DRAFT RED HERRING PROSPECTUS
August 29, 2013
(The Draft Red Herring Prospectus will be updated upon filing with the RoC)
(Please read Section 60B of the Companies Act, 1956)
Book Built Issue

SNOWMAN LOGISTICS LIMITED

We were incorporated as Snowman Frozen Foods Limited, a public limited company under the Companies Act, 1956 in Kochi, Kerala. We were granted a certificate of incorporation on March 17, 1993 and a certificate of commencement of business on May 31, 1993. Subsequently, on March 17, 2011, our name was changed to Snowman Logistics Limited pursuant to a fresh certificate of incorporation issued by the Registrar of Companies at Bangalore, Karnataka.

Registered Office: Sy. No. 36/1, Virgonagar, Old Madras Road, Bandapura Village, Bidarehalli Hobli, Bengaluru 560 049, Karnataka, India. For further details of change in the name and registered office of our Company please see chapter entitled '*History and Certain Corporate Matters'* on page 124 of this Draft Red Herring Prospectus.

Contact Person: Mr. Sundar Mangadu Agaram, Chief Financial Officer and Compliance Officer **Tel**: +91 80 3993 9500 **Fax**: +91 80 3993 9500
Email: investorrelations@snowman.in **Website**: www.snowman.in

OUR PROMOTER: GATEWAY DISTRIPARKS LIMITED

PUBLIC ISSUE OF 42,000,000 EQUITY SHARES OF A FACE VALUE OF ₹10 EACH OF SNOWMAN LOGISTICS LIMITED (COMPANY OR ISSUER) FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF ₹ [●] PER EQUITY SHARE) AGGREGATING ₹ [●] MILLION (ISSUE). THE ISSUE WILL CONSTITUTE 25.33% OF OUR POST-ISSUE PAID-UP EQUITY SHARE CAPITAL.

PRICE BAND: ₹ [●] TO ₹ [●] PER EQUITY SHARE OF FACE VALUE ₹10 EACH.
THE PRICE BAND AND THE MINIMUM BID LOT WILL BE DECIDED BY OUR COMPANY IN CONSULTATION WITH THE BOOK RUNNING LEAD MANAGER AND WILL BE ADVERTISED AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE BID/ISSUE OPENING DATE.

In case of any revision to the Price Band, the Bid/Issue Period will be extended at least by 3 (three) additional Working Days after such revision of the Price Band, subject to the Bid/Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to BSE Limited (**BSE**) and the National Stock Exchange of India Limited (**NSE**), by issuing a press release, and also by indicating the change on the website of the BRLM and at the terminals of the other members of the Syndicate.

In terms of Rule 19(2)(b)(i) of the Securities Contracts (Regulation) Rules, 1957, as amended (**SCRR**), this is an Issue for at least 25% of the post-Issue capital of the Company. The Issue is being made under Regulation 26(2) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 and through a 100% Book Building Process wherein at least 75% of the Issue shall be allotted on a proportionate basis to Qualified Institutional Buyer (**QIB**) Bidders. 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price. QIBs (other than Anchor Investors) and Non-Institutional Bidders should compulsorily participate in the Issue through the Application Supported by Blocked Amount (**ASBA**) process providing details of the bank account which will be blocked by the Self Certified Syndicate Banks (**SCSBs**) to the extent of the Bid Amount for the same. Retail Individual Bidders may also participate in the Issue through the ASBA process. For details, please see the chapter entitled '*Issue Procedure'* on page 292 of this Draft Red Herring Prospectus.

RISK IN RELATION TO THE FIRST ISSUE

This being the first public issue of the Company, there has been no formal market for the Equity Shares of the Company. The face value of the Equity Shares is ₹10 and the Floor Price is [●] times of the face value and the Cap Price is [●] times the face value. The Issue Price (which has been determined and justified by the BRLM and the Company as stated under the chapter entitled '*Basis for Issue Price*' on page 92 of this Draft Red Herring Prospectus) should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active or sustained trading in the Equity Shares or regarding the price at which the Equity Shares will be traded after listing.

IPO GRADING

The Issue has been graded by [●] as [●], indicating [●].The rationale furnished by the grading agency for its grading will be updated at the time of filing the Red Herring Prospectus with the RoC. For further details, please see the chapter entitled '*General Information'* on page 47 of this Draft Red Herring Prospectus.

GENERAL RISKS

Investment in equity and equity-related securities involves a degree of risk and investors should not invest any funds in the Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in the Issue. For taking an investment decision, investors must rely on their own examination of the Company and the Issue, including the risks involved. The Equity Shares in the Issue have not been recommended or approved by the Securities and Exchange Board of India (**SEBI**), nor does SEBI guarantee the accuracy or adequacy of this Draft Red Herring Prospectus. Specific attention of the investors is invited to the section entitled '*Risk Factors*' on page 13 of this Draft Red Herring Prospectus.

COMPANY'S ABSOLUTE RESPONSIBILITY

The Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Red Herring Prospectus contains all information with regard to the Company and the Issue, which is material in the context of the Issue, that the information contained in this Draft Red Herring Prospectus is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make 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.

LISTING

The Equity Shares offered and issued through this Draft Red Herring Prospectus are proposed to be listed on the BSE and the NSE. The Company has received an 'in-principle' approval from each of the BSE and the NSE for the listing of the Equity Shares pursuant to letters dated [●] and [●], respectively. For the purposes of the Issue, the Designated Stock Exchange shall be [●].

BOOK RUNNING LEAD MANAGER	REGISTRAR TO THE ISSUE
HDFC BANK	LINK INTIME INDIA PVT LTD
HDFC Bank Limited Investment Banking Division, Trade World A Wing, 1st Floor, Kamala Mills Compound S. B. Marg, Lower Parel (West), Mumbai 400 013 Tel: +91 22 3383 9197 Fax: +91 22 4080 4114 Email: sllipo@hdfcbank.com Investor grievance email:investor.redressal@hdfcbank.com Website: www.hdfcbank.com Contact Person: Mr. Amit Kumar Singh / Mr. Anurag Byas SEBI Registration No.: INM000011252	**Link Intime India Private Limited** C 13, Pannalal Silk Mills Compound LBS Marg, Bhandup (West) Mumbai – 400 078 Maharashtra, India Tel No.: +91 22 2596 7878 Fax No.: +91 22 2596 0329 Investor Grievance Email: sll.ipo@linkintime.co.in Website: www.linkintime.co.in Contact Person: Mr. Sachin Achar SEBI Registration No.: INR 0000 04058

BID/ISSUE PROGRAMME

FOR ALL BIDDERS*	**ISSUE OPENS ON [●]**
FOR QIB BIDDERS**	**ISSUE CLOSES ON [●]**
FOR ALL OTHER BIDDERS	**ISSUE CLOSES ON [●]**

** Our Company in consultation with the BRLM may consider participation by Anchor Investors. The Anchor Investor Bidding Date shall be one Working Day prior to the Bid / Issue Opening Date.*
***Our Company in consultation with the BRLM may decide to close the Bidding for QIBs one Working Day prior to the Bid/Issue Closing Date.*

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SECTION I: GENERAL

DEFINITIONS AND ABBREVIATIONS

Unless the context indicates otherwise, the following terms have the meanings given below. Reference to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

Company/Issuer Related Terms

Term	Description
"Company", "the Issuer", "Snowman Logistics", "we", "our" or "us"	Snowman Logistics Limited
Corporate Office	54, Old Madras Road, Virgonagar, Bengaluru - 560 049, Karnataka, India
Articles of Association	The Articles of Association of our Company
Auditors / Statutory Auditors	Price Waterhouse, Chartered Accountants, our statutory auditors
Board / Board of Directors	The board of directors of our Company or any duly constituted committee of the Board of Directors
Director	A director of our Company
Equity Shares	Equity Shares of our Company with face value of ₹10 each
Equity Shareholders	A holder of Equity Shares of our Company
GDL	Gateway Distriparks Limited, our Promoter, a company incorporated under the Companies Act, 1956 and having its registered office at Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai 400 707, India
GRFL	Gateway Rail Freight Limited
Group Companies	Companies, firms, ventures etc. promoted by our Promoter, irrespective of whether such entities are covered under section 370(1)(B) of the Companies Act or not and disclosed in the chapter entitled '*Our Group Companies*' on page 150 of this Draft Red Herring Prospectus
IFC	International Finance Corporation, an international organization established by Articles of Agreement among its member countries including India
MC	Mitsubishi Corporation, a company organized under the laws of Japan and having its principal place of business at 3-1, Marunouchi, 2-Chome Chiyoda-ku, Tokyo- 100 8086, Japan
Memorandum of Association	The Memorandum of Association of our Company
MLC	Mitsubishi Logistics Corporation, a company organized under the laws of Japan and having its principal office of business at 19-1, Nihonbashi 1 Chome, Chuo-ku, Tokyo 103-8630, Japan
Nichirei	Nichirei Logistics Group Inc., a company organized under the laws of Japan and having its principal place of business at Sumitomofudosan Tsukiji Building 4F, Tsukiji 7- Chome, Chuo-ku, Tokyo 104-0045, Japan
NVP	Norwest Venture Partners VII-A Mauritius, a company organized under the laws of the Republic of Mauritius and having its principal place of business at International Financial Services Limited, IFS Court, 28 Cybercity, Ebene, Republic of Mauritius
Promoter	GDL
Promoter Group	Such persons and entities constituting the promoter group of our Company in terms of Regulation 2(1)(zb) of the SEBI ICDR Regulations and are disclosed in the chapter entitled '*Our Promoter and Promoter Group*' on page 144 of this Draft Red Herring Prospectus
Registered Office	Sy. No. 36/1, Virgonagar, Old Madras Road, Bandapura Village, Bidarehalli Hobli, Bengaluru 560 049, Karnataka, India
Shareholders' Agreement	The Amended and Restated Shareholders Agreement dated June 14, 2013, amongst our Company, GDL, MC, MLC, Nichirei, IFC and NVP
RoC	Registrar of Companies, E-wing 2nd Floor Kendriya Sadana, Kormangala, Bengaluru–560034, Karnataka

Issue Related Terms

Term	Description
Allot/Allotted Allotment	Allotment of Equity Shares pursuant to the Issue to successful Bidders
Allottee	A successful Bidder to whom the Equity Shares are Allotted
Allotment Advice	In relation to Bidders other than Anchor Investors, the note or advice or intimation of Allotment sent to the Bidders after the Basis of Allotment has been approved by the Designated Stock Exchange
Anchor Investor	A Qualified Institutional Buyer, applying under the Anchor Investor Portion with a minimum Bid of ₹ 100 million
Anchor Investor Bid Date	The day, one Working Day prior to the Bid/Issue Opening Date, on which Bids by Anchor Investors shall be submitted. No bid will be accepted from Anchor Investors prior to, or after, the Anchor Investor Bid Date
Anchor Investor Issue Price	The final price, decided by our Company in consultation with the BRLM, at which Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Issue Price but not higher than the Cap Price
Anchor Investor Portion	Up to 30% of the QIB Portion which may be allocated by our Company in consultation with the BRLM to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to Anchor Investors
Application Supported by Blocked Amount/ASBA	An application, whether physical or electronic, used by Bidders, other than Anchor Investors, to make a Bid authorising an SCSB to block the Bid Amount in the ASBA Account maintained with the SCSB. ASBA is mandatory for QIBs (except Anchor Investors) and Non Institutional Bidders participating in the Issue
ASBA Account	An account maintained with an SCSB and specified in the Bid-cum-Application-Form submitted by ASBA Bidders for blocking the amount mentioned in the Bid cum Application Form
ASBA Bid	A Bid made by an ASBA Bidder
ASBA Bidder	Prospective investors (other than Anchor Investors) in the Issue who intend to Bid/apply through the ASBA process
Banker(s) to the Issue /Escrow Collection Bank(s)	The banks which are clearing members and registered with SEBI as bankers to an issue and with whom the Escrow Account will be opened, in this case being [●]
Basis of Allotment	The basis on which Equity Shares will be Allotted to successful Bidders under the Issue and which is described in the chapter entitled '*Issue Procedure*' on page 292
Bid/Bidding	An indication to make an offer during the Bid/Issue Period by a Bidder pursuant to submission of the Bid cum Application Form, or during the Anchor Investor Bid/Issue Period by the Anchor Investors, to subscribe to or purchase the Equity Shares of our Company at a price within the Price Band, including all revisions and modifications thereto
Bid Amount	The highest value of optional Bids indicated in the Bid cum Application Form. For Retail Individual Bidders, the Bid shall be net of Retail Discount
Bid cum Application Form	The form used by a Bidder, including an ASBA Bidder, to make a Bid and which will be considered as the application for Allotment in terms of the Red Herring Prospectus
Bid/Issue Closing Date	Except in relation to any Bids received from Anchor Investors, the date after which the Syndicate and the Designated Branches of the SCSBs will not accept any Bids, which shall be notified in two national daily newspapers, one each in English and Hindi, and in a newspaper in Kannada, each with wide circulation. Our Company may, in consultation with the BRLM, consider closing the Bid/Issue Period for QIBs one Working Day prior to the Bid/Issue Closing Date in accordance with the SEBI ICDR Regulations
Bid/Issue Opening Date	Except in relation to any Bids received from Anchor Investors, the date on

Term	Description
	which the Syndicate and the Designated Branches of the SCSBs shall start accepting Bids, which shall be notified in two national daily newspapers, one each in English and Hindi, and in a newspapers in Kannada, each with wide circulation
Bid/Issue Period	Except in relation to Anchor Investors, the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof
Bid Lot	[●]
Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form
Book Building Process/Method	Book building process, as provided in Part A of Schedule XI of the SEBI ICDR Regulations, in terms of which the Issue is being made
BRLM/Book Running Lead Manager	The book running lead manager to the Issue i.e. HDFC Bank
CAN / Confirmation of Allocation Note	Notice or intimation of allocation of Equity Shares sent to Anchor Investors, who have been allocated Equity Shares, after the discovery of the Anchor Investor Issue Price, including any revisions thereof
Cap Price	The higher end of the Price Band, above which the Issue Price will not be finalised and above which no Bids will be accepted
Controlling Branches	Such branches of SCSBs which coordinate Bids under the Issue with the BRLM, the Registrar and the Stock Exchanges, a list of which is available on the website of SEBI at http://www.sebi.gov.in
Cut-off Price	Issue Price, finalised by our Company in consultation with the BRLM. Only Retail Individual Bidders are entitled to Bid at the Cut-off Price. QIBs and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price
Demographic Details	Address, Bidders bank account details, MICR code and occupation
Designated Branches	Such branches of the SCSBs which shall collect the Bid cum Application Forms used by the ASBA Bidders, a list of which is available on the website of SEBI at http://www.sebi.gov.in
Designated Date	The date on which funds are transferred from the Escrow Account or the amount blocked by the SCSBs is transferred from the ASBA Account, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, after the Prospectus is filed with the RoC, following which the Board of Directors shall Allot the Equity Shares to successful Bidders in the Issue
Designated Stock Exchange	[●]
Draft Red Herring Prospectus or DRHP	This draft red herring prospectus dated August 29, 2013, filed with SEBI, prepared in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue
Eligible NRI(s)	NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the Red Herring Prospectus will constitute an invitation to subscribe to the Equity Shares
Eligible QFIs	QFIs from such jurisdictions outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the Red Herring Prospectus will constitute an invitation to subscribe the Equity Shares offered and who have opened demat accounts with SEBI registered qualified depositary participants
Escrow Account	Account opened with the Escrow Collection Bank(s) and in whose favour the Bidders (excluding the ASBA Bidders) will issue cheques or drafts in respect of the Bid Amount when submitting a Bid
Escrow Agreement	Agreement to be entered into by our Company, the Registrar to the Issue, the BRLM, the Syndicate Members, the Escrow Collection Bank(s) and the Refund Bank(s) for collection of the Bid Amounts and where applicable, refunds of the amounts collected from the Bidders (excluding the ASBA Bidders) are made on the terms and conditions thereof
Floor Price	The lower end of the Price Band, subject to any revision thereto, at or above

Term	Description
	which the Issue Price will be finalised and below which no Bids will be accepted
HDFC Bank	HDFC Bank Limited
IPO Grading Agency	[●]
Issue	The public issue of 42,000,000 Equity Shares for cash at a price of ₹ [●] each, aggregating to ₹ [●] million
Issue Agreement	The agreement entered into on 29 August 2013 between our Company and the BRLM, pursuant to which certain arrangements are agreed to in relation to the Issue
Issue Price	The final price at which Equity Shares will be Allotted in terms of the Red Herring Prospectus. The Issue Price will be decided by our Company in consultation with the BRLM on the Pricing Date
Issue Proceeds	The proceeds of the Issue that will be available to our Company pursuant to the final listing and trading approval
Mutual Fund Portion	5% of the QIB Portion (excluding the Anchor Investor Portion), or 1,575,000 Equity Shares which shall be available for allocation to Mutual Funds
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
Net QIB Portion	The QIB Portion less Equity Shares allotted to the Anchor Investor
Net Proceeds	Proceeds of the Issue less Issue expenses. For further information about use of the Issue Proceeds and the Issue expenses, please see the chapter entitled '*Objects of the Issue'* on page 71 of this Draft Red Herring Prospectus
Non-Institutional Bidders	All Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount more than ₹ 200,000 (but not including NRIs other than Eligible NRIs)
Non-Institutional Portion	The portion of the Issue being not more than 15% of the Issue consisting of 6,300,000 Equity Shares which shall be available for allocation on a proportionate basis to Non-Institutional Bidders, subject to valid Bids being received at or above the Issue Price
Non-Resident	A person resident outside India, as defined under FEMA and includes, FIIs registered with SEBI and FVCIs registered with SEBI
Price Band	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 to. The minimum Bid Lot will be made by our Company in consultation with the BRLM and will be advertised, at least five Working Days prior to the Bid/Issue Opening Date, in [●] edition of an English national daily [●], in [●] of a Hindi national daily and [●] edition of Kannada national daily [●] (Kannada also being the regional language at the place where the Registered Office is located), each with wide circulation
Pricing Date	The date on which our Company, in consultation with the BRLM will finalise the Issue Price
Prospectus	The Prospectus to be filed with the RoC in accordance with Section 60 of the Companies Act, containing, *inter alia*, the Issue Price, the size of the Issue
Public Issue Account	Account opened with the Bankers to the Issue to receive monies from the Escrow Account and from the SCSBs on the Designated Date
QIB Portion	The portion of the Issue being not less than 75% of the Issue consisting of 31,500,000 Equity Shares which shall be available for allocation to QIBs (including Anchor Investors)
Qualified Foreign Investors or QFIs	Non-resident investors, other than SEBI registered FIIs or sub-accounts or SEBI registered FVCIs, who meet 'know your client' requirements prescribed by SEBI and are resident in a country which is (i) a member of Financial Action Task Force or a member of a group which is a member of Financial Action Task Force; and (ii) a signatory to the International Organisation of Securities Commission's Multilateral Memorandum of Understanding or a signatory of a bilateral memorandum of understanding with SEBI. Provided that such non-resident investor shall not be resident in a country which is listed in the public statements issued by Financial Action Task Force from time to time on: (i) jurisdictions having a strategic anti-money

Term	Description
	laundering/combating the financing of terrorism deficiencies to which counter measures apply; and (ii) jurisdictions that have not made sufficient progress in addressing the deficiencies or have not committed to an action plan developed with the Financial Action Task Force to address the deficiencies.
Qualified Institutional Buyers or QIBs	Qualified institutional buyers as defined under Regulation 2(1)(zd) of the SEBI ICDR Regulations
Red Herring Prospectus or RHP	The Red Herring Prospectus issued in accordance with Section 60B of the Companies Act and the SEBI ICDR Regulations, which does not have complete particulars of the price at which the Equity Shares are offered and the size of the Issue. The Red Herring Prospectus will be filed with the RoC at least three days before the Bid/Issue Opening Date
Refund Account(s)	The account opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount (excluding refund to the ASBA Bidders) shall be made
Refund Bank(s)	[●]
Refunds through electronic transfer of funds	Refunds through NECS, direct credit, RTGS or NEFT, as applicable
Registrar to the Issue /Registrar	Registrar to the Issue i.e. LinkIntime India Private Limited
Restated Financial Information or restated financial information	Restated financial information of our Company included in the section entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus
Retail Individual Bidder(s)	Individual Bidders who have Bid for Equity Shares for an amount not more than ₹200,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs)
Retail Portion	The portion of the Issue being not more than 10% of the Issue consisting of 4,200,000 Equity Shares which shall be available for allocation on a proportionate basis to Retail Individual Bidder(s)
Revision Form	The form used by the Bidders, including ASBA Bidders, to modify the quantity of Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s)
Self Certified Syndicate Bank(s) or SCSB(s)	A banker to the Issue registered with SEBI, which offers the facility of ASBA, a list of which is available on the website of SEBI at http://www.sebi.gov.in
Specified Cities	Cities specified in the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, namely, Mumbai, Chennai, Kolkata, Delhi, Ahmedabad, Rajkot, Jaipur, Bengaluru, Hyderabad, Pune, Baroda and Surat
Syndicate Agreement	Agreement to be entered into amongst the Syndicate, our Company and the Registrar to the Issue in relation to the collection of Bids in the Issue (excluding Bids from the Bidders applying through ASBA process)
Syndicate Members	[●]
Syndicate/ members of the Syndicate	The BRLM and the Syndicate Members
TRS/Transaction Registration Slip	The slip or document issued by the Syndicate, or the SCSB (only on demand), as the case may be, to the Bidder as proof of registration of the Bid
Underwriters	The BRLM and the Syndicate Member
Underwriting Agreement	The agreement amongst the Underwriters, our Company to be entered into on or after the Pricing Date
Working Day	Any day, other than Saturdays and Sundays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of the time period between the Bid/Issue Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all days excluding Sundays and bank holidays in Delhi or Mumbai in accordance with the SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010

Technical/Industry Related Terms /Abbreviations

Term	Description
3PL	Third Party Logistics
Ambient Distribution	Transportation of goods / products at normal temperatures
Bulk breaking	Converting a stored material into smaller lots
Blast Freezing	The process of rapidly bringing down the temperature of products
CFC	Chlorofluorocarbons
De-stuffing	The process of unloading products from an import container
DG set	Diesel generator set
EIA	Export Inspection Agency
EU	European Union
FEFO	First expiry first out
FIFO	First in first out
Freon 404(a)	A variant of Freon gas
GCCA	Global Cold Chain Alliance
GPS	Global positioning system
GPRS	General packet radio service
IARW	International Association of Refrigerated Warehouses
ISO 22000	International standard specifying requirements for food safety and hygiene
ISO 14001	International standard specifying the criteria for environment management system
Kitting	The picking of warehoused units to form a customised unit as per customer requirement
Labelling	Display of information about a product on its container, packaging or the product itself
MPEDA	Marine Products Export Development Authority
Milk Run	Pick-up and/or delivery on a pre-scheduled route, with intermediate halts
OHSAS	Occupational Health and Safety Assessment System
Pallet	The structural foundation of a unit load which allows for efficient handling and storage of products in warehouses
Part Cargo Consolidation	Process of assembling separate products into a consolidated package for efficient distribution
POD	Proof of Delivery
QSR	Quick Service Restaurants
Reefer Vehicles	Mobile refrigerated vehicles
Repacking	To change packaging as per customer requirement
RTE	Ready to eat
RTC	Ready to cook
Sorting	Segregation of a customer’s product as per a desired dispatch requirement
Stuffing	Loading cargo into an export container
TCL	Temperature Controlled Logistics
WFLO	World Food Logistics Organisation

Conventional and General Terms or Abbreviations

Term	Description
AGM	Annual General Meeting
AIF	Alternative Investment Fund as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
AS/Accounting Standards	Accounting Standards issued by the Institute of Chartered Accountants of India
Bn / bn	Billion
BSE	BSE Limited
CAGR	Compounded Annual Growth Rate
CDSL	Central Depository Services (India) Limited
CENVAT	Central Value Added Tax

Term	Description
CESTAT	Customs, Excise and Service Tax Appellate Tribunal
CIN	Corporate Identity Number
CIT	Commissioner of Income Tax
Companies Act	Companies Act, 1956
Depositories	NSDL and CDSL
Depositories Act	The Depositories Act, 1996
DIN	Director Identification Number
DP ID	Depository Participant's Identification
DP/Depository Participant	A depository participant as defined under the Depositories Act
EGM	Extraordinary General Meeting
EPS	Earnings Per Share
Equity Listing Agreement	Listing Agreement to be entered into with the stock exchanges on which the Equity Shares of our Company are to be listed
ERP	Enterprise Resource Planning
ESI Act	Employee State Insurance under the Employees State Insurance Act, 1948
FCNR	Foreign Currency Non-Resident
FDI	Foreign Direct Investment
FEMA	Foreign Exchange Management Act, 1999, read with rules and regulations thereunder
FEMA Regulations	FEMA (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000 and amendments thereto
FII(s)	Foreign Institutional Investors as defined under SEBI (Foreign Institutional Investor) Regulations, 1995, and registered with SEBI under applicable laws in India
Financial Year/Fiscal/FY	Unless stated otherwise, the period of 12 months ending March 31 of that particular year
FIPB	Foreign Investment Promotion Board
FSSA	Food Safety and Standards Act, 2006
FSSR	Food Safety and Standards Rules, 2011
FVCI	Foreign Venture Capital Investors
GDP	Gross Domestic Product
GIR	General Index Register
GoI / Government	Government of India
HUF	Hindu Undivided Family
ICAI	The Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
Income Tax Act	The Income Tax Act, 1961
India	Republic of India
Indian GAAP	Generally Accepted Accounting Principles in India
IPO	Initial Public Offering
IST	Indian Standard Time
IT	Information Technology
LIBOR	London Interbank Offered Rate
Mn	Million
MHE	Material Handling Equipment
MT	Metric Tonnes
NA/n.a.	Not Applicable
NAV	Net Asset Value
NECS	National Electronic Clearing Services
NEFT	National Electronic Fund Transfer
NR	Non-resident
NRE Account	Non Resident External Account
NRI	Non Resident Indian, being a person resident outside India, as defined under FEMA and the FEMA Regulations
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited

Term	Description
NSE	The National Stock Exchange of India Limited
OCB/Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly as defined under the FEMA Regulations. OCBs are not allowed to invest in the Issue.
p.a.	Per annum
P/E Ratio	Price/Earnings Ratio
PAN	Permanent Account Number
PAT	Profit After Tax
RBI	The Reserve Bank of India
Regulation S	Regulation S under the Securities Act
RoC	Registrar of Companies
RoNW	Return on Net Worth
₹/Rs./Rupees/INR	Indian Rupees
RTGS	Real Time Gross Settlement
SCRA	Securities Contracts (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992
SEBI Act	Securities and Exchange Board of India Act 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
SEBI ESOP Guidelines	Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009
Securities Act	U.S. Securities Act, 1933
SICA	Sick Industries Companies (Special Provisions) Act, 1985
Sq. ft.	Square feet
STT	Securities Transaction Tax
State Government	The government of a state in India
Stock Exchanges	The BSE and the NSE
Takeover Code	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
UK	United Kingdom
US /United States	United States of America
US GAAP	Generally Accepted Accounting Principles in the United States of America
USD or US$	United States Dollars
VAS	Value Added Services
VAT	Value added tax
VCFs	Venture Capital Funds as defined in and registered with SEBI under the SEBI (Venture Capital Fund) Regulations, 1996

The words and expressions used but not defined herein shall have the same meaning as is assigned to such terms under the Companies Act, the SCRA, the Depositories Act and the rules and regulations made thereunder.

Notwithstanding the foregoing, terms in the section entitled '*Main Provisions of Articles of Association*' the chapters entitled, '*Statement of Tax Benefits*' and '*Financial Statements of our Company*' on pages 334, 94 and 157 respectively, of this Draft Red Herring Prospectus and shall have the meanings given to such terms in these respective sections.

PRESENTATION OF FINANCIAL, INDUSTRY AND MARKET DATA

Financial Data

Unless stated otherwise, the financial data in this Draft Red Herring Prospectus is derived from the restated financial information of our Company, prepared in accordance with the Companies Act and restated in accordance with the SEBI ICDR Regulations.

In this Draft Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures in decimals have been rounded off to the second decimal.

Our Company's fiscal year commences on April 1 and ends on March 31 of the next year; accordingly all references to a particular fiscal year, unless stated otherwise, are to the 12 month period ended on March 31 of that year.

There are significant differences between Indian GAAP, US GAAP and IFRS. Accordingly, the degree to which the financial information prepared in accordance with the Companies Act and restated in accordance with the SEBI ICDR Regulations and 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 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. 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 herein to the investors and the investors should consult their own advisors regarding such differences and their impact on the financial data. For details in connection with the risks involved in the differences between the Indian GAAP and IFRS, please the risk factor entitled '*Significant differences exist between Indian GAAP and U.S. GAAP and IFRS, with which investors may be more familiar'* under the section entitled '*Risk Factors*' on page 13 of this Draft Red Herring Prospectus.

Currency and Units of Presentation

All references to:

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

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 exchange rates of the USD as on March 31, 2011, March 31, 2012 and March 31, 2013 are provided below:

Currency	Exchange rate into ₹ as on March 31, 2013	Exchange rate into ₹ as on March 31, 2012	Exchange rate into ₹ as on March 31, 2011
1 USD	54.39*	51.16**	44.65

Source: RBI Reference Rate, www.rbi.org.in
** Exchange rate as on March 28, 2013, as RBI Reference Rate is not available for March 31, 2013, March 30, 2013 and March 29, 2013 being a Sunday, Saturday and a holiday on account of Good Friday, respectively.*
*** Exchange rate as on March 30, 2012, as RBI Reference Rate is not available for March 31, 2012 being a Saturday.*

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Red Herring Prospectus has been obtained or derived from publicly available information as well as industry publications and sources. The information in this Draft Red Herring Prospectus pertaining to the temperature controlled logistics industry is derived from report of *The Temperature Controlled Logistics Industry – India*.

Ernst & Young LLP disclaimer

Industry reports and publications generally state that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured and investment decisions should not be based on such information. Accordingly, prospective investors are advised not to rely on the information in this section when making their investment decisions. Ernst & Young LLP does not assume any responsibility with regard to such a decision.

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.

We neither represent it to be comprehensive or sufficient for making business decisions nor as a replacement of professional advice. Accordingly, we may not have addressed issues of relevance to the Company or others. Our work in connection with the Report was completed on August 26, 2013 which may be some time before the Report is provided to the Company, and has not been updated for subsequent events and transactions or for any other matters which might have a material effect on the contents of the Report.

FORWARD-LOOKING STATEMENTS

This Draft Red Herring Prospectus contains certain 'forward-looking statements'. These forward-looking statements generally can be identified by words or phrases such as 'aim', 'anticipate', 'believe', 'expect', 'estimate', 'intend', 'objective', 'plan', 'project', 'will', 'will continue', '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 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 the expectations with respect to, but not limited to, regulatory changes pertaining to the industries in India which affect our Company's business and its ability to respond to them, its ability to successfully implement its strategy, its growth and expansion, technological changes, its exposure to market risks, general economic and political conditions in India which have an impact on its business activities or investments, the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally, changes in domestic laws, regulations and taxes and changes in competition in its industry. Important factors that could cause actual results to differ materially from our Company's expectations include, but are not limited to, the following:

- Our ability to effectively implement our business and growth strategies;
- Our ability to effectively respond to competition and changes in technology;
- Reduction or termination of our tax incentives;
- General economic conditions in India and overseas;
- Political conditions in India; and
- Inflation.

For further discussion of factors that could cause the actual results to differ from the expectations, please see the section entitled '*Risk Factors*', and chapters entitled '*Our Business*' and '*Management's Discussion and Analysis of Financial Condition and Results of Operations*' on pages 13, 104 and 216, respectively of this Draft Red Herring Prospectus. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual gains or losses could materially differ from those that have been estimated.

Forward-looking statements reflect the current views of our Company as of the date of this Draft Red Herring Prospectus and are not a guarantee of future performance. Neither our Company, its Directors, the Underwriters nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition. In accordance with SEBI requirements, our Company and the BRLM will ensure that investors in India are informed of material developments until the time of the grant of listing and trading permission by the Stock Exchanges.

SECTION II: RISK FACTORS

An investment in Equity Shares involves a high degree of financial risk. You should carefully consider all information in this Draft Red Herring Prospectus, including the risks described below, before making an investment in our Equity Shares. The risk factors set forth below do not purport to be complete or comprehensive in terms of all the risk factors that may arise in connection with our business or any decision to purchase, own or dispose of the Equity Shares. This section addresses general risks associated with the industry in which we operate and specific risks associated with our Company. Any of the following risks, as well as the other risks and uncertainties discussed in this Draft Red Herring Prospectus, could have a material adverse effect on our business and could cause the trading price of our Equity Shares to decline and you may lose all or part of your investment. In addition, the risks set out in this Draft Red Herring Prospectus are not exhaustive. Additional risks and uncertainties, whether known or unknown, may in the future have material adverse effect on our business, financial condition and results of operations, or which we currently deem immaterial, may arise or become material in the future. To obtain a complete understanding of our Company, prospective investors should read this section in conjunction with the sections entitled 'Our Business' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations' on pages 104 and 216 of this Draft Red Herring Prospectus respectively as well as other financial and statistical information contained in this Draft Red Herring Prospectus. Unless otherwise stated in the relevant risk factors set forth below, we are not in a position to specify or quantify the financial or other risks mentioned herein.

This DRHP also contains forward-looking statements that involve risks and uncertainties. Our results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including events described below and elsewhere in this Draft Red Herring Prospectus. Unless otherwise stated, the financial information used in this section is derived from and should be read in conjunction with restated financial information of our Company as of and for the Fiscals 2009, 2010, 2011, 2012 and 2013 in each case prepared in accordance with the Companies Act and restated in accordance with the SEBI ICDR Regulations, including the schedules, annexure and notes thereto.

Risks Relating to our Business

Internal Risks

1. ***There are criminal proceeding pending against our Promoter and our Directors which if determined against them could have an adverse impact on the business and financial results of our Company.***

   There are criminal proceedings against our Promoter and our Directors various fora. The impact of these litigations cannot be quantified. An adverse finding by the Courts may have a detrimental impact on our business. For details of the criminal litigation pending against our Director, please see the chapter entitled '*Outstanding Litigation and Material Developments*' on page 240 of this Draft Red Herring Prospectus.

2. ***Litigation risk***

   There are various litigations outstanding involving our Company, our Directors, our Promoter and our Group Companies. These legal proceedings are pending at different levels of adjudication before various fora. The amounts claimed in these proceedings have been disclosed to the extent ascertainable and quantifiable and include amounts claimed jointly and severally from our Company and other parties. Should any new developments arise, such as any change in applicable Indian law or any rulings against our Company by appellate courts or tribunals, our Company may need to make provisions in its financial statements that could increase expenses and current liabilities. Any adverse decision may have an adverse effect on our Company's business, results of operations and financial condition. The brief details of such outstanding litigation as of the date of this Draft Red Herring Prospectus are as follows:

   Litigation against our Company

Sr. No.	Nature of litigation	Number of outstanding cases	Aggregate approximate amount involved (in ₹ million)*
1.	Arbitration	2	46.49
2.	Tax	7	11.02

Litigation against our Director

Sr. No.	Name of Director	Nature of litigation	Number of outstanding cases	Aggregate approximate amount involved (in ₹ million)*
1.	Mr. Gopinath Pillai	Criminal	1	NA*
2.	Mr. Prem Kishan Dass Gupta	Criminal	2	NA*
3.	Mr. Saroosh Dinshaw	Criminal	1	NA*
4.	Mr. Shabbir Hassanbhai	Criminal	1	NA*
5.	Mr. Michael Philip Pinto	Criminal	1	NA*

**Litigation that is not quantifiable is represented as NA*

Litigation against our Promoter, Gateway Distriparks Limited

Sr. No.	Nature of litigation	Number of outstanding cases	Aggregate approximate amount involved (in ₹ million)*
1.	Civil	2	₹2.26
2.	Arbitration	2	₹16,803
3.	Tax cases	10	₹1,035.86
4.	Consumer	21	₹106.31 + USD 1.23
5.	Labour	2	NA

**Litigation that is not quantifiable is represented as NA*

Litigation against our Group Companies

Sr. No.	Name of Group Company	Nature of litigation	Number of outstanding cases	Aggregate approximate amount involved (in ₹ million)*
1.	Gateway Distriparks (South) Private Limited	Civil	4	4.62
2.	Gateway Distriparks (South) Private Limited	Labour	1	NA
3.	Gateway East India Private Limited	Civil	1	2.50
4.	Gateway East India Private Limited	Tax	3	24.49
5.	Gateway Rail Freight Limited	Civil	14	22.36
6.	Gateway Rail Freight Limited	Labour	1	0.39
7.	Gateway Rail Freight Limited	Arbitration	2	16,803

Sr. No.	Name of Group Company	Nature of litigation	Number of outstanding cases	Aggregate approximate amount involved (in ₹ million)*
8.	Gateway Distriparks (Kerala) Limited	Civil	4	13.71
9.	Gateway Distriparks (Kerala) Limited	Tax	1	1.32
10.	Chandra CFS and Terminal Operators Limited	Tax	2	1.67
11.	Chandra CFS and Terminal Operators Limited	Notices	1	2.08

**Litigation that is not quantifiable is represented as NA*

For details of the litigations pending against our Company, our Director, our Promoter and our Group Companies, please see the chapter entitled '*Outstanding Litigation and Material Developments*' on page 240 of this Draft Red Herring Prospectus.

3. ***A select group of our customers contribute significantly to our revenues and failure to retain one or more of them will have an adverse effect on our financial performance and results of operations.***

During Fiscal 2011, Fiscal 2012 and Fiscal 2013, our top 20 customers contributed approximately ₹256.33 million, ₹306.49 million and 443.66 million constituting 56.75%, 49.92% and 39.02%, respectively, of our total revenues. While our reliance on the said group of customers has reduced over time, we may continue to remain dependent upon them for a substantial portion of our revenues. In such an event, our failure to retain one or more of them will have an adverse effect on our financial performance and our results of operations.

Further, our dependence on select customers also results in a reliance on the industry segment in which these customers operate. To illustrate, Graviss Foods Private Limited, one of our top 20 customers is in the ice cream industry. If Graviss Foods Private Limited or the industry segment in which Graviss Foods Private Limited operates suffers a downturn, for any reason, our results of operations and our financial performance could be adversely affected. In addition, if the reputation of one of our customers is significantly impaired, it could potentially have a trickle-down effect on our business, results of operations and financial performance.

In addition, we enter into contracts with our customers which are generally subject to negotiations every year. Our reliance on a select group of customers may also constrain our ability to negotiate these agreements, which may have an impact on our profit margins and financial performance.

4. ***We face several risks associated with the setting up of our new warehouses which could hamper our growth and consequently our business and financial condition.***

A significant part of the Net Proceeds from the Issue is allocated for capital expenditure for setting up new temperature controlled warehouses. When setting up new temperature controlled warehouses, we may encounter cost overruns or delays for various reasons including delays in construction, delay in receiving government approvals and non-delivery of equipment by suppliers. If any warehouse proposed to be set up is not completed in a timely manner, or at all, our business and results of operations may be adversely affected. Further, our budgeted resources may prove insufficient to meet our requirements which could drain our internal accruals or compel us to raise additional capital which may not be available on terms favourable to us or at all.

In addition:

- we may not be able to recruit skilled and experienced manpower to set-up and operate our new warehouses in a timely manner; and
- the warehouse(s) we set-up may not achieve anticipated levels of profitability.

Any one, or a combination of these factors, could undermine the objects of this Issue and hamper our growth. The occurrence of any such event could adversely affect our business, financial condition, and results of operations.

5. ***We have not, as on the date of this Draft Red Herring Prospectus, entered into a definitive agreement for the land on which we propose to set up one of our warehouses.***

The primary object of the Issue is capital expenditure for setting up new warehouses. We propose to utilise ₹1,303.75 million from the total issue proceeds towards capital expenditure for construction of 6 (six) temperature controlled warehouses and 2 (two) ambient warehouses. As of the date of this Draft Red Herring Prospectus, we have not entered into a definitive agreement in respect of the land on which our Chennai – II warehouse is proposed to be set up. For further details please see the chapter entitled '*Objects of the Issue'* on page 71 of this Draft Red Herring Prospectus.

6. ***We have not, as on date of this Draft Red Herring Prospectus, obtained certain licenses or approvals for warehouses for which funds are being raised through the Issue. Any delay or an inability to obtain approvals may adversely impact our ability to set up the proposed warehouses and consequently have a detrimental impact on our growth prospects.***

As on the date of this Draft Red Herring Prospectus, we have not made applications for the necessary licenses and approvals from various authorities for setting up and operating the warehouses for which funds are being raised through the Issue. If we are unable to procure these approvals timely or at all, we may be unable to set up the new warehouses according to our projected timelines or at all. Our inability to set up the new temperature controlled warehouses may have an adverse effect on our business and growth prospects.

7. ***We have not placed orders for certain plant and machinery for which funds are being raised through the Issue. Unavailability or increase in costs of the plant and machinery could have an adverse effect on our financial condition and our growth prospects.***

We propose to utilise ₹1,030.75 million from the Net Proceeds towards capital expenditure, of which approximately ₹631.15 million constituting 44.50% of our total fund requirement towards capital expenditure will be spent on plant and machinery. As of the date of this Draft Red Herring Prospectus, we have entered into definitive agreements or placed orders for the purchase of plant and machinery aggregating only ₹351.34 million constituting 24.67% of the proposed expenditure in that regard. In addition, most of the quotations are time-bound and may be subject to revisions.

Further, certain portion of the expenditure on plant and machinery will be on imported equipments. Consequently, any significant foreign currency fluctuation may have an adverse impact on our project cost and any increase in costs in excess of our estimates may need to be funded through internal accruals or through debt which may be not be available on favourable terms or at all. For further details please see the chapter entitled '*Objects of the Issue'* on page 71 of this Draft Red Herring Prospectus.

8. ***The objects of the Issue for which funds are being raised have not been appraised by any bank or financial institution. Any variation in the estimates could affect our growth prospects.***

Our funding requirement including our long term working capital requirement is based on management estimates and has not been appraised by any bank or financial institution. Our funding requirements are based on our current business plan and may vary based on various factors including macroeconomic changes. In view of the dynamic nature of the industry in which we operate, we may have to revise our business plan from time to time and, consequently, the funding requirement and, the utilization of proceeds from the Issue may also change. This may also include re-scheduling the proposed utilization of Net Proceeds at the discretion of our management. We may make necessary changes to the utilisation of Net Proceeds in such cases in conformity with the provisions of the Companies Act in relation to the change in the objects in a public issue. In the event of any variations in actual utilization of funds earmarked for the above activities, any increased fund deployment for a particular activity may be met from funds earmarked from any other activity and/or from our internal accruals. Further, any such revision in the estimates may require us to revise our projected expenditure and may have a bearing on our expected revenues and earnings.

9. ***We have not entered into any definitive agreements to monitor the utilization of the Issue Proceeds.***

The SEBI ICDR Regulations stipulates the appointment of monitoring agency only where the issue size is in excess of ₹5,000 million. We will not be appointing monitoring agency and the deployment of Net Proceeds as stated in chapter entitled '*Objects of the Issue'* on page 71 of this Draft Red Herring

Prospectus, is not expected to be monitored by an independent agency.

10. ***We are yet to receive certain regulatory approvals in respect of our operations. An inability to maintain licences and approvals may adversely affect our business and results of operations.***

We require various registrations, licences and approvals to operate our warehouses. Some of the more important approvals are in respect of environmental laws, registrations under the Factories Act, 1948, the Food Safety Standards Act, 2006 (**FSSA**) and in respect of contract labour. While we have obtained a significant number of approvals from the relevant authorities we are yet to receive certain approvals. We cannot assure you that we will receive these approval / clearances in time or at all. Additionally, we will need to apply for renewal of approvals which expire / seek fresh approvals, from time to time, as and when required in the ordinary course of our business. Further, the approvals and licences obtained by us may contain conditions, some of which could be onerous.

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

If we are unable to timely obtain or maintain the necessary approvals, registrations or clearances, at present or in future, it may have an adverse impact on our business, results of operations and financial performance.

For details of regulatory approvals and licences of our Company, please see the chapter entitled '*Government Approvals*' on page 258 of this Draft Red Herring Prospectus.

11. ***If we are unable to effectively implement our business and growth strategies, our results of operations may be adversely affected.***

Our success will depend, in large part, on our ability to effectively implement our business and growth strategies. We cannot assure you that we will be able to execute our strategies in a timely manner or within the budget estimates or that we will meet the expectations of our customers. We believe that our business and growth strategies will place significant demands on our senior management and other resources and will require us to develop and improve operational, financial and other internal controls. Further, our business and growth strategies may require us to incur further indebtedness. Any inability to manage our business and growth strategies could adversely affect our business, financial condition and results of operations.

As part of our growth strategy, we propose to increase the number of warehouses that we operate by setting up warehouses in new geographic locations. There can be no assurance that we will be able to set up the new warehouses according to our projected timelines or at all. An inability to set up the warehouses on time, or at all, could materially impact our ability to achieve our goal of rapidly expanding our domestic footprint and penetrating hitherto untapped geographies.

Our inability to maintain our growth or failure to successfully implement our growth strategies could have an adverse impact on the results of our operations, our financial condition and our business prospects.

12. ***Conditions and restrictions imposed on us by the agreements governing our indebtedness could adversely affect our ability to operate our business.***

Our financing agreements include conditions and restrictive covenants that require us to obtain consents from respective lenders prior to carrying out specified activities and entering into certain transactions. Our lenders have certain rights to determine how we operate our businesses, which, amongst other things, restrict our ability to borrow additional debt, declare dividends or incur capital expenditures beyond prescribed thresholds, change the shareholding pattern/management of our Company, issue any guarantee, use other bank's facilities, enter into any derivative transactions, enter into any profit sharing agreements, make investments other than in the ordinary course of business, sell/transfer/lease/dispose substantial part of assets, and form or acquire any subsidiaries. We cannot assure you that we will be able to obtain approvals to undertake any of these activities as and when required or comply with such covenants or other covenants in the future.

Further, these debt obligations are typically secured by a combination of security interests over our assets and hypothecation of movables and future receivables. The security allows our lenders to sell the relevant assets in the event of our default, convert outstanding debt into equity, nominate directors to our Board or exercise other such related rights.

Under such financing agreements, we are also required to comply with certain financial covenants, such as maintaining prescribed financial ratios at all times.

Further, if we incur more debt or if there is an increase in the applicable interest rates for our existing debt, our interest payment obligations will increase and we may become subject to additional conditions from lenders, including additional restrictions on the operation of our business. The financing agreements that we are party to, or which we may enter into in the future, may be unilaterally terminated by our lenders or the lenders could decline to lend to us under such agreements. Further, we cannot assure you that we will be able to raise additional financing on favourable terms, or at all. Any failure in the future to obtain sufficient financing could result in a lack of cash flow to meet our operating requirements and, therefore, could have an adverse effect on our business, financial condition and results of operations.

Further, the loans extended to us by our lenders are conditional upon the corporate guarantee extended by our Promoter, GDL. There can be no assurance that our Promoter will continue to extend such a guarantee in the future. In the event our Promoter does not extend the necessary guarantee or if we are unable to find a guarantor to our lenders' satisfaction our ability to maintain and raise future debt could be adversely impacted. If we are unable to raise debt, we may not be able to meet our financing requirements for our expansion plans which could have an adverse effect on our business and results of operations. For further details please see the chapter entitled '*Financial Indebtedness*' on page 214 of this Draft Red Herring Prospectus.

13. ***We operate a large number of our warehousing facilities on leased land. If we are unable to timely renew our leases or enter into fresh agreements on favourable terms or at all, our business, financial condition and results of operations may be adversely affected.***

As an integrated temperature controlled logistics service provider our temperature controlled warehouses are critical to our business. In Fiscal 2013, our temperature controlled warehousing business constituted 46.23% of our total revenues. Consequently, the lands on which our temperature controlled warehouses are located are crucial to our business. While we have, in the past, acquired the land on which our temperature controlled warehouses are located, with the increasing unavailability, and rising cost of land, acquiring land is no longer economically viable. Accordingly, our more recent temperature controlled warehouses are located on lands that have been taken on lease. As on July 31, 2013, 11 of the 21 temperature controlled warehouses we operate were on properties taken on lease. While a majority of our leases are for around 20 years with a specified lock-in we could be required to relocate these temperature controlled warehouses, should the lease be terminated for any reason. Further, there can be no assurance that we will be able to timely renew these agreements or enter into fresh agreements in future, on favourable terms, or at all.

In the event that any of our lease agreements are not renewed, we will be required to expend time and financial resources to locate suitable temperature controlled warehouses, which may adversely affect our financial condition. Also, we may be unable to relocate a temperature controlled warehouse to an appropriate location in a timely manner, or at all. Further, there can be no assurance that a relocated temperature controlled warehouse will be as commercially viable.

If a lease agreement is terminated, prior to its tenure or if it is not renewed or if we are required to cease business operations at a property, for any reason whatsoever, our business, financial condition and results of operations may be adversely affected. Further, if the vacated property is leased or sold to a competitor, we may also face increased competition in that geographic area which could adversely affect our market share and revenues.

14. ***We do not own the land on which our Registered Office is situated. Inability to timely renew the lease may have an adverse impact on our results of operations and financial results.***

Our Company does not own the land where our Company's Registered Office is situated. In terms of the lease agreement, our Company pays monthly rent for the land on which our Registered Office is situated. In the event the lease agreement is terminated prior to the expiry of the 20 year lease period or if we are unable to secure a renewal of the lease, we will be required to relocate both our Registered Office and our temperature controlled warehouse located on the same land for which we may be required to incur significant expenditure. In addition, identifying suitable land for the Registered Office and the temperature controlled warehouse could place significant demands on our senior management and other resources. Any inability on our part to timely identify a suitable location for our registered office could have an adverse impact on our business.

15. ***We do not own a few of the trademarks that we use and also a logo related to our business and may consequently be unable to defend any infringement of our intellectual property rights.***

We believe that one of the key factors of our success is our brand recall. While our erstwhile trade name '*Snowman Frozen Foods'* is registered, *'Snowman Logistics Limited'* is yet to be registered. While we have made applications for registration of the name of our Company under the Trade Marks Act, 1999, with the relevant authorities, the process of registration in India is time-consuming and there can be no assurance that we will be granted the trademark, soon or at all. If we are unable to obtain the requisite registration our intellectual property may be used by others including our competitors, thereby diluting our brand value and our goodwill. In addition, our ability to defend any infringement of our intellectual property rights may be hampered by lack of registration since we will only be able to initiate proceedings for passing-off (which are potentially more onerous to prosecute), which could adversely affect our brand, our goodwill and business prospects. For details of trademarks that we own, please see the chapter entitled '*Our Business*' on page 104 of this Draft Red Herring Prospectus.

16. ***Our temperature controlled distribution business is heavily reliant on third party service providers for the Reefer Vehicles and on the operators of these vehicles. Any lapse or failure on the part of these service providers could have a detrimental impact on our reputation and business prospects.***

Our temperature controlled distribution business is our second largest source of revenue and constitutes 34.99% of our total revenue from operations for Fiscal 2013. As on July 31, 2013, we operated 238 Reefer Vehicles of which 175 were leased, either in part or full, from various third party service providers, which constituted 73.53% of our total operational fleet. We operate these leased vehicles pursuant to contracts, generally valid for a period of 18 months to 6 years, with third party service providers. In particular, we lease 163 vehicles constituting 93.14% of our entire contracted fleet from two service providers. If we are unable to timely renew the lease on the vehicles provided by these entities on similar terms or at all, we will be required to identify new service providers which, amongst others, will be time consuming. Further, if we are unable to procure the services of other service providers capable of adequately servicing our needs we may be compelled to purchase new vehicles which will require significant capital outlay. In addition, our inability to operate Reefer Vehicles for a reasonable length of time would have an adverse impact on our reputation, results of operations and financial performance.

Further, almost all the operators of the Reefer Vehicles including the drivers are engaged through third party contractors. While we consistently monitor the progress of the Reefer Vehicles en route, we have little control over these operators. In the recent past some of the drivers of our Reefer Vehicles were penalised for violation of certain laws. While we have contracts which assign liability to the third party service providers there can be no assurance that we will not be made party to the proceedings or that action will not be initiated against us. Further, if we are held liable for these violations our insurance cover may not be sufficient or even available. Any such event could have a significant impact on our reputation and consequently our business prospects and profits.

17. ***Failure in maintaining the requisite standard for storage of products warehoused with us / transported through us could have a negative impact on our business.***

We are required to maintain the requisite standard for storage of the products that we warehouse and distribute. We achieve this through various means including by ensuring that our temperature controlled warehouses adhere to prescribed regulatory standards and deploying data loggers in our Reefer Vehicles to ensure continuous monitoring of temperature. However, if we consistently, or frequently, fail to maintain the prescribed and / or requisite standards at our temperature controlled warehouses or our Reefer Vehicles, we may be unable to retain our customers which may have an adverse impact on our business, growth prospects and our financial results.

Further, in the event that we fail to maintain the prescribed and / or requisite standards of storage or if the integrity of products that are warehoused or distributed is compromised, we could be in breach of our contractual obligations to our customers which could lead, amongst others, to monetary damages. For instance, we are presently in arbitration against one of our customers who has alleged that we failed to maintain the quality of the ice-creams warehoused and distributed by us, which allegedly caused significant loss to the said customer. For further details, please see the chapter entitled '*Outstanding Litigation and Material Developments'* on page 240 of this Draft Red Herring Prospectus. In addition, given that a majority of the products handled by us are ultimately consumed by the general public we face potential public liability which may be significantly in excess of our insurance cover. Further, we may also face criminal liability in this respect.

18. ***Our operations are power intensive and our fuel expenses constitute a significant component of our operating costs. If we are unable to pass on the costs to our customers, our profit margins may be adversely affected.***

Our temperature controlled warehouses consume significant amounts of electricity and the cost of electricity constitutes 12.34% of our operating expenses for Fiscal 2013. We meet our power requirements through various sources, such as state electricity boards and back-up diesel generator sets. Any continuous or chronic interruption in power supply to our warehousing facilities will have a material adverse impact on our business and results of operations. Further, some of the states in which we operate suffer from an acute shortage of electricity, in particular during summer.

In addition, all our Reefer Vehicles and other vehicles operated by us run on diesel. Recently, the Government of India partially de-regulated diesel prices, consequent to which diesel prices have been steadily increasing. Any significant increase in the price of diesel will have a detrimental impact on our margins. While we attempt to pass on the cost to our customers by increasing our rates, there can be no assurance that we will be able to do so in part or in full, in future. Further, our inability to pass on the entire cost of electricity to our customers in the event of a significant rise in the unit cost of electricity could adversely affect out profit margins.

19. ***We have a large work force and our employee benefit expense is significant component of our operating costs. An increase in employee benefit expense could reduce our profitability.***

Our operations are highly dependent on our skilled and semi-skilled labour. Over the years, our employee benefit expense has been a significant component of our operating costs. In Fiscal 2011, Fiscal 2012 and Fiscal 2013, our employee benefit expense was ₹71.03 million, ₹97.65 million and ₹129.32 million, constituting 14.93%, 15.21% and 11.33%, respectively, of our total revenue. Due to economic growth in the past and the increase in competition for skilled and semiskilled employees in India, wages in India have, in recent years been increasing at a fast rate. Further, our proposed expansion plan to augment growth will also result in increase in our work force and may also necessitate increased levels of employee compensation. In addition, we may also need to increase our compensation levels to remain competitive in attracting and retaining the quality and number of skilled and semi-skilled employees that our business requires. Finally, many of our employees receive salaries that are linked to minimum wage laws in India and any increase in the minimum wage in any state in which we operate could increase our operating costs. In addition, a shortage in the labour pool or other general inflationary pressures will also increase our labour costs.

A significant long-term increase in our employee benefit expense could reduce our profitability, which could, amongst others, impact our growth prospects.

20. ***We are heavily dependent on machinery for our operations. Any break-down of our machinery will have a significant impact on our business, financial results and growth prospects.***

Our warehousing and distribution businesses are heavily dependent on plant and machinery including air conditioners, data loggers, Reefer Vehicles, forklifts and ante trucks. Any significant malfunction or breakdown of our machinery may entail significant repair and maintenance costs and cause delays in our operations. Further, if we are unable to repair the malfunctioning machinery, our operations may need to be suspended until we procure machinery to replace the same. Any malfunction or break-down of our machinery may also cause the quality of products stored with us to be affected. Consequently, we may be liable for breach of our contractual obligations with our customers. Any breach of our obligations may result in termination of our contracts with our customers which could have an adverse impact on business, reputation and our financial results. Further, we may also be open to public liability from the end consumer for defects in the quality of the product.

21. ***Any failure of our information technology systems could adversely impact our business.***

Our day to day operations depend on our information technology systems. All our operations function under an ERP system and we rely heavily on our information technology systems including for tracking the status of products stored with us, temperature recordings as well as for tracking the movement of our Reefer Vehicles. We also use information technology systems for routine corporate activities such as processing of financial information, managing information pertaining to creditors/ debtors and engaging in normal business activities. Although we believe that we have effective backup systems in place, any partial or complete disruption of our information technology systems could adversely impact our business and the result of our operations.

22. ***Changes in technology may render our current technologies obsolete or require us to undertake substantial capital investments, which could adversely affect our results of operations.***

Technologies currently under development or that may be developed in the future, if employed by our existing competitors or new entrants, may adversely affect our competitiveness. The development and application of new technologies involve time, substantial cost and risk. Our competitors may be able to deploy new technologies, such as those pertaining to refrigeration, before us and we cannot predict how emerging and future technological changes will affect our operations or the competitiveness of our services. If we fail to successfully implement new technologies in a timely manner or at all, our business, financial condition and results of operations may be adversely affected.

23. ***Accidents could result in the slowdown or stoppage of our operations and could also cause damage to life and property.***

We believe that each of our warehouses and Reefer Vehicles has adequate equipments to ensure and meet necessary safety standards. However, certain accidents / mishaps may be unavoidable or may occur *inter alia* on account of negligence in complying with prescribed safety standards. Therefore, although we take all necessary steps to ensure safety, accidents, including human fatalities, may occur and there can be no assurance that our safety measures and the precautions undertaken will be completely effective or sufficient.

Further, although we maintain third party liability insurance, the liability incurred may far exceed the insurance cover. Any accident at our warehouses or involving our Reefer Vehicles could also harm our reputation. Such accidents, irrespective of the monetary liability, may have an adverse impact on our business and reputation.

24. ***We are heavily reliant on our key management personnel and persons with specialised technical know-how. Failure to retain or replace them will adversely affect our business.***

In order to successfully manage and expand our business, we are dependent on the services of key management personnel, and our ability to attract, train, motivate and retain skilled employees, including technicians and other professionals. In addition, the temperature controlled logistics business is highly technical in nature and requires personnel with specialized knowledge / skill-sets and in India, premier institutions of higher education catering to this technology are limited and personnel with the requisite expertise are not easily available. If we are unable to hire additional personnel or retain existing qualified personnel, in particular our key management personnel and persons with specialised technical know-how, our operations and our ability to expand our business may be impaired and our revenues may decline. Further, we may be unable to hire and retain enough skilled and experienced employees to replace those who leave or may not be able to re-deploy existing resources successfully. Failure to hire or retain key management personnel and skilled and experienced employees could adversely affect our business and results of operations.

25. ***If revenues from certain markets are adversely affected our results of operations and financial condition would be adversely affected.***

While we have a geographic presence across various cities and towns in India, we are heavily dependent on certain markets for our income from operations. We believe that as of July 31, 2013, Mumbai, Bengaluru and Chennai markets contributed significantly to our total revenues. If the share of our revenues from these cities reduces significantly, it may adversely affect our results of operations and financial condition.

26. ***Delays or defaults in client payment could result in reduction of our profits.***

One of the risks involved in relation to our business is the practice of extending credit for long periods of time and the uncertainty regarding the receipt of outstanding amounts. Due to these industry conditions, we have and will continue to have high levels of outstanding receivables. In Fiscal 2013, we had ₹267.69 million worth of trade receivables i.e., 23.46% of our total revenues. If the delays or defaults in client payments continue or increase in proportion to our total revenues, it will result in a reduction of our profits. Further, while we may exercise a lien over the products warehoused, in the event of a non-payment of dues, there can be no assurance that we will be able to successfully sell the products to recover our dues in part or full.

27. ***The interests of our Directors may cause conflicts of interest in the ordinary course of our business.***

Conflicts may arise in the ordinary course of decision making by our Board. Some of our Non-Executive Directors are also on the board of directors of certain companies engaged in businesses similar to our business. There can be no assurance that our Directors will not provide competitive services or otherwise compete in business lines in which we are already present or will enter into in the future. If any of our Directors are faced with a conflict of interest, they may choose to favour the business competing with our Company. This may affect our business, growth prospects and our financial condition.

28. ***We avail certain tax benefits which may not be available to us in the future. Loss of these tax benefits may result in a decrease in our margins. Taxes and other levies imposed by the Central or State Governments, as well as other financial policies and regulations, may have an adverse effect on our business, results of operations and financial condition.***

We are subject to taxes and other levies imposed by the Central or State Governments, including customs duties, excise duties, central sales tax, service tax, income tax, value added tax, local body taxes and other taxes, duties or surcharges introduced on a permanent or temporary basis from time to time. The central and state tax schemes in India are subject to change from time to time. Any adverse changes in any of the taxes levied by the Central or State Governments may adversely affect our competitive position and results of operations. Further, we cannot assure you that certain tax incentives, that we currently avail, will continue to be available in the future. Illustratively, subject to the fulfilment of prescribed conditions, our Company is entitled to claim deduction under Sec 35AD of Income Tax Act, 1961. The said tax benefit entitles us to a deduction of capital expenditure. Up to AY 2012 – 2013, we were entitled to a 100% deduction which has been increased to 150% deduction from AY 2013-2014, incurred wholly and exclusively for the purpose of setting up and operating cold chain facilities. Our Company is eligible for the said deductions for temperature controlled warehouses set up after the date from which this deduction is applicable. Changes in, or elimination of, tax incentives may adversely affect our financial condition and results of operations. Further, any withdrawal or reduction or other adverse modification in the income tax regime could have an adverse impact on our business, financial condition and results of operations.

29. ***If we cannot respond effectively to competition, our financial condition may be adversely affected.***

The temperature controlled logistics sector is fragmented with various regional and / or unorganised service providers, consequent to which we face intense competition. It is estimated that over 90% of the temperature controlled logistics warehousing and around 80% of temperature controlled distribution is catered to by regional and / or unorganised service providers. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* These operators may also have a significant pricing advantage since the scale of their operations would, generally, be smaller. In addition, while the cost of setting-up wide-ranging temperature controlled operations may be significant, the cost of setting-up basic level cold storage facilities is low and the approvals and clearances required are not prohibitive. Consequently, the entry barriers for regional and / or unorganised service providers are not significant.

The Indian temperature controlled logistics industry is still in its nascent stages. If transnational operators set up their business in India or any major multi-brand distributors opt to set up their own temperature controlled warehousing and distribution services, we may not be able to effectively compete with the scale of their operations and could face significant pressure on our margins. If we are unable to effectively respond to competition from existing players and /or new entrants, and consequent pricing pressures, it will adversely affect our business, financial condition and results of operations.

30. ***Our inability to deliver products in a timely manner may affect our reputation and business prospects.***

Time is of the essence in our business. Our operations are dependent upon timely pick-up and delivery of products that are stored in our temperature controlled warehouses or that are distributed by us. However, distribution of such products may be subject to delays including due to factors beyond the control of our Company. Any delay in the delivery of products may result in breach of the contract with our customers and may be ground for termination of our agreements. An inability to retain our customers may harm our reputation and will have an adverse impact on our financial performance and business prospects.

Further, a delay in the distribution of temperature sensitive products may compromise the integrity and quality of the product and could render us susceptible to litigation from our customer and to potential claims from the end consumer of such products. While, thus far, no proceedings have been initiated against us in this regard, there can be no assurance that we will not face such risks in future or that we will not be subject to litigation.

31. ***Conflicts of interest may arise out of common business objects shared by our Company and certain of our Group Companies. There can be no assurance that such Group Entities will not compete with our existing business or any future business that we may undertake or that their interests will not conflict with ours.***

Some of our Group Companies could offer services that are related to our business, which could lead to potential conflicts of interest. The memorandum of association of each of these entities entitles each of them to undertake and carry out businesses that are similar or related to our business. Although we have not faced competition from or had any conflicting interests with our Group Companies thus far, there can be no assurance that our Group Companies will not provide comparable services, expand their presence or acquire interests in competing ventures in the locations in which we operate. As a result, a conflict of interest may occur between our business and the business of our Group Companies which could have an adverse effect on our operations.

Further, there may be conflicts of interest in addressing business opportunities and strategies where other companies in which our Promoter, our Promoter Group and Group Companies have equity interests are also involved. In addition, new business opportunities may be directed to these affiliated companies instead of us leading to loss of our business and revenues.

32. ***We may be held liable for the payment of wages to the contract labourers we engage in our transportation business and for civil works.***

In order to retain flexibility and control costs, our Company appoints independent contractors who, in turn, engage on-site contract labour for performance of our civil works and for our transportation business. As on July 31, 2013, 840 workers constituting 70.53% of our total workforce were engaged by us on contract labour basis. Although our Company does not engage these labourers directly, we may be held responsible for any wage payments to be made to such labourers in the event of default by such independent contractor. If we are required to pay the wages of the contracted employees, our results of operations and financial condition could be adversely affected. In addition, under the Contract Labour (Regulation and Abolition) Act, 1970, we may be required to absorb a number of such contract labourers as permanent employees if certain prescribed criteria are met. Any order from a regulatory body or court directing us to absorb our contracted employees could have an adverse effect on our business, results of operations and financial condition.

Further, we could be held liable for the acts committed by, or omission on the part of, personnel engaged by us on contract labour basis.

33. ***Our Promoter will continue to hold a significant equity stake in our Company after the Issue which affect our ability to raise further capital.***

Following completion of the Issue, our Promoter will continue to hold 35.64% of our equity share capital (assuming the Issue is fully subscribed). In the event of GDL acquires Nichirei's entire shareholding in our Company prior to completion of this Issue, it will hold 40.04%, of our equity share capital (assuming the Issue is fully subscribed). GDL, will, therefore, have the ability to significantly influence our operations. This will include the ability to appoint Directors to our Board and the right to approve significant actions at Board and at shareholders' meetings including issue of Equity Shares, payment of dividends, determining business plans, mergers and acquisitions strategy. Further, if, in future, our Promoter is unwilling to dilute its equity stake in our Company and does not, or is unable to, fund us, our growth may be affected. In addition, the trading price of the Equity Shares could be materially adversely affected if potential new investors are disinclined to invest in us because they perceive disadvantages to a large shareholding being concentrated in our Promoter. For details of stake in our Company held by our Promoter, please see the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus.

34. ***We may raise additional equity capital which may dilute your existing shareholding.***

Our growth and business strategies may require us to raise additional capital. We have, recently, raised ₹600 million through an issue of Equity Shares to Norwest Venture Partners VII-A Mauritius (**NVP**) and in the past we have raised equity capital from the International Finance Corporation (**IFC**). In future, we may meet additional capital requirements through a further issue of securities. Any issuance of Equity Shares to persons other than the Equity Shareholders will dilute your existing equity shareholding. Further, we may obtain funding from our Promoter through an equity infusion. This will also dilute your shareholding.

35. ***We may have issued Equity Shares in the last one year at a price less than the Issue Price. We cannot guarantee that the price of shares of our Company will be remain unchanged in the future.***

In the last 12 months we issued fresh Equity Shares to NVP and to some of the directors of our Company and the directors of our Promoter at a price of ₹35/- per Equity Share. There can be no assurance that the Equity Shares offered through the Red Herring Prospectus will be available at a similar price. Further, the Equity Shares allotted to investors pursuant to this Issue may be priced significantly higher due to various reasons including better performance by the Company, better economic conditions and passage of time.

36. ***Our operations are subject to varied business risks and our insurance cover may prove inadequate to cover our economic losses.***

Our operations are subject to various risks and hazards which may adversely affect revenue generation and profitability. While we believe that we have taken adequate safeguards to protect our assets from various risks inherent, including by purchasing and maintaining relevant insurance cover, it is possible that our insurance cover may not provide adequate coverage in certain circumstances.

We maintain general all risk insurance for each of our properties including cover for fire, flood and earthquake. While we believe that we are sufficiently covered, certain types of losses may be either uninsurable or not economically insurable, such as losses due to acts of terrorism or war. Should an uninsured loss occur, we could lose our investment in, as well as anticipated profits and cash flow from, such a property. In addition, even if any such loss is insured, there may be a significant deductible on any claim for recovery prior to our insurer being obligated to reimburse us for the loss, or the amount of the loss may exceed our coverage for the loss. Further, even in the case of an insured risk occurring there can be no assurance that we will be successful in claiming insurance in part or full and, further, or the insurance purchased by us may be insufficient to cover the loss occasioned by the risk. Any loss that is not covered by insurance or for which we are unable to successfully claim insurance or which is in excess of the insurance cover could, in addition to damaging our reputation, have an adverse effect on our business, financial condition and results of operation. Further, an insurance claim once made could lead to an increase in our insurance premium.

37. ***Contingent liabilities that have not been provided for could adversely affect our financial condition.***

As of March 31, 2013, we had certain contingent liabilities that had not been provided for in our restated financial information. The details of such contingent liabilities are as follows:

Particulars	As of March 31, 2013 (in ₹ million)
Bank Guarantees	6.21
Income Tax Matters	0.77
Wealth Tax Matters	0.30

38. ***Our management will have significant flexibility in temporarily investing the Net Proceeds of the Issue.***

We intend to use the Net Proceeds of the Issue for capital expenditure and long term working capital. For further details, please see the chapter entitled '*Objects of the Issue'* on page 71 of this Draft Red Herring Prospectus. Pending such utilisation of the Net Proceeds of the Issue, we have significant flexibility to temporarily invest such Net Proceeds of the Issue in accordance with the policies established by the Board. Our management may also determine that it is appropriate to revise our estimated expenditure, fund requirements and deployment schedule for various reasons including revision in cost estimates, exchange rate fluctuations and external factors, which may not be within the control of our management but may affect the use of Net Proceeds.

39. ***We may be unable to enforce our rights under some of our agreements with our customers on account of insufficient stamping and non-registration.***

We enter into agreements with our customers for our warehousing and transportation business. The terms, tenure and the nature of the agreement may vary depending amongst others on the product and the customer. Some of the agreements executed by us may be inadequately stamped. Inadequately stamped documents while not illegal cannot be enforced in a court of law until the applicable stamp duty, with penalty, has been paid and could impact our ability to timely enforce our rights under the agreements.

Further, some of our customers are walk-in customers with whom we do not execute definitive agreements. The arrangement with such customers is through a simple invoice. There can be no assurance that we will be able to enforce our rights under these arrangements.

40. ***We could be adversely affected by instances of "bird" flu, or other food-borne illness, as well as widespread negative publicity regarding food quality, illness, injury or other health concerns.***

Negative publicity, real or perceived, about food quality, illness, injury or other health concerns (including from life-style diseases) or similar issues stemming from food products we warehouse or distribute could materially adversely affect us, regardless of whether they pertain to our own temperature controlled warehouse or those operated by others. For example, health concerns about the consumption of meat products or specific events such as the outbreak of "bird" flu could lead to changes in consumer preferences, thereby impacting the business of our customers resulting in loss of business to us. In addition, we cannot guarantee that our operational controls and employee training will be effective in preventing food-borne illnesses, food tampering and other food safety issues that may affect our operations. Food-borne illness or food tampering incidents could be caused by customers, employees or food suppliers and transporters and, therefore, could be outside of our control.

41. ***We have experienced negative cash flows during previous fiscals and any negative cash flows in the future could adversely affect our financial condition and trading price of our Equity Shares.***

As per our restated financial information, we have experienced negative cash flows from investing and financing activities in previous fiscals. The negative cash flow from investing and financing activities incurred in the previous Fiscals are as set forth in the table below:

(in ₹ millions)

Particulars	For the year ended March 31,				
	2013	**2012**	**2011**	**2010**	**2009**
Net Cash generated from operating activities	139.61	109.90	99.17	20.70	14.79
Net Cash generated from (used in) investing activities	(1,133.83)	(262.19)	(247.44)	(64.15)	(41.78)
Net Cash generated from (used in) financing activities	926.97	(0.29)	(0.06)	237.65	(2.31)
Net increase/(decrease) in cash and cash equivalents	(67.25)	(152.58)	(148.33)	194.20	(29.30)

Any negative cash flows in future could adversely affect our financial condition and the trading prices of the Equity Shares.

42. ***Gateway Distriparks (Kerala) Limited and Chandra CFS and Terminal Operators Limited, our Group Companies have incurred losses in the previous three years.***

Gateway Distriparks (Kerala) Limited and Chandra CFS and Terminal Operators Limited, our Group Companies have incurred losses in the past three years. Gateway Distriparks (Kerala) Limited has incurred losses of ₹ 0.228 million, ₹0.044 million and ₹0.864 million in Fiscal 2011, Fiscal 2012 and Fiscal 2013, respectively. Chandra CFS and Terminal Operators Limited has incurred losses of ₹14.01 million, ₹14.72 million and ₹13.36 million in Fiscal 2011, Fiscal 2012 and Fiscal 2013 respectively.

43. ***Our Company's restated financial information, contained restatement adjustments as a result of certain audit qualifications that were made in the auditor's report of our previous statutory auditors in respect of the audited financial statements of our Company for the Fiscal 2009.***

Our Company's audited financial statements contained specific qualifications in the auditor's report issued by previous statutory auditors for the Fiscal 2009 with regard to (i) excess managerial remuneration paid to the Manager of the Company, (ii) provision of loss on consignment business pending reconciliation with consignment parties, (iii) provision for doubtful debts pending reconciliation / confirmation from parties and (iv) non provision of doubtful balances recoverable in respect of expenses incurred on a pilot project.

All of these qualifications were appropriately addressed / adjusted in the respective fiscals as a part of the restated financial information of the Company.

For further details please see the chapter entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus.

44. ***Some of the forms filed by us with the Registrar of Companies and our records in that respect are not traceable.***

We have been unable to locate corporate records of our Company prior of to the acquisition of majority stake by our Promoter, in respect of allotment of 49,293 shares to Amalgam Investment Private Limited on July 13, 1995 and increase in authorised capital from ₹5.00 million to ₹30.00 million on June 30, 1995. We cannot assure you that these records will be available in the future or that we will not be subject to any penalty imposed by the competent regulatory authority in this respect.

External Risks

45. ***Political instability or changes in the Indian central government could adversely affect economic conditions in India and consequently, our business.***

Our Company is incorporated in India and currently derives all of its revenues from operations in India and all of its assets are located in India. Consequently, our performance and the market price of the Equity Shares may be affected by interest rates, government policies, taxation, social and ethnic instability and other political and economic developments affecting India.

The Government of India has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. The current government has announced that its general intention is to continue India's current economic and financial sector liberalisation and deregulation policies. However, there can be no assurance that such policies will be continued, and a significant change in the government's policies could affect business and economic conditions in India, and could also adversely affect our financial condition and results of operations.

Any political instability in India may adversely affect the Indian securities markets in general, which could also adversely affect the trading price of our Equity Shares. The present Indian government consists of a coalition of political parties. The withdrawal of one or more of these parties from a coalition government leading to the Government being in a minority position would result in political instability. Any political instability could delay the reform of the Indian economy and could have a material adverse effect on the market for our Equity Shares. There can be no assurance to the investors that these liberalization policies will continue under the newly elected government. Protests against privatization could slow down the pace of liberalization and deregulation. The rate of economic liberalization could change, and specific laws and policies affecting companies in the power generation and power generation equipment manufacturing sectors, foreign investment, currency exchange rates and other matters affecting investment in our securities could change as well. A significant change in India's economic liberalization and deregulation policies could disrupt business and economic conditions in India and thereby affect our business.

46. ***Hostilities, terrorist attacks, civil unrest, breaches of law and order and other acts of violence may adversely affect our business and the trading price of the Equity Shares.***

Terrorist attacks, civil unrest and other acts of violence or war within India and the surrounding region may adversely affect worldwide financial markets and may result in a loss of consumer confidence, which in turn may adversely affect our business, prospects, results of operations, cash flows and financial condition.

47. ***Significant differences exist between Indian GAAP and U.S. GAAP and IFRS, with which investors may be more familiar.***

We have not attempted to explain in a qualitative manner the impact of the IFRS or U.S. GAAP on the financial information included in this Draft Red Herring Prospectus, nor do we provide a reconciliation of our financial information to those of U.S. GAAP or IFRS. U.S. GAAP and IFRS differ in significant respects from Indian GAAP. Indian GAAP differs from accounting principles with which prospective investors may be familiar in other countries. Accordingly, the degree to which the financial information included in this Draft Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Indian GAAP, the Companies Act and the SEBI ICDR Regulations. Any reliance by persons not familiar with Indian accounting practices, Indian GAAP, the Companies Act and the SEBI ICDR Regulations, on the financial disclosures presented in this Draft Red Herring Prospectus should accordingly be limited.

48. ***Public companies in India, including our Company, may be required to prepare financial statements under IFRS or a variation thereof, IndAS. The transition to IndAS in India is still unclear and we may be negatively affected by such transition.***

Our Company currently prepares its annual and interim financial statements under Indian GAAP.

Public companies in India, including our Company, may be required to prepare annual and interim financial statements under Indian Accounting Standard 101 "*First-time adoption of Indian Accounting Standards*" (**IndAs**). Recently, the ICAI has released a near-final version of the IndAS. The Ministry of Corporate Affairs of the Government, on February 25, 2011, has announced that IndAS will be implemented in a phased manner and the date of such implementation will be notified at a later date. As at the date of this Draft Red Herring Prospectus, the MCA has not yet notified the date of implementation of IndAS. There is not yet a significant body of established practice on which to draw in forming judgments regarding its implementation and application. Additionally, IndAS has fundamental differences with IFRS and therefore financial statements prepared under IndAS may be substantially different from financial statements prepared under IFRS. There can be no assurance that our financial condition, results of operations, cash flow or changes in shareholders' equity will not appear materially different under IndAS than under Indian GAAP or IFRS. As we adopt IndAS reporting, we may encounter difficulties in the on-going process of implementing and enhancing our management information systems. There can be no assurance that our adoption of IndAS will not adversely affect our reported results of operations or financial condition and any failure to successfully adopt IndAS in accordance with the prescribed timelines may have a material adverse effect on our financial position and results of operations.

49. ***Our business and activities may be regulated by the Competition Act, 2002 and proceedings may be enforced against our Company consequently affecting our business, cash flows and financial condition.***

The Competition Act, 2002 (**Competition Act**) seeks to prevent business practices that have a material adverse effect on competition in India. Under the Competition Act, any arrangement, understanding or action in concert between enterprises, whether formal or informal, which causes or is likely to cause a material adverse effect on competition in India is void and attracts substantial monetary penalties. Any agreement that directly or indirectly determines purchase or sale prices, limits or controls production, shares the market by way of geographical area, market, or number of customers in the market is presumed to have a material adverse effect on competition. Provisions of the Competition Act relating to the regulation of certain acquisitions, mergers or amalgamations which have a material adverse effect on competition and regulations with respect to notification requirements for such combinations came into force on June 1, 2011. The effect of the Competition Act on the business environment in India is unclear. If we are affected, directly or indirectly, by the application or interpretation of any provision of the Competition Act, or any enforcement proceedings initiated by the Competition Commission of India, or any adverse publicity that may be generated due to scrutiny or prosecution by the Competition Commission of India, it may have a material adverse effect on our business, prospects, results of operations, cash flows and financial condition.

50. ***Investors may be adversely affected due to retrospective tax law changes by the Indian government affecting our Company.***

Certain recent changes to the Income Tax Act provide that income arising directly or indirectly through the sale of a capital asset of an offshore company, including shares, will be subject to tax in India, if such shares derive indirectly or directly their value substantially from assets located in India. The term "substantially" has not been defined under the Income Tax Act and therefore, the applicability and implications of these changes are largely unclear. Due to these recent changes, investors may be subject to Indian income taxes on the income arising directly or indirectly through the sale of the Equity Shares. In the past, there have been instances where changes in the Income Tax Act have been made retrospectively, there cannot be an assurance that such retrospective changes will not happen again.

51. ***Our Company's ability to raise foreign capital may be constrained by Indian law.***

As an Indian company, we are subject to exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit our Company's financing sources for ongoing expansion plans or acquisitions and other strategic transactions, and hence could constrain its ability to obtain financing on competitive terms and refinance existing indebtedness. In addition, we cannot assure investors that the required approvals will be granted to us without onerous conditions, or at all. Limitations on foreign debt may have a material adverse effect on our Company's business, prospects, results of operations, cash flows and financial condition.

52. ***Any downgrading of India's debt rating by a domestic or international rating agency could have a negative impact on our business.***

India's sovereign debt rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange reserves, which are outside our control. Any adverse revisions to India's credit ratings for domestic and international debt by domestic or international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other commercial terms at which such additional financing is available. This could have a material adverse effect on our business and financial performance, ability to obtain financing for capital expenditures and the price of our Equity Shares.

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

The Articles of Association and Indian law govern the corporate affairs of our Company. Legal principles relating to these matters and the validity of corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those applicable to a company in another jurisdiction. Shareholders' rights 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 shareholders of our Company than as shareholders of a company in another jurisdiction.

54. ***We may require further equity issuances to satisfy our capital needs, which we may not be able to procure.***

We may need to raise additional capital from time to time, dependent on business requirements. Some of the factors that may require us to raise additional capital include (i) business growth beyond what the current balance sheet can sustain, (ii) additional capital requirements imposed due to changes in regulatory regime or new guidelines, and (iii) significant depletion in our existing capital base due to unusual operating losses. We may not be able to raise such additional capital at the time it is needed or on terms and conditions favourable to us or to the existing shareholders.

55. ***We cannot predict the effect on our business of the proposed enactment of the Companies Bill, 2012* (Companies Bill) *in India.***

The Companies Bill was tabled before and passed by the Indian Parliament. The Companies Bill provides for, among other things, significant changes to the regulatory framework governing the issue of capital by companies, corporate governance, audit procedures and corporate social responsibility. The Companies Bill will require the approval of the President of India and publication in the Official Gazette before becoming law. There is, therefore, no certainty as to the impact of the Companies Bill on our business, results of operations and financial condition may not be adversely affected.

56. ***You will not be able to immediately sell any of our Equity Shares purchased through this Issue on Stock Exchanges until the receipt of appropriate trading approvals from Stock Exchanges.***

Pursuant to Indian regulations, certain actions must be completed before the Equity Shares can be listed and trading may commence. We cannot assure you that the Equity Shares will be credited to investors' demat accounts, or that trading in the Equity Shares will commence, within the stipulated time period. Any failure or delay in obtaining the approvals would restrict your ability to dispose of your Equity Shares.

57. ***Inflation in India may adversely affect our business.***

India has experienced in the past and is currently experiencing high rates of inflation. We can provide no assurance that high rates of inflation will not continue or even increase in the future, which could have an effect on the demand for natural gas and our ability to sell those products. In addition, from time to time, the Government of India has taken measures to control inflation, which have included tightening monetary policy by raising interest rates, restricting the availability of credit and inhibiting economic growth. Inflation, measures to combat inflation and public speculation about possible governmental actions to combat inflation have also contributed significantly to economic uncertainty in India and heightened volatility in the Indian capital markets. Periods of higher inflation may also slow the growth rate of the Indian economy which could also lead to a reduction in demand for natural gas and a decrease in our sales thereof. Inflation may also increase some of our costs and expenses. Moreover, the reporting currency of our financial statements is the Indian Rupee, and fluctuations in the value of the Indian Rupee that result from inflation, could affect our results of operations and financial condition. To the extent demand for our products decreases or our costs and expenses increase and we are not able to pass those increases in costs and expenses on to our customers, our operating margins and operating income may be adversely affected, which could have a material adverse effect on our business, financial condition and results of operations.

Risks Relating to the Issue

58. ***Any future issuance of Equity Shares may dilute your shareholding and sales of the Equity Shares by the Promoter may adversely affect the trading price of the Equity Shares.***

Any future equity issuances by our Company, including a primary offering or ESOPs, may lead to the dilution of investors' shareholdings in it. Any future equity issuances by our Company or sales of the Equity Shares by the Promoter may adversely affect the trading price of the Equity Shares, which may lead to other adverse consequences for our Company, including difficulty in raising debt financing. In addition, any perception by investors that such issuances or sales might occur may also affect the trading price of the Equity Shares.

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

While our dividend policy is as set out in the chapter entitled '*Dividend Policy*' on page 156 of this Draft Red Herring Prospectus, the amount of future dividend payments by our Company, if any, will depend upon our future earnings, financial condition, cash flows, working capital requirements, capital expenditures, applicable Indian legal restrictions and other factors. Our Company may decide to retain all of its earnings to finance the development and expansion of its business and therefore, we may not declare dividends on the Equity Shares. Additionally, we may, in the future, be restricted by the terms of our loan agreements to make any dividend payments unless otherwise agreed with the lenders.

60. ***After the Issue, the price of our Equity Shares may become highly volatile, or an active trading market for our Equity Shares may not develop.***

The price of our Equity Shares on the Stock Exchanges may fluctuate after the Issue as a result of several factors, including: volatility in the Indian and global securities market; our operations and performance or those of GDL; performance of our competitors; adverse media reports about us or the Indian logistics sector generally; changes in the estimates of our or GDL, performance or recommendations by financial analysts; changes to the market price of the listed shares of GDL; significant developments in India's economic liberalization and deregulation policies; and significant developments in India's fiscal regulations. There has been no public market for the Equity Shares of our Company and the price of the Equity Shares may fluctuate after the Issue.

If the stock price of the Equity Shares fluctuates after the Issue, investors could lose a significant part of their investment. As at the date of this Draft Red Herring Prospectus, there is no market for the Equity Shares. Following the Issue, the Equity Shares are expected to trade on the NSE and BSE. There can be no assurance that active trading in the Equity Shares will develop after the Issue or, if such trading develops, that it will continue. Investors might not be able to rapidly sell the Equity Shares at the quoted price if there is no active trading in the Equity Shares.

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

Under current Indian tax laws and regulations, capital gains arising from the sale of equity shares in an Indian company are generally taxable in India. Any gain realised on the sale of listed equity shares on a stock exchange held for more than 12 months as a capital asset will not be subject to capital gains tax in India if Securities Transaction Tax (**STT**) has been paid on the transaction. STT will be levied on and collected by a domestic stock exchange on which the equity shares are sold. Any gain realised on the sale of equity shares held for more than 12 months to an Indian resident, which are sold other than on a recognised stock exchange and on which no STT has been paid, will be subject to long-term capital gains tax in India. Further, any gain realised on the sale of listed equity shares held for a period of 12 months or less will be subject to short term capital gains tax in India. Capital gains arising from the sale of the equity shares will be exempt from taxation in India in cases where the exemption from taxation in India is provided for under a treaty between India and the country of which the seller is resident. Generally, Indian tax treaties do not limit India's ability to impose tax on capital gains. As a result, residents of other countries may be liable for tax in India as well as in their own jurisdiction on a gain upon the sale of the equity shares.

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

The initial public offering price will be determined by the Book Building Process and may not be indicative of prices that will prevail in the open market following the Issue. The market price of the Equity Shares may be influenced by many factors, some of which are beyond our control, including:

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

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

63. ***There are restrictions on daily movements in the price of the Equity Shares, which may adversely affect investors' ability to sell Equity Shares or the price at which Equity Shares can be sold at a particular point in time.***

Subsequent to listing, the Equity Shares will be subject to a daily circuit breaker imposed on listed companies by all stock exchanges in India, which does not allow transactions beyond certain volatility in the price of the Equity Shares. This circuit breaker operates independently of the index-based market-wide circuit breakers generally imposed by SEBI on Indian stock exchanges. The percentage limit on the Equity Shares' circuit breaker will be set by the stock exchanges based on historical volatility in the price and trading volume of the Equity Shares. The stock exchanges are not required to inform us of the percentage limit of the circuit breaker and they may change the limit without our knowledge. This circuit breaker would effectively limit the upward and downward movements in the price of the Equity Shares. As a result of this circuit breaker, there can be no assurance regarding the ability of investors to sell Equity Shares or the price at which investors may be able to sell their Equity Shares.

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

Foreign investment in Indian securities is subject to regulation by Indian regulatory authorities. Under the foreign exchange regulations currently in force in India, transfers of shares between non-residents and residents are permitted (subject to certain exceptions) if they comply with, among other things, the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares does not comply with such pricing guidelines or reporting requirements, or falls under any of the exceptions referred to above, then prior approval of the RBI will be required.

Additionally, shareholders who seek to convert the Rupee proceeds from a sale of shares in India into foreign currency and repatriate any such foreign currency from India will require a no objection or a tax clearance certificate from the income tax authority. We cannot assure investors that any required approval from the RBI or any other Government agency can be obtained on any particular term or at all.

65. ***Fluctuations in the exchange rate of the Rupee and other currencies could have a material adverse effect on the value of the Equity Shares, independent of our financial results.***

The Equity Shares will be quoted in Rupees on the BSE and the NSE. Any dividends in respect of the Equity Shares will be paid in Rupees and subsequently converted into appropriate foreign currency for repatriation. Any adverse movement in exchange rates during the time it takes to undertake such conversion may reduce the net dividend to investors. In addition, any adverse movement in exchange rates during a delay in repatriating the proceeds from a sale of Equity Shares outside India, for example, because of a delay in regulatory approvals that may be required for the sale of Equity Shares, may reduce the net proceeds received by shareholders.

The exchange rate of the Rupee has changed substantially in the last two decades and could fluctuate substantially in the future, which may have a material adverse effect on the value of the Equity Shares and returns from the Equity Shares, independent of our operating results.

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

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

Section 44A of the Civil Procedure Code, provides that where a foreign judgment has been rendered by a court in any country or territory outside India, which the Government of India has by notification declared to be a reciprocating territory, it may be enforced in India by proceedings in execution as if the judgment had been rendered by the relevant court in India. The United Kingdom has been declared by the Government of India to be a reciprocating territory for the purposes of section 44A. However, the United States has not been declared by the Government of India to be a reciprocating territory for the purposes of section 44A. A judgment of a court in the United States may be enforced in India only by a suit upon the judgment, subject to section 13 of the Civil Procedure Code and not by proceedings in execution. The suit must be brought in India within three years from the date of the judgment in the same manner as any other suit filed to enforce a civil liability in India. Generally, there are considerable delays in the disposal of suits by Indian courts. It is unlikely that a court in India would award damages on the same basis as a foreign court if an action is brought in India. Furthermore, it is unlikely that an Indian court would enforce foreign judgments if it viewed the amount of damages awarded as excessive or inconsistent with public policy or if the judgments are in breach of 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 amount recovered.

Prominent Notes:

- Public Issue of 42,000,000 Equity Shares for cash at a price of ₹ [●] per Equity Share (including a share premium of ₹ [●] per Equity Share) aggregating to ₹[●] million.
- As of March 31, 2012 and March 31, 2013, the Net Worth of our Company was ₹1,087.16 million and ₹ 1,291.75 million, respectively, in accordance with the restated financial information. For further details, please see the section entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus. (***Net Worth** here means the aggregation of share capital and reserves and surplus of the Company.)*
- As of March 31, 2013, the Net Asset Value Per Equity Share was ₹12.55 in accordance with the restated financial information. *(**Net Asset Value Per Value** here means total shareholders' funds of the Company divided by the issued and outstanding number of equity shares of the Company, as on a particular date.)*
- As on date of this Draft Red Herring Prospectus, the average cost of acquisition of Equity Shares of our Company by our Promoter is ₹13.08 per Equity Share.

- Except as disclosed in the chapter entitled '*Related Party Transactions*' on page 155 of this Draft Red Herring Prospectus, none of our Group Companies have any business interest or other interest in our Company and there have been no transactions between our Company and any of our Group Companies.

- For details of related party transactions entered into by our Company with its Group Companies during the last financial year, the nature of transactions and the cumulative value of transactions and business or other interests of Group Companies in our Company, please see the chapter entitled '*Related Party Transactions*' on page 155 of this Draft Red Herring Prospectus.

- Pursuant to a fresh certificate of incorporation by Registrar of Companies, Karnataka on March 17, 2011, the name of our Company was changed from Snowman Frozen Foods Limited to our present name. For information on changes in our Registered Office, please refer to the chapter '*History and Certain Corporate Matters*' on page 124 of this Draft Red Herring Prospectus.

- There has been no financing arrangement whereby the Promoter Group, the directors of the Promoter, our Directors, and their relatives have financed the purchase by any other person of securities of our Company other than in the normal course of business of the financing entity during the period from six months immediately preceding the date of filing of this Draft Red Herring Prospectus with SEBI.

- Investors may contact the BRLM who has submitted the due diligence certificate to SEBI, for any complaint pertaining to the Issue. All grievances pertaining to the Issue and all future communications in connection with queries related to Allotment, credit of Equity Shares, refunds, non-receipt of Allotment Advice and other post-Issue matters should be addressed to the Registrar to the Issue. All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the relevant SCSBs. In case of queries related to ASBA Bids submitted to the members of the Syndicate at the Specified Cities, the Bidders should also contact the relevant member of the Syndicate. In case of Bids submitted through Non Syndicate Registered Brokers, the Bidders should also contact the relevant Non Syndicate Registered Broker through whom he/she has submitted the Bid for any queries. All such communications should quote the full name and address of the Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, number of Equity Shares applied for, date of Bid cum Application Form, name and address of the member of the Syndicate or the Non Syndicate Registered Broker or the Designated Branch of the SCSB, as the case may be, where the Bid was submitted and cheque or draft number and issuing bank thereof or with respect to ASBA Bids, the Bid Amounts blocked and the ASBA Account number in which the Bid Amount was blocked.

SECTION III: INTRODUCTION

SUMMARY OF INDUSTRY

The following is a summary of the industry overview. This summary should be read in conjunction with, and is qualified in its entirety by, more detailed information in the chapter entitled '*Industry Overview*' on page 96 of this Draft Red Herring Prospectus.

We have relied on websites and publicly available documents from various sources. The data may have been re-classified by us for the purpose of presentation. Neither we nor any other person connected with the Issue has independently verified the information provided in this chapter. Industry sources and publications, referred to in this section, generally state that the information contained therein has been obtained from sources generally believed to be reliable but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured, and, accordingly, investment decisions should not be based on such information.

Indian Economy

India, one of the most populous countries in the world with an estimated population of 1.2 billion; i.e. approximately 17% of the total global population, is also one of the largest economies on a purchasing power parity basis with a GDP of approximately USD 1.9 trillion.

In 1991, the Government of India, with a view to promote economic stability and growth, adopted a series of comprehensive macroeconomic and structural reforms focused on deregulation of industry, accelerating foreign investment and implementing a privatization program for disinvestment in public sector units. Consequent to the reforms, India's economy registered robust growth over the last decade. The following table illustrates India's real GDP growth between Fiscals 2009 and 2013 (at factor cost at constant 2004-05 prices):

Fiscal 2009	Fiscal 2010	Fiscal 2011	Fiscal 2012	Fiscal 2013
6.72%	8.59%	9.32%	6.21%	4.96%

Source: http://mospi.nic.in "Summary of macroeconomic aggregates at constant (2004-05) prices, 1950-51 to 2012-13"

Further, despite the general slowdown in the global economy the Indian GDP is expected to grow at around 6% in Fiscal 2014.

India is expected to become the world's fifth largest consumer market by 2025 from its twelfth position in 2010. The key drivers for the growth in consumption are expected to be:

- *Higher affordability*: The rapid growth in the size of India's middle income and high income group is expected to result in doubling of the Indian household consumption by 2015.
- *Greater consumer acceptance*: Greater consumer acceptance of newer products driven by factors such as a younger population, faster urbanization, increase in the number of working women and lifestyle changes, along with other socio-economic factors is expected to result in a transition of the consumption pattern of the Indian consumer. Further, the growing international exposure among Indians has led to awareness of international cuisines resulting in increased acceptance and demand for such products.
- *Greater availability*: Deeper penetration, particularly of FMCG products, spurred by better distribution channels, coupled with spread of organized retail has increased availability manifold.
- *Greater awareness*: Greater media reach and penetration has, amongst others, resulted in a more aware and discerning consumer. Pertinently, this phenomenon is also no longer restricted to urban areas.

Temperature Controlled Logistics Industry

Temperature Controlled Logistics (**TCL**) refers to the series of links in the logistics chain of perishable products. TCL is responsible for preserving the quality to enable their availability during an off-season or making them available at locations far from the production/ processing locations. TCL comprises:

- *Warehousing*: Warehousing temperature sensitive products in custom built temperature controlled warehouses. The temperature controlled warehouse generally consists of several temperature zones capable of warehousing goods in the range of -25 º C to +20 ºC.

- *Distribution*: Distribution entails primary and secondary transportation of temperature sensitive products from source to stores using temperature controlled containerized trucks and cargo trains. Certain containerized trucks are also modified to enable installation of temperature controlled zones.

Businesses which utilize cold chains in India include dairy, poultry and meat, seafood, ready-to-eat, chocolates, healthcare and pharmaceuticals, industrial products and fruit and vegetables.

The TCL Industry in India is estimated to be between ₹120,000 – ₹150,000 million and is poised to grow at 15% to 20%, year on year, for the next 3 to 5 years. The growth is expected to be driven *inter alia* by:

- An increase in the consumption of temperature sensitive perishables;

- Greater use of temperature controlled logistics in categories such as pharmaceuticals and fruits and vegetables; and

- An increase in the consumption of a gamut of niche and high end products that need to be maintained in temperature controlled environment.

Changing lifestyles and resultant consumer preferences for processed foods, off-season and exotic / high end fruits and vegetables and increased incidence of eating out (at quick service or other restaurants) is expected to drive the use of temperature controlled logistics. The spurt in growth is also expected to be fuelled by demand from Tier 2 and Tier 3 cities, in addition to the Tier I cities.

Current state of the Indian TCL industry

India falls under the category of low cold chain adoption countries i.e. countries with less than 10% of produce passing through a cold chain, reflecting a significant potential for growth.

Further, TCL providers in India are largely fragmented and generally focused on a single region or one aspect of the logistics chain such as storage or transportation. Consequently, there are very few integrated temperature controlled logistics service providers, and in particular, integrated service providers with the ability to service customers on a pan-India basis.

It is generally estimated that the current share of organized players is only around 6-7% in the temperature controlled warehousing segment and 15-20% in the temperature controlled transportation; consequently, the potential for growth in organized services is immense. As against an overall market growth of around 10%, organized outsourced temperature controlled services are expected to grow at around 20% p.a.

In terms of volume, the existing capacity is estimated to be around 30mn MT of temperature controlled warehousing and around 7,000-8,000 Reefer Vehicles.

Of the existing cold warehousing capacity, 75% is dedicated to potatoes while 23% is classified as '*Multipurpose*' i.e. catering to multiple commodities across dairy products, frozen foods, fruits and vegetables and the balance 2% is used across meat and seafood.

Prominent characteristics of the TCL industry

High capital and operating expenditure: Maintaining the required controlled conditions in terms of temperature, humidity, air flow etc. necessitates investment in appropriate refrigeration and insulation equipment which makes the cold chain business capital intensive. Continuous operation of the cold store / refrigeration unit to avoid thermal shock also leads to high power consumption making profitability sensitive to power costs.

Demand seasonality: especially in the case of fruit and vegetables makes the cold chain business susceptible to seasonal variations. However, catering to commodities with complementary seasonality helps avoid fluctuation in utilizations.

Technical nature: Provision of quality and reliable cold chain services necessarily requires an understanding of the specific requirements of perishables; for instance, besides the temperature and humidity requirements of specific fruits, one needs to be aware of the ‘breathing’ (Air flow) requirement, moisture retention etc. Lack of this knowledge can lead to multiple issues that reduce or eliminate the value of a product.

Some of the key trends shaping the industry include:

- Deeper penetration of high technology controlled atmosphere warehousing that enables significant increase in extendibility of the life of fruits;
- Increasing involvement of cold chain service providers in trading of fruits and vegetables to tie-up capacity utilization; and
- The industry enjoys increasing support from the government in the form of multiple policies and incentives to ensure development of the requisite infrastructure to avoid waste and inefficiencies on account of lack of the cold chain.

SUMMARY OF BUSINESS

The following is a summary of our business. This summary should be read in conjunction with, and is qualified in its entirety by, more detailed information in the chapter entitled 'Our Business' on page 104 of this Draft Red Herring Prospectus.

Overview

We commenced our business as a trader of frozen marine products and in Fiscal 1998, we commenced cold storage operations at 4 (four) locations. We have, since then, expanded our operations to become an integrated temperature controlled logistics service provider with an ability to service customers on a pan-India basis.

Our operations can be classified into the following business segments:

1. Temperature controlled services; and

2. Ambient distribution.

While in previous financial years we only operated in the temperature controlled services and ambient distribution business segments, we have, in Fiscal 2014, commenced ambient warehousing as well.

Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen (i.e. +25ºC to -20ºC). We offer blast freezing facilities at our temperature controlled warehouses in Bengaluru, Mevalurkuppam, (near Chennai), Visakhapatnam, Serampore (near Kolkata), Taloja (near Mumbai), Ahmedabad, Palwal (near Delhi), and Mubarakpur (near Chandigarh). Our integrated 'Source to Stores' operations comprise warehousing, primary distribution and secondary distribution and value-added services including kitting, labelling, sorting and bulk breaking.

As of March 31, 2013, our operations comprised 19 temperature controlled warehouses across 13 locations in India including Serampore (near Kolkata), Taloja (near Mumbai), Palwal (near Delhi), Mevalurkuppam, (near Chennai) and Bengaluru capable of warehousing 36,071 pallets. As of July 31, 2013, our operations have increased to 21 temperature controlled warehouses across 13 locations with a storage capacity to warehouse 46,751 pallets and 3,000 ambient pallets. Further, as of Fiscal 2013, we operated 167 Reefer Vehicles. As of July 31, 2013, we operated 238 Reefer vehicles consisting of 175 leased and 63 owned vehicles. As of July 31, 2013, we engaged a total workforce of 1,191 including 351 permanent employees and 840 on a contract labour basis.

A majority of our temperature controlled warehouses are ISO 14001 (TUV-SUD), ISO 22000 (TUV-SUD) and FSSA certified. In addition, 4 (four) of our temperature controlled warehouses are EIA and MPEDA (Marine Products Export Development Authority) certified and 3 (three) temperature controlled warehouses are certified under the Drugs and Cosmetics Act, 1940.

Our distribution services comprise primary and secondary transportation. The primary transportation (long haul) generally facilitates inter-city transport of products. The primary transport service includes door to door service, customized Milk Runs and Part Cargo Consolidation. We also provide secondary transportation i.e. last mile distribution, supplying, amongst others, QSRs, retail outlets, restaurants and the hotels.

The product segments we cater to include:

- Dairy products including butter and cheese;
- Ice-cream;
- Poultry and meat;
- Sea food;
- Ready-to-eat / ready-to-cook food products;
- Confectioneries including chocolate and baked products;
- Fruits and vegetables;
- Healthcare and pharmaceutical products; and
- Industrial products such as x-ray, and photo-imaging, films.

GDL is our Promoter and our largest shareholder. Our other shareholders include Mitsubishi Corporation, Mitsubishi Logistics Corporation, Nichirei Logistics Group Inc., International Finance Corporation and Norwest Venture Partners VII–A Mauritius.

Our total revenue increased from ₹641.98 million in Fiscal 2012 to ₹1,141.03 million in Fiscal 2013. Our net profit as restated also increased from ₹ 50.89 million in Fiscal 2012 to ₹ 204.59 million in Fiscal 2013. Our total revenue in Fiscal 2013 comprised ₹ 926.75 million and ₹ 201.43 million, constituting 81.22% and 17.65%, respectively, from each of temperature controlled services and ambient distribution business.

Competitive Strengths

We believe that the following are our core competitive strengths:

Pan-India integrated temperature controlled logistics services

We believe we are one of the largest integrated temperature controlled logistics service providers operating 21 temperature controlled warehouses spread across 13 locations with an ability to service customers on a pan-India basis. We have set-up our temperature controlled warehouses adjacent to cities with a large potential for sourcing and/or consumption of temperature sensitive products including the larger cities such as Mumbai, Chennai, Bengaluru and Kolkata. Our distribution network comprises primary and secondary transportation. As of July 31, 2013, we operated 116 primary transportation vehicles with an ability to cover over 239 cities and towns and 122 secondary transportation vehicles supplying, amongst others, to QSRs, retail outlets, restaurants and hotels within a city. Our integrated operations enable us to maintain the temperature integrity of the customers' products from the point of origin to the consumption point, which is critical for product quality.

Domain Knowledge and technological advantage

We believe that our experience in setting-up and operating temperature controlled warehouses across different geographic locations in India enables us to better conceptualise and execute the construction of such warehouses.

In addition, we believe that the technology used in our operations is state-of-the-art and we have customised it to suit our operational requirements based on our experience and understanding of our customers' requirements. Our warehousing infrastructure comprises advanced equipment handling and racking system. Further, we use software systems such as warehouse management systems and enterprise resource planning (**ERP**). We employ a real time data logging system that enables us to monitor temperature variations in products both in our temperature controlled warehouses and in a majority of our Reefer Vehicles. In addition, a majority of our Reefer Vehicles are equipped with GPS and GPRS technologies including a few vehicles that are equipped with advanced geo-fencing (i.e., a virtual perimeter for a real-world geographic area) capabilities. These technologies enable us to monitor the progress of our Reefer Vehicles. Further, measures such as palletisation of our storage capacity have enhanced our ability to maintain the quality of the products by stacking products in a manner which enables us to employ more efficient inventory management systems such as first-expiry-first-out (**FEFO**) and first-in-first-out (**FIFO**). We are also members of global industry associations such as Global Cold Chain Alliance (**GCCA**), International Association of Refrigerated Warehouses (**IARW**) and World Food Logistics Organisation (**WFLO**), which enable us to keep abreast with the global developments in the temperature controlled logistics industry in addition to providing us with networking opportunities.

Ability to attract competing brands

We believe that one of the key factors of success in the temperature controlled logistics business in India is brand neutrality i.e. catering to customers who compete with each other in their respective business segments. We have, over the years, warehoused and distributed various products belonging to entities that are business competitors. Illustratively, we warehouse and distribute products for 4 (four) companies engaged in the business of ice-cream. In India's extremely competitive FMCG segment, the ability to rely on the service provider is critical. The inventory and the specific products managed by us are proprietary to each customer and disclosure of these details could have a significant impact on the performance of the product.

We believe that our continuing ability to service customers who compete with each other in business segments is a testament to our brand neutrality and the confidence reposed in us.

Management expertise

We believe that we have a strong management team led by persons with significant experience in the logistics industry. Our Board comprises Directors who have extensive experience in the setting up and managing companies in the logistics sector. In addition, we also have a management team of qualified professionals, who have expertise and experience in the temperature controlled logistics sector. Our management team comprises skilled and capable professionals who assist the Board in identifying new opportunities and in implementing our business strategies. For further details please see the chapter entitled '*Our Management*' on page 130 of this Draft Red Herring Prospectus.

Focus on quality

Of our 21 temperature controlled warehouses 18 are ISO 22000 certified temperature controlled warehouses, 18 are ISO 14001 certified temperature controlled warehouses and 21 are FSSA certified temperature controlled warehouses. We adhere to strict guidelines while managing our inventory. We employ a matrix which enables us to identify products that are incompatible to be stored together. Illustratively, we do not store vegetarian products with products containing meat ingredients. Further, our modern warehousing infrastructure comprises equipment handling and racking system as well as warehouse management systems and enterprise resource planning (**ERP**). We employ a real time data logging system that enables us to monitor temperature variations in products constantly irrespective of whether the product is in our temperature controlled warehouse or in our Reefer Vehicles. This ensures that we can address any concerns immediately thereby ensuring that the quality of the product is not compromised.

Established Client Base

We cater to large corporates across various industry sectors such as dairy, ice-creams, chocolates, and poultry and meat, which avail of temperature controlled logistic services. Some of our more prominent customers are Hindustan Unilever Limited, Graviss Foods Private Limited, Novozymes South Asia Private Limited, McCain Foods India Private Limited, West Coast Fine Foods India Private Limited, Amrit Hatcheries Private Limited, Aavin Tamil Nadu Co-operative Milk Producers Federation, Shriram Distribution Services Private Limited, Kris Flexipacks Private Limited, Al-Karim Exports Private Limited, Indian Immunologicals Limited, Suguna Food Limited, Karnataka Co–operative Milk Producers' Federation Limited and Ferrero India Private Limited.

Most of our large customers (in terms of revenue and volumes) have remained largely unchanged over the last three years. During Fiscal 2011, Fiscal 2012 and Fiscal 2013, our top twenty customers constituting approximately 3.11%, 2.95%, and 1.45% of our total customer base, contributed approximately ₹256.33 million, ₹306.49 million and ₹443.66 million of our total revenues, respectively. We believe that this is recognition of our capabilities and our ability to retain customers.

Strong promoter and investor base

We were incorporated with the objective of providing captive services to our then promoter which was engaged in trading of frozen marine products. Subsequently, with the infusion of capital from Brooke Bond India Limited (as it then was) we expanded the scope of our operations to include other frozen food products. Since establishing integrated operations we were able to garner domestic and foreign investment from established companies such as GDL, our Promoter, and international operators such as Mitsubishi Corporation and Mitsubishi Logistics Corporation.

GDL, our Promoter, one of the largest Indian logistics service providers, operates, directly and through its subsidiaries, container freight stations located at major Indian ports and an inland container terminal. We believe that GDL's experience in the logistics sector, business relationships and financial stability instils confidence in our customers who prefer dependable and established service providers. Further, we leverage the corporate, institutional and banking relationships of GDL for our businesses operations. In addition, we believe that our association with GDL has also enabled us to attract strong financial investors such as IFC and NVP. We believe that we can leverage our association with GDL in augmenting our business.

We believe our strong investor base has, amongst others, been an important factor in establishing our reputation as an integrated solutions provider in an industry surfeit with regional and / or unorganised operators.

Business Strategy

Maintaining our position in the temperature controlled logistics service industry

The size of the Indian temperature controlled logistics industry estimated to be around ₹120,000 – ₹150,000 million, at present, is expected to grow at 15%-20% per annum over the next 5 years with the organised market growing at the higher end of the range. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We believe that as one of the leading temperature controlled logistics service providers, we are strategically placed to benefit from the expected growth in the industry.

Further, the Indian retail industry is expected to increase from an estimated USD 520 billion in 2012 to USD 750-850 billion by 2015. The food and grocery industry constituting 60% is the largest component of the retail industry. The organised retail segment, though, constitutes only 8% of the total Indian retail market. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We are proposing to increase our warehousing capacity and distribution network to enable us to meet the growing demands of the market. Further, given that a vast majority of our customers are the producers / importers of temperature sensitive products, lack of well-equipped storage facilities and transportation facilities limits their ability to stock such products which, consequently, acts as a deterrent against increasing production / import. Enhancing our storage facilities and scaling up our distribution model, we believe, will facilitate an increase in manufacturing / produce / import of temperature sensitive products. In addition to broadening our customer base, we expect to leverage our existing relationships with established customers to garner additional business.

In addition to enhancing our storage capacity, we are also evaluating setting up temperature controlled warehouses in food parks for processing fruits and vegetable. The Ministry of Food Processing Industries, Government of India, has launched the Mega Food Parks Scheme (MFPS), which aims to accelerate the growth of food processing industry in India by facilitating the establishment of a strong food processing infrastructure backed by an efficient supply chain. As of Fiscal 2012, the Government had approved 13 such projects were approved and 15 have been accorded in-principle approval. We believe that we have the capability to set up temperature controlled warehouses in food parks which we believe will enable us to augment our growth.

