable to retire by rotation</p> <p><i>DIN:</i> 00465312</p>	45	Nil
<p>Sumit Maheshwari</p> <p><i>Designation:</i> Non-Executive, Nominee Director</p> <p><i>Address:</i> Flat No. 263B, 26th floor, Kalpataru Horizon, S. K. Ahire Marg, Worli, Mumbai 400 018</p> <p><i>Occupation:</i> Service</p> <p><i>Date of birth:</i> November 27, 1982</p> <p><i>Nationality:</i> Indian</p> <p><i>Term:</i> Appointed as nominee director with effect from March 29, 2019</p> <p><i>DIN:</i> 06920646</p>	38	<p>Indian companies</p> <p><i>Public companies</i></p> <ul style="list-style-type: none"> - National Collateral Management Services Limited - Privi Speciality Chemicals Limited (<i>formerly known as Fairchem Speciality Limited</i>) - Thomas Cook (India) Limited - Sterling Holiday Resorts Limited - Bangalore International Airport Limited - Anchorage Infrastructure Investments Holdings Limited - CSB Bank Limited - Fairchem Organics Limited <p><i>Private companies</i></p> <ul style="list-style-type: none"> - Saurashtra Freight Private Limited - Fairfreight Lines Private Limited - Fairbridge Capital Private Limited - Akalya Services Private Limited (<i>Under process of striking off</i>) <p>Foreign companies</p> <ul style="list-style-type: none"> - Fairfax India Holdings Corporation - Nations Trust Bank
<p>Uday Manohar Gore</p> <p><i>Designation:</i> Non-Executive, Independent Director</p> <p><i>Address:</i> Room No. 1, Tarapunj, Harishchandra Raut Road, Opp. Fire Station, Thane (East),</p>	64	Nil

Name, designation, address, occupation, nationality, term and DIN	Age (in years)	Other directorships in companies
Thane 400 603 <i>Occupation:</i> Retired Chief Manager (Operations) <i>Date of birth:</i> December 15, 1956 <i>Nationality:</i> Indian <i>Term:</i> For a period of five years with effect from August 17, 2017, not liable to retire by rotation <i>DIN:</i> 07888569		

Relationship between our Directors

Except for Thomas Wilfred Pinto and Leena Metylda Pinto, who are husband and wife, none of our Directors are related to each other.

Brief Biographies of Directors

Thomas Wilfred Pinto is the Chairman and Managing Director of our Company. He has been the Chairman since incorporation, and became the Chairman and Managing Director with effect from January 1, 2004. He has received a certificate of competency as Master of a Foreign-Going Ship from the Government of India. He has over 30 years of experience in the shipping industry, and has held various positions such as master of vessels. Prior to incorporating our Company, he was a marine superintendent in Mercator Lines Limited.

Leena Metylda Pinto is an Executive, Whole-Time Director of our Company. She has been associated with our Company since May 5, 2003. She has obtained a bachelor of medicine, bachelor of surgery degree in 1984 and a doctor of medicine degree in pathology in 1988. She has been registered under the Maharashtra Medical Council Act, 1965 since 1995 and has several years of experience in pathology.

Sujit Govindrao Parsatwar is a Non-Executive Director of our Company. He has obtained a bachelor's degree and a master's degree in commerce from the University of Bombay. He is a fellow of the Institute of Chartered Accountants of India. He has been a partner in Parsatwar and Company, Chartered Accountants since March 2, 2004. He has been associated with our Company since incorporation and has been involved in assisting the Company on financial matters.

Sanjeevlata Samdani is a Non-Executive, Independent Director of our Company. She is a fellow member of the Institute of Company Secretaries of India, an associate of the Institute of Cost Accountants of India and has obtained a master's degree of commerce and bachelor's degree in law from the University of Rajasthan, Jaipur. She has earlier been associated with Jyoti Structures Limited as their company secretary and compliance officer and currently serves as a director on the board of KBS India Limited.

Madhukar Mulky Kamath is a Non-Executive, Independent Director of our Company. He has been associated with our Company since October 9, 2014. He has obtained a bachelor's degree in commerce from the University of Mysore. Prior to joining our Company, he worked with Canara Bank and retired as Deputy General Manager.

Darshan Pradeep Upadhyay is a Non-Executive, Independent Director of our Company. He is an associate member of the Institute of Company Secretaries of India and has obtained a bachelor's degree in law from the University of Mumbai. He is currently the managing partner of a law firm, Stratage Law Partners, Advocates & Solicitors.

Sumit Maheshwari is a Non-Executive, Nominee Director of our Company nominated by one of our Promoters, FIHM. He holds a bachelor's and a master's degree in commerce from the University of Mumbai. He is a certified associate member of the Institute of Chartered Accountants of India and has completed the post graduate programme in management from the Indian School of Business, Hyderabad. He has been the managing director of Fairbridge Capital Private Limited since May 2018. Prior to joining Fairbridge Capital Private Limited, he worked with KPMG in India for around 5 years as an assistant manager. He serves on the board of directors of many of Fairfax's portfolio companies in India.

Uday Manohar Gore is a Non-Executive, Independent Director of our Company. He has been associated with our Company since August 17, 2017. He holds a bachelor's degree in arts from Osmania University. Prior to joining our Company, he was working with Bharat Petroleum Corporation Limited.

Arrangement or understanding with major Shareholders, customers, suppliers or others

Except for Sumit Maheshwari, who has been nominated on our Board by FIHM, none of our Directors have been appointed or selected pursuant to any arrangement or understanding with our major shareholders, customers, suppliers or others. For further details, see "*History and Certain Corporate Matters – Summary of Key Agreements and Shareholders' Agreements*" on page 167.

Confirmations

None of our Directors is or was a director of any listed company during the last five years preceding the date of this Draft Red Herring Prospectus, whose shares have been or were suspended from being traded on the BSE or the NSE during the term of their directorship in such company.

None of our Directors is or was a director of any listed company which has been or was delisted from any of the stock exchanges during the term of their directorship in such company.

No consideration, either in cash or shares or in any other form has been paid or agreed to be paid to any of the Directors or to the firms, trusts or companies in which they have an interest in, by any person, either to induce any of the Directors to become or to help any of them qualify as a director, or otherwise for services rendered by them or by the firm, trust or company in which they are interested, in connection with the promotion or formation of our Company.

Terms of appointment of Executive Directors

Thomas Wilfred Pinto

Thomas Wilfred Pinto has been appointed as our Chairman since the incorporation of our Company and as Managing Director pursuant to a resolution passed by our Shareholders at their meeting held on January 28, 2004. He was last re-appointed for a term of five years with effect from April 1, 2017 pursuant to a board resolution dated August 17, 2017, and is liable to retire by rotation. The Shareholders have approved his re-appointment and remuneration pursuant to a resolution dated August 30, 2017. The details of remuneration governing his appointment are stated below:

Particulars	Remuneration
Fixed Remuneration	₹ 3.99 million per month
Performance linked incentive	As may be decided by the Board
Allowances	As may be decided by the Board

Leena Metylda Pinto

Leena Metylda Pinto was appointed as our Director pursuant to a resolution passed by our Shareholders at their meeting held on September 29, 2003. She was last re-appointed for a term of five years with effect from April 1, 2017 pursuant to a resolution passed by our Board at its meeting held on August 17, 2017, and is liable to retire by

rotation. Our Shareholders have approved her re-appointment and remuneration pursuant to a resolution passed by our Shareholders at their meeting held on August 30, 2017. The details of remuneration governing her appointment are stated below:

Particulars	Remuneration
Fixed Remuneration	₹ 0.70 million per month
Performance linked incentive	As may be decided by the Board
Allowances	As may be decided by the Board

Payment or benefit to Directors of our Company

The sitting fees/other remuneration paid to our Directors in Financial Year 2020 are as follows:

1. Remuneration to Executive Directors:

Our Company has paid ₹ 47.46 million and ₹ 8.07 million as remuneration* to Thomas Wilfred Pinto and Leena Metylda Pinto, respectively, in Financial Year 2020.

* Remuneration does not include gratuity expenses.

2. Remuneration to Non-Executive Directors:

Our Board has, at its meeting held on September 5, 2014, fixed the sitting fees payable to our Non-Executive, Independent Directors at ₹ 0.02 million per meeting for attending the meetings of our Board and ₹ 5,000 per meeting for attending meetings of the committees thereof.

The details of the sitting fees paid to our Non-Executive Directors during Financial Year 2020 are as follows:

Name of the Director	Sitting fees paid (₹ in million)
Sanjeevlata Samdani	Nil
John Prasad Menezes	0.10
Madhukar Mulky Kamath	0.16
Darshan Pradeep Upadhyay	0.10
Sumit Maheshwari	Nil
Sujit Govindrao Parsatwar	Nil
Uday Manohar Gore	0.20

Note: Sanjeevlata Samdani has been appointed on the Board with effect from February 6, 2021 and John Prasad Menezes resigned from the Board with effect from February 6, 2021

Shareholding of Directors in our Company

Our Directors are not required to hold any qualification shares.

The shareholding of our Directors in our Company as of the date of filing this Draft Red Herring Prospectus is set forth below:

Name of Director	Number of Equity Shares
Thomas Wilfred Pinto	24,996,200
Leena Metylda Pinto	4,190,500
Sujit Govindrao Parsatwar	71,825
Sanjeevlata Samdani	Nil
Madhukar Mulky Kamath	Nil
Darshan Pradeep Upadhyay	Nil

Name of Director	Number of Equity Shares
Sumit Maheshwari	Nil
Uday Manohar Gore	Nil

Interest of Directors

Our Directors may be deemed to be interested to the extent of remuneration and sitting fees payable, as applicable to them for attending meetings of our Board or committees thereof as well as to the extent of reimbursement of expenses (if applicable) payable under our Articles of Association, their shareholding in the Company, the payment of dividends on Equity Shares held by them and other distributions in respect of their Equity Shares.

Except as stated in “*Related Party Transactions*” on page 248, and except as stated below, our Directors do not have any other interest in our business:

1. Our Directors may be regarded as interested in the Equity Shares, if any, held by them or that may be held by the companies, firms and trusts, in which they are interested as directors, members, partners, trustees and promoters;
2. The Directors may also be regarded as interested in the Equity Shares that may be subscribed by or allotted to the companies, firms and trusts, in which they are interested as directors, members, partners, trustees and promoters, pursuant to this Offer; and
3. All of our Directors may also be deemed to be interested to the extent of the transactions entered into in the ordinary course of business with the companies in which our Directors hold directorship.

Except as stated in “*Related Party Transactions*” on page 248, our Directors have no interest in any property acquired by our Company two years prior to the date of this Draft Red Herring Prospectus, or proposed to be acquired by our Company.

Except as stated in “*History and Certain Corporate Matters-Guarantees Provided by our Promoters*”, on page 169, our Directors have not provided guarantees with respect to loans obtained by our Company.

None of our Directors have any interest in any venture that is involved in activities similar to those conducted by our Company.

Further, our Directors have no interest in any transaction by our Company for acquisition of land, construction of buildings or supply of machinery.

Except as disclosed above, no amount or benefit has been paid or given within the two years preceding the date of filing 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 as Directors.

Except for Thomas Wilfred Pinto and Leena Metylda Pinto, our Directors have no interest in the promotion of our Company other than in the ordinary course of business.

Except as disclosed below, as on the date of this Draft Red Herring Prospectus, no loans have been availed by our Company from our Directors:

Name of our Director	Amount (in ₹ million)	Outstanding amount as on December 31, 2020 (in ₹ million)
Thomas Wilfred Pinto	761.80 *	Nil
Leena Metylda Pinto	21.00*	Nil

*Amount received and repaid in Financial Year 2019-20

None of the beneficiaries of loans, advances and sundry debtors are related to our Directors.

There is no profit or bonus sharing plan for our Directors. Our Company may make certain performance linked incentive payment for each Financial Year.

No officer of our Company, including our Directors and the Key Managerial Personnel, has entered into a service contract with our Company pursuant to which they are entitled to any benefits upon termination of employment (excluding statutory benefits upon termination of their employment).

No consideration in cash or shares or otherwise has been paid or agreed to be paid to any of our Directors or to the firms or companies in which they are interested as a member by any person either to induce him to become, or to help him qualify as a Director, or otherwise for services rendered by him or by the firm or company in which he is interested, in connection with the promotion or formation of our Company.

Changes in our Board in the last three years

Name	Date of Appointment/Change/ Cessation	Reason
Sanjeevlata Samdani	February 6, 2021	Appointment as Independent Director (Additional)
John Prasad Menezes	February 6, 2021	Ceased to be an Independent Director
Sumit Maheshwari	March 29, 2019	Appointment as Non-Executive Director
Ravi Ghanshyam Lekhrājani	March 29, 2019	Ceased to be a Non-Executive Director
Darshan Pradeep Upadhyay ⁽¹⁾	December 15, 2018	Appointment as Independent Director
Devadas Mallya Mangalore	November 25, 2018	Ceased to be an Independent Director
John Prasad Menezes ⁽²⁾	September 19, 2018	Appointment as Independent Director
Kin David Rodrigues	June 18, 2018	Ceased to be an Independent Director

(1) Our Shareholders approved the regularisation of Darshan Pradeep Upadhyay as an Independent Director on September 30, 2019

(2) Our Shareholders approved the regularisation of John Prasad Menezes as an Independent Director on September 29, 2018

Borrowing Powers of Board

In accordance with our Articles of Association and pursuant to a resolution passed by our Shareholders on October 26, 2020, our Board is authorized to borrow any sum or sums of money from time to time at their discretion for the purposes of our Company provided such borrowings together with the monies already borrowed by our Company do not exceed the aggregation of the paid up share capital and the free reserves of our Company. However, the total amount so borrowed shall not exceed a sum of ₹ 20,000.00 million. Our Board is empowered and authorized to arrange or fix the terms and conditions of all such monies to be borrowed from time to time as to interest, repayment, security or otherwise as it may think fit.

Corporate Governance

The corporate governance provisions of the Listing Regulations will be applicable to us immediately upon the listing of the Equity Shares on the Stock Exchanges. The corporate governance framework is based on an effective independent board of directors, separation of the board of directors' supervisory role from the executive management team, constitution of the committees of the board of directors and formulation of policies, each as required under law, including the Listing Regulations. We are in compliance with the applicable requirements, including the Listing Regulations, the Companies Act and the SEBI ICDR Regulations, to the extent applicable, in respect of corporate governance particularly in relation to constitution of our Board and committees thereof.

Our Board has been constituted in compliance with the Companies Act and the Listing Regulations. Currently, our Board has eight Directors, headed by the Chairman who is also the Managing Director. In compliance with the requirements of the Listing Regulations, we have two Executive Directors, six Non-Executive Directors including four independent Directors on our Board. Our Board also has two women Directors.

Our Board functions either as a full board or through various committees constituted to oversee specific operational areas. The executive management provides our Board detailed periodic reports on its performance.

Committees of our Board

In addition to the committees of our Board detailed below, our Board may from time to time, constitute committees for various functions.

Audit Committee

The members of the Audit Committee are:

1. Uday Manohar Gore (Chairman);
2. Darshan Pradeep Upadhyay;
3. Sujit Govindrao Parsatwar;
4. Madhukar Mulky Kamath;
5. Sanjeevlata Samdani;

The Audit Committee was constituted by a resolution passed by the Board on October 27, 2014 and was last re-constituted by a meeting of the Board held on February 6, 2021. The terms of reference of the Audit Committee were last revised by a meeting of the Board on February 6, 2021. The scope and functions of the Audit Committee is in accordance with Section 177 of the Companies Act, 2013, Regulation 18 of the Listing Regulations and its terms of reference include the following:

- (a) The Audit Committee shall meet at least four times in a year and not more than 120 days shall elapse between two meetings. The quorum shall be either two members or one third of the members of the Audit Committee whichever is greater, but there should be a minimum of two Independent Directors present.
- (b) The Chairman of the Audit Committee shall be present at the AGM of the Company to answer shareholder queries.
- (c) The Audit Committee may invite such of the executives, as it considers appropriate (and particularly the head of the finance function) to be present at the meetings of the committee, but on occasions it may also meet without the presence of any executives of the Company.
- (d) The Audit Committee shall have powers which should include the following:
 - (i) to investigate any activity within its terms of reference;
 - (ii) to seek information from any employee of the Company;
 - (iii) to obtain outside legal or other professional advice;
 - (iv) to secure attendance of outsiders with relevant expertise, if it considers necessary; and
 - (v) such powers as may be prescribed under the Companies Act and SEBI Listing Regulations.
- (e) The role of the Audit Committee shall include the following:

- (i) oversight of our Company's financial reporting process, examination of the financial statement and the auditor's report thereon and disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible;
- (ii) recommendation for appointment, re-appointment and removal/replacement, remuneration and terms of appointment of auditors, including the internal auditor, cost auditor and statutory auditor, of our Company and the fixation of audit fee;
- (iii) approval of payments to statutory auditors for any other services rendered by them to our Company;
- (iv) review with the management, the annual financial statements and auditor's report thereon before submission to the Board for approval, with particular reference to:
 - (A) matters required to be included in the director's responsibility statement to be included in our Board report in terms of clause (c) of sub-Section 3 of Section 134 of the Companies Act;
 - (B) changes, if any, in accounting policies and practices and reasons for the same;
 - (C) major accounting entries involving estimates based on the exercise of judgment by the management of our Company;
 - (D) significant adjustments made in the financial statements arising out of audit findings;
 - (E) compliance with listing and other legal requirements relating to financial statements;
 - (F) disclosure of any related party transactions; and
 - (G) qualifications / modified opinion(s) in the draft audit report;
- (v) reviewing, with the management, the quarterly, half-yearly and annual financial statements before submission to our Board for their approval;
- (vi) 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 our Board to take up steps in this matter;
- (vii) reviewing and monitoring the auditor's independence and performance, and effectiveness of audit process;
- (viii) formulating a policy on related party transactions, which shall include materiality of related party transactions;
- (ix) approval or subsequent modification of the transactions of our Company with related parties and granting omnibus approval for related party transactions proposed to be entered into by the Company subject to such conditions as may be prescribed;
- (x) review, at least on a quarterly basis, the details of related party transactions entered into by our Company pursuant to each of the omnibus approval given;

- (xi) scrutiny of inter-corporate loans and investments;
- (xii) conduct valuation of undertakings or assets of our Company, wherever it is necessary;
- (xiii) evaluation of internal financial controls and risk management systems;
- (xiv) reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems;
- (xv) 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;
- (xvi) discussion with internal auditors of any significant findings and follow up thereon;
- (xvii) 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;
- (xviii) discussing with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;
- (xix) looking into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;
- (xx) reviewing the functioning of the whistle blower mechanism;
- (xxi) 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; and
- (xxii) carry out any other functions as provided under the Companies Act, the SEBI Listing Regulations and other applicable laws;
- (xxiii) to formulate, review and make recommendations to the Board to amend the Audit Committee charter from time to time;
- (xxiv) monitoring the end use funds raised through public offers and related matters;
- (xxv) overseeing the vigil mechanism established by the Company, with the chairman of the Audit Committee directly hearing the grievances of victimization of employees and directors, who used vigil mechanism to report genuine concerns in appropriate and exceptional cases;
- (xxvi) reviewing the utilization of the loans and / or advances from / investment by the holding company in the subsidiary exceeding rupees 100 crore or 100% of the asset size of the subsidiary, whichever is lower including existing loans / advances / investments existing as on the date of coming of force of this provision;
- (xxvii) establishing a vigil mechanism for directors and employees to report their genuine concerns or grievances;
- (xxviii) carrying out other functions as is mentioned in the terms of reference of the Audit Committee;

- (xxix) such roles as may be prescribed under the Companies Act and SEBI Listing Regulations;
- (f) The Audit Committee shall also mandatorily review the following information:
 - (i) management discussion and analysis of financial condition and results of operations;
 - (ii) statement of significant related party transactions (as defined by the Audit Committee), submitted by the management of our Company;
 - (iii) management letters / letters of internal control weaknesses issued by the statutory auditors of our Company;
 - (iv) internal audit reports relating to internal control weaknesses;
 - (v) the appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the Audit Committee; and
 - (vi) statement of deviations in terms of the Listing Regulations:
 - (A) 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 Listing Regulations; and
 - (B) 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 Listing Regulations; and
 - (vii) review the financial statements, in particular, the investments made by any unlisted subsidiary.

Nomination and Remuneration Committee

The members of the Nomination and Remuneration Committee are:

1. Darshan Pradeep Upadhyay (Chairman);
2. Sujit Govindrao Parsatwar;
3. Uday Manohar Gore; and
4. Sanjeevlata Samdani.

The Nomination and Remuneration Committee was constituted by a resolution passed by the Board on October 27, 2014 and was last re-constituted by a meeting of the Board held on February 6, 2021. The terms of reference of the Nomination and Remuneration Committee were last revised by a meeting of the Board on February 6, 2021. The scope and functions of the Nomination and Remuneration Committee is in accordance with Section 178 of the Companies Act, 2013 and Regulation 19 of the Listing Regulations. The terms of reference include the following:

- (a) formulation of the criteria for determining qualifications, positive attributes and independence of a Director and recommend to our 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 our Board;

- (c) devising a policy on Board diversity;
- (d) identifying persons who are qualified to become directors of our Company and who may be appointed in senior management in accordance with the criteria laid down, and recommend to our Board their appointment and removal and carrying out evaluation of every director's performance (including independent director). Our Company shall disclose the remuneration policy and the evaluation criteria in its annual report;
- (e) analysing, monitoring and reviewing various human resource and compensation matters;
- (f) determining our Company's policy on specific remuneration packages for Executive Directors including pension rights and any compensation payment, and determining remuneration packages of such directors;
- (g) recommending the remuneration, in whatever form, payable to the senior management personnel and other staff (as deemed necessary);
- (h) reviewing and approving compensation strategy from time to time in the context of the then current Indian market in accordance with applicable laws;
- (i) 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;
- (j) 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;
- (k) administering the employee stock option scheme/plan approved by the Board of Directors and shareholders of the Company in accordance with the terms of such scheme/plan ("ESOP Scheme");
- (l) determining the eligibility of employees to participate under the ESOP Scheme;
- (m) granting options to eligible employees and determining the date of grant;
- (n) determining the number of options to be granted to an employee;
- (o) determining the exercise price under the ESOP Scheme;
- (p) construing and interpreting the ESOP Scheme and any agreements defining the rights and obligations of our Company and eligible employees under the ESOP Scheme, and prescribing, amending and/or rescinding rules and regulations relating to the administration of the ESOP Scheme;
- (q) 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,
 by the Company and its employees, as applicable;
- (r) performing such other activities as may be delegated by our Board and/or are statutorily prescribed under any law to be attended to by the Nomination and Remuneration Committee; and

- (s) such terms of reference as may be prescribed under the Companies Act and SEBI Listing Regulations.

Stakeholders' Relationship Committee

The members of the Stakeholders' Relationship Committee are:

1. Sujit Govindrao Parsatwar (Chairman);
2. Thomas Wilfred Pinto;
3. Darshan Pradeep Upadhyay; and
4. Uday Manohar Gore

The Stakeholders' Relationship Committee was constituted by a meeting of our Board held on February 6, 2021*.

**The Stakeholders' Relationship Committee was earlier constituted by a meeting of our Board held on August 17, 2017, and was subsequently dissolved by way of a resolution passed by our Board on December 15, 2018*

The scope and functions of the Stakeholders' Relationship Committee is in accordance with Section 178 of the Companies Act, 2013 and Regulation 20 of the Listing Regulations. The terms of reference include the following:

- (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) reviewing of measures taken for effective exercise of voting rights by shareholders;
- (c) investigating complaints relating to allotment of shares, approval of transfer or transmission of shares, debentures or any other securities;
- (d) 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;
- (e) reviewing the measures and initiatives taken by the Company for reducing the quantum of unclaimed dividends and ensuring timely receipt of dividend warrants / annual reports / statutory notices by the shareholders of the Company;
- (f) reviewing the adherence to the service standards by the Company with respect to various services rendered by the registrars and transfer agent of the Company and to recommend measures for overall improvement in the quality of investor services; and
- (g) carrying out such other function as may be specified by our Board from time to time or specified / provided under the Companies Act or Listing Regulations, or by any other regulatory authority.

Corporate Social Responsibility Committee

The members of the Corporate Social Responsibility Committee are:

1. Thomas Wilfred Pinto (Chairman);
2. Sujit Govindrao Parsatwar; and
3. Uday Manohar Gore.

The Corporate Social Responsibility Committee was constituted by a resolution passed by the Board on October 27, 2014 and was last reconstituted by a meeting of our Board held on February 6, 2021. The scope and functions of Corporate Social Responsibility Committee is in accordance with Section 135 of the Companies Act, 2013. Its terms of reference include the following:

- (a) formulating, recommending to the Board, a Corporate Social Responsibility Policy which will indicate the activities to be undertaken by our Company in accordance with Schedule VII of the Companies Act, 2013;
- (b) to review and Recommend the amount of expenditure to be incurred on activities to be undertaken by the Company;
- (c) to monitor the Corporate Social Responsibility Policy of the Company from time to time; and
- (d) any other matter as the Corporate Social Responsibility Committee may deem appropriate after approval of the Board of Directors or as may be directed by the Board of Directors from time to time.

IPO Committee

The members of the IPO Committee are:

1. Sujit Govindrao Parsatwar (Chairman);
2. Thomas Wilfred Pinto; and
3. Sumit Maheshwari

The IPO Committee was constituted by a meeting of the Board held on February 6, 2021*.

**The IPO Committee was earlier constituted by a meeting of our Board held on August 17, 2017, and was subsequently dissolved by way of a resolution passed by our Board on December 15, 2018*

Its terms of reference include the following:

- (i) To decide on the size, timing, pricing and all the terms and conditions of the issue and transfer of the Equity Shares including the number of the Equity Shares to be offered pursuant to the Offer (including any reservation, green shoe option and any rounding off in the event of any oversubscription), price and any discount as allowed under applicable laws that may be fixed and determined in accordance with the applicable law, and to accept any amendments, modifications, variations or alterations thereto;
- (ii) To make applications to seek clarifications and obtain approvals from, where necessary, the Securities and Exchange Board of India (“SEBI”), the Reserve Bank of India (“RBI”), the Registrar of Companies and/or any other governmental or statutory/regulatory authorities as may be required in connection with the Offer and accept on behalf of the Board such conditions and modifications/amendments/alterations/corrections in the DRHP, RHP, and the Prospectus as may be prescribed or imposed by any of the above mentioned authorities while granting such approvals, permissions and sanctions as may be required;
- (iii) If deemed appropriate, to invite the existing shareholders of the Company to participate in the Offer by offering for sale the Equity Shares held by them at the same price as in the Offer;

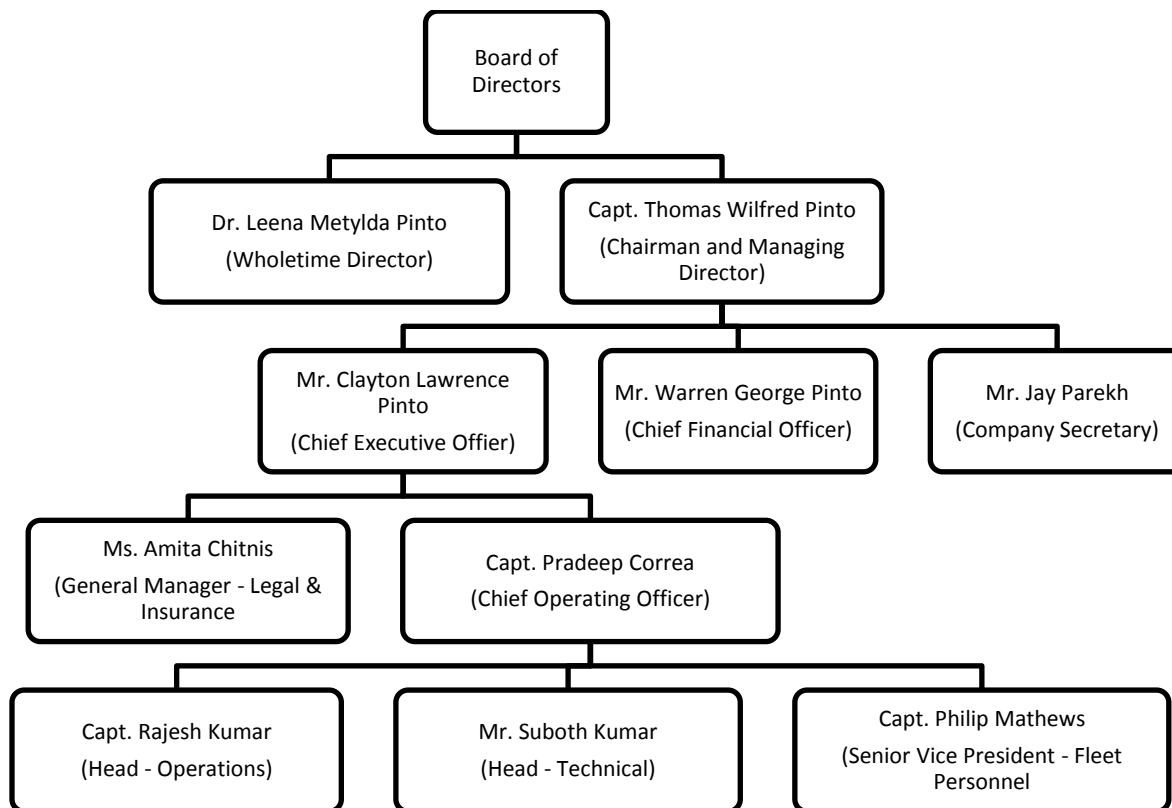
- (iv) To take all actions as may be necessary in connection with the Offer, including extending the Bid/Offer period, revision of the Price Band, allow revision of the Offer for Sale portion in case any Selling Shareholder decides to revise it, in accordance with the Applicable Laws;
- (v) To take all actions as may be necessary and authorised in connection with the Offer for Sale and to approve and take on record the approval of the Selling Shareholder(s) for offering their Equity Shares in the Offer for Sale and the transfer of Equity Shares in the Offer for Sale;
- (vi) To appoint and enter into arrangements with the book running lead managers for the Offer (“**BRLMs**”), underwriters to the Offer, syndicate members to the Offer, brokers to the Offer, advisors to the Offer, escrow collection bank(s) to the Offer, registrars to the Offer, sponsor bank, refund bank(s) to the Offer, public offer account bank(s) to the Offer, advertising agencies, legal counsels each to the Company and the BRLMs and any other agencies or persons or intermediaries to the Offer and to negotiate and finalise and amend the terms of their appointment, including but not limited to execution of the BRLMs’ mandate letter, negotiation, finalisation, execution and, if required, amendment of the Offer agreement with the BRLMs and the underwriting agreement with the underwriters;
- (vii) To negotiate, finalise, settle, execute and deliver or arrange the delivery of Offer agreement, registrar agreement, syndicate agreement, underwriting agreement, cash escrow agreement, share escrow agreement, monitoring agency agreement and all other documents, deeds, agreements, memorandum of understanding, and any notices, supplements, amendments and corrigenda thereto, as may be required or desirable and other instruments whatsoever with the registrar to the Offer, legal advisors, auditors, Stock Exchanges, BRLMs and any other agencies/intermediaries in connection with the Offer with the power to authorise one or more officers of the Company to negotiate, execute and deliver all or any of the aforesaid documents;
- (viii) To decide the pricing, the terms and conditions of the issue of the Equity Shares, all other related matters regarding the Pre-IPO Placement if any, including the execution of the relevant documents with the investors, in consultation with the Selling Shareholders and the BRLMs, and rounding off, if any, in the event of oversubscription and in accordance with Applicable Laws;
- (ix) To decide in consultation with the Selling Shareholders and the BRLMs on the size, timing, pricing, discount, reservation and all the terms and conditions of the Offer, including the price band, bid period, Offer price, and to accept any amendments, modifications, variations or alterations thereto;
- (x) to finalise, settle, approve, adopt, deliver and arrange for, in consultation with the BRLMs, submission of the draft red herring prospectus (“**DRHP**”), the red herring prospectus (“**RHP**”) and the prospectus (including amending, varying or modifying the same, as may be considered desirable or expedient), the preliminary and final international wrap and any amendments, supplements, notices, addenda or corrigenda thereto for the offer of Equity Shares and take all such actions in consultation with the BRLMs as may be necessary for the submission and filing of these documents including incorporating such alterations/corrections/modifications as may be required by SEBI, RoC, or any other relevant governmental and statutory authorities or in accordance with all Applicable Law;
- (xi) To seek, if required, the consent of the lenders of the Company, industry data providers, parties with whom the Company has entered into various commercial and other agreements, all concerned government and regulatory authorities in India or outside India, and any other consents that may be required in relation to the Offer or any actions connected therewith;
- (xii) To open and operate bank account(s) of the Company in terms of the cash escrow agreement, sponsor bank agreement, as applicable for handling of refunds for the Offer and to authorise one or more officers of the Company to execute all documents/deeds as may be necessary in this regard;
- (xiii) To authorise and approve in consultation with the BRLMs the incurring of expenditure in relation to the Offer and payment of fees, commissions, brokerage, remuneration and reimbursement of expenses in connection with the Offer;

- (xiv) To authorise any concerned person on behalf of the Company to give such declarations, affidavits, certificates, consents and authorities as may be required from time to time in relation to the Offer;
- (xv) To approve suitable policies in relation to the Offer such as policies on insider trading, whistle-blowing, risk management, and any other policies as may be required under Applicable Laws and the listing agreement to be entered into by the Company with the relevant stock exchanges;
- (xvi) To approve any corporate governance requirements, code of conduct for the Board, officers and other employees of the Company that may be considered necessary by the Board or the IPO Committee or as may be required under Applicable Laws or the listing agreement to be entered into by the Company with the relevant stock exchanges in connection with the Offer;
- (xvii) To authorise and approve notices, advertisements in relation to the Offer in consultation with the relevant intermediaries appointed for the Offer;
- (xviii) To open and operate bank accounts of the Company in terms of Section 40(3) of the Companies Act or as may be required by the regulations issued by SEBI and to authorise one or more officers of the Company to execute all documents/deeds as may be necessary in this regard;
- (xix) To determine and finalise the bid opening and bid closing dates (including bid opening and closing dates for anchor investors), floor price/price band for the Offer, the Offer price for anchor investors, approve the basis for allocation/allotment and confirm allocation/allotment of the Equity Shares to various categories of persons as disclosed in the DRHP, the RHP and the Prospectus, and do all such acts and things as may be necessary and expedient for, and incidental and ancillary to the Offer including any alteration, addition or making any variation in relation to the Offer in consultation with the BRLMs;
- (xx) To issue receipts/allotment letters/confirmation of allocation notes either in physical or electronic mode representing the underlying Equity Shares in the capital of the Company with such features and attributes as may be required and to provide for the tradability and free transferability thereof as per market practices and regulations, including listing on the Stock Exchanges, with power to authorise one or more officers of the Company to sign all or any of the aforesaid documents;
- (xxi) To withdraw the DRHP or the RHP or not to proceed with the Offer at any stage, if considered necessary and expedient, in accordance with Applicable Laws;
- (xxii) To make applications for listing of Equity Shares on the recognised Stock Exchanges for listing of the equity shares of the Company and to execute and to deliver or arrange the delivery of necessary documentation to the concerned Stock Exchanges and to take all such other actions as may be necessary in connection with obtaining such listing, including, without limitation, entering into the listing agreements;
- (xxiii) To do all such deeds and acts as may be required to dematerialise the Equity Shares of the Company and to sign and/or modify, as the case may be, agreements and/or such other documents as may be required with National Securities Depository Limited, Central Depository Services (India) Limited, registrar and transfer agents and such other agencies, as may be required in this connection with power to authorise one or more officers of the Company to execute all or any of the aforesaid documents;
- (xxiv) To do all such acts, deeds, matters and things and execute all such other documents, etc., as it may, in its absolute discretion, deem necessary or desirable for the Offer, in consultation with the BRLMs, including without limitation, determining the anchor investor portion and allocation to anchor investors, finalising the basis of allocation and allotment of Equity Shares to the successful allottees and credit of Equity Shares to the demat accounts of the successful allottees in accordance with Applicable Laws;
- (xxv) To settle all questions, difficulties or doubts that may arise in regard to the Offer, including such issues or allotment of the equity shares as aforesaid and matters incidental thereto in consultation with the BRLMs and to delegate the powers conferred hereinunder subject to such restrictions and limitations as it may

deem fit and in the interest of the Company and to do all such acts and deeds in connection therewith and incidental thereto, as the Committee may be deemed necessary and permissible under Applicable Laws to the officials of the Company;

- (xxvi) To take such action, give such directions, as may be necessary or desirable as regards the Offer and to do all such acts, matters, deeds and things, including but not limited to the allotment of Equity Shares against the valid applications received in the Offer, as are in the best interests of the Company;
- (xxvii) To negotiate, finalise, settle, execute and deliver any and all other documents or instruments and doing or causing to be done any and all acts or things as the IPO Committee may deem necessary, appropriate or advisable in order to carry out the purposes and intent of the foregoing or in connection with the Offer and any documents or instruments so executed and delivered or acts and things done or caused to be done by the IPO Committee shall be conclusive evidence of the authority of the IPO Committee in so doing; and
- (xxviii) To submit undertaking/certificates or provide clarifications to the Securities and Exchange Board of India and the Stock Exchanges, where the equity shares of the Company are proposed to be listed.

Management Organisation Chart



Key Managerial Personnel

Other than our Chairman and Managing Director and Executive Director, the details of the Key Managerial Personnel are as follows:

Note: Remuneration detailed below does not include gratuity expense

Clayton Lawrence Pinto is the Chief Executive Officer of our Company and is a key decision maker in commercial management, ship sale and purchase as well as operations. He has been associated with our Company since April 5, 2015. He has also served as chief operating officer of the Company, before which he was an Executive Director with the Company and supervised the functioning of chartering, manning, S&P, technical, ISM, finance and purchase departments of our Company with assistance from the respective heads of departments for a period of 3 years. He is part of the Company's management team that makes strategic decisions on future growth. He has obtained a master's degree of science in international shipping from the University of Plymouth and a master's degree in finance from Babson College. During Financial Year 2020, an amount of ₹ 1.80 million was paid to him as remuneration.

Warren George Pinto is the Chief Financial Officer of our Company. He has been associated with our Company since February 10, 2016. He is responsible for the financial functions and for managing the financial risks of our Company. He has obtained a bachelor's degree in engineering from the University of Mumbai and his master's degree in business administration from the University of Rochester. Prior to joining our Company, he worked with Thirdware Solutions Limited and QAD India Private Limited. During Financial Year 2020, an amount of ₹ 1.36 million was paid to him as remuneration.

Jay Bhavesh Parekh is the Company Secretary and Compliance Officer of our Company. He has been associated with our Company since August 1, 2017. He is responsible for advising our Board in relation to compliance requirements. He has obtained a master's degree in commerce from the University of Mumbai. He is an associate member of the Institute of Company Secretaries of India and holds an advance diploma in management accounting from Chartered Institute of Management Accountants. He also holds an accounting technician certificate from Institute of Chartered Accountants of India. Prior to joining our Company, he worked with Jaiprakash R. Singh and Associates, Company Secretaries. During Financial Year 2020, an amount of ₹ 0.65 million was paid to him as remuneration.

Ananthanarayanan Krishnan holds the position of Vice President - Safety and Quality of our Company. He has been associated with our Company since December 19, 2018. He is responsible for different functions like occupational health, quality, safety, environment and certification within the Company. He has received a certificate of competence as master of a foreign-going ship, which has been issued by the Government of India in exercise of its powers under the Merchant Shipping Act, 1958. He has earlier been associated as general manager (commercial & marine operations) with Varun Global Limited for over 8 years and with Varun Shipping Company Limited as deputy general manager (ISM & marine), and later on in the capacity of deputy general manager (safety & quality). During Financial Year 2020, an amount of ₹ 5.58 million was paid to him as remuneration.

Philip Mathews holds the position of Senior Vice President – Fleet Personnel of our Company. He has been associated with our Company since November 25, 2019. He heads the Company's fleet personnel management function and manages all processes therein. He has been awarded the certificate of competency as an extra master by Mercantile Marine Department, Mumbai and holds a master's degree in science in maritime affairs from the World Maritime University. He has also received a certificate of competence as master of a foreign-going ship, which has been issued by the Government of India in exercise of its powers under the Merchant Shipping Act, 1958. Prior to working with our Company, he worked with Shipping Corporation of India as general manager, and having sailed for twenty years on their vessels. During Financial Year 2020, an amount of ₹ 1.28 million was paid to him as remuneration.

Pradeep Victor Agnel Correa holds the position of Chief Operation Officer in our Company. He has been associated with our Company since July 1, 2020. He is responsible for supervising all operating functions like chartering, technical management, manning, safety management and port and cargo operations within the Company. He has received a certificate of competence as master of a foreign-going ship, which has been issued by the Government of India in exercise of its powers under the Merchant Shipping Act, 1958. He has about 20 years of experience heading various functions at Great Eastern Shipping Company Limited, eventually heading their fleet personnel manning team. He did not receive any remuneration from the Company in Financial Year 2020, since he commenced working with the Company on July 1, 2020.

Amita Parag Chitnis holds the position of General Manager – Legal and Insurance in our Company. She has been associated with our Company since November 17, 2020. She is responsible for the effective and efficient legal support for business operations, providing legal services and ensuring effective management of insurance and legal and contractual risks. She holds a bachelor’s degree in science and a bachelor’s degree in law from the University of Mumbai. Prior to working with our Company, she worked with organisations like Gujarat Lease Financing Limited, Mercator Limited, Essar Power Limited and Lloyds Finance Limited. She did not receive any remuneration from the Company in Financial Year 2020, since she commenced working with the Company on November 17, 2020.

Suboth Kumar holds the position of Head – Technical in our Company. He has been associated with our Company since December 7, 2020. He is responsible for technical matters of all the vessels and plays a major role in identifying vessels to be purchased and performing takeover formalities and safe vessel operation. He has been awarded a graduation certificate for successful completion of the training from Marine Engineering College, Calcutta. Prior to working with our Company, he has worked with organisations like Lloyd’s Register of Shipping, TORM Shipping India Private Limited, Scorpio Marine Management (India) Private Limited, and MTM Ship Management (India) Private Limited. He did not receive any remuneration from the Company in Financial Year 2020, since he commenced working with the Company on December 7, 2020.

Rajesh Kumar holds the position of Head – Operation in our Company. He has been associated with our Company since January 1, 2021. He is responsible for daily operational management of all the vessels. He advises vessel masters and other marine superintendents on port and cargo operations, to ensure efficient performance of chartering operations. He has 41 years of professional experience (over 25 years of sailing and 16 years of shore work) with Shipping Corporation of India. He has received a certificate of competence as master of a foreign-going ship, which has been issued by the Government of India in exercise of its powers under the Merchant Shipping Act, 1958. He did not receive any remuneration from the Company in Financial Year 2020, since he commenced working with the Company on January 1, 2021.

Nature of any family relationship between any of the Key Managerial Personnel

Except for (i) Thomas Wilfred Pinto and Leena Metylda Pinto, who are husband and wife, (ii) Clayton Lawrence Pinto, who is the son of Thomas Wilfred Pinto and Leena Metylda Pinto, and (iii) Warren George Pinto, who is the nephew of Thomas Wilfred Pinto and Leena Metylda Pinto, none of our Key Managerial Personnel are related to each other.

All the Key Managerial Personnel are permanent employees of our Company.

Shareholding of Key Managerial Personnel

The details of Equity Shares held by our Key Managerial Personnel as of the date of this Draft Red Herring Prospectus are as follows:

Name of the Key Managerial Personnel	Number of Equity Shares
Thomas Wilfred Pinto	24,996,200
Leena Metylda Pinto	4,190,500
Clayton Lawrence Pinto	Nil
Warren George Pinto	Nil
Jay Bhavesh Parekh	Nil
Ananthanarayanan Krishnan	Nil
Philip Mathews	Nil
Pradeep Victor Agnel Correa	Nil
Amita Parag Chitnis	Nil
Suboth Kumar	Nil
Rajesh Kumar	Nil

Bonus or profit sharing plan of the Key Managerial Personnel

Except as stated below, there is no bonus or profit sharing plan of the Key Managerial Personnel:

- a. for certain Key Managerial Personnel, a discretionary performance linked incentive is decided by our Board after considering the recommendations made by the Nomination and Remuneration Committee; and
- b. for certain Key Managerial Personnel, a discretionary performance linked incentive is decided by the management of our Company.

Interests of Key Managerial Personnel

For interest of Executive Directors, see “*Our Management – Interest of Directors*” on page 181.

Our Key Managerial Personnel are interested in our Company to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them during the ordinary course of business. Further, the Key Managerial Personnel may also be deemed to be interested to the extent of their shareholding in our Company and any dividend payable to them or other distributions in respect of such Equity Shares, if any.

None of the Key Managerial Personnel have been paid any consideration of any nature from our Company other than their remuneration. Further, there is no contingent or deferred compensation payable to our Key Managerial Personnel which does not form part of their remuneration and loans have been availed by the Key Managerial Personnel from our Company.

Arrangement or understanding with major shareholders, customers, suppliers or others

There is no arrangement or understanding with the major shareholders, customers, suppliers or others, pursuant to which any employee was selected as a Key Managerial Personnel.

Changes in the Key Managerial Personnel

The changes in the Key Managerial Personnel in the last three years are as follows:

Name	Designation	Date of change	Reason for change
Rajesh Kumar	Head - Operations	January 1, 2021	Appointment
Suboth Kumar	Head – Technical	December 7, 2020	Appointment
Amita Parag Chitnis	General Manager - Legal and Insurance	November 17, 2020	Appointment
Clayton Lawrence Pinto	Chief Executive Officer	July 1, 2020	Appointment
Pradeep Victor Agnel Correa	Chief Operation Officer	July 1, 2020	Appointment
Clayton Lawrence Pinto	Chief Operation Officer	July 1, 2020	Cessation due to change in designation
Ashok Raja	President – Operations	March 31, 2020	Cessation due to resignation
Philip Mathews	Senior Vice President – Fleet Personnel	November 25, 2019	Appointment
Clayton Lawrence Pinto	Chief Operation Officer	July 1, 2019	Appointment
Ananthanarayanan Krishnan	Vice President – Safety & Quality	December 19, 2018	Appointment

The rate of attrition of our Key Managerial Personnel is not high in comparison to the industry in which we operate.

Payment or benefit to the Key Managerial Personnel of our Company

Except the remuneration, the bonus, the performance linked incentive received for services rendered as an officer of our Company, no amount or benefit has been paid or given within the two preceding years or is intended to be paid or given to any of the officers of our Company.

Employee Stock Option Plans

There are no outstanding employee stock options as on the date of this Draft Red Herring Prospectus. For details, see “*Capital Structure*” on page 70.

OUR PROMOTERS AND PROMOTER GROUP

Our Promoters

Thomas Wilfred Pinto, Leena Metylda Pinto and FIHM are the Promoters of our Company.

As on date of this Draft Red Herring Prospectus, our Promoters' shareholding in our Company is as follows:

Sr. No.	Name of Promoter	Number of Equity Shares	% of pre-Offer issued, subscribed and paid-up Equity Share capital
1.	Thomas Wilfred Pinto	24,996,200	43.68%
2.	Leena Metylda Pinto	4,190,500	7.32%
3.	FIHM	27,777,650	48.54%
	Total	56,964,350	99.54%

For details of the build-up of the Promoters' shareholding in our Company, see "*Capital Structure – Build-up of our Promoter's shareholding in our Company*", on pages 75.

Details of our Individual Promoters

Thomas Wilfred Pinto



Thomas Wilfred Pinto, aged 61 years, is the Chairman and Managing Director of our Company. He is an Indian national. For further details of his educational qualifications, personal address, date of birth, experience, positions and posts held in the past, other directorships, other ventures, business, financial activities and special achievements, see "*Our Management*" on page 175.

His driving license number is MH0220100133468. His PAN is AAPPP5725L and Aadhar card number is 4039 2006 5549.

Leena Metylda Pinto



Leena Metylda Pinto, aged 60 years, is the Whole-time Director of our Company. She is an Indian national. For further details of her educational qualifications, personal address, date of birth, experience, positions and posts held in the past, other directorships, other ventures, business, financial activities and special achievements, see "*Our Management*" on page 175.

Her driving license number is MH0220090053300. Her PAN is AAFPP3913Q and Aadhar card number is 3659 0891 0521.

Our Company confirms that the permanent account numbers, bank account numbers and the passport numbers of Thomas Wilfred Pinto and Leena Metylda Pinto shall be submitted to the Stock Exchanges at the time of filing of this Draft Red Herring Prospectus.

Details of our Corporate Promoter

FIH Mauritius Investments Ltd.

FIHM is a private company, incorporated on November 12, 2014 under the laws of Republic of Mauritius, pursuant to the Mauritian Companies Act, 2001 and the subsequent amendments and re-enactment thereto. The registered office of FIHM is located at Level 1, Maeva Tower, Silicon Avenue, Cybercity, Ebene, 72201, Republic of Mauritius. FIHM's principal activity is to achieve long-term capital appreciation, while preserving capital, by investing in public and private equity securities and debt instruments in India and Indian businesses or other

businesses with customers, suppliers or business primarily conducted in, or dependent on, India. There have been no changes to the activities undertaken by FIHM since incorporation.

There has been no change in control of FIHM during the last three years preceding the date of this Draft Red Herring Prospectus.

Capital Structure

As on the date of this Draft Red Herring Prospectus, the share capital of FIHM comprised 22,005,965 ordinary shares, each having a par value of US\$ 1.00, and capital contribution from Fairfax India Holding Corporation of US\$ 2,032,413,925.

Shareholding Pattern

Sr. No.	Name of the Shareholder	Number of Equity Shares	Percentage of Shareholding
1	Fairfax India Holdings Corporation	22,005,965	100.00%
	Total	22,005,965	100.00%

Board of Directors of FIHM

The Board of Directors of FIHM as on the date of this Draft Red Herring Prospectus is as follows:

- Chandran Ratnaswami
- Amy Tan Sze Ping
- Gopalakrishnan Soundarajan
- Mohammad Akshar Maheraly
- Sangeeta Bissessur

Parent entity of FIHM

Fairfax India Holdings Corporation is the parent entity of FIHM.

Board of Directors of Fairfax India Holdings Corporation

The Board of Directors of Fairfax India Holdings Corporation as on the date of this Draft Red Herring Prospectus is as follows:

- V. Prem Watsa
- Anthony F. Griffiths
- Christopher Hodgson
- Alan Horn
- Sumit Maheshwari
- Deepak Parekh
- Chandran Ratnaswami
- Gopalakrishnan Soundarajan
- Lauren Templeton

Experience of FIHM

FIHM may not have adequate experience in the business activities undertaken by our Company. For details, see “*Risk Factors – Our Corporate Promoter, FIHM, may not have adequate experience in the business activities undertaken by our Company*” on page 38.

Our Company confirms that the permanent account number, bank account number and company registration number of FIHM and the address of the regulatory authority with which FIHM is registered shall be submitted to the Stock Exchanges at the time of filing this Draft Red Herring Prospectus.

Changes in the management and control of our Company

Other than as disclosed in “*Capital Structure – Build-up of our Promoters’ shareholding in our Company*” on page 75, there has not been any change in the management or control of our Company in five years immediately preceding the date of this Draft Red Herring Prospectus.

Interest of our Promoters

Our Promoters are interested in our Company to the extent: (1) that they have promoted our Company; (2) of their shareholding and the shareholding of their relatives in our Company and the dividend payable, if any, and other distributions in respect of the Equity Shares held by them or their relatives; (3) of being Executive Directors and Key Management Personnel of our Company and the remuneration payable by our Company to them; (4) of their relatives having been appointed to places of profit in our Company; (5) that they have provided personal guarantees for the loans availed by our Company; and (6) that our Company has undertaken transactions with them, or their relatives or entities in which our Promoters hold shares. In addition, Thomas Wilfred Pinto is interested to the extent of reimbursement paid to him. For further details, see “*Capital Structure*”, “*History and Certain Corporate Matters*”, “*Our Management*”, “*Related Party Transactions*” and “*Financial Indebtedness*” on pages 70, 164, 175, 248 and 289, respectively.

Except as stated in “*Related Party Transactions*” on page 248, our Promoters are not interested in the properties acquired or proposed to be acquired by our Company in the three years preceding the date of filing of the Draft Red Herring Prospectus.

Our Promoters are not interested in any transaction in acquisition of land, construction of building or supply of machinery.

Our Promoters are not interested as a member of a firm or a company, and no sum has been paid or agreed to be paid to our Promoters or to such firm or company in cash or shares or otherwise by any person either to induce any of our Promoters to become, or qualify them as a director, or otherwise for services rendered by any of our Promoters or by such firm or company in connection with the promotion or formation of our Company.

Except as stated in “*Related Party Transactions*” on page 248 and disclosed in “*Our Promoters and Promoter Group*” on page 197, there has been no payment of any amount or benefit given to our Promoters or Promoter Group during the two years preceding the date of filing of the Draft Red Herring Prospectus nor is there any intention to pay any amount or give any benefit to our Promoters or Promoter Group as on the date of filing of this Draft Red Herring Prospectus.

Companies or firms with which our Promoters have disassociated in the last three years

Our Promoters have not disassociated themselves from any company or firm during the three years preceding the date of filing of the Draft Red Herring Prospectus.

Confirmations

Our Promoters have not been declared as Wilful Defaulters.

Our Promoters and members of our Promoter Group have not been debarred from accessing the capital market for any reasons by SEBI or any other authorities.

Our Promoters are not promoter or director of any other Company which is debarred from accessing capital markets.

No material guarantees have been given to third parties by our Promoters with respect to Equity Shares of our Company.

Except as disclosed in “*Related Party Transactions*” on page 248 our Promoters are not involved in any other ventures. Further, our Promoters are not involved in any venture that is in the same line of activities or business as that of our Company.

Promoter Group

Persons constituting the Promoter Group of our Company in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations except the Promoters are set out below:

Natural persons forming part of our Promoter Group (other than our Promoters):

Sr. No.	Name of the individuals
Thomas Wilfred Pinto	
1.	Sunny Gracias Pinto
2.	Rita Felicia Vaz
3.	Therese Miranda
4.	Clayton Lawrence Pinto
5.	Derick Buckelo
6.	Elveera Pereira
7.	Anita Lobo
Leena Metylda Pinto	
1.	Derick Buckelo
2.	Elveera Pereira
3.	Anita Lobo
4.	Clayton Lawrence Pinto
5.	Sunny Gracias Pinto
6.	Rita Felicia Vaz
7.	Therese Miranda

Entities forming part of our Promoter Group (other than our Promoters):

Sr. No.	Name of the entities
Thomas Wilfred Pinto	
1.	Seven Islands Logistics Private Limited
2.	Lavails Agriculture and Properties Private Limited
3.	Dr. Pinto’s Pathological Laboratory
4.	Seven Islands Shipping Foundation
5.	Seven Islands Shipping Limited Employee Group Gratuity Cash Assurance Scheme
Leena Metylda Pinto	
1.	Seven Islands Logistics Private Limited
2.	Lavails Agriculture and Properties Private Limited
3.	Dr. Pinto’s Pathological Laboratory

Sr. No.	Name of the entities
4.	Seven Islands Shipping Foundation
5.	Seven Islands Shipping Limited Employee Group Gratuity Cash Assurance Scheme
FIHM	
1.	Fairfax India Holdings Corporation
2.	National Collateral Management Services Limited
3.	Saurashtra Freight Private Limited
4.	Privi Speciality Chemicals Limited (<i>formerly known as Fairchem Speciality Limited</i>)
5.	Anchorage Infrastructure Investments Holdings Limited
6.	FIH Private Investments Ltd
7.	I Investments Limited
8.	IIFL Finance Limited
9.	IIFL Securities Limited*
10.	5Paisa Capital Limited
11.	Sanmar Engineering Services Limited
12.	Fairchem Organics Limited
13.	CSB Bank Limited
14.	Bangalore International Airport Limited

**IIFL Securities Limited is involved as a merchant banker only in marketing of the Offer*

GROUP COMPANY

In terms of the SEBI ICDR Regulations, the term “group companies”, includes (i) such companies (other than promoter(s) and subsidiary(ies)) with which there were related party transactions during the period for which financial information is disclosed in the DRHP, RHP or the Prospectus, as the case may be, as covered under applicable accounting standards, and (ii) any other companies considered material by the board of directors of the relevant issuer company.

Accordingly, for (i) above, all such companies (other than any subsidiary) with which our Company had related party transactions during the period covered in the Restated Financial Statements, as covered under the relevant accounting standard (i.e. Ind AS 24) have been considered as Group Companies in terms of the SEBI ICDR Regulations.

Additionally, for the purposes of (ii) above, pursuant to the Materiality Policy, a company (other than any subsidiary and the companies covered under the schedule of related party transactions as per the Restated Financial Statements) shall be considered material and shall be disclosed as a Group Company in this Draft Red Herring Prospectus if the Company has entered into one or more transactions with such company during the last completed fiscal year and/or any stub period, which exceeds 5% or more of the profit after tax, total revenue or net worth (whichever is lower) of the Company as per the latest fiscal year and/or any stub period in the Restated Financial Statements.

Based on the above, our Group Company is set forth below:

1. Seven Islands Logistics Private Limited

Details of our Group Company

1. *Seven Islands Logistics Private Limited (“SILPL”)*

Corporate Information

SILPL is a private limited company and was incorporated on November 21, 2013 under the Companies Act, 1956. The corporate identification number of SILPL is U70100MH2013PTC250264.

Nature of activities

SILPL is presently in the business of owning and leasing of property and providing logistic services.

Financial information

The financial information derived from the audited financial statements of SILPL for the last three financial years (i.e. for the Fiscals 2020, 2019 and 2018) are set forth below:

(₹ in million, except per share data)

Particulars	For the Fiscals		
	2020	2019	2018
Equity capital (subscribed and paid-up)	20.00	1.00	1.00
Reserves and surplus (excluding revaluation reserves)	(12.25)	(4.11)	(6.01)
Total income (Interest earned + Other income)	36.15	17.72	17.01
Profit/(loss) after tax	(8.14)	1.90	4.88
Earnings / (Loss) per share (₹) Basic	(81.38)	19.04	48.76
Earnings per share (₹) Diluted	(81.38)	19.04	48.76
Net asset value per share	3.88	(31.10)	(50.10)

There are no modifications in the reports of the auditors of SILPL, in relation to the aforementioned financial statements for the last three financial years.

Nature and extent of interest of the Group Company

In the promotion of our Company

The Group Company does not have any interest in the promotion of our Company.

In the properties acquired by our Company in the past three years before filing this Draft Red Herring Prospectus or proposed to be acquired by our Company

The Group Company is not interested in the properties acquired by our Company in the three years preceding the filing of this Draft Red Herring Prospectus or proposed to be acquired by our Company.

In transactions for acquisition of land, construction of building and supply of machinery, etc.

The Group Company is not interested in any transactions for acquisition of land, construction of building or supply of machinery, etc.

Common pursuits among the Group Company and our Company

There are no common pursuits between the Group Company and our Company.

Related Business Transactions within the group and significance on the financial performance of our Company

Except as disclosed in “*Related Party Transactions*” beginning on page 248, there are no other related business transactions between the Group Company and our Company.

Litigation

As on the date of this Draft Red Herring Prospectus, there is no pending litigation involving our Group Company which will have a material impact on our Company.

Business interest of the Group Company

Except in the ordinary course of business and as stated in “*Related Party Transactions*” beginning on page 248”, the Group Company does not have any business interest in our Company.

Defunct Group Company

The Group Company has not remained defunct and no application has been made to the registrar of companies for striking off the name of the Group Company during the five years preceding the date of this Draft Red Herring Prospectus.

Sick company/winding up/insolvency proceedings

The Group Company does not fall under the definition of sick companies under the erstwhile Sick Industrial Companies (Special Provisions) Act, 1985 and it is not under winding up. Further, there are no pending insolvency proceedings in respect of the Group Company.

Loss making Group Companies

(₹ in million)

Name of the Group Company	Profit after tax/(loss) for the Fiscal ended March 31, 2020	Profit after tax/(loss) for the Fiscal ended March 31, 2019	Profit after tax/(loss) for the Fiscal ended March 31, 2018
Seven Islands Logistics Private Limited	(8.14)	1.90	4.88

Confirmations

The Group Company does not have any securities listed on a stock exchange. Further, the Group Company has not made any public or rights issue (as defined under the SEBI ICDR Regulations) of securities in the three years preceding the date of this Draft Red Herring Prospectus.

Further, neither have any of the securities of our Company or of the Group Company been refused listing by any stock exchange in India or abroad, during ten immediately years preceding the date of this Draft Red Herring Prospectus, nor has our Company or the Group Company failed to meet the listing requirements of any stock exchange in India or abroad.

DIVIDEND POLICY

As on the date of this Draft Red Herring Prospectus, our Company has no formal dividend policy. The declaration and payment of dividends on our equity shares, if any will be recommended by our Board and approved by our Shareholders, at their discretion, subject to the provisions of the 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 the the outlook for the economy, outlook for the industry, the business environment for our Company’s business, the profitability of our Company, rate of dividend distribution tax, earnings, capital requirements for future expansion plans, contractual obligations, applicable legal restrictions and overall financial position of our Company.

In addition, our ability to pay dividends may be impacted restrictive covenants under the loan or financing arrangements our Company is currently availing of or may enter into, to finance our fund requirements for our business activities. For details, see section “*Financial Indebtedness*” on page 289.

The details of the dividend paid by our Company on the Equity Shares during the last three Fiscals derived from our Restated Financial Statements are given below:

Particulars	Fiscal 2020	Fiscal 2019	Fiscal 2018*
Number of Equity Shares at period ended	57,227,550	57,227,550	47,689,625
Face value per Equity Share (in ₹)	10	10	10
Final Dividend for the year ended March 31, 2017 (in ₹ million)	Nil	Nil	35.67
Rate of dividend on Equity Shares (%)	Nil	Nil	52.50%
Dividend distribution tax on final dividend (in ₹ million)	Nil	Nil	7.27
Dividend Tax (%)	Nil	Nil	20.36%

* Final dividend paid for the financial year ending March 31, 2017.

The amount of dividend paid in past are not necessarily indicative of the dividend policy of our Company or dividend amounts, if any, in the future. There is no guarantee that any dividends will be declared or paid or the amount thereof will be decreased in the future. For details, see “*Risk Factors- We cannot assure payment of dividends on the Equity Shares in the future.*” on page 41.

SECTION VII – FINANCIAL INFORMATION

RESTATED FINANCIAL STATEMENTS

[The remainder of this page has intentionally been left blank]

Independent Auditors' Examination Report on the Restated Ind AS Summary Statements of Assets and Liabilities as at December 31, 2020, March 31, 2020, March 31, 2019 and March 31, 2018 and Restated Ind AS Summary Statements of Profit and Losses, Restated Ind AS Summary Statement of Cash Flows and Restated Ind AS Summary Statement of Changes in Equity, the Summary Statement of Significant Accounting Policies, and other explanatory information for nine month period ended December 31, 2020 and for each of the years ended March 31, 2020, 2019 and 2018 of Seven Islands Shipping Limited (collectively, the "Restated Ind AS Summary Statements")

To
The Board of Directors
Seven Islands Shipping Limited
Suite 3A, 3B and 4, Level 8,
B Wing, Times Square
Andheri – Kurla Road, Andheri (East),
Mumbai – 400 059

Dear Sirs/Madams,

1. We, S R B C & CO LLP, Chartered Accountants ("we" or "us" or "SRBC") have examined the attached Restated Ind AS Summary Statements of Seven Islands Shipping Limited ("the Company") as at and for the nine month ended December 31, 2020 and for each of the years ended March 31, 2020, 2019 and 2018 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') through an offer for sale and fresh issue of equity shares of face value of Rs 10 each. The Restated Ind AS Summary Statements, which have been approved by the Board of Directors at their meeting held on February 6, 2021, have been prepared by the Company in accordance with the requirements of:
 - a. section 26 of Part I of Chapter III of the Companies Act 2013 (the "Act");
 - b. relevant provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "ICDR Regulations"); and
 - c. the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the Institute of Chartered Accountants of India (the "ICAI") as amended from time to time ("the Guidance Note").
2. The Company's Board of Directors is responsible for the preparation of the Restated Ind AS Summary Statements for the purpose of inclusion in the offer documents to be filed with Securities and Exchange Board of India, BSE Limited, National Stock Exchange of India Limited and Registrar of Companies, Mumbai in connection with the proposed IPO. The Restated Ind AS Summary Statements have been prepared by the management of the Company on the basis of preparation stated in paragraph 2 of Annexure V to the Restated Ind AS Summary Statements. The Board of Directors of the Company are responsible for designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Ind AS Summary Statements. The Board of Directors are responsible for identifying and ensuring that the Company complies with the Act, ICDR Regulations and the Guidance Note.

3. We have examined such Restated Ind AS Summary Statements taking into consideration:
 - a. the terms of reference and terms of our engagement agreed with you vide our engagement letter dated January 26, 2021 requesting us to carry out the assignment, in connection with the proposed IPO of equity shares of the Company;
 - b. The Guidance Note also requires that we comply with ethical requirements of the Code of Ethics issued by the ICAI;
 - c. Concepts of test checks and materiality to obtain reasonable assurance based on the verification of evidence supporting the Restated Ind AS Summary Statements.
 - d. The requirements of Section 26 of the Act and the ICDR Regulations. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act and the ICDR Regulations and the Guidance Note in connection with the proposed IPO.

4. The Restated Ind AS Summary Statements of the Company have been compiled by the management from:
 - a. the audited interim Ind AS financial statements of the Company as at and for the nine month ended December 31, 2020 prepared in accordance with Indian Accounting Standard 34 as specified under section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended and other accounting principles generally accepted in India, which have been approved by the Board of Directors at their meeting held on February 6, 2021;
 - b. the audited Ind AS financial statements of the Company as at and for the year ended March 31, 2020 prepared in accordance with accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended which have been approved by the Board of Directors at their meeting held on July 17, 2020;
 - c. the audited Ind AS financial statements of the Company as at and for the year ended March 31, 2019 prepared in accordance with accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended which have been approved by the Board of Directors at their meeting held on July 3, 2019;
 - d. the audited Ind AS financial statements of the Company as at and for the year ended March 31, 2018 prepared in accordance with accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Companies Act, 2013, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, which have been approved by the Board of Directors at their meeting held on September 26, 2018;

5. For the purpose of our examination, we have relied on:

Auditor's reports issued by us dated February 6, 2021, July 17, 2020, July 3, 2019 and September 26, 2018 on the financial statements of the Company as at and for the nine month ended December 31, 2020 and for each of the years ended, March 31, 2020, 2019 and 2018 respectively, as referred in paragraph 4 above.

6. Based on our examination and according to the information and explanations given to us for the respective years, read with paragraph 8 below, we report that Restated Ind AS Summary Statements:
- a. have been prepared after incorporating adjustments for the changes in accounting policies, material errors and regrouping/reclassifications retrospectively in the financial years ended March 31, 2020, 2019 and 2018 to reflect the same accounting treatment as per the accounting policies and grouping/classifications followed as at and for the nine month ended December 31, 2020;
 - b. does not contain any qualifications requiring adjustments. However, our report dated July 3, 2019 included under Legal and Regulatory Requirements a non-compliance with respect to section 197 of Companies Act wherein the Company had paid excess remuneration of Rs. 10.8 million to its Managing Director and Whole-time director over and above the limits specified under section 197 of Companies Act, 2013. Qualifications in the Companies (Auditor's Report) Order, 2016 issued by the Central Government of India in terms of sub section (11) of section 143 of the Act, as applicable, on the financial statements for the years ended March 31, 2020, 2019 and 2018 do not require any corrective adjustments in the Restated Ind AS Summary Statements that have been disclosed in Annexure VI to the Restated Ind AS Summary Statements; and
 - c. have been prepared in accordance with the Act, ICDR Regulations and the Guidance Note.
7. The audit report on our interim Ind AS financial statements for the nine-month period ended December 31, 2020 has the following "Other Matter" paragraph -
- The interim Ind AS financials statements of the Company for the nine months period ended December 31, 2019, included in these interim Ind AS financials statements, are not audited and have been furnished to us by the management
8. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 2020. 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 December 31, 2020. The Restated Ind AS Summary Statements does not reflect the events that occurred subsequent to the respective dates of the reports on the Ind AS financial statements mentioned in paragraph 4 above.
9. 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.
10. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

sd/-

11. Our report is intended solely for use of the Board of Directors for inclusion in the offer document to be filed with Securities Exchange Board of India, National Stock Exchange of India Limited and BSE limited in connection with the proposed IPO. Our report should not be used, referred to, or distributed for any other purpose. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come.

For S R B C & CO LLP

Chartered Accountants

ICAI Firm Registration Number: 324982E/E300003

per Firoz Pradhan

Partner

Membership number: 109360

UDIN: 21109360AAAAAL1813

Place: Mumbai

Date: February 6, 2021

sd/-

SEVEN ISLANDS SHIPPING LIMITED
Annexure I
Restated Ind AS Summary Statement of Assets and Liabilities

Particulars	Annexures	As at	As at	As at	As at
		December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
		Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
A ASSETS					
1 Non-current assets					
(a) Property, plant and equipment	VII	10,979.30	12,375.41	8,844.93	7,466.77
(b) Right of use asset	XXXIII	97.20	131.17	49.20	71.21
(c) Capital work-in-progress		110.72	-	4.64	19.95
(d) Intangible assets	VII	7.82	4.79	3.39	2.62
(e) Tax assets (net)	VIII	155.64	80.68	53.16	12.65
(f) Others financial assets	IX	344.88	169.17	78.66	73.96
(g) Other non-current assets	XV	198.41	-	0.42	8.32
Total non-current assets		11,893.97	12,761.22	9,034.40	7,655.48
2 Current assets					
(a) Inventories	X	204.83	209.67	103.94	193.10
(b) Financial assets					
(i) Investments	XI	923.41	-	20.12	-
(ii) Trade receivables	XII	730.43	663.49	263.78	354.74
(iii) Cash and cash equivalents	XIII	2,289.08	655.39	2,082.12	33.82
(iv) Other bank balances	XIV	1,431.31	1,598.86	387.23	273.66
(v) Others financial assets	IX	87.14	31.79	95.73	615.74
(c) Contract assets	XII	17.61	-	-	21.50
(d) Other current assets	XV	455.21	632.26	272.74	208.47
Total current assets		6,139.02	3,791.46	3,225.66	1,701.03
Total assets		18,032.99	16,552.68	12,260.06	9,356.51
B EQUITY AND LIABILITIES					
1 Equity					
(a) Equity share capital	XVI	572.28	572.28	572.28	476.90
(b) Other Equity	XVII	8,626.63	7,437.43	6,634.46	4,368.11
Total equity		9,198.91	8,009.71	7,206.74	4,845.01
2 Non-current liabilities					
(a) Financial liabilities					
(i) Borrowings	XVIII	5,697.36	5,468.66	3,534.47	3,003.04
(ii) Other financial liabilities	XIX	50.82	65.60	21.65	36.16
Total Non-current liabilities		5,748.18	5,534.26	3,556.12	3,039.20
3 Current liabilities					
(a) Financial Liabilities					
(i) Borrowings	XVIII	916.58	113.02	-	-
(ii) Trade payables	XXI				
(A) total outstanding dues of micro enterprises and small enterprises		260.84	554.88	225.72	203.10
(B) total outstanding dues of creditors other than micro enterprises and small enterprises					
(iii) Other financial liabilities	XIX	1,861.18	2,308.60	1,246.07	1,246.44
(b) Provisions	XX	9.22	2.61	2.62	4.10
(c) Contract Liabilities		10.58	-	-	-
(d) Other current liabilities	XXII	27.50	29.60	22.79	18.66
Total current liabilities		3,085.90	3,008.71	1,497.20	1,472.30
Total equity and liabilities		18,032.99	16,552.68	12,260.06	9,356.51

The above Statement should be read with the Annexure V-Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements, Annexure VI- Statement of Restatement Adjustments to Audited Financial Statements

As per our Report of even date.

