



## K.P.I. GLOBAL INFRASTRUCTURE LIMITED

Our Company was incorporated as “K.P.I. Global Infrastructure Limited” on February 01, 2008 under the Companies Act, 1956 in the state of Maharashtra vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. Our Company obtained Certificate of Commencement of Business on August 22, 2008 issued by Registrar of Companies, Maharashtra, Mumbai. The Corporate Identity Number of our Company is U40102GJ2008PLC083302. For further details on change of the registered office of our Company, kindly refer the chapter titled “History and Corporate Structure” beginning on page 132 of this Prospectus.

**Registered Office:** Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395 009, Gujarat, India.  
**Telephone:** +91-261-2764757, **Fax:** +91-261-2764757, **E-mail:** info@kpigroup.co **Website:** www.kpiglobal.kpigroup.co  
**Contact Person:** Ms. Rajvi Upadhyay, Company Secretary and Compliance Officer; **E-mail:** rajvi.upadhyay@kpigroup.co

PROMOTER OF OUR COMPANY	
MR. FARUK G. PATEL	
THE ISSUE	
<p>INITIAL PUBLIC OFFER OF UP TO 49,92,000 EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH (“EQUITY SHARES”) OF K.P.I. GLOBAL INFRASTRUCTURE LIMITED (OUR “COMPANY” OR THE “ISSUER”) FOR CASH AT A PRICE OF ₹ 80 PER EQUITY SHARE INCLUDING A SHARE PREMIUM OF ₹ 70 PER EQUITY SHARE (THE “ISSUE PRICE”), AGGREGATING UP TO ₹ 3,993.60 LAKH (THE “ISSUE”) OF WHICH 2,49,600 EQUITY SHARES OF FACE VALUE OF ₹10 EACH FOR CASH AT A PRICE OF ₹ 80 PER EQUITY SHARE AGGREGATING TO ₹ 199.68 LAKH RESERVED FOR SUBSCRIPTION BY THE MARKET MAKER TO THE ISSUE (THE “MARKET MAKER RESERVATION PORTION”). THE ISSUE LESS MARKET MAKER RESERVATION PORTION I.E. 47,42,400 EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH FOR CASH AT A PRICE OF ₹ 80 PER EQUITY SHARE, AGGREGATING TO ₹ 3,793.92 LAKH IS HEREINAFTER REFERRED TO AS THE “NET ISSUE”. THE ISSUE AND THE NET ISSUE WILL CONSTITUTE 27.63% AND 26.25%, RESPECTIVELY OF THE POST ISSUE PAID UP EQUITY SHARE CAPITAL OF OUR COMPANY. FOR FURTHER DETAILS, KINDLY REFER TO CHAPTER TITLED “TERMS OF THE ISSUE” BEGINNING ON PAGE 247 OF THIS PROSPECTUS.</p>	
ISSUE PRICE AND THE MINIMUM LOT SIZE (BID LOT)	
THE FACE VALUE OF THE EQUITY SHARES IS ₹ 10 EACH AND THE ISSUE PRICE OF ₹ 80 IS 8.00 TIMES OF THE FACE VALUE OF THE EQUITY SHARES. THE MINIMUM LOT SIZE IS 1,600 EQUITY SHARES.	
THIS ISSUE IS BEING MADE IN TERMS OF CHAPTER IX OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018 (THE “SEBI ICDR REGULATIONS”) READ WITH RULE 19(2)(b)(i) OF SCRR AS AMENDED THROUGH FIXED PRICE METHOD.	
In terms of Regulation 256 of SEBI ICDR Regulations read with the SEBI circular CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, all the investors applying in a public issue shall use only Application Supported by Blocked Amount (ASBA) facility for making payment providing details about the bank account which will be blocked by the Self Certified Syndicate Banks (“SCSBs”). For further details, kindly refer the chapter titled “Issue Procedure” beginning on page 254 of this Prospectus. A copy of the Prospectus has been delivered to Registrar of Companies, Ahmedabad in accordance with Section 26 of the Companies Act, 2013 along with all the requisite documents. For details of the material contracts and documents available for inspection from the date of the Prospectus up to the Issue Closing Date, kindly refer the chapter titled “Material Contracts and Documents for Inspection” on page 299 of this Prospectus.	
RISKS IN RELATION TO THE FIRST ISSUE	
This being the first issue of Equity Shares of our Company, there has been no formal market for the Equity Shares of our Company. The face value of the Equity Shares is ₹ 10 each and the Issue Price is 8.00 times the face value of the Equity Shares of our Company. The Issue Price should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed on the SME Platform of BSE. No assurance can be given regarding an active and/or sustained trading in the Equity Shares of our Company or regarding the price at which the Equity Shares will be traded after listing.	
GENERAL RISKS	
Investment in equity and equity related securities involves a degree of risk and investors should not invest any funds in this 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 this Issue. For taking an investment decision, investors must rely on their own examination of our Company and the Issue including the risks involved. The Equity Shares offered 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 Prospectus. <b>Specific attention of the investors is invited to the section titled “Risk Factors” beginning on page 22 of this Prospectus.</b>	
ISSUER’S ABSOLUTE RESPONSIBILITY	
Our Company having made all reasonable inquiries, accepts responsibility for and confirms that this Prospectus contains all information with regard to our Company and the Issue, which is material in the context of this Issue; that the information contained in this Prospectus is true and correct in all material aspects and is not misleading in any material respect; that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this 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 through this Prospectus are proposed to be listed on the SME platform of BSE. In terms of the Chapter IX of the SEBI ICDR Regulations, as amended from time to time, our Company has received ‘in-principle’ approval from BSE vide its letter dated November 19, 2018 for using its name in this offer document for listing of our Equity Shares on the SME platform of BSE. For the purpose of this Issue, BSE Limited shall be the Designated Stock Exchange.	
LEAD MANAGER TO THE ISSUE	REGISTRAR TO THE ISSUE
<p><b>Vivro Financial Services Private Limited</b> 607-608 Marathon Icon, Veer Santaji Lane, Opposite Peninsula Corporate Park, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013, Maharashtra, India <b>Telephone:</b> +91-22-66668040; <b>Fax:</b> +91-22-6666 8047 <b>Email:</b> kpiglobal@vivro.net <b>Website:</b> www.vivro.net <b>Investor Grievance Email:</b> investors@vivro.net <b>Contact Person:</b> Mr. Anish Akruwala / Mr. Yogesh Malpani <b>SEBI Registration Number:</b> INM000010122 <b>CIN:</b> U67120GJ1996PTC029182</p>	<p><b>Bigshare Services Private Limited</b> 1st Floor, Bharat Tin Works Building, Opp. Vasant Oasis, Makwana Road, Marol, Andheri East, Mumbai – 400059, Maharashtra, India <b>Telephone:</b> + 91-22-62638200; <b>Fax:</b> +91-22-62638299; <b>Email:</b> ipo@bigshareonline.com <b>Website:</b> www.bigshareonline.com <b>Investor Grievance Email:</b> ipo@bigshareonline.com <b>Contact Person:</b> Mr. Babu Raphael <b>SEBI Registration Number:</b> INR000001385 <b>CIN:</b> U99999MH1994PTC076534</p>
ISSUE PROGRAMME	
ISSUE OPENS ON: TUESDAY, JANUARY 8, 2019	ISSUE CLOSES ON: FRIDAY, JANUARY 11, 2019

## INDEX OF CONTENT

<b>SECTION – I OVERVIEW .....</b>	<b>3</b>
DEFINITIONS AND ABBREVIATIONS .....	3
CERTAIN CONVENTIONS, USE OF FINANCIAL INFORMATION, INDUSTRY AND MARKET DATA AND CURRENCY OF FINANCIAL PRESENTATION .....	14
FORWARD-LOOKING STATEMENTS .....	16
OFFER DOCUMENT SUMMARY .....	18
<b>SECTION II - RISK FACTORS .....</b>	<b>22</b>
<b>SECTION III - INTRODUCTION .....</b>	<b>45</b>
SUMMARY OF FINANCIAL STATEMENTS .....	45
THE ISSUE .....	49
GENERAL INFORMATION .....	50
CAPITAL STRUCTURE .....	60
OBJECTS OF THE ISSUE .....	75
BASIS FOR ISSUE PRICE .....	87
STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS .....	90
<b>SECTION IV – ABOUT THE COMPANY .....</b>	<b>93</b>
INDUSTRY OVERVIEW .....	93
OUR BUSINESS .....	106
KEY INDUSTRY REGULATIONS AND POLICIES .....	121
HISTORY AND CORPORATE STRUCTURE .....	132
OUR MANAGEMENT .....	136
OUR PROMOTER AND PROMOTER GROUP .....	149
OUR GROUP COMPANIES .....	153
RELATED PARTY TRANSACTIONS .....	160
DIVIDEND POLICY .....	161
<b>SECTION V – FINANCIAL INFORMATION .....</b>	<b>162</b>
FINANCIAL STATEMENTS .....	162
MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS .....	204
FINANCIAL INDEBTEDNESS .....	216
<b>SECTION VI – LEGAL AND OTHER INFORMATION .....</b>	<b>219</b>
OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS .....	219
GOVERNMENT AND OTHER KEY APPROVALS .....	227
OTHER REGULATORY AND STATUTORY DISCLOSURES .....	238
<b>SECTION VII – ISSUE INFORMATION .....</b>	<b>247</b>
TERMS OF THE ISSUE .....	247
ISSUE STRUCTURE .....	252
ISSUE PROCEDURE .....	254
RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES .....	267
<b>SECTION VIII - MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION .....</b>	<b>269</b>
MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION .....	269
<b>SECTION IX – OTHER INFORMATION .....</b>	<b>299</b>
MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION .....	299
DECLARATION .....	301

## SECTION – I OVERVIEW

### DEFINITIONS AND ABBREVIATIONS

*This Prospectus uses certain definitions and abbreviations which, unless the context otherwise indicates or implies, shall have the meanings as provided below. References to any legislation, act or regulation shall be to such legislation, act or regulation as amended from time to time.*

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

*In case of any inconsistency between the definitions given below and definitions contained in the General Information Document, the definitions given below shall prevail.*

#### General Terms:

Term	Description
“K.P.I. Global Infrastructure Limited”, or “K.P.I. Global” or “the Company”, or “our Company” or “Issuer”	Unless the context otherwise requires, K.P.I. Global Infrastructure Limited, a Public Limited Company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395 009, Gujarat, India.
“We”, “our”, “us” or “Group”	Unless the context otherwise indicates or implies, refers to our Company.

#### Company Related Terms:

Term	Description
“Articles” or “Articles of Association” or “AOA”	The Articles of Association of our Company, as amended from time to time
“Auditor” or “Statutory Auditor”	The Statutory Auditors of our Company being, M/s K A Sanghavi & Co. LLP, Chartered Accountants.
Bankers to our Company	Banks who have extended credit facilities to our Company i.e., State Bank of India and Axis Bank Limited
“Board” or “Board of Directors” or “our Board”	The Board of Directors of our Company, as duly constituted from time to time, including any committee(s) thereof
Chief Financial Officer	The Chief Financial Officer of our Company being Mr. Salim Yahoo
Company Secretary & Compliance Officer	The Company Secretary and Compliance Officer of our Company being Ms. Rajvi Upadhyay
Director(s)	The Director(s) of our Company, unless otherwise specified
Equity Shares	Equity Shares of our Company of face value of ₹ 10 each
Equity Shareholder(s)	Person(s) holding Equity Shares of our Company
Group Companies	Such companies with which there were related party transactions, during the period for which financial information is disclosed in this Prospectus, which are covered under the applicable accounting standards and also other companies as considered material by our Board, as identified in “ <i>Our Group Companies</i> ” beginning on page 153 of this Prospectus.
ISIN	International Securities Identification Number In this case being - INE542W01017
Key Managerial Personnel	Key managerial personnel of our Company in terms of Regulation 2(1)(bb) of the SEBI ICDR Regulations, Section 2(51) of the Companies Act, 2013 and as disclosed in the chapter titled “ <i>Our Management</i> ” beginning on page 136 of this Prospectus.
“Memorandum of Association” or “MOA”	The Memorandum of Association of our Company, as amended from time to time.
“Power Finance Corporation Limited” or “PFC” or “Our Lender” or “Term Lender”	PFC with whom our Company has entered into facility agreement dated November 14, 2018 pursuant to which PFC has sanctioned the rupee term loan assistance of ₹ 8,600 Lakh for setting up of 25 MW Solar Power

<b>Term</b>	<b>Description</b>
	Project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat” (the “Proposed Object”)
	<i>Disclaimer:</i> Any disbursement to the project by PFC is contingent upon the compliance of various pre-disbursement and others conditions as set out in the facility agreement, including the submission of dismissal order of NCLT/NCLAT under IBC in relation to the legal proceedings by Lanco Solar Private Limited and Lanco Solar Energy Private Limited against our Company
“Promoters” or “our Promoters” or Promoter Director	Mr. Faruk G. Patel. For details, kindly refer the chapter titled “Our Promoter and Promoter Group” beginning on page 149 of this Prospectus.
Promoter Group	Persons and entities constituting the promoter group of our Company in terms of Regulation 2(1)(pp) of the SEBI ICDR Regulations. Kindly refer the chapter titled “Our Promoter and Promoter Group” beginning on page 149 of this Prospectus.
Registered Office	The Registered Office of our Company situated at Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat - 395009, Gujarat, India
RoC / Registrar of Companies / Registrar of Companies, Ahmedabad	The Registrar of Companies, Gujarat, Dadra and Nagar Haveli located at ROC Bhavan, Opp. Rupal Park Society, Behind Ankur Bus Stop, Naranpura, Ahmedabad – 380 013, Gujarat, India
Restated Financial Information	The restated financial information of our Company which comprises of the restated balance sheet, the restated profit and loss information and the restated cash flow information as at and for the financial years ended on March 31, 2018, March 31, 2017 and March 31, 2016 and as at six months ended on September 30, 2018 together with the annexures and notes thereto, which have been prepared in accordance with the Companies Act and restated in accordance with the SEBI ICDR Regulations

#### Issue Related Terms:

<b>Term</b>	<b>Description</b>
Acknowledgement Slip	The slip or document issued by the Designated Intermediary to an Applicant as proof of registration of the Application.
Allotment/ Allot/ Allotted	The issue and allotment of Equity Shares of our Company pursuant to Issue of the Equity Shares to the successful Applicants
Allotment Advice	Note or advice or intimation of Allotment sent to the Applicants who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange
Allottee(s)	The successful Applicants to whom Equity Shares of our Company shall have been allotted
Application(s)	An indication to make an offer during the Issue Period by an Applicant pursuant to submission of the Application Form, to subscribe to or purchase the Equity Shares at a Issue Price, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations in accordance with the Prospectus and Application Form
Applicant	Any prospective investor who makes an Application pursuant to the terms of the Prospectus and the Application Form and unless otherwise stated or implied
Application Amount	The number of Equity Shares applied for and as indicated in the Application Form multiplied by the price per Equity Share payable by the Applicants on submission of the Application form.
Application Intermediaries	Collecting <ol style="list-style-type: none"> <li>1. a SCSB with whom the bank account to be blocked, is maintained</li> <li>2. a syndicate member (or sub-syndicate member), if any</li> <li>3. a stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity)(“Broker”) if any</li> <li>4. a depository participant (“DP”) (whose name is mentioned on the</li> </ol>

Term	Description
	website of the stock exchange as eligible for this activity) 5. a registrar to the Issue and share transfer agent (“RTA”) (whose name is mentioned on the website of the stock exchange as eligible for this activity)
Application Supported by Blocked Amount / ASBA	An application, whether physical or electronic, used by all applicants to make an application authorizing an SCSB to block the application amount in the ASBA Account maintained with the SCSB.  In terms of the Regulation 256 of SEBI ICDR Regulations read with SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, all the Applicants have to compulsorily apply through the ASBA Process.
ASBA Account	An account maintained with an SCSB and specified in the Application Form submitted by Applicants for blocking the Application Amount mentioned in the Application Form
ASBA Investor/ASBA Applicants	Any prospective investor(s)/applicant(s) in this Issue who apply(ies) through the ASBA process
ASBA Form/ Application Form	An application form, whether physical or electronic, used by Applicants which will be considered as the application for Allotment in terms of this Prospectus.
Banker(s) to the Issue/ Escrow Collection Bank(s)	The banks which are clearing members and registered with SEBI as Banker to the Issue and with whom the Public Issue Account will be opened and in this case being Yes Bank Limited
Basis of Allotment	The basis on which Equity Shares will be Allotted to the successful Applicants under the Issue and which is described under chapter titled “ <i>Issue Procedure</i> ” beginning on page 254 of this Prospectus
Broker Centres	Broker centres notified by the Stock Exchanges, where the Applicants can submit the Application Forms to a Registered Broker. The details of such broker centres, along with the names and contact details of the Registered Brokers, are available on the website of the BSE Limited
BSE	BSE Limited
CAN or Confirmation of Allocation Note	The note or advice or intimation sent to each successful Applicant indicating the Equity Shares which will be allotted, after approval of Basis of Allotment by the Designated Stock Exchange.
Client Id	Client Identification Number maintained with one of the Depositories in relation to demat account
Collecting Centre	Centres at which the Designated Intermediaries shall accept the ASBA Forms, i.e., Designated SCSB Branches for SCSBs, Specified Locations for Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs
Collecting Depository Participant or CDP	A depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Applications at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI
Controlling Branch / Designated Branches	Such branch of the SCSBs which co-ordinate Applications under this Issue by the ASBA Applicants with the Registrar to the Issue and the Stock Exchange and a list of which is available at <a href="http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=34">http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&amp;intmId=34</a> or at such other website as may be prescribed by SEBI from time to time
Demographic Details	The demographic details of the Applicant such as their address, PAN, occupation and bank account details
Depository/ Depositories	Depositories registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 as amended from time to time, being NSDL and CDSL
Depository Participant / DP	A Depository Participant as defined under the Depositories Act, 1996
Designated Date	The date on which the SCSBs issue instructions for transfer of funds from the ASBA Accounts, to the Public Issue Account or the Refund Account, as

Term	Description
	appropriate, in terms of the Prospectus following which the Board of Directors may Allot Equity Shares to successful Applicants in the Issue.
Designated Intermediary(ies)	Syndicate, Sub-Syndicate Members/agents, SCSBs, Registered Brokers, CDPs and RTAs, who are authorized to collect ASBA Forms from the Applicants, in relation to the Issue
Designated RTA Locations	Such centres of the RTAs where Applicant can submit the Application Forms. The details of such Designated RTA Locations, along with the names and contact details of the RTAs are available on the website of the BSE ( <a href="http://www.bseindia.com">www.bseindia.com</a> ) and updated from time to time
Designated Stock Exchange	BSE Limited
Designated CDP Locations	Such centres of the CDPs where Applicants can submit the Application Forms. The details of such Designated CDP Locations, along with names and contact details of the Collecting Depository Participants eligible to accept Application Forms are available on the website of the BSE ( <a href="http://www.bseindia.com">www.bseindia.com</a> ) and updated from time to time
Draft Red Herring Prospectus / DRHP	The Draft Red Herring Prospectus dated September 28, 2018 issued in accordance with Section 26 and 32 of the Companies Act, 2013 and the SEBI ICDR Regulations, which does not contain complete particulars of the number of Equity Shares and price at which such Equity Shares will be Allotted.
Eligible NRIs	NRIs from such jurisdiction outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom this Prospectus constitutes an invitation to subscribe for the Equity Shares offered herein on the basis of the terms thereof
SME Platform of BSE/ SME Exchange / BSE SME	The SME platform of BSE, approved by SEBI as an SME Exchange for listing of equity shares offered under Chapter IX of the SEBI ICDR Regulations
First/sole Applicant	Applicant whose name shall be mentioned in the Application Form or the Revision Form and in case of joint Applications, whose name shall also appear as the first holder of the beneficiary account held in joint names
FII/ Foreign Institutional Investors	Foreign Institutional Investor (as defined under SEBI (Foreign Institutional Investors) Regulations, 1995, as amended) registered with SEBI under applicable laws in India
General Information Document/GID	The General Information Document for investing in public issues prepared and issued in accordance with the SEBI ICDR Regulations, circular (CIR/CFD/DIL/12/2013) dated October 23, 2013, notified by SEBI and updated pursuant to the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 as amended and modified by the circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, and SEBI Circular bearing number (SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018 and Circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018.
Issue Closing Date	January 11, 2019, the date after which the Designated Intermediaries will not accept any Applications.
Issue Opening Date	January 8, 2019, the date on which the Designated Intermediaries shall start accepting Applications.
Issue Period	The period between the Issue Opening Date and the Issue Closing Date, inclusive of both days, during which Applicants can submit their Applications, including any revisions thereof.
Issue Proceeds	Proceeds from the Issue that will be available to our Company. For further information about use of Issue Proceeds, kindly refer the chapter titled “ <i>Objects of the Issue</i> ” on page 75 of this Prospectus
Issue/ Issue Size	The initial public offer of up to 49,92,000 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ 80 each, aggregating up to ₹ 3,993.60 Lakh
Issue Agreement	The agreement dated September 25, 2018 between our Company and the LM, pursuant to which certain arrangements are agreed to in relation to the Issue
Issue Price	The price at which Equity Shares will be Allotted in terms of this Prospectus

Term		Description
		being ₹ 80 per Equity Share.
Lead Manager or LM		Vivro Financial Services Private Limited
Listing Agreement		The Equity Listing Agreement to be signed between our Company and the BSE Limited
Lot Size / Bid Lot		1,600 Equity Shares
Market Making Agreement		Market Making Agreement dated December 6, 2018 between our Company, the LM and Market Maker.
Market Maker		Market Maker appointed by our Company from time to time, in this case being Airan Finstocks Private Limited, who has agreed to receive or deliver the specified securities in the market making process for a period of three years from the date of listing of our Equity Shares or for any other period as may be notified by SEBI from time to time
Market Maker Reservation Portion		The Reserved Portion of 2,49,600 Equity Shares of face value of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 199.68 Lakh for the Market Maker in this Issue
Mutual Fund(s)		A mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996, as amended from time to time
Net Issue to the Public/ Net Offer to the Public		The Issue, excluding the Market Maker Reservation Portion, of 47,42,400 Equity Shares of face value of ₹10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 3,793.92 Lakh by our Company
Net Proceeds		The Issue Proceeds, less the Issue related expenses, received by the Company
Non Institutional Applicants/Non Institutional Investors / NII		All Applicants, including Category III FPIs that are not QIBs or Retail Individual Investors, who apply for Equity Shares for an amount of more than ₹2,00,000 but not including NRIs other than Eligible NRIs
Non-Resident		A person resident outside India, as defined under FEMA and includes FIIs and FPIs
OCB/Overseas Body	Corporate	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 Foreign Exchange Management (Deposit) Regulations, 2000, as amended from time to time. OCBs are not allowed to invest in this Issue
Other Investors		All investors, including QIBs and NIIs, applying in this Issue who are not Retail Individual Investors.
Other Investors Category		The portion of Net Issue to the Public which is available for allocation and Allotment to Other Investors.
Person/Persons		Any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, or trust or any other entity or organization validly constituted and/or incorporated in the jurisdiction in which it exists and operates, as the context requires
Prospectus		This Prospectus dated December 26, 2018 registered with the RoC in accordance with section 26 of the Companies Act, 2013 and SEBI ICDR Regulations containing, <i>inter alia</i> , the Issue Price, the Issue Size and certain other information.
Proposed Object / Proposed Project		To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat
Public Issue Account		Account to be opened with the Banker to the Issue i.e. Yes Bank Limited under Section 40 of the Companies Act, 2013 to receive monies from the SCsBs from the bank accounts of the Applicants on the Designated Date.
Public Issue Account Agreement / Banker to the Issue Agreement		Agreement entered on December 10, 2018 amongst our Company, the LM, the Registrar to the Issue and Public Issue Bank/Banker to the Issue for collection of the Application Amount on the terms and conditions thereof.
Qualified Institutional Buyers or QIBs		Qualified Institutional Buyers as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations
Refund Account (s)		The account to be opened with the Refund Bank(s), from which refunds, if

Term	Description
	any, of the whole or part of the Application Amount (excluding refund to Applicants) shall be made
Refund Bank(s) / Refund Banker(s)	Bank(s) which is / are clearing member(s) and registered with the SEBI as Bankers to the Issue at which the Refund Account will be opened, in this case being Yes Bank Limited
Refund through electronic transfer of funds	Refund through NACH, Direct Credit, RTGS or the ASBA process, as applicable
Registered Broker	Individuals or companies registered with SEBI as "Trading Members" (except Syndicate/Sub-Syndicate Members) who hold valid membership of BSE having right to trade in stocks listed on Stock Exchanges, through which investors can buy or sell securities listed on stock exchanges, a list of which is available on <a href="http://www.bseindia.com">www.bseindia.com</a>
Registrar / Registrar to the Issue / Registrar and Share Transfer Agent or RTA	Bigshare Services Private Limited
Registrar Agreement	The agreement dated September 25, 2018 entered by our Company and the Registrar to the Issue in relation to the responsibilities and obligations of the Registrar to the Issue pertaining to this Issue.
Resident Indian	A person resident in India, as defined under FEMA
Retail Individual Investors / Retail Individual Applicants/RII	Individual Applicants, who apply for an amount of not more than ₹ 2,00,000 (including HUFs applying through their Karta and Eligible NRIs)
Retail Individual Investors Category / Retail Individual Applicants Category	The portion of Net Issue to the Public which is available for allocation and Allotment to Retail Individual Investors / Retail Individual Applicants.
Revision Form	Form used by the Applicants, to modify the quantity of the Equity Shares and the Application Amount in any of their Application Forms or any previous Revision Form(s)
SCSB / Self Certified Syndicate Banker	Shall mean Banks registered under SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time, and which offer the service of making Applications Supported by Blocked Amount including blocking of bank account and a list of which is available on <a href="https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpis&amp;intmId=34">https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpis&amp;intmId=34</a> or at such other website as may be prescribed by SEBI from time to time
Specified Locations	Collection centres where the Syndicate shall accept Application Forms from Applicants, a list of which is available on the website of SEBI ( <a href="http://www.sebi.gov.in">www.sebi.gov.in</a> ) and updated from time to time
Sub-Syndicate members	A SEBI registered member of a stock exchange appointed by the LM and/or Syndicate Member to act as a Sub- Syndicate Member in the Issue
Syndicate Agreement	Agreement dated December 10, 2018 entered into amongst the LM, the Syndicate Member(s) and our Company in relation to the procurement of Application Forms by Syndicate
Syndicate Member(s)	Intermediaries registered with SEBI who are permitted to accept bids, applications and place orders with respect to the issue and carry out activities as an underwriter, namely, the LM and other Syndicate Member(s)
Syndicate or Members of the Syndicate	The LM and the Syndicate Member(s)
TRS or Transaction Registration Slip	The slip or document issued by the Designated Intermediaries to the Applicant as proof of registration of the Application
Underwriter(s)	Vivro Financial Services Private Limited
Underwriting Agreement	The Underwriting Agreement dated December 6, 2018 entered into between the Underwriter(s) and our Company
Working Days	Working Day means all days on which commercial banks in Mumbai are open for business; provided however, with reference to the Issue Period, Working Day shall mean all days, excluding Saturdays, Sundays or a public holiday, on which commercial banks in Mumbai are open for business; and with reference to the time period between the Issue Closing Date and the



<b>Term</b>	<b>Description</b>
	listing of the Equity Shares on the Stock Exchange, Working Day shall mean all trading days of Stock Exchange, excluding Sundays and bank holidays

**Technical and Industry Related Terms:**

<b>Term</b>	<b>Description</b>
ABT	Availability Based Tariff
AC	Alternating Current
Amod Substation	GETCO substation located at Amod, Bharuch, Gujarat
AMP	Ampere
APPC	Average Pooled Purchase Cost
APTEL	Appellate Tribunal for Electricity
ASSOCHAM	The Associated Chambers of Commerce and Industry of India
AT&C	Aggregate Technical And Commercial Losses
BU	British Units
CAGR	Compound Annual Growth Rate
CCTV	Closed-circuit television
CEA	Central Electricity Authority
CERC	Central Electricity Regulatory Commission
CPP	Captive Power Producer
CSO	Central Statistics Organisation
CT	Current Transformer
CUF	Capacity Utilisation Factor
DC	Direct Current
DGVCL	Dakshin Gujarat Vij Company Limited
Dia	Diameter
DISCOM	Distribution Companies
Dist	District
DSRA	Debt Service Reserve Account
EBIDTA	Earnings before interest, taxes, depreciation and amortization
EPC	Engineering, Procurement and Construction
FDI	Foreign Direct Investment
FY	Financial Year
GDP	Gross Domestic Product
GERC	Gujarat Electricity Regulatory Commission
GERMI	Gujarat Energy Research & Management Institute
GETCO	Gujarat Energy Transmission Corporation Limited
GI	Galvanized Iron
GIDC	Gujarat Industrial Development Corporation
GST	Goods & Service Tax
GW	Gigawatt
HT	High Tension
ICRA	ICRA Limited
IMF	International Monetary Fund
IPP	Independent Power Producer
IRR	Internal Rate of Return
KERC	Karnataka Electricity Regulatory Commission
Km	Kilometer
KPBPL	K P Buildcon Private Limited
KPEL	K.P. Energy Limited
KV	Kilo Volts
KVE	Kilo Volt Electricity
LOI	Letter of Intent
mm	Millimeter
MMS	Module Mounting Structure
MNRE	Ministry of New and Renewable Energy

<b>Term</b>	<b>Description</b>
MoU	Memorandum of Understanding
MS	Mild Steel
MT	Metric Tonnes
MW	Megawatt
NAPCC	National Action Plan on Climate Change
NTP	National Tariff Policy
NTPC	NTPC Limited
NVVN	NTPC Vidyut Vyapar Nigam Limited
°C	Degree Celsius
O&M agreement	Operation & Maintenance agreement
OCTC	Off Circuit Tap Changer
OFC	Optical Fiber Communication
PLF	Plant Load Factor
PPA	Power Purchase Agreements
PT	Potential Transformer
PV	Photovoltaic
RCC	Reinforced concrete
RE	Renewable Energy
REC	Renewable Energy Certificates
RPO	Renewable Purchase Obligation
RTU	Remote Terminal Unit
SCADA	Supervisory control and data acquisition
SECI	Solar Energy Corporation of India
SERC	State Electricity Regulatory Commissions
SLDC	State Load Dispatch Center
Solarism Plant	Our plant located at Sudi, Samiyala & Tanchha village, Amod, Bharuch, Gujarat
T&D	Transmission & Distribution
Ta	Taluka
UDAY	Ujwal DISCOM Assurance Yojana
Unit I	Existing solar power plant for 15 MW (5 MW and 10 MW) at Solarism Plant
Unit II	Proposed solar power plant for 25 MW at Solarism Plant
VCB	Vacuum Circuit Breaker
VGF	Viability Gap Funding
W	Watt
WTG	Wind Turbine Generator

**Conventional and General Terms/ Abbreviations:**

<b>Term</b>	<b>Description</b>
₹ or INR or Rs.	Indian National Rupee
A/C	Account
AGM	Annual General Meeting
AIF	Alternative Investments Fund as defined in and registered with SEBI under the Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
AS / Accounting Standard	Accounting Standards as issued by the Institute of Chartered Accountants of India
A.Y.	Assessment Year
AoA	Articles of Association
ASBA	Applications Supported by Blocked Amount
BIFR	Board for Industrial and Financial Reconstruction
LM	Lead Manager
CAGR	Compounded Annual Growth Rate
CBIC	Central Board of Indirect Taxes and Customs
CC	Cash Credit