Augmenting our market share by penetrating markets catered to by regional and / or unorganised operators and in Tier II and Tier III cities

A vast majority of the temperature controlled logistics service providers are regional and / or unorganised operators. At present, it is estimated that over 90% of the temperature controlled logistics warehousing and around 80% of temperature controlled distribution are catered to by regional and / or unorganised operators who have neither the requisite facilities nor the technical skills to be able to offer complete logistics solutions. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* With increasing consumer awareness, higher standards of living and heightened concerns regarding hygiene, we expect the demand for quality food products to increase. Further, we believe that increasingly strict food safety norms coupled with increasing consumer awareness will prompt entities in the consumer foods business to move towards established temperature controlled service providers. We believe that our ability to handle temperature sensitive products, technical skills and adherence to food safety standards will enable us to penetrate markets catered to by regional and unorganised operators.

At present, we have the ability to service customers on a pan-India basis with temperature controlled warehousing operations near a few prominent cities such as Mumbai, Chennai, Bengaluru and Kolkata. However, over the last decade the demand for quality food products has increased and consumer spending in Tier II and Tier III cities has been steadily on the rise, and this trend is expected to continue. For instance, it is expected that growth in the QSR segment (expected to grow at a rate of 30% per annum) will be particularly prominent in Tier II and Tier III cities. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We believe that Tier II and Tier III cities present significant growth opportunities to our customers and, consequently, us. Expanding our operations into cities such as Baramati, Surat and Bhubaneswar will widen our reach and attract potential customers who are either operating or proposing to venture into nascent markets. We believe that our expanded warehousing operations coupled with the standard and quality of service we offer will augment our growth.

Increasing our revenue share from value added services

We believe that, apart from expanding our reach to new customers, one of the critical means of increasing our margins is to enhance the range of services that we offer to our existing customers. We propose to increase our revenues from our existing value added services (**VAS**) such as kitting, labelling and sorting. Further, we attempt to evaluate our customers' needs on a regular basis which enables us to customise our service offerings.

In Fiscal 2013, VAS contributed 0.68% and 1.40% to our revenue and profits respectively. Consequently the revenue earned from these services increased by 40.10% for the same period. While the revenue generated from VAS is not significant, it is an important component of our business operations since the cost involved in providing VAS is negligible.

The key criterion in providing value added services is the availability of floor space. One of the main objects of this Issue is to set-up new temperature controlled warehouses which, when complete, will increase the available floor space significantly. We believe the additional floor space we will gain from expansion will boost our ability to provide value added services to our customers.

Further, we propose to provide additional VAS in the fruit and vegetable segment. We are proposing to offer certain other value added services such as pre-cooling, ripening and processing of fruits and vegetables in addition to our already existing services such as cleaning, grading, sorting, cutting and packing of fruits and vegetables. We believe we have the required infrastructure, expertise and available labour force to add these to our service offerings.

Increasing our client engagement through vendor consolidation

Of the total Indian retail market, organized retail constituting 8% is expected to grow at 30%, as against the overall market growth, which is forecasted at 16-18% in the same period. Within the organized retail the food segment is expected to grow at a fast pace of 14-15% on the back of which demand for temperature controlled logistics is expected to increase. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP*]. With several MNC's proposing to enter the Indian markets in the organized retail segment, we believe that this business proposition will provide us a comprehensive understanding of purchase planning, consumer preferences, demand and supply, store management and vendor management in the QSR or hospitality segment. This, we believe, would augment our ability to cater to entry level MNC QSRs. We are in negotiations for managing the entire temperature controlled supply chain of certain prominent QSRs. We intend to engage the services of a supply chain management facilitator to provide us critical support.

Competition

The Indian temperature controlled logistics business is largely catered to by regional service providers with approximately 6-7% in warehousing and 15-20% in transportation catered to by organised operators. Further there are very few organised operators who have a comprehensive pan-India presence. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* In addition, a number of service providers operate only in one or the other sector i.e. either temperature controlled warehouse business or temperature controlled distribution business. Therefore, we compete against various operators in different business segments in different geographic locations in addition to the regional and / or unorganised service providers.

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SUMMARY FINANCIAL INFORMATION

Our restated financial information is prepared in accordance with the Companies Act and restated pursuant to the SEBI ICDR Regulations. Unless otherwise stated, the financial information in this section has been derived from the restated financial information of our Company.

The summary financial information presented below should be read in conjunction with the financial information, the notes thereto and the sections 'Financial Statements of our Company' and 'Management's Discussion and Analysis of Financial Condition and Results of Operations' on pages 157 and 216, respectively.

Restated Statement of Assets and Liabilities

(₹ in million)

Sr. No.	Particulars	March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
	Assets					
1	**Non- current assets**					
a	Fixed assets					
	Tangible assets	1,566.62	738.02	566.15	298.89	292.33
	Intangible assets	7.49	5.54	7.16	-	-
	Capital work-in-progress	319.58	101.86	53.31	87.09	48.21
	Intangible assets under development	0.92	3.32	-	3.89	-
b	Long term loans and advances	111.62	81.80	72.72	68.83	42.29
c	Other non current assets	1.23	2.11	-	1.75	0.97
d	Deferred tax asset (Net)	46.60	-	-	0.55	0.08
2	**Current assets**					
a	Inventories	-	0.54	-	-	-
b	Trade receivables	267.69	126.76	103.10	86.14	69.19
c	Cash and bank balances	73.30	140.55	293.13	439.71	247.26
d	Short-term loans and advances	44.05	10.12	10.78	32.33	26.35
e	Other current assets	1.12	1.26	0.61	7.04	10.83
	Total (1+2) A	**2,440.22**	**1,211.88**	**1,106.96**	**1,026.22**	**737.51**
	Liabilities					
3	**Non-current liabilities**					
a	Long-term borrowings	909.00	-	-	-	-
b	Deferred tax liabilities (Net)	-	44.13	10.54	-	-
c	Long-term provisions	3.71	2.41	1.25	0.98	1.04
4	**Current liabilities**					
a	Trade payables	53.31	30.66	19.74	27.04	15.97

b	Other current liabilities	181.61	46.09	38.98	24.68	26.09
c	Short-term provisions	0.84	1.43	0.18	0.82	0.81
	Total (3+4) B	**1,148.47**	**124.72**	**70.69**	**53.52**	**43.91**
	Net Worth (A-B)	**1,291.75**	**1,087.16**	**1,036.27**	**972.70**	**693.60**
	Net Worth represented by:					
a	Share capital	1,029.07	1,029.07	1,029.07	1,029.07	823.37
b	Reserves and surplus	262.68	58.09	7.20	(56.37)	(129.77)
	Net Worth	**1,291.75**	**1,087.16**	**1,036.27**	**972.70**	**693.60**

Restated Statement of Statement of Profit and Loss

(₹ in million)

Particulars	March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Revenue					
Revenue from operations	1,136.95	613.96	451.66	345.70	316.34
Other Income	4.08	28.02	24.23	23.33	31.54
Total Revenue (A)	**1,141.03**	**641.98**	**475.89**	**369.03**	**347.88**
Expenses					
Operating expenses	652.01	318.64	235.92	178.70	179.70
Purchases of Stock-in-Trade	8.23	3.87	-	-	-
Changes in inventories of Stock-in-Trade	0.54	(0.54)	-	-	-
Employee benefits expense	129.32	97.65	71.03	60.79	57.69
Finance costs	23.99	0.53	0.06	0.24	0.35
Depreciation and amortization expense	90.71	58.77	40.21	36.10	34.06
Other expenses	91.88	65.41	54.68	51.84	59.71
Total Expenses (B)	**996.68**	**544.33**	**401.90**	**327.67**	**331.51**
Profit before tax (A-B)	**144.35**	**97.65**	**73.99**	**41.36**	**16.37**
Tax expenses					
Current tax (MAT)	44.62	4.86	9.24	-	-
MAT Credit Entitlement	-	(4.86)	(9.24)	-	-
Fringe Benefit tax	-	-	-	-	1.29
Deferred tax	(90.23)	34.09	9.54	-	-
Profit for the year	**189.96**	**63.56**	**64.45**	**41.36**	**15.08**
Profit for the year before Restatement Adjustments	**189.96**	**63.56**	**64.45**	**41.36**	**15.08**
Restatement Adjustments:					
(i) Adjustments on account of audit qualifications	-	-	-	2.66	(2.66)
(ii) Other material adjustments relating to previous years	14.13	(13.17)	0.67	(4.03)	(5.25)
(iii) Deferred tax adjustments [credit/(charged)]	0.50	0.50	(1.55)	0.47	2.69
Net Profit as Restated	**204.59**	**50.89**	**63.57**	**40.46**	**9.86**

Restated Statement of Cash Flows

(₹ in million)

	Particulars	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
A.	<u>**Cash flow from operating activities**</u>					
	Restated Profit before tax	144.38	98.22	75.02	39.99	8.46
	Adjustments for :					
	Depreciation	90.71	58.77	40.21	36.10	34.06
	Liabilities no longer required written back	-	(0.83)	(3.25)	(0.58)	(1.40)
	Provision for Doubtful Debts and Advances	18.96	10.17	10.17	11.89	20.48
	Assets/investments written off	0.62	0.69	0.34	0.18	0.02
	Loss on Consignment business	-	-	-	-	6.39
	Bad Debts/Irrecoverable advances written off	-	0.14	2.21	2.09	0.82
	(Profit) / Loss on sale of fixed assets	(1.21)	(0.76)	-	(0.02)	0.88
	Interest received	(1.99)	(19.30)	(23.46)	(18.43)	(23.09)
	Interest paid	23.03	0.29	0.06	0.24	0.35
	Operating profit before working capital changes	**274.50**	**147.39**	**101.30**	**71.46**	**46.97**
	Changes in Working Capital:					
	(Increase) / decrease in inventories	0.54	(0.54)	-	-	-
	(Increase) / decrease in trade receivables	(159.88)	(33.97)	(29.34)	(30.93)	6.03
	(Increase) / decrease in loans and advances	(75.02)	(13.36)	29.02	(26.68)	(24.73)
	Increase in current liabilities	117.86	21.28	9.88	10.96	1.28
	Cash generated from operations	**158.00**	**120.80**	**110.86**	**24.81**	**29.55**
	Direct taxes paid (net of refunds)	(18.39)	(10.90)	(9.94)	(5.86)	(14.76)
	Net cash generated from operating activities (A)	**139.61**	**109.90**	**99.17**	**20.70**	**14.79**
B.	**Cash flow from investing activities**					
	Purchase of tangible/intangible assets	(1,137.86)	(283.95)	(277.33)	(85.78)	(65.01)
	Sale of Fixed Assets	1.89	3.11	-	0.21	3.63
	Interest received	2.14	18.65	29.89	21.42	19.60
	Net cash from / (used in) investing activities (B)	(1,133.83)	(262.19)	(247.44)	(64.15)	(41.78)
C.	Cash flow from financing activities					
	Repayment of long term borrowings	-	-	-	(0.76)	(1.96)
	Proceeds from long term borrowings	950.00	-	-	-	-
	Proceeds from issue of shares	-	-	-	248.90	-
	Share expenses set off against Share Premium	-	-	-	(10.25)	-
	Interest paid	(23.03)	(0.29)	(0.06)	(0.24)	(0.35)
	Net cash from / (used in) financing activities (C)	926.97	(0.29)	(0.06)	237.65	(2.31)
	Net increase/(decrease) in Cash and Cash Equivalents (A+B+C)	(67.25)	(152.58)	(146.58)	192.45	(29.30)
	Cash and Cash Equivalents at the beginning of the year	140.55	293.13	439.71	247.26	276.56

	Cash and Cash Equivalents at the end of the year	**73.30**	**140.55**	**293.13**	**439.71**	**247.26**
	Cash and Cash Equivalents comprises of:					
	Cash on Hand	1.49	0.28	0.28	0.30	0.23
	Cheques on Hand	4.66	3.92	0.56	0.49	4.96
	Balance with Banks					
	In current Accounts	37.70	17.04	12.06	9.28	10.43
	Deposit Accounts	20.00	110.22	270.63	424.39	225.61
	Other bank balance					
	- Long term deposits with maturity more than 3 months but less than 12 months	9.45	9.09	9.60	5.25	6.03
	Total	**73.30**	**140.55**	**293.13**	**439.71**	**247.26**

THE ISSUE

The following is a summary of the Issue. This summary should be read in conjunction with, and is qualified in its entirety by, more detailed information in the chapter entitled '*Terms of the Issue*' on page 284 of this Draft Red Herring Prospectus.

Issue[#]	42,000,000 Equity Shares
A) QIB portion[(2)]	At least 31,500,000 Equity Shares
of which:	
Available for allotment to Mutual Funds only (5.00% of the QIB Portion (excluding the Anchor Investor Portion))	1,575,000 Equity Shares
Balance for all QIBs including Mutual Funds	29,925,000 Equity Shares
B) Non-Institutional Portion[(3)]	Not more than 6,300,000 Equity Shares
C) Retail Portion[(3)(4)]	Not more than 4,200,000 Equity Shares
Equity Shares outstanding prior to the Issue	123,835,857 Equity Shares
Equity Shares outstanding after the Issue	165,835,857 Equity Shares
Use of Net Proceeds	Please see the chapter entitled '*Objects of the Issue*' on page 71 of this Draft Red Herring Prospectus for information about the use of the Net Proceeds.

Allocation to all categories, except the Anchor Investor Portion, if any, shall be made on a proportionate basis.

(1) *Our Company may, in consultation with the BRLM, allocate up to 30% of the QIB Portion to Anchor Investors on a discretionary basis. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors. For details, please see the chapter entitled 'Issue Procedure' on page 292 of this Draft Red Herring Prospectus.*

(2) *Subject to valid Bids being received at or above the Issue Price, under-subscription, if any, in any category except QIBs, would be allowed to be met with spill over from any other category or combination of categories at the discretion of our Company in consultation with the BRLM and the Designated Stock Exchange.*

(3) *Allotment to each Retail Individual Bidder shall not be less than the minimum Bid lot, subject to availability of Equity Shares in the Retail Portion. The remaining available Equity Shares, if any, in Retail Portion shall be allotted on a proportionate basis to Retail Individual Bidders.*

 # The present issue has been authorised by our Board pursuant to its resolution dated August 1, 2013 and by our Shareholders pursuant to resolution dated August 5, 2013. This Draft Red Herring Prospectus has been approved by our IPO Committee pursuant to its resolution dated August 29, 2013.

GENERAL INFORMATION

We were incorporated as Snowman Frozen Foods Limited, a public limited company under the Companies Act, 1956. We were granted a certificate of incorporation on March 17, 1993 and a certificate of commencement of business on May 31, 1993. Subsequently, on March 17, 2011, our name was changed to Snowman Logistics Limited pursuant to a fresh certificate of incorporation. *For further details, please see the chapter entitled titled 'History and Certain Corporate Matters' on page 124 of this Draft Red Herring Prospectus*.

Registered Office

Sy. No. 36/1,
Virgonagar, Old Madras Road,
Bandapura Village, Bidarehalli Hobli,
Bengaluru - 560 049
Karnataka, India
Tel No: + 91 80 3993 9500
Fax No: + 91 80 3993 9500

Corporate Office

54, Old Madras Road,
Virgonagar,
Bengaluru - 560 049
Karnataka, India
Tel No: +91 80 3993 9500
Fax No: +91 80 3993 9500

E-mail: investorrelations@snowman.in
Website: www.snowman.in
Registration Number: 048636
Corporate Identification Number: U15122KA1993PLC048636

For details of changes in our registered office, please refer the chapter entitled '*History and Certain Corporate Matters*' on page 124 of this Draft Red Herring Prospectus.

Address of the RoC

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

Registrar of Companies
E wing, 2nd Floor,
Kendriya Sadana,
Koramangala,
Bengaluru – 560034
Karnataka, India
Tel No.: +91 80 2556 7449 / 2563 3104
Fax No.: +91 80 2553 8531

The Board of our Company comprises the following:

Name	Designation	DIN	Address
Mr. Gopinath Pillai	Chairman	00268337	67, Hua Guan Avenue, Singapore, 589163
Mr. Prem Kishan Dass Gupta	Vice-Chairman and Director	00011670	94, Sainik Farm, Khanpur, New Delhi, 110062
Mr. Shabbir Hakimuddin Hassanbhai	Independent Director	00268133	36, Keppel Bay Drive, #05-78, Caribbean at Keppel Bay, Singapore, 098653
Mr. Saroosh Cowasjee	Independent Director	00034110	Adenwalla Baug, Tardeo,

Name	Designation	DIN	Address
Dinshaw			Mumbai 400007, Maharashtra, India
Mr. Kannan Ravindran Naidu	Whole time Director and Chief Executive Officer	02813755	604, 6th Floor, SPRUCE, G Block Raheja Residency , Koramangala, Bengaluru 560034, Karnataka, India
Mr. Michael Philip Pinto	Independent Director	00021565	405, Shalaka, Maharshi Karve Road, Mumbai 400021, Maharashtra, India
Mr. Masakazu Sakakida	Director	06505056	13, Panchsheel Marg, Chanakya Puri, New Delhi 110021, India
Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari	Independent Director	00746153	181-A, Twin Towers, Prabhadevi, Mumbai 400025, Maharashtra, India

For further details of our Directors, please see the chapter entitled '*Our Management*' on page 130 of this Draft Red Herring Prospectus.

Company Secretary and Compliance Officer

Mr. Sundar Mangadu Agaram
54, Old Madras Road,
Virgonagar,
Bengaluru – 560 049
Karnataka, India
Tel No: + 91 80 3993 9500
Fax No: + 91 80 3993 9500
E-mail: investorrelations@snowman.in
Website: www.snowman.in

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

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and the bank branch or collection centre where the application was submitted.

All grievances relating to the ASBA process may be addressed either to (i) the concerned member of the Syndicate and the relevant SCSB, in the event of a Bid submitted by an ASBA Bidder at any of the Syndicate ASBA Centres, or (ii) the concerned Non-Syndicate Registered Broker and the relevant SCSB. In the event of a Bid submitted by an ASBA Bidder at any of the Non-Syndicate Broker Centres, or (iii) the Designated Brach of the SCSB where the Bid-cum-Application Form was submitted by the ASBA Bidder, giving full details such as name, address of the applicant, application number, number of Equity Shares applied for, amount paid on application, in the event of a Bid submitted directly with a Designated Branch by an ASBA Bidder; in all cases with a copy to the Registrar of the Issue. All grievances relating to the Bids submitted through the Non-Syndicate Registered Broker may be addressed to the Stock Exchanges with a copy to the Registrar.

Book Running Lead Manager

HDFC Bank Limited
Investment Banking Division, Trade World
A Wing, 1st Floor, Kamala Mills Compound
S. B. Marg, Lower Parel (West)
Mumbai – 400 013
Maharashtra, India
Tel No.: +91 22 3383 9197
Fax No.: +91 22 4080 4114
E-mail: sllipo@hdfcbank.com
Investor grievance email:investor.redressal@hdfcbank.com

Website: www.hdfcbank.com
Contact Person: Mr. Amit Kumar Singh / Mr. Anurag Byas
SEBI Registration No.: INM000011252

Legal Counsel to the Company

Bharucha & Partners
2nd Floor, Hague Building
9, S.S. Ram Gulam Marg,
Ballard Estate
Mumbai 400 001
Tel No: +91 22 6132 3900
Fax No: +91 22 6633 3900
E-mail: projectchill@bharucha.in

Legal Counsel to the BRLM

Khaitan & Co
One Indiabulls Centre, 13th Floor,
841 Senapati Bapat Marg, Elphinstone Road,
Mumbai 400013
Maharashtra, India
Tel No: +91 22 6636 5000
Fax No: +91 22 6636 5050
E-mail: sll.ipo@khaitanco.com

Registrar to the Issue

Link Intime India Private Limited
C 13, Pannalal Silk Mills Compound
LBS Marg, Bhandup (West)
Mumbai – 400 078
Maharashtra, India
Tel No.: +91 22 2596 7878
Fax No.: +91 22 2596 0329
Investor Grievance Email: sll.ipo@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Mr. Sachin Achar
SEBI Registration No.: INR 0000 04058

Statutory Auditors

Price Waterhouse
252, Veer Savarkar Marg,
Shivaji Park, Dadar,
Mumbai 400 028
Tel No: +91 22 66691000
Fax No: +91 22 66547800
Email: snowman.chill@in.pwc.com
Contact person: Mr. Uday Shah
Firm registration No.: 301112E

Syndicate Members

The Syndicate Member(s) will be appointed prior to filing the Red Herring Prospectus with the RoC.

Bankers to the Issue and Escrow Collection Banks

The Bankers to the Issue and Escrow Collection Banks will be appointed prior to filing the Red Herring Prospectus with the RoC.

Refund Banker(s)

The Refund Banker(s) will be appointed prior to filing the Red Herring Prospectus with RoC.

Bankers to our Company

HDFC Bank Limited
120, 12th Floor, Raheja Centre,
Free Press Journal Marg,
Nariman Point,
Mumbai – 400 021
Karnataka, India
Tel No.: +91 22 30233247 / 30233248
Fax No.: +91 22 30233209
Email: suresh.shanbhag@hdfcbank.com
Website: www.hdfcbank.com

IndusInd Bank Limited
Centenary Building,
Ground Floor, No. 28, M G Road,
Bengaluru – 560001
Karnataka, India
Tel No.: +91 80 30287012 / 30287007
Fax No.: +91 80 25592309
Email: ravi.sudi@insdusind.com

Self Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as SCSBs for the ASBA process is provided on SEBI's website at http://www.sebi.gov.in. For details of the Designated Branches of the SCSBs which shall collect Bid cum Application Forms submitted by ASBA Bidders, please refer to the above-mentioned link.

Non-Syndicate Registered Brokers

In accordance with the SEBI circular No. CIR/CFD/14/201 dated October 4, 2012, investors can submit Bid-cum-Application Forms using the stock broker network of the stock exchanges, i.e. through Registered Brokers at the Broker Centres. The Bid-cum-Application Forms will be made available by the Stock Exchanges on their websites/broker terminals for download/print in more than 1,000 centres which are part of the nationwide broker network of stock exchanges where there is presence of the brokers' terminals. The details of Registered Brokers and Broker Centres are available on the websites of the BSE and NSE at http://www.bseindia.com/ and http://www.nseindia.com/ respectively.

IPO Grading Agency

The Issue has been graded by [●], a SEBI registered credit rating agency, as [●], indicating [●] fundamentals. The rationale furnished by the grading agency for its grading will be updated at the time of filing the Red Herring Prospectus with the RoC.

Experts

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

a. Report by the IPO Grading Agency dated [●] furnishing the rationale of its grading of the Issue;

b. Our Company has received written consent from the Statutory Auditors namely, Price Waterhouse, Chartered Accountants, to include its name as an expert under Section 58 of the Companies Act in this Draft Red Herring Prospectus in relation to the report of the Statutory Auditors dated August 29, 2013 on the restated financial information of the Company, included in this Draft Red Herring Prospectus and such consent has not been withdrawn up to the time of delivery of this Draft Red Herring Prospectus. A written consent under the provisions of the Companies Act is different from a consent filed with the U.S. Securities and Exchange Commission under Section 7 of the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. As the Equity Shares are proposed to be offered as a part of an initial public offering in India and the Equity Shares have not been and will not be registered under the Securities Act, the Statutory Auditors have not given consent under Section 7 of the Securities Act. In this regard, the Statutory Auditors have given consent to be referred to as "experts" in this Draft Red Herring Prospectus in accordance with the requirements of the Companies Act. The term "experts" as used in this Draft Red Herring Prospectus is different from those defined under the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. The reference to the Statutory Auditors as "experts" in this Draft Red Herring Prospectus is not made in the context of the Securities Act but solely in the context of this initial public offering in India or the Issue; and

c. Statement of Tax Benefits dated August 28, 2013 provided by V. Kiran Mayi, Chartered Accountant.

The term "expert" shall not be construed to mean an "expert" as defined under the Securities Act. The consent of the IPO Grading Agency shall be obtained before filing the Red Herring Prospectus with the RoC.

Monitoring Agency

Under the Regulation 16 of the SEBI ICDR Regulations, an issuer is required to appoint a monitoring agency if the issue size exceeds ₹5000 million. Since the Issue will be for less than ₹5,000 million we are not required to appoint a monitoring agency. However, the Audit Committee of our Company will monitor the utilization of the Issue Proceeds, as per the Clause 49 of the Equity Listing Agreement to be entered into with the Stock Exchanges upon listing of the Equity Shares and in accordance with the Corporate Governance requirements.

Appraising Entity

None of the objects for which the Net Proceeds will be utilised have been appraised any agency. The objects of the Fresh Issue and means of finance therefore are based on internal estimates of our Company.

Inter-se Allocation of Responsibilities:

HDFC Bank Limited is the sole Book Running Lead Manager to this Issue. The list of major responsibilities of the Book Running Lead Manager, *inter alia*, is as follows:

Sr. No	Activities	Responsibility and Coordination
1.	Due diligence of our Company's operations/ management/ business plans/ legal. Drafting and design of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus. The BRLM shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalisation of Prospectus and RoC filing of the same and drafting and approval of all statutory advertisements	HDFC Bank
2.	Capital structuring with the relative components and formalities such as composition of debt and equity, type of instruments. Appointment of all other intermediaries (for example, Registrar(s), printer(s) and Banker(s) to the Issue, advertising agency.)	HDFC Bank
3.	Drafting and approval of all publicity material other than statutory advertisement as mentioned in (2) above including corporate advertisement, brochure and Preparation and finalisation of the road-show presentation	HDFC Bank
4.	Domestic institutional marketing including banks/ mutual funds and allocation of investors for meetings and finalising road show schedules	HDFC Bank
5.	International institutional marketing including; allocation of investors for meetings and finalising road show schedules	HDFC Bank
6.	Non-Institutional & Retail Marketing of the Offer, which will cover, inter alia: • Formulating marketing strategies; • Finalising centres for holding conferences for brokers; • Finalising collection centres; and • Follow-up on distribution of publicity and Offer material including form, prospectus and deciding on the quantum of the Offer material.	HDFC Bank
7.	Preparation of publicity budget, finalising Media and PR strategy.	HDFC Bank

Sr. No	Activities	Responsibility and Coordination
	Coordination with Stock Exchanges for book building process including software, bidding terminals.	
8.	Pricing and managing the book	HDFC Bank
9.	Post-issue activities, which shall involve essential follow-up steps including follow-up with bankers to the issue and Self Certified Syndicate Banks to get quick estimates of collection and advising the issuer about the closure of the issue, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds and coordination with various agencies connected with the post-issue activity such as registrars to the issue, bankers to the issue, Self Certified Syndicate Banks including responsibility for underwriting arrangements, as applicable.	HDFC Bank

Credit Rating

As this is an issue of Equity Shares, there is no credit rating for the Issue.

Trustees

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

Book Building Process

The book building, in the context of the Issue, refers to the process of collection of Bids on the basis of the Red Herring Prospectus within the Price Band. The Issue Price is finalised after the Bid / Issue Closing Date. The principal parties involved in the Book Building Process are:

- our Company;
- the BRLM;
- the Syndicate Members who are intermediaries registered with SEBI or registered as brokers with BSE/NSE and eligible to act as Underwriters. The Syndicate Members are appointed by the BRLM;
- the Self Certified Syndicate Banks through whom ASBA Bidders would subscribe in the Issue;
- Non-Syndicate Registered Brokers;
- the Registrar to the Issue; and
- Escrow Collection Banks.

In terms of Regulation 26(2) of the SEBI ICDR Regulations, the Issue is being made through the Book Building Process wherein not less than 75% of the Issue shall be allotted on a proportionate basis to QIB Bidders. 5% of the QIB Portion (excluding Anchor Investor Portion) shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price. The allotment of Equity Shares to each Retail Individual Bidder shall not be less than minimum bid lot, subject to availability of Equity Shares in Retail Investor category, and the remaining available Equity Shares, if any, shall be allotted on proportionate basis. Our Company may, in consultation with the BRLM, allocate up to 30% of the QIB Portion to Anchor Investors on a discretionary basis at the Anchor Investor Allocation Price, out of which at least one-third shall be reserved for allocation to domestic Mutual Funds only. For further details, please see the chapter entitled '*Issue Procedure*' on page 292 of this Draft Red Herring Prospectus. Allocation to Anchor Investors shall be on a discretionary basis subject to minimum number of two Anchor Investors. An Anchor Investor shall make a minimum Bid of such number of Equity Shares that the Bid Amount is at least ₹100 million. 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.

In accordance with the SEBI ICDR Regulations, QIBs Bidding in the QIB Portion are not allowed to withdraw their Bid after the Bid/Issue Closing Date. For further details, please see the chapter entitled '*Terms of the Issue*' on page 284 of this Draft Red Herring Prospectus.

Our Company will comply with the SEBI ICDR Regulations and any other ancillary directions issued by SEBI for the Issue. In this regard, our Company has appointed the BRLM to manage the Issue and procure subscriptions to the Issue.

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

Illustration of Book Building and Price Discovery Process *(Investors should note that this example is solely for illustrative purposes and is not specific to the Issue and excludes Anchor Investors.)*

Bidders can bid at any price within the price band. For instance, assume a price band of ₹ 20 to ₹ 24 per share, issue size of 3,000 equity shares and receipt of five bids from bidders, details of which are shown in the table below. A graphical representation of the consolidated demand and price would be made available at the bidding centres during the bidding period. The illustrative book below shows the demand for the shares of our Company at various prices and is collated from bids received from various investors.

Bid Quantity	Bid Amount (₹)	Cumulative Quantity	Subscription
500	24	500	16.67%
1,000	23	1,500	50.00%
1,500	22	3,000	100.00%
2,000	21	5,000	166.67%
2,500	20	7,500	250.00%

The price discovery is a function of demand at various prices. The highest price at which our Company is able to issue the desired number of shares is the price at which the book cuts off, *i.e.*, ₹ 22 in the above example. Our Company, in consultation with the book running lead managers, will finalise the issue price at or below such cut-off price, *i.e.*, at or below ₹22. All bids at or above this issue price and cut-off bids are valid bids and are considered for allocation in the respective categories.

Steps to be taken by the Bidders for Bidding:

1. Check eligibility for making a Bid. For details, please see the chapter entitled '*Issue Procedure*' on page 292 of this Draft Red Herring Prospectus;

2. Ensure that you have a demat account and the demat account details are correctly mentioned in the Bid cum Application Form;

3. 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, are exempt from specifying their PAN for transacting in the securities market, and (ii) Bids by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, are exempted from specifying their PAN for transacting in the securities market, for Bids of all values, ensure that you have mentioned your PAN allotted under the Income Tax Act in the Bid cum Application Form. In accordance with the SEBI ICDR Regulations, the PAN would be the sole identification number for participants transacting in the securities market, irrespective of the amount of transaction. For details, please see the chapter entitled '*Issue Procedure*' on page 292 of this Draft Red Herring Prospectus;

4. Ensure that the Bid cum Application Form is duly completed as per instructions given in this Draft Red Herring Prospectus and in the Bid cum Application Form;

5. Bids by QIBs (other than Anchor Investors) and Non-Institutional Bidders will only have to be submitted through the ASBA process;

6. Ensure the correctness of your Demographic Details, given in the Bid-cum-Application Form or ASBA Form, with the details recorded with your Depository Participant;

7. Ensure th*e correctness o*f your PAN, beneficiary account number, DP ID and Client ID given in the Bid-cum-Application Form and the ASBA Form. Based on these parameters, the Registrar will obtain details of the Bidders from the Depositories including the Bidder's name and bank account number, among others; and

8. Bids by ASBA Bidders will have to be submitted to the Designated Branches or to Syndicate/sub-Syndicate Members (only in the Specified Cities) or the Non Registered Syndicate Brokers. ASBA Bidders should ensure that their bank accounts have adequate credit balance at the time of submission to the SCSBs to ensure that the Bid cum Application Form is not rejected.

Underwriting Agreement

After the determination of the Issue Price and allocation of Equity Shares, but prior to the filing of the Prospectus with the RoC, our Company will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be offered through the Issue. It is proposed that pursuant to the terms of the Underwriting Agreement, the BRLM will be responsible for bringing in the amount devolved in the event that the Syndicate Members do not fulfil their underwriting obligations. The Underwriting Agreement is dated [●]. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriters will be several and will be subject to certain conditions specified therein.

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 and Address of the Underwriters	Indicative Number of Equity Shares to be Underwritten	Amount Underwritten (₹ in millions)
[●]	[●]	[●]

The above-mentioned is indicative underwriting and this will be finalised after pricing and actual allocation. In the opinion of the Board of Directors (based on certificates provided by the Underwriters), the resources of the above mentioned Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. The abovementioned Underwriters are registered with SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange(s). The Board of Directors / Committee of Directors, 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. Notwithstanding the above table, the BRLM and the Syndicate Members shall be responsible for ensuring payment with respect to Equity Shares allocated to investors procured by them. 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 the subscription to or subscribe to Equity Shares to the extent of the defaulted amount.

The Underwriting arrangements mentioned above shall not apply to the subscription by the ASBA Bidders in this Issue, except for ASBA Bids procured by the Syndicate Members. The Underwriting Agreement shall list out the role and obligations of each Syndicate Member.

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

CAPITAL STRUCTURE

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

(In ₹, except share data)

		Aggregate value at Face Value	Aggregate value at Issue Price
A	**AUTHORIZED SHARE CAPITAL**		
	200,000,000 Equity Shares	2,000,000,000	
B	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL BEFORE THE ISSUE**		
	123,835,857 Equity Shares	1,238,358,570	
C	**PRESENT ISSUE IN TERMS OF THE DRAFT RED HERRING PROSPECTUS**		
	Issue of 42,000,000 Equity Shares	420,000,000	[●]
	Of which:		
	A. QIB portion of at least 31,500,000 Equity Shares	315,000,000	[●]
	Of which		
	Available for allotment to Mutual Funds only (5% of the QIB Portion (excluding Anchor Investor Portion)	15,750,000	
	Balance for all QIB including Mutual Funds	299,250,000	
	B. Non-Institutional Portion of not more than 6,300,000 Equity Shares	63,000,000	[●]
	C. Retail Portion of not more than 4,200,000 Equity Shares	42,000,000	[●]
D	**SECURITIES PREMIUM ACCOUNT**		
	Before the Issue	574,335,307	574,335,307
	After the Issue	[●]	[●]
E	**ISSUED, SUBSCRIBED AND PAID-UP CAPITAL AFTER THE ISSUE**		
	165,835,857 Equity Shares	1,658,358,570	[●]

Changes to the Authorised Share Capital since incorporation

Date of shareholders' resolution	Change in authorised share capital
Initial authorised capital	500,000 Equity Shares of ₹10 each aggregating ₹5 million
June 30, 1995	3,000,000 Equity Shares of ₹10 each aggregating ₹30 million
August 19, 1996	10,000,000 Equity Shares of ₹10 each aggregating ₹100 million
February 9, 2000	30,000,000 Equity Shares of ₹10 each aggregating ₹300 million
March 7, 2001	41,000,000 Equity Shares of ₹10 each aggregating ₹410 million
January 23, 2003	50,000,000 Equity Shares of ₹10 each aggregating ₹500 million
August 22, 2006	90,000,000 Equity Shares of ₹10 each aggregating ₹900 million
December 17, 2009	125,000,000 Equity Shares of ₹10 each aggregating ₹1,250 million
August 5, 2013	200,000,000 Equity Shares of ₹10 each aggregating ₹2,000 million

Notes to the Capital Structure

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

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

Date of Allotment	Number of Equity Shares Allotted	Face Value (₹)	Issue price per Equity Share (₹)	Consideration	Reason for allotment	Cumulative Number of Equity Shares	Cumulative Paid-up Equity Share Capital	Cumulative Share Premium
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	101	1,010	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	202	2,020	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	303	3,030	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	404	4,040	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	505	5,050	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	606	6,060	-
February 22, 1993	101	10	10.00	Cash	Initial Subscribers	707	7,070	-
July 13, 1995	49,293	10	10.00	Cash	Issue of Equity Shares to Amalgam Investment Private Limited	50,000	5,00,000	-
March 29, 1997	39,79,000	10	10.00	Cash	Issue of Equity Shares to Amalgam Foods Limited	40,29,000	4,02,90,000	-
March 29, 1997	11,85,000	10	20.00	Cash	Issue of Equity Shares to Brooke Bond (India) Limited	52,14,000	5,21,40,000	1,18,50,000
June 19, 1997	20,54,000	10	20.00	Cash	Issue of Equity Shares toMitsubishi Corporation	72,68,000	7,26,80,000	3,23,90,000
June 19, 1997	6,32,000	10	20.00	Cash	Issue of Equity Shares to Mitsubishi Logistics Corporation	79,00,000	7,90,00,000	3,87,10,000
April 6, 2000	1,20,00,000	10	10.00	Cash	Issue of Equity Shares toMitsubishi Corporation	1,99,00,000	19,90,00,000	3,87,10,000
April 6, 2000	30,00,000	10	20.00	Cash	Issue of Equity Shares to Mitsubishi Logistics Corporation	2,29,00,000	22,90,00,000	3,87,10,000
April 6, 2000	26,47,000	10	10.00	Cash	Issue of Equity Shares to Hindustan Lever Limited	2,55,47,000	25,54,70,000	3,87,10,000
March 9, 2001	1,50,00,000	10	10.00	Cash	Issue of Equity Shares to Mitsubishi Corporation	4,05,47,000	40,54,70,000	3,87,10,000
April 30, 2003	74,00,000	10	10.00	Cash	Issue of Equity Shares to Nichirei Corporation	4,79,47,000	47,94,70,000	3,87,10,000
November 22, 2006	3,43,90,000	10	10.50	Cash	Issue of Equity Shares	8,23,37,000	82,33,70,000	5,59,05,000

Date of Allotment	Number of Equity Shares Allotted	Face Value (₹)	Issue price per Equity Share (₹)	Consideration	Reason for allotment	Cumulative Number of Equity Shares	Cumulative Paid-up Equity Share Capital	Cumulative Share Premium
					to GDL			
March 4, 2010	2,05,70,000	10	12.10	Cash	Issue of Equity shares to IFC	10,29,07,000	1,02,90,70,000	88,851,504*
July 5, 2013	1,71,42,857	10	35.00	Cash	Issue of Equity Shares to NVP	12,00,49,857	1,20,04,98,570	498,748,507**
July 5, 2013	6,78,000	10	10.60	Cash	Issue of Equity Shares Under ESOPS Scheme	12,07,27,857	1,20,72,78,570	499,155,307
July 5, 2013	27,00,000	10	35.00	Cash	Issue of Equity Shares to Mr. Gopinath Pillai, Mr. Prem Kishan Dass Gupta, Mr. Sat Pal Khattar, Mr. Karangalpadi Jathindra Mohan Shetty, Mr. Shabbir Hakimuddin Hassanbhai, Mr. Ishaan Gupta, Mr. Michael Philip Pinto, Mr. Arun Agarwal and Laguna International Pte Ltd	12,34,27,857	1,23,42,78,570	566,655,307
August 1, 2013	3,00,000	10	35.00	Cash	Issue of Equity Shares to Mr. Kirpa Ram Vij	12,37,27,857	1,23,72,78,570	574,155,307
August 01, 2013	1,08,000	10	10.60	Cash	Issue of Equity Shares Under ESOPS Scheme	12,38,35,857	1,23,83,58,570	574,335,307

**₹10.25 million out of the share premium account was used towards issue expenses*

***₹18.67 million out of the share premium account was used towards issue expenses*

(b) As on the date of this Draft Red Herring Prospectus, our Company does not have any preference share capital.

2. **Issue of Equity Shares for consideration other than cash**

We have not issued Equity Shares for consideration other than cash.

3. **History of the Equity Share Capital held by the Promoter**

(a) *Build-up of the Promoter's shareholding in our Company*

As on the date of this Draft Red Herring Prospectus, our Promoter holds 59,854,119 Equity Shares, constituting 48.33% of the issued, subscribed and paid-up Equity Share capital of our Company. Set forth below is the build-up of the shareholding of the Promoter in our Company since the incorporation of our Company:

Date of Transaction/ Allotment	Nature of Transaction	No. of Equity Shares	Nature of consideration	Face Value (₹)	Issue/ acquisition price (₹)	Percentage of the pre-Issue Capital (%)	Percentage of the post-Issue Capital (%)
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	39,79,000	Cash	10	17.50	3.21	2.37
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	2,35,000	Cash	10	17.50	0.19	0.14
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	26,47,000	Cash	10	17.50	2.14	1.58
November 22, 2006**	Issue of Equity Shares	3,43,90,000	Cash	10	10.50	27.77	20.48
March 23, 2007	Transfer of Equity Shares to Laguna International Pte. Limited	(9,52,381)	Cash	10	10.50	(0.77)	(0.57)
December 17, 2009	Acquisition of Equity Shares from Mitsubishi Corporation	1,34,13,000	Cash	10	8.50	10.83	7.99
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited*	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of	101	Cash	10	18.00	0.00	0.00

Date of Transaction/ Allotment	Nature of Transaction	No. of Equity Shares	Nature of consideration	Face Value (₹)	Issue/ acquisition price (₹)	Percentage of the pre-Issue Capital (%)	Percentage of the post-Issue Capital (%)
	Equity Shares from Amalgam Foods Limited						
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	101	Cash	10	18.00	0.00	0.00
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	49,293	Cash	10	18.00	0.04	0.03
May 25, 2012	Acquisition of Equity Shares from Amalgam Foods Limited	9,50,000	Cash	10	18.00	0.77	0.57
August 2, 2013	Acquisition of Equity Shares from IFC	51,42,500	Cash	10	35	4.15	3.06
	Total	**5,98,54,119*****				**48.33**	**35.64**

* These Equity Shares are held jointly by Mr. Prem Kishan Dass Gupta and GDL.

** The Share Certificate was split and subsequent to the transfer to Laguna International Pte Ltd, GDL held 33,437,619.

*** GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to approximately 54%.

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

(b) *Details of Promoter's contribution and lock-in*:

Pursuant to the SEBI ICDR Regulations, an aggregate of 20% of the post-Issue Equity Share capital of our Company held by our Promoter shall be locked in for a period of three years from the date of Allotment. All Equity Shares of our Company held by the Promoter are eligible for Promoter's contribution.

Accordingly, 3,35,91,971 Equity Shares, aggregating 20% of the post-Issue capital of our Company (assuming exercise of all employee stock options vested in terms of the ESOP 2012 described below), held by the Promoter, shall be locked in for a period of three years from the date of Allotment in the Issue. Details of the same are as follows:

Date of Transaction and when made fully paid-up	Nature of Transaction	No. of Equity Shares	Face Value (₹)	Issue/acquisition price per Equity Share (₹)	Percentage of post-Issue paid-up capital (%)
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	39,79,000	10	17.50	2.37%
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	2,35,000	10	17.50	0.14%

Date of Transaction and when made fully paid-up	Nature of Transaction	No. of Equity Shares	Face Value (₹)	Issue/acquisition price per Equity Share (₹)	Percentage of post-Issue paid-up capital (%)
November 22, 2006	Acquisition of Equity Shares from Amalgam Foods Limited	26,47,000	10	17.50	1.58%
November 22, 2006	Issue of equity shares	2,67,30,971	10	10.50	15.92%

The Promoter's contribution has been brought in to the extent of not less than the specified minimum lot and from the person defined as 'promoter' under the SEBI ICDR Regulations. The Equity Shares that are being locked-in are not ineligible for computation of Promoter's contribution under Regulation 33 of the SEBI ICDR Regulations. In this connection, our Company confirms the following:

(i) The Equity Shares offered for Promoter's contribution (a) have not been acquired in the last three years for consideration other than cash and revaluation of assets or capitalisation of intangible assets; or (b) bonus shares out of revaluation reserves or unrealised profits of our Company or issued against Equity Shares which are otherwise ineligible for computation of Promoter's contribution;

(ii) The Promoter's contribution does not include any Equity Shares acquired during the preceding one year at a price lower than the price at which the Equity Shares are being offered to the public in the Issue;

(iii) Our Company has not been formed by the conversion of a partnership firm into a company;

(iv) The Equity Shares held by the Promoter and offered for Promoter's contribution are not subject to any pledge;

(v) All the Equity Shares of our Company held by the Promoter shall be held in dematerialised form prior to the filing of the Red Herring Prospectus with the RoC; and

(vi) The Equity Shares offered for Promoter's contribution do not consist of Equity Shares for which specific written consent has not been obtained from the Promoter for inclusion of its subscription in the Promoter's contribution subject to lock-in.

(c) *Details of Equity Shares locked-in for one year*

Other than the above Equity Shares that are locked in for three years, the entire pre-Issue Equity Share capital of our Company, except any Equity Shares issued upon exercise of employee stock options granted by our Company, comprising 8,94,57,886 Equity Shares will be locked-in for a period of one year from the date of Allotment. As of the date of this Draft Red Herring Prospectus, 7,86,000 employee stock options granted by our Company have been converted into Equity Shares.

(d) *Lock-in of Equity Shares to be Allotted, if any, to the Anchor Investor*

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

(e) *Other requirements in respect of lock-in*:

Pursuant to Regulation 39 of the SEBI ICDR Regulations, the locked-in Equity Shares held by the Promoter, as specified above, can be pledged only with scheduled commercial banks or public financial institutions as collateral security for loans granted by such scheduled commercial banks or public financial institution, provided that the pledge of the Equity Shares is one of the terms of the sanction of the loan.

Provided that securities locked in as Promoter's Contribution for 3 years under Regulation 36(a) of the SEBI ICDR Regulations may be pledged only if, in addition to fulfilling the above requirement, the loan has been granted by such scheduled commercial bank or public financial institution for the purpose of financing one or more of the objects of the Issue.

Pursuant to Regulation 40 of the SEBI ICDR Regulations, Equity Shares held by the Promoters may be transferred to and amongst the Promoters, the Promoter Group or to new promoters or persons in control of our Company subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with the Takeover Code.

Further, pursuant to Regulation 40 of the SEBI ICDR Regulations, the Equity Shares held by persons other than the Promoters prior to the Issue may be transferred to any other person holding the Equity Shares which are locked-in as per Regulation 37 of the SEBI ICDR Regulations, along with the Equity Shares proposed to be transferred, provided that lock-in on such Equity Shares will continue for the remaining period with the transferee and such transferee shall not be eligible to transfer such Equity Shares till the lock-in period stipulated under the SEBI ICDR Regulations has ended, subject to compliance with the Takeover Code, as applicable.

In terms of Schedule XI of the SEBI ICDR Regulations, the Equity Shares, if any, allotted to Anchor Investors shall be locked in for a period of 30 days from the date of Allotment of such Equity Shares.

4. **Shareholding Pattern of our Company**

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

Category code	Category of shareholder	Number of shareholders	Pre-Issue				Post-Issue				Shares Pledged or otherwise encumbered	
			Total number of shares	Number of shares held in dematerialised form	Total shareholding as a percentage of total number of shares		Total number of shares	Number of shares held in dematerialised form	Total shareholding as a percentage of total number of shares			
					As a percentage of (A+B)	As a percentage of (A+B+C)			As a percentage of (A+B)	As a percentage of (A+B+C)	Number of shares	As a percentage
(A)	**Promoter and Promoter Group**											
(1)	**Indian**											
(a)	Individuals/ Hindu Undivided Family											
(b)	Central Government/ State Government(s)											
(c)	Bodies Corporate	1	5,98,54,119	5,98,54,018	48.33%	48.33%	5,98,54,119	5,98,54,018	48.33%	36.09%		
(d)	Financial Institutions/ Banks											
(e)	Any Other (specify)											
	Sub-Total (A)(1)	**1**	**5,98,54,119**	**5,98,54,018**	**48.33%**	**48.33%**	**5,98,54,119**	**5,98,54,018**	**48.33%**	**36.09%**		
(2)	**Foreign**											
(a)	Individuals (Non-Resident Individuals/ Foreign Individuals)											
(b)	Bodies Corporate											
(c)	Institutions											
(d)	Qualified Foreign Investor											
(e)	Any Other (specify)											
	Sub-Total (A)(2)											
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	**1**	**5,98,54,119**	**5,98,54,018**	**48.33%**	**48.33%**	**5,98,54,119**	**5,98,54,018**	**48.33%**	**36.09%**		
(B)	**Public shareholding**											
(1)	**Institutions**											
(a)	Mutual Funds/											

Category code	Category of shareholder	Number of shareholders	Pre-Issue				Post-Issue				Shares Pledged or otherwise encumbered	
			Total number of shares	Number of shares held in dematerialised form	Total shareholding as a percentage of total number of shares		Total number of shares	Number of shares held in dematerialised form	Total shareholding as a percentage of total number of shares			
					As a percentage of (A+B)	As a percentage of (A+B+C)			As a percentage of (A+B)	As a percentage of (A+B+C)	Number of shares	As a percentage
	UTI											
(b)	Financial Institutions/ Banks	1	1,54,27,500	1,54,27,500	12.46%	12.46%	1,54,27,500	1,54,27,500	12.46%	9.30%		
(c)	Central Government/ State Government(s)											
(d)	Venture Capital Funds											
(e)	Insurance Companies											
(f)	Foreign Institutional Investors											
(g)	Foreign Venture Capital Investors											
(h)	Qualified Foreign Investor											
(i)	Others											
	Sub-Total (B)(1)	**1**	**1,54,27,500**	**1,54,27,500**	**12.46%**	**12.46%**	**1,54,27,500**	**1,54,27,500**	**12.46%**	**9.30%**		
(2)	**Non-institutions**											
(a)	Bodies Corporate	5	4,57,68,238	1,71,42,857	36.96%	36.96%	4,57,68,238	1,71,42,857	36.96%	27.60%		
(b)	Individuals											
(i)	Individual shareholders holding nominal share capital up to ₹ 1 lakh.	29	5,06,000	5,06,000	0.41%	0.41%	5,06,000	5,06,000	0.41%	0.31%		
(ii)	Individual shareholders holding nominal share capital in excess of ₹ 1 lakh.	8	22,80,000	22,80,000	1.84%	1.84%	22,80,000	22,80,000	1.84%	1.37%		
(c)	Qualified Foreign Investor											
(d)	Any Other (specify)											
	Sub-Total (B)(2)	42	4,85,54,238	1,99,28,857	39.21%	39.21%	4,85,54,238	1,99,28,857	39.21%	29.28%		
	Total (B)= (B)(1)+(B)(2)	**43**	**6,39,81,738**	**3,53,56,357**	**51.67%**	**51.67%**	**6,39,81,738**	**3,53,56,357**	**51.67%**	**38.58%**		
	TOTAL (A)+(B)	**44**	**12,38,35,857**	**9,52,10,375**	**100.00%**	**100.00%**	**12,38,35,857**	**9,52,10,375**	**100.00 %**	**74.67%**		
(C)	**Shares held by Custodians and against which Depository Receipts have been issued**											
(1)	Promoter and Promoter Group											
(2)	Public											
	TOTAL (A)+(B)+(C)	**44**	**12,38,35,857**	**9,52,10,375**	**100.00%**	**100.00%**	**12,38,35,857**	**9,52,10,375**	**100.00 %**	**74.67%**		
(D)	**Public pursuant to the Issue**						**4,20,00,000**	**4,20,00,000**		25.33%		
	GRAND TOTAL (A)+(B)+(C)+ (D)	**44**	**12,38,35,857**	**9,52,10,375**	**100.00%**	**100.00%**	**16,58,35,857**	**13,72,10,375**	**100.00 %**	**100.00%**		

5. **Public shareholders holding more than 1% of the pre-Issue paid up capital of our Company**

The details of the public shareholders holding more than 1% of the pre-Issue paid up capital of our Company and their pre-Issue and post-Issue shareholding are set forth in the table below:

S. No.	Name of the Shareholder	Pre-Issue		Post-Issue	
		No. of Equity Shares held	Percentage (%)	No. of Equity Shares held	Percentage (%)
1.	Norwest Venture Partners VII-A Mauritius	1,71,42,857	13.86%	1,71,42,857	10.21%
2.	Mitsubishi Corporation	1,56,41,000	12.64%	1,56,41,000	9.31%
3.	International Finance Corporation	1,54,27,500	12.47%	1,54,27,500	9.19%
4.	Nichirei Logistics Group Inc.*	74,00,000	5.98%	74,00,000	4.41%
5.	Mitsubishi Logistics Corporation	36,32,000	2.94%	36,32,000	2.16%

** GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to* approximately *54%.*

6. The lists of top 10 shareholders of our Company and the number of Equity Shares held by them as on the date of filing, ten days before the date of filing and two years before the date of filing of this Draft Red Herring Prospectus are set forth below:

(a) The top 10 Shareholders as on the date of filing of this Draft Red Herring Prospectus are as follows:

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	Gateway Distriparks Limited	5,98,54,119	48.33
2.	Norwest Venture Partners VII-A Mauritius	1,71,42,857	13.84
3.	Mitsubishi Corporation	1,56,41,000	12.63
4.	International Finance Corporation	1,54,27,500	12.46
5.	Nichirei Logistics Group Inc.*	74,00,000	5.98
6.	Mitsubishi Logistics Corporation	36,32,000	2.93
7.	Laguna International Pte Ltd	19,52,381	1.58
8.	Mr. Prem Kishan Dass Gupta	4,40,000	0.36
9.	Mr. Gopinath Pillai	4,40,000	0.36
10.	Mr. Sat Pal Khattar	4,40,000	0.36

** GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to* approximately *54%.*

(b) The top 10 Shareholders 10 days prior to filing of this Draft Red Herring Prospectus were as follows:

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	Gateway Distriparks Limited	5,98,54,119	48.38
2.	Norwest Venture Partners VII-A Mauritius	1,71,42,857	13.86
3.	Mitsubishi Corporation	1,56,41,000	12.64
4.	International Finance Corporation	1,54,27,500	12.47

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
5.	Nichirei Logistics Group Inc.*	74,00,000	5.98
6.	Mitsubishi Logistics Corporation	36,32,000	2.94
7.	Laguna International Pte Ltd	19,52,381	1.58
8.	Mr. Prem Kishan Dass Gupta	4,40,000	0.36
9.	Mr. Gopinath Pillai	4,40,000	0.36
10.	Mr. Sat Pal Khattar	4,40,000	0.36%

*** GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to* approximately *54%.*

(c) The top 10 Shareholders two years prior to filing this Draft Red Herring Prospectus were as follows:

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	Gateway Distriparks Ltd	5,37,11,619	52.19
2.	International Finance Corporation	2,05,70,000	19.99
3.	Mitsubishi Corporation	1,56,41,000	15.20
4.	Nichirei Logistics Group Inc.*	74,00,000	7.19
5.	Mitsubishi Logistics Corporation	36,32,000	3.53
6.	Amalgam Foods Ltd	9,99,293	0.97
7.	Laguna International Pte Limited	9,52,381	0.93
8.	Mrs. Kamli Tharakan	303	0.00
9.	Mr. P J Antony	101	0.00
10.	Mr. Abraham Tharakan	101	0.00
10.	Mr. Ramesh Tharakan	101	0.00
10.	Mrs. Rani Tharakan	101	0.00

** GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to* approximately *54%.*

7. Except as set our below, none of the members of the Promoter Group or the directors of our Promoter hold any Equity Shares.

Sr. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	Mr. Prem Kishan Dass Gupta	4,40,000*	0.36
2.	Mr. Gopinath Pillai	4,40,000	0.36
3.	Mr. Sat Pal Khattar	4,40,000	0.36
4.	Mr. Kirpa Ram Vij	3,00,000	0.24
5.	Mr. Shabbir Hakimuddin Hassanbhai	2,20,000	0.18
6.	Mr. Karangalpadi Jathindra Mohan Shetty	2,00,000	0.16

Sr. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
7.	Mr. Saroosh Cowasjee Dinshaw	1,20,000	0.10
8.	Mr. Ishaan Gupta	35,000	0.03
9.	Mr. Michael Philip Pinto	25,000	0.02
10.	Mr. Arun Agrawal	20,000	0.02

**Excluding 101 Equity Shares held by Mr. Prem Kishan Dass Gupta jointly with Gateway Distriparks Limited*

8. Employee Stock Option Plan

The employee stock options of our Company have been granted under Snowman ESOP 2012. The details of the ESOP schemes of our Company are as follows:

a) Snowman ESOP 2012

The employee stock options of our Company have been granted under Snowman ESOP 2012. The details of the ESOP schemes of our Company are as follows:

a) Snowman ESOP 2012

ESOP 2012, our ESOP scheme was approved by our shareholders on April 24, 2012. Options under ESOP 2012 have been granted to eligible employees our Directors on May 12, 2012 (**Grant I**), February 05, 2013 (**Grant II**) and August 01, 2013 **(Grant III)**. Grant I, Grant II and GrantIII have a vesting period of three years each till May 12, 2015, February 05, 2016 and August 01, 2016 respectively, and an exercise period of five years each starting May 12, 2013, February 05, 2014 and August 01, 2014 respectively. The ESOPs are administered by the ESOP Committee, which determines the terms and conditions of the options vested/granted.

The Shareholders of our Company approved the grant of 30,40,000 options convertible into 30,40,000 Equity Shares on April 24, 2012, pursuant to which our Company granted 21,25,000 options (Grant I) convertible into 21,25,000 Equity Shares. The Compensation Committee approved the grant of 7,65,000 options convertible into 7,65,000 Equity Shares on February 05, 2013 (Grant II) and 1,70,000 option convertible into 1,70,000 equity shares on August 01, 2013. Out of the 21,25,000 options (Grant I) granted, 7,86,000 options have been exercised and converted into 7,86,000 Equity Shares.

The following table sets forth the particulars of the options granted under ESOP 2012 as of the date of filing of this Prospectus:

Particulars

Sr. No.	Particulars	1st Grant	2nd Grant	3rd Grant
1.	Options granted			
	(a) Granted options as at the start of the year	21,25,000	7,65,000	NIL
	(b) Options granted during the year	NIL	NIL	1,70,000
2.	Pricing formula	The Options are Granted at an Exercise Price being the prevailing fair market value as determined by an independent valuer appointed by the Board		
3.	Options vested	8,50,000	NIL	NIL
4.	Exercise price of options (`per share)	Rs. 10.60	Rs 10.60	Rs 15.40
5.	Options exercised	7,86,000	NIL	NIL
6.	Total no. of shares arising as a result	7,86,000	NIL	NIL

Sr. No.	Particulars	1st Grant	2nd Grant	3rd Grant
	of exercise of options			
7.	Options lapsed	90,000	60,000	NIL
8.	Variation of terms of options	There is no variation in options		
9.	Money realised by exercise of options during the year (` in million)	Rs. 83.32	NIL	NIL
10.	Total number of options in force	12,49,000	7,05,000	1,70,000
11.	Employee wise details of options granted to			
	a. Senior management personnel	As Per Annexure A		
	b. Any other employee who receives a grant in any one year of option amounting to 5% or more of option granted during that year	As Per Annexure B		
	c. Identified employees who are granted options, during any one year equal to or exceeding 1% of the issued Equity Shares (excluding outstanding warrants and conversions) at the time of grant	NONE		
12.	Vesting schedule/ conditions	The options would vest not earlier than one year and not later than 4th (forth) year from the date of grant i.e from May 01, 2012, February 05, 2013 and August 01,2013 Vesting of options will not be less than On Completion of 1st year – 40.00% On Completion of 2nd year – 30.00% On Completion of 3rd year – 30.00% Options will be vested Based on continued employment with the Company		
13.	Diluted Earnings Per Share pursuant to issue of Equity Shares on exercise of options calculated in accordance AS 20 ‘Earnings Per Share’	NA		
14.	In case the employee compensation cost is calculated using intrinsic value of the stock options, the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it had used the fair value of the options and the impact of this difference on the profits and on the earnings per share of our Company for the Financial Year	NA		
15.	Weighted average exercise price of options granted during the year	NA	NA	15.40
16.	Weighted average exercise price of options granted till date	10.82	10.82	10.87
17.	Method and significant assumptions used to estimate the fair value of options granted during the year	As per Annexure C		
18.	Risk free interest rate	8.00%	8.00%	6.00%
19.	Expected life	5 Years	5 Years	5 Years
20.	Expected volatility	10.00%	10.00%	10.00%

Sr. No.	Particulars	1st Grant	2nd Grant	3rd Grant
21.	Expected dividend yield	0.00%	0.00%	0.00%
22.	Price of underlying shares in market at the time of grant of options*(In `)	NA	NA	NA

Each stock option entitles the holder to receive One Equity Share of Rs 10/- each of the Company on payment of the exercise price.

Under ESOP –Grant I, 2,125,000 options were granted to 34 employees, out of which 90,000 options have been cancelled as 3 employees have resigned.

Under ESOP –Grant II, 765,000 options were granted to 21employees, out of which 60,000 options have been cancelled as 3 employees have resigned.

Under ESOP –Grant III, 170,000 options granted to 7 employees.

Note 1: Details regarding options granted to our Directors and key management personnel and other management personnel are set forth below under ESOP 2012:

Name	No. of options granted	No. of options exercised	No. of options outstanding
Directors			
Mr. Kannan Ravindran Naidu	4,00,000	1,20,000	2,80,000
Mr. Shabbir Hakimuddin Hassanbhai	3,00,000	1,20,000	1,80,000
Mr. Saroosh Cowasjee Dinshaw	3,00,000	1,20,000	1,80,000
Key Management Personnel			
Mr. Sundar Mangadu Agaram	3,00,000	80,000	2,20,000
Mr. Pradeep Dubey	3,00,000	50,000	2,50,000
Mr. Sanjay Sharma	50,000	-	50,000
Mr. Dinesh N	50,000	20,000	30,000
Mr. Shivanand N	50,000	20,000	30,000
Mr. Shailesh Acharya	50,000	20,000	30,000
Mr. Nitin Bhide	50,000	20,000	30,000
Mr. Debabrata Satpathy	50,000	20,000	30,000

Note 2: Employees who received a grant in any one year of options amounting to 5.00% or more of the options granted during the year under ESOP 2012:

Name of the Employee	No. of options granted
Mr. Kannan Ravindran Naidu	4,00,000
Mr. Shabbir Hakimuddin Hassanbhai	3,00,000
Mr. Saroosh Cowasjee Dinshaw	3,00,000
Mr. Sundar Mangadu Agaram	3,00,000
Mr. Pradeep Dubey	3,00,000

9. As on the date of this Draft Red Herring Prospectus, neither the BRLM nor its associates hold any Equity Shares in our Company.

10. Except in the QIB category, under-subscription in any other category will be allowed to be met with spill-over from any other category or combination of categories at our discretion exercised in consultation with the BRLM and the Designated Stock Exchange.

11. As on the date of this Draft Red Herring Prospectus, our Company has not allotted any Equity Shares pursuant to any scheme approved under Sections 391 to 394 of the Companies Act.

12. Except as set out below none of the members of the Promoter Group, the Promoter and its directors, or our Directors and their immediate relatives have purchased or sold any Equity Shares during the period of six months immediately preceding the date of filing of this Draft Red Herring Prospectus with the SEBI.

S. No.	Name of the Shareholder	No. of Equity Shares	Percentage (%)
1.	Gateway Distriparks Limited	51,42,500*	4.15
2.	Mr. Prem Kishan Dass Gupta	4,40,000	0.36
3.	Mr. Gopinath Pillai	4,40,000	0.36
4.	Mr. Sat Pal Khattar	4,40,000	0.36
5.	Mr. Kirpa Ram Vij	3,00,000	0.24
6.	Mr. Shabbir Hakimuddin Hassanbhai	2,20,000	0.18
7.	Mr. Karangalpadi Jathindra Mohan Shetty	2,00,000	0.16
8.	Mr. Saroosh Cowasjee Dinshaw	1,20,000	0.10
9.	Mr. Ishaan Gupta	35,000	0.03
10.	Mr. Michael Philip Pinto	25,000	0.02
11.	Mr. Arun Agrawal	20,000	0.02

** GDL acquired 51,42,500 shares from IFC at a price of ₹35 on August 2, 2013.*

13. As of the date of the filing of this Draft Red Herring Prospectus, the total number of holders of the Equity Shares is 44.

14. Neither our Company nor our Directors have entered into any buy-back and/or standby arrangements for purchase of Equity Shares from any person. Further, the BRLM has not any buy-back and/or standby arrangements for purchase of Equity Shares from any person.

15. Except the options granted pursuant to ESOP 2012, there are no outstanding warrants, options or rights to convert debentures, loans or other instruments into the Equity Shares as on the date of this Draft Red Herring Prospectus.

16. Except as set out below, our Company has not issued any Equity Shares during a period of one year preceding the date of this Draft Red Herring Prospectus at a price which may be lower than the Issue price:

Sr. No.	Name of Allottees	Date of allotment	No. of Equity Shares	Issue price (₹)	Reason
1.	Norwest Venture Partners VII-A Mauritius	July 5, 2013	1,71,42,857	35	Preferential Allotment
2.	Laguna International Pte Ltd	July 5, 2013	10,00,000	35	Preferential Allotment
3.	Mr. Prem Kishan Dass Gupta	July 5, 2013	4,40,000	35	Preferential Allotment
4.	Mr. Gopinath Pillai	July 5, 2013	4,40,000	35	Preferential Allotment
5.	Mr. Sat Pal Khattar	July 5, 2013	4,40,000	35	Preferential Allotment
6.	Mr. Kirpa Ram Vij	August 1, 2013	3,00,000	35	Preferential Allotment
7.	Mr. Shabbir Hakimuddin Hassanbhai	July 5, 2013	1,20,000	10.6	ESOP Allotment
8.	Mr. Shabbir Hakimuddin Hassanbhai	July 5, 2013	1,00,000	35	Preferential Allotment
9.	Mr. Karangalpadi Jathindra Mohan Shetty	July 5, 2013	2,00,000	35	Preferential Allotment
10.	Mr. Saroosh Cowasjee Dinshaw	July 5, 2013	1,20,000	10.6	ESOP Allotment
11.	Mr. Kannan Ravindran Naidu	July 5, 2013	1,20,000	10.6	ESOP Allotment
12.	Mr. Sundar Mangadu	July 5, 2013		10.6	ESOP Allotment

Sr. No.	Name of Allottees	Date of allotment	No. of Equity Shares	Issue price (₹)	Reason
	Agaram		80,000		
13.	Mr. Pradeep Dubey	July 5, 2013	50,000	10.6	ESOP Allotment
14.	Mr. Ishaan Gupta	July 5, 2013	35,000	35	Preferential Allotment
15.	Mr. Michael Philip Pinto	July 5, 2013	25,000	35	Preferential Allotment
16.	Mr. Arun Agrawal	July 5, 2013	20,000	35	Preferential Allotment
17.	Mr. Shivanand N	July 5, 2013	20,000	10.6	ESOP Allotment
18.	Mr. Debabrata Sathpathy	July 5, 2013	20,000	10.6	ESOP Allotment
19.	Mr. Nitin Vasant Bhide	July 5, 2013	20,000	10.6	ESOP Allotment
20.	Mr. Dinesh N	July 5, 2013	20,000	10.6	ESOP Allotment
21.	Mr. Lakshmikant SD	July 5, 2013	20,000	10.6	ESOP Allotment
22.	Mr. Prashant Deshpande	July 5, 2013	20,000	10.6	ESOP Allotment
23.	Mr. Gowri Shankar	July 5, 2013	12,000	10.6	ESOP Allotment
24.	Mr. Vikash Kumar	July 5, 2013	12,000	10.6	ESOP Allotment
25.	Mr. Rupesh Jagatiya	July 5, 2013	12,000	10.6	ESOP Allotment
26.	Mr. Sandeep Soni	July 5, 2013	8,000	10.6	ESOP Allotment
27.	Mr. Jyotirmay Hati	July 5, 2013	8,000	10.6	ESOP Allotment
28.	Mr. Vishal Vyas	July 5, 2013	8,000	10.6	ESOP Allotment
29.	Mr. Yogesh Deshpande	July 5, 2013	8,000	10.6	ESOP Allotment
30.	Mr. Shailesh Acharya	August 01, 2013	20,000	10.6	ESOP Allotment
31.	Mr. Babu. S	August 01, 2013	12,000	10.6	ESOP Allotment
32.	Mr. Tamal Putatunda	August 01, 2013	12,000	10.6	ESOP Allotment
33.	Mr. Sachin Kumar Malkudkar	August 01, 2013	8,000	10.6	ESOP Allotment
34.	Mr. Sanket K	August 01, 2013	8,000	10.6	ESOP Allotment
35.	Mr. Suresh Kumar Padhi	August 01, 2013	8,000	10.6	ESOP Allotment
36.	Mr. Deepak Soni	August 01, 2013	8,000	10.6	ESOP Allotment
37.	Mr. Shivkumar D. S	August 01, 2013	8,000	10.6	ESOP Allotment
38.	Mr. Pradeep S Sawant	August 01, 2013	8,000	10.6	ESOP Allotment
39.	Mr. Chandrashekar P Nair	August 01, 2013	8,000	10.6	ESOP Allotment
40.	Mr. Narender Prasad	August 01,		10.6	ESOP Allotment

Sr. No.	Name of Allottees	Date of allotment	No. of Equity Shares	Issue price (₹)	Reason
		2013	8,000		
	Total		**2,09,28,857**		

17. Our Company has not issued any Equity Shares out of revaluation of reserves.

18. All Equity Shares in the Issue are fully paid up and there are no partly paid up Equity Shares as on the date of this Draft Red Herring Prospectus.

19. Except for the vesting of the options granted under ESOP 2012 and their consequent conversion into Equity Shares, our Company presently do not intend or propose to alter its capital structure for a period of six months from the Bid/Issue Opening Date, by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether on a preferential basis or by way of issue of bonus issue or on a rights basis or by way of further public issue of Equity Shares or qualified institutional placements or otherwise. However, if our Company enters into any acquisitions, joint ventures or other arrangements, our Company may, subject to necessary approvals, consider raising additional capital to fund such activity or use the Equity Shares as currency for acquisition or participation in such joint ventures.

20. There shall be only one denomination of the Equity Shares, unless otherwise permitted by law. Our Company shall comply with such disclosure and accounting norms as may be specified by the SEBI from time to time.

21. An oversubscription to the extent of 10% of the Issue can be retained for the purposes of rounding off to the nearer multiple of minimum allotment lot.

22. The Promoter and Promoter Group will not participate in the Issue.

23. There have been no financial arrangements whereby the Promoter Group, our Directors and their relatives have financed the purchase by any other person of securities of our Company, other than in the normal course of the business of the financing entity during a period of six months preceding the date of filing of this Draft Red Herring Prospectus.

24. GDL, our Promoter, has, on August 29, 2013, entered into a share purchase agreement with Nichirei for the acquisition of 7,400,000 Equity Shares.

25. No payment, direct or indirect in the nature of discount commission and allowance or otherwise shall be made either by us or our Promoter to the persons who receive allotments.

26. Our Company shall ensure that transactions in the Equity Shares of our Company with face value of ₹10 each by our Promoter and members of our Promoter Group between dated of filing the Red Herring Prospectus with the Registrar of Companies and the date of closure of the Issue shall be intimated to the stock exchanges within 24 hours of such transaction.

OBJECTS OF THE ISSUE

The objects of the Issue are:

a. Capital expenditure for setting up new temperature controlled and ambient warehouses;
b. Long term working capital; and
c. General corporate purposes.

The main objects set out in our Memorandum of Association enable us to undertake our existing activities and the activities for which funds are being raised by us through the Issue.

In addition, our Company expects to receive the benefits of listing of the Equity Shares on the Stock Exchanges.

Requirement of Funds

Issue Proceeds and Net Proceeds

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

Particulars	Amount (in ₹ million)
Gross proceeds from the Issue	[●]
Issue related expenses[(1)]	[●]
Net proceeds of the Issue (**Net Proceeds**)[(1)]	**[●]**

(1) To be finalised upon determination of the Issue Price.

Utilisation of the Net Proceeds

The proposed utilisation of the Net Proceeds is set forth in the table below:

Particulars	Amount (in ₹ million)
Capital expenditure for setting up new temperature controlled and ambient warehouses	1,293.73
Long term working capital	134.97
General corporate purposes[(1)]	**[●]**
Total Net Proceeds	**[●]**

(1) *The amount to be deployed towards general corporate purposes will be determined on finalisation of Issue Price and shall be within 25% of the Net Proceeds.*

Details of the Objects of the Issue

Except for the long term working capital requirement which is proposed to be raised as set out below, the stated objects of the Issue are proposed to be financed entirely out of the Net Proceeds. Accordingly, we confirm that we are not required to make firm arrangements of finance through verifiable means towards 75% of the stated means of finance, excluding the amount to be raised through the Issue. The Net Proceeds, after deduction of all issue expenses, are estimated to be approximately ₹[•] million.

The fund requirement described below is based on the management estimates and is not appraised by any bank or financial institution. Our management, in response to the competitive and dynamic nature of the industry, will have the discretion to revise its business plan and estimates from time to time and consequently our funding requirements and deployment of funds may also change. This may also include rescheduling the proposed utilization of Net Proceeds and increasing or decreasing expenditure for a particular object vis-à-vis the utilization of Net Proceeds, subject to compliance with applicable law.

Our historical capital expenditure may not be reflective of our future capital expenditure plans. We may have to revise our estimated costs, fund allocation and fund requirements owing to factors such as economic and business conditions, increased competition and other external factors which may not be within the control of our management. This may entail rescheduling or revising the planned expenditure and funding requirements, including the expenditure for a particular object at the discretion of our management. The current estimates are based on the quotations received by us and management estimates. We have not yet placed orders for majority of the items in the Objects of the Issue. As some of quotations received are valid up to period mentioned in the respective quotations, we may need to obtain fresh quotation before placing the firm order. Hence the actual cost may vary.

In case of variations in the actual utilization of funds earmarked for the purposes set forth above, increased fund requirements for a particular purpose may be financed by surplus funds, if any, available in respect of the other purposes for which funds are being raised in this Issue. If surplus funds are unavailable or in case of cost overruns, we expect that the shortfall will be met from internal accruals and/or entering into debt arrangements as required.

In addition, the estimated dates of completion of the warehouses, as described in this section, are based on management's current expectations and are subject to change due to various factors including those described above, some of which may not be in our control. Accordingly, the net proceeds of the Issue would be used to meet all or any of the uses of the funds described herein.

Schedule of Implementation/Utilization of Net Proceeds

The details of the proposed utilization of the Net Proceeds of the Issue and the deployment of the Net Proceeds of the Issue, as currently estimated by our Company, during Fiscals 2014 and 2015, and the expenditure incurred as of [●], is set forth below.

(in ₹ million)

Particulars	Estimated Total Cost	Amount deployed as of August 20, 2013	Balance Amount to be deployed		Schedule of Deployment of Net Proceeds as of March 31,	
			Own Funds	Net Proceeds	2014	2015
Capital expenditure for setting up new temperature controlled and ambient warehouses	1,418.38	62.54	58.11	1,303.75	1,112.36	191.39
Long term working capital	134.97	NA		134.97	49.47	85.50
General corporate purposes	[●]	[●]			[●]	[●]
Total	**[●]**	**[●]**			**[●]**	**[●]**

** As certified by V. Kiran Mayi, Chartered Accountant, vide their certificate dated August 21, 2013.*

Our management, in accordance with the policies set up by the Board, will have flexibility in deploying the Net Proceeds of the Issue.

Details of the Objects of the Issue

1. Capital expenditure for setting up new warehouses:

Our Company proposes to set up 6 temperature controlled warehouses and 2 ambient warehouses at 6 cities. The total fund requirement for construction of these warehouses is ₹1,424.39 million. The details with respect to individual warehouses are as follows:

(in ₹ million)

Sr. No.	Location	Total estimated cost	Amount deployed as at August 20, 2013	Balance amount to be deployed		Estimated schedule of deployment of Net Proceeds for Fiscal 2014	Fiscal 2015
	Temperature controlled warehouse			**Own Funds**	**Net Proceeds**		
1.	Mumbai-I, Taloja (near Mumbai)	321.46	31.06	15.32	275.07	275.07	-
2.	Cuttack (near Bhubaneswar)	182.04	21.54	4.80	155.71	155.71	-
3.	Pune	225.08	1.25	3.76	220.08	203.51	16.57
4.	Chennai–I, Mevalurkuppam, (near Chennai)	118.29	7.62	7.31	103.37	103.37	-
5.	Chennai– II, Mevalurkuppam, (near Chennai)	270.49	-	5.00	265.49	136.52	128.97
6.	Visakhapatnam	222.52	1.08	3.92	217.52	171.67	45.85
	Ambient warehouse						
7.	Pune (Ambient)	38.35	-	10.00	28.35	28.35	-
8.	Surat (Ambient)	46.16	-	8.00	38.16	38.16	-
Total		**1,424.39**	**62.54**	**58.11**	**1,303.75**	**1,112.36**	**191.39**

Agreements in relation to land

Set out below are the details of the agreements / memorandum of understanding in relation to the land on which the warehouses are proposed to be set up.

Sr. No.	Location	Nature	Date of Agreement	Term
	Temperature controlled warehouse			
1.	Mumbai-32	Lease deed	July 19, 2013	November 1, 2013 to October 31, 2023
2.	Cuttack (near Bhubaneswar)	Lease deed	April 18, 2013	April 10, 2013 to April 9, 2033
3.	Pune	Lease deed	August 16, 2013	August 16, 2013 to August 15, 2033
4.	Chennai–I, Mevalurkuppam, (near Chennai)	Lease deed	August 16, 2013	August 16, 2013 to August 15, 2033
5.	Chennai– II, Mevalurkuppam, (near Chennai)	Memorandum of understanding	August 22, 2013	-
6.	Visakhapatnam	Lease deed	August 20, 2013	August 22, 2013 to July 22, 2032
	Ambient warehouse			

7.	Pune (Ambient)	Lease deed	August 16, 2013	August 16, 2013 to August 15, 2033
8.	Surat (Ambient)	Lease deed	January 11, 2013	January 1, 2013 to December 31, 2032

A. Mumbai – I, Taloja (near Mumbai)

The following table sets out the break-up of the costs in setting up a temperature controlled warehouse at Taloja based on quotations received from suppliers and management estimates:

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	177.79
II.	Plant and machinery	143.67
	Total	**321.46**

I. <u>Civil, electrical and other works</u>

The breakup of costs in respect of civil, electrical and other works and the estimated:

Category	Date of Quotation / Work Order	Vendor / Contractor	Date of Work / Purchase Order, if placed	Amount (*in ₹ millions*)
Civil (including consultancy charges)	May 10, 2013 for civil works and August 21, 2013 for further works. July 11, 2013 for consultancy	R. Gopinath for civil works and P. S. Subramanian for consultancy	Work order for civil works on May 10, 2013. Purchase order for consultancy on July 12, 2013.	146.36
Electrical	August 19, 2013	Perfect Engineers	-	9.78
General lighting	July 15, 2013	Sanchana Guru Distributors	-	0.54
Voltage stabilizer	July 15, 2013	Aadi Electronics	-	0.09
UPS– inverter	-	Emerson Network Power	-	0.22
Interior	August 20, 2013 by Balaji Interiors and August 19, 2013 by Featherlite Collections	Balaji Interiors and Featherlite Collections	-	1.41
Office Air-conditioner	August 20, 2013	Classic Cooling Systems Private Limited	-	0.43
Fire hydrant	August 20, 2013	Aquafire Controls	-	2.80
Sub-total				**161.63**
Contingency @ 10%				16.16
Total				**177.79**

II. Plant and Machinery

The details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (₹ *in millions*)
Refrigeration	July 25, 2013	Carrier Air-conditioning & Refrigeration Limited	-	37.72
Insulation and panel	July 22, 2013	Lloyd Insulation (India) Limited	Work Order on July 23, 2013	40.57
Doors and docks	July 28, 2013	Metaflex Doors India Private Limited	Work Order on August 3, 2013	13.84
Storage and racking	July 23, 2013	TMTE Metal Tech Private Limited	2 Work Orders on July 23, 2013.	13.20
Air curtain	July 15, 2013	Almonard Private Limited	-	0.50
DG set	July 16, 2013	GMMCO Limited	-	3.20
Exhaust fabrication dg	August 23, 2013	Rameshwar Engineering	-	0.15
Exhaust material	August 23, 2013	Rameshwar Engineering	-	0.10
Traction battery	July 18, 2013	Aegan Batteries Limited	-	1.48
Traction charger	July 19, 2013	Rege Associates	-	0.13
Reach truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	10.09
Forklift	August 20, 2013	Godrej & Boyce Manufacturing Company Limited	-	5.98
Pallet trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.32
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	1.48
Diesel tank	March 8, 2013	Insutech Engineering (India) Private Limited	-	0.03
Office locker	August 26, 2013	Safeguard Systems	-	0.05
Data logger	July 15, 2013	Business Combine Corporation	Purchase Order on July 24, 2013	0.50
Closed circuit television	August 10, 2013	Reliance w Systems	-	0.14
Pest o flash	August 20, 2013	Pest Control (India) Private Limited	-	0.13

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (*₹ in millions*)
Computer units	August 20, 2013	Creative Info Services	-	0.35
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer cabling/network	August 21, 2013	Lakshya Infotech	-	0.75
Computer-ups	June 7, 2013	Value Point Systems Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez Trading Co.	-	0.03
Refrigeration tools	August 23, 2013	Boulton Trading Corporation	-	0.04
Sub-total				**130.61**
Contingency @ 10%				13.06
Total				**143.67**

B. Cuttack (near Bhubaneswar)

The following table sets out a detailed break-up of the setting up a temperature controlled warehouse at Cuttack based on quotations received from suppliers and management estimates:

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	99.47
II.	Plant and machinery	82.57
	Total	**182.04**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy charges)	May 10, 2013 for civil works. August 20, 2013 for further work. July 12, 2013 for consultancy and August 21, 2013 for consultancy for further work	A. S. & Company for Civil P. S. Subramanian for consultancy	Work Order placed on May 10, 2013 for civil works. Work Order on July 12, 2013.	76.27
Electrical	August 28, 2013	Perfect Engineers	-	8.99
General lighting	July 15, 2013	Sanchana Guru Distributors	-	0.43
Voltage stabilizer	July 15, 2013	Aadi Electronics	-	0.05
UPS - inverter	May 28, 2013	Foresight Automation Products Private Limited	-	0.11
Interior	August 20, 2013 by Balaji Interiors and August 19, 2013 by	Balaji Interiors and Featherlite Collections	-	2.79

	Featherlite Collections			
Office Air-conditioners	August 21, 2013	Comfort Aircon	-	0.30
Fire hydrant	August 23, 2013	Aqua Fire Controls	-	1.50
Sub-total				**90.43**
Contingency @ 10%				9.04
Total				**99.47**

II. <u>Plant and Machinery</u>

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Refrigeration	August 20, 2013	Carrier Air-conditioning & Refrigeration Limited	-	24.17
Insulation and panel	-	Lloyd Insulation (India) Limited	Purchase order on July 23, 2013	23.92
Doors and docks	July 28, 2013	Metaflex Doors India Private Limited	Purchase order on August 3, 2013.	6.45
Storage and racking	August 20, 2013	TMTE Metal Tech Private Limited	-	7.49
Air curtain	August 16, 2013	Almonard Private Limited	-	0.18
DG set	July 16, 2013	GMMCO Limited	-	2.03
Exhaust fabrication DG	August 23, 2013	Rajeshwar Engineers	-	0.08
Exhaust material	August 23, 2013	Rajeshwar Engineers	-	0.01
Traction battery	July 18, 2013	Aegan Batteries Limited	-	0.99
Traction charger	July 19, 2013	Rege Associates	-	0.13
Reach truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	6.72
Pallet trolleys	July 18, 2013	Canara Forklift Services	-	0.19
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	0.86
Diesel tank	March 8, 2013	Insutech Engineering (India) Private Limited	-	0.03
Office locker	August 26, 2013	Safeguard Systems	-	0.04
Data logger	July 15, 2013	Business Combine Corporation	Purchase Order on July 24, 2013.	0.12

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Closed circuit television	August 10, 2013	Reliance w Systems	-	0.14
Pest O flash	August 20, 2013	Pest Control (India) Private Limited	-	0.08
Computer units	August 20, 2013	Creative Info Services	-	0.35
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer cabling/network	August 21, 2013	Lakshya Infotech	-	0.50
Computer-UPS	June 7, 2013	Value Point Systems Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez Trading Co.	-	0.03
Refrigeration tools	August 23, 2013	Boulton Trading Corporation	-	0.04
Sub-total				**75.06**
Contingency @ 10%				7.51
Total				**82.57**

C. Pune

The following table sets out the break-up of the costs in setting up a temperature controlled warehouse at Pune based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	121.65
II.	Plant and machinery	103.43
	Total	**225.08**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy charges)	August 20, 2013 by R. Gopinath and August 21, 2013 by P. S. Subramanian	R. Gopinath P. S. Subramanian	-	97.56
Electrical	August 27, 2013	Perfect Engineers	-	8.67
General lighting	July 15, 2013	Sanchana Guru Distributors	-	0.53
Voltage stabilizer	August 16, 2013	Aadi Electronics	-	0.08
UPS – inverter	August 16, 2013	Emerson Network Power	-	0.26
Interior	August 20, 2013 by Balaji Interiors and August 19, 2013 by	Balaji Interiors and Featherlite Collections	-	1.56

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
	Featherlite Collections			
Office Air-conditioner	August 20, 2013	Classing Cooling Systems Private Limited	-	0.43
Fire hydrant	August 23, 2013	Aqua Fire Controls	-	1.50
Sub-total				**110.59**
Contingency @ 10%				11.06
Total				**121.65**

II. Plant and Machinery

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Refrigeration	August 20, 2013	Carrier Airconditioning & Refrigeration Limited	-	28.49
Insulation and panel	August 20, 2013	Lloyd Insulations (India) Limited	-	28.08
Doors and Docks	August 21, 2013	Metaflex Doors India Private Limited	-	9.73
Storage and Racking	August 17, 2013	TMTE Metal Tech Private Limited	-	8.90
Air Curtain	July 15, 2013	Almonard Private Limited	-	0.18
DG Set	July 16, 2013	GMMCO Limited	-	2.26
Exhaust fabrication DG	August 23, 2013	Rameshwar Engineers	-	0.10
Exhaust material	August 23, 2013	Rameshwar Engineers	-	0.10
Traction Battery	July 18, 2013	Aegan Batteries Limited	-	1.48
Traction Charger	July 19, 2013	Rege Associates	-	0.13
Reach Truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	10.09
Forklift	August 20, 2013	Godrej & Boyce Manufacturing Company Limited	-	1.50
Pallet Trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.20
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	1.01
Diesel Tank	August 27, 2013	Insutech Engineering (India) Private Limited	-	0.03
Office Locker	August 26, 2013	Safeguard Systems	-	0.05

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Data Logger	July 15, 2013	BCC Corporation	-	0.13
Closed circuit television	August 10, 2013	Reliance w Systems	-	0.14
Pest O Flash	August 20, 2013	Pest Control (India) Private Limited	-	0.10
Computer units	August 20, 2013	Creative Info Services	-	0.35
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer Cabling/net work	August 21, 2013	Lakshya Infotech	-	0.50
Computer – UPS	June 7, 2013	Value Point Systems Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez trading		0.03
Refrigeration tools	June 28, 2013	Boulton Trading Corporation	-	0.04
Sub-total				**94.03**
Contingency @ 10%				9.40
Total				**103.43**

D. Chennai – I, Mevalurkuppam, (near Chennai)

The following table sets out the break-up of the costs in setting up a temperature controlled warehouse at Chennai based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	60.52
II.	Plant and machinery	57.77
	Total	**118.29**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy charges)	August 14, 2013 for civil works August 21, 2013 for consultancy	United Constructions for civil works. P. S. Subramanian for consultancy	Purchase Order on August 27, 2013	43.97
Electrical	August 27, 2013	Perfect Engineers	-	7.40
General lighting	July 15, 2013	Sanchana Guru Distributors	-	0.37
Voltage stabilizer	July 15, 2013	Aadi Electronics	-	0.05

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
UPS – inverter	August 16, 2013	Emerson Network Power	-	0.11
Interior	August 20, 2013 by Balaji Interiors and August 19, 2013 by Featherlite Collections	Balaji Interiors and Featherlite Collections	-	1.15
Office Air-conditioner	August 28, 2013	Classic Cooling Systems	-	0.48
Fire hydrant	August 23, 2013	Aqua Fire Controls	-	1.50
Sub-total				**55.02**
Contingency @ 10%				5.50
Total				**60.52**

II. Plant and Machinery

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Refrigeration	July 25, 2013	Carrier Air-conditioning & Refrigeration Limited	2 Purchase Orders on August 2, 2013.	14.79
Insulation and panel	July 22, 2013	Lloyd Insulations (India) Limited	Purchase Order on July 23, 2013.	16.12
Doors and Docks	July 28, 2013	Metaflex Doors India Private Limited	Purchase Order on August 3, 2013.	3.61
Storage and Racking	July 23, 2013	TMTE Metal Tech Private Limited	2 Purchase Orders on July 23, 2013.	4.99
Air Curtain	July 15, 2013	Almonard Private Limited	-	0.18
DG Set	August 16, 2013	DPK Engineers Private Limited	-	1.30
Exhaust fabrication DG	August 23, 2013	Rameshwar Engineers	-	0.05
Exhaust material	August 23, 2013	Rameshwar Engineers	-	0.08
Traction Battery	July 27, 2013	Aegan Batteries Limited	-	0.99
Traction Charger	July 19, 2013	Rege Associates	-	0.13
Reach Truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	6.72
Forklift	August 20, 2013	Godrej & Boyce Manufacturing Company Limited	-	1.52
Pallet Trolleys	August 1, 2013	Jaldoot Materials Handling Private Limited	-	0.16

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	0.49
Diesel Tank	8 March 2013	Insutech Engineering (India) Private Limited	-	0.03
Office Locker	August 26, 2013	Safeguard Systems	-	0.03
Data Logger	July 15, 2013	Business Combine Corporation	Purchase order on July 24, 2013	0.08
Closed circuit television	August 10, 2013	Reliance w Systems	-	0.14
Pest O Flash	August 20. 2013	Pest Control (India) Private Limited	-	0.06
Computer units	August 20, 2013	Creative Info Services	-	0.28
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer Cabling/network	August 21, 2013	Lakshya Infotech	-	0.30
Computer – UPS	June 7, 2013	Value Point Systems Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez Trading	-	0.03
Refrigeration tools	June 28, 2013	Boulton Trading Corporation	-	0.04
Sub-total				**52.52**
Contingency @ 10%				5.25
Total				**57.77**

E. Chennai – II, Mevalurkuppam, (near Chennai)

The following table sets out the break-up of the costs in setting up a temperature controlled warehouse at Chennai based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	140.33
II.	Plant and machinery	130.18
	Total	**270.49**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy	August 23, 2013 by United Constructions and	United Constructions	-	112.23

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
charges)	August 23, 2013 by P. S. Subramanian	for civil works and P. S. Subramanian for consultancy		
Electrical	August 23, 2013	Perfect Engineers	-	13.01
General lighting	August 23, 2013	Sanchana Guru Distributors	-	0.70
Voltage stabilizer	August 23, 2013	Aadi Electronics	-	0.05
UPS – inverter	August 16, 2013	Emerson Network Power	-	0.11
Interior	August 23, 2013		-	1.00
Office Air-conditioner	August 20, 2013	Classic Cooling Systems Private Limited	-	0.48
Sub-total				**127.57**
Contingency @ 10%				12.76
Total				**140.33**

II. Plant and Machinery

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Refrigeration	August 23, 2013	Carrier Air-conditioning & Refrigeration Limited	-	33.92
Insulation and panel	August 20, 2013	Lloyd Insulations (India) Limited	-	40.02
Doors and Docks	August 21, 2013	Metaflex Doors India Private Limited	-	7.90
Storage and Racking	August 23, 2013	TMTE Metal Tech Private Limited	-	10.62
Air Curtain	August 22, 2013	Almonard Private Limited	-	0.25
DG Set	August 22, 2013	GMMCO Limited	-	2.26
Exhaust Fabrication DG	August 23, 2013	Rameshwar Engineers	-	0.08
Exhaust Material	August 23, 2013	Rameshwar Engineers	-	0.08
Traction Battery	August 23, 2013	Aegan Batteries Limited	-	0.99
Traction Charger	August 22, 2013	Rege Associates	-	0.13

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Reach Truck	August 23, 2013	Godrej & Boyce Manufacturing Company Limited	-	16.81
Forklift	August 23, 2013	Godrej & Boyce Manufacturing Company Limited	-	1.52
Pallet Trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.16
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	1.85
Diesel Tank	March 8, 2013	Insutech Engineering (India) Private Limited	-	0.03
Office Locker	August 26, 2013	Safeguard Systems	-	0.05
Data Logger	August 23, 2013	BCC Corporation	-	0.09
Closed circuit television	August 21, 2013	M R Telecom Private Limited	-	0.15
Pest O Flash	August 20, 2013	Pest Control (India) Private Limited	-	0.08
Computer units	No date	Ace Infotech	-	0.35
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer Cabling/network	August 23, 2013	Lakshya Infotech	-	0.50
Computer – UPS	August 21, 2013	Perpetual Power Services Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez Trading	-	0.03
Refrigeration tools	August 23, 2013	Boulton Trading Corporatio	-	0.04
Sub-total				**118.33**
Contingency @ 10%				11.83
Total				**130.16**

F. Visakhapatnam

The following table sets out the break-up of the costs in setting up a temperature controlled warehouse at Visakhapatnam based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	121.61
II.	Plant and machinery	100.91
	Total	**222.52**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including	August 1, 2013	United	-	96.27

Category	Date of quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
consultancy charges)	by United Constructions and August 21, 2013 by P. S. Subramanian	Constructions for civil works and P. S. Subramanian for consultancy		
Electrical	August 27, 2013	Perfect Engineers		8.18
General lighting	July 15, 2013	Sanchana Guru Distributors	-	0.52
Voltage stabilizer	August 16, 2013	Aadi Electronics	-	0.08
UPS – inverter	August 16, 2013	Emerson Network Power	-	0.26
Interior	August 19, 2013	Featherlite Collections	-	3.40
Office Air-conditioner	August 20, 2013	Genuine Airtech Engineers	-	0.35
Fire hydrant	August 23, 2013	Aqua Fire Control	-	1.50
Sub-total				**110.55**
Contingency @ 10%				11.06
Total				**121.61**

II. **<u>Plant and Machinery</u>**

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Refrigeration	August 20, 2013	Carrier Air-conditioning & Refrigeration Limited	-	28.49
Insulation and panel	August 20, 2013	Llyod Insulations (India) Limited	-	28.08
Doors and Docks	August 21, 2013	Metaflex Doors India Private Limited	-	6.94
Storage and Racking	August 17, 2013	TMTE Metal Tech Private Limited	-	9.09
Air Curtain	July 15, 2013	Almonard Private Limited	-	0.22
DG Set	July 16, 2013	GMMCO Limited	-	2.26
Exhaust fabrication DG	August 23, 2013	Rameshwar Engineers	-	0.10
Exhaust material	August 23, 2013	Rameshwar Engineers	-	0.10
Traction Battery	July 18, 2013	Aegan Batteries Limited	-	1.48
Traction Charger	July 19, 2013	Rege Associates	-	0.13
Reach Truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	10.09
Forklift	August 20, 2013	Godrej & Boyce Manufacturing Company Limited	-	1.52

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Pallet Trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.20
Door guards	August 23, 2013	M. Periya Marutha Pandiyan	-	1.28
Diesel Tank	August 27, 2013	Insutech Engineering (India) Private Limited	-	0.03
Office Locker	August 26, 2013	Safeguard Systems	-	0.05
Data Logger	July 15, 2013	BCC Corporation	-	0.18
Closed circuit television	August 10, 2013	Reliance w Systems	-	0.14
Pest O Flash	August 20, 2013	Pest Control (India) Private Limited	-	0.10
Computer units	August 20, 2013	Creative Info Services	-	0.28
Printer	August 20, 2013	Ricoh India Limited	-	0.13
Computer Cabling/network	August 21, 2013	Lakshya Infotech	-	0.50
Computer – UPS	June 7, 2013	Value Point Systems Private Limited	-	0.30
Hand tools	August 28, 2013	Azeez Trading	-	0.03
Refrigeration tools	August 23, 2013	Boulton Trading Corporation	-	0.04
Sub-total				**91.74**
Contingency @ 10%				9.17
Total				**100.91**

G. Pune – Ambient

The following table sets out the break-up of the costs in setting up an ambient warehouse at Pune based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost
I.	Civil, electrical and other works	29.80
II.	Plant and machinery	8.55
	Total	**38.35**

I. <u>Civil, electrical and other works</u>

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy)	August 20, 2013 by R. Gopinath and August 21, 2013 by P. S. Subramanian	R. Gopinath for civil works and P. S. Subramanian for consultancy	We have received quotations for civil works and consultancy.	26.67

Electrical	August 27, 2013	Perfect Engineers		0.35
General Lighting	July 15, 2013	Sanchana Guru Distributors	We have received a quotation.	0.07
Sub-total				**27.09**
Contingency @ 10%				2.71
Total				**29.80**

II. Plant and Machinery

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Doors and Docks	August 21, 2013	Metaflex Doors India Private Limited	-	0.52
Storage and Racking	August 21, 2013	TMTE Metal Tech Private Limited	-	3.19
Traction Battery	July 18, 2013	Aegan Batteries Limited	-	0.49
Traction Charger	July 19, 2013	Rege Associates	-	0.06
Reach Truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	3.36
Pallet Trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.12
Pest O Flash	August 20, 2013	Pest Control (India) Private Limited	-	0.03
Sub-total				**7.77**
Contingency @ 10%				0.78
Total				**8.55**

H. Surat

The following table sets out the break-up of the costs in setting up an ambient warehouse at Surat based on quotations received from suppliers and management estimates.

Sl. No.	Particulars	Total Estimated Cost (in ₹ million)
I.	Civil, electrical and other works	35.93
II.	Plant and machinery	10.23
	Total	**46.16**

I. Civil, electrical and other works

The following table sets out the details of the civil, electrical and other works and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Civil (including consultancy)	August 1, 2013 by United Constructions and August 21, 2013 by P. S. Subramanian	United Constructions for civil works and P. S. Subramanian for	-	32.24

		consultancy		
Electrical	August 27, 2013	Perfect Engineers		0.35
General Lighting	July 15, 2013	Sanchana Guru Distributors	-	0.07
Sub-total				**32.66**
Contingency @ 10%				3.27
Total				**35.93**

II. <u>Plant and Machinery</u>

The following table sets out the details of the plant and machinery and the estimated cost breakup:

Category	Date of Quotation	Vendor	Date of Work / Purchase Order, if placed	Amount (in ₹ million)
Doors and Docks	August 21, 2013	Metaflex Doros India Private Limited	-	0.52
Storage and Racking	August 20, 2013	TMTE Metal Tech Private Limited	-	4.72
Traction Battery	July 18, 2013	Aegan Batteries Limited	-	0.49
Traction Charger	July 19, 2013	Rege Associates	-	0.06
Reach Truck	August 9, 2013	Godrej & Boyce Manufacturing Company Limited	-	3.36
Pallet Trolleys	August 20, 2013	Jaldoot Materials Handling Private Limited	-	0.12
Pest O Flash	August 20, 2013	Pest Control (India) Private Limited	-	0.03
Sub-total				**9.30**
Contingency @ 10%				0.93
Total				**10.23**

We do not intend to utilize the Net Proceeds of the Issue to procure any second hand equipment/ machinery. The Promoters or the Directors or the Promoter Group entities do not have any interest in the proposed procurement of any equipment/ machinery as stated above or any of the entities from whom we have obtained quotations/ machinery.

Means of Finance

The means of finance for the Capital Expenditure for setting up new temperature controlled and ambient warehouses as per management estimates are set forth below:

Sr. No.	Particulars	Amount (in ₹ million)
1.	Net Proceeds of the Issue	[•]
	Total	**[•]**

2. Long term working capital

Our business requires working capital and we fund majority of our working capital requirements in the ordinary course of our business from our own funds.

Our business model does not require us to maintain any inventory and, hence, our current assets primarily constitute sundry debtors. Similarly, since we do not maintain any inventory the current liabilities constitute only operational expenses payable.

As of March 31, 2013, our working capital facility consisted of an aggregate fund based limit of ₹30 million and an aggregate non-fund based limit of ₹50 million.

Basis of estimation of working capital requirement and estimated working capital requirement

(in ₹ millions, except data in respect of days)

Particulars	**Fiscal 2015**	**No. of Days**	**Fiscal 2014**	**No. of Days**	**Fiscal 2013**	**No. of Days**
	Estimated		**Estimated**		**Actuals**	
Current Assets						
Trade Receivables	516.75	70	374.14	70	267.69	70
Total Current Assets	**516.75**		**374.14**		**267.69**	
Current Liabilities						
Trade payables	107.40	22	80.29	22	53.31	22
Total Current Liabilities	**107.40**		**80.29**		**53.31**	
Total Working Capital Requirements	**409.35**		**293.85**		**214.38**	
Increase / (Decrease) in Working Capital	115.50		79.47		117.71	
Working Capital Facilities from Bank	20.00		20.00		-	
Own Funds	10.00		10.00		117.71	
Net Proceeds of the Issue	85.50		49.47		-	

Assumptions
Trade receivables Our pallet storage capacity has increased significantly in the recent past. The increase in storage capacity coupled with the highly competitive environment in which our Company operates has necessitated extending increased periods of credit to some of our larger customers. Currently the credit period in sales days is around 70 days, which, we believe, will remain largely unchanged during the current year as well as for the foreseeable future.
Trade payables Our operational expenses are primarily warehouse and vehicles rentals, vehicles running expenses and electricity charges where the payments are generally due within a month. The nature of these expenses is such that it is expected to remain largely unchanged in the foreseeable future. Hence, we have retained trade payable days at the Fiscal 2012 levels i.e. 22 days.

Based on the assumptions and projections set out above, we estimate an incremental working capital requirement of approximately ₹78.32 million during Fiscal 2014 and ₹109.42 million during Fiscal 2015. We propose to utilise ₹127.74 million of the Net Proceeds towards working capital requirements for meeting our future business requirements.

3. General Corporate Purposes:

We, in accordance with the policies set up by our Board, will have flexibility in applying ₹ [●] million of the Net Proceeds of the Issue for general corporate purposes, including (i) releasing appropriate security deposits for setting land lease; (ii) repayment of loans (iii) brand building and other marketing efforts; (iv) acquiring fixed assets including land, building, furniture and fixtures; (v) meeting any expense of the Company, including salaries and wages, rent, administration, insurance, repairs and maintenance, payment of taxes and duties; (vi) meeting expenses incurred in the ordinary course of business; and (vii) any other purpose as may be approved by our Board.

Issue Expenses

The Issue related expenses consist of underwriting fees, selling commission, fees payable to BRLM, legal counsels, Bankers to the Issue including processing fee to the SCSBs for processing ASBA Bid cum Application Forms procured by the Syndicate Members and submitted to the SCSBs, Escrow Bankers and Registrars to the Issue, printing and stationery expenses, advertising and marketing expenses and all other incidental and miscellaneous expenses for listing the Equity Shares on the Stock Exchanges. Our Company intends to use approximately ₹ [●] million towards these expenses for the Issue. The break-up for the Issue expenses is as follows:

Activity	Expense* (in ₹ million)	Expense* (% of total expenses)	Expense* (% of the Issue size)
BRLM Fees	[●]	[●]	[●]
Fees of Registrar to the Issue	[●]	[●]	[●]
Advisors' Fees	[●]	[●]	[●]
Bankers to the Issue	[●]	[●]	[●]
Underwriting commission, brokerage and selling commission#	[●]	[●]	[●]
Fees of the IPO Grading Agency	[●]	[●]	[●]
Printing and distribution expenses	[●]	[●]	[●]
Advertising and marketing expenses	[●]	[●]	[●]
Others, if any (specify)	[●]	[●]	[●]
Total estimated Issue expenses	[●]	[●]	[●]

* *Will be completed after finalisation of the Issue Price.*
# *Including commission to the SCSBs for ASBA applications and processing fees to SCSBs for processing the Bid cum Application Forms procured by the Syndicate from ASBA Bidders in the Specified Cities and submitted to the SCSBs.*

Project appraisal

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

Interim use of funds

Our Company, in accordance with the policies established by the Board from time to time, will have flexibility to deploy the Net Proceeds. Pending utilization for the purposes described above, our Company intends to invest the funds in high quality interest-bearing liquid instruments including money market mutual funds, deposits with banks or corporates or for reducing overdrafts. Our Company confirms that it shall not use the Net Proceeds for any investment in the equity markets.

Bridge Financing Facilities

We have not availed of bridge financing from any bank or financial institution as on the date of this Draft Red

Herring Prospectus. However, depending upon business requirements, we may consider availing of bridge financing, pending receipt of the Net Proceeds of the Issue. Any such bridge financing availed of will be repaid out of the Net Proceeds.

Monitoring of Utilisation of Funds

Under the Regulation 16 of the SEBI ICDR Regulations, an issuer is required to appoint a monitoring agency if the issue size exceeds ₹5,000 million. Since the Issue will be for less than ₹5,000 million we are not required to appoint a monitoring agency. However, the Audit Committee of our Company will monitor the utilization of the Issue Proceeds, as per the Clause 49 of the Equity Listing Agreement to be entered into with the Stock Exchanges upon listing of the Equity Shares and in accordance with the Corporate Governance requirements.

Other Confirmations

The Company will not pay any part of the Net Proceeds of the Issue as consideration to our Promoter, Directors, key managerial personnel and Group Companies of our Promoter.

BASIS FOR ISSUE PRICE

The Issue Price will be determined by the Company in consultation with the BRLM, on the basis of assessment of market demand for the Equity Shares through the Book Building Process is justified based on the below accounting ratios. See also the section entitled '*Risk Factors'* on page 13 of this Draft Red Herring Prospectus and the Restated Financial Information as set out in the section entitled '*Financial Statements*' beginning on page 157 of this Draft Red Herring Prospectus to have a more informed view. The trading price of the Equity Shares of the Company could decline due to the factors mentioned in the section entitled '*Risk Factors*' and you may lose all or part of your investment. The face value of the Equity Shares is ₹10 and the Issue Price is [●] times the face value.

Qualitative Factors

For a detailed discussion on the qualitative factors, which form the basis for computing the Issue Price, please see the chapter entitled '*Our Business*' and the section entitled '*Risk Factors*' on pages 104 and 13, respectively of this Draft Red Herring Prospectus.

Quantitative Factors

Information presented in this section is derived from the restated financial information prepared in accordance with the Companies Act and SEBI ICDR Regulations.

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

1. Basic and Diluted Earnings per Share (EPS)

As per our Company's restated financial information:

Year Ended March 31	Basic and Diluted EPS	Weight
2013	1.99	3
2012	0.49	2
2011	0.62	1
Weighted Average	**1.26**	

Note:

a) The earning per share has been calculated on the basis of the restated profits and losses of the respective years.
b) The denominator considered for the purpose of calculating the earnings per share is the weighted average number of Equity Shares outstanding during the year.
c) The earning per share calculations have been done in accordance with Accounting Standard 20 – "Earning per share" notified by the Companies (Accounting Standards) Rules, 2006, as amended.

2. Price Earnings Ratio (P/E) in relation to the Issue price of ₹ [●] per share

The Price/Earning (P/E) ratio, on the basis of an Issue Price of ₹[●] per share is as set forth below:

a) As per the Company's restated financial information

Sr. No.	Particulars	
1	P/E ratio based on basic and diluted EPS for the year ended March 31, 2013 at the Floor Price	[●]
2	P/E ratio based on basic EPS for the year ended March 31, 2013 at the Cap Price	[●]
3	P/E ratio based on basic and diluted EPS for the year ended March 31, 2012 at the Floor Price	[●]
4	P/E ratio based on basic EPS for the year ended March 31, 2012 at the Cap Price	[●]

b) **Peer Group P/E**

As there are no listed companies in India that are directly comparable to the business carried on by our Company, no comparison with industry peers is being offered.

3. Return on Net Worth (RoNW)

Return on net worth as per the Company's restated financial information:

Year ended March 31	RoNW (%)	Weight
2013	15.80	3
2012	4.72	2
2011	6.20	1
Weighted Average	**10.51**	

Note: RoNW has been computed as Net Profit after tax (as restated) divided by Net Worth at the end of the year.

4. Minimum Return on Total Net Worth after Issue needed to maintain Pre-Issue EPS for the year ended March 31, 2013

With respect to Basic and Diluted EPS

Sr. No.	Particulars	Basic	Diluted
a.	At the lower end of the Price Band	[●]%	[●]%
b.	At the higher end of the Price Band	[●]%	[●]%
c.	At the Issue Price	[●]%	[●]%

5. Net Asset Value (NAV)

Sr. No	Particulars	In ₹
A.	As on March 31, 2013	₹12.55
B.	Issue Price	[●]*
C.	As of [●] after the Issue	[●]

**Issue Price per Share will be determined on conclusion of the Book Building Process.*

Note: Net asset value per Equity Share represents the net worth, as restated, divided by the number of Equity Shares outstanding at the end of the period.

6. Comparison with Listed Industry Peers

There are no listed companies in India that engage in a business similar to that of our Company. Hence, it is not possible to provide an industry comparison in relation to our Company.

7. The face value of Equity Shares is ₹ 10 each and the Issue price will be [●] times of the face value of the Equity Shares.

The Issue Price of ₹ [●] has been determined by our Company consultation with the Book Running Lead Manager on the basis of the demand from investors for the Equity Shares through the Book Building Process. Our Company and the Book Running Lead Manager believe that the Issue Price of ₹ [●] is justified in view of the above qualitative and quantitative parameters. Investors should read the above mentioned information along with the chapters titled '*Risk Factors*', '*Our Business*' and '*Financial Statements of our Company'* beginning on pages 13, 104 and 157 respectively, to have a more informed view. The trading price of the Equity Shares of our Company could decline due to the factors mentioned in '*Risk Factors*' and you may lose all or part of your investments.

STATEMENT OF TAX BENEFITS

Statement of possible special tax benefits available to the company

To
The Board of Directors
Snowman Logistics Limited
Bangalore

Dear Sirs,

Sub: Statement of Possible Special Tax Benefits available to Snowman Logistics Limited ("the Company") in connection with the initial public offering by the Company

I hereby confirm that the enclosed annexure, prepared by Snowman Logistics Limited ('the Company') states the possible special tax benefits available to the Company under the Income – tax Act, 1961 ('Act') presently in force in India. These benefits are dependent on the Company fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company to derive the tax benefits is dependent upon fulfilling such conditions, which based on the business imperatives, the company may or may not choose to fulfill.

The benefits discussed in the enclosed Annexure are not exhaustive and the preparation of the contents stated is the responsibility of the Company's management. I am informed that this statement is only intended to provide general information to the investors and hence is neither designed nor intended to be a substitute for professional tax advice.

My confirmation is based on the information, explanations and representations obtained from the Company and on the basis of my understanding of the business activities and operations of the Company.

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

(i) the Company will continue to obtain these benefits in future; or
(ii) the conditions prescribed for availing the benefits, where applicable have been/would be met.

V. Kiran Mayi
Chartered Accountant
Membership No.: 208178

STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS AVAILABLE TO SNOWMAN LOGISTICS LIMITED

Outlined below are the possible special benefits available to the Company under the current direct tax laws in India for the Financial Year 2013-14

Special Tax benefits available to the Company

Subject to the fulfilment of conditions, the company is entitled to claim deduction under Sec 35AD. The amount of deduction is 150% (100% up to AY 2012-13) of capital expenditure other than investment in land incurred wholly and exclusively for the purpose of specified business carried on by an assessee in the year in which the expenditure is incurred.

The Company is eligible for deduction under this section since it is in the business of setting up and operating cold chain facilities. It is eligible for deduction under this section for its new cold storage units set up after the date from which this deduction is applicable.