For S R B C & CO LLP
Chartered Accountants
ICAI Firm registration number : 324982E/E300003

per Firoz Pradhan
Partner
Membership No. 109360

Place: Mumbai
Date: February 6, 2021

For and on behalf of Board of Directors of Seven Islands Shipping Limited

Capt. Thomas W. Pinto **Ms. Leena Pinto** **Mr. Warren Pinto**
Chairman & Managing Director Whole Time Director Chief Financial Officer
DIN: 00053721 DIN: 00041043

Mr. Clayton Pinto **Mr. Jay Parekh**
Chief Executive Officer Company Secretary
Membership No. A47580

Place: Mumbai
Date: February 6, 2021

SEVEN ISLANDS SHIPPING LIMITED
Annexure II
Restated Ind AS Summary Statement of Profit and Loss

Particulars	Annexures	Period Ended	Year Ended	Year Ended	Year Ended	
		December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018	
		Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	
INCOME						
I	Revenue from contracts with customer	XXIII	6,547.63	7,110.26	4,675.82	4,126.30
II	Other operating income	XXIV	-	-	-	4.95
II	Other income	XXV	878.01	169.35	27.40	20.38
III	Total Income (I+II+III)		7,425.64	7,279.61	4,703.22	4,151.63
EXPENSES						
IV	Purchase of fuel oil and other inventories	XXVI	553.38	972.22	829.55	491.80
	Operating expenses	XXVII	1,933.03	2,457.57	1,665.90	1,303.42
	(Increase)/ decrease in inventories	XXVIII	4.84	(105.73)	89.16	5.82
	Employee benefit expenses	XXIX	163.27	187.40	131.99	146.50
	Depreciation and amortization expense	XXX	3,010.04	1,570.08	986.75	936.20
	Finance costs	XXXI	311.56	437.76	303.06	287.43
	Other expenses	XXXII	222.65	912.71	286.82	92.14
	Total expenses (V)		6,198.77	6,432.01	4,293.23	3,263.31
V	Profit/(loss) before exceptional items and tax (IV-V)		1,226.87	847.60	409.99	888.32
VI	Exceptional Items		-	-	-	(10.43)
	Income from Insurance claim		-	-	-	(10.43)
VII	Profit/(loss) before tax (V-VI)		1,226.87	847.60	409.99	898.75
VIII	Tax expense:					
	(1) Tonnage tax		11.42	13.34	14.93	14.04
	(2) Current tax		20.78	31.30	6.90	4.70
	(3) Deferred tax		-	-	-	-
IX	Profit (Loss) for the period from operations (VII-VIII)		1,194.67	802.96	388.16	880.01
X	Other comprehensive income					
	Other comprehensive income not to be reclassified to profit or loss in subsequent periods:					
	Re-measurement gains/(loss) on defined benefit plans		(5.46)	0.01	(0.54)	1.60
	Equity Instruments through Other Comprehensive Income		-	-	0.04	-
	Income tax relating to above		-	-	(0.02)	-
	Other Comprehensive Income, net of tax		(5.46)	0.01	(0.52)	1.60
XI	Total Comprehensive Income for the period		1,189.21	802.97	387.64	881.61
XII	Earnings per equity share: *	XXXIV				
	Basic and diluted		20.88	14.03	8.13	18.50

* not annualised for the period ended December 31, 2020

Note:

The above Statement should be read with the Annexure V-Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements, Annexure VI- Statement of Restatement Adjustments to Audited Financial Statements

As per our Report of even date.

For S R B C & CO LLP

Chartered Accountants
ICAI Firm registration number : 324982E/E300003

per **Firoz Pradhan**
Partner
Membership No. 109360

Place: Mumbai
Date: February 6, 2021

For and on behalf of Board of Directors of Seven Islands Shipping Limited

Capt. Thomas W. Pinto
Chairman & Managing Director
DIN: 00053721

Ms. Leena Pinto
Whole Time Director
DIN: 00041043

Mr. Warren Pinto
Chief Financial Officer

Mr. Clayton Pinto
Chief Executive Officer

Mr. Jay Parekh
Company Secretary
Membership No. A47580

Place: Mumbai
Date: February 6, 2021

SEVEN ISLANDS SHIPPING LIMITED
Annexure III
Restated Ind AS Summary Statement of Cash Flows

Particulars	Period Ended	Year Ended	Year Ended	Year Ended
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
CASH FLOW FROM OPERATING ACTIVITIES:				
Profit before tax	1,226.87	847.60	409.99	898.75
Adjustment to reconcile profit before tax to net cash flows				
Depreciation and amortisation	3,010.04	1,570.08	986.75	936.20
Loss/(gain) on sale of property, plant and equipment	(540.00)	9.87	25.48	-
Exchange difference loss/(gain)- net	(45.50)	167.56	46.02	3.67
Employee stock compensation expense	-	-	-	17.32
Exceptional income	-	-	-	(10.43)
Provision for doubtful debts	43.50	10.04	18.25	23.32
Bad debts	3.10	43.90	13.84	-
Insurance written off	-	66.49	-	-
loss/(gain) on derivative contracts	(194.63)	401.50	-	-
Interest expense	272.91	399.31	298.84	275.76
Interest on Lease liability	7.769	4.16	3.95	5.15
Interest (income)	(67.87)	(117.49)	(20.47)	(14.16)
Interest on Lease Deposit	(9.38)	-	-	-
Income from investment in Mutual funds	(14.17)	(7.22)	(0.04)	-
Operating profit before working capital changes	3,692.64	3,395.80	1,782.61	2,135.58
Movements in working capital:				
Increase/ (decrease) in trade payables	(248.54)	328.90	(23.40)	(31.70)
Increase/ (decrease) in provisions	1.14	(0.13)	1.80	3.20
Increase/ (decrease) in other current liabilities	(2.11)	6.64	(2.62)	16.74
Increase/ (decrease) in other financial liabilities	(0.80)	147.10	16.00	13.65
Decrease / (increase) in trade receivables	(113.54)	(453.65)	58.75	(246.59)
Decrease / (increase) in inventories	4.85	(105.73)	89.16	5.82
Decrease / (increase) in others financial assets	0.27	(207.35)	3.86	(23.94)
Decrease / (increase) in others current assets	159.57	(359.25)	(46.48)	(150.66)
Cash generated from / (used in) operations	3,493.48	2,752.33	1,879.67	1,722.10
Income tax paid (net of refund)	(107.15)	(72.17)	(62.34)	(25.28)
Net cash flow from/ (used in) operating activities (a)	3,386.33	2,680.16	1,817.33	1,696.82
CASH FLOW FROM INVESTING ACTIVITIES:				
Purchase of property plant and equipments including CWIP and capital advances	(4,478.91)	(5,903.49)	(3,419.14)	(1,686.77)
Purchase of current investments	(909.24)	(1,742.25)	(30.00)	-
Proceeds from sale of current investments	-	1,775.28	9.96	-
Insurance claim received	-	14.20	523.85	-
Investments in bank deposits (having original maturity of more than 3 months)	(62.27)	(1,241.83)	(113.35)	(71.61)
Proceeds from sale of property plant and equipments	3,087.37	948.94	1,240.80	-
Interest received on bank deposits	75.75	100.86	14.45	11.31
Net cash flow from/ (used in) investing activities (b)	(2,287.30)	(6,048.29)	(1,773.42)	(1,747.07)
CASH FLOW FROM FINANCING ACTIVITIES :				
Proceeds from long term borrowings	2,213.44	3,960.00	2,460.00	992.18
Repayments of long term borrowings	(2,183.13)	(1,706.33)	(2,115.70)	(1,003.54)
Interest paid	(271.01)	(398.67)	(295.90)	(275.25)
Payment of lease liabilities (including interest)	(28.20)	(26.62)	(18.01)	(17.95)
Unsecured loan taken	-	1,212.80	386.00	-
Unsecured loan repayment	-	(1,212.80)	(386.00)	-
Dividend on equity shares	-	-	-	(35.69)
Tax on equity dividend paid	-	-	-	(7.27)
Proceeds from issuance of equity shares	-	-	1,974.00	2.00
Net cash flow from/ (used in) financing activities (c)	(268.90)	1,828.38	2,004.40	(345.52)
NET INCREASE / (DECREASE) IN CASH AND CASH EQUIVALENTS (a+b+c)	830.13	(1,539.75)	2,048.30	(395.78)
Cash and cash equivalents at the beginning of the year	542.37	2,082.12	33.82	429.60
Cash and cash equivalents at the end of the year	1,372.50	542.37	2,082.12	33.82
	830.13	(1,539.75)	2,048.30	(395.78)
Components of cash and cash equivalents				
Cash on hand	5.61	6.55	4.26	3.57
With banks				
On current accounts	2,242.42	420.12	78.86	30.25
On deposit accounts	41.05	228.72	1,999.00	-
Total cash and cash equivalents (Annexure XIII)	2,289.08	655.39	2,082.12	33.82
Less: Bank overdraft (Annexure XVIII)	916.58	113.02	-	-
	1,372.50	542.37	2,082.12	33.82

Reconciliation between the opening and closing balances for liabilities arising from financing activities

Particulars	Long - term borrowings			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in crs	Rs. in crs	Rs. in crs	Rs. in crs
Opening	7,178.80	4,665.99	4,121.63	4,126.73
Cash flow	30.49	2,253.70	344.28	(11.32)
Non- Cash Changes				
Foreign exchange movement	2.24	259.11	200.08	6.27
Closing	7,211.53	7,178.80	4,665.99	4,121.68
Classified as current maturity	1,514.17	1,710.14	1,131.52	1,118.64
Non - current liability	5,697.36	5,468.66	3,534.47	3,003.04
Total	7,211.53	7,178.80	4,665.99	4,121.68

The above Statement should be read with the Annexure V-Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements, Annexure VI- Statement of Restatement Adjustments to Audited Financial Statements

As per our Report of even date.

For S R B C & CO LLP
Chartered Accountants
ICAI Firm registration number : 324982E/E300003

For and on behalf of Board of Directors of Seven Islands Shipping Limited

per Firoz Pradhan
Partner
Membership No. 109360

Capt. Thomas W. Pinto
Chairman & Managing Director
DIN: 00053721

Ms. Leena Pinto
Whole Time Director
DIN: 00041043

Mr. Warren Pinto
Chief Financial Officer

Place: Mumbai
Date: February 6, 2021

Mr. Clayton Pinto
Chief Executive Officer

Mr. Jay Parekh
Company Secretary
Membership No. A47580

Place: Mumbai
Date: February 6, 2021

(a) Equity Share Capital

	As at							
	December 31, 2020		March 31, 2020		March 31, 2019		March 31, 2018	
	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions
Balance at the beginning of year	57,227,550	572.28	57,227,550	572.28	47,689,625	476.90	6,698,100	66.98
Add: Shares Issued during the year	-	-	-	-	9,537,925	95.38	40,991,525	409.92
Balance at the end of the year	57,227,550	572.28	57,227,550	572.28	57,227,550	572.28	47,689,625	476.90

	Reserves & Surplus				OCI		Total
	General reserve	Tonnage tax reserve under section 115VT of the Income Tax Act, 1961	Share based payment reserve	Securities premium	Surplus/ (deficit) in the statement of profit and loss	Re-measurement gains/(loss) on defined benefit plans	
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	
Balance as at April 01, 2017	467.73	209.07	81.37	863.06	2,299.23	(0.40)	3,920.06
Add/Less: Transfer from/to tonnage tax reserve	-	184.00	-	-	(184.00)	-	-
Transfer from retained earnings	-	-	-	-	-	-	-
Increase/Decrease during the year	-	-	-	-	-	-	-
Restated balance at the beginning of the period	209.07	(209.07)	-	-	-	-	-
Add/Less: Transfer from/to general reserve	-	-	-	-	(7.27)	-	(7.27)
Less: Tax on final dividend paid	-	-	17.32	-	-	-	17.32
Add: Charge for the period	-	-	(98.69)	98.16	-	-	-
Add/(less): Transferred from share based payment reserve	0.53	-	-	-	880.01	-	880.01
Net Profit/(Loss) after tax transferred of profit and loss	-	-	-	-	-	1.60	1.60
Other comprehensive income for the year	-	-	-	-	-	-	-
Transfer from General reserve	-	-	-	-	-	-	-
Less: Transaction with owner, recognised in equity	-	-	-	-	-	-	-
Final dividend	-	-	-	-	(35.69)	-	(35.69)
Bonus issue	-	-	-	(407.92)	-	-	(407.92)
Balance as at March 31, 2018	677.33	184.00	-	553.30	2,952.28	1.20	4,368.11
Add/Less: Transfer from/to tonnage tax reserve	-	78.60	-	-	(78.60)	-	-
Transfer from retained earnings	-	-	-	-	-	-	-
Increase/Decrease during the year	-	-	-	-	-	-	-
Restated balance at the beginning of the period	184.00	(184.00)	-	-	-	-	-
Add/Less: Transfer from/to general reserve	-	-	-	-	-	-	-
Less: Tax on final dividend paid	-	-	-	-	-	-	-
Add: Charge for the period	-	-	-	-	-	-	-
Add/(less): Transferred from share based payment reserve	-	-	-	-	-	-	-
Net Profit/(Loss) after tax transferred of profit and loss	-	-	-	-	388.16	-	388.16
Other comprehensive income for the year	-	-	-	-	-	(0.52)	(0.52)
Transfer from General reserve	-	-	-	-	-	-	-
Less: Transaction with owner, recognised in equity	-	-	-	-	-	-	-
Final dividend	-	-	-	-	-	-	-
Fresh Issue	-	-	-	1,904.70	-	-	1,904.70
Less: Stamp duty	-	-	-	(3.99)	-	-	(3.99)
Less: other transaction cost	-	-	-	(22.00)	-	-	(22.00)
Balance as at March 31, 2019	861.33	78.60	-	2,432.01	3,261.84	0.68	6,634.46
Add/Less: Transfer from/to tonnage tax reserve	-	168.60	-	-	(168.60)	-	-
Add/Less: Transfer from/to general reserve	78.60	(78.60)	-	-	-	-	-
Less: Tax on final dividend paid	-	-	-	-	-	-	-
Add: Charge for the period	-	-	-	-	-	-	-
Add/(less): Transferred from share based payment reserve	-	-	-	-	-	-	-
Net Profit/(Loss) after tax transferred of profit and loss	-	-	-	-	802.96	-	802.96
Other comprehensive income for the year	-	-	-	-	-	0.01	0.01
Less: Transaction with owner, recognised in equity	-	-	-	-	-	-	-
Final dividend	-	-	-	-	-	-	-
Fresh Issue	-	-	-	-	-	-	-
Less: Stamp duty	-	-	-	-	-	-	-
Less: other transaction cost	-	-	-	-	-	-	-
Balance as at March 31, 2020	939.93	168.60	-	2,432.01	3,896.20	0.69	7,437.43
Add/Less: Transfer from/to tonnage tax reserve	-	245.37	-	-	(245.37)	-	-
Add/Less: Transfer from/to general reserve	168.60	(168.60)	-	-	-	-	-
Less: Tax on final dividend paid	-	-	-	-	-	-	-
Add: Charge for the period	-	-	-	-	-	-	-
Add/(less): Transferred from share based payment reserve	-	-	-	-	-	-	-
Net Profit/(Loss) after tax transferred of profit and loss	-	-	-	-	1,194.67	-	1,194.67
Other comprehensive income for the year	-	-	-	-	-	(5.46)	(5.46)
Less: Transaction with owner, recognised in equity	-	-	-	-	-	-	-
Final dividend	-	-	-	-	-	-	-
Fresh Issue	-	-	-	-	-	-	-
Less: Stamp duty	-	-	-	-	-	-	-
Less: other transaction cost	-	-	-	-	-	-	-
Balance as at December 31, 2020	1,108.53	245.37	-	2,432.01	4,845.50	(4.78)	8,626.63

The above Statement should be read with the Annexure V: Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements, Annexure VI- Statement of Restatement Adjustments to Audited Financial Statements

As per our Report of even date.

For S R B C & CO LLP
Chartered Accountants
ICAI Firm registration number : 324982E/E300003

For and on behalf of Board of Directors of Seven Islands Shipping Limited

per Firoz Pradhan
Partner
Membership No. 109360

Capt. Thomas W. Pinto **Ms. Leena Pinto** **Mr. Warren Pinto** **Mr. Clayton Pinto** **Mr. Jay Parekh**
Chairman & Managing Director Whole Time Director Chief Financial Officer Chief Executive Officer Company Secretary
DIN: 00053721 DIN: 00041043 Membership No. A47580

Place: Mumbai
Date: February 6, 2021

Place: Mumbai
Date: February 6, 2021

SEVEN ISLANDS SHIPPING LIMITED

Annexure V

Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements

(All amount in Indian rupees millions, unless otherwise stated)

1 Corporate information

Seven Islands Shipping Limited ("the Company" or "SIS") was incorporated on May 2, 2002 as a private Company and was subsequently converted into a public limited Company on June 6, 2003. It is registered under the Directorate General of Shipping, Government of India. The Company is domiciled in India with its registered office at Times Square, Andheri Kurla Road, Andheri (East) - 400059.

The Company is in the business of owning and operating of ocean going ships in the liquid tanker segment both on the Indian coast as well as in international waters.

Restated Ind As summary statements have been approved by Board of directors on 06.02.2021

2 Basis for preparation

The Restated Ind AS Summary Statement of Assets and Liabilities of the Company as at December 31, 2020, March 31, 2020, March 31, 2019 and March 31, 2018, and the Restated Ind AS Summary Statement of Profit & Loss, Restated Ind AS Summary Statement of Changes in Equity, Restated Ind AS Summary Statement of Cash Flows and the summary of Significant Accounting Policies and explanatory notes for nine months period ended Dec 31, 2020 and each year ended March 31, 2020, March 31, 2019 and March 31, 2018, (hereinafter collectively referred to as "Restated Ind AS Financial Information") have been prepared for the purpose of inclusion in the Draft Red Herring Prospectus ('DRHP') in connection with its proposed initial public offering of equity shares of face value of Rs. 10 each of the Company comprising a fresh issue of equity shares and an offer for sale of equity shares held by the selling shareholders (the "Offer"), prepared by the Company in terms of the requirements of:

- a) Sub-section (1) of Section 26 of Chapter III of the Companies Act 2013 (the "Act") and
- b) The Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the SEBI ICDR "Regulations") issued by the Securities and Exchange Board of India ('SEBI') on 11 September 2018 as amended from time to time in pursuance of the Securities and Exchange Board of India Act, 1992.
- c) Guidance Note on Report in company prospectus (Revised 2019) issued by the ICAI (referred to as the Guidance Note).

The Restated Ind AS Summary Statements have been compiled from audited Interim Financial Statements of the Company for the nine month period ended December 31, 2020 and annual financial statements for year ended March 31, 2020, March 31, 2019 and March 31, 2018 prepared by the company in accordance with Indian Accounting Standards ("Ind AS") notified under Section 133 of the Companies Act 2013, read with Companies (Indian Accounting Standards) Rules 2015, Companies (Indian Accounting Standards) Amendment Rules, 2016, as amended.

The Company had prepared its financial statements for all periods in accordance with the Indian Accounting Standards (hereinafter referred to as the 'Ind AS') as notified by Ministry of Corporate Affairs pursuant to section 133 of Companies Act, 2013 ('Act') read with rule 3 of Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules, 2016, as amended thereof.

The Interim financial statements of the Company as at and for nine months ended Dec 31, 2020 have been prepared in accordance with the measurement and recognition principles of Ind AS 34 'Interim Financial Reporting', prescribed under the Section 133 of the Companies Act, 2013 read with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 and Companies (Indian Accounting Standards) Amendment Rules, 2016, as amended.

The restated financial statements have been prepared on a historical cost basis, except for certain financial assets and liabilities are measured at fair value and defined benefit plans-plan assets are measured at Fair value (Annexure XLI)

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:

- i) Expected to be realised or intended to be sold or consumed in normal operating cycle
- ii) Held primarily for the purpose of trading
- iii) Expected to be realised within twelve months after the reporting period, or
- iv) Cash or cash equivalent 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:

- i) It is expected to be settled in normal operating cycle
- ii) It is held primarily for the purpose of trading
- iii) It is due to be settled within twelve months after the reporting period, or
- iv) There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

The Group classifies all other liabilities as non-current.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The group has identified twelve months as its operating cycle.

b Foreign currencies

i Functional and presentation currency

The Company's Ind AS financial statements are presented in Indian Rupee (INR), which is also the Company's functional and presentation currency

ii Transactions and balances

Transactions in foreign currencies are translated into functional currency using the monthly average exchange rates. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the year end exchange rates are recognised in Profit or loss. Non monetary items, which are measured in terms of historical cost denominated in foreign currency, are reported using the exchange rate at the date of transaction.

Exchange differences relating to Long term foreign currency monetary items recognised in the financial statements for the period prior to the first Ind AS reporting period viz. April 01, 2017 are accounted in terms of para D13AA of Ind- AS 101 and accordingly, such differences are added to/deducted from the cost of such capital asset and depreciated over the balance useful life of the asset, in so far as they relate to the acquisition of a depreciable capital asset.

c Property, Plant and Equipment and depreciation

All property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses, if any.

The cost of Property, Plant and equipment comprises its purchase price net of any trade discounts and rebates, any import duties and other taxes (other than those subsequently recoverable from the tax authorities), any directly attributable expenditure including brokerage and start-up costs on making the asset ready for its intended use and other incidental expenses

When significant parts of plant and equipment are required to be replaced at intervals, company depreciates them separately based on their specific useful lives. When major inspection is performed, its cost is recognized in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repairs and maintenance costs are recognized in profit or loss as incurred.

Capital work in progress is stated at cost, net of accumulated impairment losses, if any.

Dry docking is considered as a separate component & when a major inspection/ overhaul is performed, its cost is recognized in the carrying amount of the related fixed asset as a replacement cost if the recognition criteria are satisfied. The cost of such major inspection/ overhaul is depreciated separately over the period of thirty months. Upon next major inspection/ overhaul, the costs of new major inspection/ overhaul are added to the asset's cost and any amount remaining from the previous inspection/ overhaul is derecognized. All other repair and maintenance costs are recognized in profit or loss as incurred.

On transition to Ind AS, the company has elected to continue with the carrying value of all of its property, plant and equipment recognized as at April 1, 2016 measured as per the previous GAAP and use that carrying value as the deemed cost of the Property, Plant and equipment.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

Depreciation on Property, Plant and equipment is provided to the extent of depreciable amount on the Written Down value (WDV) method..

Depreciation is provided based on useful life of the assets as prescribed in Schedule II of the Companies Act, 2013 except in respect of Vessels, where useful life is considered as under based on technical evaluation.

The Company has assessed the following useful life to depreciate and amortize on its property, plant and equipment and intangible assets respectively.

Particulars	Useful Lives of the Assets estimated by the management (years)
Vessel *	Date of built - 23
	Date of acquisition - 10-20
Furniture and Fixture	10
Vehicles	8 and 10
Speed Boat	13
Computer	6
Office Equipment	5
Intangible Asset	10

* Estimated useful life of the vessels is considered from the year of build and the second hand vessels acquired by management are depreciated on the estimation of balance useful life as at the date of acquisition. The balance estimated useful life considered for depreciation of second-hand vessels ranges between 10 to 20 years. Further, Company has decided to value of scrap cost of vessels for the purpose of depreciation based on recent market trends.

Based on internal technical assessment and past experience, Vessels are depreciated over estimated useful lives which are different from the useful life prescribed in Schedule II to the Companies Act, 2013. The management believes that these estimated useful lives are realistic and reflect fair approximation of the period over which the assets are likely to be used.

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on de-recognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

d Intangible assets

Software costs are included in balance sheet as intangible assets and are measured on initial recognition at cost. The cost of intangible asset comprise of the purchase price paid net off taxes. Intangible assets are amortized on a straight line basis over the estimated useful of ten years from the date when the asset is available for use.

The amortization period and the amortization method are reviewed at least at each financial year end. If the expected useful life of the asset is significantly different from previous estimates, the amortization period is changed accordingly. If there has been a significant change in the expected pattern of economic benefits from the asset, the amortization method is changed to reflect the changed pattern.

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 de-recognized.

e Impairment of non financial assets

The Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's (CGU) net selling price and its value in use. The 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. Where 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. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

The Company bases its impairment calculation on detailed budgets and forecast calculations which are prepared separately for each of the Company's cash-generating units to which the individual assets are allocated.

Impairment losses of continuing operations, including impairment on inventories, are recognized in the statement of profit and loss.

After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life.

SEVEN ISLANDS SHIPPING LIMITED

Annexure V

Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements

(All amount in Indian rupees millions, unless otherwise stated)

An assessment is made at each reporting date as to whether there is any indication that previously recognized impairment losses may no longer exist or may have decreased. If such indication exists, the Company estimates the asset's or cash-generating unit's recoverable amount. A previously recognized impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognized. The reversal is limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognized for the asset in prior years. Such reversal is recognized in the statement of profit and loss.

f Inventories

Inventories are carried at lower of cost and net realizable value. Cost is ascertained on first-in-first out basis. The cost includes all costs of purchase and other costs incurred in bringing the inventories to their present location and condition. Net realizable value is the estimated selling prices in the ordinary course of business less estimated cost necessary to make the sale.

g Cash and Cash equivalents

For the purpose of presentation in statement of cash flows, cash and cash equivalents includes cash in hand and at bank in current and foreign currency accounts, deposit held at call with financial institution, other short term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank overdrafts. Bank Overdrafts are netted off from cash and cash equivalents.

h Cash flow statement

Cash flows are reported using the indirect method, whereby profit / (loss) before tax is adjusted for the effects of transactions of non- cash nature and any deferrals or accruals of past or future cash receipts or payments. The cash flows from operating, investing and financing activities of the Company are segregated based on the available information.

i Borrowing cost

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 and are capitalised along with the assets in case of exchange differences relating to Long term foreign currency monetary items recognised in the financial statements for the period prior to the first Ind AS reporting period viz. April 01, 2017, in accordance with para D13AA of Ind- AS 101.

j Lease

The Company lease asset classes consist of leases for premises. The Company, at the inception of a contract, assesses whether the contract is a lease or not lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a time in exchange for a consideration. This policy has been applied to contracts existing and entered into on or after April 1, 2017

Company as a lessee

The Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

Right-of use assets

The Company recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, deferred lease components of security deposits and lease payments made at or before the commencement date less any lease incentives received. Unless the Company is reasonably certain to obtain ownership of the leased asset at the end of the lease term, the recognised right-of-use assets are depreciated on a straight-line basis over the shorter of its estimated useful life and the lease term. Right-of-use assets are subject to impairment.

Lease Liabilities

At the commencement date of the lease, the Company recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

In calculating the present value of lease payments, the Company uses the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the in-substance fixed lease payments or a change in the assessment to purchase the underlying asset.

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.

Lease term

The Company determines the lease term as the non-cancellable term of the lease, together with any periods covered by an option to extend the lease if it is reasonably certain to be exercised, or any periods covered by an option to terminate the lease, if it is reasonably certain not to be exercised.

k Provisions and Contingencies

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. If the effect of the time value of money is material, provisions are discounted using equivalent period government securities interest rate. Unwinding of the discount is recognised in the Statement of Profit and Loss as a finance cost. Provisions are reviewed at each balance sheet date and are adjusted to reflect the current best estimate.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Company or a present obligation that arises from past events where it is either not probable that an outflow of resources will be required to settle or a reliable estimate of the amount cannot be made. Information on contingent liability is disclosed in the Notes to the Ind AS financial statements. Contingent assets are not recognised. However, when the realisation of income is virtually certain, then the related asset is no longer a contingent asset, but it is recognised as an asset.

l 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 ESOPs and bonus issue 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.

Potential equity shares are deemed to be dilutive only if their conversion to equity shares would decrease the net profit per share from continuing ordinary operations. Potential dilutive equity shares are deemed to be converted as at the beginning of the period, unless they have been issued at a later date. The dilutive potential equity shares are adjusted for the proceeds receivable had the shares been actually issued at fair value (i.e. average market value of the outstanding shares). Dilutive potential equity shares are determined independently for each period presented. The number of equity shares and potentially dilutive equity shares are adjusted for share splits / reverse share splits and bonus shares, as appropriate.

m Fair value measurement

The Company measures financial instruments at fair value at each balance sheet date.

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 that can be accessed by the company for the asset or liability.

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.

All assets and liabilities for which fair value is measured or disclosed in the Ind AS financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1 Quoted (unadjusted) market prices in active markets for identical assets or liabilities

Level 2 Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

Level 3 Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the Ind AS financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

n 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.

1 Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the market place (regular way trades) are recognised on the trade date, i.e., the date that the Company commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

i Debt instruments at amortised cost

ii Debt instruments at fair value through other comprehensive income (FVTOCI)

iii Debt instruments, derivatives and equity instruments at fair value through profit or loss (FVTPL)

iv Equity instruments measured at fair value through other comprehensive income (FVTOCI)

i Debt instruments at amortised cost

A 'debt instrument' is measured at the amortised cost if both the following conditions are met:

A) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and

B) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.

This category is the most relevant to the Company. After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised 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 amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss.

ii Debt instrument at FVTOCI

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:

The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

The asset's contractual cash flows represent SPPI.

Debt 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 the other comprehensive income.

However, the company recognizes interest income, impairment losses and reversals and foreign exchange gain or loss in the profit or loss.

SEVEN ISLANDS SHIPPING LIMITED

Annexure V

Significant accounting policies and explanatory notes to Restated Ind AS Summary Statements

(All amount in Indian rupees millions, unless otherwise stated)

iii Debt instrument at FVTPL

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss. However currently the company does not have any financial instruments in this category.

iv Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading 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.

If the company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the group may transfer the cumulative gain or loss within equity.

Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

De-recognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised (i.e. removed from the Companies balance sheet) 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.

On de-recognition, any gains or losses on all debt instruments (other than debt instruments measured at FVOCI) and equity instruments (measured at FVPTL) are recognized in the Statement of Profit and Loss. Gains and losses in respect of debt instruments measured at FVOCI and that are accumulated in are reclassified to profit or loss on de-recognition. Gains or losses on equity instruments measured at FVOCI that are recognized and accumulated in Other Comprehensive Income are not reclassified to profit or loss on de-recognition.

Impairment of financial assets

The company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the following financial assets and credit risk exposure:

- a) Financial assets that are debt instruments, and are measured at amortised cost e.g., loans, debt securities, deposits, trade receivables and bank balance.
- b) Financial assets measured at fair value through other comprehensive income.

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables

The application of simplified approach does not require the Company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the group determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

2 Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as appropriate. All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs. The Company's financial liabilities include trade and other payables, loans and borrowings including bank overdrafts.

Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

Financial liabilities at FVTPL

Financial liabilities at fair value through profit or loss include financial liabilities designated upon initial recognition as at fair value through profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated at the initial date of recognition, and only if the criteria in Ind-AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risk are recognized in Other Comprehensive Income. These gains/ loss are not subsequently transferred to profit or loss. However, the company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognised in the statement of profit or loss.

Financial liabilities at amortized cost

Financial liabilities classified and measured at amortized such as loans and borrowings are initially recognized at fair value, net of transaction cost incurred. After initial recognition, financial liabilities are subsequently measured at amortised cost using the Effective interest rate (EIR) method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised 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 amortisation is included as finance costs in the statement of profit and loss.

De-recognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expired. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

o Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

The Company uses derivative financial instruments, such as interest rate swaps to hedge its foreign currency risks, 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.

p Revenue Recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured based on the consideration to which the Company expects to be entitled in contract with customer. The consideration is determined based on the price specified in the contract, net of volume discounts and rebates. Revenue excludes any taxes or duties collected on behalf of the Government which are levied on sales such as Goods and Services tax.

The Company earns revenue from time and voyage charter.

Time Charter hire earnings are accrued on time proportion basis. Revenue from voyage charters is recognised as income, by reference to the voyage progress on load-to-discharge basis, which has been assessed by management to be an appropriate measure of progress towards complete satisfaction of the performance obligations over time under Ind AS 115. Demurrage earnings are recognised on a proportionate basis when the outcome of service provided can be reliably measured.

Interest income

For all debt instruments measured either at amortised cost, 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. Interest income is included in finance income in the statement of profit and loss.

Insurance claim

Insurance claims are accounted for on the basis of claims admitted / expected to be admitted and to the extent that the amount recoverable can be measured reliably and it is reasonably certain to expect the ultimate collection.

q Taxes on Income

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 directly in equity is recognized in equity and not in the statement of profit and loss.

Pursuant to the introduction of section 115VA under the Income-tax Act, 1961, the Company has opted for computation of its income from shipping activities under the tonnage tax scheme. Thus, income from the business of operating ships is assessed on the basis of the deemed tonnage income of the Company and no deferred tax is applicable to such income as there are no temporary differences.

r Employee Benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. Employee benefits in the form of Seamen's Welfare Contributions are considered as defined contribution plans and the contributions are charged to the Statement of Profit and Loss of the period when the contributions to the respective funds are due. The Company recognizes contribution payable to the provident fund scheme as an expenditure, when an employee renders the related service.

The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method.

The Company has defined benefit plans for its employees, viz., gratuity liability. The costs of providing benefits under this plan is determined on the basis of actuarial valuation at each year-end. Remeasurements, comprising of actuarial gains and losses for the defined benefit plan are recognized in full in the period in which they occur in the statement of other comprehensive income.

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 consolidated statement of profit and loss:

- i) Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- ii) Net interest expense or income

The accumulated leaves at the year end is not carried forward and the entire leave balance gets lapsed. Hence, no provision for leave encashment is provided in the books.

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
Annexure VI

Part A Statement of Restatement Adjustments to Audited Financial Statements

Reconciliation between audited profit and restated profit

	Period Ended December 31, 2020	Year Ended March 31, 2020	Year Ended March 31, 2019	Year Ended March 31, 2018
a Profit after tax (as per audited financial statements)	0.01	798.50	371.04	901.50
b <u>Restatement adjustment on account of Ind AS 116</u>				
i Lease rent expenses	-	-	(18.01)	(17.95)
ii Finance cost (Interest) on lease liability	-	-	3.95	5.16
iii Other Income (interest) on lease deposit	-	-	(6.69)	(6.12)
iv Depreciation right of use assets	-	(4.46)	22.01	22.01
	-	(4.46)	1.26	3.10
Restatement adjustment on account of change in revenue recognition policy for voyage charter	-	-	(18.39)	18.39
c Restated profit after tax (a-b-c)	0.01	802.96	388.16	880.01

Reconciliation between total audited equity and total restated equity

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
A Total Equity as per audited financial statements	931.21	8,009.71	7,211.10	4,866.50
B Material Restatement Adjustments				
(i) Cumulative impact on account of adoption of Ind AS 116	-	-	(4.36)	(3.10)
(ii) Cumulative impact on account of change in revenue recognition policy for voyage charter	-	-	-	(18.39)
Total (B)	-	-	(4.36)	(21.49)
Total Equity as Restated Ind AS Summary Statement of Assets and Liabilities (A+B)	931.21	8,009.71	7,206.74	4,845.01

Part B: Material Regrouping

Appropriate regroupings have been made in the Restated Ind AS Summary Statement of Assets and Liabilities, Restated Ind AS Summary Statement of Profit and Loss and Restated Ind AS Summary Statement of Cash Flows, wherever required, by reclassification of the corresponding items of income, expenses, assets, liabilities and cash flows, in order to bring them in line with the accounting policies and classification as per Ind AS financial information of the Company for the period ended December 31, 2020 prepared in accordance with Schedule III of Companies Act, 2013, requirements of Ind AS 1 and other applicable Ind AS principles and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations 2018, as amended

Part C: Non adjusting items

Audit qualifications for the respective years, which do not require any adjustments in the Restated Consolidated Summary Statements are as follows:

- 1 Auditor's report for the nine period ended December 31, 2020.
Other matters
The interim Ind AS financials statements of the Company for the nine months period ended December 31, 2019, included in these interim Ind AS financials statements, are not audited and have been furnished to us by the management.
- 2 Annexure to auditor's report for the financial year ended March 31, 2020
Clause (vii) (a)
Undisputed statutory dues including provident fund, income-tax, duty of custom, goods and service tax, cess and other statutory dues have generally been regularly deposited with the appropriate authorities though there has been a significant delay in a few cases. The provisions relating to duty of excise, employees' state insurance, sales-tax, value added tax is not applicable to the Company.

Clause (vii) (c)

According to the records of the Company, the dues of service tax on account of dispute, are as follows :

Name of the Statute	Nature of Dues	Amount (Rs.)	Period to which the amount relates	Forum where the dispute is pending	Remarks if any
Finance Act	Service Tax*	96,942,512	2010-11 to 2016-17	Appellate Tribunal	The amount is exclusive of interest and penalty
Finance Act	Service Tax	2,577,154	2012-13	Commissioner of (Appeals)	The amount is exclusive of interest and penalty

*The amount is net of Rs 11.60 millions which has been pre-deposited with the Appellate Tribunal for filing Appeal.

3 Auditor's report for the year ended Mar 31, 2019.

Report on Other Legal and Regulatory Requirements

2 (g) In our opinion, and to the best of our information and according to the explanations given to us, the remuneration paid to the Managing Director and Whole Time Director for the year ended March 31, 2019 is in excess of the limits applicable under section 197 of the Act, read with Schedule V thereto, by Rs 10.80 millions. The Company proposes to obtain approval of the shareholders in a general meeting by way of a special resolution.

Annexure to auditor's report for the financial year ended March 31, 2019

Clause (i) (a)

The Company has maintained proper records showing full particulars, including quantitative details and situation of Property, Plant and Equipment , except for certain components of vessels wherein detailed description and quantity has not been maintained.

Clause (vii) (c)

According to the records of the Company, the dues of service tax on account of dispute, are as follows :

Name of the Statute	Nature of Dues	Amount (Rs.)	Period to which the amount relates	Forum where the dispute is pending	Remarks if any
Finance Act	Service Tax*	31,488,857	2010-11 to 2014-15	Commissioner of Service Tax	The amount is exclusive of interest and penalty
Finance Act	Service Tax	23,048,276	2015-16	Commissioner of Service Tax	The amount is exclusive of interest and penalty
Finance Act	Service Tax	42,405,379	April 2016 - June 17	Commissioner of Central GST and Central Excise	The amount is exclusive of interest and penalty

*The amount is net of Rs. 8.1 millions which has been pre-deposited with the Appellate Tribunal for filing Appeal.

Clause (xi)

According to the information and explanation given by the management, we report that remuneration of the Managing director and whole time director for the year ended Mar 31, 2019 is in excess of the limits applicable under section 197 of the Act, read with Schedule V thereto, by Rs 10.80 millions. We are informed by the management that it proposes to obtain approval of the shareholders in a general meeting by way of a special resolution.

4 Annexure to auditor's report for the financial year ended March 31, 2018

Clause (vii) (a)

Undisputed statutory dues including provident fund, income-tax, service tax, duty of customs, 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. The provisions relating to duty of excise, employees' state insurance , sales-tax, value added tax is not applicable to the Company.

Clause (vii) (c)

According to the records of the Company, the dues of service tax on account of dispute, are as follows :

Name of the Statute	Nature of Dues	Amount (Rs.)	Period to which the amount relates	Forum where the dispute is pending	Remarks if any
Finance Act	Service Tax	39,597,123	2010-11 to 2014-15	Commissioner of Service Tax	The amount is exclusive of interest and penalty
Finance Act	Service Tax	23,048,276	2015-16	Commissioner of Service Tax	The amount is exclusive of interest and penalty

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)

ANNEXURE VII

A Property, plant, equipment

Particulars	Vessels *	Furniture's & fixtures	Motor vehicles	Office equipment	Computers	Speed boat	Total
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Deemed Cost							
At April 01, 2017 (proforma)	7,760.74	1.38	25.06	1.36	0.54	2.09	7,791.17
Additions	1,692.83	0.25	-	2.09	0.37	-	1,695.54
Disposals	(604.28)	-	-	-	-	-	(604.28)
Exchange Differences	6.27	-	-	-	-	-	6.27
At March 31, 2018	8,855.56	1.63	25.06	3.45	0.91	2.09	8,888.70
Additions	3,399.32	-	7.21	1.45	0.62	-	3,408.61
Disposals	(1,786.48)	-	(2.43)	-	-	-	(1,788.91)
Exchange Differences	200.08	-	-	-	-	-	200.08
At March 31, 2019	10,668.48	1.63	29.84	4.90	1.53	2.09	10,708.47
Additions	5,917.45	0.49	17.33	1.62	1.29	-	5,938.18
Disposals	(1,876.59)	-	(3.73)	-	-	(2.09)	(1,882.41)
Exchange Differences	91.81	-	-	-	-	-	91.81
At March 31, 2020	14,801.15	2.12	43.44	6.52	2.82	-	14,856.05
Additions	4,111.42	0.05	8.27	3.11	1.71	-	4,124.56
Disposals	(3,646.51)	-	(6.00)	-	-	-	(3,652.51)
Exchange Differences	2.24	-	-	-	-	-	2.24
At December 31, 2020	15,268.30	2.17	45.71	9.63	4.53	-	15,330.34
Depreciation and Impairment							
At April 01, 2017	535.20	0.16	1.41	0.46	0.12	0.43	537.78
Depreciation charge for the year	905.04	0.34	7.38	0.57	0.18	0.34	913.85
Disposals	(29.70)	-	-	-	-	-	(29.70)
At March 31, 2018	1,410.54	0.50	8.79	1.03	0.30	0.77	1,421.93
Depreciation charge for the year	955.75	0.29	6.10	1.57	0.37	0.17	964.25
Disposals	(522.19)	-	(0.45)	-	-	-	(522.64)
Other adjustments	-	-	-	-	-	-	-
At March 31, 2019	1,844.10	0.79	14.44	2.60	0.67	0.94	1,863.54
Depreciation charge for the year	1,531.62	0.24	7.11	1.30	0.40	-	1,540.67
Disposals	(921.49)	-	(1.14)	-	-	(0.94)	(923.57)
Other adjustments	-	-	-	-	-	-	-
At March 31, 2020	2,454.23	1.03	20.41	3.90	1.07	-	2,480.64
Depreciation charge for the period	2,968.98	0.21	4.65	1.21	0.49	-	2,975.54
Disposals	(1,100.49)	-	(4.65)	-	-	-	(1,105.14)
Other adjustments	-	-	-	-	-	-	-
At December 31, 2020	4,322.72	1.24	20.41	5.11	1.56	-	4,351.04
Net book value							
At March 31, 2018	7,445.02	1.13	16.27	2.42	0.61	1.32	7,466.77
At March 31, 2019	8,824.38	0.84	15.40	2.30	0.86	1.15	8,844.93
At March 31, 2020	12,346.92	1.09	23.03	2.62	1.75	-	12,375.41
At December 31, 2020	10,945.58	0.93	25.30	4.52	2.97	-	10,979.30

*Note: The vessels are hypothecated to the bank for availing loan for purchase of vessel

B Intangible Assets

Particulars	As at			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Deemed cost - Computer software				
Opening balance	6.13	4.24	3.08	1.98
Additions	3.64	1.89	1.16	1.10
Disposals	-	-	-	-
	9.77	6.13	4.24	3.08
Amortisation and impairment				
Opening balance	1.34	0.85	0.46	0.18
charge for the period	0.61	0.49	0.39	0.28
Disposals	-	-	-	-
	1.95	1.34	0.85	0.46
Net book value	7.82	4.79	3.39	2.62

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)

ANNEXURE VIII

Tax assets (net)

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Advance Income Tax (net of provision for taxation)	155.64	80.68	53.16	12.65
	155.64	80.68	53.16	12.65

Notes:

- i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.
i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE IX

Other Financial Assets

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Non Current				
Deposits with remaining maturity more than twelve months	260.70	30.87	0.67	0.90
Employee advances	-	-	-	0.70
Security deposits				
Unsecured, considered good	-	-	-	-
Others	-	0.05	0.40	1.46
Related parties	84.18	138.25	77.59	70.90
	344.88	169.17	78.66	73.96
Current				
Security deposits				
Unsecured, considered good				
Others	1.04	0.99	1.08	-
Related parties	63.44	-	-	-
Employee advances	2.98	3.25	3.04	0.35
Insurance claim receivable	-	-	80.69	604.41
Interest accrued but not due on Fixed Deposits	19.67	27.54	10.91	5.09
Other receivables	0.01	0.01	0.01	5.89
	87.14	31.79	95.73	615.74
	432.02	200.96	174.39	689.70

Notes:

- i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.
i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE X

Inventories

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Bunker*	122.87	126.12	54.39	127.20
Lube Oil*	76.61	75.92	43.87	61.56
Other Inventories*	5.35	7.63	5.68	4.34
	204.83	209.67	103.94	193.10

*The above closing stock represents inventory maintained on the vessels of the Company

Notes:

- i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.
i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)

ANNEXURE XI

Investments

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
Investment in Liquid Mutual Funds (FVTPL)- Quoted				
Aditya Birla Sun Life Liquid Fund - Growth-Regular Plan	60.73	-	-	-
Axis Liquid Fund - Regular Growth	71.49	-	-	-
Axis Overnight Fund Growth	100.11	-	-	-
Canara Robeco Liquid Fund Regular Growth	71.37	-	-	-
Canara Robeco saving funds -Regular daily dividend	-	-	20.12	-
Canara Robeco Mutual Fund Collection	350.60	-	-	-
HDFC Overnight Fund Regular Plan - Growth	71.27	-	-	-
ICICI Prudential Liquid Fund - Growth	60.73	-	-	-
Kotak Liquid Fund Regular Plan Growth	60.72	-	-	-
SBI Overnight Fund Regular Growth	76.39	-	-	-
	923.41	-	20.12	-
	As at December 31, 2020 no. of units	As at March 31, 2020 no. of units	As at March 31, 2019 no. of units	As at March 31, 2018 no. of units
Investment in Liquid Mutual Funds (FVTPL)- Quoted				
Aditya Birla Sun Life Liquid Fund - Growth-Regular Plan	185,819.76	-	-	-
Axis Liquid Fund - Regular Growth	31,696.52	-	-	-
Axis Overnight Fund Growth	92,723.10	-	-	-
Canara Robeco Liquid Fund Regular Growth	29,244.00	-	-	-
Canara Robeco saving funds -Regular daily dividend	-	-	1,961,330.53	-
Canara Robeco Mutual Fund Collection	10,661,769.72	-	-	-
HDFC Overnight Fund Regular Plan - Growth	23,612.26	-	-	-
ICICI Prudential Liquid Fund - Growth	201,919.20	-	-	-
Kotak Liquid Fund Regular Plan Growth	14,775.00	-	-	-
SBI Overnight Fund Regular Growth	23,181.76	-	-	-

Notes:

i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.

i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE XII

Trade Receivables and Contract Assets

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
Trade Receivables				
Secured, considered good	-	-	-	-
Unsecured, considered good	730.43	663.49	263.78	354.74
Trade Receivables, which have significant increase in credit risk	53.53	10.00	26.06	23.32
Impairment allowance based on expected credit loss	(53.53)	(10.00)	(26.06)	(23.32)
	730.43	663.49	263.78	354.74

Notes:

i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.

i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

i Set out below the movement in the allowance for expected credit losses of trade receivables

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
At the beginning of the year	10.00	26.06	23.30	-
Provision made/reversal during the period/year at the end of period/year	43.53	(16.06)	2.76	23.32
	53.53	10.00	26.06	23.32

Contract assets

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
At the beginning of the year	-	-	21.50	-
Creation/reversal during the period/year at the end of period/year	17.61	-	(21.50)	21.50
	17.61	-	-	21.50

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)
ANNEXURE XIII
Cash and Cash Equivalents

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Balance with banks				
On current accounts	2,242.42	420.12	78.86	30.25
Deposits with original maturity of less than three months	41.05	228.72	1,999.00	-
Cash on hand	5.61	6.55	4.26	3.57
	2,289.08	655.39	2,082.12	33.82

Notes:

i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.

i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE XIV
Other Bank Balances

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Deposits with remaining maturity less than twelve months	1,431.31	1,598.86	387.23	273.66
Deposits with remaining maturity more than twelve months	260.70	30.87	0.67	0.90
	1,692.01	1,629.73	387.90	274.56
Amount Disclosed under Other Financial Assets (Annexure IX)	(260.70)	(30.87)	(0.67)	(0.90)
	1,431.31	1,598.86	387.23	273.66

Notes:

i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.

i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE XV
Other Assets

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Non Current				
Capital advances				
Secured, considered good	-	-	0.42	8.32
Unsecured, considered good	198.41	-	-	-
	198.41	-	0.42	8.32
Current				
Secured, considered good	-	-	-	-
Unsecured, considered good				
Advance to Suppliers	104.46	249.47	94.50	101.78
Share Issue Expenses	-	-	-	41.64
Balance with statutory authorities	329.99	363.53	160.48	46.00
Prepaid Expenses	18.18	17.69	16.19	17.46
Other advances	2.58	1.57	1.57	1.59
	455.21	632.26	272.74	208.47
	653.62	632.26	273.16	216.79

Notes:

i The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.

i The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

ANNEXURE XVI
Equity Share Capital

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	No. of shares	Rs. in Millions	No. of shares	Rs. in Millions	No. of shares	Rs. in Millions	No. of shares	Rs. in Millions
AUTHORIZED SHARES								
6,00,00,000 Equity Shares of Rs. 10/- each.	60,000,000	600.00	60,000,000	600.00	60,000,000	600.00	60,000,000	600.00
	60,000,000	600.00	60,000,000	600.00	60,000,000	600.00	60,000,000	600.00

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions	No. of shares	Amount Rs. in Millions
Balance at the beginning of year	57,227,550	572.28	57,227,550	572.28	47,689,625	476.90	6,698,100	66.98
Add: Shares Issued during the year	-	-	-	-	9,537,925	95.38	40,991,525	409.92
Balance at the end of the year	57,227,550.00	572.28	57,227,550.00	572.28	57,227,550.00	572.28	47,689,625.00	476.90

- a) The Company has only one class of Equity shares having a face value of Rs 10 each. Each holder of equity shares is entitled to one vote per share. In the event of liquidation, the equity shareholders are eligible to receive remaining assets of the Company after distribution of all preferential amounts in proportion to their shareholdings.
- b) **Aggregate number of bonus shares issued, shares issued for consideration other than cash during the period of five years immediately preceding the reporting date**

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	No. of Shares	No. of Shares	No. of Shares	No. of Shares	No. of Shares	No. of Shares	No. of Shares	No. of Shares
Equity shares allotted as fully paid bonus shares by capitalization of securities premium	-	-	-	-	-	-	-	40,791,600
In addition, the Company has issued total 199,925 shares on exercise of options granted under the employee stock option plan (ESOP) wherein part consideration was received in form of employee services.	-	-	-	-	-	-	-	199,925
	-	-	-	-	-	-	-	40,991,525

- c) **Details of shareholding more than 5% equity shares in the Company**

Name of the shareholder	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	No. of Shares	% holding	No. of Shares	% holding	No. of Shares	% holding	No. of Shares	% holding
Mr. T.W. Pinto	24,996,200	44%	24,996,200	44%	25,713,600	45%	29,999,200	63%
M/s FIIH Mauritius Investments Limited	27,777,650	49%	27,777,650	49%	23,709,575	41%	-	0%
Mrs. Leena Pinto	4,190,500	7%	4,190,500	7%	4,311,000	8%	5,029,500	11%
M/s Wayzata III Indian Ocean Ltd.	-	0%	-	0%	-	0%	9,167,550	19%
Clipper Marine & Investment Ltd.	-	0%	-	0%	2,525,950	4%	2,525,950	5%

As per records of the Company, including its register of shareholders/ members and other declarations received from shareholders regarding beneficial interest, the above shareholding represents both legal and beneficial ownerships of shares.

Notes:

- i) The figures disclosed above are based on the Restated Summary of Assets and Liabilities of the Company
ii) The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI

- e) **Distribution made and proposed**

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Cash dividends on equity shares declared and paid:								
Final dividend for the year ended on 31 March 2017: INR 5.25 per	-	-	-	-	-	-	-	35.69
DDT on final dividend	-	-	-	-	-	-	-	7.27
	-	-	-	-	-	-	-	42.96

ANNEXURE XVII
Other Equity

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
General reserve	1,108.53	939.93	861.33	677.33				
Tonnage tax reserve under section 115VT of the Income Tax Act, 1961	245.37	168.60	78.60	184.00				
Securities premium	2,432.01	2,432.01	2,432.01	553.30				
Surplus/ (deficit) in the statement of profit and loss	4,845.50	3,896.20	3,261.84	2,952.28				
Other comprehensive income	(4.78)	0.69	0.68	1.20				
	8,626.63	7,437.43	6,634.46	4,368.11				

Nature and purpose of Reserves

Security Premium

Securities premium is used to record the premium received on issue of shares. It is utilised in accordance with the provisions of the Companies Act, 2013

General Reserve

General reserve is used for utilisation of tonnage tax reserve for appropriate purposes and are available for distribution to Shareholders

Retained earnings

Retained earnings represents surplus/ accumulated earnings of the company and are available for distribution to shareholders.

Tonnage Reserve

Tonnage Tax Reserve created as per the provisions of the Section 115VT of the Income-tax Act, 1961, whereby a minimum of 20% of book profits from the tonnage tax activities are to be utilised for acquiring new vessels within 8 years.

Notes:

- i) The figures disclosed above are based on the Restated Summary of Assets and Liabilities of the Company
ii) The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)

ANNEXURE XVIII
Borrowing

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
Non- Current Borrowing				
Secured term loan				
- Indian rupee term loans from banks	4,490.83	4,055.29	2,124.82	702.15
- Foreign currency loan from banks	2,720.70	3,123.51	2,541.17	3,419.53
Less :Current maturities of long-term borrowings clubbed under other financial liabilities.(Annexure XIX)	(1,514.17)	(1,710.14)	(1,131.52)	(1,118.64)
	5,697.36	5,468.66	3,534.47	3,003.04
Current borrowings				
Bank overdraft (Secured)	916.58	113.02	-	-
	916.58	113.02	-	-
	6,613.94	5,581.68	3,534.47	3,003.04

- a) Secured Term Loan is repayable in 22 to 23 quarterly instalments after three to six months of moratorium period from the date of disbursement.
b) Foreign currency term loan carries interest rate of LIBOR plus 250 to 350 basis point and Indian rupee term loan from bank carries interest @ 7.25 % p.a. to 9.05% p.a.
c) All the term loans are secured by way of hypothecation of the Vessels.
d) All the Rupee term loan & Foreign Currency term loan has been guaranteed by the personal guarantee by the directors.

Bank overdraft interest rate ranges from 8.75% was 13.95%, the borrowing is against lien of Fixed deposits. It is repayable on demand.

f) Term of repayment and interest are as follows

Description	ROI	Balance instalments as on 31.12.2020	Year of Maturity FY Ending	Amount outstanding	Amount outstanding	Amount outstanding	Amount outstanding
				31.12.2020 Rs. in Millions	31.03.2020 Rs. in Millions	31.03.2019 Rs. in Millions	31.03.2018 Rs. in Millions
Term Loan - M.T. Victory	13.40%	-	-	-	-	-	69.97
Term Loan - M.T. Oaktree	13.15%	-	-	-	-	-	184.28
Foreign currency term loan - M.T. Agility	LIBOR + 250 basis points	-	-	-	32.74	139.78	250.54
Foreign currency term loan - M.T. Saffron	LIBOR + 350 basis points	-	-	-	-	-	535.18
Foreign currency term loan - M.T. Crimson	LIBOR + 350 basis points	-	-	-	184.14	368.19	527.40
Foreign currency term loan - M.T. Meadows	LIBOR + 350 basis points	-	-	-	-	236.44	322.63
Foreign currency term loan - M.T. Lavails	LIBOR + 350 basis points	-	-	-	527.08	799.07	963.93
Foreign currency term loan - M.T. Windsor	LIBOR + 250 basis points	-	-	-	-	288.83	363.60
Foreign currency term loan - M.T. Genessa	LIBOR + 250 basis points	-	-	-	-	-	456.25
Foreign currency term loan - M.T. Courage	LIBOR + 250 basis points	16	2024	344.64	440.53	475.63	-
Foreign currency term loan - M.T. Elegant	LIBOR + 250 basis points	15	2024	157.71	205.88	233.22	-
Term loan - M.T. Abalone	9.05%	17	2025	338.41	397.77	436.81	-
Term Loan - M.T. Harmony	9.00%	15	2024	264.76	317.42	387.50	-
Term Loan - M.T. Kestrel	9.05%	17	2025	353.79	415.87	456.69	-
Term Loan - M.T. Loyalty	9.00%	15	2024	298.74	358.16	437.29	-
Term Loan - M.T. Seagull	8.75%	-	2024	-	325.72	406.54	447.90
Term Loan - M.T. Gallant	8.95%	18	2026	390.97	455.85	-	-
Term Loan - M.T. Success	8.95%	19	2026	472.60	546.76	-	-
Term Loan - M.T. Coronet	61.75%	132	2026	416.34	496.84	-	-
Term Loan - M.T. Blossom	8.50%	20	2026	330.43	377.35	-	-
Term Loan - M.T. Dynasty	8.50%	20	2026	354.30	407.14	-	-
Foreign currency term loan - M.T. Feather	LIBOR + 275 basis points	19	2026	387.52	461.28	-	-
Foreign currency term loan - M.T. Patriot	LIBOR + 275 basis points	19	2026	412.15	524.17	-	-
Foreign currency term loan - M.T. Pelican	LIBOR + 250 basis points	18	2026	205.44	261.07	-	-
Foreign currency term loan - M.T. Sparkle	LIBOR + 250 basis points	18	2026	343.76	443.03	-	-
Foreign currency term loan - M.T. Lavails	LIBOR + 285 basis points	12	2020	601.20	-	-	-
Foreign currency term loan - M.T. Lourdes	LIBOR + 270 basis points	22	2026	268.26	-	-	-
Term Loan - M.T. Concord	7.25%	22	2026	1,270.51	-	-	-
				7,211.53	7,178.80	4,665.99	4,121.68
Less: Shown in current maturities of Long term borrowings				1,514.17	1,710.14	1,131.52	1,118.64
				5,697.36	5,468.66	3,534.47	3,003.04

ANNEXURE XIX
Other Financial Liabilities

	As at December 31, 2020 Rs. in Millions	As at March 31, 2020 Rs. in Millions	As at March 31, 2019 Rs. in Millions	As at March 31, 2018 Rs. in Millions
Non-Current				
Lease liability (Annexure XXXIII)	50.82	65.60	21.65	36.16
	50.82	65.60	21.65	36.16
Current				
Current maturities of long-term borrowings (Annexure XVIII)	1,514.17	1,710.14	1,131.52	1,118.64
Financial liabilities at fair value through profit and loss				
Derivatives not designated as hedges	201.06	414.79	13.29	-
Interest Accrued But not Due on Secured Loan	9.18	7.27	6.63	3.70
Accrued processing fees	-	5.93	6.75	-
Salary payable	101.91	88.27	53.22	57.28
Capital creditors	10.50	52.22	20.15	52.76
Lease liability (Annexure XXXIII)	24.36	29.98	14.51	14.06
	1,861.18	2,308.60	1,246.07	1,246.44

Notes:

The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.
The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

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SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements
(All amount in Indian rupees millions, unless otherwise stated)

ANNEXURE XX
Provisions

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Current			-	
Gratuity Provision (net)	8.43	2.49	2.53	2.64
Provision for Gratuity payable to Seamens	0.79	0.12	0.09	1.46
	9.22	2.61	2.62	4.10

Notes:

The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company
The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI

ANNEXURE XXI
Trade payables

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Trade payables				
- Total outstanding dues of micro enterprises and small enterprises (Annexure XLIII)	-	-	-	-
- Total outstanding dues of creditors other than micro enterprises and small enterprises	260.59	554.88	225.64	203.07
Payable to related parties (Annexure XXXVII)	0.25	-	0.08	0.03
	260.84	554.88	225.72	203.10

Refer annexure XLV for information about liquidity risk of trade payable.

Notes:

The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company
The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI

ANNEXURE XXII
Other current liabilities

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Current				
Statutory dues	27.50	29.60	22.79	18.66
	27.50	29.60	22.79	18.66

Notes:

The figures disclosed above are based on the Restated Summary Statements of Assets and Liabilities of the Company.
The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI

Annexure XXIII

Revenue from contracts with customer

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020 Rs. in Millions	March 31, 2019 Rs. in Millions	March 31, 2018 Rs. in Millions
Time Charter - Charter hire	3,732.37	4,317.29	3,002.23	2,820.05
Voyage Charter - Freight and demurrage	2,815.26	2,792.97	1,673.59	1,306.25
	6,547.63	7,110.26	4,675.82	4,126.30
India	5,569.59	6,444.36	4,642.21	4,034.87
Outside India	978.04	665.90	33.61	91.43
	6,547.63	7,110.26	4,675.82	4,126.30

Contract balances

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020 Rs. in Millions	March 31, 2019 Rs. in Millions	March 31, 2018 Rs. in Millions
Trade receivable	730.43	663.49	263.78	354.74
Contract assets	17.61	-	-	21.50
Contract liabilities	10.58	-	-	-

Notes:

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXIV

Other operating income

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020 Rs. in Millions	March 31, 2019 Rs. in Millions	March 31, 2018 Rs. in Millions
Sale of scrap	-	-	-	4.95
	-	-	-	4.95

Notes:

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
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Annexure XXV

Other Income

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020 Rs. in Millions	March 31, 2019 Rs. in Millions	March 31, 2018 Rs. in Millions
Income from investments	14.17	7.22	0.05	-
Insurance claim	4.46	35.20	-	-
Interest on Lease deposit	9.38	9.43	6.69	6.12
Exchange differences (net)	45.50	-	-	-
Interest on fixed deposit	67.87	117.50	20.47	13.57
Fair value gain on financial instruments at fair value	194.63	-	-	-
Interest on income tax refund	-	-	-	0.59
Profit on Sale of Asset	540.00	-	-	-
Other Income	2.00	-	0.19	0.10
	878.01	169.35	27.40	20.38

Notes:

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXVI**Purchase of fuel oil and other inventories**

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Purchase of bunkers	451.78	788.24	690.52	354.94
Purchase of lube oil	90.75	167.38	123.11	123.75
Purchase of other inventories	10.85	16.60	15.92	13.11
	553.38	972.22	829.55	491.80

Notes:

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXVII**Operating expenses**

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Crew Charges	802.89	956.07	696.66	598.14
Port Expenses	226.49	502.54	384.87	289.26
Stores & spares consumed	149.69	211.53	130.61	103.08
Insurance Charges	84.95	116.22	96.72	90.73
Repairs & Maintenance of ships	61.73	111.38	75.92	79.44
Survey & Certification	56.81	70.20	48.37	31.73
Agency Fees	6.31	9.78	9.24	6.10
Freight and Octroi charges	396.94	300.45	129.13	38.59
Other operating expenses	147.22	179.40	94.38	66.35
	1,933.03	2,457.57	1,665.90	1,303.42

Notes

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXVIII**(Increase)/ decrease in inventories**

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Inventories at the end of the year				
Bunkers	122.87	126.12	54.39	127.20
Lube oil	76.61	75.92	43.87	61.56
Others	5.35	7.63	5.68	4.34
	204.83	209.67	103.94	193.10
Inventories at the beginning of the year				
Bunkers	126.12	54.39	127.20	134.75
Lube oil	75.92	43.87	61.56	58.58
Others	7.63	5.68	4.34	5.59
	209.67	103.94	193.10	198.92
	4.84	(105.73)	89.16	5.82

Notes

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXIX**Employee benefit expenses***

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Salaries and bonus	115.96	123.51	71.73	67.08
Directors remuneration	41.71	55.62	55.62	56.04
Contribution to provident fund	1.24	1.31	0.90	0.94
Employee stock option scheme (Annexure XLVI)	-	-	-	17.32
Gratuity expense (Annexure XXXVI)	1.52	1.26	1.11	2.33
Staff welfare expenses	2.84	5.70	2.63	2.79
Total	163.27	187.40	131.99	146.50

*Refer Annexure XXXVII for related party transactions

Notes

- The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXX**Depreciation and amortization expense**

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020	March 31, 2019	March 31, 2018
Depreciation of property, plant and equipment	2,975.45	1,540.76	964.35	913.91
Amortization of intangible assets	0.62	0.49	0.39	0.28
Depreciation of Right of use of assets	33.97	28.83	22.01	22.01
	3,010.04	1,570.08	986.75	936.20

Notes:

- i) The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- ii) The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXXI**Finance costs**

	December 31, 2020	For the period/year ended		
	Rs. in Millions	March 31, 2020	March 31, 2019	March 31, 2018
Interest on term loan	265.65	360.10	272.65	275.52
Interest on Lease liability	7.77	4.15	3.95	5.15
Bank charges	30.88	34.31	0.27	6.62
Interest on unsecured loan	-	8.00	-	-
Interest on bank overdraft facility	7.26	31.20	26.19	0.14
	311.56	437.76	303.06	287.43

Notes

- i) The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- ii) The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXXII
Other expenses*

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Rent	1.70	3.97	0.31	2.25
Rates and taxes	87.43	74.28	1.50	5.47
Fair value loss on financial instruments at fair value	-	401.50	13.29	-
Legal and professional fees	46.70	61.15	34.04	15.16
Business promotion expenses	1.97	6.72	10.49	7.77
Office utility expenses	8.46	14.78	6.79	5.24
Corporate social responsibility expenditure (note b)	4.62	5.12	3.35	3.74
Travelling and conveyance	4.35	18.68	17.78	10.14
Communication expenses	1.57	3.28	2.32	2.12
Payment to auditor (Note a)	3.77	2.55	3.20	3.10
Impairment allowance on receivable	43.50	10.03	18.25	23.32
Bad debts	3.10	43.90	13.84	-
Repairs & Maintenance - plant & machinery	3.28	3.57	2.78	2.18
Loss on sale of Assets	-	9.87	25.48	-
Directors' sitting fees	0.42	0.54	0.77	1.20
Exchange differences (net)	-	167.56	46.02	3.67
Insurance - written off	-	66.49	35.26	-
Miscellaneous expenses	11.78	18.72	51.35	6.78
	222.65	912.71	286.82	92.14

*Refer Annexure XXXVII for related party transactions

(a) Payment to auditor

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Payment to auditor as:-				
- Statutory Auditor	3.77	2.55	2.00	3.10
- for taxation matters	-	-	-	-
- for other services	-	-	1.20	-
Total	3.77	2.55	3.20	3.10

(b) Details of corporate social responsibility expenditure

	For the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
a) Gross amount required to be spent by the Company during the year	18.80	15.96	20.17	17.47
(b) Amount spent during the year ending on	In cash	In cash	In cash	In cash
	December 31, 2020	March 31, 2020	March 31, 2019	
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
i) Construction / acquisition of any asset	-	-	-	-
ii) On purposes other than (i) above	4.62	5.12	3.35	3.74

Notes

- i) The figures disclosed above are based on the Restated Summary Statement of Profit and Loss of the Company.
- ii) The above statement should be read with the notes to the Restated Summary Statements as appearing in Annexure V and Statement of Restatement Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure XXXIII

Leases - Ind AS 116

The Company has entered into non cancellable commercial leases for office premises and warehouses. These leases have an average life of between three and five years with no renewal option included in the contracts. There are no restrictions placed upon the Company by entering into these leases. Rent and Security Deposit is paid by the Company to the lessor for the right to use the office premises leased along with facilities and other amenities also the Company has paid rent and security deposit for godowns. The Company's obligations under its leases are secured by the lessor's title to the leased assets. Generally, the Company is restricted from assigning and subleasing the leased assets.

The Company has applied the available practical expedients wherein it:

- Used a single discount rate to a portfolio of leases with reasonably similar characteristics.

Set out below are the carrying amounts of right-of-use assets recognised and the movements during the period:

	Times Square , 8th Floor Premises 3A	Times Square , 7th Floor Premises 3A(I)	Times Square , 8th Floor Premises 3B	Times Square , 8th Floor Premises 4	Godown 1	Godown 2	Total
As at April 01, 2017	-	-	38.69	51.73	1.20	1.60	93.22
Addition	-	-	-	-	-	-	-
Depreciation expense	-	-	(8.00)	(12.93)	(0.31)	(0.77)	(22.01)
As at March 31 2018	-	-	30.69	38.80	0.89	0.83	71.21
Addition	-	-	-	-	-	-	-
Depreciation expense	-	-	(8.00)	(12.93)	(0.31)	(0.77)	(22.01)
As at March 31 2019	-	-	22.69	25.87	0.58	0.06	49.20
Addition	55.40	55.40	-	-	-	-	110.80
Depreciation expense	(4.62)	(5.47)	(6.64)	(11.73)	(0.31)	(0.06)	(28.83)
As at March 31, 2020	50.78	49.93	16.05	14.14	0.27	-	131.17
Additions	-	-	-	-	-	-	0.00
Depreciation expense	(8.31)	(8.31)	(7.42)	(9.70)	(0.23)	-	(33.97)
As at December 31, 2020	42.47	41.62	8.63	4.44	0.04	0.00	97.20

Set out below are the carrying amounts of lease liabilities and the movements during the period:

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
Opening	95.58	36.16	50.22	-
Additions	-	81.89	-	63.01
Accrued Interest	7.77	4.15	3.95	5.15
Payments	(28.17)	(26.62)	(18.01)	(17.95)
Closing balance	75.18	95.58	36.16	50.22
Current	24.36	29.98	14.51	14.06
Non-current	50.82	65.60	21.65	36.16

Amount recognised in profit or loss

	For the period ended December 31, 2020	For the year ended March 31, 2020	For the year ended March 31, 2019	For the Year ended March 31, 2018
Depreciation expense of right-of-use assets	33.97	28.83	22.01	22.01
Interest expense on lease liabilities	7.77	4.15	3.95	5.15
Interest Income, interest on lease deposit *	(9.38)	(9.43)	(6.69)	(6.12)
Total amount recognised in profit or loss	32.36	23.55	19.27	21.04

* assumed interest rate @ 9% p.a.

Annexure XXXIV
Earnings per share (EPS)

The following reflects the profit and share data used in the basic and diluted EPS computations:

	For the period ended December 31, 2020	For the year ended March 31, 2020	For the year ended March 31, 2019	For the Year ended March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Profit/ (loss) after tax	1,194.67	802.96	388.16	880.01
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
Weighted average number of equity shares in calculating basic EPS				
Weighted average number of shares outstanding as at year end	57,227,550	57,227,550	47,768,019	47,567,530
Earnings per share				
Basic & Diluted (not annualised for December 31, 2020)	20.88	14.03	8.13	18.50

Annexure XXXV
Commitments and Contingencies
Contingent liabilities

	As at December 31, 2020	As at March 31, 2020	As at March 31, 2019	As at March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Claims against the Company not acknowledged as debts inclusive of the penalty and interest*	153.60	153.60	105.00	62.65
Guarantees #	4.80	4.80	1.30	-
Total	158.40	158.40	106.30	62.65

* **The claims against the comprise:**

Service Tax demand disputed by the Company, the above amounts are inclusive of interest and penalty upto the date of the notice. The Company is confident that the action will succeed and accordingly no provision for liability has been recognized in the financial statements.

Guarantees given by the Company comprise:

These guarantees are given to Mumbai port trust and seamen employee office.

Annexure XXXVI

Gratuity

The Company has a defined benefit gratuity plan for its employees. Every employee who has completed five years of service or more gets a gratuity on resignation or death or retirement at 15 days of last drawn salary for each completed year of service. The gratuity plan of the Company is funded through group gratuity insurance scheme of Life Insurance Corporation of India

Each year, the Company reviews the level of funding in the gratuity plan. Such a review includes the asset-liability matching strategy and investment risk management policy. The Company decides its contribution based on the results of this annual review. The Company aims to keep annual contributions relatively stable at a level such that no plan deficits (based on valuation performed) will arise.

The following tables summarize the components of net benefit expense recognized in the Statement of profit and loss and the funded status and amounts recognized in the Balance sheet for the respective plans.

Net employee benefit expense recognized in employee cost

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Current service cost	1.43	1.23	0.96	0.89
Net Interest	0.10	0.13	0.14	0.16
Past service cost	-	-	-	1.18
Net benefit expense	1.52	1.35	1.11	2.24

Other Comprehensive Income

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Actuarial (Gain)/Loss recognized for the year	5.30	(0.18)	0.27	(1.65)
Return on Plan Assets excluding net interest	0.17	0.06	0.07	0.04
Re-measurement gains/(loss) on defined benefit plans	5.46	(0.12)	0.35	(1.60)

Balance sheet

Benefit asset/ (liability)

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Present value of defined benefit obligation	(14.54)	(8.88)	(7.61)	(6.27)
Fair value of plan assets	6.11	6.38	5.09	3.63
Plan asset/ (liability)	(8.43)	(2.49)	(2.53)	(2.64)
	8.43	2.49	2.53	2.64
	-	-	0.00	(0.00)

Changes in the present value of the defined benefit obligation are as follows:

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Opening defined benefit obligation	8.88	7.60	6.46	5.45
Current service cost	1.43	1.23	0.96	0.88
Interest cost	0.40	0.52	0.47	0.38
Past service cost	-	-	-	1.18
Benefits paid	(1.46)	(0.29)	(0.65)	-
Actuarial (gain)/loss on obligation	5.30	(0.18)	0.37	(1.65)
Closing defined benefit obligation	14.54	8.88	7.61	6.27

Changes in fair value of plan assets

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Opening fair value of plan assets	6.38	5.10	3.63	3.05
Interest Income	0.30	0.39	0.32	0.22
Contributions by employer	1.05	1.25	1.88	0.40
Benefits paid	(1.46)	(0.29)	(0.65)	-
Actuarial gain/(loss)	(0.17)	(0.06)	(0.07)	(0.04)
Closing fair value of plan assets	6.11	6.38	5.09	3.63

Sensitivity Analysis

Significant actuarial assumptions for the determination of the defined benefit obligation are discount rate and expected salary increase. The sensitivity analyses below have been determined based on reasonably possible changes of the respective assumptions occurring at the end of the reporting year, while holding all other assumptions constant.

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Present value of obligation				
Discount rate (increase by 1%)	(0.89)	(0.84)	(0.72)	(0.61)
Discount rate (decrease by 1%)	1.00	0.94	0.80	0.68
Salary Escalation(increase by 1%)	0.55	0.92	0.79	0.67
Salary Escalation(decrease by 1%)	(0.53)	(0.85)	(0.74)	(0.63)

The sensitivity analysis presented above may not be representative of the actual change in the defined benefit obligation as it is unlikely that the change in assumptions would occur in isolation of one another as some of the assumptions may be correlated.

Furthermore, in presenting the above sensitivity analysis, the present value of the defined benefit obligation has been calculated using the projected unit credit method at the end of the reporting year, which is the same as that applied in calculating the defined benefit obligation recognised in the balance sheet.