<b>Term</b>	<b>Description</b>
CDSL	Central Depository Services (India) Limited
CEO	Chief Executive Officer
CFO	Chief Financial Officer
COO	Chief Operating Officer
CIN	Corporate Identity Number
Companies Act/ Companies Act, 2013	Companies Act, 2013 and the rules made thereunder, to the extent in force pursuant to notification of the Notified Sections
Companies Act, 1956	Companies Act, 1956 and the rules made thereunder (without reference to the provisions thereof that have ceased to have effect upon notification of the Notified Sections)
CS	Company Secretary
DB	Designated Branch
Depositories	NSDL and CDSL; Depositories registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, as amended from time to time
Depositories Act	The Depositories Act, 1996, as amended from time to time
DIN	Director Identification Number
DIPP	The Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India
DP	Depository Participant
DP ID	Depository Participant's Identity
DRHP	Draft Red Herring Prospectus
DTAA	Double Taxation Avoidance Agreement
EBIDTA	Earnings before Interest, Depreciation, Tax, Amortization and extraordinary items.
ECS	Electronic Clearing Services
EGM	Extra-ordinary General Meeting
ESIC	Employee State Insurance Corporation
EPS	Earnings per Share
ESPS	Employee Stock Purchase Scheme
EUR	Euro
FCNR Account	Foreign Currency Non Resident Account
FEMA	Foreign Exchange Management Act, 1999 as amended from time to time and the regulations framed there under
FDI	Foreign Direct Investment
FEMA Regulations	Foreign Exchange Management (Transfer or Issue of Security by Person Resident Outside India) Regulations, 2017 as amended from time to time
FII(s)	Foreign Institutional Investors
FIPB	The Foreign Investment Promotion Board, Ministry of Finance, Government of India
FIs	Financial Institutions
FPI	Foreign Portfolio Investor
Fugitive Economic Offender	An individual who is declared a fugitive economic offender under section 12 of the Fugitive Economic Offenders Act, 2018
FV	Face Value
FVCI	Foreign Venture Capital Investor registered under the Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000
FY	Financial Year beginning on April 1 and ending on March 31
GAAP	Generally Accepted Accounting Principles
GCP	General Corporate Purpose
GDP	Gross Domestic Product
GOI / Government	Government of India
GPCB	Gujarat Pollution Control Board
GST	Goods and Service Tax
HNI	High Networth Individual
HUF	Hindu Undivided Family

<b>Term</b>	<b>Description</b>
IBC	Insolvency and Bankruptcy Code, 2016
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
Indian GAAP	Generally Accepted Accounting Principles in India
IPO	Initial Public Offering
IPR	Intellectual Property Right
ISIN	International Securities Identification Number
ISO	International Organization for Standardization
KMP	Key Managerial Personnel
Ltd.	Limited
MNC	Multinational Corporation
MOA	Memorandum of Association
MoU	Memorandum of Understanding
N/A or NA	Not Applicable
NAV	Net Asset Value
NACH	National Automated Clearing House which is a consolidated system of ECS
NCLT	National Company Law Tribunal
NCLAT	National Company Law Appellant Tribunal
NEFT	National Electronic Fund Transfer
Net Worth	the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation
NGO	Non-Governmental Organisation
NII	Non-Institutional Investor
NR	Non Resident
NRE Account	Non Resident (External) Account
NRI	Non Resident Indian, is a person resident outside India, who is a citizen of India or a person of Indian origin and shall have the same meaning as ascribed to such term in the Foreign Exchange Management (Deposit) Regulations, 2016, as amended from time to time
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
p.a.	per annum
P/E Ratio	Price Earnings Ratio
PAN	Permanent Account Number
PAT	Profit After Tax
PBT	Profit Before Tax
PIB	Press Information Bureau
PSU	Public Sector Undertaking
Pvt.	Private
QIB	Qualified Institutional Buyer
RBI	Reserve Bank of India
ROCE	Return on capital employed
ROE	Return on equity
RoNW	Return on Net Worth
RTGS	Real Time Gross Settlement
SCORES	SEBI Complaints Redress System
SCRA	The Securities Contracts (Regulation) Act, 1956
SCRR	The Securities Contracts (Regulation) Rules, 1957
SCSB	Self-Certified Syndicate Bank
SEBI	The Securities and Exchange Board of India
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014

<b>Term</b>	<b>Description</b>
SEBI ICDR Regulations/ ICDR Regulations	SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as amended
SEBI Insider Trading Regulations	The SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended, including instructions and clarifications issued by SEBI from time to time
SEBI Listing Regulations / Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
SEBI Takeover Regulations/ Takeover Regulations / Takeover Code	Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, including instructions and clarifications issued by SEBI from time to time
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investor) Regulations, 2000.
Sec.	Section
Sq.	Square
Sq. mtr	Square Meter
SME	Small and Medium Enterprise
TAN	Tax Deduction Account Number
UPI	Unified Payments Interface
U.S. GAAP	Generally accepted accounting principles in the United States of America
u/s	Under Section
US/ U.S. / USA	United States of America
USD or US\$	United States Dollar
UT	Union Territory
Venture Capital Fund(s)/ VCF(s)	Venture capital funds as defined and registered with SEBI under the Securities and Exchange Board of India (Venture Capital Fund) Regulations, 1996, as amended from time to time.
VAT	Value Added Tax
WDV	Written Down Value
w.e.f.	With effect from
Wilful Defaulter	Company or person categorised as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on willful defaulters issued by the Reserve Bank of India

Notwithstanding the foregoing, the terms defined -

- (i) In the section titled “*Main Provisions of the Articles of Association*” beginning on page 269 of this Prospectus, shall have the meaning given to such terms in that section;
- (ii) In the chapter titled “*Financial Statements*” beginning on page 162 of this Prospectus, shall have the meaning given to such terms in that chapter;
- (iii) In the section titled “*Risk Factors*” beginning on page 22 of this Prospectus, shall have the meaning given to such terms in that section;
- (iv) In the chapter titled “*Statement of Possible Tax Benefits*” beginning on page 90 of this Prospectus, shall have the meaning given to such terms in that chapter; and
- (v) In the chapter titled “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” beginning on page 204 of this Prospectus, shall have the meaning given to such terms in that chapter.

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

All references to “India” contained in this Prospectus are to the “Republic of India”.

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

### **Financial Data**

Unless the context requires otherwise, the financial data in this Prospectus is derived from our Restated Financial Information. Our Restated Financial Information has been prepared in accordance with the Companies Act, 2013 and Indian GAAP and restated in accordance with the SEBI ICDR Regulations as amended.

In this Prospectus, any discrepancies in any table between the total and the sum of the amounts listed are due to rounding off. All figures in decimals have been rounded off to the second decimal place and all percentage figures have been rounded off to two decimal places and accordingly there may be consequential changes in this Prospectus.

Our Company’s Financial Year commences on April 1 and ends on March 31 of the following year accordingly, all references to a particular financial year, are to the 12 month period ended on March 31 of that year. Unless the context otherwise requires, all references to a year in this Prospectus are to a calendar year and references to a Financial Year are to March 31 of that calendar year.

The Restated Financial Information as of and for the Financial Years ended March 31, 2018, 2017, 2016 and as at six months ended on September 30, 2018 are included in this Prospectus.

There are significant differences between Indian GAAP and accounting principles and auditing standards with which prospective investors may be familiar in other countries, including IFRS and U.S. GAAP. We have not attempted to explain those differences or quantify their impact on the financial data included herein, and we urge you to consult your own advisors regarding such differences and their impact on our financial data. Accordingly, the degree to which the Restated Financial Information included in this Prospectus will provide meaningful information is entirely dependent on the reader’s level of familiarity with Indian accounting practices. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in this Prospectus should accordingly be limited. Our Company does not provide a reconciliation of its financial statements to IFRS or U.S. GAAP financial statements.

Any percentage amounts, as set forth in “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” beginning on pages 22,106 and 204 of this Prospectus, respectively, and elsewhere in this Prospectus, unless otherwise stated or context requires otherwise, have been calculated on the basis of our Restated Financial Information.

### **Currency and units of presentation**

All references to:

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

Our Company has presented certain numerical information in this Prospectus in “Lakh” units. The words “Lakh” or “lac” mean “1,00,000”.

### **Industry and Market Data**

Unless stated otherwise, industry and market data used in this Prospectus has been obtained or derived from the report titled “*Strong demand outlook for renewable energy aided by policy support and improving cost competitiveness; however, regulatory challenges persist*” July 2017 by ICRA Limited and publicly available information as well as other industry publications and sources. The Report has been prepared at the request of our Company.

Industry publications generally state that information contained in those publications has been obtained from sources believed to be reliable but their accuracy, timeliness and completeness are not guaranteed and their reliability cannot be assured. Accordingly, no investment decision should be made on the basis of such information. The industry data used in this Prospectus has not been independently verified by the LM or our Company, or any of their affiliates or advisors. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those discussed in “*Risk Factors - We have referred to the data derived from industry report commissioned from the ICRA Limited.*” on page 41 of this Prospectus. Accordingly, investment decisions should not be based solely on such information.

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

### Exchange rates

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

The following table sets forth, for the periods indicated, information with respect to the exchange rate between the Rupee and the U.S. Dollar:

Currency	As on September 30, 2018	As on March 31, 2018	As on March 31, 2017	As on March 31, 2016
1 USD	72.55	65.04	64.84	66.33

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

*In case the above mentioned date is a public holiday, the previous calendar day not being a public holiday has been considered.*

The reference rate as on December 24, 2018 is ₹ 70.18 per U.S. Dollar. (Source: [www.fbil.org.in](http://www.fbil.org.in))

## FORWARD-LOOKING STATEMENTS

This 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 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 forward-looking statements due to risks or uncertainties associated with expectations relating to, *inter alia*, regulatory changes pertaining to the industries in India in which we operate and our ability to respond to them, our ability to successfully implement our strategy, our growth and expansion, technological changes, our exposure to market risks, general economic and political conditions in India which have an impact on 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 the industries in which we operate.

Certain important factors that could cause actual results to differ materially from our expectations include, but are not limited to, the following:

- Our ability to obtain the necessary funding and on acceptable terms;
- The limited pool of potential purchasers of utility scale quantities of electricity;
- Risks and uncertainties when developing solar energy projects;
- Environmental conditions at our solar energy projects;
- Our PPAs may be terminated by our counterparties;
- Our ability to enter into PPA’s on favorable term under IPP in future;
- Our ability to grow revenue from CPP division;
- Decrease in electricity rate at which power is sold by DISCOM;
- Constraints in the availability of the electricity grid, including our inability to obtain access to transmission;
- General economic and business conditions in the markets in which we operate and in the local, regional, national and international economies;
- Changes in laws and regulations relating to the sectors/areas in which we operate;
- Increased competition in the Industry which we operate;
- Any adverse outcome in the legal proceedings in which we are involved;
- Our failure to keep pace with rapid changes in technology;
- The occurrence of natural disasters or calamities;
- Our ability to manage risks that arise from these factors;
- Changes in government policies and regulatory actions that apply to or affect our business.

For further discussion on factors that could cause actual results to differ from expectations, kindly refer “*Risk Factors*”, “*Our Business*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” beginning on pages 22, 106, and 204 respectively of this 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.

There can be no assurance to investors that the expectations reflected in these forward-looking statements will prove to be correct. Given these uncertainties, investors are cautioned not to place undue reliance on such forward-looking statements and not to regard such statements to be a guarantee of our future performance.

Forward-looking statements reflect current views as of the date of this Prospectus and are not a guarantee of future performance. These statements are based on the management’s beliefs and assumptions, which in turn are based on currently available information. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate, and the forward-looking statements based on these assumptions could be incorrect. Neither our Company, our Directors, the LM 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 the SEBI ICDR Regulations, our



Company and the LM will ensure that the investors in India are informed of material developments until the time of the grant of listing and trading permission by the Stock Exchange.

## OFFER DOCUMENT SUMMARY

### (A) Primary business of our Company and the industry in which it operates:

#### Primary business of our Company:

We are a solar power generating Company focused on providing solar power, both as an Independent Power Producer (“IPP”) under the brand name of ‘Solarism’ and as service provider to Captive Power Producer (“CPP”) customers. We build, own, operate and maintain grid connected solar power projects as IPP and generate revenue by entering into Power Purchase Agreements (“PPA”) with third parties for selling power units generated through our solar projects. We also develop, transfer, operate and maintain grid connected solar power projects for CPP customers and generate revenue by selling these projects to CPP customers for their captive use requirements. Both these businesses are currently carried out at our plant located at Sudi & Tanchha village, Amod, Bharuch, Gujarat. We have an installed capacity of 15 MW at Solarism Plant and have completed CPP sales of 1.90 MW of solar power plant for our clients till September 30, 2018.

#### Details of the industry in which our Company operates:

Our Company is into power generation sector through renewable energy by way of solar power. India has the fifth largest power generation capacity in the world. The country ranks third largest producer and third largest consumer of electricity in the world, with the installed power capacity reaching 343.90 GW as of June 2018. During the FY18, the electricity production in India was 1,201.543 BU, which has been growing at a CAGR of 5.69% over the period of FY10–FY18. India solar power generation capacity is expected to be 100 GW by 2022.

(B) Mr. Faruk G. Patel is Promoter of our Company.

(C) Initial Public Issue of up to 49,92,000 Equity Shares of ₹ 10 each of the Company for cash at a price of ₹ 80 per Equity Share (including a share premium of ₹ 70 per Equity Share) aggregating up to ₹ 3,993.60 Lakh (the “**Issue**”) of which 2,49,600 Equity Shares of face value of ₹10 each reserved for subscription Market Maker to the Issue (Market Maker Reservation Portion”). The Issue less the Market Maker Reservation Portion i.e. Net Issue of 47,42,400 Equity Shares of face value of ₹ 10 each is hereinafter referred to as the “**Net Issue**”. The Issue and the Net Issue will constitute 27.63% and 26.25%, respectively of the post Issue paid up equity share capital of the Company.

### (D) Objects of the issue:

The Net Proceeds are proposed to be used as detailed herein below:

Sr. No.	Particulars	Estimated Amount (₹ in Lakh)
1.	To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat	3,458.94
2.	For General Corporate Purposes	354.15
	<b>Total</b>	<b>3,813.09</b>

For, further details, kindly refer chapter titled “*Objects of the Issue*” on page 75 of this Prospectus.

(E) Our Promoter and Promoter Group holds in aggregate 92,31,684 Equity Shares constituting 70.61% of the pre-Issue paid-up equity share capital of our Company. For, further details, kindly refer chapter titled “*Capital Structure*” on page 60 of this Prospectus.

**(F) Summary of Restated Financial Statements:**

(₹ in Lakhs)

Particulars	For six months ended September 30, 2018	For Financial Year ended March 31,		
		2018	2017	2016
Equity Share capital	1,307.50	1,294.44	550.00	350.00
Net Worth	6,148.35	5,669.79	3,167.76	1,355.99
Revenue	1,820.80	3,158.28	2,602.09	2,751.12
Profit after tax	387.17	1,140.92	812.49	767.97
Earnings per share (Basic and Diluted)	2.99*	9.39	7.95	8.09
Net Asset Value per equity share (In ₹)	47.02	43.80	57.60	38.74
Total borrowings (as per balance sheet) (including current maturities of long term borrowings)	3,860.29	4,192.51	3,094.03	1,376.94

\*not annualised

**(G) Qualifications of the Statutory Auditor:**

The Restated Financial Statements do not contain any qualification except for non provisioning of gratuity liability for the period upto FY 2017. However, during the period ended as on March 31, 2018, the Company recognized the entire amount by way of gratuity provisioning as per AS 15.

**(H) Summary of Outstanding Litigations:**

Following are the details of the outstanding litigations involving our Company, Promoter, Directors and Group Companies:

Sr. No.	Nature of Cases		No. of outstanding cases	Amount to the extent quantifiable (in ₹)*
<b>(I) Litigations against our Company/ Promoter / Group Company/ Directors</b>				
1.	<b>Tax</b>	Income Tax	1	29,80,800
2.	<b>Civil</b>	Insolvency Applications before the National Company Law Tribunal, Ahmedabad Bench**	2	Unascertainable
3.	<b>Civil</b>	Other pending litigations filed against our Group Companies	4	Unascertainable
<b>(II) Litigations filed by our Company / Promoter / Group Company/ Directors</b>				
4.	<b>Criminal</b>	Complaints under Section 138 of the Negotiable Instruments Act, 1881 filed by our Company	2	15,73,330
5.	<b>Tax</b>	Service Tax matter filed by our Group Company	1	4,31,62,979
6.	<b>Civil</b>	Other Pending Litigation filed by our Group Company	1	Unascertainable

\*The aforementioned amounts have been recorded to the extent they are quantifiable. The amounts mentioned above may be subject to additional interest rates and/or penalties being levied by the concerned authorities for delay in making payment or otherwise. Amount of interest and/ or penalty that may be levied is unascertainable as on the date of this Prospectus.

\*\* Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively, have filed a pursis for withdrawal of the Insolvency Applications on December 21, 2018 inter alia stating that a settlement has been arrived at between the parties by way of Settlement Agreements dated December 18, 2018 pursuant to which the Company has agreed to pay the settled amount of Rs. 36,50,000/- and Rs. 63,43,675/-, respectively by way of post dated cheques dated January 20, 2019, and accordingly, Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively have sought to withdraw the Insolvency

Application and have requested the NCLT to dispose the application by passing necessary orders. The withdrawal orders to be passed pursuant to the pursis for withdrawal filed before the NCLT is awaited.

For further details pertaining to outstanding litigations, kindly refer to the chapter titled “*Outstanding Litigations and Material Developments*” beginning on page 219 of this Prospectus.

- (I) For the details pertaining to the internal and external risk factors relating to the Company, kindly refer to the chapter titled “*Risk Factors*” beginning on page 22 of this Prospectus.

**(J) Summary of contingent Liabilities:**

As of September 30, 2018, our contingent liabilities not provided for in our Restated Financial Statements are as follows:

Particulars	(₹ in Lakhs)
	<b>For six months ended September 30, 2018</b>
<b>1. Contingent Liabilities</b>	
Demand of Income Tax	113.05
LC & BG Issued by Bank	190.56
Corporate Guranatee	142.00
<b>2. Commitments</b>	
Estimated amount of contracts remaining to be executed on capital account and not provided for.	-
<b>Total</b>	<b>445.61</b>

For further details pertaining to contingent liabilities, kindly refer to the chapter titled “*Financial Statements – Annexure XXXIV – contingent liabilities*” beginning on page 198 of this Prospectus.

**(K) Summary of related party transactions:**

Following is the summary of related party transactions entered by the Company for six months ended September 30, 2018 and FYs ended March 31, 2018, 2017 & 2016:

Particulars	For six months ended September 30, 2018	For Financial Year ended March 31,		
		2018	2017	2016
Subscription Received for Purchase of Equity Shares	12.85	-	132.35	120.70
Advance Amount Received for Sale of Plot	4.75	-	-	-
Advance Amount Repaid for cancellation against Sale of Plot	4.75	-	-	-
Managerial Remuneration	11.45	15.66	15.00	12.00
Interest Paid on Loans & Advances	-	0.45	0.12	-
Salary	2.10	19.69	9.00	7.97
Purchase	10.94	423.20	439.13	545.71
Sales	655.20	-	-	-
Loans & Advances Given	4.24	10.00	-	-
Loans & Advances Taken	166.50	605.93	105.26	100.00
Loans & Advances Repaid	198.80	-	-	-
Loan Received Back	2.06	0.54	-	-
Interest Paid	36.00	72.00	-	-
Donation Given	0.21	-	-	-

For further details pertaining to Related Party Transactions, kindly refer to the chapter titled “*Financial Statements – Annexure XXXV – Related Party Transactions*” beginning on page 201 of this Prospectus.

- (L) There has been no financing arrangement whereby our Promoter, 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 the period of six months immediately preceding the date of this Prospectus.

(M) The weighted average price at which Equity Shares was acquired by our Promoter, Mr. Faruk G. Patel in the last one year is ₹ 6.40 per Equity Share.

(N) The average cost of acquisition of Equity Shares by our Promoter, Mr. Faruk G. Patel is ₹ 14.85 per Equity Share.

(O) **Issue of Equity Shares for consideration other than cash in the last one year from the date of this Prospectus:**

<b>Date of the allotment</b>	<b>No. of shares Allotted</b>	<b>Issue Price (in ₹ Per Share)</b>	<b>Reasons for allotment</b>	<b>Benefits accruing to our Company</b>
March 05, 2018	64,72,222	NA	Bonus Issue	NA

For further details pertaining to Issue of Equity Shares for consideration other than cash, kindly refer to the chapter titled “*Capital Structure*” beginning on page 60 of this Prospectus.

(P) Our Company has not undertaken any split or consolidation of Equity Shares in the last one year from the date of this Prospectus.

## SECTION II - RISK FACTORS

*An investment in Equity Shares involves a high degree of risk. You should carefully consider all the information in this Prospectus, including the risks and uncertainties described below, before making an investment in our Equity Shares. In making an investment decision, prospective investors must rely on their own examination of our Company and the terms of this Issue including the merits and risks involved. Any potential investor in, and subscriber of, the Equity Shares should also pay particular attention to the fact that we are governed in India by a legal and regulatory environment in which some material respects may be different from that which prevails in other countries. The risks and uncertainties described in this section are not the only risks and uncertainties we currently face. Additional risks and uncertainties not known to us or that we currently deem immaterial may also have an adverse effect on our business. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, our business, results of operations and financial condition could suffer, the price of our Equity Shares could decline, and you may lose all or part of your investment. Additionally, our business operations could also be affected by additional factors that are not presently known to us or that we currently consider as immaterial to our operations.*

*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 implications of any of the risks mentioned herein. Unless otherwise stated, the financial information of our Company used in this section is derived from our restated financial statements prepared in accordance with Indian GAAP and the Companies Act and restated in accordance with the SEBI ICDR Regulations. Unless otherwise stated, the financial information used in this section is derived from and should be read in conjunction with restated financial statements of our Company for the FY 2018, FY 2017 and FY 2016 and six months ended September 30, 2018 in each case prepared in accordance with Indian GAAP, including the schedules, annexure and notes thereto.*

*To obtain a better understanding, you should read this section in conjunction with the chapters titled “Our Business” beginning on page 106, “Industry Overview” beginning on page 93 and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” beginning on page 204 respectively, of this Prospectus as well as other financial information contained herein.*

*The Risk factors have been determined on the basis of their materiality. The following factors have been considered for determining the materiality.*

- 1. Some risks may not be material individually but may be material when considered collectively.*
- 2. Some risks may have material impact qualitatively instead of quantitatively.*
- 3. Some risks may not be material at present but may have a material impact in the future.*

*The financial and other related implications of risks concerned, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are risk factors where the impact may not be quantifiable and hence the same has not been disclosed in such risk factors. Unless otherwise stated, the financial information of the Company used in this section is derived from our financial statements under Indian GAAP, as restated in this Prospectus. Unless otherwise stated, we are not in a position to specify or quantify the financial or other risks mentioned herein. For capitalized terms used but not defined in this chapter, refer to the chapter titled “Definitions and Abbreviation” beginning on page 3 of this Prospectus. The numbering of the risk factors has been done to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another.*

### INTERNAL RISK FACTORS

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

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

Mentioned below are the details of the proceedings pending against our Company, our Promoter, our Group Company and our Directors as on the date of this Prospectus along with the amount involved, to

the extent quantifiable, based on the materiality policy for litigations, as approved by the Company in its Board meeting held on September 25, 2018:

**Litigations against our Company / Promoter / Group Company / Directors:**

Sr. No.	Nature of Cases	No. of outstanding cases	Amount to the extent quantifiable (in ₹)
<b>(I) Litigations against our Company/ Promoter / Group Company/ Directors</b>			
1.	<b>Tax</b> Income Tax	1	29,80,800
2.	<b>Civil</b> Insolvency Applications before the National Company Law Tribunal, Ahmedabad Bench	2	Unascertainable
3.	<b>Civil</b> Other pending litigations filed against our Group Companies	4	Unascertainable

**Litigations filed by our Company/ Promoter / Group Company/ Directors:**

Sr. No.	Nature of Cases	No. of outstanding cases	Amount to the extent quantifiable (in ₹)
<b>(I) Litigations filed by our Company / Promoter / Group Company/ Directors</b>			
1.	<b>Criminal</b> Complaints under Section 138 of the Negotiable Instruments Act, 1881 filed by our Company	2	15,73,330
2.	<b>Tax</b> Service Tax matter filed by our Group Company	1	4,31,62,979
3.	<b>Civil</b> Other Pending Litigation filed by our Group Company	1	Unascertainable

There can be no assurance that these litigations will be decided in our favour or in favour of our Promoter, group company and our Directors and consequently it may divert the attention of our management and Promoter and waste our corporate resources and we may incur significant expenses in such proceedings and may have to make provisions in our financial statements, which could increase our expenses and liabilities. If such claims are determined against us, our Promoter and our Directors, there could be a material adverse effect on our reputation, business, financial condition and results of operations, which could adversely affect the trading price of our Equity Shares.

**2. *Insolvency Applications before the National Company Law Tribunal, Ahmedabad Bench have been filed against our Company.***

Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively had filed two separate Insolvency Applications against the Company before the National Company Law Tribunal, Ahmedabad Bench on account of our Company's alleged nonpayment of the outstanding amounts, aggregating to ₹ 65,81,432/- and ₹1,05,18,331/- under the respective purchase orders, towards supply of certain goods. The matters are currently at the preadmission stage. While Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively, have filed a pursoris for withdrawal of the Insolvency Applications on December 21, 2018 inter alia stating that a settlement has been arrived at between the parties by way of Settlement Agreements dated December 18, 2018 pursuant to which the Company has agreed to pay the settled amount of Rs. 36,50,000/- and Rs. 63,43,675/-, respectively by way of post dated cheques dated January 20, 2019, and accordingly, Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively have sought to withdraw the Insolvency Application and have requested the NCLT to dispose the application by passing necessary orders. The withdrawal orders to be passed pursuant to the pursoris for withdrawal filed before the NCLT is awaited. Moreover, in terms of the settlement agreements entered into between the parties, in case of non-realization of the settlement amounts, Lanco Solar Energy Private Limited and Lanco Solar Private Limited, respectively can initiate legal proceedings against the Company. The details of these cases have been disclosed in the chapter titled "*Outstanding Litigation and Material Developments*" beginning on page 219 of this Prospectus.


3. ***There have been some instances of non-filing / delays / incorrect filings in the past with certain statutory authorities. If the authorities impose monetary penalties on us or take certain punitive actions against our Company in relation to the same, our business, financial condition and results of operations could be adversely affected.***


In the past, there have been some instances of non-filings or incorrect filings or delays in filing statutory forms with the RoC, which in certain instances have subsequently been filed along with the payment of additional fees, as specified by RoC. Further, we may be liable for payment of penalty/ fees and additional expenses arising from our inability to furnish correct particulars, in respect of the RoC filings, and for misrepresentation of facts which may occur due to non-availability of documents.

Our Company had given collateral to K.P. Energy Limited, our Group Company in the year 2011 without prior approval of Central Government as per section 295 of Companies Act, 1956. Our Company has filed the compounding application under section 295 of Companies Act, 1956 (corresponding section 185 of the Companies Act, 2013) with Regional Director, North – Western Region on July 31, 2018 for compounding of the default, pursuant to which a compounding fee of Rs. 30,000/- each was paid by the Managing Director, Mr. Faruk G. Patel; Mr. Gulammahmad A. Patel, erstwhile director; and Mrs. Rashida Gulam Patel, erstwhile director of the Company and the application was disposed. As on the date of this Prospectus, the requisite approvals from the shareholders of the Company have been obtained by the Company. Further, the charge is satisfied with respect the said collateral.

Except as mentioned in this Prospectus, till date, there has been no penalty levied on the Company for such delays / defaults. However, it cannot be assured that even in future no such penalty will be levied. Therefore, if the authorities impose monetary penalties on us or take certain punitive actions against our Company or its Directors / Officers in relation to the same, our business, financial condition and results of operations could be adversely affected.

4. ***Intellectual property rights are important to our business and we may be unable to protect them from being infringed by others which may adversely affect our business value, financial condition and results of operations.***

As on the date of this Prospectus, we have not yet obtained registration for our business logo “” and hence we do not enjoy the statutory protection accorded to a registered trademark. We have made an application dated May 5, 2015 for registration of our corporate logo, which has been objected by certain third party; accordingly, there can be no assurance that our application will succeed. Grounds for refusal of registration may include the validity or scope of the application. If we are unable to obtain a registration, we may still continue to use the corporate logo but remain vulnerable to infringement and passing-off by third parties and will not be able to enforce any rights against them. We may also need to change our corporate logo which may adversely affect our reputation and business and could require us

to incur additional costs. Further, as on the date of this Prospectus, the trademark, word and logo “” does not belong to us. The said trademark belongs to our Group Company, K P Buildcon Private Limited. Our Company has entered into an agreement with KP Buildcon Private Limited, dated March 24, 2013, for the use of the said trademark by our Company. The Agreement is void until terminated by both the parties. Further, our Company had paid ₹ 1 in consideration for usage of corporate Logo to K P Buildcon Private Limited.. If our Group Company withdraws, refuses to renew or terminates this agreement, we will not be able to make use of the said trademark, name or logo in connection with our business and consequently, we may be required to invest significant resources in changing our logo which may adversely affect our reputation and business.

Although, we believe that that our present systems are adequate to protect our confidential information and intellectual property, there can be no assurance that our intellectual property data, trade secrets or proprietary technology will not be copied, infringed or obtained by third parties. Further, our efforts to protect our intellectual property may not be adequate and may lead to erosion of our business value and our operations could be adversely affected. This may lead to litigations and any such litigations could be time consuming and costly and their outcome cannot be guaranteed. Our Company may not be able to detect any unauthorized use or take appropriate and timely steps to enforce or protect our intellectual property, which may adversely affect our business, financial condition and results of operations. For



further details pertaining to our intellectual property, kindly refer to the chapter titled “*Our Business*” beginning on page 106 of this Prospectus.

5. ***If we are not able to obtain, renew or maintain our statutory and regulatory licenses, registrations and approvals required to operate our business, it may have a material adverse effect on our business, results of operations and financial condition.***

We require certain statutory and regulatory licenses, registrations and approvals to operate our business some of which are granted for a fixed period of time and need to be renewed from time to time. Further, in future, we may also be required to obtain new licenses, registrations and approvals for any proposed operations, including any expansion of existing operations. There can be no assurance that the relevant authorities will renew such licenses, registrations and approvals in a timely manner or at all. Further, these licenses, registrations and approvals are subject to several conditions, and our Company cannot assure that it shall be able to continuously meet such conditions or be able to prove compliance with such conditions to statutory authorities, and this may lead to cancellation, revocation or suspension of relevant licenses, approvals and registrations. We may be subject to penalties or suffer a disruption in our business activities, any of which could adversely affect our results of operations. Further, our Company will be responsible for bearing any and all liabilities arising out of this non-compliance. If we are unable to renew, maintain or obtain the required registrations or approvals, it may result in the interruption of our operations and may have a material adverse effect on our revenues and operations. Failure by our Company to renew, maintain or obtain the required licenses or approvals, or cancellation, suspension, or revocation of any of the licenses, approvals and registrations may result in the interruption of our Company’s operations and may have a material adverse effect on our business. For further details on the licenses obtained by our Company and licenses for which renewal applications have been made, kindly refer the chapter titled “*Government and Other Key Approvals*” beginning on page 227 of this Prospectus.