Special Tax benefits available to the shareholders

No special tax benefits are available to the shareholders of our Company.

SECTION IV: ABOUT THE COMPANY

INDUSTRY OVERVIEW

Unless otherwise stated, the information in this section is derived from "The Temperature Controlled Logistics Industry – India". In addition, we have relied on websites and publicly available documents from various sources. The data may have been re-classified by us for the purpose of presentation. Neither we, nor any other person connected with the Issue, has independently verified the information provided in this chapter. Industry sources and publications, referred to in this section, generally state that the information contained therein has been obtained from sources generally believed to be reliable but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured, and, accordingly, investment decisions should not be based on this information.

Indian Economy

India, one of the most populous countries in the world with an estimated population of 1.2 billion; i.e. approximately 17% of the total global population, is also one of the largest economies on a purchasing power parity basis with a GDP of approximately USD 1.9 trillion.

In 1991, the Government of India, with a view to promote economic stability and growth, adopted a series of comprehensive macroeconomic and structural reforms focused on deregulation of industry, accelerating foreign investment and implementing a privatization program for disinvestment in public sector units. Consequent to the reforms, India's economy registered robust growth over the last decade. The following table illustrates India's real GDP growth between Fiscals 2009 and 2013 (at factor cost at constant 2004-05 prices):

Fiscal 2009	Fiscal 2010	Fiscal 2011	Fiscal 2012	Fiscal 2013
6.72%	8.59%	9.32%	6.21%	4.96%

Source: http://mospi.nic.in "Summary of macroeconomic aggregates at constant (2004-05) prices, 1950-51 to 2012-13"

Further, despite the general slowdown in the global economy the Indian GDP is expected to grow at around 6% in Fiscal 2014.

India is expected to become the world's fifth largest consumer market by 2025 from its twelfth position in 2010. The key drivers for the growth in consumption are expected to be:

- *Higher affordability*: The rapid growth in the size of India's middle income and high income group is expected to result in doubling of the Indian household consumption by 2015.
- *Greater consumer acceptance*: Greater consumer acceptance of newer products driven by factors such as a younger population, faster urbanization, increase in the number of working women and lifestyle changes, along with other socio-economic factors is expected to result in a transition of the consumption pattern of the Indian consumer. Further, the growing international exposure among Indians has led to awareness of international cuisines resulting in increased acceptance and demand for such products.
- *Greater availability*: Deeper penetration, particularly of FMCG products, spurred by better distribution channels, coupled with spread of organized retail has increased availability manifold.
- *Greater awareness*: Greater media reach and penetration has, amongst others, resulted in a more aware and discerning consumer. Pertinently, this phenomenon is also no longer restricted to urban areas.

Temperature Controlled Logistics Industry

Temperature Controlled Logistics (**TCL**) refers to the series of links in the logistics chain of perishable products. TCL is responsible for preserving the quality to enable their availability during an off-season or making them available at locations far from the production/ processing locations. TCL comprises:

- *Warehousing*: Warehousing temperature sensitive products in custom built temperature controlled warehouses. The temperature controlled warehouse generally consists of several temperature zones capable of warehousing goods in the range of -25 º C to +20 ºC.

- *Distribution*: Distribution entails primary and secondary transportation of temperature sensitive products from source to stores using temperature controlled containerized trucks and cargo trains. Certain containerized trucks are also modified to enable installation of temperature controlled zones.

Businesses which utilize cold chains in India include dairy, poultry and meat, seafood, ready-to-eat, chocolates, healthcare and pharmaceuticals, industrial products and fruit and vegetables.

The TCL Industry in India is estimated to be between ₹120,000 – ₹150,000 million and is poised to grow at 15% to 20%, year on year, for the next 3 to 5 years. The growth is expected to be driven *inter alia* by:

- An increase in the consumption of temperature sensitive perishables;

- Greater use of temperature controlled logistics in categories such as pharmaceuticals and fruits and vegetables; and

- An increase in the consumption of a gamut of niche and high end products that need to be maintained in temperature controlled environment.

Changing lifestyles and resultant consumer preferences for processed foods, off-season and exotic / high end fruits and vegetables and increased incidence of eating out (at quick service or other restaurants) is expected to drive the use of temperature controlled logistics. The spurt in growth is also expected to be fuelled by demand from Tier 2 and Tier 3 cities, in addition to the Tier I cities.

Current state of the Indian TCL industry

India falls under the category of low cold chain adoption countries i.e. countries with less than 10% of produce passing through a cold chain, reflecting a significant potential for growth.

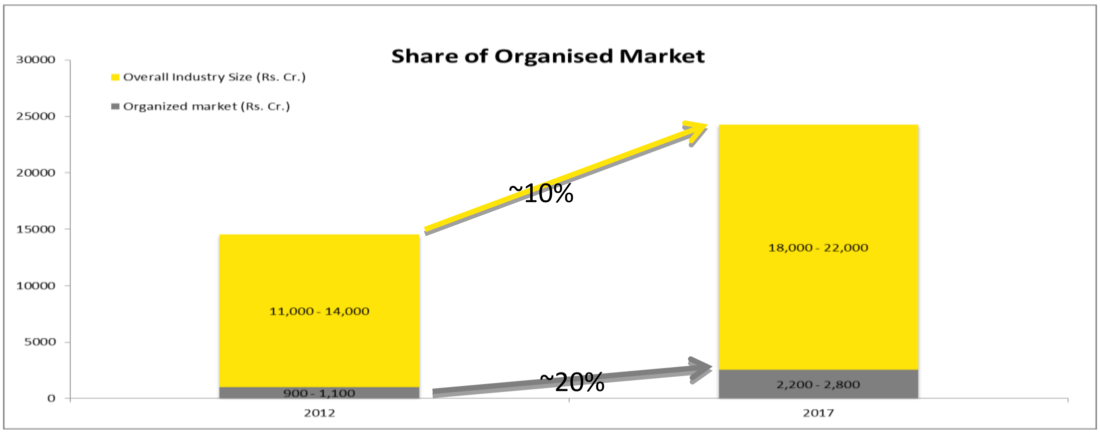
Further, TCL providers in India are largely fragmented and generally focused on a single region or one aspect of the logistics chain such as storage or transportation. Consequently, there are very few integrated temperature controlled logistics service providers, and in particular, integrated service providers with the ability to service customers on a pan-India basis.

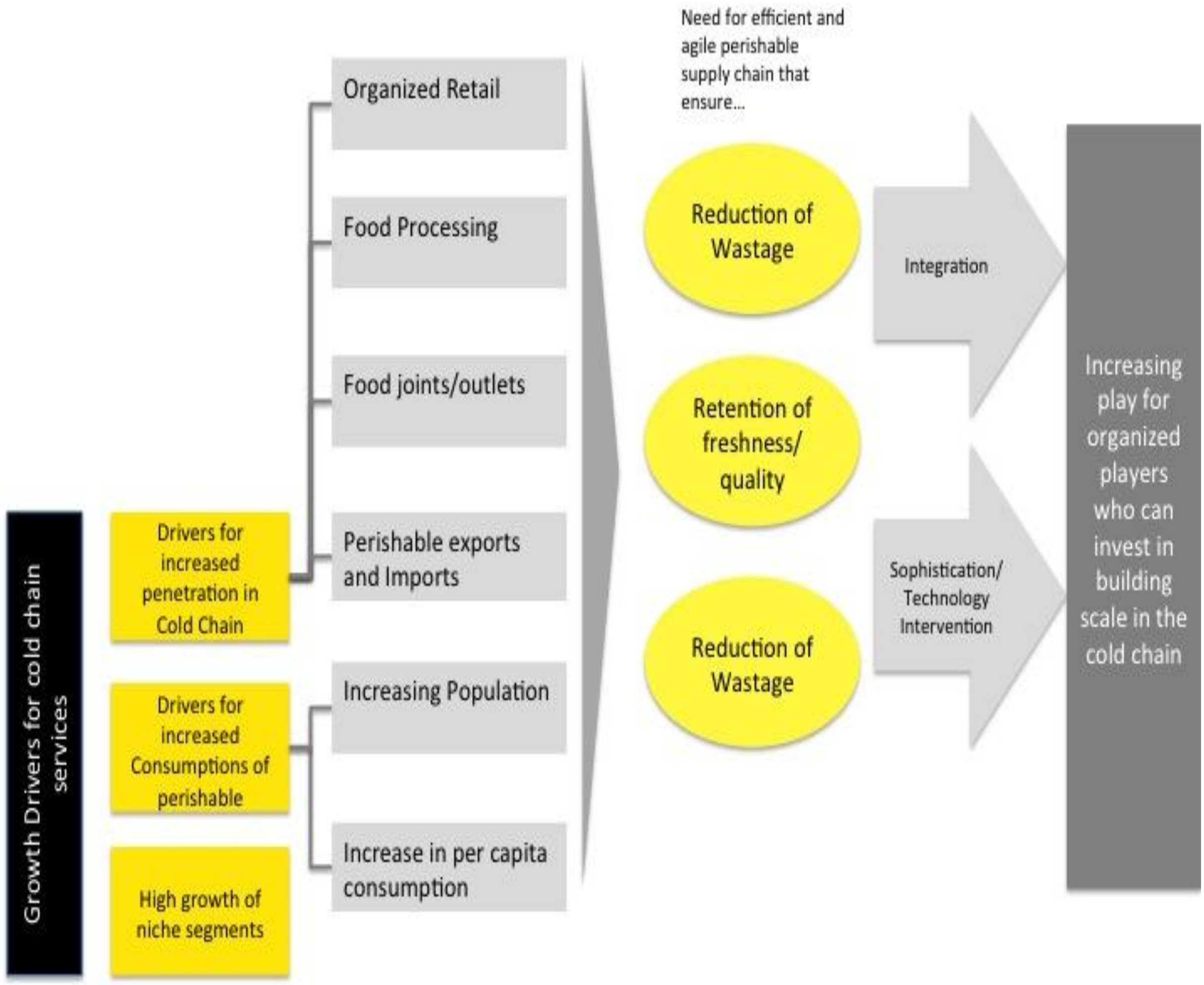
It is generally estimated that the current share of organized players is only around 6-7% in the temperature controlled warehousing segment and 15-20% in the temperature controlled transportation; consequently, the potential for growth in organized services is immense. As against an overall market growth of around 10%, organized outsourced temperature controlled services are expected to grow at around 20% p.a.

In terms of volume, the existing capacity is estimated to be around 30mn MT of temperature controlled warehousing and around 7,000-8,000 Reefer Vehicles.

Of the existing cold warehousing capacity, 75% is dedicated to potatoes while 23% is classified as '*Multipurpose*' i.e. catering to multiple commodities across dairy products, frozen foods, fruits and vegetables and the balance 2% is used across meat and seafood.

The following graph represents the potential growth for the organised and unorganised market:



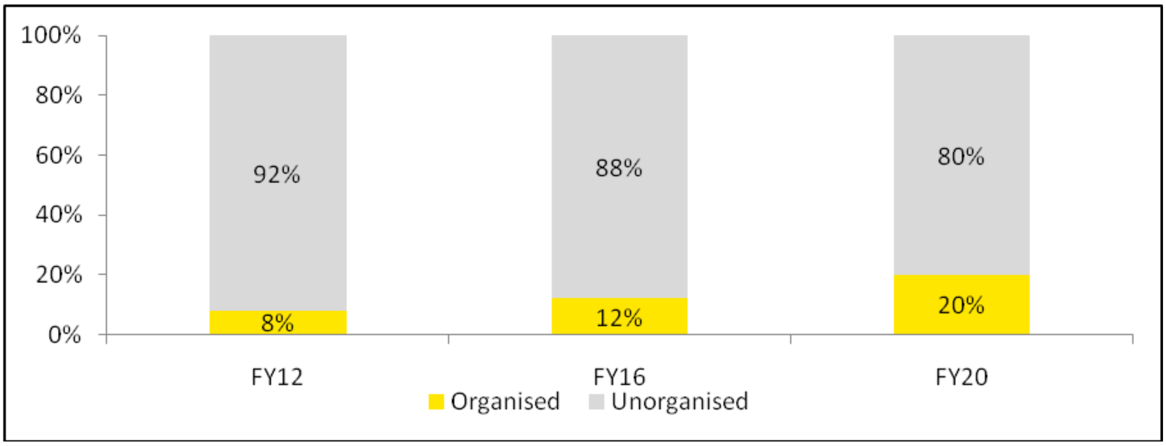


1) Greater penetration of organized retail

The Indian retail industry, estimated at USD 520 billion, has grown at 10.6% between 2010 and 2012 and is expected to increase to USD 750-850 billion by 2015. 'Food and Grocery' is the largest category within the retail sector constituting approximately 60% of the retail industry.

Of the total Indian retail market, organised retail constituting 8% is expected to grow at 30%, as against the overall market growth, which is forecasted at 16-18%. Further, the penetration of the organised retail segment in India is low as compared to other emerging economies such as China, which has penetration of over 20%.

The following graph represents the organised and unorganised retail share for the periods indicated therein (FY16 and FY20 (E)):



Source: India Retail Report 2013, Images Group

Within organized retail, the food segment is expected to grow at a rate of 14-15% which, consequently, is expected to fuel the demand for TCL services.

2) Shift in consumer preference for processed foods

While India is second largest producer of food, food processing is still at a very nascent stage with less than 10% of the total quantity being processed.

The food processing industry is one of the largest industries in India, ranking fifth in terms of production, growth, consumption, and export. According to the Indian Council of Agricultural Research, the total value of the Indian food processing industry is expected to grow to USD 194 billion by 2015 from USD 121 billion in 2012.

Further, the food processing industries in India attracted FDI worth USD 1.81 billion from April 2000 to March 2013.

Food processing ranges between 7% to 18% across the perishable commodities with meat and poultry having the highest share.

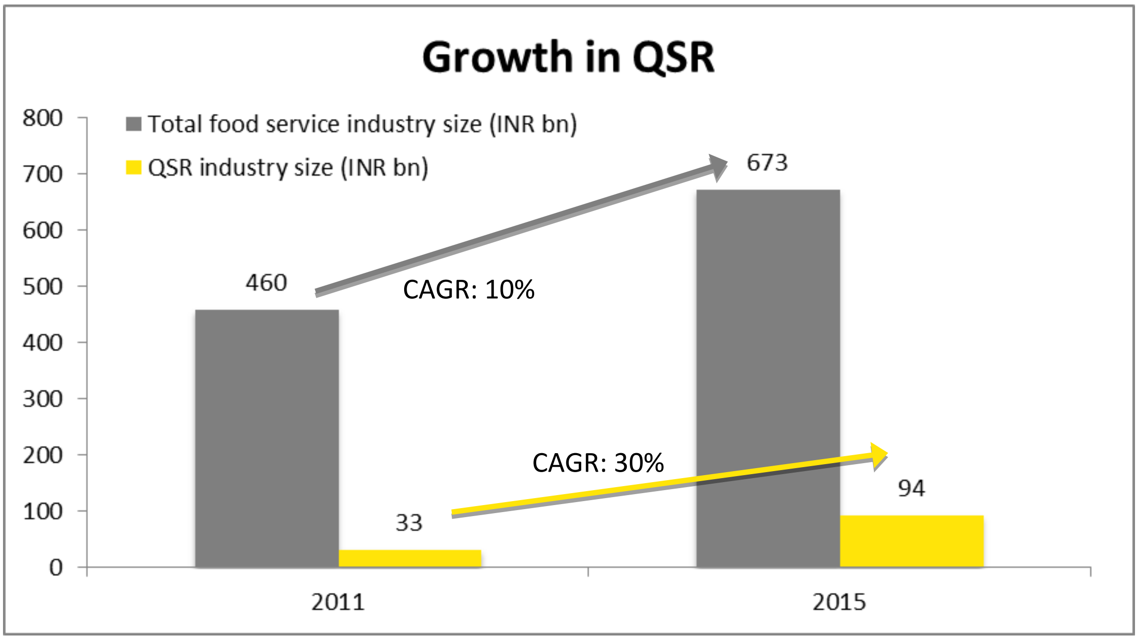
Segment	**Size**	**Key products**	**Projected growth**	**% processed**
Dairy products	121 MT	Value added milk, butter, ghee and cheese	8%	70% (Overall) 20% (organized)
Fruits and vegetables	233 MMT	Raw F&V, Fruit pulps, canned fruits and pickles	7%	2-4%
Meat & poultry	Approximately 11 MT	Cattle, Buffalo & Poultry	18%	32%

Seafood	8.4 MT	Seafood, frozen products & minced seafood products	7%	16%
Packaged products	₹80,000 million	RTE and RTC	8%	100%

With changes in lifestyles and the emergence of nuclear families, India is witnessing a shift towards consumption of processed tertiary foods. These include yogurts, ready to cook and ready to eat items, processed meat, seafood and poultry and confectionaries, all of which require cold chain.

3) Growth in food services / Quick Service Restaurants (QSRs):

As food consumption habits in India are changing, QSRs and restaurants are expected to witness double-digit growth in the medium to long term. A younger population, higher rate of urbanization, rising disposable incomes, increased participation of women in the workforce and exposure to western lifestyles are leading to the experimentation with, and adoption of, new dietary habits. Indian food service sector is estimated to be INR 460 billion (USD 8.6 billion) in 2011 and is expected to grow at a compound annual growth rate of 10 percent until 2015. While the Indian food service sector is expected to grow at a CAGR of 10% till 2015 while the QSR segment is expected to grow at a CAGR of 30% during the same period as indicate below:



According to the National Restaurant Association of India, 50% of consumers eat out at least once every three months, and this shift is epitomized by the growing presence of QSR concepts and restaurants. It is estimated that in India, the expenditure on eating-out has more than doubled in the past decade, to about USD 5 billion a year and is expected to double again in about half that time.

A pre-requisite for providing standard product quality across stores is an efficient supply chain, but the fragmented supply chain, limited modern warehousing and transportation infrastructure is a significant hurdle, which is more pronounced in the case of perishable products.

Further, most fast food chains and QSRs operate with a central kitchen which prepares and semi cooks the dishes, which are then frozen and transported to smaller retail outlets where they are served to customers. This is expected to result in increased demand for cold chain operators particularly in Tier 2 and Tier 3 cities. The rapid expansion of food chains would lead to increasing demand for quality agri produce thereby necessitating cold chain infrastructure.

4) Emergence of high growth niche segments that require the cold chain

Other commodities that require the cold chain for preservation and transport including pharmaceuticals, reagents, aviation spare parts, certain chemicals and industrial products and luxury goods while flowers and spices are also demonstrating very healthy growth.

Increased standard of living and a focus on health has led to the emergence of the pharmaceutical industry as a leading niche segment for the cold chain. The pharmaceutical industry is growing at 23% (year on year) with vaccines being a key segment requiring TCL.

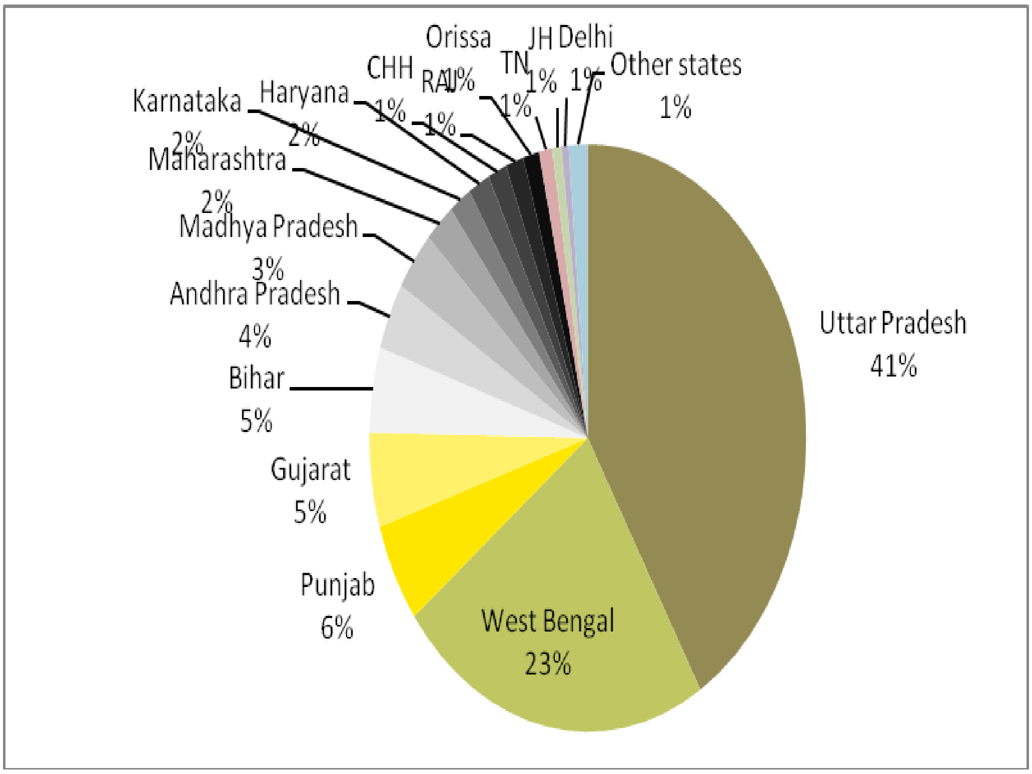
In pharmaceuticals, a large part of the biopharma segment (particularly vaccines) need to be maintained at lower temperatures, thus making the cold chains indispensable. In addition, greater regulatory focus is expected to result in a rise in demand for temperature controlled warehousing and transportation of high value formulations as well.

5) Uneven distribution of capacity

In India, over 64% of the cold storages are currently located in two states of UP and West Bengal followed by Punjab, Gujarat and Bihar.

This highly skewed distribution of capacity provides significant opportunity for establishing operations in diverse parts of the country which have seen less investment in cold chain infrastructure. In addition, around 50% of the cold storages are located in the northern part of India and a large majority of the capacity is utilised towards storing potatoes. Consequently, the existing capacity is not utilised optimally for other products.

The schematic representation below sets out the skewed nature of capacity distribution in India.



Prominent characteristics of the TCL industry

High capital and operating expenditure: Maintaining the required controlled conditions in terms of temperature, humidity, air flow etc. necessitates investment in appropriate refrigeration and insulation equipment which makes the cold chain business capital intensive. Continuous operation of the cold store / refrigeration unit to avoid thermal shock also leads to high power consumption making profitability sensitive to power costs.

Demand seasonality: especially in the case of fruit and vegetables makes the cold chain business susceptible to seasonal variations. However, catering to commodities with complementary seasonality helps avoid fluctuation in utilizations.

Technical nature: Provision of quality and reliable cold chain services necessarily requires an understanding of the specific requirements of perishables; for instance, besides the temperature and humidity requirements of specific fruits, one needs to be aware of the 'breathing' (Air flow) requirement, moisture retention etc. Lack of this knowledge can lead to multiple issues that reduce or eliminate the value of a product.

Some of the key trends shaping the industry include:

- Deeper penetration of high technology controlled atmosphere warehousing that enables significant increase in extendibility of the life of fruits;
- Increasing involvement of cold chain service providers in trading of fruits and vegetables to tie-up capacity utilization; and
- The industry enjoys increasing support from the government in the form of multiple policies and incentives to ensure development of the requisite infrastructure to avoid waste and inefficiencies on account of lack of the cold chain.

Key challenges

The industry faces certain constrains which not only limits its growth but also increases the wastages and harms the industries which are dependent on cold chain.

a) *Lack of quality cold warehousing infrastructure:* 75% of the cold storage capacity in India is dedicated to potatoes and only 25% is available for fruits and vegetables, processed foods, pharmaceutical products and other products.

a) *Lack of standards and protocols construction and operation of warehousing and transportation facilities:* Technical standards and specifications followed in India are often unsuitable for Indian conditions, which results in the low performance of standard refrigerated systems. For example, standardization of reefer containers is limited which results in sub-optimal utilisation of available space leading to higher costs.

b) *Low awareness:* At present, in India, the supply chain of most products is long and fragmented. A product changes many hands, between source and the delivery point, most of whom are unskilled at handling temperature sensitive products. Hence, the quality of the products deteriorates significantly before it reaches the end consumer.

c) *High fuel costs and power outages:* Operating costs for cold storages in India are double that of costs in the developed countries. Fuel expenses constitute around 30% of the operating expenses for the cold storage in India, compared to 10% in the west. Further, while cold storages are heavily dependent on a steady power supply to maintain the temperature, large parts of India face regular power cuts. This coupled with increasing diesel prices leads to high costs. Investment in backup systems, on the other hand increases capital investment costs, making it even more unviable for smaller players.

d) *Lack of skilled personnel:* The industry lacks quality manpower across levels from drivers, warehouse supervisors / managers to middle and senior management personnel. Consequently, the customers' supply chain is generally not understood and, therefore, innovative and transformational solutions are generally absent. The lack of skilled personnel is accentuated by dearth in vocational or other training institutes focused on cold chain logistics.

e) *Hidden Costs:* The average toll payable per kilometre travelled is very high in India and vehicles specifically containing reefer loads are often subject to various checks by local authorities. This hampers the time delivery of temperature sensitive cargo and impacts the operating margins of logistics service providers.

OUR BUSINESS

Overview

We commenced our business as a trader of frozen marine products and in Fiscal 1998, we commenced cold storage operations at 4 (four) locations. We have, since then, expanded our operations to become an integrated temperature controlled logistics service provider with an ability to service customers on a pan-India basis.

Our operations can be classified into the following business segments:

1. Temperature controlled services; and
2. Ambient distribution.

While in previous financial years we only operated in the temperature controlled services and ambient distribution business segments, we have, in Fiscal 2014, commenced ambient warehousing as well.

Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen (i.e. +25ºC to -20ºC). We offer blast freezing facilities at our temperature controlled warehouses in Bengaluru, Mevalurkuppam, (near Chennai), Visakhapatnam, Serampore (near Kolkata), Taloja (near Mumbai), Ahmedabad, Palwal (near Delhi), and Mubarakpur (near Chandigarh). Our integrated 'Source to Stores' operations comprise warehousing, primary distribution and secondary distribution and value-added services including kitting, labelling, sorting and bulk breaking.

As of March 31, 2013, our operations comprised 19 temperature controlled warehouses across 13 locations in India including Serampore (near Kolkata), Taloja (near Mumbai), Palwal (near Delhi), Mevalurkuppam, (near Chennai) and Bengaluru capable of warehousing 36,071 pallets. As of July 31, 2013, our operations have increased to 21 temperature controlled warehouses across 13 locations with a storage capacity to warehouse 46,751 pallets and 3,000 ambient pallets. Further, as of Fiscal 2013, we operated 167 Reefer Vehicles. As of July 31, 2013, we operated 238 Reefer vehicles consisting of 175 leased and 63 owned vehicles. As of July 31, 2013, we engaged a total workforce of 1,191 including 351 permanent employees and 840 on a contract labour basis.

A majority of our temperature controlled warehouses are ISO 14001 (TUV-SUD), ISO 22000 (TUV-SUD) and FSSA certified. In addition, 4 (four) of our temperature controlled warehouses are EIA and MPEDA (Marine Products Export Development Authority) certified and 3 (three) temperature controlled warehouses are certified under the Drugs and Cosmetics Act, 1940.

Our distribution services comprise primary and secondary transportation. The primary transportation (long haul) generally facilitates inter-city transport of products. The primary transport service includes door to door service, customized Milk Runs and Part Cargo Consolidation. We also provide secondary transportation i.e. last mile distribution, supplying, amongst others, QSRs, retail outlets, restaurants and the hotels.

The product segments we cater to include:

- Dairy products including butter and cheese;
- Ice-cream;
- Poultry and meat;
- Sea food;
- Ready-to-eat / ready-to-cook food products;
- Confectioneries including chocolate and baked products;
- Fruits and vegetables;
- Healthcare and pharmaceutical products; and
- Industrial products such as x-ray, and photo-imaging, films.

GDL is our Promoter and our largest shareholder. Our other shareholders include Mitsubishi Corporation, Mitsubishi Logistics Corporation, Nichirei Logistics Group Inc., International Finance Corporation and Norwest Venture Partners VII–A Mauritius.

Our total revenue increased from ₹641.98 million in Fiscal 2012 to ₹1,141.03 million in Fiscal 2013. Our net profit as restated also increased from ₹ 50.89 million in Fiscal 2012 to ₹ 204.59 million in Fiscal 2013. Our total revenue in Fiscal 2013 comprised ₹ 926.75 million and ₹ 201.43 million, constituting 81.22% and 17.65%, respectively, from each of temperature controlled services and ambient distribution business.

Competitive Strengths

We believe that the following are our core competitive strengths:

Pan-India integrated temperature controlled logistics services

We believe we are one of the largest integrated temperature controlled logistics service providers operating 21 temperature controlled warehouses spread across 13 locations with an ability to service customers on a pan-India basis. We have set-up our temperature controlled warehouses adjacent to cities with a large potential for sourcing and/or consumption of temperature sensitive products including the larger cities such as Mumbai, Chennai, Bengaluru and Kolkata. Our distribution network comprises primary and secondary transportation. As of July 31, 2013, we operated 116 primary transportation vehicles with an ability to cover over 239 cities and towns and 122 secondary transportation vehicles supplying, amongst others, to QSRs, retail outlets, restaurants and hotels within a city. Our integrated operations enable us to maintain the temperature integrity of the customers' products from the point of origin to the consumption point, which is critical for product quality.

Domain Knowledge and technological advantage

We believe that our experience in setting-up and operating temperature controlled warehouses across different geographic locations in India enables us to better conceptualise and execute the construction of such warehouses.

In addition, we believe that the technology used in our operations is state-of-the-art and we have customised it to suit our operational requirements based on our experience and understanding of our customers' requirements. Our warehousing infrastructure comprises advanced equipment handling and racking system. Further, we use software systems such as warehouse management systems and enterprise resource planning (**ERP**). We employ a real time data logging system that enables us to monitor temperature variations in products both in our temperature controlled warehouses and in a majority of our Reefer Vehicles. In addition, a majority of our Reefer Vehicles are equipped with GPS and GPRS technologies including a few vehicles that are equipped with advanced geo-fencing (i.e., a virtual perimeter for a real-world geographic area) capabilities. These technologies enable us to monitor the progress of our Reefer Vehicles. Further, measures such as palletisation of our storage capacity have enhanced our ability to maintain the quality of the products by stacking products in a manner which enables us to employ more efficient inventory management systems such as first-expiry-first-out (**FEFO**) and first-in-first-out (**FIFO**). We are also members of global industry associations such as Global Cold Chain Alliance (**GCCA**), International Association of Refrigerated Warehouses (**IARW**) and World Food Logistics Organisation (**WFLO**), which enable us to keep abreast with the global developments in the temperature controlled logistics industry in addition to providing us with networking opportunities.

Ability to attract competing brands

We believe that one of the key factors of success in the temperature controlled logistics business in India is brand neutrality i.e. catering to customers who compete with each other in their respective business segments. We have, over the years, warehoused and distributed various products belonging to entities that are business competitors. Illustratively, we warehouse and distribute products for 4 (four) companies engaged in the business of ice-cream. In India's extremely competitive FMCG segment, the ability to rely on the service provider is critical. The inventory and the specific products managed by us are proprietary to each customer and disclosure of these details could have a significant impact on the performance of the product.

We believe that our continuing ability to service customers who compete with each other in business segments is a testament to our brand neutrality and the confidence reposed in us.

Management expertise

We believe that we have a strong management team led by persons with significant experience in the logistics industry. Our Board comprises Directors who have extensive experience in the setting up and managing companies in the logistics sector. In addition, we also have a management team of qualified professionals, who have expertise and experience in the temperature controlled logistics sector. Our management team comprises skilled and capable professionals who assist the Board in identifying new opportunities and in implementing our business strategies. For further details please see the chapter entitled '*Our Management*' on page 130 of this Draft Red Herring Prospectus.

Focus on quality

Of our 21 temperature controlled warehouses 18 are ISO 22000 certified temperature controlled warehouses, 18 are ISO 14001 certified temperature controlled warehouses and 21 are FSSA certified temperature controlled warehouses. We adhere to strict guidelines while managing our inventory. We employ a matrix which enables us to identify products that are incompatible to be stored together. Illustratively, we do not store vegetarian products with products containing meat ingredients. Further, our modern warehousing infrastructure comprises equipment handling and racking system as well as warehouse management systems and enterprise resource planning (**ERP**). We employ a real time data logging system that enables us to monitor temperature variations in products constantly irrespective of whether the product is in our temperature controlled warehouse or in our Reefer Vehicles. This ensures that we can address any concerns immediately thereby ensuring that the quality of the product is not compromised.

Established Client Base

We cater to large corporates across various industry sectors such as dairy, ice-creams, chocolates, and poultry and meat, which avail of temperature controlled logistic services. Some of our more prominent customers are Hindustan Unilever Limited, Graviss Foods Private Limited, Novozymes South Asia Private Limited, McCain Foods India Private Limited, West Coast Fine Foods India Private Limited, Amrit Hatcheries Private Limited, Tamil Nadu Co-operative Milk Producers Federation, Shriram Distribution Services Private Limited, Kris Flexipacks Private Limited, Al-Karim Exports Private Limited, Indian Immunologicals Limited, Suguna Food Limited, Karnataka Co–operative Milk Producers' Federation Limited and Ferrero India Private Limited.

Most of our large customers (in terms of revenue and volumes) have remained largely unchanged over the last three years. During Fiscal 2011, Fiscal 2012 and Fiscal 2013, our top twenty customers constituting approximately 3.11%, 2.95%, and 1.45% of our total customer base, contributed approximately ₹256.33 million, ₹306.49 million and ₹443.66 million of our total revenues, respectively. We believe that this is recognition of our capabilities and our ability to retain customers.

Strong promoter and investor base

We were incorporated with the objective of providing captive services to our then promoter which was engaged in trading of frozen marine products. Subsequently, with the infusion of capital from Brooke Bond India Limited (as it then was) we expanded the scope of our operations to include other frozen food products. Since establishing integrated operations we were able to garner domestic and foreign investment from established companies such as GDL, our Promoter, and international operators such as Mitsubishi Corporation and Mitsubishi Logistics Corporation.

GDL, our Promoter, one of the largest Indian logistics service providers, operates, directly and through its subsidiaries, container freight stations located at major Indian ports and an inland container terminal. We believe that GDL's experience in the logistics sector, business relationships and financial stability instils confidence in our customers who prefer dependable and established service providers. Further, we leverage the corporate, institutional and banking relationships of GDL for our businesses operations. In addition, we believe that our association with GDL has also enabled us to attract strong financial investors such as IFC and NVP. We believe that we can leverage our association with GDL in augmenting our business.

We believe our strong investor base has, amongst others, been an important factor in establishing our reputation as an integrated solutions provider in an industry surfeit with regional and / or unorganised operators.

Business Strategy

Maintaining our position in the temperature controlled logistics service industry

The size of the Indian temperature controlled logistics industry estimated to be around ₹120,000 – ₹150,000 million, at present, is expected to grow at 15%-20% per annum over the next 5 years with the organised market growing at the higher end of the range. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We believe that as one of the leading temperature controlled logistics service providers, we are strategically placed to benefit from the expected growth in the industry.

Further, the Indian retail industry is expected to increase from an estimated USD 520 billion in 2012 to USD 750-850 billion by 2015. The food and grocery industry constituting 60% is the largest component of the retail industry. The organised retail segment, though, constitutes only 8% of the total Indian retail market. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We are proposing to increase our warehousing capacity and distribution network to enable us to meet the growing demands of the market. Further, given that a vast majority of our customers are the producers / importers of temperature sensitive products, lack of well-equipped storage facilities and transportation facilities limits their ability to stock such products which, consequently, acts as a deterrent against increasing production / import. Enhancing our storage facilities and scaling up our distribution model, we believe, will facilitate an increase in manufacturing / produce / import of temperature sensitive products. In addition to broadening our customer base, we expect to leverage our existing relationships with established customers to garner additional business.

In addition to enhancing our storage capacity, we are also evaluating setting up temperature controlled warehouses in food parks for processing fruits and vegetable. The Ministry of Food Processing Industries, Government of India, has launched the Mega Food Parks Scheme (MFPS), which aims to accelerate the growth of food processing industry in India by facilitating the establishment of a strong food processing infrastructure backed by an efficient supply chain. As of Fiscal 2012, the Government had approved 13 such projects were approved and 15 have been accorded in-principle approval. We believe that we have the capability to set up temperature controlled warehouses in food parks which we believe will enable us to augment our growth.

Augmenting our market share by penetrating markets catered to by regional and / or unorganised operators and in Tier II and Tier III cities

A vast majority of the temperature controlled logistics service providers are regional and / or unorganised operators. At present, it is estimated that over 90% of the temperature controlled logistics warehousing and around 80% of temperature controlled distribution are catered to by regional and / or unorganised operators who have neither the requisite facilities nor the technical skills to be able to offer complete logistics solutions. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* With increasing consumer awareness, higher standards of living and heightened concerns regarding hygiene, we expect the demand for quality food products to increase. Further, we believe that increasingly strict food safety norms coupled with increasing consumer awareness will prompt entities in the consumer foods business to move towards established temperature controlled service providers. We believe that our ability to handle temperature sensitive products, technical skills and adherence to food safety standards will enable us to penetrate markets catered to by regional and unorganised operators.

At present, we have the ability to service customers on a pan-India basis with temperature controlled warehousing operations near a few prominent cities such as Mumbai, Chennai, Bengaluru and Kolkata. However, over the last decade the demand for quality food products has increased and consumer spending in Tier II and Tier III cities has been steadily on the rise, and this trend is expected to continue. For instance, it is expected that growth in the QSR segment (expected to grow at a rate of 30% per annum) will be particularly prominent in Tier II and Tier III cities. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* We believe that Tier II and Tier III cities present significant growth opportunities to our customers and, consequently, us. Expanding our operations into cities such as Baramati, Surat and Bhubaneswar will widen our reach and attract potential customers who are either operating or proposing to venture into nascent markets. We believe that our expanded warehousing operations coupled with the standard and quality of service we offer will augment our growth.

Increasing our revenue share from value added services

We believe that, apart from expanding our reach to new customers, one of the critical means of increasing our margins is to enhance the range of services that we offer to our existing customers. We propose to increase our revenues from our existing value added services (**VAS**) such as kitting, labelling and sorting. Further, we attempt to evaluate our customers' needs on a regular basis which enables us to customise our service offerings.

In Fiscal 2013, VAS contributed 0.68% and 1.40% to our revenue and profits respectively. Consequently the revenue earned from these services increased by 40.10% for the same period. While the revenue generated from VAS is not significant, it is an important component of our business operations since the cost involved in providing VAS is negligible.

The key criterion in providing value added services is the availability of floor space. One of the main objects of this Issue is to set-up new temperature controlled warehouses which, when complete, will increase the available floor space significantly. We believe the additional floor space we will gain from expansion will boost our ability to provide value added services to our customers.

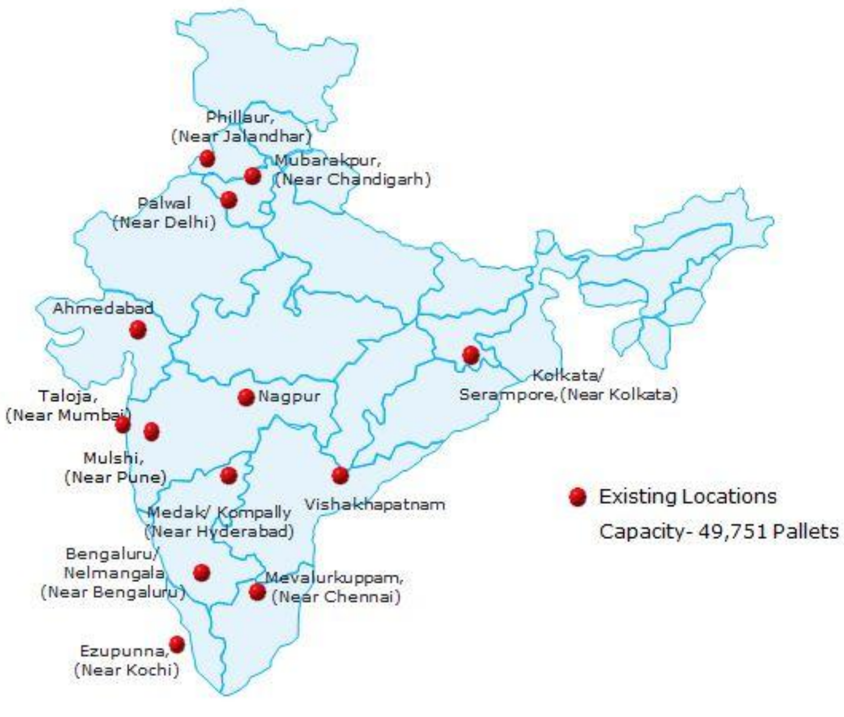
Further, we propose to provide additional VAS in the fruit and vegetable segment. We are proposing to offer certain other value added services such as pre-cooling, ripening and processing of fruits and vegetables in addition to our already existing services such as cleaning, grading, sorting, cutting and packing of fruits and vegetables. We believe we have the required infrastructure, expertise and available labour force to add these to our service offerings.

Increasing our client engagement through vendor consolidation

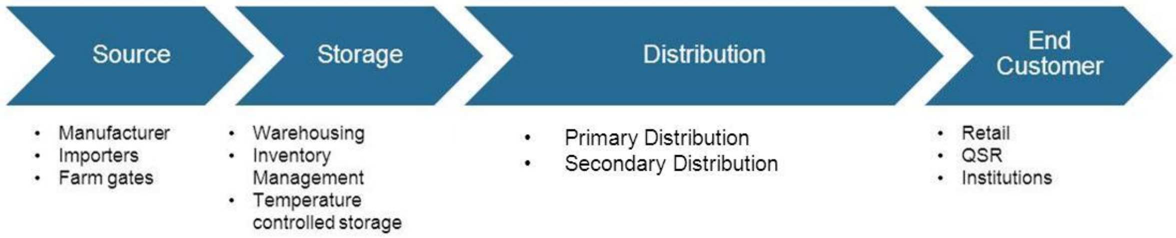
Of the total Indian retail market, organized retail constituting 8% is expected to grow at 30%, as against the overall market growth, which is forecasted at 16-18% in the same period. Within the organized retail the food segment is expected to grow at a fast pace of 14-15% on the back of which demand for temperature controlled logistics is expected to increase. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP*]. With several MNC's proposing to enter the Indian markets in the organized retail segment, we believe that this business proposition will provide us a comprehensive understanding of purchase planning, consumer preferences, demand and supply, store management and vendor management in the QSR or hospitality segment. This, we believe, would augment our ability to cater to entry level MNC QSRs. We are in negotiations for managing the entire temperature controlled supply chain of certain prominent QSRs. We intend to engage the services of a supply chain management facilitator to provide us critical support.

Our Business Operations

We offer integrated temperature controlled logistics (**TCL**) services including warehousing and distribution of frozen and chilled products**.** As at July 31, 2013, our 'source to stores' warehousing and distribution network with the ability to service customers on a pan-India basis is depicted below.



Process flow chart



We store products primarily from manufacturers and importers, such as HUL, Godrej Tyson Foods Limited, Kraft Foods, West Coast Fine Foods India Private Limited and McCain Foods India Private Limited.

Temperature Controlled Warehousing

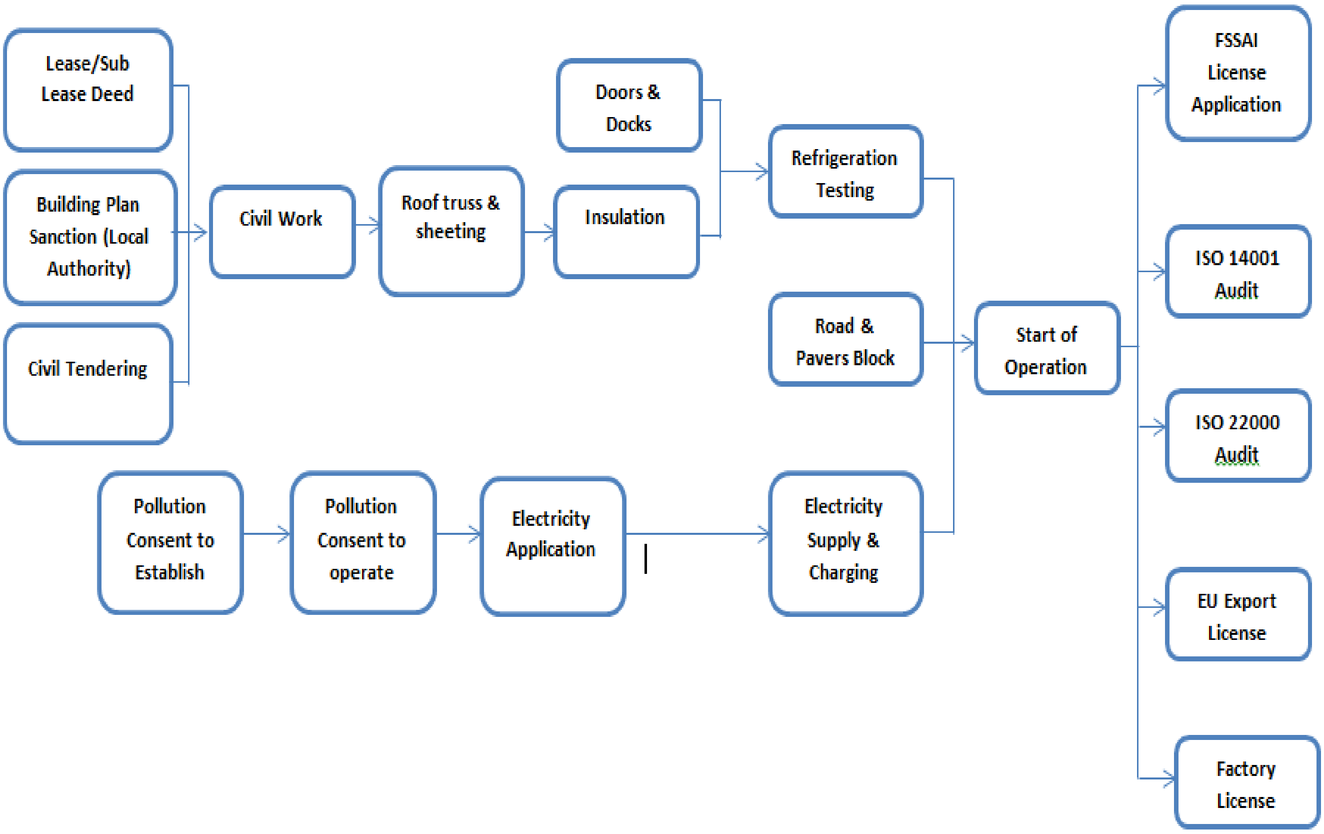
Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen. In addition, we are one of the few service providers with blast freezing capabilities. Blast freezing enables us to reduce the temperature of certain products such as poultry and meat, received in our temperature controlled warehouse quickly, by subjecting it to -40ºC. Our temperature controlled warehouses, built with state-of-the-art technology, are equipped to manage temperatures from -25 ºC to +20 ºC.). We offer blast freezing facilities at our temperature controlled warehouses in Bengaluru, Mevalurkuppam, (near Chennai), Visakhapatnam, Serampore (near Kolkata), Taloja (near Mumbai), Ahmedabad, Palwal (near Delhi), and Mubarakpur (near Chandigarh).

All our temperature controlled warehouses adhere to strict standards on food safety and hygiene. Our temperature controlled warehouses are operated under process control systems which help maintain a pre-determined temperature for different products and provide for ERP based inventory management system.

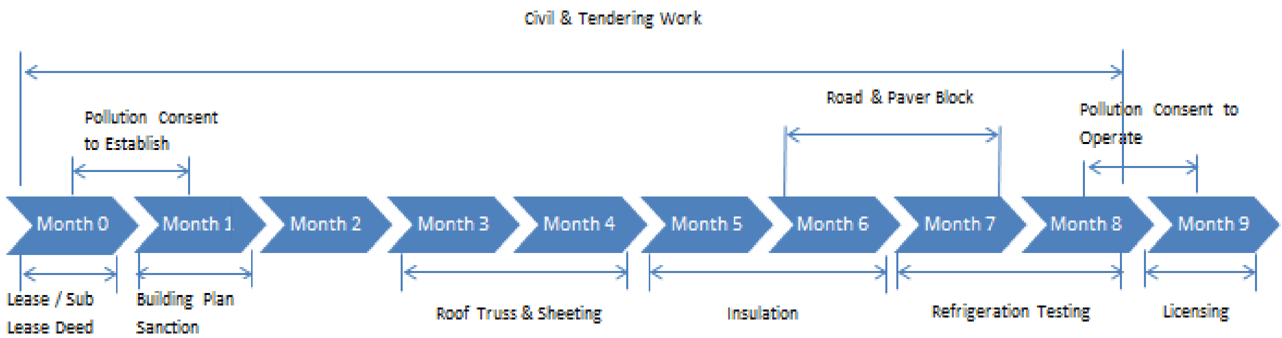
Setting-up a temperature controlled warehouse

Set out below is a pictorial representation of the process of setting up temperature controlled warehouse.

Indicative Process of Setting up of Temperature Controlled Warehouses



Indicative Timelines for the Above Process



Our temperature controlled warehouses are equipped with:

- Refrigeration systems;
- Reach truck to handle operations in palletized conditions;
- G+4 heavy-duty racking system;
- Air-curtain equipped poly-urethane insulated doors;
- Generators;
- Leaf styled dock door opening; and

- Computerized FEFO programme which ensures intelligent inventory rotation on a real time basis.

Our temperature controlled warehouses comprise insulated sandwiched panels made of polyurethane lined with metal skins on both sides of specified density. The panels are made from chlorofluorocarbon (**CFC**) free polyurethane materials. Polyurethane is resistant to harsh environmental factors such as abrasion, heat and solvents as compared to steel and plastic. Further, Polyurethane is a unique material that offers the elasticity of rubber combined with the toughness and durability of metal. In addition, polyurethane has high thermal insulation properties which make it more suitable than brick-and-mortar walls. The structure is properly covered with steel sheeting to protect from rain and wind. The salient features of our temperature controlled warehouses include:

- Multi-facility environment friendly refrigerant - Freon 404(a);
- Multi-chamber, multi temperature warehouse to accommodate various products such as dairy products including cheese and butter, confectionaries including chocolates and other food items including meat and sea food;
- Rooms designed to accommodate products in temperature range of -25 to +20 ºC;
- Adequately illuminated warehouses with special subzero light fittings;
- Complete power backup with multiple generators;
- Many of our temperature controlled warehouses are configured to enable the reefer units to operate within our warehousing facilities through a plug-in power source; and
- Our temperature controlled warehouses are ISO 14001, ISO 22000 and FSSA (Food Safety and Standards Act, 2006) certified. In addition, our temperature controlled warehouses located in Visakhapatnam, Hyderabad, Kochi and Kolkata are EU (European Union), MPEDA (Marine Products Exports Development Authority) certified.

Additionally, some of our temperature controlled warehouses are equipped with blast freezers. We offer blast freezing facilities at our temperature controlled warehouses in Bengaluru, Mevalurkuppam, (near Chennai), Visakhapatnam, Serampore (near Kolkata), Taloja (near Mumbai), Ahmedabad, Palwal (near Delhi), and Mubarakpur (near Chandigarh).

We store our products in pallets that are capable of enduring weights of up to 1 tonne (i.e. 1,000 kg). The G+4 (i.e. ground + 4 levels) racking and pallet system employed by us increases our storage capacity and enables stacking of products to up to a height of 22 feet. The storing and unloading is done by using state-of-the-art forklifts.

Set out below are details of our temperature controlled warehouses as on July 31, 2013.

Temperature Controlled Warehouse	Exact Location	Pallet Storage Capacity
Kolkata	Serampore (near Kolkata)	1,152
Visakhapatnam	Autonagar, Visakhapatnam	2,641
Hyderabad – I	Medak, (near Hyderabad)	578
Mumbai-M55	Taloja (near Mumbai)	1,152
Ahmedabad	Changodar, Ahmedabad	1,296
Pune	Mulshi (near Pune)	2,636
Nagpur	MIDC Hingna, Nagpur	200
Delhi	Palwal (near Delhi)	4,032
Phillaur	Phillaur (near Jalandhar)	576
Nelamangala	Nelamangala, (near Bengaluru)	576
Bengaluru – Virgonagar I	Virgonagar, Bengaluru	2,520
Chennai-I	Mevalurkuppam, (near Chennai)	3,928
Cochin	Ezhupunna (near Cochin)	816

Temperature Controlled Warehouse	Exact Location	Pallet Storage Capacity
Mumbai-M8 CS-I	Taloja (near Mumbai)	2,940
Mumbai-M8 CS-II	Taloja (near Mumbai)	3,960
Mumbai-M8 CS-III	Taloja (near Mumbai)	3,520
Bengaluru- Virgonagar II	Virgonagar, Bengaluru	2,400
Chennai-II	Mevalurkuppam (near Chennai)	1,148
Kolkata-II	Howrah, Kolkata	4,320
Hyderabad- II	Kompally (near Hyderabad)	3,000
Chandigarh	Mubarakpur (near Chandigarh)	3,360
Total Temperature Controlled Warehousing Capacity		**46,751**
Hyderabad – Ambient	Kompally (near Hyderabad)	1,000
Chandigarh - Ambient	Mubarakpur (near Chandigarh)	2,000
Total warehousing capacity		**49,751**

Transportation

While a majority of our customers arrange for the transportation of products to our temperature controlled warehouses, some of our customers rely on us to transport their products from the factories / point of import to our temperature controlled warehouses. We arrange for the transportation of the customers' products from point of sourcing to our temperature controlled warehouse through Reefer Vehicles or ambient distribution vehicles operated by us.

Utilities

Our power requirements are met through state electricity boards and back-up diesel generator sets. Given that electricity is critical for maintaining the integrity and quality of the products warehoused with us, our back-up diesel generators are crucial to our operations. In the past, we have been able to ensure uninterrupted warehousing operations even during crises. For instance, in July 2012 there was complete break-down of the northern, eastern and north-eastern electricity grids (which impacted electricity supply to almost 22 states in India) resulting in severe disruption in electricity supply for about 2 days. Our operations, however, were uninterrupted since we operated our back-up generator sets continuously including by procuring the vast quantities of diesel required from one of the government controlled oil suppliers.

Further, water while not critical to our operations is generally sourced from state water boards and / or bore-wells.

Distribution Reach

Our distribution reach has two divisions:

Primary Distribution: The primary transportation (long haul) generally facilitates inter-city transport of products. The primary transport service includes door to door service, customized Milk Runs and Part Cargo Consolidation.

Secondary Distribution: The secondary transportation handles distribution of products within a city i.e. last mile distribution, supplying, amongst others, QSRs, retail outlets, restaurants and the hotels.

Temperature Controlled Distribution

As of March 31, 2013, our operations comprised 19 temperature controlled warehouses across 13 locations across India including Serampore (near Kolkata), Taloja (near Mumbai), Palwal (near Delhi), Mevalurkuppam, (near Chennai) and Bengaluru capable of warehousing 36,071 pallets. As of July 31, 2013, our operations have increased to 21 temperature controlled warehouses across 13 locations with a capacity to warehouse 46,751 pallets. Further, as of March 31, 2013, we operated 167 Reefer Vehicles. As of July 31, 2013, we operated 238 Reefer Vehicles consisting of 175 leased and 63 owned vehicles. As of July 31, 2013, we also operated 2 (two) ambient warehouses with a capacity of 3,000 pallets.

We operate vehicles with a capacity of ferrying loads ranging from 2.5 tonnes to 20 tonnes. Each Reefer Vehicle is equipped with a data logger to ensure continuous monitoring of temperature and are global positioning system (**GPS**) enabled for real time tracking. The data logger and the GPS enable us to provide our customers with real-time information about the cargo even when in transit. Further, the data logger enables us to ensure that the prescribed temperature is maintained to ensure that the quality of the temperature sensitive products is not compromised.

Ambient Distribution

We commenced the ambient distribution business i.e. non-temperature controlled in March, 2012. Through ambient distribution we offer services in primary and secondary distribution segment and containerized transportation.

Consignment Agency Business

In addition to the refrigerated transport service described above, we also provide retail distribution through a consignment agency model for certain select customers. As of July 31, 2013, we provide this service including to Graviss Foods Private Limited, one of our customers.

Services offered under this model include:

- Indenting, order bookings and category management;
- Invoicing and receivable management;
- Inventory management, supply & tax administration;
- Safe handling of payment collection process from customers through dedicated teams;
- Reverse logistics and safe disposal of expired and excess stocks as per Government Norms; and
- Statutory norms follow up including tax management such as sales tax, octroi and cess.

Value Added Services

In addition to the regular warehousing and distribution services, we provide value added services to enhance our appeal to customers. We provide value added services such as kitting, labelling, sorting, stuffing and de-stuffing of containers, repacking and bulk breaking. Further, we sort, grade, pack and wash select fruits and vegetables. The blast freezer installed at some of our major temperature controlled warehouses enables us to accelerate the reduction in temperature by freezing the products to a temperature of –40 ºC.

Information Technology

We have over the years invested in upgrading our IT hardware and software to ensure that we provide complete logistics solutions to our customers. We believe that our technology is state-of-the-art and is comparable to the technologies used in more developed markets. Further, we believe that our current infrastructure in terms of software as well as hardware is scalable. We have also successfully implemented a customised ERP system.

Our corporate office at Bengaluru and all our temperature controlled warehouses are connected through a separate leased line – a virtual private network provided and maintained by a reputable IT company. The salient features of our IT system are set out below.

- Real – time self service which gives the customer complete access to its inventory towards ensuring timely corrective action;
- Full traceability throughout the supply chain;
- Centralized management of inventory, orders, receipts and shipments;
- Aging, shelf life, on hand inventory, and stock status reports;
- Historical volume and performance metrics are reviewed on a consistent basis and are provided to customers to enable them to optimize their inventory management; and
- E – mail alerts to proactively manage events and make fact based decisions.

Safety

Our Board and top management are aware of the need to instill safety procedures and continuously update our safety preparedness. Some of the steps we have adopted towards ensuring safety within our facilities and on our Reefer Vehicles are:

- Safety calendar for the year – we set aside specific days for workshops and training programmes;
- Fire and first aid workshops;
- Periodical safe product handling seminars which are conducted in conjunction with the manufacturers of the equipment used in our temperature controlled warehouses; and
- Periodic driver training modules both internal as well as by sending our drivers to the Ashok Leyland Training School.

In addition, an OHSAS 18001 certified safety officer supervises our safety requirements.

Further, our MHE operators also undergo training on a regular basis with equipment manufacturers.

Global Associations

We are members of various global industry associations such as GCCA, IARW and WFLO. Membership with these associations enables us to participate in international conferences and seminars on the temperature controlled logistics and generally keep abreast with the global developments in our industry including through industry newsletters and magazines. In addition, membership also provides us with networking opportunities and an ability to reach out to clients spread across geographies. It is also pertinent to note that the GCCA, in particular, provides us access, amongst others, to scientific advisors.

Competition

The Indian temperature controlled logistics business is largely catered to by regional service providers with approximately 6-7% in warehousing and 15-20% in transportation catered to by organised operators. Further there are very few organised operators who have a comprehensive pan-India presence. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* In addition, a number of service providers operate only in one or the other sector i.e. either temperature controlled warehouse business or temperature controlled distribution business. Therefore, we compete against various operators in different business segments in different geographic locations in addition to the regional and / or unorganised service providers.

Customers

We cater to various international and domestic customers across diverse product segments. Some of our customers are Hindustan Unilever Limited, Graviss Foods Private Limited, Novozymes South Asia Private Limited, McCain Foods India Private Limited, West Coast Fine Foods India Private Limited, Amrit Hatcheries Private Limited, Tamil Nadu Co-operative Milk Producers Federation, Shriram Distribution Services Private Limited, Kris Flexipacks Private Limited, Al-Karim Exports Private Limited, Indian Immunologicals Limited, Suguna Food Limited, Karnataka Co–operative Milk Producers' Federation Limited and Ferrero India Private Limited.

Property

We operate our temperature controlled warehouses from a mix of owned and leased properties. Leasing properties for a long duration benefits us by reducing the cost of the project given the price of land and, simultaneously, ensures that we have the property for a sufficiently long duration to make commercial sense. Consequently, we propose to operate a majority of our temperature controlled warehouses on leased properties.

While we are generally free to terminate the lease with notice, the properties at Taloja (near Mumbai), Bengaluru and Mevalurkuppam, (near Chennai) are subject to a lock-in period of between 9 and 10 years.

Sr. No.	Locations	Land Owned / Leased	Building Owned / Leased
1.	Ahmedabad	Leased (30 Yrs)	Lease (30 Yrs)
2.	Palwal (near Delhi)	Owned	Owned
3.	Nelamangala (near Bengaluru)	Owned	Owned
4.	Bengaluru (Virgonagar –I)	Leased (20 Yrs)	Owned
5.	Bengaluru (Virgonagar–II)	Leased (20 Yrs)	Owned
6.	Serampore (near Kolkata)	Own	Owned
7.	Visakhapatnam	Own	Owned
8.	Medak, (near Hyderabad)	Owned	Owned
9.	M-55 Taloja (near Mumbai)	Leased (95 Yrs lease from MIDC)	Owned
10.	M-8 Taloja (near Mumbai)	Leased (20 Yrs)	Owned
11.	Mulshi (near Pune)	Owned	Owned
12.	Nagpur	Leased	Leased
13.	Phillaur (near Jalandhar)	Owned	Owned
14.	Mevalurkuppam, (near Chennai)	Owned	Owned
15.	Mevalurkuppam (near Chennai)New	Leased (20 Yrs)	Owned
16.	Ezhupunna (near Cochin)	Owned	Owned
17.	Kolkata-New	Leased (20 Yrs)	Owned
18.	Kompally (near Hyderabad)-New	Leased (20 Yrs)	Owned
19.	Mubarakpur (near Chandigarh)	Leased (20 Yrs)	Owned
20.	Surat*	Leased (20 Yrs)	Owned
21.	M-32, Taloja (near Mumbai) *	Leased (20 Yrs)	Owned
22.	Bhubaneswar*	Leased (20 Yrs)	Owned

**As on July 31, 2013, these warehouses were under construction.*

Employees

Our pool of employees consists of permanent employees, other employees and persons hired on contract labour basis. As of July 31, 2013, we engaged 1,191 employees including 351 permanent employees and 840 on a contract labour basis.

Insurance

We maintain a comprehensive set of insurance policies, which are renewable every year. Our property, plant and equipment are insured for standard perils, including fire and earthquake and our vehicles and the containers/reefers are insured for accidental damages. We maintain director and officers' liability insurance and also medical insurance policies and personal accident insurance policies for our employees. Our policies are subject to customary exclusions and deductibles.

Intellectual Property

We have registered trademarks for:

- '*Snowman Frozen Foods*' under class 29, 30 and 39, (certificate numbers 46753, 46248 and 425688, respectively);
- '*Snowman Cargo*'; and
- Our logo SNOWMAN®

The registration for each of the above is valid till August 8, 2014.

We have also made an application for the registration of '*Snowman Fresh*' under two separate categories under the Trade Marks Act. In addition, we have applied for the registration of '*Snowman Logistics'*. The status of our trademarks applications is as follows:

Sr. No.	Application Number	Class	Date of application	Status as on July 31, 2013
Snowman Fresh				
1.	2339986	29	May 30, 2012	Marked for examination
2.	2339987	30	May 30, 2012	Objected
Snowman Logistics				
1.	2420554	29	October 31, 2012	Online new application
2.	2420555	30	October 31, 2012	Online new application
3.	2420556	31	October 31, 2012	Online new application
4.	2420557	32	October 31, 2012	Online new application
5.	2420558	39	October 31, 2012	Online new application

Marketing

Our marketing division is headed by our Chief Operating Officer and assisted by regional and branch sales heads.

Our sales teams are stationed at our regional offices in Bengaluru (South), Mumbai (West), Delhi (North) and Kolkata (East) as well as at various branch offices in locations where our temperature controlled warehouses are situated.

Since the target industries and customers are known to us, the sales teams approach them and solicit business for various verticals. We also advertise frequently in the food and cold chain related journals which are generally subscribed to by professionals in the relevant industries. While the warehousing division has a large percentage of repeat customers, the transportation business involves a more aggressive marketing effort. We believe that the quality of service we offer is one of our most effective marketing tools.

REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws and regulations in India, which are applicable to our Company. The information detailed below has been obtained from various legislations, including rules and regulations promulgated by regulatory bodies, and the bye laws of the respective local authorities that are available in the public domain. The regulations set out below may not be exhaustive, and are only intended to provide general information to the investors and are neither designed nor intended to substitute for professional legal advice. For details of government approvals obtained by us, see the section titled 'Government and Other Approvals' on page 258 of this Draft Red Herring Prospectus.

The Food Safety and Standards Act, 2006

The Food Safety and Standards Act, 2006 (**FSSA**) was enacted on August 23, 2006 with a view to consolidating the laws relating to food and to establish the Food Safety and Standards Authority of India (the "Food Authority") for setting out scientific standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption. The Food Authority is required to provide scientific advice and technical support to the GoI and the state governments in framing the policy and rules relating to food safety and nutrition. The FSSA also sets out requirements for licensing and registering food businesses, general principles for food safety, and responsibilities of the food business operator and liability of manufacturers and sellers, and adjudication by 'Food Safety Appellate Tribunal'. The FSSA has not been fully notified and has only been partially enacted. In exercise of powers under the FSSA, the Food Authority has framed the Food Safety and Standards Rules, 2011 (**FSSR**) which have been operative since August 5, 2011. The FSSR provides the procedure for registration and licensing process for food business and lays down detailed standards for various food products. The FSSR also sets out the enforcement structure of 'commissioner of food safety', 'food safety officer' and 'food analyst' and procedures of taking extracts, seizure, sampling and analysis.

The Food Authority has also framed the following food safety and standards regulations in relation to various food products and additives:

- Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011;
- Food Safety and Standards (Packaging and Labelling) Regulations, 2011;
- Food Safety and Standards (Food Product Standards and Food Additives) Regulations, 2011;
- Food Safety and Standards (Prohibition and Restriction on Sales) Regulations, 2011;
- Food Safety and Standards (Contaminates, Toxins and Residues) Regulations, 2011; and
- Food Safety and Standards (Laboratory and Sampling Analysis) Regulations, 2011.

The key provisions of the FSSA are:

- Establishment of the Food Authority to regulate the food sector;
- The Food Authority will be aided by several scientific panels and a central advisory committee to lay down standards for food safety. The standards will include specifications for ingredients, contaminants, pesticide residue, biological hazards and labels;
- Enforcement through 'state commissioners of food safety' and other local level officials;
- Registration or licensing requirement for every entity in the food sector. Such licence or a registration would be issued by local authorities;
- Every distributor is required to be able to identify any food article by its manufacturer, and every seller by its distributor; and
- Any entity in the sector is bound to initiate recall procedures if it finds that the food sold has violated specified standards.

Drugs and Cosmetics Act, 1940

The Drugs and Cosmetics Act, 1940 was enacted to regulated the laws with relation to drugs and cosmetics in India and bring about uniformity in the enforcement of drugs laws. The Central Government, being authorised to issue rules under the Drugs and Cosmetics Act, has issued Drugs and Cosmetics Rules, 1945. The Drugs and Cosmetics Act along with the Drugs and Cosmetics Rules regulate the manufacture, sale and distribution of drugs through the state authorities; and regulate the approval of new drugs, clinical trials and lay down the standards for drugs, including control over the quality of imported drugs in the country, through the central authorities.

Carriers Act, 1865

The Carriers Act, 1865 relates to the rights and liabilities of common carriers. The Carriers Act defines a "common carrier" as a person, other than the Government, engaged in the business of transporting for hire property from place to place, by land or inland navigation, for all persons indiscriminately. A common carrier who carries his customer's goods can limit his liability in all respects save and except against negligence and criminal act on his part or on the part of his servants and agents. The servants or the agent of the carrier are those who handle, store, carry and affect the delivery of the goods to the consignee.

It includes lorry operators or drivers to whom the carrier entrusts goods for carriage and also includes agents or associates. Whenever the loss or damage is caused by negligence or criminal act, the owner is entitled to recover the damages for non-delivery of the goods and it is for the carrier to prove the absence of criminal act or negligence on his part. Where a loss or damage to the consignor's property exceeds rupees one hundred and where the consignor has delivered the consignment to the carrier for carriage and when the consignor has declared value and description of the property and the payment is made to the carrier in a manner provided by this act, such consignor shall be entitled not only to recover the value of the loss or damage suffered by him from the carrier but also such freight or hire charges as actually paid to the carrier in consideration of such risks to be incurred.

Carriage Road Act, 2007

The Carriage by Road Act, 2007 was notified on September 29, 2007 and on coming into force, will repeal the Carriers Act, 1865. The Carriage by Road Act has been enacted for the regulation of common carriers, limiting their liability and declaration of value of goods delivered to them to determine their liability for loss of, or damage to, such goods occasioned by the negligence or criminal acts of themselves, their servants or agents and for matters connected therewith. No person can engage in the business of a common carrier, unless he has a certificate of registration.

A "common carrier" has been defined under the Carriage by Road Act as a person engaged in the business of collecting, storing, forwarding or distributing goods to be carried by goods carriages under a goods receipt or transporting for hire of goods from place to place by motorised transport on road, for all persons in discriminatingly and includes a goods booking company, contractor, agent, broker, and courier agency engaged in the door-to-door transportation of documents, goods or articles utilising the services of a person, either directly or indirectly, to carry or accompany such documents, goods or articles, but does not include the Government

Motor Vehicles Act, 1988

The Motor Vehicles Act, 1988 (MV Act) aims at ensuring road transport safety. The MV Act, among other things, provides for compulsory driving license, compulsory insurance, compensation in case of no fault liability and 'hit and run' motor accidents, compensation by the insurer to the extent of actual liability to the victims of motor accidents irrespective of the class of vehicles. Under the MV Act it is the responsibility of the owner of the vehicle to ensure that the driver of the vehicle has a valid driving license and is not below the prescribed age limit. Acts such as driving the vehicle without a valid license, allowing such person to use the vehicle, and driving vehicle of unsafe condition, are criminal offences under the MV Act. The Central Motor Vehicles Rules, 1989 formulated under the MV Act provide for, among other things, procedures to register the motor vehicle and obtain licenses.

The Central Motor Vehicles Rules, 1989

The Central Motor Vehicle Rules provides the rules and procedures for the licensing of drivers, driving schools; registration of motor vehicles and control of transport vehicles through issue of tourist and national permits. It also lays down rules concerning the construction, equipment and maintenance of motor vehicles and insurance of motor vehicles against third party risks.

The Karnataka Motor Vehicles Rules, 1989

The Karnataka Motor Vehicle Rules provides for the issue of license to drivers and conductors of stage carriers, registration of motor vehicles, issue of different types of permits for the motor vehicles and also lays down rules concerning the construction, equipment and maintenance of motor vehicles. Under the Karnataka Motor Vehicle

Rules, the driver on duty is responsible for the proper exhibition or production of permit, insurance certificate, registration certificate and fitness certificate as well as driving license. The drivers of goods vehicles should also maintain a record of required information in Form KMV under the Karnataka Motor Vehicle Rules. The Karnataka Motor Vehicle Rules require owners to obtain the following permits: stage carriage permit, contract carriage permit, private service vehicle permit, goods carriage permit, special permit, tourist vehicle permit and National Permit for goods carriage.

The Legal Metrology Act, 2009

The Legal Metrology Act, 2009 (**Legal Metrology Act**) has come into effect after its publication in the Official Gazette on January 14, 2010 and has been operative since March 1, 2011. The Legal Metrology Act replaces The Standards of Weights and Measures Act, 1976 and the Standards of Weights and Measures (Enforcement) Act, 1985. The Legal Metrology Act seeks to establish and enforce standards of weights and measures, regulate trade and commerce in weights, measures and other goods which are sold or distributed by weight, measure or number and for matters connected therewith or incidental thereto. The key features of the Legal Metrology Act are:

- Appointment of Government approved test centres for verification of weights and measures;
- Allowing companies to nominate a person who will be held responsible for breach of provisions of the Act;
- Simplified definition of packaged commodity; and
- More stringent punishment for violation of provisions.

Environmental Regulations

Our Company is subject to Indian laws and regulations concerning environmental protection. The principal environmental regulations applicable to industries in India are the Water (Prevention and Control of Pollution) Act, 1974, the Water Access Act, 1977, the Air (Prevention and Control of Pollution) Act, 1981, the Environment Protection Act, 1986 and the Hazardous Wastes (Management and Handling) Rules, 1989. Further, environmental regulations require a company to file an Environmental Impact Assessment (**EIA**) with the State Pollution Control Board (**PCB**) and the Ministry of Environment and Forests (**MEF**) before undertaking a project entailing the construction, development or modification of any plant, system or structure. If the PCB approves the project, the matter is referred to the MEF for its final determination. The estimated impact that a particular project might have on the environment is carefully evaluated before granting clearances. When granting clearance, conditions may be imposed and the approving authorities may direct variations to the proposed project.

The Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008

The Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008, as amended (**Hazardous Wastes Rules**), which superseded the Hazardous Wastes (Management and Handling) Rules, 1989, state that the occupier will be responsible for safe and environmentally sound handling of hazardous wastes generated in his establishment. The hazardous wastes generated in the establishment of the occupier should be sent or sold to a recycler or re-processor or re-user registered or authorised under the Hazardous Wastes Rules or should be disposed of in an authorised disposal facility. The Ministry of Environment and Forests has been empowered to deal with the trans-boundary movement of hazardous wastes and to grant permission for transit of hazardous wastes through any part of India. No import of hazardous waste is permitted in India. The State Government, occupier, operator of a facility or any association of the occupier will be individually or jointly or severally responsible for, and identify sites for, establishing the facility for treatment, storage and disposal of hazardous wastes for the State Government.

Foreign Investment Regulation

Foreign investment in Indian securities is governed by the provisions of the Foreign Exchange Management Act, 1999, as amended (**FEMA**) read with the applicable FEMA Regulations. Foreign Direct Investment (**FDI**) Policy issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (**DIPP**) by circular 1 of 2013, with effect from April 05, 2013 (**Circular 1 of 2013**), consolidates and supersedes all previous press notes, press releases and clarifications on FDI issued by the DIPP. The Government proposes to update the consolidated circular on FDI Policy once every year and therefore, Circular 1 of 2013 will be valid until the DIPP issues an updated circular.

Foreign investment is permitted (except in prohibited sectors) in Indian companies either through the automatic route or the approval route, where approval from the Government of India or the Reserve Bank of India (**RBI**) is required, depending upon the sector in which foreign investment is sought to be made.

FDI is allowed under the automatic route for 100% in respect of the sector in which our Company carries out its business.

Labour Laws

The workers are regulated by various labour laws, rules and regulations including the Motor Transport Workers Act, 1961, Workmen Compensation Act, 1923, the Payment of Wages Act, 1936, the Employees' State Insurance Act, 1948, the Factories Act, 1948, the Minimum Wages Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act, 1965, the Contract Labour (Regulation and Abolition) Act, 1970 and the Payment of Gratuity Act, 1972, where applicable.

Motor Transport Workers Act, 1961

The Motor Transport Workers Act provides for the welfare of motor transport workers and to regulate the conditions of their work. It applies to every motor transport undertaking employing five or more motor transport workers. Section 2(g) defines 'Motor transport undertaking' as a motor transport undertaking engaged in carrying passengers or goods or both by road for hire or reward, and includes a private carrier. The Motor Transport Workers Act prescribes that such motor transport undertakings should be registered under the Act. A 'motor transport worker' means a person who is employed in a motor transport undertaking directly or through an agency, whether for wages or not, to work in a professional capacity on a transport vehicle or to attend to duties in connection with the arrival, departure, loading or unloading of such transport vehicle and includes a driver, conductor, cleaner, station staff, line checking staff, booking clerk, cash clerk, depot clerk, time-keeper, watchman or attendant.

The Motor Transport Workers Act lays down detailed provisions for regulating work hours, payment of wages and protection of the welfare and health of the employees. Any contravention of a provision regarding employment of motor transport workers is punishable with imprisonment for a term which may extend to three months, or with fine which may extend to five hundred rupees, or with both, and in the case of a continuing contravention with an additional fine which may extend to seventy-five rupees for every day during which such contravention continues after conviction for the first such contravention.

The Factories Act, 1948

The Factories Act, 1948 (**Factories Act**) seeks to regulate labour employed in factories and makes provisions for the safety, health, and welfare of the workers. It applies to industries in which 10 or more than 10 workers are employed on any day of the preceding 12 months. Each State Government has rules in respect of the prior submission of plans and their approval for the establishment, registration and licensing of factories. The Factories Act provides that occupier of a factory i.e. the person who has ultimate control over the affairs of the factory and in the case of a company, any one of the directors, must ensure the health, safety and welfare of all workers especially in respect of safety and proper maintenance of the factory such that it does not pose health risks, the safe use, handling, storage and transport of factory articles and substances, provision of adequate instruction, training and supervision to ensure workers' health and safety, cleanliness and safe working conditions. The Factories Act also provides for fines to be paid and imprisonment by the manager of the factory in case of any contravention of the provisions of the Factories Act.

Workmen's Compensation Act, 1923

The Workmen's Compensation Act, 1923 provides that if personal injury is caused to a workman by accident during his employment, his employer would be liable to pay him compensation. However, no compensation is required to be paid (i) if the injury does not disable the workman for more than three days, (ii) where the workman, at the time of injury, was under the influence of drugs or alcohol or (iii) where the workman wilfully disobeyed safety rules.

Payment of Gratuity Act, 1972

Under the Payment of Gratuity Act, 1972, an employee in a factory or any other establishment in which 20 or more than 20 persons are employed on any day during an accounting year who is in 'continuous service' for a period of five years notwithstanding that his service has been interrupted during that period by sickness, accident, leave, absence without leave, lay-off, strike, lock-out or cessation of work not due to the fault of the employee is eligible for gratuity upon his retirement, superannuation, death or disablement.

Payment of Bonus Act, 1965

The Payment of Bonus Act, 1965 (**Bonus Act**) provides for payment of bonus irrespective of profit and makes payment of minimum bonus compulsory to those employees who draw a salary or wage up to ₹10,000 per month and have worked for a minimum period of 30 days in a year. The Bonus Act mandates that every employee receive a bonus. Bonus is calculated on the basis of the salary or wage earned by the employee during the accounting year. The minimum bonus to be paid to each employee is either 8.33% of the salary or wage or ₹100, whichever is higher, and must be paid irrespective of the existence of any allocable surplus or profits. If the allocable surplus or profit exceeds minimum bonus payable, then the employer must pay bonus proportionate to the salary or wage earned during that period, subject to a maximum of 20% of such salary or wage. Contravention of the Bonus Act by a company is punishable with imprisonment up to six months or a fine up to ₹1,000 or both against those individuals in charge at the time of contravention of the Bonus Act.

Maternity Benefit Act, 1961

The Maternity Benefit Act, 1961 provides that a woman who has worked for at least 80 days in the 12 months preceding her expected date of delivery is eligible for maternity benefits, which include leave for six weeks immediately preceding the scheduled date of delivery and average daily wages for this period. Contravention of this Act is punishable by imprisonment up to one year or a fine up to ₹5,000 or both. The maximum period for which any woman shall be entitled to maternity benefit shall be 12 weeks.

Minimum Wages Act, 1948

The Minimum Wages Act, 1948 provides that the State Governments may stipulate the minimum wages applicable to a particular industry. Workers are to be paid for overtime at rates stipulated by the appropriate State Government. Any contravention may result in imprisonment up to six months or a fine up to ₹5,000.

Contract Labour (Regulation and Abolition) Act, 1970

The Company is regulated by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (**CLRA**) which requires the Company to be registered as a principal employer and prescribes certain obligations with respect to welfare and health of contract labourers. The CLRA vests responsibility in the principal employer of an establishment, to which the CLRA applies, to make an application to the concerned officer for registration of the concerned establishment. In the absence of such registration, contract labour cannot be employed in the concerned establishment. Likewise, every contractor, to whom the CLRA applies, is required to obtain a license and may not undertake or execute any work through contract labour except under and in accordance with the license issued. To ensure the welfare and health of the contract labour, the CLRA imposes certain obligations on the contractor in relation to establishment of canteens, rest rooms, drinking water, washing facilities, first aid, other facilities and payment of wages. However, in the event the contractor fails to provide these amenities, the principal employer is under an obligation to provide these facilities within a prescribed time period. Penalties, including both fines and imprisonment, may be levied for contravention of the provisions of the CLRA.

The Employees State Insurance Act, 1948

The Employees State Insurance Act, 1948 (**ESI Act**) provides for certain benefits to employees in case of sickness, maternity and employment injury. The Act applies to all factories (including Government factories but excluding seasonal factories) employing ten or more persons and carrying on a manufacturing process with the aid of power or employing 20 or more persons and carrying on a manufacturing process without the aid of power and such other establishments as the Government may specify. Every employee (including casual and temporary employees), whether employed directly or through a contractor, who is in receipt of wages up to ₹10,000 per month is entitled to be insured under the ESI Act.

The Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Employees' Provident Funds and Miscellaneous Provisions Act provides for the compulsory institution of contributory provident funds, pension funds and deposit linked insurance funds for employees. The act aims to ensure a retirement benefit to secure the future of the employee after retirement. The Act applies to industries employing 20 or more persons and any other class of establishments employing 20 or more persons notified by the Government.

The Payment of Wages Act, 1936

The Payment of Wages Act, 1936 is a central legislation which applies to persons employed in factories and to persons employed in industrial or other establishments specified in sub-clauses (a) to (g) of clause (ii) of section 2 of the Act. This Act does not apply to workers whose wages payable in respect of a wage period average ₹1,600 a month or more. The Act has been enacted with the intention of ensuring timely payment of wages to workers and for payment of wages without unauthorised deductions A worker, who either has not been paid wages in time or an unauthorised deductions have been made from his/her wages, can file a claim either directly or through a Trade Union or through an Inspector under this Act, before the Authority appointed under the Payment of Wages Act.

Industrial Disputes Act, 1947

The Industrial Disputes Act, 1947 (**ID Act**) provides the machinery and procedure for the investigation and settlement of industrial disputes. It also provides certain safeguards to workers and aims to improve the service conditions of industrial labour. When a dispute exists or is apprehended, the appropriate government is empowered to refer the dispute to an authority mentioned under the ID Act in order to prevent the occurrence or continuance of the dispute. Reference may be made to a labour court, tribunal or arbitrator, as the case may be, to prevent a strike or lock-out while a proceeding is pending. Wide powers have been given to the labour courts and tribunals under the ID Act while adjudicating a dispute to grant appropriate relief such as modification of contract of employment or to reinstate workmen with ancillary relief.

Intellectual Property Laws

In India, trademarks enjoy protection under both statutory and common law. The Trade Marks Act, 1999 protects a distinct 'mark'. A trade mark is essentially any mark capable of being represented graphically and distinguishing goods or services of one person from those of others and includes a device, brand, heading, label, ticket, name, signature, word, letter, numeral, shape of goods, packaging or combination of colours or combination thereof. Once a mark it registered, it is valid in India only, for a period of 10 years and can be renewed from time to time in perpetuity. Registration of a trademark grants an owner the right to exclusively use the trademark as a mark of goods and services and prevents the fraudulent use of deceptively similar marks by any third party. The Trade Marks Act also makes special provision for application of marks as 'collective marks'. The Registrar of Trademarks is the authority responsible for registration of the trademarks, settling opposition proceedings and rectification of the register of trademarks.

Shops and Establishments legislations in various states

The provisions of various Shops and Establishments legislations, as applicable, regulate the conditions of work and employment in shops and commercial establishments and generally prescribe obligations, *inter alia*, in respect of registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety measures and wages for overtime work.

Property Laws

The Transfer of Property Act, 1882 (**TP Act**) lays down general principles for the transfer of immovable property in India. It specifies the categories of property that can be transferred, the persons competent to transfer property, the legitimacy of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property. The TP Act recognizes, among others, sale, mortgage, charge and lease as forms in which an interest in an immovable property may be transferred.

HISTORY AND CERTAIN CORPORATE MATTERS

Brief history of our Company

Our Company was incorporated as Snowman Frozen Foods Limited on March 17, 1993 as a public limited company under the provisions of the Companies Act. Our Company received a certificate of commencement of business on May 31, 1993 from the Registrar of Companies, Kerala. Our Company was originally promoted by Amalgam Foods Limited. In 1997, Hindustan Unilever Limited (then, Brooke Bond (India) Limited) acquired 23% of our Company's equity share capital. In 2001, the Mitsubishi Group acquired a majority stake in our Company. Subsequently, in 2003, Nichirei Corporation acquired 15% of our Company's equity share capital which was thereafter assigned to Nichirei Logistics Group Inc. in 2005.

In 2006, our Promoter acquired the majority stake in our Company by acquiring 6,861,000 shares held by Amalgam Foods Limited and by subscribing to fresh shares issued by our Company. Consequently, our Promoter held 33.34% of our Company's equity share capital.

In 2010, IFC acquired 10,29,07,000 equity shares of our Company. Subsequently, on March 17, 2011, the name of our Company was changed to Snowman Logistics Limited pursuant to a new certificate of incorporation. The change in name was to better capture the nature of the business of our Company. In 2013, NVP acquired 17,142,857 shares of our Company. Recently, our Promoter acquired 5,142,500 of the shares held by IFC and at present holds 48.33% share capital of our Company.

Changes in Registered Office

The details of changes in the registered office are set forth below:

Date of change	Details of the change in the address of Registered Office
July 12, 2007	Plot No. 276/5-1, 277/7, Ezhupunna Village, Eramalloor (PO), Sherthala Taluk, Ezhupunna Village - 688537, Kerala, India
November 27, 2008	Snowman House, No.424, 6th Cross, 4thC Main, OMBR Layout, Banaswadi , Bengaluru 560 043, Karnataka, India
January 28, 2011	Sy. No. 36/1, Virgonagar, Old Madras Road , Bandapura Village, Bidarehalli Hobli, Bengaluru- 560 049, Karnataka, India

The registered office of our Company was changed over time to enable greater operational efficiency.

The Main Objects of Company

The main objects contained in the Memorandum of Association of our Company are as follows:

1. To carry on the business of processing, packing, trading – wholesale and retail, distribution for domestic and export sale all types of frozen foods including fruits, vegetable, meat, seafood and all other types of foods.

2. To carry on business in storing for rent or any other consideration, transporting, handling and generally dealing in, all kinds of frozen, chilled, cooled and refrigerated items, including fruits, vegetables, seafood, meats, dairy products and horticultural produce.

3. To carry on the business of buying, selling or otherwise dealing in, operating, hiring, letting on hire, leasing, giving on lease, obtaining licenses for the use of and granting licenses for the use of, cold stores, freezing, chilling and cooling plants, refrigeration units, refrigerated trucks and containers and any and all kinds of freezing, chilling, cooling, refrigeration and cold storage machinery and equipment.

4. To carry on the business of buying, selling, transporting, storing, distributing, handling and dealing in any other goods or food products.

The main object as contained in the Memorandum of Association enables our Company to carry on the business presently being carried out as well as the business proposed to be carried out and the activities proposed to be undertaken pursuant to the Objects of the Issue.

Amendments to the Memorandum of Association

Since incorporation, the following changes have been made to the Memorandum of Association:

Date of Shareholders Resolution	Details
June 30, 1995	Increase in Authorised Capital from ₹5 million to ₹30 million
August 19, 1996	Increase in Authorised Capital from ₹30 million to ₹100 million
February 9, 2000	Increase in Authorised Capital from ₹100 million to ₹300 million
March 7, 2001	Increase in Authorised Capital from ₹300 million to ₹410 million
January 23, 2003	Increase in Authorised Capital from ₹410 million to ₹500 million
August 22, 2006	Increase in Authorised Capital from ₹500 million to ₹900 million
December 17, 2009	Increase in Authorised capital from ₹900 million to ₹1,250 million
January 28, 2011	Change in Name from Snowman Frozen Foods Limited to Snowman Logistics Limited
August 5, 2013	Increase in Authorised Capital from ₹1,250 to ₹2,000 million

Promoter

The Promoter of our Company is Gateway Distriparks Limited. For details, please see the chapter entitled '*Our Promoter and Promoter Group*' on page 144 of this Draft Red Herring Prospectus.

Capital raising activities through equity or debt

As on August 29, 2013, our Company had 44 members. For details regarding our debt capital, please see the chapter entitled '*Financial Indebtedness*' and regarding our equity capital, please see the chapter entitled '*Capital Structure*' on pages 214 and 55, respectively, of this Draft Red Herring Prospectus.

Our Shareholders

For details regarding our shareholders, please see the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus.

Major events of our Company

The table below sets forth the key events in the history of our Company:

Year	Particulars
1997	Brooke Bond (India) Limited acquires a 23% stake
1998	Operations commence in 10 temperature controlled warehouses across India
2001	Mitsubishi Corporation and Mitsubishi Logistics Corporation jointly acquire a majority stake
2004	• Nichirei Logistics Group Inc. (Japan), acquires a 15% stake
2006	GDL acquires majority stake by acquiring 6,861,000 equity shares from Amalgam Foods Limited's and by subscribing to fresh shares
2008	Our temperature controlled warehouses get ISO 22000 (Food Safety Policy) certification
2009	Implementation of a new enterprise resource planning system
2010	• IFC acquires a 20% stake • Certain temperature controlled warehouses received ISO 14001 (Environmental Safety Policy) certification
2011	• Expansion of our operations in major cities such as Mumbai, Bengaluru and Chennai • Set up our Mevalurkuppam, (near Chennai) and Bengaluru warehouses.
2012	Set up our Taloja (near Mumbai) warehouse.
2013	• NVP acquired 14.28% stake • Set up our Chennai, Bengaluru, Visakhapatnam, Taloja (near Mumbai), Mulshi (near Pune) and Palwal (near Delhi) warehouses. • GDL acquires 5,142,500 shares in our Company from IFC • GDL enters into a share purchase agreement with Nichirei Logistics Group Inc. On

Year	Particulars
	August 29, 2013 at a price of ₹35 per Equity Share. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to approximately 54%.

Our Business

For details in relation to our Business, please see the chapter entitled '*Our Business*' on page 104 of this Draft Red Herring Prospectus.

Injunction or restraining order

Our Company is under no injunction or restraining order.

Time and Cost Overruns

The nature of our Company's business does not include implementation of projects and therefore our Company believes there have been no time and cost overruns in the implementation of our projects.

Lock-out, Strikes etc.

There have been no lock-outs, strikes etc. during the last five years preceding the date of this Draft Red Herring Prospectus.

Technology and market competence

For details on the technology and market competence of our Company, please see the chapter entitled '*Our Business*' on page 104 of this Draft Red Herring Prospectus.

Defaults or Rescheduling of borrowings with financial institutions/ banks

There have been no defaults or rescheduling of borrowings with the financial institutions / banks.

Revaluation of Assets

Our Company has not revalued its assets since incorporation.

Competition

For details on the competition faced by our Company, please see the chapter entitled '*Our Business*' on page 104 of this Draft Red Herring Prospectus.

Our Subsidiaries and Joint Ventures

Our Company does not have any subsidiaries or joint ventures.

Acquisitions of business / undertakings

Our Company has neither acquired any entity nor been involved in any scheme of arrangement.

Changes in the activities of Our Company during the last five years

There have been no changes in the activities undertaken by our Company during a period of five (5) years prior to the date of filing of this Draft Red Herring Prospectus which may have had a material effect on the profits or loss of our Company or affected our business including discontinuance of lines of business, loss of agencies or markets and similar factors.

Financial and Strategic Partners

Our Company does not have any financial and strategic partners.

Summary of key agreements

A. Shareholders' Agreement

Our Promoter and certain other shareholders have entered into a Shareholders' Agreement with respect to our Company on June 14, 2013. The details of the Shareholders' Agreement are given below.

An agreement was entered into amongst our Company, our Promoter, Mitsubishi Corporation (**MC**), Nichirei Logistics Group Inc. (**Nichirei**), Mitsubishi Logistics Corporation (**MLC**) (collectively, **Existing Shareholders**), IFC and NVP as of June 14, 2013.

Capitalised terms used in the below terms have the meaning ascribed to them in the Shareholders' Agreement.

The salient terms of the Shareholders' Agreement, in brief is set out below:

i. The board of our Company should consist of not more than 12 directors. Our Promoter and MC have the right to nominate directors on the Board of our Company. So long as IFC holds 5% of our Company's equity share capital, it has a right to appoint one director, and if our Company fails to conduct a public offering by March 31, 2016, two directors on the Board of our Company. If an initial public offering of shares has not taken place on or by June 30, 2014 at ₹35 a share, NVP has the right to appoint a director on the Board of our Company so long as it has at least 7% shareholding. At least two independent directors are to be nominated by the Existing Shareholders in consultation with IFC and NVP.

   The rights to appoint directors on the Board will cease prior to the listing of the equity shares pursuant to this Issue.

ii. Prior to a public offering, to make decisions or take actions relating to approval or amendment to Business Plan, budget or the Project Implementation Plan of our Company, the Board or the committee will require affirmative vote of at least 75% of the directors on the Board.

iii. The Board cannot delegate passing of a resolution on any matter listed in the Specified Matters set out in Schedule 2 Part A of the agreement to any committee. Such resolutions may only be passed by the Board in a meeting of at least one third of its total strength. This limitation of the Board will cease prior to the listing of the equity shares pursuant to this Issue.

iv. The Board cannot pass a resolution pertaining to matters set out in Schedule 2 Part B of the Shareholders' Agreement without the prior written consent of IFC. The Board cannot pass a resolution pertaining to the matters set out in Schedule 2 Part C of the Shareholders' Agreement without the prior written consent of NVP. However, the right of veto of both IFC and NVP will cease prior to the listing of the equity shares pursuant to this Issue.

v. Our Company has to indemnify its Directors to the maximum permissible extent under applicable law. IFC has the right to cause our Company to obtain and maintain directors' and officers' liability insurance cover and such other insurance policies as are customarily required for the business.

vi. IFC has the right to most investor favourable terms offered by our Company.

vii. Our Promoter has an obligation to maintain a minimum shareholding of 40% in our Company. Pursuant to our Company completing a public offering of its shares, our Promoter has to maintain a minimum shareholding of 26% in our Company for a period of 24 months.

viii. IFC has the right to tag its shares to a transfer by our Promoter where the transfer would result in our Promoter holding less than 51% shareholding in our Company. This right will terminate upon completion of a public issue by our Company.

ix. IFC has a right to sell its shares to any person freely subject to our Company and our Promoter's right of first refusal.

x. NVP has a right to sell its shares to any person except a person engaged in competing business freely subject to our Company and our Promoter's right of first refusal. The restrictions will cease prior to the listing of the equity shares pursuant to this Issue.

xi. MC has the right to transfer its shares to a third party subject to a right of first refusal to be given to our Promoter.

xii. Our Company has to use its best efforts to achieve an underwritten initial public offering of shares before 1

April 2016, failing which IFC has the right to cause our Company to make a public offering or undertake a preferential allotment. In the event our Company fails to make a public offering of its shares before July 5, 2018, NVP also has the right to cause our Company to make a public offering wherein the price per share offered to qualified institutional buyers represents an IRR of at least 15%.

xiii. NVP has the option to be an Anchor Investor in public offering of our Company's shares.

xiv. On failure of our Company to achieve a public offering, IFC has the option to exit our Company by giving notice to our Company and our Promoter the number of shares it wishes to sell. Our Company and our Promoter, within 15 days of such notice, purchase all shares offered by IFC, or cause buy back of shares to the extent possible under applicable law. In the event that our Company and our Promoter do not respond within such period, IFC has the right to cause our Company to buy-back shares or require our Promoter to purchase its share or drag along our Promoter's shares up to 15% of the total capital in a sale to a third party or a combination of these options.

xv. If our Company fails to complete a public offering by June 30, 2014 NVP has the right to tag its shares to a transfer by our Promoter where the transfer would be of 90% or more of the shareholding held by our Promoter. Notice of such transfer is required to be given to NVP at least 30 days prior to the proposed date of closing of any such transfer. In the event that our Promoter does not complete the transfer within 30 days after the expiry of NVP's exercise period, NVP has the right to tag along in any subsequent transfer by our Promoter. NVP also has the right to cause our Company to buy-back shares or require our Promoter to purchase its share or drag along our Promoter's shares up to 15% of the total capital in a sale to a third party or a combination of these options. This right of NVP will terminate on our Company achieving a public offering.

xvi. MC has the right, along with Nichirei Logistics Group Inc. and MLC to attend all meetings between our Promoter and the buyer where our Promoter proposes to transfer it shares resulting in our Promoter having less than 51% shareholding in our Company. MC, MLC and Nichirei have the right to tag along its shares to the transfer if IFC does not exercise its option to tag along, or after the satisfaction of IFC's right to tag along. Each of MC, MLC and Nichirei has the right to cause our Company to buy back its shares along with the other at a token consideration of approximately USD 1.

xvii. With prior notice, IFC and NVP have the right to inspect our Company's premises, sites, facilities, plants and equipment, books of accounts and all records and have access to employees, agents, contractors and subcontractors who may have knowledge of matters in respect of which information is sought.

xviii. IFC has the right to receive within 90 days after the end of every financial year, the Annual Monitoring Report confirming compliance or identifying non-compliance of our Company with the Action Plan, the social and environmental covenants of the shareholders agreement and applicable law. IFC has the right to receive information with regard to any social, labour, health and safety, security or environmental incident, accident or circumstance that could reasonably impact the operations of our Company within 3 days of such incident.

xix. Our Company has to furnish true and fair accounts of business and activities along with supporting documents and information to our Promoter, Nichirei Logistics Group Inc., MC and MLC within 45 days after the end of each quarter.

xx. Pursuant to the agreement, our Company cannot issue shares to any person unless such person agrees to become party to this agreement.

xxi. In the event of an underwritten offering, where the manager advises our Company to offer limited shares owing to market conditions, IFC has the right to have all its shares included in the offering on the same terms and conditions as to apply to our Company, subject only to shares being sold on our Company's own account.

xxii. Our Promoter has the right of first refusal to shares being transferred by MC to any person other than an affiliate. In the event that our Promoter agrees to purchase MC's shares, notice of its offer has to be given to MC within 60 days. If MC accepts the offer, the sale must be completed within 60 days of such notice and if not accepted within 30 days, MC may transfer such shares to a third party for a price higher than that offered by our Promoter.

xxiii. Our Promoter has an obligation to ensure that neither our Promoter nor its affiliates undertake any business activity related to temperature controlled logistics in the country other than through our Company except with respect to the business of transportation of goods by Gateway Fail Freight Limited (**GRFL**) by refrigerated container trains and any activity undertaken by our Promoter or GRFL that is incidental to their respective business.

xxiv. MC has an obligation to refrain its Logistics Service Division of Industrial Finance, Logistics & Development Group from undertaking competing business for three years from the agreement or where MC, MLC and Nichirei Logistics Group Inc. jointly hold over 25%, till the date of the QPO.

xxv. In addition to the above, IFC, NVP and MC have the right to receive certain specified information such as unaudited financial statements and Business Plan and budget of our Company provided that such information is not price sensitive information, unless the same has been publicly disclosed.

GDL has, by its letter dates August 26, 2013, agreed that the special rights held by them in our Company shall terminate, and such special rights will be deleted from the Articles of Association, prior to our making an application for final listing and trading approvals

Each NVP, MC and MLC and Nichirei Logistics Group Inc. have, by their letter dated August 28, 2013, agreed that the special rights held by these entities in our Company shall terminate, and such special rights will be deleted from the Articles of Association, prior to our making an application for final listing and trading approvals.

IFC, has by its letter dated August 29, 2013, agreed that the special rights held by it in our Company shall terminate, and such special rights will be deleted from the Articles of Association, prior to our making an application for final listing and trading approvals.

GDL is proposing to acquire 7,400,000 shares in our Company from Nichirei Logistics Group Inc. and has entered into a Share Sale Agreement on August 29, 2013. On completion of the transfer, Nichirei will no longer hold any shares in our Company and GDL's shareholding will increase to approximately 54%.

OUR MANAGEMENT

Board of Directors

Under the Articles of Association our Company is required to have not more than twelve Directors. As on the date of this Draft Red Herring Prospectus, our Board comprises of eight Directors.

The following table sets forth details of our Board as of the date of filing this Draft Red Herring Prospectus.

S. No.	Name, Designation, Address, Nationality, Term, Occupation and DIN	Age (years)	Other Directorships
1.	Mr. Gopinath Pillai Designation: Chairman Address: 67, Hua Guan Avenue, Singapore, 589163. Nationality: Singaporean Term: Liable to retire by rotation Occupation: Business DIN: 00268337	76	**Incorporated in Singapore** • Windmill International Pte. Limited • Savant Infocomm Pte. Limited • KSP Investments Pte. Limited • Savant Infotech Solutions Pte. Limited • Little India Arcade Pte. Limited • Edutech Investments (India) Pte. Limited • Eastcom Systems Pte. Limited • Manquist Holdings Pte. Limited • Tourmasters Pte. Limited • Tourmasters (GSA) Pte. Limited • Infocom Technologies & Education Pte. Limited • Playware Studios Asia Pte. Limited • Ang Mo Kio- Thye Hua Kwan Hospital Limited • Jurong International Holdings Pte. Limited **Incorporated in India** • Gateway Distriparks Limited • Gateway East India Private Limited • Gateway Distriparks (South) Private Limited • Gateway Rail Freight Limited • Gateway Distriparks (Kerala) Limited • Chandra CFS and Terminal Operators Private Limited **Incorporated in Mauritius** • KSP Holdings Limited • Edutech Holdings (India) Limited • KSP Logistics Limited **Incorporated in the UK** • AEC Education Plc
2.	Mr. Prem Kishan Dass Gupta Designation: Vice Chairman and Director Address: 94, Sainik Farm, Khanpur, New Delhi 110062, India. Nationality: Indian Term: Liable to retire by rotation	55	**Incorporated in India** • Gateway Distriparks Limited • Gateway East India Private Limited • Gateway Distriparks (South) Private Limited • Gateway Rail Freight Limited

S. No.	Name, Designation, Address, Nationality, Term, Occupation and DIN	Age (years)	Other Directorships
	Occupation: Business DIN: 00011670		• Gateway Distriparks (Kerala) Limited • Chandra CFS and Terminal Operators Private Limited • Massco Media Private Limited • Perfect Communications Private Limited • Prism International Private Limited • Star Cineplex Private Limited • Prima Soft Tissues Private Limited • Prestige Infracon Private Limited
3.	Mr. Shabbir Hakimuddin Hassanbhai Designation: Independent Director Address: 36, Keppel Bay Drive, #05-78, Caribbean At Keppel Bay, Singapore, 098653. Nationality: Singaporean Term: Liable to retire by rotation Occupation: Business DIN: 00268133	67	**Incorporated in Singapore** • Indo Straits Trading Co. (Pte.) Limited • Hassanbhai Realty Pte. Limited • Zee Chin & Co Pte. Limited • Hakimuddin & Sons Pte. Limited • Premier Travels (GSA) Pte. Limited • Singapore Business Advisors and Consultants Council Limited • Intraco Limited **Incorporated in India** • Gateway Distriparks Limited • Gateway Distriparks (South) Private Limited • Gateway East India Private Limited • Gateway Rail Freight Limited • Chandra CFS and Terminal Operators Private Limited **Incorporated in United Arab Emirates** • Al Badawi General Trading LLC
4.	Mr. Saroosh Cowasjee Dinshaw Designation: Independent Director Address: Adenwalla Baug, Tardeo, Mumbai 400007, Maharashtra, India. Nationality: Indian Term: Liable to retire by rotation Occupation: Business DIN: 00034110	43	**Incorporated in India** • Gateway Distriparks Limited • Cowasjee Dinshaw and Sons Private Limited • United Salt Works and Industries Limited • The Zoroastrian Co-operative Bank Limited
5.	Mr. Kannan Ravindran Naidu Designation: Wholetime Director and CEO Address: 604, 6th Floor, SPRUCE, G Block Raheja Residency, Koramangala, Bengaluru 560034, Karnataka, India. Nationality: Indian Term: Upto May 10, 2017 Occupation: Service DIN: 02813755	54	NIL

S. No.	Name, Designation, Address, Nationality, Term, Occupation and DIN	Age (years)	Other Directorships
6.	Mr. Michael Philip Pinto Designation: Independent Director Address: 405, Shalaka, Maharshi Karve Road, Mumbai 400021, Maharashtra, India. Nationality: Indian Term: Liable to retire by rotation Occupation: Business DIN: 00021565	70	**Incorporated in India** • Gateway Distriparks Limited • Star Paper Mills • Infrastructure Leasing & Financial Services Limited • Gateway Distriparks (Kerala) Limited • Ashoka Buildcon Limited • SCI Forbes Limited • Tolani Shipping Company Limited • Principal Trustee Company Private Limited • Essar Ports Limited
7.	Mr. Masakazu Sakakida Designation: Director Address: 13, Panchsheel Marg, Chanakya Puri, New Delhi 110021, India. Nationality: Japanese Term: Liable to retire by rotation Occupation: Service DIN: 06505056	55	**Incorporated in India** • Mitsubishi Corporation India Private Limited • MC Craft Machinery Private Limited • Asahi Glass India Limited
8.	Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari Designation: Independent Director Address: 181-A, Twin Towers, Prabhadevi, Mumbai 400025, Maharashtra, India. Nationality: Indian Term: Liable to retire by rotation Occupation: Professional DIN: 00746153	73	**Incorporated in India** • Infrastructure Development Corporation (Karnataka) Limited • Feedback Infra Private Limited • Jetpur Somnath Highway Limited • HDFC Standard Life Insurance Company Limited • HDFC Pension Management Company Limited • Mahindra EPC Services Private Limited

None of the Directors of our Company are related to each other.

Except for Mr. Masakazu Sakakida who is the nominee of Mitsubishi Corporation, there are no arrangements or understanding with major shareholders, customers, suppliers or any other entity, pursuant to which any of our Directors was selected as a Director.

Brief Biographies

Mr. Gopinath Pillai, aged 76, is our Chairman. He is the Chairman of Gateway Distriparks Limited, the Executive Chairman of Savant Infocomm Pte. Limited and is also on the board of various companies in India and Singapore. He has experience in areas of finance, industry and trading. He has worked as the Chairman of the largest supermarket chain in Singapore for a period of 10 years and as the General Manager of a Singapore Government Trading Company, Intraco Limited and as Chairman of its warehousing subsidiary. He is, currently, designated as Ambassador at large of the Government of Singapore. In 2012, the Government of India honoured Mr. Pillai with the Padma Shri (India's fourth highest civilian award) in the trade and industry category.

Mr. Prem Kishan Dass Gupta, aged 55, is our Vice Chairman and a Director. He is the Deputy Chairman and Managing Director of Gateway Distriparks Limited and the Chairman and Managing Director of Gateway Rail Freight Limited. He holds a Bachelors degree in Science from the University of Delhi. He has been in the business of trading in newsprint for more than three decades. He represents newsprint manufacturers in the USA, Canada and Europe with strong tie-ups in South East Asia.

Mr. Shabbir Hakimuddin Hassanbhai, age 67 years is a resident of Singapore. He is an accountant and has a business experience of more than 40 years in international trade. He holds senior level positions in listed and unlisted companies in Singapore, UAE and Oman and worked previously in Oregon, USA in the warehousing and distribution of wood products. He is currently an independent Director in Gateway Distriparks Limited and its subsidiaries, India. He sits on several non-business organizations in Singapore among which include Vice Chairman of the Singapore Business Federation, Chairman of the Singapore-Africa Business Group, Chairman of the Middle East Business Group and Vice President of Singapore Indian Development Association (SINDA). He is also Singapore's non-resident High Commissioner to The Federal Republic of Nigeria.

Mr. Saroosh Cowasjee Dinshaw, aged 43, is an Independent Director on our Board and the board of Gateway Distriparks Limited. He holds Bachelor of Commerce and LL.B. from the University of Bombay and holds a Master's degree in Business Administration from the Texas Christian University. He is also a member of the Audit Committee and the Investor Relations Committee of Gateway Distriparks Limited. He has over 8 (eight) years of experience in the logistics businesses.

Mr. Kannan Ravindran Naidu, aged 54, is a Wholetime Director on our Board and is our Chief Executive Officer. He joined our Company on February 15, 2007. He is a Bachelor of Commerce from the University of Bombay. He also holds a Master's degree in Computer Application. He has over 18 years of experience in the multi-modal and supply chain industry. Prior to joining our Company, he has worked in India and abroad setting up supply chain and retail ventures.

Mr. Michael Philip Pinto, aged 70, a retired member of the Indian Administrative Services, is an Independent Director on our Board. He is a political science graduate and holds a Master's degree in sociology. He also has a Master's degree in public administration from Harvard University. As an IAS officer, he held various senior positions such as Vice-Chairman & Managing Director, Maharashtra State Road Transport Corporation, Managing Director, Maharashtra State Finance Corporation, Chairman, Maharashtra State Electricity Board, Director General (Shipping) for the Government of India and Chairman, Jawaharlal Nehru Port Trust.

Mr. Masakazu Sakakida, aged 55, is a director on our Board. He holds a Bachelor's degree in Engineering from the University of Tokyo, Japan. He is the Senior Vice President at Mitsubishi Corporation, Japan and has been associated with Mitsubishi Corporation since April 1981 and has held several positions. Mr. Sakakida is currently the Chairman & Managing Director of Mitsubishi Corporation India Private Limited.

Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari, aged 74, is an Independent Director on our Board. Mr. Chari holds a degree in Electrical Engineering from the University of Madras, India. He has over 35 years of experience in area of financial services. He previously held the position of Chief General Manager/Adviser in Industrial Development Bank of India (IDBI), where he handled project finance activities of the institution in various industrial and infrastructure sectors. Later he worked as Chief Operations Officer/Executive Director/Head Project Finance in IDFC, where he was engaged in financing infrastructure projects, in multiple sectors. At present, he is an advisor to IDFC.

Further 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 stock exchange during the term of their directorship in such company.

Other Benefits

Compensation of our Wholetime Director

Mr. Kannan Ravindran Naidu, our Wholetime Director is also the CEO of our Company. He is entitled to a gross monthly salary of ₹0.62 million. The break-up of his compensation is as follows:

Basic: ₹0.22 million per month
House Rent Allowance: ₹0.065 million per month
Child Education: ₹0.002 million per month
Special Allowance: ₹0.33 million

He is also entitled to Leave Travel Allowance of up to ₹0.22 million per annum, medical expenses of up to ₹0.03 million per annum, food coupons up to ₹0.007 million per annum and a contribution of up to 12% of his basic salary per month to the provident fund.

During Fiscal 2013, Mr. Kannan Ravindran Naidu was paid a gross compensation of ₹8.34 million.

Service Agreements with Directors

Our Company has not entered into any services contracts with any of our Directors for providing any benefit upon termination of employment.

Remuneration to Non-Executive Directors

Except as disclosed in this Draft Red Herring Prospectus, none of the beneficiaries of loans, advances and sundry debtors are related to our Directors. No sitting fee has been paid to the Directors of our Company in the earlier financial years.

Shareholding of Directors

Except as stated below, none of our Directors hold any Equity Shares as on the date of this Draft Red Herring Prospectus.

Sr. No.	Name	No. of shares	Percentage holding
1	Mr. Prem Kishan Dass Gupta	4,40,000*	0.36%
2	Mr. Gopinath Pillai	4,40,000	0.36%
3	Mr. Shabbir Hakimuddin Hassanbhai	2,20,000	0.18%
4	Mr. Saroosh Cowasjee Dinshaw	1,20,000	0.10%
5	Mr. Kannan Ravindran Naidu	1,20,000	0.10%
6	Mr. Michael Philip Pinto	25,000	0.02%

**Excluding 101 Equity Shares held by Mr. Prem Kishan Dass Gupta jointly with Gateway Distriparks Limited.*

Our Articles of Association do not require our Directors to hold any qualification Equity Shares.