There was no change in the methods and assumptions used in preparing the sensitivity analysis from prior years.

The principal assumptions used in determining gratuity for the Company's plans are shown below:

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
Discount rate	5.49%	6.55%	7.60%	7.60%
Rate of increase in compensation level	7.00%	7.00%	7.00%	7.00%
Expected rate of return on assets	8.00%	8.00%	8.00%	8.00%
Employee turnover	12.00%	12.00%	12.00%	12.00%

Experience adjustment for current and previous years:

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Defined benefit obligation	14.54	8.88	7.61	6.27
Plan assets	6.11	6.38	5.09	3.63
Surplus/ (deficit)	(8.43)	(2.49)	(2.53)	(2.64)
Experience adjustments on plan liabilities	5.30	(0.18)	0.37	(1.65)
Experience adjustments on plan assets	0.17	0.06	0.07	0.04

Estimate of future salary increases, considered in actuarial valuation, takes account of inflation, seniority, increments and other relevant factors, such as supply and demand in employment market

The Company's gratuity fund is managed by Life Insurance Corporation of India. The plan assets under the fund are deposited under approved securities.

The Company expects to contribute Rs.1.20 Millions to gratuity in the next year. (March 31, 2020 Rs. 1.236 Millions, March 31 2019 Rs. 1.30 Millions, March 31, 2018 Rs. 1.9 Millions)

Annexure XXXVII

Related party disclosures

a. Names of related parties and related party relationship

Name of the party	Description of relationship
M/s Seven Islands Logistics Private Limited	Enterprise over which key management personnel and their relatives have significant influence.
Dr. Pinto's Pathological Laboratory	Enterprise over which key management personnel and their relatives have significant influence.
Parsatwar & Co.	Enterprise over which directors and their relatives have significant influence.
Seven Islands Shipping Foundation	Enterprise over which directors have significant influence.
Key managerial personnel / Directors	
Capt. Thomas W. Pinto	Chairman & Managing Director
Ms. Leena Pinto	Whole Time Director
Mr. Clayton Pinto (w.e.f July 01, 2020)	Chief Executive Officer
Mr. Ashok Raja (upto July 1, 2019)	Chief Executive Officer
Mr. Sujit Parsatwar	Director
Jay Parekh (w.e.f. August 1, 2017)	Company Secretary
Ms. Priyanka Sarda (upto July 31, 2017)	Company Secretary
Mr. Warren Pinto	Chief Financial Officer
Mr. M. D. Mallya (upto November 25, 2018)	Independent Director
Mr. Madhukar Kamath	Independent Director
Mr. Ravi Lekharajani (upto March 29, 2019)	Nominee Director
Mr. Kin Rodrigues (upto June 18, 2018)	Independent Director
Mr. Uday Gore	Independent Director
Mr. John Prasad Menezes	Independent Director
Mr. Sumit Maheshwari	Nominee Director
Mr. Darshan Upadhyay	Independent Director
Relatives of key managerial personnel / directors	
Mr. Clayton Pinto	Son of Capt. Thomas W. Pinto
Mr. Sunny Pinto	Brother of Capt. Thomas W. Pinto

b. Related party transactions

The following table provides the total amount of transactions that have been entered into with related parties for the relevant financial year:

Nature of transaction	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
M/s Seven Islands Logistics Private Limited				
Office rent paid	27.90	26.15	16.80	16.80
Reimbursement of expenses	0.81	0.72	0.61	-
Interest paid on loan	-	8.00	-	-
Loan received	-	430.00	106.00	-
Loan repaid*	-	430.00	106.00	-
Dr. Pinto's Pathological Laboratory				
Medical expenses incurred	-	0.25	0.00	0.16
Parsatwar & Co.				
Consultancy charges	40.00	38.60	22.70	9.75
Seven Islands Shipping Foundation				
Donation u/s 135	4.30	5.13	3.30	3.70
Mr. Clayton Pinto				
Reimbursement of expenses	0.93	2.42	-	0.02
Consultancy Charges	-	-	0.90	0.30
Capt. Thomas W. Pinto				
Reimbursement of expenses	0.79	2.32	0.39	0.28
Loan received	-	761.80	50.00	20.00
Loan repaid	-	761.80	50.00	20.00
Mr. Sujit Parsatwar				
Allotment of ESOP	-	-	-	1.44
Ms. Leena Pinto				
Loan received	-	21.00	-	-
Loan repaid	-	21.00	-	-
Mr. Sunny Pinto				
Salary	-	-	-	1.40
Reimbursement of expenses	-	-	-	-
Advance Given	-	-	-	0.60
Mr. Ashok Raja				
Loan Repayment	-	-	2.00	-
Allotment of ESOP	-	-	0.20	-
Mr. M.D.Mallya				
Director Sitting fees	-	-	-	0.21
Mr. Madhukar Kamath				
Director Sitting fees	0.10	0.16	0.18	0.15
Mr. Ravi Lekharajani				
Director Sitting fees	-	-	0.24	0.53
Mr. Kin Rodrigues				
Director Sitting fees	-	-	0.03	0.16
Mr. Uday Gore				
Director Sitting fees	0.11	0.20	0.20	0.16
Mr. John Prasad Menezes				
Director Sitting fees	0.12	0.10	0.11	-
Mr. Darshan Upadhyay				
Director Sitting fees	0.11	0.10	-	-
Ms. Priyanka Sarda				
Allotment of ESOP	-	-	-	0.01

*Interest paid to Seven Islands Logistics pvt. Ltd. On unsecured loan @ 15% p.a.

c. Outstanding balances

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Balances (payable)/ receivable at the year end				
M/s Seven Islands Logistics Private Limited - security deposit	175.00	175.00	95.00	95.00
Dr. Pinto's Pathological Laboratory - Trade payable	-	-	-	(0.03)
M/s Seven Islands Logistics Private Limited - Reimbursement of expenses	(0.25)	(0.10)	(0.08)	-

d. Remuneration to key managerial personnel

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Capt. Thomas W. Pinto *	35.66	47.46	47.55	47.55
Ms. Leena Pinto *	6.05	8.07	8.07	8.07
Mr. Clayton Pinto	2.70	1.80	-	0.90
Mr. Jay Parekh	0.80	0.65	0.56	0.45
Ms. Priyanka Sarda (upto July 31, 2017)	-	-	-	0.18
Mr. Warren Pinto	1.48	1.36	1.16	1.20
Mr. Ashok Raja	-	-	-	6.70

* In March 31, 2019, the remuneration paid to Key Managerial Personnel exceeded the limits specified u/s 197 of Companies act, 2013 by Rs. 10.80 Millions. The Company had authorised the payment of Managerial Remuneration beyond the limits specified in section 197 of Companies act 2013 by passing a resolution in General Meeting

e. No. of bonus shares granted to related party

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Capt. Thomas W. Pinto	-	-	-
Ms. Leena Pinto	-	-	-	4,311,000
Ms. Priyanka Sarda (upto July 31, 2017)	-	-	-	3,150
Mr. Sujit parsatwar	-	-	-	430,950
Mr. Ashok Raja	-	-	-	45,600

f. Other transactions:

i) Guarantee given

There are no guarantees outstanding as at December 31, 2020, March 31, 2020: nil, March 31, 2019 : nil, March 31, 2018 : nil

ii) Guarantee taken

Term loan of Rs. 7251.20 Millions as on December 31, 2020 (March 31, 2020 : Rs.7224.4 Millions, March 31, 2019 : Rs. 4698.7 Millions, March 31, 2018 : Rs. 4148.3 Millions) from Banks is secured by personal guarantee of Capt. Thomas W. Pinto, Ms. Leena Pinto.

Annexure XXXVIII

Capital and other commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for:

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	capital commitment regarding the acquisition of vessel and the dry dock of vessels	1,896.47	-	35.60
	1,896.47	-	35.60	5.40

Annexure XXXIX
Segment reporting

For management purposes, the Company is organised into one business unit based on its services and has one reportable segment.
As per Ind AS 108, the company has a single reportable segment therefore company has provided the following disclosures:

a Revenue from operations

	For the period ended	For the year ended	For the year ended	For the Year ended
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
India	5,569.59	6,444.36	4,642.21	4,034.87
Outside India	978.04	665.90	33.61	91.43
	6,547.63	7,110.26	4,675.82	4,126.30

Revenue from operations have been allocated on the basis of location of customers

b Non current assets

All non current assets other than financials instruments of the Company are located in India

**c As per Ind AS 108 paragraph 34 requires entities to disclose information about its major customers i.e. those contributing 10% or more of its total amount of revenue.
Revenue from external customers individually contributed more than 10% of the total revenue of the entity is as follows**

	For the period ended	For the year ended	For the year ended	For the Year ended
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
External Customers	4,663.14	5,583.40	3,979.71	3,550.20
Number of Customers	3.00	3.00	3.00	3.00

Annexure XL
Capital Management

For the purpose of company's capital management, equity includes equity share capital and all other equity reserves attributable to the equity shareholders of the company. The Company manages its capital structure and makes adjustments in light of changes in economic conditions or its business requirements. The Company's objectives are to safeguard continuity, maintain a strong credit rating and healthy capital ratios in order to support its business and provide adequate return to shareholders through continuing growth and maximise the shareholders value. The Company funds its operations through internal accruals. The management and the Board of Directors monitor the return on capital as well as the level of dividends to shareholders.

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 gearing ratio, which is net debt divided by total capital plus net debt. The Company's policy is to keep the gearing ratio below 55%. The Company includes within net debt, interest bearing loans and borrowings, less cash and cash equivalents.

The Company has only one class of equity shares and has debt, consequent to such capital structure, there are no externally imposed capital requirements. In order to maintain or achieve an optimal capital structure, the company allocates its capital for distribution of dividend or re-investment into business based on its long term financial plans.

The debt equity for the year is as under:

	As at	As at	As at	As at
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Total Debt (Annexure XVIII)	8,128.11	7,291.81	4,665.99	4,121.68
Less: cash and cash equivalents (Annexure XIII)	(2,289.08)	(655.39)	(2,082.12)	(33.82)
Less: Other Bank Balances (Annexure XIV)	(1,431.31)	(1,598.86)	(387.23)	(273.66)
Net debt	4,407.72	5,037.56	2,196.63	3,814.20
Total Equity (Annexure XVI & XVII)	8,953.53	7,841.12	7,128.14	4,661.01
Capital and net debt	13,361.26	12,878.67	9,324.77	8,475.21
Gearing ratio	32.99%	39.12%	23.56%	45.00%

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements

Annexure XLI

Fair value measurements
Financial instruments by category

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	Carrying value	Fair Value	Carrying value	Fair Value	Carrying value	Fair Value	Carrying value	Fair Value
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Assets:								
At amortised cost								
Cash and cash equivalents	2,289.08	2,289.08	655.39	655.39	2,082.12	2,082.12	33.82	33.82
Other bank balances	1,431.31	1,431.31	1,598.86	1,598.86	387.23	387.23	273.66	273.66
Trade receivables	730.43	730.43	663.49	663.49	263.78	263.78	354.74	354.74
Other Financial assets	432.02	432.02	200.97	200.97	174.39	174.39	689.70	689.70
<u>Financial assets at fair value through profit & loss</u>								
Investments in mutual funds(NAVs considered at each reporting date)	923.41	923.41	-	-	20.12	20.12	-	-
	5,806.25	5,806.25	3,118.71	3,118.71	2,927.65	2,927.65	1,351.91	1,351.91

	As at December 31, 2020		As at March 31, 2020		As at March 31, 2019		As at March 31, 2018	
	Carrying value	Fair Value	Carrying value	Fair Value	Carrying value	Fair Value	Carrying value	Fair Value
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Liabilities:								
At amortised cost								
Borrowings	6,613.94	6,613.94	5,581.68	5,581.68	3,534.47	3,534.47	3,003.04	3,003.04
Other financial liabilities	1,635.75	1,635.75	1,863.83	1,863.83	1,218.27	1,218.27	1,232.38	1,232.38
Trade and other payables	260.84	260.84	554.88	554.88	225.72	225.72	203.10	203.10
<u>Financial liabilities at fair value through profit and loss</u>								
Derivatives not designated as hedges	201.06	201.06	414.79	414.79	13.29	13.29	-	-
	8,711.59	8,711.59	8,415.17	8,415.17	4,991.75	4,991.75	4,438.52	4,438.52

Derivatives instruments at fair value through profit or loss reflect the change in the fair value of interest rate swap (i.e. paying fixed interest and receiving variable interest) that is not designated in hedge relationship, but is, nevertheless, intended to reduce the level of interest rate risk for expected outflow of interest included in the repayments of borrowings.

The Company uses derivative instruments as part of its management of foreign currency risk and interest rate risk associated on borrowings. The Company uses cross currency swaps and interest rate swaps. At 31 December 2020, the Company had currency swaps and interest rate swap agreement in place for its local currency borrowing. The company has contracted to pay fixed amount of foreign currency and receives fixed amount of indian currency. The Company receives a fixed rate of interest of 8.75% - 9.25% and pays interest at a variable rate equal to LIBOR+2.5% - 3.25% or a lower contracted fixed rate on the outstanding amount. The said swap is treated as a derivative and thus measured at fair value through profit or loss. further, being derivative, it is being mark to market as at December 31, 2020. the derivatives are classified as level 2 fair values in the fair value hierarchy due to inclusion of significant observable inputs including counterparty credit risk while arriving at the fair value.

Fair value measurements recognised in the Balance Sheet:

The following table provides an analysis of financial instruments that are measured subsequent to initial recognition at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable.

-Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities.

-Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

-Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

	Level 1				Level 2			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Assets								
Investments in mutual funds units	923.41	-	20.12	-	-	-	-	-
Financial Liabilities								
Financial liabilities at fair value through profit and loss	-	-	-	-	-	-	-	-
Derivatives not designated as hedges	-	-	-	-	201.06	414.79	13.29	-
	923.41	-	20.12	-	201.06	414.79	13.29	-

There are no level 3 financial instruments

The fair value of the financial assets and liabilities are included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

The fair value of loans from banks and other financial indebtedness as well as other non current financial liabilities is estimated by discounting future cash flows using rates currently available for debt or similar terms and remaining maturities.

All the current financial assets and liabilities have carrying amount which is equivalent to fair value.

The fair value of non-current borrowings is based on discounted cash flow using a current borrowing rate and is equivalent to its carrying amount.

Annexure XLII

Statement of Disclosure required under section 186(4) of the Act

No guarantee or loan given to any group companies.

Annexure XLIII

Details of dues to micro and small enterprises as defined under the MSMED Act, 2006

As per the information available with the Company, there are 'Micro, Small, and Medium Enterprises, as defined in the Micro, Small, and Medium Enterprises Development Act, 2006, to whom the Company owes dues on account of principal or interest.

The above information regarding Micro, Small, and Medium Enterprises has been determined to the extent such parties have been identified on the basis of information available with the Company. This has been relied upon by the auditors.

Annexure XLIV

Income tax Expense

A Tax expense recognised in the statement of profit & loss

December 31, 2020	for the period/year ended		
	March 31, 2020	March 31, 2019	March 31, 2018

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements

	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Income Tax				
Tonnage tax	11.42	13.34	14.93	14.04
Current tax	20.78	31.30	6.90	4.70
Excess(short) provision for tax of earlier year	-	-	-	-
Total tax expense	32.20	44.64	21.83	18.74
Effective tax rate	2.62%	5.27%	5.33%	2.08%

B Reconciliation between statutory Income Tax Rate applicable to the company and the effective Income Tax rate is as follows :

	for the period/year ended			
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Profit before taxes	1,226.87	847.60	409.99	898.75
Effective tax rate in India: Nil*	-	-	-	-
Tax effect of adjustment for profit subject to tonnage tax regime / presumptive taxation	(32.20)	(44.64)	(21.83)	(18.74)
Income tax expense recognised in the profit and loss account	(32.20)	(44.64)	(21.83)	(18.74)

* Note: In case of Indian shipping companies, tax expense is computed based on the gross tonnage of the vessels for the income subject to tonnage tax. In case of income not subject to tonnage tax, the same is calculated based on the taxable profits calculated in accordance with the local tax laws.

Annexure XLV
Financial risk Management objectives and policies

The Company's financial risk management is an integral part of how to plan and execute its business strategies. The Company's financial risk management policy is set by the Audit committee. The value of a financial instrument may change as a result of changes in the interest rates, foreign currency exchange rates and other market changes that affect market risk sensitive instruments. Market risk is attributable to all market risk sensitive financial instruments including deposits and loans and borrowings.

The company manages market risk through Audit committee, which evaluates and exercises independent control over the entire process of market risk management. The committee recommends risk management objectives and policies, which are approved by Audit committee and Board.

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 three types of risk: interest rate risk, currency risk and other price risk, such as commodity risk. Financial instruments affected by market risk include loans and borrowings, deposits and FVTOCI investments.

The sensitivity analyses in the following sections relate to the position as at 31 December 2020, 31 March 2020, 31 March 2019 and 31 March 2018.

The following assumptions have been made in calculating the sensitivity analyses:

The sensitivity of the relevant profit or loss item is the effect of the assumed changes in respective market risks.

The sensitivity of equity is calculated by considering the effect of any associated cash flow hedges at 31 March 2020 for the effects of the assumed changes of the underlying risk

i) Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of the financial instruments will fluctuate because of changes in interest rates.

Exposure to Interest rate risk

	As at	As at	As at	As at
	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Total Borrowings	8,128.11	7,291.81	4,665.99	4,121.68
% of Borrowings out of above bearing variable rate of Interest	59%	82%	54%	100%
Gain/loss in case of change of interest rates*	24.13	29.91	12.61	20.61

The Company is exposed to interest rate risk as the Company borrow funds at floating interest rates. The interest rate risk is managed by monitoring the Company's level of borrowings periodically and structuring its borrowings on varying maturities and interest rate terms.

The sensitivity analysis below has been determined based on the exposure to interest rates at the balance sheet date. For floating rate liabilities, the analysis is prepared assuming the amount of liability outstanding at the balance sheet date was outstanding for the whole year.

*A 50 basis point increase or decrease is used when reporting interest rate risk and represents management's assessment of the reasonably possible change in interest rates.

ii) Price risk

The Company is engaged in the business of commodity transportation of crude oil, petroleum products, coal, iron-ore etc. which involves a high level of dependence on the production of oil and gas. Thus, demand in these sectors will have a direct impact on the business of the Company. A decline in the demand for oil, coal or iron etc. will adversely affect the business of the company. Thus, often, the factors affecting the supply and demand for the vessel are beyond the control of the Company as the nature, timing and degree of changes in the industry conditions cannot be foreseen and are unpredictable.

iii) Foreign currency risk

Foreign currency risk mainly arises from transactions undertaken by an operating unit denominated in currencies other than its functional currency. 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 manages its foreign currency risk by converting the foreign currency exposure into INR on the date of entering into the transaction.

The carrying amounts of the Company's financial assets and financial liabilities denominated in foreign currencies at the reporting date are as follows:

Particulars	December 31, 2020			March 31, 2020			March 31, 2019			March 31, 2018		
	USD	SGD	Others	USD	SGD	Others	USD	SGD	Others	USD	SGD	Others
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Trade Receivables	125.00	-	58.60	4.99	-	-	-	-	-	50.95	-	-
Cash and Cash equivalents	55.73	-	-	0.25	-	-	-	-	-	-	-	-
Other Financial Assets	-	-	-	-	2.93	-	-	-	-	-	-	-
Net Exposure for Assets	180.73	-	58.60	5.24	2.93	-	-	-	-	50.95	-	-
Financial Liabilities												
Borrowings	2,736.42	-	-	3,122.74	-	-	2,558.58	-	-	3,443.49	-	-
Financial Liabilities	67.17	1.06	9.08	107.20	-	24.51	36.68	5.16	19.19	136.57	2.59	28.07
Derivatives not designated as hedges	201.06	-	-	414.79	-	-	13.29	-	-	-	-	-
Net Exposure for Liabilities	3,004.65	1.06	9.08	3,644.73	-	24.51	2,608.55	5.16	19.19	3,580.05	2.59	28.07
Net exposure (Assets-Liabilities)	(2,823.92)	(1.06)	49.52	(3,639.50)	2.93	(24.51)	(2,608.55)	(5.16)	(19.19)	(3,529.11)	(2.59)	(28.07)

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements

The following table details the Company's sensitivity to a 5% increase and decrease in the functional currency against the relevant foreign currencies of all the companies in the Company.

5% is the sensitivity rate used when reporting foreign currency risk and represents management's assessment of the reasonably possible change in foreign exchange rates.

The sensitivity analysis includes only outstanding foreign currency denominated monetary items and adjusts their translation at the period end for a 5% change in foreign currency rates. A positive number below indicates an increase in profit and other equity where the respective functional currency strengthens by 5% against the relevant foreign currency. For a 5% weakening of the functional currency against the relevant currency, there would be an equal and opposite impact on the profit and other equity, and the balances below would be negative:

Effect in INR	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
USD impact	(141.20)	(181.97)	(150.43)	(176.46)

Credit risk

Credit risk arises from the possibility that the counter party may not be able to settle their obligations as agreed. To manage this, the company periodically assesses the financial reliability of customers and other counter parties, taking into account the financial condition, current economic trends and analysis of historical bad debts and ageing of financial assets. Individual risk limits are set and periodically reviewed on the basis of such information.

Financial assets are written off when there are no reasonable expectations of recovery, such as a debtor failing to engage in a repayment plan with the company. Where loans or receivables have been written off, the Company continues to engage in enforcement activity to attempt to recover the receivable due. When such recoveries are made, these are then recognized as income in the statement of profit and loss.

The company measures the expected credit loss of trade receivables based on historical trend, industry practices and the business environment in which the entity operates.

Ageing of Accounts Receivables

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Less than 180 days	#	600.16	#	#
More than 180 days	"	63.33	"	"

Liquidity Risk

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities and the availability of funding through an adequate amount of committed credit facilities to meet obligations when due and to close out market positions. Due to the dynamic nature of the underlying businesses, Company treasury maintains flexibility in funding by maintaining availability under committed credit lines. Management monitors rolling forecasts of the Company's liquidity position (comprising the undrawn borrowing facilities below) and cash and cash equivalents on the basis of expected cash flows. The Company assessed the concentration of risk with respect to refinancing its debt and concluded it to be low.

The following tables detail the Company's remaining contractual maturity for its financial liabilities. The tables have been drawn up based on the cash flows of financial liabilities based on the earliest date on which the Company can be required to pay.

Maturity Analysis of Significant Financial Liabilities

As at December 31, 2020	Contractual Cash Flows				
	Total	Up to 1 year	1-3 years	3-5 years	More than 5 years
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Instruments					
Borrowings	8,128.11	2,430.75	3,282.20	2,161.60	253.56
Trade Payables	260.84	260.84	-	-	-
Lease Liability	75.18	24.40	50.79	-	-
Other financial liabilities	121.58	121.58	-	-	-

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements

As at March 31, 2020	Contractual Cash Flows				
	Total	Up to 1 year	1-3 years	3-5 years	More than 5 years
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Instruments					
Borrowings	7,291.81	1,690.22	2,798.27	2,317.73	485.60
Trade Payables	554.88	554.88	-	-	-
Lease Liability	95.58	30.01	38.17	27.41	-
Other financial liabilities	1,131.52	1,131.52	-	-	-

As at March 31, 2019	Contractual Cash Flows				
	Total	Up to 1 year	1-3 years	3-5 years	More than 5 years
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Instruments					
Borrowings	4,665.99	1,098.80	2,064.85	1,189.94	312.41
Trade Payables	225.71	225.71	-	-	-
Lease Liability	36.16	14.51	21.65	-	-
Other financial liabilities	100.04	100.04	-	-	-

As at March 31, 2018	Contractual Cash Flows				
	Total	Up to 1 year	1-3 years	3-5 years	More than 5 years
	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions	Rs. in Millions
Financial Instruments					
Borrowings	4,121.68	1,092.04	2,044.98	878.49	106.17
Trade Payables	203.10	203.10	-	-	-
Lease Liability	50.22	14.06	35.58	0.58	-
Other financial liabilities	113.74	113.74	-	-	-

SEVEN ISLANDS SHIPPING LIMITED
Notes to Financial Statements for the year ended December 31, 2020

Annexure XLVI
Restated summary of Employee stock option plans

On November 3 2015, the Board of Directors approved the Equity Settled ESOP Scheme 2015 (Scheme 2015) for issue of stock options to the key employees and directors

Vesting period	Ranging from one to two years commencing from December 08, 2015
Exercise period	Ranging from one to two years commencing from December 15, 2016
Exercise price	Rs. 10.00
Intrinsic value	Rs. 222.91
Fair value	Rs. 500.98

The details of activity under the Scheme 2015 are summarized below:

(f) Financial assets	December 31, 2020		March 31, 2020		March 31, 2019		March 31, 2018	
	No. of Shares	Weighted average exercise price	No. of Shares	Weighted average exercise price	No. of Shares	Weighted average exercise price	No. of Shares	Weighted average exercise price
Outstanding at the beginning of the year/period	-	-	-	-	-	-	201,000	10
Granted during the year/period	-	-	-	-	-	-	-	10
Forfeited/ Lapse during the year/period	-	-	-	-	-	-	1,075	10
Exercised during the year/period	-	-	-	-	-	-	199,925	10
Outstanding at the end of the year/period	-	-	-	-	-	-	-	-
Exercisable at the end of the year/period	-	-	-	-	-	-	-	-

The weighted average remaining contractual life for the stock options outstanding as at March 31, 2018 was nil years. Fair value has been calculated as per Black-scholes mode.

The variables that influence the fair value of the option and the impact of changes in those underlying variables on the option value are presented below.

Underlying Variable	Change in Variable	Change in Option Value
Exercise price	Increases	Decreases
Market price	Increases	Increases
Current expected dividend yield	Increases	Decreases
Risk-free rate of return	Increases	Increases
Expected option life*	Increases	Increases
Volatility of the stock	Increases	Increases

* Expected option life as distinguished from the maximum option life.

The expense recognised for employee services received during the year is shown in the following table:

	December 31, 2020	March 31, 2020	March 31, 2019	March 31, 2018
Expense arising from Employee stock option scheme	-	-	-	17.32
	-	-	-	17.32

Annexure XLVII

Significant accounting judgements, estimates and assumptions

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods

Estimates and assumptions

Fair value measurement of financial instruments

When the fair values of financial assets and financial liabilities recorded in the balance sheet cannot be measured based on quoted prices in active markets, their fair value is measured using valuation techniques including the DCF model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of 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.

Useful life and residual values of property and equipment

On initial recognition, the cost of property and equipment acquired is allocated to each component of the asset and depreciated separately.

Maintenance costs are recognized as expenses for the year, with the exception of mandatory dry-docks required to maintain vessel navigation certificates, which constitute an identifiable component upon the acquisition of a vessel and which are thereafter capitalized when the following dry-docks occur. Dry-docks are depreciated over the remaining useful life of the related vessel or to the date of the next dry-dock, whichever is sooner.

Useful lives are estimated based on past experience. Management decides from time to time to revise the estimates for individual assets or groups of assets with similar characteristics due to factors such as quality of maintenance and repair, technical development and environmental requirements. Refer to note 2(d) for the useful lives typically used for new assets.

During the period ended December 31, 2020, Company has changed the useful life of the vessels from 30 years to 23 years, which has impacted additional depreciation of Rs. 1358.20 Millions

During FY 2019-2020, Company has changed the useful life of the vessels from 35 years to 30 years and also Company has changed the scrap rate of vessel from USD 250 to USD 325 per ton of vessel, which has impacted additional depreciation of Rs. 205.70 Millions.

Residual values are difficult to estimate given the long lives of vessels, the uncertainty as to future economic conditions and the future price of steel, which is considered as the main determinant of the residual price. Management continually reassesses the residual value of the assets based on changes in the economic environment and revises the values to reflect the impact of any significant changes.

Defined benefit plans (gratuity benefits)

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. Due to the complexities involved in the valuation and its long-term nature, a defined benefit obligation is highly sensitive to changes in these assumptions. All assumptions are reviewed at each reporting date.

Impairment of non-financial assets

Impairment exists when the carrying value of an asset or cash generating unit exceeds its recoverable amount, which is the higher of its fair value less costs of disposal and its value in use. The fair value less costs of disposal calculation is based on available data from binding revenue agreements, conducted at arm's length, for similar assets or observable market prices less incremental costs for disposing of the asset. The value in use calculation is based on a DCF model. The cash flows are derived from the budget and do not include restructuring activities that the Company is not yet committed to or significant future investments that will enhance the asset's performance of the CGU being tested. The recoverable amount is sensitive to the discount rate used for the DCF model as well as the expected future cash-inflows and the growth rate used for extrapolation purposes.

SEVEN ISLANDS SHIPPING LIMITED
Notes to Restated Ind AS Summary Statements

Annexure XLVIII

Impact of COVID 19

Company's operations have not been affected significantly by the spread of the COVID 19 pandemic. The Company has considered the possible effects that may arise out of the still unfolding COVID-19 pandemic on the carrying amounts of property, plant & equipment, intangible assets, inventories, trade receivables, etc. For this purpose, the Company has considered internal and external sources of information up to the date of approval of these restated summary statements, including credit reports and related information, economic forecasts, etc. Based on the current estimates, the Company does not expect any significant impact on such carrying values. The impact of COVID-19 on the Company's Restated Ind AS summary statements may differ from that estimated as at the date of approval of these Restated Ind AS summary statements

As per our Report of even date.

For S R B C & CO LLP

Chartered Accountants

ICAI Firm registration number : 324982E/E300003

For and on behalf of Board of Directors of Seven Islands Shipping Limited

per Firoz Pradhan

Partner

Membership No. 109360

Capt. Thomas W. Pinto

Chairman & Managing Director

DIN: 00053721

Ms. Leena Pinto

Whole Time Director

DIN: 00041043

Place: Mumbai

Date: February 6, 2021

Mr. Warren Pinto

Chief Financial Officer

Mr. Jay Parekh

Company Secretary

Membership No. A47580

Mr. Clayton Pinto

Chief Executive Officer

Place: Mumbai

Date: February 6, 2021

OTHER FINANCIAL INFORMATION

Accounting ratios

Particulars	As at and for the nine months ended December 31, 2020*	As at and for the year ended March 31, 2020	As at and for the year ended March 31, 2019	As at and for the year ended March 31, 2018
Profit (Loss) for the period from operations (A) (₹ in million)	1,194.67	802.96	388.16	880.01
Weighted average number of equity shares in calculating basic EPS (B)	57,227,550	57,227,550	47,768,019	47,567,530
Weighted average number of equity shares in calculating diluted EPS (C)	57,227,550	57,227,550	47,768,019	47,567,530
Basic Earnings per share (in ₹) (D = A/B)	20.88	14.03	8.13	18.50
Diluted Earnings per share (in ₹) (E = A/C)	20.88	14.03	8.13	18.50
Total Opening Net Worth (A) (₹ in million)	8,009.70	7,206.74	4,845.00	3,987.04
Total Closing Net Worth (B) (₹ in million)	9,198.91	8,009.70	7,206.74	4,845.00
Total Average Net Worth (C) = (A+B) / 2 (₹ in million)	8,604.31	7,608.22	6,025.87	4,416.02
Profit (Loss) for the period from operations (D) (₹ in million)	1,194.67	802.96	388.16	880.01
Return on Average Net Worth (E = D/C)	13.9%	10.6%	6.4%	19.9%
Total Net Worth (A) (₹ in million)	9,198.91	8,009.70	7,206.74	4,845.00
Weighted average number of equity shares in calculating basic EPS (B)	57,227,550	57,227,550	47,768,019	47,567,530
Weighted average number of equity shares in calculating diluted EPS (C)	57,227,550	57,227,550	47,768,019	47,567,530
Net Asset Value per Equity Share (basic) (D = A/B) (in ₹)	160.74	139.96	150.87	101.86
Net Asset Value per Equity Share (diluted) (E = A/C) (in ₹)	160.74	139.96	150.87	101.86
EBITDA (₹ in million)	4,457.04	2,721.28	1,672.60	2,092.26
EBITDA Margin (%)	60.8%	38.1%	35.8%	50.6%

*Numbers for the nine months ended December 31, 2020 have not been annualized.

The ratios have been computed as under:

1. Basic and diluted earnings/ (loss) per equity share: Basic and diluted earnings/ (loss) per equity share are computed in accordance with Indian Accounting Standard 33 notified under the Companies (Indian Accounting Standards) Rules of 2015 (as amended).

2. Return on Net Worth ratio: Profit/ (loss) for the period attributable to equity shareholders of the company divided by the Total Net Worth of the Company at the end of the year/period.

3. For the purpose of calculation of basic restated net asset value the total number of shares for outstanding as at March 31, 2020, March 31, 2019, March 31, 2018, December 31 2020.

4. For the purpose of calculation of diluted restated net asset value the total number of shares considered as at March 31, 2020, March 31, 2019, March 31, 2018, December 31 2020.

Other financial statements

In accordance with the SEBI ICDR Regulations, the audited standalone financial statements of our Company for Fiscals 2020, 2019 and 2018 (collectively, the “**Audited Financial Statements**”) are available on our website at www.sishipping.com

Our Company is providing a link to this website solely to comply with the requirements specified in the SEBI ICDR Regulations. The Audited Financial Statements do not constitute, (i) a part of this Draft Red Herring Prospectus; or (ii) a prospectus, a statement in lieu of a prospectus, an offering circular, an offering memorandum, an advertisement, an offer or a solicitation of any offer or an offer document to purchase or sell any securities under the Companies Act, the SEBI ICDR Regulations, or any other applicable law in India or elsewhere. The Audited Financial Statements should not be considered as part of information that any investor should consider subscribing for or purchase any securities of our Company or any entity in which our Shareholders have significant influence (collectively, the “**Group**”) and should not be relied upon or used as a basis for any investment decision. None of the Group or any of its advisors, nor BRLMs or the Selling Shareholders, nor any of their respective employees, directors, affiliates, agents or representatives accept any liability whatsoever for any loss, direct or indirect, arising from any information presented or contained in the Audited Financial Statements, or the opinions expressed therein.

RELATED PARTY TRANSACTIONS

For details of the related party transactions, as per the requirements under applicable Accounting Standards i.e. Ind AS 24 'Related Party Disclosures' for the nine months ended December 31, 2020 and for the years ended March 31, 2020, March 31, 2019, and March 31, 2018 as reported in the Restated Financial Statements, see "*Restated Financial Statements - Annexure XXXVII – Notes to Restated Ind AS Summary Statement*" beginning on page 237.

CAPITALISATION STATEMENT

The following table sets forth our capitalisation as at December 31, 2020, derived from our Restated Financial Information:

	(in ₹ million)	
Particulars	Pre-Offer as at December 31, 2020	As adjusted for the Offer*
Borrowings		
Non-current borrowings (I)	5,697.36	[●]
Current maturity of long-term loans (II)	1,514.17	[●]
Current borrowings (III)	916.58	[●]
Total borrowings (IV = I + II + III)	8,128.11	[●]
Equity		
Equity share capital (V)	572.28	[●]
Other equity# (VI)	8,626.63	[●]
Total equity (VII = V + VI)	9,198.91	[●]
Total borrowings / Equity (VIII = IV / VII)	0.88	[●]

* The corresponding post Offer capitalization data is not determinable at this stage pending the completion of the book building process and hence have not been furnished. To be updated upon finalization of the Offer Price.

The Other equity excludes the Tonnage tax reserve which is not part of the free reserves of the Company

The above statement does not include lease liability as per Ind AS 116 disclosed under financial liability in the Restated Financial Statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL POSITION 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 on page 206.

This Draft Red Herring Prospectus may include forward-looking statements that involve risks and uncertainties, and our actual financial performance may materially vary from the conditions contemplated in such forward-looking statements as a result of various factors, including those described below and elsewhere in this Draft Red Herring Prospectus. For further information, see "Forward-Looking Statements" on page 18. Also read "Risk Factors" and "- Significant Factors Affecting our Results of Operations and Financial Condition" on pages 26 and 253, respectively, for a discussion of certain factors that may affect our business, financial condition or results of operations.

Unless otherwise indicated or the context otherwise requires, the financial information for Fiscals 2018, 2019 and 2020 and for the nine months ended December 31, 2020 included herein is derived from the Restated Financial Statements, included in this Draft Red Herring Prospectus, which have been derived from our audited financial statements and restated in accordance with the SEBI ICDR Regulations and ICAI Guidance, which differ in certain material respects from IFRS, U.S. GAAP and GAAP in other countries. For further information, see "Financial Statements" on page 206. Our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein. Figures as at and for the nine months ended December 31, 2020 are not indicative of our annual results as they are for nine-month periods and, as such, are not directly comparable with figures as at and for years ended March 31, 2020, March 31, 2019 and March 31, 2018.

Our Company's Fiscal commences on April 1 and ends on March 31 of the immediately subsequent year, and references to a particular Fiscal are to the 12 months ended March 31 of that particular year. In this section, unless the context otherwise requires, any reference to "our Company", "we", "us", "our" or "Group" is a reference to Seven Islands Shipping Limited.

Unless otherwise indicated, industry and market data used in this section has been derived from industry publications, in particular, the report titled "Analysis of Indian and global liquid seaborne logistics" dated January 2021 (the "CRISIL Report"), prepared and issued by CRISIL Limited commissioned by us. Unless otherwise indicated, all financial, operational, industry and other related information derived from the CRISIL Report and included herein with respect to any particular year refers to such information for the relevant calendar year.

OVERVIEW

As of December 2020, we were the third largest seaborne logistics company in India by deadweight tonnage. In 2020, our Company held a significant market share in Indian time charters of crude oil imports (*Source: CRISIL Report*). We are among the few Indian shipping companies that have delivered positive net profits in each of the past three Fiscals and our Return on Average Equity and Return on Average Capital Employed is among the highest in the seaborne logistics industry in India (*Source: CRISIL Report*). All our 20 vessels are registered and flagged in India and operate as Indian owned and Indian flagged vessels. We are present in the liquid products trade where liquid products like white oils, black oils, lube oil and liquid chemicals are transported in product vessels classified as Small vessels, Medium Range or MR vessels and Long Range or LR vessels. We are also engaged in the crude oil logistics business where crude oil is transported in vessels classified as Aframax, Suezmax and Very Large Crude Carriers or VLCCs. Our oil products business is carried out through Small and MR vessels while our crude oil logistics business is currently carried out through Suezmax vessels and we have in the past also used a VLCC vessel for this purpose.

We began our operations with only one vessel in Fiscal 2003 and as of January 31, 2021, we had 20 liquid cargo vessels with a total deadweight capacity of 1,105,682 MT. Out of our 20 vessels, four are Small vessels, 13 are MR vessels, and three are Suezmax vessels. Our capacity has grown from 6,009 MT of deadweight as of March 31, 2003 to 66,889 MT of deadweight as of March 31, 2010. In Fiscal 2010, we purchased our first MR vessel. Since then, we have grown our fleet and capacity by acquisition of additional vessels at regular intervals. In Fiscal 2016, we

acquired our first two crude oil vessels, M.T. Saffron and M.T. Crimson, which were of the Suezmax type and substantially increased our capacity. Over the last 18 years, we have acquired 40 vessels and sold 20 vessels. As part of our operations, we typically acquire pre-owned vessels depending on the demand for a vessel in any segment we operate in. We believe that our ability to identify vessels, subject them to stringent vetting and undertake a detailed financial feasibility analysis prior to their purchase, and then following their purchase, operate and maintain the vessels through our in-house operations to meet our expected return ratios, has led to the growth of our business and operations.

In Fiscal 2018, 2019 and 2020, the total amount of crude oil imported by Indian oil companies was 220 MMT, 226 MMT and 227 MMT. India has one of the fastest growing oil import rates (*Source: CRISIL Report*). The demand for oil tanker vessels to import and transport crude oil and oil products has been steadily increasing, mitigating business deployment risk for oil tankers in India in comparison with other countries (*Source: CRISIL Report*). We are well positioned to capitalize on this opportunity given that we operate primarily along the Indian coast transporting oil products and internationally transporting crude oil. We transport crude oil primarily from the Arabian gulf countries to Indian refineries along the Indian coast. We also transport oil products classified as black oils such as fuel oil and light diesel oil, and white oils such as naphtha, high speed diesel, superior kerosene oil and gasoline and lube oils, primarily along the Indian coast, that are used in end markets. We are able to serve both aspects of the oil business, thus ensuring continuity in revenue and helping us stay entrenched with our existing customer base. Our principal customers include leading Indian oil and gas public sector undertakings with whom we have been associated with for over 15 years each. Certain of our key customers include Indian Oil Corporation Limited and Bharat Petroleum Corporation Limited.

We primarily enter into three types of arrangements for deployment of our vessels, (i) a time charter contract where a contract is entered into for a specific duration of time and the charterer uses a vessel owner's vessel for a fixed charter hire expressed in USD per day, pro rata; (ii) a voyage charter contract which is an arrangement that is entered into for a specific voyage and the consideration is calculated based on a percentage of the Worldscale base rate for international voyages; and (iii) contracts of affreightment ("CoAs") that are contracts entailing a collection of voyage charters for the same customer and are to be completed within a specified span of time. We are among the leading liquid seaborne logistics companies in India in terms of number of time charter contracts with Indian charterers in Fiscal 2020 (*Source: CRISIL Report*). As of January 31, 2021, of our 20 liquid cargo vessels, we have 12 on time charters and six on voyage charters. Out of the six vessels on voyage charter, we have secured a contract with an oil company to place a vessel on a time charter. Subject to certain standard conditions being fulfilled, we also intend to place two additional vessels that were acquired in December 2020 and January 2021 on time charters with oil companies. All three vessels are expected be placed on time charters with oil companies in near future. In Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020, the off-hire percentage for our vessels was 2.9%, 6.7%, 5.2% and 1.8%, respectively.

Our revenue from contracts with customers from time charters and voyage charters along with the working of the revenue from voyage charter (net of voyage charter bunker consumption and port charges) in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020 are set out below.

Nature of Charter	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine Months Ended December 31, 2020
	(₹ million)			
Time charter – Charter hire	2,820.05	3,002.23	4,317.29	3,732.37
Voyage charter – Freight and demurrage	1,306.25	1,673.59	2,792.97	2,815.26

Nature of Charter	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine Months Ended December 31, 2020
	(₹ million)			
Bunker consumption and port charges for voyage chartered vessels	650.40	1,008.28	1,190.33	497.74

Voyage charters* (net of voyage charter bunker consumption and port charges)	655.85	665.31	1,602.64	2,317.52
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* The revenue from voyage charter (net of voyage charter bunker consumption and port charges) gives the net revenue from operations for voyage chartered vessels.

Going forward, we intend to focus on time charter arrangements, as we believe time charter arrangements provide more stability, predictability and certainty of revenues, compared to voyage charter arrangements. We also intend to grow our fleet of vessels and ensure that we manage them internally.

In terms of the guidelines issued by the Directorate General of Shipping, Ministry of Shipping, Government of India, all Indian flagged vessels have a right of refusal over foreign flagged vessels, in any tender by an Indian oil company for seaborne transportation of oil and other liquid products. The order of preference for right of refusal in bidding for tenders by Indian oil companies is given first to Indian built, Indian flagged and Indian owned vessels followed by foreign built, Indian flagged and Indian owned vessels and lastly to Indian built, foreign flagged and foreign owned vessels. As of December 2020, there are only 15 Indian flagged Suezmaxes (Source: CRISIL Report). Further, as of December 2020, only one vessel in Indian flagged tanker fleet was built in India (Source: CRISIL Report). There were no Indian built vessels in any vessel category that we operate in. With little infrastructure in Indian yards for building vessels belonging to categories that we operate in, we do not expect any Indian yard to deliver vessels in the relevant categories over the next few years. The Directorate General of Shipping by its circular No. 2 of 2021 dated January 14, 2021 has deemed all Indian flagged vessels as on the midnight of January 15, 2021 as 'Indian built' for the purpose of bidding for tenders by Indian oil companies. This renders our entire fleet as Indian built and gives us first preference in matching a lower priority bid.

We have currently been rated as "CRISIL A/Stable" by CRISIL Ratings – a division of Standard & Poor's. Our EBITDA grew at a CAGR of 14.0% from ₹ 2,092.26 million in Fiscal 2018 to ₹ 2,721.28 million in Fiscal 2020 and was ₹ 4,457.04 million in the nine months ended December 31, 2020. Our EBITDA margin was 50.6%, 35.8%, 38.1% and 60.8% in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020. Our profit/(loss) for the period from operations went from ₹ 880.01 million in Fiscal 2018 to ₹ 388.16 million in Fiscal 2019 and further to ₹ 802.96 million in Fiscal 2020 and was ₹ 1,194.67 million in the nine months ended December 31, 2020. Our profit/(loss) for the period from operations margin was 21.2%, 8.3%, 11.0% and 16.1% in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020. Our net debt / EBITDA ratio was 1.82, 1.31, 1.85 and 0.99, as of March 31, 2018, 2019 and 2020 and as of December 31, 2020, respectively. Further, our Return on Average Equity in Fiscal 2018, 2019 and 2020 and in the nine months ended December 31, 2020 was 19.9%, 6.4%, 10.6% and 13.9%, respectively while our Return on Average Capital Employed was 13.5%, 6.6%, 8.5% and 8.9% in similar periods. We have consistently grown our operations and our revenue from contracts with customers grew from ₹ 4,126.30 million in Fiscal 2018 to ₹ 4,675.82 million in Fiscal 2019 and further to ₹ 7,110.26 million in Fiscal 2020 and was ₹ 6,547.63 million in the nine months ended December 31, 2020.

PRESENTATION OF FINANCIAL INFORMATION

Our restated Ind AS summary statements of assets and liabilities as at December 31, 2020, March 31, 2020, March 31, 2019 and March 31, 2018, and the restated Ind AS summary statement of profit and loss (including other comprehensive income), cash flows and changes in equity for the nine months ended December 31, 2020, and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018, together with the summary of significant accounting policies and explanatory information thereon (collectively, the "Restated Financial Statements"), have been derived from our audited financial statements as at and for the nine months ended December 31, 2020 prepared in accordance with Ind AS 34, and our audited financial statements as at and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018 each prepared in accordance with Ind AS, and restated in accordance with the SEBI ICDR Regulations and the ICAI Guidance Note. Our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein.

SIGNIFICANT FACTORS AFFECTING OUR RESULTS OF OPERATIONS AND FINANCIAL CONDITION

Our business, results of operations and financial condition are affected by a number of factors, some of which are beyond our control. This section sets out certain key factors that we believe have affected our business, results of operations and financial condition in the past or which we expect will affect our business, results of operations or financial condition in the future. Our results of operations are affected principally by overall market conditions in the liquid seaborne logistics industry, including availability of and demand for vessels, which determines freight rates, as well as by the number of vessels in and the make-up of our fleet, by the utilisation rates of those vessels, by our total costs from our vessel operations, in particular fuel costs. For a detailed discussion of certain factors that may adversely affect our business, results of operations and financial condition, see “*Risk Factors*” on page 26.

Impact of COVID-19 pandemic

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic. The COVID-19 pandemic has resulted in a significant economic downturn in India and globally, and has also led to significant disruptions and volatility in capital and financial markets, liquidity, economic conditions and trade and could continue to do so or could worsen for an unknown period of time, that could in turn have a material adverse impact on our business, cash flows, results of operations and financial condition, including liquidity and growth.

Productivity at many terminals was affected owing to limited availability of manpower and social distancing norms prescribed during the lockdown imposed. While the lockdowns and restrictions have subsequently been lifted, we are required to spend additional amounts to ensure compliance with procedures mandated by central and state governments

The future impact of the COVID-19 pandemic on our business will depend on a range of factors, which we are not able to accurately predict, including the duration and scope of the pandemic, the geographies impacted, trade tensions, global supply chain disruptions, and the nature and severity of measures adopted both in India and internationally. We have incurred, and may continue to incur, certain increased expenses arising from the COVID-19 pandemic, including capital and other expenditures, including additional safety measures, such as, regular temperature checks, regular sanitization, and compulsory use of masks and hand sanitization. We have considered the impact of known events arising from the COVID-19 pandemic including on the carrying amounts of property, plant and equipment, intangible assets, inventories, and trade receivables, and based on current estimates, we do not expect any significant impact on such carrying values. However, we will continue to closely monitor the impact that COVID-19 may have on our business, financial condition, liquidity and results of operations.

In view of the fluidity of the situation and lack of visibility on the timeline for containment of the global pandemic, the recovery trajectory remains uncertain. We continue to closely monitor the impact that COVID-19 may have on our business and results of operations. It is difficult for us to predict the impact that COVID-19 will have on us, our customers or suppliers in the future. We continue to closely monitor the effect that COVID-19 may have on our business and results of operations. To the extent, the COVID-19 pandemic adversely affects us, it may also significantly increase the effect of the aforementioned factors affecting our results of operations.

Market conditions

The petrol, oil and lubricants transportation business can be classified into two types – transportation of crude oil and transportation of lubricant and oil products (*Source: CRISIL Report*). Our operations consist primarily of transportation of crude oil and liquid products. Historically, the market for the transportation of crude oil and liquid products has been volatile, as global demand for these products has fluctuated. Demand for oil is driven in large part by and generally follows global patterns of economic development, growth and activity. The recent global economic downturn as a result of COVID-19 reduced the availability of liquidity and credit to fund the continuation and expansion of industrial business operations worldwide. Any prolonged suspension or decrease in the demand for transportation of these resources, may adversely impact our financial position if they are determined to cause a future impairment of our goodwill or intangible assets or of our long-lived assets.

Certain macroeconomic factors that affect the supply and demand for the transportation of crude oil and liquid products, include (i) changes in global oil production and the impact of these changes on oil prices; (ii) export and import levels in the world oil trade or changes in trading patterns, which affect the distances and the amount of oil cargoes that are transported; (iii) worldwide demand for energy products, in particular petroleum and associated products; (iv) technological advances affecting energy production and consumption, including substitution by, and availability of, alternative energy sources; (v) oil inventory levels, in particular in importing countries; (vi) seasonal changes in the demand for oil; (vii) changes in seaborne and other transportation patterns; (viii) governmental policies, in particular with regard to environmental regulation and alternative energy; and (ix) social, political and geo-political instability in producing or importing countries, including war, terrorism or labour unrest. These factors are beyond our control, and as a result, the nature, timing and degree of changes in our industry conditions are unpredictable. A material decline in the global demand for oil trade-related seaborne logistics services could adversely affect our business and results of operations.

Global commercial vessel fleet grew at CAGR of 5% between 2010 and 2019, from 1,276 million deadweight tonnage to 2,069 million deadweight tonnage (*Source: CRISIL Report*). New-build prices for vessels anticipate trends in future freight rates, as demand for newer vessels typically mirror growth in trade. Consequently, a depressed new-build price environment is indicative of weak demand for vessels, on account of a subdued trade environment. As per CRISIL, new-build prices in 2020 across tankers vessel categories were 10-15% below 2011 levels. This was largely due to changing trade dynamics, which created an oversupply of merchant vessels and compelled prospective buyers to delay or cancel vessel purchases (*Source: CRISIL Report*). We believe that the market participants who are best able to survive in an environment of low freight rates are those with a diversified vessel and product portfolio, a high percentage of long-term charter contracts, and sufficient liquidity and flexibility in their cost structure. As the demand for liquid cargo shipping reaches the limits of available supply, charter rates increase sharply. Accordingly, when the surplus of available tonnage is low, a relatively small increase in demand can cause freight rates to increase sharply. When the surplus of available tonnage is high, on the other hand, charter rate increases will be relatively small, even with a large increase in demand.

In addition, the liquid seaborne logistics industry is highly competitive and has barriers to entry that are capital intensive and require compliance with safety norms as the cargo is hazardous and dangerous. During an upturn in demand, there are likely to be a few new market entrants, increasing the number of players in the industry and stiffening the competition in the market. As a result, the historical trend has been for strong global growth or shifts in the balance of trade to lead to strong markets and high rates, and then to be followed by additions to capacity, leaving the industry vulnerable to a downturn. During such a downturn, freight rates could decline materially.

The financial performance of the liquid seaborne logistics industry has historically been cyclical, with volatility in freight rates due to the fluctuations in the supply of and demand for services explained above. We seek to manage this exposure by maintaining a balance in our charter mix between time and voyage charters and by trading in an environment where demand is high, relatively stable and local owners of local liquid seaborne logistics companies are encouraged.

Capacity and composition of our fleet

The number of vessels in our fleet is the most important factor that directly affects our results of operations. As the number of vessels in our fleet has increased, our revenues have increased accordingly, as have our expenses.

With the additional vessels, we have also increased our tonnage capacity. We began our operations with only one vessel in 2003. Our capacity expanded from 6,009 MT of deadweight as of March 31, 2003, to 66,889 MT of deadweight by March 31, 2010 to 1,105,682 MT of deadweight as of the date of this Draft Red Herring Prospectus. In Fiscal 2010, we purchased our first MR vessel. Since then, we have grown our fleet and capacity by acquisition of additional vessels at regular intervals. In Fiscal 2016, we acquired our first two crude oil vessels, M.T. Saffron and M.T. Crimson, which were of the Suezmax type and substantially increased our capacity. In Fiscal 2017, we acquired a VLCC vessel, M.T. Lavails. Since April 1, 2017, we have grown our fleet, from 12 vessels as of April 1, 2017, to 20 vessels as of the date of this Draft Red Herring Prospectus, including a series of MR tankers, one LR I tanker, Suezmax tankers and handy sized tankers.

In addition to size and capacity, another important characteristic of our fleet is its composition. As of the date of this Draft Red Herring Prospectus, we own and operate 20 liquid cargo vessels with a total deadweight capacity of 1,105,682 MT out of which four are Small vessels, 13 are MR vessels, and three are Suezmax vessels. These vessels differ in size (and therefore tonnage capacity), age, functionality, reach and usage, as well as in the make-up of their technical equipment. As we have a diverse fleet with different types of vessels, we are able to deploy vessels in India and abroad carrying different grades of cargoes. The small vessels mainly carry black oil and lube oil cargoes. The MR vessels mostly black oils and white oils. One of our crude oil vessels which imports crude oil into India on voyage charters or spot charter can be deployed with foreign charterers since it is not employed by any specific oil company through time charter. This enables us to broaden the geographical horizon to source business.

We also have a mix of time charters and voyage charters based on the capacity of our vessels deployed on such charters. As of the date of this Draft Red Herring Prospectus, we have 15 of our 20 liquid cargo vessels on time charters (or scheduled to go on time charter in the near future) and five on voyage charter.

The costs of acquiring these vessels, as well as their carrying values once acquired and their continuing maintenance costs, vary in accordance with their characteristics listed above, as do the direct costs of operating each vessel. Similarly, freight rates for the different sizes of vessels also vary. In addition, the world market for supply and demand for vessels differs by geographic location and by types of products, and therefore also by type and location of different vessels. As a result of all of these factors, we expect our profit margins on different types of vessels to differ from each other. We seek to maintain a broad portfolio of different vessels within our fleet and a balance between vessels in our operating segments in order that we may be able to service those geographic and product markets that we believe will grow and continue to be profitable in the future and in order that we may maintain our margins in our seaborne logistics operations.

Freight rates

Freight rates for the seaborne transportation of liquid cargo differ according to product, type and size of vessel, and to a lesser extent to the age of vessel used, length and speed of haul, geographic region and a number of other variables. They are driven largely by the geographic balance of trade, which determines the length of haul required, and by the growth of shipping capacity, namely the number of new vessels coming into the market less the number of older vessels scrapped or lost. Freight rates have a direct and substantial effect on our revenues and profits. A shortage in vessel capacity means not only that the utilisation rate of our vessels will rise, but also that freight rates will increase, thereby raising our average revenues per day. If the vessel capacity increases for a prolonged period of time and the demand for vessel capacity does not increase correspondingly, freight rates could decrease, thereby reducing our average revenues per day.

In addition to being driven by market conditions, freight rates also differ depending on the type of charter agreement being entered into between the vessel owner and the charterer. Under time charters, vessels are chartered by charterers for a specific duration of time and for a fixed charter hire. The bunker and port charges, are directly paid by the charterer. Under voyage charters the vessel owner provides vessel capacity to transport a certain amount of cargo, for a fixed rate, within a specified period from one place to the destination designated by the charterer. Voyage charters are contracts for a single voyage that is calculated based on a percentage of the Worldscale base rate. Under voyage charters or spot charters, port charges and bunkers are to the account of the vessel owner. However, the vessel owners build in the bunkers, port dues and daily time charter earnings to derive the voyage charters earnings which are billed to the charterer. In a voyage charter arrangement, we may benefit from a drop in fuel prices during the life of the contract if we can purchase fuel for less than the fuel cost that was built in under the charter. Conversely, we may be adversely affected by a rise in fuel prices if we have to purchase fuel for more than the fuel cost that was built in under the voyage charter.

During an upturn in economic conditions, freight rates and margins in the spot market may be substantially higher than the rates negotiated for time charters, due in part to a certain long-term 'discount' built into time charters. On the other hand, time charters provide stable rates that protect us against downward pressure on freight rates during a market downturn. Time charter rates thus reflect the prevailing spot market rates and expectations of future time charter rates at the time of entry into the relevant time charters.

Utilisation Rate

Our revenues also depend on the utilisation rate of our vessels. Utilisation rate is the number of days per year during which our vessels are available for operations compared to the number of days during which they are off-hire, due to dry docking or maintenance and repair. It reflects the extent to which our fleet is available to secure suitable employment during a period that affects our revenues. The fewer days our vessels spend in dry dock, the higher our revenues, although ensuring proper vessel maintenance requires a certain amount of off-hire time, which should reduce down-time of vessels in the future and prolong their useful life. The utilization of vessels can also be affected when the vessel waits at a port prior to loading or discharging of cargo during a voyage charter due to port congestion. The amount of demurrage the company earns for such waiting might not be commensurate to the freight she can earn if she was on a voyage instead.

We consider acquiring a vessel when we believe there is a gap in the supply of vessels in any particular segment in the market and the demand for such vessels. Accordingly, the average wait time for our currently owned vessels to be deployed from the time of being acquired by us has been approximately 18.8 days which is primarily the time required to get regulatory approvals including changing of the flag of the vessel. Further, the average wait time for our currently owned vessels is approximately 12.8 days, if the dry docking period and survey period is excluded. We also follow a model of acquiring previously owned vessels at a relatively lower or competitive rate when asset values are low and then maintaining them through trained professionals so that the vessel's operating efficiency matches that of younger vessels. This enables us to maximize the utilisation of our vessels and enables us to maintain and improve our results of operations and financial condition.

Costs

Our profitability is significantly impacted by our operational expenses. In Fiscals 2018, 2019 and 2020, and the nine months ended December 31, 2020, our vessel operating expenses which comprises of purchase of fuel oil and other inventories, operating expenses and (increase) / decrease in inventories were ₹ 1,801.04 million, ₹ 2,584.61 million, ₹ 3,324.05 million and ₹ 2,491.25 million respectively, or 43.6%, 55.3%, 46.8% and 38.0%, respectively, of our revenue from contracts with customer. Any increase in expenses related to bunker (of fuel), ship management expenses, maintenance, repairs, spare parts, salaries, consumables and compliance with new rules and regulations will have a material adverse impact on the results of our operations, if we cannot pass such increased costs to the charterers.

Further, some of our expenses, such as rent on our properties and interest on our indebtedness, are fixed or subject to limited adjustment by us, and will not fluctuate in proportion to changes in operating revenues. If our income from operations decreases due to our inability to employ our vessels at profitable rates or low productivity, we are still required to pay such fixed expenses which will reduce our profitability and operating margin. We might also incur significant notional costs due to the fair value loss on financial instruments, which are cross-currency swaps on our term loans. We might also incur exchange loss on the outstanding amounts of our foreign currency borrowings.

In addition, our financing costs and depreciation and amortisation expenses are significant. We incur financing costs primarily in order to finance the acquisition of vessels for the expansion of our fleet. Since our business is capital intensive, depreciation and amortisation expenses also form a substantial part of our overall cost.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Current versus non-current classification

Our Company presents assets and liabilities in the balance sheet based on current/ non-current classification. An asset is treated as current when it is:

- i. Expected to be realised or intended to be sold or consumed in normal operating cycle;
- ii. Held primarily for the purpose of trading
- iii. Expected to be realised within twelve months after the reporting period, or
- iv. Cash or cash equivalent 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:

- i. It is expected to be settled in normal operating cycle;
- ii. It is held primarily for the purpose of trading;
- iii. It is due to be settled within twelve months after the reporting period, or
- iv. There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

Our Company classifies all other liabilities as non-current.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The Company has identified twelve months as its operating cycle.

Foreign currencies

Functional and presentation currency

Our Company's Ind AS financial statements are presented in Indian Rupee (INR), which is also our Company's functional and presentation currency

Transactions and balances

Transactions in foreign currencies are translated into functional currency using the monthly average exchange rates. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the year-end exchange rates are recognised in Profit or loss. Non-monetary items, which are measured in terms of historical cost denominated in foreign currency, are reported using the exchange rate at the date of transaction.

Exchange differences relating to long term foreign currency monetary items recognised in the financial statements for the period prior to the first Ind AS reporting period viz. April 1, 2017 are accounted in terms of para D13AA of Ind- AS 101 and accordingly, such differences are added to/deducted from the cost of such capital asset and depreciated over the balance useful life of the asset, in so far as they relate to the acquisition of a depreciable capital asset.

Property, plant and equipment, and depreciation

All property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses, if any.

The cost of property, plant and equipment comprises its purchase price net of any trade discounts and rebates, any import duties and other taxes (other than those subsequently recoverable from the tax authorities), any directly attributable expenditure including brokerage and start-up costs on making the asset ready for its intended use and other incidental expenses.

When significant parts of plant and equipment are required to be replaced at intervals, company depreciates them separately based on their specific useful lives. When major inspection is performed, its cost is recognized in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repairs and maintenance costs are recognized in profit or loss as incurred.

Capital work in progress is stated at cost, net of accumulated impairment losses, if any.

Dry docking is considered as a separate component & when a major inspection/ overhaul is performed, its cost is recognized in the carrying amount of the related fixed asset as a replacement cost if the recognition criteria are

satisfied. The cost of such major inspection/ overhaul is depreciated separately over the period of thirty months. Upon next major inspection/ overhaul, the costs of new major inspection/ overhaul are added to the asset's cost and any amount remaining from the previous inspection/ overhaul is derecognized. All other repair and maintenance costs are recognized in profit or loss as incurred.

On transition to Ind AS, our Company has elected to continue with the carrying value of all of its property, plant and equipment recognized as at April 1, 2016 measured as per the previous GAAP and use that carrying value as the deemed cost of the property, plant and equipment.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

Depreciation on Property, Plant and equipment is provided to the extent of depreciable amount on the written down value ('WDV') method.

Depreciation is provided based on useful life of the assets as prescribed in Schedule II of the Companies Act, 2013 except in respect of Vessels, where useful life is considered as under based on technical evaluation.

Our Company has assessed the following useful life to depreciate and amortize on its property, plant and equipment and intangible assets respectively.

Particulars	Useful Lives of the Assets estimated by the management (years)
Vessel *	Date of built - 23
	Date of acquisition - 10-20
Furniture and Fixture	10
Vehicles	8 and 10
Speed Boat	13
Computer	6
Office Equipment	5
Intangible Asset	10

** Estimated useful life of the vessels is considered from the year of build and the second hand vessels acquired by management are depreciated on the estimation of balance useful life as at the date of acquisition. The balance estimated useful life considered for depreciation of second-hand vessels ranges between 10 to 20 years. Further, our Company has decided to value of scrape cost of vessels for the purpose of depreciation based on recent market trends.*

Based on internal technical assessment and past experience, vessels are depreciated over estimated useful lives which are different from the useful life prescribed in Schedule II to the Companies Act, 2013. Our management believes that these estimated useful lives are realistic and reflect fair approximation of the period over which the assets are likely to be used.

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on de-recognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

Intangible assets

Software costs are included in balance sheet as intangible assets and are measured on initial recognition at cost. The cost of intangible asset comprise of the purchase price paid net off taxes. Intangible assets are amortized on a straight line basis over the estimated useful of ten years from the date when the asset is available for use.

The amortization period and the amortization method are reviewed at least at each financial year end. If the expected useful life of the asset is significantly different from previous estimates, the amortization period is changed accordingly. If there has been a significant change in the expected pattern of economic benefits from the asset, the amortization method is changed to reflect the changed pattern.

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 de-recognized.

Impairment of non-financial assets

Our Company assesses at each reporting date whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, our Company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's or cash-generating unit's ("CGU") net selling price and its value in use. The 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. Where 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. In determining net selling price, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used.

Our Company bases its impairment calculation on detailed budgets and forecast calculations which are prepared separately for each of our Company's cash-generating units to which the individual assets are allocated.

Impairment losses of continuing operations, including impairment on inventories, are recognized in the statement of profit and loss.

After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life.

An assessment is made at each reporting date as to whether there is any indication that previously recognized impairment losses may no longer exist or may have decreased. If such indication exists, our Company estimates the asset's or cash-generating unit's recoverable amount. A previously recognized impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognized. The reversal is limited so that the carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognized for the asset in prior years. Such reversal is recognized in the statement of profit and loss.

Inventories

Inventories are carried at lower of cost and net realizable value. Cost is ascertained on first-in-first out basis. The cost includes all costs of purchase and other costs incurred in bringing the inventories to their present location and condition. Net realizable value is the estimated selling prices in the ordinary course of business less estimated cost necessary to make the sale.

Borrowing cost

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 and are capitalised along with the assets in case of exchange differences relating to Long term foreign currency monetary items recognised in the financial statements for the period prior to the first Ind AS reporting period viz. April 1, 2017, in accordance with para D13AA of Ind- AS 101.

Lease

Our Company lease asset classes consist of leases for premises. Our Company, at the inception of a contract, assesses whether the contract is a lease or not lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a time in exchange for a consideration. This policy has been applied

to contracts existing and entered into on or after April 1, 2017.

Company as a lessee

Our Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. Our Company recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

Right-of use assets

Our Company recognises right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognised, initial direct costs incurred, deferred lease components of security deposits and lease payments made at or before the commencement date less any lease incentives received. Unless our Company is reasonably certain to obtain ownership of the leased asset at the end of the lease term, the recognised right-of-use assets are depreciated on a straight-line basis over the shorter of its estimated useful life and the lease term. Right-of-use assets are subject to impairment.

Lease Liabilities

At the commencement date of the lease, our Company recognises lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

In calculating the present value of lease payments, our Company uses the incremental borrowing rate at the lease commencement date if the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the in-substance fixed lease payments or a change in the assessment to purchase the underlying asset.

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.

Lease term

Our Company determines the lease term as the non-cancellable term of the lease, together with any periods covered by an option to extend the lease if it is reasonably certain to be exercised, or any periods covered by an option to terminate the lease, if it is reasonably certain not to be exercised.

Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset. Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in

the market place (regular way trades) are recognised on the trade date, i.e., the date that our Company commits to purchase or sell the asset.

Subsequent measurement

For purposes of subsequent measurement, financial assets are classified in four categories:

- i. Debt instruments at amortised cost;
- ii. Debt instruments at fair value through other comprehensive income (FVTOCI);
- iii. Debt instruments, derivatives and equity instruments at fair value through profit or loss (FVTPL);
- iv. Equity instruments measured at fair value through other comprehensive income (FVTOCI)

Debt instruments at amortised cost

A 'debt instrument' is measured at the amortised cost if both the following conditions are met:

- A. The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
- B. Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest ('SPPI') on the principal amount outstanding.

This category is the most relevant to our Company. After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised 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 amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss.

Debt instrument at FVTOCI

A 'debt instrument' is classified as at the FVTOCI if both of the following criteria are met:

The objective of the business model is achieved both by collecting contractual cash flows and selling the financial assets, and

The asset's contractual cash flows represent SPPI.

Debt 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 the other comprehensive income.

However, our Company recognizes interest income, impairment losses and reversals and foreign exchange gain or loss in the profit or loss.

Debt instrument at FVTPL

FVTPL is a residual category for debt instruments. Any debt instrument, which does not meet the criteria for categorization as at amortized cost or as FVTOCI, is classified as at FVTPL.

Debt instruments included within the FVTPL category are measured at fair value with all changes recognized in the Statement of Profit and Loss. However currently our Company does not have any financial instruments in this category.

Equity investments

All equity investments in scope of Ind AS 109 are measured at fair value. Equity instruments which are held for trading are classified as at FVTPL. For all other equity instruments, our Company may make an irrevocable election to present in other comprehensive income subsequent changes in the fair value. Our Company makes such election

on an instrument-by-instrument basis. The classification is made on initial recognition and is irrevocable.

If our Company decides to classify an equity instrument as at FVTOCI, then all fair value changes on the instrument, excluding dividends, are recognized in the OCI. There is no recycling of the amounts from OCI to P&L, even on sale of investment. However, the Company may transfer the cumulative gain or loss within equity. Equity instruments included within the FVTPL category are measured at fair value with all changes recognized in the P&L.

De-recognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised (i.e. removed from the Companies balance sheet) when:

- The rights to receive cash flows from the asset have expired, or
- Our 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) our Company has transferred substantially all the risks and rewards of the asset, or
 - b) our Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset."

On de-recognition, any gains or losses on all debt instruments (other than debt instruments measured at FVOCI) and equity instruments (measured at FVPTL) are recognized in the Statement of Profit and Loss. Gains and losses in respect of debt instruments measured at FVOCI and that are accumulated in are reclassify to profit or loss on de-recognition. Gains or losses on equity instruments measured at FVOCI that are recognized and accumulated in Other Comprehensive Income are not reclassified to profit or loss on de-recognition.

Impairment of financial assets

Our Company applies expected credit loss ('ECL') model for measurement and recognition of impairment loss on the following financial assets and credit risk exposure:

- a) Financial assets that are debt instruments, and are measured at amortised cost e.g., loans, debt securities, deposits, trade receivables and bank balance.
- b) Financial assets measured at fair value through other comprehensive income.

Our Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables.

The application of simplified approach does not require our Company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss. However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings, payables, or as appropriate.

All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

Our Company's financial liabilities include trade and other payables, loans and borrowings including bank overdrafts.

Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

Financial liabilities at FVTPL

Financial liabilities at fair value through profit or loss include financial liabilities designated upon initial recognition as at fair value through profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated at the initial date of recognition, and only if the criteria in Ind-AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risk are recognized in Other Comprehensive Income. These gains/ loss are not subsequently transferred to profit or loss. However, our Company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognised in the statement of profit or loss.

Financial liabilities at amortized cost

Financial liabilities classified and measured at amortized such as loans and borrowings are initially recognized at fair value, net of transaction cost incurred. After initial recognition, financial liabilities are subsequently measured at amortised cost using the Effective interest rate (EIR) method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised 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 amortisation is included as finance costs in the statement of profit and loss.

De-recognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expired. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the de-recognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Derivative financial instruments and hedge accounting

Initial recognition and subsequent measurement

Our Company uses derivative financial instruments, such as interest rate swaps to hedge its foreign currency risks, 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.

Revenue Recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to our Company and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured based on the consideration to which our Company expects to be entitled in contract with customer. The consideration is determined based on the price specified in the contract, net of volume discounts and rebates. Revenue excludes any taxes or duties collected on behalf of the Government which are levied on sales such as goods and services tax.

Our Company earns revenue from time and voyage charter.

Time Charter hire earnings are accrued on time proportion basis. Revenue from voyage charters is recognised as income, by reference to the voyage progress on load-to-discharge basis, which has been assessed by management to be an appropriate measure of progress towards complete satisfaction of the performance obligations over time under Ind AS 115.

Demurrage earnings are recognized on a proportionate basis when the outcome of service provided can be reliably measured.

Interest income

For all debt instruments measured either at amortised cost, 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, our 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. Interest income is included in finance income in the statement of profit and loss.

Insurance claim

Insurance claims are accounted for on the basis of claims admitted / expected to be admitted and to the extent that the amount recoverable can be measured reliably and it is reasonably certain to expect the ultimate collection.

Taxes on Income

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 directly in equity is recognized in equity and not in the statement of profit and loss. Pursuant to the introduction of section 115 VA under the Income-tax Act, 1961, the Company has opted for computation of its income from shipping activities under the tonnage tax scheme. Thus, income from the business of operating ships is assessed on the basis of the deemed tonnage income of the Company and no deferred tax is applicable to such income as there are no temporary differences.

Employee Benefits

Retirement benefit in the form of provident fund is a defined contribution scheme. Employee benefits in the form of Seamen's Welfare Contributions are considered as defined contribution plans and the contributions are charged to the Statement of Profit and Loss of the period when the contributions to the respective funds are due. The Company recognizes contribution payable to the provident fund scheme as an expenditure, when an employee renders the related service.

The cost of providing benefits under the defined benefit plan is determined using the projected unit credit method.

The Company has defined benefit plans for its employees, viz., gratuity liability. The costs of providing benefits under this plan is determined on the basis of actuarial valuation at each year-end. Remeasurements, comprising of actuarial gains and losses for the defined benefit plan are recognized in full in the period in which they occur in the statement of other comprehensive income.

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 consolidated statement of profit and loss:

- i) Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- ii) Net interest expense or income

The accumulated leaves at the year end are not carried forward and the entire leave balance gets lapsed. Hence, no provision for leave encashment is provided in the books

SIGNIFICANT ACCOUNTING JUDGEMENTS, ESTIMATES AND ASSUMPTIONS

The preparation of the Company's financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the accompanying disclosures, and the disclosure of contingent liabilities. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in future periods.