6. ***A certain portion of the land on which our solar power projects are or will be located may require certain approvals and permits in order for us to use such land for developing solar power projects. In the event we are unable to obtain such approvals and permits, our business, results of operations, cash flows and financial condition could be adversely affected.***

Some of our solar power projects are located, or will be located, on agricultural land, or land owned by private parties. The land title transfer process is dependent on the type of land on which the solar power projects are, or will be located, and the policies of the relevant state governments in the places in which such land is located. In the case of land acquired from private parties which is agricultural land, the transfer of such land from agriculturalists to non-agriculturalists such as us and the use of such land for nonagricultural purposes may require an order from the relevant state land or revenue authority allowing such transfer and use. As on date, our Company had made all the requisite applications to the relevant authorities for change in land use in respect of our existing solar projects and while some of the permissions have been granted in respect of such applications, some are still awaited. We cannot assure you that the relevant approvals will be received, or that lease deeds will be executed in a timely manner, such that the operation of our solar power projects will be unaffected. Further, the terms of lease agreements may not be coterminous with the lifetime of the solar power projects. Accordingly, we may have to obtain extensions of the terms of such leases and sub-leases for the remainder of the terms of the corresponding PPAs. In the event that the concerned parties do not wish to renew the lease agreements, we may be forced to remove our equipment at the end of the lease and our business, results of operations, cash flows and financial condition could be adversely affected.

7. ***We may not be able to identify or correct defects or irregularities in title to the properties which we own, lease or intend to acquire in connection with the development of our solar power projects as land title in India can be uncertain.***

There is no central title registry for real property in India and the documentation of land records in India has not been fully digitized. Property records in India are generally maintained at the state and district level and in local languages, and are updated manually through physical records. Therefore, property records may not be available online for inspection, may be illegible, untraceable, and incomplete, may not have been updated, may be inaccurate in certain respects, or may have been kept in poor condition, which may impede title investigations or our ability to rely on such property records. Title to land in India is often fragmented, and in many cases, land may have multiple owners. Title may also suffer from

irregularities, such as non-execution or non-registration of conveyance deeds and inadequate stamping, and may be subjected to encumbrances that we are unaware of and that may not be apparent on the face of the relevant documentation. Any defects in, or irregularities of, title may result in a loss of development or operating rights over the land, which may prejudice the success of our power projects and require us to write off substantial expenditure in respect of our solar power projects. Improperly executed, unregistered or insufficiently stamped conveyance instruments in a property's chain of title, unregistered encumbrances in favor of third parties, rights of adverse possessors, ownership claims of family members of prior owners or third parties, or other defects that a purchaser may not be aware of can affect title to a property. We may also acquire land from power of attorney holders, who are authorized to transfer land on behalf of the owners of such land. We cannot assure you that any such power of attorney that has been granted is valid or entitles the power of attorney holder to exercise the right to transfer rights over such land. As a result, potential disputes or claims over title to the land on which our solar power projects are located or will be constructed may arise. However, an adverse decision from a court or the absence of an agreement with such third parties may result in additional costs and delays in the construction and operating phases of any solar power projects situated on such land. Also, such disputes, whether resolved in our favor or not, may divert management's attention, harm our reputation or otherwise disrupt our business. Our rights to the properties used for our solar power projects may be challenged by property owners and other third parties for various other reasons as well. Any such challenge, if successful, could impair the development or operations of our solar power projects on such properties. More than 23.61% of the total land area we currently utilize or intend to utilize for our solar power projects is on leasehold land, and we may be subject to onerous conditions under the lease agreements through which we acquire rights to use such land and rights of way. All of this may adversely affect our business, results of operations and cash flows in the future. For details relating to the properties of the Company, kindly refer to the chapter titled "*Our Business*" on page 106.

8. ***We have entered into an Agreement to Sell dated June 22, 2013 which has further been amended vide amendment to Agreement to Sell dated September 8, 2018 and further entered in to Agreement to Sell dated April 7, 2018 which has further been amended vide amendment to Agreement to Sell dated December 13, 2018 with certain parties ("the Sellers") for purchase of land situated at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat, admeasuring 78.99 acres upon which the Proposed Project is to be set up. Non-completion or delay in completion of the transaction by the Sellers may materially impact the setting up of our Proposed Project and utilization of the Issue Proceeds.***

We have not yet acquired the entire portion of land upon which our proposed solar project of 25MW is to be set up and 78.99 acres out of 96.87 acres of land still remains to be acquired from certain parties. Whilst our Company has entered into an Agreement to Sell dated June 22, 2013 which has further been amended vide amendment to Agreement to Sell dated September 8, 2018 with certain parties and further entered in to Agreement to Sell dated April 7, 2018 which has further been amended vide amendment to Agreement to Sell dated December 13, 2018 for the acquisition of the 3.96 acres out of 78.99 acres of land from our Promoter Director, there can be no assurance that the transaction will be completed as envisaged within the specified time or at all. In case there is a delay in completion of the transaction, the portion of the Issue Proceeds to be utilized towards the purchase of such lands may not be effectively utilized. The funds raised from the Issue may remain idle on account of such delay in completion of the sale transactions. Moreover, the Company will also be required to obtain necessary approvals of change in land use pursuant to the acquisition of such lands. There can be no assurance that such approvals will be obtained in a timely manner or at all. Failure to obtain such approvals will restrict the Company from making use of such lands for setting up its Proposed Project. The cost of relocating a site may be very significant. There is no assurance that our Company will be able to procure alternate sites at favourable pricing terms. Any such relocation and/or increase in the costs incurred due to such relocation could cause disruption of our business and may adversely affect the setting up of our Proposed Project, and use of the Issue Proceeds. In addition, we may not always have the ability to access, analyse and verify all information regarding titles and other issues prior to entering into purchase arrangements in respect of the site of the Proposed Project and to the extent there is any defect in the titles of any of such sites, our ability to continue operating at such sites may be adversely affected.

9. ***We do not own some of the key properties from where, we carry out our operations.***

In order to meet the funding requirement of our solar power business, we have sold parcels of land to various investors and have taken the same area on lease basis for a period of 25 years. Our Solar Power

Projects are built on leasehold land and there can be no assurance that the lease agreement will be renewed upon termination or that we will be able to obtain other premises, having similar climatic conditions, on lease on same or similar commercial terms. If we fail to comply with the terms & conditions of the lease or if we fail to get the lease deed renewed, it would adversely affect our business operations, financial position.

The Registered Office of our Company situated at Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395 009, Gujarat, India is owned by our Promoter and Managing Director, Mr. Faruk G. Patel and his father, Mr. Gulambhai A. Patel for which no agreement has been entered into. While our Promoter and Managing Director has given our Company the consent to use this property, this consent may be withdrawn at any time as no agreement has been entered into for use of this property. There can be no assurance that we will be able to retain the same, or find alternate locations on similar terms, or at all.

- 10. *A portion of the proceeds of the Issue will be utilized for acquiring 78.99 acres of land amounting to ₹ 1,750.78 lakh from the Promoter, Directors, their relatives and certain other parties, upon which the Proposed Project is to be set up.***

One of the Objects of the Issue is for part funding of the Proposed Project which in turn involves acquisition of lands upon which the Proposed Project is to be set up. Our Company will be utilizing a portion of the proceeds of the Issue for acquiring 78.99 acres of land amounting to ₹ 1,750.78 lakh from the Promoter, Directors, their relatives and certain other parties (out of which our Company has paid advance amounting to ₹ 345.04 Lakh to respective parties), upon which the Proposed Project is to be set up. For further details, please see the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.

- 11. *Our Company has acquired immovable properties from our Promoter, Directors and their relatives in the past.***

Our Company has acquired certain immovable properties from our Promoter, Directors and their relatives in the past. Whilst, it is believed that all such transactions have been conducted on an arms-length basis, there can be no assurance that our Company could not have achieved more favourable terms had such transactions not been entered into with related parties. For further details, kindly refer “*Financial Statements*” beginning on page 162 of this Prospectus and the chapters titled “*Our Management*”, “*Our Business*” and “*Objects of the Issue*” beginning on pages 136, 106 and 75, respectively of this Prospectus.

- 12. *Our operations are sensitive to seasonal changes.***

Our operations may be adversely affected as a result of seasonal variations. The amount of electricity our solar power projects produce is dependent in part on the amount of sunlight, or irradiation, where our projects are located. Because shorter daylight hours in winter months results in less irradiation, the generation capacities of our projects will vary depending on the season. In addition, our solar power projects may be affected by the monsoon season, which generally lasts from May through September. If we fail to adequately manage the fluctuations in the timing of our projects, our business, financial condition or results of operations could be affected. The seasonality of our energy production may also create increased demands on our working capital reserves and borrowing capacity under our outstanding debt during periods where cash generated from operating activities is lower. During periods of curtailed activity due to adverse weather conditions, we may continue to incur operating expenses, but our revenues from operations may be delayed or reduced.

- 13. *Electricity generation from solar energy systems depends heavily on suitable weather and climate conditions, natural calamities and adverse work environments. If there is any change in the weather conditions or solar radiations at sites that we have previously identified as suitable for solar power projects, our business, financial condition and results of operations could be adversely affected.***

Electricity production from our solar power projects depend on the suitable solar and weather conditions, both of which are beyond our control. Furthermore, components of our systems, such as panels, could be damaged during severe weather conditions like floods, cyclone, earthquake etc. We have identified Sudi Village to carry out our solar power projects in order to have a location advantage as the area is solar rich

with solar radiation of 5.46 kWh / m<sup>2</sup> / day as per National Renewable Energy Laboratory. This has enabled us to achieve a CUF of 20.07% for FY 2018 and 17.53% for six months ended September 30, 2018. However, considering that this is a natural occurring phenomenon, if there is a reduction in the solar radiations at our site, it could reduce our CUF and could adversely affect our results of operations and financial condition. Change in weather patterns could also make it harder to predict the average annual amount of sunlight striking the location where we install. Any of these events or conditions could harm our business, financial condition and results of operations.

**14. *Our business is subject to a variety of safety, health and environmental laws labour, and workplace related laws and regulations. Any failure on our part to comply with these applicable laws and regulations could have an adverse effect on our operations and financial condition.***

Our Company is subject to various central, state and local environmental and safety laws, concerning issues such as harm caused by air or wastewater emission and contamination. While we believe that our facilities are currently in compliance in all material respects with applicable environmental laws, legislations and regulatory requirements, additional costs and liabilities related to compliance with these laws and regulations may impact our business. Further, any changes in the applicable laws and regulations in the future may create substantial environmental compliance or remediation liabilities and costs, including monetary fines, criminal penalties on our Company's officers for violation of applicable laws, or imposition of restrictions on our Company's operations (which may include temporary suspension or closure of its operations). We may also, in the future, become involved in legal or regulatory proceedings, in relation to which we may be required to comply with more rigorous environmental or safety standards, or to incur significant capital and operating expenses and / or remedial costs. These factors may adversely affect our revenues and operations.

Since we need labour to run our projects, our Company is subject to variety of workplace related laws and regulations. We are required to maintain records and also file periodic returns in relation to the same. Although, we believe that we have complied with all the applicable laws and regulations, in the event of any breach of such laws and regulations, we may be subject to penal consequences which would adversely affect our operations and financial condition.

**15. *The growth of our business and development of IPP solar power projects depends on securing rights to sites suitable for the development of our projects.***

Our ability to realise our business and growth plans is dependent on our ability to develop and secure rights to sites suitable for the development of viable projects. Solar energy project sites require certain geological conditions that are not available in all areas. Suitable sites are determined on the basis of cost, solar resource levels, topography, grid connection infrastructure and other relevant factors. Further, utility scale solar energy projects must be interconnected to the power grid in order to deliver electricity, which requires us to find suitable sites with adequate evacuation and transmission infrastructure. Utility scale solar energy projects also require sufficient contiguous land for development. We cannot assure you that we will be able to procure contiguous parcels of land for our utility scale solar energy projects on terms that are acceptable to us, or at all. Some locations used for evacuation and transmission facilities are not owned by us and are located on land owned by third parties. In such cases, we enter into arrangements for rights of way to construct the facilities. Some of the land area we currently utilise is on leasehold land, and we may be subject to conditions under the lease agreements through which we acquire rights to use such land. These conditions include, among others, restrictions on land use, continual operating requirements, and other obligations which include obtaining requisite approvals, payment of necessary statutory charges and giving preference to local workers for construction and maintenance. We are also exposed to the risk that these leases will not be extended or will be terminated by the relevant lessees. Any failure by us to secure suitable sites may materially impact the development of a project and may also result in non-compliance with related conditions under project agreements. If this occurs across a number of our projects, our business and prospects could be materially and adversely affected.

**16. *We face competition from conventional and other renewable energy producers. Our primary competitors include domestic and foreign conventional and renewable energy project developers, IPPs and utilities.***

We compete with renewable energy project developers in India on the basis of a number of differentiating factors in the industry, including site selection, access to vendors, access to project land, efficiency and reliability in project development and operation and auction bid terms. Further, we compete with both conventional and renewable energy companies for the financing needed to develop and construct projects. We also compete with other conventional and renewable energy companies in India for a limited pool of personnel with requisite industry knowledge and experience, equipment supplies, permits and land to develop new projects. Our operational projects may compete on price if we sell electricity into power markets at wholesale market prices. We may also compete with other conventional energy and renewable energy generators when we bid on, negotiate or renegotiate a PPA.

Some of our competitors may have greater financial, marketing, personnel and other resources than we do and may be in a position to acquire renewable energy projects by paying a significant premium or otherwise seek to grow their business more aggressively. A reduction in demand for energy from renewable energy sources or our failure to successfully acquire new renewable energy projects may have an adverse effect on our business and financial condition.

Furthermore, technological progress in conventional forms of electricity generation or the discovery of large new deposits of conventional fuels could reduce the cost of electricity generated from those sources or make them more environmentally friendly, and as a consequence reduce the demand for electricity from renewable energy sources or render our projects uncompetitive. Further, certain of our competitors may also grow through corporate reorganizations or alliances with other competitors.

Any growth in the scale of our competitors may result in the establishment of advanced in-house engineering, EPC, and O&M capabilities, which may offset any current advantage we may have over them. Moreover, any merger of our suppliers or contractors with any of our competitors may limit our choices of suppliers or contractors and reduce our overall project execution capabilities. In addition, our competitors may have greater financial resources and more localised business presence. Increased competition may result in price reductions, reduced margins and a loss of our market share, any of which may adversely affect our business, financial condition and prospects.

**17. *Our ability to deliver electricity to our various counterparties requires the availability of and access to interconnection facilities and transmission systems, and we are exposed to the extent and reliability of the Indian power grid and its dispatch regime.***

Our ability to sell electricity is impacted by the availability of, and access to, relevant and adequate evacuation and transmission infrastructure required to deliver power to our contractual delivery point and the arrangements and facilities for interconnecting our generation projects to the transmission systems, which are owned and operated by state electricity boards. The operational failure of existing interconnection facilities or transmission facilities or the lack of adequate capacity on such interconnection or transmission facilities or evacuation infrastructure may have an adverse effect on our ability to deliver electricity to our various counterparties which may subject us to penalties under our PPAs. India's physical infrastructure, including its electricity grid, is less developed than that of many countries. As a result of grid constraints, such as grid congestion and restrictions on transmission capacity of the grid, the transmission and dispatch of the full output of our projects may be curtailed. We may have to stop producing electricity during the period when electricity cannot be transmitted, for instance, when the transmission grid fails to work. This may affect our ability to supply the contracted amount of power to the off taker which may result in imposition of certain penalties on us under the terms of the relevant PPAs. Furthermore, if construction of power projects in India, particularly in the states and regions that we operate in, outpaces transmission capacity of power grids, we may not be in a position to transmit, or have dispatched, all of our potential electricity to the power grid and therefore may be dependent on the construction and upgrading of grid infrastructure by government or public entities for increased capacity.

**18. *Our revenues are exposed to changes in electricity tariffs and tariff regulation and structuring.***

Our most significant source of revenue is derived from the sale of electricity based on the tariffs specified in our PPAs, which are determined in the case of sale to any captive customers and/or third party private purchaser, at a tariff which is commercially agreed between the parties and in most cases includes all taxes and access and wheeling charges which are determined by the CERC or the relevant SERC.

In relation to tariffs which are to be approved by the SERC or the CERC, the additional costs of operating our projects might not be recovered if the approved tariffs are lower than our projected tariffs. In certain cases, the term of our PPAs is less than the expected life of our projects, which may expose us to the risk of being unable to sell the power we generate after the term of the PPA or sell power at less favourable tariffs and terms than under the original PPAs for such projects. Any of the above factors may have an adverse effect on our financial condition and results of operations.

**19. *The reduction, modification or elimination of government and economic incentives may reduce the economic benefits of our existing solar power projects and our opportunities to develop or acquire suitable new solar power projects.***

The development and profitability of renewable energy projects in the locations in which we operate are dependent on policy and regulatory frameworks that support such developments. Changes in policies could lead to a significant reduction in or a discontinuation of the support for solar power in such locations. Without such support, solar power markets might not be commercially viable in such locations. For example, the Government of India had provided acceleration depreciation benefit at the rate of 80% on the book value of a solar power plant. However in the union budget of 2016-17, the government reduced it to 40% (with effect from 1 April 2017) as a result, the benefit of tax savings has been spread over many years. Currently, the incentives made available to us have been primarily in the form of exemptions such as exemptions from the cross subsidy charge, additional surcharge, wheeling charge, reduced wheeling losses (3% as against 10%) and accelerated depreciation benefits provided by state governments which may vary from state to state, and other incentives to end users, distributors, system integrators and manufacturers of solar energy products. In addition, certain state policies also provide subsidies and economic incentives. The size and specified time duration of such incentives depend, to a large extent, on political and policy developments relating to environmental concerns in India. Changes in central and state policies could lead to a significant reduction in or a discontinuation of the support for renewable energies. Reductions in government and economic incentives that apply to future solar power projects could not only diminish the availability of our opportunities to continue to develop or acquire suitable newly developed solar power projects but may also apply retroactively to existing solar power projects, which could significantly reduce the economic benefits we receive from our existing solar power projects. Moreover, some of the solar programs incentives have expired or declined over time are limited in total funding, require renewal from regulatory authorities or require us to meet certain investment or performance criteria. Additionally, we may not continue to qualify for such incentives. We could also choose to implement other solar power projects that are outside the scope of such incentives.

If such direct and indirect government support for renewable energy (in particular, solar power) is terminated or reduced, it would make producing electricity from solar power projects less competitive and reduce demand for new solar power projects. As a highly regulated industry, the solar power industry is also heavily affected by those policies and regulations of the central and state governments in India that are not in favor of the industry. A significant reduction in the scope or discontinuation of government incentive programs could have an adverse effect on our business, financial condition, results of operations, cash flows and prospects.

**20. *We are receiving certain tax benefits, which may not be available to us in the future. Loss of these tax benefits in the future may result in a decrease in our margins, which could in turn have a material adverse effect on our business, financial condition and results of operations.***

Loss of any of the existing tax benefits in the future may result in a decrease in our margins, which could in turn result in a material adverse effect on our business, financial condition and results of operations. For further details of the tax benefits available to us, please see the chapter titled “*Statement of Tax Benefits*” beginning on page 90 of this Prospectus.

**21. *Restrictions on solar equipment imports may increase our business costs.***

A substantial part of our equipment, mainly solar cells, is imported from China and certain other countries. Any restrictions, either from the central or state/provincial governments of India or China, or from any other authorised bilateral or multilateral organisations, on such imports may adversely affect our business, results of operations and prospects. Further, there is a possibility that, as in certain countries, additional duties may be imposed in India on the equipment we import. In addition, there has been media speculation that the Indian government is considering imposing import tariffs (including anti-dumping duties and safeguard duties) on solar module panels to protect Indian manufacturers. We cannot assure that there will not be any new action by the relevant authorities imposing anti-dumping or other import duties or similar tariffs. Any such imposition will result in an increase in our input costs for our solar business, and, if the consequent increased costs cannot be passed on to off-takers, our margins will correspondingly decrease. We cannot assure you that such restrictions or tariffs will not be imposed in the future, that the scope of such restrictions or tariffs will not be extended to cover equipment that we import, or that if such restrictions or tariffs are imposed we will be able to find alternative sources to procure equipment at competitive prices.

**22. *We face an increase of costs as a result of the GoI's implementation of GST on equipment used and services rendered in the development of our solar power projects.***

GST has been implemented on July 1, 2017. The implementation of GST has led to increases in tax rates on equipment used in solar power projects. There may also be discontinuance of certain exemptions from which we currently benefit, especially when imported equipment or interstate procurement is involved. There can be no assurance that our cash flows and results of operations will not be affected by the new tax regime. Further, any future increases or amendments to the GST may affect our overall tax efficiency and we may be liable to pay additional taxes. Although, GST may have positive effects simultaneously on the solar power industry, for instance, boosting the governmental initiative of "Make in India" to improve the competitiveness of Indian domestic manufacturers of solar power cells, panels and modules, we cannot guarantee that its negative impact on the whole solar power industry can be offset completely, or assure you that our existing projects will not be adversely affected by any curtailment of tax reliefs on the solar power industry.

**23. *All of our experience in operating the solar power projects is derived from projects which we have acquired in the state of Gujarat. Hence, we have limited exposure in operating projects outside Gujarat which may make it difficult to evaluate our past performance and prospects with respect to different geographies.***

All of our projects are located in the state of Gujarat. Whilst we have successfully commissioned 5 MW Solar Power Project in January 2016 and installed 10 MW in July 2017, most of our experience operating projects is derived from a single state in India. The experience that we have gained from our existing projects may not be fully relevant or applicable to the development/ operation of future renewable energy projects if any in other states of India and hence we may face limitations to geographical growth of business. We face additional risks if we undertake projects in other geographic areas in which we do not possess the same level of experience.

Given our limited operating history in the solar power business, we may not succeed in addressing certain risks pertaining to companies in an early stage of growth, including our ability to acquire and retain customers or maintain adequate control of our costs and expenses. Entering into new regions or spaces may pose challenges to our management, administrative, financial and operational resources. If we are unsuccessful in addressing business risks in time or at all, our business may be materially and adversely affected. Accordingly, investors should consider our business and prospects in light of the risks, losses and challenges that we face as an early-stage company. Further, our limited operating history may not provide a meaningful basis for evaluating our business, financial performance, prospects or results of operations, or to make a decision about an investment in our Equity Shares.

**24. *We face risks and uncertainties when developing solar energy projects.***

The development and construction of solar energy projects involve numerous risks and uncertainties and require extensive research, planning and due diligence. Before we can determine whether a solar energy

project is economically, technologically or otherwise feasible, we may be required to incur significant capital expenditure for land and interconnection rights, regulatory approvals, preliminary engineering, equipment procurement, legal and other work.

Success in developing a particular project is contingent upon a number of factors, including but not limited to (i) securing appropriate land, with satisfactory land use permissions on reasonable terms (ii) accurately assessing resource availability at levels deemed acceptable for project development and operations (iii) receiving critical components and equipment (that meet our design specifications) on schedule and on acceptable commercial terms (iv) securing necessary project approvals, licences and permits in a timely manner (v) availability of adequate grid infrastructure and obtaining rights to interconnect the project to the grid or to transmit energy (vi) obtaining financing on competitive terms (vii) completing construction on schedule and (viii) entering into PPAs or other arrangements on acceptable terms. There may be delays or unexpected difficulties in completing our projects as a result of these or other factors. We may also reduce the size of some of our projects due to the occurrence of one or more of these factors. If we experience such problems on a number of our projects, our business, financial condition, results of operations and prospects could be materially and adversely affected.

**25. *Our in-house EPC operations expose us to certain risks.***

We undertake EPC-related services for our solar energy projects in-house, which exposes us to certain risks that would ordinarily be borne by third parties if we outsourced these services. By entering into third party EPC contracts on the basis of fixed price contracts would insulate us from adverse price fluctuations for the equipment and materials we use for constructing solar power projects. As a result, we are exposed to construction cost risks that could be caused by various factors, including but not limited to increases in the price and availability of labour, equipment and materials; inaccuracies of drawings and technical information; delays in the delivery of equipment and materials to project sites; unanticipated increases in equipment costs; delays caused by local and seasonal weather conditions; and any other unforeseen design and engineering issues, or physical, site and geological conditions that may result in delays.

Additionally, we are primarily responsible for all equipment and construction defects, potentially adding to the cost of construction of our solar power projects. Although we generally obtain warranties from our equipment suppliers, we cannot assure that we will be successful with any warranty claims against our suppliers.

**26. *Our PPAs expose us to certain risks that may affect our future performance and can lead to negative cash flows.***

We have entered into long term PPAs for distributed solar energy projects which provide for differential tariffs. However, the majority of our PPAs provide for fixed tariff rates which in turn are linked to the rates offered by DISCOM. For further details, see “*Our Business*” on page 106. Owing to the competition and decreasing rate of tariff from other sources of power producers, we are not likely to be able to renegotiate terms of the PPAs to include a higher tariff rates. Also, setting up a solar power project requires high capital investment. The cost of electricity produced by solar power projects is dependent on the cost of establishment, finance cost, maintenance cost, evacuation cost etc. These costs cannot be reduced below a certain extent. The prices at which we supply power may have little or no relationship to the costs incurred in generating power, which may lead to fluctuations in our margins. The price at which electricity can be sold depends on a rate at which electricity is sold by other competitors including players generating power from other than solar. If significant developments in technology for other sources of power generation result in reduction of their selling price, then in order to compete with them, we would have to reduce our selling price and it would lead to reduction of our return on investment and profitability. In the event of increases in operating costs or equipment costs, or increased costs as a result of changes in applicable laws, we may not be able to pass these cost increases on to our customers. Therefore, the prices at which we supply power may have little or no relationship with the costs incurred in generating power.



27. ***We cannot assure that we shall be able to utilize our existing or proposed solar projects to their full capacity or up to an optimum capacity, and non-utilisation of the same may lead to loss of profits or can result in losses, and may adversely affect our business, results of operations and financial condition.***

Our existing solar projects have an installed capacity of 15 MW of which 15 MW are currently utilised. We propose to set up a new solar power project with installed capacity of 25 MW, which would increase our total capacity to 40 MW. We will incur significant capital expenditure on setting up the same. We cannot assure that we shall be able to utilize our existing or proposed solar projects to their full capacity or up to an optimum capacity, and non-utilisation of the same may lead to loss of profits or can result in losses, and may adversely affect our business, results of operations and financial condition. There cannot be any assurance that the proposed capacity would be utilized to its full extent.

28. ***There can be no assurance that the objects of the Issue will be achieved within the time frame anticipated or at all, or that the deployment of the Net Proceeds in the manner intended by us will result in any increase in the value of your investment. Further, the plan for deployment of the Net Proceeds has not been appraised by any bank or financial institution.***

Our Company intends to use approximately ₹ 3,458.94 Lakh of the Net Proceeds to part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat. Our Board will have flexibility in temporarily investing the Net Proceeds as well as its inter se allocation across various heads under the setting up of the Proposed Project, as disclosed in the section titled “*Objects of the Issue*” on page 75. Further, the plans for deployment of the Net Proceeds are in accordance with our management’s estimates and have not been appraised by any bank, financial institution or any other external agency. Our Company may have to revise its management estimates from time to time on account of various factors beyond its control, such as market conditions, competitive environment, and interest or exchange rate fluctuations and consequently its requirements may change.

29. ***In the event there is a shortfall in receipt of issue proceeds from this Issue, we may be unable to meet the equity requirement for the proposed 25 MW solar project which may have a bearing on the completion of our Proposed Project on time.***

In case of any shortfall of the proceeds raised from this Issue, there can be no assurance that we will be able to raise the funds through other sources to meet our obligations of meeting equity contribution for our Proposed Project. In case of shortfall in the proceeds of this Issue which are to be utilized for meeting the objects of the Issue, the shortfall will be met by such means as are available to our Company at such future time and at the discretion of the management, including by way of cash available with us or by any other means permissible under law. We cannot assure that we will be able to arrange for adequate cash or will be able to procure further loans to meet the funding requirements. Any failure to meet the additional funding requirements will have a material adverse effect on the implementation of the Proposed Project.

We may also be required to adhere to certain restrictive covenants as regards raising of finance for the project from means other than those sanctioned under our present financing documents. Any failure or delay on our part to raise funds from the Issue or any shortfall in the Issue proceeds and subsequent inability of our Company to source alternate means of finance may delay the implementation of our project and could adversely affect our growth plans.

30. ***The Company is yet to place orders for 98.84% of its plant & machinery for our Proposed Object, as specified in the Objects of the Issue. Any delay in placing orders, procurement of plant & machinery may delay our implementation schedule and may also lead to increase in price of these plant & machinery, further affecting our revenue and profitability.***

As on date of this Prospectus, we are yet to place orders for 98.84% of plant & machinery for our Proposed Object. Further, we have identified the type of plant and machinery required to be bought for our Proposed Object, and for which orders are yet to be placed which are amounting to ₹ 8,071.37 Lakh as detailed in the “*Objects of the Issue*” beginning on page 75 of this Prospectus. These are based on our estimates and on third-party quotations, which are subject to a number of variables, including possible

cost overruns, changes in management's views of the desirability of current plans, change in supplier of equipments, among others, which may have an adverse effect on our business and results of operations. Further, we cannot assure that we would be able to procure these plant and machinery, or procure the same within budgeted costs and timelines. Delays in acquisition of the same could result in the cost and time overrun in the implementation of the Project, which would have a material adverse effect on our business, results of operations and financial condition. For further details, kindly refer to the chapter titled "Objects of the Issue" beginning on page 75 of this Prospectus.

**31. We have certain contingent liabilities and our financial condition and profitability may be adversely affected if any of these contingent liabilities materialize.**

As on September 30, 2018, our contingent liabilities and commitments (to the extent not provided for) as disclosed in the notes to our Restated Financial Information, aggregated to ₹ 445.61 lakh. The details of our contingent liabilities are as follows:

Particulars	As at September 30, 2018 (₹ in Lakh)
<b>a) Contingent liabilities</b>	
i) Demand of Income Tax	113.05
ii) LC & BG issued by bank	190.56
iii) Corporate Guarantee	142.00
<b>b) Commitments</b>	
Estimated amount of contracts remaining to be executed on capital account and not provided for.	-
<b>Total</b>	<b>445.61</b>

If any of these contingent liabilities materialize, our results of operations and financial condition may be adversely affected. For further details of our contingent liabilities, see the chapter titled "Financial Statements" beginning on page 162 of this Prospectus. Furthermore, there can be no assurance that we will not incur similar or increased levels of contingent liabilities in the future.

**32. Our Group Companies namely, KP Sor-Urja Limited and KP Human Development Foundation, have incurred losses in years as mentioned below. Sustained financial losses by our Group Companies may not be perceived positively by external parties such as customers, bankers or suppliers, which may affect our market perception, credibility, reputation and consequently, business operations.**

Our following Group Companies had incurred losses in the years mentioned below:

Name of the Company	(In ₹ Lakh)		
	FY 2018	FY 2017	FY 2016
KP Sor-Urja Limited	(0.95)	(3.43)	0.08
KP Human Development Foundation	(0.84)	0.00	0.00

If our Group Companies keeps incurring sustained losses in the future, the same may not be perceived positively by external parties including customers, bankers or suppliers, which may affect our market perception, credibility, reputation and consequently, business operations.