Borrowing Powers of the Board

Pursuant to a resolution passed by the shareholders of our Company on June 14, 2013 and in accordance with the provisions of the Companies Act, the Board is authorised to borrow such sum or sums of money or monies from time to time as may be required for the purpose of business of the Company notwithstanding that the money or monies may be borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, provided that the aggregate of such borrowings shall not exceed ₹1,650 million at any point of time.

Corporate Governance

The provisions of the Equity Listing Agreement to be entered into with the Stock Exchanges with respect to corporate governance will be applicable to our Company immediately upon the listing of the Equity Shares of our Company on the Stock Exchanges. Our Company believes that it is in compliance with the requirements of the applicable regulations in respect of corporate governance, including the Equity Listing Agreement to be entered into with the Stock Exchanges and the SEBI ICDR Regulations, including constitution of the Board and committees thereof. The corporate governance framework is based on an effective, independent Board and a separation of the supervisory role of the Board from the executive management aspect.

Currently, the Board has eight Directors, of which the Chairman is a non-executive Director who is related to the Promoter. In compliance with the requirements of Clause 49 of the Equity Listing Agreement, our Company has four Independent Directors, on the Board.

Committees of the Board

The Board has constituted committees of Directors, including, (i) Audit Committee, (ii) Compensation Committee, (iii) Share Allotment, Transfer and Investor Grievance Committee and (iv) IPO Committee. The details of these committees as set out below:

Audit Committee

The members of the Audit Committee are:

1. Mr. Shabbir Hakimuddin Hassanbhai – Chairman of the Committee – Independent Director;
2. Mr. Saroosh Cowasjee Dinshaw – Independent Director;
3. Mr. Michael Philip Pinto – Independent Director; and
4. Mr. Kannan Ravindran Naidu –Wholetime Director and CEO.

The Audit Committee was constituted by a resolution passed by the Board of Directors in its meeting held on March 9, 2001. The purpose of the audit committee is to ensure objectivity and credibility and correctness of the Company's financial reporting and disclosure processes, internal controls of risk management policies and processes, tax policies, compliance and legal requirements and associated matters. 3/4th of the members of the Audit Committee are Independent Directors.

The terms of reference of the Audit Committee are as follows:

a. Oversight of the company's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible.

b. Discuss with the 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.

c. Regular review of accounts, changes in accounting policies and reasons for the same etc.

d. Review of the major accounting entries, based on exercise of judgment by management and

e. Review of significant adjustments arising out of audit.

f. Review of qualifications in the draft audit report.

g. Establishing and reviewing the scope of the independent audit including the observations of the auditors and review of the quarterly, half-yearly and annual financial statements before submission to the Board.

h. Review with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc) the statement of funds utilized for purposes other than those stated in the offer document / prospectus/ notice and the report submitted by the monitoring agency monitoring the utilisation of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter.

i. The Committee shall have post audit discussions with the independent auditors to ascertain any area of concern.

j. Establishing the scope and frequency of internal audit, reviewing the findings of the internal auditors and ensuring the adequacy of internal control systems.

k. Review 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 and reporting structure coverage.

l. To look into the matters pertaining to the Director's Responsibility Statement with respect to compliance with Accounting Standards and accounting policies.

m. Review, with the management, prior to submission to the board for approval, disclosure of any related party transactions.

n. Compliance with Stock Exchange and other legal requirements concerning financial statements, to the extent applicable.

o. Review, with the management, performance of statutory and internal auditors.

p. Recommending to the Board the Appointment, reappointment, replacement or removal and fixing of audit fees of statutory auditors and internal auditors.

q. Approval of payment to the statutory auditors for any other services rendered by them.

r. Look into the reasons for substantial defaults in the payment to the depositories, debenture holders, shareholders (in case of non payment of declared dividends) and creditors.

s. Approval of appointment of CFO (i.e. the whole time-time Finance Director of any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc of the candidate.

t. Look into the functioning of the Whistle Blower mechanism.

u. Such other matters as may from time to time be required by any statutory, contractual or other regulatory requirements to be attended to by the Audit Committee.

Compensation Committee

The members of the Compensation Committee are:

1. Mr. Gopinath Pillai – Chairman;
2. Mr. Shabbir Hakimuddin Hassanbhai – Independent Director;
3. Mr. Saroosh Cowasjee Dinshaw – Independent Director;
4. Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari – Independent Director; and
5. Mr. Kannan Ravindran Naidu – Wholetime Director and CEO.

The Compensation Committee was reconstituted by a resolution passed by the Board of Directors in its meeting held on August 1, 2013. The terms of reference to the Compensation Committee are for implementation, administration and superintendence of the ESOP Schemes and formulate the detailed terms and conditions of the ESOP Scheme, including but not limited to:

a. The specific employees who would be granted options under the ESOP Scheme.

b. The quantum of options to be granted under an ESOP Scheme per employee and in aggregate.

c. The conditions, matrix and criteria under which options vested in employees may lapse in case of termination of employment for misconduct.

d. The vesting period with respect to the options.

e. The vesting percentage for each grantee.

f. The exercise period within which the employee should exercise the option and that the option would lapse on failure to exercise the option within the exercise period;

g. The specified time period within which the employee shall exercise the vested options in the event of termination or resignation of an employee.

h. The right of an employee to exercise all the options vested in him at one time or at various points of time within the exercise period;

i. The procedure for making a fair and reasonable adjustment to the number of options and to the exercise price in case of corporate actions such as rights issues, bonus issues, merger, sale of division and others. In this regard following shall be taken into consideration by the compensation committee:

    (i) the number and the price of ESOS shall be adjusted in a manner such that total value of the ESOS remains the same after the corporate action

    (ii) for this purpose global best practices in this area including the procedures followed by the derivative markets in India and abroad shall be considered.

    (iii) the vesting period and the life of the options shall be left unaltered as far as possible to protect the rights of the option holders.

j. The grant, vest and exercise of option in case of employees who are on long leave; and

k. The procedure for cashless exercise of options.

Share Allotment, Transfer and Investor Grievance Committee

The members of the Share Allotment, Transfer and Investor Grievance Committee are:

1. Mr. Prem Kishan Dass Gupta – Vice Chairman and Director;
2. Mr. Saroosh Cowasjee Dinshaw – Independent Director;
3. Mr. Michael Philip Pinto – Independent Director; and
4. Mr. Kannan Ravindran Naidu – Wholetime Director and CEO.

The Share Allotment, Transfer and Investor Grievance Committee were constituted by a resolution passed by the Board of Directors in its meeting held on June 14, 2013. The terms of reference of the Share Allotment, Transfer and Investor Grievance Committee are:

a. Issue and allot shares subject to the provisions of the Section 75 of the Act and subject to the Memorandum and Articles of Association of the Company and in accordance with the Companies (Issue of Share Certificates) Rules, 1960.

b. To transfer, transposition and transmission of securities.

c. To consider and approve, split consolidation and duplication of shares or other securities.

d. To approve dematerialization and rematerialization of shares.

e. To seek any information it requires from the employees, Directors of the Company in order to perform its functions

f. To do all such other things as are necessary thereto pursuant to and in accordance with the ESOP Scheme and the decision of the Board.

g. Investor relations and redressal of shareholders grievances in general and relating to non receipt of dividends, interest, non receipt of balance sheet etc in particular.

h. Such other matters as may be, from time to time, required by any statutory, contractual or other regulatory requirements to be attended to by such committee.

IPO Committee

The members of the IPO Committee are:

1. Mr. Gopinath Pillai – Chairman
2. Mr. Prem Kishan Dass Gupta – Vice Chairman and Director;
3. Mr. Shabbir Hakimuddin Hassanbhai – Independent Director;
4. Mr. Saroosh Cowasjee Dinshaw – Independent Director; and
5. Mr. Kannan Ravindran Naidu – Wholetime Director and CEO.

The IPO Committee was reconstituted by a resolution passed by the Board of Directors in its meeting held on November 5, 2012. The terms of reference of the IPO Committee are:

a. Approval of the restated financial information;

b. Finalise and make necessary alterations, amendments, modifications towards finalisation of the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus;

c. Filing the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus;

d. Decide on the timing and all terms and conditions of the Issue including the price band, the price, the amount to be paid on application, allotment, calls and interest to be charged on calls in arrears, as may be deemed appropriate subject to the approval of the concerned authority(ies), if and to the extent necessary and to accept any amendments, modifications, variations or alterations thereto;

e. Finalise the opening and closing date(s) including earliest closing date of the Issue;

f. Decide the quantum of allotment in case of oversubscription and consider and approve applications in respect of the Issue and to allot to the subscribers whose applications have been approved, in accordance with the Companies Act, 1956, the SEBI ICDR Regulations, the Memorandum and Articles of Association of the Company and the issue document in consultation with the book running lead manager(s), the stock exchanges and other regulatory authorities to the extent necessary;

g. Appointment of the Compliance Officer;

h. Entering into all Issue relating agreements, including for the appointment of the Bankers to the Issue, Syndicate Bankers, and the Underwriters

i. Enter into agreements with advertising agency, printers, paying, transfer and conversion agents, listing agents, trustees and any other agencies or persons in relation to the Issue;

j. Pay commissions, fees, remunerations, expenses and any other charges to the above agencies / persons and to give them such directions and instructions as it may deem fit from time to time

k. Responding to queries from ROC, SEBI, Depository, Stock exchanges and other regulatory bodies and also signing of necessary documents relating to the same

l. Make applications to one or more stock exchange(s) in India for listing of the equity shares of the Company and to execute and deliver necessary documents in connection thereto;

m. Operate on behalf of the Company the bank account(s) that may be opened with any bank(s) in India for and in connection with the Issue;

n. Take all such actions and give all such directions as may be necessary and desirable and also to settle any question or difficulty or doubts that may arise in regard to the creation, offer, issue and allotment of the Equity Shares of the Company

Interest of Directors

All of our Directors, including our Independent Directors, may be deemed to be interested to the extent of fees, if any, payable to them for attending meetings of the Board or a committee thereof, as well as to the extent of other remuneration and reimbursement of expenses, if any, payable to them under our Articles of Association. Our Directors, including Independent Directors, may also be regarded as interested in the Equity Shares held by the companies, firms or trust, in which they are interested as directors, members, partners or trustees.

Our Directors may also be deemed to be interested to the extent of equity shares held by them, if any, and any dividend payable to them and other distributions in respect of the said Equity Shares.

Except as stated above, none of our Directors are interested in the promotion of our Company. Further, none of our Directors is directly or indirectly interested in any property acquired or proposed to be acquired by our Company in the two years preceding the date of this Draft Red Herring Prospectus or in any property proposed to be acquired by our Company.

Except as otherwise stated in the chapter entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus, our Company has not entered into any contract, agreements or arrangements during the two years preceding the date of this Draft Red Herring Prospectus, in which our Directors are interested directly or indirectly and no payments have been made to them in respect of such contracts, agreements or arrangements.

Bonus or profit sharing plan for our Directors

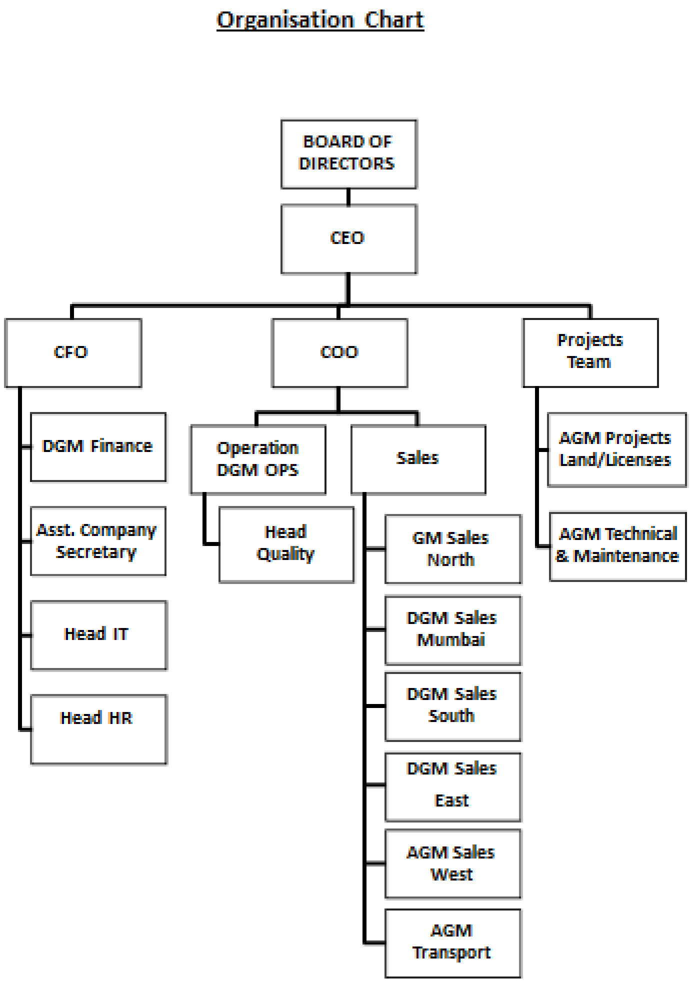
Our Company does not have any bonus or profit sharing plan for its Directors.

Changes in the Board

The following table details the changes in the composition of the Board in the three years preceding the date of this Draft Red Herring Prospectus.

Name of Director	Date of Change	Nature of Change
Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari	August 1, 2013	Appointment (Additional Director)
Mr. Michael Philip Pinto	May 8, 2013	Appointment (Additional Director)
Mr. Masakazu Sakakida	March 20, 2013	Appointment (Additional Director)
Mr. Keiichi Nakagaki	March 20, 2013	Resignation
Mr.Abraham J Tharakan	September 15, 2010	Resignation

Management Organisation Chart



Key Management Personnel

All the Key Management Personnel are permanent employees of our Company.

The details of the Key Management Personnel, as of the date of this Draft Red Herring Prospectus, are as follows:

Mr. Kannan Ravindran Naidu, aged 54, is a Wholetime Director on our Board and is our Chief Executive Officer. He joined our Company on February 15, 2007. He is a Bachelor of Commerce from the University of Bombay. He also holds a Master's degree in Computer Application. He has over 18 years of experience in the multi-modal and supply chain industry. Prior to joining our Company, he has worked in India and abroad setting up supply chain and retail ventures. During Fiscal 2013, he was paid/payable a gross compensation of ₹8.34 million.

Mr. Sundar Mangadu Agaram, aged 51, is the Chief Financial Officer, Company Secretary and Compliance Officer. He joined our Company on October 15, 2007. He is a Chartered and Cost Accountant as well as a qualified Company Secretary with 19 years of experience in the areas of audit, finance, information technology and operations. Prior to joining our Company, he was the Chief General Manager – Operations at GEIT Infoservices Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹3.97 million.

Dr. Pradeep Dubey, aged 42, is the Chief Operating Officer. He joined our Company on November 29, 2007. He holds a doctorate from the Birla Institute of Technology and Sciences, Pilani (Rajasthan). He has 13 years of experience in the logistics and supply chain industry. Prior to joining our Company, he has worked at Gati Cargo Management Services Limited, Merind Limited, South Eastern Roadways Limited, Safe Express Private

Limited V-Trains (India) Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹3.40 million.

Mr. Sanjay Sharma, aged 44, is the General Manager - Distribution (Ambient). He joined our Company on March 7, 2012. He is a Bachelor of Science from Garhwal University and holds a post graduate diploma in business administration from the Board of Technical Education, Uttar Pradesh. He also holds a certificate from IBM Global Services India for e-business application development professional programme. He has over 20 years of experience. Prior to joining our Company, he worked in Frontline Office Automation Private Limited, Sara Services & Engineers Private Limited, Gati Cargo Management Services and V-Trans (India) Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹2.05 million.

Mr. Dinesh Naranyanrao, aged 45, is the Deputy General Manager, Operations. He holds a Diploma in Business Administration from the Board of Technical Education, Karnataka and a Job Oriented Pre-University Diploma from the State Council of Vocational Education, Karnataka. He joined our Company on June 3, 2010. He has over 20 years of experience in supply chain management. Prior to joining our Company, he worked at Agility Logistics Private Limited, Kwality Biscuits, Pepsico India Holdings Private Limited, Praxiar India Private Limited, ROHM & RAAS India Private Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹1.64 million.

Mr. Shivanand N, aged 29, is the Deputy General Manager, Accounts and Finance. He holds a Bachelors of Commerce from the Bangalore University and is a Chartered and Cost Accountant. He joined our Company on September 3, 2009. He has of over 6 years of experience and has worked in the areas of audits and finance. Prior to joining our Company, he worked at Lovelock and Lewes. During Fiscal 2013, he was paid/payable a gross compensation of ₹1.53 million.

Mr. Shailesh Acharya, aged 37, joined our Company on May 25, 2007 and is the Deputy General Manager – Sales. He holds a Post Graduate Diploma in Shipping Management from the Narottam Morarjee Institute of Shipping. He has 8 years of experience in supply chain management, logistics, freight and operations management. Prior to joining our Company, he has worked with Jeena and Company. During Fiscal 2013, he was paid/payable a gross compensation of ₹1.40 million.

Mr. Debabrata Satpathy, aged 39, joined our Company on May 20, 2008 and is the Deputy General Manager, East. He holds a Bachelor of Commerce from the Behrampur University. He has 15 years of experience in logistics management, warehouse management and industrial relations. Prior to joining our Company, he worked at Himadri Chemicals and Industries Limited, South Eastern Roadways Limited, ARC India Limited and Xenitis Infotech Private Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹1.36 million.

Mr. Nitin Bhide, aged 50, joined our Company on July 1, 2010 and is working as an Assistant General Manager. He holds a post graduate degree in Business Administration from the Institute of Management Training, Pune. He has 22 year of experience in processed food product business with extensive knowledge of strategic market planning and business processes. Prior to joining our Company, he worked at Farm Fresh Products, Godrej Agrovet Limited, Gujarat Tea Processors and Packers Limited, Fortpoint Automotive (Cars) Private Limited and Nicholas Breeders (I) Limited. During Fiscal 2013, he was paid/payable a gross compensation of ₹1.22 million.

Relationship between key management personnel

None of the Key Management Personnel are related to each other.

Shareholding of Key Management Personnel

As of the date of this Draft Red Herring Prospectus, none of the Key Management Personnel hold any Equity Shares of our Company, except as mentioned below:

Sr. No.	Name	No. of shares	Percentage of pre issue capital (%)	Percentage of post issue capital (%)
1	Mr. Kannan Ravindran Naidu	1,20,000	0.10	0.07

Sr. No.	Name	No. of shares	Percentage of pre issue capital (%)	Percentage of post issue capital (%)
2	Mr. Sundar Mangadu Agaram	80,000	0.06	0.05
3	Mr. Pradeep Dubey	50,000	0.04	0.03
4	Mr. Shivanand N	20,000	0.02	0.01
5	Mr. Debabrata Sathpathy	20,000	0.02	0.01
6	Mr. Nitin Vasant Bhide	20,000	0.02	0.01
7	Mr. Dinesh Narayanrao	20,000	0.02	0.01
8	Mr. Shailesh Acharya	20,000	0.02	0.01

Arrangements and Understanding with Major Shareholders

None of our key management personnel have been selected pursuant to any arrangement or understanding with any major shareholders, customers or suppliers of our Company, or others.

Bonus or profit sharing plan of the Key Management Personnel.

Except as stated above, our Company does not have bonus or profit sharing plan for the Key Management Personnel.

Interests of Key Management Personnel

The Key Management Personnel do not have any interest in our Company other than to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment, reimbursement of expenses incurred by them during the ordinary course of business and the Equity Shares to be allotted pursuant to the exercise of employee stock options granted pursuant to the employee stock option scheme instituted by our Company, if any. All of the Key Management Personnel may also be deemed to be interested to the extent of any dividend payable to them and other distributions in respect of such Equity Shares.

Changes in the Key Management Personnel

The changes in the Key Management Personnel in the last three years are as follows:

Name	Designation	Date of change	Reason for change
Mr. Pradeep Sonar	General Manager – Operations	October 8, 2012	Resigned
Mr. V.K. Mohan	General Manager – CA	July 4, 2012	Resigned
Mr. V.K. Mohan	General Manager – CA	April 25, 2012	Joined
Mr. Sanjay Sharma	General Manager – Marketing	March 7, 2012	Joined
Mr. Swamynathan V	Deputy General Manager – Sales & Distribution	December 16, 2010	Resigned

Employee Stock Option Scheme

The shareholders of our Company pursuant to a resolution passed at the AGM held on April 24, 2012 have, in terms of section 81(1A) of the Companies Act, approved the ESOP 2012. For details in relation to the employee stock option plan of our Company, please see the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus.

Payment or Benefit to officers of our Company

Except as stated otherwise in this Draft Red Herring Prospectus, no consideration or benefit has been paid or given or is intended to be paid or given to any of our Company's employees including the Key Management Personnel and our Directors. Further, except statutory benefits upon termination of their employment in the Company or retirement, no officer of our Company, including our Directors and the Key Management Personnel, are entitled to any benefits upon termination of employment.

OUR PROMOTER AND PROMOTER GROUP

Our Promoter

Gateway Distriparks Limited is the Promoter of our Company.

Gateway Distriparks Limited was incorporated as a public limited company under the Companies Act on April 6, 1994. The company received a certificate of commencement of business on October 24, 1994.

Gateway Distriparks Limited is involved in the business of Container Freight Station at Nhava Sheva, Navi Mumbai.

The registered office of Gateway Distriparks Limited is Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai – 400 707. The registered office was shifted from New Delhi to current registered office on July 28, 2006.

We confirm that the details of the permanent account number, bank account numbers, company registration number of our Promoter and the address of the Registrar of Companies where our Promoter is registered will be submitted to the Stock Exchanges on which the Equity Shares of our Company is proposed to be listed at the time of filing of this Draft Red Herring Prospectus with the Stock Exchanges.

Board of directors

The board of directors of Gateway Distriparks Limited comprises:

1. Mr. Gopinath Pillai, Chairman;
2. Mr. Prem Kishan Dass Gupta, Deputy Chairman and Managing Director;
3. Mr. Shabbir Hakimuddin Hassanbhai;
4. Mr. Sat Pal Khattar;
5. Mr. Kirpa Ram Vij;
6. Mr. Karangalpadi Jathindra Mohan Shetty;
7. Mr. Michael Philip Pinto;
8. Mr. Saroosh Cowasjee Dinshaw;
9. Mr. Arun Agarwal; and
10. Mr. Ishaan Gupta

Listing of equity shares of GDL

The equity shares of GDL are currently listed on the BSE Limited and the National Stock Exchange of India Limited.

Shareholding pattern

Shareholding pattern of Gateway Distriparks Limited as on June 30, 2013 is as follows:

Sr. No	**Category of shareholder**	**Number of shareholders**	**Total number of shares**	**Number of shares held in de materialized form**	**Total shareholding as a percentage of total number of shares**		**Shares pledged or otherwise encumbered**	
					% of shares (A+B)[1]	**% of shares (A+B+C)**	**Number of shares**	**% No. of shares**
(A)	**Shareholding of Promoter and Promoter Group**							
(1)	**Indian**							
(a)	Individuals/ Hindu Undivided Family	8	39,02,690	39,02,690	3.60	3.60	0	0.00

Sr. No	Category of shareholder	Number of shareholders	Total number of shares	Number of shares held in de materialized form	Total shareholding as a percentage of total number of shares		Shares pledged or otherwise encumbered	
					% of shares (A+B)[1]	% of shares (A+B+C)	Number of shares	% No. of shares
(b)	Central Government/ State Government(s)	0	0	0	0.00	0.00	0	0.00
(c)	Bodies Corporate	1	2,40,87,894	2,40,87,894	22.19	22.19	17000000	70.57
(d)	Financial Institutions/ Banks	0	0	0	0.00	0.00	0	0.00
(e)	Any Other (specify)							
	Any Other Total	0	0	0	0.00	0.00	0	0.00
	Sub-Total (A)(1)	9	2,79,90,584	2,79,90,584	25.78	25.78	1,70,00,000	60.73
(2)	**Foreign**							
(a)	Individuals (Non- Resident Individuals/ Foreign Individuals)	5	43,03,500	43,03,500	3.96	3.96	33,00,000	76.68
(b)	Bodies Corporate	3	1,21,33,687	1,21,33,687	11.18	11.18	0	0.00
(c)	Institutions	0	0	0	0.00	0.00	0	0.00
(d)	Qualified Foreign Investor	0	0	0	0.00	0.00	0	0.00
(e)	Any Other (specify)							
	Any Other Total	0	0	0	0.00	0.00	0	0.00
	Sub-Total (A)(2)	8	1,64,37,187	1,64,37,187	15.14	15.14	33,00,000	20.08
	Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	17	4,44,27,771	4,44,27,771	40.93	40.93	2,03,00,000	45.69
(B)	**Public shareholding[3]**							
(1)	**Institutions**							
(a)	Mutual Funds/ UTI	23	1,07,42,617	1,07,42,617	10.97	10.97	0	0.00
(b)	Financial Institutions/ Banks	7	67,90,862	67,90,862	6.26	6.26	0	0.00
(c)	Central Government/ State Government(s)	0	0	0	0.00	0.00	0	0.00
(d)	Venture Capital Funds	0	0	0	0.00	0.00	0	0.00
(e)	Insurance Companies	1	2,67,492	2,67,492	0.25	0.25	0	0.00
(f)	Foreign Institutional Investors	85	2,79,96,878	2,79,96,878	25.79	25.79	0	0.00
(g)	Foreign Venture Capital Investors	0	0	0	0.00	0.00	0	0.00
(h)	Qualified Foreign Investor	0	0	0	0.00	0.00	0	0.00

Sr. No	Category of shareholder	Number of shareholders	Total number of shares	Number of shares held in de materialized form	Total shareholding as a percentage of total number of shares		Shares pledged or otherwise encumbered	
					% of shares (A+B)[1]	% of shares (A+B+C)	Number of shares	% No. of shares
(i)	Any Other (specify)							
	Any Other Total	0	0	0	0.00	0.00	0	0.00
	Sub-Total (B)(1)	116	4,57,97,849	4,57,97,849	42.19	42.19	0	0.00
(2)	**Non-institutions**							
(a)	Bodies Corporate	754	42,19,358	42,19,358	3.89	3.89	0	0.00
(b)	Individuals							
(i)	Individual shareholders holding nominal share capital up to Rs. 1 lakh	35,965	75,26,804	75,25,678	6.93	6.93	0	0.00
(ii)	Individual shareholders holding nominal share capital in excess of Rs. 1 lakh	52	17,93,750	17,93,750	1.65	1.65	0	0.00
(c)	Qualified Foreign Investor	0	0	0	0.00	0.00	0	0.00
(d)	Any Other (specify)							
	Independent Directors	5	13,36,813	13,36,813	1.23	1.23	NA	NA
	NRIs	655	32,42,935	32,42,935	2.99	2.99	NA	NA
	Clearing Members & Trusts	173	2,12,054	2,12,054	0.20	0.20	NA	NA
	Any Other Total						0	0.00
	Sub-Total(B)(2)	37,604	1,83,31,714	1,83,31,714	16.89	16.89	0	0.00
	Total Public Shareholding (B)= (B)(1)+(B)(2)	37,720	6,41,29,563	6,41,28,325	59.07	59.07	0	0.00
	TOTAL(A)+(B)	37,737	10,85,57,334	10,85,56,096	100.00	100.00	2,03,00,000	18.70
(C)	**Shares held by Custodians and against which Depository Receipts have been issued**							
C1	Promoter and Promoter group	0	0	0		0.00	0	0.00
C2	Public	0	0	0		0.00	0	0.00
	Total C=C1+C2	0	0	0		0.00	0	0.00
	GRAND TOTAL (A)+(B)+(C)	37,737	10,85,57,334	10,85,56,096	N.A.	100.00	2,03,00,000	18.70

Financial Performance

The brief financial details of Gateway Distriparks Limited, for Fiscal 2011, Fiscal 2012 and Fiscal 2013, derived from its audited financial statements on a standalone basis, are set forth below:

(in ₹ millions)

Particulars	As at and for the year ended March 31, 2011	As at and for the year ended March 31, 2012	As at and for the year ended March 31, 2013
Revenue from Operations & Other Income	1,915.03	2,348.13	2,141.37
Profit After Tax	848.35	820.11	575.55

Particulars	As at and for the year ended March 31, 2011	As at and for the year ended March 31, 2012	As at and for the year ended March 31, 2013
Equity Capital	1,080.00	1,082.78	1,085.05
Reserves and Surplus	5,709.65	5,805.05	5,520.54
Basic EPS (in ₹)	7.86	7.59	5.31
Diluted EPS (in ₹)	7.85	7.57	5.31
Book value per share (in ₹)	62.87	63.61	60.88

Changes in the management and control

There has been no change in control of the management of Gateway Distriparks Limited in the three years preceding the filing of this Draft Red Herring Prospectus.

Promoter and Promoter Group of Gateway Distriparks Limited

The following persons have been disclosed as GDL's promoter and promoter group in its disclosures to the Stock Exchanges under Clause 35 of the Equity Listing Agreement:

Companies forming part of the promoter and promoter group disclosures under Clause 35 of the Equity Listing Agreement:

1. Prism International Private Limited;
2. Windmill International Pte. Limited;
3. KSP Logistics Limited; and
4. Parameswara Holdings Limited

Individuals forming part of the promoter and promoter group disclosures under Clause 35 of the Equity Listing Agreement:

1. Mr. Gopinath Pillai;
2. Mr. Prem Kishan Dass Gupta;
3. Mr. Sat Pal Khattar;
4. Mr. Ho Peng Cheong;
5. Mr. Arun Agarwal;
6. Mrs. Mamta Gupta;
7. Mr. Ishaan Gupta; and
8. Mr. Samvid Gupta.

Natural persons in control of the corporate promoters of Gateway Distriparks Limited:

Name of the corporate promoter	Natural person in control
Prism International Private Limited	Mr. Prem Kishan Dass Gupta
Windmill International Pte. Limited	Mr. Gopinath Pillai and Mr. Sat Pal Khattar
KSP Logistics Limited	Mr. Gopinath Pillai and Mr. Sat Pal Khattar
Parmeswara Holdings Limited	Mr. Sat Pal Khattar

Details of natural persons in control of the corporate promoters of Gateway Distriparks Limited

Name	Passport Number	PAN Number	Photograph
Mr. Gopinath Pillai	E1863903A	ALLPP7594G	

Mr. Prem Kishan Dass Gupta	H3802063	AAKPG2127J	
Mr. Sat Pal Khattar	E0788696K	ARCPK9611J	

Interests of Promoter and Promoter Group

Our Promoter is interested in our Company to the extent that it is the Promoter of the Company, its shareholding and the dividend payable, if any and other distributions in respect of the Equity Shares held by it. Our Promoter is entitled to be reimbursed the amount of ₹1,180 million in the event the guarantees given by them for our Company's borrowings is invoked. Directors of our Promoter hold 2,240,101 Equity Shares of our Company, including 101 Equity Shares held by Mr. Prem Kishan Dass Gupta jointly with our Promoter. Directors of our Promoter also hold 360,000 stock options under the Employee Stock Option Plan 2012. For details of the shareholding of our Promoter in our Company, please see the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus.

Except as stated in the section entitled '*Financial Statements of our Company*' and under the heading '*Summary of key arrangements*' in the chapter entitled '*History and Certain Corporate Matters*' on page 157 and 124 respectively, our Company has not entered into any contract, agreements or arrangements in which our Promoter is directly or indirectly interested and no payments have been made to our Promoter in respect of the contracts, agreements or arrangements which are proposed to be made with them.

Neither our Promoter nor any member of our Promoter Group has any interest in the property acquired by our Company within two years preceding the date of this Draft Red Herring Prospectus or proposed to be acquired by our Company.

Neither our Promoter nor any member of our Promoter Group has any interest in any transaction for acquisition of land, construction of building or supply of machinery.

Our Promoter has provided several corporate guarantees in favour of HDFC Bank Limited and International Finance Corporation for an amount aggregating ₹730 million and ₹450 million, respectively. The said guarantees are valid and subsisting as of July 31, 2013. For details of the credit facilities availed by us, please see the chapter entitled '*Financial Indebtedness*' on page 214 of this Draft Red Herring Prospectus.

Payment of benefits to our Promoter or Promoter Group

Except as stated in the chapter entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus, there has been no payment of benefits to our Promoter or Promoter Group during the two years preceding the filing of this Draft Red Herring Prospectus.

Other Confirmations

Our Promoter is neither a sick company within the meaning of SICA nor has any winding up proceedings been initiated against them.

No application has been made to RoC for striking off the name of our Promoter. Additionally, neither our Promoter nor any of our Group Companies have become defunct in the five years preceding the filing of this Draft Red Herring Prospectus

Neither our Promoter nor any member of our Promoter Group has been declared as a wilful defaulter by the RBI or any other government authority and there are no violations of securities laws committed by our Promoter in the past and no proceedings for violation of securities laws (in India or overseas) committed by our Promoter in the past or are pending against them.

Further, none of our Promoter or our Promoter Group or our Directors has been debarred or restrained from accessing the capital markets for any reasons by SEBI or any other entity.

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

No show cause notice has been issued to our Promoter the SEBI.

No prosecution proceedings have been initiated by the SEBI against our Promoter.

Common Pursuits

Our Promoter does not have any interest in any venture that is involved in any activities similar to those conducted by our Company.

Companies with which our Promoter have disassociated in the last three years

Our Promoter has not disassociated from any company during the preceding three years from the date of this Draft Red Herring Prospectus:

Change in the management and control of our Company

There has been no change in the management and control of our Company.

Promoter Group

In addition to our Promoter, the following companies forms part of our Promoter Group:

1. Prism International Private Limited;
2. Gateway Distriparks (South) Private Limited;
3. Gateway East India Private Limited;
4. Gateway Rail Freight Limited;
5. Gateway Distriparks (Kerala) Limited;
6. Container Gateway Limited (Subsidiary of Gateway Rail Freight Limited); and
7. Chandra CFS and Terminal Operators Limited (Subsidiary of Gateway Distriparks (South) Limited).

OUR GROUP COMPANIES

The Group Companies of our Company are as follows:

Sr. No.	Name of the Company
1.	Gateway Distriparks (South) Private Limited
2.	Gateway East India Private Limited
3.	Gateway Rail Freight Limited
4.	Gateway Distriparks (Kerala) Limited
5.	Container Gateway Limited (Subsidiary of Gateway Rail Freight Limited)
6.	Chandra CFS and Terminal Operators Limited (Subsidiary of Gateway Distriparks (South) Limited)

The details of our Group Companies are set forth below:

1. Gateway Distriparks (South) Private Limited (formerly, Indev Warehouse and Container Services Private Limited)

Corporate Information

Gateway Distriparks (South) Private Limited was incorporated as Indev Warehouse and Container Services Private Limited on August 8, 1994. The name of the company was subsequently changed to Gateway Distriparks South Private Limited on May 10, 2005.

The registered office of Gateway Distriparks (South) Private Limited is located at No. 200, Poonneri High Road, New Manali, Chennai 600 103. The registered office was changed from Karnataka to Tamil Nadu in June, 2012.

Gateway Distriparks (South) Private Limited is engaged in the business of operating a customs notified Container Freight Station.

Interest of our Promoter

Gateway Distriparks Limited holds 99,000 equity shares of ₹100 each constituting 99% interest in Gateway Distriparks (South) Private Limited as on July 31, 2013.

Further, the board of directors of Gateway Distriparks Limited and Gateway Distriparks (South) Private Limited have by their resolutions dated February 6, 2013 and February 4, 2013, respectively, approved the merger of Gateway Distriparks (South) Private Limited with Gateway Distriparks Limited. The appointed date of the merger is April 1, 2013. Pursuant to the scheme coming into effect, the shares of Gateway Distriparks (South) Private Limited will stand cancelled and the entire undertaking shall stand transferred to Gateway Distriparks Limited.

Financial Information

(in ₹ millions, except per share data)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	9.90	9.90	9.90
Reserves (excluding revaluation reserves)	446.26	637.16	828.01
Sales	401.79	662.59	656.72
Profit After Tax	113.46	190.90	190.84
Basic and Diluted EPS (in ₹)	1146.08	1928.33	1927.73
Book value per share (in ₹)	4,607.69	6,536.02	8,463.75

2. Gateway East India Private Limited

Corporate Information

Gateway East India Private Limited was incorporated in the name of Viking Exim Ventures Private Limited on May 11, 1994. The name of the company was subsequently changed to Gateway East India Private Limited on June 15, 2004.

The registered office of Gateway East India Private Limited is located at Container Freight Station, VPT – Exim Pak, Opposite GAIL, Sheela Nagar, Visakhapatnam – 530 012.

Gateway East India Private Limited is engaged in the business of operating a customs notified Container Freight Station.

Interest of our Promoter

Gateway Distriparks Limited holds 8,000,000 equity shares of ₹10 each constituting 100% interest in Gateway East India Private Limited as on July 31, 2013.

Financial Information

(in ₹ millions, except per share data)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	80.00	80.00	80.00
Reserves (excluding revaluation reserves)	63.55	117.80	242.99
Sales	128.26	201.01	362.26
Profit After Tax	11.03	54.26	125.19
Basic and Diluted EPS (in ₹)	1.38 and 1.17	6.78 and 5.75	15.65
Book value per share (in ₹)	17.94	24.73	40.37

3. Gateway Rail Freight Limited

Corporate Information

Gateway Rail Freight Limited (**GRFL**) was incorporated on July 12, 2005 as Rag Freight Services Private Limited, a private limited company under the Companies Act, 1956. The name of the company was subsequently changed to Gateway Rail Freight Private Limited on August 17, 2006 and thereafter, to Gateway Rail Freight Limited on April 16, 2007 subsequent to conversion into a public company.

GRFL changed its registered office on May 1, 2011 to 206-207, 2nd Floor, Southern Park, Saket District Centre, Saket, New Delhi – 100 017.

GRFL in engaged in the business of providing Inter – Modal Logistics Solutions through setting up of Inland Container Depots and Domestic Inter-Modal Terminals at various places in India and owning and operating Container trains as a Category 1 operator in Indian Railways under the applicable policy of Indian Railways.

Interest of our Promoter

Gateway Distriparks Limited holds 198,100,000 equity shares of ₹10 each constituting 98.31% interest in Gateway Rail Freight Limited as on July 31, 2013.

(in ₹ millions, except per share data)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	2,015.00	2015.00	2,015.00
Reserves (excluding revaluation reserves)	(507.10)	(279.65)	0.24
Sales	3,202.90	4,495.51	5,356.92

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Profit After Tax	(39.91)	227.45	279.89
Basic EPS (in ₹)	(0.20)	1.13	1.39
Diluted EPS (in ₹)	(0.20)	0.57	0.70
Book value (in ₹)	0.20	0.57	0.7

4. Gateway Distriparks (Kerala) Limited

Corporate Information

Gateway Distriparks (Kerala) Limited, was incorporated as Gateway Distriparks (Kerala) Private Limited on August 22, 2006 and was converted into a public limited company on March 30, 2007.

The registered office of Gateway Distriparks (Kerala) Limited is located at Door No. 26/1804, Chakiat House, Subramanian Road, P O Box 525, Willingdon Island PO, Cochin – 682 003.

Gateway Distriparks (Kerala) Limited is engaged in the business of operating a customs notified Container Freight Station.

Interest of our Promoter

Gateway Distriparks Limited holds 13,830,000 equity shares of ₹10 each constituting 60% interest in Gateway Distriparks (Kerala) Limited as on July 31, 2013.

Financial Information

(₹ in millions, except per share data)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	0.50	230.50	230.50
Reserves (excluding revaluation reserves)	(3.19)	(3.23)	(4.10)
Sales	0	0	6.73
Profit After Tax	(0.23)	(0.04)	(0.86)
Basic and Diluted EPS (in Rs)	(4.57)	(0.002)	(0.04)
Book value (in Rs)	(53.78)	9.86	9.82

5. Container Gateway Limited

Corporate Information

Container Gateway Limited was incorporated on June 29, 2007 as a public limited company under the Companies Act, 1956.

The registered office of Container Gateway Limited is located at Via Patudi Road, Wazipur Morh, Near Garhi Harsaru Railway Station, Gurgaon – 122 505.

Container Gateway Limited is engaged in the business of managing the existing road/rail linked Container Terminal at Garhi Harsaru and in setting up, managing and operating rail-linked container terminals with container freight stations for facilitating export from inland locations and for developing, equipping, managing, acquiring, establishing custom bounded warehouses, container freight stations, container depots and transportation facilities. The Company is yet to start its commercial operations.

Interest of our Promoter

Gateway Distriparks Limited holds 51% of Container Gateway Limited through Gateway Rail Freight Limited. Gateway Rail Freight Limited holds 50997 equity shares of ₹10 each constituting 50.97% in Container Gateway Limited.

Financial Information

(*₹ in millions, except per share data*)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	1.00	1.00	1.00
Reserves (excluding revaluation reserves)	-	-	-
Sales	-	-	-
Profit After Tax	-	-	-
Basic and Diluted EPS (in ₹)	-	-	-
Book value (in ₹)	-	-	-

6. Chandra CFS and Terminal Operators Limited

Corporate Information

Chandra CFS and Terminal Operators Limited was incorporated on July 21, 2005. The registered office of Chandra CFS and Terminal Operators Limited changed from Kakinada to VPT EXIM Park, Sheela Nagar, Vishakapatnam 530 012 on February 4, 2013.

The registered office of Chandra CFS and Terminal Operators Limited is located at Container Freight Station, VPT – Exim Park, Opposite GAIL, Sheela Nagar, Visakhapatnam – 530 012.

Chandra CFS and Terminal Operators Limited is engaged in the business of operating a customs notified Container Freight Station.

Interest of our Promoter

Gateway Distriparks holds indirectly holds 100% of Chandra CFS and Terminal Operators Limited through Gateway Distriparks (South) Private Limited as on July 31, 2013. Gateway Distriparks (South) Private Limited holds 1,750,945 equity shares of ₹100 each constituting 100% of Chandra CFS and Terminal Operators Limited as on July 31, 2013.

Financial Information

(in ₹ millions, except per share data)

Particulars	March 31, 2011	March 31, 2012	March 31, 2013
Equity Capital	115.36	124.81	175.09
Reserves (excluding revaluation reserves)	(75.91)	(90.64)	(104.01)
Sales	17.30	33.00	41.82
Profit After Tax	(14.01)	(14.72)	(13.36)
Basic and Diluted EPS (in ₹)	(13.15)	(12.47)	(7.63)
Book value (in ₹)	35.86	27.38	40.60

Group Companies with negative networth

None of our Group Companies have negative networth in the last audited financial year.

Common Pursuits amongst our Group Companies with our Company

There are no common pursuits amongst any of our Group Companies and our Company.

Related Business Transactions within our Group Companies and Significance on the Financial Performance of our Company

There are no related business transactions amongst any of our Group Companies and our Company.

For details, please see the chapter entitled '*Related Party Transactions*' on page 155 of this Draft Red Herring Prospectus.

Sale/ Purchase between Group Companies

Other than as disclosed in the section entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus, our Company does not have any sales/purchase arising out of any transaction with any Group Company exceeding in value an aggregate of 10% of total sales or purchase of our Company during the financial years 2013, 2012, 2011, 2010 and 2009.

Interests of Group Companies

None of our Group Companies have any interest in our Company.

None of our Group Companies have any interest in the promotion of our Company.

None of our Group Companies have any interest in the acquisition of land, construction of building and supply of machinery undertaken by our Company.

None of our Group Companies are interested in any property acquired by our Company within the last two years of filing of this Draft Red Herring Prospectus or proposed to be acquired by our Company.

Except as states in '*Financial Statements of our Company*' on page 157, none of our Group Companies have had any transactions with our Company in the last three years.

No part of the Issue Proceeds is payable to any of our Group Companies.

Companies with which our Promoter have disassociated in the last three years

Our Promoter has not disassociated from any company during the preceding three years from the date of this Draft Red Herring Prospectus.

Other Confirmations

None of our Group Companies is a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor are they under the process of winding up.

All our Group Companies are unlisted companies and they have not made any public issue of securities in the preceding three years.

None of our Group Companies, for which an application was made to the concerned Registrar of Companies for striking off the name of the company during the five years preceding the date of filing this Draft Red Herring Prospectus, have remained defunct.

Except for Gateway Distriparks (Kerala) Limited and Chandra CFS and Terminal Operators Limited, none of our Group Companies have made a loss in the year immediately preceding the filing of this Draft Red Herring Prospectus.

None of our Group Companies are prohibited from accessing the capital markets for any reason by SEBI or any other authority.

RELATED PARTY TRANSACTIONS

For details of the related party disclosures, as per the requirements under Accounting Standard 18 '*Related Party Disclosures'* issued by the Institute of Chartered Accountants in India and as reported in the restated financial information, please see the chapter entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus.

DIVIDEND POLICY

The Company has formally adopted a policy governing the payment of dividends and other distributions to its shareholders in its Articles providing for payment of dividend in accordance with the Act where (i) retained earnings are not needed for the expansion of the existing business or the acquisition of new business of the Company; (ii) cash is available to make such distributions without the assumption of debts; and (iii) such distribution or profit will not lead to a need of a capital increase.

The declaration and payment of dividends will be recommended by our Board of Directors and approved by the shareholders of our Company, at their discretion, subject to the provisions of the Articles of Association and the Companies Act. The dividend, if any, will depend on a number of factors, including but not limited to the future expansion plans and capital requirements, profit earned during the financial year, liquidity and applicable taxes including dividend distribution tax payable by our Company. . In addition, our ability to pay dividends may be impacted by a number of factors, including restrictive covenants under the loan or financing arrangements our Company may enter into to finance our fund requirements for our business activities

We have not declared any dividends for the five years preceding the filing of this Draft Red Herring Prospectus.

SECTION V: FINANCIAL INFORMATION

FINANCIAL STATEMENTS OF OUR COMPANY

To
The Board of Directors
Snowman Logistics Limited
Snowman House
54, Old Madras Road, Virgo Nagar,
Bangalore - 560 049
India

Auditors' Report on Restated Financial Information in connection with the Initial Public Offering of Snowman Logistics Limited

Dear Sirs,

1. This report is issued in accordance with the terms of our agreement dated July 8, 2013.

2. The accompanying restated financial information, expressed in Indian Rupees, in Millions of Snowman Logistics Limited (hereinafter referred to as the "Company"), comprising Financial Information in paragraph A below and Other Financial Information in paragraph B below (hereinafter together referred to as "Restated Financial Information"), has been prepared by the management of the Company in accordance with the requirements of paragraph B (1) of Part II of Schedule II to the Companies Act, 1956 (hereinafter referred to as the "Act") and Item (IX) of Part (B) of Schedule VIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (the "SEBI Regulations") issued by the Securities and Exchange Board of India (the "SEBI") in connection with the Proposed Initial Public Offering of Equity Shares of the Company (the "Issue") and has been approved by the IPO Committee and initialled by us for identification purposes. For the purposes of our examination, we have placed reliance on:

   i) the audited financial statements of the Company for the year ended March 31, 2013, expressed in Indian Rupees, on which we have expressed an unmodified audit opinion vide our report dated May 8, 2013; and
   ii) the audited financial statements of the Company for the years ended March 31, 2009, 2010, 2011 and 2012,
   all expressed in Indian Rupees, on which another firm of Chartered Accountants has expressed a qualified audit opinion dated June 23, 2009 and unmodified audit opinions, vide their reports dated June 29, 2010, June 13, 2011 and May 25, 2012, June 13, 2011, respectively.

Management' s Responsibility for the Restated Financial Information

3. The preparation of the Restated Financial Information, which is to be included in the Draft Red Herring Prospectus ("DRHP"), is the responsibility of the management of the Company and has been approved by the IPO Committee of the Board of Directors of the Company at its meeting held on August 29, 2013, for the purpose set out in paragraph 13 below. The Board of Directors' responsibility includes designing, implementing and maintaining internal control relevant to the preparation and presentation of the Restated Financial Information. The Board of Directors is also responsible for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities.

Auditors' Responsibilities

4. Our work has been carried out in accordance with Standards on Auditing, as per the (Revised) Guidance Note on Reports in Company Prospectuses issued by the Institute of Chartered Accountants of India and pursuant to the requirements of Schedule II to the Act. Our work was performed solely to assist you in meeting your responsibilities in relation to your compliance with the Act and the SEBI Regulations in connection with the Issue.

A. Financial Information as per audited financial statements:

5. We have examined the following summarized financial statements of the Company contained in Restated Financial Information of the Company:

    a) the "Restated Statement of Assets and Liabilities" as at March 31, 2013, March 31, 2012, March 31, 2011, March, 31, 2010 and March 31, 2009 (enclosed as Annexure I);
    b) the "Restated Statement of Profit and Loss " for the years ended March 31, 2013, March 31, 2012, March 31, 2011, March 31, 2010 and March 31, 2009 (enclosed as Annexure II); and
    c) the "Restated Statement of Cash Flows" for the years ended March 31, 2013, March 31, 2012, March 31, 2011, March 31, 2010 and March 31, 2009, (enclosed as Annexure III).

6. The Restated Financial information, expressed in Indian Rupees, in Millions, has been derived from the audited financial statements of the Company, read with paragraph 7 below, as at and for the years ended March 31, 2013, March 31, 2012, March 31, 2011, March 31, 2010 and March 31, 2009, all of which were, expressed in Indian Rupees.

7. We draw your attention to the following :
    a) The Restated Financial Information should be read in conjunction with the basis of preparation and significant accounting policies given in Annexure IV (as described in paragraph 9(i));
    b) The Restated Financial Information does not contain all the disclosures required by the Accounting Standards referred to in sub-section (3C) of section 211 of the Act.

8. We have not audited any financial statements of the Company as of any date or for any period subsequent to March 31, 2013. Accordingly, we do not express any opinion on the financial position, results or cash flows of the Company as of any date or for any period subsequent to March 31, 2013.

B. Other Financial Information:

9. At the Company's request, we have also examined the following Other Financial Information relating to the Company as at and for the years ended March 31, 2013, March 31,2012, March 31, 2011, March 31, 2010 and March 31, 2009, proposed to be included in the DRHP, prepared by the Management of the Company and as approved by the Board of Directors of the Company and annexed to this report:

    i) Significant Accounting Policies as enclosed in Annexure IV
    ii) Notes to the Restated Financial Information as enclosed in Annexure V
    iii) Statement of Adjustments to Audited Financial Statements as enclosed in Annexure VI
    iv) Restated Statement of Trade Receivables as enclosed in Annexure VII
    v) Restated Statement of Loans and Advances as enclosed in Annexure VIII
    vi) Restated Statement of Secured Borrowings as enclosed in Annexure IX
    vii) Restated Statement of Principal Terms of Secured Borrowings outstanding as at March 31, 2013 as enclosed in Annexure IX (A)
    viii) Restated Statement of Other Income as enclosed in Annexure X
    ix) Restated Statement of Accounting Ratios as enclosed in Annexure XI
    x) Restated Statement of Capitalisation as enclosed in Annexure XII
    xii) Restated Statement of Tax Shelter as enclosed in Annexure XIII

10. We have no responsibility to update our report for events and circumstances occurring after the date of the report.

Opinion

11. In our opinion:

    i) the Restated Financial Information of the Company, as attached to this report and as mentioned in paragraphs A and B above, read with basis of preparation and respective significant accounting policies have been prepared in accordance with Part II of Schedule II to the Act and the SEBI Regulations;
    ii) adjustments have been made with retrospective effect to reflect the changes in accounting policies of the Company (as disclosed in Annexure IV to this report) to reflect the same accounting treatment as per the accounting policies as at March 31, 2013 for all the reporting periods;

iii) the material adjustments relating to previous years have been adjusted in the year to which they relate;
iv) the adjustments relating to the qualifications in the auditors' report have been incorporated in the year to which they relate; and
v) there are no extra-ordinary items which need to be disclosed separately.

12. This report should not in any way be construed as a re-issuance or re-dating of any of the previous audit reports issued by us and by another firm of chartered accountants on the financial statements of the Company.

Restriction on Use

13. This report is addressed to and is provided to enable the Board of Directors of the Company to include this report in the DRHP, prepared in connection with the proposed Initial Public Offering of Equity Shares of the Company, to be filed by the Company with SEBI and the concerned Stock Exchanges.

For Price Waterhouse
Firm Registration Number: 301112E
Chartered Accountants

Uday Shah
Partner
Membership Number: 046061

Place: Mumbai
Date: August 29, 2013

Snowman Logistics Limited, as Restated
(Formerly Snowman Frozen Foods Limited)

S. No.	Details of Restated Financial Information	Annexure Reference
1	Restated Statement of Assets and Liabilities	I
2	Restated Statement of Profit and Loss	II
3	Restated Statement of Cash Flows	III
4	Basis of Preparation and Significant Accounting Policies	IV
5	Notes to the Restated Financial Information	V
6	Statement of Adjustments to Audited Financial Statements	VI
7	Restated Statement of Trade Receivables	VII
8	Restated Statement of Loans and Advances	VIII
9	Restated Statement of Secured Borrowings	IX
10	Restated Statement of Principal Terms of Secured Borrowings outstanding as at March 31, 2013	IX (A)
11	Restated Statement of Other Income	X
12	Restated Statement of Accounting Ratios	XI
13	Restated Statement of Capitalisation	XII
14	Restated Statement of Tax Shelter	XIII

Annexure I - Restated Statement of Assets and Liabilities of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

S.No.	Particulars	Note/ Annexure	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
	Assets						
1	**Non- current assets**						
a	Fixed assets						
	Tangible assets	Note 1 of Annexure V	1,566.62	738.02	566.15	298.89	292.33
	Intangible assets		7.49	5.54	7.16	-	-
	Capital work-in-progress		319.58	101.86	53.31	87.09	48.21
	Intangible assets under development		0.92	3.32	-	3.89	-
b	Long term loans and advances	Note 1 of Annexure VIII	111.62	81.80	72.72	68.83	42.29
c	Other non current assets	Note 2 of Annexure V	1.23	2.11	-	1.75	0.97
d	Deferred tax asset (Net)	Note 19 of Annexure V	46.60	-	-	0.55	0.08
2	**Current assets**						
a	Inventories	Note 3 of Annexure V	-	0.54	-	-	-
b	Trade receivables	Annexure VII	267.69	126.76	103.10	86.14	69.19
c	Cash and bank balances	Note 4 of Annexure V	73.30	140.55	293.13	439.71	247.26
d	Short-term loans and advances	Note 2 of Annexure VIII	44.05	10.12	10.78	32.33	26.35
e	Other current assets	Note 5 of Annexure V	1.12	1.26	0.61	7.04	10.83
	Total (1+2) A		**2,440.22**	**1,211.88**	**1,106.96**	**1,026.22**	**737.51**

Annexure I - Restated Statement of Assets and Liabilities of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

S.No.	Particulars	Note/ Annexure	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
	Liabilities						
3	**Non-current liabilities**						
a	Long-term borrowings	Annexure IX & IXA	909.00	-	-	-	-
b	Deferred tax liabilities (Net)	Note 19 of Annexure V	-	44.13	10.54	-	-
c	Long-term provisions	Note 6 of Annexure V	3.71	2.41	1.25	0.98	1.04
4	**Current liabilities**						
a	Trade payables	Note 7 of Annexure V	53.31	30.66	19.74	27.04	15.97
b	Other current liabilities	Note 8 of Annexure V	181.61	46.09	38.98	24.68	26.09
c	Short-term provisions	Note 9 of Annexure V	0.84	1.43	0.18	0.82	0.81
	Total (3+4) B		**1,148.47**	**124.72**	**70.69**	**53.52**	**43.91**
	Net Worth (A-B)		**1,291.75**	**1,087.16**	**1,036.27**	**972.70**	**693.60**
	Net Worth represented by:						
a	Share capital	Note 10 of Annexure V	1,029.07	1,029.07	1,029.07	1,029.07	823.37
b	Reserves and surplus	Note 11 of Annexure V	262.68	58.09	7.20	(56.37)	(129.77)
	Net Worth		**1,291.75**	**1,087.16**	**1,036.27**	**972.70**	**693.60**

The above statement should be read with the Basis of Preparation and Significant Accounting Policies appearing in Annexure IV, Notes to the Restated Financial Information appearing in Annexure V and Statement of Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure II - Restated Statement of Statement of Profit and Loss of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	Note/ Annexure	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Revenue						
Revenue from operations	Note 12 of Annexure V	1,136.95	613.96	451.66	345.70	316.34
Other Income	Annexure X	4.08	28.02	24.23	23.33	31.54
Total Revenue (A)		**1,141.03**	**641.98**	**475.89**	**369.03**	**347.88**
Expenses						
Operating expenses	Note 13 of Annexure V	652.01	318.64	235.92	178.70	179.70
Purchases of Stock-in-Trade		8.23	3.87	-	-	-
Changes in inventories of Stock-in-Trade	Note 14 of Annexure V	0.54	(0.54)	-	-	-
Employee benefits expense	Note 15 of Annexure V	129.32	97.65	71.03	60.79	57.69
Finance costs	Note 16 of Annexure V	23.99	0.53	0.06	0.24	0.35
Depreciation and amortization expense	Note 17 of Annexure V	90.71	58.77	40.21	36.10	34.06
Other expenses	Note 18 of Annexure V	91.88	65.41	54.68	51.84	59.71
Total Expenses (B)		**996.68**	**544.33**	**401.90**	**327.67**	**331.51**
Profit before tax (A-B)		**144.35**	**97.65**	**73.99**	**41.36**	**16.37**

Annexure II - Restated Statement of Statement of Profit and Loss of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	Note/ Annexure	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Tax expenses						
Current tax (MAT)	Note 20 of Annexure V	44.62	4.86	9.24	-	-
MAT Credit Entitlement		-	(4.86)	(9.24)	-	-
Fringe Benefit tax		-	-	-	-	1.29
Deferred tax		(90.23)	34.09	9.54	-	-
Profit for the year		**189.96**	**63.56**	**64.45**	**41.36**	**15.08**
Profit for the year before Restatement Adjustments		**189.96**	**63.56**	**64.45**	**41.36**	**15.08**
Restatement Adjustments:						
(i) Adjustments on account of audit qualifications	Annexure VI	-	-	-	2.66	(2.66)
(ii) Other material adjustments relating to previous years	Annexure VI	14.13	(13.17)	0.67	(4.03)	(5.25)
(iii) Deferred tax adjustments [credit/(charged)]	Annexure VI	0.50	0.50	(1.55)	0.47	2.69
Net Profit as Restated		**204.59**	**50.89**	**63.57**	**40.46**	**9.86**

The above statement should be read with the Basis of Preparation and Significant Accounting Policies appearing in Annexure IV, Notes to the Restated Financial Information appearing in Annexure V and Statement of Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure III - Restated Statement of Cash Flows of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
A.	**Cash flow from operating activities**					
	Restated Profit before tax	144.38	98.22	75.02	39.99	8.46
	Adjustments for :					
	Depreciation	90.71	58.77	40.21	36.10	34.06
	Liabilities no longer required written back	-	(0.83)	(3.25)	(0.58)	(1.40)
	Provision for Doubtful Debts and Advances	18.96	10.17	10.17	11.89	20.48
	Assets/investments written off	0.62	0.69	0.34	0.18	0.02
	Loss on Consignment business	-	-	-	-	6.39
	Bad Debts/Irrecoverable advances written off	-	0.14	2.21	2.09	0.82
	(Profit) / Loss on sale of fixed assets	(1.21)	(0.76)	-	(0.02)	0.88
	Interest received	(1.99)	(19.30)	(23.46)	(18.43)	(23.09)
	Interest paid	23.03	0.29	0.06	0.24	0.35
	Operating profit before working capital changes	**274.50**	**147.39**	**101.30**	**71.46**	**46.97**
	Changes in Working Capital:					
	(Increase) / decrease in inventories	0.54	(0.54)	-	-	-
	(Increase) / decrease in trade receivables	(159.88)	(33.97)	(29.34)	(30.93)	6.03
	(Increase) / decrease in loans and advances	(75.02)	(13.36)	29.02	(26.68)	(24.73)
	Increase in current liabilities	117.86	21.28	9.88	10.96	1.28
	Cash generated from operations	**158.00**	**120.80**	**110.86**	**24.81**	**29.55**
	Direct taxes paid (net of refunds)	(18.39)	(10.90)	(9.94)	(5.86)	(14.76)
	Net cash generated from operating activities (A)	**139.61**	**109.90**	**100.92**	**18.95**	**14.79**

Annexure III - Restated Statement of Cash Flows of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
B.	**Cash flow from investing activities**					
	Purchase of tangible/intangible assets	(1,137.86)	(283.95)	(277.33)	(85.78)	(65.01)
	Sale of Fixed Assets	1.89	3.11	-	0.21	3.63
	Interest received	2.14	18.65	29.89	21.42	19.60
	Net cash from / (used in) investing activities (B)	**(1,133.83)**	**(262.19)**	**(247.44)**	**(64.15)**	**(41.78)**
C.	**Cash flow from financing activities**					
	Repayment of long term borrowings	-	-	-	(0.76)	(1.96)
	Proceeds from long term borrowings	950.00	-	-	-	-
	Proceeds from issue of shares	-	-	-	248.90	-
	Share expenses set off against Share Premium	-	-	-	(10.25)	-
	Interest paid	(23.03)	(0.29)	(0.06)	(0.24)	(0.35)
	Net cash from / (used in) financing activities (C)	**926.97**	**(0.29)**	**(0.06)**	**237.65**	**(2.31)**
	Net increase/(decrease) in Cash and Cash Equivalents (A+B+C)	**(67.25)**	**(152.58)**	**(146.58)**	**192.45**	**(29.30)**
	Cash and Cash Equivalents at the beginning of the year	140.55	293.13	439.71	247.26	276.56
	Cash and Cash Equivalents at the end of the year	**73.30**	**140.55**	**293.13**	**439.71**	**247.26**
	Cash and Cash Equivalents comprises of:					
	Cash on Hand	1.49	0.28	0.28	0.30	0.23
	Cheques on Hand	4.66	3.92	0.56	0.49	4.96
	Balance with Banks					
	In current Accounts	37.70	17.04	12.06	9.28	10.43
	Deposit Accounts	20.00	110.22	270.63	424.39	225.61
	Other bank balance					
	- Long term deposits with maturity more than 3 months but less than 12 months [Refer note 2]	9.45	9.09	9.60	5.25	6.03
	Total	**73.30**	**140.55**	**293.13**	**439.71**	**247.26**

Annexure III - Restated Statement of Cash Flows of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:

1 The above Cash Flow Statement has been prepared in consonance with the requirements of Accounting Standard (AS) - 3 on Cash Flow Statements as notified under Section 211(3C) and the relevant provisions of the Companies Act, 1956 and the reallocations required for the purpose are as made by the Company.

2 Held as lien by bank against bank guarantee.

3 Previous year's figures have been regrouped/ reclassified wherever necessary to conform with current year's classification.

4 The above statement should be read with the Basis of Preparation and Significant Accounting Policies appearing in Annexure IV, Notes to the Restated Financial Information appearing in Annexure V and Statement of Adjustments to Audited Financial Statements appearing in Annexure VI.

Annexure IV- Basis of Preparation and Significant Accounting Policies

1. General Information

Snowman Logistics Limited (formerly Snowman Frozen Foods Limited) (the 'Company') is engaged in cold chain business in India. Snowman offers a range of complete and unique facilities for transportation/storage, handling and retail distribution of frozen and chilled products.

The Company had changed its name from Snowman Frozen Foods Limited to Snowman Logistics Limited and obtained a fresh certificate of incorporation dated March 17, 2011.

2. Basis of preparation:

The restated Statement of Assets and Liabilities of Snowman Logistics Limited (the "Company") as at March 31, 2013, 2012, 2011, 2010, 2009 and the restated Statement of Profit and Loss, and the restated Statement of Cash Flows for the years ended March 31, 2013, 2012, 2011, 2010, 2009 and Other Financial Information have been derived by the Management from the Audited Financial Statements of the Company for the corresponding years. The Audited Financial Statements of the Company for the corresponding years have been prepared to comply in all material respects with the General Applicable Accounting Principles in India, the applicable accounting standards u/s 211(3C) and the relevant provisions of the Companies Act, 1956, except to the extent they were qualified and necessary adjustments made for the purpose of preparing the restated Statement of Assets and Liabilities, restated Statement of Profit and Loss and restated Statement of Cash flows of the Company for the corresponding years.

These statements and other financial information were approved by the IPO Committee of the Board of Directors of the Company on August 29, 2013.

These restated financial statements and Other Financial Information have been prepared for the proposed Initial Public Offering of equity shares of the Company (referred to as the "Issue"), in accordance with the requirements of:

(a) Paragraph B (1) of Part II of Schedule II to the Companies Act, 1956 (the "Act"); and

(b) The SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 issued by the Securities and Exchange Board of India ("SEBI") on August 26, 2009, as amended from time to time (the "SEBI Regulations").

These restated financial statements and Other Financial Information have been prepared after incorporating:

(a) Adjustments for audit qualification requiring corrective adjustment in the financial statements;

(b) Adjustments for the material amounts in respective years to which they relate;

(c) Adjustments for reclassification of the corresponding items of income, expenses, assets and liabilities, in order to bring them in line with the groupings as per the audited financial statements of the Company as at and for the year ended 31 March 2013 and the requirements of the SEBI Regulations;

(d) The resultant impact of tax due to these adjustments.

All the assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule VI to the Companies Act, 1956. Based on the nature of products and the time between the acquisition of assets for processing and their realization in cash and cash equivalents, the Company has ascertained its operating cycle as 12 months for the purpose of current – non-current classification of assets and liabilities.

3. Significant accounting policies

a) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in India requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities on the date of the financial statements. Actual results could differ from those estimates. Any revision to accounting estimates is recognized prospectively in current and future periods.

b) Tangible Assets

Tangible assets are stated at acquisition cost, net of accumulated depreciation and accumulated impairment losses, if any, except in case of land, which is stated at cost. Subsequent expenditures related to an item of fixed asset are added to its book value only if they increase the future benefits from the existing asset beyond its previously assessed standard of performance. The company capitalises all costs relating to the acquisition, installation and construction of fixed assets, up to the date when the assets are ready for commercial use.

Items of fixed assets that have been retired from active use and are held for disposal are stated at the lower of their net book value and net realizable value and are shown separately in the financial statements. Any expected loss is recognised in the Statement of Profit and Loss, losses arising from the retirement of, and gains or losses arising from disposal of fixed assets which are carried at cost are recognised in the Statement of Profit and Loss.

Depreciation on additions/ deletions to fixed assets is calculated on pro-rata basis from/upto the date of such additions/ deletions. The Company provides depreciation on straight-line basis method at the rates specified under Schedule XIV to the Act. Assets individually costing less than Rs. 5,000 are fully depreciated in the year of purchase.

The leasehold land including building constructed thereon is being amortized over the lease period.

c) Intangible Assets

Intangible assets are stated at acquisition cost, net of accumulated amortization and accumulated impairment losses, if any. Intangible assets are amortised on straight-line basis over a period of 5 years, based on management estimate. The amortization period and the amortization method are reviewed at the end of each financial year.

d) Inventories

Inventories are stated at lower of cost and net realisable value. Cost includes only the purchase cost of the goods. Net realisable value is the estimated selling price in the ordinary course of business less the estimated cost of completion and the estimated costs necessary to record the sale.

e) Revenue Recognition

Income from Transportation, Storage and Handling activities are accrued on completion of the service. Income from commission on consignment sales is recognised on the completion of consignment sales.

f) Other income

Interest: Interest income is recognised on a time proportion basis taking into account the amount outstanding and the rate applicable.

g) Foreign Currency Transactions

Initial Recognition

On initial recognition, all foreign currency transactions are recorded by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

Subsequent Recognition

As at the reporting date, non-monetary items which are carried in terms of historical cost denominated in a foreign currency are reported using the exchange rate at the date of the transaction. All non-monetary items which are carried at fair value or other similar valuation denominated in a foreign currency are reported using the exchange rates that existed when the values were determined.

All monetary assets and liabilities in foreign currency are restated at the end of accounting period. With respect to long-term foreign currency monetary items, the Company has adopted the following policy:

- Foreign exchange difference on account of a depreciable asset, is adjusted in the cost of the depreciable asset, which would be depreciated over the balance life of the asset.

- In other cases, the foreign exchange difference is accumulated in a Foreign Currency Monetary Item Translation Difference Account, and amortised over the balance period of such long term asset/ liability.

A monetary asset or liability is termed as a long-term foreign currency monetary item, if the asset or liability is expressed in a foreign currency and has a term of 12 months or more at the date of origination of the asset or liability.

Exchange differences on restatement of all other monetary items are recognised in the Statement of Profit and Loss.

h) Employee Benefits

(1) Defined Contribution Plan
Contribution towards provident fund and pension scheme for employees is made to the regulatory authorities which are recognised by the Income Tax Authorities and administered through appropriate authorities, where the Company has no further obligations. Such benefits are classified as Defined Contribution Schemes as the Company does not carry any further obligations, apart from the contributions made on a monthly basis.

(2) Defined Benefit Plan
The Company provides for gratuity, a defined benefit plan (the "Gratuity Plan") covering eligible employees in accordance with the Payment of Gratuity Act, 1972. The Gratuity Plan provides a lump sum payment to vested employees at retirement, death, incapacitation or termination of employment, of an amount based on the respective employee's salary and the tenure of employment. The Company's liability is actuarially determined by an independent actuary (using the Projected Unit Credit method) at the end of each year. Actuarial losses/ gains are recognised in the Statement of Profit and Loss in the year in which they arise.

(3) Other Employee Benefits
Compensated Absences: Accumulated compensated absences, which are expected to be availed or encashed within 12 months from the end of the year are treated as short term employee benefits. The obligation towards the same is measured at the expected cost of accumulating compensated absences as the additional amount expected to be paid as a result of the unused entitlement as at the year end.

Accumulated compensated absences, which are expected to be availed or encashed beyond 12 months from the end of the year are treated as other long term employee benefits. The Company's liability is actuarially determined (using the Projected Unit Credit method) at the end of each year. Actuarial losses/ gains are recognised in the Statement of Profit and Loss in the year in which they arise.

i) Borrowing Cost

General and specific borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in the Statement of Profit and Loss in the period in which they are incurred.

j) Current and Deferred Tax

Tax expense for the period, comprising current tax and deferred tax, are included in the determination of the net profit or loss for the period. Current tax is measured at the amount expected to be paid to the tax authorities in accordance with the taxation laws prevailing in the respective jurisdictions.

Deferred tax is recognised for all the timing differences, subject to the consideration of prudence in respect of deferred tax assets. Deferred tax assets are recognised and carried forward only to the extent that there is a reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realised. Deferred tax assets and liabilities are measured using the tax rates and tax laws that have been enacted or substantively enacted by the Balance Sheet date. At each Balance Sheet date, the Company reassesses unrecognised deferred tax assets, if any.

Current tax assets and current tax liabilities are offset when there is a legally enforceable right to set off the recognised amounts and there is an intention to settle the asset and the liability on a net basis. Deferred tax assets and deferred tax liabilities are offset when there is a legally enforceable right to set off assets against liabilities representing current tax and where the deferred tax assets and the deferred tax liabilities relate to taxes on income levied by the same governing taxation laws.

Minimum Alternative Tax credit is recognised as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. Such asset is reviewed at each Balance Sheet date and the carrying amount of the MAT credit asset is written down to the extent there is no longer a convincing evidence to the effect that the Company will pay normal income tax during the specified period.

k) Leases

Assets acquired under operating leases, where a significant portion of the risk and rewards of ownership are retained by the lessor, are classified as operating leases. Lease rentals are charged to the Statement of Profit and Loss on accrual basis.

l) Employees' Stock Option Scheme

Equity settled stock options granted under "ESOP Scheme" are accounted for as per the accounting treatment prescribed by the Guidance Note on Employee Share based Payments issued by the Institute of Chartered Accountants of India. The intrinsic value of the option being excess of market value of the underlying share immediately prior to date of grant over its exercise price is recognised as deferred employee compensation with a credit to employee stock option outstanding account. The deferred employee compensation is charged to Statement of Profit and Loss on straight line basis over the vesting period of the option. The options that lapse are reversed by a credit to employee compensation expense, equal to the amortised portion of value of lapsed portion and credit to deferred employee compensation expense equal to the unamortised portion.

m) Impairment of Assets

Assessment is done at each Balance Sheet date as to whether there is any indication that an asset (tangible and intangible) may be impaired. For the purpose of assessing impairment, the smallest identifiable group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows from other assets or groups of assets, is considered as a cash generating unit. If any such indication exists, an estimate of the recoverable amount of the asset/cash generating unit is made. Assets whose carrying value exceeds their recoverable amount are written down to the recoverable amount. Recoverable amount is higher of an asset's or cash generating unit's net selling price and its value in use. Value in use is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at the end of its useful life. Assessment is also done at each Balance Sheet date as to whether there is any indication that an impairment loss recognised for an asset in prior accounting periods may no longer exist or may have decreased.

n) Provisions and Contingent Liabilities

Provisions: Provisions are recognised when there is a present obligation 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 there is a reliable estimate of the amount of the obligation. Provisions are measured at the best estimate of the expenditure required to settle the present obligation at the Balance Sheet date and are not discounted to its present value.

Contingent Liabilities: 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.

o) Cash and Cash Equivalents

In the cash flow statement, cash and cash equivalents include cash on hand, demand deposits with banks, other short term highly liquid investments with original maturities of three months or less.

p) Segment Reporting

The accounting policies adopted for segment reporting are in conformity with the accounting policies followed for the Company. Revenue and expenses have been identified to segments on the basis of their relationship to the operating activities of the segment. Revenue and expenses, which relate to the Company as a whole and are not allocable to segments on a reasonable basis, have been included under 'Unallocable corporate expenses'.

q) 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. Earnings considered in ascertaining the Company's earnings per share are the net profit for the period. The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as bonus shares, other than the conversion of potential equity shares that have changed the number of equity shares outstanding, without a corresponding change in resources. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period is adjusted for the effects of all dilutive potential equity shares.

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

1 Tangible Assets and Intangible Assets:

a For the year ended March 2013:

Tangible Assets

	Gross Block				Depreciation				Net Block	
	April 01, 2012	Additions	(Disposals) /Adjustments	March 31, 2013	April 01, 2012	For the Year	(Disposals) /Adjustments	March 31, 2013	March 31, 2013	March 31, 2012
Own Assets:										
Land [Note 1(a)]	74.02	0.25	-	74.27	-	-	-	-	74.27	74.02
Buildings [Note 2]	211.16	384.78	-	595.94	30.99	15.39	-	46.38	549.56	180.17
Plant and Equipment	652.78	438.12	(2.23)	1,088.67	290.13	47.82	(1.50)	336.45	752.22	362.65
Furniture and Fixtures	19.51	13.72	(0.24)	32.99	1.93	1.59	(0.19)	3.33	29.66	17.58
Vehicles [Note 3]	127.98	73.65	(10.92)	190.71	53.14	21.26	(10.61)	63.79	126.92	74.84
Office equipment	4.10	1.66	(0.14)	5.62	1.13	0.22	(0.08)	1.27	4.35	2.97
Computer Equipment	12.36	4.35	(2.18)	14.53	5.24	2.02	(2.04)	5.22	9.31	7.12
	1,101.91	**916.53**	**(15.71)**	**2,002.73**	**382.56**	**88.30**	**(14.42)**	**456.44**	**1,546.29**	**719.35**
Assets Under Lease										
Land on lease [Note 1(b)]	20.87	2.38	-	23.25	2.20	0.72	-	2.92	20.33	18.67
	20.87	**2.38**	**-**	**23.25**	**2.20**	**0.72**	**-**	**2.92**	**20.33**	**18.67**
Total	**1,122.78**	**918.91**	**(15.71)**	**2,025.98**	**384.76**	**89.02**	**(14.42)**	**459.36**	**1,566.62**	**738.02**
March 31, 2012	**910.74**	**232.22**	**(20.18)**	**1,122.78**	**344.59**	**57.15**	**(16.98)**	**384.76**	**738.02**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:

1(a) Includes land with book value Rs. 1.03 Million (2012: Rs. 1.03 Million) pending registration with concerned authorities.

(b) Represents payment made for acquiring land on lease at various locations for periods ranging from 20 to 99 years.

2. Includes Building with Gross Block value of Rs. 263.20 Million (2012: Rs. 86.07 Million) on lease hold land.
3. Vehicles include 'Trucks' used for cold chain transportation purposes, with gross book value of Rs. 185.56 Million (2012:Rs. 123.59 Million) and net book value Rs. 123.40 Million (2012: Rs. 74.18 Million).
4. Incidental expenditure capitalised during the year is Rs. 35.76 Million (2012:Rs. 1.59 Million).

Intangible Assets

(Rs. in Million)

	Gross Block				Amortisation				Net Block	
	April 01, 2012	Additions	(Disposals) /Adjustments	March 31, 2013	April 01, 2012	For the Year	(Disposals) /Adjustments	March 31, 2013	March 31, 2013	March 31, 2012
Computer Software	8.11	3.64	-	11.75	2.57	1.69	-	4.26	7.49	5.54
Total	**8.11**	**3.64**	**-**	**11.75**	**2.57**	**1.69**	**-**	**4.26**	**7.49**	**5.54**
March 31, 2012	**10.16**	**-**	**(2.05)**	**8.11**	**3.00**	**1.62**	**(2.05)**	**2.57**	**5.54**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

b For the year ended March 2012:

(Rs. in Million)

Tangible Assets

	Gross Block				Depreciation				Net Block	
	April 01, 2011	Additions	(Disposals) /Adjustments	March 31, 2012	April 01, 2011	For the Year	(Disposals) /Adjustments	March 31, 2012	March 31, 2012	March 31, 2011
Own Assets:										
Land [Note 1(a)]	57.72	16.30	-	74.02	-	-	-	-	74.02	57.72
Buildings [Note 2]	157.80	53.39	(0.03)	211.16	23.31	7.69	(0.01)	30.99	180.17	134.49
Plant and Equipment	567.24	87.08	(1.54)	652.78	256.48	34.89	(1.24)	290.13	362.65	310.76
Furniture and Fixtures	9.05	14.96	(4.50)	19.51	3.19	0.75	(2.01)	1.93	17.58	5.86
Vehicles [Note 3]	87.25	49.25	(8.52)	127.98	50.71	10.95	(8.52)	53.14	74.84	36.54
Office equipment	3.21	1.44	(0.55)	4.10	1.23	0.34	(0.44)	1.13	2.97	1.98
Computer Equipment	13.70	3.53	(4.87)	12.36	8.42	1.58	(4.76)	5.24	7.12	5.28
	895.97	**225.95**	**(20.01)**	**1,101.91**	**343.34**	**56.20**	**(16.98)**	**382.56**	**719.35**	**552.63**
Assets Under Lease										
Land on lease [Note 1(b)]	14.77	6.27	(0.17)	20.87	1.25	0.95	-	2.20	18.67	13.52
	14.77	**6.27**	**(0.17)**	**20.87**	**1.25**	**0.95**	**-**	**2.20**	**18.67**	**13.52**
Total	**910.74**	**232.22**	**(20.18)**	**1,122.78**	**344.59**	**57.15**	**(16.98)**	**384.76**	**738.02**	**566.15**
March 31, 2011	**605.38**	**306.89**	**(1.53)**	**910.74**	**306.49**	**39.26**	**(1.16)**	**344.59**	**566.15**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:

1(a) Includes Land with book value Rs. 1.03 Million (2011: Rs. 1.03 Million) pending registration with concerned authorities.

(b) Represents payment made for acquiring land on lease at various locations for periods ranging from 20 to 99 years.

2. Includes Building with Gross Block value of Rs. 86.07 Million (2011: Rs. 42.36 Million) on lease hold land.
3. Vehicles include 'Trucks' used for cold chain transportation purposes, with gross book value of Rs. 123.59 Million (2011:Rs. 82.59 Million) and net book value Rs. 74.18 Million (2011: Rs. 35.21 Million).
4. Incidental expenditure capitalised during the year is Rs. 1.59 Million (2011: Rs. 3.47 Million).

Intangible assets

(Rs. in Million)

	Gross Block				**Amortisation**				**Net Block**	
	April 01, 2011	Additions	(Disposals) /Adjustments	March 31, 2012	April 01, 2011	For the Year	(Disposals) /Adjustments	March 31, 2012	March 31, 2012	March 31, 2011
Computer Software	10.16	-	(2.05)	8.11	3.00	1.62	(2.05)	2.57	5.54	7.16
Total	**10.16**	**-**	**(2.05)**	**8.11**	**3.00**	**1.62**	**(2.05)**	**2.57**	**5.54**	**7.16**
March 31, 2011	**2.05**	**8.11**	**-**	**10.16**	**2.05**	**0.95**	**-**	**3.00**	**7.16**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

c For the year ended March 2011:

Tangible Assets

(Rs. in Million)

	Gross Block				Depreciation				Net Block	
	April 01, 2010	Additions	(Disposals) /Adjustments	March 31, 2011	April 01, 2010	For the Year	(Disposals) /Adjustments	March 31, 2011	March 31, 2011	March 31, 2010
Own Assets:										
Land [Note 1(a)]	12.02	45.70	-	57.72	-	-	-	-	57.72	12.02
Buildings [Note 2]	62.69	95.11	-	157.80	19.24	4.07	-	23.31	134.49	43.45
Plant and Equipment	450.18	117.38	(0.32)	567.24	227.38	29.28	(0.18)	256.48	310.76	222.80
Furniture and Fixtures	7.78	1.57	(0.30)	9.05	3.05	0.42	(0.28)	3.19	5.86	4.73
Vehicles [Note 3]	53.18	34.27	(0.20)	87.25	47.12	3.78	(0.19)	50.71	36.54	6.06
Office equipment	3.29	0.30	(0.38)	3.21	1.27	0.17	(0.21)	1.23	1.98	2.02
Computer Equipment	10.18	3.85	(0.33)	13.70	7.56	1.16	(0.30)	8.42	5.28	2.62
	599.32	**298.18**	**(1.53)**	**895.97**	**305.62**	**38.88**	**(1.16)**	**343.34**	**552.63**	**293.70**
Assets Under Lease										
Land on lease [Note 1(b)]	6.06	8.71	-	14.77	0.87	0.38	-	1.25	13.52	5.19
	6.06	**8.71**	**-**	**14.77**	**0.87**	**0.38**	**-**	**1.25**	**13.52**	**5.19**
Total	**605.38**	**306.89**	**(1.53)**	**910.74**	**306.49**	**39.26**	**(1.16)**	**344.59**	**566.15**	**298.89**
March 31, 2010	**563.97**	**43.01**	**(1.60)**	**605.38**	**271.64**	**36.10**	**(1.25)**	**306.49**	**298.89**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:

1(a) Includes Land with book value Rs. 1.03 Million (2010: Rs. 4.68 Million) pending registration with concerned authorities.

(b) Represents payment made for acquiring land on lease at various locations for periods ranging from 20 to 99 years.

2. Includes Building with Gross Block value of Rs. 42.36 Million (2010: NIL) on lease hold land

3. Vehicles include 'Trucks' used for cold chain transportation purposes, with gross book value of Rs. 82.59 Million (2010:Rs. 49.49 Million) and net book value Rs. 35.21 Million (2010: Rs. 4.60 Million).

4. Incidental expenditure capitalised during the year is Rs. 3.47 Million (2010: NIL).

Intangible assets

(Rs. in Million)

	Gross Block				**Amortisation**				**Net Block**	
	April 01, 2010	Additions	(Disposals) /Adjustments	March 31, 2011	April 01, 2010	For the Year	(Disposals) /Adjustments	March 31, 2011	March 31, 2011	March 31, 2010
Computer Software	2.05	8.11	-	10.16	2.05	0.95	-	3.00	7.16	-
Total	**2.05**	**8.11**	**-**	**10.16**	**2.05**	**0.95**	**-**	**3.00**	**7.16**	**-**
March 31, 2010	**2.05**	**-**	**-**	**2.05**	**2.05**	**-**	**-**	**2.05**	**-**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

d For the year ended March 2010:

Tangible Assets

(Rs. in Million)

	Gross Block				Depreciation				Net Block	
	April 01, 2009	Additions	(Disposals) /Adjustments	March 31, 2010	April 01, 2009	For the Year	(Disposals) /Adjustments	March 31, 2010	March 31, 2010	March 31, 2009
Own Assets:										
Land [Note 1(a)]	11.24	0.78	-	12.02	-	-	-	-	12.02	11.24
Buildings	60.26	2.43	-	62.69	17.03	2.21	-	19.24	43.45	43.23
Plant and Equipment	413.52	36.76	(0.10)	450.18	203.45	23.97	(0.04)	227.38	222.80	210.07
Furniture and Fixtures	6.90	0.89	(0.01)	7.78	2.67	0.38	-	3.05	4.73	4.23
Vehicles [Note 2]	53.58	0.83	(1.23)	53.18	40.45	7.69	(1.02)	47.12	6.06	13.13
Office equipment	3.03	0.33	(0.07)	3.29	1.10	0.19	(0.02)	1.27	2.02	1.93
Computer Equipment	9.38	0.99	(0.19)	10.18	6.94	0.79	(0.17)	7.56	2.62	2.44
	557.91	**43.01**	**(1.60)**	**599.32**	**271.64**	**35.23**	**(1.25)**	**305.62**	**293.70**	**286.27**
Assets Under Lease										
Land on lease [Note 1(b)]	6.06	-	-	6.06	-	0.87	-	0.87	5.19	6.06
	6.06	**-**	**-**	**6.06**	**-**	**0.87**	**-**	**0.87**	**5.19**	**6.06**
Total	**563.97**	**43.01**	**(1.60)**	**605.38**	**271.64**	**36.10**	**(1.25)**	**306.49**	**298.89**	**292.33**
March 31, 2009	**558.41**	**24.32**	**(18.76)**	**563.97**	**251.82**	**34.06**	**(14.24)**	**271.64**	**292.33**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:

1(a) Includes Land with book value Rs. 4.68 Million (2009: Rs. 4.68 Million) pending registration with concerned authorities.

(b) Represents payment made for acquiring land on lease at various locations for periods ranging from 20 to 99 years.

2.Vehicles include 'Trucks' used for cold chain transportation purposes, with gross book value of Rs. 49.89 Million (2009: Rs. 49.88 Million) and net book value Rs. 4.60 Million (2009: Rs. 11.15 Million).

Intangible assets

(Rs. in Million)

	Gross Block				Amortisation				Net Block	
	April 01, 2009	Additions	(Disposals) /Adjustments	March 31, 2010	April 01, 2009	For the Year	(Disposals) /Adjustments	March 31, 2010	March 31, 2010	March 31, 2009
Computer Software	2.05	-	-	2.05	2.05	-	-	2.05	-	-
Total	**2.05**	**-**	**-**	**2.05**	**2.05**	**-**	**-**	**2.05**	**-**	**-**
March 31, 2009	**2.05**	**-**	**-**	**2.05**	**2.05**	**-**	**-**	**2.05**	**-**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

e For the year ended March 2009:

(Rs. in Million)

Tangible Assets

	Gross Block				Depreciation				Net Block	
	April 01, 2008	Additions	(Disposals) /Adjustments	March 31, 2009	April 01, 2008	For the Year	(Disposals) /Adjustments	March 31, 2009	March 31, 2009	March 31, 2008
Land - Freehold[Note 1(a)]	11.00	0.24	-	11.24	-	-	-	-	11.24	11.00
Buildings	53.22	7.04	-	60.26	15.04	1.99	-	17.03	43.23	38.18
Plant and Machinery	399.02	14.50	-	413.52	182.16	21.29	-	203.45	210.07	216.86
Furniture and Fixtures	6.30	0.60	-	6.90	2.35	0.32	-	2.67	4.23	3.95
Vehicles (Note 2)	72.34	-	(18.76)	53.58	45.06	9.63	(14.24)	40.45	13.13	27.28
Office Equipments	2.95	0.08	-	3.03	0.97	0.13	-	1.10	1.93	1.98
Computer Equipment	8.57	0.81	-	9.38	6.24	0.70	-	6.94	2.44	2.33
Total	**553.40**	**23.27**	**(18.76)**	**557.91**	**251.82**	**34.06**	**(14.24)**	**271.64**	**286.27**	**301.58**
Assets Under Lease										
Land - Leasehold [Note 1(b)]	5.01	1.05	-	6.06	-	-	-	-	6.06	5.01
	5.01	**1.05**	**-**	**6.06**	**-**	**-**	**-**	**-**	**6.06**	**5.01**
Total	**558.41**	**24.32**	**(18.76)**	**563.97**	**251.82**	**34.06**	**(14.24)**	**271.64**	**292.33**	**306.59**
March 31, 2008	**550.45**	**13.71**	**3.70**	**560.46**	**221.73**	**34.70**	**2.57**	**253.86**	**306.59**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Notes:
1(a) Includes Land with book value Rs. 4.68 Million (2008: Rs. 6.25 Million) pending registration with concerned authorities.
(b) Represents payments made for acquiring land on lease at various locations for periods ranging from 20 to 99 years.

2. Vehicles include 'Trucks' used for cold chain transportation purposes, with gross book value of Rs. 49.88 Million (2008: Rs. 70.28 Million) and net book value Rs. 11.15 Million (2008: Rs. 25.00 Million).

Intangible Assets

(Rs. in Million)

	Gross Block				**Depreciation**				**Net Block**	
	April 01, 2008	Additions	(Disposals) /Adjustments	March 31, 2009	April 01, 2008	For the Year	(Disposals) /Adjustments	March 31, 2009	March 31, 2009	March 31, 2008
Computer Software	2.05	-	-	2.05	2.05	-	-	2.05	-	-
Total	**2.05**	**-**	**-**	**2.05**	**2.05**	**-**	**-**	**2.05**	**-**	**-**
March 31, 2008	**2.05**	**-**	**-**	**-**	**2.05**	**-**	**-**	**2.05**	**-**	

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in million)

	Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
2	**Other Non Current Assets**					
	Others					
	Long term deposits with bank with maturity period more than 12 months [Refer Note below]	1.23	2.11	-	1.75	0.97
		1.23	**2.11**	**-**	**1.75**	**0.97**
	Note: Held as lien by bank against bank guarantee.					
3	**Inventories**					
	Traded Goods					
	Fruits	-	0.54	-	-	-
		-	**0.54**	**-**	**-**	**-**
4	**Cash and Bank Balances**					
	Cash and Cash equivalents					
	Cash on hand	1.49	0.28	0.28	0.30	0.23
	Cheques on hand	4.66	3.92	0.56	0.49	4.96
	Bank Balances :					
	In current accounts	37.70	17.04	12.06	9.28	10.43
	demand deposits (less than 3 months maturity)	20.00	110.22	270.63	424.39	225.61
		63.85	**131.46**	**283.53**	**434.46**	**241.23**
	Other bank balance					
	- Long term deposits with maturity more than 3 months but less than 12 months [Refer Note below]	9.45	9.09	9.60	5.25	6.03
		9.45	**9.09**	**9.60**	**5.25**	**6.03**
		73.30	**140.55**	**293.13**	**439.71**	**247.26**
	Note: Held as lien by bank against bank guarantee.					
5	**Other Current Assets**					
	Interest accrued on fixed deposit	1.12	1.26	0.61	7.04	10.03
	Assets held for sale	-	-	-	-	0.80
		1.12	**1.26**	**0.61**	**7.04**	**10.83**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
6	**Long Term Provisions**					
	Provision for employee benefits:					
	Provision for gratuity	1.11	0.23	-	-	-
	Provision for compensated absences	2.60	2.18	1.25	0.98	1.04
		3.71	**2.41**	**1.25**	**0.98**	**1.04**
7	**Trade Payables**					
	Trade payables (note below)	53.31	30.66	19.74	27.04	15.97
		53.31	**30.66**	**19.74**	**27.04**	**15.97**

Note: There are no Micro, Small and Medium Enterprises as required to be disclosed under the "Micro, Small and Medium Enterprise Development Act 2006" identified by the on the basis of information available with the Company.

	Particulars	March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
8	**Other Current Liabilities**					
	Current maturities of long term debt (Refer Note 1 on Annexure IX A)	41.00	-	-	-	0.76
	Interest accrued but not due on borrowings	11.82	-	-	-	-
	Capital creditors	76.09	8.77	10.51	2.71	4.48
	Advance from customers	8.73	4.91	2.02	0.78	1.94
	Statutory dues (Including provident fund and tax deducted at source)	6.22	6.11	4.70	5.18	4.51
	Employee benefits payable	7.37	6.90	4.30	2.66	2.94
	Other payables towards contractual obligations	30.38	19.40	17.45	13.35	11.46
		181.61	**46.09**	**38.98**	**24.68**	**26.09**
9	**Short- Term Provisions**					
	Provision for employee benefits:					
	Provision for Gratuity	0.58	1.25	-	0.41	0.67
	Provision for compensated absences	0.26	0.18	0.18	0.41	0.14
		0.84	**1.43**	**0.18**	**0.82**	**0.81**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million, unless otherwise stated)

10 Share Capital

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Authorised					
125 Million (2012: 125 Million, 2011: 125 Million, 2010: 125 Million, 2009: 90 Million) equity shares of Rs.10 each	1,250.00	1,250.00	1,250.00	1,250.00	900.00
Issued, Subscribed and Paid Up					
102.91 Million (2012: 102.91 Million, 2011: 102.91 Million, 2010: 102.91 Million, 2009: 82.34 Million) equity shares of Rs.10 each	1,029.07	1,029.07	1,029.07	1,029.07	823.37

a Rights, preferences and restrictions attached to shares:

Equity shares :The Company has one class of equity shares having a par value of Rs.10 per share. Each shareholder is eligible for one vote per share held. In the event of liquidation, the equity share holders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts in proportion to their share holding.

b Reconciliation of the number of shares outstanding:

	As at									
	March 31, 2013		**March 31, 2012**		**March 31, 2011**		**March 31, 2010**		**March 31, 2009**	
Equity Shares of Rs.10 each fully paid	**Number of shares**	**Amount**	**Number of shares**	**Amount**	**Number of shares**	**Amount**	**Number of shares**	**Amount**	**Number of shares**	**Amount**
Shares at the beginning of the year	102,907,000	1,029.07	102,907,000	1,029.07	102,907,000	1,029.07	82,337,000	823.37	82,337,000	823.37
Add: Shares issued on preferential allotment of shares	-	-	-	-	-	-	20,570,000	205.70	-	-
Shares at the end of the year	**102,907,000**	**1,029.07**	**102,907,000**	**1,029.07**	**102,907,000**	**1,029.07**	**102,907,000**	**1,029.07**	**82,337,000**	**823.37**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

c Details of shareholders holding more than 5% shares of the Company

	As at									
	March 31, 2013		**March 31, 2012**		**March 31, 2011**		**March 31, 2010**		**March 31, 2009**	
Name of the share holder	**No. of shares**	**% of share holding**	**No. of shares**	**% of share holding**	**No. of shares**	**% of share holding**	**No. of shares**	**% of share holding**	**No. of shares**	**% of share holding**
Gateway Distriparks Ltd.,the holding Company	54,711,619	53.17%	53,711,619	52.19%	53,711,619	52.19%	53,711,619	52.19%	40,298,619	48.94%
International Finance Corporation	20,570,000	19.99%	20,570,000	19.99%	20,570,000	19.99%	20,570,000	19.99%	-	
Mitsubishi Corporation	15,641,000	15.20%	15,641,000	15.20%	15,641,000	15.20%	15,641,000	15.20%	29,054,000	35.29%
Nichirei Logistics Corporation	7,400,000	7.19%	7,400,000	7.19%	7,400,000	7.19%	7,400,000	7.19%	7,400,000	8.99%

d Shares held by holding Company and the subsidiary of holding Company

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Equity Shares:					
54,711,518 equity shares of Rs. 10 each held by Gateway Distriparks Limited, the holding Company (2012, 2011 and 2010: 53,711,619 equity shares; 2009: 40,298,619 equity shares)	547.12	537.12	537.12	537.12	402.99

e Shares reserved for issue under option

Refer Note 21 of Annexure V for details of shares to be issued under Employee Stock Option Plan.

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

		As at				
	Particulars	March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
11	**Reserves And Surplus**					
	Capital Subsidy from National Horticulture Board	1.82	1.82	1.82	1.82	1.82
	Securities premium					
	Balance at the beginning of the year	88.85	88.85	88.85	55.91	55.91
	Add: Received on issue of shares	-	-	-	43.19	-
	Less: Amount utilised for share issue expenses	-	-	-	(10.25)	-
	Balance at the end of the year	88.85	88.85	88.85	88.85	55.91
	Surplus/ (Deficit) in the Statement of Profit and Loss					
	Balance at the beginning of the year	(32.58)	(83.47)	(147.04)	(187.50)	(197.36)
	Profit for the year	204.59	50.89	63.57	40.46	9.86
	Balance at the end of the year	172.01	(32.58)	(83.47)	(147.04)	(187.50)
		262.68	**58.09**	**7.20**	**(56.37)**	**(129.77)**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	March 31, 2013	March 31, 2012	For the year ended March 31, 2011	March 31, 2010	March 31, 2009
12	**Revenue**					
	Sale of traded goods	8.77	3.39	-	-	-
	Sale of Services :					
	Income from temperature controlled services	915.98	585.38	438.73	321.99	306.21
	Income from ambient services	201.43	14.12	-	-	-
	Income from consignment agency services	10.77	11.07	12.93	23.71	10.13
		1,136.95	**613.96**	**451.66**	**345.70**	**316.34**
	Details of Sales (Traded goods)					
	Fruits	8.77	3.39	-	-	-
		8.77	**3.39**	**-**	**-**	**-**
13	**Operating expenses**					
	Power charges	80.45	55.82	45.63	35.27	28.24
	Cold storage rent	35.69	21.51	18.44	14.72	12.37
	Labour charges	36.34	30.20	20.04	15.54	14.16
	Repair and maintenance	9.34	11.44	10.45	6.40	5.48
	Security and other charges	15.19	14.06	8.79	7.83	6.60
	Vehicle running expenses	67.41	29.73	19.28	16.30	17.66
	Vehicle fuel expenses	145.53	82.27	47.94	37.57	41.88
	Hire charges- vehicles and containers	242.49	57.70	48.19	31.61	40.75
	Vehicle repair and maintenance	19.57	15.91	17.16	13.46	12.56
		652.01	**318.64**	**235.92**	**178.70**	**179.70**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
14	**Changes in inventories of Stock-in-Trade**					
	(Increase)/decrease in stocks					
	Stock at the end of the year:					
	Traded goods	-	0.54	-	-	-
		-	**0.54**	**-**	**-**	**-**
	Stock at the beginning of the year:					
	Traded goods	0.54	-	-	-	-
		0.54	-	-	-	-
	Change in stocks	**0.54**	**(0.54)**	**-**	**-**	**-**
15	**Employee Benefit Expense**					
	Salaries and wages	106.86	79.84	60.12	52.19	48.90
	Contribution to provident and other funds	8.27	7.25	3.93	3.58	3.70
	Staff welfare expenses	14.19	10.56	6.98	5.02	5.09
		129.32	**97.65**	**71.03**	**60.79**	**57.69**
16	**Finance Costs**					
	Interest expense	23.03	0.29	0.06	0.24	0.35
	Interest on shortfall of advance tax	0.96	0.24	-	-	-
		23.99	**0.53**	**0.06**	**0.24**	**0.35**
17	**Depreciation and Amortisation Expense**					
	Depreciation on tangible assets	89.02	57.15	39.26	36.10	34.06
	Amortisation on intangible assets	1.69	1.62	0.95	-	-
		90.71	**58.77**	**40.21**	**36.10**	**34.06**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars		For the year ended			
	March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
18 Other Expenses					
Rent	3.78	3.02	6.16	4.04	3.63
Electricity charges	0.18	0.50	0.50	0.33	0.39
Printing and stationary	4.24	2.95	2.18	1.76	1.51
Insurance	5.93	3.79	3.94	3.53	1.87
Rates and taxes	3.58	4.18	4.61	3.79	3.62
Legal and professional charges	5.71	3.37	2.46	2.65	4.68
Auditors remuneration					
Audit Fee	1.49	1.49	1.35	1.00	0.80
Other services	-	-	0.02	-	-
Out of pocket expenses	0.08	0.03	0.04	0.01	0.01
Communication	6.30	5.40	4.84	4.38	4.68
Travelling and conveyance	17.81	12.45	10.27	8.47	7.71
Recruitment and Training	0.61	0.93	0.96	0.40	0.43
Bad debts/advances written off	-	7.92	0.41	0.04	2.40
Provision for doubtful debts and advances	19.82	9.31	10.32	15.67	16.55
Assets written off	0.62	0.69	0.34	0.20	-
Loss on consignment business	-	-	-	-	6.39
Profit/loss on sale of assets (Net)	-	-	-	-	0.88
Selling and distribution	7.05	3.00	1.94	2.04	1.03
Repair and maintenance -others	3.59	1.78	-	-	-
Miscellaneous expense	11.09	4.60	4.34	3.53	3.13
	91.88	**65.41**	**54.68**	**51.84**	**59.71**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
19	**Deferred Tax (Assets)/ Liabilities (Net)**					
	Deferred tax liabilities					
	Depreciation	386.05	111.08	126.42	64.88	55.72
	Other timing differences	0.55	0.54	0.35	-	-
		386.60	111.62	126.77	64.88	55.72
	Deferred tax assets					
	Additional deduction u/s 35 AD of the Income Tax Act, 1961	(406.74)	(43.75)	(64.37)	-	-
	Unabsorbed depreciation and business loss	(16.91)	(16.91)	(46.36)	(64.88)	(55.72)
	Other timing differences	(9.55)	(6.83)	(5.50)	(0.55)	(0.08)
		(433.20)	(67.49)	(116.23)	(65.43)	(55.80)
		(46.60)	**44.13**	**10.54**	**(0.55)**	**(0.08)**

20 Tax Expense

	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Current year tax (MAT)	30.52	13.74	9.24	-	-
Add/(Less): Liability from earlier years	14.10	(8.88)	-	-	-
	44.62	**4.86**	**9.24**	**-**	**-**

(Rs. in Million, unless otherwise stated)

21 Employee Stock Option Plan

Snowman Logistics Limited Stock Option Plan 2012 (ESOP 2012):

Pursuant to the resolution passed by the Shareholders at the Extraordinary General Meeting held on April 24, 2012, the Company had introduced new ESOP scheme for eligible Directors and employees of the Company. Under the scheme, options for 5,145,350 shares would be available for being granted to eligible employees of the Company and each option (after it is vested) will be exercisable for one equity share of Rs. 10.60. Committee finalises the specific number of options to be granted to the employees. Vesting of the options shall take place over a maximum period of 3 years with a minimum vesting period of 1 year from the date of grant.

Particulars	ESOP Plan I
Date of meeting of ESOP Committee / Board of Directors/ Shareholders, granting the options	April 24, 2012 and February 05, 2013
First grant of options by ESOP Committee / Board of Directors (No. of Equity Shares of Face value Rs. 10 each)	2,890,000
Vesting period: The options would vest not earlier than one year and not later than 4th (fourth) year from the date of grant i.e from	May 01, 2012 and February 05, 2013
Exercise Period	Within 5 years from the date of vesting
Exercise Price	Rs. 10.60 per share
Options outstanding as on March 31, 2013 (No. of Equity Shares)	2,890,000
Date of Closing Market Price on National Stock Exchange for computation of Fair Value	NA
Method of Accounting and Intrinsic Value	The exercise price of Rs. 10.60 per share is based on the intrinsic value

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Outstanding at the beginning of the year	-	-	-	-	-
Granted during the year	2,890,000	-	-	-	-
Forfeited /Expired during the year	-	-	-	-	-
Exercised during the year	-	-	-	-	-
Outstanding at the end of the year	2,890,000	-	-	-	-
Exercisable at the end of the year	2,890,000	-	-	-	-

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

22 Contingent Liabilities

Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Bank Guarantees	6.21	6.25	4.36	5.10	1.57
Income Tax Matters (Amount paid under protest Rs. 0.57 Million)	0.77	0.77	0.77	0.77	0.77
Wealth Tax Matters (Amount paid under protest Rs. 0.30 Million)	0.30	0.30	0.76	0.76	0.76
	7.28	**7.32**	**5.89**	**6.63**	**3.10**

Note:

It is not practicable for the Company to estimate the timings of cash inflows, if any, in respect of the above pending resolution of the respective proceedings.

There is no impact in the Statement of Profit and Loss with respect to the Wealth Tax movement, as the amount is shown as receivable in the books of the Company.

Commitments

(a) Capital Commitments

Estimated amount of contracts remaining to be executed on capital account and not provided for	152.72	264.41	33.09	38.78	27.29
	152.72	**264.41**	**33.09**	**38.78**	**27.29**

(b) Other Commitments

The Company has non- cancellable operating leases for land used for construction of warehouses	768.76	313.92	210.19	44.15	104.59

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

23 Related Party Disclosures

(a) Names of related parties and nature of relationship:

Holding Company:	Gateway Distriparks Limited.
Fellow Subsidiary Companies:	1. Gateway East India Private Limited.
	2. Gateway Distriparks (South) Private Ltd.
	3. Gateway Distriparks (Kerala) Limited.
	4. Gateway Rail Freight Limited.
Key Management Personnel: (KMP)	Mr. Ravi Kannan, CEO and Director.

(b) Details of transactions with related parties:

	As at / For the year ended									
	March 31, 2013		**March 31, 2012**		**March 31, 2011**		**March 31, 2010**		**March 31, 2009**	
Particulars	**Transaction Value**	**Receivable / (Payable)**	**Transaction Value**	**Receivable/ (Payable)**	**Transaction Value**	**Receivable / (Payable)**	**Transaction Value**	**Receivable / (Payable)**	**Transaction Value**	**Receivable / (Payable)**
Key Management Personnel (KMP)										
Remuneration (Refer Note 2)	8.34		7.95		4.65		4.65		6.19	
Advances given during the year		-		-		0.83		1.25		1.04
Add: Excess remuneration recoverable		-		-		-		2.17		1.27
Less: Recovery/Adjustments during the year		-		2.82		1.36		1.31		1.07
Amount outstanding at the year end		-		-		2.82		3.35		1.24
Holding Company										
Reimbursement of expenses	0.19	-	-	-	-	-	-	-	-	-
Fellow Subsidiaries										
Reimbursement of expenses	-	-	0.20	-	-	-	-	-	-	-

Note:

1. The information disclosed above is based on the names of the parties as identified by the management, which has been relied upon by the auditors.
2. Provision for leave encashment and group gratuity, which is based on actuarial valuation done on overall Company basis, is excluded.

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

24 Segment Information (Rs. in Million)

Segment Information as required by the Accounting Standard 17 - "Segment Reporting" of the Companies (Accounting Standard) Rules, 2006:

	As at / For the year ended														
	March 31, 2013			March 31, 2012			March 31, 2011			March 31, 2010			March 31, 2009		
Business Segment	**Temperature Controlled Services**	**Ambient Distribution**	**Total**	**Temperature Controlled Services**	**Ambient Distribution**	**Total**	**Temperature Controlled Services**	**Ambient Distribution**	**Total**	**Temperature Controlled Services**	**Ambient Distribution**	**Total**	**Temperature Controlled Services**	**Ambient Distribution**	**Total**
Segment Revenue															
External Sales	926.75	201.43	1,128.18	596.45	14.12	610.57	451.66	-	451.66	345.70	-	345.70	316.34	-	316.34
Unidentified segments			8.77			3.39			-			-			-
Total Revenue	**926.75**	**201.43**	**1,136.95**	**596.45**	**14.12**	**613.96**	**451.66**	**-**	**451.66**	**345.70**	**-**	**345.70**	**316.34**	**-**	**316.34**
Result															
Segment Result	238.32	(4.03)	234.29	167.59	0.46	168.05	105.89	-	105.89	65.59	-	65.59	36.25	-	36.25
Unallocated Corporate expenses (less income)	-	-	67.91	-	-	88.60	-	-	54.27	-	-	43.79	-	-	50.53
Operating Profit	-	-	**166.38**	-	-	**79.45**	-	-	**51.62**	-	-	**21.80**	-	-	**(14.28)**
Add: Interest Income	-	-	1.99	-	-	19.30	-	-	23.46	-	-	18.43	-	-	23.09
Less: Interest Expenses	-	-	23.99	-	-	0.53	-	-	0.06	-	-	0.24	-	-	0.35
Profit/(loss) before taxation	-	-	**144.38**			**98.22**			**75.02**			**39.99**			**8.46**
Less: Income Taxes (Net)	-	-	(60.21)	-	-	47.33	-	-	11.45	-	-	(0.47)	-	-	(1.40)
Net Profit			**204.59**			**50.89**			**63.57**			**40.46**			**9.86**
Other Information															
Segment Assets	2,188.66	65.66	2,254.32	1,012.33	8.10	1,020.43	771.34	-	771.34	536.07	-	536.07	450.68	-	450.68
Add: Unallocated Corporate Assets			185.90			191.45			335.62			490.15	-	-	286.83
Total Assets	**2,188.66**	**65.66**	**2,440.22**	**1,012.33**	**8.10**	**1,211.88**	**771.34**	**-**	**1,106.96**	**536.07**	**-**	**1,026.22**	**450.68**	**-**	**737.51**
Segment Liabilities	1,046.34	5.82	1,052.16	62.30	0.20	62.50	48.14	-	48.14	45.73	-	45.73	36.50	-	36.50
Add: Unallocated Corporate Liabilities			96.31			62.22			22.55			7.79			7.41
Total Liabilities	**1,046.34**	**5.82**	**1,148.47**	**62.30**	**0.20**	**124.72**	**48.14**	**-**	**70.69**	**45.73**	**-**	**53.52**	**36.50**	**-**	**43.91**
	-	-													
Capital Expenditure	922.55	-	922.55	232.22	-	232.22	260.34	-	260.34	96.50	-	96.50	68.81	-	68.81
Depreciation	90.71	-	90.71	58.77	-	58.77	40.21	-	40.21	36.10	-	36.10	34.06	-	34.06
Non Cash Expenses other than Depreciation	16.77	3.67	20.44	17.83	0.09	17.92	11.07	-	11.07	15.91	-	15.91	25.34	-	25.34

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

24 Segment Information (Continued)

The Company is in the businesses of "Cold Chain and Related Logistics" as primary segment which includes providing transportation, cold storage and consignment agency facilities.

The Company had earlier disclosed reportable segments as ‘Freezer’, ‘Transportation’ and ‘Consignment’ for the years ended March 31, 2009, 2010 and 2011. Further, in the year ended March 31, 2012, the Company revised the segment disclosures and considered reportable segments as ‘Freezer’, ‘Reefer Transportation’, ‘Ambient Distribution’ and ‘Consignment’. Based on the risk, rewards and nature, the Company has currently considered "Temperature Controlled Services" and "Ambient Transportation" as reportable segments relating to the Company's business for the year ended March 31, 2013. The Company's operations are such that all activities are confined to India and hence there is no secondary reportable segment relating to the Company's business.

Accordingly, based on the current reportable segments considered for the year ended March 31, 2013, the Company has reclassified its revenue, results and capital expenditure to the above mentioned segments, having regard to the nature of such items. Consequently, previous years’ figures have been reclassified to conform to the current reportable segments of the Company.

(Rs. in Million)

25 Employee Benefits

A Post Retirement Benefit - Defined Contribution Plan

The Company has recognised an amount of Rs. 6.38 Million, Rs. 4.40 Million, Rs. 3.46 Million, Rs. 2.98 Million and Rs. 2.77 Million for the years ended on March 31, 2013, 2012, 2011, 2010 and 2009, respectively, as expenses under the defined contribution plans in the Statement of Profit and Loss in respect of contribution to Provident Fund.

B Post Retirement Benefit - Defined Benefit Plan

The Company makes provision for gratuity based on actuarial valuation done on projected unit credit method at each balance sheet date.