Estimates and assumptions

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 (“DCF”) 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.

Useful life and residual values of property and equipment

On initial recognition, the cost of property and equipment acquired is allocated to each component of the asset and depreciated separately.

Maintenance costs are recognized as expenses for the year, with the exception of mandatory dry-docks required to maintain vessel navigation certificates, which constitute an identifiable component upon the acquisition of a vessel and which are thereafter capitalized when the following dry-docks occur. Dry-docks are depreciated over the remaining useful life of the related vessel or to the date of the next dry-dock, whichever is sooner.

Useful lives are estimated based on past experience. Management decides from time to time to revise the estimates for individual assets or groups of assets with similar characteristics due to factors such as quality of maintenance and repair, technical development and environmental requirements.

In the nine months ended December 31, 2020, our Company has changed the useful life of the vessels from 30 years to 23 years, which has impacted additional depreciation of ₹ 1,358.20 million.

In Fiscal 2020, our Company has changed the useful life of the vessels from 35 years to 30 years and also Company has changed the scrap rate of vessel from US\$ 250 to US\$ 325 per ton of vessel, which has impacted additional depreciation of ₹ 205.70 million.

Residual values are difficult to estimate given the long lives of vessels, the uncertainty as to future economic conditions and the future price of steel, which is considered as the main determinant of the residual price. Management continually reassesses the residual value of the assets based on changes in the economic environment and revises the values to reflect the impact of any significant changes.

Defined benefit plans (gratuity benefits)

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. Due to the complexities involved in the valuation and its long-term nature, a defined benefit obligation is highly sensitive to changes in these assumptions. All assumptions are reviewed at each reporting date.

Impairment of non-financial assets

Impairment exists when the carrying value of an asset or cash generating unit exceeds its recoverable amount, which is the higher of its fair value less costs of disposal and its value in use. The fair value less costs of disposal calculation is based on available data from binding revenue agreements, conducted at arm's length, for similar assets or observable market prices less incremental costs for disposing of the asset. The value in use calculation is based on a DCF model. The cash flows are derived from the budget and do not include restructuring activities that the Company is not yet committed to or significant future investments that will enhance the asset's performance of the CGU being tested. The recoverable amount is sensitive to the discount rate used for the DCF model as well as the expected future cash-inflows and the growth rate used for extrapolation purposes.

CHANGES IN ACCOUNTING POLICIES

Other than as required for the preparation of our Restated Financial Statements, there have been no changes in our accounting policies during Fiscals 2018, 2019 and 2020, and in the nine months ended December 31, 2020.

PRINCIPAL COMPONENTS OF INCOME AND EXPENSES

Total Income

Our total income comprises (i) revenue from contracts with customer, and (ii) other income.

Revenue from contracts with customer

Our revenue from contracts with customer is comprised of time charter - charter hire, and voyage charter - freight and demurrage.

Charter hire

Charter hire represents income we earn from time chartering our vessels with third parties.

Freight and demurrage

Freight and demurrage represents income we earn from freight and demurrage contracts where the rate charged to our customers is based on the amount of freight shipped. This occurs in voyage charters and contracts of affreightment.

Other income

Other income includes: (i) income from investments; (ii) insurance claim; (iii) interest on lease deposit; (iv) interest on fixed deposits; (v) exchange differences (net); (vi) fair value gains on financial instruments as fair value; (vii) interest on income tax refund; (viii) profit on sale of assets; and (ix) other income.

Total expenses

Our total expenses comprises (i) purchase of fuel oil and other inventories, (ii) operating expenses, (iii) (increase)/decrease in inventories, (iv) employee benefit expenses, (v) depreciation and amortization, (vi) finance costs, and (vii) other expenses.

Purchase of fuel oil and other inventories

Purchase of fuel oil and other inventories, primarily includes: (i) purchase of bunkers; (ii) purchase of lube oil; and (iii) purchase of other inventories.

Operating expenses

Operating expenses primarily includes: (i) crew charges; (ii) port expenses; (iii) stores and spares consumed; (iv) insurance charges; (v) repairs and maintenance of ships; (vi) survey and certification; (vii) agency fees; (viii) freight and octroi charges; and (ix) other operating expenses.

(Increase)/ decrease in inventories

Changes in inventories of bunkers, lube oil and others.

Employee benefit expenses

Employee benefit expenses primarily includes: (i) salaries and bonus; (ii) directors' remuneration; (iii) contribution to provident fund; (iv) employee stock option scheme; (v) gratuity expense; and (vi) staff welfare expenses.

Depreciation and amortization expense

Depreciation and amortization expense primarily includes: (i) depreciation of property, plant and equipment; (ii) amortization of intangible assets; and (iii) depreciation of right of use of assets.

Finance Costs

Finance costs primarily includes: (i) interest on term loan; (ii) interest on lease liability; (iii) bank charges; (iv) interest on unsecured loan; and (v) interest on bank overdraft facility.

Other expenses

Other expenses primarily includes: (i) fair value loss on financial instruments as fair value; (ii) exchange differences (net); (iii) insurance – written off; (iv) legal and professional fees; (v) rates and taxes; (vi) bad debts; (vii) travelling and conveyance; (viii) rent; (ix) business promotion expenses; (x) corporate social responsibility expenditure; (xi) communication expenses; (xii) payment to auditor; (xiii) impairment allowance on receivable; (xiv) repairs and maintenance; (xv) loss on sale of assets; (xvi) director's sitting fees; and (xvii) miscellaneous expenses, comprising inspection charges of vessels, membership and subscriptions, electricity charges and seafarers' welfare fund.

NON-GAAP MEASURES

EBIT, EBITDA, EBITDA Margin, Average Capital Employed, Return on Average Capital Employed, Net Worth, Average Net Worth, Return on Average Net Worth, Average Equity, Return on Average Equity, Debt to Equity, profit (loss) for the period from operations margin (PAT Margin), CAGR, Net Debt/ EBITDA, Net Asset Value per share and others, (together, "**Non-GAAP Measures**"), presented in this Draft Red Herring Prospectus is a supplemental measure of our performance and liquidity that is not required by, or presented in accordance with Ind AS, Indian GAAP, IFRS or US GAAP. Further, these Non-GAAP Measures are not a measurement of our financial performance or liquidity under Ind AS, Indian GAAP, IFRS or US GAAP and should not be considered in isolation or construed as an alternative to cash flows, profit/ (loss) for the years/ period or any other measure of financial performance or as an indicator of our operating performance, liquidity, profitability or cash flows generated by operating, investing or financing activities derived in accordance with Ind AS, Indian GAAP, IFRS or US GAAP. In addition, EBITDA, EBITDA Margin, Average Capital Employed, Return on Average Capital Employed, Net Worth, Average Net Worth, Return on Average Net Worth, Average Equity, Return on Average Equity, Debt to Equity, profit (loss) for the period from operations margin (PAT Margin), CAGR, Net Debt/ EBITDA, Net Asset Value per share and others, are not standardised terms, hence a direct comparison of these Non-GAAP Measures between companies may not be possible. Other companies may calculate these Non-GAAP Measures differently from us, limiting its usefulness as a comparative measure. Although such Non-GAAP Measures are not a measure of performance calculated in accordance with applicable accounting standards, our Company's management believes

that they are useful to an investor in evaluating us as they are widely used measures to evaluate a company's operating performance.

Reconciliation of Total Comprehensive Income for the Year/ Period to EBITDA and EBITDA Margin

The table below reconciles Total Comprehensive Income for the Year/ Period to EBITDA and EBITDA Margin. EBITDA is calculated as Total Comprehensive Income for the Year/ Period less other comprehensive income plus total tax expenses, exceptional items, finance costs and depreciation and amortization expenses, less interest income, while EBITDA Margin is the percentage of EBITDA divided by total income less interest income.

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020#
Total Comprehensive Income for the year (I)	881.61	387.64	802.97	1,189.21
Less: Other comprehensive income (II)	1.60	(0.52)	0.01	(5.46)
Tonnage Tax (III)	14.04	14.93	13.34	11.42
Current Tax (IV)	4.70	6.90	31.30	20.78
Add: Total Tax Expenses (V) = (III + IV + V)	18.74	21.83	44.64	32.20
Add: Exceptional Items (VI)	(10.43)	-	-	-
Add: Finance Costs (VII)	287.43	303.06	437.76	311.56
Add: Depreciation and Amortisation expense (VIII)	936.20	986.75	1,570.08	3,010.04
Interest on fixed deposit (IX)	13.57	20.47	117.50	67.87
Interest on Lease deposit (X)	6.12	6.69	9.43	9.38
Income from investments (XI)	-	0.05	7.22	14.17
Less: Interest Income (XII) = (IX + X + XI)	19.69	27.20	134.15	91.43
Earnings before interest, taxes, depreciation and amortization expenses (EBITDA) (XIII) = (I - II + V + VI+VII+VIII-XII)	2,092.26	1,672.60	2,721.28	4,457.04
Total Income (XIV)	4,151.63	4,703.22	7,279.61	7,425.64
Total Income net of interest income (XV) = (XIV - XII)	4,131.94	4,676.02	7,145.46	7,334.21
EBITDA Margin (EBITDA as percentage of Total Income net of interest income) (XVI) = (XIII/XV)	50.6%	35.8%	38.1%	60.8%

Numbers for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Equity and Total Borrowings to Average Capital Employed and Return on Average Capital Employed

The table below reconciles Equity and Total Borrowing to Average Capital Employed and Return on Average Capital Employed ("ROCE"). Average capital employed is calculated as the Average of Equity Share Capital plus Other Equity addaverage of total borrowings at the beginning and end of each year, while ROCE is calculated as EBIT divided by Average Capital Employed.

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020#
Closing Capital Employed Balance				
Equity share Capital (I)	476.90	572.28	572.28	572.28
Other Equity (II)	4,368.11	6,634.46	7,437.43	8,626.63
Total Closing Equity (III)= (I + II)	4,845.01	7,206.74	8,009.71	9,198.91
Non-Current Borrowings (IV)	3,003.04	3,534.47	5,468.66	5,697.36
Current Maturities of long term borrowings (V)	1,118.64	1,131.52	1,710.14	1,514.17
Current Borrowings (VI)	-	-	113.02	916.58
Total Closing Borrowings (VII) = (IV+V+VI)	4,121.68	4,665.99	7,291.81	8,128.11
Closing Capital Employed (VIII) = (III + VII)	8,966.69	11,872.73	15,301.52	17,327.02
Opening Capital Employed Balance				
Equity share Capital (IX)	66.98	476.90	572.28	572.28
Other Equity (X)	3,920.06	4,368.11	6,634.46	7,437.43
Total Opening Equity XI= (IX + X)	3,987.04	4,845.01	7,206.74	8,009.70
Non-Current Borrowings (XII)	3,160.60	3,003.04	3,534.47	5,468.66
Current Maturities of long term borrowings (XIII)	966.10	1,118.64	1,131.52	1,710.14
Current Borrowings (XIV)	-	-	-	113.02
Total Opening Borrowings (XV) = (XII+XIII + XIV)	4,126.70	4,121.68	4,665.99	7,291.81
Opening Capital Employed (XVI) = (XI + XV)	8,113.74	8,966.68	11,872.73	15,301.51
Average Capital Employed (XVII) = (VIII + XVI)/2	8,540.21	10,419.70	13,587.12	16,314.27
EBITDA (XVIII)	2,092.26	1,672.60	2,721.28	4,457.04
Less: Depreciation expense (XIX)	936.20	986.75	1,570.08	3,010.04
Earnings Before Interest, Tax (EBIT) (XX) = (XVIII - XIX)	1,156.06	685.85	1,151.21	1,447.00
Return on Average Capital Employed (XXI) = (XX/XVII)	13.5%	6.6%	8.5%	8.9%

Numbers for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Average Equity to Return on Average Equity

The table below reconciles Average Equity to return on average equity. Return on average equity is calculated as profit for the year/ period divided by average equity.

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020#
Total Opening Equity (I)	3,987.04	4,845.01	7,206.74	8,009.71
Total Closing Equity (II)	4,845.01	7,206.74	8,009.71	9,198.91
Average Equity (III)= (I + II) / 2	4,416.02	6,025.87	7,608.22	8,604.30
Profit (Loss) for the period from operations (IV)	880.01	388.16	802.96	1,194.67
Return on Average Equity (V) = (IV/III)	19.9%	6.4%	10.6%	13.9%

Numbers for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Total Equity and Borrowings to Debt to Equity Ratio

The table below reconciles Total Equity and Total Borrowings to debt to equity ratio. Total Borrowings is calculated as the sum of total non-current borrowings, current maturities of long term borrowings and short term borrowings, while Debt to Equity is calculated as Total Borrowings divided by Total Equity.

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020#
Total Equity (I)	4,845.01	7,206.74	8,009.71	9,198.91
Total Borrowings (II)	4,121.68	4,665.99	7,291.81	8,128.11
Debt to Equity ratio III = (II/I)	0.85	0.65	0.91	0.88

Numbers for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Profit/ (loss) for the year/ period from operations to Profit/(loss) for the year/period from operations margin (PAT Margin)

The table below reconciles profit (loss) for the year/ period from operations to PAT Margin. PAT Margin is calculated as profit for the year/ period from operations divided by total income, represented as a percentage.

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months period ended December 31, 2020#
Profit (Loss) for the period from operations (I)	880.01	388.16	802.96	1,194.67
Total Income (II)	4,151.63	4,703.22	7,279.61	7,425.64
PAT Margin - (III) = I / II	21.2%	8.3%	11.0%	16.1%

Numbers for the nine months ended December 31, 2020 have not been annualized

Working of CAGRs between Fiscal 2018 and 2020 of revenues from contracts with customers, Total Income and EBITDA

The table below demonstrates the working of the compounded annual growth rate (CAGR) of revenues from contracts with customers, Total Income and EBITDA, between Fiscal 2018 and 2020

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018 (I)	Fiscal 2020 (II)	CAGR% (III) = ((II/I)^(1/2))-1
Revenue from contracts with customers	4,126.30	7,110.26	31.3%
Total Income	4,151.63	7,279.61	32.4%
EBITDA	2,092.26	2,721.28	14.0%

Working of Net Asset Value for the year/period

The table below demonstrates the working of the net asset value per share at the end of each year/period.

Description	As at March 31, 2018	As at March 31, 2019	As at March 31, 2020	As at December 31, 2020#
Total Equity (A) (₹ in million)	4,845.01	7,206.74	8,009.71	9,198.91
Weighted average number of equity shares (B)	47,567,530	47,768,019	57,227,550	57,227,550
Net Asset Value per Equity Share (C = A/B) (in ₹)	101.86	150.87	139.96	160.74

Numbers for the nine months ended December 31, 2020 have not been annualized

Working of Earnings per Share for the year/period

The table below demonstrates the working of the earnings per share for each year/period.

Description	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020*
Weighted average number of equity shares (I)	47,567,530	47,768,019	57,227,550	57,227,550
Profit (Loss) for the period from operations (II) (₹ in million)	880.01	388.16	802.96	1,194.67
Earnings per Share (III) = (II/I) (in ₹) (Basic and Diluted)	18.50	8.13	14.03	20.88

* Earnings per share for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Total Borrowings to Net Debt and Net Debt /EBITDA for the year/period

The table below reconciles the total borrowing to net debt and demonstrates the working for the Net Debt/EBITDA for each year/period

(In ₹ million except otherwise stated)

Particulars	Fiscal 2018	Fiscal 2019	Fiscal 2020	Nine months ended December 31, 2020*
EBITDA (I)	2,092.26	1,672.60	2,721.28	4,457.04
Total Borrowings (II)	4,121.68	4,665.99	7,291.81	8,128.11
Less: Cash and cash equivalents (III)	(33.82)	(2,082.12)	(655.39)	(2,289.08)
Less: Other Bank Balances (IV)	(273.66)	(387.23)	(1,598.86)	(1,431.31)
Net Debt (V) = (II + III + IV)	3,814.20	2,196.63	5,037.56	4,407.72
Net Debt/EBITDA - VI = (V) / (I)	1.82	1.31	1.85	0.99

* Net Debt/EBITDA for the nine months ended December 31, 2020 have not been annualized.

Reconciliation of Equity Share Capital and Other Equity to Net Worth

The table below reconciles Equity Share Capital and Other Equity to Net Worth.

(In ₹ million except otherwise stated)

Description	As at March 31, 2018	As at March 31, 2019	As at March 31, 2020	As at December 31, 2020#
Equity share capital (A)	476.90	572.28	572.28	572.28
Other Equity (B)	4,368.11	6,634.46	7,437.43	8,626.63
Net Worth (C) = (A+B)	4,845.00	7,206.74	8,009.70	9,198.91

Numbers for the nine months ended December 31, 2020 have not been annualized

Reconciliation of Net Worth to Average Net Worth and Return on Average Net Worth

The table below reconciles Net Worth to Average Net Worth and Return on Average Net Worth. Return on Average Net Worth is calculated as Profit/(Loss) for the year/period from operations divided by Average Net Worth.

Particulars	As at March 31, 2018	As at March 31, 2019	As at March 31, 2020	As at December 31, 2020#
Total Opening Net Worth (A) (₹ in million)	3,987.04	4,845.00	7,206.74	8,009.70
Total Closing Net Worth (B) (₹ in million)	4,845.00	7,206.74	8,009.70	9,198.91
Total Average Net Worth (C) = (A+B) / 2 (₹ in million)	4,416.02	6,025.87	7,608.22	8,604.31
Profit (Loss) for the year/period from	880.01	388.16	802.96	1,194.67

Particulars	As at March 31, 2018	As at March 31, 2019	As at March 31, 2020	As at December 31, 2020#
operations (D) (₹ in million)				
Return on Average Net Worth (E = D/C)	19.9%	6.4%	10.6%	13.9%

Numbers for the nine months ended December 31, 2020 have not been annualized

RESULTS OF OPERATIONS

The following table sets forth certain information relating to our results of operations for Fiscals 2018, 2019 and 2020, and the nine months ended December 31, 2020:

(In ₹ million except otherwise stated)

Particulars	Fiscal						Nine months ended December 31, 2020	
	2018		2019		2020		(₹ million)	Percentage of total income
	(₹ million)	Percentage of total income	(₹ million)	Percentage of total income	(₹ million)	Percentage of total income		
Income								
Revenue from contracts with customer	4,126.30	99.4%	4,675.82	99.4%	7,110.26	97.7%	6,547.63	88.2%
Other operating income	4.95	0.1%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Other income	20.38	0.5%	27.40	0.6%	169.35	2.3%	878.01	11.8%
Total Income	4,151.63	100.0%	4,703.22	100.0%	7,279.61	100.0%	7,425.64	100.0%
Expenses								
Purchase of fuel oil and other inventories	491.80	11.8%	829.55	17.6%	972.22	13.4%	553.38	7.5%
Operating expenses	1,303.42	31.4%	1,665.90	35.4%	2,457.57	33.8%	1,933.03	26.0%
(Increase)/ decrease in inventories	5.82	0.1%	89.16	1.9%	(105.73)	(1.5)%	4.84	0.1%
Employee benefit expenses	146.50	3.5%	131.99	2.8%	187.40	2.6%	163.27	2.2%
Depreciation and amortization expense	936.20	22.6%	986.75	21.0%	1,570.08	21.6%	3,010.04	40.5%
Finance costs	287.43	6.9%	303.06	6.4%	437.76	6.0%	311.56	4.2%
Other expenses	92.14	2.2%	286.82	6.1%	912.71	12.5%	222.65	3.0%
Total expenses	3,263.31	78.6%	4,293.23	91.3%	6,432.01	88.4%	6,198.77	83.5%
Profit/ (Loss) before exceptional items and tax	888.32	21.4%	409.99	8.7%	847.60	11.6%	1,226.87	16.5%
Exceptional items								
Income from insurance claims	(10.43)	(0.3)%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Profit/ (Loss) before tax	898.75	21.6%	409.99	8.7%	847.60	11.6%	1,226.87	16.5%
Tax expense								
(a) Tonnage tax	14.04	0.3%	14.93	0.3%	13.34	0.2%	11.42	0.2%
(b) Current tax	4.70	0.1%	6.90	0.1%	31.30	0.4%	20.78	0.3%
(c) Deferred tax	-	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%
Total tax expense	18.74	0.5%	21.83	0.5%	44.64	0.6%	32.20	0.4%
Profit/ (Loss) for the period	880.01	21.2%	388.16	8.3%	802.96	11.0%	1,194.67	16.1%

Particulars	Fiscal						Nine months ended December 31, 2020	
	2018		2019		2020		₹ million)	Percentage of total income
	(₹ million)	Percentage of total income	(₹ million)	Percentage of total income	(₹ million)	Percentage of total income		
operations								
Other comprehensive income								
Other comprehensive income not to be reclassified to profit or loss in subsequent periods								
Re-measurement gain/ (loss) on defined benefit plans	1.60	0.0%	(0.54)	0.0%	0.01	0.0%	(5.46)	(0.1)%
Equity instruments through other comprehensive income	0.00	0.0%	0.04	0.0%	0.00	0.0%	0.00	0.0%
Income tax relating to above	0.00	0.0%	(0.02)	0.0%	0.00	0.0%	0.00	0.0%
Other comprehensive income, net of tax	1.60	0.0%	(0.52)	0.0%	0.01	0.0%	(5.46)	(0.1)%
Total comprehensive income for the period	881.61	21.2%	387.64	8.2%	802.97	11.0%	1,189.21	16.0%

NINE MONTHS ENDED DECEMBER 31, 2020

Our financial statements as of and for the nine months ended December 31, 2019 have not been audited, and accordingly no comparative financial information for the nine months ended December 31, 2019 has been included herein. Additionally, figures as at and for the nine months ended December 31, 2020 are not indicative of our annual results as they are for nine-month periods and, as such, are not directly comparable with figures as at and for years ended March 31, 2020, March 31, 2019 and March 31, 2018.

Key Developments

- The charter hire rates and freight rates for tanker vessels increased significantly from April 2020 to June 2020 due to an increase in demand for such vessels to transport and store oil – as a result of the decline in crude oil prices during this period.
- The Company deployed its largest vessel – a VLCC named M.T. Lavails during the same period on a time charter at a charter rate of USD 35,400 per day. At the same time, the Company performed voyage charters on its other large crude oil vessel M.T. Crimson.
- The Company also in-chartered another VLCC from Essar Shipping and deployed it for certain voyage charters at a higher rate than the in-charter.
- In June 2020, the Company deployed its Suezmax tanker M.T. Crimson on a time charter at a rate of USD 42,800 per day.

Income

Total income amounted to ₹ 7,425.64 million in the nine months ended December 31, 2020, and was ₹ 7,279.61 million in Fiscal 2020.

Revenue from contracts with customer

Revenue from contracts with customer amounted to ₹6,547.63 million in the nine months ended December 31, 2020 primarily comprising revenue from time charter-charter hire of ₹ 3,732.37 million and revenue from voyage charter – freight and demurrage of ₹ 2,815.26 million. While revenue from contracts with customer amounted to ₹ 7,110.26

million in Fiscal 2020, primarily comprising revenue from time charter-charter hire of ₹ 4,317.29 million and revenue from voyage charter – freight and demurrage of ₹ 2,792.97 million.

Other income

Other income amounted to ₹ 878.01 million in the nine months ended December 31, 2020 primarily comprising interest on fixed deposit of ₹ 67.87 million, fair value gain on financial instruments at fair value of ₹ 194.63 million, profit on sale of asset of ₹ 540.00 million and insurance claim of ₹ 4.46 million. While other income amounted to ₹ 169.35 million in Fiscal 2020, primarily comprising interest on fixed deposit of ₹ 117.50 million and an insurance claim of ₹ 35.20 million.

Expenses

Total expenses amounted to ₹ 6,198.77 million in the nine months ended December 31, 2020, while total expenses amounted to ₹ 6,432.01 million in Fiscal 2020.

Purchase of fuel oil and other inventories

Purchase of fuel oil and other inventories amounted to ₹ 553.38 million in the nine months ended December 31, 2020, primarily comprising purchase of bunkers of ₹ 451.78 million and purchase of lube oil of ₹ 90.75 million. While purchase of fuel oil and other inventories amounted to ₹ 972.22 million in Fiscal 2020, primarily comprising purchase of bunkers of ₹ 788.24 million and purchase of lube oil of ₹ 167.38 million.

Operating expenses

Operating expenses amounted to ₹ 1,933.03 million in the nine months ended December 31, 2020 primarily comprising crew charges of ₹ 802.89 million, port expenses of ₹ 226.49 million, freight and octroi charges of ₹ 396.94 million and other operating expenses of ₹ 147.22 million. While operating expenses amounted to ₹ 2,457.57 million in Fiscal 2020 primarily comprising, crew charges of ₹ 956.07 million, port expenses of ₹ 502.54 million, and other operating expenses of ₹ 179.40 million in Fiscal 2020.

(Increase)/ decrease in inventories

Decrease in inventories amounted to ₹ 4.84 million in the nine months ended December 31, 2020.

Employee benefit expense

Employee benefit expense amounted to ₹ 163.27 million in the nine months ended December 31, 2020 primarily comprising salaries and bonus of ₹ 115.96 million and directors' remuneration of ₹ 41.71 million. While employee benefit expense amounted to ₹ 187.40 million in Fiscal 2020 primarily comprising salaries and bonus of ₹ 123.51 million and directors remuneration of ₹ 55.62 million.

Depreciation and amortization expense

Depreciation and amortization expense amounted to ₹ 3,010.04 million in the nine months ended December 31, 2020. Depreciation of property, plant and equipment amounted to ₹ 2,975.45 million in the nine months ended December 31, 2020. While depreciation and amortization expense amounted to ₹ 1,570.08 million in Fiscal 2020, primarily comprising depreciation of property, plant and equipment increased of ₹ 1,540.76 million.

Finance costs

Finance costs amounted to ₹ 311.56 million in the nine months ended December 31, 2020 primarily comprising interest on term loan of ₹ 265.65 million. While finance costs amounted to ₹ 437.76 million in Fiscal 2020 primarily comprising interest on term loan of ₹ 360.10 million in Fiscal 2020.

Other expenses

Other expenses amounted to ₹ 222.65 million in the nine months ended December 31, 2020 primarily comprising rates and taxes of ₹ 87.43 million and legal and professional fees of ₹ 46.70 million. While other expenses amounted to ₹ 912.71 million in Fiscal 2020 primarily comprising fair value loss on financial instruments at fair value of ₹ 401.50 million, and exchange differences (net) of ₹167.56 million.

Profit/ (loss) before exceptional items and tax

For the reasons discussed above, profit/ (loss) before exceptional items and tax amounted to ₹ 1,226.87 million in the nine months ended December 31, 2020. Profit/ (loss) before exceptional items and tax was ₹ 847.60 million in Fiscal 2020.

Tax expense

Current tax expenses amounted to ₹ 20.78 million in the nine months ended December 31, 2020. Tonnage tax expenses amounted to ₹ 11.42 million in the nine months ended December 31, 2020. As a result, total tax expense amounted to ₹ 32.20 million in the nine months ended December 31, 2020. Current tax amounted to ₹31.30 million in Fiscal 2020. Tonnage tax expenses amounted to ₹13.34 million in Fiscal 2020. As a result, total tax expense amounted to ₹44.64 million in Fiscal 2020.

Profit/ (loss) for the period/year from operations

For the various reasons discussed above, we recorded a profit for the period from operations amounted to ₹ 1,194.67 million in the nine months ended December 31, 2020. Profit for the year from operations amounted to ₹ 802.96 million in Fiscal 2020.

Total comprehensive income for the period/year

Total comprehensive income amounted to ₹1,189.21 million in the nine months ended December 31, 2020. Total comprehensive income was ₹802.97 million in Fiscal 2020.

Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA)

EBITDA was ₹ 4,457.04 million in the nine months ended December 31, 2020, while EBITDA Margin was 60.8% in the nine months ended December 31, 2020. EBITDA was ₹2,721.28 million in Fiscal 2020, while EBITDA Margin was 38.1% in Fiscal 2020.

FISCAL 2020 COMPARED TO FISCAL 2019

Key Developments

- The Company acquired nine vessels in Fiscal 2020, and sold a few older vessels in Fiscal 2020, resulting in a net addition of five vessels during the period.
- Seven of the nine acquired vessels were deployed on time charters in the Fiscal 2020, while the remaining were deployed pursuant to voyage charter.

Income

Total income increased by 54.8% from ₹ 4,703.22 million in Fiscal 2019 to ₹ 7,279.61 million in Fiscal 2020 primarily due to the reasons discussed below.

Revenue from contracts with customer

Revenue from contracts with customer increased by 52.1% from ₹ 4,675.82 million in Fiscal 2019 to ₹ 7,110.26 million in Fiscal 2020 primarily due to an increase in revenue from time charter-charter hire by 43.8% from ₹

3,002.23 million in Fiscal 2019 to ₹ 4,317.29 million in Fiscal 2020 on account of seven vessels being placed on time charters in Fiscal 2020, and revenue from voyage charter – freight and demurrage by 66.9% from ₹ 1,673.59 million in Fiscal 2019 to ₹ 2,792.97 million in Fiscal 2020 on account of an increase in the volume of freight and corresponding increase in the rates charged under our voyage charters during the period.

Other income

Other income increased from ₹ 27.40 million in Fiscal 2019 to ₹ 169.35 million in Fiscal 2020. This increase was primarily due to an increase in interest on fixed deposit by 474.1% from ₹ 20.47 million in Fiscal 2019 to ₹ 117.50 million in Fiscal 2020 on account of higher investible surplus during Fiscal 2019, that generated interest in Fiscal 2020. In Fiscal 2020, we also had an insurance claim of ₹ 35.20 million.

Expenses

Total expenses increased by 49.8% from ₹ 4,293.23 million in Fiscal 2019 to ₹ 6,432.01 million in Fiscal 2020 primarily due to the reasons discussed below.

Purchase of fuel oil and other inventories

Purchase of fuel oil and other inventories increased by 17.2% from ₹ 829.55 million in Fiscal 2019 to ₹ 972.22 million in Fiscal 2020. This increase was primarily due to an increase in purchase of bunkers by 14.2% from ₹ 690.52 million in Fiscal 2019 to ₹ 788.24 million in Fiscal 2020 on account of re-chartering our vessels multiple times under our voyage charters. Purchase of lube oil also increased by 36.0% from ₹ 123.11 million in Fiscal 2019 to ₹ 167.38 million in Fiscal 2020 on account of a higher increase in fuel prices than anticipated and accounted for while contracting our voyage charters.

Operating expenses

Operating expenses increased by 47.5% from ₹ 1,665.90 million in Fiscal 2019 to ₹ 2,457.57 million in Fiscal 2020 primarily due to the significant increase in tonnage capacity of our fleet, including the LR I tanker M.T. Resolve which was added in Fiscal 2020. Crew charges increased by 37.2% from ₹696.66 million in Fiscal 2019 to ₹ 956.07 million in Fiscal 2020 on account of an increase in the number of crew members engaged on account of a significant increase in the size of our fleet during Fiscal 2020. Further, port expenses increased by 30.6% from ₹ 384.87 million in Fiscal 2019 to ₹ 502.54 million in Fiscal 2020 on account of an increase in volume of freight in the voyage charters entered into in Fiscal 2020. Other operating expenses also increased by 90.1% from ₹94.38 million in Fiscal 2019 to ₹ 179.40 million in Fiscal 2020 on account of maintaining a larger fleet in Fiscal 2020 pursuant to a net addition of five vessels in the period.

(Increase)/ decrease in inventories

Inventory movement changed from a decrease of ₹ 89.16 million in Fiscal 2019 to an increase of ₹105.73 million in Fiscal 2020.

Employee benefit expense

Employee benefit expense increased by 42.0% from ₹ 131.99 million in Fiscal 2019 to ₹ 187.40 million in Fiscal 2020 primarily due to an increase in salaries and bonus, that increased by 72.2% from ₹71.73 million in Fiscal 2019 to ₹123.51 million in Fiscal 2020 on account of an increase in the number of employees during the period and on account of annual increments. Further, staff welfare expenses increased by 116.4% from ₹2.63 million in Fiscal 2019 to ₹5.70 million in Fiscal 2020 on account of increase in the number of employees during the period.

Depreciation and amortization expense

Depreciation and amortization expense increased by 59.1% from ₹ 986.75 million in Fiscal 2019 to ₹ 1,570.08 million in Fiscal 2020 primarily due to increase in depreciation of property, plant and equipment increased by

59.8% from ₹ 964.35 million in Fiscal 2019 to ₹ 1,540.76 million in Fiscal 2020 primarily on account of the net addition of five vessels to our fleet in Fiscal 2020 and the change in useful life estimates from 35 years to 30 years.

Finance costs

Finance costs increased by 44.4% from ₹ 303.06 million in Fiscal 2019 to ₹ 437.76 million in Fiscal 2020 primarily due to interest on term loan, which increased by 32.1% from ₹272.65 million in Fiscal 2019 to ₹ 360.10 million in Fiscal 2020 primarily due to increase in borrowings during Fiscal 2020, including Indian rupee term loans from banks and foreign currency loan from banks.

Other expenses

Other expenses increased by 218.2% from ₹ 286.82 million in Fiscal 2019 to ₹ 912.71 million in Fiscal 2020 primarily due to fair value loss on financial instruments at fair value, which increased from ₹ 13.29 million in Fiscal 2019 to ₹ 401.50 million in Fiscal 2020. This is due to mark to market loss on the outstanding foreign currency loans of the Company, due to the rise in the USD/INR exchange rate. Further, exchange differences (net) increased by 264.1% from ₹ 46.02 million in Fiscal 2019 to ₹167.56 million in Fiscal 2020 on account of the increase in the USD/INR exchange rate.

Profit/ (loss) before exceptional items and tax

For the reasons discussed above, profit/ (loss) before exceptional items and tax was ₹ 847.60 million in Fiscal 2020 compared to ₹409.99 million in Fiscal 2019.

Tax expense

Current tax expenses primarily increased by 353.6% from ₹6.90 million in Fiscal 2019 to ₹31.30 million in Fiscal 2020 primarily due to an increase in profit before tax. Tonnage tax expenses primarily decreased by 10.7% from ₹14.93 million in Fiscal 2019 to ₹13.34 million in Fiscal 2020. As a result, total tax expense amounted to ₹44.64 million in Fiscal 2020 compared to ₹21.83 million in Fiscal 2019. We adopted the new tax regime under section 115AA of the Income Tax Act, 1961. Accordingly, the current tax for Fiscal 2020, has been determined at the rate of 25.17%.

Profit/ (loss) for the period from operations

For the various reasons discussed above, we recorded a profit for the year from operations of ₹802.96 million in Fiscal 2020 compared to ₹ 388.16 million in Fiscal 2019.

Total comprehensive income

Total comprehensive income was ₹802.97 million in Fiscal 2020 compared to ₹387.64 million in Fiscal 2019.

Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA)

EBITDA was ₹2,721.28 million in Fiscal 2020 compared to ₹1,672.60 million in Fiscal 2019, while EBITDA Margin was 38.1% in Fiscal 2020 compared to 35.8% in Fiscal 2019.

FISCAL 2019 COMPARED TO FISCAL 2018

Key Developments

- The Company had deployed both its Suezmax vessels M.T. Saffron and M.T. Crimson on voyage charter in the Fiscal 2019. The freight rates of this type of crude oil vessels saw a drop globally due to supply and demand dynamics of tankers
- Due to deployment of these large vessels on voyage charter, the Company incurred significant amount of

bunker fuel consumption and port costs, which increased operating expenses.

- The Company also incurred the cost of in-chartering vessels from other companies to perform on charter contracts which were won by the Company, but wherein we did not have vessels to perform due to decisions to sell some vessels.
- The Company also increased its fleet size during Fiscal 2019.

Income

Total income increased by 13.3% from ₹4,151.63 million in Fiscal 2018 to ₹4,703.22 million in Fiscal 2019 primarily due to the reasons discussed below.

Revenue from contracts with customer

Revenue from contracts with customer increased by 13.3% from ₹4,126.30 million in Fiscal 2018 to ₹4,675.82 million in Fiscal 2019 primarily due to an increase in revenue from time charter-charter hire by 6.5% from ₹2,820.05 million in Fiscal 2018 to ₹3,002.23 million in Fiscal 2019 on account of an increase in fleet size and revenue from voyage charter – freight and demurrage by 28.1% from ₹1,306.25 million in Fiscal 2018 to ₹1,673.59 million in Fiscal 2019 on account of increase in the volume of freight and corresponding increase in the rates charges under our voyage charters during the period.

Other income

Other income increased by 34.4% from ₹20.38 million in Fiscal 2018 to ₹27.40 million in Fiscal 2019. This increase was primarily due to an increase in interest on fixed deposit by 50.8% from ₹13.57 million in Fiscal 2018 to ₹20.47 million in Fiscal 2019 on account of higher investible surplus during Fiscal 2018, that generated interest in Fiscal 2019.

Expenses

Total expenses increased by 31.6% from ₹ 3,263.31 million in Fiscal 2018 to ₹ 4,293.23 million in Fiscal 2019 primarily due to the reasons discussed below.

Purchase of fuel oil and other inventories

Purchase of fuel oil and other inventories increased by 68.7% from ₹491.80 million in Fiscal 2018 to ₹829.55 million in Fiscal 2019. This increase was primarily due to an increase in purchase of bunkers by 94.5% from ₹ 354.94 million in Fiscal 2018 to ₹ 690.52 million in Fiscal 2019 on account of both Suezmax vessels, i.e. M.T. Saffron and M.T. Crimson, being placed on voyage charters in Fiscal 2019. Purchase of lube oil decreased by 0.5% from ₹123.75 million in Fiscal 2018 to ₹123.11 million in Fiscal 2019.

Operating expenses

Operating expenses increased by 27.8% from ₹ 1,303.42 million in Fiscal 2018 to ₹ 1,665.90 million in Fiscal 2019 primarily due to the significant increase in tonnage capacity of our fleet, including on account of an increase in fleet size. Crew charges increased by 16.5% from ₹ 598.14 million in Fiscal 2018 to ₹ 696.66 million in Fiscal 2019 on account of an increase in the number of crew members engaged on account of a significant increase in the size of our fleet during Fiscal 2020. Further, port expenses increased by 33.1% from ₹289.26 million in Fiscal 2018 to ₹384.87 million in Fiscal 2019 on account of both Suezmax vessels, i.e. M.T. Saffron and M.T. Crimson, being placed on voyage charters in Fiscal 2019. Other operating expenses also increased by 42.3% from ₹ 66.35 million in Fiscal 2018 to ₹94.38 million in Fiscal 2019 on account of maintaining a larger fleet in Fiscal 2020 pursuant to a net addition of vessels in the period.

(Increase)/ decrease in inventories

The impact of (increase)/ decrease in inventories has increased from ₹5.82 million in Fiscal 2018 to ₹89.16 million in Fiscal 2019.

Employee benefit expense

Employee benefit expense decreased by 9.9% from ₹146.50 million in Fiscal 2018 to ₹131.99 million in Fiscal 2019 – a decrease primarily due to the extra cost of stock options issued in Fiscal 2018. Salaries and bonus increased by 6.9% from ₹67.08 million in Fiscal 2018 to ₹71.73 million in Fiscal 2019 on account of annual increments. Further, staff welfare expenses decreased by 5.7% from ₹ 2.79 million in Fiscal 2018 to ₹2.63 million in Fiscal 2019 on account of fewer benefits and employee-engagements.

Depreciation and amortization expense

Depreciation and amortization expense increased by 5.4% from ₹936.20 million in Fiscal 2018 to ₹986.75 million in Fiscal 2019 primarily due to depreciation of property, plant and equipment that increased by 5.5% from ₹913.91 million in Fiscal 2018 to ₹ 964.35 million in Fiscal 2019.

Finance costs

Finance costs increased by 5.4% from ₹287.43 million in Fiscal 2018 to ₹303.06 million in Fiscal 2019 despite interest on term loan having decreased by 1.0% from ₹275.52 million in Fiscal 2018 to ₹272.65 million in Fiscal 2019 primarily due to an increase in interest on bank overdraft facility during Fiscal 2019.

Other expenses

Other expenses increased from ₹92.14 million in Fiscal 2018 to ₹286.82 million in Fiscal 2019 primarily due to fair value loss on financial instruments at fair value, which increased from no such expense in Fiscal 2018 to ₹13.29 million in Fiscal 2019 on account of mark to market loss on outstanding foreign currency loans of the Company. Further, exchange differences (net) increased from ₹3.67 million in Fiscal 2018 to ₹46.02 million in Fiscal 2019 on account of a rise in the USD/INR exchange rate.

Profit/ (loss) before exceptional items and tax

For the reasons discussed above, profit/ (loss) before exceptional items and tax was ₹409.99 million in Fiscal 2019 compared to ₹ 888.32 million in Fiscal 2018.

Tax expense

Current tax expenses primarily increased by 46.8% from ₹4.70 million in Fiscal 2018 to ₹6.90 million in Fiscal 2019. Tonnage tax expenses primarily increased by 6.4% from ₹14.04 million in Fiscal 2018 to ₹ 14.93 million in Fiscal 2019. As a result, total tax expense amounted to ₹21.83 million in Fiscal 2019 compared to ₹18.74 million in Fiscal 2018.

Profit/ (loss) for the period from operations

For the various reasons discussed above, we recorded a profit for the year from operations of ₹388.16 million in Fiscal 2019 compared to ₹ 880.01 million in Fiscal 2018.

Total comprehensive income

Total comprehensive income was ₹ 387.64 million in Fiscal 2019 compared to ₹881.61 million in Fiscal 2018.

Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA)

EBITDA was ₹ 1,672.60 million in Fiscal 2019 compared to ₹ 2,092.26 million in Fiscal 2018, while EBITDA Margin was 35.8% in Fiscal 2019 compared to 50.6% in Fiscal 2018.

LIQUIDITY AND CAPITAL RESOURCES

We finance our operations and capital requirements primarily through cash flows from operations and borrowings under credit facilities from certain banks. We believe that our credit facilities, together with cash generated from our operations and a portion of the proceeds of the offering hereby will be sufficient to finance our working capital needs for the next 12 months. We expect that these sources will continue to be our principal sources of cash in the medium term. However, there can be no assurance that additional financing will be available, or if available, that it will be available on terms acceptable to us.

Cash flows

Cash and bank balances primarily consist of balances in current accounts, deposit accounts with banks and cash on hand.

The following tables set forth certain information relating to our cash flows in the years indicated:

Particulars	Fiscal		
	2018	2019	2020
	₹ million		
Net cash flow from/ (used in) operating activities	1,696.82	1,817.33	2,680.16
Net cash flow from/ (used in) investing activities	(1,747.07)	(1,773.42)	(6,048.29)
Net cash flow from/ (used in) financing activities	(345.52)	2,004.40	1,828.38
Net increase/ (decrease) in cash and cash equivalents	(395.78)	2,048.30	(1,539.75)
Cash and cash equivalents at the beginning of the year	429.60	33.82	2,082.12
Cash and cash equivalents at the end of the year	33.82	2,082.12	542.37

Particulars	Nine months ended December 31, 2020
	₹ million
Net cash flow from/ (used in) operating activities	3,386.33
Net cash flow from/ (used in) investing activities	(2,287.30)
Net cash flow from/ (used in) financing activities	(268.90)
Net increase/ (decrease) in cash and cash equivalents	830.13
Cash and cash equivalents at the beginning of the period	542.37
Cash and cash equivalents at the end of the period	1,372.50

Operating Activities

Nine Months Ended December 31, 2020

In the nine months ended December 31, 2020, net cash flow from operating activities was ₹3,386.33 million. Profit before tax was ₹1,226.87 million in the nine months ended December 31, 2020 and adjustments to reconcile profit before tax to net cash flows consisted of depreciation and amortisation of ₹ 3,010.04 million, gain on derivative contracts of ₹ 194.63 million and interest expense of ₹ 272.91 million, which was partially offset by interest (income) of ₹ 67.87 million. Operating profit before working capital changes was ₹3,692.64 million in the nine months ended December 31, 2020. The main working capital adjustments in the nine months ended December 31, 2020, included increase in trade receivables of ₹ 113.54 million and a decrease in trade payables of ₹ 248.54 million. This was partially offset by decrease in other current assets of ₹159.57 million. Cash generated from operations in the nine months ended December 31, 2020 amounted to ₹3,493.48 million. Income tax paid (net of refunds) amounted to ₹ 107.15 million.

Fiscal 2020

In Fiscal 2020, net cash flow from operating activities was ₹ 2,680.16 million. Profit before tax was ₹ 847.60 million in Fiscal 2020 and adjustments to reconcile profit before tax to net cash flows consisted of depreciation and

amortisation of ₹1,570.08 million, loss on derivative contracts of ₹ 401.50 million and interest expense of ₹ 399.31 million, which was partially offset by interest (income) of ₹ 117.49 million. Operating profit before working capital changes was ₹ 3,395.80 million in Fiscal 2020. The main working capital adjustments in Fiscal 2020, included increase in trade receivables of ₹ 453.65 million, increase in other current assets of ₹ 359.25 million and increase in other financial assets of ₹ 207.35 million. This was partially offset by an increase in trade payables of ₹ 328.90 million. Cash generated from operations in Fiscal 2020 amounted to ₹ 2,752.33 million. Income tax paid (net of refunds) amounted to ₹ 72.17 million.

Fiscal 2019

In Fiscal 2019, net cash flow from operating activities was ₹ 1,817.33 million. Profit before tax was ₹ 409.99 million in Fiscal 2019 and adjustments to reconcile profit before tax to net cash flows consisted of depreciation and amortisation of ₹ 986.75 million, and interest expense of ₹ 298.84 million, which was partially offset by interest (income) of ₹ 20.47 million. Operating profit before working capital changes was ₹ 1,782.61 million in Fiscal 2019. The main working capital adjustments in Fiscal 2019, included decrease in trade receivables of ₹ 58.75 million, increase in other current assets of ₹ 46.48 million and decrease in other financial assets of ₹ 3.86 million. This was partially offset by an increase in trade payables of ₹ 23.40 million. Cash generated from operations in Fiscal 2019 amounted to ₹ 1,879.67 million. Income tax paid (net of refunds) amounted to ₹ 62.34 million.

Fiscal 2018

In Fiscal 2018, net cash flow from operating activities was ₹ 1,696.82 million. Profit before tax was ₹898.75 million in Fiscal 2018 and adjustments to reconcile profit before tax to net cash flows consisted of depreciation and amortisation of ₹936.20 million, and interest expense of ₹ 275.76 million, which was partially offset by interest (income) of ₹ 14.16 million. Operating profit before working capital changes was ₹2,135.58 million in Fiscal 2018. The main working capital adjustments in Fiscal 2018, included increase in trade receivables of ₹ 246.59 million, increase in other current assets of ₹ 150.66 million and increase in other financial assets of ₹ 23.94 million. This was partially offset by a decrease in trade payables of ₹ 31.70 million. Cash generated from operations in Fiscal 2018 amounted to ₹ 1,722.10 million. Income tax paid (net of refunds) amounted to ₹ 25.28 million.

Investing Activities

Nine Months Ended December 31, 2020

Net cash used in investing activities was ₹ 2,287.30 million in the nine months ended December 31, 2020, primarily on account of purchase of fixed assets including CWIP and capital advances of ₹ 4,478.91 million, purchase of current investments of ₹ 909.24 million and investments in bank deposits (having original maturity of more than 3 months) ₹ 62.27 million, which was partially offset by proceeds from sale of property plant and equipment ₹ 3,087.37 million.

Fiscal 2020

Net cash used in investing activities was ₹ 6,048.29 million in Fiscal 2020, primarily on account of purchase of fixed assets including CWIP and capital advances of ₹ 5,903.49 million, purchase of current investments of ₹ 1,742.25 million, and investments in bank deposits (having original maturity of more than 3 months) of ₹ 1,241.83 million, which was partially offset by proceeds from sale of current investments of ₹ 1,775.28 million.

Fiscal 2019

Net cash used in investing activities was ₹ 1,773.42 million in Fiscal 2019, primarily on account of purchase of fixed assets including CWIP and capital advances of ₹ 3,419.14 million, purchase of current investments of ₹ 30.00 million, and investments in bank deposits (having original maturity of more than 3 months) of ₹ 113.35 million, which was partially offset by proceeds from sale of current investments of ₹ 9.96 million, and proceeds from sale of property, plant and equipments of ₹ 1,240.80 million.

Fiscal 2018

Net cash used in investing activities was ₹ 1,747.07 million in Fiscal 2018, primarily on account of purchase of fixed assets including CWIP and capital advances of ₹ 1,686.77 million and investments in bank deposits (having original maturity of more than 3 months) of ₹ 71.61 million, which was partially offset by interest received on bank deposits of ₹ 11.31 million.

Financing Activities

Nine Months Ended December 31, 2020

Net cash used in financing activities was ₹ 268.90 million in the nine months ended December 31, 2020, primarily on account of repayment of long term borrowings of ₹ 2,183.13 million and interest paid of ₹ 271.01 million in the nine months ended December 31, 2020. This was partially offset by proceeds from long term borrowings of ₹ 2,213.44 million.

Fiscal 2020

Net cash from financing activities was ₹ 1,828.38 million in Fiscal 2020, primarily on account of proceeds from long term borrowings of ₹ 3,960.00 million and unsecured loan taken of ₹ 1,212.80 million. This was partially offset by repayment of long term borrowings of ₹ 1,706.33 million and unsecured loan repayment of ₹ 1,212.80 million in Fiscal 2020.

Fiscal 2019

Net cash from financing activities was ₹ 2,004.40 million in Fiscal 2019, primarily on account of proceeds from long term borrowings of ₹ 2,460.00 million and unsecured loan taken of ₹ 386.00 million. This was offset by repayment of long term borrowings of ₹ 2,115.70 million and unsecured loan repayment of ₹ 386.00 million in Fiscal 2019.

Fiscal 2018

Net cash used in financing activities was ₹ 345.52 million in Fiscal 2018, primarily on account of repayment of long term borrowings of ₹ 1,003.54 million, and interest paid of ₹ 275.25 million. This was partially offset by proceeds from long term borrowings of ₹ 992.18 million.

INDEBTEDNESS

As of December 31, 2020, we had Total Borrowings (consisting of borrowings under non-current liabilities, current maturities of long-term borrowings, and borrowings under current liabilities) of ₹ 8,128.11 million. For further information on our indebtedness, see “*Financial Indebtedness*” on page 289.

The following table sets forth certain information relating to our outstanding indebtedness as of December 31, 2020, and our repayment obligations in the periods indicated:

Particulars	As of December 31, 2020				
	Payment due by period				
	(₹ million)				
	Total	Not later than 1 year	1-3 years	3-5 years	More than 5 years
<i>Term and other loans (secured)</i>					
Non-current Borrowings (I)	5,697.36	0.00	3,282.20	2,161.60	253.56
Current maturities of long-term borrowings (II)	1,514.17	1,514.17	0.00	0.00	0.00
Total Term and other loans (III) = (I) + (II)	7,211.53	1,514.17	3,282.20	2,161.60	253.56
<i>Current Borrowings (IV)</i>	916.58	916.58	0.00	0.00	0.00
Total Borrowings (V) = (III) + (IV)	8,128.11	2,430.75	3,282.20	2,161.60	253.56

CONTINGENT LIABILITIES AND OFF-BALANCE SHEET ARRANGEMENTS

As of December 31, 2020, our contingent liabilities as per Ind AS 37 - Provisions, Contingent Liabilities and Contingent Assets, were as follows:

Particulars	Amount
	(₹ million)
Claims against the Company not acknowledged as debts inclusive of the penalty and interest*	153.60
Guarantees#	4.80
Total	158.40

* The claims against the Company comprise: Service Tax demand disputed by the Company, the above amounts are inclusive of interest and penalty upto the date of the notice. The Company is confident that the action will succeed and accordingly no provision for liability has been recognized in the financial statements.

Guarantees given by the Company comprise: These guarantees are given to Mumbai port trust and seamen employee office.

For further information on our contingent liabilities as per Ind AS 37 as of December 31, 2020, see “Restated Financial Statements – Annexure XXXIII – XXXV” on page 234.

Except as disclosed in this Draft Red Herring Prospectus, 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.

CONTRACTUAL OBLIGATIONS AND COMMITMENTS

The following table sets forth certain information relating to future payments due under known contractual commitments as of December 31, 2020, aggregated by type of contractual obligation:

Particulars	As of December 31, 2020				
	Payment due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(₹ million)				
Capital commitment regarding the acquisition of vessel and the dry dock of vessels	1,896.47	0.00	0.00	0.00	0.00

Rent and security deposit is paid by our Company to SILPL for the right to use the office premises leased along with facilities and other amenities. The rentals are fixed for remaining lease period till March 31, 2021 for Unit 4, Times Square (8th Floor), one year for Unit 3B, Times Square (8th Floor), four years for Unit 3A, Times Square (8th Floor), four years for Unit 3A (I), Times Square (7th Floor) and till March 9, 2021 for Industrial Unit No. 308, Alpine Industrial Estate.

CAPITAL EXPENDITURES

The following table shows our capital expenditures in respect of additions to property, plant and equipment and intangible assets for each of the periods indicated:

	Fiscal			Nine months ended December 31, 2020
	2018	2019	2020	
	(₹ million)			
Vessels	1,692.83	3,399.32	5,917.45	4,111.42
Furniture and Fixtures	0.25	0.00	0.49	0.05
Motor Vehicles	0.00	7.21	17.33	8.27
Office Equipment	2.09	1.45	1.62	3.11
Computers	0.37	0.62	1.29	1.71
Speed boat	0.00	0.00	0.00	0.00

	Fiscal			Nine months ended December 31, 2020
	2018	2019	2020	
	(₹ million)			
Computer Software	1.10	1.16	1.89	3.64

RELATED PARTY TRANSACTIONS

We enter into various transactions with related parties in the ordinary course of business. These transactions principally include remuneration to executive Directors and Key Managerial Personnel.

A summary of related party transactions as per the requirements under Ind AS 24 entered into by our Company with related parties as at and for the nine months ended December 31, 2020 and as at and for the years ended March 31, 2020, March 31, 2019 and March 31, 2018 are as follows:

Related party	Nature of transaction	For the Financial Year ended March 31			For the nine months ended December 31, 2020
		2018	2019	2020	
		(₹ million)			
M/s Seven Islands Logistics Private Limited	Office rent paid	16.80	16.80	26.15	27.90
	Reimbursement of expenses	0.00	0.61	0.72	0.81
	Interest paid on loans	0.00	0.00	8.00	0.00
	Loan received	0.00	106.00	430.00	0.00
	Loan repaid*	0.00	106.00	430.00	0.00
Dr. Pinto's Pathological Laboratory	Medical expenses incurred	0.16	0.00	0.25	0.00
Parsatwar & Co.	Consultancy charges	9.75	22.70	38.60	40.00
Seven Islands Shipping Foundation	Donation u/s 135	3.70	3.30	5.13	4.30
Mr. Clayton Pinto	Reimbursement of expenses	0.02	0.00	2.42	0.93
	Consultancy charges	0.30	0.90	0.00	0.00
	Remuneration to key managerial personnel	0.90	0.00	1.80	2.70
Capt. Thomas W. Pinto	Reimbursement of expenses	0.28	0.39	2.32	0.79
	Loan received	20.00	50.00	761.80	0.00
	Loan repaid	20.00	50.00	761.80	0.00
	Remuneration to key managerial personnel	47.55	47.55	47.46	35.66
Mr. Sujit Parsatwar	Allotment of ESOP	1.44	0.00	0.00	0.00
Mr. Sunny Pinto	Salary	1.40	0.00	0.00	0.00
Ms. Leena Pinto	Advance Given	0.60	0.00	0.00	0.00
	Loan received	0.00	0.00	21.00	0.00
	Loan repaid	0.00	0.00	21.00	0.00
	Remuneration to key managerial personnel	8.07	8.07	8.07	6.05
Mr. Ashok Raja	Loan repayment	0.00	2.00	0.00	0.00
	Allotment of ESOP	0.00	0.20	0.00	0.00
Mr. Ashok Raja	Remuneration to key managerial personnel	6.70	0.00	0.00	0.00
Mr. M.D. Mallya	Director sitting fees	0.21	0.02	0.00	0.00
Mr. Madhukar Kamath	Director sitting fees	0.15	0.18	0.16	0.10
Mr. Ravi Lekharajani	Director sitting fees	0.53	0.24	0.00	0.00
Mr. Kin Rodrigues	Director sitting fees	0.16	0.03	0.00	0.00
Mr. Uday Gore	Director sitting fees	0.16	0.20	0.20	0.11
Mr. John Prasad Menezes	Director sitting fees	0.00	0.11	0.10	0.12
Mr. Darshan Upadhyay	Director sitting fees	0.00	0.00	0.10	0.11

Related party	Nature of transaction	For the Financial Year ended March 31			For the nine months ended December 31, 2020
		2018	2019	2020	
		(₹ million)			
Mr. Jay Parekh	Remuneration to key managerial personnel	0.45	0.56	0.65	0.80
Mr. Warren Pinto	Remuneration to key managerial personnel	1.20	1.16	1.36	1.48
Ms. Priyanka Sarda	Allotment of ESOP	0.01	0.00	0.00	0.00
Ms. Priyanka Sarda	Remuneration to key managerial personnel	0.18	0.00	0.00	0.00

In addition, set forth below are the details of related party transactions with respect to outstanding balances as of the dates indicated:

Related party	As at March 31			As at December 31, 2020
	2018	2019	2020	
	(₹ million)			
M/s Seven Islands Logistics Private Limited – security deposit (refer note 33a)	95.00	95.00	175.00	175.00
M/s Seven Islands Logistics Private Limited- reimbursement of expenses	-	(0.08)	(0.10)	(0.25)
Dr. Pinto’s Pathological Laboratory - Trade payable	(0.03)	0.00	0.00	0.00

For further information relating to our related party transactions, see “*Related Party Transactions*” on page 248.

AUDITOR’S OBSERVATIONS

There have been no reservations/ qualifications/ matters of emphasis highlighted by our statutory auditors in their auditor’s reports on the audited financial statements as of and for the years ended March 31, 2018, 2019 and 2020, and as of and for the nine months ended December 31, 2020.

However, the auditor's report dated July 3, 2019 on the audited Ind AS financial statements as at and for the year ended March 31, 2019, included under legal and regulatory requirements a non-compliance with respect to section 197 of Companies Act wherein the Company had paid excess remuneration to its Managing Director and Whole-time director over and above the limits specified under section 197 of Companies Act, 2013.

In addition, the auditor’s report dated February 6, 2021 on the audited Ind AS financial statements as at and for the nine month period ended December 31, 2020 include other matter to indicate that comparative interim Ind AS financial statements for the period ended December 31, 2019 are not audited and have been furnished to us by the management of the Company.

In addition, the auditors have included a statement on certain matters specified in the Companies (Auditors Report) Order 2016, as amended (“**CARO**”), in terms of sub-section (11) of section 143 of the Companies Act, in their reports included as an annexure to the auditor’s report on our audited financial statements as of and for the years ended March 31, 2018, 2019 and 2020. For further information, see “*Restated Financial Statements – Annexure VI – Part C: Non Adjusting Items*” on page 221.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk in the form of interest rate risk, price risk, foreign currency risk, credit risk and liquidity risk, among others. Our risk management approach seeks to minimize the potential material adverse effects from these exposures. We have implemented risk management policies and guidelines that set out our tolerance for

risk and our general risk management philosophy. Accordingly, we have established a framework and process to monitor the exposures to implement appropriate measures in a timely and effective manner. We do not have a fixed hedging policy.

Interest Rate Risk

Interest rate risk is the risk that movements in interest rates will affect our income or the amounts payable on our borrowings. We are exposed to the effects of fluctuations in the prevailing levels of market rates on our financial position and cash flows, which primarily arises out of fluctuations on the rate that we pay on our borrowings. In the long term, the rate that we pay on our borrowings is primarily affected by interest rates set by Indian banks, in respect of their foreign currency loans which is typically benchmarked with LIBOR. Given that we have very significant levels of short-term and long-term borrowings, our exposure to long-term fluctuations in interest rates payable on borrowings is material, and we expect that any changes in such rates would have a material impact on our financial condition and results of operations.

Foreign Exchange Risk

Our revenues are collected in Indian Rupees, however, we invoice the Indian Rupee amount after converting the USD amount into Indian Rupee at the rate prevalent on the date of the invoicing. Accordingly, fluctuations in our revenue are closely linked to the fluctuations in USD. Although we have a number of expenses in foreign currency and also have loan repayment obligations in USD and we consider ourselves to have a natural hedge against foreign exchange risks, there can be no assurance that we will not be affected by fluctuations in foreign currency rates.

Credit Risk

Credit risk is the risk that one party to a financial asset will fail to discharge an obligation and cause the other party to incur a financial loss. Although our principal customers are large PSUs and we do not generally have any difficulty or delay in collecting our payments, there can be no assurance that they will continue to pay us in a timely manner or at all. We cannot assure you that we will be able to accurately assess the creditworthiness of our customers. Macroeconomic conditions could also result in financial difficulties for our customers, including limited access to the credit markets, insolvency or bankruptcy. Such conditions could cause customers to delay payment, request modifications of their payment terms, or default on their payment obligations to us, cause us to enter into litigation for non-payment, all of which could increase our receivables.

Inflation Risk

In recent years, India has experienced moderate 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.

UNUSUAL OR INFREQUENT EVENTS OR TRANSACTIONS

Except as described in this Draft Red Herring Prospectus, to our knowledge, there have been no unusual or infrequent events or transactions that have in the past or may in the future affect our business operations or future financial performance.

SIGNIFICANT ECONOMIC CHANGES THAT MATERIALLY AFFECT OR ARE LIKELY TO AFFECT INCOME FROM CONTINUING OPERATIONS

Our business has been subject, and we expect it to continue to be subject, to significant economic changes that materially affect or are likely to affect income from continuing operations identified above in “*Management’s Discussion and Analysis of Financial Position and Results of Operations – Significant Factors Affecting our Results of Operations*” and the uncertainties described in “*Risk Factors*” on pages 253 and 26, respectively.

KNOWN TRENDS OR UNCERTAINTIES THAT HAVE HAD OR ARE EXPECTED TO HAVE A MATERIAL ADVERSE IMPACT ON SALES, REVENUE OR INCOME FROM CONTINUING

OPERATIONS

Our business has been subject, and we expect it to continue to be subject, to significant economic changes arising from the trends identified above in “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Significant Factors Affecting our Results of Operations*” and the uncertainties described in “*Risk Factors*” beginning on pages 253 and 26, respectively. To our knowledge, except as discussed in this Draft Red Herring Prospectus, there are no known trends or uncertainties that have or had or are expected to have a material adverse impact on sales, revenue or income of our Company from continuing operations.

EXPECTED FUTURE CHANGES IN RELATIONSHIP BETWEEN COSTS AND INCOME

Other than as described in “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” beginning on pages 26, 139 and 250 respectively, to our knowledge there are no known factors that may adversely affect our business prospects, results of operations and financial condition.

NEW PRODUCTS OR BUSINESS SEGMENTS

Except as set out in this Draft Red Herring Prospectus, we have not announced and do not expect to announce in the near future any new products or new business segments.

COMPETITIVE CONDITIONS

We operate in a competitive environment. See “*Our Business*”, “*Industry Overview*” and “*Risk Factors*” beginning on pages 139, 98 and 26, respectively, for further details on competitive conditions that we face across our various business segments.

EXTENT TO WHICH MATERIAL INCREASES IN NET SALES OR REVENUE ARE DUE TO INCREASED SALES VOLUME, INTRODUCTION OF NEW PRODUCTS OR SERVICES OR INCREASED SALES PRICES

Changes in revenue in the last three Fiscals are as described in “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Fiscal 2020 compared to Fiscal 2019*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Fiscal 2019 compared to Fiscal 2018*” above on pages 275 and 277, respectively.

SEGMENT REPORTING

For management purposes, our Company is organised into one business unit based on its services and has one reportable segment. Further, as per Ind AS 108, our Company has a single reportable segment.

SIGNIFICANT DEPENDENCE ON SINGLE OR FEW CUSTOMERS

We derive a significant portion of our revenue from contracts with customer from our PSU customers. In Fiscals 2018, 2019 and 2020, and the nine months ended December 31, 2020, we generated 94.9%, 98.2%, 88.9% and 85.2%, respectively of our total revenue from contracts with customer from such customers. The table below sets out certain information on revenue generated from public sector companies, and others, in Fiscals 2018, 2019 and 2020, and the nine months ended December 31, 2020:

Type of Customer	Nine months ended December 31, 2020		Fiscal 2020		Fiscal 2019		Fiscal 2018	
	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue
Public Sector Companies	5,575.90	85.2%	6,320.10	88.9%	4,592.01	98.2%	3,916.02	94.9%

Type of Customer	Nine months ended December 31, 2020		Fiscal 2020		Fiscal 2019		Fiscal 2018	
	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue	₹ million	As % of Total Revenue
Others	971.73	14.8%	790.16	11.1%	83.81	1.8%	210.28	5.1%

For further information, see “*Risk Factors – We derive a significant portion of our revenue from contracts with customer from our PSU customers and relationship with PSU customers exposes us to risks inherent in doing business with PSU entities*” on page 29.

SEASONALITY/ CYCLICALITY OF BUSINESS

Our results of operations are also subject to seasonal fluctuations as we realise a significant portion of our revenues in the second half of the Fiscal. For further information, see “ – *Significant Factors Affecting our Results of Operations and Financial Condition*” and “*Risk Factors – We enter into time-charters for one-year periods and the seaborne logistics industry is cyclical and volatile in terms of charter rates and profitability. As a result, an inability to renew charters or maintain relationships with our customers could adversely affect our results of operations, financial condition, and cash flows.*” on pages 253 and 32, respectively.

SIGNIFICANT DEVELOPMENTS AFTER DECEMBER 31, 2020 THAT MAY AFFECT OUR FUTURE RESULTS OF OPERATIONS

Except as disclosed in this Draft Red Herring Prospectus, to our knowledge no circumstances have arisen since December 31, 2020, 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

Our Company has availed loans in the ordinary course of business for the purposes of purchasing vessels and meeting working capital requirements.

For the Offer, our Company has obtained the necessary consents from some of the lenders as required under the relevant loan documents for undertaking activities, such as change in its capital structure, change in the management of our Company, change in its shareholding pattern including a change in shareholding of our Promoters and change or amendment to the constitutional documents of our Company. While as on date of the DRHP we have made application for obtaining consents from Kotak Mahindra Bank and Canara Bank to permit the Offer but are yet to receive the same. While we have received an in-principle approval from Kotak Mahindra Bank, we are yet to receive the final approval. For further details please see “*Risk Factors - The conditions and restrictions imposed by our financing arrangements may limit our ability to grow our business and may adversely impact our business*” on page 39.

Set forth below is a brief summary of our aggregate borrowings as of January 31, 2021:

(₹ in million)

Category of borrowing	Sanctioned Amount	Outstanding amount as on January 31, 2021*
Term Loan	6,120.00	5,019.75
Foreign Currency Term Loan	3,170.00	2,111.71
Overdraft	1,045.00	Nil
Total	10,335.00	7,131.46

* As certified by Shah Shroff & Associates, Chartered Accountants, by way of their certificate dated February 14, 2021.

Principal terms of the borrowings availed by us: The details provided below are indicative and there may be additional terms, conditions and requirements under the various loan documentation executed by our Company in relation to our indebtedness.

1. **Interest:** In terms of the term loans availed by our Company, the interest rate is typically base rate or MCLR plus basis points for the rupee term loan and LIBOR plus basis point for foreign currency term loan as specified by a given lender.
2. **Tenor:** The tenor of the term loans and facilities availed by our Company typically ranges from one year to six years.
3. **Security:** In terms of our borrowings where security needs to be created, it is typically required to:
 - (a) create a *first pari-passu* charge on the second-hand vessel/ship being purchased by the loan in favour of the lender bank.
 - (b) create a *second pari-passu* charge over other vessels of the Company already financed by the other lenders after receiving NOC for ceding Second charge from the other lenders;
 - (c) create a *first pari-passu* charge on certain properties of the Promoters of the Company;
 - (d) provide a personal guarantee of the Promoters the Company; and
 - (e) pledge of term/fixed deposits;
4. **Re-payment:** The repayment period for term loans is in equal quarterly instalments over a six years period (including a moratorium period of six months). The working capital facility is repayable on maturity date.
5. **Covenants:** Borrowing arrangements entered into by our Company contains certain covenants to be fulfilled by our Company, including:

- (a) consent of the lenders prior to formulating any scheme of amalgamation or reconstruction;
- (b) consent of lender prior to effecting any change in capital structure of our Company;
- (c) utilize the loan for the purpose for which the loan was availed;
- (d) obtain comprehensive insurance cover in accordance with good industry practice;
- (e) the maximum debt equity ratio for our Company should not exceed a specified ratio during the tenor of the loan;
- (f) the debt service coverage ratio for our Company for each year of operation to be maintained at a minimum specified ratio before declaration of dividend;
- (g) maintain security in good and habitable condition and make all necessary repairs, additions and improvements;
- (h) Submit to the bank every year a copy of Audited Financials.
- (i) Company to submit search report every year.
- (j) Company to obtain external credit rating every year.
- (k) Consent of the lenders prior to making change in the constitutional documents of our Company.
- (l) Consent of the lenders prior to making any change in our Company's ownership or control.

6. **Events of Default:** Borrowing arrangements entered into by our Company contain standard events of default, including:

- (a) non-payment of instalment/interest as and when the same become due and payable; or
- (b) the Company committing any breach or default in the performance or observance of covenants and conditions under the relevant loan agreement; or
- (c) cancellation or revocation of any permission, approval, consent or sanction by any government authority; or
- (d) inability to pay debts or suspension of business of our Company or our Company ceasing or threatening to cease to carry on its business; or
- (e) a material adverse change in the constitution of our Company and its financial position; or
- (f) liquidation or dissolution of our Company; and
- (g) Non creation of securities as per sanction.
- (h) Non submission of provisional/ Audited Financials, CMA, IT Returns etc. for review of the facilities.

7. **Consequences of occurrence of events of default:**

In terms of our Company's facility agreements and sanction letters, the following, among others, are the consequences of occurrence of events of default, our Company's lenders may:

- (a) declare all or part of the loan obligations be immediately due and payable;

- (b) enforce the security;
- (c) appoint any chartered accountant / cost accountant as auditors to carry out specific assignments;
- (d) cancel the undrawn commitment and suspend further withdrawals.

Our Company is required to ensure that the aforementioned events of default and other events of default, as specified under the various binding documents and agreements entered into by our Company for the purpose of availing of loans, are not triggered.

SECTION VIII – LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

Except as stated below, there are no outstanding (1) criminal proceedings involving our Company, Directors, and Promoters; (2) actions taken by statutory or regulatory authorities involving our Company, Directors and Promoters; (3) claims involving our Company, Directors and Promoters for any direct or indirect tax liabilities (disclosed in a consolidated manner giving the total number of claims and total amounts involved); (4) litigation / arbitration proceedings involving our Company, Directors, and Promoters (other than proceedings covered under (1) to (3) above) which have been determined to be material pursuant to the Materiality Policy (as disclosed herein below); and (5) litigation involving the Group Company which has a material impact on our Company. Further, except as discussed in this section, there are no disciplinary actions including penalties imposed by SEBI or stock exchanges against our Promoters in the last five financial years including any outstanding action.

In terms of the Materiality Policy adopted by resolution of our Board dated February 6, 2021, other than outstanding criminal proceedings, statutory or regulatory actions including outstanding actions, disciplinary action including penalty imposed by SEBI or stock exchanges against the Promoters in the last five financial years and claims for any direct or indirect tax liabilities, all other pending litigations involving our Company, our Directors, or Promoters:

- A. where the aggregate monetary claim made by or against the Company, its Directors / its Promoters (individually or in aggregate), in any such pending litigation / arbitration proceeding is equal to or in excess of 1.0% of the profit after tax of our Company, as per the latest fiscal year in the Restated Financial Statements (whichever is lower); or; and*
- B. where any such litigation wherein a monetary liability is not quantifiable, or which does not fulfil the threshold as specified in (A) above, but the outcome of which could, nonetheless, have a material adverse effect on the business, operations, performance, prospects, financial position or reputation of the Company.*

shall be considered “material” and accordingly have been disclosed in this Draft Red Herring Prospectus.

For the purposes of the above, pre-litigation notices received by our Company, our Directors, or our Promoters or the Group Company from third parties (excluding those notices issued by statutory/regulatory/tax authorities or notices threatening criminal action) have not and shall not, unless otherwise decided by the Board, be considered as litigation until such time that any of our Company, Directors, or Promoters, as the case may be, is impleaded as a defendant in litigation before any judicial/arbitral forum.

Further, creditors of our Company to whom dues owed by our Company is equal to or exceeds 5% of the consolidated trade payables of the Company as at the end of the latest fiscal year included in the Restated Financial Information, would be considered as material creditors.

Unless stated to the contrary, the information provided below is as of the date of this Draft Red Herring Prospectus.

All terms defined in a particular litigation disclosure below are for that particular litigation only.