**33. Some of our Group Companies have objects similar to that of our Company's business and are engaged in the same and / or similar line of business / industry in which our Company operates. This may be a potential source of conflict of interest for us and which may have an adverse effect on our business, financial condition and results of operations.**

Our Promoter has interests in other companies and entities that may compete with us, including other Group Companies that conduct businesses with operations that are similar to ours. Our Promoter is also a Director on the Board of certain other Group Companies. For details please refer to the Chapter titled "Our Group Companies" on page 153 of this Prospectus. There is no requirement or undertaking for our Promoter, Promoter Group or Group Companies or such similar companies to conduct or direct any opportunities in the solar power sector only or through us. As a result, conflict of interests may arise in

allocating or addressing business opportunities and strategies amongst our Company and our Group Companies in circumstances where our interests differ from theirs. In cases of conflict, our Promoter may favour other Companies in which our Promoter has an interest. Further, the Memorandum of Association of certain of our Group Companies, namely, K P Buildcon Private Limited, K. P. Energy Ltd, K P Sor-Urja Limited entitle such Companies to undertake and carry out businesses that are similar or related to our business. There can be no assurance that such 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 businesses of our Group Companies which could have an adverse effect on our business, financial condition, results of operations and prospects.

- 34. *Our revenues and profits are dependent on several factors. Any adverse change in these factors or in combination of these factors may affect our business operations and the financial condition and consequently, our ability to pay dividends.***

Our revenues and profits are dependent on several factors such as developing new solar projects, retaining key managerial personnel, complying with various regulatory requirements, repeat orders from our clients, managing costs and expenses and general market conditions. Any adverse change in these factors or a combination of these factors may adversely affect our business operations and financial condition. Further, although we have consistently paid dividends in the past, our ability to pay dividends will depend upon our future earnings, financial condition, cash flows, working capital requirements, capital expenditures, and various other factors and there can be no assurance that we shall have distributable funds or that we will declare dividends in the future as well.

- 35. *Implementing our growth strategy requires significant capital expenditure and will depend to a significant extent on our ability to obtain the necessary funding and on acceptable terms.***

We require significant capital for the installation and construction of our solar power projects and other aspects of our operations. There can be no assurance that going forward we will be able to finance our projects with a combination of equity and debt as we have done in the past or that the terms of available financing will remain attractive. Any changes to our growth strategy could affect our ability to set up new solar power projects and also force us to be more conservative with our growth strategy. There can be no assurance that we will be successful in obtaining additional financing in the time periods required or at all, or on terms or at costs that we find attractive or acceptable. Any such failures may render it impossible for us to fully execute our growth plan. In addition, rising interest rates could adversely affect our ability to secure financing on favorable terms and our cost of capital could, as a result, increase significantly.

Our ability to obtain external financing is subject to a number of uncertainties, including (i) our future financial condition, results of operations and cash flows; (ii) the general condition of global equity and debt capital markets; (iii) regulatory and government support in the form of tax credit incentives, and other incentives; (iv) the continued confidence of banks and other financial institutions in us and the solar power industry; (v) economic, political and other conditions in India; and (vi) our ability to comply with any financial covenants under our debt financing.

Any additional equity financing by our Company may be dilutive to our shareholders and any debt financing may contain restrictive covenants that limit our flexibility going forward. Failure to manage discretionary spending and raise additional capital or debt financing as required may adversely affect our ability to achieve our intended business objectives.

- 36. *We may face difficulties in implementing our strategies including our expansion and diversification plans of entering new geographical areas, development and commercialization of new products.***

We may face difficulties in implementing our strategies including our expansion and diversification plans of entering into new geographical areas and development and setting up of new solar power projects due to various factors such as entry barriers, stringent rules and regulations, fierce competition in the new markets, inadequacy of funds for expansion, high cost of debt that may be required for expansion and diversification. Implementation of our strategies may pose significant challenges to our administrative, financial and operational resources and additional risks that our Company may not be able to foresee. Failure to successfully implement some or all of our key strategic initiatives in an

effective and timely manner may adversely affect our future business prospects. For further details on our business strategies, kindly see the chapter titled “*Our Business*” beginning on page 106 of this Prospectus.

- 37. *Our success depends largely upon the knowledge and experience of our Promoter and other Key Managerial Personnel. Any loss of our Key Managerial Personnel or our ability to attract and retain them could adversely affect our business, operations and financial condition.***

Our Promoter Mr. Faruk G. Patel has a cumulative experience of more than 18 years in the field of renewable energy. Our Company depends on the management skills and guidance of our Promoter for development of business strategies, monitoring its successful implementation and meeting future challenges. Our Promoter, along with our Key Managerial Personnel, who form an integral part of our Company, have over the years built relations with suppliers, customers and other key stakeholders associated with our Company. Our future performance will depend largely on our ability to retain the continued service of our management team. If one or more of our Key Managerial Personnel are unable or unwilling to continue in his / her present position, it could be difficult for us to find a suitable or timely replacement and our business could be adversely affected. Further, since the demand for the key managerial personnel is very robust, in order to retain them, our Company may be required to offer them higher compensation packages by way of higher pay, more perquisites and stock options. This may adversely affect our business, financial condition and results of operations.

- 38. *We rely extensively on our systems, including quality assurance and quality control systems to maintain the quality of our products. Any failure of these systems could adversely affect our business, financial condition and results of operations.***

Over the years, we have developed adequate and stringent quality assurance and quality control systems across our projects to maintain the quality of our projects. However, any failure of such systems or any failure on the part of our personnel in correctly implementing these systems could adversely affect our output and in turn may affect our business operations and financial conditions. Further, it may also lead to negative publicity for our Company, if the quality of our products is compromised due to the aforesaid reasons.

- 39. *Our future expansion plans and Proposed Project are subject to the risk of cost and time overrun, which may have a material adverse effect on our business, results of operations and financial condition.***

Our future expansion plans may be subject to delays and other risks, including, among other things, unforeseen engineering or technical problems, delays in procuring equipment such as solar modules/ other equipment, disputes with workers, force majeure events, unanticipated cost increases or changes in scope and delays in obtaining certain property rights and government approvals and consents, any of which could result in delays, cost overruns or the termination of the project and / or a breach of the financial covenants imposed by our lenders. Moreover, as we have entered into PPA’s for sale of electricity generated from a particular date. In the event of any delay in the schedule of implementation or if we are unable to complete the project as per the scheduled time, it could lead to revenue loss. A part of our Proposed Project is funded by loan which has already been sanctioned. If our Proposed Project is not commissioned at the scheduled time, our Company may face cash crunch to repay the interest obligations.

While we may seek to minimize the risks from any unanticipated events, it cannot be assured that all potential delays can be mitigated and that we will be able to prevent any cost over-runs and any loss of profits resulting from such delays, shortfalls and disruptions.

- 40. *Any slowdown or work stoppages at our project sites may have a material adverse effect on our business, financial condition and results of operations.***

Our projects are subject to various operational risks including, among various factors, the breakdown or failure of equipment, natural disasters, accidents and the need to comply with applicable legal and regulatory requirements. The occurrence of any of these factors could significantly affect our results of operations and financial condition.

**41. *Our inability to procure and/or maintain adequate insurance cover in connection with our business may adversely affect our operations and profitability.***

Our operations are subject to inherent risks and hazards which may adversely impact our profitability, such as breakdown, malfunctions, sub-standard performance or failures of equipment, fire, third party liability claims, accidents and natural disasters. At present our insurance policies provide for coverage against risk including machinery breakdown, electronic equipment insurance, burglary, fire, etc. however, there can be no assurance that any claim under the insurance policies maintained by us will be honoured fully, in part or on time. While we maintain insurance coverage in amounts consistent with industry norms, our insurance policies do not cover all risks, specifically risks such as loss of profits, and are subject to exclusions and deductibles. There can be no assurance that our insurance policies will be adequate to cover the losses in respect of which the insurance had been availed. If we suffer a significant uninsured loss or if the insurance claim in respect of the subject-matter of insurance is not accepted or any insured loss suffered by us significantly exceeds our insurance coverage, our business, financial condition and results of operations may be materially and adversely affected. Further, there is no assurance that the insurance premium payable by us will be commercially viable or justifiable. For further details on the insurance policies availed by us, kindly refer the chapter titled “*Our Business*” beginning on page 106 of this Prospectus.

**42. *Our Promoter, Mr. Faruk G. Patel has extended personal guarantees in relation to certain debt facilities availed by our Company. Revocation of any or all of these personal guarantees may adversely affect our business operations and financial condition.***

Our Promoter, Mr. Faruk G. Patel has extended personal guarantees in favour of certain banks with respect to various facilities availed by our Company from them. In event of default on the debt obligations, the guarantees may be invoked by our lenders thereby adversely affecting our Promoter’s ability to manage the affairs of our Company and this in turn may consequently impact our business, prospects, financial condition and results of operations. In the event any of these guarantees are revoked, our lenders may require us to furnish alternate guarantees or may demand a repayment of the outstanding amounts under the said facilities sanctioned or may even terminate the facilities sanctioned to us. There can be no assurance that our Company will be able to arrange such alternative guarantees in a timely manner or at all. If our lenders enforce these restrictive covenants or exercise their options under the relevant debt financing agreements, our operations and use of assets may be significantly hampered and lenders may demand the payment of the entire outstanding amount and this in turn may also affect our further borrowing abilities thereby adversely affecting our business and operations. For further details kindly refer the chapters titled “*Our Management*” and “*Financial Statements*” beginning on page 136 and 162 of this Prospectus.

**43. *Our lenders have charge over our movable and immovable properties including the property where our Company proposes to set up its new project in respect of finance availed by us.***

We have provided security in respect of loans / facilities availed by us from banks and financial institutions by creating a charge over our movable and immovable properties. The total amounts outstanding and payable by us as secured loans were ₹ 3,733.00 Lakh as on November 30, 2018. In the event we default in repayment of the loans / facilities availed by us and any interest thereof, our properties may be subject to forfeiture by lenders, which in turn could have significant adverse effect on business, financial condition or results of operations. For further information, kindly refer the chapter titled “*Financial Indebtedness*” beginning on page 216 of this Prospectus.

**44. *Our loan agreements with various lenders have several restrictive covenants and certain unconditional rights in favour of the lenders, which could influence our ability to expand, in turn affecting our business and results of operations.***

We have entered into agreements for long term borrowings with certain lenders. As on November 30, 2018, an aggregate of ₹ 3,845.60 Lakh as term loans /business loan / vehicle loan was outstanding from banks and financial institutions. The credit facilities availed by our Company are secured by way of mortgage of fixed assets, hypothecation of current assets (both present and future), pledge of shares of the Company held by our Promoter, Mr. Faruk G. Patel in favour of the lender bank and personal guarantees given by our Promoter, Mr. Faruk G. Patel. In case we are not able to pay our dues in time, the same may amount to a default under the loan documentation and all the penal and termination

provisions therein would get triggered and the loans granted to the Company may be recalled with penal interest. This could severely affect our operations and financial condition. In addition to the above, our loan documentation includes certain conditions and covenants that require us to obtain consents from the aforesaid banks prior to carrying out certain activities like entering into any amalgamation, demerger, merger and corporate reconstruction, changing our management and operating structure, making any fresh borrowings or creating fresh charges on assets. Failure or delay in obtaining such consents can have significant consequences on our capacity to expand and therefore adversely affect our business and operations. Any failure to comply with the requirement to obtain a consent, or other condition or covenant under our financing agreements that is not waived by the lending banks or is not otherwise cured by us, may lead to a termination of our credit facilities, acceleration of all amounts due under the said credit facility, which may adversely affect our ability to conduct our business and operations or implement our business plans. Further, the said credit facilities can be renewed / enhanced / cancelled / suspended / reduced and the terms and conditions of the same can be altered by the lending banks, at their discretion. In the event, the lending banks refuse to renew / enhance the credit facilities and / or cancels / suspends / reduces the said credit facilities and / or alters the terms and conditions to the derogation of our Company, our existing operations as well as our future business prospects and financial condition may be severely affected.

45. ***Our Proposed Project is to be partly funded by the rupee term loan sanctioned by PFC which imposes several restrictive covenants on our Company and our Promoter, Mr. Faruk G. Patel, in relation to the Proposed Project and funding thereof which could adversely affect our business and results of operations. Our failure to comply with these covenants could lead to revocation of the facility which could adversely affect the implementation of our Proposed Project, business and results of operations.***

Our Company has entered into a facility agreement dated November 14, 2018 with the PFC pursuant to which the PFC has agreed to part finance the Proposed Object. The terms of the said facility agreement require us to comply with various covenants and conditions, such as creating security in accordance with the agreed security package, pledging the Equity Shares of our Company held by the Promoter in favour of PFC, bringing in certain levels of equity in the Company, entering into PPA's with third party procurers containing specific conditions including but not limited to: (i) power purchaser quantum as per PPA for each of the procurers should not exceed 50% of the contracted demand; (ii) procurers shall be having a net profit as per latest audited and provisional accounts; (iii) procurers shall not be in current default to its lenders, DISCOM or in payment of statutory obligations, etc. We have currently not yet complied with certain covenants under our financing arrangement, relating to creation of security and/or entering into the long term PPA's with third party procurers, etc. Any failure or delay on our part to comply with these covenants would constitute an event of default under the relevant facility agreement / sanction letter, and as a consequence may lead the PFC to exercise the rights available to it under the terms of its financing agreements, which include the right to cancel the sanctioned amounts with immediate effect, declare the loan amounts together with accrued interest immediately outstanding and payable, and exercise its rights over the security interests created under its financing documents, enforce the Promoter's shares pledged thereby reducing his shareholding in the Company, and exercise of rights to convert loans into equity shares of our Company. Any failure to meet our obligations under the financing documents could have an adverse effect on our financial condition and results of operations.

46. ***Our Promoter, Mr. Faruk G. Patel has pledged, and may continue to pledge a portion of the Equity Shares of the Company, held by him in favor of lenders, who may exercise their rights under the respective pledge agreements in events of default.***

Our Promoter, Mr. Faruk G. Patel has pledged and may continue to pledge some of the Equity Shares of the Company held by him in favor of lenders as security for the loans provided to the Company. If the Company defaults on their obligations under the relevant financing documents, the lenders may enforce the pledges. In such an event, our Promoter's shareholding in the Company will be reduced which may adversely affecting our Promoter's ability to manage the affairs of our Company and this in turn may consequently impact our business, prospects, financial condition and results of operations.

47. ***Unsecured loans taken by our Company, the Promoter, Group Companies or associates can be recalled by the lenders at any time.***

In past, our Company has borrowed unsecured loans from time to time for its operational needs. Our Company has availed unsecured loans from our Promoter Director, which are repayable on demand. As

on November 30, 2018, the balance of the said unsecured loans is ₹112.60 Lakh. In such cases, our Company may be required to repay the entirety of the unsecured loans together with accrued interest and other outstanding amounts payable in relation to the facility. Our Company may not be able to generate sufficient funds at short notice to be able to repay such loans and may resort to refinancing such loans at a higher rate of interest and on terms not favourable to it. Failure to repay unsecured loans in a timely manner may have a material adverse effect on our business, cash flows and financial condition.

**48. *Our Promoter and Promoter Group will continue to retain majority control over the Company after the Issue, which will allow them to influence the outcome of matters submitted to shareholders for approval.***

Upon completion of the Issue, our Promoter and Promoter Group, will continue to hold 51.10% of the post-Issue Equity Share capital of the Company. As a result, our Promoter will have the ability to exercise significant influence over all matters requiring shareholders' approval. Accordingly, our Promoter will continue to retain significant control, including being able to control the composition of our Board of Directors, determine decisions requiring simple or special majority voting of shareholders, relating to any sale of all or substantially all of our assets, timing and distribution of dividends and termination of appointment of our officers, and our other shareholders may be unable to affect the outcome of such voting. There can be no assurance that our Promoter will exercise their rights as shareholders to the benefit and best interests of our Company. Further, such control could delay, defer or prevent a change in control of our Company, impede a merger, consolidation, takeover or other business combination involving our Company, or discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company even if it is in our Company's best interest. The interests of our Promoter could conflict with the interests of our other equity shareholders, and the Promoter could make decisions that materially and adversely affect your investment in the Equity Shares.

**49. *Our Company has in the past entered into related party transactions and may continue to do so in the future. There can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our Company's financial condition and results of operations.***

As on September 30, 2018, we have entered into related party transactions with our Promoter, Promoter Group, Directors, KMPs, their relatives and Group Companies amounting to ₹ 1,109.89 lakhs. Whilst these related party transactions have been disclosed in our financial statements as per AS-18, and we believe that all such transactions have been conducted on an arms-length basis, we cannot assure you that we may not have achieved more favourable terms had such transactions been entered into with unrelated parties. There can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our business, prospects, results of operations and financial condition, including because of potential conflicts of interest or otherwise. For further details kindly refer to the chapter titled 'Financial Statements' beginning on page 162 of this Prospectus.

**50. *Our Promoter and Managing Director have interests in our Company other than the reimbursement of expenses and normal remuneration or benefits. Any such interests may result in a conflict of interest, which may have an adverse effect on our business.***

Our Promoter and Managing Director being Mr. Faruk G. Patel may be deemed to be interested in our Company, in addition to regular remuneration or benefits and reimbursements of expenses, to the extent of Equity Shares held by him, his relatives, his dividend or bonus entitlement, benefits arising from his directorship in our Company, and to the extent of sitting fee payable to him for attending each of our Board and Committee meetings and to the extent of personal guarantees extended by him in relation to certain debt facilities availed by our Company, the pledge of the equity shares of the Company held by him in favour of certain lender banks and unsecured loans extended by him from time to time to the Company. Therefore, some of the above interests may conflict with his duties as Promoter / Director of the Company. For further details, kindly refer the chapters titled "Our Management" and "Our Promoter and Promoter Group" beginning on pages 136 and 149, respectively of this Prospectus.

**51. *The deployment of funds raised through this Issue shall not be subject to any Monitoring Agency and shall be purely dependent on the discretion of the management of our Company.***

Since the Issue size is less than Rs.10,000 Lakh, there is no mandatory requirement of appointing an Independent Monitoring Agency for overseeing the deployment of utilization of funds raised through this

Issue. The deployment of funds raised through this Issue, is hence, at the discretion of the management and the Board of Directors of our Company and will not be subject to monitoring by any independent agency. Any inability on our part to effectively utilize the Issue proceeds could adversely affect our financials.

- 52. *We derive a significant portion of our revenues from a limited pool of customers. The loss of, or a significant reduction in the revenues we receive from, one or more of these customers, may adversely affect our business.***

We derive our revenue under IPP by selling entire solar power units to our six customers at present. In the FY 2018 and for the six months period ended September 30, 2018, a mix of these customers accounted for 100% of our revenue from operations under sale of solar power as an IPP. Our other division of sale of land plots, our top 10 clients are not necessarily the same every year. Further, in the FY 2018 and for the six months period ended September 30, 2018, our Company has sold one power plant and two power plants respectively to our CPP clients. The loss of business derived from these customers or a significant reduction in, the revenues we receive from, one or more of these customers may adversely affect our business.

- 53. *The average cost of acquisition of Equity Shares by our Promoter is lower than the Issue Price.***

Our Promoter's average cost of acquisition of Equity Shares in our Company is lower than the Issue Price as decided by the Company in consultation with the LM. For further details regarding average cost of acquisition of Equity Shares by our Promoter in our Company and build-up of Equity Shares by our Promoter in our Company, kindly refer to the section titled "Offer Document Summary" and "Our Management" on page 18 and 136 respectively of this Prospectus.

- 54. *Our Company has allotted Equity Shares during the preceding one (1) year from the date of this Prospectus at a price which is lower than the Issue Price.***

In the last 12 (twelve) months, we have, vide board resolution dated September 25, 2018, issued and allotted on a preferential basis 1,30,556 equity shares of face value of Rs. 10/- each at a premium of Rs. 60/- per share, which is lower than the Issue Price, to certain shareholders. For further details in respect of the aforesaid allotment of equity shares, kindly refer to the chapter titled "Capital Structure" beginning on page 60 of this Prospectus.

- 55. *Any variation in the utilisation of the Net Proceeds or in the terms of any contract as disclosed in the Prospectus would be subject to certain compliance requirements, including prior shareholders' approval.***

We propose to utilise the Net Proceeds for setting up of our Proposed Project and other general corporate purposes. For further details of the proposed objects of the Issue, kindly refer to the chapter "Objects of the Issue" beginning on page 75 of this Prospectus.

In case of any exigencies arising out of business conditions, economic conditions, competition or other factors beyond our control which adversely affect our business, we may require to use the Net Proceeds to meet any other expenditure or fund which expenditure cannot be determined with certainty as on the date of this Prospectus. In terms of Section 27 of the Companies Act, 2013, we cannot undertake any variation in the utilisation of the Net Proceeds or in the terms of any contract as disclosed in the Prospectus without obtaining the shareholders' approval through a special resolution. In the event of any such circumstances requiring us to undertake variation in the utilisation of the Net Proceeds disclosed in the Prospectus, we cannot assure that we will be able to obtain the shareholders' approval in a timely manner, or at all. Any delay or inability in obtaining such shareholders' approval may adversely affect our business or operations.

Further, our Promoter would be required to provide an exit opportunity to the shareholders who do not agree with our proposal to change the objects of the Issue. Additionally, the requirement on Promoter to provide an exit opportunity to such dissenting shareholders may deter the Promoter from agreeing to the variation of the proposed utilisation of the Net Proceeds, even if such variation is in the interest of our Company. Further, we cannot assure you that the Promoter of our Company will have adequate resources



at their disposal at all times to enable them to provide an exit opportunity at the price prescribed by SEBI.

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

**56. *We have referred to the data derived from industry report commissioned from the ICRA Limited.***

We have retained the services of an independent third party research agency, ICRA Limited, to prepare a report titled "Strong demand outlook for renewable energy aided by policy support and improving cost competitiveness; however, regulatory challenges persist", excerpts from which have been included in this Prospectus. The report prepared by ICRA Limited is subject to various limitations and based upon certain assumptions that are subjective in nature. There can be no assurance that the assumptions adopted by this third party agency for the purposes of preparing their research report will prove to be accurate. If any of these assumptions are incorrect, the understanding of our industry could be materially different from that set forth in the reports.

## **EXTERNAL RISK FACTORS**

**57. *Our future fund requirements, in the form of further issue of capital or securities and / or loans taken by us, may be prejudicial to the interest of the Shareholders depending upon the terms on which they are eventually raised.***

We may require additional capital from time to time depending on our business needs. Any further issue of Equity Shares or convertible securities would dilute the shareholding of the existing Shareholders and such issuance may be done on terms and conditions, which may not be favourable to the then existing Shareholders. If such funds are raised in the form of loans or debt or preference shares, then it may substantially increase our fixed interest / dividend burden and decrease our cash flows, thus adversely affecting our business, results of operations and financial condition.

**58. *There is no existing market for our Equity Shares and there can be no assurance that such a market will develop in the future to provide you with adequate liquidity. Further, an active trading market for the Equity Shares may not develop and the price of the Equity Shares may be volatile.***

Prior to this Issue, there has been no public market for our Equity Shares, and an active trading market may not develop or be sustained upon the completion of this Issue. Our Company, in consultation with the LM has determined the Issue Price. The Issue Price may be higher than the trading price of our Equity Shares following this Issue. As a result, investors may not be able to sell their Equity Shares at or above the Issue Price or at the time that they would like to sell. The trading price of the Equity Shares after the Issue may be subject to significant fluctuations in response to factors such as, variations in our results of operations, market conditions specific to the sectors in which we operate economic conditions of India and volatility of the BSE, NSE and securities markets elsewhere in the world.

**59. *The Issue price of our Equity Shares may not be indicative of the market price of our Equity Shares after the Issue and the market price of our Equity Shares may decline below the issue price and you may not be able to sell your Equity Shares at or above the Issue Price.***

The Issue Price of our Equity Shares has been determined by fixed price method. The price is based on numerous factors (For further information, kindly refer chapter titled "Basis for Issue Price" beginning on 94 of this Prospectus) and may not be indicative of the market price of our Equity Shares after the Issue. The market price of our Equity Shares could be subject to significant fluctuations after the Issue, and may decline below the Issue Price. We cannot assure you that you will be able to sell your Equity Shares at or above the Issue Price.

**60. *Conditions in the Indian securities market may affect the price or liquidity of the Equity Shares.***

Indian stock exchanges have in the past experienced substantial fluctuations in the prices of listed securities. These exchanges have also experienced problems that have affected the market price and liquidity of the securities of Indian companies, such as temporary exchange closures, broker defaults, settlement delays and strikes by brokers. In addition, the governing bodies of the Indian stock exchanges have from time to time restricted securities from trading, limited price movements and restricted margin requirements. Further, disputes have occurred on occasion between listed companies and the Indian stock exchanges and other regulatory bodies that, in some cases, have had a negative effect on market sentiment. If similar problems occur in the future, the market price and liquidity of our Equity Shares could be adversely affected.

**61. *Any future issuance or sale of the Equity Shares by any existing shareholder could significantly affect the trading price of the Equity Shares.***

Any future issuance of Equity Shares by us or the disposal of Equity Shares by any of the major shareholders or the perception that such issuance or sales may occur may significantly affect the trading price of the Equity Shares. There can be no assurance that we will not issue further Equity Shares or that the shareholders will not dispose of, pledge or otherwise encumber their Equity Shares.

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

Under the foreign exchange regulations currently in force in India, transfers of shares between nonresidents and residents are freely permitted (subject to certain exceptions) if they comply with the pricing guidelines and reporting requirements specified by the RBI. If the transfer of shares, which are sought to be transferred, is not in compliance with such pricing guidelines or reporting requirements or fall under any of the exceptions referred to above, then the 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 that foreign currency from India will require a no objection / tax clearance certificate from the income tax authority. There can be no assurance that any approval required from the RBI or any other government agency can be obtained on any particular terms or at all.

**63. *If we are unable to adapt to technological changes coupled with changes in market conditions, demands and requirements of our customers, or to identify and understand evolving industry preferences and meet our customers' demands, our business and results of operations may be adversely affected.***

Our future success will depend in part on our ability to respond to technological advances and changes in market conditions and power sector, and also changes in the businesses in which we operate, on a cost-effective and timely basis. Any advancements, changes or up gradation in the present technology being used by us may render the present technology obsolete and may require us to incur additional capital expenditure for upgrading our facilities and equipment so as to compete with our competitors on a global scale. To compete effectively in the industry, we must be able to develop advanced technology to keep up with the market's demand in a timely manner. In the event that we are not able to respond to such technological advancements or changes and demands of the market in a timely manner, we may become less competitive thereby adversely affecting our business, results of operations and financial condition.

**64. *Changing laws, rules and regulations and legal uncertainties, including adverse application of tax laws and regulations, may adversely affect our business and financial performance.***

Our business and financial performance could be adversely affected by unfavorable changes in or interpretations of existing, or the promulgation of new laws, rules and regulations applicable to us and our business. Kindly refer to “*Key Industry Regulations and Policies*” on page 121 for details of the laws currently applicable to us. There can be no assurance that the Government of India may not implement new regulations and policies which will require us to obtain approvals and licenses from the Government of India and other regulatory bodies or impose onerous requirements and conditions on our operations. Any such changes and the related uncertainties with respect to the applicability, interpretation and implementation of any amendment to, or change to governing laws, regulation or policy in the

jurisdictions in which we operate may have a material adverse effect on our business, financial condition and results of operations. In addition, we may have to incur expenditures to comply with the requirements of any new regulations, which may also materially harm our results of operations. Any unfavorable changes to the laws and regulations applicable to us could also subject us to additional liabilities.

GST has been implemented with effect from July 1, 2017 and has replaced the indirect taxes on goods and services such as central excise duty, service tax, central sales tax, state VAT and surcharge currently being collected by the central and state governments. The GST is expected to increase tax incidence and administrative compliance. Given the limited availability of information in the public domain concerning the GST, we are unable to provide any assurance as to the tax regime following implementation of the GST. The implementation of this new structure may be affected by any disagreement between certain state Governments, which could create uncertainty. Any future amendments may affect our overall tax efficiency, and may result in significant additional taxes becoming payable.

Further, the general anti avoidance rules (“GAAR”) provisions have been made effective from assessment year 2018-19 onwards, i.e.; financial Year 2017-18 onwards and the same may get triggered once transactions are undertaken to avoid tax. The consequences of the GAAR provisions being applied to an arrangement could result in denial of tax benefit amongst other consequences. In the absence of any precedents on the subject, the application of these provisions is uncertain.

The application of various Indian tax laws, rules and regulations to our business, currently or in the future, is subject to interpretation by the applicable taxation authorities. If such tax laws, rules and regulations are amended, new adverse laws, rules or regulations are adopted or current laws are interpreted adversely to our interests, the results could increase our tax payments (prospectively or retrospectively) and / or subject us to penalties.

**65. *A slowdown in economic growth in India and globally could cause our business to suffer.***

We are highly dependent on prevailing economic conditions in India and globally and our results of operations are significantly affected by factors influencing the Indian and global economy. A slowdown in the economy and per capita income could adversely affect our business, including our ability to grow our assets, the quality of our assets, and our ability to implement our strategy.

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

- any increase in Indian interest rates or inflation;
- any scarcity of credit or other financing;
- prevailing income conditions among Indian and global consumers and corporations;
- volatility in, and actual or perceived trends in trading activity on, India’s principal stock exchanges;
- variations in exchange rates;
- changes in India’s tax, trade, fiscal or monetary policies;
- political instability, terrorism or military conflict in India or in countries in the region or globally, including in India’s various neighbouring countries;
- prevailing regional or global economic conditions; and
- other significant regulatory or economic developments in or affecting India and other countries.

Any slowdown in the Indian or global economy and per capita income or in the growth of the sectors we participate in or future volatility in global commodity prices could adversely affect our borrowers and contractual counterparties. Specifically, it has been seen that in our industry, that general correlation exists between demand for solar power and per capita income, and therefore any slowdown in per capita income would adversely affect the Indian solar power market, as well as our business. This in turn could adversely affect our business and financial performance and the price of our Equity Shares.

**66. *Any downgrading of India’s sovereign rating by an independent agency may harm our ability to raise financing.***

Any adverse revisions to India’s credit ratings for domestic and international debt by international rating agencies may adversely impact our ability to raise additional financing, and the interest rates and other

commercial terms at which such additional financing may be available. This could have an adverse effect on our business and future financial performance, our ability to obtain financing for capital expenditures and the trading price of our Equity Shares.

- 67. *The extent and reliability of Indian infrastructure could adversely affect our Company's results of operations and financial condition. India's physical infrastructure is in a developing phase, as compared to that of many developed nations.***

Any congestion or disruption in its port, rail and road networks, electricity grid, communication systems or any other public facility could disrupt our Company's normal business activity. Any deterioration of India's physical infrastructure would harm the national economy, disrupt the transportation of goods and supplies, and add costs to doing business in India. These problems could interrupt our Company's business operations, which could have an adverse effect on its results of operations and financial condition.

- 68. *Terrorist attacks, civil disturbances, wars, regional and communal conflicts, natural disasters, fuel shortages, epidemics and labour strikes in India and other regions in which we operate may have a material adverse effect on our Company's business and on the market for securities in India.***

India has experienced civil and social unrest, terrorist attacks and other acts of violence in the last few years. Similarly, USA, from where we conduct some of our operations, has also experienced terrorist attacks in the past. If such tensions occur in India, USA or in the other jurisdictions in which we operate, leading to overall political and economic instability, it could adversely affect our business, future financial performance, cash flows and the market price of our Equity Shares. Additionally, any of these events could lower confidence in India's economy and create a perception that investments in companies with Indian operations involve a high degree of risk, which could have a material adverse effect on the price of the Equity Shares. Any discontinuation of business or loss of profits due to such extraneous factors may affect our operations. Further, our operations are dependent on our ability to protect our facilities and infrastructure from fire, explosions, floods, typhoons, earthquakes, power failures and other similar events. India has experienced natural disasters such as earthquakes, a tsunami, floods and droughts in the past few years. In addition, we can give no assurance that the insurance coverage we maintain for such risks will adequately compensate it for all damage and economic losses from natural or man-made catastrophes. The occurrence of a natural disaster of a significant scale could cause interruptions in our operations.