The Company makes annual contribution to the Gratuity Fund Trust which is maintained by LIC of India, a defined benefit plan for qualifying employees. The scheme provides for lump sum payment to vested employees at retirement, death while in employment or on termination of employment as per provisions of Payment of Gratuity Act, 1972.

The present value of the defined benefit obligation and the related current service cost are measured using the projected unit credit method with actuarial valuation being carried out at the balance sheet date.

(i) Present Value of Defined Benefit Obligation - Gratuity

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Opening defined benefit obligation	5.68	3.28	2.65	2.36	1.67
Current service cost	2.11	2.07	0.63	0.76	0.96
Interest cost	0.46	0.25	0.21	0.17	0.10
Actuarial loss / (gain)	(0.08)	0.83	(0.14)	(0.18)	(0.02)
Benefits paid	(0.19)	(0.75)	(0.07)	(0.46)	(0.35)
Balance at the end of the year	**7.98**	**5.68**	**3.28**	**2.65**	**2.36**

Annexure V:Notes to the Restated Financial Information of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

25 Employee Benefits

(ii) Fair value of plan assets

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Balance at the beginning of the year	4.20	3.43	2.24	1.69	1.13
Expected return on plan assets	0.40	0.31	0.22	0.15	0.11
Actuarial Gain/(Loss)	0.03	(0.01)	0.01	0.01	0.00
Contributions by the Company	1.85	1.22	1.03	0.85	0.80
Benefits paid	(0.19)	(0.75)	(0.07)	(0.46)	(0.35)
Balance at the end of the year	**6.29**	**4.20**	**3.43**	**2.24**	**1.69**

(iii) Assets and liabilities recognised in the Balance Sheet

Present value of Defined Benefit Obligation	7.98	5.68	3.28	2.65	2.36
Fair value of plan assets	6.29	4.20	3.43	2.24	1.69
Amount recognised as Assets /(Liability)	**(1.69)**	**(1.48)**	**0.15**	**(0.41)**	**(0.67)**

Recognised under:

Long term Provisions (Refer Note 6 of Annexure V)	(1.11)	(0.23)	-	-	-
Short Term provisions (Refer Note 9 of Annexure V)	(0.58)	(1.25)	-	(0.41)	(0.67)
Long term loans and advances	-	-	0.15	-	-
Total	**(1.69)**	**(1.48)**	**0.15**	**(0.41)**	**(0.67)**

(iv) Expenses recognised in the Statement of Profit and Loss

	For the year ended				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Current Service Cost	2.11	2.07	0.63	0.76	0.96
Interest Cost	0.46	0.25	0.21	0.17	0.10
Expected return on Plan Assets	(0.40)	(0.31)	(0.22)	(0.15)	(0.11)
Net actuarial loss / (gain)	(0.27)	0.85	(0.15)	(0.19)	(0.02)
Total expenses	**1.90**	**2.86**	**0.47**	**0.59**	**0.93**

(Rs. in Million)

25 Employee Benefits

(v) Major category of plan assets as % of total Plan Assets

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Insurer Managed Funds	100%	100%	100%	100%	100%

(vi) Actuarial Assumptions:

Discount Rate	8.25%	8.50%	8.00%	7.00%	7.00%
Salary Growth	9.00%	10.00%	6.00%	6.00%	6.00%
Attrition Rate	9.00%	8.00%	5.00%	5.00%	5.00%

(vii) Amounts recognised in current year and previous four years

	As at /For the year ended				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Present value of obligation	7.98	5.68	3.28	2.65	2.36
Present value of plan assets	6.29	4.20	3.43	2.24	1.69
Amount recognised in Balance Sheet (Liability)/asset	(1.69)	(1.48)	0.15	(0.41)	(0.67)
Experience adjustments on present value of obligations	(0.08)	0.83	(0.14)	(0.18)	(0.02)
Experience adjustment of plan assets	0.03	(0.01)	0.01	0.01	0.00

(viii) Expected Contribution to the fund for the next year:

Gratuity	0.58	1.25	1.00	1.00	1.00

25 Employee Benefits

(Rs. in Million)

Notes:

1 The discount rate is based on the prevailing market yields of Indian government securities as at the balance sheet date for the estimated term of the obligation.

2 Expected rate of return on plan assets is based on our expectation of the average long term rate of return expected on investment of the fund during the estimated term of the obligations.

3 The salary escalation rate is the estimate of future salary increase considered takes into account the inflation, seniority, promotion and other relevant factors.

Other Employee Benefit Plan:

	As at				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Liability for leave encashment and compensated absences	(2.86)	(2.36)	(1.43)	(1.39)	(1.18)

Recognised under:

Long term Provisions (Refer Note 6 of Annexure V)	(2.60)	(2.18)	(1.25)	(0.98)	(1.04)
Short Term provisions (Refer Note 9 of Annexure V)	(0.26)	(0.18)	(0.18)	(0.41)	(0.14)
Total	**(2.86)**	**(2.36)**	**(1.43)**	**(1.39)**	**(1.18)**

Annexure VI: Statement of Adjustments to Audited Financial Statements of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Summarised below are the restatement adjustments made to the Audited Financial Statements for the years ended March 31, 2013, 2012, 2011, 2010 and 2009 and their impact on the profit of the Company:

Adjustments:

		For the year ended				
	Particulars	**March 31, 2013**	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
A	**Material Restatement Adjustments[Excluding those on account of changes in accounting policies] :**					
	i. Audit Qualifications					
	Audit qualification for Managerial Remuneration (charged) /credited (Refer note A 1 (i) (a) below)	-	-	-	(1.27)	1.27
	Audit qualification for non- provision of outstanding balances in respect of Fruit and Vegetable supply chain project (charged) /credited (Refer note A 1 (i) (b) below)	-	-	-	3.93	(3.93)
	Total: [A]	**-**	**-**	**-**	**2.66**	**(2.66)**
	ii. Other adjustments					
	Provision/ Liabilities no longer required, written back (Refer note 2 below)	(0.83)	(6.35)	2.68	(1.86)	(6.81)
	Bad debts/advances written off (Refer note 3 below)	-	7.78	(1.80)	(2.02)	1.56
	Provision for doubtful debts/advances (Refer note 4 below)	0.86	(0.86)	0.15	(0.15)	-
	MAT credit entitlements written off/written back (Refer note 5 below)	14.10	(13.74)	(0.36)	-	-
	Subtotal	14.13	(13.17)	0.67	(4.03)	(5.25)
	Deferred tax adjustments (Refer note 6 below)					
	a. Deferred tax adjustments for the earlier years (charged)/credited	0.51	0.69	(1.20)	-	-
	b. Deferred tax impact of the above adjustments	(0.01)	(0.19)	(0.35)	0.47	2.69
	Total: [B]	**14.63**	**(12.67)**	**(0.88)**	**(3.56)**	**(2.56)**
B	**Adjustments on account of changes in accounting policies**	-	-	-	-	-
	Total: [C]	-	-	-	-	-
	Total impact of Adjustments [A+B+C]	**14.63**	**(12.67)**	**(0.88)**	**(0.90)**	**(5.22)**

Annexure VI: Statement of Adjustments to Audited Financial Statements of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

A Adjustments:

1 **Adjustments for Audit Qualifications**

(i) The auditors have reported the following comments in their report for the financial year 2008-2009:
(a) In the audit report for the financial year ended March 31, 2009, the auditors included a qualification in respect of excess remuneration paid to the manager aggregating to Rs. 1.27 Million in excess of limits prescribed by Schedule XIII to the Companies Act, 1956. Subsequently in the financial year ended March 31, 2010, the Company recovered the amount from the manager and disclosed it as prior period income for the year ended March 31, 2010. The Company has now reduced the expense in the Restated Statement of Profit and Loss for the financial year ended March 31, 2009 and decreased other income for the financial year ended March 31, 2010.

(b) In the audit report for the financial year ended March 31, 2009, the auditors included a qualification in respect of non provision of outstanding balances amounting to Rs. 5.25 Million in respect of the Fruit and Vegetable Supply Chain Project. Consequently profits for the year and reserves as at year end were higher by Rs. 5.25 Million. The Company had already made a provision of Rs. 1.32 Million in the books for the year ended March 31, 2009. The remaining balance provision of Rs. 3.93 Million was subsequently recognised by the Company in the financial year 2009-2010. In the Restated Statement of Profit and Loss, the Company has now reversed the said provision of Rs.3.93 million in the year ended March 31, 2010 and recognised the same in the year ended March 31, 2009.

2 In the audited financial statements of the Company for the years ended March 31, 2013, 2012, 2011, 2010 and 2009, certain provisions/liabilities created in earlier years were written back. For the purpose of this statement, the said provisions/ liabilities have been appropriately adjusted in the respective years in which they were originally created.

3 In the audited financial statements of the Company for the years ended March 31, 2013, 2012, 2011, 2010 and 2009, certain amounts had been written-off as bad debt (net of provision adjustment), which for the purpose of this statement, have been appropriately adjusted in the respective years to which they relate.

4 Debts, which were considered doubtful and provided (net of provision for doubtful debts written back) for the years ended March 31, 2013, 2012, 2011, 2010 and 2009 have been appropriately adjusted in the respective years to which they relate.

5 In the audited financial statements of the Company for the years ended March 31, 2013, MAT credit entitlements pertaining to financial year ended March 31,2012 and financial year ended March 31, 2011, Rs. 13.74 million and Rs. 0.36 million respectively, aggregating Rs. 14.10 million, were written-off. For the purpose of this statement, the said MAT credit entitlement write-offs have been appropriately adjusted in the respective years to which they originally relate. Further, in the audited financial statements of the Company for the year ended March 31, 2012, excess tax liability, originally provided in year ended March 31, 2011 under MAT provisions, of Rs.8.88 million was written back and consequently excess MAT credit entitlement was written off to the same extent of Rs.8.88 million with nil impact on Profit and Loss. For the purpose of this statement, the said excess tax liability write-back and the MAT credit entitlement write-off has been adjusted to the year ended March 31, 2011 with nil impact.

6 The Tax rate applicable for the respective years has been used to calculate the deferred tax impact of the adjustments.

7 Opening Reserves Reconciliation

Particulars	(Rs. in Million)
Deficit in Statement of Profit and Loss as per audited Balance Sheet as at April 01, 2008	(202.40)
i) Material Restatement Adjustments	
Provision/ Liabilities no longer required, written back	13.17
Bad debts/advances written off	(5.52)
Deferred tax liability on the above adjustments	(2.61)
Deficit as per restated Statement of Profit and Loss as at April 01, 2008	(197.36)

B Non-Adjustment Items:

I Auditors Qualifications in Audit Report

Financial Year 2008-09

(a) In the audit report for the financial year ended March 31, 2009, the erstwhile statutory auditors included a qualification in respect of balances with consignment parties, which were pending reconciliation. Pending the reconciliation / review of those accounts, the consequential effect on the profit for that year and the net worth as at that year end could not be ascertained. However, the management had estimated and provided an amount of Rs. 6.39 Million in that year as loss on consignment business, which, in the opinion of the management, was considered adequate. No adjustments have been made in the Restated Financial Information for the said qualification, since post reconciliation of those accounts, no additional losses in the subsequent years were booked in respect of the said balances with consignment parties.

(b) In the audit report for the financial year ended March 31, 2009, the erstwhile statutory auditors included a qualification in respect of outstanding balances (net of provision for doubtful debts) of Sundry Debtors' (now shown as "Trade Receivables") amounting to Rs. 68.00 Million which were subject to confirmation from parties and reconciliation / review. Pending reconciliation / review of those debtors' accounts, the consequential effect on the profit for that year and the net worth as at that year end could not be ascertained. However, the management had estimated Rs. 36.16 Million as provision for doubtful debts, which, in the opinion of the management, was considered adequate. No adjustments have been made in the Restated Financial Information for the said qualification, since post confirmation/ reconciliation / review of those debtors' accounts, no additional bad debts in the subsequent years were provided for / written off in respect of the said balances.

II Current auditors (Financial Year 2012-2013) and Erstwhile Statutory Auditors (Financial Year 2008-2009, 2009-2010, 2010-2011, 2011-2012) have made the following comments in terms with the requirements of the Companies (Auditor's Report) Order, 2003, as amended by the Companies (Auditor's Report) (Amendment) Order, 2004, issued by the Central Government of India in terms of sub-section (4A) of Section 227 of 'The Companies Act, 1956' of India (the 'Act') which are reproduced below :

Financial Year 2008-09

a. The Company is in the process of updating the fixed asset register to show full particulars including quantitative details and situation of fixed assets.

b. In our opinion and according to the information and explanations given to us, read with our comments in paragraphs 4(ii) and 4(iii), and having regard to the explanation that certain items purchased and services rendered are of special nature for which suitable alternatives sources do not exist for obtaining comparative quotations, there is an adequate internal control system commensurate with the size of the Company and the nature of its business for the purchase of fixed assets and for the sale of goods and services. Further, on the basis of our examination of the books and records of the Company, and according to the information and explanations given to us, we have neither come across nor have been informed of any continuing failure to correct major weakness in the aforesaid internal control system.

c. According to the information and explanations given to us and the records of the Company examined by us, in our opinion, the Company is generally regular in depositing undisputed statutory dues including provident fund, investor education and protection fund, employees' state insurance, income tax, sales tax, wealth tax, service tax, customs duty, excise duty and other material statutory dues as applicable, with the appropriate authorities except for Provident Fund and Sales Tax. The extent of the arrears of statutory dues outstanding as at March 31, 2009 for a period of more than six months from the date they became payable are as follows:

Annexure VI: Statement of Adjustments to Audited Financial Statements of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Name of the Statute	Nature of Dues	Amount Due	Period to which amount Relates	Due Date	Date of Payment
Employees Provident Fund Act	Employees Provident Fund Act	0.25	2006-2007	15-Jan-2007	Not yet paid
Sales Tax	Sales Tax	0.15	2007-2008	20-Jan-2008	Not yet paid

d. According to the information and explanations given to us and the records of the Company examined by us, the particulars of dues of income tax, sales tax, wealth tax, service tax, customs duty, excise duty and cess as at March 31, 2009 which have not been deposited on account of a dispute are as follows:

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Forum Where Dispute is Pending
Wealth Tax Act	Tax on vacant land and car	0.27	2000-2001	Commissioner (Appeals)
		0.30	2001-2002	Commissioner (Appeals)
		0.20	2003-2004	Commissioner (Appeals)

Financial Year 2009-10

a. The Company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets, except for certain assets where location details are in process of updation and the aggregate net book value of the same is not material.

b. According to the information and explanations given to us and the records of the Company examined by us, in our opinion, except dues in respect of Sales Tax, the Company is regular in depositing undisputed statutory dues including investor education and protection fund, employees' state insurance, income tax, wealth tax, service tax, customs duty, excise duty and other material statutory dues as applicable, with the appropriate authorities. The extent of the arrears of statutory dues outstanding as at March 31,2010 for a period of more than six months from the date they became payable are as follows:

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Due Date	Date of Payment
Sales Tax	Sales Tax	0.15	2007-2008	20-Jan-2008	12- Apr-2010
Sales Tax	Sales Tax	0.11	2008-2009	20-Jan-2009	12- Apr-2010

Annexure VI: Statement of Adjustments to Audited Financial Statements of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

c. According to the information and explanations given to us and the records of the Company examined by us, the particulars of dues of income tax, sales tax, wealth tax, service tax, customs duty, excise duty and cess as at March 31, 2010 which have not been deposited on account of a dispute are as follows :

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Forum Where Dispute is Pending
Income Tax Act	Income Tax	0.57*	2005-2006	Assistant Commissioner
		0.20	2006-2007	Commissioner (Appeals)
Wealth Tax Act	Tax on vacant Land and Car	0.26*	2000-2001	Commissioner (Appeals)
		0.30*	2001-2002	Commissioner (Appeals)
		0.19*	2003-2004	Commissioner (Appeals)

*** Amounts fully paid under protest**

Financial Year 2010-11

a. The Company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets, except for certain assets where location details are in process of updation and the aggregate net book value of same is not material.

b. According to the information and explanations given to us and the records of the Company examined by us, in our opinion, except for certain cases in respect of sales tax, employees' state insurance, profession tax and income tax, the Company is regular in depositing the undisputed statutory dues including investor education and protection fund, wealth tax, service tax, customs duty, excise duty, cess and other material statutory dues as applicable with the appropriate authorities

c. According to the information and explanations given to us and the records of the Company examined by us, the particulars of dues of income tax, sales tax, wealth tax, service tax, customs duty, excise duty and cess as at March 31, 2011 which have not been deposited on account of a dispute are as follows:

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Forum Where Dispute is Pending
Income Tax Act	Income Tax	0.57*	2005-2006	Assistant Commissioner
		0.20	2006-2007	Commissioner (Appeals)
Wealth Tax Act	Tax on vacant Land and Car	0.26*	2000-2001	Commissioner (Appeals)
		0.30*	2001-2002	Commissioner (Appeals)
		0.19*	2003-2004	Commissioner (Appeals)

* Amounts fully paid under protest

Annexure VI: Statement of Adjustments to Audited Financial Statements of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

Financial Year 2011-12

a. According to the information and explanations given to us and the records of the Company examined by us, in our opinion, except for certain cases in respect of tax deducted at source, professional tax, employee's state insurance, the Company is generally regular in depositing undisputed statutory dues in respect of provident fund, sales tax, service tax and other material statutory dues, as applicable, with the appropriate authorities.

b. According to the information and explanations given to us and the records of the Company examined by us, the particulars of dues of income tax, sales tax, wealth tax, service tax, customs duty and excise duty which have not been deposited on account of any dispute are as follows:

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Forum Where Dispute is Pending
Income Tax Act	Income Tax	0.20	2006-2007	Commissioner (Appeals)

Financial Year 2012-13

a. According to the information and explanations given to us and the records of the Company examined by us, in our opinion, the Company is generally regular in depositing undisputed statutory dues in respect of employee's state insurance, professional tax, tax deducted at source and service tax, though there has been a slight delay in a few cases and is regular in depositing undisputed statutory dues, including provident fund, sales tax, custom duty and other material statutory dues, as applicable, with the appropriate authorities.

b. According to the information and explanations given to us and the records of the Company examined by us, there are no dues of sales tax, wealth tax, service tax and customs duty which have not been deposited on account of any dispute. The particulars of dues of income tax as at March 31, 2013 which have not been deposited on account of a dispute are as follows:

Name of the Statute	Nature of Dues	Amount Due (Rs.)	Period to which amount Relates	Forum Where Dispute is Pending
Income Tax Act	Income Tax	0.20	2006-2007	Commissioner (Appeals)

Annexure VII:Restated Statement of Trade Receivables of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Trade Receivables (Unsecured)					
A)Outstanding for a period exceeding six months from the date they are due for payment					
Considered good	4.37	1.35	2.01	0.65	12.27
Considered Doubtful	12.86	10.31	11.30	20.97	33.83
	17.23	11.66	13.31	21.62	46.10
Less: Provision for doubtful debts	12.86	10.31	11.30	20.97	33.83
Total (A)	4.37	1.35	2.01	0.65	12.27
B) Others					
Considered good	263.32	125.41	101.09	85.49	56.92
Considered doubtful	9.01	4.32	1.83	0.18	1.12
	272.33	129.73	102.92	85.67	58.04
Less: Provision for doubtful debts	9.01	4.32	1.83	0.18	1.12
Total (B)	263.32	125.41	101.09	85.49	56.92
Total (A+B)	**267.69**	**126.76**	**103.10**	**86.14**	**69.19**

Notes:

1 There are no amounts recoverable from Directors or Promoters of the Company.

2 The list of persons / entity classified as "Promoters and promoter group Company" has been provided by the management and relied upon by the auditors.

Annexure VIII - Restated Statement of Loans and Advances of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

	Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
1	**Long term loans and advances**					
	(Unsecured, considered good)					
	Capital Advances	40.20	24.24	7.42	24.41	1.38
	Advance income tax (net of provision for tax)	21.47	33.61	36.45	26.86	21.00
	Advances recoverable in cash or kind	1.85	2.44	5.68	0.31	0.16
	Security Deposit	47.47	20.88	22.54	16.62	19.12
	Others	0.63	0.63	0.63	0.63	0.63
	Total (A)	**111.62**	**81.80**	**72.72**	**68.83**	**42.29**
2	**Short term loans and advances:**					
	(Unsecured, considered good)					
	Prepaid expenses	5.23	4.16	2.62	2.47	1.17
	Advance to suppliers	16.96	5.96	8.16	29.86	25.18
	Balances with government authorities	21.86	-	-	-	-
	Total (B)	**44.05**	**10.12**	**10.78**	**32.33**	**26.35**
	Total (A+B)	**155.67**	**91.92**	**83.50**	**101.16**	**68.64**

Annexure IX: Restated Statement of Secured Borrowings of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	As at March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Long Term Borrowings					
Rupee Term Loan (Secured)					
From Banks (refer Annexure IXA)	609.00	-	-	-	-
From International Finance Corporation (refer Annexure IXA)	300.00	-	-	-	-
Total	**909.00**	**-**	**-**	**-**	**-**

ANNEXURE - IX (A) - Restated Statement of Principal Terms of Secured Borrowings as at March 31, 2013 of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Sr. No.	Lender	Nature of facility	Loan Currency	Amount Sanctioned	Amount outstanding as at March 31, 2013	Rate of Interest	Repayment terms	Security / principal terms & conditions
1	HDFC Bank Limited (Refer Notes 1 and 2)	Long term loan	INR	650.00	650.00	150 bps over bank's base rate (prevailing at the time of each drawdown)	Principal is repayable (for each disbursement) in 20 equal quarterly instalments starting from August 2013 (1 year moratorium)	Term loan from HDFC Bank Limited amounting to Rs. 650 Million are secured by pari-passu charge on all assets namely fixed and current assets present and future of the Company and corporate guarantee from Gateway Distriparks Limited, the Holding Company.
2	International Finance Corporation (Refer Note 3)	Long term loan	INR	300.00	300.00	4% over the SWAP equivalent of 6 Months US$ LIBOR	Principal is repayable in 12 half yearly instalments starting from January 2015 (2 year Moratorium)	Term loan from International Finance Corporation amounting to Rs. 300 Million are secured by pari-passu charge on all assets namely, fixed and current assets present and future of the Company and corporate guarantee from Gateway Distriparks Limited, the Holding Company.

Note:

1 Out of Rs. 650 Million, Rs. 41 Million is shown under Other Current Liabilities as 'Current Maturities of long term debt' (refer note 8 on Annexure V).

2 The rate of interest charged by HDFC Bank Limited is 11.10% per annum.

3 SWAP rate as at March 31, 2013, equivalent of 6 months US$ LIBOR is 6.8650%.

ANNEXURE X - Restated Statement of Other Income of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	Nature (Recurring / Non Recurring)	For the year ended March 31, 2013	March 31, 2012	March 31, 2011	March 31, 2010	March 31, 2009
Interest income	Recurring	1.99	19.30	23.46	18.43	23.09
Profit on sale of assets	Recurring	1.21	0.76	-	0.02	-
Prior period income	Non - Recurring	-	-	-	1.27	-
Provision/ Liabilities no longer required written back	Recurring	0.83	7.18	0.57	2.44	8.21
Miscellaneous income	Recurring	0.05	0.78	0.20	1.17	0.24
Total		**4.08**	**28.02**	**24.23**	**23.33**	**31.54**
Add/(less) Restatement adjustment:						
Prior period income		-	-	-	(1.27)	-
Provision/ Liabilities no longer required written back		(0.83)	(6.35)	2.68	(1.86)	(6.81)
		(0.83)	(6.35)	2.68	(3.13)	(6.81)
Total		3.25	21.67	26.91	20.20	24.73

Notes:

1. The classification of income into recurring and non-recurring is based on the current operations and business activities of the Company.
2. All items of Other Income are from normal business activities.

Annexure XI: Restated Statement of Accounting Ratios of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million, unless otherwise stated)

Particulars		March 31, 2013	March 31, 2012	As at March 31, 2011	March 31, 2010	March 31, 2009
Restated Profit available to Equity Shareholders (Rs. In Million)	A	204.59	50.89	63.57	40.46	9.86
Weighted average number of shares outstanding during the year	B	102,907,000	102,907,000	102,907,000	83,520,479	82,337,000
Number of equity shares outstanding at the end of the year	C	102,907,000	102,907,000	102,907,000	102,907,000	82,337,000
Restated Net Worth for Equity Share holders (Rs. In Million)	D	1,291.75	1,087.16	1,036.27	972.70	693.60
Accounting Ratios:						
Basic and diluted earnings per share (Rs.)	A/B	1.99	0.49	0.62	0.48	0.12
Return on Networth (%)	A/D	15.84%	4.68%	6.13%	4.16%	1.42%
Net Asset value per equity share (Rs.)	D/C	12.55	10.56	10.07	9.45	8.42

Notes:

1 Weighted average number of equity shares is the number of equity shares outstanding at the beginning of the year adjusted by the number of equity shares issued during the year multiplied by the time weighting factor. The time weighting factor is the number of days for which the specific shares are outstanding as a proportion of total number of days during the year.

2 Net worth for ratios mentioned in note D is = Equity share capital + Reserves and surplus (including Subsidy, Securities Premium and Surplus in the Statement of Profit and Loss).

3 The above ratios have been computed on the basis of the Restated summary statements - Annexure I and Annexure II.

Annexure XII: Restated Statement of Capitalisation of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Particulars	Pre- Issue as at March 31, 2013
Debt:	
Current maturities of long term debt (included in Other Current Liabilities)	41.00
Long term borrowings	909.00
Total Debt (A)	950.00
Shareholders' Funds:	
Equity Share Capital	1,029.07
Reserves and Surplus	262.68
Total Shareholders' Funds (B)	1,291.75
Total Debt/ Shareholders Funds (A)/ (B)	0.74

Notes:

1. The above has been computed on the basis of the Restated Summary Statements - Annexure I and Annexure II.
2. The issue price and the number of shares are being finalised and as such the post-issue Capitalisation Statement cannot be presented.

Annexure XIII: Restated Statement of Tax Shelter of Snowman Logistics Limited (Formerly Snowman Frozen Foods Limited)

(Rs. in Million)

Sl.No.	Particulars	For the year ended				
		March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
A	Profit before taxation and adjustments	144.35	97.65	73.99	41.36	16.37
B	Tax at applicable Rates	32.45%	32.45%	33.22%	33.99%	33.99%
C	Tax thereon at the above rate (A*B)	46.84	31.69	24.58	14.06	5.56
D	**Adjustment for Permanent Differences:**					
	1) Expenses not deductible	1.02	0.31	-	-	-
	Total permanent difference	**1.02**	**0.31**	**-**	**-**	**-**
E	**Adjustment for Timing differences:**					
	Difference between book depreciation and tax depreciation	17.89	(23.40)	12.70	18.59	15.32
	Deduction under Section 43B of the Income Tax Act	0.56	3.09	(0.37)	(0.04)	0.78
	Provision for doubtful debts (net)	18.98	7.22	(6.66)	(11.66)	13.28
	Bad Debts written off	(11.71)	(1.52)	-	-	(13.12)
	Set Off of carry forward of business losses/unabsorbed depreciation	-	(83.35)	-	(10.39)	(39.02)
	Deduction under Section 35AD of the Income Tax Act	(1,238.85)	-	(204.72)	(31.47)	-
	Others	-	-	-	(6.39)	6.39
	Total Timing differences:	**(1,213.13)**	**(97.96)**	**(199.05)**	**(41.36)**	**(16.37)**
F	**Net Adjustments (D+E)**	(1,212.11)	(97.65)	(199.05)	(41.36)	(16.37)
G	**Tax expenses / (savings) thereon (F*B)**	(393.33)	(31.69)	(66.12)	(14.06)	(5.56)
H	**Tax Liability [negative figures are considered zero] (C+G)**	-	-	-	-	-
I	Tax Liability as per Minimum Alternate Tax under Section 115JB of Income Tax Act, including other taxes	30.53	12.95	0.36	-	-
J	Net Tax Liability (Higher of H and I)	30.53	12.95	0.36	-	-
K	**Total Current Tax**	**30.53**	**12.95**	**0.36**	**-**	**-**
L	Impact of Material Adjustments for Restatement in corresponding years	0.03	0.57	1.03	(1.37)	(7.91)
M	Current Tax Liability on material Adjustments for restatement in corresponding years	14.10	(13.74)	(0.36)	-	-
N	**Taxable Profit before taxation and after adjustments as Restated (A+F+L, negative figures are considered zero)**	**-**	**0.57**	**-**	**-**	**-**
O	**Total Tax Liability after tax impact of adjustments (K+M)**	**44.63**	**(0.79)**	**-**	**-**	**-**

FINANCIAL INDEBTEDNESS

The details of indebtedness of our Company as at August 19, 2013 are as provided below, together with a brief description of certain material covenants of the relevant financing agreements:

Secured Loans

Sr. no.	Name of the lender	Nature of borrowing	Amount sanctioned (except otherwise stated, in ₹ millions)	Principal amount outstanding as at August 19, 2013 (in ₹ millions)	Interest/ Commission	Tenure	Repayment	Security
1.	HDFC Bank Limited	Long Term Loan	500.00	497.50	150 bps over bank's base rate (prevailing at the time of each drawdown)	72 months	Principal is repayable (for each disbursement) in 20 equal quarterly instalments starting from August, 2013	Secured by a pari passu charge on all assets namely, fixed and current assets present and future of the company and a corporate guarantee from Gateway Distriparks Limited
2.	HDFC Bank Limited	Long Term Loan	150.00	150.00	150 bps over bank's base rate (prevailing at the time of each drawdown)	72 months	Principal is repayable (for each disbursement) in 20 equal quarterly instalments starting from August, 2014	Secured by a pari passu charge on all assets namely, fixed and current assets present and future of the company and a corporate guarantee from Gateway Distriparks Limited
3.	IFC	Long Term Loan	300.00	300.00	4% over the SWAP equivalent of 6 Months USD LIBOR	8 Years	Principal is repayable in 12 half yearly instalments starting from January, 2015 (2 year Moratorium)	Secured by a pari passu charge on all assets namely, fixed and current assets present and future of the company and a corporate guarantee from Gateway Distriparks Limited
4.	IFC	Long Term Loan	150.00	150.00	4% over the SWAP equivalent of 6 Months USD LIBOR	8 Years	Principal is repayable in 12 half yearly instalments starting from October 2015 (2 year Moratorium)	Secured by a pari passu charge on all assets namely, fixed and current assets present and future of the company and a corporate guarantee from Gateway Distriparks Limited

Our Company does not have any unsecured loans or Inter-Corporate Deposits.

Restrictive covenants with respect to our borrowings:

Our financing agreements include various restrictive conditions and covenants restricting certain actions. During the currency of these financing agreements, our Company is either required to obtain approval of the lender before undertaking such corporate actions or intimate the lender subsequently. For instance, our Company is required to obtain prior written consent of some of our lenders *inter alia* for the following:

- To provide finance out of our own sources on any cost escalation;
- To execute necessary promissory notes, further documents, forms, papers and create additional security as required;
- To provide additional security, including pledging / mortgaging any accretion to existing security provided, and not permit any deterioration in existing security;
- To not enter into any scheme of merger, amalgamation, compromise or reconstruction;
- To not take any guarantee obligation on behalf of any third party of any other company;
- To not change its ownership or control;
- To not make any material change in its management or business or do anything that may have a material adverse effect;
- To not amend its constitutional documents;
- To not incur any further debt;
- To not to declare any dividend;
- To not enter into any agreement, arrangement, lease, derivative transactions, etc, other than that in the ordinary course of business;
- To not breach of any representation or statement made;
- To not default in the payment of principal or interest;
- To maintain all financial ratios required and ensure that the business is not carried on at a loss;
- To not create any charge, mortgage, pledge, hypothecation, lien or other encumbrance over our property;
- To not use the loan for any purpose other than the purpose for which it is sanctioned;
- To not fail to pay any of our liabilities or to perform any of our obligations under any other agreement with respect to the project for which such loan has been obtained;
- To not breach our Company’s pension plans;
- To allow the bank to appoint a nominee receiver, take possession and sell the property on default;
- To pay prepayment premium, commitment fees, liquidated damages and other costs under the agreements;
- To not enter into any transaction, other than in its ordinary course of business on the basis of arm’s length arrangements;
- To enter into any partnership, profit sharing or royalty agreement, joint venture, merger or consolidation or liquidation of any security;
- To not make any loans, advancements, deposits or capital contributions;
- To not engage directly or indirectly in any business other than the business currently engaged in; and
- To not form or acquire any subsidiary.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our financial condition and results of operations in conjunction with the audited and restated financial information including notes thereto and the examination report thereon, which appear in the chapter entitled 'Financial Statements of our Company' and 'Summary Financial Information' on pages 157 and 41 of this Draft Red Herring Prospectus, respectively. Our audited financial statement, are prepared in accordance with the Indian GAAP and the relevant provisions of the Companies Act and restated pursuant to the SEBI ICDR Regulations and described in the examination report on the restated financial information dated August 29, 2013. Unless otherwise stated, the financial information in this section has been derived from the restated financial information of our Company.

This discussion contains certain forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, such as the risks set forth in the chapters entitled 'Risk Factors' and 'Forward Looking Statements' on pages 13 and 12, respectively of this Draft Red Herring Prospectus.

Overview

We commenced our business as a trader of frozen marine products and in Fiscal 1998, we commenced cold storage operations at 4 (four) locations. We have, since then, expanded our operations to become an integrated temperature controlled logistics service provider with an ability to service customers on a pan-India basis.

Our operations can be classified into the following business segments:

1. Temperature controlled services; and

2. Ambient distribution.

While in previous financial years we only operated in the temperature controlled services and ambient distribution business segments, we have, in Fiscal 2014, commenced ambient warehousing as well.

Our warehousing solutions cover the complete spectrum of temperature ranges from ambient to chilled and frozen (i.e. +25ºC to -20ºC). We offer blast freezing facilities at our temperature controlled warehouses in Bengaluru, Mevalurkuppam, (near Chennai), Visakhapatnam, Serampore (near Kolkata), Taloja (near Mumbai), Ahmedabad, Palwal (near Delhi), and Mubarakpur (near Chandigarh). Our integrated 'Source to Stores' operations comprise warehousing, primary distribution and secondary distribution and value-added services including kitting, labelling, sorting and bulk breaking.

As of March 31, 2013, our operations comprised 19 temperature controlled warehouses across 13 locations in India including Serampore (near Kolkata), Taloja (near Mumbai), Palwal (near Delhi), Mevalurkuppam, (near Chennai) and Bengaluru capable of warehousing 36,071 pallets. As of July 31, 2013, our operations have increased to 21 temperature controlled warehouses across 13 locations with a storage capacity to warehouse 46,751 pallets and 3,000 ambient pallets. Further, as of Fiscal 2013, we operated 167 Reefer Vehicles. As of July 31, 2013, we operated 238 Reefer vehicles consisting of 175 leased and 63 owned vehicles. As of July 31, 2013, we engaged a total workforce of 1,191 including 351 permanent employees and 840 on a contract labour basis.

A majority of our temperature controlled warehouses are ISO 14001 (TUV-SUD), ISO 22000 (TUV-SUD) and FSSA certified. In addition, 4 (four) of our temperature controlled warehouses are EIA and MPEDA (Marine Products Export Development Authority) certified and 3 (three) temperature controlled warehouses are certified under the Drugs and Cosmetics Act, 1940.

Our distribution services comprise primary and secondary transportation. The primary transportation (long haul) generally facilitates inter-city transport of products. The primary transport service includes door to door service, customized Milk Runs and Part Cargo Consolidation. We also provide secondary transportation i.e. last mile distribution, supplying, amongst others, QSRs, retail outlets, restaurants and the hotels.

The product segments we cater to include:

- Dairy products including butter and cheese;
- Ice-cream;
- Poultry and meat;
- Sea food;
- Ready-to-eat / ready-to-cook food products;
- Confectioneries including chocolate and baked products;
- Fruits and vegetables;
- Healthcare and pharmaceutical products; and
- Industrial products such as x-ray, and photo-imaging, films.

GDL is our Promoter and our largest shareholder. Our other shareholders include Mitsubishi Corporation, Mitsubishi Logistics Corporation, Nichirei Logistics Group Inc., International Finance Corporation and Norwest Venture Partners VII–A Mauritius.

Our total revenue increased from ₹641.98 million in Fiscal 2012 to ₹1,141.03 million in Fiscal 2013. Our net profit as restated also increased from ₹50.89 million in Fiscal 2012 to ₹204.59 million in Fiscal 2013. Our total revenue in Fiscal 2013 comprised ₹926.75 million and ₹201.43 million, constituting 81.22% and 17.65%, respectively, from each of temperature controlled services and ambient distribution business.

Factors affecting our results of operations

The business of our Company is subject to various risks and uncertainties including those discussed in Section entitled '*Risk Factors'* beginning on page 13 of this Draft Red Herring Prospectus. Our financial condition and results of operations are affected by various factors of which the following are of particular importance.

Ability to successfully penetrate Tier II and Tier III cities while maintaining growth in Tier I cities

Over the last decade, the demand for quality food products has increased and consumer spending in Tier II and Tier III cities has been steadily on the rise, and this trend is expected to continue. However, a vast majority of the temperature controlled logistics service providers are regional and / or unorganised operators. At present, an estimated 90% of the temperature controlled logistics warehousing and around 80% of temperature controlled distribution business is catered to by regional and / or unorganised operators. (*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP)*

We propose to set up temperature controlled warehouses in or around Tier II and Tier III cities with a view to expanding our reach and catering to the expected growth from these cities. We intend to leverage our strengths including our:

- existing client base;
- technology advantage; and
- focus on quality,

to successfully penetrate Tier II and Tier III cities in India. Our ability to obtain land for our warehouses may be a significant determinant of our penetration of Tier II and Tier III cities.

Competition

The Indian temperature controlled logistics business is largely catered to by regional service providers with approximately 6-7% in warehousing and 15-20% in transportation catered to by organised operators. Further there are very few, if any, organised operators who have a comprehensive pan-India presence. [*Source: The Temperature Controlled Logistics Industry – India Ernst & Young LLP]* In addition, a number of service providers operate only in one or the other sector i.e. either temperature controlled warehouse business or temperature controlled distribution business. Therefore, we compete against various operators in different business segments in different geographic locations in addition to the regional and / or unorganised service providers.

Further, the temperature controlled logistics industry has not seen the advent of the large corporate houses or multinational companies and, consequently, the scale of operations of most organised competitors is not significantly different from ours. The entry of large domestic or multinational companies may have a detrimental effect on our margins and business operations.

Operating expenses

Our operating expenses primarily comprise hire charges, vehicle fuel expenses, power charges and vehicle running expenses. In addition, increases in rental costs and energy costs such as electricity and diesel prices may lead to an increase in operating expenses. We seek to reduce the ratio of our operating expenses to our revenues, including through initiatives such as preventive maintenance and better diesel-consumption monitoring. Further, to the extent that we are unable to pass on any increases in operating expenses through to our customers, we could face pressure on our margins.

Ability to Borrow at Favourable Rates

Our business requires significant amounts of capital expenditure. In the past, we have financed capital expenditure through a mix of equity infusion and borrowing. As an Indian company, we are subject to exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit our financing sources for our operations and could constrain our ability to obtain financing on favourable terms and refinance existing indebtedness. In addition, certain of our financing agreements include conditions and restrictive covenants that require us to obtain consents from the respective lenders prior to carrying out certain activities and entering into certain transactions. Any future changes in regulatory restrictions or in the terms typically found in our indebtedness agreements may adversely affect our ability to borrow at favourable rates, which may in turn adversely affect our results of operations.

Ability to successfully implement our growth strategies

One of the key determinants of our results of operations will be our ability of implement our growth strategies. As a part of our overall growth strategy,we are venturing into more nascent markets and proposing to set up temperature controlled warehouses in such geographic areas. Our ability to complete these projects in time and the time frame within these facilities reach optimum capacity utilisation will be a key factor in our success.

Changes in economic conditions in India

Our results of operations are highly dependent on the overall economic conditions in India. Any slowdown in the Indian economy including due to changes in interest rates, government policies, taxation, social and civil unrest and political, economic or other developments, could adversely affect our business and results of operations. Further our success depends to a significant extent on consumer confidence and spending on the products that we warehouse and distribute, which is influenced by general economic conditions and discretionary income levels. Many factors affect the level of consumer confidence and spending, particularly, in the QSR and restaurant segments, including recession, inflation, deflation, political uncertainty, availability of consumer credit, taxation, and unemployment. Our performance may decline during recessionary periods or in other periods where one or more macro-economic factors, or potential macro-economic factors, negatively affect the level of consumer confidence.

Our Significant Accounting Policies

a) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in India requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities on the date of the financial statements. Actual results could differ from those estimates. Any revision to accounting estimates is recognized prospectively in current and future periods.

b) Tangible Assets

Tangible assets are stated at acquisition cost, net of accumulated depreciation and accumulated impairment losses, if any, except in case of land, which is stated at cost. Subsequent expenditures related to an item of fixed asset are added to its book value only if they increase the future benefits from the existing asset beyond its previously assessed standard of performance. The company capitalises all costs relating to the acquisition, installation and construction of fixed assets, up to the date when the assets are ready for commercial use.

Items of fixed assets that have been retired from active use and are held for disposal are stated at the lower of their net book value and net realizable value and are shown separately in the financial statements. Any expected loss is recognised in the Statement of Profit and Loss, losses arising from the retirement of, and gains or losses arising from disposal of fixed assets which are carried at cost are recognised in the Statement of Profit and Loss.

Depreciation on additions/ deletions to fixed assets is calculated on pro-rata basis from/upto the date of such additions/ deletions. The Company provides depreciation on straight-line basis method at the rates specified under Schedule XIV to the Companies Act. Assets individually costing less than Rs. 5,000 are fully depreciated in the year of purchase.

The leasehold land including building constructed thereon is being amortized over the lease period.

c) Intangible Assets

Intangible assets are stated at acquisition cost, net of accumulated amortization and accumulated impairment losses, if any. Intangible assets are amortised on straight-line basis over a period of 5 years, based on management estimate. The amortization period and the amortization method are reviewed at the end of each financial year.

d) Inventories

Inventories are stated at lower of cost and net realisable value. Cost includes only the purchase cost of the goods. Net realisable value is the estimated selling price in the ordinary course of business less the estimated cost of completion and the estimated costs necessary to record the sale.

e) Revenue Recognition

Income from transportation, storage and handling activities is accrued on completion of the service. Income from commission on consignment sales is recognised on the completion of consignment sales.

f) Other income

Interest: Interest income is recognised on a time proportion basis taking into account the amount outstanding and the rate applicable.

g) Foreign Currency Transactions

Initial Recognition

On initial recognition, all foreign currency transactions are recorded by applying to the foreign currency amount the exchange rate between the reporting currency and the foreign currency at the date of the transaction.

Subsequent Recognition

As at the reporting date, non-monetary items which are carried in terms of historical cost denominated in a foreign currency are reported using the exchange rate at the date of the transaction. All non-monetary items which are carried at fair value or other similar valuation denominated in a foreign currency are reported using the exchange rates that existed when the values were determined.

All monetary assets and liabilities in foreign currency are restated at the end of accounting period. With respect to long-term foreign currency monetary items, the Company has adopted the following policy:

- Foreign exchange difference on account of a depreciable asset, is adjusted in the cost of the depreciable asset, which would be depreciated over the balance life of the asset.
- In other cases, the foreign exchange difference is accumulated in a Foreign Currency Monetary Item Translation Difference Account, and amortised over the balance period of such long term asset/ liability.

A monetary asset or liability is termed as a long-term foreign currency monetary item, if the asset or liability is expressed in a foreign currency and has a term of 12 months or more at the date of origination of the asset or liability.

Exchange differences on restatement of all other monetary items are recognised in the Statement of Profit and Loss.

h) Employee Benefits

(1) Defined Contribution Plan

Contribution towards provident fund and pension scheme for employees is made to the regulatory authorities which are recognised by the Income Tax Authorities and administered through appropriate authorities, where the Company has no further obligations. Such benefits are classified as Defined Contribution Schemes as the Company does not carry any further obligations, apart from the contributions made on a monthly basis.

(2) Defined Benefit Plan

The Company provides for gratuity, a defined benefit plan (**Gratuity Plan**) covering eligible employees in accordance with the Payment of Gratuity Act, 1972. The Gratuity Plan provides a lump sum payment to vested employees at retirement, death, incapacitation or termination of employment, of an amount based on the respective employee's salary and the tenure of employment. The Company's liability is actuarially determined by an independent actuary (using the Projected Unit Credit method) at the end of each year. Actuarial losses/ gains are recognised in the Statement of Profit and Loss in the year in which they arise.

(3) Other Employee Benefits

Compensated Absences: Accumulated compensated absences, which are expected to be availed or encashed within 12 months from the end of the year are treated as short term employee benefits. The obligation towards the same is measured at the expected cost of accumulating compensated absences as the additional amount expected to be paid as a result of the unused entitlement as at the year end.

Accumulated compensated absences, which are expected to be availed or encashed beyond 12 months from the end of the year are treated as other long term employee benefits. The Company's liability is actuarially determined (using the Projected Unit Credit method) at the end of each year. Actuarial losses/ gains are recognised in the Statement of Profit and Loss in the year in which they arise.

i) Borrowing Cost

General and specific borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale. All other borrowing costs are recognised in the Statement of Profit and Loss in the period in which they are incurred.

j) Current and Deferred Tax

Tax expense for the period, comprising current tax and deferred tax, are included in the determination of the net profit or loss for the period. Current tax is measured at the amount expected to be paid to the tax authorities in accordance with the taxation laws prevailing in the respective jurisdictions.

Deferred tax is recognised for all the timing differences, subject to the consideration of prudence in respect of deferred tax assets. Deferred tax assets are recognised and carried forward only to the extent that there is a reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realised. Deferred tax assets and liabilities are measured using the tax rates and tax laws that have been enacted or substantively enacted by the Balance Sheet date. At each Balance Sheet date, the Company reassesses unrecognised deferred tax assets, if any.

Current tax assets and current tax liabilities are offset when there is a legally enforceable right to set off the recognised amounts and there is an intention to settle the asset and the liability on a net basis. Deferred tax assets and deferred tax liabilities are offset when there is a legally enforceable right to set off assets against liabilities representing current tax and where the deferred tax assets and the deferred tax liabilities relate to taxes on income levied by the same governing taxation laws.

Minimum Alternative Tax credit is recognised as an asset only when and to the extent there is convincing evidence that the Company will pay normal income tax during the specified period. Such asset is reviewed at each Balance Sheet date and the carrying amount of the MAT credit asset is written down to the extent there is no longer a convincing evidence to the effect that the Company will pay normal income tax during the specified period.

k) Leases

Assets acquired under operating leases, where a significant portion of the risk and rewards of ownership are retained by the lessor, are classified as operating leases. Lease rentals are charged to the Statement of Profit and Loss on accrual basis.

l) Employees' Stock Option Scheme

Equity settled stock options granted under "ESOP Scheme" are accounted for as per the accounting treatment prescribed by the Guidance Note on Employee Share based Payments issued by the Institute of Chartered Accountants of India. The intrinsic value of the option being excess of market value of the underlying share immediately prior to date of grant over its exercise price is recognised as deferred employee compensation with a credit to employee stock option outstanding account. The deferred employee compensation is charged to Statement of Profit and Loss on straight line basis over the vesting period of the option. The options that lapse are reversed by a credit to employee compensation expense, equal to the amortised portion of value of lapsed portion and credit to deferred employee compensation expense equal to the unamortised portion.

m) Impairment of Assets

Assessment is done at each Balance Sheet date as to whether there is any indication that an asset (tangible and intangible) may be impaired. For the purpose of assessing impairment, the smallest identifiable group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows from other assets or groups of assets, is considered as a cash generating unit. If any such indication exists, an estimate of the recoverable amount of the asset/cash generating unit is made. Assets whose carrying value exceeds their recoverable amount are written down to the recoverable amount. Recoverable amount is higher of an asset's or cash generating unit's net selling price and its value in use. Value in use is the present value of estimated future cash flows expected to arise from the continuing use of an asset and from its disposal at the end of its useful life. Assessment is also done at each Balance Sheet date as to whether there is any indication that an impairment loss recognised for an asset in prior accounting periods may no longer exist or may have decreased.

n) Provisions and Contingent Liabilities

Provisions: Provisions are recognised when there is a present obligation 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 there is a reliable estimate of the amount of the obligation. Provisions are measured at the best estimate of the expenditure required to settle the present obligation at the Balance Sheet date and are not discounted to its present value.

Contingent Liabilities: 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.

o) Cash and Cash Equivalents

In the cash flow statement, cash and cash equivalents include cash on hand, demand deposits with banks, other short term highly liquid investments with original maturities of three months or less.

p) Segment Reporting

The accounting policies adopted for segment reporting are in conformity with the accounting policies followed by the Company. Revenue and expenses have been identified to segments on the basis of their relationship to the operating activities of the segment. Revenue and expenses, which relate to the Company as a whole and are not allocable to segments on a reasonable basis, have been included under 'Unallocable corporate expenses'.

q) 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. Earnings considered in ascertaining the Company's earnings per share are the net profit for the period. The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as bonus shares, other than the conversion of potential equity shares that have changed the number of equity shares outstanding, without a corresponding change in resources. For the purpose of calculating diluted earnings per share, the net profit or loss for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period is adjusted for the effects of all dilutive potential equity shares.

Changes in Accounting Policies in the last three years

There have been no recent changes in accounting policies.

Our Business Segments

Our business is divided into two reportable and certain unidentified segments which are below the reportable threshold criteria as required by the accounting standard AS17 – Segment Reporting on the basis of the nature of the businesses, the differing risks and returns, the organisation structure and our internal reporting systems:

The following table summarises total revenue and operating profit / (loss) from our two reportable and certain unidentified segments which are below the reportable threshold criteria as required by the accounting standard AS17 – Segment Reporting for the Fiscals 2013, 2012, 2011, 2010 and 2009:

(in ₹ million except percentage amounts)

Business Segment	Fiscal 2013			Fiscal 2012			Fiscal 2011			Fiscal 2010			Fiscal 2009		
	Segment Revenue	**Total Revenue (%)**	**Operating Profit / (Loss)**	**Segment Revenue**	**Total Revenue (%)**	**Operating Profit**	**Segment Revenue**	**Total Revenue (%)**	**Operating Profit**	**Segment Revenue**	**Total Revenue (%)**	**Operating Profit**	**Segment Revenue**	**Total Revenue (%)**	**Operating Profit**
Temperature Controlled Services	926.75	81.51	238.32	596.45	97.15	167.59	451.66	100	105.89	345.70	100	65.59	316.34	100	36.25
Ambient Distribution	201.43	17.72	(4.03)	14.12	2.30	0.46	-	-	-	-	-	-	-	-	-
Unidentified segments	8.77	0.77	-	3.39	0.55	-	-	-	-	-	-	-	-	-	
Total	**1,136.95**	**100.00**	**234.29**	**613.96**	**100.00**	**168.05**	**451.66**	**100.00**	**105.89**	345.70	100	65.59	316.34	100	36.25

Results of our Operations

The following table provides certain information with respect to our results of operations for Fiscals 2013, 2012, 2011, 2010 and 2009, as set forth in our audited restated financial statements.

(in ₹ millions except percentage amounts)

Particulars	Fiscal 2013		Fiscal 2012		Fiscal 2011		Fiscal 2010		Fiscal 2009	
	Amount	**Total Revenue(%)**	**Amount**	**Total Revenue (%)**	**Amount**	**Total Revenue(%)**	**Amount**	**Total Revenue (%)**	**Amount**	**Total Revenue (%)**
Revenue										
Revenue from operations	1,136.95	99.64	613.96	95.64	451.66	94.91	345.70	93.68	316.34	90.93
Other income	4.08	0.36	28.02	4.36	24.23	5.09	23.33	6.32	31.54	9.07
Total revenue (A)	**1,141.03**	**100.00**	**641.98**	**100.00**	**475.89**	**100.00**	**369.03**	**100.00**	**347.88**	**100.00**
Expenses										

(in ₹ millions except percentage amounts)										
Particulars	**Fiscal 2013**		**Fiscal 2012**		**Fiscal 2011**		**Fiscal 2010**		**Fiscal 2009**	
	Amount	**Total Revenue(%)**	**Amount**	**Total Revenue (%)**	**Amount**	**Total Revenue(%)**	**Amount**	**Total Revenue (%)**	**Amount**	**Total Revenue (%)**
Operating expenses	652.01	57.14	318.64	49.63	235.92	49.57	178.70	48.42	179.70	51.66
Purchases of Stock-in-Trade	8.23	0.72	3.87	0.60						
Changes in inventories of Stock-in-Trade	0.54	0.05	(0.54)	(0.08)						
Employee benefits expense	129.32	11.33	97.65	15.21	71.03	14.93	60.79	16.47	57.69	16.58
Finance costs	23.99	2.10	0.53	0.08	0.06	0.01	0.24	0.07	0.35	0.10
Depreciation and amortization expense	90.71	7.95	58.77	9.15	40.21	8.45	36.10	9.78	34.06	9.79
Other expenses	91.88	8.05	65.41	10.19	54.68	11.49	51.84	14.05	59.71	17.16
Total Expenses (B)	**996.68**	**87.35**	**544.33**	**84.79**	**401.90**	**84.45**	**327.67**	**88.79**	**331.51**	**95.30**
Profit before tax (A_B)	**144.35**	**12.65**	**97.65**	**15.21**	**73.99**	**15.55**	**41.36**	**11.21**	**16.37**	**4.70**
Tax Expenses										
Current tax (MAT)	44.62	3.91	4.86	0.76	9.24	1.94	-	-	-	-
MAT Credit Entitlement	-	-	(4.86)	(0.76)	(9.24)	(1.94)	-	-	-	-
Fringe benefit tax	-	-	-	-	-	-	-	-	1.29	0.37
-Deferred tax	(90.23)	(7.91)	34.09	5.31	9.54	2.00	-	-	-	-
Profit for the year	**189.96**	**16.65**	**63.56**	**9.90**	**64.45**	**13.54**	**41.36**	**11.21**	**15.08**	**4.33**

Revenue

Our revenue consists of revenue from our operations and other income, each of which is described below.

Principal Components of our Statement of Profit and Loss Account

Revenue

Our revenue consists of:

a. revenue from operations;
b. other income.

a. Our revenue from operations comprises income from temperature controlled services and income from ambient services and sale of traded goods. Other income consists of interest income, profit on sale of assets, prior period income, provision no longer required written back and miscellaneous income. Our total revenue for the Fiscals 2013, 2012, 2011, 2010 and 2009 was ₹1,141.03 million, ₹641.98 million, ₹475.89 million, ₹369.03 million and ₹347.88 million, respectively.

The following table sets out certain information relating to revenues from operations:

(in ₹million)

	Year ended				
	March 31, 2013	**March 31, 2012**	**March 31, 2011**	**March 31, 2010**	**March 31, 2009**
Sale of traded goods	8.77	3.39	-	-	-
Sale of Services :					
Income from temperature controlled services	915.98	585.38	438.73	321.99	306.21
Income from ambient services	201.43	14.12	-	-	-
Income from consignment agency services	10.77	11.07	12.93	23.71	10.13
Total	**1,136.95**	**613.96**	**451.66**	**345.70**	**316.34**

Sale of traded goods

Sale of traded goods comprises sale of fruits.

Income from temperature controlled services

Our income from temperature controlled services comprises income from temperature controlled warehousing and temperature controlled transportation. For temperature controlled warehousing, the revenue is billed on a 'per pallet' basis. The revenue billing in the temperature controlled transportation business is based on the weight and volume characteristics of the freight as well as the distance over which the freight is transported

Income from ambient services

For ambient services, revenue is billed on a 'per pallet' basis in case of warehousing and weight and volume characteristics of the consignments as well as the distances over which they are transported in case of transportation.

Income from consignment agency services

Under consignment agency services, we offer a range of supply chain services including inventory management, order collection and tax administration. Revenue from consignment agency business is commission based.

b. *Other Income*

Other income consists items such as interest income, profit on sale of assets, provision no longer required to be written back and miscellaneous income.

Expenses

Our expenses consists of operating expenses, purchases of stock-in-trade, changes in inventories of stock-in-trade, employee benefit expenses, finance costs, depreciation and amortisation expensesand other expenses. Operating expenses primarily comprise power charges, cold storage rent, labour charges, vehicle fuel expenses, vehicle running expenses, vehicle repair and maintenance and hire charges vehicle and containers. Expenses that are primarily fixed in nature include rent, rates and taxes, insurance and repair and maintenance.

Operating Expenses

Operating expenses comprise direct expenses related to operating our temperature controlled warehouses and vehicles and indirect operating expenses which primarily include: (i) power charges; (ii) cold storage rent; (iii) labour charges; (iv) repair and maintenance; (v) security and other charges; (vi) vehicle running expenses; (vii) vehicle fuel expenses; (viii) hire charges - vehicles and containers; and (ix) vehicle repair and maintenance.

Power charges, vehicle fuel expenses and hire charges vehicle and containers are the major components of our expenses. Fluctuations in power and fuel prices are beyond our control. Power and fuel costs in relation to our revenues have remained relatively constant without a significant impact on our margins.

Labour charges primarily comprise payments in respect of our contracted employees engaged at our temperature controlled warehouses.

Our repair and maintenance expenses consist of scheduled and unscheduled maintenance of our temperature controlled warehouses, vehicles, engines and other parts. In order to optimize and control maintenance costs, we carry out preventive maintenance on all our temperature controlled warehouses and vehicles. Repairs and maintenance expenses also include repairs of plant and machinery and maintenance of computers.

Security and other charges comprise security charges, pallet hire charges, loading and unloading and pest control charges.

Vehicle running expenses primarily comprise driver wages and allowances and other miscellaneous expenses.

The following table illustrates the breakup of our operating expenses as a percentage of our total revenue for the Fiscal 2013, 2012, 2011, 2010 and 2009, respectively.

	Fiscal 2013	**%of Total Revenue**	**Fiscal 2012**	**% of Total Revenue**	**Fiscal 2011**	**% of Total Revenue**	**Fiscal 2010**	**% of Total Revenue**	**Fiscal 2009**	**% of Total Revenue**
Power Charges	80.45	7.05	55.82	8.69	45.63	9.59	35.27	9.56	28.24	8.12
Cold Storage Rent	35.69	3.13	21.51	3.35	18.44	3.87	14.72	3.99	12.37	3.56
Labour Charges	36.34	3.18	30.20	4.70	20.04	4.21	15.54	4.21	14.16	4.07
Repair and Maintenance	9.34	0.82	11.44	1.78	10.45	2.20	6.40	1.73	5.48	1.58
Security and other charges	15.19	1.33	14.06	2.19	8.79	1.85	7.83	2.12	6.60	1.90
Vehicle Running Expenses	67.41	5.91	29.73	4.63	19.28	4.05	16.30	4.42	17.66	5.08
Vehicle Fuel Expenses	145.53	12.75	82.27	12.82	47.94	10.07	37.57	10.18	41.88	12.04
Hire Charges – Vehicles	242.49	21.25	57.70	8.99	48.19	10.13	31.61	8.57	40.75	11.71

and Containers										
Vehicle Repair and Maintenance	19.57	1.72	15.91	2.48	17.16	3.61	13.46	3.65	12.56	3.61
Total Operating Expenses	**652.01**	**57.14**	**318.64**	**49.63**	**235.92**	**49.57**	**178.70**	**48.42**	**179.70**	**51.66**

Employee benefit expense

Employee benefit expense consist of salaries and wages, contributions to provident and other funds and staff welfare expenses. Increases in employee benefit expenses are primarily due to increases in salaries and wages and increase in employee strength.

Finance Cost

Interest expenses include the bank guarantee commission, interest paid on term and bank loans, interest on cash credits and interest on tax shortfalls. Finance charges relate to fees charged by banks for various transactions, including those related to the issuance of demand drafts, processing fees and cash management fees.

Depreciation and amortization expense

Depreciation and amortization expense comprise depreciation of our buildings, plant and machinery, computers, software, furniture and fixtures, office equipment, vehicles and amortization of the leased land.

Other Expenses

Other expenses include rent, electricity charges of offices, printing and stationery, insurance, rates and taxes, legal and professional charges, auditors remuneration, communication expenses, travelling and conveyance charges, recruitment and training expenses, bad debts / advances written off, provision for doubtful debts and advances, assets written off, selling and distribution expenses, other repairs and maintenance expenses and miscellaneous expenses.

Tax Expense

Current Tax

We are liable to pay taxes under the Minimum Alternate Tax (**MAT**) (as defined under Section 115JB of the Income Tax Act) primarily because of certain unabsorbed depreciation and carried forward losses. MAT is a tax on book profits that was introduced by the Government starting in Fiscal 1997. MAT is applicable only if the tax payable under the MAT provisions is greater than the tax on taxable income calculated at the normal rates. The provision for tax is therefore calculated at the effective rate of 20.01% for Fiscal 2013.

Deferred Tax

Deferred tax arises from timing differences between book profits and taxable (accounting) profits that originates in one period and is capable of reversal in one or more subsequent periods. It is measured using tax rates and laws that have been enacted or substantively enacted as on the date of the balance sheet. We provide for deferred tax liability on such timing differences, subject to prudent considerations in respect of deferred tax assets. The significant timing differences include the difference in depreciation charged to the Statement of profit and loss and the depreciation claimed under the Income Tax Act, the items of expenditure covered under section 43B of the Income Tax Act and the unabsorbed depreciation and carried forward losses.

Results of Operations for Fiscal 2013 compared to Fiscal 2012

Revenue

Our total revenue increased by 77.74% from ₹641.98 million in Fiscal 2012 to ₹1,141.03 million in Fiscal 2013. This increase was primarily due to an increase in the pallet storage capacity in the warehousing division, the increase in fleet size in distribution division and increase in ambient service business.

Income from temperature controlled services:

Income from the temperature controlled services business increased by 56.48% from ₹585.38 million in Fiscal 2012 to ₹915.98 million in Fiscal 2013. Our temperature controlled services business improved as a result of an increase in the pallet storage capacity in the warehousing division (from 18,093 pallets as at March 31, 2012 to 36,071 pallets as at March 31, 2013) and the increase in fleet size in distribution division (from 127 as at March 31, 2012 to 167 as at March 31, 2013).

Income from ambient services:

Income from the ambient services business increased from ₹14.12 million in Fiscal 2012 to ₹201.43 million in Fiscal 2013. The ambient services business had only commenced in Fiscal 2012 and, consequently, the full year impact of the operations was realised only in Fiscal 2013.

Income from consignment agency services

Income from consignment agency services decreased by 2.71% from ₹11.07 million in Fiscal 2012 to ₹10.77 million in Fiscal 2013 on account of reduction in business volume of one of the warehouses.

Other Income

Other income consists items such as interest income, profit on sale of assets, provision no longer required to be written back and miscellaneous income. Other Income decreased by 85.44% from ₹28.02 million in Fiscal 2012 to ₹4.08 million in Fiscal 2013 due to reduction in interest income on account of deployment of surplus funds towards expansion.

Expenses

Total expenses increased by 83.10%, from ₹544.33 million in Fiscal 2012 to ₹996.68 million in Fiscal 2013. This increase was primarily due to increase in the pallet storage capacity in the warehousing division (from 18,093 pallets as at March 31, 2012 to 36,071 pallets as at March 31, 2013) and the increase in fleet size in distribution division (from 127 as at March 31, 2012 to 167 as at March 31, 2013) and an increase in ambient service business. Expenses as a percentage of total revenue was 87.35% in Fiscal 2013 as compared to 84.79% in Fiscal 2012.

Operating Expenses

Operating expenses increased by 104.62%, from ₹318.64 million in Fiscal 2012 to ₹652.01million in Fiscal 2013 constituting 49.63% of our total revenue in Fiscal 2012 to 57.14% of our total revenue for Fiscal 2013. This increase in absolute terms was primarily due to an increase in the pallet storage capacity in the warehousing division, the consequent increase in power charges, cold storage rent and the increase in fleet size in distribution division which resulted in an increase, amongst others, in the vehicle running expenses and vehicle repair and maintenance expenses. The increase in percentage terms, though, was primarily on account of an increase in the vehicle hire-charges in our ambient services. Our expenses on major operating expenses was as follows:

- Power charges were ₹80.45 million constituting 7.05% of our total revenue for the Fiscal 2013 as compared to ₹55.82 million constituting 8.69% of our total revenue in the Fiscal 2012. The increase was primarily on account of an increase in our total warehousing capacity as well as the increase in the per unit cost of electricity and diesel cost.

- Cold storage rent was ₹35.69 million constituting 3.13% of our total revenue for the Fiscal 2013 as compared to ₹21.51 million constituting 3.35% of our total revenue in the Fiscal 2012. While there was an increase in cold storage rent in absolute terms, primarily on account of an increase in our total storage capacity, cold storage rent as a percentage of total revenue reduced on account of a proportionately greater increase in revenue vis-a-vis rent.

- Repair and maintenance costs were ₹9.34 million constituting 0.82% of our total revenue for Fiscal 2013 as compared to ₹11.44 million constituting 1.78% of our total revenue in Fiscal 2012. The decrease in our repair and maintenance costs were primarily was due to our Company incurred lesser expenses during the said period.

- Vehicle fuel expenses were ₹145.53 million, constituting 12.75% of our total revenue for Fiscal 2013 as compared to ₹82.27 million constituting 12.82% of our total revenue in Fiscal 2012. The increase in cost was primarily on account of an increase in the fleet size from 127 as at March 31, 2012 to 167 as at March 31, 2013 as well as increase in diesel cost.

- Hire charges-vehicles and containers were ₹242.49 million constituting 21.25% of our total revenue for Fiscal 2013 as compared to ₹57.70 million constituting 8.99% of our total revenue in Fiscal 2012. The increase was primarily on account of an increase in ambient services and increase in fleet in temperature controlled distribution division.

- Vehicle repair and maintenance were ₹19.57 million constituting 1.72% of our total revenue for Fiscal 2013 as compared to ₹15.91 million constituting 2.48% of our total revenue in Fiscal 2012. The increase in cost was primarily on account of an increase in fleet size.

- Labour charges were ₹36.34 million constituting 3.18% of our total revenue for Fiscal 2013 as compared constituting ₹30.20 million or 4.70% of our total revenue in Fiscal 2012. The increase in cost was primarily on account of an increase in our total warehousing capacity and increase in wages.

- Security and other charges were ₹15.19 million constituting 1.33% of our total revenue for Fiscal 2013 as compared to ₹14.06 million constituting 2.19% of our total revenue in Fiscal 2012.

- Vehicle running expenses were ₹67.41 million constituting 5.91% of our total revenue for Fiscal 2013 as compared to ₹29.73 million constituting 4.63% of our total revenue in Fiscal 2012. The increase was primarily on account of an increase in the fleet size from 127 as at March 31, 2012 to 167 as at March 31, 2013.

Employee Benefits Expense

Employee benefits expense increased by 32.43%, from ₹97.65 million in Fiscal 2012 to ₹129.32 million in Fiscal 2013. The increase in cost was primarily due to increase in headcount of employees and the annual increase in remuneration. Our total employee strength increased from 262 as of March 31, 2012 to 354 as of March 31, 2013. However, employee benefits expense decreased from 15.21% of our total revenue in Fiscal 2012 to 11.33% of our total revenue for Fiscal 2013.

Other Expenses

Other expenses increased by 40.47% from ₹65.41 million in Fiscal 2012 to ₹91.88 million in Fiscal 2013. Other expenses as a percentage of our total revenue was 8.05% in Fiscal 2013 compared to 10.19 % in Fiscal 2012. The increase was primarily on account of increase in travelling and conveyance, provision for doubtful debts and advances, selling and distribution and miscellaneous expenses.

Finance Costs

Finance costs increased from ₹0.53 million in Fiscal 2012 to ₹23.99 million in Fiscal 2013. This increase was primarily due to the new term loans availed by the Company during Fiscal 2013. Finance costs as a percentage of our total revenue was 2.10% in Fiscal 2013 compared to 0.08% in Fiscal 2012.

Depreciation and Amortisation Expenses

Depreciation and amortisation expenses increased by 54.35% from ₹58.77 million and ₹90.71 million as depreciation and amortisation expense in Fiscal 2012 and Fiscal 2013, respectively. These expenses reflect the depreciation on buildings, plant and machinery, vehicles, computer equipments, furniture and fixtures, office equipments and amortisation of computer software Depreciation as a percentage of our total revenue decreased from 9.15% in Fiscal 2012 to 7.95% in Fiscal 2013 as our total revenue has increased substantially as against capital expenditure.

Profit before tax

The profit before tax increased from ₹97.65 million in Fiscal 2012 to ₹144.35 million in Fiscal 2013 due to the reasons for the changes mentioned in the revenue and expenses sections above. As a percentage of our total revenue, our profit before tax decreased to 12.65% in Fiscal 2013 from 15.21% in Fiscal 2012.

Tax Expenses

Our Tax expense decreased to a credit of ₹(45.61) million in Fiscal 2013 from expense of ₹34.09 million for Fiscal 2012, after considering the Nil MAT credit in Fiscal 2013 and a MAT credit of ₹4.86 million in Fiscal 2012. This decrease was on account of deferred tax credit in Fiscal 2013 on account of the 150% deduction benefit, of the capital expenditure, allowed under section 35AD of Income Tax Act, 1961.

Net Profit as restated

As a result of the foregoing factors, our net profit as restated, increased by 302.01% from ₹50.89 million in Fiscal 2012 to ₹204.59 million in Fiscal 2013. As a percentage of our total revenue, our net profit as restated, increased from 7.93% in Fiscal 2012 to 17.93% in Fiscal 2013.

Results of Operations for Fiscal 2012 compared to Fiscal 2011

Revenue

Our total revenue increased by 34.90% from ₹475.89 million in Fiscal 2011 to ₹641.98 million in Fiscal 2012. This increase was primarily due to an increase in the pallet storage capacity in the warehousing division (from 16,223 pallets as at March 31, 2011 to 18,093 pallets as at March 31, 2012) and the increase in fleet size in distribution division (from 94 as at March 31, 2011 to 127 as at March 31, 2012).

Income from the temperature controlled services:

Income from the temperature controlled services business increased by 33.42% from ₹438.73 million in Fiscal 2011 to ₹585.38 million in Fiscal 2012. The increase in revenue was as a result of an increase in pallet storage capacity in the warehousing division and an increase in the fleet size in distribution division.

Income from the ambient services:

We started ambient services in Fiscal 2012 and the revenue from it was ₹14.12 million.

Income from consignment agency services

Income from consignment agency services decreased by 14.38% from ₹12.93 million in Fiscal 2011 to ₹11.07 million in Fiscal 2012 on account of reduction in business volume of one of the warehouses.

Other Income

Other Income increased by 15.64% to ₹28.02 million in Fiscal 2012 from ₹24.23 million in Fiscal 2011 primarily on account of increase in provision no longer required written back partially offset by decrease in interest income.

Expenses

Total expenses increased by 35.44 %, from ₹401.90 million in Fiscal 2011 to ₹544.33 million in Fiscal 2012. Total expenses as a percentage of our total revenue was 84.79% in Fiscal 2012 as compared to 84.45% in Fiscal 2011.

Operating Expenses

Operating expenses increased by 35.06%, from ₹235.92 million in Fiscal 2011 to ₹318.64 million in Fiscal 2012. However, operating expenses increased from 49.57% of our total revenue in Fiscal 2011 to 49.63% of our total revenue for Fiscal 2012. Our expenses on major operating expenses were as follows:

- Power charges were ₹55.82 million constituting 8.69% of our total revenue for the Fiscal 2012 as compared to ₹45.63 million constituting 9.59% of our total revenue in the Fiscal 2011. The increase in the total power charges was primarily on account of an increase in our total warehousing capacity as well as the increase in per unit cost of electricity and diesel cost.

- Cold storage rent was ₹21.51 million constituting 3.35% of our total revenue for the Fiscal 2012 as compared to ₹18.44 million constituting 3.87% of our total revenue in the Fiscal 2011. The increase in cold storage rent was primarily on account of an increase in our total warehousing capacity.

- Repair and maintenance costs were ₹11.44 million, constituting 1.78% of our total revenue for Fiscal 2012 as compared to ₹10.45 million constituting 2.20% of our total revenue in Fiscal 2011.

- Vehicle fuel expenses were ₹82.27 million constituting 12.82% of our total revenue for Fiscal 2012 as compared to ₹47.94 million constituting 10.07% of our total revenue in Fiscal 2011. The increase in cost was primarily on account of an increase in the fleet size as well as increase in diesel cost.

- Hire charges – Vehicles and containers were ₹57.70 million constituting 8.99% of our total revenue for Fiscal 2012 as compared to ₹48.19 million constituting 10.13% of our total revenue in Fiscal 2011. The increase in cost in absolute terms was primarily on account of an increase in the fleet size.

- Vehicle repair and maintenance costs were ₹15.91 million constituting 2.48% of our total revenue for Fiscal 2012 as compared to ₹17.16 million constituting 3.61% of our total revenue in Fiscal 2011. Decrease in repair and maintenance cost was due to replacement of old vehicles.

- Labour charges were ₹30.20 million constituting 4.70% of our total revenue for Fiscal 2012 as compared to ₹20.04 million constituting 4.21% of our total revenue in Fiscal 2011. The increase in the total cost was primarily on account of an increase in our total warehousing capacity and increase in wages

- Security and other charges were ₹14.06 million constituting 2.19% of our total revenue for Fiscal 2012 as compared to ₹8.79 million constituting 1.85% of our total revenue in Fiscal 2011. The increase in the total cost was primarily on account of an increase in our total warehousing capacity.

- Vehicle running expenses were ₹29.73 million constituting 4.63% of our total revenue for Fiscal 2012 as compared to ₹19.28 million constituting 4.05% of our total revenue in Fiscal 2011. The increase in cost was primarily on account of an increase in the fleet size.

Employee Benefits Expense

Employee benefits expense increased by 37.48% from ₹71.03 million in Fiscal 2011 to ₹97.65 million in Fiscal 2012. The increase was primarily due to increase in headcount of employees and the annual increase in remuneration. Our total employees increased from 237 as of March 31, 2011 to 262 as of March 31, 2012. However, employee benefits expense increased from 14.93% of our total revenue in Fiscal 2011 to 15.21% of our total revenue for Fiscal 2012.

Other Expenses

Other expenses increased by 19.62%, from ₹54.68 million in Fiscal 2011 to ₹65.41 million in Fiscal 2012. Other expenses as a percentage of our total revenue was 10.19% in Fiscal 2012 compared to 11.49% in Fiscal 2011.

Finance Costs

Finance costs charges increased from ₹0.06 million in Fiscal 2011 to ₹0.53 million in Fiscal 2012. Finance costs as a percentage of our total revenue was 0.08% in Fiscal 2012 compared to 0.01% in Fiscal 2011.

Depreciation and Amortisation Expense

Depreciation and amortisation expense increased by 46.15% from ₹40.21 million and ₹58.77 million in Fiscal 2011 and Fiscal 2012, respectively. These expenses reflect principally the depreciation on buildings, plant and machinery, vehicles, computer equipments, furniture and fixtures office equipments and amortisation of computer softwares. Depreciation and amortisation expense as a percentage of our total revenue increased from 8.45% in Fiscal 2011 to 9.15% in Fiscal 2012.

Profit before tax

Our profit before tax increased from ₹73.99 million in Fiscal 2011 to ₹97.65 million in Fiscal 2012 due to the reasons for the changes mentioned in the revenue and expenses sections above . As a percentage of our total revenue, our profit before tax decreased to 15.21% in Fiscal 2012 from 15.55% in Fiscal 2011.

Tax Expense

Our tax expense increased to ₹34.09 million in Fiscal 2012 from ₹9.54 million for Fiscal 2011, which is an increase of ₹24.55 million or 257.34% after considering the MAT credit of ₹4.86 million and ₹9.24 million in Fiscal 2012 and Fiscal 2011, respectively.

Net Profit as restated

As a result of the foregoing factors, our net profit as restated decreased by 19.95% from ₹63.57 million in Fiscal 2011 to ₹50.89 million in Fiscal 2012. As a percentage of our total revenue, our net profit as restated, decreased from 13.36% in Fiscal 2011 to 7.93% in Fiscal 2012.

Results of Operations for Fiscal 2011 compared to Fiscal 2010

Revenue

Our total revenue increased by 28.96% from ₹369.03 million in Fiscal 2010 to ₹475.89 million in Fiscal 2011.] This increase was primarily due to increase in the pallet storage capacity in the warehousing division to 16,223 Pallets as March 31, 2011 and the increase in fleet size in distribution division (from 80 as at March 31, 2010 to 94 as at March 31, 2011).

Income from temperature controlled services:

Income from the temperature controlled services business increased by 36.26% from ₹321.99 million in Fiscal 2010 to ₹438.73 million in Fiscal 2010. Our temperature controlled services business improved as a result of an increase in pallet storage capacity in the warehousing division and increase in fleet size in distribution division.

Income from consignment agency service

Income from consignment agency services decreased by 45.46% from ₹23.71 million in Fiscal 2010 to ₹12.93 million in Fiscal 2011 primarily on account of one of our customers moving from our consignment agency service to our distribution service.

Other Income

Other Income increased by 3.85% to ₹24.23 million in Fiscal 2011 from ₹23.33 million in Fiscal 2010 primarily on account of increase in interest income.

Expenses

Expenses increased by 22.65%, from ₹327.67 million in Fiscal 2010 to ₹401.90 million in Fiscal 2011. This increase was primarily due to increase in pallet storage capacity in the warehousing division and increase in fleet size in distribution division.

Operating Expenses

Operating expenses increased by 32.02%, from ₹178.70 million in Fiscal 2010 to ₹235.92 million in Fiscal 2011 constituting 48.42% of our total revenue in Fiscal 2010 to 49.57% of our total revenue for Fiscal 2011. Our expenses on major operating expenses were as follows:

- Power charges were ₹45.63 million constituting 9.59% of our total revenue for the Fiscal 2011 as compared to ₹35.27 million constituting 9.56% of our total revenue in the Fiscal 2010. The increase in the total power charges was primarily on account of an increase in our total warehousing capacity as well as the increase in per unit cost of electricity and diesel cost.

- Cold storage rent was ₹ 18.44 million constituting 3.87% of our total revenue for the Fiscal 2011 as compared to ₹ 14.72 million constituting 3.99% of our total revenue in the Fiscal 2010. The increase in cold storage rent in absolute terms was primarily on account of an increase in our total warehousing capacity.

- Repair and maintenance costs were ₹ 10.45 million, constituting 2.20% of our total revenue for Fiscal 2011 as compared to ₹ 6.40 million constituting 1.73% of our total revenue in Fiscal 2010. The increase was on account of increase in our total warehousing capacity.

- Vehicle fuel expenses were ₹ 47.94 million constituting 10.07% of our total revenue for Fiscal 2011 as compared to ₹ 37.57 million constituting 10.18% of our total revenue in Fiscal 2010. The increase in cost was primarily on account of an increase in the fleet size as well as increase in diesel cost.

- Hire charges – vehicles and containers was ₹ 48.19 million constituting 10.13% of our total revenue for Fiscal 2011 as compared to ₹ 31.61 million constituting 8.57% of our total revenue in Fiscal 2010. The increase in cost in absolute terms was primarily on account of an increase in the fleet size.

- Vehicle repair and maintenance costs were ₹ 17.16 million constituting 3.61% of our total revenue for Fiscal 2011 as compared to ₹ 13.46 million constituting 3.65% of our total revenue in Fiscal 2010. The increase in cost was primarily on account of an increase in the fleet size.

- Labour charges were ₹ 20.04 million constituting 4.21% of our total revenue for Fiscal 2011 as compared to ₹15.54 million constituting 4.21% of our total revenue in Fiscal 2010. The increase in cost was primarily on account of an increase in our total warehousing capacity and increase in wages.

- Security and other charges were ₹ 8.79 million constituting 1.85% of our total revenue for Fiscal 2011 as compared to ₹ 7.83 million constituting 2.12% of our total revenue in Fiscal 2010. The increase in cost was primarily on account of an increase in our total warehousing capacity.

- Vehicle running charges were ₹ 19.28 million constituting 4.05% of our total revenue for Fiscal 2011 as compared to ₹ 16.30 million constituting 4.42% of our total revenue in Fiscal 2010. The increase in cost was primarily on account of an increase in the fleet size.

Employee Benefits Expense

Employee benefit expense increased by 16.84% from ₹ 60.79 million in Fiscal 2010 to ₹ 71.03 million in Fiscal 2011 constituting 16.47% of our total revenue in Fiscal 2010 to 14.93% of our total revenue for Fiscal 2011. The increase was primarily due to increase in headcount of employees and the annual increase in remuneration. Our total employees increased from 197 as of March 31, 2010 to 237 as of March 31, 2011.

Other Expenses

Other expenses increased by 5.48% from ₹ 51.84 million in Fiscal 2010 to ₹ 54.68 million in Fiscal 2011. Other expenses as a percentage of our total revenue was 11.49% in Fiscal 2011 compared to 14.05% in Fiscal 2010.

Finance Costs

Finance costs decreased by 74.95% from ₹ 0.24 million in Fiscal 2010 to ₹ 0.06 million in Fiscal 2011. Finance costs as a percentage of our total revenue was 0.07% in Fiscal 2011 compared to 0.01% in Fiscal 2010.

Depreciation and Amortisation Expense

Depreciation and amortisation expenses increased by 11.38% from ₹ 36.10 million and ₹ 40.21 million as depreciation and amortisation expense in Fiscal 2010 and Fiscal 2011, respectively. These expenses reflect principally the depreciation on buildings, plant and machinery, vehicles, computer equipments, furniture and fixtures, office equipments and amortisation of computer softwares. Depreciation and amortisation expense as a percentage of our total revenue decreased from 9.78% in Fiscal 2010 to 8.45% in Fiscal 2011 as our total revenue has increased substantially as against capital expenditure.

Profit before tax

Our profit before tax increased from ₹ 41.36 million in Fiscal 2010 to ₹ 73.99 million in Fiscal 2011 due to reasons for the changes mentioned in the revenue and expenses sections above. As a percentage of our total revenue, our profit before tax increased to 15.55% in Fiscal 2011 from 11.21% in Fiscal 2010.

Tax Expenses

Our tax expense was made at ₹ 9.54 million in Fiscal 2011 after considering the MAT credit of ₹ 9.24 million in Fiscal 2011.

Net Profit as restated

As a result of the foregoing factors, our net profit as restated, increased by 57.11% from ₹ 40.46 million in Fiscal 2010 to ₹ 63.57 million in Fiscal 2011. As a percentage of our total revenue, our net profit as restated, increased from 10.96% in Fiscal 2010 to 13.36% in Fiscal 2011.

Liquidity and Capital Resources

Historically, our primary liquidity requirements have been to finance our working capital requirements for our operations and for capital expenditures. We have met these requirements through cash flows from operations as well as through borrowings. As on March 31, 2013, we had ₹ 73.30 million in cash and cash equivalents, and ₹ 950.00 million in term loans facility. For further information, please see the chapter entitled '*Financial Indebtedness*' on page 214 of this Draft Red Herring Prospectus.

We believe that our anticipated cash flow from operations, committed debt facilities, together with proceeds from this Issue and our existing cash, will be sufficient to meet our operating and capital expenditure requirements for the Fiscal 2014.

Cash Flows

The table below summarizes the statement of cash flows, as per our restated cash flow statements, for the year indicated:

(`in ₹ millions)

Particulars	**For the year ended March 31,**				
	2013	**2012**	**2011**	**2010**	**2009**
Net Cash generated from operating activities	139.61	109.90	99.17	20.70	14.79
Net Cash generated (used in) investing activities	(1,133.83)	(262.19)	(247.44)	(64.15)	(41.78)
Net Cash generated from (used in) financing activities	926.97	(0.29)	(0.06)	237.65	(2.31)
Net increase/ (decrease) in cash and cash equivalents	(67.25)	(152.58)	(148.33)	194.20	(29.30)

Operating Activities

In Fiscal 2013, net cash generated from operating activities was ₹ 139.61 million and our restated profit before tax was ₹ 144.38 million. Certain adjustments made to the restated profit before tax include depreciation of ₹90.71million, interest paid of ₹ 23.03 million, profit on sale of fixed assets of ₹ 1.21 million, direct taxes paid (net of refunds) of ₹ 18.39 million, provision for doubtful debts and advances of ₹ 18.96 million, assets/investments written off of ₹0.62 million, interest received of ₹ 1.99 million and changes in working capital such as an increase in trade receivables of ₹ 159.88 million, increase in loans and advances of ₹ 75.02 million, decrease in inventories of ₹ 0.54 million and increase in current liabilities of ₹ 117.86 million.

In Fiscal 2012, net cash generated from operating activities was ₹ 109.90 million and our restated profit before tax was ₹ 98.22 million. Certain adjustments made to the restated profit before tax include depreciation of ₹ 58.77 million, interest paid of ₹ 0.29 million, direct taxes paid (net of refunds) of ₹ 10.90 million, provision for doubtful debts and advances of ₹ 10.17 million, profit on sale of assets of ₹ 0.76 million, interest received of ₹ 19.30 million, bad debts/irrecoverable advances written off of ₹ 0.14 million, assets/investment written off of ₹ 0.69 million, liabilities no longer required written back ₹ 0.83 million and changes in working capital such as an increase in trade receivables of ₹ 33.97 million, increase in loans and advances of ₹ 13.36 million, increase in inventories of ₹ 0.54 million and increase in current liabilities of ₹ 21.28million.

In Fiscal 2011, net cash generated from operating activities was ₹ 99.17 million and our restated profit before tax was ₹ 75.02 million. Certain adjustments made to the restated profit before tax include depreciation of ₹ 40.21, interest paid of ₹ 0.06 million, direct taxes paid (net of refunds) of ₹ 9.94 million, provision for doubtful debts and advances of ₹ 10.17 million, interest received of ₹ 23.46 million, bad debt/irrecoverable advances written off of ₹ 2.21 million, assets/investment written off of ₹ 0.34 million, liabilities no longer required written back ₹ 3.25 million, and changes in working capital such as an increase in trade receivables of ₹ 29.34 million, decrease in loans and advances of ₹ 27.27 million and increase in current liabilities of ₹ 9.88 million.

Investing Activities

In Fiscal 2013, net cash used in investing activities was ₹ 1,133.83 million. This reflected expenditure incurred towards purchase of tangible/intangible assets of ₹ 1137.86 million, partially offset by sale of fixed assets of ₹ 1.89 million and interest received of ₹ 2.14 million. Our expenditure on tangible assets primarily included expenses for expansion of our warehousing capacity and our fleet size

In Fiscal 2012, net cash used in investing activities was ₹ 262.19 million. This reflected expenditure incurred towards purchase of tangible/intangible assets of ₹ 283.95 million, partially offset by sale of fixed assets of ₹ 3.11 million and interest received of ₹ 18.65 million. Our expenditure on tangible assets primarily included expenses for expansion of our warehousing capacity and our fleet size.

In Fiscal 2011, net cash used in investing activities was ₹ 247.44 million. This reflected expenditure incurred towards purchase of tangible/intangible assets of ₹ 277.33 million, partially offset by interest received of ₹ 29.89 million. Our expenditure on tangible assets primarily included expenses for expansion of our warehousing capacity and our fleet size.

To maintain the growth of the business segments we operate in, infusion of capital on a regular basis for setting up of new warehouses and to augment our fleet size is required. We believe our negative cash flow from investing activities is, in part, attributable to the above reasons associated with the expansion of our business.

Financing Activities

In Fiscal 2013, net cash from financing activities was ₹ 926.97 million. We raised ₹ 950.00 million from proceeds from long term borrowings, partially offset by interest paid off ₹ 23.03 million.

In Fiscal 2012, net cash used in financing activities was ₹ 0.29 million. We spent ₹ 0.29 million towards interest paid.

In Fiscal 2011, net cash used in financing activities was ₹ 0.06 million. We spent ₹ 0.06 million towards interest paid.

Secured and Unsecured Borrowings

As of March 31, 2013, our total secured borrowings as per our restated financial information were ₹ 950.00 million primarily comprising ₹ 650.00 million from banks and ₹ 300.00 million from IFC. The following table sets forth our repayment obligations under the terms of our indebtedness. There were no unsecured borrowings as of March 31, 2013.

(in ₹ millions)

Particulars of indebtedness	Total outstanding amount as of March 31, 2013	Payments due			
		Less than 1 year	1 year to 3 years	3 years to 5 years	More than 5 years
Secured	950.00	41.00	335.00	360.00	214.00
Unsecured	-	-	-	-	-

Many of our financing agreements include various conditions and covenants that require us to obtain lender consents prior to carrying out certain activities and entering into certain transactions. In particular, we must seek and obtain, prior written permission of one or more lenders to effect any scheme of amalgamation, merger or acquisition; effect changes in our capital structure; implement a new scheme of expansion or diversification; enter into any borrowing arrangement with any other bank, financial institution, company or otherwise; make any alterations in our Company's controlling ownership or any documents relating to our Company's constitution; invest in the shares or debentures of any other company or extend finance to associate companies; repay monies brought in by the promoters/directors and their friends and relatives; declare dividends; lend or advance or place deposits with any other concern; undertake guarantee obligations on behalf of any third party; create a further charge, lien or encumbrance over the assets and properties to be charged to the bank; sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the bank. Please see the section '*Financial Indebtedness*' beginning on page 214 of this Draft Red Herring Prospectus for further details.

Working Capital Facilities

As of March 31, 2013, our sanctioned working capital facilities consisted of an aggregate fund based limit of ₹ 300 million, an aggregate non-fund based limit of ₹ 500 million. As of July 31, 2013, we had not utilised any of our working capital facilities.

Contingent Liabilities

The following table sets forth the principal components of our contingent liabilities not provided for as of March 31, 2013 as per our restated financial information:

(in ₹ millions)

Particulars	**As of March 31, 2013**
Contingent Liability not provided for in respect of:	
Income tax matters	0.77
Wealth Tax Matters (Amount paid under protest ₹0.30 Million) (2012: ₹0.30 Million)	0.30
Bank Guarantees	6.21
Total	**7.28**

Please see the section '*Financial Statements of our Company*' beginning on page 157 of this Draft Red Herring Prospectus for further details.

Capital Expenditure

We intend to use ₹ 1,297.73 million from the Net Proceeds of the Issue for funding our capital expenditure towards the proposed new warehouses. For additional information relating to our capital expenditure plans, please see the chapter entitled '*Objects of the Issue*' on page 71 of this Draft Red Herring Prospectus.

For Fiscal 2011, 2012 and 2013, the cash flow for purchase of tangible/intangible assets as per our restated cash flow statement was ₹277.33 millions, ₹283.95 millions, and ₹1,137.86 millions, respectively. The higher expenditure was primarily due to setting up of new temperature controlled warehouses at various locations and purchase of vehicles.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, derivative instruments or other relationships with any entities that would have been established for the purpose of facilitating off-balance sheet arrangements.

Related Party Transactions

For details of the related party transactions, please see the chapter entitled '*Financial Statements of our Company*' on page 157.

Quantitative and Qualitative Disclosure about Market Risk

Market risk is the risk of loss related to adverse changes in market prices, including interest rate and foreign exchange rates of financial instruments. We are exposed to various types of market risks, in the normal course of our business. The following discussion and analysis, which constitute "forward-looking statements" that involve risk and uncertainties, summarise our exposure to different market risks.

1. Unusual or Infrequent Events or Transactions

Except as described in this Draft Red Herring Prospectus, there have been no other events or transactions that, to the knowledge of the management of our Company, may be described as "unusual" or "infrequent".

2. Significant Economic Changes

Other than as mentioned under the heading entitled '*Factors Affecting Results of Our Operations'* in this chapter, to the knowledge of the management of our Company, there are no other significant economic changes that materially affect or are likely to affect income from continuing operations.

3. Known Trends or Uncertainties

Our business has been affected and we expect will continue to be affected by the trends identified above in the heading entitled '*Factors Affecting our Results of Operations and Financial Condition*' and the uncertainties described in the chapter entitled '*Risk Factors*' on page 13 of this Draft Red Herring Prospectus. To our knowledge, except as described or anticipated in this Draft Red Herring Prospectus, there are no known factors which we expect will have a material adverse impact on our revenues or income from continuing operations.

4. Future Relationship Between Costs and Income

Other than as described elsewhere in this Draft Red Herring Prospectus, particularly in this chapter, to the knowledge of the management of our Company, there are no known factors that might affect the future relationship between costs and revenues.

5. Material Increases in Net Sales or Revenue due to Increased Sales Volume, Introduction of New Products or Services, or Increased Sales Prices

Changes in revenues during the last three years are as explained in the part '*Fiscal 2013 compared to Fiscal 2012*' and '*Fiscal 2012 compared to Fiscal 2011*' in this chapter.

6. Total Turnover of Each Major Industry Segment in Which the Issuer Company Operated

We report the industry segment in which our Company operates in our restated financial information. For details, please see the chapter entitled '*Our Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus.

7. Status of Any Publicly Announced New Products or Business Segment

Except as described in this chapter and the chapters entitled ‘*Our Business*’ and ‘*Risk Factors*’ on pages 104 and 13, respectively, of this Draft Red Herring Prospectus, there are currently no publicly announced new products or business segments.

8. Seasonality of Business

Our business is not seasonal. Our business is largely dependent on the state of economy and overall economic conditions prevailing both locally and globally. The level of our operations, income and profitability may be affected by these factors. For further details in this regard, please see the chapter entitled ‘*Risk Factors’* on page 13 of this Draft Red Herring Prospectus.

9. Supplier or Customer Concentration

For further details in this regard, please see the chapter entitled ‘*Risk Factors’* on page 13 of this Draft Red Herring Prospectus.

10. Competitive Conditions

For further details in this regard, please see the chapters entitled ‘*Risk Factors’* and *‘Our Business’* on page 13 and 104 of this Draft Red Herring Prospectus.

11. Significant developments after March 31, 2013

Except as stated in this Draft Red Herring Prospectus, to our knowledge, no circumstances have arisen since the date of the last financial statements as disclosed in this Draft Red Herring Prospectus which materially and adversely affect or are likely to affect the operations or profitability of the Company, or the value of our assets or our ability to pay our material liabilities within the next twelve months.

Except as stated in this Draft Red Herring Prospectus, there is no development subsequent to March 31, 2013 that we believe is expected to have a material impact on the reserves, profits, earnings per share and book value of our Company.

MATERIAL DEVELOPMENTS

Recent Developments

Except as set out below, there are no material changes and commitments which are likely to affect the financial position of our Company since March 31, 2013 (i.e. last date up to which financial information is incorporated in this Draft Red Herring Prospectus).

1. NVP investment – Further to an issue of equity shares to NVP aggregating ₹ 600 million we have entered into an amended and restated shareholders' agreement with our major shareholders. For further details please see section entitled *'History and Certain Corporate Matters'* on page 124 of this Draft Red Herring Prospectus.

2. We have commenced operations in the following warehouses

Location	Temperature controlled pallet storage capacity	Ambient pallet storage capacity
Howrah, Kolkata	4,320	Nil
Kompally, (near Hyderabad)	3,000	1,000
Mubarakpur (near Chandigarh)	3,360	2,000

3. We have availed fresh debt of ₹ 150 million from IFC. For further details please see chapter entitled *'Financial Indebtedness'* on page 214 of this Draft Red Herring Prospectus.

SECTION VI: LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

Except as stated below there are no outstanding litigation, suits, criminal or civil prosecutions, proceedings or tax liabilities against our Company, Promoter, Directors and Group Companies and there are no defaults, non-payment of statutory dues, over-dues to banks/financial institutions, defaults against banks/financial institutions, defaults in dues payable to holders of any debenture, bonds and fixed deposits and arrears of preference shares issued by our Company, defaults in creation of full security as per terms of issue/other liabilities, proceedings initiated for economic/civil/any other offences (including past cases where penalties may or may not have been awarded and irrespective of whether they are specified under paragraph (I) of Part 1 of Schedule XIII of the Companies Act) other than unclaimed liabilities of our Company and no disciplinary action has been taken by SEBI or any stock exchanges against our Company, Promoter, Directors or our Group Companies.

Neither our Company nor its Directors, have been declared as wilful defaulters by the RBI or any other Governmental authority and there have been no cases of violations of securities laws against them or any person or entity connected with them, except as mentioned below.

For details of the contingent liabilities of our Company, please see the section entitled '*Financial Statements of our Company*' on page 157 of this Draft Red Herring Prospectus.

Cases against our Company

Arbitration proceedings

1. Dabon International Private Limited initiated arbitration proceedings against our Company claiming ₹2.69 million on account of cold storage warehousing services provided to them pursuant to two agreements dated January 9, 2006. Our Company filed a written statement on February 1, 2013. The proceedings are currently pending before the Sole Arbitration Bench of Justice Sharda Aggarwal (Retired) at Delhi. Both parties completed framing of the issues on August 22, 2013. The next date of hearing is on October 7, 2013.

2. Hatsun Agro Product Limited (**Hatsun**), in response to a demand vide notice dated October 19, 2012 for payment of outstanding dues of ₹5.07 million to our Company, issued a notice on November 6, 2012 to our Company alleging that our Company failed to fulfil its obligations under the agreement with Hatsun. Subsequently, on March 26, 2013 our Company initiated arbitration proceedings before the Sole Arbitration Bench of Mr. Ganesh Shenoy at Bengaluru. Both parties have completed framing the issues. Hatsun has filed a counter claim for ₹43.80 million in respect of the dispute. The next date of hearing is on September 10, 2013.

Tax Cases

Income tax

(in ₹ millions)

Sl. No.	Appeal No. / Case No.	Period	Amount involved	Description
1.	Order dated December 29, 2008	AY 2003 – 2004	NIL	The Assistant Commissioner, IT, by an assessment order dated December 29, 2006 held that our Company claimed a higher rate of depreciation on the motor vehicles (commercial) owed by us. The depreciation disallowed was ₹0.42 million. Further, our Company was eligible for, and received, capital subsidy from the National Horticulture Board for construction and expansion of cold storage. The Assistant Commissioner, IT, in the assessment order dated December 29, 2006 held that in our calculation of depreciation on plant and machinery, the capital subsidy received was not deducted from the cost of our plant and

Sl. No.	Appeal No. / Case No.	Period	Amount involved	Description
				machinery. Accordingly, the differential depreciation of ₹0.46 million was disallowed. Pursuant to the order, the Assistant Commissioner issued a notice of demand on December 29, 2008. The tax due to be paid is Nil. Our Company preferred an appeal to the CIT Appeals, Cochin on February 7, 2009. The matter is pending. The next date of hearing is yet to be posted.
2.	August 14, 2007	AY 2006 – 2007	0.34	In AY 2006 – 2007 our Company had set-off unabsorbed depreciation loss of ₹0.34 million against income from other sources. However, this was disallowed by the Income Tax Department and a demand notice dated August 14, 2007 was issued. Our Company filed an application for rectification of the assessment order on October 19, 2007 before the Assistant Commissioner of Income Tax, DAO – 1, Range – 1, Kochi. The matter is currently pending.
3.	Order dated November 30, 2011	AY 2009-2010	9.17	The Deputy Commissioner of Income Tax issued an order and a notice against our Company on November 30, 2011 for ₹9.17 million towards disallowance and additions. Our Company has filed an appeal against the notice on January 9, 2012. The matter is currently pending hearing.
4.	February 25, 2013	AY 2010 – 2011	NIL	The Deputy Commissioner of Income Tax issued a demand notice to our Company on February 25, 2013 disallowing certain expenses. Our Company has replied to the notice by a letter dated April 3, 2013. Our Company also filed an appeal with the Commissioner of Income Tax (Appeals)-III, Bangalore on April 4, 2013. The matter is currently pending.

Wealth Tax

1. Our Company has preferred an appeal on May 19, 2010 in the Income Tax Appellate Tribunal against an order of the CIT, Appeals, dated December 30, 2008, in respect of our income tax returns for the assessment year 2002 – 2003. The CIT held that vacant land owned by our Company is not urban land as pet Wealth Tax and it is utilised for business purpose i.e., temperature controlled warehousing. Consequently, a wealth tax demand notice dated December 30, 2008 was issued against us requiring us to pay a sum of ₹0.30 million. Our Company filed an appeal on February 10, 2009 before the Commissioner of Income tax (Appeals) II, Ernakulam. The matter is pending. The next date of hearing is yet to be posted.

Sales Tax

1. The Value Added Tax Officer, Cochin, on the basis of a best judgment assessment dated March 28, 2012 had concluded, in respect of our business that the cost of goods sold is more than the sales value for Fiscal 2011. Accordingly, a sum of ₹1.15 million was levied as penalty pursuant a demand notice dated July 30, 2012. Our Company has preferred an appeal to the Deputy Commissioner, Appeals against the said demand notice. The matter is pending. The next date of hearing is yet to be posted.

2. Our Company received a notice of assessment of Value Added Tax on February 10, 2011. Our Company submitted a response to the notice vide a letter dated April 1, 2011. The Value Added Tax Officer,

Hyderabad thereafter issued a show cause notice dated March 28, 2012 alleging that the classification of goods in our annual returns from Fiscal 2007 to Fiscal 2011 was incorrect and requiring our Company to show cause why a sum of ₹0.23 million should not be levied against us. Our Company classifies the goods under the 8.5% category instead of under the 12.5% category. However, the VAT Officer alleged that roasted almonds and walnuts should be classified under 12.5% category and frozen items should be classified under the 14.5% category and that, consequently, higher VAT should have been paid. Subsequently, on May 15, 2012, our Company received a demand for penalty for payment of ₹0.06 million. The matter is pending. The next date of hearing is yet to be posted.

Cases by our Company

Criminal Cases

1. Our Company has initiated criminal proceedings vide criminal case no. 667/12 under section 138 of the Negotiable Instruments Act, 1881, against Shivam Agro Products before the Judicial Magistrate First Class, Sanad for recovery of a sum of ₹0.43 million. The matter is pending and the next date of hearing is September 17, 2013.

2. Our Company has initiated criminal proceedings vide criminal case no. 24/2011 under section 138 of the Negotiable Instruments Act, 1881, against Subhasis Chakraboroty, proprietor, Bengal Gas, before the Additional Chief Judicial Magistrate, Chandernagore, Hoogly, West Bengal for recovery of a sum of ₹ 0.62 million. The defendant has made payments, subsequently, and the matter may be resolved on the payment of another instalment of ₹0.15 million. The matter is pending and the next date of hearing is September 9, 2013.

3. Our Company has initiated criminal proceedings vide criminal cases no. CC-1643 of 2012 and CC-233 of 2013 under section 138 of the Negotiable Instruments Act, 1881, against Kool Foods before various fora for recovery of a sum of ₹0.41 million. Kool Foods filed a memorandum of criminal petition No. 7015 of 2013 before the High Court of Judicature at Hyderabad to quash the complaint filed by our Company. The High Court of Judicature, Hyderabad issued summons to our Company thereafter for inquiry into the show cause as to why the memorandum filed by Kool Foods should not be admitted. The matter is currently pending before the High Court and the next date of hearing is September 2, 2013.

Civil Cases

1. Our Company has filed a title suit No. 131 of 2010 on August 7, 2010 in the Court of Learned Judge (Junior Division) at Sreerampore against Modular Industrial Infrastructure Limited, in respect of the registration of the land at Kolkata where our temperature controlled warehouse is located for specific performance of the lease agreement dated May 14, 1997. The matter is pending and the next date of hearing is yet to be posted.

2. Our Company has filed a winding up petition on May 1, 2013 before High Court of Judicature at Delhi against Aravali Infrapower Limited on account of outstanding dues of ₹0.98 million. The matter is yet to be listed.

Notices

1. Our Company has, on December 13, 2010 issued a legal notice to Swiss Foods Specialities (India) Private Limited, one of our customers, for recovery of debt of ₹1.01 million with interest. Swiss Foods defaulted on the payment of the aforementioned amount against storage charges. The matter is currently pending.

2. Our Company has issued a legal notice dated December 13, 2010 to Lighthouse Trade Links Private Limited for recovery of a sum of ₹0.27 million. M/s. Lighthouse Trade Links Private Limited defaulted on the payment of the aforementioned amount against storage charges. The matter is currently pending.

3. Our Company has issued a legal notice dated August 28, 2012 to Oceanic Bounties for recovery of as sum of ₹1.68 million. M/s. Oceanic Bounties defaulted on the payment of the aforementioned amount against storage charges. The matter is currently pending.

Statutory Non Compliance

Our Company has made an application, on June 14, 2013 before the Company Law Board, Chennai for compounding of contravention under Section 192(1) of the Companies Act for not attaching in the e-form No.23, the extract of certain disclosures made in the Explanatory Statement to the Notice calling Extra Ordinary General Meeting. The matter is currently pending.

Small Scale Industries

Our Company does not owe any small scale industries or any MSMEs any amounts exceeding ₹1 lakh which is outstanding for more than 30 days except for those small scale sector industry entities where the payment terms are in excess of 30 days. There are no disputes with such entities in relation to payments to be made to them.

Cases involving our Directors

Cases filed against Mr. Prem Kishan Dass Gupta

Criminal cases

1. M/s SPC Infrastructure Pvt Ltd, through Shri Shubhakaran Chudhary filed claim 321 of 2005 against Gateway Distriparks Limited, Mr. Gopinath Pillai, Mr. Prem Kishan Dass Gupta, Mr. Shabbir Hassanbhai, Mr. Michael Philip Pinto, Mr. Saroosh Dinshaw and Others before the Senior Magistrate at Jaipur. A notice for inquiry was received by Gateway Distriparks Limited under section 91 and 202 of the Criminal Procedure Code. Gateway Distriparks Limited filed a replied to this notice by its letter dated June 3, 2011. The matter is currently pending. The amount claimed in the matter is ₹ 1.55 million. The next date of hearing is August 29, 2013.

2. The CBI filed a charge-sheet on December 22, 1998 in the court of the Metropolitan Magistrate, New Delhi, alleging fraud and criminal conspiracy. The charge sheet alleges that one Mr. Muneshwar Singh entered into a criminal conspiracy with other accused persons including Mr. Prem Kishan Dass Gupta and in pursuance of the criminal conspiracy procured Entitlement Certificates for the import of newsprint from the office of Registrar of Newspapers for India (RNI), New Delhi on the basis of forged documents. The charge-sheet further alleges that thereafter, Mr. Muneshwar Singh along with various agents including Mr. Prem Kishan Dass Gupta, imported the newsprint at Bombay and Visakhapatnam ports and got the newsprint cleared and subsequently either disposed off the same locally in Bombay or diverted the same to different places like Calcutta, Delhi, Jaipur, Biwandi, Nagpur and Ajmer instead of transporting the newsprint to the place of publications. It is also alleged that as a result of these actions of all the accused, the Government of India was cheated to the tune of ₹37.27 million.

   The specific charges against Mr. Prem Kishan Dass Gupta are yet to be determined by the Court in view of the order of the High Court of Judicature at Delhi on February 2, 2008 in Criminal Revision Petition No. 429 of 2005. The matter is currently pending. The next date of hearing is on October 23, 2013.

Cases filed against our Promoter

Criminal cases

M/s SPC Infrastructure Pvt Ltd, through Shri Shubhakaran Chudhary filed claim 321 of 2005 against Gateway Distriparks Limited, Mr. Gopinath Pillai, Mr. Prem Kishan Dass Gupta, Mr. Shabbir Hassanbhai, Mr. Michael Philip Pinto, Mr. Saroosh Dinshaw and Others before the Senior Magistrate at Jaipur. A notice for inquiry was received by Gateway Distriparks Limited under section 91 and 202 of the Criminal Procedure Code. Gateway Distriparks Limited filed a replied to this notice by its letter dated June 3, 2011. The matter is currently pending. The amount claimed in the matter is ₹ 1.55 million. The next date of hearing is August 29, 2013.

Civil cases

1. Smt. Ranjana Rohidas Wagh and Others filed an application no. 170 of 2013 on August 1, 2013 for compensation under Section 166 of the Motor Vehicles Act, 1988 against Gateway Distriparks Limited (**GDL**) and Bajaj Allianz General Insurance Co. Limited before the Motor Accident Claims Tribunal, Thane on account of death of her husband, Rohidas Damodar Wagh caused by an accident in the GDL yard. The amount claimed is ₹2.00 million. The next date of hearing is September 6, 2013.

2. Indrajit Singh and Others filed an application no. M.A.C.P. No. 59 of 2012, for compensation under Section 166 of the Motor Vehicles Act, 1988, before the Motor Accidents Claims Tribunal District Court, Urai against Gateway Distriparks Limited and Future Generali India, on account of death of a guard, Indrajit caused by an accident. The amount claimed is ₹0.26 million. The matter is currently pending.

Arbitration proceedings

Container Corporation of India filed two O.M.P.s bearing nos. 478 and 479 of 2008 under section 9 of the Arbitration and Conciliation Act, 1996 on September 6, 2008 before the Honourable High Court of Judicature at Delhi against GDL and Gateway Rail Freight Limited (**GRFL**) in respect of a joint venture pursuant to a Trains Agreement dated September 17, 2005 and a joint venture agreement dated March 26, 2007 which provided for operation of container trains from the Inland Container Depot and Rail Siding of GDL at Garhi Harsaru, Gurgaon. The High Court of Judicature at Delhi disposed of these O.M.P.s vide order dated September 9, 2008 and held that both GRFL and Container Corporation have the right to operate container train service from Garhi Harsaru and referring the dispute to a single member arbitration panel. Container Corporation filed a claim on December 1, 2008 for specific performance of both the joint venture agreement and the Trains Agreement, relief on land and claims for loss of profit amounting to ₹372.40 million towards loss of profit from GRFL for the period till September 9, 2010 under the agreement with GDL and based on their 49% shareholding in joint venture company, have claimed under the joint venture agreement damages for ₹648.30 million towards loss of their share in profit from joint venture company revenue. In addition, Container Corporation has also alleged that a sum of ₹15,782.30 million is due on account of loss of their share in future profits which the joint venture company would have earned out of proposed business under the joint venture agreement. GDL and GRFL filed applications on February 18, 2009 under section 16 of the Arbitration and Conciliation Act, 1996 on the arbitrability of claims but the objections were not allowed. Container Corporation of India filed a rejoinder on September 8, 2012 to the individual replies to claims filed by GDL and GRFL. In response, GDL and GRFL have filed their sur-rejoinders on February 23, 2013. GRFL has filed an application on March 23, 2013 seeking dismissal of Container Corporation's claims under the joint venture agreement. The arbitration proceedings are pending and the next date of hearing is scheduled on September 20, 2013.