A. Litigation involving our Company

I. Litigation initiated against our Company

(a) Material pending proceedings

- (i)** The Company received a notice dated September 17, 2020, from the Main Mediation Centre, High Court of Judicature at Bombay in relation to a dispute initiated by the Deendayal Port Trust (“**Applicant**”). The Applicant had filed a pre-instituted suit mediation under section 12A of Chapter IIIA of the Commercial Courts Act, 2015, against the Company and Bharat Petroleum Corporation Limited (“**BPCL**”) before the Maharashtra State Legal Services Authority. The

Applicant has alleged that on January 17, 2018, there was a major fire on M. T. Genessa (the “Vessel”) owned by the Company. The Applicant further alleges that it successfully salvaged the Vessel and prevented oil pollution and damages to the environment and has claimed ₹ 1,350.00 million for the alleged salvage claim along with a claim of ₹ 13.81 million for the charges paid by the Applicant to a valuer for its valuation report. On September 25, 2020, the Company and BPCL did not participate in the scheduled mediation hearing and the mediation was a non-starter. The matter is currently pending.

(b) Criminal proceedings

Nil

(c) Actions taken by statutory or regulatory authorities:

Nil

(d) Tax proceedings

Type of tax	No. of cases outstanding	Amount involved (in ₹ million)*
Our Company		
Direct tax	-	-
Indirect tax	5	154.68

* To the extent quantifiable

II. Litigation initiated by our Company

(a) Material pending proceedings

- (i) The Company filed a consumer complaint against Reliance General Insurance Company Limited (“Insurer”) and Athena Insurance and Reinsurance Brokers Private Limited on March 22, 2016, for unlawful repudiation of its insurance policy before the State Consumer Redressal Commission for a total claim amount of ₹ 9.06 million along with interest at the rate of 15% p.a. from the date of claim till date of payment. The Insurer repudiated the claim for towage of an insured vessel and sent an endorsement on the policy in 2007, cancelling the same as *void ab-initio* on the grounds of non-disclosure of material facts and offered to refund the premium to the Company. The matter is currently pending.
- (ii) The Company had entered into a Charter Party dated January 8, 2020 with M/s. Global Trade Well Pte. Ltd. (“Charterer”) for the vessel M. T. Pelican (the “Vessel”). Pursuant to the Charter Party, Company waited for Charter’s instructions and to provide a firm loading schedule, proof of sale of cargo and payment of demurrage. The Charterer’s failed to ensure performance of their contractual obligation under the Charter Party. Accordingly, on May 16, 2020, the Company terminated the Charter Party due to the delays and the Charterer's conduct. On May 7, 2020, the Company commenced arbitration proceedings in London against the Charterer for its claim towards demurrage, losses and expenses of. USD 1.09 million. The Charterer filed a counterclaim for an amount of USD 0.10 million paid towards demurrage, interest and costs. The Company and the Charterer agreed to settle the claim and counterclaim as sought in the arbitration and entered into a settlement agreement dated December 28, 2020, (the “Settlement Agreement”). Under the Settlement Agreement, the Company and the Charterer agreed to stay the arbitration by consent and the arbitration tribunal shall remain in situ pending performance of the terms of the Settlement Agreement. The matter is currently pending.
- (iii) The Company has filed a commercial admiralty suit before the High Court of Gujarat on January 15, 2021, against Bharat Petroleum Corporation Limited (“BPCL”) and all persons who could in future make a claim, in relation to M. T. Genessa (the “Vessel”), owned by the Company. On

January 17, 2018, the Vessel was undertaking a coastal voyage from Mumbai to Kandla, when there occurred a fire on board the Vessel, leading to loss and damage to property on board or in connection with the operation of the Vessel. The Company filed the suit in exercise of its statutory rights to limit the liability for purported claims (including claims by way of recourse or for indemnity) by BPCL to a sum of ₹ 495.79 million, under the terms of the Merchant Shipping Act, 1958 read with the Merchant Shipping (Limitation of Liability for Maritime Claims) Rules, 2015. A notice has been issued to BPCL by Gujarat High Court. The matter is currently pending.

(b) Criminal proceedings

Nil

B. Litigation involving our Directors

Sumit Maheshwari

(a) Criminal proceedings

A criminal complaint bearing no. CS/62325/2019 was filed by Sanjay Lungal (“**Complainant**”) against Thomas Cook (India) Limited and its directors, before the VIII Metropolitan Magistrate Court, Kolkata, alleging that certain monetary benefits were deprived to the Complainant. Sumit Maheshwari is named in the complaint in his capacity as one of its directors. Thomas Cook (India) Limited have denied the allegations and have filed a criminal revision petition before the Kolkata Sessions Court for setting aside the summons issued by the VIII Metropolitan Magistrate Court, Kolkata and discharging Thomas Cook (India) Limited and its directors from the proceedings. The Kolkata Sessions Court has granted a stay of further proceedings. The matter is currently pending.

(b) Material pending proceedings

The State Bank of India (“**SBI**”) filed an original application on September 15, 2017 against its borrowers and National Collateral Management Services Limited (“**NCML**”) before Debt Recovery Tribunal, Pune in relation to recovery of an amount of ₹ 347.53 million. Further, SBI filed an interim application impleading the directors and key managerial personnel of NCML. Sumit Maheshwari is named in the application in his capacity as one of its directors. Subsequently, NCML filed a reply to the said interim application along with the necessary supporting documents opposing the claims of SBI. The matter is currently pending.

Thomas Wilfred Pinto

(a) Tax proceedings

Type of tax	No. of cases outstanding	Amount involved (in ₹ million)*
Direct tax	-	-
Indirect tax	1	0.89

* To the extent quantifiable

Other than as mentioned above, as on the date of this Draft Red Herring Prospectus, there are no outstanding criminal litigations or tax litigation involving the Directors and no actions have been initiated against our Directors by any regulatory / statutory authorities.

Other than as mentioned above, as on the date of this Draft Red Herring Prospectus, there are no material pending proceedings involving our Directors, which have been considered material by our Company in accordance with the Materiality Policy.

C. Litigation involving our Promoters

Thomas Wilfred Pinto

(a) Tax proceedings

Type of tax	No. of cases outstanding	Amount involved (in ₹ million)*
Direct tax	-	-
Indirect tax	1	0.89

* To the extent quantifiable

Other than as mentioned above, as on the date of this Draft Red Herring Prospectus, there are no outstanding tax litigations involving the Promoters and no actions have been initiated against our Promoters by any regulatory / statutory authorities.

As on the date of this Draft Red Herring Prospectus, there are no outstanding criminal involving our Promoters. Further, no actions have been initiated against our Promoters by any regulatory/ statutory authorities and there are no disciplinary actions including penalties imposed by the SEBI or the stock exchanges against our Promoters in the last five financial years including any outstanding action.

As on the date of this Draft Red Herring Prospectus, there are no material pending proceedings against our Promoters, which have been considered material by our Company in accordance with the Materiality Policy.

Leena Metylda Pinto

(a) Notices

Leena Metylda Pinto has been issued a show cause-cum-demand notice issued by the Office of the Deputy Commissioner of CSGT & Central Excise, Division in relation to the mismatch in the declared turnover of services as per the Income Tax returns / TDS and gross value of services provided in the service tax returns for the Financial Year 2015-16 involving an amount of ₹0.64 million. The demand notice has been issued and a reply has been submitted to that effect.

D. Any pending litigation involving the Group Company which has a material impact on our Company.

Nil

Outstanding dues to creditors

As of December 31, 2020, we had 239 creditors to whom an aggregate outstanding amount of ₹ 260.83 million was due. As per the Materiality Policy, creditors to whom amounts equal to or exceeding 5% of the consolidated trade payables of the Company as at the end of the latest fiscal year as per the Restated Financial Information, would be considered as 'material' creditors. Based on the above, there are 2 material creditors of our Company as on December 31, 2020 to whom an aggregate amount of ₹ 65.63 million was outstanding on such date.

Further, no amount is due to micro, small and medium enterprises as defined under the Micro, Small and Medium Enterprises Development Act, 2006 as on December 31, 2020. An amount of ₹ 195.20 million is outstanding as dues to 237 other creditors of our Company as on December 31, 2020.

The complete details pertaining to outstanding over-dues towards our material creditors, along with their names and amount involved for each such material creditor, are available on the website of our Company at <http://www.sishipping.com>

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 the website of our Company, <http://www.sishipping.com>, would be doing so at their own risk.

Material Developments since the date of the last balance sheet

Except as stated in “*Management’s Discussion And Analysis of Financial Condition and Results of Operations- Significant developments after December 31, 2020 that may affect our future results of operations*” on page 288, there have not arisen, since the date of the last financial statements disclosed in this Draft Red Herring Prospectus, any circumstances, which materially and adversely affect, or are likely to affect our profitability of our Company.

GOVERNMENT AND OTHER APPROVALS

Except as disclosed herein, our Company has obtained all material consents, licenses, registrations, permissions and approvals from the relevant governmental, statutory and regulatory authorities, which are necessary for undertaking their respective business activities and operations. 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. We have set out below a list of material approvals, consents, licences and permissions from various governmental and regulatory authorities obtained by our Company which are considered material and necessary for the purpose of undertaking their business activities and operations. Unless otherwise stated, these material approvals are valid as on the date of this Draft Red Herring Prospectus. For details in connection with the regulatory and legal framework within which our Company operates, see “Key Regulations and Policies in India” on page 158.

For Offer related approvals, see “Other Regulatory and Statutory Disclosures” on page 301 and for incorporation details of our Company, see “History and Certain Corporate Matters” on page 164.

Material approvals and registrations in relation to our Company’s business and operations

1. Certificate of registration granted to our Company under the Maharashtra Shops and Establishments (Regulations of Employment and Conditions of Service) Act, 2017 for registration of the Registered Office
2. Document of compliance issued by DGS under the provisions of the International Convention for the Safety of Life at Sea, 1974 certifying that the safety management system of our Company complies with the requirements of the ISM Code in relation to our chemical tanker
3. Document of compliance issued by DGS under the provisions of the International Convention for the Safety of Life at Sea, 1974 certifying that the safety management system of our Company complies with the requirements of the ISM Code in relation to our oil tanker
4. Certificate of Importer - Exporter code (bearing IEC no. 0303054557) issued by the Ministry of Commerce and Industry to our Company
5. Certificate of registration issued by the Central Board of Excise and Customs bearing service tax code (registration number) AAGCS4195RST001
6. Certificate of registration bearing GST registration number 27AAGCS4195R1ZF for the state of Maharashtra
7. Certificate of registration bearing GST registration number 24AAGCS4195R1ZL for the state of Gujarat
8. Code number MH/213039 allotted to the Company under the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952
9. Legal Entity Identifier number LEI 3358009EU89BJPLA4D43 issued by Legal Entity Identifier India Limited pursuant to RBI notification on “Introduction of Legal Entity Identifier for large corporate borrowers” dated November 2, 2017
10. Approvals in relation to vessels:
 - (i) Certificate of Indian Registry issued by Registrar of Indian Ships under the provisions of the Merchant Shipping Act
 - (ii) Document of compliance issued by DGS under the provisions of the International Convention for the Safety of Life at Sea, 1974 certifying that the safety management system of our Company complies with the requirements of the ISM Code in relation to our oil tanker.
 - (iii) Radio Station License / Ship station license issued by the Wireless, Planning and Coordination wing of

- the Ministry of Communications, Government of India permitting the relevant ship to: (a) transmit to and receive from coast stations, ship stations, and stations of the aeronautical mobile service; (b) receive messages sent from special service stations and radio navigation stations meant for general reception by ship stations or for reception by ship stations; (c) transmit to and receive messages, during emergency involving danger to life or to navigation from any other station with which the master of the ship considers that communication is desirable.
- (iv) Cargo ship safety equipment certificate issued by the IRS under the provisions of the Safety Convention certifying that the relevant ship has been duly surveyed in accordance with requirements of Regulation I/8 of the Safety Convention.
 - (v) Cargo ship safety construction certificate issued by IRS under the provisions of the Safety Convention certifying that the relevant ship has been duly surveyed in accordance with requirements of Regulation I/10 of the Safety Convention.
 - (vi) International load line certificate issued by IRS under the provisions of Load Lines Convention certifying that the relevant ship has been duly surveyed in accordance with the requirements of Article 14 of the Load Lines Convention.
 - (vii) International air pollution prevention certificate issued by IRS under the provisions of the Protocol of 1997, as amended by resolution MEPC.176(58) in 2008, to amend the Pollution Prevention Convention certifying that the relevant ship has been duly surveyed in accordance with Regulation 5 of Annex VI of the Pollution Prevention Convention.
 - (viii) International oil pollution prevention certificate issued by IRS under the Pollution Prevention Convention certifying that the relevant ship has been duly surveyed in accordance with Regulation 6 of Annex I of the Pollution Prevention Convention.
 - (ix) Certificate of insurance or other financial security in respect of liability for the removal of wrecks issued by MMD, under the provisions of Article 12 of the Nairobi Convention certifying that there is a policy of insurance or other financial security in force in relation to the relevant ship thereby satisfying the requirements of Article 12 of the Nairobi Convention.
 - (x) Safety management certificate issued by Chief Surveyor with the Government of India under Rule 5(8) and the provisions of the Safety Convention certifying that the safety management system of the ship has been audited and that it complies with the requirements of the ISM Code.
 - (xi) Certificate of insurance or other financial security in respect of civil liability for oil pollution damage issued by MMD under the provisions of Article VII of the International Convention on Civil Liability for Oil Pollution Damage, 1992 certifying that there is a policy of insurance in force in relation to the relevant ship.
 - (xii) International ship security certificate issued by DGS, under the provisions of the ISPS Code certifying that the security system and any associated security equipment of the ship has been verified in accordance with section 19.1 of part A of the ISPS Code.
 - (xiii) Certificate of class issued by IRS under the provisions of IRS Rules, certifying that the relevant ship has been surveyed by Society's Surveyors in accordance with the IRS Rules.
 - (xiv) Minimum safe manning document issued by MMD under the provisions of Regulations Ch V/14(2) of the Safety Convention, certifying that the relevant ship is safely manned if it carries not less than the number and grade/capacities of personnel specified in the certificate when it proceeds to sea.
 - (xv) Maritime labour certificate issued by IRS under the provisions Article V and Title 5 of the Labour Convention certifying that the relevant ship has been inspected and verified to be in compliance with the requirements of the Labour Convention and the provisions of the declaration of maritime labour

compliance.

- (xvi) International tonnage certificate issued by MMD under the provisions of the Tonnage Convention, certifying the tonnages of the relevant ship determined in accordance with the provisions of the Tonnage Convention.
- (xvii) Certificate of survey issued by the Surveyor, IRS under the provisions of Section 27 of the Merchant Shipping Act, certifying the particulars of the relevant ship are true and that the name is marked on the ship's bows and the name and the Port of Registry of the relevant ship are properly marked on a conspicuous part of the stern and scale of metres, denoting the draught of the ship, are marked on each side of the relevant ship's stem and of its stern post.
- (xviii) Continuous synopsis record issued by MMD certifying that the records of the relevant ship are correct.
- (xix) License for general or specified period issued by MMD under the provisions of Section 406 of the Merchant Shipping Act, to ply in the trade specified in the relevant license.
- (xx) International sewage pollution prevention certificate issued by IRS under the provisions of Pollution Prevention Convention, certifying that the relevant ship is equipped with a sewage treatment plant and a discharge pipeline in compliance with Regulation 9 and 10 of Annex IV of the Pollution Prevention Convention.
- (xxi) International energy efficiency certificate issued by IRS under the provisions of the Protocol of 1997, as amended by resolution MEPC.203(62) to amend the Pollution Prevention Convention, certifying that the ship has been duly surveyed in accordance with regulation 5.4 of Annex VI of the amended Pollution Prevention Convention and thereby complies with the requirements of Regulation 20, Regulation 21 and Regulation 22.
- (xxii) Ship sanitation control exemption certificate/ ship sanitation control certificate issued by the Union Ministry of Health and Family Welfare under the provisions of Article 39 and Annex 3 of the Health Regulations, certifying that the relevant ship has applied the control measures or that it is exempted from applying control measures under the Health Regulations.
- (xxiii) International anti-fouling system certificate issued by IRS under the provisions of the Anti-Fouling Convention, certifying that the relevant ship has been duly surveyed in accordance with Annex 1 and Annex 4 to the Anti-Fouling Convention.
- (xxiv) SART annual inspection and test certificate issued by IRS under the provisions of Part IV (A) of third Schedule of Merchant Shipping (Distress and Safety Radio Communication) Rules, 1995, certifying the working of SART in the relevant ship.
- (xxv) Cargo ship safety radio certificate issued by IRS under the provisions of the Safety Convention, certifying that the relevant ship has been duly surveyed in accordance with the requirements of Regulation 1/9 of the Safety Convention.
- (xxvi) Certificate of entry and insurance issued to the vessels.

11. Intellectual property rights:

For details in relation to our Company's trademarks, see "*Our Business – Intellectual Property*" on page 156.

Material approvals for which applications have been made but are currently pending grant

Nil

Material approvals which have expired for which renewal applications have been made

Except as disclosed below, there are no material approvals which have expired for which renewal applications have been made:

S. No.	Name of Vessel	Approval
1.	M.T. Lourdes	Ship station license issued by the Wireless, Planning and Coordination wing of the Ministry of Communications, Government of India

Material approvals which have expired for which no renewal application has been made

Except as disclosed below, there are no material approvals which have expired for which no renewal application has been made:

S. No.	Name of Vessel	Approval
1.	M.T. Classic	Certificate of class issued by IRS under the provisions of IRS Rules
		International load line certificate issued by IRS under the provisions of Load Lines Convention
		Cargo ship safety construction certificate issued by IRS under the provisions of the Safety Convention
		Cargo ship safety radio certificate issued by IRS under the provisions of the Safety Convention
		International oil pollution prevention certificate issued by IRS under the Pollution Prevention Convention
		International air pollution prevention certificate issued by IRS under the provisions of the Protocol of 1997, as amended by resolution MEPC.176(58) in 2008, to amend the Pollution Prevention Convention
		International sewage pollution prevention certificate issued by IRS under the provisions of Pollution Prevention Convention
		International energy efficiency certificate issued by IRS under the provisions of the Protocol of 1997, as amended by resolution MEPC.203(62) to amend the Pollution Prevention Convention
		International anti-fouling system certificate issued by IRS under the provisions of the Anti-Fouling Convention
2.	M.T. Success	SART annual inspection and test certificate issued by IRS under the provisions of Part IV (A) of third Schedule of Merchant Shipping (Distress and Safety Radio Communication) Rules, 1995

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Offer

The Offer has been authorized by a resolution of our Board dated February 6, 2021 and the Fresh Issue has been authorized by a special resolution of our Shareholders, dated February 9, 2021.

The Board and the IPO Committee has approved this Draft Red Herring Prospectus pursuant to their resolution dated February 6, 2021 and February 14, 2021, respectively.

The Individual Promoters and the Corporate Promoter have consented to participate in the Offer for Sale pursuant to their consent letters each dated February 6, 2021 and February 12, 2021, respectively and have consented to offer such number of Equity Shares aggregating up to ₹ 2,000.00 million in the Offer for Sale.

Our Company has received in-principle approvals from BSE and NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively.

Prohibition by SEBI or other Governmental Authorities

Our Company, our Promoters, our Directors, the members of the Promoter Group, persons in control of the Corporate Promoter and the Selling Shareholders have not been prohibited from accessing the capital markets and have not been debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any jurisdiction or any other authority/court.

Compliance with the Companies (Significant Beneficial Ownership) Rules, 2018

Our Company, our Promoters, the members of the Promoter Group are in compliance with the Companies (Significant Beneficial Ownership) Rules, 2018, to the extent in force and applicable.

Directors associated with the Securities Market

None of the Directors are, in any manner, associated with the securities market. Other than as disclosed in “*Outstanding Litigation and Material Developments-Litigation involving our Directors*” on page 294, there are no outstanding action(s) initiated by SEBI against the Directors of our Company in the five years preceding the date of this Draft Red Herring Prospectus.

Eligibility for the Offer

Our Company is eligible for the Offer in accordance with Regulation 6(1) of the SEBI ICDR Regulations, and is in compliance with the conditions specified therein in the following manner:

- Our Company has had net tangible assets of at least ₹ 30 million, calculated on a restated basis, in each of the preceding three full years (of 12 months each), of which not more than 50% are held in monetary assets;
- Our Company has an average operating profit of at least ₹ 150 million, calculated on a restated basis, during the preceding three years (of 12 months each), with operating profit in each of these preceding three years;
- Our Company has a net worth of at least ₹ 10 million in each of the preceding three full years (of 12 months each), calculated on a restated basis; and
- Our Company has not changed its name in the last one year.

Our Company’s net tangible assets, monetary assets, monetary assets as a percentage of the net tangible assets, operating profits and net worth, derived from the Restated Financial Statements included in this Draft Red Herring Prospectus as at, and for the last three Fiscals ended March 31, 2020, 2019 and 2018 are set forth below:

(₹ in million, unless otherwise stated)

Particulars	As at and for the Fiscal ended		
	March 31, 2020	March 31, 2019	March 31, 2018
Net tangible assets ¹	7,969.33	7,190.30	4,821.40
Monetary assets ²	2,254.26	2,469.35	307.48
Monetary assets, as a percentage of net tangible assets, as restated	28.29%	34.34%	6.38%
Restated operating profit/ (loss) ³	1,116.01	685.65	1,155.37
Net worth, as restated ⁴	8,009.70	7,206.74	4,845.01

¹ Net tangible assets' means the sum of all assets of the Company excluding Goodwill, intangible assets and right to use assets reduced by total liabilities excluding deferred tax liability (Net) and lease liability of the Company.

² 'Monetary assets' means cash and cash equivalents and bank balances other than cash and cash equivalents (excludes Bank deposits with remaining maturity of more than twelve months).

³ 'Restated operating profit' means profit (loss) before tax excluding, other income, exceptional items and finance costs.

⁴ As per regulation 2(1)(hh) of the SEBI ICDR Regulations, 'Net worth' means the aggregate value of the paid-up share capital of our Company and all reserves created out of profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Our Company has operating profits in each of Fiscal 2018, 2019 and 2020 in terms of our Restated Financial Statements.

Our Company confirms that it is in compliance with the conditions specified in Regulation 7(1) of the SEBI ICDR Regulations, to the extent applicable, and will ensure compliance with the conditions specified in Regulation 7(2) of the SEBI ICDR Regulations, to the extent applicable.

Further, our Company confirms that it is not ineligible to make the Offer in terms of Regulation 5 of the SEBI ICDR Regulations, to the extent applicable. The details of our compliance with Regulation 5 of the SEBI ICDR Regulations are as follows:

- (a) None of our Company, our Promoters, members of our Promoter Group, our Directors or the Selling Shareholders are debarred from accessing the capital markets by SEBI.
- (b) None of our Promoters or Directors are promoters or directors of companies which are debarred from accessing the capital markets by SEBI.
- (c) None of our Company, our Promoters or Directors is a Wilful Defaulter.
- (d) None of our Promoters or Directors has been declared a fugitive economic offender in accordance with the Fugitive Economic Offenders Act, 2018.
- (e) There are no fully paid up convertible securities that are required to be converted on or before the filing of the Red Herring Prospectus;
- (f) There are no outstanding warrants, options or rights to convert debentures, loans or other instruments convertible into, or which would entitle any person any option to receive Equity Shares, as on the date of this Draft Red Herring Prospectus.

The Selling Shareholders confirm that they are in compliance with Regulation 8 of the SEBI ICDR Regulations.

DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE OFFER IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS DRAFT RED HERRING PROSPECTUS. THE BRLMs, JM FINANCIAL LIMITED AND IIFL SECURITIES LIMITED HAVE

CERTIFIED THAT THE DISCLOSURES MADE IN THIS DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED OFFER.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THIS DRAFT RED HERRING PROSPECTUS, THE 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 HAS FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED FEBRUARY 14, 2021, IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018, AS AMENDED.

THE FILING OF THIS DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE THE COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE 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.

Disclaimer from our Company, our Directors, the Selling Shareholders and the BRLMs

Our Company, the 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 Company's instance and anyone placing reliance on any other source of information, including our Company's website www.sishipping.com, would be doing so at his or her own risk.

The BRLMs accepts no responsibility, save to the limited extent as provided in the Offer Agreement and the Underwriting Agreement.

All information shall be made available by our Company, the Selling Shareholders and the BRLMs to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever, including at road show presentations, in research or sales reports, at Bidding centres or elsewhere.

None among our Company, the Selling Shareholders or any member of the Syndicate is liable for any failure in (i) uploading the Bids due to faults in any software/ hardware system or otherwise; or (ii) the blocking of Bid Amount in the ASBA Account on receipt of instructions from the Sponsor Bank on account of any errors, omissions or non-compliance by various parties involved, or any other fault, malfunctioning or breakdown, or otherwise, in the UPI Mechanism.

Investors who Bid in the Offer will be required to confirm and will be deemed to have represented to our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares and will not issue, sell, pledge, or transfer the Equity Shares to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire the Equity Shares. Our Company, the Selling Shareholders, Underwriters and their respective directors, officers, agents, affiliates, employees and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire the Equity Shares.

The BRLMs and their respective associates and affiliates may engage in transactions with, and perform services for, our Company, the Selling Shareholders and their respective group companies, affiliates or associates or third parties in the ordinary course of business and have engaged, or may in the future engage, in commercial banking and

investment banking transactions with our Company, the Selling Shareholders and their respective group companies, affiliates or associates or third parties, for which they have received, and may in the future receive, compensation. 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.

Disclaimer in respect of Jurisdiction

Any dispute arising out of the Offer will be subject to the jurisdiction of appropriate court(s) in Mumbai only.

The Offer is being made in India to persons resident in India (including Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, Indian Mutual Funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), or trusts under applicable trust law and who are authorised under their constitution to hold and invest in shares, permitted insurance companies and pension funds, insurance funds set up and managed by the army and navy and insurance funds set up and managed by the Department of Posts, India) and permitted Non-Residents including FPIs and Eligible NRIs, AIFs and other eligible foreign investors, if any, provided that they are eligible under all applicable laws and regulations to purchase the Equity Shares.

This Draft Red Herring Prospectus does not constitute an invitation to subscribe to or purchase the Equity Shares in the Offer in any jurisdiction, including India. Invitations to subscribe to or purchase the Equity Shares in the Offer will be made only pursuant to the Red Herring Prospectus if the recipient is in India or the preliminary offering memorandum for the Offer, which comprises the Red Herring Prospectus and the preliminary international wrap for the Offer, if the recipient is outside India.

Eligibility and Transfer Restrictions

The Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold (i) within the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act and referred to in this Draft Red Herring Prospectus as “U.S. QIBs”) in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act, and (ii) outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales are made. For the avoidance of doubt, the term “U.S. QIBs” does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Draft Red Herring Prospectus as “QIBs”.

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

Until the expiry of 40 days after the commencement of the Offer, an offer or sale of Equity Shares within the United States by a dealer (whether or not it is participating in the Offer) may violate the registration requirements of the U.S. Securities Act if such an offer for sale is made otherwise than in compliance with the available exemptions from registration under the U.S. Securities Act.

Equity Shares Offered and Sold within the United States

Each purchaser that is acquiring the Equity Shares offered pursuant to the Offer within the United States, by its acceptance of this Draft Red Herring Prospectus and of the Equity Shares, will be deemed to have acknowledged, represented to and agreed with our Company, the Selling Shareholders and the BRLMs that it has received a copy of this Draft Red Herring Prospectus and such other information as it deems necessary to make an informed investment decision and that:

1. the purchaser is authorized to consummate the purchase of the Equity Shares offered pursuant to this Issue in compliance with all applicable laws and regulations;
2. the purchaser acknowledges that the Equity Shares offered pursuant to this Offer have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state of the United States and accordingly, 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;
3. the purchaser (i) is a U.S. QIB, (ii) is aware that the sale to it is being made in a transaction exempt from or not subject to the registration requirements of the U.S. Securities Act, and (iii) is acquiring such Equity Shares for its own account or for the account of a U.S. QIB with respect to which it exercises sole investment discretion;
4. the purchaser is not an affiliate of our Company or a person acting on behalf of an affiliate;
5. if, in the future, the purchaser decides to offer, resell, pledge or otherwise transfer such Equity Shares, or any economic interest therein, such Equity Shares or any economic interest therein may be offered, sold, pledged or otherwise transferred only (A) (i) to a person whom the beneficial owner and/or any person acting on its behalf reasonably believes is a U.S. QIB in a transaction meeting the requirements of Rule 144A under the U.S. Securities Act or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act and (B) in accordance with all applicable laws, including the securities laws of the states of the United States. The purchaser understands that the transfer restrictions will remain in effect until our Company determines, in its sole discretion, to remove them;
6. the Equity Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and no representation is made as to the availability of the exemption provided by Rule 144 for resales of any such Equity Shares;
7. the purchaser will not deposit or cause to be deposited such Equity Shares into any depositary receipt facility established or maintained by a depositary bank other than a Rule 144A restricted depositary receipt facility, so long as such Equity Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act;
8. the purchaser agrees that neither the purchaser, nor any of its affiliates, nor any person acting on behalf of the purchaser or any of its affiliates, will make any “directed selling efforts” as defined in Regulation S under the U.S. Securities Act in the United States with respect to the Equity Shares;
9. the purchaser understands that such Equity Shares (to the extent they are in certificated form), unless our Company determines otherwise in accordance with applicable law, will bear a legend substantially to the following effect:

THE EQUITY SHARES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**U.S. SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO A PERSON WHOM THE SELLER OR ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE U.S. SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE U.S. SECURITIES ACT, OR (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

10. Our Company will not recognize any offer, sale, pledge or other transfer of such Equity Shares made other than in compliance with the above-stated restrictions; and
11. the purchaser acknowledges that our Company, the Selling Shareholders, the BRLMs and, their respective affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of such acknowledgements, representations and agreements deemed to have been made by virtue of its purchase of such Equity Shares are no longer accurate, it will promptly notify our Company and the BRLMs, and if it is acquiring any of such Equity Shares as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion

with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

All Other Equity Shares Offered and Sold in the Offer

Each purchaser that is acquiring the Equity Shares offered pursuant to the Offer outside the United States, by its acceptance of this Draft Red Herring Prospectus and of the Equity Shares offered pursuant to the Offer, will be deemed to have acknowledged, represented and warranted to and agreed with our Company, the Selling Shareholders and the BRLMs that it has received a copy of this Draft Red Herring Prospectus and such other information as it deems necessary to make an informed investment decision and that:

1. the purchaser is authorized to consummate the purchase of the Equity Shares offered pursuant to the Offer in compliance with all applicable laws and regulations;
2. the purchaser acknowledges that the Equity Shares offered pursuant to this Offer have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state of the United States and accordingly 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;
3. the purchaser is purchasing the Equity Shares offered pursuant to the Offer in an offshore transaction meeting the requirements of Rule 903 of Regulation S under the U.S. Securities Act;
4. the purchaser and the person, if any, for whose account or benefit the purchaser is acquiring the Equity Shares offered pursuant to this Issue, was located outside the United States at the time (i) the offer for such Equity Shares was made to it and (ii) when the buy order for such Equity Shares was originated and continues to be located outside the United States and has not purchased such Equity Shares for the account or benefit of any person in the United States or entered into any arrangement for the transfer of such Equity Shares or any economic interest therein to any person in the United States;
5. the purchaser is not an affiliate of our Company or a person acting on behalf of an affiliate;
6. if, in the future, the purchaser decides to offer, resell, pledge or otherwise transfer such Equity Shares, or any economic interest therein, such Equity Shares or any economic interest therein may be offered, sold, pledged or otherwise transferred only (A) (i) to a person whom the beneficial owner and/or any person acting on its behalf reasonably believes is a U.S. QIB in a transaction meeting the requirements of Rule 144A or (ii) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act and (B) in accordance with all applicable laws, including the securities laws of the States of the United States. The purchaser understands that the transfer restrictions will remain in effect until our Company determines, in its sole discretion, to remove them;
7. the purchaser agrees that neither the purchaser, nor any of its affiliates, nor any person acting on behalf of the purchaser or any of its affiliates, will make any “directed selling efforts” as defined in Regulation S under the U.S. Securities Act in the United States with respect to the Equity Shares;
8. the purchaser understands that such Equity Shares (to the extent they are in certificated form), unless our Company determine otherwise in accordance with applicable law, will bear a legend substantially to the following effect:

THE EQUITY SHARES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**U.S. SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO A PERSON WHOM THE SELLER OR ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE U.S. SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

9. our Company will not recognize any offer, sale, pledge or other transfer of such Equity Shares made other than in compliance with the above-stated restrictions; and

10. the purchaser acknowledges that our Company, the Selling Shareholders, the BRLMs and their respective affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of such acknowledgements, representations and agreements deemed to have been made by virtue of its purchase of such Equity Shares are no longer accurate, it will promptly notify our Company and the BRLMs, and if it is acquiring any of such Equity Shares as a fiduciary or agent for one or more accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

In relation to each European Economic Area State that has implemented the Prospectus Directive (Directive 2003/71/EC) and amendments thereto, including Directive 2010/73/EU and to the extent applicable, Prospectus Regulation (EU) 2017/1129 (each, a “**Relevant Member State**”), an offer to the public of any Equity Shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- a. to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- b. to fewer than 100 or, if the Relevant Member State has implemented the relevant provisions of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors), subject to obtaining the prior consent of the BRLMs; or
- c. in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Equity Shares shall result in a requirement for our Company or any BRLM to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive and each person who receives any communication in respect of, or who acquires any Equity Shares under, the offers contemplated in this Draft Red Herring Prospectus will be deemed to have represented, warranted and agreed to with the BRLMs and our Company that it is a qualified investor within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any of the Equity Shares in any Relevant Member States means the communication in any form and by any means of sufficient information on the terms of the offer and the Equity Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Equity Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

In the case of any Equity Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the Equity Shares acquired by it in the offering have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any Equity Shares to the public in a Relevant Member State prior to the publication of a prospectus in relation to the Equity Shares which has been approved by the competent authority in that relevant member state or, where appropriate, approved in another Relevant Member State and notified to the competent authority in the Relevant Member State, all in accordance with the Prospectus Directive, other than their offer or resale to qualified investors or in circumstances in which the prior consent of the BRLMs has been obtained to each such proposed offer or resale.

Our Company, the BRLMs and their affiliates, and others will rely upon the truth and accuracy of the foregoing representation, acknowledgement and agreement.

This Draft Red Herring Prospectus is an advertisement and is not a prospectus for the purposes of EU Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU and to the extent applicable, Prospectus Regulation (EU) 2017/1129).

Bidders are advised to ensure that any Bid from them does not exceed investment limits or maximum number of Equity Shares that can be held by them under applicable law. Further, each Bidder where required must agree in the Allotment Advice that such Bidder will not sell or transfer any Equity Shares or any economic interest therein, including any off-shore derivative instruments, such as participatory notes, issued against the

Equity Shares or any similar security, other than in accordance with applicable laws.

Disclaimer Clause of BSE

As required, a copy of this Draft Red Herring Prospectus has been submitted to BSE. The disclaimer clause as intimated by BSE to our Company, post scrutiny of this Draft Red Herring Prospectus, shall be included in the Red Herring Prospectus and the Prospectus prior to the RoC filing.

Disclaimer Clause of NSE

As required, a copy of this Draft Red Herring Prospectus has been submitted to NSE. The disclaimer clause as intimated by NSE to our Company, post scrutiny of this Draft Red Herring Prospectus, shall be included in the Red Herring Prospectus and the Prospectus prior to the RoC filing.

Listing

The Equity Shares issued through the Red Herring Prospectus and the Prospectus are proposed to be listed on BSE and NSE. Applications will be made to the Stock Exchanges for permission to deal in and for an official quotation of the Equity Shares. [●] will be the Designated Stock Exchange with which the Basis of Allotment will be finalised.

Consents

Consents in writing of the Selling Shareholders, our Directors, our Company Secretary and Compliance Officer, our Chief Financial Officer, Legal Counsel to our Company as to Indian law, Legal Counsel to the Selling Shareholders as to Indian law, Legal Counsel to the BRLMs as to Indian law, Banker to our Company, the BRLMs, the Registrar to the Offer, CRISIL, International Legal Counsel to our Company, have been obtained; and consents in writing of the Syndicate Members, Public Offer Account Bank, Sponsor Bank, Monitoring Agency, Escrow Collection Bank(s) and Refund Bank(s) to act in their respective capacities, will be obtained and filed along with a copy of the Red Herring Prospectus with the RoC as required under the Companies Act and such consents shall not be withdrawn up to the time of delivery of the Red Herring Prospectus for registration with the RoC.

Expert to the Offer

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

Our Company has received written consent dated February 14, 2021 from S R B C & CO LLP, Chartered Accountants, to include their name as required under section 26 (1) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this DRHP, and as an “expert” as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as our Statutory Auditors, and in respect of their (i) examination report, dated February 6, 2021, on our Restated Financial Statements; and (ii) their report dated February 13, 2021, on the Statement of special Tax Benefits in this DRHP and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus. However, the term “expert” shall not be construed to mean an “expert” as defined under the U.S. Securities Act.

Particulars regarding public or rights issues by our Company during the last five years

Our Company has not made any public or rights issues (as defined under the SEBI ICDR Regulations) during the five years preceding the date of this Draft Red Herring Prospectus.

Underwriting Commission, Brokerage and Selling Commission paid on previous issues of the Equity Shares in last five years

Since this is the initial public issue of Equity Shares, no sum has been paid or is payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares in the five years preceding the date of this Draft Red Herring Prospectus.

Capital issue during the previous three years

Other than as disclosed in “*Capital Structure-Notes to the Capital Structure*”, our Company has not undertaken a capital issue in the last three years preceding the date of this Draft Red Herring Prospectus.

As on the date of this Draft Red Herring Prospectus, our Company does not have any subsidiary or associate.

Performance vis-à-vis objects – Public/ rights issue of our Company

Our Company has not undertaken any public or rights issue in the five years preceding the date of this Draft Red Herring Prospectus.

Performance vis-à-vis objects – Public/ rights issue of the listed Promoter of our Company

Our corporate Promoter, FIHM is not listed.

Capital issue during the previous three years by our listed Group Companies of our Company

None of the securities of any of our Group Companies are listed on any stock exchange.

Price information of past issues handled by the BRLMs (during the current Fiscal and two Fiscals preceding the current Fiscal)

a. JM Financial Limited

1. Price information of past issues handled by JM Financial Limited (during the current Fiscal and two Fiscals preceding the current financial year):

Sr. No.	Issue name	Issue Size (₹ million)	Issue price (₹)	Listing Date	Opening price on Listing Date (in ₹)	+/- % change in closing price, [+/- % change in closing benchmark] - 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.	Stove Kraft Limited	4,126.25	385.00	February 05, 2021	498.00	Not Applicable	Not Applicable	Not Applicable
2.	Burger King India Limited	8,100.00	60.00	December 14, 2020	112.50	146.50% [7.41%]	Not Applicable	Not Applicable
3.	Equitas Small Finance Bank Limited	5,176.00	33.00	November 02, 2020	31.10	5.45% [12.34%]	19.55% [16.84%]	Not Applicable
4.	UTI Asset Management Company Limited	21,598.84	554.00	October 12, 2020	500.00	-10.43% [5.87%]	-0.60% [20.25%]	Not Applicable
5.	Mazgaon Dock Shipbuilders Limited	4,436.86	145.00	October 12, 2020	214.90	18.90% [5.87%]	52.90% [20.25%]	Not Applicable
6.	Prince Pipes and Fittings Limited	5,000.00	178.00	December 30, 2019	160.00	+0.14% [-1.63%]	-44.33% [-29.34%]	-35.00% [-15.28%]
7.	Ujjivan Small Finance Bank Limited ⁷	7,459.46	37.00	December 12, 2019	58.75	+41.08% [+2.38%]	+10.27% [-12.70%]	-16.62% [-15.07%]
8.	Spandana Sphoorty Financial	12,009.36	856.00	August 19, 2019	825.00	-0.56% [-2.14%]	+52.76% [+7.61%]	+17.32% [+9.59%]

	Limited							
9.	Metropolis Healthcare Limited	12,042.88	880.00	April 15, 2019	958.00	+3.75% [-4.01%]	+21.39% [-1.18%]	+45.93% [-3.30%]
10.	Chalet Hotels Limited	16,411.80	280.00	February 7, 2019	294.00	+1.14% [-0.31%]	+24.41% [+3.87%]	+10.77% [-1.87%]

Source: www.nseindia.com for price information and prospectus/basis of allotment for issue details

Notes:

1. Opening price information as disclosed on the website of NSE.
2. Change in closing price over the issue/offer price as disclosed on NSE.
3. Change in closing price over the closing price as on the listing date for benchmark index viz. NIFTY 50.
4. In case of reporting dates falling on a trading holiday, values for the trading day immediately preceding the trading holiday have been considered.
5. 30th calendar day has been taken as listing date plus 29 calendar days; 90th calendar day has been taken as listing date plus 89 calendar days; 180th calendar day has been taken a listing date plus 179 calendar days.
6. Restricted to last 10 issues.
7. A discount of Rs. 2 per Equity Share was offered to Eligible Ujjivan Financial Services Limited Shareholders bidding in Ujjivan Financial Services Limited Shareholders Reservation Portion
8. Not Applicable – Period not completed

2. Summary statement of price information of past issues handled by JM Financial Limited:

Financial Year	Total no. of IPOs	Total funds raised (₹ Millions)	Nos. of IPOs trading at discount on as on 30 th calendar days from listing date			Nos. of IPOs trading at premium on as on 30 th calendar days from listing date			Nos. of IPOs trading at discount as on 180 th calendar days from listing date			Nos. of IPOs trading at premium as on 180 th calendar days from listing date		
			Over 50%	Between 25% - 50%	Less than 25%	Over 50%	Between 25%- 50%	Less than 25%	Over 50%	Between 25%- 50%	Less than 25%	Over 50%	Between 25%- 50%	Less than 25%
2020-2021	5	43,437.95	-	-	1	1	-	2	-	-	-	-	-	-
2019-2020	4	36,400.83**	-	-	1	-	1	2	-	1	1	-	1	1
2018-2019	4	68,856.80	-	-	1	1	-	2	-	1	-	1	-	2

**Spandana Sphoorty Financial Limited raised Rs. 11,898.49 million as against the issue size of Rs. 12,009.36 million

b. IIFL Securities Limited

1. Price information of past issues handled by IIFL Securities Limited (during the current Fiscal and two Fiscals preceding the current financial year):

Sr. No.	Issue Name	Issue Size (in Rs. Mn)	Issue Price (Rs.)	Listing Date	Opening Price on Listing Date	+/- % change in closing price*, [+/- % change in closing benchmark]- 30th calendar days from listing	+/- % change in closing price*, [+/- % change in closing benchmark]- 90th calendar days from listing	+/- % change in closing price*, [+/- % change in closing benchmark]- 180th calendar days from listing
1	HDFC Asset Management Company Limited	28,003.31	1,100.00	August 6, 2018	1,726.25	+58.04%, [+1.17%]	+30.61%, [-7.32%]	+23.78%, [-4.33%]
2	Credit Access	11,311.88	422.00	August 23, 2018	390.00	-21.16%, [-3.80%]	-14.91%, [-8.00%]	-5.71%, [-8.13%]

	Grameen Limited								
3	Polycab India Limited	13,452.60	538.00	April 16, 2019	633.00	+15.36% [-5.35%]	+14.70% [-1.99%]	+23.76% [-4.09%]	
4	Spandana Sphoorty Financial Ltd	12,009.36	856.00	August 19, 2019	825.00	-0.56% [-2.14%]	+52.76% [+7.61%]	+17.32% [+9.59%]	
5	Sterling and Wilson Solar Ltd	28,809.42	780.00	August 20, 2019	706.00	-21.88% [-1.60%]	48.63% [+7.97%]	64.78% [+9.95%]	
6	CSB Bank Ltd	4,096.77	195.00	December 4, 2019	275.00	+8.36% [+1.98%]	-12.18% [-7.56%]	-36.95% [-20.45%]	
7	Ujjivan Small Finance Bank Limited	7,459.46	37.00	December 12, 2019	58.75	+41.08% [+2.38%]	+10.27% [12.70%]	-16.62% [-15.07%]	
8	Equitas Small Finance Bank Ltd	5,176.00	33.00	November 2, 2020	31.10	+5.45% [+12.34%]	+19.55% [16.84%]	N.A.	
9	Mrs. Bectors Food Specialities Ltd	5,405.40	288.00	December 24, 2020	500.00	+37.69% [+4.53%]	N.A.	N.A.	
10	Antony Waste Handling Cell Limited	2,999.85	315.00	January 1, 2021	436.10	-10.27% [-2.74%]	N.A.	N.A.	

N.
A.

Source: www.nseindia.com

Note: Benchmark Index taken as CNX NIFTY. Price on NSE is considered for all of the above calculations. The 30th, 90th and 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 from listing day is a holiday, the closing data of the previous trading day has been considered. % change taken against the Issue Price in case of the Issuer. The Nifty 50 index is considered as the benchmark index. NA means Not Applicable.

2. Summary statement of price information of past issues handled by IIFL Securities Limited:

Financial Year	Total No. of IPO's	Total Funds Raised (in Rs. Mn)	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 %
2018-19	4	94,013.29	-	1	1	1	-	1	-	1	2	-	-	1
2019-20	5	65,827.61	-	-	2	-	1	2	1	1	1	-	-	2
2020-21	3	13,581.25	-	-	1	-	1	1	-	-	-	-	-	-

Source: www.nseindia.com

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 previous trading day has been considered. NA means Not Applicable.
NA means Not Applicable.

Track record of past issues handled by the BRLMs

For details regarding the track record of the Book Running Lead Managers, as specified in circular (reference CIR/MIRSD/1/2012) dated January 10, 2012 issued by SEBI, please see the websites of the Book Running Lead Managers, as set forth in the table below

Sr. no.	Name of the Book Running Lead Manager	Website
1.	JM Financial Limited	www.jmfl.com
2.	IIFL Securities Limited	www.iiflcap.com

Stock Market Data of Equity Shares

This being an initial public issue of the Equity Shares of our Company, the Equity Shares are not listed on any stock exchange and accordingly, no stock market data is available for the Equity Shares.

Redressal of Investor Grievances

The agreement between the Registrar to the Offer, our Company and the Selling Shareholders provides for retention of records with the Registrar to the Offer for a period of at least eight years from the last date of dispatch of the letters of allotment and demat credit to enable the investors to approach the Registrar to the Offer for redressal of their grievances.

All grievances in relation to the Bidding process may be addressed to the Registrar to the Offer with a copy to the relevant Designated Intermediary to whom the Bid cum Application Form was submitted. The Bidder should give full details such as name of the sole or First Bidder, Bid cum Application Form number, UPI ID, Bidder DP ID, Client ID, PAN, date of the submission of Bid cum Application Form, address of the Bidder, number of the Equity Shares applied for and the name and address of the Designated Intermediary where the Bid cum Application Form was submitted by the Bidder.

Anchor Investors are required to address all grievances in relation to the Offer to the BRLMs.

Further, the Bidder shall also enclose a copy of the Acknowledgment Slip duly received from the concerned Designated Intermediary in addition to the information mentioned hereinabove.

The Registrar to the Offer shall obtain the required information from the SCSBs and Sponsor Bank for addressing any clarifications or grievances of ASBA Bidders. Our Company, the BRLMs and the Registrar to the Offer accept no responsibility for errors, omissions, commission or any acts of SCSBs including any defaults in complying with its obligations under applicable SEBI ICDR Regulations. Investors can contact our Company Secretary and 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.

We shall obtain authentication on the SCORES and comply with the SEBI circular (CIR/OIAE/1/2014) dated December 18, 2014 in relation to redressal of investor grievances through SCORES

Our Company has not received any investor complaint during the three years preceding the date of this Draft Red Herring Prospectus.

Further, no investor complaint in relation to our Company is pending as on the date of filing of this Draft Red Herring Prospectus

None of our Group Companies are listed on any stock exchange.

Disposal of Investor Grievances by our Company

Our Company estimates that the average time required by our Company or the Registrar to the Offer or the relevant Designated Intermediary, for the redressal of routine investor grievances shall be 10 Working Days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, our Company will seek to redress these complaints as expeditiously as possible.

Our Company has also constituted a Stakeholders Relationship Committee to review and redress the shareholders and investor grievances such as transfer of Equity Shares, non-recovery of balance payments, declared dividends, approve subdivision, consolidation, transfer and issue of duplicate shares. For details of our Stakeholders Relationship Committee, please see "*Our Management*" on page 175.

Our Company has also appointed Jay Parekh, Company Secretary of our Company, as the Compliance Officer for the Offer. For details, "*General Information- Company Secretary and Compliance Officer*" beginning on page 62. The Selling Shareholder has authorised the Company Secretary and Compliance Officer of the Company, and the Registrar to the Offer to redress any complaints received from Bidders in respect of the Offer for Sale.

Other confirmations

Any person connected with the Offer shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any person for making an application in the initial public offer, except for fees or commission for services rendered in relation to the Offer.

SECTION IX – OFFER RELATED INFORMATION

TERMS OF THE OFFER

The Equity Shares being offered Allotted pursuant to this Offer are subject to the provisions of the Companies Act, the SCRA, SCRR, SEBI ICDR Regulations, the SEBI Listing Regulations, our Memorandum and Articles of Association, the terms of this Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Abridged Prospectus, the Bid cum Application Form, the Revision Form, the CAN, Allotment Advice and other terms and conditions as may be incorporated in the Allotment Advice and other documents or certificates that may be executed in respect of this Offer. The Equity Shares shall also be subject to all applicable laws, guidelines, rules, notifications and regulations relating to the offer of capital and listing and trading of securities offered from time to time by SEBI, the GoI, the Stock Exchanges, the RoC, the RBI, and/or other authorities, as in force on the date of this Offer and to the extent applicable or such other conditions as may be prescribed by SEBI, the Government of India, the Stock Exchanges, the RoC and/or any other authorities while granting its approval for the Offer.

The Offer

The Offer comprises a Fresh Issue and an Offer for Sale by the Selling Shareholders.

Expenses for the Offer shall be shared amongst our Company and each of the Selling Shareholders in the manner specified in “*Objects of the Offer - Offer Expenses*” on page 86.

Ranking of the Equity Shares

The Equity Shares being Allotted in the Offer shall be subject to the provisions of the Companies Act, our Memorandum and Articles of Association and shall rank *pari passu* in all respects with the existing Equity Shares including rights in respect of dividend and other corporate benefits if any, declared by our Company after the date of Allotment. For further details, see “*Main Provisions of the Articles of Association*” beginning on page 345.

Mode of Payment of Dividend

Our Company shall pay dividends, if declared, to shareholders of our Company as per the provisions of the Companies Act, 2013, our Memorandum and Articles, the SEBI Listing Regulations and other applicable law. All dividends, if any, declared by our Company after the date of Allotment (pursuant to the transfer of Equity Shares from the Offer for Sale), will be payable to the Bidders who have been Allotted Equity Shares in the Offer, for entire year, in accordance with applicable law. For further details in relation to dividends, see “*Dividend Policy*” and “*Main Provisions of the Articles of Association*” beginning on pages 205 and 345, respectively.

Face Value, Offer Price and Price Band

The face value of the Equity Shares is ₹ 10. The Floor Price of Equity Shares is ₹ [●] per Equity Share and the Cap Price is ₹ [●] per Equity Share. The Anchor Investor Offer Price is ₹ [●] per Equity Share. The Price Band and minimum Bid Lot for the Offer will be decided by our Company and the Selling Shareholders, in consultation with the BRLMs, and advertised in all editions of the English national daily newspaper [●], all editions of the Hindi national daily newspaper [●], and Mumbai editions of the Marathi daily newspaper [●] (Marathi being the regional language of Maharashtra, where our Registered Office is located), each with wide circulation, respectively, at least two Working Days prior to the Bid/ Offer Opening Date and shall be made available to the Stock Exchanges for the purpose of uploading on their websites. The Price Band, along with the relevant financial ratios calculated at the Floor Price and at the Cap Price, shall be pre-filled in the Bid cum Application Forms available at the websites of the Stock Exchanges. The Offer Price shall be determined by our Company and the Selling Shareholders in consultation with the BRLMs, after the Bid/Offer Closing Date, on the basis of assessment of market demand for the Equity Shares offered by way of Book Building Process.

At any given point of time there shall be only one denomination for the Equity Shares.

Compliance with disclosure and accounting norms

Our Company shall comply with all applicable disclosure and accounting norms as specified by SEBI from time to time.

Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the provisions of our Articles, our Equity Shareholders shall have the following rights:

- The right to receive dividend, if declared;
- The right to attend general meetings and exercise voting powers, unless prohibited by law;
- The right to vote on a poll either in person or by proxy or ‘e-voting’, in accordance with the provisions of the Companies Act;
- The right to receive offers for rights shares and be allotted bonus shares, if announced;
- The right to receive any surplus on liquidation subject to any statutory and other preferential claims being satisfied;
- The right to freely transfer their Equity Shares, subject to foreign exchange regulations and other applicable laws; and
- Such other rights, as may be available to a shareholder of a listed public company under applicable law, including the Companies Act, 2013, the terms of the SEBI Listing Regulations, and our Memorandum and Articles.

For a detailed description of the main provisions of our Articles relating to voting rights, dividend, forfeiture and lien, transfer and transmission, and/ or consolidation/ splitting, see “*Main Provisions of the Articles of Association*” beginning on page 345.

Allotment of Equity Shares in dematerialised form

Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares shall be Allotted only in dematerialised form. Hence, the Equity Shares offered through the Red Herring Prospectus can be applied for in the dematerialised form only. In this context, our Company has entered into the following agreements:

- Tripartite agreement dated May 11, 2015, amongst our Company, NSDL and Registrar to the Offer.
- Tripartite agreement dated June 6, 2017, amongst our Company, CDSL and Registrar to the Offer.

Market Lot and Trading Lot

Since, the trading of our Equity Shares on the Stock Exchanges shall only be in dematerialised form, consequent to which, the tradable lot is one Equity Share. Allotment of Equity Shares will be only in electronic form in multiples of [●] Equity Shares, subject to a minimum Allotment of [●] Equity Shares.

Joint Holders

Subject to provisions contained in our Articles, where two or more persons are registered as the holders of any Equity Share, they shall be deemed to hold such Equity Shares as joint tenants with benefits of survivorship.

Jurisdiction

The courts of Mumbai, India will have exclusive jurisdiction in relation to this Offer.

Period of operation of subscription list

Bid/Offer Programme

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

**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, in accordance with the SEBI ICDR Regulations. Anchor Investors shall Bid on the Anchor Investor Bidding Date.*

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

An indicative timetable in respect of the Offer is set out below:

Event	Indicative Date
Finalisation of Basis of Allotment with the Designated Stock Exchange	On or about [●]
Initiation of refunds (if any, for Anchor Investors) / unblocking of funds from ASBA Account**	On or about [●]
Credit of the Equity Shares to depository accounts of Allottees	On or about [●]
Commencement of trading of the Equity Shares on the Stock Exchanges	On or about [●]

****In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding four Working Days from the Bid/Offer Closing Date, the Bidder shall be compensated at a uniform rate of ₹ 100 per day for the entire duration of delay exceeding four Working Days from the Bid/Offer Closing Date by the intermediary responsible for causing such delay in unblocking. The BRLMs shall, in their sole discretion, identify and fix the liability on such intermediary or entity responsible for such delay in unblocking.**

The above timetable is indicative and does not constitute any obligation on our Company, the Selling Shareholders or the BRLMs. While our Company and the Selling Shareholders shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Equity Shares on the Stock Exchanges are taken within six Working Days of the Bid/Offer Closing Date or such period as may be prescribed, the timetable may change due to various factors, such as extension of the Bid/Offer Period by our Company and the Selling Shareholders, revision of the Price Band or any delays in receiving the final listing and trading approval from the Stock Exchanges. The commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchanges and in accordance with the applicable laws. The Selling Shareholders confirms that it shall extend complete co-operation required by our Company and the BRLMs for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within six Working Days from the Bid/Offer Closing Date, or within such other period as may be prescribed 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 10:00 a.m. and 5:00 p.m. Indian Standard Time (“IST”)
Bid/Offer Closing Date	
Submission and Revision in Bids	- Only between 10:00 a.m. and 3:00 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 5:00 p.m. IST or such extended time as permitted by the Stock Exchanges, in case of Bids by RIBs and Eligible Employees Bidding in the Employee Reservation Portion.

On Bid/Offer Closing Date, extension of time may be granted by Stock Exchanges only for uploading Bids received by Retail Individual Bidders after taking into account the total number of Bids received and as reported by the Book Running Lead Managers to the Stock Exchanges.

For the avoidance of doubt, it is clarified that Bids not uploaded on the electronic bidding system or in respect of which full Bid Amount is not blocked by SCSBs or not blocked under the UPI Mechanism in the relevant ASBA Account, as the case may be, will be rejected.

Due to limitation of the time available for uploading the Bids on the Bid/Offer Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid/Offer Closing Date and, in any case, no later than 1.00 p.m. (Indian Standard Time) on the Bid/ Offer Closing Date. Bidders are cautioned that, in the event a large number of Bids are received on the Bid/ Offer Closing Date, as is typically experienced in public offerings in India, it may lead to some Bids not being uploaded due to lack of sufficient time to upload. Such Bids that cannot be uploaded on the electronic bidding system will not be considered for allocation under this Offer. Bids and any revision in Bids will only be accepted on Working Days. Investors may please note that as per letter no. List/smd/sm/2006 dated July 3, 2006 and letter no. NSE/IPO/25101- 6 dated July 6, 2006 issued by BSE and NSE respectively, Bids and any revision in Bids shall not be accepted on Saturdays and public holidays as declared by the Stock Exchanges. Bids by ASBA Bidders shall be uploaded by the relevant Designated Intermediary in the electronic system to be provided by the Stock Exchanges. Neither our Company, nor the Selling Shareholders, nor any member of the Syndicate is liable for any failure in (i) uploading or downloading the Bids due to faults in any software / hardware system or otherwise, and (ii) the blocking of the Bid Amount in the ASBA Account of Bidders on receipt of instructions from the Sponsor Bank on account of any errors, omissions or non-compliance by various parties involved in, or any other fault, malfunctioning or breakdown in, or otherwise, in the UPI Mechanism.

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. In such an event, the Cap Price shall not be more than 120% of the Floor Price. Subject to compliance with the immediately preceding sentence, the Floor Price can move up or down to the extent of 20% of the Floor Price and the Cap price will be revised accordingly.

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

In case of discrepancy in the data entered in the electronic book *vis-à-vis* the data contained in the physical Bid cum Application Form for a particular Bidder, the details as per the Bid file received from the Stock Exchanges may be taken as the final data for the purpose of Allotment.

Nomination facility to investors

In accordance with Section 72 of the Companies Act, 2013 read with the Companies (Share Capital and Debentures) Rules, 2014, as amended, the sole or First Bidder, along with other joint Bidders, may nominate any one person in whom, in the event of the death of the sole Bidder or in case of joint Bidders, the death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner. A person, being a nominee, entitled to the Equity Shares by reason of death of the original holder(s), shall be entitled to the same advantages to which such person would be entitled if such person were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to the Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale, transfer of Equity Share(s) by the person nominating. A nomination may be cancelled or varied by nominating any other person in place of the present nominee by the holder of the Equity Shares who has made the nomination by giving a notice of such cancellation. A buyer will be entitled to make a fresh nomination in the manner prescribed. A fresh nomination can be made only on the prescribed form, which is available on request at our Registered and Corporate Office or with the registrar and transfer agents of our Company.

Any person who becomes a nominee by virtue of Section 72 of the Companies Act, 2013 as mentioned above, shall, upon the production of such evidence as may be required by our Board, elect either:

- to register himself or herself as the holder of the Equity Shares; or
- to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, our Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of 90 days, our Board may thereafter withhold payment of all dividend, bonuses or other monies payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the Allotment will be made only in dematerialised form, there shall be no requirement for a separate nomination with our Company. Nominations registered with the respective Depository Participant of the Bidder will prevail. If the Bidders wish to change their nomination, they are requested to inform their respective Depository Participant.

Minimum Subscription

In the event our Company does not receive (i) a minimum subscription of 90% of the Fresh Issue, and (ii) a subscription in the Offer as specified under Rule 19(2)(b) of the SCRR, including through devolvement of Underwriters, as applicable, within sixty (60) days from the date of Bid Closing Date, or if the subscription level falls below the thresholds mentioned above after the Bid Closing Date, on account of withdrawal of applications or after technical rejections or any other reason, or if the listing or trading permission is not obtained from the Stock Exchanges for the Equity Shares being offered under the Red Herring Prospectus, our Company shall forthwith refund the entire subscription amount received. If there is a delay beyond fifteen days after the Issuer becomes liable to pay the amount, the Issuer and every Director who are officers in default, shall pay interest at the rate of fifteen percent per annum.

However, no liability to make any payment of interest or expenses shall accrue to any Selling Shareholder unless the delay in making any of the payments/refund hereunder or the delay in obtaining listing or trading approvals or any other approvals in relation to the Offer is caused solely by, and is directly attributable to, an act or omission of such Selling Shareholder and to the extent of its portion of the Offered Shares.

In the event of achieving aforesaid minimum subscription, however, there is under-subscription in achieving the total Offer size, the Equity Shares will be Allotted in the following order:

- (i) such number of Equity Shares will first be Allotted by our Company such that 90% of the Fresh Issue portion is subscribed;
- (ii) upon (i), all the Equity Shares held by the Selling Shareholders and offered for sale in the Offer for Sale will be Allotted (in proportion to the Offered Shares being offered by each Selling Shareholder); and

(iii) once Equity Shares have been Allotted as per (i) and (ii) above, such number of Equity Shares will be Allotted by our Company towards the balance 10% of the Fresh Issue portion;

Further, in accordance with Regulation 49(1) of the SEBI ICDR Regulations, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted will be not less than 1,000.

Arrangements for disposal of odd lots

Since 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 the lock-in of the pre-Offer Equity Shares, the Promoters' Contribution and Equity Shares allotted to Anchor Investors pursuant to the Offer, as detailed in "*Capital Structure*" beginning on page 70 and except as provided in our Articles, there are no restrictions on transfers and transmission of Equity Shares or on their consolidation or splitting. See, "*Main Provisions of the Articles of Association*" at page 345.

Option to receive Equity Shares in Dematerialized Form

Allotment of Equity Shares to successful Bidders will only be in the dematerialized form. Bidders will not have the option of Allotment of the Equity Shares in physical form. The Equity Shares on Allotment will be traded only in the dematerialized segment of the Stock Exchanges.

Withdrawal of the Offer

Our Company and the Selling Shareholders in consultation with the BRLMs, reserves the right not to proceed with the entire or portion of the Offer for any reason at any time after the Bid/Offer Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the same newspapers, in which the pre-Offer advertisements were published, within two days of the Bid/Offer Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Offer. The Book Running Lead Managers, through the Registrar to the Offer, shall notify the SCSBs and the Sponsor Bank (in case of RIB's using the UPI Mechanism), to unblock the bank accounts of the ASBA Bidders and the Escrow Collection Bank to release the Bid Amounts to the Anchor Investors, within one Working Day from the date of receipt of such notification. Our Company shall also inform the same to the Stock Exchanges on which the Equity Shares are proposed to be listed.

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 (ii) filing of the Prospectus with the RoC. If our Company and the Selling Shareholders, in consultation with the Book Running Lead Managers withdraw the Offer after the Bid/ Offer Closing Date and thereafter determine that they will proceed with public offering of the Equity Shares, our Company shall file a fresh draft red herring prospectus with SEBI and the Stock Exchanges.

OFFER STRUCTURE

The Offer is being made through the Book Building Process. The Offer is of up to [●] Equity Shares for cash at a price of ₹ [●] per Equity Share (including a premium of ₹ [●] per Equity Share) aggregating up to ₹ 6,000.00 million comprising of a Fresh Issue of up to [●] Equity Shares aggregating up to ₹ 4,000.00 million by our Company and an Offer of Sale of up to [●] Equity Shares aggregating up to ₹ 2,000.00 million by the Selling Shareholders. The Offer comprises of a Net Offer of up to [●] Equity Shares and Employee Reservation Portion of up to [●] Equity Shares. The Employee Reservation Portion shall not exceed 5% of our post-Offer paid-up Equity Share capital. The Offer and Net Offer will constitute [●] % and [●] %, respectively, of the post-Offer paid-up Equity Share capital of our Company. The face value of the Equity Shares is ₹ 10 each.

Particulars	Eligible Employees bidding in the Employee Reservation Portion [#]	QIBs ⁽¹⁾	Non-Institutional Investors	Retail Individual Investors
Number of Equity Shares available for Allotment/ allocation* ⁽²⁾	Not more than [●] Equity Shares	Not more than [●] Equity Shares	Not less than [●] Equity Shares available for allocation or Net Offer less allocation to QIB Bidders and Retail Individual Investors	Not less than [●] Equity Shares available for allocation or Net Offer less allocation to QIB Bidders and Non-Institutional Investors
Percentage of Offer Size available for Allotment/ allocation	The Employee Reservation Portion shall constitute up to [●] which shall not exceed 5% of the post-Offer paid-up Equity Share capital of our Company	Not more than 50% of the Net Offer size shall be allocated to QIB Bidders. However, up to 5% of the Net QIB Portion will be available for allocation proportionately to Mutual Funds only. Mutual Funds participating in the Mutual Fund Portion will also be eligible for allocation in the remaining balance QIB Portion. The unsubscribed portion in the Mutual Fund Portion will be added to the Net QIB Portion (excluding the Anchor Investor Portion).	Not less than 15% of the Net Offer, or the Net Offer less allocation to QIB Bidders and Retail Individual Investors.	Not less than 35% of the Net Offer, or the Net Offer less allocation to QIB Bidders and Non-Institutional Investors will be available for allocation.
Basis of Allotment/ allocation if respective category is oversubscribed*	Proportionate; unless the Employee Reservation Portion is undersubscribed, the value of allocation to an Eligible Employee shall not exceed ₹ 200,000. In the event of undersubscription in the Employee Reservation Portion, the unsubscribed portion may be allocated, on a proportionate basis, to Eligible Employees for a value exceeding ₹ 200,000 up to ₹ 500,000 each.	Proportionate as follows (excluding the Anchor Investor Portion): (a) Up to [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds only; and (b) [●] Equity Shares shall be Allotted on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above Up to [●] Equity Shares may be allocated on a discretionary basis to	Proportionate	The 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 details, see "Offer Procedure" beginning on page 324.

		Anchor Investors of which one-third shall be available for allocation to Mutual Funds only, subject to valid Bid received from Mutual Funds at or above the Anchor Investor Allocation Price		
Minimum Bid	[●] Equity Shares and in multiples of [●] Equity Shares thereafter	Such number of Equity Shares in multiples of [●] Equity Shares, that the Bid Amount exceeds ₹ 200,000	Such number of Equity Shares in multiples of [●] Equity Shares, that the Bid Amount exceeds ₹ 200,000	[●] Equity Shares and in multiples of [●] Equity Shares thereafter
Maximum Bid	Such number of Equity Shares and in multiples of [●] Equity Shares so that the maximum Bid Amount by each Eligible Employee in this portion does not exceed ₹ 500,000, less Employee Discount, if any.	Such number of Equity Shares in multiples of [●] Equity Shares not exceeding the size of the Net Offer, subject to applicable limits.	Such number of Equity Shares in multiples of [●] Equity Shares not exceeding the size of the Net Offer (excluding the QIB Portion), subject to limits prescribed under applicable law.	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount does not exceed ₹ 200,000.
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter			
Mode of allotment	Compulsorily in dematerialised form			
Allotment Lot	[●] Equity Shares and in multiples of one Equity Share thereafter			
Trading Lot	One Equity Share			
Who can apply ⁽³⁾	Eligible Employees such that the Bid Amount does not exceed ₹ 500,000.	Public financial institutions (as specified in Section 2(72) of the Companies Act), scheduled commercial banks, Mutual Funds, Eligible FPIs (other than individuals, corporate bodies and family offices), VCFs, AIFs, FVCIs registered with SEBI, multilateral and bilateral development financial institutions, state industrial development corporation, insurance companies registered with IRDAI, provident funds (subject to applicable law) with minimum corpus of ₹ 250 million, pension funds with minimum corpus of ₹ 250 million, National Investment Fund set up by the Government of India, the insurance funds set	Resident Indian individuals, Eligible NRIs, HUFs (in the name of the karta), companies, corporate bodies, scientific institutions societies and trusts, corporate bodies and family offices including FPIs which are individuals, corporate bodies and family offices.	Resident Indian individuals, Eligible NRIs and HUFs (in the name of the karta).

		up and managed by army, navy or air force of the Union of India, insurance funds set up and managed by the Department of Posts, India and Systemically Important Non-Banking Financial Companies.		
Terms of Payment		In case of Anchor Investors: Full Bid Amount shall be payable by the Anchor Investors at the time of submission of their Bids ⁽⁴⁾ In case of all other Bidders: Full Bid Amount shall be blocked by the SCSBs in the bank account of the ASBA Bidder (other than Anchor Investors) or by the Sponsor Bank through the UPI Mechanism, that is specified in the ASBA Form at the time of submission of the ASBA Form.		
Mode of Bidding	ASBA process only.	Only through the ASBA process (except for Anchor Investors).	Only through the ASBA process.	Only through the ASBA process

* Assuming full subscription in the Offer

Eligible Employees Bidding in the Employee Reservation portion could have Bid up to a Bid Amount of ₹ 500,000. However, a Bid by an Eligible Employee in the Employee Reservation Portion will be considered for allocation, in the first instance, for a Bid Amount of up to ₹ 200,000. In the event of under-subscription in the Employee Reservation Portion (post the initial Allocation of up to ₹ 200,000 per Eligible Employee), the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹ 200,000, subject to the maximum value of Allotment made to an Eligible Employee not exceeding ₹500,000. The unsubscribed portion, if any, in the Employee Reservation Portion (after allocation to Eligible Employees with Bid Amounts over ₹ 200,000 upto a maximum of ₹ 500,000, shall be added to the Net Offer. In case of under subscription in the Net Offer, spill-over to the extent of such under-subscription shall be permitted from the Employee Reservation Portion

(1) Our Company and the Selling Shareholders may, in consultation with the BRLMs, allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price. In the event of under-subscription or non-Allotment in the Anchor Investor Portion, the balance Equity Shares in the Anchor Investor Portion shall be added to the Net QIB Portion. For further details, see "Offer Procedure" beginning on page 324.

(2) Subject to valid Bids being received at or above the Offer Price. The Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 45 of the SEBI ICDR Regulations. The Offer is being made through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations, wherein not more than 50% of the Net Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers. Such number of Equity Shares representing 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to QIBs (other than Anchor Investors), including Mutual Funds, subject to valid Bids being received from them at or above the Offer Price. However, if the aggregate demand from Mutual Funds is less than 5% of the Net QIB Portion, the balance Equity Shares available for allocation in the Mutual Fund Portion will be added to the remaining Net QIB Portion for proportionate allocation to all QIBs. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Net 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.

Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in the Non-Institutional Portion or the Retail Portion would be allowed to be met with spill-over from other categories or a combination of categories at the discretion of our Company and the Selling Shareholders, in consultation with the BRLMs and the Designated Stock Exchange, on a proportionate basis. However, under-subscription, if any, in the QIB Portion will not be allowed to be met with spill-over from other categories or a combination of categories. In the event of an under-subscription in the Offer, (i) such number of Equity Shares will first be Allotted by our Company such that 90% of the Fresh Issue portion is subscribed; (ii) upon (i), all the Equity Shares held by the Selling Shareholders and offered for sale in the Offer for Sale will be Allotted (in proportion to the Offered Shares being offered by each Selling Shareholder); and (iii) once Equity Shares have been Allotted as per (i) and (ii) above, such number of Equity Shares will be Allotted by our Company towards the balance 10% of the Fresh Issue portion. For further details, please see "Terms of the Offer" beginning on page 314.

(3) In the event that a Bid is submitted in joint names, the relevant Bidders should ensure that the depository account is also held in the same joint names and the names are in the same sequence in which they appear in the Bid cum Application Form. The Bid cum Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names. The signature of only such First Bidder would be required in the Bid cum Application Form and such First Bidder would be deemed to have signed on behalf of the joint holders. Our Company reserves the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories.

(4) Anchor Investors shall pay the entire Bid Amount at the time of submission of the Anchor Investor Bid, provided that any positive difference between the Anchor Investor Allocation Price and the Offer Price, shall be payable by the Anchor Investor Pay-in Date as mentioned in the CAN.

Employee Discount

Employee Discount, if any, will be offered to Eligible Employees bidding in the Employee Reservation Portion, and, at the time of making a Bid. Eligible Employees bidding in the Employee Reservation Portion at a price within the Price Band can make payment based on Bid Amount net of Employee Discount, at the time of making a Bid. Eligible Employees bidding in the Employee Reservation Portion at the Cut-Off Price have to ensure payment at the Cap Price, less Employee Discount, at the time of making a Bid.

OFFER PROCEDURE

All Bidders should read the General Information Document for Investing in Public Offers prepared and issued in accordance with the circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars (the “**General Information Document**”) which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the SCRA, the SCRR and the SEBI ICDR Regulations. The General Information Document is available on the websites of the Stock Exchanges and the BRLMs. Please refer to the relevant provisions of the General Information Document which are applicable to the Offer, especially in relation to the process for Bids by RIBs through the UPI Mechanism. The investors should note that the details and process provided in the General Information Document should be read along with this section.