### **SECTION III - INTRODUCTION**

#### **SUMMARY OF FINANCIAL STATEMENTS**

The following tables set forth summary financial information derived from the Restated Financial Information. The Restated Financial Information referred to are presented under the section entitled “*Financial Information*” on page 162 of this Prospectus. The summary financial information presented below should be read in conjunction with these financial statements, the notes thereto and the sections entitled “*Financial Information*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 162 and 204 of this Prospectus, respectively.

## ANNEXURE I:

## Restated Summary Statement of Assets and Liabilities

(Amount in ₹ Lacs)

Particulars	Annexure	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>I. EQUITY AND LIABILITIES</b>					
<b>(1) Shareholders' Funds</b>					
(a) Share Capital	VI	1,307.50	1,294.44	550.00	350.00
(b) Reserves and Surplus	VII	4,840.85	4,375.35	2,617.76	1,005.99
<b>(2) Non-Current Liabilities</b>					
(a) Long-Term Borrowings	VIII	3,294.09	3,623.03	2,696.90	1,209.36
(b) Deferred Tax Liabilities	IX	939.17	893.12	901.12	348.46
(c) Other Long Term Liabilities		-	-	-	-
(d) Long Term Provision	X	1.54	-	-	-
<b>(3) Current Liabilities</b>					
(a) Short-term Borrowings		-	-	-	-
(b) Trade Payables	XI	578.55	557.03	280.37	713.18
(c) Other Current Liabilities	XII	761.82	747.58	920.18	1,485.56
(d) Short-term Provisions	XIII	458.93	354.07	313.25	245.42
<b>TOTAL</b>		<b>12,182.45</b>	<b>11,844.61</b>	<b>8,279.57</b>	<b>5,357.97</b>
<b>II. ASSETS</b>					
<b>(1) Non-current Assets</b>					
<b>(a) Fixed Assets</b>					
(i) Tangible Assets	XIV	8,571.86	5,825.68	5,818.50	3,089.30
(ii) Intangible Assets	XIV	2.74	2.88	-	-
(iii) Capital work-in-progress		321.08	3,360.51	778.22	124.82
(iv) Intangible Assets under Development		-	-	-	-
(b) Non-current Investments	XV	0.01	0.01	-	-
(c) Other Non-current Assets	XVI	355.22	-	-	-
(d) Deferred Tax Asset		-	-	-	-
(e) Long Term Loans & Advances		-	-	-	-
<b>(2) Current Assets</b>					
(a) Inventories	XVII	78.34	172.39	272.82	1,323.53
(b) Trade Receivables	XVIII	1,753.87	1,299.09	123.39	227.61
(c) Cash and Bank Balances	XIX	47.13	112.07	99.37	300.79
(d) Short Term Loans and Advances	XX	1,051.63	1,071.40	1,186.66	289.70
(e) Other Current Assets	XXI	0.58	0.58	0.61	2.22
<b>TOTAL</b>		<b>12,182.45</b>	<b>11,844.61</b>	<b>8,279.57</b>	<b>5,357.97</b>

Note:

The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

As per our report of even date attached

For K A SANGHAVI AND CO LLP

For and on behalf of the Board of Directors of K.P.I.  
Global Infrastructure LimitedCHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

AMISH ASHVINBHAI SANGHAVI

FARUKBHAI GULAMBHAI PATEL SANTOSHKUMAR SINGH

(DESIGNATED PARTNER)

(MANAGING DIRECTOR)

(WHOLE TIME DIRECTOR)

M. No. 101413

(DIN : 00414045)

(DIN : 08042286)

PLACE : SURAT  
DATE : 06/12/2018SALIM SULEMAN YAHOO  
(CHIEF FINANCIAL OFFICER)RAJVI  
VINODCHANDR  
A UPADHYAY  
(COMPANY  
SECRETARY) M.  
NO.: 47602

**ANNEXURE II:  
Restated Summary Statement of Profit and Loss**

(Amount in ₹ Lacs)

	Particulars	Annexure	For the 6 months period ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
<b>I</b>	<b>INCOME</b>					
	Revenue from Operations	XXII	1,815.25	3,155.54	2,576.03	2,746.92
	Other Income	XXIII	5.55	2.74	26.06	4.20
	<b>Total Revenue</b>		<b>1,820.80</b>	<b>3,158.28</b>	<b>2,602.09</b>	<b>2,751.12</b>
<b>II</b>	<b>EXPENSES</b>					
	Cost of Materials Consumed	XXIV	509.13	285.45	(198.08)	561.27
	Purchase of Stock-in-Trade	XXV	-	303.82	43.91	-
	Changes in Inventories of Finished Goods and Stock-in-Trade	XXVI	35.79	(39.39)	491.23	-
	Employee Benefit Expense	XXVII	43.86	109.00	91.26	102.02
	Financial Costs	XXVIII	141.75	297.50	194.69	73.93
	Depreciation and Amortization Expense		180.29	334.87	212.37	254.21
	Other Expenses	XXIX	369.05	642.65	401.57	610.15
	<b>Total Expenses</b>		<b>1,279.87</b>	<b>1,933.90</b>	<b>1,236.95</b>	<b>1,601.58</b>
<b>III</b>	<b>Restated Profit Before Exceptional and Extra Ordinary items and Tax (I-II)</b>		<b>540.93</b>	<b>1,224.38</b>	<b>1,365.14</b>	<b>1,149.54</b>
<b>IV</b>	<b>Exceptional Item</b>		-	-	-	-
<b>V</b>	<b>Restated Profit/(Loss) Before Tax (III- IV)</b>		<b>540.93</b>	<b>1,224.38</b>	<b>1,365.14</b>	<b>1,149.54</b>
<b>VI</b>	<b>Tax Expense:</b>					
	(1) Current Tax		110.29	249.65	291.32	245.31
	(2) Deferred Tax		44.58	(6.53)	552.66	345.72
	(3) Mat Credit Entitlement		(1.11)	(159.66)	(291.32)	(209.46)
<b>VII</b>	<b>Restated Profit/(Loss) after tax (V-VI)</b>		<b>387.17</b>	<b>1,140.92</b>	<b>812.49</b>	<b>767.97</b>
<b>X</b>	<b>Earnings Per Equity Share:</b>					
	(a) Basic Earnings Per Share *		2.99 *	9.39	7.95	8.09
	(b) Diluted Earnings Per Share *		2.99 *	9.39	7.95	8.09

\*not annualised for 6 months period ended September 30,2018

Note:

The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

As per our report of even date attached

For K A SANGHAVI AND CO LLP  
CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

For and on behalf of the Board of Directors of K.P.I. Global Infrastructure Limited

AMISH ASHVINBHAI SANGHAVI

FARUKBHAI GULAMBHAI PATEL SANTOSHKUMAR SINGH

(DESIGNATED PARTNER)

(MANAGING DIRECTOR) (WHOLE TIME DIRECTOR)

M. No. 101413

(DIN : 00414045) (DIN : 08042286)

PLACE : SURAT

DATE : 06/12/2018

SALIM SULEMAN YAHOO RAJVI  
(CHIEF FINANCIAL OFFICER) VINODCHANDR  
A UPADHYAY  
(COMPANY SECRETARY)  
M. NO.: 47602

**ANNEXURE III:  
Restated Summary Cash Flow Statement**

(Amount in ₹ Lacs)

Particulars	For the 6 months period ended September 30, 2018	For the Year Ended March 31, 2018	For the Year Ended March 31, 2017	For the Year Ended March 31, 2016
<b>Cash flow from operating activities</b>				
Profit / (loss) before tax and exceptional items	540.93	1,224.38	1,365.14	1,149.54
<b>Adjustments for :</b>				
Depreciation	180.29	334.87	212.37	254.21
Profit/loss on sale of fixed assets	-	4.01	-	-
Reversal of excess MAT Credit	-	-	(0.72)	-
<b>Operating profit / (loss) before working capital change</b>	<b>721.21</b>	<b>1,563.26</b>	<b>1,576.79</b>	<b>1,403.75</b>
<b>Movements in working capital</b>				
(Increase) / decrease in inventories	94.05	100.43	1,050.71	478.73
(Increase) / decrease in Trade Receivables	(604.78)	(1,175.69)	104.22	(227.61)
(Increase) / decrease in short term advances and loans	20.95	275.08	(604.90)	439.14
(Increase) / decrease in long term Loan and advances	-	-	-	-
(Increase) / decrease in Non Current Assets *	38.91	-	-	-
(decrease) / Increase in trade payables	241.52	276.66	(432.81)	413.16
(decrease) / increase in other current liabilities	(55.76)	(172.59)	(565.39)	(1,071.94)
(decrease) / increase in other long term liabilities	-	-	-	-
(decrease) / increase in long term provisions	1.54	-	-	-
(decrease) / increase in short term provisions	(3.93)	5.28	-	-
(decrease) / increase in other current assets	-	0.04	1.61	(2.22)
<b>Cash (used in) / generated from operating activities</b>	<b>453.71</b>	<b>872.47</b>	<b>1,130.23</b>	<b>1,433.01</b>
Direct tax paid, net	(0.08)	(215.77)	(224.24)	(17.08)
<b>Net cash (used in) / generated from operating activities ( A )</b>	<b>453.63</b>	<b>656.70</b>	<b>905.99</b>	<b>1,415.93</b>
<b>Cash flow from investing activities</b>				
Payment for purchase of fixed asset including capital work in progress *	(281.02)	(2,937.43)	(3,594.96)	(2,500.46)
Proceeds from sale of fixed assets	-	6.20	-	-
Investment in equity shares	-	(0.01)	-	-
<b>Net cash (used in) / generated from investing activities ( B )</b>	<b>(281.02)</b>	<b>(2,931.24)</b>	<b>(3,594.96)</b>	<b>(2,500.46)</b>
<b>Cash flow from financing activities</b>				
Net Proceeds from issuance of share capital	13.06	97.22	200.00	50.00
Addition in Security Premium	78.33	1,263.89	800.00	150.00
Proceeds / (repayment) from long term borrowings, net	(328.94)	926.13	1,487.55	1,156.65
<b>Net cash (used in) / generated from financing activities ( C )</b>	<b>(237.55)</b>	<b>2,287.24</b>	<b>2,487.55</b>	<b>1,356.65</b>
<b>Net Increase / (decrease) in cash and cash equivalent (A+B+C)</b>	<b>(64.94)</b>	<b>12.70</b>	<b>(201.42)</b>	<b>272.12</b>
<b>Cash and cash equivalent at the beginning of the year</b>	<b>112.07</b>	<b>99.37</b>	<b>300.79</b>	<b>28.67</b>
<b>Cash and cash equivalent at the end of the year</b>	<b>47.13</b>	<b>112.07</b>	<b>99.37</b>	<b>300.79</b>

\* CWIP for the year ended March 31, 2018 included Rs. 394.13 lacs of Work in Progress of CPP business which has been transferred to Other Non current Assets during the six months period ended September 30, 2018.

**Notes :**

- The figures in brackets represent outflows.
- Previous period's figures have been regrouped / reclassified, wherever necessary, to confirm to current year presentation.
- The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.
- Cashflow statement has been prepared under the indirect method as set out in Accounting Standard 3.

**As per our report of even date attached**

**For K A SANGHAVI AND CO LLP**

CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

AMISH ASHVINBHAI SANGHAVI

(DESIGNATED PARTNER)

M. No. 101413

PLACE : SURAT  
DATE : 06/12/2018

**For and on behalf of the Board of Directors of K.P.I.  
Global Infrastructure Limited**

FARUKBHAI GULAMBHAI PATEL

(MANAGING DIRECTOR)

(DIN : 00414045)

SALIM SULEMAN YAHOO  
(CHIEF FINANCIAL OFFICER)

SANTOSH  
KUMAR SINGH

(WHOLE TIME  
DIRECTOR)

(DIN : 08042286)

RAJVI  
VINODCHANDR  
A UPADHYAY  
(COMPANY  
SECRETARY)  
M. NO.: 47602



## THE ISSUE

*This chapter contains only the summarized terms of the Issue and should be read in conjunction with, and is qualified in its entirety by, more detailed information in the chapter titled “Terms of the Issue” beginning on page 247 of this Prospectus.*

### Authority for the Issue

The present Issue has been authorized by Board of Directors of our Company at its meeting held on August 10, 2018 and by shareholders of our Company at their Annual General Meeting held on September 22, 2018 *vide* special resolution passed under section 62(1)(c) of the Companies Act, 2013.

### Summary of the Issue

Particulars	Details of the Issue
<b>Present Issue<sup>(1)</sup></b>	Issue of up to 49,92,000 Equity Shares of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating up to ₹ 3,993.60 Lakh.
<b>Which consists of:</b>	
<b>Reservation for Market Maker</b>	2,49,600 Equity Shares of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 199.68 Lakh.
<b>Net Issue to the Public</b>	47,42,400 Equity Shares of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 3,793.92 Lakh.
<b>Out of which</b>	
<b>Available for allocation to Retail Individual Investors Category<sup>(2)</sup></b>	23,71,200 Equity Shares of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 1,896.96 Lakh.
<b>Available for allocation to Other Investors Category<sup>(2)</sup></b>	23,71,200 Equity Shares of ₹ 10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 1,896.96 Lakh.
<b>Pre and Post Issue Equity Share</b>	
<b>Equity Shares outstanding prior to the Issue</b>	1,30,75,000 Equity Shares of ₹ 10 each
<b>Equity Shares outstanding after the Issue</b>	1,80,67,000 Equity Shares of ₹ 10 each
<b>Objects of the Issue</b>	Kindly refer the chapter titled “ <i>Objects of the Issue</i> ” beginning on page 75 of this Prospectus.
<b>Issue Opens on</b>	Tuesday, January 8, 2019
<b>Issue Closes on</b>	Friday, January 11, 2019

<sup>(1)</sup> *The present Issue is being made by our Company in terms of Regulation 229 (2) of the SEBI ICDR Regulations read with Rule 19(2)(b)(i) of SCRR wherein not less than 25% of the post-Issue paid-up equity share capital of our Company are being offered to the public for subscription.*

<sup>(2)</sup> *The allocation and allotment in Retail Individual Investors Category and Other Investors Category shall be determined by our Company in consultation with LM subject to the provisions of the SEBI ICDR Regulations and shall be subject to spill-over of Equity Shares from other category in case of under-subscription in either category. For further details, kindly refer the chapter titled “Terms of the Issue” beginning on page 247 of this Prospectus.*

## GENERAL INFORMATION

Our Company was incorporated as “K.P.I. Global Infrastructure Limited” on February 01, 2008 under the Companies Act, 1956 in the state of Maharashtra vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. Our Company obtained Certificate of Commencement of Business on August 22, 2008 issued by Registrar of Companies, Maharashtra, Mumbai. The Corporate Identity Number of our Company is U40102GJ2008PLC083302. For further details on change of the registered office of our Company, kindly refer the chapter titled “History and Corporate Structure” beginning on page 132 of this Prospectus.

### Registered Office of our Company

#### K.P.I. Global Infrastructure Limited

Shop No A-1/2, Firdos Tower,  
Near Fazal Tower, Adajan Patia,  
Surat - 395 009,  
Gujarat, India

**Telephone:** +91-261-2764757

**Facsimile:** +91-261-2764757

**Website:** [www.kpiglobal.kpgroup.co](http://www.kpiglobal.kpgroup.co)

**Email:** [info@kpgroup.co](mailto:info@kpgroup.co)

**CIN:** U40102GJ2008PLC083302

**Registration Number:** 083302

*For details relating to changes in our registered office, kindly refer the chapter titled “History and Corporate Structure” beginning on page 132 of this Prospectus.*

### Plant Location

Sudi, Samiyala village & Tanchha village,  
Amod Tehsil, Bharuch,  
Gujarat, India.

### Registrar of Companies

#### Registrar of Companies, Ahmedabad

ROC Bhavan, Opp Rupal Park Society,  
Behind Ankur Bus Stop,  
Naranpura, Ahmedabad – 380013, Gujarat, India.

**Telephone:** +91-79-27438531;

**Facsimile:** +91-79-27438371;

**Email:** [roc.ahmedabad@mca.gov.in](mailto:roc.ahmedabad@mca.gov.in)

### Designated Stock Exchange

#### BSE Limited

Phiroze Jeejeebhoy Towers  
Dalal Street  
Mumbai- 400001,  
Maharashtra, India.

### Board of Directors of our Company

Sr. No.	Name of Director	Designation	DIN	Residential Address
1.	Mr. Faruk G. Patel	Chairman & Managing Director	00414045	A-602, Firdaus Apartment, Near Fazal Tower, Adajan Patiya, Surat – 395009, Gujarat, India.
2.	Mr. Santosh Singh	Whole Time Director	08042286	Flat No.102, Tapovan Complex, Palanpur, Adajan, Siddhi Vinayak

Sr. No.	Name of Director	Designation	DIN	Residential Address
				Park, Surat 395007, Gujarat, India.
3.	Ms. Bhadrabala D. Joshi	Director	07244587	6, Shrinagar Society, Ghoddod Road, Surat- 395001, Gujarat, India.
4.	Mr. Rajnikant H. Shah	Director	00113675	117, Nehru nagar Society, behind Shopping Centre, Icchanath, Umra Surat - 395007 Gujarat, India.
5.	Mr. Raghavendra Rao Bondada	Independent Director	01883766	1-1-107/66 and 67, Vorla Shankaramma colony, Vijaya High School, ECIL, Hyderabad – 500062, Tealngana, India
6.	Mr. Mohamed Hanif M. Habib Dalchawal	Independent Director	08042299	12/1496, Behind Parsi General Hospital, Chimanlal Clerk Road, Shahpore, Surat – 395003, Gujarat, India.
7.	Mr. Vendhan G. Mudaliar	Independent Director	08042293	65/510, Gujarat Housing Board, Hatkeshwar Circle Khokhra, Amraiwadi, Ahmedabad – 380026, Gujarat, India.

*For further details about our Board of Directors, kindly refer the chapter titled “Our Management” beginning on page 146 of this Prospectus.*

#### **Company Secretary and Compliance Officer**

**Ms. Rajvi Upadhyay**

**K.P.I. Global Infrastructure Limited**

Shop No A-1/2, Firdos Tower,  
Near Fazal Tower, Adajan Patia,  
Surat - 395 009,  
Gujarat, India.

**Telephone:** +91-261-2764757

**Facsimile:** +91-261-2764757

**Email:** [rajvi.upadhyay@kpgroup.co](mailto:rajvi.upadhyay@kpgroup.co)

#### **Chief Financial Officer**

**Mr. Salim Yahoo**

**K.P.I. Global Infrastructure Limited**

Shop No A-1/2, Firdos Tower,  
Near Fazal Tower, Adajan Patia,  
Surat - 395 009,  
Gujarat, India

**Telephone:** +91-261-2764757

**Facsimile:** +91-261-2764757

**Email:** [salim.yahoo@kpgroup.co](mailto:salim.yahoo@kpgroup.co)

#### **Investor Grievances**

**Investors may contact our Company Secretary and Compliance Officer, the LM or the Registrar to the Issue in case of any pre-Issue or post-Issue related grievance, such as non-receipt of letters of allotment, non-credit of Allotted Equity Shares in the respective beneficiary accounts, non-receipt of refund orders and non-receipt of funds by electronic mode.**

All grievances relating to the Issue may be addressed to the Registrar to the Issue with a copy to the relevant Designated Intermediary with whom the ASBA Form was submitted. The Applicant should give full details such as name of the sole or first Applicant, ASBA Form number, Applicant DP ID, Client ID, PAN, date of the ASBA Form, address of the Applicant, number of the Equity Shares applied for and the name and address of the Designated Intermediary where the ASBA Form was submitted by the Applicant.

Further, the investor shall also enclose the Acknowledgment Slip from the Designated Intermediaries in addition to the documents/information mentioned hereinabove.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue with a copy to the relevant SCSB giving full details such as name, address of applicant, application number, number of Equity Shares applied for, amount blocked on application and Designated Branch or the collection centre of the SCSBs.

#### **Lead Manager**

##### **Vivro Financial Services Private Limited**

607-608 Marathon Icon, Veer Santaji Lane,  
Opposite Peninsula Corporate Park,  
Off Ganpatrao Kadam Marg, Lower Parel,  
Mumbai – 400 013,  
Maharashtra, India

**Telephone:** +91-22-66668040;

**Facsimile:** +91-22-66668047;

**Email:** [kpiglobal@vivro.net](mailto:kpiglobal@vivro.net)

**Website:** [www.vivro.net](http://www.vivro.net)

**Investor Grievance Email:** [investors@vivro.net](mailto:investors@vivro.net)

**Contact Person:** Mr. Anish Akruwala / Mr. Yogesh Malpani

**SEBI Registration Number:** INM000010122

**CIN:** U67120GJ1996PTC029182

#### **Statement of *inter- se* allocation of Responsibilities for the Issue**

Vivro Financial Services Private Limited is the sole Lead Manager (LM) to the Issue and all the responsibilities relating to co-ordination and other activities in relation to the Issue shall be performed by them.

#### **Legal Advisor to the Issue**

##### **Kanga & Co.**

##### **Advocates & Solicitors**

Readymoney Mansion  
43, Veer Nariman Road, Fort,  
Mumbai - 400 001,  
Maharashtra, India

**Telephone:** + 91-22-66230000 / 66332288

**Facsimile:** +91-22-66339656 / 6633 9657

**Website:** [www.kangacompany.com](http://www.kangacompany.com)

**Email:** [chetan.thakkar@kangacompany.com](mailto:chetan.thakkar@kangacompany.com)

**Contact Person:** Mr. Chetan Thakkar

#### **Registrar to the Issue and Share Transfer Agent**

##### **Bigshare Services Private Limited**

1st Floor, Bharat Tin Works Building,  
Opp. Vasant Oasis, Makwana Road,  
Marol, Andheri East, Mumbai – 400059,  
Maharashtra, India.

**Telephone:** + 91-22-62638200;

**Fax:** +91-22-62638299;

**Email:** [ipo@bigshareonline.com](mailto:ipo@bigshareonline.com)

**Website:** [www.bigshareonline.com](http://www.bigshareonline.com)

**Investor Grievance Email:** [ipo@bigshareonline.com](mailto:ipo@bigshareonline.com)

**Contact Person:** Mr. Babu Raphael

**SEBI Registration Number:** INR000001385

**CIN:** U99999MH1994PTC076534

## **Statutory Auditors**

### **K A Sanghavi & Co. LLP,**

Chartered Accountants,

1001 - 1002 -1003, Rajhans Bonista,

Ram Chowk, Ghod Dod Road,

Surat – 395 007, Gujarat, India

**Telephone:** +91-261-2653167 / 2653168

**Email:** [beintouch@kascoca.in](mailto:beintouch@kascoca.in)

**Firm Reg. No.:** 00120846W / W100289

**Contact Person:** Mr. Amish Sanghavi

**Peer Review Certificate No.:** 009316

## **Bankers to our Company**

### **State Bank of India**

Special Commercial Branch,

1st Floor, Kiran Chambers, Ring Road,

Surat – 395002, Gujarat, India

**Telephone:** +91-261-2330108

**Fax:** +91-261-2334979

**Email:** [sbi.04083@sbi.co.in](mailto:sbi.04083@sbi.co.in)

**Contact person:** Mr. Vikram Pujalal Shah

### **Axis Bank Limited**

2<sup>nd</sup> Floor, Shop No.206 to 211, White House,

B/s Highfield Escort, Near Roongta Arcade,

VIP Road, Vesu, Surat – 395 007, Gujarat, India.

**Telephone:** +91-261-4020500

**Email:** [jimish.solanki@axisbank.com](mailto:jimish.solanki@axisbank.com)

**Contact person:** Jimish Solanki

## **Bankers to the Issue and Refund Banker**

### **Yes Bank Limited**

Yes Bank Tower, IFC Tower, 8<sup>th</sup> floor,

Elphinstone (W), Senapati Bapat Marg, Mumbai 400013

**Telephone:** +91 22 33477374 / 33477259

**Email:** [dlbtiservices@yesbank.in](mailto:dlbtiservices@yesbank.in)

**Website:** [www.yesbank.in](http://www.yesbank.in)

**Contact Person:** Mr. Alok Srivastava / Mr. Shankar Vichare

**SEBI Registration Number:** INBI00000935

**CIN:** L65190MH2003PLC143249

## **Syndicate Member(s)**

### **Vivro Financial Services Private Limited**

607-608 Marathon Icon, Veer Santaji Lane,

Opposite Peninsula Corporate Park,

Off Ganpatrao Kadam Marg,

Lower Parel, Mumbai, Maharashtra,

India - 400013

**Telephone:** +91 22 6666 8040;

**Facsimile:** +91 22 6666 8047;

**Email:** [kpiglobal@vivro.net](mailto:kpiglobal@vivro.net)

**Website:** [www.vivro.net](http://www.vivro.net)

**Investor Grievance Email:** [investors@vivro.net](mailto:investors@vivro.net)

**Contact Person:** Mr. Anish Akruwala / Mr. Yogesh Malpani

**SEBI Registration Number:** INM000010122

**CIN:** U67120GJ1996PTC029182

## **Designated Intermediaries**

### **1. Self-Certified Syndicate Banks (SCSBs)**

The list of banks that have been notified by SEBI to act as SCSBs for the ASBA process is provided on <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34>. Details relating to designated branches of SCSBs collecting the ASBA application forms are available at the above mentioned link.

### **2. Registered Brokers**

In terms of SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, Applicants can submit Application Forms in the Issue using the stock broker network of the Stock Exchanges i.e. through the Registered Brokers at the Broker Centres.

The list of the Registered Brokers, including details such as postal address, telephone number and e-mail address, is provided on the websites of the BSE i.e. [www.bseindia.com](http://www.bseindia.com), as updated from time to time. In relation to the ASBA Applications submitted to the Registered Brokers at the Broker Centres, the list of branches of the SCSBs at the Broker Centres named by the respective SCSBs to receive deposits of the Application Forms from the Registered Brokers will be available on the website of SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) and updated from time to time.

### **3. Registrar and Share Transfer Agents**

In terms of SEBI circular no. CIR/CFD/ POLICYCELL/11/2015 dated November 10, 2015, Applicants can submit Application Forms through Collecting RTAs who are registrars and transfer agents registered with SEBI and have furnished their details to Stock Exchanges for acting in such capacity.

The list of the RTAs eligible to accept ASBA forms at the Designated RTA Locations, including details such as address, telephone number and e-mail address, are provided on the website of BSE, i.e., [www.bseindia.com](http://www.bseindia.com) as updated from time to time.

### **4. Collecting Depository Participants**

In terms of SEBI circular no. CIR/CFD/ POLICYCELL/11/2015 dated November 10, 2015, Applicants can submit Application Forms through CDPs who are depository participants registered with SEBI and have furnished their details to Stock Exchanges for acting in such capacity.

The list of the CDPs eligible to accept application forms at the Designated CDP Locations, including details such as name and contact details, are provided on the website of BSE, i.e., [www.bseindia.com](http://www.bseindia.com) as updated from time to time.

### **5. Brokers to the Issue**

All members of the recognized stock exchanges would be eligible to act as Brokers to the Issue.

## **Experts Opinion**

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

Our Company has received written consent dated December 6, 2018 from the Statutory Auditors to include their name in this Prospectus as an “expert” defined under section 2(38) of the Companies Act, 2013 as amended from time to time in respect of the reports of the Statutory Auditors on the Restated Financial Statement dated December 6, 2018 and statement of tax benefits dated December 6, 2018 and such consent has not been withdrawn as on the date of this Prospectus.

## Monitoring Agency

Since the size of the present Issue is less than ₹ 10,000 Lakh, our Company is not required to appoint any monitoring agency to monitor the utilization of proceeds of the Issue. Although in terms of Section 177 of Companies Act, 2013 the Audit Committee of our Company would be monitoring the utilization of the proceeds of the Issue.

## Appraising Entity

None of the purposes for which the Net Proceeds are proposed to be utilized have been financially appraised by any banks or financial institution.

## Credit Rating

This being a public issue of Equity Shares, there is no requirement of credit rating for the Issue.

## Debenture Trustees

As the Issue is of Equity Shares, the appointment of a debenture trustee is not required.

## IPO Grading

Our Company has not obtained any grading from any credit rating agency for the present Issue.

## Filing of Prospectus

A copy of this Prospectus shall be filed with SEBI at the SEBI Regional Office, Western Regional Office, Unit No. 002, Ground Floor, SAKAR I, Near Gandhigram Railway Station, Opposite Nehru Bridge, Ashram Road, Ahmedabad - 380009. A copy of this Prospectus, along with the documents required to be filed under Section 26 of the Companies Act, 2013 has been delivered to the RoC situated at ROC Bhavan, Opp. Rupal Park Society, Behind Ankur Bus Stop, Naranpura, Ahmedabad - 380013.

## Change in Auditors

Pursuant to resolution passed by our members at the 8<sup>th</sup> Annual General Meeting of our Company held on September 29, 2016, M/s. K A Sanghavi & Co. LLP, Chartered Accountants have been appointed as statutory auditors of our Company on account of resignation of M/s. Bipinchandra J. Modi & Co., Chartered Accountants, the erstwhile auditors.

Except as mentioned above, there have been no changes in the Auditors in last three financial years preceding the date of this Prospectus.

## Issue Schedule

An indicative timetable in respect of the Issue is set out below:

Event	Indicative Date
Issue Opening Date	January 8, 2019
Issue Closing Date	January 11, 2019
Finalisation of Basis of Allotment with the Designated Stock Exchange	On or before January 17, 2019
Unblocking of Funds	On or before January 18, 2019
Credit of Equity Shares to demat accounts of Allottees	On or before January 21, 2019
Commencement of trading of the Equity Shares on the Stock Exchange	On or before January 22, 2019

The above timetable is indicative and does not constitute any obligation on our Company or the LM. Whilst our Company shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Equity Shares on the Stock Exchange are taken within 6 Working Days of the Issue Closing Date, the timetable may change due to various factors, such as extension of the Issue Period by

our Company, any delays in receiving the final listing and trading approval from the Stock Exchange. The Commencement of trading of the Equity Shares will be entirely at the discretion of the Stock Exchange and in accordance with the applicable laws.

Applications and revision of Applications shall be accepted only between 10.00 a.m. and 5.00 p.m. (IST) during the Issue Period as mentioned above at the Collecting Centers and designated branches of SCSBs as mentioned in the Application Form. On the Issue Closing Date, the Applications and any revision in the Applications shall be accepted only between 10.00 a.m. and 3.00 p.m. (IST) and shall be uploaded until (i) 4.00 p.m. (IST) in case of Applications by QIB Applicants and Non-Institutional Applicants, and (ii) until 5.00 p.m. (IST) or such extended time as permitted by the Stock Exchange, in case of Applications by Retail Individual Applicants after taking into account the total number of applications received up to the closure of timings and reported by the LM to the Stock Exchange. It is clarified that Applications not uploaded on the electronic bidding system would be rejected. Applications will be accepted only on Working Days, i.e. Monday to Friday (excluding any public holiday).

Due to limitation of time available for uploading the Applications on the Issue Closing Date, the Applicants are advised to submit their Applications one day prior to the Issue Closing Date and, in any case, not later than 3.00 p.m. (IST) on the Issue Closing Date. All times mentioned in this Prospectus are Indian Standard Times. Applicants are cautioned that in the event a large number of Applications are received on the Issue Closing Date, as is typically experienced in public offerings, some Applications may not get uploaded due to lack of sufficient time. Such Applications that cannot be uploaded will not be considered for allocation under the Issue. Applications will be accepted only on Business Days. Neither our Company nor the Lead Manager or the Syndicate Member is liable for any failure in uploading the Applications due to faults in any software/hardware system or otherwise.