Tax cases

Income tax

(₹ in millions)

Sl. No.	Appeal No. / Case No.	Period	Amount involved	Description
1.	Notice of demand dated March 14, 2011 (AY 2003-04), Notice of demand dated March 14, 2011 (AY 2004-05), Notice of demand dated February 17, 2011 (AY 2005-06) and Notice of demand dated February 17, 2011 (AY 2006-07)	AY 2003 – 2004 AY 2004 – 2005 AY 2005 – 2006 AY 2006 – 2007	₹48.52 ₹94.34 ₹192.14 ₹111.01	The Income tax department issued a notices of demand under section 156 of the Income Tax Act requiring payment towards a) disallowance of claim for deduction under section 80 –IA (4) (i) of the Income Tax Act in respect of ₹183.59 million (AY 2003-04), ₹368.25 million (AY 2004-05), ₹705.91million (AY 2005-06) and ₹397.51million (AY 2006-07). The High Court of Judicature at Bombay granted an ad-interim stay on the proceedings by the Income Tax department on December 8, 2011. Subsequently, on July 5, 2012, the High Court of Judicature at Bombay of has granted a stay till the appeal filed by the Department for AY 2008 – 2009 is decided.
2.	Notice of demand dated December 30, 2010 (revised order dated February 24, 2011)	AY 2008 – 2009	₹269.72	The Income tax department issued a notice of demand under section 156 of the Income Tax Act requiring payment towards disallowance of a claim for deduction under section 80-IA (4) (i) of the Income Tax Act including interest

Sl. No.	Appeal No. / Case No.	Period	Amount involved	Description
				thereof. An order was passed against GDL on February 29, 2010 and received on December 31, 2010. Gateway Distriparks Limited filed appeal before the Commissioner (Appeals) on January 27, 2011. The Commissioner passed an order in favour of Gateway Distriparks Limited on January 27, 2012. The Income Tax department has filed an appeal no. 3654/Mum-2012 on May 23, 2012 with the tribunal against the said order. The next date of hearing is October 7, 2013.
3.	Notice of demand dated December 21, 2011	AY 2009 – 2010	₹310.97	The Income tax department issued a notice of demand under section 156 of the Income Tax Act requiring payment towards a) disallowance of a claim for deduction under section 80-IA (4) (i) of the Income Tax Act b) disallowance of ₹3 million written off and c) disallowance interest expense of ₹7.03 million. An order was passed on December 12, 2011 by the ACIT-3(1), Mumbai against GDL. The order was received on December 29, 2011. An appeal was filed with the Commissioner (Appeals) on January 25, 2011. The Commissioner passed an order in favour of GDL on April 3, 2012. The Income Tax department has filed an appeal no. 5371/Mum-2012 before the Income Tax Appellate Tribunal on August 24, 2012 against the said order. The next date of hearing is on October 16, 2013.
4.	Notice of demand dated March 18, 2011	AY 2005 – 2006	₹2.08	The Income tax department issued a notice of default under section 201 (1) and 206 (7) of the Income Tax Act in respect of TDS collected but not paid by GDL.
5.	Notice of demand dated March 26, 2011	AY 2006 – 2007	₹3.4	GDL has filed an appeal against the notice of demand under section 156 of the Income Tax Act on April 27, 2011 in respect of the notice received for short payment / deduction of TDS (including interest). GDL has claimed that although the TDS has been rightfully paid, the TAN number was erroneous mentioned on the form. GDL paid an amount of ₹0.01 (including interest of ₹0.005 million and ₹0.02 million on April 27, 2011. The matter is currently

Sl. No.	Appeal No. / Case No.	Period	Amount involved	Description
				pending.
6.	Notice of demand dated March 6, 2011	AY 2009 – 2010	₹1.35	A notice of demand was issued for difference of TDS paid and collected. GDL has filed an appeal against the notice of demand under section 156 of the Income Tax Act on April 23, 2011.

Value added tax

The Deputy Commissioner of Sales Tax issued a demand notice on March 30, 2013 for ₹2.33 million for the assessment year 2005 – 2006. GDL filed an application for grant of stay against the order. Further, on June 30, 2012, GDL preferred an appeal before the Joint Commissioner of Sales (Appeals) Raigad Division, Navi Mumbai. The next date of hearing is yet to be posted.

Consumer cases

1. Jagrut Nagrik and M/s.Laxmi Machines filed a complaint against M/s.United India Insurance Co. Limited and GDL on April 22, 2009 for compensation under Section 2 & 12 of the Consumer Protection Act, 1986 before the National Consumer Disputes Redressal Commission, New Delhi for the damage caused to one of the machines hired by GDL due to an accident while loading the machine into the truck. The amount claimed from GDL is ₹10.95 million. The next date of hearing is September 19, 2013.

2. Several claims have been made against GDL in respect of goods damages / destroyed in a fire accident that broke out on the night of January 31, 2010 in the Container Freight Station owned by Punjab State Container and Warehousing Corporation Limited, a Government of Punjab undertaking, and operated by GDL pursuant to an Operation and Management Agreement dated January 12, 2007 with a tenure of 15 years. The details of the claims are as follows:

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
1.	M/s Shah Associates vs. M/s Punjab State Container and Warehousing Corporation Limited & Commissioner of Customs (Imports) and Gateway Distriparks Limited	State Consumer Disputes Redressal Commission at Mumbai. Consumer Complaint No. Cc/12/38 of 2012 dated February 21, 2012	₹2.56 million for loss with interest at 24% p.a. Further, ₹0.20 million for agony and harassment	Bearings imported from M/s Timken Corporation, Ohio, USA Goods were damaged before clearing customs	A miscellaneous application was filed on September 5, 2012 by Punjab State Container and Warehousing Corporation Limited to delete its name from the parties and direct impleadment / addition of GDL as a defendant. The matter is currently pending. The next date of hearing is on September 5, 2013.
2.	Ping Property & Casualty Insurance Co. of China Limited & Ors. vs. Gateway Distriparks	Court of Civil Judges (Senior Division) at Panvel	USD 1.23 million with interest at 21% p.a.	Claim for goods destroyed due to fire	It is a plaint is submitted and the case is currently pending. The next date of hearing is

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
	Limited and Punjab State Container and Warehousing Corporation Limited and Punjab Conware Container Freight Station	Special Suit No. 240 of 2011 dated January 31, 2011			on September 3, 2013.
3.	M/s Aska Equipments Limited vs. DSV Air & Sea Private Limited and DSV Ocean Transport A/S, Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	State Consumer Disputes Redressal Commission at New Delhi Complaint Case No. 83 of 2010	₹6.70 million with interest at 18% p.a.	111 vessels (11 vessels of 50 liters and 100 vessels of 10 liters) from HNE Technologies AG, Germany	GDL filed an intervention application to add its name as a party Opponent to the suit. The matter is currently pending. The next date of hearing is on November 11, 2013.
4.	Bharat Heavy Electricals Limited vs. New India Assurance Company Limited, Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	Principal District Judge, Medak, Sangareddy O. S. No. 5 of 2012	₹22.06 million	Claim for destruction of 13 pallets of journal bearing upper from M/s Timken Corporation, USA on account of fire.	The suit was filed on filed on January 23, 2012. Summons was issued against Punjab State Container and Warehousing Corporation Limited on November 23, 2012. An ex parte order was passed on February 21, 2012. Punjab State Container and Warehousing Corporation Limited filed an application for setting aside ex-party decree dated February, 21, 2012, and another application for deleting the name from the suit. GDL filed the Intervention Application subsequently on March 26, 2012 to be made party to the suit. The matter is currently pending.
5.	Bajaj Auto Limited & Bajaj Allianz General Insurance Co. Limited	National Consumer Disputes Redressal	₹34.40 million with interest at 18% p.a., costs of ₹0.05 million	Claim for damage to the consignment	GDL filed an application on April 30, 2013 to be added as an

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
	vs. Conware Container Freight Station and Gateway Distriparks Limited	Commission at Delhi Original Complaint No. 8 of 2012	and damages of ₹0.03		opponent to the suit. The matter is currently pending. The next date of hearing is on October 10, 2013.
6.	M/s Chokhawala Distributors vs. M/s Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	Consumer Disputes Redressal Forum, Raigad, Alibaug Complaint No. 6 of 2012	₹1.08 million for loss suffered along with interest thereon at 15% p.a. from January 31, 2010 ₹0.15 million as compensation for mental torture and physical harassment and loss suffered In custom duty along with interest at 15% p.a. from January 31, 2010 ₹0.05 million towards costs of complaint along with interest thereon at 15% p.a. from January 31, 2010	Claim for loss due to damage of 11 pallets of malleable iron in 378 cartons being total of 10,707 kilos from M/s Jinan Meide Casting Co. Limited	An intervention .application was filed by GDL on June 29, 2012 to be made a party to the suit. The matter is currently pending. The next date of hearing is September 26, 2013.
7.	IPCA Laboratories Limited and Oriental Insurance Company Limited vs. Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	Court of Civil Judge, Senior Division at Panvel Special Civil Suit No. 10 of 2013	₹3.08 million with interest at 18% p.a. from date of filing until judgment and with further interest at 12% p.a. from judgment till realisation	Claim for destruction of 3 (three) drums of novaldiamine. Oriental Insurance Company had settled the claim of IPCA Laboratories Limited. The suit was filed to recover the claim amount from Punjab State Container and Warehousing Corporation and GDL	The suit was filed on November 27, 2012. The matter is currently pending. The next date of hearing is on September 3, 2013.
8.	Reprographics Private Limited and New India	Court of Civil Judge Senior	₹1.43 million with interest at	Claim for destruction of	The suit was filed on January 10,

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
	Assurance Co. Limited vs. Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	Division Panvel at Panvel. Suit no.24 of 2013	18% p.a from the date of filing the suit until judgment and further interest at 12% p.a. from judgment until realisation	Photo Polymer Plates from Santos Brazil.	2013. The matter is pending. The next date of hearing is on September 3, 2013.
9.	Rajpal Enterprises and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 179 of 2011 Consumer Complaint No. CC/11/179	₹1.97 million with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.20	Claim for destruction of 260 cartons of Compatible Laser Cartridge parts imported from Hong Kong, Ohio, USA	Punjab State Container and Warehousing Corporation Limited filed a miscellaneous application on November 5, 2012 for deletion of its name and addition of GDL as an opponent to the suit. The matter is currently pending. The next date of hearing is on August 29, 2013.
10.	Glenmark Pharmaceuticals Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 180 of 2011	₹ 4.60 million with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.30 million	Claim for destruction of 2833 cartons of medicines to be exported to Nigeria and Colombo.	GDL filed an application on November 5, 2012 to be added as an opponent to the suit. The matter is currently pending. The next date of hearing is on August 29, 2013.
11.	Cipla Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 181 of 2011	₹3.13 with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.30 million	Claim for destruction of 419 cartons of medicines.	GDL filed an application to be added as an opponent to the suit. The matter is currently pending. The next date of hearing is on August 29, 2013.
12.	Global Influence and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 182 of 2011	₹ 9.52 million with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.20	Claim for destruction of 2807 cartons of Ayurvedic Proprietary Medicine to be exported to Moscow.	The matter is currently pending. The next date of hearing is on August 29, 2013.
13.	M.J. Biopharma Private	State	₹2.79 million	Claim for	GDL filed an

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
	Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 183 of 2011	with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.30 million	destruction of 31 pallets of Pharmaceutical Formulations.	application to be added to be added as an opponent to the suit. The matter is currently pending. The next date of hearing is on August 29, 2013.
14.	Torrent Pharmaceuticals Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 12 of 2012	₹1.40 million with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.30 million	Claim for destruction of 79 cartons of medicines.	GDL filed an application to be added as an opponent to the suit which was rejected. GDL has filed a revision application before the National Commission. The matter is currently pending. The next date of hearing is on September 23, 2013.
15.	Shrimankar Gas Car Services P. Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 13 of 2012	₹1.88 million with interest at 18% p.a. from date of loss until realization, costs of ₹0.05 million and damages of ₹0.20 million	Claim for destruction of 3 (three) pallets of STC CNG kit parts of Compatible Laser Cartridges parts from Italy.	GDL filed an application to be added as an opponent to the suit which was rejected. GDL has filed a revision application before the National Commission. The matter is currently pending. The next date of hearing is on September 23, 2013.
16.	Chandnee Hi Fashion Private Limited and Bajaj Allianz General Insurance Co. Limited vs. Conware, Container Freight Station	State Consumer Disputes Redressal Commission at Mumbai Original Complaint No. 14 of 2012	₹ 3.95 million with interest at 18% p.a. from date of loss until realization and costs at ₹0.30 million	Claim for destruction of 100 cartons of Brasil Origin Mulberry Dupin Silk from Santos, Brazil.	GDL filed an application to be added as an opponent to the suit which was rejected. GDL has filed a revision application before the National Commission. The matter is currently pending. The next date of hearing is on September 23, 2013.
17.	Kraft Sales & Services (I) Limited and The New India Assurance	State Consumer Disputes	₹1.45 million with interest at 18% p.a. from	Claim for destruction of 141 cartons of Electric	Punjab State Container and Warehousing

Sr. No.	Parties	Forum and Case No.	Claim against GDL	Particulars	Status
	Company Limited vs. Conware, Container Freight Station	Redressal Commission at Mumbai Original Complaint No. 23 of 2012	date of loss until realization, costs of ₹0.05 million and damages of ₹0.50 million	Power Tools imported from China.	Limited filed a miscellaneous application for deletion of its name and to add Gateway Distriparks Limited as an opponent to the suit. The matter is currently pending. The next date of hearing is on September 23, 2013.
18.	M/s Longwell Electronics India Private Limited vs. Punjab State Container and Warehousing Corporation Limited, Container Freight Station and M/s Teamglobal Logistics Private Limited	Court of Civil Judge (Senior Division) at Panvel Special Civil Suit No. 506 of 2012	₹1.26 million (being aggregate principal amount of ₹0.42 million with interest at 18% p.a. from the date of demand till filing the suit) with interest at 12% p.a. from date of filing of the suit until decree, and 18% p.a. from date of decree until realization.	Claim for destruction of 15,000 pieces of AC Power Cords in 300 cartons from Hong Kong.	GDL filed an application on August 1, 2013 to be added as an opponent to the suit. The matter is currently pending.
19.	Reliance Industries Limited & Oriental Insurance Company Limited vs. Punjab State Container and Warehousing Corporation Limited and Gateway Distriparks Limited	Court of Civil Judge (Senior Division) at Panvel Special Civil Suit No. 9 of 2013	₹2.27 million with interest at 18% p.a. from date of filing of the suit until judgment, and 12% p.a. from date of judgment until realization	Claim for destruction of 10 pallets of Therminol 66 heat transfer oil.	The matter is currently pending.
20.	Reliance Industries Limited & Oriental Insurance Company Limited vs. Punjab State Container & Warehousing Corporation Limited and Gateway Distriparks Limited	Court of Civil Judge (Senior Division) at Panvel Special Civil Suit No. 11 of 2013	₹1.67 million with interest at 18% p.a. from date of filing of the suit until judgment, and 12% p.a. from date of judgment until realization.	Claim for destruction of 5 pallets of synthetic lubricants	The matter is currently pending. The next date of hearing is on September 3, 2013.

Labour cases

1. Kulwant Singh Sihra filed a complaint (ULP) No. 41 of 2010 dated March 19, 2010 in the labour court at Thane against Conware Punjab State Container and Warehousing Corporation Limited and others, including GDL for unfair labour practices under the MRTU and PULP Act, 1971 seeking directions to restrain GDL from terminating his employment as Deputy Manager. The matter is currently pending. The next date of hearing is on September 4, 2013.

2. Prasad Tulsiram Manjrekar filed a Revision Application (ULP) No. 20 of 2012 in the Complaint (ULP) No. 90 of 2009 against Punjab State Container and Warehousing Corporation Limited, GDL and others. The applicant had filed the initial complaint before the Labour Court at Thane against the respondents for unfair labour practices. The Labour Court passed an order on January 18, 2012 against the applicant. The Applicant filed the Revision Application before the Industrial Court at Thane to set aside the order dated January 18, 2012. The matter is currently pending. The next date of hearing is on September 6, 2013.

Cases involving our Group Companies

1. Gateway Distriparks (South) Private Limited (GDSPL)

Cases filed against Gateway Distriparks (South) Private Limited

Civil cases

1. Mr. Arumugam has filed a case M.C.O.P. No. 229 of 2009 before the Motor Accident Claims Tribunal, Ponneri against GDSPL claiming ₹0.25 million in respect of an accidental injury suffered by him on September 26, 2008 in its Container Freight Station. The matter is currently pending.

2. Nandi Marketing has filed a case No. 12 of 2013 before the High Court of Judicature at Chennai against the Deputy Commissioner of Customs (Group – 6) and GDSPL claiming ₹3.05 million in respect of waiver of ground rent de-stuffing Cargo in its Container Freight Station. The matter is currently pending.

3. The Additional Commissioner of Customs, Group-5, Seaport imposed a penalty ₹0.40 million on GDSPL for allowing Orrijay Process the 32 printing mini-offset machines seized by DRI and deposited with the Container Freight Station of GDSPL. GDSPL has filed an appeal C No. 725 to 728 of 2012 before the CESTAT on August 22, 2013. The CESTAT (Appeals) has by an order dated May 16, 2013 upheld the order dated March 31, 2013 of the Additional Commissioner of Customs, Group-5 and Seaport. The matter is currently pending.

4. Liberty Commodities Limited has filed a case no. 1025 of 2005 against GDSPL for recovery of ₹0.92 million that was retained by GDSPL out of the auction sale proceeds of the consignment for which both Liberty Commodities Limited and the Commissioner of Customs made a claim. GDSPL has made a separate application to the High Court for directions for payment of the retained amount. The matter is currently pending. The next date of hearing is yet to be posted.

Labour Cases

1. Deputy Commissioner of Labour II Chennai issued a Show Cause notice C1/4088/12 dated May 6. 2013 against GDSPL for non compliance of section 12(3) of the Industrial Disputes Act by refusing to give work to contract workmen. GDSPL has replied to the Deputy Commissioner of Labour II, Chennai on May 20, 2013 referring to an earlier letter dated May 2, 2013 which set out details in respect of the contract workmen. The matter is currently pending. The next date of hearing is yet to be posted.

Cases filed by GDSPL

Criminal Cases

1. GDSPL has filed three separate cases against its customers' CC no. 130 against the proprietor, Uma Maheshwara Rao, Evershine Shipping Services, CC no. 131 against Orient Transport Company and CC no. 472 against Sea Queen Shipping Services Private Limited for dishonour of cheques under the Negotiable Instruments Act, 1881 for an aggregate sum of ₹7.03 million. The matters are currently pending.

2. Gateway East India Private Limited (GEIPL)

Cases filed against Gateway East India Private Limited

Civil Cases

1. Mr. Appalla Bhaskara Rao has filed a case MV OP 1516 of 2012 before the Motor Accidents Claim Tribunal at Vishakapatnam against GEIPL on September 5, 2012 claiming ₹2.50 million as compensation and interest at 10% p.a. in respect of a motor accident on November 23, 2011 at GEIPL's Container Freight Station yard. The next date of hearing is on September 13, 2013.

Tax cases

1. The Additional Commissioner of CE, Customs and Sales Tax, Vishakapatnam issued a demand notice dated September 14, 2012 against GEIPL for payment of service tax in respect of transportation expenditure incurred by GEIPL for assessment year 2007 – 2008 and 2010 – 2011 aggregating ₹2.47 million. GEIPL has alleged that GTA service tax has been paid to Srivalli Shipping & Transport on their bill. GEIPL has filed an appeal with the Commissioner of Customs (appeals). The matter is currently pending judgment.

2. The Officer of the Commissioner of Customs, Vishakapatnam has issued a demand notice against GEIPL for ₹5.42 million for the period from February 1, 2010 to June 30, 2011, ₹11.54 million for the period from February 2010 to September 2012 and ₹2.74 million for the period from July, 2012 to September, 2012 in respect of cost recovery charges. The matters are pending before the Director, Customs AD IV Section.

3. The Officer of the Commissioner CE, Customs and Sales Tax, Visakapatnam has issued a demand notice for payment of ₹2.32 million for wrongfully availing CENVAT credit. The matter is currently pending before the Customs, Excise and Service Tax Appellate Tribunal, Bengaluru. A stay order has been granted till the disposal of the appeal. The next date of hearing is yet to be posted.

2. Gateway Rail Freight Limited (GRFL)

Cases filed against GRFL

Civil Cases

1. IFFCO Tokio filed two cases no. FAO 4462 of 2011 and FAO 2196 of 2012 before the Punjab and Haryana High Court against Sudhir Kumar and Santosh respectively and under the Motor Vehicles Act, 1988 on March 1, 2012. The appeal FAO 4462 of 2011 has been filed against the decision of the Motor Accidents Claims Tribunal, Faridabad on May 22, 2011. A claim of ₹0.36 million and ₹0.50 million respectively has been made against IFFCO Tokio and GRFL jointly and severally in respect of accidents involving vehicles owned by GRFL. Notice has been served and the matters are pending admission. The next date of hearing for FAO 4462 of 2011 is on October 8, 2013. The next date of hearing for Appeal FAO 2196 of 2012 is yet to be posted.

2. Sudesh Dev has filed a case MACT 109 of 2011 before the MACT, Gurgaon against Hari Om and Others including GRFL under the Motor Vehicles Act, 1988 claiming ₹1.50 million against GRFL in respect of an accident involving a vehicle owned by GRFL. The matter is currently pending. The next date of hearing is on October 5, 2013.

3. Mrs. Santosh has filed a case MACP 15 of 2012 before the MACT, Jhajjir against Bharpoor and GRFL under the Motor Vehicles Act, 1988 claiming ₹1.50 million against GRFL in respect of an accident involving a vehicle owned by GRFL. Written statements have been filed. The matter is currently pending. The next date of hearing is on September 16, 2013.

4. Smt Karamjit Kaur has filed a case MACP 1 of 2012 before the MACT, Moga against Amarjeet Lal and GRFL under the Motor Vehicles Act, 1988 claiming ₹3.00 million against GRFL in respect of an accident involving a vehicle owned by GRFL. The matter is currently pending. The next date of hearing is on August 29, 2013.

5. Manvinder has filed a case MACP 107 of 2012 before the ADJ, Hissar against Mohanlal and GRFL under

the Motor Vehicles Act, 1988 claiming ₹5.00 million against GRFL in respect of an accident involving a vehicle owned by GRFL. The matter is currently pending. The next date of hearing is on September 9, 2013.

6. Gurdeep Singh has filed a case MACP 127 of 2012 before the ADJ, Hissar against Mohanlal and GRFL under the Motor Vehicles Act, 1988 claiming ₹2.50 million against GRFL in respect of an accident involving a vehicle owned by GRFL. The matter is currently pending. The next date of hearing is on September 9, 2013.

7. Mangli Ram has filed a case MACP 42 of 2012 before the MACT, Rohatak against Kashmira Singh and GRFL under the Motor Vehicles Act, 1988 claiming ₹2.00 million against GRFL in respect of an accident involving a vehicle owned by GRFL. The matter is currently pending. The next date of hearing is on September 13, 2013.

8. Monika Dheengra has filed a case MAC 1389 of 2010 before the MACT, Meerut against GRFL under the Motor Vehicles Act, 1988 claiming ₹2.95 million against GRFL in respect of an accident involving a vehicle owned by GRFL. Written statements have been filed. The matter is currently pending. The next date of hearing is yet to be posted.

9. Lakshika Dheengra has filed a case MAC 1461 of 2011 before the MACT, Meerut against GRFL under the Motor Vehicles Act, 1988 claiming ₹1.20 million against GRFL in respect of an accident involving a vehicle owned by GRFL. Written statements have been filed. The matter is currently pending. The next date of hearing is yet to be posted.

10. Dev Dheengra has filed a case MAC 1421 of 2011 before the MACT, Meerut against GRFL under the Motor Vehicles Act, 1988 claiming ₹1.65 million against GRFL in respect of an accident involving a vehicle owned by GRFL. Written statements have been filed. The matter is currently pending. The next date of hearing is yet to be posted.

11. Raman Kumar has filed a case no. 1007 of 2008 on December 2, 2008 before the Court of Civil Judge (Senior Division), Ludhiana against GRFL & Sukhwinder Singh for possession of 2 marlas sarsai of land in Shanewal Khurd Tehsil and District Ludhiana pursuant to an agreement to sell dated August 4, 2008 with Sukhwinder Singh. GRFL has filed a written statement contesting the claim on basis of an agreement to sell dated April 17, 2008 being entered into between Sukhwinder Singh in favour of GRFL. The suit is posted for evidence by Raman Kumar is on September 4, 2013.

12. Swaran Singh has filed a suit case no. 211 of 2008 on August 22, 2008 before the Court of Civil Judge (Senior Division), Ludhiana for perpetual injunction restraining GRFL from raising any construction or changing the nature of land admeasuring 2 acres 4 kanal 1 sahi and ¼ marla alleging that the property belongs to Gulwant Singh. GRFL has claimed ownership on the basis of the sale deed dated June 1, 2007. The matter is currently pending and the next date of hearing is August 31, 2013.

13. Hyundai Merchant Marine India Private Limited has filed a suit Civil Suit No. 333 of 2011 on April 19, 2011 before the Court of Civil Judge (Senior Division), Gurgaon against Alpha UM Autocomp Limited, Total Transport Systems Private Limited and GRFL for recovery of detention charges & container damage charges. The amount of claim is ₹0.20 million. The next date of hearing is October 10, 2013.

Labour cases

1. Mr. Satbir and others have filed Application No. 01 of 2012 on November 2, 2011 before the Court of Sh. Ishwar Singh Hooda, Authority under the payment at Gurgaonof Wages Act, 1936, under Section 15(2) of Payment of Wages Act, 1936 for payment of overtime wages. A claim has been made for ten times the compensation allegedly due to Mr. Satbir aggregating ₹0.39.

Arbitration proceedings

Container Corporation of India filed two O.M.P.s bearing nos. 478 and 479 of 2008 under section 9 of the Arbitration and Conciliation Act, 1996 on September 6, 2008 before the High Court of Judicature at Delhi GDL and Gateway Rail Freight Limited (**GRFL**). For details of this matter, please see the paragraph above under the sub-heading '*Arbitration proceedings*' under the heading '*Cases filed against our Promoter*' of this chapter.

Cases filed by GRFL

Civil cases

1. GRFL has filed a case No.CS1135 of 2011 on May 14, 2011 before the Court of Civil Judge (Senior Division), Ludhiana for seeking perpetual injunction against RNK Trading Company Private Limited and others from alienating by way of sale, mortgage or gift land admeasuring 80 kanal 16 marlas and for raising any sort of construction of permanent nature and to change the land use of area. GRFL also claims ownership of 7 kalans 8 marlas. The matter is currently pending.

2. GRFL has filed a civil suit no. 2744 of 2011 on September 23, 2011 before the High Court of Judicature at Delhi for recovery of ₹22.6 million (including ₹17.60 million which was already due and ₹0.50 million borrowed in the form of unsecured loans) along with an interest of 18% p.a from Max Logistics Private Limited. This suit is in relation to the agreement dated September 25, 2007 between the parties for operations, management & capital structure of Gateway Max Logistics Distriparks Private Limited pursuant to which Max Logistics Private Limited borrowed ₹2.50 million from GRFL towards working capital and further, ₹0.50 million as an unsecured loan with simple interest at 8% p.a. The next date of hearing is September 12, 2013.

   GRFL has also filed a company petition No. 5 of 2012 before the Rajasthan High Court at Jodhpur on February 8, 2012 for winding up on Max Logistics Private Limited in respect of the monies due to GRFL. GRFL has alleged that Max Logistics Private Limited has also acknowledged that they have failed to pay ₹22.60 million in spite of repeated notices. A counter reply has been filed by GRFL. The matter is currently pending.

3. GRFL has filed an appeal No. 01 of 2011 on November 17, 2011 against State of NCT of Delhi before the Divisional Commissioner, South District, New Delhi challenging the Sub Registrar-V's Order No. F.1/SR-V/Audit/11/179 dated October 13, 2011 that a transfer of lease cannot be registered pursuant to a lease agreement between GRFL and Dualat Singh Consulting Private Limited. On July 23, 2013, the Divisional Commissioner remanded the matter back to the Sub-Registrar for fresh consideration of registration. The date of registration is yet to be fixed.

Insurance claims

4. GRFL has filed a consumer complaint No. 285 of 2013 before the State Consumer Disputes Redressal Commission, New Delhi on May 3, 2013 against Oriental Insurance Company Limited on refusal of Oriental Insurance Company Limited to make good GRFL's insurance claim of approximately ₹4.5 million in pursuant to the 'Special Contingency Insurance Policy' bearing no. 121800/48/2009/3002. GRFL claimed insurance in respect of claims made against GRFL by M/s Times of India for damages to a consignment in transit. The matter is currently pending and the next date of hearing is on January 17, 2014.

5. GRFL has filed Application No.17 of 2012 on August 12, 2013 against IFFCO TOKIYO Limited before the District Consumer Forum at Udyog Sadan, New Delhi IFFCO TOKIYO Limited refusing to make good GRFL's insurance claim for losses which arose out of an accident on the basis that the driver had an invalid license. The amount of claim is ₹1.52 million with interest at18% p.a. The matter has been posted for final arguments. The next date of hearing is on January 8, 2014.

3. Gateway Distriparks (Kerala) Limited (GDKL)

Cases filed against GDKL

Civil cases

1. Falcon Infrastructure Limited has filed a writ petition before the High Court of Judicature at Cochin on May 10, 2012 against GDKL alleging noncompliance of Regulation 5 of the Handling of Cargo in Customs Areas Regulations, 2009 by GDKL and seeking an injunction against the running the Container

Freight Station without complying with conditions stipulated in the aforesaid regulations. The matter was heard on May 22, 2012 and subsequently, GDKL has filed a counter affidavit to the petition. The matter is currently pending.

2. Rajalakshmy Amma has filed a case No 421 of 2013 under section 26 Order VII Rules 1 to 7 of the Civil Procedure Code against GDKL and Pace CFS Private Limited on July 24, 2013 before the Munsiff Court, Chertalla for mandatory injunction for GDKL to return sale deeds with respect to property Sy No.s 417/2A-2, 417/2-B and 417/2S-1-5 in Aroor and for restraining GDKL from proceeding against the properly on basis of any equitable mortgage by deposit of title deeds by perpetual injunction. Injunction was granted by the Munsiff Court on an interim application No. 2054 of 2013 on August 8, 2013 against GDKL until further order. The matter is currently pending.

3. Seemon filed a case before the Munsiff Court , Parur on July 25, 2013 in respect of the Eloor land against GDKL praying for directions to fix boundaries between the land held by Seemon and that held by GDKL, to restrain GDKL from converting the land and to declare that Seemon has a right of way to his property through land held by GDKL. An interim application was filed and posted for hearing on August 2, 2013. However, the matter was not heard and the same has been adjourned to September 11, 2013.

4. Pace CFS Private Limited filed an application requesting for arbitration against GDKL before the High Court of Judicature at Cochin on July 26, 2010 in respect of breach of the Joint Venture Agreement dated September 29, 2007. Pace CFS Private Limited claimed ₹13.71 million from GDKL. The case was dismissed by the High Court of Judicature at Cochin on November 4, 2011 and subsequently, Pace CFS Private Limited has filed a restoration petition on March 5, 2013. Subsequently, a counter affidavit was filed by GDKL on July 23, 2013**.**

Tax cases

GDKL has filed an appeal before the Commissioner of Income Tax (Appeals) II, Ernakulam on January 5, 2011 against the claim of ₹1.32 million pursuant to disallowance by the Assessing Officer the amount of ₹2.27 million debited as repairs carried at Pace CFS Private Limited during Assessment Year 2008 – 2009 by an order dated December 3. 2010. The matter is yet to be posted for hearing.

4. Chandra CFS and Terminal Operators Limited (Chandra CFS)

Cases filed against Chandra CFS and Terminal Operators Limited

Tax cases

1. The Commissioner of Customs (Sea Export) Chennai has claimed ₹5.78 million from Chandra CFS for recovery of customs cost for the period from June 2007 to March 2013. Chandra CFS has paid ₹3.39 million on February 26, 2013 and the balance on August 7, 2013. A fresh demand notice was received from the Assistant Commissioner, Customs on July 29, 2013 for ₹1.17 million for the period from April 2013 to September 2013. The matter is currently pending.

2. The Customs, Excise and Service Tax Appellate Tribunal, Chennai, issued a stay order Number 40575 and 40576 of 2013 on February 28, 2013 ordering Chandra CFS to pre-deposit ₹0.50 million and MB Satyam to pre-deposit ₹0.20 million and to report compliance on April 23, 2013. The Tribunal issued a final order No. 40132 and 40133 of 2013 on April 23, 2013 dismissing the stay on account of non-appearance of the Chandra CFS and for no record of compliance with the stay order. Chandra CFS filed a miscellaneous appeal for restoring appeal No. C/252 – 253 of 2011 stating that the pre-deposit had been paid on April 17, 2013 but the reporting of compliance was filed on April 25, 2013. The appeal was restored on August 2, 2013 vide a miscellaneous order no. 41935 and 41936 of 2013. The matter is currently pending. The next date of hearing is yet to be posted.

Notices

1. Atlas International has issued a legal notice against Chandra CFS and Hanjin Shipping Company India Private Limited on December 10, 2012 claiming ₹2.08 million with interest at 18% p.a. for damage of the cargo caused by rotten Apples that were brought by the Hanjin Shipping Company that was the shipper/liner and stored in Chandra CFS. Chandra CFS is attempting to settle the claim.

GOVERNMENT APPROVALS

Our Company has received the necessary consents, licenses, permissions, registrations and approvals from the Government, various governmental agencies and other statutory and/or regulatory authorities, required for carrying out its present business and except as mentioned below, no further material approvals are required for carrying on our Company's present business. The object clause and objects incidental to the main objects of the Memorandum of Association enable our Company to undertake its existing activities.

I. Approvals in relation to our Company's incorporation

1. Certificate of incorporation as Snowman Frozen Foods Limited dated March 17, 1993.
2. Certificate of commencement of business dated May 31, 1993
3. Certificate of registration of the Company Law Board Order for change of registered office from Kerala to Karnataka dated December 17, 2008.
4. Fresh certificate of incorporation pursuant to change in name to Snowman Logistics Limited dated March 17, 2011.

II. Approvals for the Issue

1. Our Board of Directors has approved the Issue pursuant to resolution passed at their meeting held on August 1, 2013;
2. Our Shareholders have approved the Issue pursuant to a resolution passed at the EGM held on August 5, 2013; and
3. Our Company has an in-principle approval from the National Stock Exchange of India dated [●] and from the BSE Limited dated [●] for listing of the Equity Shares issued by our Company pursuant to the Issue.

III. Approvals in relation to our business

Our Company is required to obtain various approvals in relation to our business. The registrations and approvals obtained by our Company in respect of our business in India include the following:

A. Tax related and other approvals

Permanent Account Number AAFCS3514H.

Service Tax Registration Number AAFCS3514HST001.

Tax Deduction Account Number BLRS03089C under the Income Tax Act, 1961

B. Approvals in relation to human resources

1. Provident Fund Registrations:

Location	Provident Fund Number
Karnataka	KN/23090
Visakhapatnam	AP/36748

2. Employee State Insurance Corporation Number 53-24495-09:

Location Name	Subcode
Gujarat	37530244950010009
Haryana	13/22344/07
Karnataka	53-24495-09
Tamil Nadu	51000835740000001
Delhi	11-10-100628-0009
Andhra Pradesh – Hyderabad	52-22657-09

West Bengal	41-18254-09
Maharashtra – Taloja	34000163720001020
Maharashtra – Nagpur	23530244950010009
Andhra Pradesh – Visakhapatnam	62-33361-31

3. We have obtained the following Professional Tax Registration under the relevant state laws:

Location	Professional Tax Registration
Andhra Pradesh – Visakhapatnam	28878963242
Karnataka	313151038
Andhra Pradesh – Hyderabad	28756711200
Gujarat	RC 07/02/006/0162 (registration) and EC 07/02/006/0218 (enrolment)
West Bengal	EWS 0260940 and as amended by certificate with registration number RWS 0000558
Maharashtra	27890024921P

4. We have obtained the following VAT registrations under the relevant state laws and Central Sales Tax:

Location	TIN
Gujarat	24074601451 (VAT and CST)
Kerala	32150602372C (VAT)
West Bengal	19733577084 (VAT) and 19733577278 (CST)
Punjab	28663811 (VAT)
Karnataka	29970012525 (VAT and CST)
Tamil Nadu	33631662422
Haryana	06911322874 (VAT and CST)
Andhra Pradesh	28480281252 (VAT and CST)
Maharashtra	27890024921V (VAT) and 27890024921C (CST)
New Delhi	07960259419
Uttar Pradesh	0398002304 (New Delhi) GB0453320

5. We have obtained the following Contract Labour Registration under the relevant state laws:

Location	Contract Labour Registration
Ahmedabad	RG/AAMD/MSA-28-4/2013
Bengaluru	ALCB-3/CLA/P-201/2012-13
Chennai	R. Dis. (E) 237/2012
Chennai (issued to contractor, Paramount Services Solutions)	522/2012
Taloja (near Mumbai) for M8 CS I, CS-II and CS III	ACL/Raigad/CLA/RC-49/2012
Tajola (near Mumbai) for M55	ACL/Raigad/CLA/RC-04/2013
Visakhapatnam	DCL/VSP/CL-PE/87/2013

C. Other licenses

1. Ahmedabad

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	4326	July 17, 2009	December 31, 2013
2.	Food and Drugs Control License	Food and Drugs Control Administration,	107120020000022	March 5, 2013	March 4, 2018

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		Ahmedabad			
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Gujarat Pollution Control Board	AWH-11085	March 21, 2013	January 17, 2015
6.	Drugs license, (Form 20B and 21B) under the Drugs and Cosmetics Act, 1940	Food and Drugs Control Administration, Licensing Authority and Assistant Commissioner	ADR-91868, 91869	December 8, 2010	December 7, 2015

2. Palwal (near Delhi)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Chief Inspector of Factories, Haryana	3205	September 9, 2010	December 31, 2014
2.	License under the FSSA	Department of Food and Drug and Administration, Haryana	10812014000008 and D-O/PL/W/012/46	May 10, 2012	May 9, 2015
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Exemption from obtaining consent to operate	Haryana Pollution Control Board	HSPCB/BR/2009/5137	September 2, 2009	NA

3. Nelamangala (near Bengaluru)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Assistant Director of Factories, Bangalore	MYB10732	January 1, 2011	December 31, 2013
2.	License under FSSA	Food and Standards Authority of India	Cold Storage: 11212303000046	June 22, 2012	June 21, 2015
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	Consent to operate	Karnataka State Pollution Control Board	KSPCB/RO-NEL/IND/CFO/R.No.42616/2012-13	January 1, 2013	December 31, 2022
5.	Drugs license, (Form 20B and 21B) under the Drugs and Cosmetics Act, 1940	Food and Drugs Control Administration, Licensing Authority and Assistant Commissioner	KA-BRC-115002 and KA-BRC-115003	July 11, 2013	July 10, 2018

4. Bengaluru – Virgonagar-I

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Assistant Director of Factories, Bangalore	18556	January 1, 2013	December 31, 2014
2.	License under FSSA	Food and Safety Standards Authority of India	Storage: 11212302000229 Re-labeling and transport: 11212302000489	Storage: April 9, 2012 Re-labeling and transport: June 5, 2013	Storage: April 8, 2015 Re-labeling and transport: June 4, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent for discharge of effluents and emissions	Karnataka State Pollution	PCB/155/CNP/09/H147	January 1, 2011	December 31, 2019

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		Control Board			
6.	Consent for operation	Karnataka State Pollution Control Board	PCB/155/CNP/09/ H392 /	May 31, 2011	December 31, 2019
7.	Drugs license, (Form 20B and 21B) under the Drugs and Cosmetics Act, 1940	Food and Drugs Control Administration, Licensing Authority and Assistant Commissioner	KA-B05-111922 and KA-B05-111923	March 6, 2013	March 5, 2018

5. Bengaluru – Virgonagar-II

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Assistant Director of Factories, Bangalore	20014	January 1, 2013	December 31, 2014
2.	License under FSSA	Food and Safety Standards Authority of India	Storage: 11212302000982 Re-labeling and transport: 11212302000489	Storage: August 23, 2012 Re-labeling and transport: June 5, 2013	Storage: August 22, 2015 Re-labeling and transport: June 4, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent for discharge of effluents and emissions	Karnataka State Pollution Control Board	20/PCB/RO/BNG-MDP/2012-13/R2316	January 1, 2013	December 31, 2022

6. Mubarakpur (near Chandigarh)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Consent for discharge of effluents under the Water (Prevention and Control of Pollution) Act, 1974	Punjab Pollution Control Board	RO/MOH/WPC/13/F-249	June 6, 2013	June 5, 2023
2.	Consent to operate	Punjab	RO/MOH/APC/13/F-	June 6, 2013	June 5, 2023

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
	under the Air (Prevention and Control of Pollution) Act, 1981	Pollution Control Board	304		

7. Chennai – I, Mevalurkuppam, (near Chennai)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Deputy Chief Inspector of Factories, Kancheepuram, Chennai	45037	December 31, 2012	December 31, 2015
2.	License under FSSA	Tamil Nadu Food Safety & Drug Administration Department	12412008000293	April 20, 2013	April 19, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Certificate of Registration of Storage Premises	Marine Products Export Development Authority	TN1/SP/006/13	March 27, 2013	March 27, 2015
6.	Consent to operate	Tamil Nadu Pollution Control Board	Applied for license	NA	NA
7.	Certificate of approval for storing of frozen fishery products of the approved establishment for export to all countries	Export Inspection Agency	EIA/CH/FP/CHE: CS-8/A/2012-13/178	April 4, 2013	April 3, 2015

8. Chennai – II, Mevalurkuppam, (near Chennai)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	License under FSSA	Tamil Nadu Food Safety & Drug Administration Department	12412008000293	April 20, 2013	April 19, 2016
2.	ISO 14001 Certification	Certified body of TUV SUD Management	1210433918 TMS	May 11, 2013	May 10, 2016

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		Service GmbH Trading as TUV SUD South Asia Private Limited			
3.	Consent to operate	Tamil Nadu Pollution Control Board	Applied for license	NA	NA

9. Ezhupunna (near Cochin)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Department of Factories and Boilers, Government of Kerala	T-57/99 (Registration No. APY/01/440/03	December 30, 2010	December 31, 2015
2.	License under the FSSA	Food Safety Department, Alappuzha	11312004000104	April 1, 2013	March 31, 2018
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Certificate of approval	Export Inspection Council of India	KOC:CS-6	June 26, 2012	June 21, 2014
6.	Consent to operate	Kerala Pollution Control Board	PCB/ALP/IC-865/R1/2012	October 4, 2012	June 30, 2015

10. Hyderabad – I, Medak, (near Hyderabad)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Inspector of Factories	30703	February 23, 2000	Until cancelled
2.	License under FSSA	Food Safety Designated Officer and Licensing Authority, Medak District	10112020000016	June 15, 2012	June 14, 2015
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia	1251033918 TMS	February 6, 2012	February 2, 2015

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		Private Limited			
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent for existing / new / altered discharge of sewage and/or trade effluents / outlets	Andhra Pradesh Pollution Control Board	190/PCB/RO-1:SRD/PTN/W&A/2012-523	June 22, 2012	March 31, 2017

11. Hyderabad – II, Kompally (near Hyderabad)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories license	Inspector of Factories, Jeedimetla Circle	JDM / 410 / 2013	August 22, 2013	Until cancelled
2.	License under FSSA	Food Safety Designated Officer and Licensing Authority, Medak District	10113022000116	May 13, 2013	May 12, 2018
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Andhra Pradesh Pollution Control Board	118/NOC/A1/2013	January 22, 2013	NA

12. Kolkata – I, Serampore (near Kolkata)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories license	Directorate of Factories	License No. 15166 Reg. No. 5-Hg/X/2001	February 7, 2013	December 31, 2013
2.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
3.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
4.	Consent to operate	West Bengal Pollution Control Board	89/PCB/HGY/2058-05(I)	June 1, 2012	May 31, 2016
5.	Certificate of approval for storing frozen fishery products	Export Inspection Council of India	Kol:CS-2	September 17, 2012	August 6, 2014
6.	Certificate of Registration of Storage Premises	Marine Products Export Development Authority	943/MPEDA/REGN/CS/S-6/CA/2003	February 13, 2013	July 16, 2014

13. Kolkata – II, Howrah, Kolkata

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016

14. Mulshi (near Pune)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	94522	June 5, 2012	2015
2.	License under FSSA	Assistant Commissioner (Food) Food and Drug Administration	11512022003471	May 7, 2012	June 6, 2017
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Maharashtra Pollution	SROP/II/UB/CC-2016	August 5, 2011	March 31, 2014

		Control Board			

15. Phillaur (near Jalandhar)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Director of Factories, Punjab	JLR/S-91/22/L-5	January 1, 2011	December 31, 2015
2.	License under FSSA	Food Safety and Standards Authority of India	12112361000026	April 1, 2013	March 31, 2014
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Punjab Pollution Control Board	Air: Letter No. 1629 Water: Letter No. 1631	Air: April 29, 2009 Water: April 29, 2009	Air: March 2, 2014 Water: March 2, 2014

16. Taloja (M8 CS-I)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	104331	December 31, 2011	December 31, 2017
2.	License under FSSA	Assistant Commissioner (Food), Food and Drug Administration	11511019000008	October 21, 2011	December 31, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
5.	Consent to operate	Maharashtra Pollution Control Board	MPCB/SRONM-III/Amend/CC-501	October 19, 2012	July 31, 2014

17. Taloja (M8 CS-II)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	104522	May 20, 2013	December 31, 2017
2.	License under FSSA	Assistant Commissioner (Food), Food and Drug Administration	11511019000008	October 21, 2011	December 31, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Maharashtra Pollution Control Board	MPCB/SRONM-III/Amend/CC-501	October 19, 2012	July 31, 2014

18. Taloja (M8 CS-III)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	104521	May 20, 2013	December 31, 2017
2.	License under FSSA	Assistant Commissioner (Food), Food and Drug Administration	11511019000008	October 21, 2011	December 31, 2016
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV	1210433918 TMS	May 11, 2013	May 10, 2016

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		SUD South Asia Private Limited			
5.	Consent to operate	Maharashtra Pollution Control Board	MPCB/SRONM-III/Amend/CC-501	October 19, 2012	July 31, 2014

19. M-55, Tajola (Near Mumbai)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	95228	May 27, 2009	December 31, 2013
2.	License under FSSA	Assistant Commissioner (Food), Food and Drug Administration	11512019002258	June 28, 2012	June 27, 2017
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Consent to operate	Maharashtra Pollution Control Board	RONM/NNB/TALOJA/ORANGE/O/CC/C-MPCB/13/04284	May 17, 2013	March 13, 2015

20. Nagpur

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate Industrial Safety and Health	1772/NAG/2(m)(i) Registration S&E/II/MRG/Y2K/295 License No. 93963	February 13, 2013	December 31, 2015
2.	License under the FSSA	Assistant Commissioner (Food), Food and Drug Administration	11512055000538	May 4, 2012	December 31, 2016
3.	Consent to operate	Maharashtra Pollution Control Board	NRO/Nagpur/E-17 of 2008/372-CC/674/2011	May 4, 2011	November 30, 2014

21. Visakhapatnam

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Inspector of Factories	1741	February 3, 2000	Until cancelled
2.	License under FSSA	Food Safety Designated	10113028000354	August 2, 2013	August 1, 2016

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		Officer and Licensing Authority, Greater Visakha Municipal Corporation			
3.	ISO 22000 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1251033918 TMS	February 6, 2012	February 2, 2015
4.	ISO 14001 Certification	Certified body of TUV SUD Management Service GmbH Trading as TUV SUD South Asia Private Limited	1210433918 TMS	May 11, 2013	May 10, 2016
5.	Certificate of Registration of Storage Premises	Marine Products Export Development Authority	AP1/SP/025/13	March 20, 2013	March 19, 2015

D. Miscellaneous licenses and approvals

1. Registration Certificate of establishment for retail trade or business under the Delhi Shops & Establishment Act, 1954, bearing number 2013009438, issued by the Department of Labour and valid from March 28, 2013.

E. Licenses applied for but yet to be received

1. Mubarakpur (near Chandigarh)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Deputy Director of Factories, Ajitgarh	Applied for license	NA	NA
2.	FSSA License	Civil Surgeon, Phase IV, Mohali	Applied for license on August 21, 2013	NA	NA

2. Chennai – I, Mevalurkuppam, (near Chennai)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Consent for existing / new / altered discharge of sewage and/or trade effluents	Tamil Nadu Pollution Control Board	FSPR0289/OL/DEE/TNPCB/SPR/W/2011 consent order no. 16418	September 23, 2011	March 31, 2013 Applied for renewal on

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
					August 5, 2013
2.	Consent to operate	Tamil Nadu Pollution Control Board	F.SPR0289/OM/DEE/TNPCB/SPR/A/2011 Consent order no. 12452	September 23, 2011	March 31, 2013 Applied for renewal on August 5, 2013

3. Chennai – II, Mevalurkuppam, (near Chennai)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Deputy Chief Inspector of Factories, Kancheepuram, Chennai	Applied for license	NA	NA
2.	Consent for existing / new / altered discharge of sewage and/or trade effluents	Tamil Nadu Pollution Control Board	FSPR0289/OL/DEE/TNPCB/SPR/W/2011 consent order no. 16418	September 23, 2011	March 31, 2013 Applied for renewal on August 5, 2013
3.	Consent to operate	Tamil Nadu Pollution Control Board	F.SPR0289/OM/DEE/TNPCB/SPR/A/2011 Consent order no. 12452	September 23, 2011	March 31, 2013 Applied for renewal on August 5, 2013

4. Hyderabad – II, Kompally (near Hyderabad)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Registration under Contract Labour (Regulation and Abolition) Act, 1970 (Application for duplicate registration certificate)	Deputy Labour Commissioner	Applied for on August 28, 2013	NA	NA

5. Kolkata – I, Serampore (near Kolkata)

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
2.	License under the FSSA	Assistant Commissioner	Applied for license on May	No communication	NA

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
		(Food) Food and Drug Administration	22, 2012	received from the authority	
3.	Registration under the Contract Labour (Regulation and Abolition) Act, 1970 (Application for duplicate registration certificate)	Deputy Labour Commissioner	Applied for registration on June 19, 2013	NA	NA

6. Kolkata – II, Howrah, Kolkata

Sr. No.	License / Approval	Issuing Authority	License No.	Issue / Renewal date	Expiry Date
1.	Factories License	Directorate of Factories	Applied for license	NA	NA
2.	License under the FSSA	Assistant Commissioner (Food) Food and Drug Administration	Applied for license	NA	NA

F. Licenses not applied for

1. Visakhapatnam

Sr. No.	License / Approval
1.	Consent to operate under the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act 1974

IV. Intellectual Property related approvals

For details of the trademarks already registered by our Company and for the list of pending applications made by our Company, please see the chapter entitled '*Our Business*' on page 104 of this Draft Red Herring Prospectus.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Authority for the Issue

1. Our Board of Directors has approved the Issue pursuant to resolution passed at their meeting held on August 1, 2013;
2. Our Shareholders have approved the Issue pursuant to a resolution passed at the EGM held on August 5, 2013; and
3. This Draft Red Herring Prospectus has been approved by our Committee of Directors on August 29, 2013.

Prohibition by SEBI or Other Governmental Authorities

Our Company, our Promoter, Natural Persons in control of the Promoter, Directors, Promoter Group and Group Companies, have not been prohibited from accessing or operating in capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI or any other regulatory or governmental authority.

The companies, with which our Promoter, Directors or persons in control of our Company are associated as promoter, directors or persons in control have not been prohibited from accessing in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

There has been no action taken by SEBI against any entity belonging to the Promoter Group or forming part of Group Companies.

No action has been taken by SEBI against our Directors or any entity our Directors are involved with as promoters or directors.

None of the entities that our Directors are associated with, which are engaged in securities market related business and are registered with SEBI:

Penalties imposed by other Regulatory Authorities

There has been no penalty imposed by any other regulatory authority against any entity belonging to the Promoter Group or forming part of Group Companies.

Prohibition by RBI

Neither our Company nor our Promoter, relatives of our Promoter, Directors, Group Companies, have been identified as wilful defaulters by the RBI or any other governmental authority. There are no violations of securities laws committed by them in the past or are pending against them.

Eligibility for the Issue

We are an unlisted company not complying with the conditions specified in Regulation 26(1) of the SEBI ICDR Regulations and are therefore required to meet the conditions detailed in Regulation 26(2) of the SEBI ICDR Regulations.

Regulation 26(2) of the SEBI Regulations states as follows:

"*An issuer not satisfying the condition stipulated in sub-regulation (1) may make an initial public offer if the issue is made through the book-building process and the issuer undertakes to allot, at least seventy five percent of the net offer to public, to qualified institutional buyers and to refund full subscription money if it fails to make the said minimum allotment to qualified institutional buyers.*"

The Issue is being made in compliance with Regulation 26(2) of the SEBI ICDR Regulations and at least 75% of the Offer is proposed to be Allotted to QIBs and in the event we fail to do so, the full application monies shall be refunded to the Bidders.

We will ensure compliance with Regulation 43(2) of the SEBI ICDR Regulations and Non-Institutional Bidders and Retail Individual Bidders will be allocated not more than 15% and 10% of the Offer, respectively.

Hence, we are eligible for the Offer under Regulation 26(2) of the SEBI ICDR Regulations. Further our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be Allotted shall not be less than 1,000 failing which the entire application monies shall be refunded.

In accordance with Regulation 26(4) of the SEBI ICDR Regulations, our Company shall ensure that the number of prospective Allottees to whom the Equity Shares will be allotted shall not be less than 1,000; otherwise the entire application money will be refunded. In case of delay, if any, in refund beyond 15 days from the date of closure of the Issue, our Company shall pay interest on the application money at the rate of 15% p.a. for the period of delay.

Our Company is in compliance with the following conditions specified under Regulation 4(2) of the SEBI ICDR Regulations:

(a) Our Company, our Directors, our Promoters, the members of our Promoter Group, the persons in control of our Company and the companies with which our Directors, Promoters or persons in control are or were associated as directors or promoters or persons in control have not been prohibited from accessing or operating in the capital markets under any order or direction passed by SEBI;

(b) Our Company has applied to the NSE and the BSE for obtaining their in-principle listing approval for listing of the Equity Shares under this Issue through its applications dated [●] and [●], respectively and has received the in-principle approvals from the NSE and the BSE pursuant to their letters dated [●] and [●], respectively. For the purposes of this Issue, the [●] shall be the Designated Stock Exchange;

(c) Our Company has entered into agreements dated July 27, 2012 and July 26, 2013with NSDL and CDSL respectively for dematerialisation of the Equity Shares; and

(d) The Equity Shares are fully paid-up and there are no partly paid-up Equity Shares as on the date of filing this DRHP.

All the requirement of funds for investment in capital equipment and general corporate purposes would be funded from the Net Proceeds of the Issue. Accordingly, we confirm that there is no need for us to make firm arrangements of finance through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised through the Issue. For further details in this regard, see section the titled '*Objects of the Issue*' on page 71 of this Draft Red Herring Prospectus.

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 ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGER HAS CERTIFIED THAT THE DISCLOSURES MADE IN THIS DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THIS DRAFT RED HERRING PROSPECTUS, THE BOOK RUNNING LEAD MANAGER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE COMPANY DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGER HAS FURNISHED TO SEBI, A DUE

DILIGENCE CERTIFICATE DATED AUGUST 29, 2013 WHICH READS AS FOLLOWS:

WE, THE BOOK RUNNING LEAD MANAGER TO THE ABOVE MENTIONED FORTHCOMING ISSUE, STATE AND CONFIRM AS FOLLOWS:

1. **WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIAL DOCUMENTS IN CONNECTION WITH THE FINALISATION OF THIS DRAFT RED HERRING PROSPECTUS PERTAINING TO THE SAID ISSUE;**

2. **ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE COMPANY, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES, AND INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE ISSUE, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS AND OTHER PAPERS FURNISHED BY THE COMPANY, WE CONFIRM THAT:**

    (A) **THIS DRAFT RED HERRING PROSPECTUS FILED WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE ISSUE;**

    (B) **ALL THE LEGAL REQUIREMENTS RELATING TO THE ISSUE AS ALSO THE REGULATIONS, GUIDELINES, INSTRUCTIONS, ETC. FRAMED/ISSUED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA, THE CENTRAL GOVERNMENT AND ANY OTHER COMPETENT AUTHORITY IN THIS BEHALF HAVE BEEN DULY COMPLIED WITH; AND**

    (C) **THE DISCLOSURES MADE IN THIS DRAFT RED HERRING PROSPECTUS ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED ISSUE AND SUCH DISCLOSURES ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, 1956, THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 AND OTHER APPLICABLE LEGAL REQUIREMENTS.**

3. **WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THIS DRAFT RED HERRING PROSPECTUS ARE REGISTERED WITH SEBI AND THAT TILL DATE SUCH REGISTRATION IS VALID.**

4. **WE HAVE SATISFIED OURSELVES ABOUT THE CAPABILITY OF THE UNDERWRITERS TO FULFIL THEIR UNDERWRITING COMMITMENTS. – <u>NOTED FOR COMPLIANCE</u>**

5. **WE CERTIFY THAT WRITTEN CONSENT FROM PROMOTER HAS BEEN OBTAINED FOR INCLUSION OF THEIR EQUITY SHARES AS PART OF PROMOTER'S CONTRIBUTION SUBJECT TO LOCK-IN AND THE EQUITY SHARES PROPOSED TO FORM PART OF PROMOTER'S CONTRIBUTION SUBJECT TO LOCK-IN SHALL NOT BE DISPOSED/SOLD/TRANSFERRED BY THE PROMOTER DURING THE PERIOD STARTING FROM THE DATE OF FILING THIS DRAFT RED HERRING PROSPECTUS WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA TILL THE DATE OF COMMENCEMENT OF LOCK-IN PERIOD AS STATED IN THIS DRAFT RED HERRING PROSPECTUS.**

6. **WE CERTIFY THAT REGULATION 33 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, WHICH RELATES TO EQUITY SHARES INELIGIBLE FOR COMPUTATION OF PROMOTER's CONTRIBUTION, HAS BEEN DULY COMPLIED WITH AND APPROPRIATE DISCLOSURES AS TO COMPLIANCE WITH THE SAID REGULATION HAVE BEEN MADE IN THIS DRAFT RED HERRING PROSPECTUS.**

7. **WE UNDERTAKE THAT SUB-REGULATION (4) OF REGULATION 32 AND CLAUSE (C) AND (D) OF SUB-REGULATION (2) OF REGULATION 8 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 SHALL BE COMPLIED WITH. WE CONFIRM THAT**

ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTER'S CONTRIBUTION SHALL BE RECEIVED AT LEAST ONE DAY BEFORE THE OPENING OF THE ISSUE. WE UNDERTAKE THAT AUDITORS' CERTIFICATE TO THIS EFFECT SHALL BE DULY SUBMITTED TO SEBI. WE FURTHER CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTER'S CONTRIBUTION SHALL BE KEPT IN AN ESCROW ACCOUNT WITH A SCHEDULED COMMERCIAL BANK AND SHALL BE RELEASED TO THE ISSUER ALONG WITH THE PROCEEDS OF THE PUBLIC ISSUE. NOT APPLICABLE

8. WE CERTIFY THAT THE PROPOSED ACTIVITIES OF THE ISSUER FOR WHICH THE FUNDS ARE BEING RAISED IN THE PRESENT ISSUE FALL WITHIN THE 'MAIN OBJECTS' LISTED IN THE OBJECT CLAUSE OF THE MEMORANDUM OF ASSOCIATION OR OTHER CHARTER OF THE ISSUER AND THAT THE ACTIVITIES WHICH HAVE BEEN CARRIED OUT UNTIL NOW ARE VALID IN TERMS OF THE OBJECT CLAUSE OF ITS MEMORANDUM OF ASSOCIATION.

9. WE CONFIRM THAT NECESSARY ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT THE MONEYS RECEIVED PURSUANT TO THE ISSUE ARE KEPT IN A SEPARATE BANK ACCOUNT AS PER THE PROVISIONS OF SUB-SECTION (3) OF SECTION 73 OF THE COMPANIES ACT, 1956 AND THAT SUCH MONEYS SHALL BE RELEASED BY THE SAID BANK ONLY AFTER PERMISSION IS OBTAINED FROM ALL THE STOCK EXCHANGES MENTIONED IN THE PROSPECTUS. WE FURTHER CONFIRM THAT THE AGREEMENT ENTERED INTO BETWEEN THE BANKERS TO THE ISSUE AND THE COMPANY SPECIFICALLY CONTAINS THIS CONDITION. - NOTED FOR COMPLIANCE.

10. WE CERTIFY THAT A DISCLOSURE HAS BEEN MADE IN THIS DRAFT RED HERRING PROSPECTUS THAT THE INVESTORS SHALL BE GIVEN AN OPTION TO GET THE SHARES IN DEMAT OR PHYSICAL MODE. NOT APPLICABLE. AS THE ISSUE SIZE IS MORE THAN ₹100 MILLION, HENCE UNDER SECTION 68B OF THE COMPANIES ACT, 1956, THE EQUITY SHARES ARE TO BE ISSUED IN DEMAT ONLY.

11. WE CERTIFY THAT ALL THE APPLICABLE DISCLOSURES MANDATED IN THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 HAVE BEEN MADE IN ADDITION TO DISCLOSURES WHICH, IN OUR VIEW, ARE FAIR AND ADEQUATE TO ENABLE THE INVESTOR TO MAKE A WELL INFORMED DECISION.

12. WE CERTIFY THAT THE FOLLOWING DISCLOSURES HAVE BEEN MADE IN THIS DRAFT RED HERRING PROSPECTUS:

    (A) AN UNDERTAKING FROM THE ISSUER THAT AT ANY GIVEN TIME, THERE SHALL BE ONLY ONE DENOMINATION FOR THE EQUITY SHARES OF THE ISSUER; AND

    (B) AN UNDERTAKING FROM THE ISSUER THAT IT SHALL COMPLY WITH SUCH DISCLOSURE AND ACCOUNTING NORMS SPECIFIED BY SEBI FROM TIME TO TIME.

13. WE UNDERTAKE TO COMPLY WITH THE REGULATIONS PERTAINING TO ADVERTISEMENT IN TERMS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 WHILE MAKING THE ISSUE. - NOTED FOR COMPLIANCE

14. WE ENCLOSE A NOTE EXPLAINING HOW THE PROCESS OF DUE DILIGENCE HAS BEEN EXERCISED BY US IN VIEW OF THE NATURE OF CURRENT BUSINESS BACKGROUND OR THE ISSUER, SITUATION AT WHICH THE PROPOSED BUSINESS STANDS, THE RISK FACTORS, PROMOTER'S EXPERIENCE, ETC.

15. WE ENCLOSE A CHECKLIST CONFIRMING REGULATION-WISE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009,

CONTAINING DETAILS SUCH AS THE REGULATION NUMBER, ITS TEXT, THE STATUS OF COMPLIANCE, PAGE NUMBER OF THIS DRAFT RED HERRING PROSPECTUS WHERE THE REGULATION HAS BEEN COMPLIED WITH AND OUR COMMENTS, IF ANY.

16. **WE ENCLOSE STATEMENT ON 'PRICE INFORMATION OF PAST ISSUES HANDLED BY MERCHANT BANKER (WHO IS RESPONSIBLE FOR PRICING THE ISSUE)', AS PER FORMAT SPECIFIED BY THE SECURITIES AND EXCHANGE BOARD OF INDIA THROUGH CIRCULAR.**

17. **WE CERTIFY THAT PROFITS FROM RELATED PARTY TRANSACTIONS HAVE ARISEN FROM LEGITIMATE BUSINESS TRANSACTIONS.**

THE FILING OF THIS DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE THE COMPANY FROM ANY LIABILITIES UNDER SECTION 63 OR SECTION 68 OF THE COMPANIES ACT OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE PROPOSED ISSUE. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE BOOK RUNNING LEAD MANAGER, ANY IRREGULARITIES OR LAPSES IN THIS DRAFT RED HERRING PROSPECTUS.

All legal requirements pertaining to the Issue will be complied with at the time of filing of the Red Herring Prospectus with the RoC in terms of Section 60B of the Companies Act. All legal requirements pertaining to the Issue will be complied with at the time of registration of the Prospectus with the RoC in terms of Sections 56, 60 and 60B of the Companies Act.

Caution - Disclaimer from our Company, and the BRLM

Our Company, our Directors, the BRLM accept no responsibility for statements made otherwise than in this Draft Red Herring Prospectus or in the advertisements or any other material issued by or at our Company's instance and anyone placing reliance on any other source of information, including our Company's website www.snowman.in, would be doing so at his or her own risk.

The BRLM accepts no responsibility, save to the limited extent as provided in the Issue Agreement and the Underwriting Agreement.

All information shall be made available by our Company, the BRLM 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.

Neither our Company, nor any member of the Syndicate is liable for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

Investors who Bid in the Issue will be required to confirm and will be deemed to have represented to our Company, the Underwriters and their respective directors, officers, agents, affiliates, and representatives that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire Equity Shares of our Company and will not issue, sell, pledge, or transfer the Equity Shares of our Company to any person who is not eligible under any applicable laws, rules, regulations, guidelines and approvals to acquire Equity Shares of our Company. Our Company, Underwriters and their respective directors, officers, agents, affiliates, and representatives accept no responsibility or liability for advising any investor on whether such investor is eligible to acquire Equity Shares of our Company.

The BRLM and their respective associates and affiliates may engage in transactions with, and perform services for, our Company 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 and their respective Group Companies, affiliates or associates or third parties, for which they have received, and may in the future receive, compensation.

Disclaimer in respect of Jurisdiction

The Issue is being made in India to persons resident in India (including Indian nationals resident in India who are not minors, 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 to FIIs, Eligible NRIs, Eligible QFIs and other eligible foreign investors (viz. FVCIs, multilateral and bilateral development financial institutions). This Draft Red Herring Prospectus does not, however, constitute an invitation to purchase shares offered hereby in any jurisdiction other than India to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Draft Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of the Issue will be subject to the jurisdiction of appropriate court(s) in Mumbai only.

No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that this Draft Red Herring Prospectus has been filed with SEBI for its observations and SEBI shall give its observations in due course. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and this Draft Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Draft Red Herring Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of our Company since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

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

The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the Securities Act) and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities 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 prior to the RoC filing.

Disclaimer Clause of the NSE

As required, a copy of this Draft Red Herring Prospectus has been submitted to NSE. The disclaimer clause as intimated by NSE to our Company, post scrutiny of this Draft Red Herring Prospectus, shall be included in the Red Herring Prospectus prior to the RoC filing.

Filing

A copy of this Draft Red Herring Prospectus has been filed with SEBI at Corporation Finance Department, Overseas Towers, 7th Floor, 756/L Anna Salai, Chennai 600 002.

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 60B of the Companies Act, would be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 60 of the Companies Act would be delivered for registration with RoC at the Office of the Registrar of Companies, Bengaluru.

Listing

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.

If the permissions to deal in and for an official quotation of the Equity Shares are not granted by any of the Stock Exchanges mentioned above, our Company will forthwith repay, without interest, all moneys received from the applicants in pursuance of the Red Herring Prospectus. If such money is not repaid within eight days after our Company become liable to repay it, then our Company, every Director of our Company who is an officer in default, in proportion to the number of Equity Shares offered/issued by each of them in the Issue, on and from such expiry of eight days, be liable to repay the money, with interest at the rate of interest of 15% per annum on application money, as prescribed under Section 73 of the Companies Act.

Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges mentioned above are taken within 12 Working Days from the Bid/Issue Closing Date.

Track record of past issues handled by the BRLM

The price information of past issues handled by HDFC Bank Limited is as follows:

Sr No.	Issue Name	Issue Size (in ₹ million)	Issue Price (₹)	Listing Date	Opening Price on Listing Date	Closing Price on Listing Date	% Change in Price on listing date (Closing) vs. Issue Price (%)	Benchmark index on listing date (Closing)	Closing price as on 10th calendar day from listing date	Benchmark index as on 10th calendar days from listing day (Closing)	Closing price as on 20th calendar day from listing date	Benchmark index as on 20th calendar days from listing day (Closing)	Closing price as on 30th calendar day from listing date	Benchmark index as on 30th calendar days from listing day (Closing)
1	Muthoot Finance Limited	9,012.5	175.0	6 May, 2011	196.60	175.90	0.51	5,551.45	160.50	5,499.00	157.60	5,412.35	175.25	5,532.05
2	Bharti Infratel Limited	41,727.6	220.0*	28 December, 2012	200.00	191.65	-12.89	5,908.35	207.40	5,988.40	204.95	6,039.20	210.30	6,074.80

Source: www.nseindia.com
Benchmark Index considered above in all the cases was Nifty
Note: 10th, 20th, 30th trading day from listed day have been taken as listing day plus 10, 20 and 30 calendar days. Wherever 10th, 20th, 30th trading day is a holiday, we have considered the closing data of the next trading date / day
**Issue Price for Retail Investors: Rs.210, Issue Price for Anchor Investors: Rs.230*

Summary statement of price information of past issues handled by HDFC Bank Limited:

A summary statement of the abovementioned price information of past issues handled by us as lead managers to public issues as follows:

Financial Year	Total No. of IPO's	Total Funds Raised (in ₹ million)	Nos. of IPOs trading at discount on listing date			No. of IPOs trading at premium on listing date			Nos. of IPOs trading at discount as on 30th calendar day from listing date			Nos. of IPOs trading at premium as on 30th calendar day from listing date		
			Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%	Over 50%	Between 25-50%	Less than 25%
2011-12	1	9,012.5	-	-	-	-	-	1	-	-	-	-	-	1
2012-13	1	41,727.6	-	-	1	-	-	-	-	-	1	-	-	-

Track record of past issues handled by the Manager

For details regarding the track record of the Manager, as specified in Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by the SEBI, please refer to the websites of the BRLM, as set forth in the table below:

Sr. No	Name of the Manager	Website
1.	HDFC Bank Limited	http://www.hdfcbank.com/wholesale/info-as-per-SEBI-circular.htm

Consents

Consents in writing of: (a) our Directors, our Company Secretary and Compliance Officer, the statutory auditors, the domestic legal counsel to the Company, domestic legal counsel to the Book Running Lead Manager, Bankers to the Issue, the Bankers to our Company and (b) the BRLM, the Syndicate Members, the Escrow Collection Bankers and the Registrar to the Issue to act in their respective capacities, will be obtained prior to the filing of the Red Herring Prospectus with the RoC as required under Sections 60 and 60B of the

Companies Act.

Our Company has received written consent from the Statutory Auditors namely, Price Waterhouse, Chartered Accountants, to include its name as an expert under Section 58 of the Companies Act in this Draft Red Herring Prospectus in relation to the reports of the Statutory Auditors dated August 29, 2013 on the restated financial information of the Company, included in this Draft Red Herring Prospectus and such consent has not been withdrawn up to the time of delivery of this Draft Red Herring Prospectus. A written consent under the provisions of the Companies Act is different from a consent filed with the U.S. Securities and Exchange Commission under Section 7 of the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. As the Equity Shares are proposed to be offered as a part of an initial public offering in India and the Equity Shares have not been and will not be registered under the Securities Act, the Statutory Auditors have not given consent under Section 7 of the Securities Act. In this regard, the Statutory Auditors have given consent to be referred to as "experts" in this Draft Red Herring Prospectus in accordance with the requirements of the Companies Act. The term "experts" as used in this Draft Red Herring Prospectus is different from those defined under the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. The reference to the Statutory Auditors as "experts" in this Draft Red Herring Prospectus is not made in the context of the Securities Act but solely in the context of this initial public offering in India or the Issue.

Expert to the Issue

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

a. Report by the IPO Grading Agency dated [●] furnishing the rationale of its grading of the Issue;

b. Our Company has received written consent from the Statutory Auditors namely, Price Waterhouse, Chartered Accountants, to include its name as an expert under Section 58 of the Companies Act in this Draft Red Herring Prospectus in relation to the report of the Statutory Auditors dated August 29, 2013 on the restated financial information of the Company, included in this Draft Red Herring Prospectus and such consent has not been withdrawn up to the time of delivery of this Draft Red Herring Prospectus. A written consent under the provisions of the Companies Act is different from a consent filed with the U.S. Securities and Exchange Commission under Section 7 of the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. As the Equity Shares are proposed to be offered as a part of an initial public offering in India and the Equity Shares have not been and will not be registered under the Securities Act, the Statutory Auditors have not given consent under Section 7 of the Securities Act. In this regard, the Statutory Auditors have given consent to be referred to as "experts" in this Draft Red Herring Prospectus in accordance with the requirements of the Companies Act. The term "experts" as used in this Draft Red Herring Prospectus is different from those defined under the Securities Act which is applicable only to transactions involving securities registered under the Securities Act. The reference to the Statutory Auditors as "experts" in this Draft Red Herring Prospectus is not made in the context of the Securities Act but solely in the context of this initial public offering in India or the Issue; and

c. Statement of Tax Benefits dated V. Kiran Mayi, Chartered Accountant provided by August 28, 2013.

Issue Related Expenses

Except as disclosed in the chapter titled '*Objects of the Issue'* on page 71 of this Draft Red Herring Prospectus, the expenses of this Issue include, among others, underwriting and management fees, selling commissions, SCSBs' commissions/fees, printing and distribution expenses, legal fees, statutory advertisement expenses, registrar and depository fees and listing fees.

The Issue expenses other than the listing fee comprising the fees and expenses of the Book Running Lead Manager, Domestic the legal counsel to our Company, Domestic legal counsel to the Book Running Lead Manager, underwriting commission, procurement commission if any, brokerage due to the underwriters and stock brokers/sub-brokers and the SCSBs payable in relation to the Issue shall by our Company

The estimated Issue expenses are as under:

Activity	Amount (₹ million)	% of the Issue Expenses	% of total Issue Size
BRLMs fees*	[●]	[●]	[●]
Underwriting commission, brokerage and selling commission*	[●]	[●]	[●]
Commission payable to Non Registered Syndicate Brokers*	[●]	[●]	[●]
Registrar's fees*	[●]	[●]	[●]
Advertisement and marketing expenses*	[●]	[●]	[●]
Printing and distribution expenses*	[●]	[●]	[●]
IPO Grading expenses*	[●]	[●]	[●]
Advisors*	[●]	[●]	[●]
Bankers to the Issue*	[●]	[●]	[●]
Others (SEBI filing fees, bidding software expenses, depository charges, listing fees, legal fees etc.) *	[●]	[●]	[●]
Total	**[●]**	**[●]**	**[●]**

**Will be incorporated at the time of filing of the Prospectus with RoC.*

Fees Payable to the Syndicate

The total fees payable to the Syndicate (including underwriting commission and selling commission and reimbursement of their out-of-pocket expense) is stated in the engagement letter dated October 5, 2012, between and our Company and the BRLM, copies of which is available for inspection at the Registered Office from 10.00 AM to 4.00 PM on Working Days from the date of the Red Herring Prospectus until the Bid/ Issue Closing Date.

Fees Payable to the Registrar to the Issue

The fees payable by our Company to the Registrar to the Issue for processing of application, data entry, printing of Allotment Advice/CAN/refund order, preparation of refund data on magnetic tape, printing of bulk mailing register will be as per the agreement dated August 29, 2013 entered into, between our Company and the Registrar to the Issue.

The Registrar to the Issue will be reimbursed for all out-of-pocket expenses including cost of stationery, postage, stamp duty and communication expenses. Adequate funds will be provided to the Registrar to the Issue to enable it to send refund orders or Allotment advice by registered post/speed post/under certificate of posting.

Particulars regarding public or rights issues by our Company during the last five years

Our Company has not made any public or rights issues during the five years preceding the date of this Draft Red Herring Prospectus.

Previous issues of Equity Shares otherwise than for cash

Except as disclosed in the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus, our Company has not issued any Equity Shares for consideration otherwise than for cash.

Commission and Brokerage paid on previous issues of the Equity Shares

Since this is the initial public issue of Equity Shares, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares since our Company's inception.

Previous capital issue during the previous three years by listed Group Companies and associates of our Company

None of the Group Companies and associates of our Company have undertaken a capital issue in the last three years preceding the date of this Draft Red Herring Prospectus.

Performance vis-à-vis objects – Public/rights issue of our Company and/or listed Group Companies and associates of our Company

Our Company has not undertaken any previous public or rights issue. None of the Group Companies or associates of our Company have undertaken any public or rights issue in the last ten years preceding the date of this Draft Red Herring Prospectus.

Outstanding Debentures or Bonds

Our Company does not have any outstanding debentures or bonds as of the date of filing this Draft Red Herring Prospectus.

Outstanding Preference Shares

Our Company does not have any outstanding preference shares as on date of this Draft Red Herring Prospectus.

Stock Market Data of Equity Shares

This being an initial public offer of our Company, the Equity Shares are not listed on any stock exchange.

Mechanism for Redressal of Investor Grievances

The agreement between the Registrar to the Issue, our Company will provide for retention of records with the Registrar to the Issue for a period of at least three years from the last date of despatch of the letters of allotment, demat credit and refund orders to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and the bank branch or collection centre where the application was submitted.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue with a copy to the relevant SCSB and the Member of the Syndicate with whom the Bid cum Application Form was submitted by the ASBA Bidder, giving full details such as name, address of the applicant, application number, number of Equity Shares applied for, amount paid on application and the Designated Branch or the collection centre of the SCSB where the Bid cum Application Form was submitted by the ASBA Bidders or the address of the centre of the Syndicate where the Bid cum Application Form was submitted by the ASBA Bidder.

Disposal of Investor Grievances by our Company

Our Company estimates that the average time required by our Company or the Registrar to the Issue or the SCSB in case of ASBA Bidders, 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 appointed a Shareholders'/ Investors' Grievances Committee comprising Mr. Prem Kishan Dass Gupta – Vice Chairman and Director; Mr. Saroosh Cowasjee Dinshaw – Independent Director; Mr. Michael Philip Pinto – Independent Director; and Mr. Kannan Ravindran Naidu – Wholetime Director and CEO as members. For details, please see the chapter entitled '*Our Management*' on page 130 of this Draft Red Herring Prospectus.

Our Company has also appointed Mr. Sundar Mangadu Agaram, Company Secretary of our Company as the Compliance Officer for the Issue and he may be contacted in case of any pre-Issue or post-Issue related problems at the following address:

Changes in Auditors

Sr. No.	Name	Year of Appointment	Year of Cessation	Reason
1	Price Waterhouse, Bangalore, Chartered Accountants	2001-2002	2012-13	Resignation
2	Price Waterhouse, Chartered Accountants	2012-2013		Appointment

			-	

Capitalisation of Reserves or Profits

Our Company has not capitalised its reserves or profits at any time during the last five years, except as stated in the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus.

Revaluation of Assets

Our Company has not re-valued its assets in the last five years.

SECTION VII: ISSUE INFORMATION

TERMS OF THE ISSUE

The Equity Shares being issued pursuant to this Issue are subject to the provisions of the Companies Act, SEBI ICDR Regulations, SCRA, SCRR, our Memorandum and Articles of Association, the terms of this Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, Bid cum Application Form, the Revision Form, the Confirmation of Allocation Note and other terms and conditions as may be incorporated in the allotment advices and other documents/certificates that may be executed in respect of the Issue. The Equity Shares shall also be subject to laws as applicable, guidelines, rules, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, the Government of India, the Stock Exchange, the RBI, RoC and/or other authorities, as in force on the date of the Issue and to the extent applicable or such other conditions as may be prescribed by the SEBI or any other authorities while granting its approval for the Issue.

Ranking of Equity Shares

The Equity Shares being issued 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 in respect of the rights to receive dividend. The Allottees upon Allotment of Equity Shares under the Issue, will be entitled to dividend, voting rights or any other corporate benefits, if any, declared by us after the date of Allotment. *For further details, please refer to the section entitled 'Main Provisions of Articles of Association' on page 334 of this Draft Red Herring Prospectus.*

Mode of Payment of Dividend

We shall pay dividend to our shareholders as per the provisions of the Companies Act and our Articles of Association. The declaration and payment of dividends will be recommended by our Board of Directors and our shareholders, in their discretion, and will depend on a number of factors, including but not limited to our earnings, capital requirements and overall financial condition.

Face Value and Issue Price per Share

The face value of each Equity Share is ₹ 10. The Floor Price is ₹ [●] per Equity Share and the Cap Price is ₹ [●] per Equity Share. The Anchor Investor Issue Price is ₹ [●] per Equity Share.

The Price Band and the minimum Bid Lot size for the Issue will be decided by our Company in consultation with the Manager and advertised in all editions of one English national daily, one Hindi national daily and one Kannada newspaper, each with wide circulation and made available on the websites of the Stock Exchanges, at least five Working Days prior to the Bid/Issue Opening Date. 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.

At any given point of time there shall be only one denomination of Equity Shares, subject to applicable law.

Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the Articles of Association, our equity shareholders shall have the following rights:

- Right to receive dividend, if declared;
- Right to attend general meetings and exercise voting rights, unless prohibited by law;
- Right to vote on a poll either in person or by proxy;
- Right to receive offer for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation;
- Right to freely transfer their Equity Shares, subject to applicable laws; and
- Such other rights, as may be available to a shareholder of a listed public company under the Companies Act, the terms of the Equity Listing Agreements with the Stock Exchange(s) and the Memorandum and Articles of Association our Company.

For a detailed description of the main provisions of the Articles of Association of our Company relating to voting rights, dividend, forfeiture and lien, transfer, transmission and/or consolidation/splitting, *please refer to the section entitled 'Main Provisions of Articles of Association' on page 334 of this Draft Red Herring Prospectus.*

Market Lot and Trading Lot

In terms of Section 68B of the Companies Act, the Equity Shares shall be allotted only in dematerialised form. As per the existing SEBI ICDR Regulations, the trading in the Equity Shares shall only be in dematerialised form for all investors.

Since trading of our Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allocation and Allotment through this Issue will be done only in electronic form in multiples of one Equity Shares to the successful Bidders subject to a minimum Allotment of [●] Equity Shares. *For details of Allocation and Allotment, please refer to the paragraph titled 'Basis of Allotment' under the chapter entitled 'Issue Procedure' on page 292 of this Draft Red Herring Prospectus.*

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 the same as joint tenants with benefits of survivorship.

Jurisdiction

Any dispute arising out of this Issue will be subject to the jurisdiction of competent court(s) in Mumbai, India only.

The Equity Shares have not been and will not be registered under the US Securities Act of 1933 ("Securities Act") and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares are only being offered and sold outside the United States in offshore transactions in compliance with Regulation S under the Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

Nomination facility to investors

In accordance with Section 109A of the Companies Act, the sole or first Bidder, along with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares Allotted, if any, shall vest. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall in accordance with section 109A of the Companies Act, be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the equity share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to equity share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale of equity share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at our Registered Office or to the registrar and transfer agents of our Company.

In accordance with Section 109B of the Companies Act, any person who becomes a nominee by virtue of the provisions of Section 109A of the Companies Act, shall upon the production of such evidence as may be required by the Board, elect either:

a) to register himself or herself as the holder of the Equity Shares; or

b) to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, the Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the allotment of Equity Shares in the Issue will be made only in dematerialized mode there is no need to make a separate nomination with our Company. Nominations registered with respective depository participant of the applicant would prevail. If the investor wants to change the nomination, they are requested to inform their respective depository participant.

Bid/Issue Program

FOR ALL BIDDERS*	ISSUE OPENS ON [●]
FOR QIB BIDDERS**	ISSUE CLOSES ON [●]
FOR ALL OTHER BIDDERS	ISSUE CLOSES ON [●]

**Our Company, in consultation with the BRLM may consider participation by Anchor Investors. The Anchor Investor shall Bid on the Anchor Investor Bidding Date i.e. one Working Day prior to the Bid/Issue Opening Date.*
***Our Company, in consultation with the BRLM, may decide to close the Bidding for QIBs one Working Day prior to the Bid/Issue Closing Date.*

Minimum Subscription

If our Company does not receive the minimum subscription of 90% of the offer through the offer document including devolvement of Underwriters, if any, within sixty (60) days from the date of Bid/Issue Closing Date, our Company shall refund the entire subscription amount received, no later than 70 days from the Bid/Issue Closing Date. If there is a delay beyond eight days, after our Company becomes liable to pay the amount, our Company shall pay interest prescribed under Section 73 of the Companies Act, 1956.

Further, in accordance with Regulation 26(4) of the SEBI ICDR Regulations, our Company shall ensure that the number of prospective allottees to whom the Equity Shares will be Allotted will be not less than 1,000.

If at least 75% of the Issue is not Allotted to the QIBs, the entire application money shall be refunded forthwith.

Arrangements for Disposal of Odd Lots

The Equity Shares will be traded in dematerialized form only and therefore the marketable lot is one Equity Share. Hence, there is no possibility of any odd lots.

Restrictions, if any on Transfer and Transmission of Equity Shares

Except for (a) the lock-in of the pre-Issue capital of our Company, Promoter's Minimum Contribution and the Anchor Investor lock-in as provided in the chapter entitled '*Capital Structure*' on page 55 of this Draft Red Herring Prospectus, and (b) otherwise provided in our Articles, as described in the section entitled '*Main Provisions of the Articles of Association*' on page 334 of this Draft Red Herring Prospectus, there are no restrictions on transfer and transmission of shares/ debentures and on their consolidation/ splitting.

Option to Receive Securities in Dematerialized Form

In accordance with the SEBI ICDR Regulations, 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 on the dematerialized segment of the Stock Exchanges. Allotees shall have the option to re-materialise the Equity Shares, if they so desire, as per the provisions of the Companies Act and the Depositories Act.

Withdrawal of the Issue

Our Company, in consultation with the Book Running Lead Manager, reserve the right not to proceed with the Issue after the Bid/Issue Opening Date but before the Allotment. In such an event, our Company would issue a public notice in the same newspapers where the pre-issue advertisement had appeared.,within two days of the Bid/Issue Closing Date, providing reasons for not proceeding with the Issue. The Book Running Lead Manager, through the Registrar to the Issue, shall notify the SCSBs to unblock the Bank Accounts of the ASBA Bidders within one Working Day from the date of receipt of such notification. In the event of withdrawal of the Issue and subsequently, plans of an initial public offering by our Company, a draft red herring prospectus will be submitted again to SEBI. Our Company shall also inform the same to the Stock Exchanges.

Notwithstanding the foregoing, this Issue is also subject to obtaining the final listing and trading approvals of the Stock Exchanges, which our Company shall apply for after Allotment, and the final RoC approval of the Prospectus.

ISSUE STRUCTURE

The present Issue comprising of 42,000,000 Equity Shares of ₹ 10 each for cash at price of ₹ [●] (including a premium of ₹ [●]) aggregating to ₹ [●] million through the 100% Book Building process.

Details of the Issue structure are tabulated below:

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders
Number of Equity Shares available for allocation	At least 31,500,000 Equity Shares.	Not more than 6,300,000 Equity Shares or Issue size less allocation to QIB Bidders and Retail Individual Bidders	Not more than 4,200,000 Equity Shares or Issue size less allocation to QIB Bidders and Non Institutional Bidders.
Percentage of Issue Size available for allocation	At least 75% of the Issue Size (of which 5% shall be reserved for Mutual Funds) However, 5% of the Net QIB Portion shall be available for allocation proportionately to Mutual Funds only.	Not more than 15% of the Issue Size or Issue Size less allocation to QIBs and Retail Individual Bidders	Not more than 10% of the Issue Size or Issue Size less allocation to QIBs and Non Institutional Bidders
Basis of Allocation if respective category is oversubscribed*	Proportionate as follows: (a) upto [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds; and (b) [●] Equity Shares shall be allotted on a proportionate basis to all QIBs, including Mutual Funds receiving allocation as per (a) above. In the Anchor Investor Portion, up to [●] Equity Shares shall be available for allocation to Anchor Investors on a discretionary basis, out of which one third shall be available for allocation to domestic Mutual Funds only.	Proportionate	Allotment to Retail Individual Bidders shall not be less than the minimum Bid lot, subject to availability of Equity Shares in the Retail Portion and the remaining available Equity Shares, if any, in Retail Portion shall be Allotted on a proportionate basis.***
Minimum Bid	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹2,00,000	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹2,00,000	[●] Equity Shares and in multiples of [●] Equity Shares
Maximum Bid	Not exceeding the size of the Issue, subject to the investment limit applicable to the Bidder	Not exceeding the size of the Issue, subject to investment limit as applicable to the Bidder	Such number of Equity Shares in multiples of [●] Equity Shares so that the Bid amount does not

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders
			exceed ₹2,00,000.
Mode of Allotment	Dematerialized mode	Dematerialized mode	Dematerialized mode
Bid Lot	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Shares thereafter.
Allotment Lot	[●] Equity Shares and in multiples of one Equity Share thereafter	[●] Equity Shares and in multiples of one Equity Share thereafter	[●] Equity Shares and in multiples of one Equity Share thereafter
Trading Lot/Market lot	One (1) Equity Share	One (1) Equity Share	One (1) Equity Share
Who can apply**	Public financial institutions, as specified in Section 4A of the Companies Act: scheduled commercial banks, mutual funds, foreign institutional investor and sub-account registered with SEBI (other than a sub-account which is a foreign corporate or foreign individual), multilateral and bilateral development financial institutions, VCF, FVCI, AIFs, state industrial development corporations, permitted insurance companies registered with the Insurance Regulatory and Development Authority, provident funds, (subject to applicable laws) with minimum corpus of ₹250 million and pension funds with minimum corpus of ₹250 million in accordance with applicable law, National Investment Fund set up by Government of India, insurance funds set up and managed by the army, navy and air force of the Union of India and insurance funds set up and managed by the Department of Posts, India.	Companies, Corporate Bodies, Scientific Institutions, Societies, Trusts, Resident Indian individuals, HUF (in the name of Karta), NRIs, sub-accounts of FIIs registered with SEBI, which are foreign corporates or foreign individuals and QFIs (applying for an amount exceeding ₹2,00,000)	Individuals (including ASBA Bidders, NRIs, HUFs in the name of Karta) applying for Equity Shares such that the Bid Amount does not exceed ₹2,00,000 in value. .
Terms of Payment	Full Bid Amount at the time of submission of the Bid cum Application Form through the ASBA Process (other than for Anchor	Full Bid Amount at the time of submission of the Bid cum Application Form through the ASBA Process	Full Bid Amount at the time of submission of the Bid cum Application Form either through ASBA or through the Non-ASBA

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders
	Investors). Full Bid Amount shall be payable by the Anchor Investors at the time of submission of the Bid cum Application Form. Any balance amount payable by the Anchor Investors, due to a difference between the Issue Price and the Bid Amount paid by the Anchor Investors, shall be payable by the Anchor Investors within two Working Days of the Bid/Issue Closing Date.		Process

* Subject to valid Bids being received at or above the Issue Price, the Issue is being made through the Book Building Process wherein at least 75% of the Issue shall be Allotted to QIB Bidders on a proportionate basis. 5% of the Net QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for Allotment on a proportionate basis to QIBs (including Mutual Funds), subject to valid Bids being received from them at or above the Issue Price. Mutual Funds participating in the 5% reservation in the Net QIB Portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion in the Mutual Fund reservation will be available to QIBs. Further, not more than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Issue shall be available for allocation to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

Subject to valid Bids being received at or above the Issue Price, under-subscription, if any, in the Non-Institutional Portion and Retail Portion would be allowed to be met with spill-over from other categories at the discretion of our Company in consultation with the Book Running Lead Manager and the Designated Stock Exchange.

The QIB Portion includes Anchor Investor Portion, as per the SEBI ICDR Regulations. Anchor Investor shall pay the entire Bid Amount at the time of submission of the Anchor Investor Bid. Provided that any difference between the Anchor Investor Allocation Price and Anchor Investor Issue Price, shall be payable by Anchor Investor Pay-in Date.

** In case the Bid cum Application Form is submitted in joint names, the investors should ensure that the demat 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.

*** In the event, the Bids received from Retail Individual Bidders exceeds [●] Equity Shares, then the maximum number of Retail Individual Bidders who can be allocated/Allotted the minimum Bid Lot will be computed by dividing the total number of Equity Shares available for allocation/Allotment to Retail Individual Bidders by the minimum Bid Lot ("**Maximum RII Allottees**"). The allocation/Allotment to Retail Individual Bidders will then be made in the following manner:

- In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is equal to or less than Maximum RII Allottees, (i) Retail Individual Bidders shall be Allotted the minimum Bid lot; and (ii) the balance Equity Shares, if any, remaining in the Retail Portion shall be Allotted on a proportionate basis to the Retail Individual Bidders who have received Allotment as per (i) above for less than the Equity Shares Bid by them (i.e. who have Bid for more than the minimum Bid lot).

- In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is more than Maximum RII Allottees, the Retail Individual Bidders (in that category) who will then be allocated/ Allotted minimum Bid Lot shall be determined on draw of lots basis

Under-subscription, if any, in any category, except in the QIB category, would be met with spill-over from other categories at the discretion of our Company in consultation with the Book Running Lead Manager and the Designated Stock Exchange.

Bid/Issue Programme*

FOR ALL BIDDERS	**ISSUE OPENS ON [●]**

FOR QIB BIDDERS**	**ISSUE CLOSES ON [●]**
FOR ALL OTHER BIDDERS	**ISSUE CLOSES ON [●]**

** Our Company may in consultation with the BRLM consider participation by Anchor Investors. The Anchor Investor shall bid on the Anchor Investor Bidding Date i.e. one Working Day prior to the Bid / Issue Opening Date.*

*** Our Company may in consultation with the BRLM consider closing the Bidding by QIB Bidders one Working Day prior to the Bid/Issue Closing Date.*

Except in relation to the Bids received from the Anchor Investors, Bids and any revision in Bids shall be accepted **only between 10.00 a.m. and 5.00 p.m.** (Indian Standard Time) during the Bidding Period at the Bidding Centres mentioned on the Bid cum Application Form **except that:**

(i) in case of Bids by QIBs under the Net QIB Portion, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 4.00 p.m. on the QIB Bid/Issue Closing Date;

(ii) in case of Bids by Non-Institutional Bidders, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 4.00 p.m. on the Bid/Issue Closing Date; and

(iii) in case of Bids by Retail Individual Bidders, the Bids and the revisions in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 5.00 p.m. on the Bid/Issue Closing Date, which may be extended upto such time as deemed fit by the Stock Exchanges after taking into account the total number of applications received upto the closure of timings and reported by Book Running Lead Manager to the Stock Exchanges.

Due to limitation of the time available for uploading the Bids on the Bid/Issue Closing Date, the Bidders are advised to submit their Bids one day prior to the Bid/Issue Closing Date and, in any case, no later than 1.00 p.m. (Indian Standard Time) on the Bid/Issue Closing Date. Bidders are cautioned that, in the event a large number of Bids are received on the Bid/Issue 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 will not be considered for allocation under this Issue. Bids will only be accepted on Working Days. Investors please note that, bids and any revision in Bids shall not be accepted on Saturdays and holidays as declared by the Stock Exchanges. Bids by ASBA Bidders shall be uploaded by the SCSBs in the electronic system to be provided by the Stock Exchanges. Our Company or any member of the Syndicate is not liable for any failure in uploading the Bids due to faults in any software / hardware system or otherwise.

In case of any discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid cum Application Form, for a particular Bidder, the details as per the Bid file received from the Stock Exchanges may be taken as the final data for the purpose of Allotment. In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical or electronic Bid cum Application Form, for a particular ASBA Bidder, the Registrar to the Issue shall ask for rectified data from the SCSB.

Our Company in consultation with the Book Running Lead Manager, reserves the right to revise the Price Band during the Bidding Period in accordance with the SEBI ICDR Regulations. In such an event, the Cap Price shall not be more than 120% of the Floor Price. Subject to compliance with the immediately preceding sentence, the Floor Price can move up or down to the extent of 20% of the Floor Price, as advertised at least five Working Days before the Bid/Issue Opening Date.

In case of revision in the Price Band, the Bidding Period shall be extended for at least three additional Working Days after such revision, subject to the total Bidding Period not exceeding 10 Working Days. Any revision in the Price Band, and the revised Bidding Period, if applicable, shall be widely disseminated by notification to the SCSBs and the Stock Exchanges, by issuing a press release and also by indicating the change on the websites of the Book Running Lead Manager and the terminals of the other members of the Syndicate.

ISSUE PROCEDURE

This section applies to all Bidders. Please note that all Bidders can participate in the Issue through the ASBA process. ASBA Bidders should note that the ASBA process involves application procedures that are different from the procedure applicable to Bidders other than the ASBA Bidders. Bidders applying through the ASBA process should carefully read the provisions applicable to such applications before making their application through the ASBA process. Please note that all the Non-ASBA Bidders are required to make payment of the full Bid Amount along with the Bid-cum-Application Form and the ASBA Bidders shall instruct the relevant SCSB to block the full Bid Amount along with the application.

By a circular bearing no. CIR/CFD/DIL/1/2011dated April 29, 2011 issued by SEBI, it is now mandatory for all QIB Bidders (except those Bidding under the Anchor Investor Portion) and Non-Institutional Bidders to apply through the ASBA process only. Further, the Syndicate/ sub-syndicate members shall also accept Bid cum Application Forms from all Bidders applying through the ASBA process. However, before accepting these ASBA forms syndicate/sub-syndicate members shall satisfy themselves that the SCSBs whose name has been filled in the ASBA form has named a branch in that centre to accept ASBA forms.

Further, SEBI pursuant to a circular CIR/CFD/14/2012 dated October 4, 2012 read with circular CIR/CFD/DIL/ 4 /2013 dated January 23, 2013 has introduced the mechanism for submission of Bid-cum-Application Forms through the nationwide broker network of the Stock Exchanges, who may not be syndicate members in an issue. This mechanism can be used to submit ASBA as well as Non-ASBA applications. The details of the locations are available on the website of BSE and NSE i.e. www.bseindia.com and www.nseindia.com respectively.

Our Company and the Syndicate do not accept any responsibility for the completeness and accuracy of the information stated in this section, and are not liable for any amendment, modification or change in applicable law, which may occur after the date of the Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their Bids do not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or as specified in this Draft Red Herring Prospectus.

Book Building Procedure

The Issue is being made through the 100% Book Building Process wherein at least 75% of the Issue shall be available for allocation to Qualified Institutional Buyers on a proportionate basis (of which 5% shall be allocated for Mutual Funds). 5% of the QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIBs, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Issue shall be available for allocation to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price, such that allotment to each Retail Individual Bidder shall not be less than the minimum bid lot, subject to availability of shares in Retail Individual Bidder's category, and the remaining available shares, if any, shall be allotted on a proportionate basis.

Under-subscription, if any, in any category, except the QIB category, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of our Company, in consultation with the BRLM and the Designated Stock Exchange.

In case of QIBs (other than Anchor Investors) Bidding through the Syndicate ASBA, the Book Running Lead Manager and its affiliate members of the Syndicate, may reject Bids at the time of acceptance of the Bid cum Application Form provided that the reasons for such rejection shall be disclosed to such Bidder in writing. Further, Bids from QIBs can also be rejected on technical grounds. In case of Non-Institutional Bidders and Retail Individual Bidders, our Company has a right to reject Bids based on technical grounds only.

Bidders can Bid at any price within the Price Band. The Price Band and the Bid Lot for the Issue will be decided by our Company in consultation with the Book Running Lead Manager, and advertised in an English, a Hindi national daily newspaper and a Kannada daily newspaper, each with wide circulation at least five Working Days prior to the Issue Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price. Such information shall also be disclosed to the Stock Exchanges for dissemination through, and shall be pre-filled in the Bid cum Application Forms available on, the Stock Exchanges' websites.

Investors should note that the Equity Shares will be Allotted to all successful Bidders only in dematerialised form. The Bid cum Application Forms which do not have the details of the Bidders' depository account, including DP ID, Client ID and PAN (other than Bids made on behalf of the Central and the State Governments, residents of the state of Sikkim and official appointed by the courts), shall be treated as incomplete and will be rejected. Bidders will not have the option of being Allotted Equity Shares in physical form. On Allotment, the Equity Shares will be traded only on the dematerialized segment of the Stock Exchanges.

Bidders are required to ensure that the PAN (of the sole/ first Bidder) provided in the Bid cum Application Form is exactly the same as the PAN of the person(s) in whose name the relevant beneficiary account is held. 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. 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.

Bid-cum-Application Form

Pursuant to SEBI circular CIR/CFD/DIL/4/2011 dated September 27, 2011, Bid cum Application Forms have been standardized and it has been decided that with effect from November 1, 2011 there would only be a single form for ASBA and non-ASBA Bidders. It has also been decided that the Bid cum Application Form (accompanied with abridged prospectus) would be printed in a booklet form of A4 size paper.

Bid cum Application Forms for ASBA Bidders will be available on the website of the NSE (www.nseindia.com) and BSE (www.bseindia.com) at least one day prior to Bid/Issue Opening Date. The Bid cum Application Form applies to all ASBA Bids irrespective of whether they are submitted to the SCSBs, to the Non Syndicate Registered Brokers or to the members of the Syndicate at the Syndicate ASBA Bidding Locations.

The prescribed colour of the Bid-cum-Application Form for various categories of Bidders is as follows:

Category		**Colour of Bid-cum-Application Form**
Resident Indians including QIBs, Non-Institutional Bidders, Retail Individual Investors, Eligible NRIs applying on a non repatriation basis (ASBA as well as Non-ASBA)	:	White
Eligible NRIs, FVCIs, FIIs, their Sub-Accounts (other than Sub-Accounts which are foreign corporates or foreign individuals bidding under the QIB Portion), on a repatriation basis (ASBA as well as Non-ASBA)	:	Blue
Anchor Investors*	:	[●]

**Bid-cum-Application Forms for Anchor Investors shall be available at the offices of the BRLMs*

Copies of the Bid cum Application Form will be available for all categories of Bidders with the members of the Syndicate, Designated Branches of the SCSBs and our Registered Office. The Bid cum Application Forms shall bear a unique application number.

Bidders shall only use the specified Bid cum Application Form bearing the stamp of a member of the Syndicate, unless they are using the ASBA Process. Before being issued to the Bidders, the Bid cum Application Form shall be serially numbered. The Bid Cum Application Form shall contain information about the Bidders, the price and the number of Equity Shares Bid for. Bidders shall have the option to make a maximum of three Bids (in terms of number of Equity Shares and respective Bid Amount) in the Bid cum Application Form and such options shall not be considered as multiple Bids. The collection centre of the Syndicate and the Non Syndicate Registered Brokers, as the case maybe, will acknowledge the receipt of the Bid Cum Application Form or Revision Form by stamping the acknowledgment slip and returning it to the Bidder. This acknowledgment slip shall serve as the duplicate of the Bid Cum Application Form for the records of the Bidder and the Bidder shall preserve this and should provide the same for any queries relating to non-Allotment of Equity Shares in the Issue. Further, Stock Exchanges shall ensure that the information relating to Price Band is pre-filled in such downloadable Bid cum Application Forms.

Upon completing and submitting the Bid cum Application Form to a member of the Syndicate or a Non Syndicate Registered Broker, the Bidder is deemed to have authorised our Company to make the necessary changes in the Red Herring Prospectus and the Bid cum Application Form as would be required for filing the Prospectus with the RoC and as would be required by the RoC after such filing, without prior or subsequent notice of such changes to the Bidder. Upon determination of the Issue Price and filing of the Prospectus with the RoC, the Bid cum Application Form shall be considered as the application form.

Bidders can also submit their Bids through the ASBA by submitting Bid cum Application Forms, either in physical or electronic mode, to the SCSB with whom the ASBA Account is maintained, through the members of the Syndicate/ sub-Syndicate (ASBA Bids through the members of the Syndicate/ sub-Syndicate shall hereinafter be referred to as the "**Syndicate ASBA**"), or through the Non Syndicate Registered Brokers. **However, ASBA Bids through the Syndicate ASBA or through the Non Syndicate Registered Brokers is permitted only at the Syndicate ASBA Centres and Non Syndicate Broker Centres, respectively.** Kindly note that Bid cum Application Forms submitted by ASBA Bidders to members of the Syndicate at the Syndicate ASBA Centres or to the Non Syndicate Registered Brokers at the Non Syndicate Broker Centres, will not be accepted if the SCSB with which the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for the members of the Syndicate or the Non Syndicate Registered Brokers to deposit the Bid cum Application Form (A list of such branches is available at http://www.sebi.gov.in/pmd/scsb-asba.html).

ASBA Bidders bidding through a BRLM should ensure that the Bid cum Application Form is submitted to a BRLM only in the Specified Cities. ASBA Bidders should also note that Bid cum Application Forms submitted to the BRLMs in the Specified Cities will not be accepted if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for the BRLMs to deposit Bid cum Application Forms (A list of such branches is available on the website of SEBI at http://www.sebi.gov.in/). ASBA Bidders bidding through a Registered Broker should note that Bid cum Application Forms submitted to the Registered Brokers will not be accepted if the SCSB where the ASBA Account, as specified in the Bid cum Application Form, is maintained has not named at least one branch at that location for the Registered Brokers to deposit Bid cum Application Forms. ASBA Bidders bidding directly through the SCSBs should ensure that the Bid cum Application Form is submitted to a Designated Branch of a SCSB where the ASBA Account is maintained.

ASBA Bidders can submit their Bids, either in physical or electronic mode. In case of application in physical mode, the ASBA Bidder shall submit the Bid cum Application Form, which shall be stamped, at the relevant Designated Branch. The Bid cum Application Form in physical mode, which shall be stamped, can also be submitted to the members of the Syndicate (including sub-syndicate members) or Non-Syndicate Registered Brokers. In case of application in electronic form, the ASBA Bidder shall submit the Bid cum Application Form either through the internet banking facility available with the SCSBs or such other electronically enabled mechanism for Bidding and blocking funds in the ASBA Account held with SCSB, and accordingly registering such Bids. The SCSB shall block an amount in the ASBA Account equal to the Bid Amount specified in the Bid cum Application Form.

On completion and submission of the Bid cum Application Form to the member of the Syndicate (including sub-syndicate member) or to a SCSB, as the case may be, the Bidder is deemed to have authorised our Company to make the necessary changes in this Draft Red Herring Prospectus and the Bid cum Application Form as would be required under the SEBI ICDR Regulations and other applicable laws, for filing the Prospectus with the RoC and as would be required by SEBI and/ or the RoC after such filing, without prior or subsequent notice of such changes to the Bidder.

Upon acceptance of a Bid cum Application Form, it is the responsibility of the Non Syndicate Registered Brokers to comply with the obligations set out in SEBI circular No. CIR/CFD/14/2012 dated October 4, 2012, including in relation to uploading the Bids on the electronic bidding system of the Stock Exchanges, depositing the cheque and sending the updated electronic schedule to the relevant branch of the Escrow Collection Bank (in case of Bids by Bidders other than ASBA Bidders) and forwarding the schedule along with the Bid cum Application Form to the relevant branch of the SCSB (in case of Bids by ASBA Bidders), and are liable for any failure in this regard.

Kindly note that the Syndicate/Sub Syndicate or the Non Syndicate Registered Broker at the Syndicate Bidding Centres or the Non Syndicate Brokers Centres, as applicable, may not accept the Bid if there is no branch of the Escrow Collection Banks at that location.

To supplement the foregoing, the mode and manner of Bidding is illustrated in the following chart.

Category of bidder	Mode of Bidding	Application form to be used for Bidding	To whom the application form has to be submitted
Retail Individual Bidders	Either (i) ASBA or (ii) non-ASBA	Bid cum Application Form	In case of ASBA Bidder (i) If using physical Bid cum Application Form, to the members of the Syndicate only at Syndicate ASBA Centres, to the Designated Branches of the SCSBs where the SCSB account is maintained, or to the Non Syndicate Registered Brokers at the Non Syndicate Broker Centres ; **or** (iii) If using electronic Bid cum Application Form, to the SCSBs, electronically through internet banking facility, where the SCSB account is maintained. In case of non-ASBA Bidder: (i) If using physical Bid cum Application Form, to the members of the Syndicate at the Bidding Centres or the Non Syndicate Registered Brokers at the Non Syndicate Broker Centres. (ii) If using electronic Bid cum Application Form, electronically through internet banking facility.
Non-Institutional Bidders and QIBs (excluding Anchor Investors)	ASBA (*Kindly note that ASBA is mandatory and no other mode of Bidding is permitted*)	Bid cum Application Form	(i) If using physical Bid cum Application Form, to the members of the Syndicate only at Syndicate ASBA Centres, to the Designated Branches of the SCSBs where the SCSB account is maintained, or to the Non Syndicate Registered Brokers at the Non Syndicate Broker Centres ; or (iii) If using electronic Bid cum Application Form, to the SCSBs, electronically through internet banking facility, where the SCSB account is maintained.
Anchor Investors	Non- ASBA	Bid cum	To the Book Running Lead Manager.

		Application Form	

Who can Bid?

- Any person eligible to invest under all applicable laws, rules, regulations and guidelines;

- Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, as amended, in single or or as a joint Bid and minors having valid depository accounts as per the demographic details provided by depositories. Furthermore, based on the information provided by the Depositories, our Company shall have the right to accept Bids belonging to an account for the benefit of a minor (under guardianship);

- HUFs, 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 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 would be considered at par with those from individuals;

- Companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in equity shares under their respective constitutional or charter documents;

- Mutual Funds registered with SEBI;

- Eligible NRIs on a repatriation basis or on a non repatriation basis subject to applicable laws. NRIs other than eligible NRIs are not eligible to participate in this Issue;

- Indian financial institutions, scheduled commercial banks (excluding foreign banks), regional rural banks, cooperative banks (subject to RBI regulations and the SEBI ICDR Regulations and other laws, as applicable);

- FIIs and sub-accounts registered with SEBI, other than a sub-account which is a foreign corporate or foreign individual bidding in the QIB portion;

- Sub-accounts of FIIs registered with SEBI, which are foreign corporates or foreign individuals only under the Non-Institutional Bidders category;

- Venture Capital Funds and Alternative Investment Funds registered with SEBI, in accordance with applicable law;

- Foreign Venture Capital Funds registered with SEBI;

- Multilateral and bilateral development financial institutions;

- State Industrial Development Corporations;

- Trusts/societies registered under the Societies Registration Act, 1860, as amended, or under any other law relating to trusts/societies and who are authorised under their respective constitutional / charter documents to hold and invest in equity shares;

- Scientific and/or industrial research organizations authorised to invest in equity shares;

- Insurance companies registered with Insurance Regulatory and Development Authority;

- Provident Funds with a minimum corpus of ₹250 million and who are authorised under their constitutional documents to hold and invest in equity shares;

- Pension Funds with a minimum corpus of ₹250 million and who are authorised under their constitutional documents to hold and invest in equity shares;

- National Investment Fund set up by resolution F. No. 2/3/2005 – DDII dated November 23, 2005, by the GoI, published in the gazette of India;

- Limited liability partnerships registered under the Limited Liability Partnership Act, 2008;

- Insurance funds set up and managed by the army, navy or air force of the Union of India;

- Insurance funds set-up and managed by the Department of Posts, India; and

- QFI's (subject to compliance with RBI circular bearing reference RBI/2011-12/347 dated January 13, 2012and SEBI circular bearing reference CIR/ IMD/FII&C/3/2012 dated January 13, 2012) under the Non-Institutional Bidders category.

As per the existing regulations, OCBs cannot participate in this Issue.

Participation by associates and affiliates of the BRLM and the Syndicate Members

The BRLM and the Syndicate Members shall not be allowed to subscribe to this Issue in any manner except towards fulfilling their underwriting obligations. However, the associates and affiliates of the BRLM and Syndicate Members may subscribe to or purchase Equity Shares in the Issue, either in the QIB Portion or in Non-Institutional Portion as may be applicable to such Bidders, where the allocation is on a proportionate basis. Such holding or subscription may be on their behalf or on behalf of their clients.

The Book Running Lead Manager, the Syndicate Members, our Promoter, the Promoter Group and any persons related to them cannot apply in the Issue under the Anchor Investor Portion.

Bids by SCSBs

SCSBs making applications on their own account using the ASBA facility are required to have a separate account in their own name with any other SEBI registered SCSB. Such account should be used solely for the purpose of making applications in public issues and clear demarcated funds should be available in such account for ASBA applications.

Bids by Mutual Funds

An eligible Bid by a Mutual Fund shall first be considered for allocation proportionately in the Mutual Fund Portion.

As per the SEBI ICDR Regulations, one third of the Anchor Investor Portion will be available for allocation to domestic Mutual Funds and 5% of the Net QIB Portion is reserved for allocation to Mutual Funds on a proportionate basis, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors. An eligible Bid by a Mutual Fund shall first be considered for allocation proportionately in the Mutual Fund Portion. In the event that the demand from Mutual Funds is greater than [●] Equity Shares, allocation shall be made to Mutual Funds proportionately, to the extent of the Mutual Fund Portion. The remaining demand by the Mutual Funds shall, as part of the aggregate demand by QIBs, be available for allocation proportionately out of the remainder of the QIB Portion, after excluding the allocation in the Mutual Fund Portion.

With respect to Bids by Mutual Funds, a certified copy of their SEBI registration certificate must be lodged with the Bid-Cum-Application-Form. Failing this our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason for the same.