All Bidders may refer to the General Information Document for information in relation to (i) category of investors eligible to participate in the Offer; (ii) maximum and minimum Bid size; (iii) price discovery and allocation; (iv) payment instructions for ASBA Bidders; (v) issuance of Confirmation of Allocation Note (“CAN”) and Allotment in the Offer; (vi) general instructions (limited to instructions for completing the Bid cum Application Form); (vii) designated date; (viii) disposal of applications; (ix) submission of Bid cum Application Form; (x) other instructions (limited to joint bids in cases of individual, multiple bids and instances when an application would be rejected on technical grounds); (xi) applicable provisions of Companies Act relating to punishment for fictitious applications; (xii) mode of making refunds; and (xiii) interest in case of delay in Allotment or refund.

SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 read with its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019 has introduced an alternate payment mechanism using Unified Payments Interface (“UPI”) and consequent reduction in timelines for listing in a phased manner. UPI has been introduced in a phased manner as a payment mechanism in addition to ASBA for applications by Retail Individual Investors through intermediaries from January 1, 2019. The UPI Mechanism for Retail Individual Investors applying through Designated Intermediaries, in phase I, was effective along with the prior process and existing timeline of T+6 days (“UPI Phase I”), until June 30, 2019.

With effect from July 1, 2019, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, read with circular bearing number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 with respect to Bids by Retail Individual Investors through Designated Intermediaries (other than SCSBs), the existing process of physical movement of forms from Designated Intermediaries to SCSBs for blocking of funds has been discontinued and RIIs submitting their ASBA Forms through Designated Intermediaries (other than SCSBs) can only use UPI Mechanism with existing timeline of T+6 days was mandated for a period of three months or launch of five main board public issues, whichever is later (“UPI Phase II”). However, given the prevailing uncertainty due to the COVID-19 pandemic SEBI vide its circular (SEBI/HO/CFD/DIL2/CIR/P/2020/50) dated March 30, 2020 has decided to continue with UPI Phase II till further notice. The final reduced timeline will be made effective using the UPI Mechanism for applications by Retail Individual Investors (“UPI Phase III”), as may be prescribed by SEBI. The Offer will be undertaken pursuant to process and procedures under UPI Phase II, subject to any circulars, clarification or notification issued by the SEBI from time to time.

Further, our Company, the Selling Shareholders and the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section and the General Information Document and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids are submitted in accordance with applicable laws and do not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or as specified in the Red Herring Prospectus and the Prospectus.

Our Company, Selling Shareholders and the Syndicate are not liable for any adverse occurrences consequent to the implementation of the UPI Mechanism for application in this Offer.

Book Building Procedure

The Offer is being made in terms of Rule 19(2)(b) of the SCRR through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein not more than 50% of the Net Offer shall be available

for allocation to QIBs on a proportionate basis, provided that our Company and the Selling Shareholders in consultation with the BRLMs may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations, of which one-third shall be reserved for domestic Mutual Funds, subject to valid Bids being received from them at or above the Anchor Investor Allocation Price. Further, in the event of under-subscription, or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added back to the Net QIB Portion. 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Offer Price. Further, not less than 15% of the Net Offer shall be available for allocation on a proportionate basis to Non-Institutional Investors and not less than 35% of the Net 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. Further, up to [●] Equity Shares, aggregating to ₹ [●] million shall be made available for allocation on a proportionate basis only to Eligible Employees Bidding in the Employee Reservation Portion, subject to valid Bids being received at or above the Offer Price, if any.

Under-subscription, if any, in any category except in 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 receipt of valid Bids received at or above the Offer Price. Under-subscription, if any, in the QIB Portion, would not be allowed to be met with spill-over from any other category or a combination of categories. Further, in the event of an under-subscription in the Employee Reservation Portion, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹ 200,000, subject to the total Allotment to an Eligible Employee not exceeding ₹ 500,000. The unsubscribed portion, if any, in the Employee Reservation Portion shall be added to the Net Offer.

The Equity Shares, on Allotment, shall be traded only in the dematerialized segment of the Stock Exchanges.

Bidders should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialized form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including the DP ID and the Client ID and the PAN and UPI ID (for Retail Individual Investors Bidding through the UPI Mechanism), shall be treated as incomplete and will be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form. However, they may get the Equity Shares rematerialised subsequent to Allotment of the Equity Shares in the Offer, subject to applicable laws.

Phased implementation of UPI

SEBI has issued UPI Circulars in relation to streamlining the process of public issue of equity shares and convertibles by introducing an alternate payment mechanism using UPI. Pursuant to the UPI Circulars, UPI has been introduced in a phased manner as a payment mechanism (in addition to mechanism of blocking funds in the account maintained with SCSBs under the ASBA) for applications by RIBs through intermediaries with the objective to reduce the time duration from public issue closure to listing from six Working Days to up to three Working Days. Considering the time required for making necessary changes to the systems and to ensure complete and smooth transition to the UPI payment mechanism, the UPI Circulars have introduced and implemented the UPI payment mechanism in three phases in the following manner:

- a) Phase I: This phase was applicable from January 1, 2019 until March 31, 2019 or floating of five main board public issues, whichever was later. Subsequently, the timeline for implementation of Phase I was extended until June 30, 2019. Under this phase, a RII also had the option to submit the ASBA Form with any of the Designated intermediary and use his / her UPI ID for the purpose of blocking of funds. The time duration from public issue closure to listing would continue to be six Working Days.
- b) Phase II: This phase has become applicable from July 1, 2019 and was to initially continue for a period of three months or floating of five main board public issues, whichever is later. SEBI vide its circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 has decided to extend the timeline for implementation of UPI Phase II until March 31, 2020. Subsequently, SEBI vide its circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020 extended the timeline for implementation of

UPI Phase II till further notice. Under this phase, submission of the physical ASBA Form by a RII through Designated Intermediaries (other than SCSBs) to SCSBs for blocking of funds will be discontinued and is replaced by the UPI payment mechanism. However, the time duration from public issue closure to listing continues to be six Working Days during this phase.

- c) Phase III: The commencement period of Phase III is yet to be notified. In this phase, the time duration from public issue closure to listing would be reduced to be three Working Days. Accordingly, upon commencement of Phase III, the reduced time duration shall be applicable for the Offer.

The Offer will be made under UPI Phase II of the UPI Circular, unless UPI Phase III of the UPI Circular becomes effective and applicable on or prior to the Bid/Offer Opening Date. If the Offer is made under UPI Phase III of the UPI Circular, the same will be advertised in all editions of English national daily newspaper, [●], all editions of Hindi national daily newspaper, [●], and Mumbai editions of the Marathi daily newspaper [●] (Marathi being the regional language of Maharashtra, where our Registered Office is located) each with wide circulation, on or prior to the Bid/Offer Opening Date and such advertisement shall also be made available to the Stock Exchanges for the purpose of uploading on their websites.

All SCSBs offering facility of making application in public issues shall also provide facility to make application using UPI. The issuers will be required to appoint one of the SCSBs as a sponsor bank to act as a conduit between the Stock Exchanges and NPCI in order to facilitate collection of requests and / or payment instructions of the RIIs using the UPI.

For further details, refer to the General Information Document available on the websites of the Stock Exchanges and the Book Running Lead Managers.

Bid cum Application Form

Copies of the Bid cum Application Form (other than for Anchor Investors) and the abridged prospectus will be available with the Designated Intermediaries at relevant Bidding Centers and at our Registered Office and at our Corporate Office. An electronic copy of the ASBA Form will also be available for download on the websites of NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to the Bid/Offer Opening Date.

For Anchor Investors, the Bid cum Application Forms will be available at the offices of the BRLMs.

All Bidders (other than Anchor Investors) must compulsorily use the ASBA process to participate in the Offer. The RIBs can additionally Bid through the UPI Mechanism. Anchor Investors are not permitted to participate in this Offer through the ASBA process.

Bidders (other than Anchor Investors and Retail Individual Investors Bidding using the UPI Mechanism) 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 details are liable to be rejected. Applications made by the RIBs using third party bank account or using third party linked bank account UPI ID are liable for rejection.

The Sponsor Bank shall provide details of the UPI linked bank account of the Bidders to the Registrar to the Offer for purpose of reconciliation. Retail Individual Investors submitting their Bid cum Application Form to any Designated Intermediary (other than SCSBs) shall be required to Bid using the UPI Mechanism and must provide the UPI ID in the relevant space provided in the Bid cum Application Form. Bids submitted by Retail Individual Investors with any Designated Intermediary (other than SCSBs) without mentioning the UPI ID are liable to be rejected. Retail Individual Investors Bidding using the UPI Mechanism may also apply through the SCSBs and mobile applications using the UPI handles as provided on the website of SEBI.

Further, ASBA Bidders shall ensure that the Bids are submitted at the Bidding Centres only on ASBA Forms bearing the stamp of a Designated Intermediary (except in case of electronic ASBA Forms) and ASBA Forms not bearing such specified stamp maybe liable for rejection. RIIs using UPI Mechanism, may submit their ASBA Forms with the Syndicate, Sub-Syndicate members, Registered Brokers, RTAs or CDPs. RIIs authorising an SCSB to

block the Bid Amount in the ASBA Account may submit their ASBA Forms with the SCSBs. Bidders, using the ASBA process to participate in the Offer, must ensure that the ASBA Account has sufficient credit balance such that an amount equivalent to the full Bid Amount can be blocked the SCSB or by Sponsor Bank under the UPI Mechanism, as applicable at the time of submitting the Bid therein.

The prescribed colour of the Bid cum Application Forms for various categories is as follows:

Category	Colour of Bid cum Application Form*
Resident Indians including resident QIBs, Non-Institutional Investors, Retail Individual Investors and Eligible NRIs applying on a non-repatriation basis	White
Non-Residents including Eligible NRIs applying on a repatriation basis, FVCIs and registered bilateral and multilateral institutions	Blue
Anchor Investors	White
Eligible Employees Bidding in the Employee Reservation Portion	Pink

* Excluding electronic Bid cum Application Forms

Notes:

(1) Electronic Bid cum Application forms will also be available for download on the website of NSE (www.nseindia.com) and BSE (www.bseindia.com).

(2) Bid cum Application Forms for Anchor Investors will be made available at the offices of the BRLMs.

In case of ASBA Forms, the relevant Designated Intermediaries shall upload the relevant Bid details in the electronic bidding system of the Stock Exchanges. Designated Intermediaries (other than SCSBs) shall submit/deliver the ASBA Forms (except Bid cum Application Forms submitted by Retail Individual Investors Bidding using the UPI Mechanism) to the respective SCSB, where the Bidder has an ASBA bank account and shall not submit it to any non-SCSB bank or any Escrow Collection Bank(s). Stock Exchanges shall validate the electronic bids with the records of the CDP for DP ID/Client ID and PAN, on a real time basis and bring inconsistencies to the notice of the relevant Designated Intermediaries, for rectification and re-submission within the time specified by Stock Exchanges. Stock Exchanges shall allow modification of either DP ID/Client ID or PAN ID, bank code and location code in the Bid details already uploaded.

For Retail Individual Investors using the UPI Mechanism, the Stock Exchanges shall share the Bid details (including UPI ID) with the Sponsor Bank on a continuous basis through API integration to enable the Sponsor Bank to initiate a UPI Mandate Request to such Retail Individual Investors for blocking of funds. The Sponsor Bank shall initiate request for blocking of funds through NPCI to RIIs, who shall accept the UPI Mandate Request for blocking of funds on their respective mobile applications associated with UPI ID linked bank account. The NPCI shall maintain an audit trail for every Bid entered in the Stock Exchanges bidding platform, and the liability to compensate RIIs (Bidding through UPI Mechanism) in case of failed transactions shall be with the concerned entity (i.e. the Sponsor Bank, NPCI or the issuer bank) at whose end the lifecycle of the transaction has come to a halt. The NPCI shall share the audit trail of all disputed transactions/ investor complaints to the Sponsor Bank and the issuer bank. The Sponsor Bank and the Bankers to the Offer shall provide the audit trail to the BRLMs for analysing the same and fixing liability.

The Sponsor Bank will undertake a reconciliation of Bid responses received from Stock Exchanges and sent to NPCI and will also ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description, if any. Further, the Sponsor Bank will undertake reconciliation of all Bid requests and responses throughout their lifecycle on daily basis and share reports with the BRLMs in the format and within the timelines as specified under the UPI Circulars. Sponsor Bank and issuer banks shall download UPI settlement files and raw data files from the NPCI portal after every settlement cycle and do a three way reconciliation with Banks UPI switch data, CBS data and UPI raw data. NPCI is to coordinate with issuer banks and Sponsor Banks on a continuous basis.

Who can Bid?

In addition to the category of Bidders set forth in the General Information Document, the following persons are also eligible to invest in the Equity Shares under all applicable laws, regulations and guidelines:

- FPIs other than individuals, corporate bodies and family offices
- Individuals, corporate bodies and family offices categorised as Category II FPIs and registered with SEBI
- Scientific and/or industrial research organisations in India, which are authorised to invest in equity shares; and

Any other person eligible to Bid in this Offer, under the laws, rules, regulations, guidelines and polices applicable to them.

Participation by Promoters, Promoter Group, the BRLMs, associates and affiliates of the BRLMs and the Syndicate Members and the persons related to Promoters, Promoter Group, BRLMs and the Syndicate Members

The BRLMs and the Syndicate Members shall not be allowed to purchase the Equity Shares in any manner, except towards fulfilling their underwriting obligations. However, the respective associates and affiliates of the BRLMs and the Syndicate Members may purchase Equity Shares in the Offer, either in the QIB Portion or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. All categories of investors, including respective associates or affiliates of the BRLMs and Syndicate Members, shall be treated equally for the purpose of allocation to be made on a proportionate basis.

Except for (i) Mutual Funds sponsored by entities which are associate of the BRLMs, (ii) AIFs sponsored by entities which are associate of the BRLMs, or (iii) FPIs (other than individuals, corporate bodies and family offices) sponsored by entities which are associates of the BRLMs or (iv) insurance companies promoted by entities which are associates of the BRLMs, no BRLMs or its respective associates can apply in the Offer under the Anchor Investor Portion.

Further, an Anchor Investor shall be deemed to be an “associate of the BRLMs” if: (i) either of them controls, directly or indirectly through its subsidiary or holding company, not less than 15% of the voting rights in the other; or (ii) either of them, directly or indirectly, by itself or in combination with other persons, exercises control over the other; or (iii) there is a common director, excluding nominee director, amongst the Anchor Investors and the BRLMs.

Further, the Selling Shareholders, Promoters and members of the Promoter Group shall not participate in the Offer, except to the extent of Offered Shares. Furthermore, persons related to the Promoters and the Promoter Group shall not apply in the Offer under the Anchor Investor Portion. It is clarified that a qualified institutional buyer who has rights under a shareholders’ agreement or voting agreement entered into with any of the Promoters or members of the Promoter Group of our Company, veto rights or a right to appoint any nominee director on our Board, shall be deemed to be a person related to the Promoters or Promoter Group of our Company.

Bids by Mutual Funds

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged with the Bid cum Application Form. Failing this, the Company and the Selling Shareholders in consultation with BRLMs reserve the right to reject any Bid without assigning any reason thereof. Bids made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Bids are made.

In case of a Mutual Fund, a separate Bid may be made in respect of each scheme of a Mutual Fund registered with the SEBI and such Bids in respect of more than one scheme of a Mutual Fund will not be treated as multiple Bids, provided that such Bids clearly indicate the scheme for which the Bid is submitted.

No Mutual Fund scheme shall invest more than 10% of its net asset value in equity shares or equity related instruments of any single company provided that the limit of 10% shall not be applicable for investments in case of index funds or sector or industry specific scheme. No Mutual Fund under all its schemes should own more than 10% of any company’s paid-up share capital carrying voting rights.

Bids by Eligible NRIs

Eligible NRIs may obtain copies of Bid cum Application Form from the offices of the Designated Intermediaries. Only Bids accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs Bidding on a repatriation basis should authorise their SCSBs or confirm or accept the UPI Mandate Request (in case of Retail Individual Investors Bidding through the UPI Mechanism) to block their Non-Resident External Accounts (“**NRE Account**”), or Foreign Currency Non-Resident Accounts (“**FCNR Account**”), and Eligible NRIs bidding on a non-repatriation basis should authorise their SCSBs or confirm or accept the UPI Mandate Request (in case of Retail Individual Investors Bidding through the UPI Mechanism) to block their Non-Resident Ordinary (“**NRO**”) accounts for the full Bid amount, at the time of submission of the Bid cum Application Form. Participation of Eligible NRIs in the Offer shall be subject to the FEMA Rules. NRIs applying in the Offer through the UPI Mechanism are advised to enquire with the relevant bank, whether their account is UPI linked, prior to submitting a Bid cum Application Form.

Eligible NRIs Bidding on a repatriation basis are advised to use the Bid cum Application Form meant for Non-Residents ([●] in colour).

Eligible NRIs Bidding on non-repatriation basis are advised to use the Bid cum Application Form for residents ([●] in colour).

For details of restrictions on investment by NRIs, see “*Restrictions on Foreign Ownership of Indian Securities*” on page 343.

Bids by HUFs

Bids by Hindu Undivided Families or HUFs, should be made in the individual name of the Karta. The Bidder should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form/Application Form as follows: “Name of sole or First Bidder: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the Karta”. Bids by HUFs will be considered at par with Bids from individuals.

Bids by FPIs

In terms of applicable FEMA Rules and the SEBI FPI Regulations, investments by FPIs in the Equity Shares is subject to certain limits, *i.e.*, the individual holding of an FPI or an investor group (which means multiple entities registered as foreign portfolio investors and directly or indirectly, having common ownership of more than 50% or common control) shall be below 10% of our post-Offer Equity Share capital on a fully diluted basis. In case the total holding of each FPI or investor group increases beyond 10% of the total paid-up Equity Share capital of our Company, on a fully diluted basis, the total investment made by the FPI or investor group will be re-classified as FDI subject to the conditions as specified by SEBI and the RBI in this regard and our Company and the investor will be required to comply with applicable reporting requirements. Further, the total holdings of all FPIs put together, with effect from April 1, 2020, can be up to the sectoral cap applicable to the sector in which our Company operates (*i.e.*, up to 100%). In terms of the FEMA Rules, for calculating the aggregate holding of FPIs in a company, holding of all registered FPIs shall be included.

In case of Bids made by FPIs, a certified copy of the certificate of registration issued under the SEBI FPI Regulations is required to be attached to the Bid cum Application Form, failing which our Company and the Selling Shareholders in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason. FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for Non-Residents ([●] in colour).

To ensure compliance with the above requirement, SEBI, pursuant to its circular dated July 13, 2018, has directed that at the time of finalisation of the Basis of Allotment, the Registrar shall (i) use the PAN issued by the Income Tax Department of India for checking compliance for a single FPI; and (ii) obtain validation from Depositories for the FPIs who have invested in the Offer to ensure there is no breach of the investment limit, within the timelines for issue procedure, as prescribed by SEBI from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of

Regulation 21 of the SEBI FPI Regulations, an FPI is permitted to issue, subscribe to, or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by a FPI against securities held by it in India, as its underlying), directly or indirectly, only if it complies with the following conditions

- (a) such offshore derivative instruments are issued only by persons registered as Category I FPIs;
- (b) such offshore derivative instruments are issued only to persons eligible for registration as Category I FPIs;
- (c) such offshore derivative instruments are issued after compliance with the 'know your client' norms as specified by SEBI; and
- (d) such other conditions as may be specified by SEBI from time to time.

An FPI is required to ensure that the transfer of an offshore derivative instruments issued by or on behalf of it, is subject to (a) the transfer being made to persons which fulfil the criteria provided under Regulation 21(1) of the SEBI FPI Regulations (as mentioned above from points (a) to (d)); and (b) prior consent of the FPI is obtained for such transfer, except in cases, where the persons to whom the offshore derivative instruments are to be transferred, are pre-approved by the FPI.

Bids by following FPIs, submitted with the same PAN but with different beneficiary account numbers, Client IDs and DP IDs shall not be treated as multiple Bids:

- FPIs which utilise the multi investment manager structure;
- Offshore derivative instruments which have obtained separate FPI registration for ODI and proprietary derivative investments;
- Sub funds or separate class of investors with segregated portfolio who obtain separate FPI registration;
- FPI registrations granted at investment strategy level/sub fund level where a collective investment scheme or fund has multiple investment strategies/sub-funds with identifiable differences and managed by a single investment manager.
- Multiple branches in different jurisdictions of foreign bank registered as FPIs;
- Government and Government related investors registered as Category 1 FPIs; and
- Entities registered as collective investment scheme having multiple share classes.

The Bids belonging to any of the above mentioned seven structures and having same PAN may be collated and identified as a single Bid in the Bidding process. The Equity Shares allotted in the Bid may be proportionately distributed to the applicant FPIs (with same PAN).

In order to ensure valid Bids, FPIs making multiple Bids using the same PAN, and with different beneficiary account numbers, Client IDs and DP IDs, are required to provide a confirmation along with each of their Bid cum Application Forms that the relevant FPIs making multiple Bids utilize any of the above-mentioned structures and indicate the name of their respective investment managers in such confirmation. In the absence of such compliance from the relevant FPIs, such multiple Bids shall be rejected.

The FPIs who wish to participate in the Offer are advised to use the Bid cum Application Form for non-residents. Participation of FPIs in the Offer shall be subject to the FEMA Rules.

Bids by SEBI registered Alternative Investment Funds, Venture Capital Funds and Foreign Venture Capital Investors

The Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as amended (the "SEBI AIF Regulations") prescribe, amongst others, the investment restrictions on AIFs. Post the repeal of the

Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996, venture capital funds which have not re-registered as AIFs under the SEBI AIF Regulations shall continue to be regulated by the Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996 until the existing fund or scheme managed by the fund is wound up and such fund shall not launch any new scheme after the notification of the SEBI AIF Regulations. The Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000, as amended (“**SEBI FVCI Regulations**”) prescribe the investment restrictions on FVCIs.

The category I and II AIFs cannot invest more than 25% of their investible funds in one investee company. A category III AIF cannot invest more than 10% of its investible funds in one investee company. A VCF registered as a category I AIF, cannot invest more than one-third of its investible funds, including by way of subscription to an initial public offering of a venture capital undertaking. A VCF and FVCI can invest only up to 33.33% of its investible funds, in various prescribed instruments, including in public offering.

Participation of AIFs, VCFs and FVCIs shall be subject to the FEMA Rules.

All non-resident investors should note that refunds (in case of Anchor Investors), dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and commission.

Our Company, the Selling Shareholders or the BRLMs will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

Bids by limited liability partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid cum Application Form. Failing this, our Company and the Selling Shareholders in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof.

Bids by banking companies

In case of Bids made by banking companies registered with RBI, certified copies of: (i) the certificate of registration issued by RBI, and (ii) the approval of such banking company’s investment committee is required to be attached to the Bid cum Application Form, failing which our Company and the Selling Shareholders in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof, subject to applicable law.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended (the “**Banking Regulation Act**”), and Master Direction – Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended is 10% of the paid-up share capital of the investee company, not being its subsidiary engaged in non-financial services, or 10% of the bank’s own paid-up share capital and reserves, as per the last audited balance sheet or a subsequent balance sheet, whichever is less. Further, the aggregate investment by a banking company in subsidiaries and other entities engaged in financial services company cannot exceed 20% of the investee company’s paid-up share capital and reserves. A banking company would be permitted to invest in excess of 10% but not exceeding 30% of the paid-up share capital of such investee company if: (a) the investee company is engaged in non-financial activities in which banking companies are permitted to engage under the Banking Regulation Act or (b) the additional acquisition is through restructuring of debt/corporate debt restructuring/strategic debt restructuring, or to protect the bank’s interest on loans/investments made to a company, provided that the bank is required to submit a time-bound action plan for disposal of such shares (in this sub-clause (b)) within a specified period to the RBI. A banking company would require a prior approval of the RBI to make (i) investment in excess of 30% of the paid-up share capital of the investee company, (ii) investment in a subsidiary and a financial services company that is not a subsidiary (with certain exceptions prescribed), and (iii) investment in a non-financial services company in excess of 10% of such investee company’s paid-up share capital as stated in the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016, as amended.

Bids by Eligible Employees

Bids under Employee Reservation Portion by Eligible Employees shall be:

- (a) Made only in the prescribed Bid cum Application Form or Revision Form (i.e. Pink colour form).
- (b) The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter so as to ensure that the Bid Amount payable by the Eligible Employee does not exceed ₹500,000. However, a Bid by an Eligible Employee in the Employee Reservation Portion will be considered for allocation, in the first instance, for a Bid amounting up to ₹200,000 (which will be less Employee Discount). In the event of any under-subscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees, who have bid in excess of ₹200,000, provided however that the maximum Bid in this category by an Eligible Employee cannot exceed ₹500,000 (which will be less Employee Discount). Subsequent undersubscription, if any, in the Employee Reservation Portion shall be added back to the Net Offer.
- (c) Eligible Employees should mention their employee number at the relevant place in the Bid cum Application Form.
- (d) Only Eligible Employees (as defined in this Draft Red Herring Prospectus) would be eligible to apply in this Offer under the Employee Reservation Portion and the Bidder.
- (e) Bids by Eligible Employees in the Employee Reservation Portion and in the Net Offer portion shall not be treated as multiple Bids. Our Company reserves the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories.
- (f) Only those Bids, which are received at or above the Offer Price net of Employee Discount, if any, would be considered for Allotment under this category.
- (g) Eligible Employees can apply at Cut-off Price.
- (h) In case of joint bids, the First Bidder shall be an Eligible Employee.
- (i) If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Offer Price, full allocation shall be made to the Eligible Employees to the extent of their demand.
- (j) Eligible Employees bidding in the Employee Reservation Portion shall not Bid through the UPI mechanism.

In case of under-subscription in the Net Offer, spill over to the extent of under-subscription shall be permitted from the Employee Reservation Portion subject to the Net Offer constituting 10% of the post- Offer share capital of our Company. If the aggregate demand in this category is greater than [●] Equity Shares at or above the Offer Price, the allocation shall be made on a proportionate basis.

Bids by SCSBs

SCSBs participating in the Offer are required to comply with the terms of the circulars nos. CIR/CFD/DIL/12/2012 and CIR/CFD/DIL/1/2013 dated September 13, 2012 and January 2, 2013 issued by SEBI. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for such Bids.

Bids by insurance companies

In case of Bids made by insurance companies registered with the IRDAI, a certified copy of certificate of registration issued by IRDAI must be attached to the Bid cum Application Form. Failing this, the Company and the Selling Shareholders in consultation with BRLMs, reserve the right to reject any Bid without assigning any reason thereof. The exposure norms for insurers are prescribed under Regulation 9 of the Insurance Regulatory and Development Authority of India (Investment) Regulations, 2016 (“**IRDA Investment Regulations**”), and are based on investments in the equity shares of a company, the entire group of the investee company and the industry sector in which the investee company operates. Bidders are advised to refer to the IRDA Investment Regulations for

specific investment limits applicable to them.

Bids by Systemically Important Non-Banking Financial Companies

In case of Bids made by NBFC-SI, a certified copy of the certificate of registration issued by the RBI, a certified copy of its last audited financial statements on a standalone basis and a net worth certificate from its statutory auditor(s), must be attached to the Bid-cum Application Form, along with other approvals as may be required by the Systemically Important NBFCs. Failing this, our Company and the Selling Shareholders, in consultation with BRLMs, reserve the right to reject any Bid, without assigning any reason thereof. NBFC-SI participating in the Offer shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney by limited companies, corporate bodies, registered societies, eligible FPIs, AIFs, Mutual Funds, insurance companies, NBFC-SI, insurance funds set up by the army, navy or air force of the India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹ 250 million (subject to applicable laws) and pension funds with a minimum corpus of ₹ 250 million, in each case, subject to applicable laws 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 must be lodged along with the Bid cum Application Form. Failing this, our Company and the Selling Shareholders reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason thereof.

Our Company and Selling Shareholders in consultation with the BRLMs, in their absolute discretion, reserve the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that our Company and Selling Shareholders in consultation with the BRLMs, may deem fit, without assigning any reasons thereof.

Bids by provident funds/pension funds

In case of Bids made by provident funds/pension funds, subject to applicable laws, with minimum corpus of ₹ 250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/pension fund must be attached to the Bid cum Application Form. Failing this, our Company and the Selling Shareholders, in consultation with BRLMs reserve the right to reject any Bid, without assigning any reason thereof.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the members of the Syndicate are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of the Red Herring Prospectus, when filed. Bidders are advised to make their independent investigations and ensure that any single Bid from them does not exceed the applicable investment limits or maximum number of the Equity Shares that can be held by them under applicable laws or regulation and as specified in the Red Herring Prospectus, when filed.

In accordance with RBI regulations, OCBs cannot participate in the Offer.

Information for Bidders

The relevant Designated Intermediary will enter each Bid option into the electronic Bidding system as a separate Bid and generate an acknowledgement slip (“**Acknowledgement Slip**”), for each price and demand option and give the same to the Bidder. The relevant Designated Intermediary will enter a maximum of three Bids at different price levels opted in the Bid cum Application Form and such options are not considered as multiple Bids. It is the Bidder’s responsibility to obtain the acknowledgment slip from the relevant Designated Intermediary. The registration of the Bid by the Designated Intermediary does not guarantee that the Equity Shares shall be allocated / Allotted. Such Acknowledgement Slip will be non-negotiable and by itself will not create any obligation of any kind. When a Bidder revises his or her Bid, he /she shall surrender the earlier Acknowledgement Slip and may request for a revised acknowledgment slip from the relevant Designated Intermediary as proof of his or her having revised the previous Bid.

In relation to electronic registration of Bids, the permission given by the Stock Exchanges to use their network and software of the electronic bidding system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company and/or the BRLMs are cleared or approved by the Stock Exchanges; nor does it in any manner warrant, certify or endorse the correctness or completeness of compliance with the statutory and other requirements, nor does it take any responsibility for the financial or other soundness of our Company, the management or any scheme or project of our Company; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of the Draft Red Herring Prospectus or this Draft Red Herring Prospectus; nor does it warrant that the Equity Shares will be listed or will continue to be listed on the Stock Exchanges.

In the event of an upward revision in the Price Band, RIIs who had Bid at Cut-off Price could either (i) revise their Bid or (ii) shall make additional payment based on the cap of the revised Price Band (such that the total amount i.e. original Bid Amount plus additional payment does not exceed ₹ 200,000 with respect to RIIs if the Bidder wants to continue to Bid at Cut-off Price). The revised Bids must be submitted to the same Designated Intermediary to whom the original Bid was submitted. If the total amount (i.e. the original Bid Amount plus additional payment) exceeds ₹ 200,000 with respect to RIIs, the Bid will be considered for allocation under the Non-Institutional Portion. If, however, the Retail Individual Investor does not either revise the Bid or make additional payment and the Offer Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the Retail Individual Investor and the Retail Individual Investor is deemed to have approved such revised Bid at Cut-off Price.

In the event of a downward revision in the Price Band, Retail Individual Investor who have bid at Cut-off Price may revise their Bid; otherwise, the excess amount paid at the time of Bidding would be unblocked after Allotment is finalised.

Any revision of the Bid shall be accompanied by instructions to block the incremental amount, if any, to be paid on account of the upward revision of the Bid.

Pre-Offer Advertisement

Subject to Section 30 of the Companies Act, our Company will, after filing the Red Herring Prospectus with the RoC, publish a pre-Offer advertisement, in the form prescribed by the SEBI ICDR Regulations, in all editions of [●], an English national daily newspaper, all editions of [●], a Hindi national daily newspaper, and Mumbai editions of [●], a Marathi daily newspaper (Marathi being the regional language of Maharashtra, where our Registered is located). Our Company shall, in the pre-Offer advertisement state the Bid/Offer Opening Date, the Bid/Offer Closing Date and the QIB Bid/Offer Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, shall be in the format prescribed in Part A of Schedule X of the SEBI ICDR Regulations.

Allotment Advertisement

Our Company, the BRLMs and the Registrar shall publish an advertisement in relation to Allotment before commencement of trading, disclosing the date of commencement of trading of the Equity Shares, in all editions of [●], an English national daily newspaper, all editions of [●], a Hindi national daily newspaper and Mumbai editions of [●], a Marathi daily newspaper, Marathi being the regional language of Maharashtra, where our Registered and Corporate Office is located, each with wide circulation.

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 determination of the Offer Price. After signing the Underwriting Agreement, the Company will file the Prospectus with the RoC, in accordance with applicable laws. The Prospectus would have details of the Offer Price, Anchor Investor Offer Price, Offer size and underwriting arrangements and would be complete in all material respects.

General Instructions

Please note that QIBs and Non-Institutional 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 the Bid/ Offer Closing Date. Anchor Investors are not allowed to withdraw or lower the size of their Bids after the Anchor Investor Bidding Date.

Do's:

1. Check if you are eligible to apply as per the terms of this Draft Red Herring Prospectus, the Red Herring Prospectus and under applicable law, rules, regulations, guidelines and approvals. All Bidders (other than Anchor Investors) should submit their Bids through the ASBA process only;
2. Ensure that you have Bid within the Price Band;
3. Ensure that you have mentioned the correct ASBA Account number (for all Bidders other than Retail Individual Investors Bidding using the UPI Mechanism) in the Bid cum Application Form and such ASBA account belongs to you and no one else. Retail Individual Investors using the UPI Mechanism must mention their correct UPI ID and shall use only his/her own bank account which is linked to such UPI ID;
4. Retail Individual Investors Bidding using the UPI Mechanism shall ensure that the bank, with which they have their bank account, where the funds equivalent to the application amount are available for blocking is UPI 2.0 certified by NPCI before submitting the ASBA Form to any of the Designated Intermediaries;
5. Retail Individual Investors Bidding using the UPI Mechanism shall make Bids only through the SCSBs, mobile applications and UPI handles whose name appears in the list of SCSBs which are live on UPI, as displayed on the SEBI website. An application made using incorrect UPI handle or using a bank account of an SCSB or bank which is not mentioned on the SEBI website is liable to be rejected;
6. Read all the instructions carefully and complete the Bid cum Application Form in the prescribed form;
7. Ensure that the details about the PAN, DP ID, Client ID and UPI ID (where applicable) are correct and the Bidders depository account is active, as Allotment of the Equity Shares will be in dematerialized form only;
8. Ensure that your Bid cum Application Form bearing the stamp of a Designated Intermediary is submitted to the Designated Intermediary at the Bidding Centre within the prescribed time. RIIs using UPI Mechanism, may submit their ASBA Forms with Syndicate, sub-Syndicate Members, Registered Brokers, RTA or CDP;
9. In case of joint Bids, ensure that First Bidder is the ASBA Account holder (or the UPI-linked bank account holder, as the case may be) and the signature of the First Bidder is included in the Bid cum Application Form;
10. All Bidders (other than Anchor Investors) should submit their Bids through the ASBA process only;
11. Ensure that the name(s) given in the Bid cum Application Form is/are exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. 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;
12. 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;
13. 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;

14. Ensure that you submit revised Bids to the same Designated Intermediary, through whom the original Bid was placed and obtain a revised acknowledgment;
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, (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, and (iii) any other category of Bidders, including without limitation, multilateral/bilateral institutions, which may be exempted from specifying their PAN for transacting in the securities market, all Bidders should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the Demographic Details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in “active status”; and (b) in the case of residents of Sikkim, the address as per the Demographic Details evidencing the same. All other applications in which PAN is not mentioned will be rejected;
16. Ensure that the Demographic Details are updated, true and correct in all respects;
17. 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;
18. Ensure that the category and the investor status is indicated in the Bid cum Application Form to ensure proper upload of your Bid in the electronic Bidding system of the Stock Exchanges;
19. Ensure that in case of Bids under power of attorney or by limited companies, corporates, trust etc., relevant documents are submitted;
20. Ensure that Bids submitted by any person outside India should be in compliance with applicable foreign and Indian laws;
21. Retail Individual Investors Bidding using the UPI Mechanism, should ensure that they approve the UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to application amount and subsequent debit of funds in case of Allotment, in a timely manner;
22. Note that in case the DP ID, UPI ID (where applicable), Client ID and the PAN mentioned in their Bid cum Application Form and entered into the online IPO system of the Stock Exchanges by the relevant Designated Intermediary, as the case may be, do not match with the DP ID, UPI ID (where applicable), Client ID and PAN available in the Depository database, then such Bids are liable to be rejected;
23. Ensure that you have correctly signed the authorization /undertaking box in the Bid cum Application Form, or have otherwise provided an authorization to the SCSB or the Sponsor Bank, as applicable via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Bid cum Application Form at the time of submission of the Bid;
24. Retail Individual Investors Bidding using the UPI Mechanism shall ensure that details of the Bid are reviewed and verified by opening the attachment in the UPI Mandate Request and then proceed to authorise the UPI Mandate Request using his/her UPI PIN. Upon the authorization of the mandate using his/her UPI PIN, the Retail Individual Investor shall be deemed to have verified the attachment containing the application details of the Retail Individual Investor Bidding using the UPI Mechanism in the UPI Mandate Request and have agreed to block the entire Bid Amount and authorized the Sponsor Bank to issue a request to block the Bid Amount mentioned in the Bid Cum Application Form in his/her ASBA Account;

25. Retail Individual Investors Bidding using the UPI Mechanism should mention valid UPI ID of only the Bidder (in case of single account) and of the First Bidder (in case of joint account) in the Bid cum Application Form;
26. Retail Individual Investors Bidding using the UPI Mechanism, who have revised their Bids subsequent to making the initial Bid, should also approve the revised UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to the revised Bid Amount in his/her account and subsequent debit of funds in case of allotment in a timely manner;
27. Bids by Eligible NRIs, HUFs for a Bid Amount of less than ₹ 200,000 would be considered under the Retail Portion for the purposes of allocation and Bids for a Bid Amount exceeding ₹ 200,000 would be considered under the Non-Institutional Category for allocation in the Offer; and
28. Ensure that Anchor Investors submit their Bid cum Application Forms only to the BRLMs.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

Don'ts:

1. Do not Bid for lower than the minimum Bid size;
2. Do not Bid/revise Bid Amount to less than the Floor Price or higher than the Cap Price;
3. Do not Bid on another Bid cum Application Form after you have submitted a Bid to a Designated Intermediary;
4. Do not Bid for a Bid Amount exceeding ₹ 200,000 (for Bids by Retail Individual Bidders) and ₹ 500,000 for Bids by Eligible Employees Bidding in the Employee Reservation Portion;
5. Do not pay the Bid Amount in cash, by money order, cheques or demand drafts or by postal order or by stock invest;
6. Do not send Bid cum Application Forms by post, instead submit the same to the Designated Intermediary only;
7. Anchor Investors should not Bid through the ASBA process;
8. Do not submit the ASBA Forms to any non-SCSB bank or to our Company or at a location other than the Bidding Centers;
9. Do not submit the ASBA Forms to any Designated Intermediary that is not authorised to collect the relevant ASBA Forms or to our Company;
10. Do not Bid on a physical Bid cum Application Form that does not have the stamp of the relevant Designated Intermediary;
11. Do not Bid at Cut-off Price (for Bids by QIBs and Non-Institutional Investors);
12. Do not fill up the Bid cum Application Form such that the Equity Shares Bid for exceeds the Offer/Issue size and/ or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations or under the terms of the Red Herring Prospectus;
13. Do not submit your Bid after 3.00 pm on the Bid/Offer Closing Date;

14. If you are a QIB, do not submit your Bid after 3.00 p.m. on the QIB Bid/Offer Closing Date;
15. Do not instruct your respective banks to release the funds blocked in the ASBA Account under the ASBA process;
16. If you are a RII and are using UPI mechanism, do not submit more than one Bid cum Application Form for each UPI ID
17. Do not submit the General Index Register (GIR) number instead of the PAN;
18. Do not submit incorrect details of the DP ID, Client ID, PAN and UPI ID (where applicable) or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Offer;
19. Do not submit the Bid without ensuring that funds equivalent to the entire Bid Amount are available for blocking in the relevant ASBA Account or in the case of Retail Individual Investors Bidding using the UPI Mechanism, in the UPI-linked bank account where funds for making the Bid are available;
20. Do not withdraw your Bid or lower the size of your Bid (in terms of quantity of the Equity Shares or the Bid Amount) at any stage, if you are a QIB or a Non-Institutional Investor. Retail Individual Investors and Eligible Employees Bidding in the Employee Reservation Portion can revise or withdraw their Bids until the Bid/Offer Closing Date;
21. Do not submit Bids on plain paper or on incomplete or illegible Bid cum Application Forms or on Bid cum Application Forms in a colour prescribed for another category of Bidder;
22. Do not link the UPI ID with a bank account maintained with a bank that is not UPI 2.0 certified by the NPCI in case of Bids submitted by Retail Individual Investors using the UPI Mechanism;
23. Do not submit a Bid in case you are not eligible to acquire Equity Shares under applicable law or your relevant constitutional documents or otherwise;
24. Do not Bid if you are not competent to contract under the Indian Contract Act, 1872 (other than minors having valid depository accounts as per Demographic Details provided by the depository);
25. Do not submit more than one Bid cum Application Form per ASBA Account. If you are a Retail Individual Investor Bidding using the UPI Mechanism, do not submit Bids through an SCSB and/or mobile application and/or UPI handle that is not listed on the website of SEBI;
26. Do not submit a Bid using UPI ID, if you are not a Retail Individual Investor;
27. Do not submit a Bid cum Application Form with third party UPI ID or using a third party bank account (in case of Bids submitted by Retail Individual Investors using the UPI Mechanism); and
28. Do not Bid if you are an OCB.

The Bid cum Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

In case of any pre-Offer or post Offer related issues regarding demat credit/refund orders/unblocking etc., investors shall reach out to the Company Secretary and Compliance Officer, and the Registrar. For details of the Company Secretary and Compliance Officer and the Registrar, see “*General Information*” on page 61.

Names of entities responsible for finalising the basis of allotment in a fair and proper manner

The authorised employees of the Designated Stock Exchange, along with the BRLMs and the Registrar, shall ensure

that the basis of allotment is finalised in a fair and proper manner in accordance with the procedure specified in SEBI ICDR Regulations.

Method of allotment as may be prescribed by SEBI from time to time

Our Company will not make any Allotment in excess of the Equity Shares offered through the offer document except in case of oversubscription for the purpose of rounding off to make Allotment, in consultation with the Designated Stock Exchange. Further, upon oversubscription, an Allotment of not more than 1% of the Net Offer to public may be made for the purpose of making Allotment in minimum lots.

The allotment of Equity Shares to Bidders other than to the Retail Individual Investors and Anchor Investors shall be on a proportionate basis within the respective investor categories and the number of securities allotted shall be rounded off to the nearest integer, subject to minimum allotment being equal to the minimum application size as determined and disclosed.

The allotment of Equity Shares to each Retail Individual Investor shall not be less than the minimum bid lot, subject to the availability of shares in Retail Individual Investor category, and the remaining available shares, if any, shall be allotted on a proportionate basis. The Allotment of Equity Shares to Anchor Investors shall be on a discretionary basis.

Payment into Escrow Account(s)

Our Company and the Selling Shareholders, in consultation with the BRLMs, in their absolute discretion, will decide the list of Anchor Investors to whom the CAN will be sent, pursuant to which the details of the Equity Shares allocated to them in their respective names will be notified to such Anchor Investors. Anchor Investors are not permitted to Bid in the Offer through the ASBA process. Instead, Anchor Investors should transfer the Bid Amount (through direct credit, RTGS, NACH or NEFT) to the Escrow Accounts. The payment instruments for payment into the Escrow Accounts should be drawn in favour of:

- (i) In case of resident Anchor Investors: “[●]”
- (ii) In case of non-resident Anchor Investors: “[●]”

Anchor Investors should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between our Company, the Selling Shareholders, the Syndicate, the Bankers to the Offer, the Escrow Collection Bank and the Registrar to the Offer to facilitate collections from Anchor Investors.

Depository Arrangements

The Allotment of the Equity Shares in the Offer shall be only in a dematerialised form, (*i.e.*, not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode). In this context, tripartite agreements had been signed among our Company, the respective Depositories and the Registrar to the Offer:

- Tripartite Agreement dated May 11, 2015, among NSDL, our Company and the Registrar to the Offer.
- Tripartite Agreement dated June 6, 2017, among CDSL, our Company and Registrar to the Offer.

Undertakings by our Company

Our Company undertakes the following:

- (i) that the complaints received in respect of the Offer shall be attended to by our Company expeditiously and satisfactorily;
- (ii) that if the Allotment is not made within the prescribed time period under applicable law, the entire subscription amount received will be refunded/unblocked within the time prescribed under applicable law, failing which interest will be due to be paid to the Bidders at the rate prescribed under applicable law for

- the delayed period;
- (iii) that all steps will be taken for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within six Working Days of the Bid/Offer Closing Date or such other time as may be prescribed;
 - (iv) that funds required for making refunds/unblocking 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 SEBI, in the event our Company and/or any of the Selling Shareholders subsequently decides to proceed with the Offer thereafter;
 - (viii) Promoter's contribution, if any, shall be brought in advance before the Bid/ Offer Opening Date;
 - (ix) 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
 - (x) that, except for any Equity Shares resulting out of the allotment of Equity Shares pursuant to the Fresh Issue, there will be , no further issue of 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 are listed or until the Bid monies are refunded to the Anchor Investors, or application moneys are unblocked in the ASBA Accounts on account of non-listing, under-subscription etc, as the case may be.

Undertakings by each of the Selling Shareholders

The Selling Shareholders, severally and not jointly, undertake the following in respect of itself as the Selling Shareholders and its portion of the Offered Shares:

- (i) that its portion of the Offered Shares are free and clear of any pre-emptive rights, liens, mortgage, charges, pledges or encumbrances and are eligible for being offered in the Offer for Sale in terms of Regulation 8 of the SEBI ICDR Regulations 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 clear and marketable title to, its portion of the Offered Shares;
- (iii) that it shall provide all support and reasonable co-operation as requested by our Company and BRLMS to the extent such support and cooperation in relation to its Offered Shares and in relation to the necessary formalities for listing and commencement of trading at the Stock Exchanges, the completion of Allotment and dispatch of the Allotment Advice and CAN, if required, and refund orders (as applicable) to the extent of its portion of the Offered Shares;
- (iv) that they 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;

- (v) that they 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;
- (vi) that they shall transfer their portion of the Offered Shares to an escrow demat account in accordance with the Share Escrow Agreement to be executed between the parties to such Share Escrow Agreement;
- (vii) that each Selling Shareholder confirm that it shall not have recourse to the proceeds of the Offer for Sale of its portion of the Offered Shares which shall be held in escrow in its favour, until final listing and trading approvals have been received from the Stock Exchanges; and
- (viii) that it will provide such reasonable support and extend such reasonable cooperation and assistance as may be required by our Company and the BRLMs acting reasonably, in redressal of such investor grievances that pertain to the Equity Shares being offered pursuant to the Offer and statements specifically made or confirmed by it in relation to itself as a Selling Shareholder.

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 their respective portion of Offered Shares.

Utilisation of Offer Proceeds

Our Board certifies that:

- all monies received out of the Offer shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act; and
- details of all monies utilized out of the Fresh Issue shall be disclosed, and continue to be disclosed till the time any part of the Offer proceeds from the Fresh Issue remains unutilized, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilized, or the form in which unutilised monies have been invested.

Impersonation

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, which is reproduced below:

“Any person who—

- (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
- (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name*

shall be liable for action under Section 447.”

The liability prescribed under Section 447 of the Companies Act, for fraud involving an amount of at least ₹ 1 million or 1% of the turnover of the company, whichever is lower, includes imprisonment for a term which shall not be less than six months extending up to 10 years and fine of an amount not less than the amount involved in the fraud, extending up to three times such amount (provided that where the fraud involves public interest, such term shall not be less than three years.) Further, where the fraud involves an amount less than ₹ 1 million or one per cent of the turnover of the company, whichever is lower, and does not involve public interest, any person guilty of such

fraud shall be punishable with imprisonment for a term which may extend to five years or with fine which may extend to ₹ 5 million or with both.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 (“**Industrial Policy**”) of the Government of India, FEMA and FEMA Rules. While the Industrial Policy, prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. Under the Industrial Policy, unless specifically restricted, foreign investment is freely permitted in all sectors of the Indian economy up to any extent and without any prior approvals, but the foreign investor is required to follow certain prescribed procedures for making such investment. The RBI and the concerned ministries/departments are responsible for granting approval for foreign investment.

The Government has from time to time made policy pronouncements on foreign direct investment (“**FDI**”) through press notes and press releases. The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (*earlier known as Department of Industrial Policy and Promotion*) (“**DPIIT**”), issued the Consolidated Foreign Direct Investment Policy notified by the DPIIT File No. 5(2)/2020-FDI Policy dated October 15, 2020 (“**FDI Policy**”), which is in effect from October 15, 2020, which subsumes and supersedes all previous press notes, press releases and clarifications on FDI issued by the DPIIT that were in force and effect prior to October 15, 2020. The FDI Policy will be valid until the DPIIT issues an updated circular. FDI in companies engaged in sectors / activities which are not listed in the FDI Policy is permitted up to 100% of the paid-up share capital of such company under the automatic route, subject to compliance with certain prescribed conditions. For details, see “*Key Regulations and Policies in India*” on page 158.

The transfer of shares between an Indian resident and a non-resident does not require the prior approval of the RBI, provided that (i) the activities of the investee company are under the automatic route under the FDI policy and transfer does not attract the provisions of the Takeover Regulations; (ii) the non - resident shareholding is within the sectoral limits under the FDI policy; and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI/RBI.

As per the existing policy of the Government of India, OCBs cannot participate in this Offer. For details, see “*Offer Procedure*” on page 324.

Further, in accordance with Press Note No. 3 (2020 Series), dated April 17, 2020 issued by the DPIIT and the FEMA Rules, any investment, subscription, purchase or sale of equity instruments by entities of a country which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country, will require prior approval of the Government of India, as prescribed in the FDI Policy and the FEMA Rules. Further, in the event of transfer of ownership of any existing or future foreign direct investment in an entity in India, directly indirectly, resulting in the beneficial ownership falling within the aforesaid restriction/purview, such subsequent change in the beneficial ownership will also require approval of the Government of India. Each Bidder should seek independent legal advice about its ability to participate in the Offer. In the event such prior approval of the Government of India is required, and such approval has been obtained, the Bidder shall intimate our Company and the Registrar in writing about such approval along with a copy thereof within the Offer Period.

The Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act or any other applicable law of the United States and, unless so registered, may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are only being offered and sold (i) within the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the Securities Act and referred to in this Draft Red Herring Prospectus as “U.S. QIBs”) in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act, and (ii) outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur. For the avoidance of doubt, the term “U.S. QIBs” does not refer to a category of institutional investors defined under applicable Indian regulations and referred to in this Draft Red Herring Prospectus as “QIBs”.

The above information is given for the benefit of the Bidders. Our Company, the Selling Shareholders and the BRLMs are not liable for any amendments or modification or changes in applicable laws or regulations,

which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under laws or regulations.

SECTION X - MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

The Articles of Association of the Company comprises two parts, Part A and Part B, which parts shall, unless the context otherwise requires, co-exist with each other. In case of any inconsistency or contradiction, conflict or overlap between Part A and Part B, the provisions of Part A shall, subject to applicable Law, prevail and be applicable. However, Part A shall automatically terminate and cease to have any force and effect from the date of listing and trading of the Equity Shares on a recognized stock exchange in India (being on or prior to July 31, 2021) pursuant to an initial public offering of the Equity Shares of the Company, without any further corporate action by the Company or by the shareholders and Part B shall continue to be in effect.

PART A

TABLE 'F' EXCLUDED

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|----|-----|--|--|
| 1. | (1) | The regulations contained in the Table marked 'F' in Schedule I of the Companies Act, 2013, shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. | Table 'F' not to apply |
| | (2) | The regulations for the management of the Company and for the observance by the members thereto and their representatives be such as are contained in these Articles, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013. | Company to be governed by these Articles |

Interpretation

- | | | | |
|----|-----|---|-----------------------------|
| 2. | (1) | In these Articles – | |
| | (a) | “Act” means the Companies Act, 2013 (including the applicable rules thereof), or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. | “Act” |
| | (b) | “Accounting Standards” means the generally accepted accounting standards and principles which are recommended by the Institute of Chartered Accountants of India and used by companies in India in the preparation of their financial statements from time to time and consistently applied and shall also include such other accounting standards and principles as may be made applicable from time to time under applicable Law. | “Accounting Standards” |
| | (c) | “Affiliate” of a Person (the “Subject Person”) means (a) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, (b) in relation to a natural person other than a Promoter, any other Person that, either directly or indirectly, is Controlled by the Subject Person, and including any Relative of such natural person, and (c) in the case of a Promoter, (i) any Person that, either directly or indirectly, is Controlled by any of Promoters, (ii) the spouse of such Promoter, (iii) any private family trust, the sole beneficiaries of which are the Promoters and/or their son (and/or his spouse and/or their children, if any); and (iv) the son of the Promoters (and/or his spouse). | “Affiliate” |
| | (d) | “Amended Charter Documents” means the Memorandum of Association and the Articles of Association of the Company, amended to incorporate and give effect to the provisions of the Shareholders’ Agreement. | “Amended Charter Documents” |

- (e) “Anti-Corruption Laws” means all laws and regulations relating to anti-bribery or anti-corruption (including without limitation, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, and the Prevention of Corruption Act, 1988 of India, as amended). “Anti-Corruption Laws”
- (f) “Articles” means these AoA of the Company or as altered from time to time. “Articles”
- (g) “Benchmark Price” means an amount equal to 7x (seven times) the EBITDA, based on the latest audited financial statements of the Company, as certified by the statutory auditor of the Company. “Benchmark Price”
- (h) “Big 4 Accounting Firm” means each of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; or (d) EY (formerly, Ernst & Young) and includes, in each case, the Indian affiliates of the foregoing. “Big 4 Accounting Firm”
- (i) “Board of Directors” or “Board” means the board of Directors of the Company, as constituted from time to time, in accordance with applicable Law, and following the Completion, in accordance with applicable Law, the Amended Charter Documents and the provisions of the Shareholders’ Agreement. “Board of Directors” or “Board”
- (j) “Board Meeting” means any meeting of the Board, as convened from time to time, in accordance with applicable Law, and following the Completion, in accordance with applicable Law, the Amended Charter Documents and the provisions of the Shareholders’ Agreement. “Board Meeting”
- (k) “Business” means the business of transportation of liquid cargoes in Indian coastal waters and international waters. “Business”
- (l) “Business Day” means any day other than a Saturday, Sunday a public holiday or any day on which banks in Mauritius or in Mumbai, India are permitted or obligated by applicable Law to be closed. “Business Day”
- (m) “Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, including the rules and regulations promulgated by the Ontario Securities Commission, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators. “Canadian Securities Laws”
- (n) “Charter Documents” means Memorandum of Association and the Articles of Association of the Company, and on and from the Effective Date, means the Amended Charter Documents. “Charter Documents”
- (o) “Claim” means, in relation to a Person, any action, demand (including interim demand), notice, communication, order, legal action, claim, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry, whether civil, criminal, Tax, administrative or investigative or otherwise and whether formal or informal, made or brought by or against the Person, however arising and whether present, unascertained, immediate, future or contingent. “Claim”
- (p) “Company” means Seven Islands Shipping Limited. “Company”

- (q) “Competitor” means any Person who is engaged in the business of transportation, via ocean going tankers, of crude oil and/or refined oil products in Indian coastal waters. “Competitor”
- (r) “Competing Business” means any business and/ or activity that is identical to or competes with the Business. “Competing Business”
- (s) “Confidential Information” means: (a) any data or information that is proprietary to the Parties and not generally known to the public, whether in tangible or intangible form, whether modified or unmodified by the Parties or its Affiliates or representatives however disclosed; (b) any information that concerns the organisation, business, intellectual property, technology, trade secrets, know-how, specifications, computer software, databases of any Party to the Shareholders’ Agreement or any of their respective Representatives; (c) the existence of the Shareholders’ Agreement, the fact that discussions or negotiations have taken place between the Parties and/or the terms, conditions or status thereof; and (d) any information whatsoever concerning or relating to (i) any dispute or claim arising out of or in connection with the Shareholders’ Agreement; or (ii) the resolution of such claim or dispute; and (e) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information; and (f) any marketing strategies, plans, financial information or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party or its Affiliates; and (g) customer or supplier lists of any Party; and (h) any specific or technical information or method of the Party; and (i) any other information that should reasonably be recognized as confidential information; and (j) information disclosed in writing and marked as ‘confidential information’; and (k) any information generated by any Parties or its Affiliates or representatives that contains, reflects or is derived from any of the foregoing, in each case, whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Execution Date. “Confidential Information”
- (t) “Consent” means any notice, consent, approval, authorization, waiver, permit, grant, concession, clearance, license, certificate, exemption, order, registration declaration, filing, report or notice, of, with or to, as the case may be, by any Person (including any Governmental Authority). “Consent”
- (u) “Control” (together with its correlative meanings, “Controlled by” and “under common Control with”) means, with respect to any Person (the “Subject Person”), the possession, directly or indirectly, of power to direct or cause the direction of management or policies of the Subject Person (whether through ownership of over 50% (fifty percent) of voting securities or partnership or other ownership interests, by contract or otherwise) or through the power to appoint more than half of the board of directors, partners or equivalent governing body. “Control”
- (v) “Deed of Adherence” means the deed of adherence in the form set out in Schedule 6 of the Shareholders’ Agreement. “Deed of Adherence”
- (w) “Director” means any director of the Company, including alternate directors, appointed in accordance with the Act, and following the Completion, in accordance with applicable Law, the Amended Charter Documents and the provisions of the Shareholders’ Agreement. “Director”
- (x) “EBITDA” means earnings before interest, tax, depreciation and amortisation. “EBITDA”

- (y) “Effective Date” means the Completion Date, as defined under the Subscription Agreement. “Effective Date”
- (z) “Encumbrance” (together with its correlative meanings, “Encumber” and “Encumbered”) with respect to any property or asset or security means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including 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 under applicable Law, (b) any option, pre-emptive right, right of first offer, refusal or transfer restriction, including any non-disposal undertaking or lock-in, in favour of any Person, and (c) any adverse claim as to title, possession or use. “Encumbrance”
- (aa) “Equity Securities” means Equity Shares or any other securities, debentures, warrants or options that are, directly or indirectly convertible into, or exercisable or exchangeable into or for Equity Shares. “Equity Securities”
- (bb) “Equity Share Capital” means the total issued equity share capital of the Company, calculated on a Fully Diluted Basis. “Equity Share Capital”
- (cc) “Equity Shares” means equity shares of the Company having a face value of INR 10 (Rupees ten) per equity share, and 1 (one) vote per equity share. “Equity Shares”
- (dd) “FIHC” means Fairfax India Holdings Corporation, the holding company of the Investor. “FIHC”
- (ee) “Financial Year” means each fiscal year of the Company, commencing on April 1 of each calendar year and ending on March 31 of the immediately following calendar year or any other period of 12 (twelve) months notified under any law in India. “Financial Year”
- (ff) “Fully Diluted Basis” means, in reference to any calculation of the share capital of any Person, that the calculation should be made in relation to the equity share capital of such Person on a particular date, assuming that all outstanding convertible preference shares or debentures, options (and in the case of employee stock options, only options that have vested but not any unvested options), warrants and other equity securities convertible into or exercisable or exchangeable for equity shares of such Person (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged to the maximum number of equity shares possible under the terms thereof. “Fully Diluted Basis”
- (gg) “Governmental Approval” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice, of, with or to, as the case may be, any Governmental Authority. “Governmental Approval”
- (hh) “Governmental Authority” means any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any agency, department, board, commission or instrumentality of India or any political subdivision thereof or any other jurisdiction, any court, tribunal or arbitrator and any securities “Governmental Authority”

exchange or body or authority regulating such securities exchange.

- (ii) “IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada. “IFRS”
- (jj) “Indebtedness” means without double counting, with respect to the Company, whether recourse is to all, none or a portion of the assets of the Company, and whether or not contingent, (a) any obligation of the Company for borrowed money or with respect to deposits or advances of any kind, (b) any obligation of such Person evidenced by bonds, notes, guarantees including, but not limited to, any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person in any manner but excluding any guarantees or bonds required to be issued in the ordinary course in connection with obtaining concessions, privileges or benefits under any applicable Law, if such guarantee or bond is required to be issued pursuant to a Governmental Authority’s policies or regulations on such concessions, privileges or benefits under such applicable Law; (c) any reimbursement obligation of such Person with respect to letters of credit, bankers acceptances or similar facilities issued for the account of such Person; (d) all obligations of such Person upon which interest charges are customarily paid (other than those covered as part of (a)); (e) all obligations of such Person under conditional sale, deferred purchase price of property or title retention agreements relating to property acquired by such Person, if applicable; (f) any fixed rental obligations under a lease or other agreement conveying the right to use assets that is required to be classified and accounted for as a financing or capital lease on financial statements prepared in accordance with Indian Generally Accepted Accounting Principles or the Accounting Standards; and (g) all indebtedness and obligations of the types described in the foregoing clauses (a) through (g) to the extent secured by any Encumbrance on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person. “Indebtedness”
- (kk) “Investor” means FIH Mauritius Investments Ltd. “Investor”
- (ll) “Investor Securities” means all of the Equity Securities held by the Investor and/or any of its Affiliates in the Company, in accordance with the provisions of the Shareholders’ Agreement and the Amended Charter Documents from time to time. “Investor Securities”
- (mm) “Indian Rupees”, “INR” and “Rs.” each mean the lawful currency of the Republic of India. INR
- (nn) “IPO” means an initial public offer (including by way of an offer for sale), and listing of the Equity Shares on any recognized stock exchange in accordance with applicable Law. “IPO”
- (oo) “Law” means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, circulars, ordinances or orders of any Governmental Authority, (b) Governmental Approvals, (c) orders, decisions, directions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority, (d) rules of any stock exchange, (e) international treaties, conventions and protocols, and (f) Accounting Standards or any other generally accepted accounting principles. “Law”
- (pp) “Loss” or “Losses” means all actual and direct losses, claims, costs, penalties, “Loss”

finances, fees, Taxes, expenses, damages, judgments, awards, settlements or demands that are imposed upon or otherwise incurred, suffered or sustained by the relevant Party, including interest with respect thereto and reasonable out-of-pocket expenses, including with respect to reasonable expenses for attorneys, accountants, consultants or experts, however, excluding any loss of profit, economic losses, consequential losses, special losses, or indirect losses; provided that Loss or Losses shall specifically exclude loss of profits, economic losses consequential losses or indirect losses.

- (qq) “Minimum Shareholding” means such number of Equity Shares held by the Investor (together with its Affiliates) as would constitute at least 15% (fifteen percent) of the Equity Share Capital of the Company. “Minimum Shareholding”
- (rr) “Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice, but only to the extent consistent with applicable Law and in keeping with good international practice for the industry; provided that a series of related transactions which, taken together, are not in the Ordinary Course of Business shall not be deemed to be in the Ordinary Course of Business. “Ordinary Course of Business”
- (ss) “Person” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization (whether registered or not and whether or not having separate legal personality). “Person”
- (tt) “Productive Assets” means (a) ocean going ships, ocean going vessels, and any assets used at the port side for the operations of the Business; (b) any movable assets that are directly utilized and reasonably required for the operations of the Business; (c) any office premises, the value or acquisition cost of which is lower than INR 100,000,000 (Rupees one hundred million); (d) any office premises, the value or acquisition cost of which is lower than INR 250,000,000 (Rupees two hundred fifty million) and which are located immediately adjacent to any existing office premises of the Company and/or any Subsidiary, as relevant; and (d) any immovable assets, other than office premises, the value or acquisition cost of which is lower than INR 100,000,000 (Rupees one hundred million). “Productive Assets”
- (uu) “Promoters” means Capt. Thomas Wilfred Pinto and Dr. Leena Pinto. “Promoters”
- (vv) “Pro Rata Share” means the respective percentage proportions in which the Equity Share Capital of the Company is held, from time to time, by the Shareholders. “Pro Rata Share”
- (ww) “QIPO” means an IPO that fulfills each of the following conditions, unless one or more of such conditions are specifically waived by the Investor in writing: “QIPO”
- (i) such IPO is completed within 36 (thirty six) months from the Effective Date; and
 - (ii) the valuation at which such IPO is undertaken is not less than the INR equivalent of USD 175,000,000 (United States Dollar One Hundred Seventy Five Million), which will be based on the USD-INR exchange rate on the website of the Reserve bank of India 15 (fifteen) Business Days prior to the date on which the red herring prospectus

for such IPO is filed with the Securities and Exchange Board of India.

- (xx) “Related Party” shall have the meaning ascribed to it in the Act. “Related Party”
- (yy) “Relative” shall have the meaning ascribed to it in the Act. “Relative”
- (zz) “Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act. “Rules”
- (aaa) “seal” means the common seal of the Company “Seal”
- (bbb) “Shareholder” means a holder of at least 1 (one) Equity Share in the Company; “Shareholder”
- (ccc) “Shareholders’ Agreement means the shareholders agreement dated March 29, 2019 entered into between the Promoters, the Company and the Investor. “Shareholders’ Agreement”
- (ddd) “Shareholders’ Meeting” means any meeting of the Shareholders of the Company, including annual general meetings as well as extraordinary general meetings of the Shareholders of the Company, convened from time to time in accordance with applicable Law, and following the Completion, in accordance with applicable Law, the Amended Charter Documents and the provisions of the Shareholders’ Agreement. “Shareholders’ Meeting”
- (eee) “Subscription Agreement” means the subscription agreement of even date entered into between the Investor, the Company and the Promoters, pursuant to which the Investor has agreed to subscribe for, and the Company has agreed to issue and allot to the Investor, the Subscription Securities (as defined therein). “Subscription Agreement”
- (fff) “Subsidiary” means a ‘subsidiary’ (as defined under the Act) of the Company, and “Subsidiaries” shall be construed accordingly. “Subsidiary”
- (ggg) “Tax” or “Taxes” means any tax, duty, cess, rates, governmental fee, taxes or levy of any nature (whether central, state or local) or any other like assessment or charge of any kind whatsoever (including but not limited to any minimum alternate tax, alternative or add-on minimum tax, sales, use, ad valorem, income tax, value added tax, service tax, goods and services tax (GST), transfer, profits, license, withholding tax on amounts paid, severance, stamp, excise, capital stock, occupation, property, or similar type tax, premium, custom, tariffs, duty or any other tax), together with any interest, penalty, fines or addition to tax or additional amount due, imposed by any Governmental Authority responsible for the imposition of any such tax in relation thereto under applicable Law. “Tax”
- (hhh) “Transaction Documents” means collectively, the Shareholders’ Agreement, the Promoter Share Purchase Agreement, the Subscription Agreement and all other agreements and/or documents entered into between any of the parties thereto in order to give effect to the terms thereof. “Transaction Documents”
- (iii) “Transfer” means, directly or indirectly, selling, giving, assigning, transferring any interest in trust, alienating, creating an Encumbrance over, any right, title or interest therein or otherwise dispose of securities, shares or interests in any manner whatsoever voluntarily or involuntarily. “Transfer”
- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine “Number” and “Gender”

and neuter gender.

- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. Expressions in the Articles to bear the same meaning as in the Act

Share Capital and variation of rights

3. Subject to the provisions of the Act and those Articles, 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 same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. Shares under control of Board
4. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. Allotment of shares otherwise than for cash
5. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws thereto: Kinds of Share Capital
- (a) Equity share capital:
- (i) with voting rights; and / or
- (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (b) Preference share capital
6. (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one months from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide - Issue of certificate
- (a) One certificate for all his shares without payment of any charges; or
- (b) Several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.
- (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. Certificate to bear seal
- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. One certificate for shares held jointly
7. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state (if available) with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. Option to receive share certificate or hold shares with depository

8.	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
9.	The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures etc.
10.	(1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
	(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
	(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.	Mode of payment of commission
11.	(1) 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 such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights
	(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply.	Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting
12.	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 <i>pari passu</i> therewith.	Issue of further shares not to affect rights of existing members
13.	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	Power to issue redeemable preference shares
14.	(1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -	Further issue of share capital
	(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or	

- (b) employees under any scheme of employees' stock option; or
 - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules. Mode of further issue of shares

Lien

15. (1) The Company shall have a first and paramount lien - Company's lien on shares
- (a) On every share (not being a fully paid share), for all monies (whether presently or not) called, or payable at a fixed time, in respect of that share; and
 - (b) On all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. Lien to extend to dividends, etc.
- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien. Waiver of lien in case of registration
16. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: As to enforcing lien by sale
- Provided that no sale shall be made -
- (a) unless a sum in respect of which the lien exists is presently payable; or
 - (b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.
17. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. Validity of sale
- (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer. Purchaser to be registered holder
- (3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share. Validity of Company's receipt
- (4) 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 with reference to the sale. Purchaser not affected

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| 18. | (1) | 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 lien exists as is presently payable. | Application of proceeds of sale |
| | (2) | 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. | Payment of residual money |
| 19. | | In exercising its lien, 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 unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. | Outsider's lien not to affect Company's lien |
| 20. | | The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to lien to apply <i>mutatis mutandis</i> to debentures etc. |

Calls on shares

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| 21. | (1) | The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. | Board may make calls |
| | (2) | Each member shall, subject to receiving at least 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. | Notice of call |
| | (3) | The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. | Board may extend time for payment |
| | (4) | A call may be revoked or postponed at the discretion of the Board. | Revocation or postponement of call |
| 22. | | A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments. | Call to take effect from date of resolution |
| 23. | | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | Liability of joint holders of shares |
| 24. | (1) | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board. | When interest on call or installment payable |
| | (2) | The Board shall be at liberty to waive payment of any such interest wholly or in part. | Board may waive interest |
| 25. | (1) | Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles, be deemed to be a call duly made | Sums deemed to be calls |

and payable on the date on which by the terms of issue such sum becomes payable.

- (2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Effect of non-payment of sums
26. The Board - Payment in anticipation of calls may carry interest
- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board.
- Nothing contained in this clause shall confer on the member
- (i) any right to participate in profits or dividends; or
- (ii) any voting rights in respect of the moneys so paid by him
- until the same would, but for such payment, become presently payable by him.
27. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be registered holder of the share or the legal representative of a deceased registered holder. Installments on shares to be duly paid
28. All calls shall be made on a uniform basis on all shares falling under the same class. Calls on shares of same class to be on uniform basis
29. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. Partial payment not to preclude forfeiture
30. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company. Provisions as to calls to apply *mutatis mutandis* to debentures etc.

Transfer of shares

31. (1) The Investor and Promoters shall not, directly or indirectly, Transfer (or agree to Transfer) any of the Equity Securities held by them respectively, except in accordance with the provisions of Articles 31 to 35. Transfer
- (2) No Shareholder other than the Promoters and the Investor may Transfer (or agree to Transfer), without the prior written consent of the Promoters and the Investor, any Equity Securities held by such Shareholder to any Person other than to a Shareholder who holds Equity Securities that represent, as on the date of such proposed Transfer, not less than 26% (twenty six per cent) of Equity Share Capital (“**Permitted**

Shareholder Transferee”).

- (3) No Shareholder shall, directly or indirectly, create, or permit the creation of, any Encumbrance over the Equity Securities held by them respectively, in favour of any Person, without the prior written consent of the Promoters and the Investor. Notwithstanding the foregoing, it is clarified that while the Investor shall not create a direct pledge over the Investor Securities without the prior written consent of the Promoters, the Investor shall not be restricted from creating any indirect Encumbrance (other than an arrangement which would, prior to any enforcement, result in the disposition of ownership interest of the Investor in the Equity Securities held by the Investor), in favour of any Person, including any financiers and/or lenders to any Affiliates of the Investor, as long as such Encumbrance is not a direct pledge of the Investor Securities.

(4) Transfers to Affiliates.

Transfer to Affiliates

- (a) The Promoters shall be entitled to freely Transfer the Equity Securities held by the Promoters *inter se* the Promoters and/or their respective Affiliates which are wholly owned by the Promoters and/ or to Mr. Clayton Pinto (and/or his spouse), without requiring the prior consent of the Investor and without requiring compliance with the provisions of Article 32, subject to such Affiliates and / or Mr. Clayton Pinto (and/or his spouse) executing a Deed of Adherence prior to the Transfer of the Equity Securities pursuant to which such Affiliates and/or Mr. Clayton Pinto (and/or his spouse) agree to be classified as Promoters and to take on all rights and obligations of the Promoters under the Shareholders’ Agreement. If a wholly owned Affiliate of the Promoters is likely to cease being a wholly owned Affiliate of the Promoters, such Affiliate shall, at least 30 (thirty) Business Days prior to the event resulting in its ceasing to be a wholly owned Affiliate of the Promoter, Transfer the Equity Securities held by such Affiliate to the Promoters.
- (b) The Investor shall be entitled to freely Transfer any Investor Securities to any Affiliates of the Investor, without requiring compliance with the provisions of Article 33, subject to such Affiliates executing a Deed of Adherence prior to the Transfer of the Investor Securities pursuant to which such Affiliates agree to be classified as Investors and to take on all rights and obligations of the Investors under the Shareholders’ Agreement. If an Affiliate of the Investor is likely to cease being an Affiliate of the Investor, such Affiliate shall, at least 30 (thirty) Business Days prior to the event resulting in its ceasing to be an Affiliate of the Investor, Transfer the Equity Securities held by such Affiliate to the Investor.
- (5) Each Shareholder agrees that the Transfer restrictions in the Shareholders’ Agreement and in the Amended Charter Documents shall not be capable of being avoided by the holding of Equity Securities indirectly through a company or other body corporate, the shares or ownership interest in which can itself be transferred in order to Transfer an interest in the Equity Securities. Any Transfer of any Equity Securities as set out in the preceding sentence shall be treated as being a Transfer of Equity Securities by such Shareholder and consequently a breach of the Transfer restrictions in the Shareholders’ Agreement and the Amended Charter Documents, if the value of the Equity Securities held by such company or other body corporate, the shares or ownership interest in which is Transferred, is more than 50% (fifty percent) of the value of all assets of such company or body corporate.
- (6) Any Transfer of Equity Securities by the Promoters and/or the Investor in violation of Articles 31 to 35 shall be null and void *ab initio* and shall be deemed to be a

breach of the terms of the Agreement, and the Company shall not register or recognize such purported Transfer.