**QIBs and Non-Institutional Investors shall neither withdraw nor revise their Applications so as to lower the size of their Application at any stage after they have bidded in the Issue. QIBs and Non-Institutional Investors may revise their Applications upwards during the Issue Period. Such upward revision must be made using the Revision Form.**

Any revision in the Issue Period will be widely disseminated by notification to the Stock Exchange, by issuing a press release and also by indicating the changes on the websites of the Lead Manager and at the terminals of the Syndicate Member(s).

In case of discrepancy in the data entered in the electronic system vis-à-vis the data contained in the physical Application Form, for a particular Applicant, the details as per the Bid file received from the Stock Exchange may be taken as the final data for the purpose of Allotment. In case of discrepancy in the data entered in the electronic system vis-à-vis the data contained in the physical or electronic Application Form, for a particular ASBA Applicant, the Registrar to the Issue shall ask the relevant SCSBs / Syndicate Member / RTAs / DPs / Stock Brokers, as the case may be, for rectified data.

#### **Withdrawal of the Issue**

Our Company in consultation with the LM, reserve the right not to proceed with the Issue at any time before the Issue Opening Date without assigning any reason thereof.

If our Company withdraws the Issue anytime after the Issue Opening Date but before the allotment of Equity Shares, a public notice within two (2) Working Days of the Issue Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Issue shall be issued by our Company. The notice of withdrawal will be issued in the same newspapers where the pre-Issue advertisements have appeared and the Stock Exchange will also be informed promptly.

The LM, through the Registrar to the Issue, will instruct the SCSBs to unblock the ASBA Accounts within one (1) working Day from the day of receipt of such instruction. Our Company shall also inform the same to the Stock Exchange, i.e. BSE SME on which Equity Shares are proposed to be listed.

If our Company withdraws the Issue at any stage including after the Issue Closing Date and subsequently decides to proceed with an Issue of the Equity Shares, our Company will file a fresh offer document with the stock exchange where the Equity Shares may be proposed to be listed. Notwithstanding the foregoing, the Issue is subject to obtaining (i) the final listing and trading approvals of the Stock Exchange with respect to the Equity



Shares issued through this Prospectus, which our Company will apply for only after Allotment; and (ii) the final RoC approval of the Prospectus.

### Underwriting and Underwriting Agreement

The Company and the Lead Manager to the Issue hereby confirm that the Issue is 100% Underwritten.

The Underwriting Agreement is dated December 6, 2018 and pursuant to the terms of the Underwriting Agreement, obligations of the Underwriter(s) are subject to certain conditions specified therein. The Underwriter(s) has indicated their intention to underwrite the following number of specified securities being offered through this Issue. The details of the Underwriting commitments are as under:

Name, Address, Telephone, Fax and Email of the Underwriter(s)	Indicated number of Equity Shares to be Underwritten	Amount Underwritten	% of the total Issue size Underwritten
<b>Vivro Financial Services Private Limited</b> 607-608 Marathon Icon, Veer Santaji Lane, Opposite Peninsula Corporate Park, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013, Maharashtra, India <b>Telephone:</b> +91-22-66668040; <b>Fax:</b> +91-22-66668047 <b>Email:</b> <a href="mailto:kpiglobal@vivro.net">kpiglobal@vivro.net</a> <b>Website:</b> <a href="http://www.vivro.net">www.vivro.net</a> <b>Investor Grievance Email:</b> <a href="mailto:investors@vivro.net">investors@vivro.net</a> <b>Contact Person:</b> Mr. Anish Akruwala/ Mr. Yogesh Malpani <b>SEBI Registration Number:</b> INM000010122 <b>CIN:</b> U67120GJ1996PTC029182	49,92,000*	<b>3.993.60</b>	100%

*\*includes 2,49,600 Equity Shares of the Market Maker Reservation Portion which are to be subscribed by the Market Maker in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI ICDR Regulations.*

As per Regulation 262 (2) of SEBI ICDR Regulations, the LM has agreed to underwrite minimum 15 % of the Issue size out of its own account.

In the opinion of the Board of Directors of our Company, the resources of the above mentioned Underwriter are sufficient to enable them to discharge their respective obligations in full.

### Market Maker and Market Making Arrangement

Our Company and the Lead Manager has entered into an agreement dated December 6, 2018, with the following Market Maker, duly registered with BSE Limited to fulfil the obligations of Market Making:

<b>Name</b>	Airan Finstocks Private Limited
<b>Address</b>	<b>Reg. Office:</b> 1-D, 3 <sup>rd</sup> Floor, Gift One Building, Gandhinagar - 382355, Gujarat <b>Corp. Office:</b> 407, the Grand Mall, Opp. SBI Zonal Office, Ambawadi, Ahmedabad – 380 015
<b>Telephone</b>	+ 91 79 40222666
<b>Fax</b>	+91 79 40222699
<b>E-mail</b>	<a href="mailto:info@airanfinstocks.com">info@airanfinstocks.com</a>
<b>Contact Person</b>	Mr. Kiran Gohel
<b>SEBI Registration Number</b>	INB011323335
<b>BSE Market Maker Registration No.</b>	INB011323335

In terms of Chapter IX of SEBI ICDR Regulations, the Market Making arrangement through the Market Maker will be in place for a period of three years from the date of listing of our Equity Shares and shall be carried out in accordance with SEBI ICDR Regulations and the circulars issued by the BSE and SEBI regarding this matter from time to time.

## Summary of Market Making Arrangement

1. The Market Maker(s) (*individually or jointly*) shall be required to provide a 2-way quote for 75% of the time in a day. The same shall be monitored by the stock exchange. Further, the Market Maker(s) shall inform the exchange in advance for each and every black out period when the quotes are not being issued by the Market Maker(s).
2. The prices quoted by Market Maker shall be in compliance with the Market Maker Spread Requirements and other particulars as specified or as per the requirements of BSE SME and SEBI from time to time.
3. The minimum depth of the quote shall be ₹1,00,000. However, the investors with holdings of value less than ₹1,00,000 shall be allowed to offer their holding to the Market Maker(s) (*individually or jointly*) in that scrip provided that he sells his entire holding in that scrip in one lot along with a declaration to the effect to the selling broker.
4. Execution of the order at the quoted price and quantity must be guaranteed by the Market Maker(s), for the quotes given by him.
5. The Market Maker shall not sell in lots less than the minimum contract size allowed for trading on BSE SME (in this case currently the minimum trading lot size is 1,600 equity shares; however the same may be changed by the BSE SME from time to time).
6. There would not be more than five (5) Market Makers for a scrip at any point of time and the Market Makers may compete with other Market Makers for better quotes to the investors.
7. **Inventory management by the Market Maker:**

The following shall apply to market maker while managing his inventory during the market making process:

- a. For the first three months of market making, the Market Maker shall provide two way quotes irrespective of his holding.
- b. After a period of three months of market making, the Market Maker is exempted from providing buy quote in the event his inventory crosses the limits on the upper side for market makers during market making process prescribed by SEBI vide its Circular no. CIR/MRD/DSA/31/2012 dated November 27, 2012. The limits on upper side prescribed by SEBI are set forth hereunder:

Issue Size	Buy quote exemption threshold (including mandatory initial inventory of 5% of the Issue size)	Re-Entry threshold for buy quote (including mandatory initial inventory of 5% of the Issue size)
Up to ₹ 20 Crore	25%	24%
₹20 Crore to ₹50 Crore	20%	19%
₹50 Crore to ₹80 Crore	15%	14%
Above ₹80 Crore	12%	11%

- c. The Market Maker will give two way quotes till he reaches the upper limit threshold prescribed hereinabove, thereafter he has the option to give only sell quotes.
  - d. The Market Maker will resume providing two way quotes the moment his inventory reaches the prescribed re-entry threshold.
  - e. In view of the market maker obligation, there shall be no exemption/threshold on downside. However, in the event the Market Maker exhausts his inventory through market making process, BSE may intimate the same to SEBI after due verification.
8. The Equity Shares of the Company will be traded in the continuous trading session from the date of listing on the BSE SME and the Market Maker will remain present as per the guidelines issued by BSE and SEBI

from time to time. On the first day of the listing, there will be pre-opening session (call auction) and there after the trading will happen as per the equity market hours. The circuits will apply from the first day of the listing on the discovered price during the pre-open call auction.

9. The Market Maker may also be present in the opening call auction, but there is no obligation on him to do so.
10. There will be special circumstances under which the Market Maker may be allowed to withdraw temporarily/fully from the market – for instance due to system problems, any other problems. All controllable reasons require prior approval from the Exchange, while force-majeure will be applicable for non-controllable reasons. The decision of the Exchange for deciding controllable and non-controllable reasons would be final.

**11. Termination of Market Making Arrangement:**

The Market Maker(s) shall have the right to terminate said arrangement by giving a one (1) months' notice or on mutually acceptable terms to the LM, who shall then be responsible to appoint a replacement Market Maker(s). In case of termination of the above mentioned Market Making agreement prior to the completion of the compulsory Market Making period, it shall be the responsibility of the LM to arrange for another Market Maker in replacement during the term of the notice period being served by the Market Maker but prior to the date of releasing the existing Market Maker from its duties in order to ensure compliance with the requirements of Regulation 261(1) of the SEBI ICDR Regulations. Further our Company and the LM reserve the right to appoint other Market Makers either as a replacement of the current Market Maker or as an additional Market Maker subject to the total number of Designated Market Makers does not exceed five (5) or as specified by the relevant laws and regulations applicable at that particular point of time.

**12. Risk containment measures and monitoring for Market Makers:**

BSE SME will have all margins, which are applicable on the BSE main board viz., Mark-to-Market, Value-At-Risk (VAR) Margin, Extreme Loss Margin, Special Margins and Base Minimum Capital etc. BSE can impose any other margins as deemed necessary from time-to-time.

**13. Price Band and Spreads:**

The price band shall be 20% and the market maker spread (difference between the sell and the buy quote) shall be within 10% or as intimated by Exchange from time to time.

**14. Punitive Action in case of default by Market Makers:**

BSE SME will monitor the obligations on a real time basis and punitive action will be initiated for any exceptions and/or non-compliances. Penalties / fines may be imposed by the Exchange on the Market Maker, in case he is not able to provide the desired liquidity in a particular security as per the specified guidelines. These penalties / fines will be set by the Exchange from time to time. The Exchange will impose a penalty on the Market Maker in case he is not present in the market (offering two way quotes) for at least 75% of the time. The nature of the penalty will be monetary as well as suspension in market making activities / trading membership. The Department of Surveillance and Supervision of the Exchange would decide and publish the penalties / fines / suspension for any type of misconduct/ manipulation/ other irregularities by the Market Maker from time to time.

**All the above mentioned conditions and systems regarding the Market Making Arrangement are subject to change based on changes or additional regulations and guidelines from SEBI and Stock Exchange from time to time.**

15. The trading shall take place in TFT segment for first 10 days from commencement of trading as per SEBI Circular no. CIR/MRD/DP/02/2012 dated January 20, 2012.

## CAPITAL STRUCTURE

The capital structure of our Company as on the date of this Prospectus is set forth below:

<i>(₹ in Lakh, except share data)</i>		
Particulars	Aggregate value at face value	Aggregate value at Issue Price
<b>I Authorised Share Capital</b>		
2,00,00,000 Equity Shares of ₹ 10 each	2,000.00	-
<b>II Issued, Subscribed and Paid up Share Capital<sup>(1)</sup></b>		
1,30,75,000 Equity Shares of ₹ 10 each	1,307.50	10,460.00
<b>III Present Issue in terms of this Prospectus<sup>(2)</sup></b>		
Issue of up to 49,92,000 Equity Shares of ₹ 10 each at a price of ₹ 80 per Equity Share aggregating up to ₹ 3,993.60 Lakh	499.20	3,993.60
<i>Which comprises</i>		
<b>Reservation for Market Maker</b> – 2,49,600 Equity Shares of ₹ 10 each at a price of ₹ 80 per Equity Share aggregating to ₹ 199.68 Lakh	24.96	199.68
<b>Net Issue to the Public</b> - 47,42,400 Equity Shares of ₹ 10 each at a price of ₹ 80 per Equity Share aggregating to ₹ 3,793.92 Lakh	474.24	3,793.92
<i>Of which</i>		
<b>Available for allocation to Retail Individual Investors Category</b> - 23,71,200 Equity Shares of ₹ 10 each at a price of ₹ 80 per Equity Share aggregating to ₹ 1,896.96 Lakh	237.12	1,896.96
<b>Available for allocation to Other Investors Category</b> - 23,71,200 Equity Shares of ₹ 10 each at a price of ₹ 80 per Equity Share aggregating to ₹ 1,896.96 Lakh	237.12	1,896.96
<b>IV Issued, Subscribed and Paid up Share Capital after the Issue</b>		
1,80,67,000 Equity Shares of ₹ 10 each	1,806.70	14,453.60
<b>V Securities Premium Account</b>		
Before the Issue	1,645.00	
After the Issue	5,139.40	

<sup>(1)</sup> Our Company has only one class of share, i.e., Equity Shares having face value of ₹10 each and there are no partly paid up Equity Shares or preference shares or convertible securities outstanding for conversion as on the date of this Prospectus.

<sup>(2)</sup> The present Issue has been authorized by Board of Directors of our Company at its meeting held on August 10, 2018 and by shareholders of our Company at their Annual General Meeting held on September 22, 2018 vide special resolution passed under section 62(1)(c) of the Companies Act, 2013.

### NOTES TO CAPITAL STRUCTURE

#### 1. DETAILS OF CHANGES IN AUTHORISED SHARE CAPITAL OF OUR COMPANY SINCE INCORPORATION:

Our Company was incorporated with an authorized share capital of ₹ 1,00,00,000 divided into 10,00,000 Equity Shares of ₹ 10 each and the details of changes in the authorized share capital of our Company post incorporation are set forth below:

Sr. No.	Date of Shareholders' approval	AGM/EG M/ Postal Ballot	Particulars of Change
1	July 25, 2013	EGM	Increase in authorized share capital from ₹1,00,00,000 divided

Sr. No.	Date of Shareholders' approval	AGM/EGM/ Postal Ballot	Particulars of Change
			into 10,00,000 Equity Shares of ₹10 each to ₹3,00,00,000 divided into 30,00,000 Equity Shares of ₹10 each.
2	June 13, 2015	EGM	Increase in authorized share capital from ₹ 3,00,00,000 divided into 30,00,000 Equity Shares of ₹10 each to ₹4,00,00,000 divided into 40,00,000 Equity Shares of ₹10 each.
3	January 20, 2016	EGM	Increase in authorized share capital from ₹4,00,00,000 divided into 40,00,000 Equity Shares of ₹10 each to ₹5,00,00,000 divided into 50,00,000 Equity Shares of ₹10 each.
4	January 30, 2017	EGM	Increase in authorized share capital from ₹ 5,00,00,000 divided into 50,00,000 Equity Shares of ₹10 each to ₹5,50,00,000 divided into 55,00,000 Equity Shares of ₹10 each.
5	January 17, 2018	EGM	Increase in authorized share capital from ₹ 5,50,00,000 divided into 55,00,000 Equity Shares of ₹10 each to ₹20,00,00,000 divided into 2,00,00,000 Equity Shares of ₹10 each.

## 2. HISTORY OF SHARE CAPITAL OF OUR COMPANY

### a) The details of existing equity share capital of our Company:

Date of Allotment	No. of Equity Shares Allotted	Face Value (in ₹ Per Share)	Issue Price (in ₹ Per Share)	Mode of Allotment	Form of Consideration	Cumulative No. of Shares	Cumulative Paid up capital (in ₹)
February 1, 2008	50,000	10	10	Subscription to MOA <sup>(1)</sup>	Cash	50,000	5,00,000
February 15, 2014	7,00,000	10	10	Further Issue of Share <sup>(2)</sup>	Cash	7,50,000	75,00,000
March 10, 2014	12,50,000	10	10	Further Issue of Share <sup>(3)</sup>	Cash	20,00,000	2,00,00,000
March 31, 2014	10,00,000	10	10	Further Issue of Share <sup>(4)</sup>	Cash	30,00,000	3,00,00,000
March 21, 2016	5,00,000	10	40	Further Issue of Share <sup>(5)</sup>	Cash	35,00,000	3,50,00,000
February 15, 2017	20,00,000	10	50	Conversion of Unsecured loans into Equity <sup>(6)</sup>	Other than Cash	55,00,000	5,50,00,000
January 24, 2018	9,72,222	10	140	Preferential Issue <sup>(7)</sup>	Cash	64,72,222	6,47,22,220
March 05, 2018	64,72,222	10	NA	Bonus Issue <sup>(8)</sup>	-	1,29,44,444	12,94,44,440
September 25, 2018	1,30,556	10	70	Preferential Issue <sup>(8)</sup>	Cash	1,30,75,000	13,07,50,000

<sup>(1)</sup> Allotment of 15,000 Equity Shares to Mr. Faruk G. Patel, 10,000 Equity Shares to Mr. Ilays H. Patel, 5,000 Equity Shares to Ms. Rasida G. Patel, 5,000 Equity Shares to Mr. Gulammahmad A. Patel, 5,000 Equity Shares to Ms. Vahida F. Patel, 5,000 Equity Shares to Mr. Janak P. Tailor, 5,000 Equity Shares to K P Buildcon Private Limited against subscription to MOA.

<sup>(2)</sup> Allotment of 5,00,000 Equity Shares to Mr. Musa I. Patel, 63,900 Equity Shares to Mr. Hasan I. Dashu, 1,27,800 Equity Shares to Mr. Salim M. Dudhwala, and 8,300 Equity Shares to Mr. Gulammahmad A. Patel under rights issue.

- (3) Allotment of 1,00,000 Equity Shares to Mr. Irfanahmed S. Mombasawala, 5,00,000 Equity Shares to Mirrikh Motors Private Limited, 5,00,000 Equity Shares to S & G Green and 1,50,000 Equity Shares to Mr. Dhimantra C. Joshi under rights issue.
- (4) Allotment of 10,00,000 Equity Shares to Mr. Faruk G. Patel under rights issue.
- (5) Allotment of 1,20,000 Equity Shares to Mr. Faruk G. Patel, 45,000 Equity Shares to Ms. Rasida G. Patel, 45,000 Equity Shares to Mr. Gulammahmad A. Patel, 45,000 Equity Shares to Ms. Vahida F. Patel, 45,000 Equity Shares to Ms. Ayesha F. Patel, 25,000 Equity Shares to Ms. Bhadrabala D. Joshi, 1,750 Equity Shares to Mr. Rajnikant H. Shah, 30,375 Equity Shares to Ms. Karishma R. Shah, 53,125 Equity Shares to Ms. Maitri M. Shah, 37,500 Equity Shares to Mr. Mitul R. Shah and 52,250 Equity Shares to Mitul R. Shah (HUF) under rights issue.
- (6) Allotment of Equity Shares pursuant to conversion of unsecured loan into Equity Shares - 14,87,910 Equity Shares to Mr. Faruk G. Patel, 31,000 Equity Shares to Ms. Rasida G. Patel, 31,000 Equity Shares to Mr. Gulammahmad Ali Patel, 26,971 Equity Shares to Ms. Vahida F. Patel, 26,971 Equity Shares to Ms. Ayesha F. Patel, 85,714 Equity Shares to Mr. Dhimantra C. Joshi, 14,291 Equity Shares Mr. Bhadrabala D. Joshi, 6 Equity Shares to Ms. Priti R. Shah, 1,006 Equity Shares to Mr. Rajnikant H. Shah, 17,363 Equity Shares to Ms. Karishma R. Shah, 30,363 Equity Shares to Ms. Maitri M. Shah, 21,434 Equity Shares to Mr. Mitul R. Shah, 29,857 Equity Shares to Mitul R. Shah (HUF), 41,000 Equity Shares to Mr. Shaheedul Hasan, 90,000 Equity Shares to Mr. Irfanahmed S. Mombasawala, 10,000 Equity Shares to Mr. Mohammedrafik D. Barma, 4,114 Equity Shares to Mr. Sarfaraz Y. Patel, 10,000 Equity Shares to Mr. Ridwan I. Haveliwala, 41,000 Equity Shares to Mr. Ashish A. Mithani.
- (7) Preferential Issue of 6,78,722 Equity Shares to Raisonneur Capital Limited and 2,93,500 Equity Shares to Aspire Emerging Fund.
- (8) Bonus issue of 64,72,222 Equity Shares to the existing members in proportion of 1 (One) Equity Share for every 1(one) Equity Share held in our Company.
- (9) Preferential Issue of 1,30,556 Equity Shares to the following allottees:

<b>Sr. No</b>	<b>Name of the allottees</b>	<b>No. of Equity Shares allotted</b>
1.	Karimbhai Miyanjibhai Polara	7,500
2.	Ladiben Karimbhai Polara	7,500
3.	Tariq Karimbhai Polara	7,000
4.	Naviwala Firoza Amir	10,000
5.	Khoja Zaidali Haiderali	2,928
6.	Persis Khoja	2,928
7.	Singh Santosh	4,392
8.	Mohmed Sohil Y Dabhoya	4,392
9.	Muinulhaq Iqbalhusen Kadva	4,392
10.	Karmit Haribhadra Sheth	3,221
11.	Afzal Aiyub Patel	6,677
12.	Patel Javed	6,150
13.	Birappa Kannappa Pujar	2,928
14.	Shakti Jeram Kakadia	2,928
15.	Rawal Gautam Arjun Kumar	1,464
16.	Zuveriyah Muinulhaque Kadva	1,464
17.	Rajvi Upadhyay	1,464
18.	Pravinkumar Singh	1,464
19.	Mukhtiyar A Malek	1,464
20.	Harsh S Shah	1,464
21.	Shakil Mukhtarahmed Shaikh	1,464
22.	Arvind Kumar Tripathi	1,171
23.	Sirishbhai Hirabhai Thakker	1,171
24.	Shakib Yusuf Patel	1,171
25.	Pathan Yasminbanu Shabbir	1,171
26.	MuhammedIbrahim Gulamabbas Mujawar	3,660
27.	Raval Chandravadan Natvarlal	878
28.	Shivkumar Mafatkumar Pandya	1,757

<b>Sr. No</b>	<b>Name of the allottees</b>	<b>No. of Equity Shares allotted</b>
29.	<i>Pankajkumar Anopchand Shah</i>	878
30.	<i>Unmesh Anilkumar Bhatt</i>	878
31.	<i>Pradyumansinh B Sarvaiya</i>	878
32.	<i>Dhavalsinh Parmar</i>	878
33.	<i>Yasmin M Mansuri</i>	878
34.	<i>Nilam R Desai</i>	878
35.	<i>Kanani Satishbhai B</i>	878
36.	<i>Malek Sarfaraz</i>	878
37.	<i>Goltar Lalji L</i>	878
38.	<i>Bataram Satyanarayana</i>	1,757
39.	<i>Shaikh Mubin Saeed Bhai</i>	732
40.	<i>Patel Pragnyeshbhai Bharatbhai</i>	732
41.	<i>Shaikh Afraz A</i>	796
42.	<i>Imran Lakkad</i>	585
43.	<i>Priteshkumar V Dalal</i>	585
44.	<i>Vipulkumar Navinchandra Amin</i>	585
45.	<i>Patel Samir Iqbalbhai</i>	585
46.	<i>Ravikumar Kanjibhai Goti</i>	585
47.	<i>Shri Bhagavan Mahato</i>	585
48.	<i>Khant Pratapbhai Malubhai</i>	585
49.	<i>Quazi Ismat M</i>	585
50.	<i>Nayna Mukeshkumar Doshi</i>	585
51.	<i>Vanrajsinh Chandubha Sarvaiya</i>	585
52.	<i>Sumitkumar Jayantibhai Bhadiyadra</i>	585
53.	<i>Rasikbhai Kanjibhai Jani</i>	585
54.	<i>Chandra Kant Mishra</i>	585
55.	<i>Trivedi Toral Prakash</i>	585
56.	<i>Dinga Yakoob Vali Mohmed</i>	1,171
57.	<i>Chauhan Bhavsing Balu</i>	585
58.	<i>Patel Imran Yusuf</i>	585
59.	<i>Kapadia Jay Girishkumar</i>	439
60.	<i>Avdhoot M Khambhalikar</i>	439
61.	<i>Nasir Salim Shah</i>	439
62.	<i>Patel Talha Hasanali</i>	439
63.	<i>Manoj Ramakant Mishra</i>	439
64.	<i>Janakkumar M Dhapa</i>	366
65.	<i>Rajput Shambhoonathsingh D</i>	366
66.	<i>Vanpariya Mayur Jamanbhai</i>	366
67.	<i>Aavdabhai V Odedra</i>	366
68.	<i>Malek Savaban Abdulrauf</i>	292
69.	<i>Patel Tapasvi Subhashbhai</i>	292
70.	<i>Shailesh Jagdishbhai Joshi</i>	1,464
71.	<i>Ghanchi Gulammuhammad Muhyuddin</i>	146
72.	<i>Memon Irsad F</i>	292
73.	<i>Munshi Zahirahmed Gulammohammed</i>	292
74.	<i>Patel Maqsud A R</i>	292
75.	<i>Pathan Aminkhan Rafikkhan</i>	292
76.	<i>Samir Kureshi</i>	292
77.	<i>Patel Mohmmad Akram Siraj</i>	292
78.	<i>Rukshar Mujaffar Sheikh</i>	292
79.	<i>Pooja D Daberwala</i>	292
80.	<i>Harunalrasid Yusuf Ranguni</i>	292
81.	<i>Bharat Tapariya</i>	292
82.	<i>Revar Sahdevsinh</i>	292
83.	<i>Popaniya Somatbhai K</i>	292
84.	<i>Bharatkumar Rameshbhai Vaja</i>	292
85.	<i>Jikadara Virag Vithalbhai</i>	292

<b>Sr. No</b>	<b>Name of the allottees</b>	<b>No. of Equity Shares allotted</b>
86.	Gazalabanu F Pathan	292
87.	Jai Ram Sah	292
88.	Chatrabhuj Bhagvanjibhai Rajpara	585
89.	Divyesh Rajeshkumar Kapadia	292
90.	Dharmendra J Tanakhia	292
91.	Aamirkhan Husainkhan Pathan	292
92.	Ashish R Thanki	146
93.	Jitendrasinh M Gohil	146
94.	Sarvaiya Digvijaysinh Bharatsinh	146
95.	Suresh Ramjibhai Jani	146
96.	Sanjay D Karavadra	58
97.	Kaushik Mulshankar Joshi	58
98.	Tushar Dayalal Joshi	58
99.	Jhaveri Arpit Sanjaykumar	292
100.	Kela Radhika Kishanlal	907

**b) The details of allotment(s) made in last two years**

Our Company has, in aggregate, allotted 95,75,000 Equity Shares during last two years preceding the date of this Prospectus, the details of which are set forth hereunder:

<b>Date of Allotment</b>	<b>No. of shares Allotted</b>	<b>Face Value (in ₹ Per Share)</b>	<b>Issue Price (in ₹ Per Share)</b>	<b>Mode of Allotment</b>	<b>Form of Consideration</b>	<b>Name of allottees</b>
February 15, 2017	20,00,000	10	50	Conversion of unsecured loan into equity	Other than Cash	Refer Point 2(a) of the Notes to Capital Structure.
January 24, 2018	9,72,222	10	140	Preferential Issue	Cash	
March 05, 2018	64,72,222	10	NA	Bonus Issue	-	
September 25, 2018	1,30,556	10	70	Preferential Issue	Cash	

**c) Issue of Shares for consideration other than cash**

The details of Equity Shares issued by our Company for consideration other than cash are set forth hereunder:

<b>Date of the allotment</b>	<b>No. of shares Allotted</b>	<b>Issue Price (in ₹ Per Share)</b>	<b>Reasons for allotment</b>	<b>Persons to whom the allotment were made</b>	<b>Benefits accruing to our Company</b>
February 15, 2017	20,00,000	50	Conversion of unsecured loan in to equity	Refer Point 2(a) of the Notes to Capital Structure	Reduction in borrowings of the Company
March 05, 2018	64,72,222	NA	Bonus Issue		NA

**d) Since incorporation, our Company has not issued any shares –**

- as bonus shares out of revaluation reserves;
- in terms of any scheme approved under sections 391-394 of the Companies Act, 1956 or sections 230-234 of the Companies Act, 2013;



- under any employee stock option scheme or employee stock purchase scheme.

**e) Issue of Equity Shares in the last one year below the Issue Price**

Except as disclosed below, our Company has not issued any Equity Shares in the last one year at a price which is lower than the Issue Price:

Date of the allotment	No. of shares Allotted	Issue Price (in ₹ Per Share)	Reasons for allotment	Persons to whom the allotment were made	Category of allottees
September 25, 2018	1,30,556	70	To fund working capital requirements and expansion of business activities	Refer Point 2(a) of the Notes to Capital Structure	Persons other than Promoter Group
March 05, 2018	64,72,222	NA	Bonus Issue		Promoter Group as well as Persons other than Promoter Group

- f) Our Company does not have any intention or proposal to alter our capital structure within a period of 6 months from the date of opening of the Issue by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into exchangeable, directly or indirectly, for our Equity Shares) whether preferential or bonus, rights, further public issue or qualified institutions placement or otherwise. However, our Company may further issue Equity Shares (including issue of securities convertible into Equity Shares) whether preferential or otherwise after the date of the opening of the Issue to finance an acquisition, merger or joint venture or for regulatory compliance or such other scheme of arrangement or any other purpose as the Board may deem fit, if an opportunity of such nature is determined by its Board of Directors to be in the interest of our Company.