In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

As per the existing regulations, 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 index funds or sector or industry specific funds. No Mutual Fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights.

The Bids made by asset management companies or custodians of Mutual Funds shall clearly indicate the name of the concerned scheme for which application is being made.

Bids by Non Residents

There is no reservation for Eligible NRIs or FIIs or FVCIs registered with SEBI. Such Eligible NRIs, FIIs and FVCIs registered with SEBI will be treated on the same basis as other categories for the purpose of allocation. As per the existing regulations, OCBs cannot participate in this Issue.

Bids by Eligible NRIs

1. Bid-cum-Application Forms have been made available for Eligible NRIs at the Registered Office and with the members of the Syndicate.

2. Eligible NRIs applicants should note that only such applications as are accompanied by payment in freely convertible foreign exchange shall be considered for Allotment. Eligible NRIs who intend to make payment through Non-Resident Ordinary (**NRO**) accounts should use the Bid cum Application form meant for Resident Indians.

3. Eligible NRIs Bidding on a repatriation basis may make payments by inward remittance in foreign exchange through normal banking channels or by debits to their Non-Resident External (**NRE**) or Foreign Currency Non-Resident (**FCNR**) accounts maintained with authorized dealers registered with the RBI under the Foreign Exchange Management (Foreign Currency Accounts) Regulations, 2000. Eligible NRIs Bidding on a repatriation basis are advised to use the Bid-cum-Application Form meant for Non-Residents ([●] in colour), accompanied by a bank certificate confirming that the payment has been made by debiting to the NRE or FCNR account, as the case may be.

4. Eligible NRIs Bidding on a non-repatriation basis may make payments by inward remittance in foreign exchange through normal banking channels or by debits to NRE/FCNR accounts as well as NRO accounts. Eligible NRIs Bidding on a non-repatriation basis are advised to use the Bid-cum-Application Form meant for Resident ([●] in colour).

Bids by FIIs

As per the current regulations, the following restrictions are applicable for investments by FIIs:

The issue of Equity Shares to a single FII should not exceed 10% of our post-Issue paid-up share capital. In respect of an FII investing in our Equity Shares on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of our total paid-up share capital or 5% of our total paid-up share capital in case such sub-account is a foreign corporate or a foreign individual. Such investment must be made out of funds raised or collected or brought from outside through normal banking channels and the investment must not exceed the overall ceiling specified for FIIs.

Subject to compliance with all applicable Indian laws, rules, regulations guidelines and approvals in terms of regulation 15A(1) of the Securities Exchange Board of India (Foreign Institutional Investors) Regulations 1995, as amended (**SEBI FII Regulations**), an FII, as defined in the SEBI FII Regulations, deal or hold, offshore derivative instruments (as defined under the SEBI FII Regulations as any instrument, by whatever name called, which is issued overseas by a FII against securities held by it that are listed or proposed to be listed on any recognised stock exchange in India, as its underlying) directly or indirectly, only in the event (i) such offshore derivative instruments are issued only to persons who are regulated by an appropriate regulatory authority; and (ii) such offshore derivative instruments are issued after compliance with know your client's norms. In terms of regulation 15A(2) of the SEBI FII Regulations, an FII is also required to ensure that no further issue or transfer of any offshore derivative instrument is made by or on behalf of it to any persons that are not regulated by an appropriate foreign regulatory authority as defined under the SEBI FII Regulations. Associates and affiliates of the underwriters including the BRLM and the Syndicate Members that are FIIs may issue offshore derivative instruments against Equity Shares Allotted to them in the Issue. Any such Offshore Derivative Instrument does not constitute any obligation or claim or claim on or an interest in, our Company. FIIs can participate only through the ASBA process.

Bids by SEBI registered Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors

The Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996 as amended, (the "**SEBI VCF Regulations**") and the Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000, as amended, *inter alia* prescribe the investment restrictions on VCFs and FVCIs, respectively, registered with SEBI. Further, the SEBI AIF Regulations prescribe, amongst others, the investment restrictions on AIFs.

Accordingly, the holding in any company by any individual VCF or FVCI registered with SEBI should not exceed 25% of the corpus of the VCF or FVCI. Further, VCFs and FVCIs can invest only up to 33.33% of the investible funds in various prescribed instruments, including in public offerings.

The category I and II AIFs cannot invest more than 25% of the corpus in one investee company. A category III AIF cannot invest more than 10% of the corpus in one investee company. A venture capital fund registered as a category I AIF, as defined in the SEBI AIF Regulations, cannot invest more than 1/3rd of its corpus by way of subscription to an initial public offering of a venture capital undertaking. Additionally, the VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the VCF Regulations.

All Non-Resident Bidders including Eligible NRIs, FIIs and FVCIs should note that refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. There is no reservation for Eligible NRIs, FIIs and FVCIs and all Bidders will be treated on the same basis with other categories for the purpose of allocation.

Further, according to the SEBI Regulations, the shareholding of VCFs, category I AIFs and FVCIs held in a company prior to making an initial public offering would be exempt from lock-in requirements only if the shares have been held by them for at least one year prior to the time of filing the draft red herring prospectus with SEBI.

Bids by Qualified Foreign Investors

Pursuant to a circular dated January 13, 2012, the RBI has permitted Eligible QFIs to invest in equity shares of Indian companies on a repatriation basis subject to certain terms and conditions. Eligible QFIs have been permitted to invest in equity shares of Indian companies which are offered to the public in India in accordance with the SEBI Regulations. The individual and aggregate investment limits for Eligible QFIs in an Indian company are 5% and 10%, respectively, of the paid up capital of the Indian company. These limits are in addition to the investment limits prescribed under the portfolio investment scheme for FIIs and NRIs. However, in cases of those sectors which have composite foreign investment caps, Eligible QFI investment limits are required to be considered within such composite foreign investment cap.

Eligible QFIs shall be included under the Non-Institutional Bidders category. Further, the SEBI in its circular dated January 13, 2012 has specified, amongst other things, eligible transactions for Eligible QFIs (which includes investment in equity shares in public issues to be listed on recognised stock exchanges and sale of equity shares held by Eligible QFIs in their demat account through SEBI registered brokers), manner of operation of demat accounts by Eligible QFIs, transaction processes and investment restrictions. SEBI has specified that transactions by Eligible QFIs shall be treated at par with those made by Indian non-institutional investors in various respects including, margins, voting rights and public issues.

Eligible QFIs shall open a single non interest bearing Rupee account with an AD category-I bank in India for routing the payment for transactions relating to purchase of equity shares (including investment in equity shares in public issues) subject to the conditions as may be prescribed by the RBI from time to time.

Eligible QFIs who wish to participate in the Issue are required to submit the Bid cum Application Form. Eligible QFIs are advised to use the Bid cum Application Form meant for Non-Residents ([●] in colour). Eligible QFIs are required to participate in the Issue through the ASBA process.

KYC: DP will ensure the KYC of QFI as per SEBI KYC norms.

All Non-Resident Bidders including Eligible NRIs, Eligible QFIs, FIIs and FVCIs should note that refunds, dividends and other distributions, if any, will be payable in Indian rupees only at the rate of exchange prevailing at the time of remittance and net of bank charges and/or commission. In case of Bidders who remit money through Indian Rupee drafts purchased abroad, such payments in Indian rupees will be converted into USD or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be dispatched by registered post or if the Bidders so desire, will be credited to their NRE Accounts, details of which should be furnished in the space provided for this purpose in the Bid-cum-Application Form. Our Company will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

Bids by insurance companies

In case of Bids made by insurance companies registered with the IRDA, a certified copy of certificate of registration issued by IRDA must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid without assigning any reason thereof.

The exposure norms for insurers, prescribed under the Insurance Regulatory and Development Authority (Investment) Regulations, 2000, as amended (**IRDA Investment Regulations**), are broadly set forth below:

a. equity shares of a company: the least of 10% of the investee company's subscribed capital (face value) or 10% of the respective fund in case of life insurer or 10% of investment assets in case of general insurer or reinsurer;

b. the entire group of the investee company: the least of 10% of the respective fund in case of a life insurer or 10% of investment assets in case of a general insurer or reinsurer (25% in case of ULIPS); and

c. the industry sector in which the investee company operates: 10% of the insurer's total investment exposure to the industry sector (25% in case of ULIPS).

Bids by provident funds/ pension funds

In case of Bids made by provident funds/pension funds, subject to applicable laws, with minimum corpus of ₹250.0 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be attached to the Bid cum Application Form. Failing this, our Company reserves the right to reject any Bid, without assigning any reason thereof.

Bids by Banking Companies

The investment limit for banking companies as per the Banking Regulation Act, 1949, as amended, is 30% of the paid-up share capital of the investee company or 30% of the banks' own paid-up share capital and reserves, whichever is less (except in case of certain specified exceptions, such as setting up or investing in a subsidiary company, which requires RBI approval). Additionally, any investment by a bank in the Equity Shares must be approved by such bank's investment committee set up to ensure compliance with the applicable prudential norms for classification, valuation and operation of investment portfolio of banks (currently reflected in the RBI Master Circular of July 1, 2011).Banking companies can participate in the Offer only through the ASBA process.

Bids by Limited Liability Partnerships

In case of Bids made by limited liability partnerships registered under the Limited Liability Partnership Act, 2008, a certified copy of certificate of registration issued under the Limited Liability Partnership Act, 2008, must be attached to the Bid-cum-Application Form. Failing this, our Company reserves the right to accept or reject any Bid, in whole or in part, in either case, without assigning any reason.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney by limited companies, corporate bodies, registered societies, FIIs, Mutual Funds, insurance companies and provident funds with minimum corpus of ₹250.0 million (subject to applicable law) and pension funds with a minimum corpus of ₹250.0 million a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the Memorandum of Association and Articles of Association and/or bye laws must be lodged with the Bid-cum-Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

Our Company in their absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid-cum-Application Form, subject to such terms and conditions that our Company and the BRLM may deem fit.

In addition to the above, certain additional documents are required to be submitted by the following entities:

(i) With respect to Bids by FIIs, VCFs, AIFs and Mutual Funds, a certified copy of their SEBI registration certificate must be lodged along with the Bid-cum-Application Form.

(ii) With respect to Bids by insurance companies registered with the Insurance Regulatory and Development Authority, in addition to the above, a certified copy of the certificate of registration issued by the Insurance Regulatory and Development Authority must be lodged with the Bid-cum- Application Form.

(iii) With respect to Bids made by provident funds with minimum corpus of ₹250.0 million (subject to applicable law) and pension funds with a minimum corpus of ₹250.0 million, a certified copy of a certificate from a chartered accountant certifying the corpus of the provident fund/pension fund must be lodged along with the Bid-cum-Application Form.

The above information is given for the benefit of the Bidders. Our Company and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares Bid for do not exceed the applicable limits under applicable laws or regulations or as specified in this Draft Red Herring Prospectus.

Anchor Investor Portion

Our Company, in consultation with the BRLM, may consider participation by Anchor Investors in the Net Proceeds for up to 30% of the QIB Portion in accordance with the SEBI ICDR Regulations. Anchor Investors shall Bid on the Anchor Investor Bidding Date. The QIB Portion shall be reduced to the extent of allocation, if any under the Anchor Investor Portion. In accordance with the SEBI ICDR Regulations, the key terms for participation in the Anchor Investor Portion are as follows:

(a) Anchor Investors shall be QIBs as defined in the SEBI ICDR Regulations.

(b) The Bid by Anchor Investors must be for a minimum of such number of Equity Shares so that the Anchor Investor Bid Amount exceeds ₹ 100 million. A Bid by Anchor Investor cannot be submitted for more than the Anchor Investor Portion.

(c) Allocation to the Anchor Investors shall be on a discretionary basis and subject to the following:

i. Maximum of two such Bidders shall be permitted for allocation up to ₹100 million;
ii. Minimum of two and maximum of 15 such Bidders shall be permitted for allocation above ₹100 million and up to ₹2500 million, subject to minimum allotment of ` 50 million per such Bidder;
iii. Minimum of five and maximum of 25 such investors shall be permitted for allocation above ₹2,500 million, subject to minimum allotment of ₹50 million per such Bidder.

(d) [●] Equity Shares out of the Anchor Investor Portion shall be reserved for allocation to domestic Mutual Funds. Bids by various schemes of a Mutual Fund shall be clubbed to calculate the Payment Amount.

(e) The Bidding for Anchor Investors shall open one Working Day before the Bid/Issue Opening Date and shall be completed on the same day.

(f) Anchor Investors are not permitted to Bid in the Issue through the ASBA process.

(g) Our Company, in consultation with the BRLM, shall finalise allocation to the Anchor Investors on a discretionary basis, subject to compliance with requirements regarding minimum number of allottees.

(h) The number of Equity Shares allocated to the Anchor Investors and the price at which the allocation is made, shall be made available in the public domain by the BRLM before the Bid/Issue Opening Date.

(i) Anchor Investors shall pay the entire Payment Amount at the time of submission of the Bid by the Anchor Investors. In case the Issue Price is greater than the price at which allocation was done to Anchor Investors, the additional amount per Equity Share being the difference between the Issue Price and the price at which allocation was made to the Anchor Investors shall be paid by the Anchor Investors by the Anchor Investor Pay-in Date. In the event the Issue Price is lower than the price at which allocation is being done to the Anchor Investors, the Allotment to Anchor Investors shall be at the price at which allocation was made to the Anchor Investors.

(j) Anchor Investors cannot withdraw nor lower the size of their Bids at any stage.

(k) The Equity Shares allotted in the Anchor Investor Portion shall be locked-in for a period of 30 days from the date of Allotment.

(l) Bids made by QIBs under both the Anchor Investor Portion and the Net QIB Portion shall not be considered as multiple Bids.

(m) The payment instruments for payment into the Escrow Account should be drawn in favour of:

- In case of Resident Anchor Investors: "[●]"
- In case of Non-Resident Anchor Investor: "[●]"

Maximum and Minimum Bid Size

For Retail Individual Bidders:

The Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Share thereafter, so as to ensure that the Bid Amount payable by the Bidder does not exceed ₹0.2 million. In case of revision of Bids, the Retail Individual Bidders have to ensure that the Bid Amount does not exceed ₹0.2 million. In case the Bid Amount is over ₹0.2 million due to revision of the Bid or revision of the Price Band or on exercise of Cut-off Price option, the Bid would be considered for allocation under the Non-Institutional Portion provided that such Bidders should apply through the ASBA process. Furthermore, in case of non-ASBA Bids, if the Bid Amount is above ₹200,000, the Bid is liable to be rejected. The Cut-off Price option is an option given only to the Retail Individual Bidders indicating their agreement to Bid and purchase at the final Issue Price as determined at the end of the Book Building Process. Retail Individual Bidders can revise their Bids during the Bid/Issue Period and withdraw their Bid(s) until finalization of Basis of Allotment.

For Other Bidders (Non-Institutional Bidders and QIBs):

The Bid must be for a minimum of such number of Equity Shares in multiples of [●] Equity Shares so that the Bid Amount exceeds ₹0.2 million and in multiples of [●] Equity Shares thereafter. A Bid cannot be submitted for more than the Issue Size. However, the maximum Bid by a QIB investor should not exceed the investment limits prescribed for them by applicable laws. Non-Institutional Bidders and QIBs are not allowed to Bid at 'Cut-off Price'. Under the SEBI ICDR Regulations, QIBs and Non-Institutional Bidders can neither withdraw nor lower the size of their Bids at any stage of the Issue.

For Bidders in the Anchor Investor Portion:

The Bid by an Anchor Investor must be for a minimum of such number of Equity Shares such that the Bid Amount is equal to or more than ₹ 100 million. Bids by Anchor Investors under the Anchor Investor Portion and the Net QIB Portion shall not be considered as multiple Bids. Under the Anchor Investor Portion, a Bid cannot be submitted for more than 30% of the QIB Portion. **Anchor Investors cannot withdraw their Bids or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Anchor**

Investors shall pay the entire Bid Amount at the time of submission of the Anchor Investor Bid. If the Issue Price is greater than the Anchor Investor Allocation Price, the additional amount being the difference shall be paid by the Anchor Investor as per the Anchor Investor Pay-in Date mentioned in the revised Anchor Investor Allocation Notice. If the Issue Price is lower than the Anchor Investor Allocation Price, the amount in excess of the Issue Price paid by the Anchor Investors shall not be refunded to them.

Bidders are advised to make independent enquiries and ensure that any single Bid from them does not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law or regulation or as specified in this Draft Red Herring Prospectus.

Information for the Bidders:

1. Subject to Section 66 of the Companies Act, our Company shall, after registering the Red Herring Prospectus with the Registrar of Companies, publish pre-Issue advertisement, in the form prescribed under the SEBI ICDR Regulations, in two national daily newspapers (one each in English and Hindi) and one Kannada language daily newspaper, each with wide circulation.

2. Our Company will file the Red Herring Prospectus with the RoC at least three days before the Bid/Issue Opening Date.

3. Copies of the Bid-cum-Application Form and copies of the Red Herring Prospectus will be available with the Syndicate, at our Registered office and at the Designated branches of SCSBs. The SCSBs shall ensure that the abridged prospectus is made available on their websites. Bid-cum-Application Forms will be available for downloading and printing, from the websites of the Stock Exchanges or the broker terminals, so that any investor or the Non-Syndicate Registered Brokers may download and print the Bid-cum-Application Forms directly, at broker terminals.

4. QIBs (excluding Anchor Investors) and Non-Institutional Bidders can participate in the Issue only through the ASBA process. Retail Individual Bidders have the option to bid through the ASBA process or the non ASBA process. ASBA Bidders are required to submit their Bids to the Syndicate, Non-Syndicated Registered Broker or to the SCSBs. Bidders other than ASBA Bidders are required to submit their Bids to the Syndicate or the Non-Syndicated Registered Brokers.

5. Eligible Bidders who are interested in subscribing for the Equity Shares should approach any of the BRLM or the Syndicate Members or their authorised agent(s) or the Non-Syndicate Registered Brokers to register their Bids. Bidders (other than Anchor Investors) who wish to use the ASBA process should approach the Designated Branches of the SCSBs or the Syndicate or the Non-Syndicate Registered Brokers to register their Bids.

6. The Bids should be submitted on the prescribed Bid-cum-Application Form only. Eligible investors may submit the application indicating the mode of payment to any of the Non-Syndicated Registered Broker at the Non-Syndicate Broker Centres. All such accepted Bid-cum-Application Forms shall be stamped and thereby acknowledged by the Registered Broker at the time of receipt and will be uploaded on the Stock Exchange Platform.

   i. Bid-cum-Application Forms (other than the Bid-cum-Application Forms submitted by ASBA Bidders) should bear the stamp of the BRLM or Syndicate Members or Non-Syndicate Registered Brokers otherwise they will be rejected.

   ii. The Bid-cum-Application Form submitted by an ASBA Bidder shall bear the stamp of the SCSB and/or the Designated Branch and/or the member of the Syndicate or Non-Syndicate Registered Brokers, otherwise they will be rejected.

   iii. The ASBA Bidders may also submit the applications electronically through electronic Bid-cum-Application Forms to the SCSBs with whom the ASBA Account is maintained. SCSBs may provide the electronic mode of bidding either through an internet enabled bidding and banking facility or other secured, electronically enabled mechanism for bidding and blocking funds in the ASBA Account.

7. Pursuant to SEBI Circular No. CIR/CFD/14/2012 dated October 04, 2012 all investors can submit their Bid-cum-Application Form through the Registered Brokers at the Non-Syndicate Broker Centres. The

details of location of the Non-Syndicate Broker Centres including name of the Registered Brokers, contact details such as name of the contact person, postal address, telephone number, e-mail address and other related details, where the Bid-cum-Application Forms can be submitted, have been disclosed by the Stock Exchanges on their websites. Non-Syndicated Registered Brokers shall be responsible for uploading the Bid on the Stock Exchange platform, banking the cheque or submitting the Bid-cum-Application Form by an ASBA Bidder to SCSB, and are liable for any failure in this regard.

8. Non-Syndicated Registered Brokers shall, in case of Bid-cum-Application Form by non-ASBA Bidders, deposit the cheque, prepare electronic schedule and send it to Escrow Collection Banks. All Escrow Collection Banks, which have branches in a Registered Broker Centre, shall ensure that at least one of its branches in the Registered Broker Centre accepts cheques. Non-Syndicated Registered Brokers shall deposit the cheque in any of the bank branch of the collecting bank in the Registered Broker Centre. Non-Syndicated Registered Brokers shall also update the electronic schedule (containing application details including the application amount) as downloaded from Stock Exchange platform and send it to local branch of the collecting bank. Non-Syndicated Registered Brokers shall retain all physical Bid-cum-Application Forms and send it to the Registrar to Issue after six months. In case of Bid-cum-Application Forms submitted by ASBA Bidders, Non-Syndicated Registered Brokers shall forward a schedule (containing application number and amount) along with the Bid-cum-Application Forms to the branch where the ASBA Account is maintained of the relevant SCSB for blocking of fund.

9. Any Bidder (who is eligible to invest in the Equity Shares) who would like to obtain the Red Herring Prospectus and/ or the Bid-cum-Application Form can obtain the same from our Registered Office and from the BRLM and the members of the syndicate.

10. The Bids should be submitted on the prescribed Bid-cum-Application Forms only.

11. The Syndicate (in accordance with the terms of the Syndicate Agreement) and the Designated Branches will accept Bids during the Bidding Period in accordance with the terms of the Red Herring Prospectus.

12. Non Syndicate Registered Brokers shall be responsible for uploading the Bid on the Stock Exchange platform, banking the cheque or submitting the Bid cum Application Form by an ASBA Bidder to SCSB, and are liable for any failure in this regard.

13. Except for Bids submitted on behalf of the Central Government or the State Government or officials appointed by a court and Bidders resident in the state of Sikkim who may be exempt from specifying their PAN for transacting in the securities market, all Bidders should mention their Permanent Account Number (PAN) allotted under the IT Act. In case of Bids submitted on behalf of the Central Government or the State Government or officials appointed by a court, such Bidders shall provide sufficient documentary evidence in support of the fact that such Bids have been submitted on behalf of the Central Government or the State Government or officials appointed by a court. Residents of Sikkim shall provide sufficient documentary evidence in support of their address as provided in the SEBI MRD Circular MRD/DOP/Dep/cir-29/2004 dated August 24, 2004.

14. With effect from August 16, 2010, the Demat accounts of Bidders for whom PAN details have not been verified shall be "suspended for credit" and no credit of Equity Shares pursuant to the Issue will be made into the accounts of such Bidders.

15. Bidders may note that in case the DP ID and Client ID and PAN mentioned in the Bid-cum-Application Form and entered into the electronic bidding system of the Stock Exchanges by the members of the Syndicate do not match with the DP ID and Client ID and PAN available in the Settlement Depository database, the application is liable to be rejected.

Additional information specific to ASBA Bidders:

1. Bid cum Application Forms in physical form will be available with the Designated Branches and with the members of the Syndicate/Sub Syndicate; and electronic Bid cum Application Forms will be available on the Non Syndicate Registered Broker terminal and the Stock Exchanges at least one day prior to the Bid Opening Date. Further, the SCSBs will ensure that the abridged Draft Red Herring Prospectus is made available on their websites.

2. The ASBA Bids should be submitted in the physical mode to the Syndicate or the Non-Syndicate Registered Brokers on the prescribed Bid-cum-Application Format at the Syndicate ASBA Bidding Centres and to the respective non syndicated registered broker and either in physical or electronic mode, to the SCSBs with whom the ASBA Account is maintained. Bid-cum-Application Form in electronic mode can be submitted only to the SCSBs with whom the ASBA Account is maintained and not to the members of Syndicate. SCSBs may provide the electronic mode of bidding either through an internet enabled Bidding and banking facility or such other secured, electronically enabled mechanism for Bidding and blocking funds in the ASBA Account. Eligible ASBA Bidders may also approach the Designated Branches to register their Bids through the ASBA process.

3. ASBA Bidders Bidding through a member of the Syndicate or the Non-Syndicate Registered Brokers should ensure that the Bid-cum-Application Form is submitted to a member of the Syndicate or the Non-Syndicate Registered Brokers and that the SCSB where the ASBA Account is maintained as specified in the Bid-cum-Application Form, has named at-least one branch for the members of the Syndicate to deposit Bid-cum-Application Forms, as displayed on the website of SEBI (www.sebi.gov.in/pmd/scsb-asba.html). ASBA Bidders Bidding directly through the SCSBs should ensure that the Bid-cum-Application Form is submitted to a Designated Branch where the ASBA Account is maintained (www.sebi.gov.in/pmd/scsb.pdf).

4. For ASBA Bids submitted to the members of the Syndicate or the Non-Syndicate Registered Brokers, shall upload the ASBA Bid on to the electronic Bidding system of the Stock Exchanges and deposit the Bid-cum-Application Form with the relevant branch of the SCSB authorized to accept such Bid-cum-Application Form from the members of the Syndicate (as displayed on the website of SEBI) or the Non-Syndicate Registered Brokers. The relevant branch of the SCSB shall block an amount in the ASBA Account equal to the Bid Amount specified in the Bid-cum-Application Form. For ASBA Bids submitted directly to the SCSBs, the relevant SCSB shall block an amount in the ASBA Account equal to the Bid Amount specified in the Bid-cum-Application Form, before entering the ASBA Bid into the electronic Bidding system.

5. ASBA Bidders should ensure that they have funds equal to the Bid Amount in the ASBA Account before submitting the Bid-cum-Application Form to the members of the Syndicate at the Syndicate or the Non-Syndicate Registered Brokers or the respective Designated Branch. An ASBA Bid where the corresponding ASBA Account does not have sufficient funds equal to the Bid Amount at the time of blocking the ASBA Account is liable to be rejected.

6. Please ensure that in the event a Bid-cum-Application Form is submitted by an ASBA Bidder at the terminals of the Syndicate Members/ Non-Syndicate Registered Broker and the payment is proposed to be made through the ASBA process, the SCSB with whom the payment is to be blocked has a branch at any of the centres as listed on the websites of the Exchanges on **http://www.nseindia.com/products/content/equities/ipos/ipo_mem_terminal.htm** and **http://www.bseindia.com/Markets/PublicIssues/brokercentres_new.aspx?expandable=3**. For these ASBA Bids submitted to the Syndicate/ Non-Syndicate Registered Broker, the Syndicate/ Non-Syndicate Registered Broker shall upload the ASBA Bid onto the electronic bidding system of the Stock Exchanges and deposit the Bid-cum-Application Form with the relevant branch of the SCSB, named by such SCSB to accept such Bid-cum-Application Forms from the Syndicate or Non-Syndicate Registered Broker. The relevant branch of the SCSB shall block an amount in the ASBA Account equal to the Payment Amount specified in the Bid-cum-Application Form. For ASBA Bids submitted directly to the SCSBs, the relevant SCSB shall block an amount in the ASBA Account equal to the Payment Amount specified in the Bid-cum-Application Form, before entering the ASBA Bid into the electronic bidding system

7. For ASBA Bids submitted to the SCSBs, in terms of the SEBI circular CIR/CFD/DIL/3/2010 dated April 22, 2010, the Registrar will reconcile the compiled data received from the Stock Exchanges and all SCSBs, and match the same with the Depository database for correctness of DP ID and PAN. In cases where any DP IDand PAN mentioned in the Bid file for an ASBA Bidder does not match the one available in the Depository database our Company in consultation with the Designated Stock Exchange, the Book Running Lead Manager, the Registrar, reserves the right to proceed as per the depository records on such ASBA Bids or treat such ASBA Bids as rejected. The Registrar will reject multiple ASBA Bids based on common PAN as available on the records of the Depositories.

8. For ASBA Bids submitted to the members of the Syndicate, the basis of allotment will be based on the Registrar's validation of the electronic Bid details with the depository records, and the complete

reconciliation of the final certificates received from the SCSBs with the electronic Bid details in terms of the SEBI circular CIR/CFD/DIL/1/2011 dated April 29, 2011. The Registrar to the Offer will undertake technical rejections based on the electronic Bid details and the depository database. In case of any discrepancy between the electronic Bid data and the depository records, our Company in consultation with the Designated Stock Exchange, the Book Running Lead Manager, the Registrar and our Company, reserves the right to proceed as per the depository records or treat such Bid as rejected.

9. The SCSBs shall accept Bids only during the Bid Period and only from the ASBA Bidders. The SCSB shall not accept any Bid cum Application Form after the closing time of acceptance of Bids on the Issue Closing Date.

10. The Bid cum Application Form shall bear the stamp of the Designated Branch or the members of the Syndicate (in case of Bids through Syndicate ASBA), or theNon-Syndicate Registered Broker as the case may be. If not, the same shall be rejected.

Submission of Bid-cum-Application Form

With respect to the Non-ASBA Bidders, Bid-cum-Application Forms or Revision Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the members of the Syndicate or the Non-Syndicate Registered Brokers at the time of submission of the Bid. With respect to ASBA Bidders, the Bid cum application Form or the Revision Form may be submitted to the Designated Branches of the SCSBs or to the Syndicate Member(s)/sub-syndicate members or the Non-Syndicate Registered Brokers.

No separate receipts shall be issued for the money payable on the submission of Bid-cum-Application Form or Revision Form. However, the collection centre of the members of the Syndicate or the Non-Syndicate Registered Brokers and SCSBs, as applicable, will acknowledge the receipt of the Bid-cum-Application Forms or Revision Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid-cum-Application Form for the records of the Bidder.

Method and Process of Bidding

1. Our Company and the BRLM shall declare the Bid/Issue Opening Date and Bid/Issue Closing Date at the time of filing the Red Herring Prospectus with the RoC and also publish the same in widely circulated national newspapers (one each in English and Hindi) and a widely circulated Kannada newspaper. The Syndicate/ Non-Syndicate Registered Broker and the SCSBs shall accept Bids from the Bidders during the Issue Period.

2. Our Company, in consultation with the BRLM will decide the Price Band and the minimum Bid lot size for the Issue and the same shall be advertised in two national newspapers (one each in English and Hindi) and in one Kannada newspaper with wide circulation at least five Working Days prior to the Bid/ Issue Opening Date.

3. The Bid/Issue Period shall be for a minimum of three Working Days and shall not exceed 10 Working Days. The Bid/ Issue Period maybe extended, if required, by an additional three Working Days, subject to the total Bid/Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid/ Issue Period, if applicable, will be published in two national newspapers (one each in English and Hindi) and one Kannada newspaper with wide circulation and also by indicating the change on the websites of the BRLM, at the terminals of the Syndicate and by intimation to the SCSBs.

4. During the Bid/Issue Period, Bidders (other than ASBA Bidders), who are interested in subscribing for the Equity Shares should approach the Syndicate Members or their authorised agents or the Non-Syndicate Registered Brokers to register their Bids. The Syndicate Members shall accept Bids from all Bidders and have the right to veto the Bids during the Bid/ Issue Period in accordance with the terms of the Red Herring Prospectus. Bidders applying through the ASBA process may approach the Designated Branches of the SCSBs or to the Syndicate Member(s)/sub-syndicate members or the Non-Syndicate Registered Brokers to register their Bids.

5. Each Bid-cum-Application Form will give the Bidder the choice to Bid for up to three optional prices (for details refer to the paragraph entitled '*Bids at Different Price Levels and Revision of Bids*' below) within the Price Band and specify the demand (i.e., the number of Equity Shares Bid for) in each option. The price

and demand options submitted by the Bidder in the Bid-cum-Application Form will be treated as optional demands from the Bidder and will not be cumulated. After determination of the Issue Price, the maximum number of Equity Shares Bid for by a Bidder at or above the Issue Price will be considered for allocation/Allotment and the rest of the Bid(s), irrespective of the Bid Amount, will become automatically invalid.

6. The Bidder cannot Bid on another Bid-cum-Application Form after Bids on one Bid-cum-Application Form have been submitted to any member of the Syndicate, Non-Syndicate Registered Brokers or the SCSBs. Submission of a second Bid-cum-Application Form to either the same or to another member of the Syndicate or SCBS will be treated as multiple Bids and is liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the allocation or Allotment of Equity Shares in this Issue. However, the Bidder can revise the Bid through the Revision Form, the procedure for which is detailed under the paragraph titled '*Build up of the Book and Revision of Bids*' below.

7. In case of a Bidder applying through the ASBA process has submitted the Bid-cum-Application Form to the Syndicate Member(s)/sub-syndicate members or its authorized agents or the Non-Syndicate Registered Brokers, the Syndicate members or the Non-Syndicate Registered Brokers shall upload the Bid details in the electronic bidding system of the Stock Exchange. Before accepting the Bid-cum-Application Forms, the Syndicate/sub-syndicate members or the Non-Syndicate Registered Brokers shall ensure that SCSBs whose name has been entered in the Bid-cum-Application Form has designated a branch in that particular bidding centre to accept such Bid-cum-Application Forms. Within two days of the Bid/Issue Closing date, the Syndicate members or the Non-Syndicate Registered Brokers shall forward a schedule containing the application and amount along with the application forms to the branch of the SCSBs so authorised to accept the forms procured by the Syndicate members or the Non-Syndicate Registered Brokers. Upon receipt of such application forms the SCSBs shall verify whether sufficient funds are available in the ASBA account as mentioned in the application forms. In the event sufficient funds are not available in the relevant ASBA Account, the Designated Branch of the SCSB shall reject such Bids.

8. The members of the Syndicate/the SCSBs or the Non-Syndicate Registered Brokers will enter each Bid option into the electronic bidding system as a separate Bid and generate a Transaction Registration Slip, (**TRS**), for each price and demand option and give the same to the Bidder. Therefore, a Bidder can receive up to three TRSs for each Bid-cum-Application Form.

9. Along with the Bid-cum-Application Form, all Bidders (other than ASBA Bidders) will make payment in the manner described in '*Escrow Mechanism- Terms of payment and payment into the Escrow Accounts*' in this chapter.

10. In case of receipt of the Bid-cum-Application Form directly from the ASBA Bidder, submitted whether in physical or electronic mode, the Designated Branch of the SCSB shall verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the Bid Cum Application Form, prior to uploading such Bids with the Stock Exchanges. If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB shall reject such Bids and shall not upload such Bids with the Stock Exchanges. If sufficient funds are available in the ASBA Account, the SCSBs shall block an amount equivalent to the Bid Amount mentioned in the Bid Cum Application Form and will enter each Bid option into the electronic bidding system as a separate Bid and generate a TRS for each price and demand option. The TRS shall be furnished to the ASBA Bidder on request.

11. The Bid Amount shall remain blocked in the aforesaid ASBA Account until finalisation of the Basis of Allotment and consequent transfer of the Bid Amount against the Allotted Equity Shares to the Public Issue Account, or until withdrawal/failure of the Issue or until withdrawal/rejection of the Bid Cum Application Form, as the case may be. Once the Basis of Allotment is finalized, the Registrar to the Issue shall send an appropriate request to the Controlling Branch of the SCSB for unblocking the relevant ASBA Accounts and for transferring the amount allocable to the successful Bidders to the Public Issue Account. In case of withdrawal/failure of the Issue, the blocked amount shall be unblocked on receipt of such information from the Registrar to the Issue.

12. INVESTORS ARE ADVISED NOT TO SUBMIT THE BID-CUM-APPLICATION FORMS TO THE ESCROW COLLECTION BANKS. BIDS SUBMITTED TO THE ESCROW COLLECTION BANKS SHALL BE REJECTED AND SUCH BIDDERS SHALL NOT BE ENTITLED TO ANY COMPENSATION ON ACCOUNT OF SUCH REJECTION.

Bids at Different Price Levels and Revision of Bids

1. The Price Band and the minimum Bid lot size shall be decided by our Company in consultation with the BRLM and advertised at least five Working Days prior to the Bid/Issue Opening Date, in an English national newspaper, a Hindi national newspaper and a Kannada newspaper, each with wide circulation.

2. Our Company, in consultation with the BRLM and without the prior approval of, or intimation, to the Bidders, reserves the right to revise the Price Band during the Bid/ Issue Period, provided that the Cap Price shall be less than or equal to 120% of the Floor Price and the Floor Price shall not be less than the face value of the Equity Shares. The revision in Price Band shall not exceed 20% on the either side i.e. the floor price can move up or down to the extent of 20% of the floor price disclosed at least two Working days prior to the Bid/ Issue Opening Date and the Cap Price will be revised accordingly.

3. In case of revision in the Price Band, the Bid/Issue Period will be extended for at least three additional days after revision of Price Band subject to a maximum of 10 Working Days. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the Stock Exchanges, by issuing a public notice in an English national newspaper, a Hindi national newspaper and a Kannada newspaper, each with wide circulation and also by indicating the change on the websites of the BRLM, SCSBs and at the terminals of the Syndicate Member(s).

4. Our Company, in consultation with the BRLM will finalise the Issue Price within the Price Band in accordance with this clause, without the prior approval of, or intimation, to the Bidders.

5. The Bidders can Bid at any price within the Price Band. The Bidder has to Bid for the desired number of Equity Shares at a specific price. Retail Individual Bidders may Bid at the Cut-off Price. However, bidding at Cut-off Price is prohibited for QIB and Non- Institutional Bidders and such Bids from QIB and Non-Institutional Bidders shall be rejected.

6. Retail Individual Bidders, who Bid at Cut-off Price agree that they shall purchase the Equity Shares at any price within the Price Band. Retail Individual Bidders, shall submit the Bid-cum-Application Form along with a cheque/demand draft for the Bid Amount based on the Cap Price with the Syndicate. In case of ASBA Bidders (excluding Non-Institutional Bidders and QIB Bidders) bidding at Cut-off Price, the ASBA Bidders shall instruct the SCSBs to block an amount based on the Cap Price.

7. In the event of any revision in the Price Band, whether upward or downward, the minimum application size shall remain [•] Equity Shares irrespective of whether the Bid Amount payable on such minimum application is not in the range of ₹10,000 to ₹15,000.

Escrow mechanism, terms of payment and payment into the Escrow Accounts

For details of the escrow mechanism and payment instructions, please see the chapter entitled '*Issue Procedure*' on page no. 292 of this Draft Red Herring Prospectus.

Electronic Registration of Bids

1. The members of the Syndicate / Non-Syndicate Registered Broker and the Designated branches of the SCSBs will register the Bids using the on-line facilities of the Stock Exchanges.

2. The Syndicate / Non-Syndicate Registered Broker and the SCSBs will undertake modification of selected fields in the Bid details already uploaded within one Working Day from the Bid/Issue to amend some of the data fields (currently DP ID, Client ID) entered by them in the electronic bidding system. Bidders are cautioned that a high inflow of Bids typically experienced on the last Working Day of the Bidding may lead to some Bids received on the last Working Day not being uploaded due to lack of sufficient uploading time, and such Bids that could not be uploaded will not be considered for allocation.

3. There will be at least one on-line connectivity facility in each city, where a stock exchange is located in India and where Bids are being accepted. The BRLM, our Company and the Registrar are not responsible for any acts, mistakes or errors or omission and commissions in relation to, (i) the Bids accepted by the Syndicate Members and the SCSBs, (ii) the Bids uploaded by the Syndicate Members or the Non-Syndicate

Registered Brokers and the SCSBs, (iii) the Bids accepted but not uploaded by the Syndicate Members or the Non-Syndicate Registered Brokers and the SCSBs or (iv) with respect to ASBA Bids, Bids accepted and uploaded without blocking funds in the ASBA Accounts. However, the Syndicate / Non-Syndicate Registered Broker and/or the SCSBs shall be responsible for any error in the Bid details uploaded by them. It shall be presumed that for Bids uploaded by the SCSBs, the Bid Amount has been blocked in the relevant ASBA Account.

4. The Stock Exchanges will offer an electronic facility for registering Bids for the Issue. This facility will be available with the Syndicate and their authorised agents, Non-Syndicate Registered Broker and the SCSBs during the Bid/ Issue Period. The Syndicate Members and the Designated Branches of the SCSBs can also set up facilities for off-line electronic registration of Bids subject to the condition that they will subsequently upload the off-line data file into the on-line facilities for Book Building on a regular basis. On the Bid/ Issue Closing Date, the Syndicate, Non-Syndicate Registered Broker and the Designated Branches of the SCSBs shall upload the Bids till such time as may be permitted by the Stock Exchanges. This information will be available with the BRLM on a regular basis.

5. Based on the aggregate demand and price for Bids registered on the electronic facilities of the Stock Exchanges, a graphical representation of consolidated demand and price as available on the websites of the Stock Exchanges would be made available at the Bidding centres during the Bid/Issue Period.

6. At the time of registering each Bid other than ASBA Bids, the Syndicate and the Non-Syndicate Registered Broker shall enter the following details of the Bidders in the on-line system:

   - Name of the Bidder: Bidders should ensure that the name given in the Bid-cum-Application Form is exactly the same as the name in which the Depositary Account is held. In case the Bid-cum-Application Form is submitted in joint names, Bidders should ensure that the Depository Account is also held in the same joint names and are in the same sequence in which they appear in the Bid-cum-Application Form;
   - Investor Category – Individual, Corporate, FII, NRI, Mutual Fund, etc. and sub-category;
   - Price Option (price per equity share);
   - Numbers of Equity Shares Bid for;
   - Bid Amount;
   - Cheque Details (number and amount);
   - Bid-cum-Application Form number;
   - DP ID and client identification number of the beneficiary account of the Bidder; and
   - PAN (of the first Bidder, in case of more than one Bidder).

7. With respect to ASBA Bids, at the time of registering each Bid, the Designated Branches of the SCSBs shall enter the following information pertaining to the Bidder into the online system:

   - Name of the Bidder: Bidders should ensure that the name given in the Bid-cum-Application Form is exactly the same as the name in which the Depositary Account is held. In case the Bid-cum-Application Form is submitted in joint names, Bidders should ensure that the Depository Account is also held in the same joint names and are in the same sequence in which they appear in the Bid-cum-Application Form;
   - Investor Category – Individual, Corporate, FII, NRI, Mutual Fund, etc. and sub-category;
   - Price Option (price per equity share);
   - Numbers of Equity Shares Bid for;
   - Bid Amount;
   - Bank Account number; and
   - Bid-cum-Application Form number;
   - DP ID and client identification number of the beneficiary account of the Bidder; and
   - PAN (of the first Bidder, in case of more than one Bidder).

8. With respect to ASBA Bids submitted to the members of Syndicate or the Non-Syndicate Registered Brokers, at the time of registering each Bid, the members of Syndicate shall enter the following details on the on-line system:

   - Name of the Bidder: Bidders should ensure that the name given in the Bid-cum-Application Form is exactly the same as the name in which the Depositary Account is held. In case the Bid-cum-Application Form is submitted in joint names, Bidders should ensure that the Depository Account is also held in the same joint names and are in the same sequence in which they appear in the Bid-cum-Application Form;
   - Investor Category – Individual, Corporate, FII, NRI, Mutual Fund, etc. and sub-category;
   - Price Option (price per equity share);
   - Numbers of Equity Shares Bid for;
   - Bid Amount;
   -
   - Bank Account number; and
   - Location.
   - Bank code for the SCSB where the ASBA Account is maintained; and
   - Bid-cum-Application Form number;
   - DP ID and client identification number of the beneficiary account of the Bidder; and
   - PAN (of the first Bidder, in case of more than one Bidder).

9. A system generated TRS will be given to the Bidder as a proof of the registration of each of the bidding options. It is the Bidder's responsibility to obtain the TRS from the members of the Syndicate / Non-Syndicate Registered Broker or the SCSBs as the case may be. The registration of the Bid by the member of the Syndicate / Non-Syndicate Registered Broker or the SCSB does not guarantee that the Equity Shares shall be allocated/Allotment either by the members of the Syndicate or our Company.

10. Such TRS will be non-negotiable and by itself will not create any obligation of any kind.

11. In case of QIB Bidders, bidding through the members of the Syndicate, only the BRLM and their affiliate Syndicate Members have the right to accept the bid or reject it. However, such rejection should be made at the time of receiving the bid and only after assigning a reason for such rejection in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, Bids would not be rejected except on the technical grounds. The members of the Syndicate/ Non-Syndicate Registered Broker may also reject Bids if all the information required is not provided and the Bid-cum-Application Form is incomplete in any respect. The SCSBs shall have no right to reject Bids, except on technical grounds.

12. The permission given by BSE/ NSE to use their network and software of the Online IPO system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company, or the BRLM are cleared or approved by BSE/ NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does it take any responsibility for the financial or other soundness of our Company, our Promoter, our management or any scheme or project of our Company.

13. Only Bids that are uploaded on the online system of the Stock Exchanges shall be considered for allocation/Allotment. The members of the Syndicate / Non-Syndicate Registered Broker and the SCSBs shall capture all data relevant for the purposes of finalizing the Basis of Allotment while uploading Bid data in the electronic Bidding systems of the Stock Exchanges. In order that the data so captured is accurate the members of the Syndicate / Non-Syndicate Registered Broker and the SCSBs will be given up to one Working Day after the Offer Closing Date to modify/verify certain selected fields uploaded in the online system during the Offer Period after which the data will be sent to the Registrar for reconciliation with the data available with the NSDL and CDSL. In case no corresponding record is available with depositories, which matches the three parameters, DP ID, Beneficiary Account No. and PAN, then such Bids are liable to be rejected.

14. The details uploaded in the online IPO system shall be considered as final and Allotment will be based on such details.

Build up of the book and revision of Bids

a. Bids received from various Bidders through the Syndicate / Non-Syndicate Registered Broker and the SCSBs shall be electronically uploaded to the Stock Exchanges main frame on a regular basis.

b. The Book gets built up at various price levels. This information will be available with the BRLM on a regular basis at the end of the Bid/Issue Period and can be obtained from themand it shall also be shown graphically on the Bidding terminals of the Syndicate and the websites of BSE at www.bseindia.com and the NSE at www.nseindia.com.

c. Retail Individual Bidders can revise their Bids during the Bid/Issue Period and withdraw their Bid(s) until finalization of Basis of Allotment. QIBs and Non-institutional investors can neither lower the size of their Bids nor withdraw Bids at any stage of the Issue.

d. Revisions can be made in both the desired number of Equity Shares and the Bid Amount by using the Revision Form. Apart from mentioning the revised options in the Revision Form, the Bidder must also mention the details of all the options in his or her Bid-cum-Application Form or earlier Revision Form. For example, if a Bidder has Bid for three options in the Bid-cum-Application Form and such Bidder is changing only one of the options in the Revision Form, he must still fill the details of the other two options that are not being revised, in the Revision Form. The Syndicate / Non-Syndicate Registered Broker and the Designated Branches of the SCSBs will not accept incomplete or inaccurate Revision Forms.

e. The Bidder can make this revision any number of times during the Bid/Issue Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same member of the Syndicate / Non-Syndicate Registered Broker or the SCSB through whom such Bidder had placed the original Bid. Bidders are advised to retain copies of the blank Revision Form and the revised Bid must be made only in such Revision Form or copies thereof.

f. In case of an upward revision in the Price Band announced as above, Retail Individual Bidders who had Bid at Cut-off Price could either (i) revise their Bid or (ii) shall make additional payment based on the cap of the revised Price Band (such that the total amount i.e., original Bid Amount plus additional payment does not exceed ₹0.2 million if the Bidder wants to continue to Bid at Cut-off Price), with the Syndicate to whom the original Bid was submitted. In case the total amount (i.e., original Bid Amount plus additional payment) exceeds ₹0.2 million, the Bid will be considered for allocation under the Non-Institutional Portion in terms of this Red Herring Prospectus. If, however, the Bidder does not either revise the Bid or make additional payment and the Issue Price is higher than the cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, such that no additional payment would be required from the Bidder and the Bidder is deemed to have approved such revised Bid at Cut-off Price.

g. In case of a downward revision in the Price Band, announced as above, Retail Individual Bidders, who have Bid at Cut-off Price could either revise their Bid or the excess amount paid at the time of bidding would be refunded from the Escrow Account.

h. Our Company, in consultation with the BRLM, shall decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of `10,000 to `15,000.

i. Any revision of the Bid shall be accompanied by payment in the form of cheque or demand draft for the incremental amount, if any, to be paid on account of the upward revision of the Bid. With respect to the ASBA Bids, if revision of the Bids results in an incremental amount, the relevant SCSB shall block the additional Bid Amount. In such cases, the Syndicate will revise the earlier Bids details with the revised Bid and provide the cheque or demand draft number of the new payment instrument in the electronic book. The Registrar will reconcile the Bid data and consider the revised Bid data for preparing the Basis of Allotment.

j. When a Bidder revises his or her Bid, he or she shall surrender the earlier TRS and may get a revised TRS from the Syndicate or the SCSB, as applicable. It is the responsibility of the Bidder to request for and obtain the revised TRS, which will act as proof of his or her having revised the previous Bid.

Price Discovery and Allocation

After the Bid/Issue Closing Date, the BRLM will analyze the demand generated at various price levels and discuss pricing strategy with us.

Our Company, in consultation with the BRLM shall finalize the Issue Price, the number of Equity Shares to be allotted in each category of Bidders.

Not less than 75% of the Issue shall be available for allocation to Qualified Institutional Buyers on a proportionate basis (of which 5% shall be allocated for Mutual Funds). 5% of the QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all QIBs, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not more than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not more than 10% of the Issue shall be available for allocation to Retail Individual Bidders, subject to valid bids being received at or above the Issue Price such that allotment to each Retail Individual Bidder shall not be less than the minimum bid lot, subject to availability of shares in Retail Individual Bidder's category, and the remaining available shares, if any, shall be allotted on a proportionate basis.

Under subscription, if any, in any category, except the QIB category, would be allowed to be met with spill over from any of the other categories at the discretion of our Company and the BRLM. However, if the aggregate demand by Mutual Funds is less than [●] Equity Shares, the balance Equity Shares from the portion specifically available for allocation to Mutual Funds in the QIB Portion will first be added to the QIB Portion and be allocated proportionately to the QIB Bidders in proportion to their Bids.

Allocation to NRIs, FIIs, QFIs, Foreign Venture Capital Funds registered with SEBI applying on repatriation basis will be subject to the terms and conditions stipulated by the FIPB and RBI while granting permission for Issue/Allocation of Equity Shares to them.

QIBs and Non-Institutional Bidders are not allowed to withdraw their Bid or lower the size of the Bids at any stage of the Issue.

Our Company, in consultation with the BRLM, reserves the right to cancel the Issue any time after the Bid/Issue Opening Date but before allocation, without assigning reasons whatsoever.

The allotment details shall be uploaded on the website of the Registrar to the Issue.

Signing of the Underwriting Agreement and the RoC Filing

a. Our Company, the BRLM and the Syndicate Members shall enter into an Underwriting Agreement on or immediately after the finalisation of the Issue Price.

b. After signing the Underwriting Agreement, Our Company will update and file the updated Red Herring Prospectus with the RoC in accordance with the applicable law, which then would be termed as the "Prospectus". The Prospectus will contain details of the Issue Price, Issue size, underwriting arrangements and will be complete in all material respects.

Pre-Issue Advertisement

Subject to Section 66 of the Companies Act, Our Company shall, after registering the Red Herring Prospectus with the RoC, publish a pre-Issue advertisement, in the form prescribed by the SEBI ICDR Regulations, in one English language national daily newspaper, one Hindi language national daily newspaper and one Kannada language daily newspaper, each with wide circulation.

Advertisement regarding Issue Price and Prospectus

Our Company will issue a statutory advertisement after the filing of the Prospectus with the RoC. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price. Any material updates between the date of the Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Issuance of Confirmation of Allotment Note (CAN)

a. Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall send to the Syndicate a list of the Bidders who have been Allotted Equity Shares in the Issue.

b. The Registrar will then dispatch a CAN to the Bidders who have been Allotted Equity Shares in the Issue subject however to the realisation of his or her cheque or demand draft paid into the escrow account. The dispatch of a CAN shall be deemed a valid, binding and irrevocable contract for the Bidder for all the Equity Shares allocated to such Bidder.

Notice to Anchor Investors: Allotment Reconciliation and Intimation

A physical book will be prepared by the Registrar on the basis of the Bid cum Application Forms received from Anchor Investors. Based on the physical book and at the discretion of our Company, in consultation with the BRLMs, selected Anchor Investors will be sent an Anchor Investor Allocation Notice and if required, a revised Anchor Investor Allocation Notice. All Anchor Investors will be sent an Anchor Investor Allocation Notice post the Anchor Investor Bidding Period and in the event that the Issue Price is higher than the Anchor Investor Allocation Price, the Anchor Investors will be sent a revised Anchor Investor Allocation Notice within one day of the Pricing Date indicating the number of Equity Shares allocated to such Anchor Investor and the Pay-in Date for payment of the balance amount. Anchor Investors should note that they shall be required to pay any additional amounts, being the difference between the Issue Price and the Anchor Investor Allocation Price, as indicated in the revised Anchor Investor Allocation Notice within the Pay-in Date referred to in the revised Anchor Investor Allocation Notice. The revised Anchor Investor Allocation Notice will constitute a valid, binding and irrevocable contract (subject to the issue of Allotment Advice) for the Anchor Investor to pay the difference between the Issue Price and the Anchor Investor Allocation Price and accordingly, the Allotment Advice will be issued to such Anchor Investors. In the event the Issue Price is lower than the Anchor Investor Allocation Price, the Anchor Investors who have been Allotted Equity Shares will directly receive Allotment Advice. The Allotment Advice shall be deemed a valid, binding and irrevocable contract for the Allotment of Equity Shares to such Anchor Investors.

The final allocation is subject to the physical application being valid in all respect along with receipt of stipulated documents, the Issue Price being finalised at a price not higher than the Anchor Investor Issue Price and Allotment by the Board of Directors or any committee thereof.

Unblocking of ASBA Account

Once the Basis of Allotment is approved by the Designated Stock Exchange, the Registrar to the Issue shall provide the following details to the Controlling Branches of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account designated for this purpose, within the timelines specified in the ASBA facility: (i) the number of Equity Shares to be Allotted against each valid Bid by an ASBA Bidder; (ii) the amount to be transferred from the relevant bank account to the Public Issue Account, for each valid Bid by an ASBA Bidder; (iii) the date by which funds referred to in above shall be transferred to the Public Issue Account; and (iv) details of rejected Bids by ASBA Bidders, if any, along with reasons for rejection and details of withdrawn and/or unsuccessful Bids by ASBA Bidders, if any, to enable SCSBs to unblock the respective bank accounts. On the basis of instructions from the Registrar to the Issue, the SCSBs shall transfer the requisite amount against each successful ASBA Bidder to the Public Issue Account and shall unblock the excess amount, if any, in the ASBA Account. In case of withdrawal/failure of the Issue, the blocked amount shall be unblocked on receipt of such information from the Registrar to the Issue.

Designated Date and Allotment of Equity Shares

a. Our Company will ensure that (i) the Allotment of Equity Shares; and (ii) credit to the successful Bidder‘s depositary account will be completed within 10 Working Days of the Bid/Issue Closing Date.

b. In accordance with the SEBI ICDR Regulations, Equity Shares will be issued and Allotment shall be made only in the dematerialised form to the Allottees.

c. Allottees will have the option to re-materialise the Equity Shares so allotted as per the provisions of the Companies Act and the Depositories Act.

Investors are advised to instruct their Depository Participant to accept the Equity Shares that may be allocated/ allotted to them pursuant to this Issue.

GENERAL INSTRUCTIONS

Do's:

a. Check if you are eligible to apply in terms of the Red Herring Prospectus and under applicable law;

b. Ensure that you have Bid within the Price Band;

c. Read all the instructions carefully and complete the Bid-cum-Application Form;

d. Ensure that the details about the Depository Participant, PAN and the beneficiary account are correct as Allotment of Equity Shares will be in the dematerialised form only;

e. Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of a member of the Syndicate or Non-Syndicate Registered Broker or with respect to ASBA Bidders, ensure that your Bid is submitted either at a Designated Branch of the SCSB or to the Syndicate Member(s)/sub-syndicate members at the Syndicate ASBA Centres or Non-Syndicate Registered Broker and bears the stamp of the Syndicate or Non-Syndicate Registered Broker or SCSB, as the case may be.;

f. With respect to ASBA Bids ensure that the Bid-cum-Application Form is signed by the account holder in case the applicant is not the account holder. Ensure that you have mentioned the correct bank account number in the Bid-cum-Application Form;

g. Ensure that you request for and receive a TRS for all your Bid options;

h. In case of Bids submitted through ASBA process, ensure that you have funds equal to the Bid Amount in your bank account maintained with the SCSB before submitting the ASBA Form to the respective Designated Branch of the SCSBs or the Syndicate members;

i. In case of Non-ASBA Bids, ensure that the full Bid Amount is paid for the Bids submitted to the Syndicate or Non-Syndicate Registered Broker and in case of Bids under the ASBA process funds equivalent to the Bid Amount are blocked in case of any Bids submitted through the SCSBs.

j. In case of Bids submitted through the ASBA process, instruct the relevant SCSBs not to release the funds blocked in the ASBA Account in respect of the relevant Bid Amounts until receipt of instructions from the Registrar to the Issue to unblock the Bid Amount, based on finalization of the Basis of Allotment;

k. Submit revised Bids to the same member of the Syndicate through whom the original Bid was placed and obtain a revised TRS;

l. Except for Bids submitted on behalf of the Central Government or the State Government and officials appointed by a court and subject to the SEBI circular dated April 3, 2008 from the residents of the state of Sikkim, all Bidders should mention their PAN allotted under the IT Act. Bid Cum-Application Form in which the PAN is not provided will be rejected. The exemption for the Central or 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;

m. Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects;

n. Ensure that the name(s) given in the Bid-cum-Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant.

All QIB Bidders and Non-Institutional Bidders shall apply only through the ASBA process.

Don’ts:

a. Do not Bid if you are prohibited from buying, selling or dealing in shares, directly or indirectly, by SEBI or any other regulatory authority;

b. Do not Bid if you are not eligible to acquire Equity Shares under applicable law or your relevant constitutional documents or otherwise, or if you are not competent to contract under the Indian Contract Act, 1872, as amended;

c. Do not Bid if you are a US resident;

d. Do not bid after the time prescribed as per the Bid cum Application Form, Pre-issue advertisement and the Red Herring Prospectus and if the Bid is not as per the instructions in the Red Herring Prospectus and the Bid cum Application Forms;

e. Do not submit your Bids on plain paper;

f. Do not forget to tick the Bidder category on the Bid cum Application Form;

g. In case of ASBA Bids, do not forget to tick the authorization to the SCSB to block funds in the ASBA Account;

h. Do not Bid for lower than the minimum Bid size;

i. Do not Bid/ revise Bid Amount to less than the Floor Price or higher than the Cap Price;

j. Do not Bid on another Bid-cum-Application Form after you have submitted a Bid to the Syndicate or the SCSBs, as applicable;

k. Do not pay the Bid Amount in cash, by money order or by postal order or by stockinvest;

l. Do not send Bid-cum-Application Forms by post; instead submit the same to a member of the Syndicate or the SCSBs only;

m. Do not Bid at Cut-off Price (for QIB Bidders and Non-Institutional Bidders, for Bid Amount in excess of ₹200,000);

n. Do not Bid for a Bid Amount exceeding ₹200,000 (for Bids by Retail Individual Bidders);

o. With respect to ASBA Bids, do not bid if there are inadequate funds in the ASBA Account for enabling the SCSB to block the Bid Amount specified in the Bid cum Application Form;

p. Do not Bid under power of attorney or if you are a limited company, corporate, trust, etc., unless the Bid is supported with relevant documents;

q. Do not forget to mention the sole or first Bidder’s PAN (except for Bids on behalf of the Central or State Government, residents of Sikkim and officials appointed by the courts), DP ID and BAN in the Bid-cum-Application Form;

r. Do not fill up the Bid-cum-Application Form such that the Equity Shares Bid for exceeds the Issue Size and/ or investment limit or maximum number of Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations;

s. Do not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground;

t. Do not submit the Bids without the full Bid Amount.

u. Do not submit more than five Bid-cum-Application Forms per ASBA Account;

v. Under the ASBA, payment of Bid Amount in any mode other than through blocking of Bid Amounts in the ASBA Accounts shall not be accepted;

w. Do not submit the Bid-cum-Application Form with a member of the Syndicate at a location other than the Syndicate ASBA Bidding Centres; and

x. Do not submit ASBA Bids to a member of the Syndicate at the Syndicate ASBA Bidding Location unless the SCSB where the ASBA Account is maintained as specified in the Bid-cum-Application Form, has named at-least one branch, as displayed on the SEBI website (www.sebi.gov.in/pmd/scsb-asba.html) in the relevant.

INSTRUCTIONS FOR COMPLETING THE BID-CUM-APPLICATION FORM

1. Bids must be completed in full, in BLOCK LETTERS, in English and in accordance with the instructions contained herein. In the Bid-cum-Application Form or in the Revision Form, Bidders must provide details of valid and active DP ID, BAN and PAN clearly and without error. Invalid accounts/ suspended accounts or where such account is classified as invalid or suspended may not be considered for allotment. Incomplete or incorrect Bid-cum-Application Forms or Revision Forms are liable to be rejected. Bidders should note that our Company, the Syndicate or Non-Syndicate Registered Broker and / or the SCSBs, as appropriate, will not be liable for errors in data entry due to incomplete or illegible Bid-cum-Application Forms or Revision Forms.

2. Information provided by the Bidders will be uploaded in the online IPO system by the Syndicate or Non-Syndicate Registered Broker and the SCSBs, as the case may be, and the electronic data will be used to make allocation/ Allotment. The Bidders should ensure that the details are correct and legible.

3. For Retail Individual Bidders, the Bid must be for a minimum of [●] Equity Shares and in multiples of [●] thereafter subject to a maximum Bid Amount of ₹200,000.

4. For Non-Institutional Bidders and QIB Bidders, Bids must be for a minimum of such number of Equity Shares that the Bid Amount exceeds ₹200,000 and in multiples of [●] Equity Shares thereafter. Bids cannot be made for more than the Issue size. Bidders are advised to ensure that a single Bid from them should not exceed the investment limits or maximum number of Equity Shares that can be held by them under the applicable laws or regulations.

5. Bids must be in single name or in joint names (not more than three, and in the same order as their Depository Participant details).

6. Thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

7. If the ASBA Account holder is different from the ASBA Bidder, the Bid cum Application Form should also be signed by the account holder as provided in the Bid cum Application Form.

8. For ASBA Bidders, the Bids in physical mode should be submitted to the SCSBs or to the member of the Syndicate on the prescribed Bid-cum-Application Form or the Non-Syndicate Registered Brokers. SCSBs may provide the electronic mode of Bidding either through an internet enabled Bidding and banking facility or such other secured, electronically enabled mechanism for Bidding and blocking funds in the ASBA Account. The member of the Syndicate or the Non-Syndicate Registered Brokers will upload the Bid in electronic book and forward it to concerned SCSB for blocking the Bid Amount.

Bidder's PAN, Depository Account and Bank Account Details

Bidders should note that on the basis of PAN of the Bidders, DP ID and beneficiary account number provided by them in the Bid-cum-Application Form, the Registrar will obtain from the Depository the Demographic

Details including address, Bidders bank account details, MICR code and occupation (**Demographic Details**). These bank account details would be used for giving refunds (including through physical refund warrants, direct credit, NECS, NEFT) or unblocking of ASBA Account. It is mandatory to provide the bank account details in the space provided in the Bid-cum-Application Form and Bid-cum-Application Form that do not contain such details are liable to be rejected. Hence, Bidders are advised to immediately update their bank account details as appearing on the records of the Depository Participant. Please note that failure to do so could result in delays in despatch/ credit of refunds to Bidders or unblocking of ASBA Account at the Bidders sole risk and neither the BRLM or the Registrar or the Escrow Collection Banks or the SCSBs nor Our Company shall have any responsibility and undertake any liability for the same. Hence, Bidders should carefully fill in their Depository Account details in the Bid-cum-Application Form.

IT IS MANDATORY FOR ALL THE BIDDERS TO GET THEIR EQUITY SHARES IN DEMATERIALISED FORM. ALL BIDDERS SHOULD MENTION THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER AND BENEFICIARY ACCOUNT NUMBER IN THE BID-CUM-APPLICATION FORM. INVESTORS MUST ENSURE THAT THE NAME GIVEN IN THE BID-CUM-APPLICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEPOSITORY ACCOUNT IS HELD.

Bidders may note that in case the DP ID, beneficiary account number and PAN mentioned in the Bid-cum-Application Form, as the case may be and entered into the electronic Bidding system of the stock exchanges by the members of the Syndicate or Non-Syndicate Registered Broker or the SCSBs, as the case may be, do not match with the DP ID, beneficiary account number and PAN available in the Depository database or in case PAN is not available in the Depository database, the Bid-cum-Application may be is liable to be rejected and our Company and the members of the Syndicate or Non-Syndicate Registered Broker shall not be liable for losses, if any.

These Demographic Details would be used for all correspondence with the Bidders including mailing of the CANs/allocation advice and printing of bank particulars on the refund orders or for refunds through electronic transfer of funds, as applicable. The Demographic Details given by Bidders in the Bid-cum-Application Form would not be used for any other purpose by the Registrar.

By signing the Bid-cum-Application Form, the Bidder would be deemed to have authorised the Depositories to provide, upon request, to the Registrar, the required Demographic Details as available on its records.

Refund orders/ CANs would be mailed at the address of the Bidder as per the Demographic Details received from the Depositories. Bidders may note that delivery of refund orders/ CANs may get delayed if the same once sent to the address obtained from the Depositories are returned undelivered. In such an event, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid-cum-Application Form would be used only to ensure dispatch of refund orders. Please note that any such delay shall be at such Bidder's sole risk and neither our Company, the Escrow Collection Banks, Registrar, the BRLM shall be liable to compensate the Bidder for any losses caused to the Bidder due to any such delay or liable to pay any interest for such delay.

In case no corresponding record is available with the Depositories, which matches the three parameters, namely, PAN of the sole/first Bidder, the DP ID and the beneficiary's identity, then such Bids are liable to be rejected.

Bids by Non-Residents including Eligible NRIs, FIIs, QFIs and Foreign Venture Capital Funds on a repatriation basis

Bids and revision to Bids must be:

On the Bid-cum-Application Form or the Revision Form, as applicable ([●] in colour), and completed in full in BLOCK LETTERS in ENGLISH in accordance with the instructions contained in the Red Herring Prospectus, in the Bid cum Application Form or in the Revision Form. Incomplete Bid cum Application Forms or Revision are liable to be rejected.

Bids by QIBs bidding in the QIB Portion and Non- Institutional Bidders must be for a minimum of such number of Equity Shares that the Bid Amount exceeds ₹[●] and in multiples of [●] Equity Shares thereafter. Bids cannot be made for more than the size of this Issue, subject to applicable investment limits under laws or regulations to the Bidders. QIBs and Non-Institutional Investors cannot withdraw their Bids or lower the size of their Bids at any stage of the Issue.

Bids must be made in a single name or joint names (not more than three and in the same order as their Depositary Participant Details).

Bids on a repatriation basis shall be in the names of individuals, or in the name of FIIs but not in the names of minors, OCBs, firms or partnerships, foreign nationals (excluding NRIs) or their nominees.

Bids by Eligible NRIs for a Bid Amount of up to ₹0.2 million would be considered under the Retail Portion for the purposes of allocation and Bids for a Bid Amount of more than ₹0.2 million would be considered under Non- Institutional Portion for the purposes of allocation.

Refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. In case of Bidders who remit money through Indian Rupee drafts purchased abroad, such payments in Indian Rupees will be converted into US Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be dispatched by registered post or if the Bidders so desire, will be credited to their NRE accounts, details of which should be furnished in the space provided for this purpose in the Bid-cum-Application Form. Our Company will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

There is no reservation for Eligible NRIs, FIIs and QFIs and all Bidders will be treated on the same basis with other categories for the purpose of allocation.

PAYMENT INSTRUCTIONS

Escrow Mechanism for Bidders other than ASBA Bidders

Our Company, the Syndicate shall open Escrow Account(s) with one or more Escrow Collection Bank(s) in whose favour the Retail Individual Bidders shall make out the cheque or demand draft in respect of his or her Bid and/or revision of the Bid. Cheques or demand drafts received for the full Bid Amount from Bidders would be deposited in the Escrow Account.

The Escrow Collection Banks will act in terms of the Red Herring Prospectus and the Escrow Agreement. The Escrow Collection Banks for and on behalf of the Retail Individual Bidders shall maintain the monies in the Escrow Account until the Designated Date. The Escrow Collection Banks shall not exercise any lien whatsoever over the monies deposited therein and shall hold the monies therein in trust for the Retail Individual Bidders. On the Designated Date, the Escrow Collection Banks shall transfer the funds represented by allocation of Equity Shares from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Issue Account with the Bankers to the Issue. The balance amount after transfer to the Public Issue Account shall be transferred to the Refund Account. Payments of refund to the Bidders shall also be made from the Refund Account as per the terms of the Escrow Agreement and the Red Herring Prospectus.

The Bidders should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between our Company, the Syndicate, the Escrow Collection Banks and the Registrar to facilitate collections from the Bidders.

Under the terms of the escrow mechanism for this Issue, the Escrow Collection Banks would sweep the monies lying to the credit of the Escrow Accounts at the end of each day into a term deposit, or as may otherwise be permitted under applicable law, operated by the Escrow Collection Banks, at an interest rate as may be mutually agreed among the Escrow Collection Banks, in consultation with our Company.

The procedures relating to the creation of such deposits and payment of interest monies, if any, thereon shall be set forth in the Escrow Agreement. The Bidders expressly agree that they shall not be entitled for any interest monies, if any, from such deposits.

Payment mechanism for ASBA Bidders

For ASBA Bids submitted to the Syndicate/Sub Syndicate at the Syndicate Bidding Centres or to the Non Syndicate Registered Brokers at the Non Syndicate Brokers Centres, the Syndicate/Sub Syndicate or the Non Syndicate Registered Broker, as the case may be, shall upload the ASBA Bid onto the electronic bidding system of the Stock Exchanges and deposit the Bid cum Application Form with the relevant branch of the SCSB at the

Syndicate Bidding Centres or the Non Syndicate Broker Centres, authorized to accept such Bid cum Application Forms relating to ASBA Bids from the Syndicate or the Non Syndicate Registered Broker (a list of such branches is available at http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries). The relevant branch of the SCSB shall perform verification procedures and block an amount in the ASBA Account equal to the Bid Amount specified in the Bid cum Application Form.

For ASBA Bids submitted directly to the SCSBs, the relevant SCSB shall block an amount in the ASBA Account equal to the Bid Amount specified in the Bid cum Application Form, before entering the ASBA Bid into the electronic bidding system. SCSBs may provide the electronic mode of bidding either through an internet enabled bidding and banking facility or such other secured, electronically enabled mechanism for bidding and blocking funds in the ASBA Account.

ASBA Bidders should ensure that sufficient funds are available in the ASBA Account before submitting the Bid cum Application Form to the Syndicate/Sub Syndicate at the Syndicate Bidding Centres, the respective Designated Branch or the Non Syndicate Registered Brokers at the Non Syndicate Broker Centres. An ASBA Bid where the corresponding ASBA Account does not have sufficient funds equal to the Bid Amount at the time of blocking the ASBA Account will be rejected.

In the event of withdrawal or rejection of the Bid cum Application Form or for unsuccessful Bid cum Application Forms, the Registrar to the Issue shall give instructions to the SCSB to unblock the application money in the relevant bank account within 12 Working Days of the Bid Closing Date. The Bid Amount shall remain blocked in the ASBA Account until transfer of the Bid Amount to the Public Issue Account, or until withdrawal/failure of the Issue or until rejection of the ASBA Bid, as the case may be.

Payment into Escrow Account for Bidders other than ASBA Bidders

Please note that payment into Escrow Account is applicable only to Retail Individual Bidders Bidding through Bid cum Application Form and Anchor Investors.

Each Retail Individual Bidder shall draw a cheque or demand draft or remit the funds electronically through the NEFT/RTGS mechanism for the amount payable on the Bid and/or on allocation/Allotment as per the following terms:

All Retail Individual Bidders would be required to pay the full Bid Amount at the time of the submission of the Bid-cum-Application Form.

The Retail Individual Bidders shall, with the submission of the Bid-cum-Application Form, draw a payment instrument for the Bid Amount in favour of the Escrow Account and submit the same to the Syndicate. If the payment is not made favouring the Escrow Account along with the Bid-cum-Application Form, the Bid of the Bidder shall be rejected.

The payment instruments for payment into the Escrow Account should be drawn in favour of:

(a) In case of Resident Retail: "[●]"
(b) In case of Non-Resident Retail "[●]"
(c) In case of resident Anchor Investor: "[●] "
(d) In case of Non-Resident Anchor Investor: "[●]"

In case of Bids by NRIs applying on repatriation basis, the payments must be made through Indian Rupee drafts purchased abroad or cheques or bank drafts, for the amount payable on application remitted through normal banking channels or out of funds held in NRE Accounts or Foreign Currency Non-Resident (FCNR) Accounts, maintained with banks authorised to deal in foreign exchange in India, along with documentary evidence in support of the remittance. Payment will not be accepted out of NRO Account of Non-Resident Bidder bidding on a repatriation basis. Payment by drafts should be accompanied by bank certificate confirming that the draft has been issued by debiting to NRE Account or FCNR Account.

In case of Bids by NRIs applying on non-repatriation basis, the payments must be made through Indian Rupee Drafts purchased abroad or cheques or bank drafts, for the amount payable on application remitted through normal banking channels or out of funds held in NRE Accounts or FCNR Accounts, maintained with banks authorised to deal in foreign exchange in India, along with documentary evidence in support of the remittance or out of a NRO Account of a Non-Resident Bidder bidding on a non-repatriation basis. Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting an NRE or FCNR or NRO Account.

The monies deposited in the Escrow Account will be held for the benefit of the Bidders (other than ASBA Bidders) till the Designated Date.

On the Designated Date, the Escrow Collection Banks shall transfer the funds from the Escrow Account as per the terms of the Escrow Agreement into the Public Issue Account with the Bankers to the Issue.

Within 10 Working Days from the Bid/Issue Closing Date, the Refund Bank shall also refund all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also the excess amount paid on bidding, if any, after adjusting for allocation/Allotment to such Bidders.

Payments should be made by cheque, or a demand draft drawn on any bank (including a co-operative bank), which is situated at, and is a member of or sub-member of the bankers clearing house located at the centre where the Bid-cum-Application Form is submitted. Outstation cheques/bank drafts drawn on banks not participating in the clearing process will not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected. Cash/ stockinvest/money orders/postal orders will not be accepted.

Payments made through cheques without the Magnetic Ink Character Recognition (**MICR**) code will be rejected.

Bidders are advised to provide the number of the Bid-cum-Application Form on the reverse of the cheque or bank draft to avoid misuse of instruments submitted with the Bid-cum-Application Form.

Payment by cash/ stockinvest/ money order

Payment through cash/ stockinvest/ money order shall not be accepted in this Issue.

Submission of Bid cum Application Form

All Bid cum Application Forms or Revision Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the Syndicate/Sub Syndicate or the Non Syndicate Registered Brokers at the time of submission of the Bid. With regard to submission of Bid cum Application Forms, please refer to the sub section titled '*Issue Procedure*' at page 292 of this Draft Red Herring Prospectus.

It is not obligatory for the Non Syndicate Registered Brokers to accept the Bid cum Application Forms. However, upon acceptance of a Bid cum Application Form, it is the responsibility of the Non Syndicate Registered Brokers to comply with the obligations set out in SEBI circular No. CIR/CFD/14/2012 dated October 4, 2012, including in relation to uploading the Bids on the electronic bidding system of the Stock Exchanges, depositing the cheque and sending the updated electronic schedule to the relevant branch of the Escrow Collection Bank (in case of Bids by Bidders other than ASBA Bidders) and forwarding the schedule along with the Bid cum Application Form to the relevant branch of the SCSB (in case of Bids by ASBA Bidders), and are liable for any failure in this regard.

Kindly note that the Syndicate/Sub Syndicate or the Non Syndicate Registered Broker at the Syndicate Bidding Centres or the Non Syndicate Brokers Centres, as applicable, may not accept the Bid if there is no branch of the Escrow Collection Banks at that location.

No separate receipts shall be issued for the money payable on the submission of Bid cum Application Form or Revision Form. However, the collection centre of the Syndicate/Sub Syndicate and the Non Syndicate Broker Centre of the Non Syndicate Registered Brokers will acknowledge the receipt of the Bid cum Application Forms or Revision Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid cum Application Form for the records of the Bidder. In case of ASBA Bids, an acknowledgement from the Designated Branch, concerned Syndicate/Sub Syndicate or the relevant Non Syndicate Registered Broker, as the case may be, for submission of the Bid cum Application Form may be provided.

OTHER INSTRUCTIONS

Joint Bids in the case of Individuals

Bids may be made in single or joint names (not more than three). In the case of joint Bids, all payments will be made out in favour of the Bidder whose name appears first in the Bid-cum-Application Form or Revision Form. All communications will be addressed to the first Bidder and will be dispatched to his or her address as per the Demographic Details received from the Depository. The first Bidder would have deemed to have signed on behalf of joint holders and would give requisite confirmation(s) on behalf of joint Bidders as provided in the Bid cum Application Form. The first Bidder shall be liable for all the obligations arising in relation to the Issue.

Multiple Bids

A Bidder should submit only one Bid (and not more than one) for the total number of Equity Shares required. Two or more Bids will be deemed to be multiple Bids if the sole or first Bidder is one and the same. In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

In case of ASBA Bidders, after submitting a Bid cum Application Form either in physical or electronic mode, where an ASBA Bid is submitted to the Designated Branches of SCSBs or with the Syndicate at a Syndicate Bidding Centres or to the Non Syndicate Registered Broker at the Non Syndicate Broker Centres and uploaded with the Stock Exchanges, an ASBA Bidder cannot Bid, either in physical or electronic mode, on another Bid cum Application Form. Submission of a second Bid cum Application Form to either the same or to another Designated Branch of the SCSB, any Syndicate/Sub Syndicate or a Non Syndicate Registered Broker, will be treated as multiple Bids and will be liable to be rejected either before entering the Bid into the electronic Bidding system, or at any point of time prior to the allocation or Allotment of Equity Shares in the Issue. Duplicate copies of the Bid cum Application Forms available on the website of the Stock Exchanges bearing the same application number will be treated as multiple Bids and are liable to be rejected. More than one ASBA Bidder may Bid for Equity Shares using the same ASBA Account, provided that the SCSBs will not accept a total of more than five Bid cum Application Forms from such ASBA Bidders with respect to any single ASBA Account. However, an ASBA Bidder may revise the Bid through the Revision Form. Please note that, upon submission of the Bid, ASBA Bidders who are Non-Institutional Bidders and QIB Bidders are not permitted to withdraw or lower the size of their Bids (both in terms of number of Equity Shares Bid for and Bid Amount) at any stage.

In this regard, the procedures which would be followed by the Registrar to detect multiple Bids are given below:

1. All Bids will be checked for common PAN and will be accumulated and taken to a separate process file which would serve as a multiple master.

2. In this master, a check will be carried out for the same PAN. In cases where the PAN is different, the same will be deleted from this master.

3. The Registrar will obtain, from the depositories, details of the applicant‘s address based on the DP ID and Beneficiary Account Number provided in the Bid data and create an address master.

4. The addresses of all the applications in the multiple master will be strung from the address master. This involves putting the addresses in a single line after deleting non-alpha and non-numeric characters i.e. commas, full stops, hash etc. Sometimes, the name, the first line of address and pin code will be converted into a string for each application received and a photo match will be carried out amongst all the applications processed. A print-out of the addresses will be taken to check for common names. The Bids with same name and same address will be treated as multiple Bids.

5. The Bids will be scrutinised for DP ID and Beneficiary Account Numbers. In case applications bear the same DP ID and Beneficiary Account Numbers, these will be treated as multiple applications.

Permanent Account Number or PAN

The Bidders, or in the case of a Bid in joint names, each of the Bidders, should mention his/ her PAN allotted under the I.T. Act. In accordance with the SEBI ICDR Regulations, the PAN would be the sole identification number for participants transacting in the securities market, irrespective of the amount of transaction. Any Bid-cum-Application Form without the PAN is liable to be rejected. It is to be specifically noted that Bidders should not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground. Bids by or on behalf of the Central or State Government and the officials appointed by the courts and by investors residing in the State of Sikkim are exempted from mentioning his/ her PAN.

However, the exemption for the Central or State Government and the officials appointed by the courts and for investors residing in the State of Sikkim is subject to the Depository Participants' verifying the veracity of such claims of the investors by collecting sufficient documentary evidence in support of their claims. At the time of ascertaining the validity of these Bids, the Registrar will check under the Depository records for the appropriate description under the PAN field, i.e. either Sikkim category or exempt category.

Withdrawal of ASBA Bids

QIBs and Non-Institutional Bidders cannot withdraw or lower the size of their Bids (both in terms of number of Equity Shares Bid for and Bid Amount) at any stage.

Retail Individual ASBA Bidders can withdraw their ASBA Bids during the Offer Period by submitting a request for the same to the member of the Syndicate or Non Syndicate Registered Broker or the Designated Branch, as the case may be, through whom the ASBA Bid had been placed. In case of ASBA Bids submitted to the members of the Syndicate at the Syndicate ASBA Bidding Centres, upon receipt of the request for withdrawal from the ASBA Bidder, the relevant Syndicate Member or Non Syndicate Registered Broker shall do the requisite, including deletion of details of the withdrawn Bid-cum-Application Form from the electronic Bidding system of the Stock Exchanges and forwarding instructions to the relevant branch of the SCSB for unblocking of the funds in the ASBA Account. In case of ASBA Bids submitted to the Designated Branch, upon receipt of the request for withdrawal from the ASBA Bidder, the relevant Designated Branch shall do the requisite, including deletion of details of the withdrawn Bid-cum-Application Form from the electronic Bidding system of the Stock Exchanges and unblocking of the funds in the ASBA Account directly.

In case an ASBA Bidder wishes to withdraw the Bid after the Offer Closing Date, the same can be done by submitting a withdrawal request to the Registrar prior to the finalisation of Allotment. The Registrar shall delete the withdrawn Bid from the Bid file and give instruction to the SCSB for unblocking the ASBA Account after approval of the 'Basis of Allotment'. QIBs and Non Institutional Investors cannot withdraw their Bids at any stage of the Issue.

Withdrawal of Non-ASBA Bid

In case a Retail Individual Bidder, wishes to withdraw the Bid after the Bid Closing Date, the same can be done by submitting a withdrawal request to the Registrar to the Issue prior to the finalization of Allotment. The Registrar to the Issue shall accordingly clearly identify the related Application through a flag on the Bid file and dispatch the refund order for the amounts payable to such Bidders.

REJECTION OF BIDS

In case of QIBs, other than Anchor Investors, BRLMs may reject Bids at the time of acceptance of the Bid cum Application Form provided that the reasons for such rejection shall be disclosed to such Bidder in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, our Company has the right to reject Bids based on technical grounds only. Consequent refunds shall be made through any of the modes described in this Draft Red Herring Prospectus and will be sent to the Bidder's address, where applicable, at the sole/First Bidder's risk. In relation to all ASBA Bidders, SCSBs shall have no right to reject Bids, except on technical grounds or in the event that if at the time of blocking the Bid Amount in the ASBA Account, the SCSB ascertains that sufficient funds are not available in the Bidder's ASBA Account. Further, in case any DP ID, Client ID or PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Syndicate/Sub Syndicate, the SCSBs or the Non Syndicate Registered Brokers, as the case may be, does not match with one available in the depository's database, such ASBA Bid shall be rejected by the Registrar to the Issue. Subsequent to the acceptance of a Bid by way of ASBA by the SCSB, our Company would have a right to reject such Bids by way of ASBA only on technical grounds.

Grounds for Technical Rejections

Bidders are advised to note that Bids are liable to be rejected inter alia on the following technical grounds:

a. Amount paid does not tally with the amount payable for the highest value of Equity Shares Bid for. With respect to ASBA Bids, the amounts mentioned in the ASBA Form does not tally with the amount payable for the value of the Equity Shares Bid for;

b. Bids submitted by Retail Individual Bidders through the non-ASBA process, wherein the payment amount received exceeds ₹200,000 upon revision of Bids;

c. In case of partnership firms, Equity Shares may be registered in the names of the individual partners and no firm as such shall be entitled to apply;

d. Bid by persons not competent to contract under the Indian Contract Act, 1872 including minors, insane persons not having valid depository accounts as per the demographic details provided by depositories;

e. PAN not mentioned in the Bid-cum-Application Form except for Bids by or on behalf of the Central or State Government and the officials appointed by the courts and by investors residing in the State of Sikkim provided such claims have been verified by the Depository Participants;

f. GIR number furnished instead of PAN;

g. Bids for lower number of Equity Shares than specified for that category of investors;

h. Bids at a price less than the Floor Price;

i. Bids at a price more than the Cap Price;

j. Bids at Cut-off Price by Non-Institutional and QIB Bidders;

k. Bids for number of Equity Shares which are not in multiples of [•];

l. Category not ticked;

m. Multiple Bids as defined in the Red Herring Prospectus;

n. In case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents are not submitted;

o. Bids accompanied by Stockinvest/money order/postal order/cash;

p. Bid-cum-Application Forms does not have the stamp of the BRLM or Syndicate Members or the SCSB;

q. Bid-cum-Application Forms does not have Bidder‘s depository account details;

r. Bid-cum-Application Forms are not delivered by the Bidders within the time prescribed as per the Bid-cum-Application Forms, Bid/Issue Opening Date advertisement and the Red Herring Prospectus and as per the instructions in the Red Herring Prospectus and the Bid-cum-Application Forms;

s. In case no corresponding record is available with the Depositories that matches three parameters namely, names of the Bidders (including the order of names of joint holders), the Depositary Participant‘s identity (DP ID) and the beneficiary‘s account number;

t. With respect to ASBA Bids, inadequate funds in the bank account to block the Bid Amount specified in the Bid-cum-Application Form at the time of blocking such Bid Amount in the bank account;

u. In case no corresponding record is available with the Depositories that matches the parameters, namely, DP ID, Client ID and PAN;

v. Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;

w. Bids where clear funds are not available in Escrow Accounts as per final certificate from the Escrow Collection Banks;

x. ASBA Bids for QIBs not intimated to the BRLM;

y. Bids by persons in the United States;

z. Bids by any person outside India if not in compliance with applicable foreign and Indian Laws;

aa. Bids by QIBs and Non-Institutional Bidders through the non-ASBA process;

bb. Bids not uploaded on the terminals of the Stock Exchanges;

cc. Bids by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority;

dd. ASBA Bids by SCSBs through ASBA Account maintained with itself;

ee. Application on plain paper;

ff. Bids by OCBs;

gg. Bids by Bidders whose demat accounts have been suspended for credit pursuant to the circular issued by SEBI on July 29, 2010 bearing number CIR/MRD/DP/22/2010;

hh. Submission of more than five Bid-cum-Application Forms per ASBA Account;

ii. Bids by Company's Directors, Key Managerial Personnel and employees involved in the decision making process for price fixation and their family members or any person acting on their behalf;

jj. Bids by QIBs uploaded after 4.00PM on the Bid/Issue Closing Date applicable to QIBs and Non-Institutional Buyers; and

kk. In case the DP I.D., client I.D. and PAN mentioned in the Bid-cum-Application Form and entered into the electronic Bidding system of the stock exchanges or the Syndicate/the SCSBS do not match with the DP I.D., client I.D. and PAN available in the records with the depositaries.

EQUITY SHARES IN DEMATERIALISED FORM WITH NSDL OR CDSL.

As per the provisions of Section 68B of the Companies Act, the Allotment of Equity Shares in this Issue shall be only in a de-materialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode).

In this context, two agreements have been signed among our Company, the respective Depositories and the Registrar:

Agreement dated July 27, 2012, between NSDL, Our Company and the Registrar;
Agreement dated June 26, 2013, between CDSL, Our Company and the Registrar.

All Bidders can seek Allotment only in dematerialised mode. Bids from any Bidder without relevant details of his or her depository account are liable to be rejected.

a. A Bidder applying for Equity Shares must have at least one beneficiary account with either of the Depository Participants of either NSDL or CDSL prior to making the Bid.

b. The Bidder must necessarily fill in the details (including the Beneficiary Account Number and Depository Participant‘s identification number) appearing in the Bid-cum-Application Form or Revision Form.

c. Allotment to a successful Bidder will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of the Bidder.

d. Names in the Bid-cum-Application Form or Revision Form should be identical to those appearing in the account details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.

e. If incomplete or incorrect details are given under the heading '*Bidders Depository Account Details*' in the Bid-cum-Application Form or Revision Form, it is liable to be rejected.

f. The Bidder is responsible for the correctness of his or her Demographic Details given in the Bid-cum-Application Form vis-à-vis those with his or her Depository Participant.

g. Equity Shares in electronic form can be traded only on the Stock Exchanges having electronic connectivity with NSDL and CDSL. All the Stock Exchanges where the Equity Shares are proposed to be listed have electronic connectivity with CDSL and NSDL.

h. The trading of the Equity Shares of Our Company would be in dematerialised form only for all Bidders in the demat segment of the respective Stock Exchanges.

Communications

All future communications in connection with Allotment, credit of Equity Shares, refunds, non-receipt of Allotment Advice and other post-Issue matters should be addressed to the Registrar to the Issue. In case of ASBA Bids submitted to the SCSBs, the Bidders should contact the relevant SCSB. In case of queries related to ASBA Bids submitted to the Syndicate/Sub Syndicate at the Syndicate Bidding Centres, the Bidders should contact the relevant Syndicate/Sub Syndicate. In case of ASBA Bids submitted to the broker terminals of the stock exchanges at the relevant Non Syndicate Registered Broker. All such communications should quote the full name of the sole or First Bidder, Bid cum Application Form number, Bidders' DP ID, Client ID, PAN, number of Equity Shares applied for, date of Bid cum Application Form, name and address of the Syndicate Bidding Centre, Non Syndicate Broker Centre or the Designated Branch where the Bid was submitted and cheque or draft number and issuing bank thereof or with respect to ASBA Bids, ASBA Account number in which the amount equivalent to the Bid Amount was blocked. All grievances relating to the ASBA process may also be copied to the Registrar to the Issue.

Bidders can contact the Compliance Officer or the Registrar to the Issue in case of any pre-Issue or post-Issue related problems such as non-receipt of Allotment Advice, credit of Allotted Equity Shares in the respective beneficiary accounts, refund orders *etc.* All grievances relating to Bids submitted through the Non Syndicate Registered Broker may be addressed to the Stock Exchanges with a copy to the Registrar to the Issue.

PAYMENT OF REFUND

Bidders other than ASBA Bidders must note that on the basis of the names of the Bidders, Depository Participant‘s name, DP ID, beneficiary account number provided by them in the Bid-cum-Application Form, the Registrar will obtain, from the Depositories, the Bidders‘ bank account details, including the nine digit MIRC code as appearing on a cheque leaf. Hence, Bidders are advised to immediately update their bank account details as appearing on the records of the Depository Participant. Please note that failure to do so could result in delays in dispatch of refund order or refunds through electronic transfer of funds, as applicable, and any such delay shall be at the Bidders' sole risk and neither Our Company, nor the Book Running Lead Manager, the Registrar, Escrow Collection Bank(s), Bankers to the Issue and the BRLM shall be liable to compensate the Bidders for any losses caused to the Bidder due to any such delay or liable to pay any interest for such delay.

In the case of Bids from Eligible NRIs and FIIs, any refunds will normally be payable in Indian Rupees only and net of bank charges and/or commission.

Mode of making refunds for Bidders other than ASBA Bidders

The payment of refund, if any, for Bidders other than ASBA Bidders would be done through various modes in the following order of preference:

1. NECS – Payment of refund would be done through NECS for applicants having an account at any of the centres where such facility has been made available. This mode of payment of refunds would be subject to availability of complete bank account details including the MICR code as appearing on a cheque leaf, from the Depositories. The payment of refunds is mandatory for applicants having a bank account at any of the abovementioned centres, except where the applicant, being eligible, opts to receive refund through direct credit.

2. Direct Credit – Applicants having bank accounts with the Refund Bank (s), as mentioned in the Bid-cum-Application Form, shall be eligible to receive refunds through direct credit. Charges, if any, levied by the Refund Bank(s) for the same would be borne by our Company.

3. RTGS – Applicants having a bank account at any of the centres where such facility has been made available and whose refund amount exceeds such amount as may be prescribed by the RBI from time to time, have the option to receive refund through RTGS provided the Demographic Details downloaded from the Depositories contain the nine digit MICR code of the Bidder‘s bank which can be mapped with the RBI data to obtain the corresponding Indian Financial System Code ("**IFSC Code**"). Charges, if any, levied by the applicant's bank receiving the credit would be borne by the applicant.

4. NEFT – Payment of refund shall be undertaken through NEFT wherever the applicants‘ bank has been assigned the Indian Financial System Code (IFSC), which can be linked to a Magnetic Ink Character Recognition (MICR), if any, available to that particular bank branch. IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the applicants have registered their nine digit MICR number and their bank account number while opening and operating the demat account, the same will be duly mapped with the IFSC Code of that particular bank branch and the payment of refund will be made to the applicants through this method. The process flow in respect of refunds by way of NEFT is at an evolving stage and hence use of NEFT is subject to operational feasibility, cost and process efficiency. The process flow in respect of refunds by way of NEFT is at an evolving stage, hence use of NEFT is subject to operational feasibility, cost and process efficiency. In the event that NEFT is not operationally feasible, the payment of refunds would be made through any one of the other modes as discussed in the sections.

5. For all other applicants, including those who have not updated their bank particulars with the MICR code, the refund orders will be despatched through Speed Post/ Registered Post. Such refunds will be made by cheques, pay orders or demand drafts drawn on the Escrow Collection Banks and payable at par at places where Bids are received. Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

Mode of making refunds for ASBA Bidders

In case of ASBA Bidders, the Registrar shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the Bid-cum-Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within 10 Working Days of the Bid/Issue Closing Date.

DISPOSAL OF APPLICATIONS AND APPLICATION MONEYS AND INTEREST IN CASE OF DELAY

With respect to Bidders other than ASBA Bidders, Our Company will ensure dispatch of Allotment advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the Allotment to the Stock Exchanges within 10 Working Days of the Bid/Issue Closing Date.

In case of applicants who receive refunds through NECS, NEFT, direct credit the refund instructions will be given to the clearing system within 10 Working Days from the Bid/ Issue Closing Date. A suitable communication shall be sent to the Bidders receiving refunds through this mode within 10 Working Days of

Bid/ Issue Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund.

Our Company will use best efforts to ensure that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 12 Working Days of the Bid/Issue Closing Date.

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI ICDR Regulations, Our Company further undertakes that:

a. Allotment of Equity Shares shall be made only in dematerialised form within 10 Working Days of the Bid/Issue Closing Date; and

b. With respect to Bidders other than ASBA Bidders, dispatch of refund orders or in a case where the refund or portion thereof is made in electronic manner, the refund instructions are given to the clearing system within 10 Working Days of the Bid/Issue Closing Date would be ensured. With respect to the ASBA Bidders, instructions for unblocking of the ASBA Bidder‘s Bank Account shall be made within 10 Working Days from the Bid/Issue Closing Date.

If the Allotment letters or refund orders have not been dispatched to the applicants or if, in a case where the refund or portion thereof is made in electronic manner through Direct Credit, NEFT or ECS, the refund instructions have not been given in the disclosed manner within 10 Working Days from the Bid/ Issue Closing Date or on refusal by stock exchanges to grant listing permission for the Equity Shares being offered, our Company shall, within 8 days, repay the money failing which it shall pay interest with interest at 15% per annum, as prescribed under section 73 of the Companies Act.

Adequate funds will be provided to the Registrar to the Issue to enable it to send refund orders or Allotment advice by registered post/speed post.

IMPERSONATION

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 68 A of the Companies Act, which is reproduced below:

"Any person who:

a. makes in a fictitious name, an application to a company for acquiring or subscribing for, any shares therein, or

b. otherwise induces a company to allot, or register any transfer of shares, therein to him, or any other person in a fictitious name, shall be punishable with imprisonment for a term which may extend to five years."

BASIS OF ALLOTMENT

A. For Retail Individual Bidders

Bids received from the Retail Individual Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The Allotment to all the successful Retail Individual Bidders will be made at the Issue Price.

The Issue less Allotment to Non-Institutional Bidders and QIBs shall be available for Allotment to Retail Individual Bidders who have Bid at a price that is equal to or greater than the Issue Price.

If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full Allotment shall be made to the Retail Individual Bidders to the extent of their valid Bids.

In the event, the Bids received from Retail Individual Bidders exceeds [●] Equity Shares, then the maximum number of Retail Individual Bidders who can be Allotted the minimum Bid Lot will be computed by dividing the total number of Equity Shares available for Allotment to Retail Individual Bidders by the minimum Bid Lot

("**Maximum RII Allottees**"). The allocation/Allotment to Retail Individual Bidders will then be made in the following manner:

In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is equal to or less than Maximum RII Allottees, (i) Retail Individual Bidders shall be allocated / Allotted the minimum Bid lot; and (ii) the available balance Equity Shares, if any, remaining in the Retail Portion shall be Allotted on a proportionate basis to the Retail Individual Bidders who have received Allotment as per (i) above for less than the Equity Shares Bid by them (i.e. who have Bid for more than the minimum Bid lot).

In the event the number of Retail Individual Bidders who have submitted valid Bids in the Issue is more than Maximum RII Allottees, the Retail Individual Bidders (in that category) who will then be Allotted minimum Bid Lot shall be determined on the basis of draw of lots.

Each successful Retail Individual Bidder shall be Allotted a minimum of [●] Equity Shares.

B. For Non-Institutional Bidders

Bids received from Non-Institutional Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The Allotment to all successful Non- Institutional Bidders will be made at the Issue Price.

The Issue size less Allotment to QIBs and Retail shall be available for Allotment to Non- Institutional Bidders who have Bid in the Issue at a price that is equal to or greater than the Issue Price.

If the aggregate demand in this category is less than or equal to [●] Equity Shares at or above the Issue Price, full Allotment shall be made to Non-Institutional Bidders to the extent of their demand.

In case the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, Allotment shall be made on a proportionate basis up to a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter. For the method of proportionate Basis of Allotment refer below.

C. For QIBs

Bids received from the QIB Bidders at or above the Issue Price shall be grouped together to determine the total demand under this portion. The Issue size less Allotment to Non Institutional Bidders and Retail shall be available for Allotment to QIB Bidders who have Bid in the Issue at a price that is equal to or greater than the Issue Price of which 5% shall be allocated to Mutual Funds. The Allotment to all the QIB Bidders will be made at the Issue Price.

Allotment shall be undertaken in the following manner:

a. In the first instance allocation to Mutual Funds for up to 5% of the QIB Portion shall be determined as follows:
   (i) In the event that Bids by Mutual Fund exceeds 5% of the QIB Portion, allocation to Mutual Funds shall be done on a proportionate basis for up to 5% of the QIB Portion.

   (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion then all Mutual Funds shall get full Allotment to the extent of valid Bids received above the Issue Price.

   (iii) Equity Shares remaining unsubscribed, if any, not allocated to Mutual Funds shall be available for Allotment to all QIB Bidders as set out in (b) below;

b. In the second instance Allotment to all QIBs shall be determined as follows:

   (i) In the event that the oversubscription in the QIB Portion, all QIB Bidders who have submitted Bids above the Issue Price shall be allotted Equity Shares on a proportionate basis, upto a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter for up to 95% of the QIB Portion.

(ii) Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis, upto a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter, along with other QIB Bidders.

(iii) Under-subscription below 5% of the QIB Portion, if any, from Mutual Funds, would be included for allocation to the remaining QIB Bidders on a proportionate basis. The aggregate Allotment to QIB Bidders shall not be less than [●] Equity Shares.

D. For Anchor Investors

Allocation of Equity Shares to Anchor Investors, if any, at the Anchor Investor Allocation Price will be at the discretion of our Company, in consultation with the BRLMs, subject to compliance with the following requirements:

(a) not more than 30% of the QIB Portion will be allocated to Anchor Investors;

(b) one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors;

(c) allocation to Anchor Investors shall be on a discretionary basis and subject to a maximum of two Anchor Investors, where allocation in the Anchor Investor Portion is up to ₹ 100.00 million; a minimum of two and a maximum of 15 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 100.00 million but up to ₹ 2,500.00 million, subject to a minimum Allotment of ₹ 50.00 million per Anchor Investor; and a minimum of five and maximum of 25 Anchor Investors, where the allocation under the Anchor Investor Portion is more than ₹ 2,500.00 million, subject to a minimum Allotment of ₹ 50.00 million per Anchor Investor.

The number of Equity Shares allocated to Anchor Investors, if any, and the Anchor Investor Allocation Price shall be made available in the public domain by the BRLMs before the Bid Opening Date by intimating the same to the Stock Exchanges.

The Book Running Lead Manager, the Registrar to the Iss ue and the Designated Stock Exchange shall ensure that the 'Basis of Allocation' is finalized in a fair and proper manner in accordance with the SEBI ICDR Regulations. The drawing of lots (where required) to finalize the 'Basis of Allocation' shall be done in the presence of a public representative on the Governing Board of the Designated Stock Exchange.

Illustration Explaining Procedure of Allotment to Retail Individual Bidders *(Investors should note that this example is solely for illustrative purposes and is not specific to the Offer)*

Total number of equity shares offered in the issue: 10 million, at an issue price of ₹ 600 per equity share. The retail portion for the issue consists of 3.5 million equity shares. The issuer fixes the minimum bid lot as 20 equity shares.

A. A total of 0.1 million retail individual bidders have applied in the issue, in varying number of bid lots i.e. between 1 to 16 bid lots, based on the maximum application size of up to ₹ 200,000. The retail individual bidders' category is oversubscribed 4 times. From the 0.1 million retail individual bidders, there are five retail individual bidders, namely A, B, C, D and E, who have applied in the issue as follows: A has applied for 320 equity shares, B has applied for 220 equity shares, C has applied for 120 equity shares, D has applied for 60 equity shares and E has applied for 20 equity shares. As per the SEBI Regulations, the allotment to retail individual investors shall not be less than the minimum bid lot, subject to availability of shares, and the remaining available shares, if any, shall be allotted on a proportionate basis. Accordingly, the actual entitlement of each of A, B, C, D and E shall be as follows:

Name of the retail individual bidder	Total No. of equity shares applied for	Total number of equity shares eligible to be allotted
A	320	**20 equity shares** (i.e. the minimum bid lot) + **38 equity shares** [{3,500,000 - (100,000 * 20)} / {14,000,000 - (100,000 * 20)}] * 300 (i.e. 320-20)
B	220	**20 equity shares** (i.e. the minimum bid lot) + **25 equity shares** [{35,00,000 - (1,00,000 * 20) / {140,00,000 - (1,00,000 * 20)}] * 200 (i.e. 220-20)
C	120	**20 equity shares** (i.e. the minimum bid lot) + **13 equity shares** [{35,00,000 - (1,00,000 * 20)} / {(140,00,000 - (1,00,000 * 20)}] * 100 (i.e. 120-20)
D	60	**20 equity shares** (i.e. the minimum bid lot) + **5 equity shares** [{(35,00,000 - 1,00,000 * 20)} / {(140,00,000 - (1,00,000 * 20)}] * 40 (i.e. 60-20)
E	20	**20 equity shares** (i.e. the minimum bid lot)

B. A total of 0.2 million retail individual bidders have applied in the issue, in varying number of bid lots i.e. between 1 to 16 bid lots, based on the maximum application size of upto ₹ 200,000. The retail individual bidders' category is oversubscribed 9.37 times. Since the total number of equity shares offered retail individual bidders is 3,500,000 and the minimum bid lot is 20 equity shares, the maximum number of retail individual bidders who can be allotted this minimum bid lot will be 175,000 (i.e. 3,500,000/20). The remaining 25,000 retail applicants will not get allotment and such bidders will be determined on basis of draw of lots, in the manner provided below:

No. of lots	No. of equity shares at each lot	No. of retail individual bidders applying at each lot	Total No. of equity shares applied for at each lot	No. of retail individual bidders who shall receive minimum bid-lot (to be selected on lottery)
A	**B**	**C**	**D=(B*C)**	**E (175,000/200,000)*C**
1	20	10,000	200,000	8,750
2	40	10,000	400,000	8,750
3	60	10,000	600,000	8,750
4	80	10,000	800,000	8,750
5	100	20,000	2,000,000	17,500
6	120	20,000	2,400,000	17,500
7	140	15,000	2,100,000	13,125
8	160	20,000	3,200,000	17,500
9	180	10,000	1,800,000	8,750
10	200	15,000	3,000,000	13,125
11	220	10,000	2,200,000	8,750
12	240	10,000	2,400,000	8,750
13	260	10,000	2,600,000	8,750
14	280	5,000	1,400,000	4,375
15	300	15,000	4,500,000	13,125
16	320	10,000	3,200,000	8,750
Total		**200,000**	**32,800,000**	**1,75,000**

Procedure for Allotment to Non-Institutional Bidders

- Bids received from Non-Institutional Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The Allotment to all successful Non-Institutional Bidders will be made at the Issue Price.

- The Issue size less Allotment to QIBs and Retail Individual Bidders shall be available for Allotment to Non-Institutional Bidders who have Bid in the Issue at a price that is equal to or greater than the Issue Price.

- If the aggregate demand in this category is less than or equal to 1,200,000 Equity Shares at or above the Issue Price, full Allotment shall be made to Non-Institutional Bidders to the extent of their demand.

- In case the aggregate demand in this category is greater than 1,200,000 Equity Shares at or above the Issue Price, Allotment shall be made on a proportionate basis up to a minimum of [•] Equity Shares. For the method of proportionate Basis of Allotment refer below.

Procedure for Allotment to QIBs in the Net QIB Portion

- Bids received from the QIBs Bidding in the QIB Portion at or above the Issue Price shall be grouped together to determine the total demand under this portion. The Allotment to all the QIBs will be made at the Issue Price.

- The QIB Portion shall be available for Allotment to QIBs who have Bid at a price that is equal to or greater than the Issue Price.

- Allotment shall be undertaken in the following manner:

  (a) In the first instance allocation to Mutual Funds for up to 5% of the Net QIB Portion shall be determined as follows:

    i. In the event that Bids by Mutual Fund exceeds 5% of the Net QIB Portion, allocation to Mutual Funds shall be done on a proportionate basis for up to 5% of the Net QIB Portion.

    ii. In the event that the aggregate demand from Mutual Funds is less than 5% of the Net QIB Portion then all Mutual Funds shall get full Allotment to the extent of valid Bids received above the Issue Price;

    iii. Equity Shares remaining unsubscribed, if any and not allocated to Mutual Funds shall be available for Allotment to all QIBs as set out in (b) below;

  (b) In the second instance Allotment to all QIBs shall be determined as follows:

    i. In the event of oversubscription in the Net QIB Portion, all QIBs who have submitted Bids above the Issue Price shall be allotted Equity Shares on a proportionate basis for up to 95% of the Net QIB Portion;

    ii. Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIBs;

    iii. Under-subscription below 5% of the Net QIB Portion, if any, from Mutual Funds, would be included for allocation to the remaining QIBs on a proportionate basis.

- The aggregate Allotment to QIBs Bidding in the Net QIB Portion may be up to 4,200,000 Equity Shares.

Procedure for Allotment to Anchor Investors

- Allocation of Equity Shares to Anchor Investors, if any, at the Anchor Investor Allocation Price will be at the discretion of our Company, in consultation with the Book Running Lead Manager, subject to compliance with the following requirements:

  i. not more than 30% of the QIB Portion will be allocated to Anchor Investors;

  ii. one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is being done to other Anchor Investors;

  iii. allocation to Anchor Investors shall be on a discretionary basis and subject to a minimum number of two Anchor Investors for allocation up to ₹ 2,500 million and minimum number of five Anchor Investors for allocation more than ₹ 2,500 million.

The number of Equity Shares Allotted to Anchor Investors, if any, and the Anchor Investor Allocation Price shall be made available in the public domain by the Book Running Lead Manager before the Issue Opening Date by intimating the same to the Stock Exchanges.

Letters of Allotment or Refund Orders or instructions to the SCSBs, disposal of application and application moneys

Our Company shall give credit to the beneficiary account with depository participants within 10 Working Days from the Bid/Issue Closing Date. Applicants residing at the centres where clearing houses are managed by the RBI, will get refunds through NECS only except where applicant is otherwise disclosed as eligible to get refunds through direct credit. Our Company will ensure dispatch of any refund orders by speed or registered post or direct credit, NEFT or NECS, at the sole or first Bidders' sole risk, within 10 Working Days from the Bid/ Issue Closing Date. Bidders to whom refunds are made through electronic transfer of funds will be sent a letter through ordinary post, intimating them about the mode of credit of refund within 10 Working Days of the Bid/ Issue Closing Date. In case of ASBA Bidders, the Registrar shall instruct the relevant SCSBs to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the Bid-cum-Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within 10 Working Days of the Bid/Issue Closing Date.

Interest in case of delay in despatch of Allotment Letters or Refund Orders/ instruction to the SCSBs by the Registrar

Our Company agrees that (i) Allotment of Equity Shares; and (ii) credit to the successful Bidders' depositary accounts will be completed within 10 Working Days of the Bid/ Issue Closing Date. Our Company further agrees that if the Allotment letters or refund orders have not been despatched to the applicants or if, in a case where the refund or portion thereof is made in electronic manner through Direct Credit, NEFT or ECS, the refund instructions have not been given in the disclosed manner within 10 Working Days from the Bid/ Issue Closing Date or on refusal by stock exchanges to grant listing permission for the Equity Shares being offered, our Company shall, within 8 days, repay the money failing which it shall pay interest with interest at 15% per annum, as prescribed under section 73 of the Companies Act.

Our Company will provide adequate funds required for dispatch of refund orders or Allotment advice to the Registrar. Refunds will be made by cheques, pay-orders or demand drafts drawn on a bank appointed by our Company as a Refund Bank and payable at par at places where Bids are received. Bank charges, if any, for encashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

UNDERTAKING BY OUR COMPANY

We undertake as follows:

a. that the complaints received in respect of the Issue shall be attended to by our Company expeditiously and satisfactorily;

b. that all steps for completion of the necessary formalities for listing and commencement of trading at all Stock Exchanges where the Equity Shares are to be listed are taken within 12 Working Days of Bid/Issue Closing Date;

c. that funds required for making refunds to unsuccessful applicants as per the mode(s) disclosed shall be made available to the Registrar to the issue by our Company;

d. that where refunds are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within 12 Working days of closure of the issue, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund;

e. that certificates of the securities/ refund orders to the non-resident Indians shall be dispatched within specified time;

f. that no further issue of securities shall be made till the securities offered through the Red Herring Prospectus are listed or till the application moneys are refunded on account of non-listing, under subscription, etc; and

g. that adequate arrangements shall be made to collect all Applications Supported by Blocked Amount (ASBA) and to consider them similar to non-ASBA applications while finalizing the basis of allotment.

Our Company, in consultation with the BRLM, reserves the right not to proceed with the Issue after the bidding and if so, the reason thereof shall be given as a public notice within two days of the closure of the issue. The public notice shall be issued in the same newspapers where the pre-issue advertisement had appeared. The Stock Exchanges where the specified securities were proposed to be listed shall also be informed promptly.

If our Company withdraws the issue after closure of bidding, the issuer shall be required to file a fresh draft offer document with SEBI.

UTILIZATION OF ISSUE PROCEEDS

The Board of Directors of our Company certifies that:

(a) All monies received out of this issue of Equity Shares to public shall be transferred to a separate bank account other than the bank account referred to in sub-section (3) of section 73 of the Companies Act, 1956;

(b) Details of all monies utilized out of the issue referred to in sub-item (a) shall be disclosed and continue to be disclosed till the time any part of the issue proceeds remains unutilised under an appropriate separate head in the Balance Sheet of our Company indicating the purpose for which such monies had been utilized; and

(c) Details of all unutilized monies out of the issue of Equity Shares, referred to in sub-item (i) shall be disclosed under an appropriate separate head in the Balance Sheet of our Company indicating the form in which such unutilized monies have been invested;

(d) Our Company shall comply with the requirements of Clause 49 of the Equity Listing Agreement in relation to the disclosure and monitoring of the utilization of the Net Proceeds; and

(e) Our Company shall not have recourse to the proceeds of the Issue until the approval for trading of the Equity Shares from the Stock Exchanges has been received.