- (7) It shall be a condition of any Transfer or sale of Equity Securities of the Company (including the legal or beneficial ownership thereof) by any of the Shareholders that the transferee enters into a deed of adherence in the form set out in under the Shareholders' Agreement.
 - (8) No Shareholder shall directly or indirectly Transfer any Equity Securities to any Competitor or a Person undertaking a Competing Business.
32. (1) In the event that the Investor proposes to Transfer any Equity Securities held by the Investor to any Person other than to an Affiliate of the Investor ("**Investor Transferee**"), the Investor shall solicit such proposed Transfer at a price which is not less than the Benchmark Price, failing which the Investor shall not be entitled to Transfer any Equity Securities. In the event that the Investor does propose to Transfer any Equity Securities to an Investor Transferee, the Promoter shall have the right, exercisable in its sole discretion, to purchase up to all of such Equity Securities in the manner set out below:
- Promoter Right of First Refusal
- (a) The Investor shall deliver a written notice to the Promoter ("**Investor Offer ROFR Notice**") setting out (i) the number of Equity Securities proposed to be Transferred by the Investor ("**Investor ROFR Offer Securities**"); (ii) the terms on which such Investor ROFR Offer Securities are proposed to be Transferred by the Investor to the Investor Transferee including the name of the Investor Transferee and a confirmation that such Investor Transferee is not a Competitor or a Person undertaking a Competing Business, (iii) the proposed price per Equity Security intended to be paid by the Investor Transferee for the Investor ROFR Offer Securities which price shall not be less than the Benchmark Price (calculated on a per Equity Security basis) ("**Investor ROFR Price**"); (iv) a confirmation that no consideration, tangible or intangible, is being provided, directly or indirectly, to the Investor (including any Affiliate of the Investor) including without limitation, by way of non-compete consideration, that is not reflected in the proposed Investor ROFR Price; and (v) a copy of the offer (whether binding or not) received from the Investor Transferee.
 - (b) The Promoters may, within a period of 30 (thirty) Business Days from the date of receipt of the Investor ROFR Notice ("**Investor ROFR Period**"), deliver either a Promoter Tag Acceptance Notice to the Investor in accordance with Article 33 or a written notice ("**Promoter ROFR Response**") to the Investor:
 - (i) agreeing to purchase up to all of the Investor ROFR Offer Securities, in which case, the Promoter ROFR Response shall specify: (x) the number of Investor ROFR Offer Securities that the Promoter agrees to purchase (collectively, the "**Investor ROFR Securities**"), and (y) the aggregate consideration payable by the Promoter for the Investor ROFR Securities, at a price per Investor ROFR Security equal to the Investor ROFR Price; or
 - (ii) rejecting the offer to purchase the Investor ROFR Offer Securities.
 - (c) In the event that the Promoter delivers a Promoter ROFR Response rejecting the Investor's offer to Transfer the Investor ROFR Offer Securities to the Promoter, or agreeing to buy less than all of the Investor ROFR Offer Securities, or fails to send the Promoter ROFR Response within the Investor

ROFR Period, then the Investor shall be entitled to Transfer all (and not less than all) of the Investor ROFR Offer Securities that the Promoter has not agreed to purchase to the Investor Transferee at a price per Investor ROFR Offer Security which is not lower than the Investor ROFR Price and on the term set out in the Investor ROFR Notice, within a period of 30 (thirty) Business Days from the date of expiry of the Investor ROFR Period. If the Transfer of all the Investor ROFR Offer Securities by the Investor to such Investor Transferee is not completed within such 30 (thirty) Business Day period, the provisions of this Article 32(1) shall once again apply to any proposed Transfer of the Investor ROFR Offer Securities by the Investor.

- (d) In the event that the Promoter delivers a Promoter ROFR Response, agreeing to purchase the Investor ROFR Offer Securities (as specified under the Promoter ROFR Response), such acceptance shall be binding on the Investor and the Promoter. The Transfer of the Investor ROFR Offer Securities by the Investor to the Promoter shall be completed within 60 (sixty) Business Days from the date of the Promoter ROFR Response.
 - (e) The Promoters may exercise its rights under this Article 32(1), either directly or through any Person nominated by it (other than a Competitor or a Person undertaking a Competing Business), including any Affiliate of the Promoter(s) provided such person executes a Deed of Adherence and agrees to be bound by the rights and obligations of the Promoters under the Shareholders' Agreement.
 - (f) The Investor and its Affiliates shall not be required to provide any representation, warranty or indemnity whatsoever in connection with such Transfer of any Investor ROFR Offer Securities to the Promoter, other than warranties and indemnities with regard to the Investor's own authority and capacity to Transfer such Investor ROFR Offer Securities to the Promoter, and the Investor being the legal and beneficial owner having good title to such Equity Securities (free of Encumbrances, other than as set out under the Shareholders' Agreement and the Amended Charter Documents).
 - (g) In the event that the Equity Securities held by the Investor Transferee in the Company would, following the acquisition by such Investor Transferee of any of the Investor ROFR Offer Securities, represent at least 10% (ten per cent) of the Equity Share Capital, then the Company shall provide, to such Investor Transferee, representations, warranties and indemnities in connection with the Company, its Business and operations.
- (2) In the event that a Promoter proposes to Transfer any Equity Securities held by such Promoter to any Person other than to an Affiliate of the Promoters ("**Promoter Transferee**"), the Promoter shall solicit such proposed Transfer at a price which is not less than the Benchmark Price, failing which the Promoter shall not be entitled to Transfer any Equity Securities held by it. In the event that the Promoter does propose to Transfer any Equity Securities to a Promoter Transferee, the Investor shall have the right, exercisable in its sole discretion, to purchase up to all of such Equity Securities in the manner set out below:
- (a) The Promoter shall deliver a written notice to the Investor ("**Promoter Offer ROFR Notice**") setting out (i) the number of Equity Securities proposed to be Transferred by the Promoter ("**Promoter Offer ROFR Securities**"); (ii) the terms on which such Promoter Offer ROFR Securities are proposed to be Transferred by the Promoter to the Promoter Transferee including the name of the Promoter Transferee and a confirmation that such Promoter Transferee is not a Competitor or a Person undertaking a Competing Business, (iii) the

Investor Right of First Refusal

proposed price per Equity Security intended to be paid by the Promoter Transferee for the Promoter ROFR Offer Securities which price shall not be less than the Benchmark Price (calculated on a per Equity Security basis) (“**Promoter ROFR Price**”); (iv) a confirmation that no consideration, tangible or intangible, is being provided, directly or indirectly, to the Promoter (including any Affiliate of the Promoter) including without limitation, by way of non-compete consideration, that is not reflected in the proposed Promoter ROFR Price; and (v) a copy of the offer (whether binding or not) received from the Promoter Transferee.

- (b) The Investor may, within a period of 30 (thirty) Business Days from the date of receipt of the Promoter ROFR Notice (“**Promoter ROFR Period**”), deliver either a Tag Acceptance Notice to the Promoter in accordance with Article 33 or a written notice (“**Investor ROFR Response**”) to the Promoter:
 - (i) agreeing to purchase up to all of the Promoter ROFR Offer Securities, in which case, the Investor ROFR Response shall specify: (x) the number of Promoter ROFR Offer Securities that the Investor agrees to purchase (collectively, the “**Promoter ROFR Securities**”), and (y) the aggregate consideration payable by the Investor for the Promoter ROFR Securities, at a price per Promoter ROFR Security equal to the Promoter ROFR Price; or
 - (ii) rejecting the offer to purchase the Promoter ROFR Offer Securities.
- (c) In the event that the Investor delivers an Investor ROFR Response rejecting the Promoter’s offer to Transfer the Promoter ROFR Offer Securities to the Investor, or agreeing to buy less than all of the Promoter ROFR Offer Securities, or fails to send the Investor ROFR Response within the Promoter ROFR Period, then the Promoter shall, subject to the receipt of a written consent from the Investor, be entitled to Transfer all (and not less than all) of the Promoter ROFR Offer Securities that the Investor has not agreed to purchase to the Promoter Transferee at a price per Promoter ROFR Offer Security which is no lower than the Promoter ROFR Price and on the term set out in the Promoter ROFR Notice, within a period of 30 (thirty) Business Days from the date of expiry of the Promoter ROFR Period. If the Transfer of all the Promoter ROFR Offer Securities by the Promoter to such Promoter Transferee is not completed within such 30 (thirty) Business Day period, the provisions of this Article 32(2) shall once again apply to any proposed Transfer of the Promoter ROFR Offer Securities by the Promoter.
- (d) In the event that the Investor delivers an Investor ROFR Response, agreeing to purchase the Promoter ROFR Offer Securities (as specified under the Investor ROFR Response), such acceptance shall be binding on the Investor and the Promoter. The Transfer of the Promoter ROFR Offer Securities by the Promoter to the Investor shall be completed within 60 (sixty) Business Days from the date of the Promoter ROFR Response.
- (e) The Investor may exercise its rights under this Article 32(2), either directly or through any Person nominated by it (other than a Competitor or a Person undertaking a Competing Business), including any Affiliate of the Investor provided such person executes a Deed of Adherence and agrees to be bound by the rights and obligations of the Investor under the Shareholders’ Agreement.
- (f) The Promoters and its Affiliates shall not be required to provide any representation, warranty or indemnity whatsoever in connection with such

Transfer of any Promoter ROFR Offer Securities to the Investor, other than warranties and indemnities with regard to the Promoters' own authority and capacity to Transfer such Promoter ROFR Securities to the Investor, and the Promoter being the legal and beneficial owner having good title to such Equity Securities (free of Encumbrances, other than as set out under the Shareholders' Agreement and the Amended Charter Documents).

- (g) In the event that the Equity Securities held by the Promoter Transferee in the Company would, following the acquisition by such Promoter Transferee of any of the Investor ROFR Offer Securities, represent at least 10% (ten per cent) of the Equity Share Capital, then the Company shall provide, to such Promoter Transferee, representations, warranties and indemnities in connection with the Company, its Business and operations.

33. (1) In the event the Investor does not accept the Promoter's offer to Transfer any of the Promoter ROFR Offer Securities to the Investor pursuant to the Promoter ROFR Notice, the Investor and its Affiliates shall have the right ("**Tag-Along Right**") but not the obligation to require the Promoter to cause the Promoter Transferee, to purchase Equity Securities through the delivery of a Tag Acceptance Notice in the following manner:
- Investor Tag-Along
Right
- (a) From the Promoter, such number of Promoter ROFR Offer Securities as represents the same percentage of the aggregate of all the Promoter ROFR Offer Securities, as the percentage that the total number of Equity Securities then held by the Promoters represents of the total number of Equity Securities then outstanding ("**Promoter Pro Rata Securities**"); and
 - (b) From the Investor, such number of Equity Securities as is equal to the aggregate Promoter ROFR Offer Securities less the Promoter Pro Rata Securities ("**Tag-Along Securities**").
- (2) The Tag-Along Securities that the Promoter Transferee shall be required to purchase from the Investor, if the Investor exercises its Tag-Along Right, shall be purchased at the same price per Equity Security i.e. at the same Promoter ROFR Price and upon the same terms and conditions as applicable to the transfer of the Promoter Pro Rata Securities by the Promoter to the Promoter Transferee (except that the Investor and its Affiliates shall not be required to provide any representation, warranty or indemnity whatsoever in connection with such Transfer of any Tag-Along Securities to the Promoter Transferee, other than warranties and indemnities with regard to the Investor's own authority and capacity to Transfer such Investor Tag-Along Securities to the Promoter Transferee, and the Investor being the legal and beneficial owner having good title to such Tag-Along Securities (free of Encumbrances, other than as set out under the Shareholders' Agreement and the Amended Charter Documents).
- (3) In the event the Investor and/or its Affiliates elects to exercise the Tag-Along Right, the Investor shall, within 30 (thirty) Business Days following the receipt of the Promoter Offer ROFR Notice, deliver a written notice of such election to the Promoter ("**Tag Acceptance Notice**"). Such Tag Acceptance Notice, if such delivered, shall be irrevocable and shall constitute a binding agreement by the Investor and/or its Affiliates to sell such Tag-Along Securities on the terms and conditions set forth in the Promoter ROFR Notice.
- (4) Where the Investor and/or its Affiliates have elected to exercise its Tag-Along Right and the Promoter Transferee fails to purchase all the Tag-Along Securities elected to be sold by the Investor and/or its Affiliates, the Promoter shall not be permitted to undertake the proposed Transfer of any of the Promoter ROFR Offer Securities,

including the Promoter Pro Rata Securities, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of the Promoter ROFR Offer Securities. In the event that the Investor has elected to exercise its Tag-Along Right, the Promoter shall only be permitted to transfer the Promoter Pro Rata Securities (subject to completion of the Transfer of the Tag-Along Securities simultaneously with such Transfer), and shall not be entitled to transfer any additional Promoter ROFR Offer Securities without once again complying with the provisions of Article 32(2) and Article 33.

- (5) The closing of any purchase of Tag-Along Securities by the Promoter Transferee from the Investor and/or its Affiliates shall take place simultaneously with the closing of the purchase of the Promoter Pro Rata Securities by the Promoter Transferee from the Promoter, unless otherwise agreed by the Investor in writing. At such closing, the Investor and/or its Affiliates shall deliver share certificates representing the Tag-Along Securities, accompanied by duly executed instruments of transfer (where applicable), or duly executed transfer instructions for the transfer of the Tag-Along Securities. Any Promoter Transferee purchasing the Tag-Along Securities shall deliver at such closing payment in full of the consideration for the Tag-Along Securities in accordance with the terms set forth in the Promoter ROFR Notice. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Tag-Along Securities to the Promoter Transferee.

34. (1) In the event the Promoter does not accept the Investor's offer to Transfer all of the Investor ROFR Offer Securities to the Promoters pursuant to the Investor ROFR Notice, the Promoters and their respective Affiliates shall have the right ("**Promoter Tag-Along Right**") but not the obligation to require the Investor to cause the Investor Transferee, to purchase Equity Securities through the delivery of a Promoter Tag Acceptance Notice in the following manner:
 - (a) From the Investor and/or its Affiliates, such number of Investor ROFR Offer Securities as represents the same percentage of the aggregate of all the Investor ROFR Offer Securities, as the percentage that the total number of Equity Securities then held by the Investor and its Affiliates represents of the total number of Equity Securities then outstanding ("**Investor Pro Rata Securities**"); and
 - (b) From the Promoter, such number of Equity Securities as is equal to the aggregate Investor ROFR Offer Securities less the Investor Pro Rata Securities ("**Promoter Tag-Along Securities**").
- (2) The Promoter Tag-Along Securities that the Investor Transferee shall be required to purchase from the Promoter, if the Promoters exercises its Promoter Tag-Along Right, shall be purchased at the same price per Equity Security i.e. at the same Investor ROFR Price and upon the same terms and conditions as applicable to the transfer of the Investor Pro Rata Securities by the Investor to the Investor Transferee (except that the Promoters and their respective Affiliates shall not be required to provide any representation, warranty or indemnity whatsoever in connection with such Transfer of any Promoter Tag-Along Securities to the Investor Transferee, other than warranties and indemnities with regard to the Promoter's own authority and capacity to Transfer such Promoter Tag-Along Securities to the Investor Transferee, and the Promoter being the legal and beneficial owner having good title to such Promoter Tag-Along Securities (free of Encumbrances, other than as set out under the Shareholders' Agreement and the Amended Charter Documents).
- (3) In the event the Promoters and/or its Affiliates elects to exercise the Promoter Tag-

Promoters' Tag-Along Right

Along Right, the Promoters shall, within 30 (thirty) Business Days following the receipt of the Investor Offer ROFR Notice, deliver a written notice of such election to the Investor (“**Promoter Tag Acceptance Notice**”). Such Promoter Tag Acceptance Notice, if such delivered, shall be irrevocable and shall constitute a binding agreement by the Promoters and/or its Affiliates to sell such Promoters Tag-Along Securities on the terms and conditions set forth in the Investor ROFR Notice.

- (4) Where the Promoter and/or its Affiliates have elected to exercise its Promoter Tag-Along Right and the Investor Transferee fails to purchase all the Promoter Tag-Along Securities elected to be sold by the Promoters and/or its Affiliates, the Investor and/or its Affiliate shall not be permitted to undertake the proposed Transfer of any of the Investor ROFR Offer Securities, including the Investor Pro Rata Securities, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of the Investor ROFR Offer Securities. In the event that the Promoters have elected to exercise its Promoter Tag-Along Right, the Investor shall only be permitted to transfer the Investor Pro Rata Securities (subject to completion of the Transfer of the Promoter Tag-Along Securities simultaneously with such Transfer), and shall not be entitled to transfer any additional Investor ROFR Offer Securities without once again complying with the provisions of Article 32(1) and Article 33.
- (5) The closing of any purchase of Promoter Tag-Along Securities by the Investor Transferee from the Promoters and/or its Affiliates shall take place simultaneously with the closing of the purchase of the Investor Pro Rata Securities by the Investor Transferee from the Investor and/or its Affiliate, unless otherwise agreed by the Promoter in writing. At such closing, the Promoters and/or its Affiliates shall deliver share certificates representing the Promoter Tag-Along Securities, accompanied by duly executed instruments of transfer (where applicable), or duly executed transfer instructions for the transfer of the Promoter Tag-Along Securities. Any Investor Transferee purchasing the Promoter Tag-Along Securities shall deliver at such closing payment in full of the consideration for the Promoter Tag-Along Securities in accordance with the terms set forth in the Investor ROFR Notice. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Promoter Tag-Along Securities to the Investor Transferee.

35. (1) The Promoters shall not be permitted to assign, novate or otherwise Transfer, the Shareholders’ Agreement or any of the rights or obligations of the Promoter under the Shareholders’ Agreement or the Transaction Documents, to any Person without the prior written consent of the Investor, other than to wholly owned Affiliates of the Promoters who acquire Equity Securities in the Company, subject to such Affiliates executing a Deed of Adherence pursuant to which such Affiliates agree to be classified as Promoters and to take on all rights and obligations of the Promoters under the Shareholders’ Agreement. Assignment of Rights
- (2) The Investor shall not be entitled to assign, novate or otherwise Transfer, the Shareholders’ Agreement or any of the rights or obligations of the Investor under the Shareholders’ Agreement, to any Person without the prior written consent of the Promoters other than:
- (a) to any Affiliates of the Investor who acquire Equity Securities in the Company, subject to such Affiliates executing a Deed of Adherence pursuant to which such Affiliates agree to take on all rights and obligations of the Investor under the Shareholders’ Agreement, and provided that the rights assigned to such Affiliate are, at the election of the Investor and upon written notice to the Company and the Promoters, exercised either jointly by the Investor and each

of such Affiliates, or by any one of the Investor and/or such Affiliate.

- (b) to any other Person who acquires any Equity Securities from the Investor and/or its Affiliates and who holds, in aggregate, Equity Securities representing at least 20% (twenty per cent) of the Equity Share Capital and who has executed a Deed of Adherence, and provided that the rights assigned to such Person are, at the election of the Investor and upon written notice to the Company and the Promoters, exercised either jointly by the Investor and each of such Persons, or by any one of the Investor and/or such Person.

36. (1) The instrument of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. Instrument of transfer to be executed by transferor and transferee
- (2) 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.
37. The Board may, subject to the right of appeal conferred by the Act decline to register - Board may refuse to register transfer
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the Company has a lien.
38. In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless - Board may decline to recognize instrument of transfer
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) The instrument of transfer is in respect of only one class of shares.
39. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Transfer of shares when suspended
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
40. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. Provisions as to transfer of shares to apply *mutatis mutandis* to debentures etc.

Transmission of shares

41. (1) On the death of a member, the survivor/s where the member was a joint holder, and his nominee/s or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in his shares. Title to shares on death of a member

	(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Estate of deceased member liable
42.	(1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made.	Transmission Clause
	(2) 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 has transferred the share before his death or insolvency.	Board's right unaffected
	(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
43.	(1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.	Right to election of holder of share
	(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
	(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.	Limitations applicable to notice
44.	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.	Claimant to be entitled to same advantage
45.	The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures etc.

Forfeiture of shares

46.	If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a	If call or installment not paid notice must be given
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notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

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| 47. | The notice aforesaid shall: | Form of notice |
| | (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and | |
| | (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited. | |
| 48. | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the board to that effect. | In default of payment of shares to be forfeited |
| 49. | Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture. | Receipt of part amount or grant of indulgence not to affect forfeiture |
| 50. | When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid. | Entry of forfeiture in register of members |
| 51. | The forfeiture of a share shall involve extinction at the time of forfeiture; of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share. | Effect of forfeiture |
| 52. | (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit. | Forfeited shares may be sold etc. |
| | (2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. | Cancellation of forfeiture |
| 53. | (1) 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, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. | Members still liable to pay money owing at the time of forfeiture |
| | (2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part. | Member still liable to pay money owing at time of forfeiture and interest |

	(3)	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.	Cesser of liability
54.	(1)	A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;	Certificate of Forfeiture
	(2)	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;	Title of purchaser and transferee of forfeited shares
	(3)	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4)	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not affected
55.		Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
56.		Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
57.		The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.	Surrender of share certificates
58.		The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Sums deemed to be calls
59.		The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures etc.

Dematerialisation of securities

60.		Either the Company or the shareholders may exercise an option to issue or hold the securities (including shares) with a depository in electronic form in which event the rights and obligations of the concerned and the matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996, and allied laws and regulations as amended from time to time or any statutory
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modification thereto or re-enactment thereof.

Alteration of capital

61. Subject to the provisions of the Act, the Company may, by ordinary resolution - Power to alter share capital
- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
 - (c) 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;
 - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (e) 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.
62. Where shares are converted into stock: Shares may be 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 Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; Right of stock-holders
 - (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.
63. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — Reduction of Capital
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any securities premium account; and/or

- (d) any other reserve in the nature of share capital

Additional Capital

64. The Company shall not, at any time after the Effective Date, without the prior approval of the Board, issue any Equity Securities of any type or class to any Person (“**Proposed Issuance**”) unless the Company has offered each of the Investor and the Promoters the right to subscribe for up to such number of Equity Securities as would result in the percentage of the Promoters’ and Investor’s shareholding in the Company immediately following the completion of the Proposed Issuance, on a Fully Diluted Basis, being maintained at the same percentage as the percentage of the Promoters and Investor’s shareholding (as the case may be) in the Company immediately prior to the completion of the Proposed Issuance, on a Fully Diluted Basis. Each of the Investor and the Promoters may, subject to applicable Law, choose to exercise such right itself or through an Affiliate provided that the Affiliate has executed the Deed of Adherence prior to subscription by the Affiliate of the Proposed Issuance. The Promoters may, choose to exercise such right themselves or through an Affiliate provided that the Affiliate has executed the Deed of Adherence prior to subscription by the Affiliate of the Proposed Issuance. Anti Dilution
65. (1) The Company shall, no later than 30 (thirty) Business Days prior to the date on which the Proposed Issuance is intended to be undertaken, deliver to the Investor and the Promoters a written notice (“**Offer Notice**”) in relation to the Proposed Issuance setting forth (i) the number, type and terms of the Equity Securities proposed to be issued pursuant to the Proposed Issuance (“**New Securities**”), including the subscription consideration payable for the subscription for such New Securities, and (ii) the number of New Securities that represents the Investor’s and Promoters’ Pro Rata Share of the Proposed Issuance and for which the Investor and the Promoters is/are entitled to subscribe. Process
- (2) Each of the Investor and the Promoters may, if it elects to exercise its rights under Articles 64 and 65, deliver a written notice to the Company, within 15 (fifteen) Business Days from the date of the Offer Notice (“**Offer Period**”), specifying the number of New Securities to be subscribed not exceeding the Pro Rata Share of the Proposed Issuance and on price and terms no less favourable than those contained in the Offer Notice. The Company and/or the Investor, as the case may be, shall apply for and obtain all such Consents as may be applicable, and take all necessary corporate actions as may be required to issue the New Securities that the Investor and the Promoters has/have elected to subscribe for to the Investor within 30 (thirty) Business Days from the date of the Offer Notice, and in any event simultaneously with the completion of the issuance of New Securities to any other Person pursuant to the Proposed Issuance.
- (3) If the Investor or any of the Promoters does not elect to subscribe for all of the New Securities representing their respective Pro Rata Share of the Proposed Issuance, the Company may, at its election following the expiration of the Offer Period and within a period of 3 (three) months from the date of the Offer Notice, issue any remaining New Securities that the Investor or the Promoter has not elected to subscribe for to any Person pursuant to the Proposed Issuance at a price and upon terms not more favourable to the such Person than those contained in the Offer Notice. In the event the Company has not completed the Proposed Issuance within 3 (three) months from the date of the Offer Notice, the Company shall not thereafter issue any Equity Securities to any Person without first being required to re-offer the Investor and the Promoters the right to subscribe to such Equity Securities in accordance with Articles 64 and 65.

Joint Holders

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| 66. | Where two or more persons are registered as joint-holders of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles: | Joint-holders |
| | (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share. | Liability of Joint-holders |
| | (b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. | Death of one or more joint-holders |
| | (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. | Receipt of one sufficient |
| | (d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. | Delivery of certificate and giving of notice to first named holder |
| | (e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. | Vote of joint-holders |
| | (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders. | Executors or administrators as joint holders |
| | (f) The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names. | Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures etc. |

Power to borrow

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| 67. | (1) The Board may from time to time subject to the applicable provisions of the Act, at their discretion raise or borrow any sum or sums of money for the purpose of the Company and may secure payment or re-payment of same in such manner and upon such terms and conditions in all respect as may be prescribed by the Board, in particular by the creation of any mortgage or charge or other encumbrances on any of the immovable properties of the company or hypothecation, pledge or charge on and over the Company's stocks, book debts and other movable properties. | Borrowing powers and creation of charge, mortgages etc. |
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| (2) | The Board may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions as they think fit and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture-stock or any mortgage, charge or other security on the undertaking of the whole or any part of the property (both movable and immovable) of the Company both present and future including its uncalled capital for the time being or by giving, accepting or endorsing on behalf of the Company any promissory notes, bills of exchange or other negotiable instruments and no debenture shall carry any voting right whether generally or in respect of any particular class or classes of business. | Various forms for securing the payments |
| (3) | Subject to the applicable provisions of the Act, if any Director or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security cover for effecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or any person so becoming liable, as aforesaid, from any loss in respect of such liability. | Indemnity to secure the Directors |
| 68. | Subject to applicable provisions of the Act and its corresponding rules, if any, the Company may receive deposits on such terms and conditions and bearing interest at such rates as the Board may decide and fix and which may be made payable monthly, quarterly, half yearly or yearly. | Deposits |
| 69. | The Directors may by resolution passed at the meeting of Board raise or secure the payment or re-payment of any monies borrowed in such a manner and upon such terms and conditions in all respects as they think fit in particular, by the issue of bonds or debenture of the company or any mortgage, charge or any other securities on all or any part of the undertaking or property of the Company. | Conditions of borrowing |

Capitalisation of profits

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| 70. | (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve - | Capitalisation |
| | (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 clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. | |
| | (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards: | Sum how applied |
| | (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 or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; | |
| | (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b). | |
| | (3) A securities premium account and a capital redemption reserve account or any other | |

permissible 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;

- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

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| 71. | (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - | Powers of the Board |
| | (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and | for capitalisation |
| | (b) generally do all acts and things required to give effect thereto. | |
| | (2) The Board shall have power - | |
| | (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and | Board's power to issue fractional certificate / coupon etc. |
| | (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities 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. | |
| | (3) Any agreement made under such authority shall be effective and binding on such members. | Agreement binding on members |

Buy-back of shares

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| 72. | Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. | Buy-back of shares |
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General meetings

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| 73. | The Company shall hold at least 1 (one) General Meeting in each calendar year. All General Meetings shall be governed by the Act and these Articles. All general meetings other than annual general meeting shall be called extraordinary general meeting. | Number of meetings and Extraordinary general meeting |
| 74. | The Board may, whenever it thinks fit, call an extra-ordinary general meeting. | Powers of Board to call extra-ordinary general meeting |

Notice for general meeting

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| 75. | (1) A Shareholders' Meeting may be convened by the chairperson of the Board or any other Director, or by a Shareholder, in accordance with the Act. At least 21 (twenty one) days' prior written notice of any Shareholders' Meeting shall be given to the | Period for notice |
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Shareholders, provided always that a Shareholders' Meeting may, subject to applicable Law, be held at shorter notice with the consent of 95% (ninety five percent) of the Shareholders (including the Investor and the Promoters) in writing. Any notice convening a Shareholders' Meeting shall be accompanied by the agenda and explanatory statement for such Shareholders' Meeting as required under the Act, and setting out, in detail, the business proposed to be transacted at such Shareholders' Meeting, in accordance with applicable Law.

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| (2) | Notice of every general meeting shall be given to every member, to any person entitled to a share in consequence of the death or insolvency of a Member, and to the Auditors and Directors for the time being of the Company, in the manner hereinafter provided for the giving of notice. | People to whom notice be sent |
| (3) | With every notice calling general meeting of shareholders there shall be annexed to the notice an explanatory statement as defined in the Act. | Explanatory Statement with notice |
| (4) | The Shareholders shall not, at any Shareholders' Meeting, take up or discuss any matter that is not expressly specified on the agenda for such Shareholders' Meeting unless all of the Shareholders present at such meeting agree to take up or discuss such matter. | |
| (5) | The Investor agrees that the Investor shall not seek to include on the agenda for any Shareholders' Meetings any matter in relation to the Company or any Subsidiary, including their respective businesses and/or operations, other than (a) to the extent required to enable compliance by the Investor or the Company or any Subsidiary with any applicable Law; or (b) in respect of any matters which constitute Reserved Matters which may be included by the agenda with the prior written consent of the Promoters. | |

Proceedings at general meetings

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| 76. | (1) | (a) The quorum for all General Meetings shall be as provided under the Act, provided that such quorum must include the Investor and either of the Promoters, present at the commencement of the General Meeting and throughout the Shareholders' Meeting. | Presence of Quorum |
| | | (b) If, within half an hour of the time appointed for the Shareholders' Meeting, a quorum as per (a) above is not present, the Shareholders' Meeting shall be adjourned and reconvened to be held on the date that falls 7 (seven) Business Days after such adjourned Shareholders' Meeting at the same time and place (" First Adjourned Shareholders' Meeting "). | |
| | | (c) If, within half an hour of the time appointed for the First Adjourned Shareholders' Meeting, a quorum is not present, the Shareholders present at such First Adjourned Shareholders' Meeting (including at least 1 (one) Promoter) shall, subject to applicable Law constitute quorum; provided however that the Shareholders shall not, at such First Adjourned Shareholders' Meeting be entitled to, take up, discuss or consider: (i) any matters which are Reserved Matters, or (ii) any matters which were not originally listed as a part of the agenda for such Shareholders' Meeting. | |
| | (2) | No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. | Business confined to election of Chairperson whilst chair vacant |

77.	The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	Chairperson of the Meetings
78.	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	Directors to elect a Chairperson
79.	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by show of hands (or by poll or electronically, if available), choose one of their members to be Chairperson of the meeting.	Members to elect a Chairperson
80.	Except as provided in Article 96, voting at a General Meeting and the adoption of any resolution of the Shareholders shall be governed by the provisions of the Act.	Voting in General Meetings
81.	The Chairperson shall not have a second or casting vote.	No Casting vote of Chairperson at general meeting
82.	<p>(1) The Company shall ensure that minutes of each Shareholders' Meeting are prepared and circulated to the Investor and Promoters no later than 5 (five) Business Days following the date on which such Shareholders' Meeting was held or passing of resolution by postal ballot entries thereof, provided that: (i) the minutes of any Shareholders' Meeting shall not be considered final until the Investor and either of the Promoters approve the draft of the minutes, in writing; and (ii) any objections or comments raised by the Investor and Promoters are recorded in the minutes. The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules in books kept for that purpose with their pages consecutively numbered.</p> <p>(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -</p> <p style="padding-left: 20px;">(a) is, or could reasonably be regarded, as defamatory of any person; or</p> <p style="padding-left: 20px;">(b) is irrelevant or immaterial to the proceedings; or</p> <p style="padding-left: 20px;">(c) is detrimental to the interests of the Company.</p> <p>(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.</p> <p>(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.</p>	<p>Minutes of proceedings of meetings and resolutions passed by postal ballot</p> <p>Certain matters not to be included in Minutes</p> <p>Discretion of Chairperson in relation to Minutes</p> <p>Minutes to be Evidence</p>
83.	<p>(1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:</p> <p style="padding-left: 20px;">(a) be kept at the registered office of the Company; and</p> <p style="padding-left: 20px;">(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00</p>	Inspection of minute books of general meeting

p.m. on all working days other than Saturdays.

- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Members may obtain copy of minutes

Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

84. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. Powers to arrange security at meetings
85. The Shareholders may participate in Shareholders' Meetings or Shareholders' resolutions by e-voting, postal ballot, video conferencing or any other means of audio visual communication in accordance with the provisions of the Act. The quorum and other requirements applicable to Shareholders' Meetings attended by the Shareholders in person, shall apply to Shareholders Meetings in which Shareholders participate by video conference or any means of audio visual communication as well. Except as provided in Article 96, the adoption of any resolution of the Shareholders by postal ballot, e-voting or in any other manner as permitted under the Act shall have be governed by the provisions of the Act. Participation in General Meetings

Adjournment of meeting

86. (1) The Chairperson may, *suo motu*, adjourn the meeting from time to time and from place to place. Chairperson may adjourn the meeting
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Business at adjourned meeting
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of adjourned meeting
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Notice of adjourned meeting not required

Voting rights

87. Subject to any rights or restrictions for the time being attached to any class or classes of shares - Entitlement to vote on show of hands and on poll
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
88. A member may exercise his vote at a meeting by electronic means (if available) in Voting through

	accordance with the Act and shall vote only once.	electronic means
89.	(1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.	Vote of joint-holders
	(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names
90.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members <i>non-compos mentis</i> and minor may vote
91.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members, etc.
92.	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
93.	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
94.	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
95.	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of Members
96.	(1) Subject to Article 96 (4), the Company, Promoters, Directors, Committees, Committee members, officers employees, and each of their respective delegates shall not and the Promoters shall procure that none of the Company nor any of its Promoters, Directors, Committees, Committee members, officers, employees, and each of their respective delegates shall, without the prior written consent of each of the Investor and the Promoters obtained in accordance with this Article 96, take or resolve to take or commit to any of the actions listed below (“ Reserved Matters ”), whether by circular resolution or otherwise:	Reserved Matters and Voting Agreement
	(a) Alteration of the Charter Documents or the memorandum or articles of association of any of the Subsidiaries of the Company if such alteration would have the effect of altering or amending, in any manner (a) any Reserved Matter, and/or (b) any rights or obligations of the Investor set out in the Charter Documents or the memorandum or articles of association of any of the Subsidiaries;	
	(b) Making any change in capital structure of the Company or any Subsidiary,	

reduction or cancellation of share capital, any allotment or issuance of equity securities or grant of any options or other rights over shares, the capitalization of any reserves or share premiums, repurchase or redemption of equity securities, any Corporate Action, or alteration of any rights of any class of equity securities by the Company or any Subsidiary, in each case, other than pursuant to a QIPO;

- (c) Initiating or undertaking any IPO other than the QIPO;
- (d) Commencing or undertaking any sale, merger, consolidation, reorganization, restructuring, financial re-construction, arrangement, amalgamation or other business combination involving the Company or any Subsidiary;
- (e) The Company or any Subsidiary incurring or undertaking any Indebtedness in excess of INR 10,000,000 (Rupees Ten Million), other than any Indebtedness availed by the Company from a bank or a financial institution to the extent utilized to finance the acquisition of any Productive Asset;
- (f) The Company or any Subsidiary creating any Encumbrance of any nature in respect of, or selling or otherwise disposing of, all or any part of the undertaking, property or assets of the Company or any Subsidiary, in each case other than to the extent of any Encumbrance created over any Productive Asset acquired by the Company for the purposes of securing the repayment of any Indebtedness availed by the Company from a bank or a financial institution to finance the acquisition of such Productive Asset of the Company or the sale or disposal of any Productive Asset;
- (g) Initiation of or entering into settlement by the Company or any Subsidiary in respect of any litigation or notices involving the Company or any Subsidiary, other than (a) where the settlement that is proposed to be entered into is less than INR 10,000,000 (Rupees ten million) in value or (b) is in the Ordinary Course of Business with customers of the Company in relation to the Company's performance obligations under the contracts with such customers;
- (h) Sell, transfer, lease or otherwise dispose of the whole or substantial part of the undertaking of the Company or any Subsidiary or where the Company or such Subsidiary owns more than one undertaking, of the whole or substantial part of any of such undertakings, in each case other than any sale, transfer, lease or other disposal of (a) any vessels of the Company; or (b) any other assets with a value of less than INR 10,000,000 (Rupees ten million);
- (i) Remitting, or giving time for the repayment of, any debt due from a director of the Company and/or its Subsidiaries;
- (j) In the event that Capt. Thomas Wilfred Pinto ceases to be an executive of the Company (whether as the Chairman and Managing Director, Chief Executive Officer, Executive Chairman or any other similar designation ("Chief Executive")), any appointment of a Person to replace Capt. Thomas Wilfred Pinto as the Chief Executive, and any re-appointment, termination, suspension or replacement of such Chief Executive;
- (k) The Company or any Subsidiary granting any loan, giving any guarantee, providing any security in connection with a loan to any other body corporate or Person in excess of INR 10,000,000 (Rupees ten million);
- (l) Acquisition, by the Company or any Subsidiary of, by way of subscription,

purchase or otherwise, the shares or debt securities or equity securities of any company, body corporate or other incorporated or unincorporated entities/ventures other than treasury investments, or the sale of any shares or debt securities or equity securities of any company, body corporate or other incorporated or unincorporated ventures by the Company or any Subsidiary;

- (m) The Company or any Subsidiary declaring or paying dividend or any other distribution (whether in cash, securities, property or other assets), in each case;
- (n) The Company or any Subsidiary acquiring any asset (or interest therein) or making any capital expenditure in excess of INR 10,000,000 (Rupees ten million), other than acquisition of a Productive Asset (or an interest therein) or making any capital expenditure in relation thereto;
- (o) Any actions proposed to be taken by the Company or any Subsidiary with regard to any business or activities other than the Business, commencement of or investment in any new line of business unrelated to the Business, any change in the business, operation or activity of the Company or any Subsidiary, any cessation of all or a material portion of the Business of the Company or any Subsidiary;
- (p) Any proposal of merger, acquisition, amalgamation by the Company or any Subsidiary of or with another entity;
- (q) Any change to the Financial Year of the Company and/or its Subsidiaries;
- (r) Entering into any transactions between the Company and/or any Subsidiary and any Related Party other than any decision in relation to (a) the Related Party transactions disclosed in the Annual Accounts for the Financial Year ended on March 31, 2018 and/or March 31, 2017 and/or March 31, 2016; and/or (b) the appointment or removal of Mr. Clayton Pinto as an employee, advisor or consultant of the Company and/ or its Subsidiaries;
- (s) Amending, modifying, waiving or terminating any transactions between the Company and/or any Subsidiary and any Related Party other than other than any decision in relation to (a) the Related Party transactions disclosed in the Annual Accounts for the Financial Year ended on March 31, 2018 and/or March 31, 2017 and/or March 31, 2016; and/or (b) the appointment or removal of Mr. Clayton Pinto as an employee, advisor or consultant of the Company and/ or its Subsidiaries
- (t) The incorporation or setting up of any subsidiary, joint venture, partnership or affiliated company or the divestment in full or part of any subsidiary or joint venture or affiliated company or interests in partnerships by the Company and/or any of its Subsidiaries;
- (u) Dissolving, winding up or liquidating the Company or any Subsidiary, whether or not voluntary or any restructuring or reorganization which has a similar effect or taking any steps in relation to the foregoing; and
- (v) Entering into any binding agreement to take any of the foregoing actions.

The Parties agree that consent of the Investor (and/or Investor Nominee Director) shall not be required under this Article 96 in relation to the following (each a “**Productive Asset Transaction**”):

- (a) any sale, transfer, lease or otherwise disposal of, or hire, purchase or acquisition, in any manner, of any Productive Asset, regardless of whether any such sale, transfer, lease, disposition, hire, purchase or acquisition has been previously approved in the Business Plan or Approved Budget; and/or
- (b) incurring or undertaking any Indebtedness or expenditure (including capital expenditure), or liability or granting any security, guarantee or indemnity in respect of such Indebtedness or expenditure or liability in relation to hire or lease or purchase or acquisition of any Productive Asset, regardless of whether the aforesaid has been previously approved in the Business Plan or Approved Budget; and/or
- (c) any single transaction or a series of transactions in relation to (a) and/or (b) above,

but excluding, in each case, any Productive Asset Transaction that is undertaken pursuant to or as a consequence of any merger or amalgamation of the Company or similar corporate restructuring transaction, each of which shall require the prior written consent of the Investor in the manner set out under this Article 96. It is expressly clarified that no separate consent or approval of the Investor and/or the Investor Nominee Director shall be required for any Productive Asset Transaction under the Shareholders' Agreement.

- (2) The agenda for any Board Meeting, Shareholders' Meeting or Committee meeting at which a Reserved Matter is proposed to be discussed ("**Subject Meeting**") shall specify in reasonable detail the action in relation to which consent is being sought ("**Proposed Action**") and necessary background and other information and/or supporting documents pertaining to such action, and the Company shall provide a copy of such notice, agenda and supporting documents to the Promoters and Investor, along with the notice convening the relevant Board Meeting, Shareholders' Meeting or Committee meeting or thereafter, provided that any such additional information and/or supporting documents are provided in compliance with applicable Law, and at a minimum, no later than 5 (five) days prior to the proposed date of the Subject Meeting.
- (3) The decision of the Investor in relation to the Proposed Action may be conveyed by way of a written notice issued by the Investor to the Company ("**Investor Response Notice**") prior to the date of the Subject Board Meeting, which decision shall then be binding on the Company and the Promoters. If the Investor, at its option, chooses not to issue an Investor Response Notice prior to the Subject Meeting, the decision of the Investor Nominee Director conveyed at the Subject Meeting (in the case of a Board Meeting or Committee meeting) or the decision of the Investor conveyed at the Subject Meeting (in the case of a Shareholders' Meeting) shall be binding on the Company and the Promoters. In relation to any Reserved Matter, an Investor Nominee Director may require that such matter be considered in a Shareholders' Meeting instead of at a Board Meeting or Committee meeting. In such a situation, neither the Board nor the relevant Committee shall not be authorized to take any decision in respect such Reserved Matter, and must refer such Reserved Matter to the Shareholders of the Company. In such an instance, the affirmative consent of the Investor shall be required (either through an Investor Response Notice issued prior to such Shareholders' Meeting or conveyed by the Investor at such Shareholders' Meeting) before the Company can be authorized to act in relation to such Reserved Matter.
- (4) The Investor hereby covenants and agrees that, if a resolution in respect of any matter (including any matter in respect of a Productive Asset Transaction) but other

than a Reserved Matter is proposed to be passed by the Shareholders, whether at a general meeting, or otherwise, the Investor shall exercise its vote in the same manner as cast by the Promoters in respect of each such matter. Further, the Investor shall refrain from exercising its vote in a manner which is contrary to the manner as cast by the Promoters in respect of each such matter (other than a Reserved Matter). The Company shall be record, in respect of all Equity Securities held by the Investor, a vote that is the same as the vote cast by the Promoters in respect of such matters.

- (5) Without prejudice to the foregoing, the Company shall procure that any actions taken or resolutions passed or commitments made in breach of this Article 96 shall be void *ab initio*, and all such actions, resolutions and commitments shall be unwound or terminated as soon as practicable.
- (6) The provisions of this Article 96 shall apply mutatis mutandis in any Subsidiary of the Company as may be established from time to time.

Proxy

- 97. (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. Member may vote in person or otherwise
- (2) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. Proxies when to be deposited
- 98. An instrument appointing a proxy shall be in the form as prescribed in the Rules. Form of proxy
- 99. 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: Proxy to be valid notwithstanding death of the principal

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

- 100. (1) The Board shall comprise of a maximum of 10 (ten) Directors and the constitution of the Board shall be as follows: Composition of Board of Directors
 - (ii) (i) up to a maximum of 2 (two) Directors appointed by the Investor (“**Investor Nominee Directors**”).
 - (iii) up to a maximum of 3 (three) Directors collectively appointed by the Promoters (collectively, the “**Promoter Nominee Directors**”) which includes Capt. Thomas Wilfred Pinto and;
 - (iv) up to 5 (five) independent Directors (“**Independent Directors**”).
- (2) Any Person appointed as a Director shall not have been disqualified under the Act. Appointment of Directors

	(3) Directors shall not be required to hold any qualification Equity Securities	Qualification Shares
101.	The first Directors of the Company were: (i) Capt. Thomas Wilfred Pinto (ii) Mr. Shamim Akhtar (iii) Mr. Piyush Kumar	First directors
102.	(1) Not less than two-thirds of the total number of directors including managing directors and whole time directors but excluding independent directors of the company shall be directors whose office shall be liable to retirement by rotation. At the first annual general meeting of company held next after the date of the general meeting at which the first directors are appointed in accordance with the provisions of the Companies Act and at every subsequent annual general meeting, one-third of such of the directors for the time being as are liable to retire by rotation, or if their number is neither three nor a multiple of three, then, the number nearest to one-third, shall retire from office of director. At the annual general meeting at which a director retires as aforesaid, the company may fill up the vacancy by appointing the retiring director or some other person thereto.	Rotation and retirement of Directors
103.	(2) The Investor Nominee Directors and Promoter Nominee Directors, if required to retire by rotation under the Act, shall be required to retire by rotation and shall be eligible for re-appointment to the Board in accordance with the provisions of the Act. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director of the Company.	Same individual may be Chairperson and Managing Director
104.	(1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.	Remuneration of Directors
	(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.	Remuneration to require members' consent
	(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them -	Travelling and other expenses
	(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or	
	(b) in connection with the business of the Company.	
105.	All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	Execution of negotiable instruments
106.	(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.	Appointment of additional directors
	(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.	Duration of office of additional director

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| 107. | (1) | The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. | Appointment of alternate director |
| | (2) | An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. | Duration of office of alternate director |
| | (3) | 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. | Re-appointment provisions applicable to Original Director |
| | (4) | The Investor and the Promoters shall also be entitled to nominate an alternate Director to each of the Investor Nominee Directors and/or the Promoter Nominee Directors (as applicable) in accordance with the Act and such alternate Director shall be entitled to receive all notices, attend all Board Meetings and exercise all voting rights of the respective Investor Nominee Directors/Promoter Nominee Directors when such Investor Nominee Director/ Promoter Nominee Director is not in attendance. | Appointment of alternate director by the Investor and Promoters |
| 108. | (1) | 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. | Appointment of director to fill a casual vacancy |
| | (2) | The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated. | Duration of office of Director appointed to fill casual vacancy |
| 109. | (1) | The Company shall, subject to the provisions of the Act and the Shareholders’ Agreement, be entitled to agree with any person, firm or corporation that he or it shall have the right to appoint his or its nominee (hereinafter referred to as a "Nominee Director") on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. The Corporation, firm or person shall be entitled, from time to time to remove any such director/s and appoint another or others in his or their places. He shall be entitled to the same right and privileges and be subject to the same obligation as any other director of the Company, subject to the privileges granted by the Act. In respect of the Promoter Nominee Directors and Investor Nominee Directors, subject to applicable Law, a Director (other than Capt. Thomas Wilfred Pinto) appointed by a party may only be removed from the Board or the Committees to which the Directors are appointed by such Party, in its sole and absolute discretion. Any vacancy occurring on the Board, with respect to any Director, by reason of death, disqualification, resignation, removal or the inability to act, shall be filled only by another nominee of the party whose Director has vacated the Board, at its sole discretion. Each party shall take, or cause to be taken, all actions necessary to cause the other party’s nominees to be elected to the Board of the Company as and when the other party proposes to nominate its Directors. | Nominee directors |
| | (2) | In order to effect any decision regarding appointment, replacement and/or removal of the Investor Nominee Director(s), the Investor may issue a written notice to the Company specifying its decision and providing, in the case of an appointment or replacement, the name and DIN of the nominee (“ Investor Nominee Director Notice ”). The Company and the Promoters shall procure that such appointment, | |

replacement and/or removal is effected, including the filings of appropriate forms with the ROC, as soon as practicable after receipt of the Investor Nominee Director Notice.

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| 110. | (1) | No Investor Nominee Director shall be liable for any action taken in the course of his / her duties and responsibilities as a Director other than on account of gross negligence or wilful default or breach of applicable Law by such Investor Nominee Director. The Investor Nominee Directors shall be non-executive directors on the Board and shall not be involved in the day-to-day management or conduct of the Company. The Investor Nominee Directors shall not be named in any correspondence, applications, licenses, approvals, compliance reports or otherwise as the person in charge of or responsible for the operations of the Company or compliance by the Company of any laws or licenses or as an “custodian” or an “officer who is in default”. The Company shall assert such position in any notice, reply, litigation or other proceedings in which any liability is sought to be attached to the Investor or the Investor Nominee Directors. The Compliance Officer shall be nominated as “officer who is in default” and “custodian” or “employers” or such other designations for the purpose of statutory compliance under applicable Law to ensure that no Investor Nominee Director incurs any liability in this regard. The Company shall comply with all applicable Law in connection with the operation of the Business, including all applicable environment and safety laws. | Investor
Directors | Nominee |
| | (2) | None of the Investor Nominee Directors may be appointed as a director or observer of any Competitor or a Person conducting a Competing Business in India, without the prior written approval of the Promoters. | | |
| 111. | | Capt. Thomas Wilfred Pinto shall act as Managing Director and Chairman of the Company and shall not be removed from the Board or be removed from his position as the Chairman or the Managing Director, unless such removal is effected: (i) to comply with the requirements of applicable Law; or (ii) pursuant to his having voluntarily resigned from such position. | Managing Director and
Chairman | |
| 112. | (1) | Any Independent Directors (other than those Independent Directors already appointed to the Board as on the Effective Date), shall be recommended by the Promoters, mutually approved by the Investor and Promoters, and thereafter appointed by the Board. | Independent Directors | |
| | (2) | All Independent Directors must, at all times during their appointment to the Board, satisfy all of the criteria for independent directors as prescribed under the Act. | | |
| | (3) | Any appointment, removal or replacement of any Independent Director, including the re-appointment of any Independent Director already on the Board as on the Effective Date, shall be recommended by the Promoters, mutually approved by the Investor and Promoters, and thereafter appointed by the Board. | | |
| Powers of Board | | | | |
| 113. | | The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the | General powers
of the Company
vested in Board | |

Board which would have been valid if such regulation had not been made.

114. Directors shall be entitled to examine the books, accounts and records of the Company and shall have free access, during the hours of 10.00 am to 06.30 pm, and with prior 7 (seven) days written notice to the Board (setting out a reasonable description of the nature of information sought), to any and all properties and facilities of the Company. The Company shall provide or cause to be provided such information relating to the business affairs and financial position of the Company, as the Directors may reasonably require and specified in the aforesaid notice. Directors' Access
115. Subject to applicable Law, each Director is irrevocably authorized by the Company to disclose to the Shareholder that has appointed or nominated such Director, any Confidential Information belonging to or concerning the Company, its Subsidiaries or their respective business and assets and financial position. Disclosure by Directors

Proceedings of the Board

116. (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. Subject to the provisions of the Act, the Board shall meet at least once every calendar quarter and in any event in intervals not more than 120 (one hundred and twenty) calendar days apart. When meeting to be convened
- (2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. Who may summon Board meeting
- (3) A Board Meeting may be convened by the chairperson of the Board or any other Director. At least 7 (seven) days' prior written notice of any Board Meeting shall be given to the Directors, provided always that a Board Meeting may, subject to applicable Law, be held at shorter notice with the consent of all Directors (including the Investor Nominee Directors and the Promoter Nominee Directors) in writing. Any notice convening a Board Meeting shall be accompanied by the agenda for such Board Meeting setting out, in detail, the business proposed to be transacted at such Board Meeting, and all documentation and information as may be necessary in order to enable an informed discussion on the matters contained in the agenda shall be mailed to the Directors after the dispatch of the notice but before the meeting and in order for such business to be transacted. Notice to convene Board Meeting
- (4) (a) Subject to the provisions of applicable Law, the quorum for all Board Meetings shall be at least 1/3rd of the total strength of the Board or 2 (two) Directors whichever is higher but including at least 1 (one) Promoter Nominee Director and 1 (one) Investor Nominee Director, present at the commencement of the Board Meeting and throughout the Board Meeting. Quorum for Board meetings
- (b) If, within half an hour of the time appointed for the Board Meeting, a quorum as required under (a) above is not present, such Board Meeting shall be adjourned and reconvened to be held on the date that falls 7 (seven) Business Days after such adjourned Board Meeting at the same time and place ("**First Adjourned Board Meeting**").
- (c) If, within half an hour of the time appointed for the First Adjourned Board Meeting, a quorum is not present, the Directors present (including at least 1 (one) Promoter Nominee Director) at such First Adjourned Board Meeting shall, subject to applicable Law constitute quorum; provided however that the Board shall not, at such First Adjourned Board Meeting be entitled to, take up, discuss

or consider: (i) any matters which are Reserved Matters, or (ii) any matters which were not originally listed as a part of the agenda for such Board Meeting.

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| (5) | The Directors may participate in Board Meetings by video conferencing or any other means of audio visual communication in accordance with the provisions of the Act. The quorum and other requirements applicable to Board Meetings attended by the Directors in person, shall apply to Board Meetings in which Directors participate by video conference or any means of audio visual communication as well. | Participation at Board meetings |
| (6) | <p>(a) The Board shall not, at any Board Meeting, take up or discuss any matter that is not expressly specified on the agenda for such Board Meeting unless a majority of the Directors present at such Board Meeting (which majority must include at least 1 (one) Investor Nominee Director and at least 1 (one) Promoter Nominee Director), agree to take up or discuss or approve such matter.</p> <p>(b) The Investor Nominee Director shall not seek to include on the agenda for any Board Meetings any matter in relation to the Company or any Subsidiary, including their respective businesses and/or operations, other than (a) to the extent required to enable compliance by the Investor or the Company or any Subsidiary with any applicable Law; or (b) in respect of any matters which constitute Reserved Matters which may be included by the agenda with the prior written consent of the Promoters.</p> | Agenda for Board Meetings |
| 117. | <p>(1) Each Director shall be entitled to exercise 1 (one) vote in respect of any matter to be voted upon by the Board. Subject to the provisions of the Act and other than as provided under Article 96, the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted Board Meeting.</p> <p>(2) The Chairman of the Board shall not have a casting vote.</p> | <p>Questions at Board meeting how decided</p> <p>No Casting vote at Board meeting</p> |
| 118. | The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. | Directors not to act when number falls below minimum |
| 119. | <p>(1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.</p> <p>(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their numbers to be Chairperson of the meeting.</p> | <p>Who to preside at meetings of the Board</p> <p>Directors to elect a Chairperson</p> |
| 120. | <p>(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.</p> <p>(2) In the event any committees are constituted by the Board, the Investor shall have the right to appoint at least 1 (one) Investor Nominee Director as a member of each such Committee. Subject to the foregoing, the majority directors on any Committee shall be recommended by the Promoters and appointed by the Board.</p> <p>(3) 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.</p> | <p>Delegation of powers</p> <p>Constitution of Committee</p> <p>Committee to conform to Board</p> |

		regulations
	(4) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing (if available), as may be prescribed by the Rules or permitted under law.	Participation at Committee meetings
121.	(1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.	Chairperson of Committee
	(2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	Who to preside at meetings of Committee
122.	(1) Each Committee shall meet at such intervals as may be agreed by the members of such Committee.	Committee to meet
	(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.	Questions at Committee meeting how decided
	(3) The Chairperson of the Committee shall not have a second or casting vote.	No Casting vote of Chairperson at Committee meeting
123.	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	Acts of Board or Committee valid notwithstanding defect of appointment
124.	The Board may act either in a meeting or through written circular resolution, or in any other legally permissible manner, on any matter, except with respect to matters, which by applicable Law may be acted upon solely at a Board Meeting. Subject to the provisions of the Act and other than as provided under Article 96, a written circular resolution shall be deemed to have been duly passed by the Board, if the resolution has been approved in writing by a majority of directors constituting the Board for the time being.	Passing of resolution by circulation
125.	The Company shall ensure that minutes of each Board Meeting are prepared and circulated to all Directors no later than 15 (fifteen) days following the date on which such Board Meeting was held, provided that: (i) the minutes of any Board Meeting shall not be considered final until at least 1 (one) Investor Nominee Director and at least (1) one Promoter Nominee Director approve the draft of the minutes, in writing; and (ii) any objections or comments raised by any Director are recorded in the minutes.	Minutes of Board Meeting

Contracts between the Director and Company

126.	Subject to the provisions of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials and services or for underwriting the subscription of any shares in or debentures of the Company; nor shall any such contract or arrangement entered into by or on the behalf of the Company with a relative of such Director, or a firm in
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which such Director is a Member or Director, be avoided; nor shall any Director so contracting be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding office or of the fiduciary relationship thereby established.

Management of the Company

127. The day to day administration and management of the Company shall be delegated by the Board (on terms agreed by the Board and recommended by the Promoters) to the management team of the Company, consisting of the Managing Director, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and such other senior professionals as may be agreed to by the Board from time to time in writing (collectively, the “**Management Team**”).

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

128. Subject to the provisions of the Act, -
- (a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- Chief Executive Officer, etc.
- Director may be chief executive officer, etc.

Business Plan and Annual Budget

129. (1) (a) A 5 (five) Financial Year rolling business plan for the Company (“**Business Plan**”), shall be adopted by the Company. The Business Plan for the first such 5 (five) year period commencing on and from April 1, 2019 and ending on March 31, 2024 shall be as set out in the Shareholders’ Agreement. The Business Plan shall be reviewed annually, and such annual revisions shall be mutually discussed between the Investor and the Management Team, however, any revision to the Business Plan shall be subject to the approval of the Board.
- (b) The Management Team shall prepare and present to the Investor, no later than 120 (one hundred twenty) days prior to commencement of a Financial Year, a written report analyzing the variance from the then current Business Plan, along with the proposed updated Business Plan for the next 5 (five) Financial Years commencing from the start of the immediately following financial year.
- (c) The Business Plan shall be finalized based on any inputs from the Investor and shall require the prior written approval of the Investor, prior to being tabled before the Board for approval. The Board shall approve the relevant Business Plan (for the next 5 (five) Financial Year period) prior to September 30 of each calendar year.
- (d) It is expressly agreed by the Investor that the Business Plan (or any variations or modifications thereof approved by the Board) shall be non-binding and neither the Company nor the Promoters shall be liable for any failure to achieve requirements of such Business Plan (in whole or in part).
- Business Plan

- (2) (a) The Company shall also have an annual operating budget for each Financial Year, which shall be approved by the Board (“**Annual Budget**”). The Annual Budget for the first such year commencing on and from April 1, 2019 and ending on March 31, 2020 shall be as set out in the Shareholders’ Agreement. The Annual Budget shall be reviewed annually, and the new Annual Budget adopted for each calendar year shall require the approval of the Board. Annual Budget
- (b) The Management Team shall prepare and present to the Investor, no later than 30 (thirty) days prior to the commencement of a Financial Year, a written report analyzing the variance from the then current Annual Budget, along with the proposed Annual Budget for the next financial year.
- (c) The Annual Budget shall be finalized based on any inputs from the Investor and shall require the approval of the Board. The Board shall approve the relevant Annual Budget (for the next financial year) prior to September 30 of each calendar year.

Governance

130. The Board of Directors shall appoint 1 (one) or more employee(s) of the Company as a compliance officer(s) (“**Compliance Officer(s)**”) who shall be in charge of and responsible for the compliance by the Company and any Subsidiaries with all applicable Laws as well compliance by the Company with all obligations of the Company and any Subsidiaries under Article 138. The Compliance Officer(s) shall be designated as an ‘officer in default’ or ‘employer’ or similar analogous designation and shall be charged with the duties and authorities customarily granted to such persons under applicable Laws. The employee(s) appointed by the Board of Directors as Compliance Officer(s) shall have academic qualifications as well as work experience and practical qualifications and experience sufficient for discharging the function of a Compliance Officer as envisaged above. The Compliance Officer(s) shall report to the Board of Directors.
131. The Compliance Officer(s) shall prepare and submit to the Board of Directors (in formats and at intervals as may be agreed by the Board of Directors), *inter alia*, regulatory risk matrix and steps to mitigate such risks, a report on updates or amendments in applicable Laws (if any) and its impact on the Company, a certificate issued to the Board of Directors confirming the compliance of the Company with all applicable Laws as well as with all of the Company’s obligations under Article 138, and such other reports and certificates as may be directed by the Board of Directors.
132. (1) The books and records of the Company and its Subsidiaries shall be kept in accordance with applicable Accounting Standards. The Company shall, and shall cause its Subsidiaries to, make and keep books, records and accounts that, in detail, accurately and fairly reflect all of the transactions and disposition of its assets as per the applicable Accounting Standards. The records shall include, quarterly-unaudited financial statements (including a balance sheet and statements of income and cash flows) prepared in accordance with applicable Accounting Standards. Accounts and Audit
- (2) The Company shall retain one of the Big 4 Accounting Firms as its statutory auditors, in accordance with applicable Law.
133. (1) Within the first 10 (ten) days of each Financial Year (or such other period as may be required by the Investor), the Company shall produce provisional annual financial statements (including a balance sheet, profit and loss statement, and cash flow statement, as well as the required notes to such financial statements) for the IFRS Reporting

preceding Financial Year in accordance with IFRS, and shall submit such provisional annual financial statements to FIHC. The Company shall submit audited annual financial statements, together with the auditor's report in accordance with IFRS, to FIHC within 90 (ninety) days of each Financial Year.

- (2) The Company shall also prepare, on a quarterly basis, within 10 (ten) days of the end of each financial quarter of the Company (or such other period as may be required by the Investor), provisional quarterly financial statements of the Company in accordance with IFRS, for submission to FIHC.
- (3) The Company shall, within 10 (ten) days after the end of each financial quarter of the Company, produce quarterly business performance report, in a format provided by FIHC prior to the end of the first financial quarter following the Effective Date.
- (4) The Company shall cooperate, and shall cause its Subsidiaries, officers, employees, and auditors to cooperate in preparing and auditing, as applicable, at FIHC's expense, any financial information that the FIHC may require and request in connection with any filings to be made by FIHC, in each case in accordance with the format provided by FIHC.
- (5) Further, the Company shall and the Promoters shall cause the Company to assist with the following information:
 - (a) Report of the Managing Director / Chief Executive Officer of the Company in relation to the business operations of the Company which shall be submitted to the Investor by the 12th of the month immediately following the end of every financial quarter;
 - (b) Supplemental data that assists the Investor, FIHC and their holding companies in completing its consolidated report including but not limited to cash flow;
 - (c) Closing of the Chief Executive Officer and Chief Financial Officer survey which requires that the management answer certain standard questions on a web based tool;
 - (d) Quarterly Chief Executive Officer and Chief Financial Officer certifications on the internal controls and accounting policy followed in a format provided by FIHC; and
 - (e) Financial information or any relevant data in a format mutually agreed between the Company and FIHC, for quarterly valuation and other reporting obligations of FIHC and its Affiliates.

134. (1) The Company shall, and the Promoters shall ensure that the Company, furnishes to the Investor and FIHC, information set out below in relation to the Company:
- (a) monthly management information system reports in relation to the cash flows of the Company (income and expenses of the Company) for the preceding calendar month within 7 (seven) days of the said calendar month;
 - (b) by September 30 of each calendar year: the approved Business Plan and approved Annual Budget (duly approved by the Investor and by the Board) shall be provided to the Investor. Further, assumptions for the Business Plan will be reviewed 5 (five) days prior to the end of each quarter for fair value accounting;

Reporting Requirements
/ Access to Books and
Accounts

- (c) a report analyzing the variance from the then current Annual Budget within 10 (ten) days from the end of the calendar year;
 - (d) quarterly operational reports (management information systems reports) for the Company within 10 (ten) days of the end of each quarter detailing the key operational performance indicators and statistics in a form reasonably satisfactory to the Investor;
 - (e) drafts of the minutes of all Board Meetings and Committee meetings of the Company, within 15 (fifteen) days of the concerned meeting, which will be confirmed and signed in the immediately following meeting;
 - (f) certified true copies of the minutes of all Shareholders' Meetings within 30 (thirty) days of the concerned meeting;
 - (g) a written notification setting out in sufficient detail, all material claims or litigations filed or threatened in writing by or against the Company or any of the Promoters, or any circumstances which may give rise to the same (including any claims, investigations or litigation relating to service deficiency or any claims, investigations or litigations by any Governmental Authority against either the Company), within 7 (seven) days from the date on which either the Company or the Promoters become aware of the same;
 - (h) a written notification of any withdrawal of any lending facility by a lender of any Company within 1 (one) day from the date on which the Company or any of the Promoters becomes aware of the same;
 - (i) a written notification of any receipt of any notice of breach of, or default under, or termination of, any material contract from a counterparty to such material contract, within a period of 3 (three) days from receipt of such notice by either the Company, the Promoters and/or the Subsidiaries of the Company, as the case may be;
 - (j) a written notification of any change in the Management Team of the Company within 1 (one) day from the date on which either the Company or any of the Promoters become aware of the same;
 - (k) copies of all documents and other information regularly provided to any other security holder of the Company, including any management or audit or investigative reports provided to any other security holder promptly after the preparation of such documents/ information; and
 - (l) explanation of any event or development at the Company, by way of a written notification, which has or could have a significant impact on the business, operations, profits, conditions (financial or otherwise), prospects, results of operations, properties, assets or liabilities of Company promptly, but not later than 7 (seven) days, after the Company or any of the Promoters become aware of such event or development; and
 - (m) such additional information as may be reasonably requested from time to time by the Investor within 7 (seven) days of making such request.
- (2) Upon prior written notice of 7 (seven) days, the Investor, FIHC and their respective Affiliates and each of their and their Affiliates' respective independent auditors, counsel, consultants or advisors (collectively, the "**Advisors**") shall, at its cost, have the right to access and review the books, records and financial statements of the

Company and its Subsidiaries during 10.00 am to 7.00 pm and the Company shall ensure that the Company and/or its Subsidiaries shall, upon receipt of such notice, provide the Investor, FIHC, their respective Affiliates and such Advisors, as the case may be with such information as may be reasonably requested. The Investor shall ensure that no Confidential Information is disclosed to any of the Advisors unless such Advisors have entered into confidentiality agreements with the Investor or unless such Advisors are already bound by confidentiality obligations owed to the Investor, FIHC and/or their respective Affiliates (as relevant), the confidentiality obligations contained in which are no less than stringent that the confidentiality obligations contained in the Shareholders' Agreement.

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| 135. | The Investor shall not be required to pledge or Encumber, in any manner, any of the Investor Securities to support the Company or any Indebtedness of the Company. The Investor shall not be required to extend any form of credit support to the Company or to guarantee, in any manner, any Indebtedness of the Company. | Credit Support |
| 136. | The Company hereby consents and will request its statutory auditor to consent, to the inclusion of such financial information of the Company (as mutually agreed between the Investor and the Promoters) in any regulatory filings of FIHC and/ or any of its Affiliates, under Canadian Securities Laws or as deemed necessary by FIHC or the Investor. | Inclusion of Information |
| 137. | The Company shall reasonably cooperate, and shall cause its respective Subsidiaries, officers, employees, and auditors to reasonably cooperate in preparing and auditing, as applicable, at the expense of FIHC, any financial information that FIHC or any of its Affiliates may request in connection with filings required under the Canadian Securities Laws or in connection with any Tax filings of FIHC or any of its Affiliates. | Cooperation |
| 138. | <p>(1) Each of the Company and its officers, directors and employees, acting in an official capacity for and on behalf of the Company, shall comply with all applicable anti-money laundering laws and all applicable Anti-Corruption Laws, including those prohibiting the Company and its officers and directors from taking corrupt actions in furtherance of an offer, payment, promise to pay or authorisation of the payment of anything of value, including cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to a public official, while knowing or having a reasonable belief that all or some portion will be used for the purpose of:</p> <ul style="list-style-type: none"> (a) influencing any act, decision or failure to act by a public official in his official capacity, (b) inducing a public official to use his influence with a government or instrumentality to affect any act or decision of such government or entity, or (c) securing an improper advantage, <p>in order to obtain, retain or direct business.</p> <p>(2) Neither the Company nor its officers, directors and employees, acting in an official capacity for and on behalf of the Company shall use, or permit the use of, the payments received, or to be received, by them from the Investor for any purpose that could constitute a violation of any applicable Law.</p> <p>(3) Insofar as representative or agents of the Company are concerned, the Company shall</p> | Ethical Practices |

not direct any such Person acting on behalf of the Company to undertake any act that is not in compliance with any applicable Law referred to in Article 138(1) and Article 138(2).

- (4) Neither the Company, nor any of its directors, officers, employees, Affiliates shall take any action, directly or indirectly, that would result in a violation by such persons of any anti-money laundering laws or any Anti-Corruption Laws, as amended, and the rules and regulations under it, including but not limited to, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorisation of the payment of any money, or other property, gift, promise to give, or authorisation of the giving of anything of value to any “foreign official” (as defined in applicable Anti-Corruption Laws) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the applicable Anti-Corruption Laws.
- (5) Neither the Company, nor any of its directors, officers, agents, employees, Affiliates or other Persons acting for or on their behalf, shall whether directly or indirectly use any consideration paid by the Investor pursuant to the Shareholders’ Agreement or any Transaction Documents (or any part thereof), or lend, contribute or otherwise make available such consideration (or any part thereof) to any subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC. The Company is not identified on the Prohibited Lists or are not, in any other way, a target of the prohibitions on financial transactions with United States persons. The Company shall not engage in a transaction which is documented in writing (as an agreement or otherwise) with Burma (Myanmar), Western Balkans, Belarus, Cote d’Ivoire, Cuba, Democratic Republic of the Congo, Iran, Iraq, Liberia (Former Regime of Charles Taylor), Lebanon, North Korea, Sudan, Syria or Zimbabwe or with a national of any of these countries, or with any Person listed on the most recently published “Specially Designated Nationals” list of the U.S. Treasury Department as an agent of any of the countries listed in this sentence.

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| 139. | <ul style="list-style-type: none"> (1) Any and all transactions entered into by the Company or any Subsidiary with any Related Parties on or after the Effective Date shall be on an arm’s length basis. If any Related Party shall provide any finance to the Company, the same shall be on terms not less favourable than that may be provided by an external lender. (2) Further, the Company shall ensure that it does not and its Subsidiaries do not enter into any transaction or agreement with third parties in which any Director or key managerial personnel of the Company and/ or its Subsidiaries or Related Party has a material interest unless such transaction or agreement is on an arm’s length basis. (3) In the event the Company proposes to enter into any transactions with Related Parties, the same shall be undertaken with the prior written approval of the other un-interested shareholder. (4) Any transaction, which is entered into by the Company with any Person at any time after the Effective Date, shall be on an arm’s length basis. | Related
Transactions | Party |
| 140. | All matters set out in Articles 130 to 139 shall apply <i>mutatis mutandis</i> to the Subsidiaries of the Company. | Subsidiaries | |

Rights of the Investor

- 141. If the Investor (together with its Affiliates) ceases to hold the Minimum Shareholding, all rights and obligations of the Investor and its Affiliates under the

Shareholders' Agreement other than the following rights (and all rights appurtenant thereto) shall forthwith cease and have no effect:

- (a) right to receive notices of the Shareholders' Meetings under Article 75(1);
- (b) right to receive reporting under Articles 133 and 134; and
- (c) right to be indemnified as per Clause 13.6 of the Shareholders' Agreement.

Registers

142. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. Statutory registers
143. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. Foreign register
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

144. (1) The Board shall provide for the safe custody of the seal. The seal, its custody and use
- (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. Affixation of seal
- (3) However, in case of necessity, the seal shall be affixed in the presence of the Chairman or Managing Director by himself and witnessed by himself. Affixation of seal by the Chairman or Managing Director

Secrecy

145. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge

himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Act.

Inter-corporate investment

146. All moneys carried to the reserves shall nevertheless remain and be the profits of the Company available. Subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all other moneys of the Company not immediately required for the purpose of the Company may, subject to the provisions of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or be kept at any Bank or deposit or otherwise as the Board may from time to time think proper.