**3. THE DETAILS OF SHAREHOLDING OF PROMOTER AND PROMOTER GROUP OF OUR COMPANY:**

**a) History of share capital held by our Promoter:**

As on the date of this Prospectus, total shareholding of Promoter of our Company is 92,20,000 Equity Shares constituting 70.52% of the pre-Issue paid up equity share capital of our Company. The break-up of shareholding of Promoter is set forth hereunder:

**Mr. Faruk G. Patel**

Date of Allotment/ Date of Transfer	Number of Equity Shares Allotted/ Transferred	Face Value Per Equity Share (in ₹)	Issue /Acquisition/ Transfer Price Per Equity Share (in ₹)	Nature of Transaction	Nature and Source of funds	% of Pre-Issue Paid up Capital	% of Post Issue Paid up Capital
February 01, 2008	15,000	10	10	Subscription to MOA	Cash out of owned funds	0.11	0.08
April 02, 2012	(14,000)	10	10	Transfer <sup>(1)</sup>	N.A.	(0.11)	(0.08)
March 31, 2014	10,00,000	10	10	Further Issue of Shares	Cash out of owned funds	7.65	5.53

Date of Allotment/ Date of Transfer	Number of Equity Shares Allotted/ Transferred	Face Value Per Equity Share (in ₹)	Issue /Acquisition /Transfer Price Per Equity Share (in ₹)	Nature of Transaction	Nature and Source of funds	% of Pre-Issue Paid up Capital	% of Post Issue Paid up Capital
September 05, 2014	12,07,900	10	10	Transfer <sup>(2)</sup>	Cash out of owned funds	9.24	6.69
July 01, 2015	2,75,000	10	10	Transfer <sup>(3)</sup>	Cash out of owned funds	2.10	1.52
July 02, 2015	(60)	10	10	Transfer <sup>(4)</sup>	N.A	(0.00)	(0.00)
March 21, 2016	1,20,000	10	40	Further Issue of Shares	Cash out of owned funds	0.92	0.66
February 15, 2017	14,87,910	10	50	Conversion of Unsecured loans into Equity	Cash out of owned funds	11.38	8.24
March 05, 2018	40,91,750	10	NA	Bonus Issue	NA	31.29	22.65
June 14, 2018	1,65,000	10	NA	Transfer <sup>(5)</sup>	NA	1.26	0.91
June 20, 2018	1,65,000	10	NA	Transfer <sup>(6)</sup>	NA	1.26	0.91
November 20, 2018	35,000	10	80	Transfer <sup>(7)</sup>	Cash out of owned funds	0.27	0.19
November 20, 2018	2,96,000	10	NA	Transfer <sup>(8)</sup>	NA	2.26	1.64
November 26, 2018	2,700	10	80	Transfer <sup>(9)</sup>	Cash out of owned funds	0.02	0.01
November 27, 2018	39,000	10	80	Transfer <sup>(10)</sup>	Cash out of owned funds	0.30	0.22
November 29, 2018	1,87,000	10	80	Transfer <sup>(11)</sup>	Cash out of owned funds	1.43	1.04
November 30, 2018	1,46,800	10	80	Transfer <sup>(12)</sup>	Cash out of owned funds	1.12	0.81
<b>Total</b>	<b>92,20,000</b>					<b>70.52</b>	<b>51.03</b>

<sup>(1)</sup> Transfer of 1,800 Equity Shares to Ms. Aayesha F. Patel, 1,800 Equity Shares to Mr. Muhammed Ibarahim Gulamabbas Mujawar, 1,800 Equity Shares to Mr. Pravin R. Singh, 1,800 Equity Shares to Mr. Sarfaraz Y. Patel, 1,500 Equity Shares to Mr. Mukhtiyar A. Malek, 1,800 Equity Shares to Mr. Moinulhaq I. Kadva, 1,750 Equity Shares to Mr. Yusuf U. Kadva, 1,750 Equity Shares to Ms. Ayesha Y. Kadva.

<sup>(2)</sup> Transfer of 1,800 Equity Shares from Mr. Muhammed Ibarahim Gulamabbas Mujawar, 1,800 Equity Shares from Mr. Pravin R. Singh, 1,800 Equity Shares from Mr. Sarfaraz Y. Patel, 1,500 Equity Shares from Mr. Mukhtiyar A. Malek, 3,000 Equity Shares from Mr. Yakub Isa Raje, 3,000 Equity Shares from Ms. Salehabanu Y. Raje, 1,500 Equity Shares from Mr. Shaheedul Hasan, 3,300 Equity Shares from Mr. Hamidabibi Y. Dabhoya, 2,500 Equity Shares from Mr. Yusuf N. Dabhoya, 3,000 Equity Shares

from Mr. Moinulhaq I. Kadva, 2,550 Equity Shares from Mr. Yusuf U. Kadva, 2,550 Equity Shares from Ms. Ayesha Y. Kadva, 1,750 Equity Shares from Mr. Santosh Singh, 1,750 Equity Shares from Ms. Donika Shah, 1,750 Equity Shares from Ms. Aesha Shah, 1,750 Equity Shares from Ms. Nayana B. Shah, 1,750 Equity Shares from Mr. Bhupendra V. Shah, 1,750 Equity Shares from Mr. Satish B. Kanani, 1,750 Equity Shares from Mr. Afzal A. Patel, 1,750 Equity Shares from Mr. Raheed I. Shaikh, 1,700 Equity Shares from Ms. Mohsina R. Shaikh, 63,900 Equity Shares from Mr. Hasan I. Dashu, 1,00,000 Equity Shares from Mr. Irfanahmed S. Mombasawala, 5,00,000 Equity Shares from Mirrikh Motors Private Limited, 5,00,000 Equity Shares from S & G Green.

- (3) Transfer of 2,75,000 Equity Shares from Mr. Musa I. Patel.
- (4) Transfer of 10 Equity Shares to Ms. Bhadrabala D. Joshi, Transfer of 10 Equity Shares to Ms. Priti R. Shah, Transfer of 10 Equity Shares to Mr. Rajnikant H. Shah, Transfer of 10 Equity Shares to Ms. Karishma R. Shah, Transfer of 10 Equity Shares to Ms. Maitri M. Shah, Transfer of 10 Equity Shares to Mr. Mitul R. Shah.
- (5) Transfer by way of gift of 1,65,000 Equity Shares from Mr. Gulammahmad A. Patel
- (6) Transfer by way of gift of 1,65,000 Equity Shares from Ms. Rashida G Patel.
- (7) Transfer of 10,000 Equity Shares from Mr. Sarfaraz Patel and 25,000 Equity Shares from Mr. Mohammedrafik Barma.
- (8) Transfer by way of gift of 1,48,000 Equity Shares from Ms. Vahidabanu Patel and 1,48,000 Equity Shares from Ms. Aayesha Patel.
- (9) Transfer of 2,700 Equity Shares from Mr. Rajnikant H. Shah.
- (10) Transfer of 39,000 Equity Shares from Mrs. Bhadrabala D. Joshi.
- (11) Transfer of 82,000 Equity Shares from Mitul Shah HUF, 47,000 Equity Shares from Mrs. Karishma Shah and 58,000 Equity Shares from Mr. Mitul Shah.
- (12) Transfer of 63,800 Equity Shares from Mr. Ashish A. Mithani and 83,000 Equity Shares from Mrs. Maitri M. Shah.

#### Pledged Shares

22,49,402 Equity Shares held by Mr. Faruk G. Patel, our Promoter constituting 17.20% of pre-Issue paid up equity share capital of our Company has been pledged by him with State Bank of India (SBI) for securing the repayment of credit facilities granted by SBI to our Company and the said pledge will continue till September 30, 2027.

All the Equity Shares held by our Promoter are made fully paid up on the respective date of allotment of such Equity Shares.

For details relating to Equity Shares held by our Promoter which are under lock-in, kindly refer “Promoter’s Contribution and Lock-in Period” on page 71 of this Prospectus.

#### b) The details of shareholding of Promoter Group and transaction(s) during preceding six months

##### 1) Aggregate shareholding of our Promoter and Promoter Group:

The details of Equity Shares held by our Promoter and Promoter Group are set forth hereunder:

Sr. No.	Name of Shareholder	Pre-Issue		Post-Issue	
		No. of Equity Shares	% of Pre-Issue Capital	No. of Equity Shares	% of Post - Issue Capital
<b>A Promoter</b>					
1	Mr. Faruk G. Patel	92,20,000	70.52%	92,20,000	51.03%
<b>Sub-Total (A)</b>		<b>92,20,000</b>	<b>70.52%</b>	<b>92,20,000</b>	<b>51.03%</b>
<b>B Promoter Group</b>					
1	Mr. Gulammahmad A. Patel	5,500	0.04%	5,500	0.03%
2	Ms. Rashida G. Patel	5,500	0.04%	5,500	0.03%
3	Ms. Vahidabanu F. Patel	342	0.00%	342	0.00%
4	Ms. Aayesha F. Patel	342	0.00%	342	0.00%
<b>Sub-Total (B)</b>		<b>11,684</b>	<b>0.09%</b>	<b>11,684</b>	<b>0.06%</b>
<b>TOTAL (A)+(B)</b>		<b>92,31,684</b>	<b>70.61%</b>	<b>92,31,684</b>	<b>51.10%</b>

2) **Transaction(s) by Promoter Group and/or by directors of our Company and their immediate relatives during six months preceding the date of this Prospectus:**

Except as disclosed below, no Equity Shares have been bought or sold during six months preceding the date of this Prospectus by Promoter Group and/or by Directors of our Company and their immediate relatives:

Sr. No.	Category of person	Aggregate number of Equity Shares transacted	Nature of Transaction
1	<b>Promoter Group</b>		
	Mr. Faruk G. Patel	10,36,500	Acquisition
	Ms. Vahidabanu F. Patel	1,48,000	Disposal by Gift
	Ms. Aayesha F. Patel	1,48,000	Disposal by Gift
	Mr. Gulammahmad A. Patel	1,65,000	Disposal by Gift
	Ms. Rashida G. Patel	1,65,000	Disposal by Gift
2	<b>Directors of our Company (other than Promoter Group)</b>		
	Mr. Santosh Singh	4,392	Allotment
3	<b>Immediate relatives of Directors of our Company (other than Promoter Group)</b>		
	Mr. Muinulhaq Iqbalhusen Kadva	4,392	Allotment
	Ms. Zuveriyah Muinulhaque Kadva	1,464	Allotment

- 3) There are no financing arrangements whereby the Promoters, Promoter Group, the Directors of our Company 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 the period of 6 (six) months immediately preceding the date of filing of this Prospectus.

4. **THE DETAILS OF MAJOR SHAREHOLDERS OF OUR COMPANY:**

- a) **Major Shareholders holding 1% or more of the pre-Issue equity share capital of our Company as on the date of this Prospectus:**

Sr. No.	Name of Shareholders	No. of Shares held	% of pre-Issue equity share capital
1	Mr. Faruk G. Patel	92,20,000	70.52%
2	Raisonneur Capital Limited	13,57,444	10.38%
3	Aspire Emerging Fund	5,87,000	4.49%
4	Mr. Irfanahmed S. Mombasawala	4,95,000	3.79%
5	Mr. Dhimantraï Joshi	4,71,428	3.61%
6	Mr. Shaheedul Hasan	2,25,500	1.72%
7	Mr. Ashish A. Mithani	1,61,700	1.24%
	<b>Total</b>	<b>1,25,18,072</b>	<b>95.74%</b>

- b) **Major Shareholders holding 1% or more of the pre-Issue equity share capital of our Company as on a date 10 days before the date of this Prospectus:**

Sr. No.	Name of Shareholders	No. of Shares held	% of pre-Issue equity share capital
1	Mr. Faruk G. Patel	92,20,000	70.52%
2	Raisonneur Capital Limited	13,57,444	10.38%
3	Aspire Emerging Fund	5,87,000	4.49%
4	Mr. Irfanahmed S. Mombasawala	4,95,000	3.79%
5	Mr. Dhimantraï Joshi	4,71,428	3.61%

Sr. No.	Name of Shareholders	No. of Shares held	% of pre-Issue equity share capital
6	Mr. Shaheedul Hasan	2,25,500	1.72%
7	Mr. Ashish A. Mithani	1,61,700	1.24%
	<b>Total</b>	<b>1,25,18,072</b>	<b>95.74%</b>

- c) Major Shareholders holding 1% or more of the pre-Issue equity share capital of our Company as on a date one year before the date of this Prospectus:

Sr. No.	Name of Shareholders	No. of Shares held	% of equity share capital one year before the date of this Prospectus
1	Mr. Faruk G. Patel	40,91,750	74.40%
2	Mr. Irfanahmed S. Mombasawala	2,47,500	4.50%
3	Mr. Dhimantraï Joshi	2,35,714	4.29%
4	Mr. Shaheedul Hasan	1,12,750	2.05%
5	Mr. Ashish A. Mithani	1,12,750	2.05%
6	Mr. Gulammahmad A. Patel	85,250	1.55%
7	Ms. Rashida G. Patel	85,250	1.55%
8	Ms. Maitri M. Shah	83,498	1.52%
9	Mitul R. Shah HUF	82,107	1.49%
10	Ms. Vahida F. Patel	74,171	1.35%
11	Ms. Ayesha F. Patel	74,171	1.35%
12	Mr. Mitul R. Shah	58,944	1.07%
	<b>Total</b>	<b>53,43,855</b>	<b>97.16%</b>

- d) Major Shareholders holding 1% or more of the pre-Issue equity share capital of our Company as on a date two years before the date of this Prospectus:

Sr. No.	Name of Shareholders	No. of Shares held	% of equity share capital two years before the date of this Prospectus
1	Mr. Faruk G. Patel	26,03,840	74.40%
2	Mr. Irfanahmed S. Mombasawala	1,57,500	4.50%
3	Mr. Dhimantraï Joshi	1,50,000	4.29%
4	Mr. Shaheedul Hasan	71,750	2.05%
5	Mr. Ashish A. Mithani	71,750	2.05%
6	Mr. Gulammahmad A. Patel	54,250	1.55%
7	Ms. Rashida G. Patel	54,250	1.55%
8	Ms. Maitri M. Shah	53,135	1.52%
9	Mitul R. Shah HUF	52,250	1.49%
10	Ms. Vahida F. Patel	47,200	1.35%
11	Ms. Ayesha F. Patel	47,200	1.35%
12	Mr. Mitul R. Shah	37,510	1.07%
	<b>Total</b>	<b>34,00,635</b>	<b>97.16%</b>

## 5. SHAREHOLDING PATTERN OF OUR COMPANY

The shareholding pattern of our Company as on the date of this Prospectus is set forth below:

Category	Category of shareholder	Number of shareholders	No. of fully paid up equity shares held	No. of Partly paid-up equity shares held	No. of shares underlying Depository Receipts	Total nos. shares held	Shareholding as a % of total no. of shares (calculated as per SCRR, 1957)	Number of Voting Rights held in each class of securities				No. of Shares Underlying Outstanding convertible securities (including Warrant)	Shareholding, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)	Number of Locked in shares		Number of Shares pledged or otherwise encumbered		Number of equity shares held in dematerialised form
								No of Voting Rights			Total as a % of (A+B+C)			No. (a)	As a % of total Shares held (b)	No. (a)	As a % of total Shares held (b)	
								Class eg: Equity Shares	Class eg: Others	Total								
(I)	(II)	(III)	(IV)	(V)	(VI)	(VII) = (IV)+(V)+(VI)	(VIII) As a % of (A+B+C2)	(IX)				(X)	(XI) = (VII)+(X) As a % of (A+B+C2)	(XII)		(XIII)		(XIV)
(A)	Promoter & Promoter Group	5	92,31,684	-	-	92,31,684	70.61	92,31,684	-	92,31,684	70.61	-	70.61	-	-	22,49,402*	24.37	92,31,684
(B)	Public	191	38,43,316	-	-	38,43,316	29.39	38,43,316	-	38,43,316	29.39	-	29.39	-	-	-	-	37,12,760
(C)	Non Promoter - Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C1)	Shares Underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(C2)	Shares Held By Employee Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>196</b>	<b>1,30,75,000</b>	<b>-</b>	<b>-</b>	<b>1,30,75,000</b>	<b>100.00</b>	<b>1,30,75,000</b>		<b>1,30,75,000</b>	<b>100.00</b>	<b>-</b>	<b>100.00</b>	<b>-</b>	<b>-</b>	<b>22,49,402</b>	<b>17.20</b>	<b>1,29,44,444</b>

\*22,49,402 Equity Shares are pledged with State Bank of India ("SBI"). In order to facilitate the lock-in of these Equity Shares, SBI has temporarily released the pledge for limited purpose of placing them under lock-in as per the SEBI ICDR Regulations. The said Equity Shares shall, immediately after being locked-in, be again pledged in favour of the SBI.

## 6. PROMOTER'S CONTRIBUTION AND LOCK-IN PERIOD

In terms of Regulation 236 of SEBI ICDR Regulations, minimum promoters' contribution should be not less than 20% of the post Issue equity share capital of our Company. Mr. Faruk G. Patel, our Promoter, has *vide* his letter dated December 19, 2018 consented to hold the required minimum promoter's contribution.

### Eligibility of Equity Shares forming part of minimum promoters' contribution

In terms of Regulation 237 of SEBI ICDR Regulations, our Company confirms that none of the Equity Shares forming part of minimum promoter's contribution –

- a. Are acquired by our Promoter during preceding three financial years:
  - For consideration other than cash and where revaluation of assets or capitalization of intangible assets was involved; or
  - Through bonus issue of Equity Shares made by utilizing the revaluation reserves or unrealized gain or through bonus issue against equity shares which are ineligible for minimum promoter's contribution;
- b. Are pledged by our Promoter with any creditor;
- c. Consist of Equity Shares acquired by our Promoter during preceding one year at a price lower than the Issue Price.

Further, our Company was incorporated under the Companies Act, 1956 and was not incorporated by converting the partnership firm(s) or LLP(s).

Our Promoter will not participate in the Issue and there is no promoter's contribution brought in as a part of the Issue.

### Lock-in period

#### A. Equity Shares held by Promoter:

In terms of Regulation 238 of SEBI ICDR Regulations, minimum promoter's contribution will be locked-in for a period of three years from the date of Allotment or date of commencement of commercial production, whichever is later and the Equity Shares held by Promoter of our Company in excess of minimum promoter's contribution will be locked-in for a period of one year from the date of Allotment.

The details of Equity Shares which are being locked in for a period of three years from the date of Allotment in the present Issue or date of commencement of commercial production, whichever is later are set forth hereunder:

Name of Promoter	No. of Equity Shares Locked in	Face Value (in ₹)	Date of Acquisition and when made fully paid-up	Nature of Allotment/ Transfer	Consideration (Cash/other than cash)	% of post-Issue paid-up capital
Mr. Faruk G. Patel	10,00,000	10	March 31, 2014	Further Issue of Shares	Cash out of owned funds	5.53
	12,07,900	10	September 05, 2014	Transfer	Cash out of owned funds	6.69
	2,75,000	10	July 01, 2015	Transfer	Cash out of owned funds	1.52
	1,20,000	10	March 21, 2016	Further Issue of Shares	Cash out of owned funds	0.66

Name of Promoter	No. of Equity Shares Locked in	Face Value (in ₹)	Date of Acquisition and when made fully paid-up	Nature of Allotment/ Transfer	Consideration (Cash/other than cash)	% of post-Issue paid-up capital
	10,10,500	10	February 15, 2017	Conversion of Unsecured loans into Equity	Cash out of owned funds	5.59
<b>Total</b>	<b>36,13,400</b>					<b>20.00</b>

For the build-up of share capital of Mr. Faruk G. Patel, Promoter of our Company, kindly refer to Point 3(a) above - “History of Equity Share capital held by our Promoter” on page 65 of this Prospectus.

Our Promoter has confirmed that the acquisition of the Equity Shares forming part of the Promoter’s Contribution have been financed from owned funds/surpluses and no loans or financial assistance from any banks or financial institution has been availed for this purpose.

Our Promoter has *vide* his letter dated December 19, 2018 given undertaking that he will keep his shareholding under lock-in for the period mentioned hereinbefore and shall not sell or dispose off or transfer the same save as permissible under Regulations 242 and 243 of the SEBI ICDR Regulations.

Total shareholding of our Promoter, post completion of the present Issue, will be 92,20,000 Equity Shares, constituting 51.03% of post Issue paid up equity share capital of our Company.

#### **B. Equity Shares held by persons other than Promoters:**

In terms of Regulation 239 of SEBI ICDR Regulations, entire pre-Issue equity share capital of our Company held by persons other than our Promoter will be locked-in for a period of one year from the date of Allotment in the Issue.

The Equity Shares which are under lock-in shall carry inscription “non-transferable” on the face of share certificate along with the period of lock-in and in respect of Equity Shares which are in dematerialized form, the lock-in will be recorded by the respective depository.

#### **Other requirements in respect of lock-in**

##### ***Pledge of Locked-in Equity Shares***

Pursuant to Regulation 242 of the SEBI ICDR Regulations, the locked-in Equity Shares held by the Promoter, as specified above, can be pledged with any scheduled commercial banks or public financial institutions or systemically important non-banking finance company or housing finance company as collateral security for loans granted by such scheduled commercial banks or public financial institutions or systemically important non-banking finance company or housing finance company, subject to fulfilment of following conditions:

- i) In respect of Equity Shares which are locked in for a period of one year, the pledge of the Equity Shares is one of the terms of the sanction of the loan;
- ii) In respect of Equity Shares which are locked in for a period of three years, the loan has been granted by such scheduled commercial bank or public financial institution or systemically important non-banking finance company or housing finance company to our Company or our Subsidiary (ies) for the purpose of financing one or more of the objects of the Issue and the pledge of the Equity Shares is one of the terms of the sanction of the loan.

We have entered into a facility agreement with PFC dated November 14, 2018 (“**Facility Agreement**”), pursuant to which PFC has agreed to part finance the Objects of the Issue. The said Facility Agreement, *inter alia*, provide for creation of collateral security by way of pledge of specified percentage of Equity Shares held by our Promoter before the disbursement of loans by them. Accordingly, the Equity Shares held



by our Promoter will be pledged in terms of the Facility Agreement and in compliance with the provisions of Regulation 242 of the SEBI ICDR Regulations and other applicable laws.

### ***Transfer of Locked-in Equity Shares***

Pursuant to Regulation 243 of the SEBI ICDR Regulations, the Equity Shares held by the Promoter may be transferred to and amongst the Promoter, 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 in compliance with the SEBI Takeover Regulations.

Further, pursuant to Regulation 243 of the SEBI ICDR Regulations, the Equity Shares held by persons other than the Promoter prior to the Issue may be transferred to any other person (including to the Promoter or Promoter Group) holding the Equity Shares which are locked-in as per Regulation 238 or 239 of the SEBI ICDR Regulations, 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 SEBI Takeover Regulations, as applicable.

7. Our Company, our Directors, our Promoter and the Lead Manager have not entered into any buy-back and/or standby and/or similar arrangements for the purchase of Equity Shares from any person.
8. Neither the Lead Manger to the Issue nor any associate thereof hold any Equity Shares in our Company.
9. Except as disclosed in the chapter titled “*Our Management*” beginning on page 136 of this Prospectus, none of our Directors or Key Managerial Personnel holds any Equity Shares in our Company.
10. As on the date of this Prospectus, our Company has 196 (One Hundred and Ninety Six) shareholders.
11. Our Company has not made any public issue or rights issue of any kind or class of securities since its incorporation.
12. Our Company does not have any employee stock option or employee stock purchase scheme.
13. As on the date of this Prospectus, there are no outstanding warrants, options or rights to convert debentures, loans or other instruments which would entitle Promoter or any shareholders or any other person any option to acquire our Equity Shares after this Issue. However, in terms of requirement prescribed by PFC, members of our Company have, *vide* special resolution dated September 22, 2018, approved an option in favour of PFC to convert, upon occurrence of default in repayment, the portion of outstanding loans into fully paid up Equity Shares of our Company in accordance with the Facility Agreement entered by our Company with PFC.
14. No further issue of capital by way of issue of bonus shares, preferential allotment, rights issue or public issue or in any other manner which will affect the equity capital of our Company, shall be made during the period commencing from the filing of this Prospectus to the date on which the Equity Shares allotted pursuant to the Issue are listed or application moneys refunded on account of the failure of the Issue.
15. The Equity Shares offered in the present Issue will be fully paid up at the time of allotment.
16. There shall be only one denomination of the Equity Shares, unless otherwise permitted by law.
17. An over-subscription to the extent of 10% of the Net Issue to Public can be retained by our Company for the purpose of rounding off to the nearest integer during finalizing the allotment, subject to minimum allotment, which is the minimum application size in this Issue. In such an event, the amount of post Issue paid equity share capital of our Company will be increased to the extent of over-allotment.
18. The present Issue is made in terms of Chapter IX of the SEBI ICDR Regulations read with Rule 19(2)(b)(i) of the Securities Contracts (Regulation) Rule, 1957 wherein not less than twenty five percent of post Issue paid up equity share capital of our Company is being offered to the public for subscription.

- 19.** Except for reservation of 2,49,600 Equity Shares in favour of Market Maker, no reservation of Equity Shares offered in the present Issue is made in favour of any other person(s).
- 20.** The allocation and allotment in Retail Individual Investors Category and Other Investors Category shall be decided by our Company in consultation with the LM and Designated Stock Exchange subject to compliance with the provisions of the SEBI ICDR Regulations. In case of under-subscription in either category, spill-over to the extent of under-subscription from other category will be made.
- 21.** Our Company shall ensure that transactions, if any in Equity Shares of our Company by our Promoter and members of the Promoter Group between the date of registering the Prospectus with the RoC and the Issue Closing Date are reported to the Stock Exchange within 24 hours of such transactions being completed.
- 22.** Our Company shall comply with such disclosures and accounting norms as specified by SEBI from time to time.
- 23.** No payment, direct or indirect in the nature of discount, commission and allowance or otherwise shall be made either by our Company or Promoter, to the persons who are allotted Equity Shares pursuant to the Issue.
- 24.** Our Company has not raised any bridge loan against the proceeds of the Issue.

## OBJECTS OF THE ISSUE

The proceeds of the Issue, after deducting the Issue related expenses (the “**Net Proceeds**”), are estimated to be approximately ₹ 3,813.09 Lakh.

The Net Proceeds of the issue are proposed to be deployed for financing the following objects:

1. To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat (“**Proposed Project / Unit II**”); and
2. For General Corporate Purposes.

(Collectively, herein referred to as the “**Objects**”)

The other objects of the Issue also includes creating a public trading market for the Equity Shares of our Company by listing them on the SME Platform of BSE to enhance our visibility and brand name and enable us to avail future growth opportunities.

The main objects clause and objects incidental and ancillary to the main objects set out in Memorandum of Association of our Company enables us to undertake the existing activities and the activities for which the funds are being raised by us through the present Issue. Further, the activities we have been carrying out until now are in accordance with the main objects clause of our Memorandum of Association.

### Details of the Proceeds of the Issue:

Particulars	Estimated Amount (₹ in Lakh)
Gross proceeds of the Issue	3,993.60
Less: Issue related expenses	180.51
<b>Net Proceeds of the Issue (“Net Proceeds”)</b>	<b>3,813.09</b>

### Proposed utilization of the Net Proceeds:

The Net Proceeds are proposed to be used as detailed herein below:

Sr. No.	Particulars	Estimated Amount (₹ in Lakh)
1.	To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat	3,458.94
2.	For General Corporate Purposes	354.15
	<b>Total</b>	<b>3,813.09</b>

## Means of Finance

We intend to finance the setting up of 25MW Solar Power Project through the funds raised through Net Proceeds, proceeds of preferential issue of equity shares, rupee term loan from PFC and internal accruals. The details of means of finance are as below:

(₹ in Lakh)							
Sr. No.	Particulars	Total Estimated Cost	Amount to be financed by preferential issue of equity shares*		Amount proposed to be financed from Net Proceeds	Amount proposed to be financed from Rupee Term Loan	Amount to be financed from Internal Accruals
			Amount deployed till November 30, 2018**	Amount proposed to be deployed henceforth			
1.	To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat	13,203.76	722.65	67.35	3,458.94	8,600.00	354.82
2.	For General Corporate Purposes	354.15	Nil	Nil	354.15	Nil	Nil
<b>Total</b>		<b>13,557.91</b>	<b>722.65</b>	<b>67.35</b>	<b>3,813.09</b>	<b>8,600.00</b>	<b>354.82</b>

*Note: Any increase in the cost of setting up of Proposed Project or shortfall in the funding would be financed through internal accruals.*

\* Amount raised through preferential issue of Equity Shares dated January 24, 2018.

\*\*Based on the certificate dated December 21, 2018 from M/s. K A Sanghavi & Co. LLP, Chartered Accountants.

The fund requirements are based on internal management estimates and have not been appraised by any bank or financial institution. However, PFC has sanctioned loan based on its own internal assessment of the Proposed Project and entered into a facility agreement dated November 14, 2018 with our Company. However, any disbursement to the project by PFC is contingent upon the compliance of various pre-disbursement and others conditions as set out in the Rupee Term Loan Agreement, including the submission of dismissal order of NCLT/NCLAT under IBC in relation to the legal proceedings by Lanco Solar Private Limited and Lanco Solar Energy Private Limited against Our Company.

The fund requirements are based on current conditions and are subject to change on account of changes in external circumstances or costs or in our financial situation, business or strategy. The actual costs would depend upon the negotiated prices with the suppliers and may vary from the above estimates. Consequently, the fund requirements of our Company are subject to revisions in the future at the discretion of the management. In the event of any shortfall of funds for the activities proposed to be financed out of the Net Proceeds as stated above, our Company may re-allocate the Net Proceeds to the activities where such shortfall has arisen, subject to compliance with applicable laws. Further, in case of a shortfall in the Net Proceeds or cost overruns, our management may explore a range of options including utilising our internal accruals or seeking debt financing.

## Funding Arrangement

The total funds required for setting up 25 MW solar power project is ₹13,203.76 Lakh. 75% of the stated means of finance, excluding funds to be raised through the Issue and deployed from internal accruals & preferential issue of Equity Shares have been arranged as follows:

Particulars	(₹ in Lakh)
	Amount
Aggregate funds required for the Objects of the Issue (A)	13,203.76
Funds deployed as on November 30, 2018 through internal accruals & preferential issue of Equity Shares (B)	1,077.47
	3,458.94
Amount proposed to be financed from Net Proceeds (C)	
Funds required excluding the Net Proceeds and internal accruals & preferential issue of Equity Shares (A) - (B) - (C)	8,667.35
75% of the funds required excluding the Net Proceeds and internal accruals & preferential issue of Equity Shares	6,500.51
<b>Arrangements regarding 75% of the funds required excluding the Issue proceeds</b>	
Amount proposed to be financed from preferential issue of Equity Shares other than current Issue#	67.35
Funded by Rupee Term Loan*	8,600.00

#to be utilized from the amount raised through preferential issue dated January 24, 2018.

\* The table below gives the details of the sanctioned Rupee Term Loan from PFC:

Particulars	Rupee Term Loan sanctioned (₹ in Lakh)	Term Loan disbursed as on November 30, 2018
PFC	8,600.00	Nil
<b>Total</b>	<b>8,600.00</b>	Nil

We have entered into facility agreement dated November 14, 2018 with PFC for finance through rupee term loan aggregating to ₹8,600.00 Lakh for this 25MW DC Solar Photovoltaic (PV) Power Plant. For details of the said rupee term loan, please refer the chapter “Financial Indebtedness” on page 216 of this Prospectus.

However, any disbursement to the project by PFC is contingent upon the compliance of various pre-disbursement and others conditions as set out in the Rupee Term Loan Agreement, including the submission of dismissal order of NCLT/NCLAT under IBC in relation to the legal proceedings by Lanco Solar Private Limited and Lanco Solar Energy Private Limited against Our Company.

Accordingly, we confirm that we are in compliance with the requirement to make firm arrangements of finance under Regulation 230(1)(e) of the SEBI ICDR Regulations through verifiable means towards at least 75% of the stated means of finance, excluding the amount to be raised through the Net Proceeds and existing internal accruals & preferential issue of Equity Shares.