SECTION VIII: MAIN PROVISIONS OF ARTICLES OF ASSOCIATION

Capitalised terms used in this section have the meaning that has been given to such terms in the Articles of Association of our Company. Pursuant to Schedule II of the Companies Act and the SEBI ICDR Regulations, the main provisions of the Articles of Association of our Company are detailed below:

1. Provisions contained in "Table A" of the First Schedule of the Act shall apply to the Company and in case of conflict between Table A and the Articles, the provisions of the Articles shall prevail and shall constitute the regulations of the Company.

2. Definitions and Interpretations

(a) Unless otherwise specified, the words or expressions contained in these Articles shall bear the same meaning as in the Act (defined hereinafter) or any statutory modification thereof in force at the time at which these Articles become binding on the Company.

(i) **"Accounting Standards"** means the generally accepted accounting principles and practices in India, as amended from time to time by the relevant Authority, and applied on a consistent basis ("**Indian GAAP**"), and shall include, in substitution thereof or, as the case may be, in addition thereto but not inconsistent with the then applicable requirements under Indian GAAP, International Financial Reporting Standards promulgated by the International Accounting Standards Boards ("**IASB**") (which includes standards and interpretations approved by the IASB and International Accounting Standards issued under previous constitutions), together with its pronouncements thereon from time to time, and applied on a consistent basis, to the extent applicable in India;

(ii) The **"Act"** or the **"said Act"** means the Companies Act, 1956 as amended from time to time and including any repeal and re-enactment;

(iii) **"Action Plan"** means the plan or plans developed by the Company setting out specific social and environmental measures to be undertaken by the Company, to enable its Operations to comply with the Performance Standards, as such Action Plan may be amended or supplemented from time to time with IFC's consent;

(iv) **"Affiliate"** means with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with that Person. In addition, with respect to NVP, "Affiliate" shall also include any Person who is managed by (i) the same investment manager as NVP is managed by, or (ii) an investment manager that is Controlled by the same Person that Controls the investment manager that NVP is managed by;

(v) **"Affirmative Covenants"** means those covenants set out in Article 114;

(vi) **"Alternate Director"** means a Person appointed to act for Director during his absence from a State in which the meetings of the Board are ordinarily held;

(vii) **"Annual General Meeting"** means a general meeting of Members held in accordance with the provisions of section 166 of the Act;

(viii) **"Annual Monitoring Report"** means the annual monitoring report setting out the specific social, environmental and developmental impact information to be provided by the Company in respect of its Operations, in such form as agreed by the parties pursuant to the Subscription Agreement that may be amended or supplemented from time to time with IFC's consent;

(ix) "**Applicable Law**" means all applicable statutes, enactments laws, ordinances, judgment, orders, directives, rules and regulations, by-laws, notifications, guidelines and policies of any Authority, as may be in force and effect during the subsistence of the SHA, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;

(x) **"Applicable S&E Law"** means all applicable statutes, laws, ordinances, rules and regulations of the Country, including but not limited to any license, permit or other governmental Authorization, imposing liability or setting standards of conduct concerning any environmental, social, labour, health and safety or security risks of the type contemplated by the Performance Standards;

(xi) **"Article"** or **"Articles"** means these Articles of Association, as originally framed or as amended from time to time in accordance with the provisions of the Act;

(xii) **"As Converted Basis"** means a number of Shares as if the then issued and outstanding relevant Share Equivalents had been exercised in full;

(xiii) **"Auditors"** means the independent auditors of the Company;

(xiv) **"Authorisation"** means any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents;

(xv) "**Authority**" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank including a recognized stock exchange (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank, including the Reserve Bank of India);

(xvi) "**Beneficial Owner(s)**" shall mean the beneficial owner(s) as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996, or any statutory modification or re-enactment thereof;

(xvii) **"Board of Directors"** or the **"Board"** means the Board of Directors for the time being of the Company;

(xviii) **"Business Day"** means a day when banks in New York, in the United States of America and Bangalore and Delhi in India are open for business;

(xix) **"Business Plan"** means the business plan of the Company as may be determined by the Board from time to time;

(xx) **"Buy-Back Option"** shall have the meaning given to it in Article 88(i);

(xxi) **"Buy-Back Price"** shall have the meaning given to it in Article 42(ii);

(xxii) **“Buyer”** shall have the meaning given to it in Article 71;

(xxiii) **“CAO”** means compliance advisor ombudsman, the independent accountability mechanism for IFC that impartially responds to environmental and social concerns of affected communities and aims to enhance outcomes;

(xxiv) **“CAO’s Role”** means:

(a) to respond to complaints by persons who have been or are likely to be directly affected by the social or environmental impacts of IFC projects; and

(b) to oversee audits of IFC's social and environmental performance, particularly in relation to sensitive projects, and to ensure compliance with IFC's social and environmental policies, guidelines, procedures and systems;

(xxv) **“Cash”** means at any time, cash with the Company and at banks denominated in any currency credited to an account in the name of the Company;

(xxvi) **“Cash Equivalent”** means an investment by the Company in any financial instrument or security which can be readily converted into Cash, (except for investments classified as not being available for sale or trading), including but not limited to fixed deposits or certificates of deposits with banks, government securities, mutual fund units, equity or debt securities that are traded on any stock exchange;

(xxvii) **“Central Government”** means the Central Government of India;

(xxviii) **“CEO”** shall have the meaning given to it in Article 153;

(xxix) **“Chairman”** means the chairman of the Board of Directors of the Company appointed from time to time in accordance with Article 130;

(xxx) **“Charter”** means the Memorandum of Association and the Articles of Association of the Company, as amended from time to time;

(xxxi) **“Closing Date”** shall have the meaning given to it in the SSA;

(xxxii) **“Company”** means Snowman Logistics Limited a public limited company incorporated under the Act of India and having its registered office at Karnataka, which expression shall, unless it be repugnant to the context hereof, be deemed to include its successors in business);

(xxxiii) **“Company Offering”** means a public offering and sale of Shares or Share Equivalents for the Company's account or any offering of Shares or Share Equivalents, public or private, for the account of other security holders, including, but not limited to, (a) a QPO, and (b) an offering of Shares or Share Equivalents sponsored, placed or facilitated by the Company on behalf of such other security holders;

(xxxiv) **“Competing Business”** shall have the meaning given to it in Article 141;

(xxxv) **“Companies Rules”** shall mean the Companies (Central Government’s) General Rules and Forms, 1956;

(xxxvi) **"Control"** means the possession, directly or indirectly, by a Person of the power to direct or cause the direction of the management and policies of another Person through the ownership of voting securities or otherwise; provided that the direct or indirect ownership of twenty-six per cent (26%) or more of the voting Share capital of a Person is deemed to constitute control of that Person terms "Controlling", "Controlled", "Controls" and / or related cognate expressions shall have meanings correlative to the foregoing;

(xxxvii) **"Country"** means the Republic of India;

(xxxviii) "**Depository**" shall mean a Depository as defined under clause (e) of sub-section (1) of Section 2 of the Depository Act, 1996, or any statutory modification or re-enactment thereof;

(xxxix) **"Director"** means a director of the Company nominated and elected from time to time in accordance with Articles 115 to 117A;

(xl) **"Distribution"** means

(a) the transfer of cash or other property without consideration, whether by way of dividend or otherwise, or

(b) the purchase or redemption of Shares or Share Equivalents of the Company for cash or property, other than any repurchase of Shares issued to or held by employees, officers, directors or consultants of the Company pursuant to the ESP upon termination of their employment;

(xli) **"Dividend Policy"** means the policy governing the payment of dividends and other distributions set out in Article 145;

(xlii) **"Drag Along Rights"** means the rights described in Article 90;

(xliii) **"Drag Along Shares"** shall have the meaning given to it in Article 90;

(xliv) **"EBITDA"** means for any period, for any person or specified group of persons, the sum of Net Income for such period and (a) total interest expense (inclusive of amortization of deferred financing fees and other original issue discount and banking fees, charges and commissions (for example letter of credit fees and commitment fees)) of such person or specified group of persons determined on a consolidated basis for such period, (b) tax expense based on income and foreign withholding taxes for such person or specified group of persons determined on a consolidated basis for such period, (c) all depreciation and amortization expense of such person or specified group of persons determined on a consolidated basis for such period, all determined in accordance with the latest audited financial statement and (d) any write-offs or provisions for doubtful debts or stocks adjusted or written-off;

(xlv) **"Enforcement Action"** means any allegation, voluntary disclosure, investigation, prosecution, or other enforcement action under any anti-corruption law;

(xlvi) **"Enterprise Value"** means the product of 10.5 and EBITDA;

(xlvii) **"Equity Value"** means the Enterprise Value less the Net Debt;

(xlviii) **"ERP"** means the enterprise resource planning software covering all the Operations of the Company;

(xlix) **"ESP"** has the meaning given to it in Article 154;

(l) **"Exercise Period"** shall have the meaning given to it in Article 72;

(li) **"Exit Notice"** shall have the meaning given to it in Article 86;

(lii) **"Exit Period"** shall have the meaning given to it in Article 85(i);

(liii) **"Financial Year"** means the accounting year of the Company commencing each year on April 1 and ending on the following March 31, or such other period as the Company, upon thirty (30) days prior notice to IFC, from time to time designates as its accounting year;

(liv) **"GDL"** means Gateway Distriparks Limited, a company incorporated under the Act and having its registered office at Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai 400 707, India, (which expression shall unless, it be repugnant to the context, be deemed to include its successors in business);

(lv) **"GDL Purchase Notice"** shall have the meaning given to it in Article 95E(i);

(lvi) **"GRFL"** shall have the meaning given to it in Article 141;

(lvii) **"ICDR Regulations"** means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended from time to time;

(lviii) **"IFC"** means International Finance Corporation an international organization established by articles of agreement among its member countries including India (which expression shall unless, it be repugnant to the context, be deemed to include its successors in business);

(lix) **"IFC Buy-Back Shares"** shall have the meaning given to it in Article 88(i);

(lx) **"IFC Director"** shall have the meaning given to it in Article 117;

(lxi) **"IFC's Drag Along"** shall have the meaning given to it in Article 88(iii);

(lxii) **"IFC Policy Covenants"** means those covenants described in Articles 112 and 113;

(lxiii) **"IFC Put Option"** shall have the meaning given to it in Article 88(ii);

(lxiv) **"IFC Put Shares"** shall have the meaning given to it in Article 88(ii);

(lxv) **"IFC Reserved Matters"** shall have the meaning given to it in Article 104;

(lxvi) **"IFC Sale Shares"** shall have the meaning given to it in Article 86;

(lxvii) **"IFC Second Director"** shall have the meaning given to it in Article 117;

(lxviii) **"IFC Shares"** means the Shares subscribed by IFC pursuant to the Subscription Agreement and/or held by IFC from time to time;

(lxix) **"IFC Subscription Price"** means Rs. 24,88,97,000 (Rupees twenty four crores, eighty eight lakhs and ninety seven thousand) paid by IFC for the purchase of the Subscription Shares;

(lxx) **“IFC Third Party Purchaser”** shall have the meaning given to it in Article 91;

(lxxi) **“Independent Director”** means a director of the Company who:

(a) has no material relation with the Company beyond his directorship (directly or as a partner, shareholder or officer of an organization that has a “material” relationship with the Company);

(b) is not, and has not been employed by the Company or any of its related parties at any time during the past five years;

(c) is not, and has not been affiliated with a company that acts as an advisor or consultant to the Company or its related parties, nor is not and has not himself acted in such capacity at any time during the past five (5) years;

(d) is not, and has not been affiliated with any significant customer or supplier of the Company or its related parties (i.e. a company that makes payments to, or receives payments from the Company for property or services in an amount which, in any single fiscal year, exceeds the greater of INR 15,00,000/- (Rupees Fifteen Lakhs Only) at any time during the past five (5) years;

(e) does not currently have, nor has he had any personal service contracts with the Company, its related parties or its senior management at any time during the past five years;

(f) is not affiliated with any non-profit organization that receives significant funding from the Company or its related parties;

(g) does not receive, and has not received any additional remuneration from the Company apart from a director’s remuneration, nor is a participant of the Company’s pension plan;

(h) is not employed as an executive officer of another company where any of the Company's executives serve on that company's Board;

(i) is not a member of the immediate family of any individual who is, or has been at any time during the past five years, employed by the Company or its related parties as an executive officer; and

(j) receives remuneration for the position of director and such remuneration constitutes a significant portion of his annual income. Following the completion of the QPO in accordance with Articles 77 to 84 below, the meaning of “Independent Director” shall have the same meaning given to it under Clause 49 of the Listing Agreement;

(lxxii) **“Information Rights”** means the rights described in Article 106;

(lxxiii) **“IPO”** shall mean a QPO on the BSE Limited or the National Stock Exchange of India Limited, on or prior to the IPO Date and which meets the IPO Condition;

(lxxiv) **“IPO Condition”** shall mean the requirement in connection with an IPO of the Company, completed on or before the IPO Date, that the price at which the Shares are offered at such IPO to QIBs is equal to or more than INR 35 (Indian Rupees Thirty Five) per Share;

(lxxv) **"IPO Date"** shall mean June 30, 2014;

(lxxvi) **"IRR"** shall mean the discount rate that, when applied to (i) all amounts invested by NVP in the Company (determined as of the date of contribution of each such investment to the Company) and (ii) any payments made out to the investor including on account of any distribution of distributable profits, interest, dividends, any proceeds distributed from the sale of assets, any cash and other distributions by the Company (determined as of the date of such payment), would result in the net present value of that stream of repayments and distributions, to be zero. All such repayments and distributions to the investor shall be calculated net of all taxes, duties, costs and expenses, (excluding any distribution tax or withholding tax);

(lxxvii) **"Japanese Partners"** shall mean collectively, MC, MLC and Nichirei and each, individually, "Japanese Partner";

(lxxviii) **"Japanese Partners' Put Amount"** shall have the meaning given to it in Article 95;

(lxxix) **"Japanese Partner's Request Shares"** shall have the meaning given to it in Article 76;

(lxxx) **"Lien"** means any mortgage, pledge, charge (whether fixed or floating) encumbrance, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law;

(lxxxi) **"Liquidation Event"** means any liquidation, winding up or bankruptcy, reorganization or other analogous insolvency proceeding of the Company whether voluntary or involuntary;

(lxxxii) **"Listing Agreement"** means the agreement to be entered into between the Company and the stock exchange on which the Company's Shares are listed;

(lxxxiii) **"Material Adverse Effect**" means any event, condition that individually or in the aggregate would have a material adverse effect on:

(a) the Company, its assets or properties;

(b) the Company's business, Operations or financial condition; or

(c) the ability of the Company to comply with its obligations under the SHA, or any other Transaction Document;

(lxxxiv) **"MC"** means Mitsubishi Corporation, a company organized under the laws of Japan and having its principal place of business at 3-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo 100-8086, Japan, which expression shall, unless it be repugnant to the context, be deemed to include its successors in business);

(lxxxv) **"MC Offered Shares"** shall have the meaning given to it in Article 93(i);

(lxxxvi) **"MC Offer Period"** shall have the meaning given to it in Article 93(ii);

(lxxxvii) **"MC Sale Period"** shall have the meaning given to it in Article 93(ii);

(lxxxviii) **"MC Transfer Notice"** shall have the meaning given to it in Article 93(i);

(lxxxix) **"Member"** means a holder, for the time being, of the Shares of the Company whose name and details of shareholding are entered in the Register of Members;

(xc) **"MLC"** means Mitsubishi Logistics Corporation, a company organized under the laws of Japan and having its principal place of business at Tokyo Dia Building, 28-25, Shinkawa 1-chome, Chuo-ku, Tokyo-104-0033, Japan, which expression shall, unless it be repugnant to the context, be deemed to include its successors in business);

(xci) **"Net Debt"** means, at any time, the aggregate amount of all obligations of the Company including, monies borrowed or raised, as follows:

(i) any amounts raised (a) under any credit facility or by a bill discounting or factoring credit facility, or (b) any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;

(ii) any liability incurred which would, in accordance with Accounting Standards, be treated as a finance or capital lease, only for the capital value therefor;

A.

(iii) receivables sold or discounted (other than any receivables to the extent they are sold on a nonrecourse basis);

B.

(iv) any liability under an advance or deferred purchase agreement;

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the aggregate amount of freely available Cash and Cash Equivalents held by the Company at such time;

(xcii) **"Net Income"** means means with reference to any period, the net income (or loss) of the Company for such period (taken as a cumulative whole), as determined in accordance with the Accounting Standards, after eliminating all offsetting debits and credits and all other items required to be eliminated in the course of the preparation of consolidated financial statement of the Company in accordance with the Accounting Standards, provided that there shall be excluded;

(a) the undistributed earnings of the Company;

(b) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of income accrued during such period;

(c) any aggregate net gain or loss during such period arising from the sale, conversion, exchange or other disposition of capital assets (such term to include, without limitation, (i) all non-current assets and, without duplication, (ii) the following, whether or not current: all fixed assets, whether tangible or intangible and all inventory sold in conjunction with the disposition of fixed assets;

(d) any gains or losses resulting from any write-up or write-downs of any assets;

(e) any extraordinary gains and losses as per Indian GAAP;

It is expressly clarified that income of the Company shall include income from consignment agency and exclude non-operation income;

(xciii) **"New Securities"** means any Shares or Share Equivalents, if any, of the Company; provided that, the term "New Securities" does not include:

(a) Shares (or options to purchase Shares) issued or issuable to officers, Directors and employees of, or consultants to, the Company pursuant to the ESP;

(b) the issue of up to 3 million Shares / Share Equivalents to existing shareholders of Company and to the Directors of the Company and / or to the directors of GDL at a price not less than INR 35 (Indian Rupees Thirty Five only) per Share within three (3) months from Closing Date;

(c) Shares issued in a QPO/IPO/Qualified IPO;

(d) Shares issued on a preferential basis is accordance with Section 81 (1A) of the Act pursuant to IFC's exercise of its right under Article 77; and

(e) Shares issued or issuable in connection with any stock split or stock dividend of the Company;

(xciv) **"Nichirei"** means Nichirei Logistics Group Inc. a company organized under the laws of Japan and having its principal place of business at Sumitomofudosan Tsukiji Building 4F, 17-1, Tsukiji 7- Chome, Chuo-ku, Tokyo 104-0045, Japan, which expression shall, unless it be repugnant to the context, be deemed to include its successors in business);

(xcv) **"Non Compete Obligations"** means those obligations set out in Articles 141 to 143;

(xcvi) **"Notice of Buy-Back"** shall have the meaning given to it in Article 42(i);

(xcvii) **"Notice to Buy"** shall have the meaning given to it in Article 89(i);

(xcviii) "**NVP**" means Norwest Venture Partners VII-A Mauritius, a company organized under the laws of the Republic of Mauritius (which expression shall unless, it be repugnant to the context, be deemed to include its successors in business);

(xcix) **“NVP Buy-back Option”** shall have the meaning given to it is Article 95D(a);

(c) **“NVP Buy-back Price”** shall have the meaning given to it is Article 43A(i);

(ci) **“NVP Buy-back Shares”** shall have the meaning given to it is Article 95D(a);

(cii) **“NVP Director”** shall have the meaning given to it is Article 117A;

(ciii) **“NVP Drag Along Right”** shall have the meaning given to it is Article 95F;

(civ) **“NVP Drag Notice”** shall have the meaning given to it is Article 95F;

(cv) **“NVP Exercise Period”** shall have the meaning given to it in Article 95H(ii);

(cvi) **“NVP Exit Notice”** shall have the meaning given to it in Article 95B;

(cvii) **“NVP Notice of Buy-back”** shall have the meaning given to it in Article 43A;

(cviii) **“NVP Observer”** shall have the meaning given to it is Article 117A;

(cix) **“NVP Offered Shares”** shall have the meaning given to it is Article 95G(i);

(cx) **“NVP Put Option Notice”** shall have the meaning given to it is Article 95E(ii);

(cxi) **“NVP Put Option Right”** shall have the meaning given to it is Article 95D(b);

(cxii) **“NVP Reserved Matters”** shall have the meaning given to it in Article 105A;

(cxiii) **“NVP Sale Shares”** shall have the meaning given to it in Article 95B;

(cxiv) **“NVP Shares”** shall mean the Shares or Share Equivalents subscribed by NVP pursuant to the SSA and/or held by NVP from time to time;

(cxv) **“NVP Subscription Amount”** shall mean the aggregate purchase price paid by NPV under the SSA for the NVP Shares;

(cxvi) **“Observer(s)”** shall have the meaning given to it in Article 119;

(cxvii) **“Offer Notice”** shall have the meaning given to it in Article 90;

(cxviii) **“Offer Period”** shall have the meaning given to it in Article 92;

(cxix) **“Offer Securities”** means all or any portion of the Shares issued or issuable to IFC from time to time (including but not limited to, any such Shares issuable upon conversion or exercise of Share Equivalents, if any) and proposed by IFC to be included in a Company Offering;

(cxx) **“Offered Shares”** shall have the meaning given to it in Article 91;

(cxxi) **“Offering Expenses”** means any and all reasonable out-of-pocket expenses incurred in connection with the Company Offering, including, but not limited to, the reasonable fees and disbursements of one firm of counsel (other than in-house counsel) retained by IFC in connection with such Company Offering, but excluding customary underwriting discounts and commissions;

(i) **“Operations”** means the operations, activities and facilities of the Company (including the design, construction, operations, maintenance, management and monitoring thereof as applicable) in the Country;

(cxxii) **“Original Director”** shall have the meaning given to it in Article 120;

(cxxiii) “Original Shareholders” means collectively, GDL, MC, MLC and Nichirei and each, individually, an “Original Shareholder”;

(cxxiv) “Other Covenants” means the covenants set out in Articles 155 to 157;

(cxxv) **“Parties”** means the parties to the SHA and “Party” means any one of them;

(cxxvi) **“Performance Standards”** means IFC's Performance Standards on Social & Environmental Sustainability, dated April 30, 2006, copies of which have been delivered to the Company, who hereby acknowledges receipt thereof;

(cxxvii) **“Person”** includes any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

(cxxviii) **“Pro-rata Share”** means the total number of issued and outstanding Shares and Share Equivalents, if any, held by the relevant Shareholder and its Affiliates, expressed as a percentage of the total number of Shares and Share Equivalents, if any, then issued and outstanding, calculated on an As-Converted Basis;

(cxxix) **“Prohibited Activity”** shall have the meaning given to it in Annex F of the SHA;

(cxxx) **“Promoters”** means specific persons or entities deemed or acting as such under local law;

(cxxxi) **“Purchase Price”** shall have the meaning given to it in Article 89(i);

(cxxxii) "**Put Option Agreement"** means the Put Option Agreement, dated December 17, 2009 among, the Company, GDL and IFC;

(cxxxiii) **“QIB(s)”** shall have the meaning given to it in the ICDR Regulations;

(cxxxiv) **“Qualified IPO”** shall mean a QPO underwritten by a recognized investment banking firm such that:

(a) the Company’s Shares are listed and admitted for trading on the BSE Limited or the National Stock Exchange of India Limited or such other stock exchange as may be agreed upon by the Original Shareholders;

(b) the per share price at which the Shares are offered to QIBs at such IPO represents an IRR of at least fifteen percent (15%) to NVP on the total amounts invested by NVP in the Company till such date;

(cxxxv) **“Qualified IPO Date”** means the date which is sixty (60) months from the Closing Date;

(lxiv) “**QPO**” means an underwritten initial public offering of Shares of the Company upon the consummation of which offering at least the higher of (a) twenty-five percent (25%); or (b) statutory stipulated minimum percentage of the outstanding Shares held by Persons other than Original Shareholders and their Affiliates or IFC that may be traded without restriction (other than customary restrictions contained in lock-up agreements with the managing underwriter) in a Relevant Market;

(cxxxvi) **"Register of Members"** means the register of Members to be kept pursuant to the Act;

(cxxxvii) "**Registrar"** means the Registrar of Companies of the State in which the Registered Office of the Company is, for the time being, situate;

(cxxxviii) "**Related Party**" means any Person that:

(i) is an Affiliate of another specified Person;

(ii) serves as a director, officer, partner, executor, or trustee of such specified Person;

(iii) in which such specified Person holds a material interest; or

(iv) that holds a material interest in such specified Person.

With respect to an individual, "Related Party" shall include any individual who is member of such individual's family, and any Person who is a Related Party of that family member. For the purpose of this definition, "material interest" shall mean a direct or indirect ownership of voting Shares representing at least ten percent (10%) of the outstanding voting power or equity of a Person;

(cxxxix) **"Relevant Market"** means the Bombay Stock Exchange or the National Stock Exchange, or any other reputable and internationally recognised automated quotation system(s) or stock exchange(s) acceptable to IFC in its reasonable discretion;

(cxl) **"Retiring Director"** shall have the meaning given to it in Article 125;

(cxli) **"S&EA"** means the social and environmental assessment, including: the site contamination assessment dated 23rd, 26th, 27th, 28th & 29th October 2009 and the remediation plan developed based on the findings of the site contamination assessment; the Summary Report Environmental and Social Risk Management dated August 14, 2009 disclosed by the Company on its website; and the Action Plan, prepared by the Company in accordance with the Performance Standards;

(cxlii) **"S&EA Management System"** means the Company's social and environmental management system, including but not limited to the ISO 22000 certified Food Safety Management System, the ISO 14001 certified Environment, Management System, to be implemented in accordance with the schedule detailed in the Action Plan and the HR Policies and Procedures, enabling the Company to identify, assess and manage risks in respect of its Operations on an ongoing basis; and in accordance with the Performance Standards;

(cxliii) **"Sale Period"** shall have the meaning given to it in Article 92;

(cxliv) **“Sanctionable Practice”** means any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, or Obstructive Practice, as those terms are defined and interpreted in accordance with the Anti-Corruption Guidelines attached as Annex C of the SHA. It is further clarified that for the purposes of Article 113, Part 1 of Annex C of the SHA shall apply and for the purposes of Article 113B, Part 2 of Annex C of the SHA shall apply;

(cxlv) **“Seal"** means the Common Seal, for the time being, of the Company;

(cxlvi) **“Share Equivalents”** means preference Shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, Shares of the Company convertible into or exercisable or exchangeable for Shares;

(cxlvii) **“Shares”** means shares in the share capital of the Company, and includes stock except where a distinction between stock and shares is expressed or implied or any other type of share;

(cxlviii) **“Shareholders”** means collectively, GDL, MC, MLC, Nichirei, IFC, NVP, and any other owner of Shares in the Company;

(cxlix) **“SHA”** means the Shareholders Agreement dated June 14, 2013 between IFC, NVP, GDL, MC, MLC, Nichirei, and the Company;

(cl) **“Special Resolution"** and **"Ordinary Resolution"** shall have the meanings respectively assigned thereto by the provisions of the Act;

(cli) **“Specified Matters"** means:

(a) Change in accounting principles or practices;

(b) Establish a subsidiary;

(c) Execute, amend or terminate a material contract in excess of Rs. 50,00,000 (Rupees fifty lakhs);

(d) Incurring any new borrowing or indebtedness in one (1) transaction or a series of transactions in excess of Rs. 50,00,000 (Rupees fifty lakhs);

(e) Sale or Lien of any asset of the Company, other than in the normal course of business; and

(f) Acquire any capital asset including fixed asset in excess of an aggregate amounting to Rs. 50,00,000 (Rupees fifty lakhs) in any Financial Year;

And “Specified Matter” means any one of them;

(clii) “**SSA**” means the the share subscription agreement dated on June 14, 2013 among the Company, GDL, and NVP;

(cliii) **“Subscription Agreement”** means the Subscription Agreement dated 17 December, 2009 between GDL, IFC, and the Company;

(cliv) **“Subscription Shares”** means the 20,570,000 new equity Shares of the Company issued to IFC;

(clv) **“Third Party Purchaser”** shall have the meaning given to it in Article 93(i);

(clvi) **“Third Party Sale”** shall have the meaning given to it in Article 95C;

(clvii) **“Time Period”** shall have the meaning given to it in Article 87;

(clviii) **“Trade Sale”** means:

(a) any amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction that results in a change of Control of the Company;

(b) the sale or transfer of all or substantially all of the business, operations or assets of the Company taken as a whole; or

(c) any transaction involving the sale of Shares by the Company that results in a change of Control of the Company

in each case, whether effected in one or a series of transactions;

(clix) **“Transaction Documents”** means:

(a) the SHA (together with its annexes and schedules);

(b) the Subscription Agreement (together with its annexures and schedules);

(c) the SSA (together with its annexes and schedules);

(d) [the Put Option Agreement;] and

(e) the Charter;

(clx) **“Transfer”** means to transfer, sell, convey, assign, pledge, hypothecate, gift, create a security interest in or Lien on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily;

(clxi) **“Transfer Notice”** shall have the meaning given to it in Article 72;

(clxii) **“USD”** means United States Dollars being the currency of the United States of America; and

(clxiii) **“World Bank”** means the International Bank for Reconstruction and Development, an international organisation established by articles of agreement among its member countries;

(b) Any reference in these Articles to:-

(i) Any gender. whether masculine, feminine or neuter, shall be deemed to be construed as referring to the other gender or genders, as the case may be;

(ii) Singular number be construed as referring to, the plural number and vice versa;

(iii) "Year" shall be the calendar year;

(iv) "Month" shall be the calendar month;

(v) The marginal notes and catch lines hereto shall not affect the construction or meaning hereof; and

(vi) Save as aforesaid, any words or expressions defined in the Act, but not defined in these Articles and not inconsistent with the subject or context, bear the same meaning herein as assigned to them respectively in the Act.

3. The provisions of these Articles shall be binding on the Company and all Members so as to comply with, effectuate and implement the provisions of the SHA; and every Member shall be deemed to have become a Member on the foregoing basis.

SHARE CAPITAL

4. The authorised capital of the Company is Rs 2,00,00,00,000 (Rupees two Hundred Crores) divided into 20,00,00,000/- (Twenty Crores) Shares of Rs.10/- (Rupees Ten) each with power for the Company to consolidate, convert, sub-divide, reduce or increase the capital and to issue any new Shares with any preferential or special rights and conditions attached thereto subject to the provisions of the Act.

5. The Shareholders shall hold the Shares in the Company in the following proportion and the consideration for the Shares may be in the form of cash or any other mode acceptable to all the Shareholders and permissible as per applicable laws in India:

	Name of Shareholder	Number of Shares	Shareholding Percentage
1	GDL	59,854,018	48.33%
2	Mr. Prem Kishan Gupta jointly with GDL	101	0.00%
3	MC	15,641,000	12.63%
4	MLC	3,632,000	2.93%
5	Nichirei	7,400,000	5.98%
6	Laguna International Pte Ltd	1,952,381	1.58%
7	IFC	15,427,500	12.46%
8	NVP	17,142,857	13.84%
9.	Mr. Gopinath Pillai	4,40,000	0.36%
10.	Mr. Prem Kishan Gupta	4,40,000	0.36%
11.	Mr. Sat Pal Khattar	4,40,000	0.36%
12.	Mr. Karangalpadi Jathindra Mohan Shetty	2,00,000	0.16%
13.	Mr. Shabbir Hassanbhai	1,00,000	0.08%
14.	Mr. Ishaan Gupta	35,000	0.03%
15.	Mr. Michael Philip Pinto	25,000	0.02%
16.	Mr. Arun Agarwal	20,000	0.02%
17.	Mr. Kirpa Ram Vij	3,00,000	0.24%
18.	ESOP Holders	7,86,000	0.63%
	Total	**123,835,857**	**100%**

6. The issued, subscribed and paid up capital shall be Rupees **1,23,83,58,570**/- (Rupees One hundred and Twenty Three Crores Eighty Three Lakhs and Fifty Eight Thousand Five Hundred and Seventy only). The Company's issued Share capital may be increased from time to time by such sum as the Shareholders may agree in writing.

6A. (i) Where, at any time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares then:

(a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares at that date;

(b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;

(c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) shall contain a statement of this right; and

(d) After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the company.

(ii) Notwithstanding anything contained in sub-clause (i), the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (i) hereof) in any manner whatsoever.

(a) If a special resolution to that effect is passed by the company in general meeting, or

(b) Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company;

(iii) Nothing in sub-clause (c) of (i) hereof shall be deemed:

(a) To extend the time within which the offer should be accepted; or

(b) 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.

(iv) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued by the company:

(a) To convert such debentures or loans into shares in the company; or

(b) To subscribe for shares in the company.

Provided that the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

(a) Either has been approved by the central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and

(b) In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the company in General Meeting before the issue of the loans.

It is hereby clarified that any issue of Shares, Share Equivalents or any other security under clause (i) to (iv) of this Article 6A, shall be subject to receipt of prior written consent of IFC in accordance with the provisions of Article 104 and Article 105A and shall also be subject to Article 70 until the listing of Shares of the Company pursuant to an IPO.

7. Anytime after the listing of the Shares of the Company pursuant to an IPO, any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting at) a General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in a General Meeting by Special Resolution. Provided that until listing of the Shares of the Company pursuant to an IPO, the Company may issue debentures for such sum and on terms and conditions the Shareholders may agree from time to time provided that such debentures are issued only to the Shareholders, and if convertible (wholly or in part) to voting or preference capital the conversion shall be pro rata between the Shareholders such that the respective capital / economic interest of the Shareholders, and their respective voting rights, remain unchanged

8. GDL shall maintain a minimum shareholding of forty percent (40%) in the Company until the occurrence of the QPO in accordance with the provisions of the SHA. After the occurrence of a QPO, GDL shall continue to hold a minimum shareholding of twenty six percent (26%) in the Company for a period of twenty four (24) months.

9. GDL shall not Transfer any Shares or Share Equivalents, if any, unless, following such Transfer, GDL remains in compliance with Articles 8 and 9. GDL shall cause the Company, and the company shall:

   (i) Record in its share registry the restrictions on the Transfer of its Shares set forth in Articles 8 and 9, and note such restrictions on the Transfer of its Shares in the stock certificate(s) for Shares issued by the Company, and

   (ii) Refuse to recognise any purported Transfer of the Shares in violation of the SHA or any record or register any such Transfer of the Shares. Any Transfer made in breach of the SHA shall be null and void.

10. During the term of the SHA, the Company shall not issue any Shares or Share Equivalents, if any, (except for Shares and/or Share Equivalents, if any, issued pursuant to ESP in accordance with Article 154) to any Person unless such Person agrees to become a party to the SHA by executing a counterpart signature page to the SHA.

SHARES

11. The Shares shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same, or any of them, to such persons in such proportion and on such terms and conditions and either, at premium or at par or (subject to the compliance with the provisions of Section 79 the Act) at discount and at such time as the Board thinks fit subject to the provisions of the Act, the SHA and these Articles. Subject to IFC Reserved Matters and NVP Reserved Matters, the Directors of the Company at such time as they may from time to time think fit, and with the sanction of the Company in a General Meeting, may give to person or persons the option or right to call for any shares either at a premium or at par during such time and for such consideration as the directors think fit, and may issue and allot shares in the

capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in conduct of its business and any shares which may so be allotted may be issued as fully paid-up shares and if so issued, shall be deemed to be fully paid shares.

Provided that option or right to call shares shall not be given to any person except with the sanction of the Company in a General Meeting.

12. Subject to the provisions, if any, of the Memorandum of Association of the Company and without prejudice to any special rights previously conferred on the holders of existing Shares of the Company and subject to the provisions of clause 3 of Table A and subject to the SHA, Shares in the Company may be issued with such preferred or other special right or such restrictions whether in regard to dividend, return of share capital or others as the Company may from time to time by Special Resolution determine and any preference Shares may be issued as provided in Clause 2 of Table A.

13. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

14. Except as required by law, or ordered by a court of competent jurisdiction, no Person shall be recognised by the Company as holding any Share upon trust, and the Company shall not be bound or required to recognise any equitable, contingent, future or partial interest in any Shares or (except only as by these presents otherwise expressly provided) any right whatsoever in respect of any Share other than an absolute right to the entirety thereof of the registered holder of that Share whose name appears in the Register of Members as the holder of Shares or whose name appears as the beneficial owner of shares in the records of the Depository. However nothing in this Article shall apply to any dematerialised Shares held through a Depository.

15. Every Person whose name is entered as a Member in the Register of Members shall be entitled to receive within three (3) months after allotment or [within two (2) months after the receipt of application for the] registration of Transfer (or within such other period as the conditions of issue shall provide), transmission or sub-division, consolidation or renewal of any of its shares as the case may be,

    (I) one (1) or more certificates in marketable lots, for all his Shares without payment, for all the shares of each class or denomination registered in his name; or

    (II) if the directors so approve, several certificates, each for one or more of his Shares, upon payment of such fee as the Directors so determine for every certificate after the first.

16. Every certificate shall be under the Seal and shall specify the number and distinctive numbers of Shares to which it relates and the amount paid-up thereon and shall be in such form as the directors may prescribe and approve. Where any Share or Shares are held jointly by several persons, the provisions of Article 17 below shall apply.

17. In respect of any Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one (1) certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

18. If any Share Certificate is old, worn out, defaced, mutilated or torn or if there is no further space on the back thereof for endorsement of transfer, then, upon production and surrender of the Share Certificate to the Company, a new Share Certificate may be issued in lieu thereof provided that no fee shall be charged for the issue of such new Share Certificates.

If any Share Certificate is lost or destroyed, then, upon proof thereof to the satisfaction of the Company, and on execution of such indemnity as the Company deem adequate, being given on payment of such fee, not exceeding ` 2, as the Directors may prescribe, a new Share Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Share Certificate.

Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf.

The provision of this Article shall mutatis mutandis apply to debentures of the Company.

DEMATERIALISATION

19. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise / rematerialise its Shares, or any other securities it issues, and offer such Shares in a dematerialised form pursuant to the Depositories Act, 1996 and the rules framed thereunder.

20. The Company shall procure that all Shares held by a Depository shall be dematerialised and fungible. Nothing contained in Sections 153, 153A, 153B, 187B and 187C of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owner.

21. If a Shareholder opts to hold his Shares with a Depository, the Company shall intimate the details of allotment of the Shares to the Depository.

22. Where Shares are held through a Depository, the Company shall recognise records of beneficial ownership received from the Depository on the Company by means that may be prescribed by law from time to time.

23. Subject to Applicable Law and at the request of the beneficial owner of dematerialised Shares the Company shall re-materialise Shares which have been dematerialised and issue the required Share certificate.

24. Nothing contained in the Act or these Articles regarding the necessity to have distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.

25. The Depository concerned shall be deemed to be the registered owner for the purposes of effecting any Transfer of ownership of Shares on behalf of the beneficial owners. However the Depository shall not have any voting rights or any other rights in respect of Shares held by it.

26. Every Person holding Shares of the Company whose name is entered as the beneficial owner in the records of the Depository shall be deemed to be the owner of such Shares and concomitantly shall be deemed to be a Member responsible for any and all liabilities in respect of the Shares.

27. Nothing contained in section 108 of the Act or these Articles shall apply to a Transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a Depository and no instrument of transfer would be required.

CALLS ON SHARES AND FOREFEITURE

28. The Board may, from time to time, make calls upon the Members in respect of any moneys unpaid on their Shares (whether on account of the/ nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no can shall exceed one-fourth of the nominal value of the Share or be payable at less than one (1) month from the date fixed for the payment of the last preceding call.

29. Each Member shall, subject to receiving at least fourteen (14) 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.

30. A call may be revoked or postponed at the discretion of the Board.

31. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

32. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

33. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at five per cent per annum or at such lower rate, if any, as the Board may determine.

34. The Board shall be at liberty to waive payment of any such interest wholly or in part.

35. 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 regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

36. The Board-

(i) may, if it thinks fit, subject to provisions of Section 92 of the Act, agree to and receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Shares held by him beyond the sums actually called for; and

(ii) upon all or any of the moneys so advanced, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the members paying such sum, in advance, and the Directors agree upon, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

37. If any Member fails to pay calls or instalments of calls on the day appointed for payment or any extension thereof as aforesaid the Directors may at any time thereafter serve a notice on him requiring him to pay the call with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name a further day (not earlier than expiration of fourteen (14) days from the date of service of notice) and a place or places on and at which such call or instalment and such interest thereon at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time appointed, the same in respect of which the call was made would be liable to be forfeited.

38. If the requirements of any notice are not complied with by a Member, any Share of such Member, in respect of which a notice on him has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by resolution of the Board of Directors to that effect. Such forfeiture shall include in the case of Shares, all dividends declared or any other money payable in respect of the forfeited Shares or debentures and not actually paid before the forfeiture.

39. When any Share or debenture has been so forfeited, notice of the forfeiture shall be given to the Member or debenture holder in whose name it stood immediately prior to the forfeiture and a entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members or register of debenture holders but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

40. A forfeited or surrendered Share shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of on such terms and in such manner as the Board may unanimously decide and at any time before a sale or disposal of the forfeiture may be cancelled.

41. The provisions of the Articles shall mutatis mutandis apply to the calls on and forfeiture of debentures of the Company.

BUY BACK OF SHARES

42. (i) In the event of either GDL or IFC determining, in its respective sole discretion, to exercise the Buy-Back Option, it shall, by a notice in writing (the **"Notice of Buy-Back"**), notify the Company and the Original Shareholders and NVP of its decision to exercise the Buy-Back Option. The Buy-Back shall be completed by the Company within a period of thirty (30) days from the date of the Notice of Buy-Back, provided that the Company shall make best efforts to seek and obtain all applicable governmental approvals within such thirty (30) day period. In the event that all of the IFC Buy-Back Shares cannot be bought back/ redeemed by the Company solely due to Applicable Law (including the requirements of section 77A of the Act) or a deficit in cash available with the Company for such buy-back, and if on the date of the Notice of Buy-Back, the number of IFC Buy-Back Shares that may then be bought back is less than the total number of IFC Buy-Back Shares, then the remaining IFC Buy-Back Shares shall be purchased by GDL in accordance with the terms of Article 89 below.

(ii) The buy-back price per Share ("**Buy-Back Price**") shall be subject to Applicable Law and shall be equal to the Equity Value of the Company, based on the audited financial statements of the Company for the immediately preceding Financial Year, divided by the total number of issued Shares of the Company. If due to operation of Applicable Law, the Buy-Back Price is higher than the price determined in accordance with the Applicable Law, GDL shall pay IFC the difference between the Buy-Back Price and the price determined on the basis of Applicable Law, or the parties shall take such steps, as required by IFC, to ensure that IFC receives the Buy-Back Price for the IFC Buy-Back Shares.

(iii) Each of the Original Shareholders of the Company and NVP shall vote in favour of the Buy-Back Option set out in this Article 42 and waive any rights they may have that would prevent the exercise of the Buy-Back Option in favour of IFC.

43. The Japanese Partners (jointly and not severally) shall be entitled to require the Company to buy–back all of its shareholding of the Company at an aggregate token consideration of approximately USD 1/- (United States Dollars One Only), subject to Applicable Law. In the event of any of the Japanese Partners determining to exercise its buy-back right under these

Articles, subject to an agreement amongst the Japanese Partners, such Japanese Partner shall notify the Company and IFC in writing its decision to exercise its buy-back right, which shall be binding on all of the other Japanese Partners who shall also offer their Shares in accordance with this Article 43. The Company shall within a period of thirty (30) days in consultation with IFC, convey the time period in which such buy-back shall be completed, provided that subject to Applicable Law, the Company shall complete such buy-back within twelve (12) months from the date of receipt of the notice from the Japanese Partner requesting the Company to buy-back its Shares.

43A. In the event of either GDL or NVP determining to exercise the NVP Buy-back Option, it shall, by giving a notice in writing ("**NVP Notice of Buy-Back**"), notify the Company, IFC and the Original Shareholders of its decision to exercise the NVP Buy-back Option. The buy-back shall be completed by the Company within a period of thirty (30) days from the date of the NVP Notice of Buy-Back, provided that the Company shall make best efforts to seek and obtain all applicable governmental approvals within such thirty (30) day period. In the event that all of the NVP Buy-back Shares cannot be bought back/ redeemed by the Company solely due to Applicable Law (including the requirements of Section 77A of the Act) or a deficit in cash available with the Company for such buy-back, and if on the date of the NVP Notice of Buy-Back, the number of NVP Buy-back Shares that may then be bought back is less than the total number of NVP Buy-back Shares, then the remaining NVP Buy-back Shares shall be purchased by GDL in accordance with the terms of Article 95E below:

(i) The buy-back price per share ("**NVP Buy-back Price**") shall be subject to Applicable Law and shall be at a price which represents an IRR of fifteen percent (15%) on the NVP Subscription Amount. If due to operation of Applicable Law, the NVP Buy-back Price is higher than the price determined in accordance with the Applicable Law, GDL shall pay NVP the difference between the NVP Buy-back Price and the price determined on the basis of Applicable Law, or the parties shall take such steps, as required by NVP, to ensure that NVP receives the NVP Buy-back Price for the NVP Buy-back Shares.

(ii) Each of the Original Shareholders of the Company and IFC shall vote in favour of the NVP Buy-back Option set out in this Article 43A and waive any rights they may have that would prevent the exercise of the NVP Buy-back Option in favour of NVP.

LIEN

44. (i) The Company shall have a first and paramount lien which shall extend also to all dividends payable thereon:-

(a) On every Share / debentures (other than fully paid up Shares) registered in the name of each member (whether solely or jointly with others), and upon proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of the Share / debentures and no equitable interest in any Share shall be created except upon the footing and condition that these Articles shall have full effect.

(b) On all Shares standing registered in the name of a single Person for all moneys presently payable by him or his estate to the Company.

(ii) Unless otherwise agreed, the registration of a transfer of Shares / Debentures shall operate as a waiver of the Company's lien, if any, on such Shares / Debentures;

(iii) The Directors may, at any time, declare any Shares / Debentures, wholly or in part to be exempt from the provisions of this clause.

(iv) Fully paid Shares shall be free from all lien and that in the case of partly paid Shares, the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such Shares.

TRANSFER AND TRANSMISSION

45. Subject to the provisions of the Act, the SHA and these Articles a Member may, at any time, Transfer all or any part of the Shares held by him, to any Person.

46. The instrument of transfer of any Share shall be in writing and all the provisions of section 108 of the Act shall be duly complied with in respect of all transfer of Shares and registration thereof.

47. In the case of Transfer or transmission of Shares or other marketable securities where the Company has not issued any certificates and where such Shares or securities are being held in any electronic and fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.

48. The instrument of transfer of any Share in the Company shall be executed by or on behalf of both the transferor and transferee. A common form of transfer shall be used.

49. 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.

50. Subject to the provisions of Section 111A, these Articles, the SHA and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a Member in or debentures of the Company.

51. The Board may also decline to recognize any instrument of transfer unless.

(i) 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

(ii) the instrument of transfer is in respect of only one class of Shares.

51A. The registration of 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 issuer on any account whatsoever except where the Company has a lien on the Shares.

51B. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

52. Subject to the provisions of section 154 of the Act, the registration of transfer may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

53. No fee shall be charged for registration of transfer, transmission, probate, succession certificate, letters of administration, certificate of death or marriage, power of attorney, or other similar instrument.

54. On the death of a Member, the survivor or survivors where the Member was a joint holder, and his legal representatives where he was a sole holder, shall be only persons recognised by the Company as having any title to his interest in the Shares. Nothing in this Article 54 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.

55. Any Person becoming entitled to a Share in consequence of the death or insolvency of a Member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-

(i) to be registered himself as holder of the Share; or

(ii) to make such transfer of the Share as the deceased or insolvent Member could have made.

(iii) the Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent Member had transferred the Share before his death or insolvency.

56. 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.

57. If the Person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.

58. 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.

59. 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 moneys payable in respect of the Share, until the requirements of the notice have been complied with.

60. The Company may, by Ordinary Resolution,

(i) convert any paid-up Shares into stock; and

(ii) reconvert any stock into paid-up Shares of any denomination.

61. The holders of stock may Transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the Shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.

62. 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.

63. Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid-up Shares shall apply to stock and the words "Share" and "Shareholder" in those regulations shall include "stock" and "stock holder" respectively.

64. The bearer of a share warrant may at any time deposit the share warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Shares included in the deposited warrant. Provided that

(i) Not more than one Person shall be recognized as depositor of the share warrant.

(ii) The Company shall, on two (2) day's written notice, return the deposited where warrant to the depositor.

65. Subject as herein otherwise expressly provided, no Person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privilege of a Member at a meeting of the Company, or be entitled to receive any notices from the Company.

66. The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the Shares included in the share warrant, and he shall be a Member of the Company.

67. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

68. The Company may, by Special Resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by Applicable Law,-

(i) its Share capital;

(ii) any capital redemption reserve account; or

(iii) any share premium account.

69. Except as otherwise set forth in these Articles, the IFC Shares shall be freely transferable and tradable.

PREEMPTIVE RIGHT

70. (i) Unless otherwise determined by the Company in a general meeting by a Special Resolution of its Shareholders and approved by IFC in accordance with the provisions of Article 104 and the SHA, all Shareholders shall have the right to subscribe their Pro-rata Share of New Securities as of immediately prior to the issuance of the New Securities.

(ii) If the Company proposes to issue New Securities, it shall give the Shareholders written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying each Shareholder's Pro-rata Share of such issuance. Each Shareholder shall have thirty (30) days after any such notice is mailed or delivered to agree to subscribe up to its Pro-rata Share of the New Securities for the price and on the terms specified in such notice.

IFC'S TAG ALONG RIGHTS

71. In the event GDL proposes to Transfer (directly or indirectly) any Shares or Share Equivalents, if any, to a third party transferee (a **"Buyer"**), such that its aggregate shareholding following such Transfer falls below fifty one percent (51%) of the total share capital of the Company, IFC shall have the right to participate in such Transfer in accordance with Articles 71 to 76.

72. GDL will promptly, but, in any case, not later than thirty (30) days prior to the proposed date of closing of any such Transfer give notice (the **"Transfer Notice"**) to IFC. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including but not limited to the number of Shares and/or Share Equivalents, if any, to be Transferred, the consideration to be paid, other material terms and conditions of the proposed Transfer, and the name and address of the third party transferee(s). IFC shall have the right to participate in the proposed Transfer by notifying GDL within a period of thirty (30) days from IFC's receipt of the Transfer Notice (the **"Exercise Period"**) the number of Shares and/or Share Equivalents, if any, it wishes to Transfer.

73. Any Transfer by IFC shall be made on the same terms and conditions as described in the Transfer Notice. However, IFC shall not be required to make any representation or warranty to the Buyer, other than as to good title to any Shares and/or Share Equivalents, if any, IFC proposes to Transfer, absence of material Liens with respect to such Shares and/or Share Equivalents, if any, and customary representations concerning IFC's power and authority to undertake the proposed Transfer, and the validity and enforceability of IFC's obligations in connection with it.

74. GDL shall have a period of thirty (30) days from the expiration of the Exercise Period in which to Transfer to the Buyer the Shares and/or Share Equivalents, if any, proposed to be Transferred (including, if applicable, any Shares and/or Share Equivalents, if any, to be Transferred by IFC), upon terms and conditions (including consideration for the Transfer) no more favourable than those specified in the Transfer Notice. If GDL does not complete the Transfer within such period, IFC's tag along rights shall be applicable to any subsequent proposed Transfer by GDL.

75. To the extent that any Buyer refuses to purchase Shares and/or Share Equivalents, if any, from IFC hereunder, GDL shall not Transfer to that Buyer any of their Shares and/or Share Equivalents, if any, unless, prior to or simultaneously with such Transfer, GDL shall acquire from IFC the Shares and/or Share Equivalents, if any, that IFC wishes to Transfer.

76. In the event GDL proposes to Transfer any of its Shares and/or Share Equivalents, if any, in accordance with Article 71, any Japanese Partner shall be entitled to attend negotiations between GDL and the Buyer with an intention to Transfer all or part of such Japanese Partner's Shares and/or Share Equivalents, if any, in the Company (**"Japanese Partner's Request Shares"**) to such Buyer. GDL shall use its best efforts to facilitate the Transfer of such Japanese Partner's Request Shares to the Buyer. It is agreed amongst the parties that the rights of the Japanese Partners to Transfer the Japanese Partner's Request Shares and obligations of GDL under this Article 76 shall be effective only:

(i) if IFC does not exercise its tag along rights; or

(ii) following the exercise and satisfaction of IFC's right to tag along under Articles 71 to 76A.

76A. IFC's tag along right shall be independent from NVP's tag along right (as provided in Article 95H) and NVP's tag along right above shall not affect, in any way, IFC's tag along right as provided in the Articles 71 to 76A.

OFFERING RIGHTS

77. The Company and GDL shall use their best efforts to achieve a QPO no later than 1 April, 2016. Following such date, IFC shall have the right to require the Company to undertake a Company Offering by giving notice to the Company. Upon receipt of such notice, the Company shall use its best efforts to undertake a Company Offering in accordance with Articles 77 to 85 and to include in such Company Offering all of the Offer Securities and other material terms specified by IFC in such notice, including but not limited to, appointment of an internationally recognised investment bank reasonable acceptable to IFC to advise on such Company Offering.

78. If the Company proposes to undertake any Company Offering, the Company shall give notice to IFC promptly of its intention to do so, specifying the other material terms of such proposed offering. Upon the request of IFC delivered to the Company within thirty (30) days after receipt of the Company's notice, the Company shall use its best efforts to include in such Company Offering all of the Offer Securities specified by IFC in a request delivered to the Company within twenty (20) days after the date of the Company's notice.

79. If a Company Offering is an underwritten offering, and the managing underwriter advises the Company that, in its opinion, the number of Shares and/or securities proposed to be included in such Company Offering should be limited due to market conditions, then the Company shall so advise IFC, and the number of Shares and/or securities to be included in such Company Offering shall be allocated:

(i) first, to the Company for securities being sold for its own account,

(ii) second, to IFC, and

(iii) finally, to other selling holders of such Shares or securities, if any.

Notwithstanding any such limitation, if the Company lists its Shares on any securities exchange or other trading market, the Company shall, to the fullest extent permitted by Applicable Law, take all such actions as may be necessary or appropriate to list all Shares, or Shares issued or issuable in respect of Share Equivalents, if any, owned by IFC, such that such Shares will be freely tradable by IFC on such market.

80. Subject to Applicable Law, the Company shall pay all Offering Expenses incurred in connection with each Company Offering, including but not limited to any costs reasonably incurred by IFC in connection with its participation or proposed participation in any such offering (other than customary underwriter discounts).

81. If a Company Offering involves an underwritten offering, and IFC has elected to participate in such offering, IFC shall sell the Offer Securities to be included in such offering to the underwriters selected by the Company on the same terms and conditions as apply to the Company or the relevant Original Shareholder. However, IFC shall not be required to make any representation or warranty to any Person in connection with such offering except:

(i) that it has good title to and that there are no Liens on the Offer Securities or other securities, as the case may be, to be sold by IFC, and

(ii) its authority to enter into, and the validity and binding effect of, any agreements made by IFC in connection with such offering.

82. To the extent permitted by law, the Company will indemnify and hold harmless IFC and NVP, and each of its officers, Directors, employees and consultants, and legal advisers, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on:

(i) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering document,

(ii) any failure to state therein a material fact necessary to make the statements therein not misleading, and

(iii) any violation of Applicable Law (including but not limited to, securities laws and exchange requirements applicable to such Company Offering, IPO or Qualified IPO);

provided, that the Company shall not be liable under this Article to the extent that any such loss, claim or liability is based on any written statement furnished by IFC to the Company expressly for inclusion in such offering document.

83. The parties agree that IFC, the Japanese Partners and/or NVP shall not be deemed to be a Promoter of the Company for the purpose of any Company Offering and the Shares and Share Equivalents, if any, held by IFC, the Japanese Partners and/or NVP shall not be subject to any statutory or regulatory moratorium imposed in connection with such Company Offering. The Company and the Promoters shall at their own cost make any and all applications to statutory and regulatory Authorities that may be required to obtain any necessary Authorization or exemption.

84. So long as IFC continues to be a Shareholder of the Company and following the completion of the QPO, the Company and the Original Shareholders shall, subject to Applicable Laws, continue to comply with the IFC Policy Covenants, Affirmative Covenants, Other Covenants, GDL's Share retention obligations (as set out in Articles 8 and 9), and Non Compete Obligations to the extent such obligations are applicable to that party.

IFC EXIT

85. (i) If no QPO has been completed on or prior to April 1, 2016, then at any time commencing on April 1, 2016 and ending on the consummation of a QPO (**"Exit Period"**), or

(ii) if at any time during the SHA, the Company fails to abide by the IFC Policy Covenants or fails to materially abide by the Affirmative Covenants, or fails to materially abide the Other Covenants, and / or GDL fails to comply with its Share retention obligations (as set out in Articles 8 and 9), IFC shall have the right (but not the obligation) to exercise its rights to sell all or part of the IFC Shares in accordance with Articles 42 and 85 to 90.

86. In the event IFC decides to exercise its option to sell all or part of the IFC Shares, it shall provide a notice (the "Exit Notice") to the Company and GDL with a copy to the other Original Shareholders and NVP informing them of their decision to exit the Company and the number of IFC Shares or Share Equivalents, if any, to be sold ("IFC Sale Shares").

87. Upon receipt of the Exit Notice, GDL shall, within the completion of fifteen (15) days from the receipt of the Exit Notice ("**Time Period**"), determine in its sole discretion to:

(i) purchase all of the IFC Sale Shares in accordance with the terms and conditions as set forth in Article 90 below; or

(ii) determine to facilitate the sale of the IFC Sale Shares through a combination of Buy Back of Shares in accordance with the provisions of Article 89 below to the extent permissible by Applicable Law and purchase such number of the IFC Sale Shares which cannot be bought back by the Company, under or pursuant to Applicable Law, in accordance with the terms and conditions as set forth in Article 90 below.

88. In the event GDL does not respond upon the expiry of the Time Period, IFC in its sole discretion may exercise one or a combination of the following options:

(i) require the Company to buy back (the "**Buy-Back Option**"), subject to Applicable Law, IFC Sale Shares (**"IFC Buy-Back Shares"**) in accordance with Article 42; or

(ii) require GDL to purchase the IFC Sale Shares (**"IFC Put Shares"**) in accordance with the terms of Put Option Agreement (**"IFC Put Option"**); or

(iii) require GDL to sell up to fifteen percent (15%) of the total Share capital of the Company (**"IFC's Drag Along"**) in accordance with the terms of Article 90.

89. (i) In the event of GDL determining to purchase all of the IFC Sale Shares in accordance with the provisions of Article 87 it shall, by a notice in writing (the **"Notice to Buy"**), notify the Company and IFC of its decision to purchase such IFC Sale Shares. The purchase of the IFC Sale Shares shall be completed by GDL within a period of thirty (30) days from the date of the Notice to Buy and the purchase price per Share (**"Purchase Price"**) shall be equal to the Equity Value of the Company, based on the audited financial statements of the Company for the immediately preceding Financial Year, divided by the total number of issued Shares of the Company.

(ii) In the event GDL is required to purchase the remaining IFC Buy-Back Shares in accordance with Article 42(i) above, GDL shall within a period of seven (7) days from the expiry of the thirty (30) days period referred to in Article 42(i) purchase such remaining IFC Buy-Back Shares at the Purchase Price.

DRAG ALONG RIGHTS

90. In the event of IFC determining, in its sole discretion, to exercise its Drag Along Rights, then, IFC shall identify and receive an offer from an investor or any third party purchaser to acquire a stake in the Company. Upon receipt of such sale offer, IFC shall have the option to call on GDL to offer not more than fifteen percent (15%) of the total Share capital of the Company to such third party purchaser or investor (**"Drag Along Shares"**) and GDL shall be obliged to offer such of its Shares as may be required by IFC, provided however that IFC shall exercise its Drag Along Rights only if IFC is selling all of its Shares in the Company at the same time. Such Drag Along Right shall be exercised by a written notice (**"Offer Notice"**) from IFC to GDL and the effective date of its exercise shall be the date of the receipt by GDL of the Offer Notice. The Offer Notice shall set forth the identity of the proposed strategic investor, if any; the number of Shares proposed to be acquired and the price to be received relating to such transfer. Any resulting sale or acquisition shall be completed within the period of time stipulated in the Offer Notice, which period shall not be less than thirty (30) days.

RIGHT OF FIRST OFFER

91. If IFC proposes to Transfer directly or indirectly its Shares or Share Equivalents, if any, to a Person other than an Affiliate (the **"IFC Third Party Purchaser"**) IFC shall give a notice in writing (an **"IFC Transfer Notice"**) to the Company and GDL stating the number of Shares it wishes to transfer (the **"Offered Shares"**) and any other terms applicable to such intended transfer, if any.

92. GDL shall have fifteen (15) days from the date of the offer (the **"Offer Period"**) to decide and notify IFC in writing of the maximum number (if any) of Offered Shares which it wishes to purchase along with the proposed offer price for such Offered Shares. If IFC agrees to the offer price proposed by GDL, IFC shall sell the Offered Shares to GDL with a period of sixty (60) days (**"Sale Period"**). However, if (i) IFC and GDL do not agree on the offer price proposed by GDL within a period of thirty (30) days from the notice of GDL to purchase the Offered Shares, or (ii) GDL fails to purchase the Offered Shares within Sale Period, IFC shall be free to sell the Offered Shares to a third party at a price higher than the price offered by GDL.

JAPANESE PARTNERS' EXIT

93. (i) If MC proposes to Transfer directly or indirectly its Shares or Share Equivalents, if any, to a Person other than an Affiliate (the "**Third Party Purchaser**") MC shall give a notice in writing (a "**MC Transfer Notice**") to the Company and GDL stating the number of Shares it wishes to transfer (the **"MC Offered Shares"**) and any other terms applicable to such intended transfer, if any.

(ii) GDL shall have sixty (60) days from the date of the offer (the **"MC Offer Period"**) to decide and notify MC in writing of the maximum number (if any) of MC Offered Shares which it wishes to purchase. Upon such notice given by GDL, MC and GDL shall agree upon the purchase price for the MC Offered Shares. If GDL and MC agree on a purchase price, MC shall sell the MC Offered Shares to GDL within a period of sixty (60) days from the notice of GDL to purchase the MC Offered Shares (**"MC Sale Period"**). However, if:

(a) MC and GDL do not agree on the purchase price within a period of thirty (30) days from the notice of GDL to purchase the MC Offered Shares, or

(b) GDL fails to purchase the MC Offered Shares within MC Sale Period, MC shall be free to sell the MC Offered Shares to a third party at a price which shall not be less than the price offered by MC to GDL.

94. If GDL fails to comply with its *Share Retention obligations* (as set out in Articles 8 and 9 above), Japanese Partners shall, jointly, have the right (but not the obligation) to, at their sole discretion, require GDL to purchase all and not part of their respective shareholding in the Company (**"Japanese Partners' Put Shares"**). It is agreed amongst the parties that the rights of the Japanese Partners under this Article 94 shall be effective only:

(a) if IFC does not exercise its Exit Rights in accordance with Articles 85 to 89 above or the provisions of the Put Option Agreement within ninety (90) days from the date of receipt of the Japanese Partners' notice by IFC; or

(b) following the exercise and satisfaction of any of IFC's Exit Rights under Articles 8 and 9 or in accordance with the Put Option Agreement in the event that IFC has notified the

Japanese Partners of its intention to exercise any of its Exit Rights within ninety (90) days from the date of receipt of the Japanese Partners' notice by IFC.

95. In the event of the Japanese Partners determining to exercise the Japanese Partners' Put Option, the Japanese Partners shall, by a notice in writing, notify GDL (with a copy to IFC) of their decision to exercise their Put Option in accordance with Articles 94 and 95 at a price equivalent to the average of the fair value as determined by two independent accountants appointed by each of GDL and the Japanese Partners (the **"Japanese Partners' Put Amount"**), subject to Applicable Law. If the Japanese Partners give such written notice to GDL in this behalf, GDL shall have thirty (30) days from the date thereof to pay the Japanese Partners' Put Amount to the Japanese Partners and conclude the purchase of the Japanese Partners' Put Shares.

NVP EXIT

95A. In the event that the Company fails to consummate an IPO, the Company shall ensure that the Company takes the requisite steps to complete a Qualified IPO on or prior to the Qualified IPO Date. If a Qualified IPO is not completed within such date, NVP shall have the right (but not the obligation) to exercise its rights to sell all or part of the NVP Shares in accordance with Articles in 95B to 95E.

95B. In the event NVP decides to exercise its option to sell all or part of the NVP Shares, it shall provide a notice ("**NVP Exit Notice**") to the Company and GDL with a copy to IFC and the Original Shareholders informing them of NVP's decision to exit the Company and the number of NVP Shares or Share Equivalents, if any, to be sold ("**<u>NVP Sale Shares</u>**").

95C. Upon receipt of the NVP Exit Notice, GDL shall, within completion of fifteen (15) days from the receipt of NVP Exit Notice ("**NVP Time Period**"), determine in its sole discretion to: (i) purchase all of the NVP Sale Shares in accordance with the terms and conditions as set forth in Article 95E below or (ii) determine to facilitate the sale of the NVP Sale Shares through a combination of buy back of Shares in accordance with the provisions of Article 43A above to the extent permissible by Applicable Law and purchase such number of the NVP Sale Shares which cannot be bought back by the Company, under or pursuant to Applicable Law, in accordance with the terms and conditions as set forth in Article 95E below, or (iii) facilitate a transaction whereby all the NVP Shares are purchased by a third party purchaser ("Third Party Sale"). The price per share at which GDL provides exit to NVP in any of the manners envisaged in this Article 95C shall be so computed such that it represents an IRR of fifteen percent (15%) the NVP Subscription Amount.

95D. In the <u>event</u> GDL does not respond upon the expiry of the Time Period, NVP in its sole discretion <u>may</u> exercise one or a combination of the following options:

(a) require the Company to buy-back ("**<u>NVP Buy-back Option</u>**"), subject to Applicable Law, the NVP Sale Shares ("**<u>NVP Buy-back Shares</u>**") in accordance with Article 43A; or

(b) require GDL to purchase the NVP Sale Shares ("**<u>NVP Put Option Right</u>**") in accordance with the terms of Article 95E.

95E. **Purchase of Shares by GDL from NVP**

(i) In the event of GDL determining to purchase all of the NVP Sale Shares in accordance with the provisions of Article 95C above it shall, by providing a notice in writing ("**<u>GDL Purchase Notice</u>**"), notify the Company and NVP of its decision to purchase such NVP Sale Shares.

(ii) In the event of NVP exercising its NVP Put Option Right under Article 95D(b), NVP shall, by providing a notice in writing ("**NVP Put Option Notice**"), notify the Company and NVP of its decision to exercise NVP Put Option Right.

(iii) The purchase of the NVP Sale Shares shall be completed by GDL within a period of thirty (30) days from the date of the GDL Purchase Notice or NVP Put Option Notice, as applicable. The price at which GDL shall purchase the NVP Sale Shares shall represent a minimum IRR of fifteen percent (15%) on the NVP Subscription Amount;

(iv) In the event GDL is required to purchase the remaining NVP Buy-back Shares in accordance with Article 43A(i) above, GDL shall within a period of seven (7) days from the expiry of the thirty (30) days period referred to in Article 43A(i) purchase such remaining NVP Buy-back Shares at the Purchase Price.

95F. **NVP's Drag Along Right**: In the event that a Qualified IPO is not conducted within the seventy two (72) months from Closing (as defined in the SSA) and if NVP is not provided an exit from the Company as per Articles 95A to 95E above, then, NVP may, at its discretion, seek to exercise the drag along right provided herein ("**NVP Drag Along Right**"). Upon NVP determining, in its sole discretion**,** to exercise the NVP Drag Along Right**,** NVP shall identify and receive an offer from an investor or any third party purchaser to acquire a stake in the Company. Upon receipt of such sale offer, NVP shall have the option to call on GDL to offer not more than fifteen percent (15%) of the total share capital of the Company to such third party purchaser or investor and GDL shall be obliged to offer such of its Shares as may be required by NVP, provided however that NVP shall exercise its Drag Along Right only if NVP is selling all of its Shares in the Company at the same time. Such Drag Along Right shall be exercised by a written notice ("**NVP Drag Notice**") from NVP to GDL and the effective date of its exercise shall be the date of the receipt by GDL of the NVP Drag Notice. The NVP Drag Notice shall set forth the identity of the proposed strategic investor, if any, the number of Shares proposed to be acquired and the price to be received relating to such transfer. The price at which the NVP Drag Along Right is effected shall represent a minimum IRR of fifteen percent (15%) on the NVP Subscription Amount, after adjusting for dividends received. Any resulting sale or acquisition shall be completed within the period of time stipulated in the NVP Drag Notice, which period shall not be less than thirty (30) days.

95G. **NVP's Right to First Offer**

(i) If NVP proposes to Transfer, directly or indirectly, its Shares or Share Equivalents, if any, to a Person other than an Affiliate, NVP shall give a notice in writing to the Company and GDL stating the number of Shares it wishes to transfer ("**NVP Offered Shares**") and any other terms applicable to such intended transfer, if any.

(ii) GDL shall have fifteen (15) days from the date of the notice to decide and notify NVP in writing of the maximum number (if any) of Offered Shares which it wishes to purchase along with the proposed offer price for such NVP Offered Shares. If NVP agrees to the offer price proposed by GDL, NVP shall sell the NVP Offered Shares to GDL with a period of sixty (60) days. However, if (i) NVP and GDL do not agree on the offer price proposed by GDL within a period of thirty (30) days from the notice of GDL to purchase the NVP Offered Shares, or (ii) GDL fails to purchase the Offered NVP Shares within Sale Period, NVP shall be free to sell the Offered Shares to a third party, not being a Person engaged in Competing Business, at a price higher than the price offered by GDL.

95H. **NVP's Tag Along Right**

(i) In the event that the Company fails to consummate an IPO, and where GDL proposes to Transfer any of its Shares or Share Equivalents, if any, to a Buyer, such that the number of Shares or Share Equivalents proposed to be Transferred aggregate to ninety percent (90%) or more of GDL's total holding in the Company, NVP shall have the right to participate in such Transfer by requiring the purchaser of GDL's Shares or Share Equivalents to simultaneously purchase all or a part of the NVP Shares.

(ii) GDL will promptly, but in any case not later than thirty (30) days prior to the proposed date of closing of any such Transfer give the Transfer Notice to NVP. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including but not limited to the number of Shares and/or Share Equivalents, if any, to be Transferred, the consideration to be paid, other material terms and conditions of the proposed Transfer, and the name and address of the third party transferee/s. NVP shall have the right to participate in the proposed Transfer by notifying GDL within a period of thirty (30) days from NVP's receipt of the Transfer Notice ("**NVP Exercise Period**"), the number of Shares and/or Share Equivalents, if any, it wishes to Transfer.

(iii) Any Transfer by NVP shall be made on the same terms and conditions as described in the Transfer Notice. However, NVP shall not be required to make any representation or warranty to the Buyer, other than as to good title to any Shares and/or Share Equivalents, if any, NVP proposes to Transfer, absence of material Liens with respect to such Shares and/or Share Equivalents, if any, customary representations concerning NVP's power and authority to undertake the proposed Transfer, and the validity and enforceability of NVP's obligations in connection with it.

(iv) GDL shall have a period of thirty (30) days from the expiration of the NVP Exercise Period to Transfer to the Buyer the Shares and/or Share Equivalents, if any, proposed to be Transferred (including, if applicable, the Shares and/or Share Equivalents, if any, to be Transferred by NVP), upon terms and conditions (including consideration for the Transfer) no more favorable than those specified in the Transfer Notice. If GDL does not complete the Transfer within such period, NVP's tag along rights shall be applicable to any subsequent proposed Transfer by GDL.

(v) To the extent that any Buyer refuses to purchase Shares and/or Share Equivalents, if any, from NVP hereunder, GDL shall not Transfer to that Buyer any of their Shares or Share Equivalents, if any, unless, prior to or simultaneously with such Transfer, GDL acquires from NVP, the Shares and/or Share Equivalents, if any, that NVP wishes to Transfer.

(vi) NVP's tag along right shall be independent from IFC's tag along right (as provided in Articles 71 to 76A) and IFC's tag along right above shall not affect, in any way, NVP's tag along right as provided in this Article 95H.

95I. At any time during the term of the SHA, NVP may freely Transfer whole or part of the NVP Shares to any Person subject to (i) Article 95G and (ii) the proposed transferee not being engaged in Competing Business.

96. The Company shall keep a book, to be called the "Register of Transfers and Transmissions", and therein shall be fairly and distinctly entered the particulars of every transfer and transmission of Shares.

97. Only fully paid Shares or debentures shall be transferred to a minor, acting through his/her legal or natural guardian. Under no circumstances, Shares or debentures be transferred to any insolvent or a Person of unsound mind.

98. The provisions of these Articles shall mutatis mutandis apply to the transfer or transmission by operation of law, of debentures of the Company.

GENERAL MEETING

99. Not less than twenty-one (21) days prior written notice of all general meetings shall be given to the Shareholders of the Company at their respective addresses notified by them to the Company in writing.

100. An agenda setting out the business proposed to be transacted at a general meeting shall be circulated by the Company to each Shareholder at least twenty-one (21) days prior to the date of the general meeting. However, General Meetings may be convened at a shorter notice with the written consent of all the shareholders. No business shall be transacted at any general meeting duly convened and held other than that specified in the notice without the prior consent of Shareholders holding a majority of the Shares then outstanding.

101. The Board shall provide the Company's previous Financial Year's audited financial statements to all Shareholders at least thirty (30) days before the Annual General Meeting is held to approve and adopt such audited financial statements.

102. The quorum for a General Meeting shall not be less than six (6) Shareholders, personally present and holding a majority of the Shares then outstanding.

103. In the absence of a valid quorum at a general meeting, duly convened and held, the meeting shall be adjourned to the same time or place not earlier than ten (10) days but no later than twenty-one (21) days thereafter as the Chairman may determine.

CONSENT RIGHTS

104. So long as IFC continues to hold at least five percent (5%) of the shareholding in the Company, the Company shall not take any decisions or pass any resolutions on the following matters ("**IFC Reserved Matters**") at any Board meeting or general meeting, without the prior written consent of IFC:

(i) Amend or repeal the Charter of the Company in any way which may alter or change the rights, privileges or preferences of the IFC Shares;

(ii) create, authorize or issue any Shares, Share Equivalents or other equity security (other than as required by the SSA and in connection with the IPO, QPO and Qualified IPO) or any cancellation, redemption, buy back or repurchase of Shares or other securities or Share Equivalents or options to purchase stock by the Company;

(iii) any increase in the Share capital of the Company by way of a public offering of Shares including any issuance of any new securities at a valuation lower than the IFC Subscription Price other than issue of Shares to employees of the Company in accordance with the ESP to the extent of five percent (5%) of the total shareholding of the Company;

(iv) authorize or undertake any Trade Sale or Liquidation Event, or any other form of restructuring including restructuring of the Company's authorized and paid up share capital or any transaction involving the merger, demerger, amalgamation or other reorganisation of the Company, or any public offering of Shares or Share Equivalents of the Company (other than an IPO, QPO or Qualified IPO), if any;

(v) any acquisition of Shares by GDL from any Shareholder at a price less than INR 35 (Indian Rupees Thirty Five only) per Share, excluding the acquisition of NVP Shares by GDL pursuant to Articles 85 to 90.

(vi) authorize or undertake any reduction of capital;

(vii) change the primary business of the Company;

(viii) enter into any agreement, arrangement or transaction with any Related Party of the Company or any Original Shareholder, above Rs. 5,00,000/- (Rupees five lakhs only);

(ix) remove or replace the Auditors or change the Financial Year of the Company, unless it is a firm of international repute forming one of the big 4 accounting firms;

(x) acquire or invest in one or more corporations, partnerships, associations or other business organizations or similar Persons, for total consideration in excess of Rs 50,00,000/- (Rupees fifty lakhs only) in the aggregate in any Financial Year;

(xi) directly or indirectly declare, authorize or make any Distribution on any Shares or Share Equivalents, if any, inconsistent with the Dividend Policy attached as Annex B of the SHA, other than repurchases of Shares and Share Equivalents, if any, issued to or held by employees, officers, directors or consultants of the Company pursuant to the ESP upon termination of their employment at a price not greater than the fair market value;

(xii) invest in equity or equity linked products or any loan / advance made to an Original Shareholder or Original Shareholder's Affiliate;

(xiii) change in the fiscal year of the Company; and

(xiv) change the accounting principles or practices of the Company.

Provided that notwithstanding anything provided in sub-clauses (ii) or (iv) above, any public offering of shares prior to the IPO Date that does not satisfy the IPO Condition will be an IFC Reserved Matter.

105. Decisions and actions relating to the approval or amendment to the Business Plan or budget of the Company shall not be taken and/or implemented by the Company at any meeting of the Board or a committee thereof or by resolution by circulation without the prior written consent or affirmative vote of the holders of at least seventy five percent (75%) of the total number of Directors on the Board.

105A. So long as NVP continues to hold at least five percent (5%) of the share capital of the Company, the Company shall not take any action, make any decisions or pass any resolutions with respect to the following matters ("**NVP Reserved Matters**"), including at any Board meeting or General Meeting, without the prior written consent of NVP:

(i) Any amendment or restatement of the Charter of the Company which may change the terms of the NVP Shares; and

(ii) The following changes to the capital structure of the Company:

(a) The issue of any Shares or Share Equivalents by the Company except (i) the issue of Shares under the ESP to the extent of five percent (5%) of the total shareholding of the Company, (ii) the IPO, (iii) the Qualified IPO, (iv) a QPO, (v) any issue of Shares by the Company as part of a Company Offering after the Qualified IPO Date (vi) the issue of upto 3 million Shares / Share Equivalents to existing shareholders of Company, and to the Directors of the Company and / or to the directors of GDL at a price not less than INR 35 (Indian Rupees Thirty Five only) per Share within three (3) months from Closing Date; or

(b) Any acquisition of Shares by GDL from any Shareholder at a price less than INR 35 (Indian Rupees Thirty Five only) per Shares, excluding the acquisition of IFC Shares by GDL pursuant to Articles 95A to 95H;

(c) any authorization for undertaking a reduction of capital; or

(d) any authorization, creation, issuance (other than as permitted in subclauses (ii) (a) (i) to (vi) above) or re-issuance of any Shares or Share Equivalents or any cancellation, redemption, buy back, or repurchase of Shares or other securities or Share Equivalents or options to purchase stock by the Company; or

(e) any form of restructuring, including restructuring of the Company's authorized and paid up share capital (other than as permitted in sub-clause (ii) (a) above)or any transaction involving the merger, demerger, amalgamation or other reorganization of the Company or any transaction involving the Transfer of Shares or Share Equivalents of the Company that results in a change in Control of the Company, whether effected in one or a series of transactions.

Provided that notwithstanding anything provided in sub-clause (ii)(a) or (ii)(d) above, any public offering of shares prior to the IPO Date that does not satisfy the IPO Condition will be a NVP Reserved Matter.

INFORMATION RIGHTS

106. So long as IFC and/or NVP hold any Shares, the Company shall furnish to IFC and/or NVP (as the case may be) the following information:

(i) No later than fifteen (15) days prior to the date of the Board meeting, the agenda of the Board meeting or if a resolution is being passed by circulation or written consent, a draft of the resolution to be passed;

(ii) Within five (5) Business Days after every Board meeting, including any adjourned meeting, certified true copies of all the resolutions passed at such Board meeting or adjourned meeting;

(iii) Within five (5) Business Days after every Shareholders' meeting, including any adjourned meeting, certified true copies of all the resolutions passed at such Shareholders' meeting or adjourned meeting;

(iv) Within ninety (90) days after the end of each Financial Year, annual financial statements (a balance sheet as of the end of such Financial Year and the related statements of income, shareholders' equity and cash flows for the Financial Year then ended) for the Company on a consolidated and unconsolidated basis audited in accordance with the Accounting Standards and certified by the Auditors, along with a consolidating statement prepared by the Auditors, and a copy of all management letters delivered by the Auditor;

(v) Within forty five (45) days after the end of each quarter of each Financial Year, unaudited quarterly financial statements (a balance sheet as of the end of such quarter and the related statements of income, shareholders' equity and cash flows for the quarter then ended) for the Company on a consolidated and unconsolidated basis prepared in accordance with the Accounting Standards;

(vi) No later than forty-five (45) days before commencement of each Financial Year, the proposed annual Business Plan and budgets of the Company;

(vii) List of all Related Party transactions between Company or Affiliates and the Original Shareholders and their Affiliates on a semi-annual basis; and

(viii) Within forty five (45) days after the end of each quarter of each Financial Year, provide a quarterly monitoring report in accordance with the form annexed as Schedule 3 of the SHA.

107. So long as MC holds any Shares, the Company shall provide a copy of all the documents specified in Article 106 to MC by electronic mail.

108. Following a QPO, IFC, and NVP may each, on its own independent judgment, by notice to the Company, elect not to receive any of the information described in Article 106. In this case, the Company shall provide IFC and/or NVP (as the case may be) with copies of all information publicly disclosed and/or filed and complies with the rules and regulations of any securities exchange or automated quotation system on which the securities are listed and any Applicable Law, provided that the Company shall not provide any price sensitive information to IFC or NVP unless it is publicly disclosed.

109. The Company shall promptly provide to IFC such information as IFC from time to time requests with regard to any material developments in or affecting the Company's business.

110. Upon IFC's request, and with reasonable prior notice to the Company, the Company shall permit representatives of IFC and the CAO, during normal office hours, to:

(i) visit any of the sites and premises where the business of the Company is conducted;

(ii) inspect any of the sites, facilities, plants and equipment of the Company;

(iii) have access to the books of account and all records of the Company; and

(iv) have access to those employees, agents, contractors and subcontractors of the Company who have or may have knowledge of matters with respect to which IFC seeks information;

provided that:

(a) no such reasonable prior notice shall be necessary if special circumstances so require; and

(b) in the case of the CAO, such access shall be for the purpose of carrying out the CAO's Role.

110A. Upon NVP's request, and with a prior notice of ten (10) days to the Company, the Company shall permit authorized representatives of NVP, during normal office hours, to:

(a) visit any of the sites and premises where the business of the Company is conducted;

(b) inspect any of the sites, facilities, plants and equipment of the Company;

(c) have access to the books of account and all records of the Company; and

(d) have access to those employees, agents, contractors and subcontractors of the Company who have or may have knowledge of matters with respect to which NVP seeks information.

provided that, each of the aforementioned inspection rights are limited to once a year only. Additionally, the Company shall promptly provide to NVP such information as NVP, from time to time, requests with regard to any material developments in or affecting the Company's business.

111. The Company shall, within forty five (45) days after the end of each quarter of each Financial Year, furnish to the Original Shareholders the true and fair written accounts of all business and activities of the Company, along with reasonable supporting documents and information.

IFC POLICY COVENANTS

112. The Company shall, and GDL hereby agrees to cause the Company to:

(i) undertake its respective Operations to at all times remain compliant with Applicable S&E Law, the Performance Standards, the Action Plan, and applicable IFC / World Bank environmental, health and safety guidelines;

(ii) ensure implementation of the remediation plans developed based on the outcome of the S&EA;

(iii) ensure the implementation and continuing operation of the S&E Management System;

(iv) not amend the Action Plan in any material respect without the prior written consent of IFC;

(v) not undertake or invest in any Person engaged in any Prohibited Activity;

(vi) within ninety (90) days after the end of each Financial Year, deliver to IFC the Annual Monitoring Report consistent with the requirements of the SHA confirming compliance with the Action Plan, the social and environmental covenants of the SHA and Applicable S&E Law or, as the case may be, identifying any non-compliance or failure, and the actions being taken to remedy any such deficiency;

(vii) within three (3) days after its occurrence, notify IFC of any social, labour, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any material impact on the implementation or operation of the Operations in compliance with the Performance Standards or a Material Adverse Effect, specifying in each case the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise there from, and the measures the Company is taking or plans to take to address them and to prevent any future similar event; and keep IFC informed of the on-going implementation of those measures; and

(viii) periodically review the form of the Annual Monitoring Report and advise IFC as to whether revision of the form is necessary or appropriate in light of changes to the Operations, or in light of environmental or social risks identified by the S&E Management System; and revise the form of the Annual Monitoring Report as agreed with IFC.

113. Each of the Parties (other than IFC) hereby agrees that no party shall engage in (and no party hereto, shall, to the extent of its knowledge, authorize or permit any Affiliate or any other Person acting on its behalf to engage in) with respect to any transaction contemplated by the SHA, any Sanctionable Practice. Each of the parties to the SHA (other than IFC) further covenants that should IFC notify the Company of its concern that there has been a violation of the provisions of this paragraph, the Company shall cooperate in good faith with it and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from IFC, and shall furnish documentary support for such response upon IFC's request.

113A. For avoidance of doubt, it is clarified that IFC’s right under the Article 113 shall be independent from NVP’s right under Article 113B.

NVP POLICY COVENANTS

113B. Each of the Parties hereby agree that no Party shall engage in (and no Party hereto, shall, to the extent of its knowledge, authorize or permit any Affiliate or any other Person acting on its behalf to engage in) with respect to any transaction contemplated by the SHA, any Sanctionable Practice. Each of the Parties further covenants that should NVP notify the Company of its concern that there has been a violation of the provisions of this paragraph, the Company shall cooperate in good faith with it and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from NVP, and shall furnish documentary support for such response upon NVP’s request.

113C. For avoidance of doubt it is clarified that, NVP’s right under Article 113B shall be independent from IFC’s right under 113.

AFFIRMATIVE COVENANTS

114. The Company hereby covenants and agrees to:

(i) undertake its business, activities and investments in compliance with Applicable Law;

(ii) at the request of IFC, irrevocably authorize, in the form of Schedule 1 to the SHA, the Auditors to communicate directly with IFC at any time regarding the Company's financial statements (both audited and unaudited), accounts and operations, and provide to IFC a copy of that authorization;

(iii) not to grant any current or future investor in the Company rights that are more favourable than those granted to IFC pursuant to the SHA. If the Company does grant such more favourable rights or rights which are at variance with the rights granted pursuant to the SHA, IFC shall be entitled to the most investor favourable terms offered by the Company;

(iv) obtain and maintain such insurance policies as are customarily required for the Company’s business and in a form satisfactory to IFC including the policies specified in Annex D of the SHA;

(v) appoint a reputed consultant, mutually agreeable to IFC and the Company, to suggest ways of further strengthening systems including management information systems and thereafter implement their recommendations; and

(vi) upgrade its financial systems (including accounting package), put into place and maintain a suitable ERP package as may be acceptable to IFC and the Company.

DIRECTORS

115. The number of Directors comprising the Board shall not be more than twelve (12), of which, GDL shall be entitled to nominate up to six (6) Directors and MC shall be entitled to nominate one (1) Director.

116. Two (2) Independent Directors shall be appointed by the Company by mutual agreement between the Original Shareholders, in consultation with IFC as provided in the SHA.

117. So long as IFC continues to hold at least five percent (5%) of the shareholding in the Company, IFC shall have the right to nominate one (1) Director (the **"IFC Director"**). If the Company fails to conduct a QPO by March 31, 2016, IFC shall have the right to nominate a second director on the Board (**"IFC Second Director"**) and following the appointment of such IFC Second Director, GDL shall be entitled to appoint seven (7) Directors on the Board.

117A. So long as NVP continues to hold at least seven percent (7%) of the shareholding in the Company, NVP shall have the right to nominate one (1) observer to the Board ("**NVP Observer**"), which observer shall have the right to attend each meeting of the Board and each committee. In the event that the Company fails to complete an IPO, NVP shall have the right to nominate a Director to the Board ("**NVP Director**") who shall have all the rights and powers as available to the other Directors on the Board. Upon the appointment of an NVP Director to the Board, NVP shall no longer be entitled to nominate an NVP Observer. However, NVP's right to nominate the NVP Director shall cease upon the occurrence of: (i) NVP ceasing to hold at least ten percent (10%) of the Company's share capital on an As Converted Basis, and (ii) completion of a QPO/ Qualified IPO Company Offering and the consequent admission to trading of the Company's Shares on the stock exchanges. In the event that NVP's right to appoint the NVP Director is extinguished due to NVP's holding in the Company falling below ten percent (10%), NVP's right to appoint the NVP Observer shall be reinstated so long as NVP's holding does not fall below seven percent (7%). Provided that NVP shall no longer have the right to appoint the NVP Observer upon the completion of an QPO/ Qualified IPO/ Company Offering.

118. The Members shall take all necessary steps to ensure that the Persons nominated for appointment to the Board in accordance with Articles 115 to 117A shall be promptly appointed on such nomination being made.

119. Should IFC or MC or NVP (post IPO Date) at any time not have exercised its right to nominate a Director to be elected to the Board pursuant to Articles 115 to 123, it shall have the right to appoint an observer to the Board, which observer shall have the right to attend each meeting of the Board and each committee. The observer(s) appointed by IFC and/or MC and the NVP Observer (collectively, **"Observers"**) shall be entitled to receive all notices, minutes, consents, and other materials that the Company provides its Directors, at the same times and in the same manner as so provided. For the avoidance of any doubt, the Observers shall not be entitled to vote at any meeting of the Board or committee.

120. Upon the request and nomination of any of the Shareholders, the Board shall as soon as reasonably possible appoint such person nominated as alternate Director to act in place of the

existing Director nominated by such Shareholder (**"Original Director"**). In the event such alternate Director ceases to hold office or such nominating Shareholder wishes to replace such alternate Director, the Board shall as soon as reasonably possible do all things required to effect such appointment, re-appointment or replacement. Such alternative Director shall be entitled, while holding office as such, to:

(i) receive notices of meetings of the Board or committee of the Board to which such Director has been appointed;

(ii) attend and vote as a Director at such meetings of the Board or such committee of which the Original Director is a member; and

(iii) generally exercise all the powers, rights, duties and authorities and to perform all functions of the Original Director. Further, such alternate Director shall be entitled to exercise the vote of the Original Director at any meeting of the Board or any such committee.

121. The Board shall ensure that at all times during the term of the SHA:

(i) the audit committee and

(ii) the compensation committee

shall comprise of one (1) of the Independent Directors.

122. Any financial audit of the Company must be approved by the audit committee.

123. Subject to the terms of the SHA, the parties intend that GDL shall at all times have the majority of the Directors on the Board and retain the management control of the Company.

124. The Shareholders agree to vote their Shares and to take all other action as may be reasonably necessary to ensure compliance with and to fully and effectually implement the provisions of the Transaction Documents, including section 2.01 of the SHA and Articles 115 to 117A relating to the election of the IFC Director and the NVP Director, as promptly as reasonably possible.

125. Each of the Shareholder's nominating a Director may require the removal of their respective Directors at any time and shall be entitled, subject to Articles 115 to 123, to nominate another Person as their respective Director in place of any of their respective Director so removed, and all the Shareholders shall exercise their voting and consent rights in such manner so as to cause the election of such other Director nominated by such nominating Shareholder. In the event of the resignation, retirement or vacation of office of any of the Directors (the "**Retiring Director**"), such Shareholder who nominated the Retiring Director shall be entitled, subject to Articles 115 to 123, to nominate another person as its Director in place of such Retiring Director and the Shareholder entitled to nominate the Director (as the case may be) shall exercise its rights in such manner so as to cause such election.

125A. Each of the Shareholders' entitle to nominate an Observer on the Board shall, subject to Articles 115 to 117A, have the option to nominate the same or different person as an Observer in every meeting of the Board.

126. The quorum for any meeting of the Board, duly convened and held, shall be at least one third of the total strength of the Board. Any Specified Matter shall be discussed and decided only at a duly constituted board meeting as aforesaid and any decisions on such Specified Matters shall, not, under any circumstances be delegated for consideration to any committee of the Board.

127. In the absence of a valid quorum at a meeting of the Board, duly convened, the meeting shall be adjourned to the same day in the following week at the same time and place or to such other later date, time and place as the Directors may determine, but in no event later than twenty-one (21) days thereafter.

128. Subject to Applicable Law, any Director shall be entitled to participate in a meeting of the Board in which he or she is not physically present, by telephone or video conference or similar electronic means and the Chairman of such meeting shall record such Director's observations in the minutes of such meeting. Such Director shall not be entitled to vote and his presence shall not be considered for the purpose of quorum. An Original Director shall also be entitled to be present at a meeting of the Board through telephone or video conference or similar electronic means even though his alternate Director is present personally.

129. No resolution shall be deemed to have been duly passed by the Board or a committee by circulation or written consent, unless the resolution has been circulated in draft, together with the information required to make a fully-informed good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all Directors (including any Observers) or to all members of the committee, and to all other Directors (including Directors resident abroad and any Observers) or members at their usual address, and has, subject to the provisions of Articles 84, 105 and 126 to 128, been approved in writing by a majority of such of them as are entitled to vote on the resolution.

130. The Board shall appoint a Chairman of the Board (**Chairman**). The Chairman shall preside at all meetings of the Board or any committees where he is a member and at all General Meetings. The Chairman shall not have a casting or second vote at any meeting of the Board or any committee in the event of an equality of votes. In the event of the Chairman not being present at any such meetings, the Directors present, may choose one (1) among themselves to be the Chairman and such nominated Director shall preside over the meeting as the Chairman. The parties shall cause their representatives on the Board to vote for election of a Director selected by GDL as the Chairman.

131. The Board shall meet at least once every quarter of each Financial Year subject to an annual schedule and confirmation of the date of the next Board meeting at the previous Board meeting. Meetings of the Board shall be in Bangalore or at such other place as may be reasonably determined by the Board of Directors. A Director may, and the company secretary of the Company shall, on the requisition of such Director, call a meeting of the Board. In the event a Director is not present at any meeting of the Board, the Board shall be obligated to grant such Director leave of absence.

132. Unless one Director nominated by each of GDL, MC, IFC and NVP Director (if appointed) agree otherwise, written notice of each meeting of the Board or a committee shall be given to the Directors, any Observer, and their alternates, if any, at the address notified from time to time by the Directors, any Observer, and their alternates, at least fourteen (14) days in advance of such meeting. Unless any Director (acting reasonably and in good faith) deems that circumstances exist which require a meeting to be convened on shorter notice , such Director may instruct the company secretary of the Company to call a meeting of the Board as aforesaid by giving not less than seven (7) Business Days notice of such meeting.

133. Notice of any Board meeting to Directors and Observers resident outside India shall be given in writing by facsimile and a confirmation copy of internationally recognized courier and a copy of such notice shall also be served at the address within India specified by such Directors and Observers in writing to the Company and sent additionally by email to such Director and Observer at the email address of such Director and Observer, as communicated by such Director and Observer to the Company.

134. An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board or committee together with necessary information and supporting documents shall be circulated to each of the Directors, any Observer, and their respective alternates in accordance with the provisions of Article 132 above. Unless otherwise agreed by each of the Directors at any meeting of the Board, no resolution relating to any other business may be proposed or passed at any Board meeting unless the nature of the business is specified in the agenda accompanying the notice for the meeting.

135. Subject to Articles 104 and 105A and unless unanimous resolutions of the Board are required by law, the decision of the Board shall be made by way of resolutions passed by a majority of the Directors present at the meeting.

136. The Company shall indemnify its Directors to the maximum extent permitted under Applicable Law. For as long as the IFC appoints the IFC Director or NVP appoints the NVP Director, the Company shall obtain and maintain directors' and officers' liability insurance cover in accordance with Annex D of the SHA. If neither an IFC Director nor NVP Director has been appointed, the Company shall obtain and maintain directors' and officers' liability insurance cover as decided by the Board. The reasonable costs incurred by a non-employee IFC Director or IFC Observer or by a non-employee NVP Observer or NVP Director in attending a meeting of the Board or committee or a general meeting (including the reasonable costs of travel and attendance) shall be reimbursed by the Company.

137. Each Director shall be entitled to a sitting fee, in accordance with the applicable law, /- for attending each meeting or the Board of Directors and shall also be entitled with the sanction of the Board in that behalf:-

(a) To all travelling, hotel and other reasonable expenses properly incurred by him for attending returning from meetings of the Directors or any Committee of Directors or any general meeting of the Company in connection with the Company's business; and

(b) To additional payment for any extra work or service done by him for the Company.

138. A Director need not hold any qualification Share in the Company.

POWER OF DIRECTORS

139. The business of the Company shall be managed by the Directors who may pay expenses incurred in getting the Company registered and subject to the SHA, may exercise all such powers of the Company as are not, by the Act or any statutory modification thereof for the time being in force or by these Articles, required to be exercised by the Company in general meeting subject nevertheless to any regulation of these Articles, to the provisions of the Act and to such regulations being not inconsistent which the aforesaid regulations, as may be prescribed by the Company in general meeting. But no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

140. In furtherance of and without prejudice to the general powers conferred by or implied in the immediately preceding Articles and other powers conferred by these Articles. It is hereby declared that subject to the SHA, the Directors shall be competent to carry out all such object set forth in the Memorandum of Association as may lawfully be carried out by them and to do the following acts and things.

(i) Subject to the provision of the Act, these Articles and the SHA in so far they apply, to appoint, remove or suspend any managers, secretaries, clerks, agents or servants and to direct and control them and fix any pay as their remuneration;

(ii) Subject to the SHA, to enter into negotiation and agreements or contracts (preliminary, conditional, final) and to give effect to modify, vary or rescind the same, and if necessary to bind the Company in penalties for the due performance of any such contracts:

(iii) To exercise the borrowing powers of the Company subject to the provisions of the Act and the SHA and secure the repayment of any sum or sums so borrowed or raised in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage or charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being;

(iv) To appoint agents and attorneys for the Company in this country or abroad with such powers (including powers to substitute) as may be thought fit, and to provide if necessary, for the management of the affairs of the Company abroad by any other Company or any film or Person;

(v) To give award or allow any pension, gratuity, benefit or compensation to any employee of the Company or his widow, children, relatives, or dependants, that may appear to the Directors just or proper. Whether such employees or other recipient has or has not a legal claim upon the Company and to make any contribution to any charitable or public purpose, subject to the provisions of section 293A and 293B of the Act;

(vi) Subject to the SHA, To commence and carry on, or defend, abandon, or compromise any legal proceedings bankruptcy, on behalf of or concerning the Company or any of its Directors or officers or to refer any claims or demands by or against the Company to arbitration and observe and perform the awards and to accept compensations from or give time to any debtor or contributors owing money or alleged to owe money to the Company provided such debtor be not a Director of the Company in which case no remission shall be made without the consent of the Company in general meeting;

(vii) To engage or appoints solicitors, advocates, attorneys or law agents for the above purposes or for generally protecting or assisting to carry on the business of the Company on such terms as they may consider proper and from time to time to revoke such appointments;

(viii) To give receipts, releases and discharges on behalf of the Company;

(ix) To invest and deal with any of the moneys of the Company, not immediately required for the purpose of the business in such manner as they may think fit and to vary such investments or realise the amounts invested therein;

(x) To open on behalf of the Company any account or accounts within such bank or banks as they may select or appoint and authorise by such persons as they may appoint to draw, accept, make endorse, sign and execute cheques, bills of exchange and promissory notes, bills of lading, receipts, contracts and agreements, bonds, mortgages, proxies and other documents on behalf of and to further the interest of the Company;

(xi) To give indemnities to any Director or other Person who has undertaken or is about to undertake any liability on behalf of the of the Company and to secure such Director or other Person against loss by giving him a mortgage or charge upon the whole or any part of the property of the Company by way of security;

(xii) To remunerate any Person rendering service to the Company whether in its regular employment or not, in such manner as may seem fit, whether by cash, salary, bonus or Shares or debentures or by a commission or Share of profit either in any particular transaction or generally or however otherwise;

(xiii) To fix the financial year of the Company;

(xiv) To appoint any Person or persons to hold in trust for the Company property belonging to the Company or in which it is interested or for any other purpose and to execute all such things as may be necessary or requisite in relation to any such trust;

(xv) And if so determined by the Board, the authority of any one Director shall be sufficient for the institution, conduct, defence, compromise or a abandonment of any legal proceedings of any kind by or against the Company and anyone Director shall have power to execute and sign on behalf of the Company and without using the seal of the Company, retainers, warrants, power of attorney, vakalatnamas, and any other form or forms of authority to solicitors, advocates and all other Person for any purpose and any one Director may attend and vote on behalf of the Company at any meeting of creditors or other meetings and also any one Director may appear or attend before any registrar of Documents or other official and acknowledge on the Company's behalf (without any necessity of using the Company's seal) the execution of any deed or document which may be executed by the Company and require registration.

NON COMPETE

141. GDL shall not undertake, and shall procure that its Affiliates do not undertake, any business activity related to temperature controlled logistics including but not limited to storage, transportation by road and distribution of any products requiring a temperature controlled environment in the Country (**"Competing Business"**) other than through the Company; provided, however, that such restriction shall not apply to: (i) the business of transportation of goods by Gateway Rail Freight Limited (**"GRFL"**) by refrigerated container trains; and (ii) any activity undertaken by GDL and/or GRFL and/or any of their respective Affiliates that is incidental to their respective businesses subject to a maximum aggregate capacity of 2,500 (Two Thousand Five Hundred) pallets located in a container freight station or inland container depot.

142. MC agrees that its Logistics Services Division of Industrial Finance, Logistics & Development Group shall not undertake Competing Business for a period of three (3) years from the date of signing the SHA, provided however that MC shall continue to be subject to the restrictions in this Section until March 31, 2016 or the QPO, whichever is earlier, if the Japanese Partners jointly hold at least twenty five percent (25%) shareholding in the Company and/or MC continues to nominate a Director or Observer to the Board of the Company.

143. Each of GDL and MC acknowledge and agree that the covenant and obligation with respect to the non-compete obligation as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause IFC and the Company irreparable injury. Therefore, the each of GDL and MC agree that IFC and/or the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain such Original Shareholder from committing any violation of the covenants and obligations contained in this Article. These injunctive remedies are cumulative and are in addition to any other rights and remedies, IFC and/or the Company may have at law or in equity.

SEAL

144. The Board shall provide for the safe custody of the common seal of the Company which shall not be affixed to any instrument except on the authority of a resolution of the Board or a Committee of the Board authorised by it in that behalf and except in the presence and under the signature of at least one Director and authorised signatory.

DIVIDEND POLICY

145. The Company has formally adopted a policy governing the payment of dividends and other distributions to its shareholders in its Charter providing for payment of dividend in accordance with the Act where (i) retained earnings are not needed for the expansion of the existing business or the acquisition of new business of the Company; (ii) cash is available to make such distributions without the assumption of debts; and (iii) such distribution or profit will not lead to a need of a capital increase.

145A. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the company in that behalf in any scheduled bank, to be called "__________Unpaid Dividend Account".

145B. The Company shall transfer, any money transferred to the Unpaid Dividend Account of a Company, which remains unpaid or unclaimed for a period of seven years from the date of such transfer, to the Fund known as Investor Education and Protection Fund established under section 205C of the Act.

145C. The Board shall forfeit no unclaimed or unpaid dividend

ACCOUNTS

146. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors.

147. No Member (not being a Director) shall have any right of inspecting any accounts or books or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting or otherwise as provided in these Articles.

AUDIT

148. At least once in every year the accounts of the Company shall be examined and the correctness of the balance sheet as ascertained by one or more auditors (appointed under section 224 of the Act).

149. The Board may fill any casual vacancy in the office of an auditor except of the one caused by the resignation of the auditor, of which shall be filled by the Company in general meeting.

150. The remuneration of the auditor shall be fixed by the Company in general meeting except for the remuneration of an auditor appointed by the Board, which may be fixed by the Board.

151. The auditors of the Company shall be appointed in accordance with the provisions of the Act.

152. An annual statutory audit of the books of account, records and affairs of the Company for each year immediately following the close of the fiscal year shall be made. A signed copy of the

statutory audit report shall be provided to each member of the Board. The statutory audit shall be at the expense of the Company.

MANAGEMENT

153. The Company shall have a chief executive officer ("**CEO**") who shall be nominated by GDL. The CEO shall be vested with the day to day responsibility and discretion for managing the business and operations of the Company within the scope of the Business Plan and the authority conferred on him by the Board. The CEO shall be included among the Directors nominated by GDL on the Board.

ESP

154. In order to attract talented employees, consultants and directors for the Company, the Company may establish an employee stock plan (the "**ESP**") in accordance with the following criteria:

(i) Under the ESP, the Board's compensation committee shall be entitled to grant Shares and options to acquire Shares for such purpose. The compensation committee shall establish reasonable criteria and pricing for such grants, including performance criteria to the extent consistent with favourable tax and accounting treatment from the perspective of the Company.

(ii) The total number of Shares represented by Shares and options to acquire Shares granted under the ESP shall not exceed five percent (5%) of Shares issued and outstanding.

(iii) Unless approved by the compensation committee, all future employees, consultants and directors who shall acquire, or receive options to acquire, Shares of the Company's capital stock following the date of the SHA shall be required to execute stock acquisition or options agreements providing for vesting of Shares over a four (4) year period with the first twenty five percent (25%) of such Shares vesting following twelve (12) months of continued employment or services, and the remaining Shares vesting in equal monthly instalments over the following forty eight (48) months, and a one hundred and eighty (180) day lock-up period in connection with the QPO.

OTHER COVENANTS

155. Each Shareholder shall furnish to the Company such information regarding such Shareholder, as the Company may reasonably request and as is customarily required for the purpose of making disclosure in any offer document or to any Authority in connection with a QPO / IPO /Qualified IPO/ Company Offering in accordance with the terms of the SHA.

156. The Company, IFC and the Original Shareholders acknowledge and agree that, subject to Applicable Law, NVP shall have the option (but not be obligated) to become an anchor investor (as defined in the ICDR Regulations) at the time of the IPO.

157. The Company shall promptly notify NVP and IFC, should the Company become aware of any Enforcement Action.

LISTING

157A. The provisions of Articles 43A, 71 to 76 A, 90, 95A to 95I, 104 to 105A, 115 to 118, 126 to 128, 154 shall cease to be effective upon listing of the Shares of the Company and the Articles shall be deemed to be amended without any further act and approval being required from any Shareholders in this regard.

SECRECY

158. Except as allowed by the Act or any other law or these Articles no Member shall be entitled to visit or inspect the Company's properties or premises without the permission of the Board of Directors or the managing director or the manager as the case may be or to acquire, discovery of or any information regarding any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the Company's business and which in the opinion of the Board of Directors or managing director it will be inexpedient in the interest of Members of the Company to communicate to the public.

INDEMNITY AND RESPONSIBILITY

159. Save and except so far as the provisions of this Article shall be avoided by section 201 of the Act, the Board of Directors, Managing Director, managers, secretary, and other officers or other employees / servants for the time being of the any, Auditor and the trustees, if any, for the time being acting in relation to any of the affairs of the Company and every one of them and every one of their heirs, executors and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their executors or administrators shall or may incur or sustain by or reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trust, except such, if any as they shall incur or sustain through or by their own willful neglect or default respectively.

160. None of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other Person with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto, except the same shall happen by or through their own willful dishonesty, neglect or default respectively.

WINDING UP

161. (i) Subject to the provisions of these Articles, 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.

162. (i) For the purpose as aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may be determined how such division shall be carried out as between the Members or different classes of Members.

(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no Member shall be compelled to accept any Shares of other securities whereon there is any liability.

GENERAL POWER

163. Wherever in the Act, it has been provided that the Company shall have 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 regulation hereto authorizes and empowers the Company to have such rights, privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.

SECTION IX: OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two years before the date of this Draft Red Herring Prospectus) which are or may be deemed material have been attached to the copy of the Red Herring Prospectus delivered to the RoC for registration. Copies of the abovementioned contracts and also the documents for inspection referred to hereunder, may be inspected at the Registered Office between 10 a.m. and 5 p.m. on all Working Days from Bid/Issue Opening Date until the Bid/Issue Closing Date.

Material contracts to the Issue

1. Issue Agreement entered into between our Company and the Book Running Lead Manager dated August 29, 2013;

2. Agreement entered into between our Company and the Registrar to the Issue dated August 29, 2013;

3. Escrow Agreement dated [●] between our Company, the Book Running Lead Manager, the Syndicate Members, the Escrow Collection Bank(s) and the Registrar to the Issue;

4. Syndicate Agreement dated [●] between our Company, the Book Running Lead Managers and the Syndicate Members;

5. Underwriting Agreement dated [●] between our Company, the Book Running Lead Manager and the Syndicate Members.

Material Documents

1. Our Memorandum and Articles of Association, as amended from time to time;

2. Our certificate of incorporation dated March 17, 1993;

3. Our Certificate of commencement of business dated May 31, 1993;

4. Resolution of our Board of Directors dated August 1, 2013 authorising the Issue;

5. Resolution of our shareholders dated August 5, 2013 authorising the Issue;

6. Resolution of our IPO Committee Board of Directors dated August 29, 2013, approving this Draft Red Herring Prospectus;

7. Report of our Statutory Auditor, Price Waterhouse, Chartered Accountants, on our Company's Restated Financial Information as of and for the Financial Years 2008-2009, 2009-2010, 2010-2011, 2011-2012 and 2012-2013 dated August 29, 2013 including their consent;

8. Annual Reports of our Company for the past five financial years;

9. Statement of Tax Benefits dated 28 August 2013 prepared by V. Kiran Mayi, Chartered Accountants;

10. Consents of the Bankers to the Company, Bankers to the Issuer, Book Running Lead Manager, Registrar to the Issue, the Statutory Auditor, Legal Counsel to the Company, Legal Counsel to the BRLM, Directors of our Company, Company Secretary and Compliance Officer, as referred to, in their respective capacities. Consents of the Syndicate Member(s), Escrow Collection Banks, Refund Bank(s), IPO Grading Agency and Monitoring Agency shall be included at the time of filing the Red Herring Prospectus with the RoC.

11. Copy of the report prepared by Ernst & Young LLP, '*The Temperature Controlled Logistics Industry – India'*;

12. Consent from Ernst & Young LLP to include excerpts from its report '*The Temperature Controlled Logistics Industry – India*' in this Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus;

13. Resolution of our Board of Directors dated September 30, 2009 appointing Mr. Kannan Ravindran Naidu as the Wholetime Director;

14. Due diligence certificate dated August 29, 2013 issued to SEBI by the Book Running Lead Manager;

15. In-principal listing approval dated [●] and [●] from the BSE and the NSE, respectively;

16. Agreement between NSDL, our Company and the Registrar to the Issue dated July 27, 2012;

17. Agreement between CSDL, our Company and the Registrar to the Issue dated June 26, 2013;

18. The IPO Grading Report by [●] dated [●]; and

19. The Amended and Restated Shareholders' Agreement dated June 14, 2013;

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the shareholders subject to compliance of the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

All relevant provisions of the Companies Act and the guidelines issued by the Government of India or the regulations or guidelines 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, the SEBI Act or rules made thereunder or guidelines or regulations issued, as the case may be. We further certify that all the statements in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTORS OF THE COMPANY

Mr. Gopinath Pillai
Chairman _______________________________________

Mr. Prem Kishan Dass Gupta
Vice Chairman and Director _______________________________________

Mr. Shabbir Hakimuddin Hassanbhai
Independent Director _______________________________________

Mr. Saroosh Cowasjee Dinshaw
Independent Director _______________________________________

Mr. Kannan Ravindran Naidu
Wholetime Director and Chief Executive Officer _______________________________________

Mr. Michael Philip Pinto
Independent Director _______________________________________

Mr. Masakazu Sakakida
Director _______________________________________

Mr. Alwarthirunagari Kuppuswamy Thiruvenkata Chari
Independent Director _______________________________________

SIGNED BY THE CHIEF FINANCIAL OFFICER

Mr. Sundar Mangadu Agaram
Company Secretary, Compliance Officer and Chief Financial Officer _______________________________________

Date: August 29, 2013

Place: Mumbai