Dividends and Reserve

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| 147. | The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. | Company in general meeting may declare dividends |
| 148. | Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. | Interim dividends |
| 149. | (1) 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 applied 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. | Dividends only to be paid out of profits |
| | (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. | Carry forward of profits |
| 150. | (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. | Division of profits |
| | (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. | Payments in advance |
| | (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. | Dividends to be apportioned |
| 151. | (1) The Board may deduct from any dividend payable to any member all sums of money, | No member to |

	if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
	(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	Retention of dividends
152.	(1) 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, or to such person and to such address as the holder or joint holders may in writing direct.	Dividend how remitted
	(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment
	(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Discharge to company
153.	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.	Receipt of one holder sufficient
154.	No dividend shall bear interest against the Company.	No interest on dividends
155.	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends

Accounts

156.	(1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.	Inspection by directors
	(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.	Restriction on inspection by members

Winding up

157.	Subject to the applicable provisions of the Act and the Rules made thereunder -	Winding up of company
	(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind	

or not.

- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity and Insurance

158. (1) (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Directors and officers right to indemnity
- (b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (c) Subject to the provisions of applicable Law and these Articles, the Company shall indemnify, defend and hold harmless each of the Directors promptly upon demand at any time and from time to time, from and against any and all Losses to which such Directors may become subject, including Losses pursuant to any Claim against the Directors or to which the Directors are made a party, insofar as such Losses arise out of, in any way relate to, or result from the Directors holding a position on the Board and Committees and/or otherwise from the Directors' current or past association with the Company other than on account of gross negligence or wilful default by such Directors or breach of applicable Law by such Director.
- (2) The Company shall obtain and maintain adequate Directors & Officers Insurance Policies for the Directors of the Company, with a cumulative cover as agreed by the Board and acceptable to the Investor and the Promoters, to be covered from and against: Insurance
- (a) any act, omission or conduct of or by the Company, the Shareholders or the employees or agents of the Company as a result of which, in whole or in part, the Directors are made a party to, or otherwise incurs any Loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct;
 - (b) any action undertaken or omission by the Directors at the request of or with the consent of the Company or any of the Shareholders;
 - (c) contravention of any applicable Law, including law relating to provident

fund, gratuity, labour, environment and pollution; and any action or proceedings against the Directors in connection with any such contravention or alleged contravention; or

- (d) any Losses arising out of, in relation to or resulting from such Directors' performance of their duties and responsibilities as Directors.

General Power

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| 159. | Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. | General power |
| 160. | Notwithstanding anything in these Articles of Association, the provisions of the Shareholders' Agreement shall prevail over anything to the contrary in these Articles of Association and the provisions of the said Agreement shall be deemed to have been incorporated in these Articles of Association as if set out herein in its entirety (and for avoidance of doubts, any reference to these Articles of Association shall also include a reference to the provisions of the said Agreement). | Shareholders' Agreement |

PART B

TABLE 'F' EXCLUDED

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| 1. | (1) | The regulations contained in the Table marked 'F' in Schedule I of the Companies Act, 2013, shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. | Table 'F' not to apply |
| | (2) | The regulations for the management of the Company and for the observance by the members thereto and their representatives be such as are contained in these Articles, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013. | Company to be governed by these Articles |

Interpretation

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| 2. | (1) | In these Articles – | |
| | | (jjj) "Act" means the Companies Act, 2013 (including the applicable rules thereof), or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. | "Act" |
| | | (kkk) "Accounting Standards" means the generally accepted accounting standards and principles which are recommended by the Institute of Chartered Accountants of India and used by companies in India in the preparation of their financial statements from time to time and consistently applied and shall also include such other accounting standards and principles as may be made applicable from time to time under applicable Law. | "Accounting Standards" |
| | | (lll) "Affiliate" of a Person (the "Subject Person") means (a) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, (b) in relation to a natural person, (i) any other Person that, either directly or indirectly, is Controlled by the Subject Person, , (ii) the spouse of such Subject Person, (iii) any private family trust, the sole beneficiaries of which are the Subject Person and/or their son (and/or his spouse and/or their children, if any); and (iv) the son of the Subject Person (and/or his spouse). | "Affiliate" |
| | | (mmm) "Anti-Corruption Laws" means all laws and regulations relating to anti-bribery or anti-corruption (including without limitation, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, and the Prevention of Corruption Act, 1988 of India, as amended). | "Anti-Corruption Laws" |
| | | (nnn) "Articles" or "AOA" means these Articles of Association of the Company or as altered from time to time. | "Articles" or "AOA" |
| | | (ooo) "Big 4 Accounting Firm" means each of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; or (d) EY (formerly, Ernst & Young) and includes, in each case, the Indian affiliates of the foregoing. | "Big 4 Accounting Firm" |
| | | (ppp) "Board of Directors" or "Board" means the board of Directors of the Company, as constituted from time to time, in accordance with applicable Law, | "Board of Directors" or "Board" |
| | | (qqq) "Board Meeting" means any meeting of the Board, as convened from time to time, in accordance with applicable Law, . | "Board Meeting" |

(rrr)	“Business” means the business of establishing, maintaining and operating shipping and water transport services and all other shipping operations, including, business of owning and operating oil and gas ships, vessels, carriers catering to the movement of petroleum, gas, oil products or any other liquid cargoes in Indian coastal waters and international waters including other allied services of chartering and shipping agency.	“Business”
(sss)	“Claim” means, in relation to a Person, any action, demand (including interim demand), notice, communication, order, legal action, claim, proceeding, suit, litigation, prosecution, mediation, arbitration or enquiry, whether civil, criminal, Tax, administrative or investigative or otherwise and whether formal or informal, made or brought by or against the Person, however arising and whether present, unascertained, immediate, future or contingent.	“Claim
(ttt)	“Company” means Seven Islands Shipping Limited.	“Company”
(uuu)	“Consent” means any notice, consent, approval, authorization, waiver, permit, grant, concession, clearance, license, certificate, exemption, order, registration declaration, filing, report or notice, of, with or to, as the case may be, by any Person (including any Governmental Authority).	“Consent”
(vvv)	“Control” (together with its correlative meanings, “Controlled by” and “under common Control with”) means, with respect to any Person (the “Subject Person”), the possession, directly or indirectly, of power to direct or cause the direction of management or policies of the Subject Person or through the power to appoint more than half of the board of directors, partners or equivalent governing body directly or indirectly, whether through the ownership of the vote carrying securities, rights as to voting by contract or otherwise howsoever..	“Control”
(www)	“Director” means any director of the Company, including alternate directors, appointed in accordance with the applicable Law,.	“Director”
(xxx)	“Encumbrance” (together with its correlative meanings, “Encumber” and “Encumbered”) with respect to any property or asset or security means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including 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 under applicable Law, (b) any option, pre-emptive right, right of first offer, refusal or transfer restriction, including any non-disposal undertaking or lock-in, in favour of any Person, and (c) any adverse claim as to title, possession or use.	“Encumbrance”
(yyy)	“Equity Securities” means Equity Shares or any other securities, debentures, warrants or options that are, directly or indirectly convertible into, or exercisable or exchangeable into or for Equity Shares.	“Equity Securities”
(zzz)	“Equity Share Capital” means the total issued equity share capital of the Company, calculated on a Fully Diluted Basis at such relevant time.	“Equity Share Capital”
(aaa)	“Equity Shares” means the equity shares of the Company having a face value of INR 10 (Rupees ten) per equity share, and 1 (one) vote per equity share issued from time to time, together with all the rights, obligations, title and interest in and to such shares..	“Equity Shares”
(bbb)	“Fully Diluted Basis” means, in reference to any calculation of the share capital of any Person, that the calculation should be made in relation to the equity share capital of such Person on a particular date, assuming that all outstanding	“Fully Diluted Basis”

convertible preference shares or debentures, options (and in the case of employee stock options, only options that have vested but not any unvested options), warrants and other equity securities convertible into or exercisable or exchangeable for equity shares of such Person (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged to the maximum number of equity shares possible under the terms thereof.

- (ccc) “Governmental Approval” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice, of, with or to, as the case may be, any Governmental Authority. “Governmental Approval”
- (ddd) “Governmental Authority” means any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any agency, department, board, commission or instrumentality of India or any political subdivision thereof or any other jurisdiction, any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange exercising powers conferred by Applicable Law and shall include, without limitation, the Reserve Bank of India. “Governmental Authority”
- (eee) “IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada. “IFRS”
- (fff) “Indian Rupees”, “INR” and “Rs.” each mean the lawful currency of the Republic of India. INR
- (ggg) “Law” means all applicable provisions of any or all (a) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, circulars, ordinances or orders of any Governmental Authority, (b) Governmental Approvals, (c) orders, decisions, directions, injunctions, judgments, guidelines, policies, awards and decrees of or agreements with any Governmental Authority, (d) rules of any stock exchange, (e) international treaties, conventions and protocols, and (f) Accounting Standards or any other generally accepted accounting principles, (f) guideline, policy, requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction, applicable to the Company or its Affiliates, in force from time to time. “Law”
- (hhh) “Loss” or “Losses” means all actual and direct losses, claims, costs, penalties, fines, fees, Taxes, expenses, damages, judgments, awards, settlements or demands that are imposed upon or otherwise incurred, suffered or sustained by the relevant Party, including interest with respect thereto and reasonable out-of-pocket expenses, including with respect to reasonable expenses for attorneys, accountants, consultants or experts, however, excluding any loss of profit, economic losses, consequential losses, special losses, or indirect losses; provided that Loss or Losses shall specifically exclude loss of profits, economic losses consequential losses or indirect losses. “Loss”
- (iii) “Person” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization (whether registered or not and whether or not having separate legal personality). “Person”

- (jjjj) “Productive Assets” means (a) ocean going ships, ocean going vessels, and any assets used at the port side for the operations of the Business; (b) any movable assets that are directly utilized and reasonably required for the operations of the Business; (c) any office premises, the value or acquisition cost of which is lower than INR 100,000,000 (Rupees one hundred million); (d) any office premises, the value or acquisition cost of which is lower than INR 250,000,000 (Rupees two hundred fifty million) and which are located immediately adjacent to any existing office premises of the Company and/or any Subsidiary, as relevant; and (d) any immovable assets, other than office premises, the value or acquisition cost of which is lower than INR 100,000,000 (Rupees one hundred million). “Productive Assets”
- (kkkl) “Related Party” shall have the meaning ascribed to it in the Act. “Related Party”
- (llll) “Relative” shall have the meaning ascribed to it in the Act. “Relative”
- (mmmm) “Relevant Shareholder” means any person holding such number of Equity Securities representing at least 10% of the Equity Share Capital on a Fully Diluted Basis. “Relevant Shareholder”
- (nnnn) “Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act. “Rules”
- (oooo) “seal” means the common seal of the Company “Seal”
- (pppp) “Shareholder” means a holder of at least 1 (one) Equity Share in the Company; “Shareholder”
- (qqqq) “Shareholders’ Meeting” means any meeting of the Shareholders of the Company, including annual general meetings as well as extraordinary general meetings of the Shareholders of the Company, convened from time to time in accordance with applicable Law, and following the Completion, in accordance with applicable Law. “Shareholders’ Meeting”
- (rrrr) “Subsidiary” means a ‘subsidiary’ (as defined under the Act) of the Company, and “Subsidiaries” shall be construed accordingly. “Subsidiary”
- (ssss) “Transfer” means, directly or indirectly, selling, giving, assigning, transferring any interest in trust, alienating, creating an Encumbrance over, any right, title or interest therein or otherwise dispose of securities, shares or interests in any manner whatsoever voluntarily or involuntarily. “Transfer”
- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. “Number” and “Gender”
- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. Expressions in the Articles to bear the same meaning as in the Act
- (4) Subject to applicable law and appropriate corporate approvals, including but not limited to approval of the shareholders of the Company by way of a special resolution following the listing and trading of Shares on any recognized stock exchange pursuant to an initial public offering of Equity Shares of the Company each Relevant Shareholder shall, in addition to the rights available to the Shareholders, have the rights set out in Articles 61, 94, 104, 108, 113(4), 131 and 132.

Share Capital and variation of rights

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| 3. | Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. Subject to the provisions of the Act, the Board is also empowered to give to any person or persons the option or right to call for any shares either at par or premium or at a discount, during such time and for such consideration as the Board thinks fit. Provided that option or right to call for shares shall not be given to any person or persons without the sanction of the Company in the general meeting. | Shares under control of Board |
| 4. | Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. | Allotment of shares otherwise than for cash |
| 5. | <p>The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws thereto:</p> <p>(a) Equity share capital:</p> <p style="padding-left: 20px;">(i) with voting rights; and / or</p> <p style="padding-left: 20px;">(ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p>(b) Preference share capital</p> | Kinds of Share Capital |
| 6. | <p>(1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission, sub-division, consolidation or renewal of any of its Shares as the case may be or within such other period as the conditions of issue shall provide -</p> <p>(a) One certificate for all his shares without payment of any charges; or</p> <p>(b) Several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.</p> <p>(2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.</p> | Issue of certificate |
| 7. | A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state (if available) with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. In such a situation, the rights and obligations of the parties concerned and matters connected therewith shall be governed by the provisions of the Depositories Act, 1996, as amended (“ Depositories Act ”) from time to time, or any statutory modification thereto or re-enactment thereof. | Option to receive share certificate or hold shares with depository |
| 8. | If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, transmission, sub-division, | Issue of new certificate in place of one defaced, |

consolidation or renewal 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. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.

lost or destroyed

Provided that notwithstanding what is stated above, the Board shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other act, or rules applicable thereof in this behalf.

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| 9. | The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. | Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures etc. |
| 10. | (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. | Power to pay commission in connection with securities issued |
| | (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules. | Rate of commission in accordance with Rules |
| | (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. | Mode of payment of commission |
| 11. | (1) 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 such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act. | Variation of members' rights |
| | (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply. | Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting |
| 12. | 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 <i>pari passu</i> therewith. | Issue of further shares not to affect rights of existing members |
| 13. | Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. | Power to issue redeemable preference shares |
| 14. | (1)(A) Where at any time the Board or the Company, as the case may be, propose to increase the subscribed capital by the issue of further shares then such shares shall be offered, subject to the provisions of section 62 of the Act, and the rules made thereunder:— | Further issue of share capital |
| | (a) To persons who, at the date of offer, are holders of equity shares of the Company in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer; | |

(b) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days or such lesser number of days as may be prescribed under law and not exceeding thirty days from the date of the offer, within which the offer if not accepted, shall be deemed to have been declined;
; or

(c) The offer aforesaid shall 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 aforesaid clause shall contain a statement of this right.

After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines

(d) to accept the shares offered, the Board of Directors may dispose of them in such manner which is not dis- advantageous to the shareholders and the Company;

(B) Nothing in clause (b) of 1 (A) above shall be deemed;

(i) to extend the time within which the offer should be accepted; or

(ii) to authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

(C) The new shares may be offered to employees under a scheme of employees' stock option, subject to special resolution passed by the Company and on satisfying other conditions as prescribed by the Act and the Rules, and other regulations made in this regard under any of the laws.

(D) The new shares may also be offered to any persons, whether such persons include persons mentioned in clause (A) and (C) of this Article, if it is authorised by a special resolution, either for cash or for consideration other than cash, if the price of such share is determined by the valuation report of a registered valuer, and such other conditions as prescribed by the Act and the Rules, and other regulations made in this regard under any of the laws are satisfied.

(E) Nothing in this article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company.

(F) The provisions contained in this Article shall, to the extent applicable, be subject to the provisions of Section 42 and Section 62 of the Act, the Rules and the applicable provisions of the Act.

(2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Mode of further issue of shares

Lien

15. (1) The Company shall have a first and paramount lien -

Company's lien on shares

(a) On every share/debenture (not being a fully paid share/debenture), for all monies (whether presently or not) called, or payable at a fixed time, in respect

of that share; and

- (b) On all shares/debentures (not being fully paid shares/debentures) standing registered in the name of a member (whether solely or jointly with others), called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

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| (2) | The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. | Lien to extend to dividends, etc. |
| (3) | Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien. | Waiver of lien in case of registration |
| (4) | Notwithstanding anything contained above, the fully paid shares will be free from all lien, while in the case of partly paid shares, the company's lien, if any, will be restricted to moneys called or payable at a fixed time in respect of such shares. | |
| 16. | <p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:</p> <p>Provided that no sale shall be made -</p> <p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.</p> | As to enforcing lien by sale |
| 17. | <p>(1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.</p> <p>(4) 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 with reference to the sale.</p> | <p>Validity of sale</p> <p>Purchaser to be registered holder</p> <p>Validity of Company's receipt</p> <p>Purchaser not affected</p> |
| 18. | <p>(1) 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 lien exists as is presently payable.</p> <p>(2) 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.</p> | <p>Application of proceeds of sale</p> <p>Payment of residual money</p> |
| 19. | In exercising its lien, 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 unless required by any statute) be bound to | Outsider's lien not to affect Company's lien |

recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

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| 20. | The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to lien to apply <i>mutatis mutandis</i> to debentures etc. |
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Calls on shares

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| 21. | (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. | Board may make calls |
| | (2) Each member shall, subject to receiving at least 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. | Notice of call |
| | (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances. | Board may extend time for payment |
| | (4) A call may be revoked or postponed at the discretion of the Board. | Revocation or postponement of call |
| 22. | A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments. | Call to take effect from date of resolution |
| 23. | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. | Liability of joint holders of shares |
| 24. | (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board. | When interest on call or installment payable |
| | (2) The Board shall be at liberty to waive payment of any such interest wholly or in part. | Board may waive interest |
| 25. | (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. | Sums deemed to be calls |
| | (2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | Effect of non-payment of sums |
| 26. | The Board - | Payment in anticipation of calls may carry interest |
| | (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and | |
| | (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be | |

fixed by the Board.

Nothing contained in this clause shall confer on the member

- (i) any right to participate in profits or dividends; or
- (ii) any voting rights in respect of the moneys so paid by him

until the same would, but for such payment, become presently payable by him.

The provisions of these Articles shall *mutatis mutandis* apply to the calls on debentures of the Company.

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| 27. | If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be registered holder of the share or the legal representative of a deceased registered holder. | Installments on shares to be duly paid |
| 28. | All calls shall be made on a uniform basis on all shares falling under the same class. | Calls on shares of same class to be on uniform basis |
| 29. | Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. | Partial payment not to preclude forfeiture |
| 30. | The provisions of these Articles relating to calls shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to calls to apply <i>mutatis mutandis</i> to debentures etc. |

Transfer of shares

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| 31. | A common form of transfer shall be used. A company shall not register a transfer of securities of the company, other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer/common form of transfer in writing as prescribed in the Rules made under sub-section (1) of Section 56 of the Act, duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the company by the transferor or the transferee within a period of sixty days from the date of execution, along with the certificate relating to the securities, or if no such certificate is in existence, along with the letter of allotment of securities. | Instrument of transfer to be executed by transferor and transferee |
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Provided that where the instrument of transfer/ common form of transfer has been lost or the instrument of transfer/ common form of transfer has not been delivered within the prescribed period, the company may register the transfer on such terms as to indemnity as the Board may think fit.

No instrument of transfer/ common form of transfer shall be necessary as regards transfer of shares or other securities held in dematerialized form and such transfers shall be registered in accordance with the applicable regulations of the Depositories Act, 1996.

Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may

register the transfer on such terms as to indemnity as the Board may think fit.

Nothing in this Article shall prejudice the power of the company to register, on receipt of an intimation of transmission of any right to securities by operation of law from any person to whom such right has been transmitted.

32. A transfer of any security or other interest in the Company of a deceased Member thereof made by his legal representative shall, although the legal representative is not himself a Member, be as valid as if he had been a Member at the time of the execution of the instrument of transfer. Transfer by legal representative
33. The Board may, subject to the right of appeal conferred by the Act decline to register - Board may refuse to register transfer
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve;
 - (b) any transfer of shares on which the Company has a lien; or
 - (c) The Company shall within thirty days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.
34. In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless - Board may decline to recognize instrument of transfer
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) The instrument of transfer is in respect of only one class of shares.
35. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Transfer of shares when suspended
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
36. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. Provisions as to transfer of shares to apply *mutatis mutandis* to debentures etc.

Transmission of shares

37. (1) On the death of a member, the survivor/s where the member was a joint holder, and his nominee/s or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in his shares. Title to shares on death of a member

	(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Estate of deceased member liable
38.	(1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either - (a) to be registered himself as holder of the share; or (b) to make such transfer of the share as the deceased or insolvent member could have made.	Transmission Clause
	(2) 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 has transferred the share before his death or insolvency.	Board's right unaffected
	(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.	Indemnity to the Company
39.	No fee shall be charged for transfer, transmission of shares/other securities. No fee shall be charged for registering probate, succession certificate, letter of administration, certificate of death or marriage, power of attorney or similar other documents.	Fee on transfer/transmission
40.	(1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.	Right to election of holder of share
	(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.	Manner of testifying election
	(3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.	Limitations applicable to notice
41.	A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.	Claimant to be entitled to same advantage
42.	The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures etc.

Forfeiture of shares

43.	If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time	If call or installment not paid notice must be
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	thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	given
44.	The notice aforesaid shall:	Form of notice
	(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and	
	(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.	
45.	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the board to that effect.	In default of payment of shares to be forfeited
46.	Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other monies payable in respect of the forfeited shares and not actually paid before the forfeiture. The Company shall comply with the provisions of the Act in respect of any dividend remaining unpaid or unclaimed with the Company.	Receipt of part amount or grant of indulgence not to affect forfeiture
47.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
48.	The forfeiture of a share shall involve extinction at the time of forfeiture; of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
49.	(1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed off either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold etc.
	(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of forfeiture
50.	(1) 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, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.	Members still liable to pay money owing at the time of forfeiture
	(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.	Member still liable to pay money owing at time of forfeiture and interest

	(3)	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.	Cesser of liability
51.	(1)	A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;	Certificate of Forfeiture
	(2)	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed off;	Title of purchaser and transferee of forfeited shares
	(3)	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
	(4)	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not affected
52.		Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
53.		Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificate in respect of forfeited shares
54.		The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.	Surrender of share certificates
55.		The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Sums deemed to be calls
56.		The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures etc.

Dematerialisation of securities

57.		Either the Company or the shareholders may exercise an option to issue or hold the securities (including shares) with a depository in electronic form in which event the rights and obligations of the concerned and the matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996, and allied laws and regulations as amended from time to time or any statutory modification thereto or re-enactment thereof.
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Alteration of capital

58. Subject to the provisions of the Act, the Company may, by ordinary resolution - Power to alter share capital
- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
 - (c) 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;
 - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (e) 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.
59. Where shares are converted into stock: Shares may be 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 Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; Right of stock-holders
 - (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.
60. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — Reduction of Capital
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any securities premium account; and/or
 - (d) any other reserve in the nature of share capital

Anti – Dilution

61. The Company shall not, without the prior approval of the Board, issue any Equity Securities of any type or class to any Person (“**Proposed Issuance**”) unless the Company has offered each of the Relevant Shareholders the right to subscribe for up Anti-dilution

to such number of Equity Securities as would result in the percentage of the Relevant Shareholders' shareholding in the Company, immediately following the completion of the Proposed Issuance, on a Fully Diluted Basis, being maintained at the same percentage as the percentage of the Relevant Shareholders' shareholding in the Company immediately prior to the completion of the Proposed Issuance, on a Fully Diluted Basis ("**Relevant Shareholder's Pro Rata Share**") in accordance with Article 63. Each of the Relevant Shareholders may, subject to applicable Law, choose to exercise such right itself or through an Affiliate.

62. Process:

- (a) The Company shall, no later than 7 (seven) business days prior to the date on which the Proposed Issuance is intended to be undertaken, deliver to each Relevant Shareholder a written notice ("**Offer Notice**") in relation to the Proposed Issuance setting forth (i) the number, type and terms of the Equity Securities proposed to be issued pursuant to the Proposed Issuance ("**New Securities**"), including the subscription consideration payable for the subscription for such New Securities, and (ii) the number of New Securities that represents the Relevant Shareholder's Pro Rata Share of the Proposed Issuance and for which the Relevant Shareholder is entitled to subscribe. Process to issue equity securities to the Relevant Shareholder under Article 62 Anti-Dilution
- (b) Each Relevant Shareholder may, if it elects to exercise its rights under Article 62 and Article 63, deliver a written notice to the Company, within 1 (one) Business Day from the date of the Offer Notice ("**Offer Period**"), specifying the number of New Securities to be subscribed to by it and the aggregate subscription price payable by it for the subscription to such New Securities. The Company and/or the Relevant Shareholders, as the case may be, shall apply for and obtain all such consents as may be applicable, and take all necessary corporate actions as may be required to issue the New Securities that each Relevant Shareholder has elected to subscribe for, to the Relevant Shareholder within 30 (thirty) Business Days from the date of the Offer Notice, and in any event, simultaneously with the completion of the issuance of New Securities to any other Person pursuant to the Proposed Issuance.
- (c) If a Relevant Shareholder does not elect to subscribe for all of the New Securities representing such Relevant Shareholder's Pro Rata Share of the Proposed Issuance, the Company may, at its election following the expiration of the Offer Period and within a period of 3 (three) months from the date of the Offer Notice, issue any remaining New Securities that the Relevant Shareholder has not elected to subscribe for, to any Person pursuant to the Proposed Issuance at a price and upon terms not more favourable to such Person than those contained in the Offer Notice. In the event the Company has not completed the Proposed Issuance within 3 (three) months from the date of the Offer Notice, the Company shall not thereafter issue any Equity Securities to any Person without first being required to re-offer each of the Relevant Shareholders the right to subscribe to such Equity Securities in accordance with Article 62 and Article 63.

Joint Holders

63. Where two or more persons are registered as joint-holders of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles: Joint-holders

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| (a) | The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share. | Liability of Joint-holders |
| (b) | On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. | Death of one or more joint-holders |
| (c) | Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share. | Receipt of one sufficient |
| (d) | Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders. | Delivery of certificate and giving of notice to first named holder |
| (e) | (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. | Vote of joint-holders |
| | (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders. | Executors or administrators as joint holders |
| (f) | The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names. | Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures etc. |

Power to borrow

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| 64. | (1) The Board may from time to time subject to the applicable provisions of the Act, at their discretion raise or borrow any sum or sums of money for the purpose of the Company and may secure payment or re-payment of same in such manner and upon such terms and conditions in all respect as may be prescribed by the Board, in particular by the creation of any mortgage or charge or other encumbrances on any of the immovable properties of the company or hypothecation, pledge or charge on and over the Company's stocks, book debts and other movable properties. | Borrowing powers and creation of charge, mortgages etc. |
| | (2) The Board may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions as they think fit and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture-stock or any mortgage, charge or other security on the undertaking of the whole or any part of the property (both movable and immovable) of the Company both present and future including its uncalled capital for the time being or by giving, accepting or endorsing on behalf of the Company any promissory notes, bills of exchange or other negotiable instruments and no debenture shall carry any voting right whether generally or in respect of any particular class or classes of business. | Various forms for securing the payments |
| | (3) Subject to the applicable provisions of the Act, if any Director or any other person shall become personally liable for the payment of any sum primarily due from the | Indemnity to secure the Directors |

Company, the Board may execute or cause to be executed any mortgage, charge or security cover for effecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or any person so becoming liable, as aforesaid, from any loss in respect of such liability.

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| 65. | Subject to applicable provisions of the Act and its corresponding rules, if any, the Company may receive deposits on such terms and conditions and bearing interest at such rates as the Board may decide and fix and which may be made payable monthly, quarterly, half yearly or yearly. | Deposits |
| 66. | The Directors may by resolution passed at the meeting of Board raise or secure the payment or re-payment of any monies borrowed in such a manner and upon such terms and conditions in all respects as they think fit in particular, by the issue of bonds or debenture of the company or any mortgage, charge or any other securities on all or any part of the undertaking or property of the Company. | Conditions of borrowing |
| 67. | Subject to the provision of the Act, any bonds, debentures, debenture stock or other debt securities may be issued at a discount, premium or at such price as may be decided by the Board and with any special privileges as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of Directors or otherwise. Provided that debentures with the right to conversion into or allotment of shares or conversion into equity shares shall be issued only with the consent of the Company in the general meeting by a special resolution. | Mode of issuance of debt securities |

Capitalisation of profits

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| 68. | <p>(1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve -</p> <p>(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</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> | Capitalisation |
| | <p>(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:</p> <p>(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;</p> <p>(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).</p> | Sum how applied |
| | <p>(3) A securities premium account and a capital redemption reserve account or any other permissible 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;</p> | |
| | <p>(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.</p> | |

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| 69. | (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - | Powers of the Board |
| | (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and | for capitalisation |
| | (b) generally do all acts and things required to give effect thereto. | |
| | (2) The Board shall have power - | |
| | (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and | Board's power to issue fractional certificate / coupon etc. |
| | (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities 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. | |
| | (3) Any agreement made under such authority shall be effective and binding on such members. | Agreement binding on members |

Buy-back of shares

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| 70. | Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. | Buy-back of shares |
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General meetings

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| 71. | The Company shall hold at least 1 (one) General Meeting in each calendar year. All General Meetings shall be governed by the Act and these Articles. All general meetings other than annual general meeting shall be called extraordinary general meeting. | Number of meetings and Extraordinary general meeting |
| 72. | The Board may, whenever it thinks fit, call an extra-ordinary general meeting. | Powers of Board to call extra-ordinary general meeting |

Notice for general meeting

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| 73. | (1) A Shareholders' Meeting may be convened by the chairperson of the Board or any other Director, or by a Shareholder, in accordance with the Act. At least 21 (twenty one) days' prior written notice of any Shareholders' Meeting shall be given to the Shareholders (in writing or through electronic mode), provided always that a Shareholders' Meeting may, subject to applicable Law, be held at shorter notice with the consent of 95% (ninety five percent) of the Shareholders in writing. Any notice convening a Shareholders' Meeting shall be accompanied by the explanatory statement for such Shareholders' Meeting as required under the Act, and setting out, in detail, the business proposed to be transacted at such Shareholders' Meeting, in accordance with applicable Law. | Period for notice |
| | (2) Notice of every general meeting shall be given to every member, to any person entitled to a share in consequence of the death or insolvency of a Member, and to the Auditors and Directors for the time being of the Company, in the manner hereinafter | People to whom notice be sent |

provided for the giving of notice.

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| (3) | With every notice calling general meeting of shareholders there shall be annexed to the notice an explanatory statement as defined in the Act. | Explanatory Statement with notice |
| (4) | The Shareholders shall not, at any Shareholders' Meeting, take up or discuss any matter that is not expressly specified in the notice for such Shareholders' Meeting unless all of the Shareholders present at such meeting agree to take up or discuss such matter. | |

Proceedings at general meetings

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| 74. | (1) (d) The quorum for all General Meetings shall be as provided under the Act.

No business shall be transacted at any general meeting unless the requisite quorum is present at the time when the meeting proceeds to business.
(e) | Presence of Quorum |
| | (2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant. | Business confined to election of Chairperson whilst chair vacant |
| 75. | The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company. | Chairperson of the Meetings |
| 76. | If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 77. | If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by show of hands (or by poll or electronically, if available), choose one of their members to be Chairperson of the meeting. | Members to elect a Chairperson |
| 78. | Voting at a General Meeting and the adoption of any resolution of the Shareholders shall be governed by the provisions of the Act. | Voting in General Meetings |
| 79. | In the case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to his own vote or votes to which he may be entitled as a Member. | Chairman's casting vote in case of equality of votes |
| 80. | (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules in books kept for that purpose with their pages consecutively numbered. | Minutes of proceedings of meetings and resolutions passed by postal ballot |
| | (2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - | Certain matters not to be included in Minutes |
| | (a) is, or could reasonably be regarded, as defamatory of any person; or | |
| | (b) is irrelevant or immaterial to the proceedings; or | |
| | (c) is detrimental to the interests of the Company. | |

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| (3) | The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause. | Discretion of Chairperson in relation to Minutes |
| (4) | The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. | Minutes to be Evidence |
| 81. (1) | The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall: | Inspection of minute books of general meeting |
| (a) | be kept at the registered office of the Company; and | |
| (b) | be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays. | |
| (2) | Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: | Members may obtain copy of minutes |
| | Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost. | |
| 82. | The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. | Powers to arrange security at meetings |
| 83. | The Shareholders may participate in Shareholders' Meetings or Shareholders' resolutions by e-voting, postal ballot, video conferencing or any other means of audio visual communication in accordance with the provisions of the Act. The quorum and other requirements applicable to Shareholders' Meetings attended by the Shareholders in person, shall apply to Shareholders Meetings in which Shareholders participate by video conference or any means of audio visual communication as well. The adoption of any resolution of the Shareholders by postal ballot, e-voting or in any other manner as permitted under the Act shall have be governed by the provisions of the Act. | Participation in General Meetings |

Adjournment of meeting

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| 84. (1) | The Chairperson may, <i>suo motu</i> , adjourn the meeting from time to time and from place to place. | Chairperson may adjourn the meeting |
| (2) | No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. | Business at adjourned meeting |
| (3) | When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. | Notice of adjourned meeting |
| (4) | Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. | Notice of adjourned meeting not required |

Voting rights

85.	Subject to any rights or restrictions for the time being attached to any class or classes of shares -	Entitlement to vote on show of hands and on poll
	(a) on a show of hands, every member present in person shall have one vote; and	
	(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.	
86.	A member may exercise his vote at a meeting by electronic means (if available) in accordance with the Act and shall vote only once.	Voting through electronic means
87.	(1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.	Vote of joint-holders
	(2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Seniority of names
88.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How members <i>non-compos mentis</i> and minor may vote
89.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members, etc.
90.	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.	Business may proceed pending poll
91.	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
92.	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
93.	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.	Equal rights of Members
94.	(1) Subject to Article 95 (4), the Company, Directors, Committees, Committee members, officers employees, and each of their respective delegates shall not, without the prior written consent of each of the Relevant Shareholders obtained in accordance with this Article 95, take or resolve to take or commit to any of the actions listed below (“ Reserved Matters ”), whether by circular resolution or otherwise:	Reserved Matters and Voting Agreement
	(w) Alteration of the memorandum or articles of association of the Company or the memorandum or articles of association of any of the Subsidiaries of the Company if such alteration would have the effect of altering or amending, in any manner (a) any Reserved Matter, and/or (b) any rights or obligations of the	

Relevant Shareholder set out in the memorandum or articles of association of the Company or the memorandum or articles of association of any of the Subsidiaries;

- (x) Making any change in capital structure of the Company or any Subsidiary, reduction or cancellation of share capital, any allotment or issuance of equity securities or grant of any options or other rights over shares, the capitalization of any reserves or share premiums, repurchase or redemption of equity securities, any corporate action, or alteration of any rights of any class of equity securities by the Company or any Subsidiary, in each case;
- (y) Commencing or undertaking any sale, merger, consolidation, reorganization, restructuring, financial re-construction, arrangement, amalgamation or other business combination involving the Company or any Subsidiary;
- (z) The Company or any Subsidiary incurring or undertaking any indebtedness in excess of INR 10,000,000 (Rupees Ten Million), other than any indebtedness availed by the Company from a bank or a financial institution to the extent utilized to finance the acquisition of any Productive Asset;
- (aa) The Company or any Subsidiary creating any Encumbrance of any nature in respect of, or selling or otherwise disposing of, all or any part of the undertaking, property or assets of the Company or any Subsidiary, in each case other than to the extent of any Encumbrance created over any Productive Asset acquired by the Company for the purposes of securing the repayment of any indebtedness availed by the Company from a bank or a financial institution to finance the acquisition of such Productive Asset of the Company or the sale or disposal of any Productive Asset;
- (bb) Initiation of or entering into settlement by the Company or any Subsidiary in respect of any litigation or notices involving the Company or any Subsidiary, other than (a) where the settlement that is proposed to be entered into is less than INR 10,000,000 (Rupees ten million) in value or (b) is in the Ordinary Course of Business with customers of the Company in relation to the Company's performance obligations under the contracts with such customers;
- (cc) Sell, transfer, lease or otherwise dispose of the whole or substantial part of the undertaking of the Company or any Subsidiary or where the Company or such Subsidiary owns more than one undertaking, of the whole or substantial part of any of such undertakings, in each case other than any sale, transfer, lease or other disposal of (a) any vessels of the Company; or (b) any other assets with a value of less than INR 10,000,000 (Rupees ten million);
- (dd) Remitting, or giving time for the repayment of, any debt due from a director of the Company and/or its Subsidiaries;
- (ee) The Company or any Subsidiary granting any loan, giving any guarantee, providing any security in connection with a loan to any other body corporate or Person in excess of INR 10,000,000 (Rupees ten million);
- (ff) Acquisition, by the Company or any Subsidiary of, by way of subscription, purchase or otherwise, the shares or debt securities or equity securities of any company, body corporate or other incorporated or unincorporated entities/ventures other than treasury investments, or the sale of any shares or debt securities or equity securities of any company, body corporate or other incorporated or unincorporated ventures by the Company or any Subsidiary;
- (gg) The Company or any Subsidiary declaring or paying dividend or any other distribution (whether in cash, securities, property or other assets), in each case;

- (hh) The Company or any Subsidiary acquiring any asset (or interest therein) or making any capital expenditure in excess of INR 10,000,000 (Rupees ten million), other than acquisition of a Productive Asset (or an interest therein) or making any capital expenditure in relation thereto;
- (ii) Any actions proposed to be taken by the Company or any Subsidiary with regard to any business or activities other than the Business, commencement of or investment in any new line of business unrelated to the Business, any change in the business, operation or activity of the Company or any Subsidiary, any cessation of all or a material portion of the Business of the Company or any Subsidiary;
- (jj) Any proposal of merger, acquisition, amalgamation by the Company or any Subsidiary of or with another entity;
- (kk) Any change to the Financial Year of the Company and/or its Subsidiaries;
- (ll) The incorporation or setting up of any subsidiary, joint venture, partnership or affiliated company or the divestment in full or part of any subsidiary or joint venture or affiliated company or interests in partnerships by the Company and/or any of its Subsidiaries;
- (mm) Dissolving, winding up or liquidating the Company or any Subsidiary, whether or not voluntary or any restructuring or reorganization which has a similar effect or taking any steps in relation to the foregoing; and
- (nn) Entering into any binding agreement to take any of the foregoing actions.

The Parties agree that consent of any Relevant Shareholder (and/or Relevant Shareholder Nominee Directors) shall not be required under this Article 96 in relation to the following (each a “**Productive Asset Transaction**”):

- (d) any sale, transfer, lease or otherwise disposal of, or hire, purchase or acquisition, in any manner, of any Productive Asset; and/or
- (e) incurring or undertaking any Indebtedness or expenditure (including capital expenditure), or liability or granting any security, guarantee or indemnity in respect of such Indebtedness or expenditure or liability in relation to hire or lease or purchase or acquisition of any Productive Asset; and/or
- (f) any single transaction or a series of transactions in relation to (a) and/or (b) above,

but excluding, in each case, any Productive Asset Transaction that is undertaken pursuant to or as a consequence of any merger or amalgamation of the Company or similar corporate restructuring transaction, each of which shall require the prior written consent of the Relevant Shareholder in the manner set out under this Article 96.

- (2) The agenda for any Board Meeting, Shareholders’ Meeting or Committee meeting at which a Reserved Matter is proposed to be discussed (“**Subject Meeting**”) shall specify in reasonable detail the action in relation to which consent is being sought (“**Proposed Action**”) and necessary background and other information and/or supporting documents pertaining to such action, and the Company shall provide a copy of such notice, agenda and supporting documents to the Relevant Shareholder, along with the notice convening the relevant Board Meeting, Shareholders’ Meeting or Committee meeting or thereafter, provided that any such additional information and/or supporting documents are provided in compliance with applicable law.

- (3) The decision of the Relevant Shareholder in relation to the Proposed Action may be conveyed by way of a written notice issued by the Relevant Shareholder to the Company (“**Relevant Shareholder Response Notice**”) prior to the date of the Subject Board Meeting, which decision shall then be binding on the Company. If the Relevant Shareholder, at its option, chooses not to issue a Relevant Shareholder Response Notice prior to the Subject Meeting, the decision of the Relevant Shareholder Nominee Director conveyed at the Subject Meeting (in the case of a Board Meeting or Committee meeting) or the decision of the Relevant Shareholder conveyed at the Subject Meeting (in the case of a Shareholders’ Meeting) shall be binding on the Company. In relation to any Reserved Matter, a Relevant Shareholder Nominee Director may require that such matter be considered in a Shareholders’ Meeting instead of at a Board Meeting or Committee meeting. In such a situation, neither the Board nor the relevant Committee shall not be authorized to take any decision in respect of such Reserved Matter, and must refer such Reserved Matter to the Shareholders of the Company. In such an instance, the affirmative consent of such Relevant Shareholder shall be required (either through a Relevant Shareholder Response Notice issued prior to such Shareholders’ Meeting or conveyed by the Relevant Shareholder at such Shareholders’ Meeting) before the Company can be authorized to act in relation to such Reserved Matter.
- (4) Without prejudice to the foregoing, the Company shall procure that any actions taken or resolutions passed or commitments made in breach of this Article 96 shall be void *ab initio*, and all such actions, resolutions and commitments shall be unwound or terminated as soon as practicable.
- (5) The provisions of this Article 96 shall apply mutatis mutandis to any Subsidiary of the Company as may be established from time to time.

Proxy

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| 95. | (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. | Member may vote in person or otherwise |
| | (2) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. | Proxies when to be deposited |
| 96. | An instrument appointing a proxy shall be in the form as prescribed in the Rules. | Form of proxy |
| 97. | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. | Proxy to be valid notwithstanding death of the principal |

Board of Directors

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| 98. | (1) Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen) and include Relevant Shareholder Director(s), if any and at least such number of | Composition of Board of Directors |
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Independent Directors as may be required under applicable law.

	(2)	Any Person appointed as a Director shall not have been disqualified under the Act.	Appointment of Directors
	(3)	Directors shall not be required to hold any qualification Equity Securities	Qualification Shares
99.		The first Directors of the Company were:	First directors
		(i) Capt. Thomas Wilfred Pinto	
		(ii) Mr. Shamim Akhtar	
		(iii) Mr. Piyush Kumar	
100.	(1)	Not less than two-thirds of the total number of directors including managing directors and whole time directors but excluding independent directors of the company shall be directors whose office shall be liable to retirement by rotation. At the first annual general meeting of company held next after the date of the general meeting at which the first directors are appointed in accordance with the provisions of the Companies Act and at every subsequent annual general meeting, one-third of such of the directors for the time being as are liable to retire by rotation, or if their number is neither three nor a multiple of three, then, the number nearest to one-third, shall retire from office of director. At the annual general meeting at which a director retires as aforesaid, the company may fill up the vacancy by appointing the retiring director or some other person thereto. The Relevant Shareholder Director(s), if required to retire by rotation under the Act, shall retire by rotation and shall be eligible for re-appointment to the Board in accordance with the provisions of the Act.	Rotation and retirement of Directors
101.		The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director of the Company.	Same individual may be Chairperson and Managing Director
102.	(1)	The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.	Remuneration of Directors
	(2)	The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.	Remuneration to require members' consent
	(3)	In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them -	Travelling and other expenses
		(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or	
		(b) in connection with the business of the Company.	
103.		All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	Execution of negotiable instruments
104.	(a)	Unless otherwise agreed to in writing by the Company and any Relevant Shareholder, each Relevant Shareholder shall have the right to nominate not more than 2 (two) Directors to the Board of Directors, (collectively, the " Relevant Shareholder Directors "). The Relevant Shareholder Directors nominated to the Board will be required to comply with such provisions as	Relevant Shareholder Directors

may be applicable to non-executive Directors in India under applicable Law. The Relevant Shareholder Directors, if required to retire by rotation under the Act, shall retire by rotation and shall be eligible for re-appointment to the Board in accordance with the provisions of the Act.

- (b) The Relevant Shareholder Directors, except Capt. Thomas Wilfred Pinto shall be non-executive Directors, who shall have no responsibility for the day-to-day management of the Company.

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| 105. | (1) | Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. | Appointment of additional directors |
| | (2) | Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act. | Duration of office of additional director |
| 106. | (1) | The Board may appoint an alternate director to act for a director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act. | Appointment of alternate director |
| | (2) | An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. | Duration of office of alternate director |
| | (3) | 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. | Re-appointment provisions applicable to Original Director |
| 107. | (1) | 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. | Appointment of director to fill a casual vacancy |
| | (2) | The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated. | Duration of office of Director appointed to fill casual vacancy |
| 108. | | The Company shall, subject to the provisions of the Act, be entitled to agree with any person, firm or corporation that he or it shall have the right to appoint his or its nominee (hereinafter referred to as a “Nominee Director”) on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. The Corporation, firm or person shall be entitled, from time to time to remove any such director/s and appoint another or others in his or their places. He shall be entitled to the same right and privileges and be subject to the same obligation as any other director of the Company, subject to the privileges granted by the Act. | “Nominee Directors” |

Powers of Board

109.	<p>The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.</p>	<p>General powers of the Company vested in Board</p>
	<p>110. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these presents but subject, however, to the provisions of the Act, the Memorandum and these presents, it is hereby expressly declared that the Board shall have the powers to do such acts, things and deeds as may be necessary for smooth functioning of the business on behalf of the Company including but not limited to the following:</p>	<p>Specific powers given to Board</p>
	<p>(a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.</p>	<p>To pay costs of incorporation</p>
	<p>(b) To have an Official Seal for use abroad.</p>	<p>Seal abroad</p>
	<p>(c) To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.</p>	<p>Acquiring properties, rights etc</p>
	<p>(d) At their discretion to pay for any property or rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, debenture stock or other securities of the Company and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.</p>	<p>To pay for property, rights etc. acquired</p>
	<p>(e) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company either separately or jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.</p>	<p>To insure properties</p>
	<p>(f) To open accounts with any bank or bankers or with any company, firm or individual and to pay money into and draw money from any such account from time to time as the Board may think fit.</p>	<p>To open bank accounts</p>
	<p>(g) To attach to any shares issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.</p>	<p>To attach conditions for transfer of shares in certain cases</p>
	<p>(h) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in</p>	<p>To appoint trustees of property</p>

which it is interested or for any other purposes and to execute and do all such acts and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.

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| (i) | To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debt due or of any claims or demands by or against the Company. | To institute and conduct legal proceedings |
| (j) | To refer any claim or demand by or against the Company to arbitration and observe and perform the awards. | To refer to arbitration |
| (k) | To act on behalf of the Company in all matters relating to bankruptcy and insolvency. | To act in matter of bankruptcy |
| (l) | To make and give receipts, releases and other discharges for monies payable to the Company and for the claims and demands of the Company. | To give receipts / discharges |

111.	Directors shall be entitled to examine the books, accounts and records of the Company and shall have free access, during the hours of 10.00 am to 06.30 pm, and with prior 7 (seven) days written notice to the Board (setting out a reasonable description of the nature of information sought), to any and all properties and facilities of the Company. The Company shall provide or cause to be provided such information relating to the business affairs and financial position of the Company, as the Directors may reasonably require and specified in the aforesaid notice.	Directors' Access
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112.	Subject to applicable Law, each Director is irrevocably authorized by the Company to disclose to the Shareholder that has appointed or nominated such Director, any Confidential Information belonging to or concerning the Company, its Subsidiaries or their respective business and assets and financial position.	Disclosure by Directors
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Proceedings of the Board

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| 113. | (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. Subject to the provisions of the Act and applicable law, the Board shall meet at such intervals not more than 120 (one hundred and twenty) days apart. | When meeting to be convened |
| | (2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, upon the requisition of one-third number of members of the Board as are in office, summon a meeting of the Board. If, within 15 days of the requisition in writing to convene a meeting of the Board, the chairman or the authorized official fails to convene the meeting, the requisitionists themselves may convene a meeting of the Board | Who may summon Board meeting |
| | (3) A Board Meeting may be convened by the chairperson of the Board or any other Director. At least 7 (seven) days' prior written notice (by hand delivery or by post or by electronic means) of any Board Meeting shall be given to the Directors, provided always that a Board Meeting may, subject to applicable Law, be held at shorter notice subject to the condition that at least one independent director, if any, shall be present at the meeting. Any notice convening a Board Meeting shall be accompanied by the agenda for such Board Meeting setting out, in detail, the business proposed to be transacted at such Board Meeting, and all documentation and information as may be necessary in order to enable an informed discussion on the matters contained in the agenda shall be mailed to the Directors after the dispatch of the notice but before the meeting and in order for such business to be transacted. | Notice to convene Board Meeting |

Provided further that in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

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| (4) | <p>(d) Subject to the provisions of applicable Law, the quorum for all Board Meetings shall be at least 1/3rd of the total strength of the Board or 2 (two) Directors whichever is higher, present at the commencement of the Board Meeting and throughout the Board Meeting.</p> <p>(e) Unless otherwise agreed to in writing by the Company and the Relevant Shareholders, and save where the presence of the Relevant Shareholder Directors would be prohibited under applicable law as a result of the Relevant Shareholder Directors being interested directors, the quorum for each Board Meeting shall be in accordance with applicable law, provided that the presence of at least 1 (one) Relevant Shareholder Director will be required in order to constitute a quorum for any Board Meeting, unless waived by the Relevant Shareholder, in writing.</p> <p>(f) If, within half an hour of the time appointed for the Board Meeting, a quorum as required above is not present, such Board Meeting shall be adjourned and reconvened to the same day at the same time and place in the next week in accordance with the Act and applicable law. If no Relevant Shareholder Director is present at the adjourned Board Meeting but the Directors present at the adjourned Board Meeting are otherwise sufficient to constitute quorum under the Act, then such adjourned Board Meeting shall be deemed to be quorate, notwithstanding the absence of the Relevant Shareholder Directors; provided however that the Board shall not, at such Board Meeting be entitled to, take up, discuss or consider: (i) any matters which are Reserved Matters, or (ii) any matters which were not originally listed as a part of the agenda for such Board Meeting.</p> | Quorum for Board meetings |
| (5) | <p>The Directors may participate in Board Meetings by video conferencing or any other means of audio visual communication in accordance with the provisions of the Act. The quorum and other requirements applicable to Board Meetings attended by the Directors in person, shall apply to Board Meetings in which Directors participate by video conference or any means of audio visual communication as well.</p> | Participation at Board meetings |
| (6) | <p>(a) The Board shall not, at any Board Meeting, take up or discuss any matter that is not expressly specified on the agenda for such Board Meeting unless a majority of the Directors present at such Board Meeting, agree to take up or discuss or approve such matter.</p> | Agenda for Board Meetings |
| 114. | <p>(1) Each Director shall be entitled to exercise 1 (one) vote in respect of any matter to be voted upon by the Board. Subject to the provisions of the Act and the adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted Board Meeting.</p> <p>(2) In case of equality of votes, the Chairman of the Board, if any shall have a second or casting vote.</p> | <p>Questions at Board meeting how decided</p> <p>No Casting vote at Board meeting</p> |
| 115. | <p>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.</p> | Directors not to act when number falls below minimum |
| 116. | <p>(1) The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the</p> | Who to preside at meetings of the Board |

period for which he is to hold office.

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| | (2) | If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 117. | (1) | The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. | Delegation of powers |
| | (3) | 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. | Committee to conform to Board regulations |
| | (4) | The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing (if available), as may be prescribed by the Rules or permitted under law. | Participation at Committee meetings |
| 118. | (1) | A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. | Chairperson of Committee |
| | (2) | If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting. | Who to preside at meetings of Committee |
| 119. | (1) | Each Committee shall meet and adjourn at such intervals as may be agreed by the members of such Committee. | Committee to meet |
| | (2) | Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. | Questions at Committee meeting how decided |
| | (3) | In case of equality of votes, the Chairperson of the Committee shall have a second or casting vote. | Casting vote of Chairperson at Committee meeting |
| 120. | | All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. | Acts of Board or Committee valid notwithstanding defect of appointment |
| 121. | (a) | No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through electronic means as per the Act, and has been approved by a majority of the Directors or members, who are entitled to vote on the resolution. | Passing of resolution by circulation |
| | | Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board. | |
| | (b) | A resolution under sub-clause (a) shall be noted at a subsequent meeting of the | |

Board or the committee thereof, as the case may be, and made part of the minutes of such meeting.

122.(a) If the requirements as to the constitution of the Board as laid down in any of the said Acts are not fulfilled at any time, the Board shall reconstitute such Board so as to ensure that such requirements are fulfilled. Reconstitution of the Board so as to conform to Law

(b) No act or proceeding of the Board of Directors of the Company shall be invalid by reason only of any defect in the composition thereof or on the ground that it is subsequently discovered that any of its Members did not fulfil the requirements of this Article. Board's proceedings valid despite certain events

123. The Company shall ensure that minutes of each Board Meeting are prepared and circulated to all Directors no later than 15 (fifteen) days following the date on which such Board Meeting was held, provided that any objections or comments raised by any Director are recorded in the minutes. Minutes of Board Meeting

Contracts between the Director and Company

124. Subject to the provisions of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials and services or for underwriting the subscription of any shares in or debentures of the Company; nor shall any such contract or arrangement entered into by or on the behalf of the Company with a relative of such Director, or a firm in which such Director is a Member or Director, be avoided; nor shall any Director so contracting be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding office or of the fiduciary relationship thereby established.

Management of the Company

125. The day to day administration and management of the Company may be delegated by the Board to the management team of the Company, consisting of the Managing Director, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and such other senior professionals as may be agreed to by the Board from time to time in writing (collectively, the "**Management Team**").

Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

126. Subject to the provisions of the Act, - Chief Executive Officer, etc.

(a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

(b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. Director may be chief executive officer, etc.

Business Plan and Annual Budget

127.

- (1) (a) The Company shall also have an annual operating budget for each Financial Year, which shall be approved by the Board (“**Annual Budget**”). The Annual Budget shall be reviewed annually, and the new Annual Budget adopted for each calendar year shall require the approval of the Board;
- (b) The Management Team shall prepare and present to the Board, no later than 30 (thirty) days prior to the commencement of a Financial Year, a written report analyzing the variance from the then current Annual Budget, along with the proposed Annual Budget for the next financial year;
- (c) The Annual Budget shall be finalized based on any inputs from the Relevant Shareholder(s) in accordance with applicable law and shall require the approval of the Board. The Board shall approve the relevant Annual Budget (for the next financial year) prior to September 30 of each calendar year.

Governance

128. The Board of Directors shall appoint 1 (one) or more employee(s) of the Company as a compliance officer(s) (“**Compliance Officer(s)**”) who shall be in charge of and responsible for the compliance by the Company and any Subsidiaries with all applicable laws as well compliance by the Company with all obligations of the Company and any Subsidiaries under Article 134. The Compliance Officer(s) shall be designated as an ‘officer in default’ or ‘employer’ or similar analogous designation and shall be charged with the duties and authorities customarily granted to such persons under applicable laws. The employee(s) appointed by the Board of Directors as Compliance Officer(s) shall have academic qualifications as well as work experience and practical qualifications and experience sufficient for discharging the function of a Compliance Officer as envisaged above. The Compliance Officer(s) shall report to the Board of Directors.

129. The Compliance Officer(s) shall prepare and submit to the Board of Directors (in formats and at intervals as may be agreed by the Board of Directors), *inter alia*, regulatory risk matrix and steps to mitigate such risks, a report on updates or amendments in applicable laws (if any) and its impact on the Company, a certificate issued to the Board of Directors confirming the compliance of the Company with all applicable laws as well as with all of the Company’s obligations under Article 134, and such other reports and certificates as may be directed by the Board of Directors.

130. (1) The books and records of the Company and its Subsidiaries shall be kept in accordance with applicable Accounting Standards. The Company shall, and shall cause its Subsidiaries to, make and keep books, records and accounts that, in detail, accurately and fairly reflect all of the transactions and disposition of its assets as per the applicable Accounting Standards. The records shall include, quarterly-unaudited financial statements (including a balance sheet and statements of income and cash flows) prepared in accordance with applicable Accounting Standards.

Accounts and Audit

(2) The Company shall retain one of the Big 4 Accounting Firms as its statutory auditors, in accordance with applicable Law.

131. Subject to applicable laws, the Company shall assist the Relevant Shareholders with the following information:

- (a) Report of the managing director / chief executive officer of the Company in relation to the business operations of the Company which shall be submitted to each of the Relevant Shareholder by the 12th of the month immediately following the end of every financial quarter;
- (b) Supplemental data that assists the Relevant Shareholder and their holding companies in completing its consolidated report including but not limited to

cash flow;

- (c) Closing of the chief executive officer and chief financial officer survey which requires that the management answer certain standard questions on a web based tool;
- (d) Quarterly chief executive officer and chief financial officer certifications on the internal controls and accounting policy followed;
- (e) Financial information or any relevant data in a format mutually agreed between the Company and the Relevant Shareholders, for quarterly valuation and other reporting obligations of Relevant Shareholders and Affiliates.
- (f) Within such other period as may be required by the Relevant Shareholders, the Company shall produce audited annual financial statements (including a balance sheet, profit and loss statement, and cash flow statement, as well as the required notes to such financial statements) for the preceding Financial Year in accordance with IFRS and in case there are differences to IFRS, a reconciliation of its financial information to IFRS.
- (g) Assistance on understanding any policy differences between Indian accounting policies to IFRS; and
- (h) Assistance in performing an impairment analysis.

132. Subject to applicable laws, the Company shall furnish to each of the Relevant Shareholders, information set out below in relation to the Company: Reporting Requirements / Access to Books and Accounts

- (a) monthly management information system reports in relation to the cash flows of the Company (income and expenses of the Company) for the preceding calendar month within 7 (seven) days of the said calendar month;
- (b) a report analyzing the variance from the then current Annual Budget within 10 (ten) days from the end of the calendar year;
- (c) quarterly operational reports (management information systems reports) for the Company within 10 (ten) days of the end of each quarter detailing the key operational performance indicators and statistics in a form reasonably satisfactory to the Relevant Shareholders;
- (d) drafts of the minutes of all Board Meetings and Committee meetings of the Company, within 15 (fifteen) days of the concerned meeting, which will be confirmed and signed in the immediately following meeting;
- (e) certified true copies of the minutes of all Shareholders' Meetings within 30 (thirty) days of the concerned meeting;
- (f) a written notification setting out in sufficient detail, all material claims or litigations filed or threatened in writing by or against the Company or any of the promoters, or any circumstances which may give rise to the same (including any claims, investigations or litigation relating to service deficiency or any claims, investigations or litigations by any governmental authority against either the Company), within 7 (seven) days from the date on which either the Company or the promoters become aware of the same;
- (g) a written notification of any withdrawal of any lending facility by a lender of any Company within 1 (one) day from the date on which the Company or any of the promoters becomes aware of the same;
- (h) a written notification of any receipt of any notice of breach of, or default under, or termination of, any material contract from a counterparty to such material contract, within a period of 3 (three) days from receipt of such notice by either the Company, the promoters of the Company and/or the Subsidiaries of the Company, as the case may be;

- (i) a written notification of any change in the Management Team of the Company within 1 (one) day from the date on which either the Company or any of the promoters of the Company become aware of the same;
- (j) copies of all documents and other information regularly provided to any other security holder of the Company, including any management or audit or investigative reports provided to any other security holder promptly after the preparation of such documents/ information;
- (k) explanation of any event or development at the Company, by way of a written notification, which has or could have a significant impact on the business, operations, profits, conditions (financial or otherwise), prospects, results of operations, properties, assets or liabilities of Company promptly, but not later than 7 (seven) days, after the Company or any of the promoters of the Company become aware of such event or development;

133. (1) Each of the Company and its officers, directors and employees, acting in an official capacity for and on behalf of the Company, shall comply with all applicable anti-money laundering laws and all applicable Anti-Corruption Laws, including those prohibiting the Company and its officers and directors from taking corrupt actions in furtherance of an offer, payment, promise to pay or authorisation of the payment of anything of value, including cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to a public official, while knowing or having a reasonable belief that all or some portion will be used for the purpose of:
- Ethical Practices
- (d) influencing any act, decision or failure to act by a public official in his official capacity,
 - (e) inducing a public official to use his influence with a government or instrumentality to affect any act or decision of such government or entity, or
 - (f) securing an improper advantage,
- in order to obtain, retain or direct business.
- (2) Neither the Company nor its officers, directors and employees, acting in an official capacity for and on behalf of the Company shall use, or permit the use of, the payments received, or to be received, by them from any Relevant Shareholder for any purpose that could constitute a violation of any applicable law.
 - (3) Insofar as representative or agents of the Company are concerned, the Company shall not direct any such Person acting on behalf of the Company to undertake any act that is not in compliance with any applicable law referred to in Article 132.
 - (4) Neither the Company, nor any of its directors, officers, employees, Affiliates shall take any action, directly or indirectly, that would result in a violation by such persons of any anti-money laundering laws or any Anti-Corruption Laws, as amended, and the rules and regulations under it, including but not limited to, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorisation of the payment of any money, or other property, gift, promise to give, or authorisation of the giving of anything of value to any “foreign official” (as defined in applicable Anti-Corruption Laws) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the applicable Anti-Corruption Laws.
 - (5) Neither the Company, nor any of its directors, officers, agents, employees, Affiliates or other Persons acting for or on their behalf, shall whether directly or indirectly use

any consideration paid by any Relevant Shareholder, or lend, contribute or otherwise make available such consideration (or any part thereof) to any subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control.

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| 134. | (1) | Any and all transactions entered into by the Company or any Subsidiary with any Related Parties shall be on an arm's length basis. If any Related Party shall provide any finance to the Company, the same shall be on terms not less favourable than that may be provided by an external lender. | Related Transactions | Party |
| | (2) | Further, the Company shall ensure that it does not and its Subsidiaries do not enter into any transaction or agreement with third parties in which any Director or key managerial personnel of the Company and/ or its Subsidiaries or Related Party has a material interest unless such transaction or agreement is on an arm's length basis. | | |
| | (3) | In the event the Company proposes to enter into any transactions with Related Parties, the same shall be undertaken with the prior written approval of the other un-interested shareholder. | | |
| | (4) | Any transaction, which is entered into by the Company with any Person, shall be on an arm's length basis. | | |

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| 135. | All matters set out in Articles 128 to 134 shall apply <i>mutatis mutandis</i> to the Subsidiaries of the Company. | Subsidiaries |
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Registers

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| 136. | The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. The index of beneficial owners shall also be in compliance with the Depositories Act with details of shares held in dematerialised forms in any medium as may be permitted by law, including in any form of electronic medium. | Statutory registers |
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| 137. | (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. | Foreign register |
| | (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, <i>mutatis mutandis</i> , as is applicable to the register of members. | |

The Seal

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| 138. | (1) The Board shall provide for the safe custody of the seal. | The seal, its custody and use |
| | (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. | Affixation of seal |

- (3) However, in case of necessity, the seal shall be affixed in the presence of the Chairman or Managing Director by himself and witnessed by himself. Affixation of seal by the Chairman or Managing Director

Secrecy

139. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except so far as may be necessary in order to comply with any of the provisions in these presents and the provisions of the Act.

Inter-corporate investment

140. All moneys carried to the reserves shall nevertheless remain and be the profits of the Company available. Subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all other moneys of the Company not immediately required for the purpose of the Company may, subject to the provisions of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or be kept at any Bank or deposit or otherwise as the Board may from time to time think proper.

Dividends and Reserve

141. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend. Company in general meeting may declare dividends
142. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit. Interim dividends
143. (1) 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 applied 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. Dividends only to be paid out of profits
- (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. Carry forward of profits
144. (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. Division of profits
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for Payments in advance

the purposes of this Article as paid on the share. Any amount paid-up in advance of calls on any share shall not entitle the holder of the share to participate in respect thereof, in dividend subsequently declared.

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| (3) | All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. | Dividends to be apportioned |
| 145. (1) | The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. | No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom |
| (2) | The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares. | Retention of dividends |
| 146. (1) | 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, or to such person and to such address as the holder or joint holders may in writing direct. | Dividend how remitted |
| (2) | Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. | Instrument of payment |
| (3) | Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. | Discharge to company |
| 147. (a) | Subject to the relevant provisions in the Act as in force, if the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall, within seven days from the date of expiry of the said period of 30 days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special Unpaid Dividend account to be opened in that behalf in any scheduled bank. | Unclaimed Dividends |
| (b) | Any money transferred to the Unpaid Dividend Account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under the Act. | Transfer of unclaimed dividends to Investor Education and Protection Fund |
| (c) | No unclaimed dividend shall be forfeited till the claim thereto becomes barred by law. | Forfeiture of unclaimed dividend |
| 148. | Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. | Receipt of one holder sufficient |
| 149. | No dividend shall bear interest against the Company. | No interest on dividends |

150. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. Waiver of dividends

Accounts

151. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. Inspection by directors
- (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. Restriction on inspection by members

152. The provision of these Articles shall be subject to the applicable provisions of the Act, the rules and any requirements of applicable Law.

Winding up

153. Subject to the applicable provisions of the Act and the Rules made thereunder - Winding up of company
- (a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity and Insurance

154. (1) (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. Directors and officers right to indemnity
- (b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (c) Subject to the provisions of applicable Law and these Articles, the Company

shall indemnify, defend and hold harmless each of the Directors promptly upon demand at any time and from time to time, from and against any and all Losses to which such Directors may become subject, including Losses pursuant to any Claim against the Directors or to which the Directors are made a party, insofar as such Losses arise out of, in any way relate to, or result from the Directors holding a position on the Board and Committees and/or otherwise from the Directors' current or past association with the Company other than on account of gross negligence or wilful default by such Directors or breach of applicable Law by such Director.

- (2) The Company may obtain and maintain adequate insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel, if any, 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 and reasonably. Such insurance shall cover protection and indemnity from and against:
- Insurance
- (e) any act, omission or conduct of or by the Company, the Shareholders or the employees or agents of the Company as a result of which, in whole or in part, the Directors are made a party to, or otherwise incurs any Loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct;
 - (f) any action undertaken or omission by the Directors at the request of or with the consent of the Company or any of the Shareholders;
 - (g) contravention of any applicable Law, including law relating to provident fund, gratuity, labour, environment and pollution; and any action or proceedings against the Directors in connection with any such contravention or alleged contravention; or
 - (h) any Losses arising out of, in relation to or resulting from such Directors' performance of their duties and responsibilities as Directors.

General Power

155. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. General power
156. At any point of time from the date of adoption of these Articles, if the Articles are or become contrary to the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "Regulations"), the provisions of the Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Regulations, from time to time. SEBI Regulations to prevail

SECTION XI - OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following documents and contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company), which are or may be deemed material will be attached to the copy of the Red Herring Prospectus and the Prospectus, as applicable, which will be delivered to the RoC for filing. Copies of the abovementioned contracts and also the documents for inspection referred to hereunder, may be inspected at the Registered and Corporate Office between 10 a.m. and 5 p.m. on all 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.

A. Material Contracts for the Offer

1. Offer Agreement dated February 14, 2021, entered into between our Company, the Selling Shareholders and the BRLMs.
2. Registrar Agreement dated February 6, 2021 entered into between our Company, the Selling Shareholders and the Registrar to the Offer.
3. Cash Escrow and Sponsor Bank Agreement dated [●] entered into between our Company, the Selling Shareholders, the Registrar to the Offer, the BRLMs, the Syndicate Members and the Banker(s) to the Offer.
4. Share Escrow Agreement dated [●] entered into between the Selling Shareholders, our Company and the Share Escrow Agent.
5. Syndicate Agreement dated [●] entered into between our Company, the Selling Shareholders, the BRLMs and the Syndicate Members.
6. Monitoring Agency Agreement dated [●] entered into between our Company and the Monitoring Agency.
7. Underwriting Agreement dated [●] entered into between our Company, the Selling Shareholders, and the Underwriters.

B. Material Documents

1. Certified copies of the Memorandum of Association and Articles of Association of our Company as amended from time to time.
2. Certificate of incorporation dated May 2, 2002.
3. Fresh certificate of incorporation dated June 19, 2003 issued by the RoC to our Company pursuant to change of name.
4. Certificate of change of name dated June 26, 2003 issued by the RoC to our Company pursuant to conversion from a private limited company into a public limited company and change of name.
5. Resolution of the Board of Directors dated February 6, 2021, in relation to the Offer and other related matters.
6. Resolution of the Shareholders of our Company dated February 9, 2021, approving the Fresh Issue.
7. Resolution of our Board and IPO Committee dated February 6, 2021 and February 14, 2021, respectively, approving this Draft Red Herring Prospectus.

8. Consent letters each dated February 6, 2021 from the Individual Promoters and February 12, 2021 from the Corporate Promoter, as the Selling Shareholders in relation to the Offer for Sale.
9. Consent dated February 13, 2021, from CRISIL Research, a division of CRISIL Limited to rely on and reproduce part or whole of the report – ‘Analysis of Indian and global liquid seaborne logistics’ and include their name in this Draft Red Herring Prospectus.
10. Shareholders’ agreement dated March 29, 2019 between our Company, Individual Promoters and FIHM; Subscription agreement dated March 29, 2019 between our Company, Individual Promoters and FIHM; Share purchase agreement dated March 29, 2019 entered into between our Company, Individual Promoters and FIHM; Share purchase agreement dated March 29, 2019 entered into between, Wayzata III Indian Ocean Limited and FIHM.
11. Written consent dated February 14, 2021 from S R B C & CO LLP, Chartered Accountants, to include their name as required under section 26 (1) of the Companies Act, 2013 read with SEBI ICDR Regulations, in this DRHP, and as an “expert” as defined under section 2(38) of the Companies Act, 2013 to the extent and in their capacity as our Statutory Auditors, and in respect of their (i) examination report, dated February 6, 2021, on our Restated Financial Statements; and (ii) their report dated February 13, 2021, on the Statement of special Tax Benefits in this DRHP and such consent has not been withdrawn as on the date of this Draft Red Herring Prospectus. However, the term “expert” shall not be construed to mean an “expert” as defined under the U.S. Securities Act.
12. The examination report dated February 6, 2021, issued by the Statutory Auditors on our Restated Financial Statements.
13. The report on the ‘statement of special tax benefits available to Seven Islands Shipping Limited and its shareholders under the applicable tax laws in India dated February 13, 2021, from the Statutory Auditors.
14. Industry report titled Analysis of Indian and global liquid seaborne logistics dated January, 2021, prepared by CRISIL Research, a division of CRISIL Limited.
15. Copies of annual reports of our Company for the preceding three Fiscals.
16. Consent of the Directors, BRLMs, Syndicate Members, the legal counsel to our Company as to Indian law, legal counsel to the Selling Shareholders as to Indian law, legal counsel to the BRLMs as to Indian Law, International Legal Counsel to the Company, Registrar to the Offer, Banker(s) to the Offer, Banker to our Company, Company Secretary and Compliance Officer, Chief Financial Officer, as referred to in their specific capacities.
17. Tripartite agreement dated May 11, 2015, among our Company, NSDL and the Registrar to the Offer.
18. Tripartite agreement dated June 6, 2017, among our Company, CDSL and the Registrar to the Offer.
19. Due diligence certificate dated February 14, 2021 addressed to SEBI from the BRLMs.
20. In-principle listing approvals dated [●] and [●] issued by BSE and NSE, respectively.
21. SEBI observation letter bearing reference number [●] and dated [●].

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time, if so required in the interest of our Company, or if required by other parties, without notification to the shareholders, subject to compliance with the provisions contained in the Companies Act, 2013 and other relevant statutes.

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Thomas Wilfred Pinto
(Chairman and Managing Director)

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Leena Metylda Pinto
(Executive, Whole-Time Director)

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Sujit Govindrao Parsatwar
Non-Executive Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Sanjeevlata Samdani
Non-Executive, Independent Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Madhukar Mulky Kamath
Non-Executive, Independent Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Darshan Pradeep Upadhyay
Non-Executive, Independent Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Sumit Maheshwari
Non-Executive, Nominee Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTOR OF OUR COMPANY

Uday Manohar Gore
Non-Executive, Independent Director

Date:

Place:

DECLARATION

I hereby certify and declare that all relevant provisions of the Companies Act, 2013 and the rules, guidelines and regulations issued by the Government of India and the guidelines or regulations issued by SEBI, established under Section 3 of the SEBI Act, as the case may be, have been complied with and no statement made in this Draft Red Herring Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, and the SEBI Act or the rules made or guidelines or regulations issued thereunder, as the case may be. I further certify that all statements made in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE CHIEF FINANCIAL OFFICER OF OUR COMPANY

Warren George Pinto
Chief Financial Officer

Date:

Place:

DECLARATION

We, the undersigned, FIH Mauritius Investments Ltd., the Corporate Promoter, hereby certify that all statements, disclosures and undertakings made or confirmed by FIH Mauritius Investments Ltd. in this Draft Red Herring Prospectus in relation to FIH Mauritius Investments Ltd. and the Equity Shares being offered by it in the Offer are true and correct. FIH Mauritius Investments Ltd. assumes no responsibility as a Corporate Promoter, 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.

Signed for and on behalf of FIH Mauritius Investments Ltd.

Name: [●]

Designation: [●]

Place: [●]

Date: [●]

DECLARATION

I, the undersigned, an Individual Promoter, hereby certify that all statements, disclosures and undertakings made or confirmed by me in this Draft Red Herring Prospectus in relation to me and the Equity Shares being offered by me in the Offer are true and correct. I assume no responsibility as an Individual Promoter, 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.

Signed

Thomas Wilfred Pinto

Place: [●]

Date: [●]

DECLARATION

I, the undersigned, an Individual Promoter, hereby certify that all statements, disclosures and undertakings made or confirmed by me in this Draft Red Herring Prospectus in relation to me and the Equity Shares being offered by me in the Offer are true and correct. I assume no responsibility as an Individual Promoter, 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.

Signed

Leena Metylda Pinto

Place: [●]

Date: [●]