#### Deployment of Funds and Sources of Funds

M/s K A Sanghavi & Co. LLP, Chartered Accountants vide their certificate dated December 21, 2018 have confirmed that as on November 30, 2018, ₹ 1,077.47Lakh have been deployed by our Company towards Proposed Project. The details are as follows:

Sr. No.	Particulars	Amount (₹ in Lakh)
I	Acquisition of Land	694.14
II	Site Development and Civil Works	198.94
III	Plant & Machineries	94.99
IV	Interest during construction period	-
V	Preliminary & Pre-Operative expenses	89.40
VI	Provision for Contingencies	-
	<b>Total</b>	<b>1,077.47</b>

The aforesaid amounts have been financed as follows:

Sr. No.	Particulars	Amount (₹ in Lakh)
I	Internal Accruals	354.82

Sr. No.	Particulars	Amount (₹ in Lakh)
II	Term Loan	-
III	Preferential issue of Equity Shares	722.65
	<b>Total</b>	<b>1,077.47</b>

### Proposed Deployment of Funds

Our Company plans to deploy the funds towards the above stated Objects during FY 18-19 and FY 19-20, depending upon various factors including the actual timing of the completion of the Issue and the receipt of the Net Proceeds. In the event that estimated utilization out of the funds in any given financial year is not completely met, the same shall be utilized in the next financial year. Our Company plans to deploy the funds as follows:

Sr. No.	Activities	Funds required	Funds already deployed till November 30, 2018*	Funds proposed to be deployed**	
				In FY 18-19	In FY 19-20
<b>1</b>	<b>To part finance setting up a 25 MW Solar Power Project at Sudi Village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat</b>				
I	Acquisition of Land (including Advances)	2,099.88	694.14	1,405.74	Nil
II	Site Development and Civil Works	2,335.49	198.94	2,136.55	Nil
III	Plant & Machineries	8,166.36	94.99	2,324.57	5,746.80
IV	Interest during construction period	250.00	-	108.00	142.00
V	Preliminary & Pre-Operative expenses	100.00	89.40	10.60	Nil
VI	Provision for Contingencies	252.03	-	Nil	252.03
	<b>Subtotal (A)</b>	<b>13,203.76</b>	<b>1,077.47</b>	<b>5,985.46</b>	<b>6,140.83</b>
<b>2</b>	<b>General Corporate Purpose</b>	354.15	Nil	354.15	Nil
	<b>Subtotal (B)</b>	<b>354.15</b>	Nil	<b>354.15</b>	<b>Nil</b>
	<b>Total [ (A) + (B) ]</b>	<b>13,557.91</b>	<b>1,077.47</b>	<b>6,339.61</b>	<b>6,140.83</b>

\* Based on the certificate from M/s. K A Sanghavi & Co. LLP, Chartered Accountants dated December 21, 2018.

\*\* Based on management estimates.

The Net Proceeds are currently expected to be deployed in the project in accordance with the following schedule

Sr No.	Objects of the Issue	Amount to be funded from the Net Proceeds	Estimated Utilisation of Net Proceeds	Estimated Utilisation of Net Proceeds
			In FY 18-19	In FY 19-20
1	To part finance setting up a 25 MW Solar Power Project at Sudi Village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat	3,458.94	3,458.94	Nil
2	General Corporate Purpose	354.15	354.15	Nil
	<b>Total</b>	<b>3,813.09</b>	<b>3,813.09</b>	<b>Nil</b>

Our fund requirements and deployment thereof are based on the internal management estimated of our Company and have not been appraised by any bank, financial institution or any other external agency. These are based on current circumstances of our business and our Company may have to revise its estimates from time to time on account of various factors beyond its control, such as market conditions, competitive environment, changes in our financial condition, costs of commodities and interest or exchange rate fluctuations. The actual costs would depend upon the negotiated prices with the suppliers/contractors and may vary from the above estimates. Our

management, in response to the dynamic nature of the industry, will have the discretion to revise our business plan from time to time and consequently our funding requirement and deployment of funds may also change. This may also include rescheduling the proposed utilization of Proceeds and increasing or decreasing expenditure for a particular object vis-à-vis the utilization of Proceeds. In the event of any shortfall of funds for the activities proposed to be financed out of the Net Proceeds as stated above, our Company may re-allocate the Net Proceeds to the activities where such shortfall has arisen, subject to compliance with applicable laws. In case of a shortfall in the Net Proceeds, our management may explore a range of options which include utilization of our internal accruals or debt. Our management expects that such alternate arrangements would be available to fund any such shortfall.

### Details of the Objects of the Issue

#### (1) To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village and Tanchha village located in Amod Tehsil in Bharuch District of Gujarat.

Our Company proposes to set up a 25 MW Solar Power Project at Sudi village, Samiyala village and Tanchha village located in Amod Tehsil in Bharuch District of Gujarat, India. The Company proposes to set up this project as Unit II.

Our Company has already implemented two Solar Power Projects in Unit I:

- (i) 5 MW capacity project was commissioned on March 30, 2016
- (ii) 10 MW capacity project was installed by September 07, 2017.

Our Company plans to set up the 25 MW Solar power project at an estimated cost of ₹ 13,203.76 Lakh. The detailed bifurcation of cost for Proposed Project is as follows:

Sr. No.	Particulars	Amount (₹ in Lakh)
I	Acquisition of Land	2,099.88
II	Site Development and Civil Works	2,335.49
III	Plant & Machineries	8,166.36
IV	Interest during construction period	250.00
V	Preliminary and pre-operative expense	100.00
VI	Provision for Contingencies	252.03
	<b>Total</b>	<b>13,203.76</b>

The details of the estimated cost are given hereunder:

#### I. Acquisition of Land

Our Company proposes to acquire 96.87 acres of land in Sudi village, Samiyala village and Tanchha village located at Amod Tehsil in Bharuch District of Gujarat at an estimated cost of ₹ 2,099.88 Lakh for setting up the solar power project. As on November 30, 2018, our Company has already acquired 17.88 acres of land out of 96.87 acres of land and has deployed an amount of ₹ 694.14 Lakh towards acquisition of land (including the advance payment towards certain land plots) and other ancillary costs relating to registration charges and stamp duty. The balance amount of ₹ 1,405.74 Lakh are proposed to be met out of Net Proceeds from the Issue / loan from PFC / internal accruals / preferential issue of Equity Shares. The said funds of ₹ 694.14 Lakh were deployed from internal accruals and amount raised from preferential issue of Equity Shares, as certified by M/s. K A Sanghavi & Co. LLP, Chartered Accountants vide certificate dated December 21, 2018. The present status of land acquisition can be bifurcated in three parts. The same has been elaborated as under:

Sr. No.	Particulars	Area of Land (in acres)	Estimated Cost of Land (₹ in Lakh)	Amount deployed till November 30, 2018 (₹ in Lakh)	Amount yet to be deployed (₹ in Lakh)
1.	Land already acquired by our Company	17.88	349.10	349.10	Nil
2.	Land to be acquired against which advance payment has been made	40.74	902.98	345.04	557.94

Sr. No.	Particulars	Area of Land (in acres)	Estimated Cost of Land (₹ in Lakh)	Amount deployed till November 30, 2018 (₹ in Lakh)	Amount yet to be deployed (₹ in Lakh)
3.	Land proposed to be acquired	38.25	847.80	Nil	847.80
	<b>Total</b>	<b>96.87</b>	<b>2,099.88</b>	<b>694.14</b>	<b>1,405.74</b>

**a. Land already acquired by our Company:**

S. No.	Address	Area (In Acre)	Details of Seller	Total Amount (₹ in Lakh)
1.	389 Village Sudi, Ta. Amod, Dist. Bharuch <sup>(2)</sup>	10.13	Hareshbhai Jagmohanbhai Mehta and Vijaybhai Jagmohanbhai Mehta	204.10
2.	390 Village Sudi, Ta. Amod, Dist. Bharuch <sup>(1)</sup>	7.75	Farukbhai Gulambhai Patel	145.00
	<b>Sub Total</b>	<b>17.88</b>		<b>349.10</b>

Note: <sup>(1)</sup>Out of the above 7.75 acre of land amounting to ₹ 145.00 Lakh (Block 390) has been acquired from our Promoter Director vide Agreement to sell dated March 01, 2014 read with amendment agreement dated April 06, 2015 and further amended vide agreement dated December 13, 2018. Our Company has already paid full consideration and acquired possession of the said land. The final sale deed is yet to be executed. Further the title of Block 390 is clear. <sup>(2)</sup>Block 389 is registered in the name of our Company and title of Block 389 is clear. For further details pertaining to the encumbrances on the property, kindly refer "Our Business - Properties" on page 118 of this Prospectus.

**b. Land to be acquired against which advance payment has been made:**

Our Company has entered into an Agreement to Sell of land which will be utilised for the purpose of the Project, the details of which are as follows:

Sr. No.	Address	Area (in acre)	Name of proposed seller	Estimated amount (₹ in Lakh)*
1	368 Village Sudi, ta. Amod, Dist. Bharuch	2.45	Bhadrabala D Joshi	54.30
2	349 Village Sudi, ta. Amod, Dist. Bharuch	0.57	Faruk G Patel	12.63
3	345 Village Sudi, ta. Amod, Dist. Bharuch	4.05	Virandra Khushal	89.77
4	288 Village Sudi, ta. Amod, Dist. Bharuch	9.48	Ranjit Joshi	210.12
5	425 Village Sudi, ta. Amod, Dist. Bharuch	3.28	Mitul R Shah	72.70
6	417/A Village Sudi, ta. Amod, Dist. Bharuch	0.20	Dipak Khusal	4.43
7	417/B Village Sudi, ta. Amod, Dist. Bharuch	1.40	Dipak Khusal	31.03
8	466 Village Sudi, ta. Amod, Dist. Bharuch	2.43	Dipak Khusal	53.86
9	486 Village Sudi, ta. Amod, Dist. Bharuch	2.37	Dipak Khusal	52.53
10	419 Village Sudi, ta. Amod, Dist. Bharuch	2.15	Virandra Khushal	47.65
11	224 Village Sudi, Ta. Amod, Dist. Bharuch	7.82	Nitin K Shah	173.33
12	158/1 (364) Village Tanchha, Ta. Amod, Dist. Bharuch	3.00	Kanubhai H Shah	66.49
13	158/3 (363) Village Tanchha, Ta. Amod, Dist. Bharuch	0.44	Kanubhai H Shah	9.75
14	381 Village Sudi, Ta. Amod, Dist. Bharuch	1.10	Faruk G Patel	24.38
	<b>Sub Total</b>	<b>40.74</b>		<b>902.98<sup>#</sup></b>

<sup>#</sup>Our Company has already paid a sum of ₹ 345.04 Lakh out of the total fund of ₹ 902.98 Lakh required to be paid for the said land till November 30, 2018.

\*This estimated amount of cost is based on management estimates as per the prevailing rates of that area inclusive of registration, stamp duty charges.

Note: (1) Out of the above, 10.84 acre of land amounting to ₹ 240.26 Lakh has been proposed to be acquired from our Promoter, our Directors and from their relatives. (2) Our Company will apply for certain approvals as required upon acquisition of properties in the name of the Company.



**c. Land proposed to be acquired:**

Our Company has entered into an Agreement to Sell land which will be utilised for the purpose of the Project, the details of which are as follows:

Sr. No.	Address	Area (in acre)	Name of proposed seller	Estimated amount (₹ in Lakh)*
1	352 Village Sudi, Ta. Amod, Dist. Bharuch	1.00	Rajnikant H Shah	22.16
2	395 Village Sudi, Ta. Amod, Dist. Bharuch	1.55	Rajnikant H Shah	34.36
3	266/1 Village Sudi, Ta. Amod, Dist. Bharuch	1.27	Faruk G Patel	28.15
4	376 Village Sudi, Ta. Amod, Dist. Bharuch	1.02	Faruk G Patel	22.61
5	399 Village Sudi, Ta. Amod, Dist. Bharuch	3.97	Sonal Gandhi	87.99
6	400 Village Sudi, Ta. Amod, Dist. Bharuch	2.20	Anilbhai Prithviraj	48.76
7	342 Village Sudi, Ta. Amod, Dist. Bharuch	2.72	Mohanbhai Nagar	60.29
8	426 Village Sudi, Ta. Amod, Dist. Bharuch	1.65	Ranjit Joshi	36.57
9	427/A Village Sudi, Ta. Amod, Dist. Bharuch	1.20	Ranjit Joshi	26.60
10	428/A Village Sudi, Ta. Amod, Dist. Bharuch	0.47	Ranjit Joshi	10.42
11	424 Village Sudi, Ta. Amod, Dist. Bharuch	3.05	Prithviraj Arora	67.60
12	350 Village Sudi, Ta. Amod, Dist. Bharuch	1.34	Mohanbhai Nagar	29.70
13	35 (147) Village Samiyala, Ta, Amod, Dist. Bharuch	2.85	Mitul R Shah	63.17
14	40 (150) Village Samiyala, Ta, Amod, Dist. Bharuch	4.88	Mitul R Shah	108.16
15	36 (148) Village Samiyala, Ta, Amod, Dist. Bharuch	7.52	Harshad H Shah	166.68
16	34 Village Samiyala, Ta, Amod, Dist. Bharuch	1.56	Arivindbhai Chimanlal	34.58
<b>Sub Total</b>		<b>38.25</b>		<b>847.80</b>

\*This estimated amount of cost is based on management estimates as per the prevailing rates of that area inclusive of registration and stamp duty charges.

Note: (1) Out of the above, 20.09 acre of land amounting to ₹ 445.29 Lakh has been proposed to be acquired from our Promoter, our Directors and from their relatives. (2) Our Company will apply for certain approvals as required upon acquisition of properties in the name of the Company.

**II. Site Development and Civil Works**

In order to set up the 25 MW solar power project, our Company plans site development alongwith creating requisite civil structure at an estimated cost of ₹ 2,335.49 Lakh. The major work involves land leveling, construction of internal roads, construction of compound wall, solar PV array foundations, MS Structures etc. Our Company has already placed purchase order for MS structure for ₹ 1,040.00 Lakh out of which ₹ 198.94 Lakh has already been paid. Our Company is yet to place order for balance site development and civil works of ₹ 1,295.49 Lakh. The detailed bifurcation of cost is as follows:

Description of work	Name of Supplier	Quotation Date / Purchase Order	Amount* (₹ in Lakh)
<b>1. Site Development</b>			
(a). Leveling of land & construction of internal roads	Shilpgram Developers	July 17, 2018	1,156.80
(b). Boring of 300 mm Dia Pile			
(c). Providing & placing reinforced cement concrete			
(d). Providing & fixing shuttering for RCC			
(e). Cleaning, cutting, bending as per drawings			
<b>2. Supply and Installation of Pre Cast Compound Wall</b>			
(a) Supply and Installation of one piece casting precast compound wall	Triranga Home	July 17, 2018	138.69
(b) Supply and installation of fencing with GI			
3. Hot Dip Galvanized MS Structure 86 microns	K P Buildcon Private Limited	Purchase order dated	1,040.00

Description of work	Name of Supplier	Quotation	
		Date / Purchase Order	Amount* (₹ in Lakh)
		September 23, 2017	
<b>Total</b>			<b>2,335.49</b>

\*The above amount includes GST as per the respective quotations / management estimates

**Note:** K P Buildcon Private Limited, one of our Group Companies will supply Galvanized MS structure of ₹ 1,040.00 Lakh.

### III. Plant & Machineries

Our Company proposes to utilize ₹ 8,166.36 Lakh towards purchase of plant & machineries for the proposed Project. The details of plant and machineries primarily include PV solar modules, solar inverters, industrial cables, power transformers, among others. Our Company has already purchased plant and machineries of ₹ 94.99 Lakh and the orders are yet to be placed for the balance amount of ₹ 8,071.37 Lakh. Our Company does not intend to purchase any second hand plant and machineries. All the plant and machineries are to be purchased indigenously. The detailed bifurcation of cost is as follows:

Details of Plant & Machineries	Name of Supplier	Quotation Date	Quantity & basic unit rate	Amount* (₹ in Lakh)
1. Solar PV Modules / Inverters – Navisol 72 cell series of 325 watt	Navitas Green Solutions Private Limited	September 26, 2018	76,924@₹ 7,774	6,279.08
2. Industrial Cables				
a. 150 sqmm X 1 core aluminum conductor GI armoured 1100V			82,500 meter @ ₹152.88	
b. 300 sqmm X 3 core aluminum conductor GI armoured 1100V			2,500 meter @₹753.56	
c. 185 sqmm X 3 core 11KVE HT XLPE aluminum conductor			5,000 meter @ ₹795.20	
d. 240 sqmm X 1 core copper flexible 1100V- polycab make			800 meter @₹1295.55	
e. 300 sqmm X 3 core 11KVE HT XLPE aluminium conductor			250 meter @₹1188.60	
f. 4 sq mm flexible bare copper conductor 100KV solar cable polycab make	Green Electricals Private Limited	November 16, 2018	5,52,500 meter @₹24.50	451.41
g. 4 sq mm X 1 core - copper flexible 1100V polycab make			17,500 meter @₹23.10	
h. 25 sq mm X 1 core - copper flexible 1100V polycab make			1,500 meter @ ₹147.49	
i. 2.5 sq mm X 2 core copper flexible 1100V Polycab make			18,750 meter @ ₹34.47	
j. 16 sq mm X 4 core copper conductor GI armoured 1100V			3,000 meter @₹433.44	
k. MI – RS485 pair 0.5 sq mm			30,000 nos@₹ 78	
3. Solar Inverter PVS800-57-1000kW-C-400V mounted in ABB standard panel	ABB Solar Power Solution	August 02, 2018	25 nos @ ₹19,75,000	518.44
4. 20/25MVA, 66/11KV oil cooled Power Transformer with on load tap changer	Voltamp Transformers Limited	July 05, 2018	1 nos @₹ 1,25,00,000	147.50**
5. 1750KVA, 11/2x0.33kV Inverter duty transformer with OCTC,	Transformers & Rectifiers (India) Limited	August 02, 2018	15 nos@₹ 20,50,000	362.85

standard fittings and accessories					
6.	String Combiner Box	National Infotech	July 17, 2018	200 nos @ ₹ 25,500	60.18
7.	Solar SCADA monitoring solution for Inverter room	Dynamic Innovations Private Limited	November 16, 2018	10 nos @ ₹205,000	24.19
8.	HT Panel with control room				
a.	11KV, 630 AMP HT VCB Panel			5 nos @ ₹3,25,000	
b.	11KV, 1600 AMP VCB Panel	Popular Switchgears Private Limited	November 16, 2018	1 nos @ ₹ 5,30,000	31.15
c.	66KV Transformer Control Relay Panel			1 nos @ ₹ 4,85,000	
9.	66KV new Transformer Bay – Supply part & Installation	Akshar Eleccinfra Private Limited	July 21, 2018	-	45.78
10.	Erection of 66KV Feeder bay, metering CTs and PTs	Management Estimates	-	-	64.37
11.	Erection of 66kV transmission line	Management Estimates	-	-	181.41
<b>Total</b>					<b>8,166.36</b>

*\*All the above amount includes GST as provided in the respective quotations / management estimates*

*\*\* Our Company has already purchased power transformer amounting to ₹94.99 Lakh against invoice no. MKP/1718/0250 dated February 2, 2018 out of total amount of ₹147.50 Lakh.*

*(Source: Quotations received by our Company and management estimation letter dated September 25, 2018)*

#### **IV. Interest during construction period:**

As per the management estimates, interest on borrowing during construction of proposed Project has been calculated considering the construction schedule. The project will be part financed by way of rupee term loan from PFC for an amount of ₹ 8,600.00 Lakh. Our Company has estimated an amount of approx. ₹250.00 Lakh as interest cost during construction period after considering an implementation period for the proposed Project.

#### **V. Preliminary and preoperative expenses:**

As per the management estimates, preliminary and preoperative expenses of ₹100.00 Lakh has been considered which mainly comprise of expenses such as loan syndication fees, documentation charges and all upfront / appraisal fee required for raising the debt, travelling, insurance, salary, legal, processing fees, upfront and other expenses. Our Company has already deployed ₹ 89.40 Lakh till November 30, 2018.

#### **VI. Provision for contingencies:**

As per the management estimates, provision for contingencies of ₹ 252.03 Lakh, at 2% of ₹ 12,601.73 Lakh, i.e. the total estimated cost before incorporating the Interest during construction period and the preliminary & preoperative expenses, has been estimated to meet any unforeseen expenses/cost for the project including funding the requirement of margin money for working capital.

#### **Government and other approvals**

We have applied for and received approvals for the proposed Solar Project. For details in relation to the approvals sought and received, kindly refer the chapter titled “Government and other Key Approvals” on page 227 of this Prospectus.

#### **Manufacturing Process**

The generation of solar power will be same as per the present process being undertaken by the Company and there will be no special technical know-how required for the proposed project. For details in relation to the manufacturing process, kindly refer the chapter titled “Our Business” on page 106.

## Schedule of Implementation

Our Company shall implement the entire expansion plan in a single phase, in the manner as described below:

Particulars	Month / Year of Commencement	Month / Year of Completion
<b>To part finance setting up a 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village, located in Amod Tehsil in Bharuch District of Gujarat</b>		
Acquisition of Land and Conversion into Non Agricultural Land	June, 2013	February, 2019
Site development and civil works	September, 2017	March, 2019
Placement of orders for Plant & Machineries		
a. Power Transformer	July, 2017	July, 2017
b. Other Plant & Machineries	January, 2019	April, 2019
Receipt of Plant & Machineries		
a. Power Transformer	February, 2018	February, 2018
b. Other Plant & Machineries	February, 2019	May, 2019
Erection of Plant and Machineries	July, 2017	June, 2019
a. Power Transformer	June, 2018	July, 2018
b. Other Plant & Machineries	March, 2019	June, 2019
Trial Runs	June, 2019	July, 2019
Commencement of commercial production	-	July, 2019

(Source: Certified by the Company vide management estimation letter dated December 5, 2018)

### (2) General Corporate Purpose:

In terms of Regulation 232(2) of the SEBI ICDR Regulations, the extent of the Net Proceeds proposed to be used for general corporate purposes will not exceed 25% of the proceeds of the Issue. Our Company plans to deploy ₹ 354.15 Lakh of the Net Proceeds towards general corporate purposes, including but not limited to strategic initiatives, investments, partnerships, joint ventures and acquisitions, meeting exigencies which our Company may face in the ordinary course of business, towards brand promotion activities or any other purposes as may be approved by our Board or a duly appointed committee from time to time, subject to compliance with the necessary provisions of the Companies Act. Our Company's management, in accordance with the policies of the Board, will have flexibility in utilising any surplus amounts.

### Issue Expenses:

The expenses of this Issue include, among others, underwriting and management fees, selling commission, printing and distribution expenses, legal fees, advertising expenses and listing fees. The estimated Issue expenses are as follows:

Sr. No.	Particulars	Estimated expenses (₹ in Lakh)	As % of total estimated Issue Expense	As % of total Issue Size
1.	Payment to Merchant Banker including fee and reimbursements of market making fee, selling commissions, brokerages, payment to other intermediaries such as Legal Advisors, Registrars, Bankers & out of pocket expenses.*	127.00	70.35%	3.18%
2.	Printing & Stationery and Postage Expenses	2.00	1.11%	0.05%
3.	Marketing and Advertisement Expenses	42.92	23.78%	1.07%
4.	Regulatory fees and other expenses	8.44	4.68%	0.21%
5.	Other Miscellaneous expenses	0.15	0.08%	0.00%
	<b>Total estimated Issue Expenses</b>	<b>180.51</b>	<b>100.00%</b>	<b>4.52%</b>

*\*Selling commission payable to the Syndicate Members, Sub-syndicate Members, SCSBs, Registered Brokers, CDPs and RTAs on the portion for Retail Individual Investors and Other Investors, which are directly procured by them, would be as follows:*

- 1. Portion for Retail Individual Investors 0.50 % of the Amount Allotted<sup>#</sup> (plus applicable GST)*
- 2. Portion for Other Investors 0.25 % of the Amount Allotted<sup>#</sup> (plus applicable GST)*

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

*No processing fees shall be payable by the Company to the SCSBs on the applications directly procured by them.*

***Important Note:***

- 1. The Selling Commission payable to the Syndicate / Sub-Syndicate Members will be determined on the basis of the application form number / series, provided that the application is also bided by the respective Syndicate / Sub Syndicate Member. For clarification, if a Syndicate ASBA application form on the application form number / series of a Syndicate / Sub-Syndicate Member, is bided by an SCSB, the Selling Commission will be payable to the SCSB and not to the Syndicate / Sub-Syndicate Member.*
- 2. The Selling Commission payable to SCSBs, RTAs, CDPs and Registered Brokers will be determined on the basis of the bidding terminal id as captured in the system of Stock Exchange.*
- 3. Payment of the Selling Commission payable to the sub-brokers / agents of the Sub-Syndicate Members need to be handled directly by the Sub-Syndicate Members, and necessary records for the same shall be maintained by the respective Sub-Syndicate Members.*

***ASBA Processing Fees***

*Processing fees of ₹ 10/- (exclusive of GST), shall be payable to the SCSBs per valid Application Form on valid Application, for processing the Application Form procured by the Syndicate Members or the Registered Brokers or the CDPs or RTAs and submitted to them.*

*In case the total ASBA Processing fees payable to SCSBs exceeds ₹ 5.00 lakh, then the amount payable to SCSBs would be proportionately distributed based on the number of valid applications such that the total ASBA Processing Fees payable does not exceed ₹ 5.00 lakh.*

***Retail Kitty***

*A Retail Kitty of ₹ 5.00 Lakh is being proposed for incentivizing broker performance in the Retail Individual Investors Category (Plus applicable GST). Please find below further details regarding the same:*

- a. Qualifying Criteria: 200 or more valid applications in the Retail Individual Investors Category (Registrar data shall be considered final and binding in this regard)*
- b. Retail Kitty shall be applicable only for Syndicate ASBA*
- c. Amount to be paid on actuals, and shall be capped at ₹ 5.00 Lakh that would be paid on a proportionate basis based on the qualifying criteria.*

***Appraisal Report***

*None of the Objects for which the Net Proceeds will be utilized have been appraised by any agency.*

***Bridge Financing Facilities or other financial arrangements***

*Our Company has not raised any bridge loans from any bank or financial institution as on the date of this Prospectus, which are proposed to be repaid from the Net Issue Proceeds. However, depending upon business requirements, our Company may consider raising bridge financing facilities pending receipt of the Net Proceeds.*

***Interim use of proceeds***

*Pending utilisation of the Net Proceeds for the purposes described above, we undertake to temporarily deposit the funds from the Net Proceeds only in the scheduled commercial banks included in the Second*

Schedule of the Reserve Bank of India Act, 1934, for the necessary duration. Such deposits will be approved by our management from time to time. Further, in accordance with Section 27 of the Companies Act, 2013, our Company confirms that pending utilisation of the Net Proceeds, it shall not use the funds for any buying, trading or otherwise dealing in any equity or equity linked securities of any listed company or for any investment in the equity market.

### **Variation on Objects**

In accordance with Section 13(8) and 27 of the Companies Act, 2013 and applicable rules, our Company shall not vary the Objects of the Issue without our Company being authorised to do so by the shareholders by way of special resolution through postal ballot. Our Promoters or controlling shareholders will be required to provide an exit opportunity to such shareholders who do not agree to the proposal to vary the objects, at such price, and in such manner, as prescribed by SEBI, in this regard.

### **Shortfall of Funds**

In case of a shortfall in the Net Proceeds, our management may explore a range of options which include utilisation of our internal accruals, debt or equity financing. Our management expects that such alternate arrangements would be available to fund any such shortfall.

### **Monitoring of Issue proceeds**

As the size of the Issue will not exceed ₹10,000 Lakh, the appointment of Monitoring Agency would not be required as per Regulation 262 of the SEBI ICDR Regulations. Our Board and the management will monitor the utilization of the Net Proceeds through our Audit Committee. Pursuant to Regulation 32 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, our Company shall on half-yearly basis disclose to the Audit Committee the Application of the proceeds of the Issue. On an annual basis, our Company shall prepare a statement of funds utilized for purposes other than stated in the Prospectus and place it before the Audit Committee. Such disclosures shall be made only until such time that all the proceeds of the Issue have been utilized in full.

### **Other confirmations**

Except as disclosed in the chapter “*Our Business*”, “*Our Management*”, “*Our Promoter and Promoter Group*”, there is no material existing or anticipated transactions with our Promoter, our Directors, our Company’s key Managerial personnel and Group Entities, in relation to the utilisation of the Net Proceeds. Except the amount as disclosed above and in the normal course of business and in compliance with the applicable laws, no part of the Net Proceeds will be paid by us as consideration to our Promoter, our Directors or key managerial personnel or our Group Entities.

## BASIS FOR ISSUE PRICE

The Issue Price has been determined by our Company in consultation with the LM on the basis of the following qualitative and quantitative factors as described below. The face value of the Equity Shares of our Company is ₹10 each and the Issue Price is ₹ 80 each which is 8.00 times of the face value.

### Qualitative Factors

We believe the following are our key strengths:

- Favorable geographical location of our solar power plant
- Optimal design and structure of our solar power plant
- Established infrastructure for evacuating power
- Higher per unit revenue realization and assured revenue from PPAs
- Experienced Promoter and management team
- Existing synergies within the Promoter Group

For further details, kindly refer chapter titled “Our Business” on page 106 and section titled “Risk Factors” on pages 22 of this Prospectus.

### Quantitative Factors

Some of the information presented in this section relating to our Company is derived from the Restated Financial Statements prepared in accordance with Indian GAAP, the Companies Act, 2013 and restated in accordance with the SEBI ICDR Regulations. Some of the quantitative factors, which form the basis for computing the Issue Price, are as follows:

#### 1. Basic and Diluted Earnings per Share (“EPS”)

As per our Restated Financial Statements:

Year ended	Basic and Diluted EPS (in ₹)*	Weight
March 31, 2016	8.09	1
March 31, 2017	7.95	2
March 31, 2018	9.39	3
<b>Weighted Average</b>	<b>8.69</b>	
For the 6 months period April 1, 2018 to September 30, 2018 <sup>^</sup>	<b>2.99</b>	

\* The number of Equity Shares and the resultant EPS in respect of the financial years ended March 31, 2018, March 31, 2017 and March 31, 2016 considered above is adjusted for the issue of bonus shares issued on March 5, 2018.

<sup>^</sup>not annualised

Note:

1. Basic and Diluted EPS calculations are in accordance with Accounting Standard 20 (AS-20) 'Earnings per Share', notified under Section 133 of Companies Act, 2013 read together with paragraph 7 of the Companies (Accounts) Rules, 2014. The above statement should be read with Significant Accounting Policies and notes thereto.
2. The face value of each Equity Share of the Company is ₹10.
3. Earnings per share (Basic) = (Net Profit After Tax as restated, attributable to the owners of the Company)/(Weighted average number of Equity Shares outstanding during the year / period).
4. Earnings per share (Diluted) = (Net Profit After Tax as restated, attributable to the owners of the Company)/(Weighted average number of dilutive Equity Shares outstanding during the year / period).

2. **Price Earnings Ratio (P/E) in relation to the Issue Price of ₹ 80 per Equity Share:**

Sr. No.	Particulars	P/E at the Issue Price (no. of times)
1.	Based on Basic and Diluted EPS as per our Restated Financial Statements for the Financial Year ended March 31, 2018	9.20

**Industry Peer Group (P/E) Ratio**

We believe that there are no comparable listed companies of our size in India, which are engaged in selling Solar Power directly to any third party under open access contracts or selling Solar Power projects or selling solar project land plots. Hence, the Industry PE ratio cannot be ascertained by us.

3. **Return on Net Worth (“RoNW”)**

Financial Year ended	RoNW (%)	Weight
March 31, 2016	56.64 %	1
March 31, 2017	25.65%	2
March 31, 2018	20.12%	3
<b>Weighted Average</b>	<b>28.05%</b>	
For the 6 months period April 1, 2018 to September 30, 2018 <sup>^</sup>	<b>6.30%</b>	

<sup>^</sup>not annualised

Note:

1. Return on net worth (%) = Net Profit After Tax as restated, attributable to the owners of the Company \*100 / Net worth as restated at the end of the year / period.
2. Net Worth = Equity Share Capital + Securities Premium Account + General Reserve + Surplus / (Deficit) in the statement of profit and loss + Reserves created out of profits but does not include revaluation reserve.

4. **Minimum Return on the Net Worth after the Issue needed to maintain pre-Issue EPS (Basic and Diluted) for the Financial Year ended March 31, 2018**

Particulars	At the Issue Price
To maintain pre- Issue EPS (Basic and Diluted)	16.72%

5. **Net Asset Value (“NAV”) per Equity Share of face value of ₹10 each**

NAV	Amount (in ₹)
As on March 31, 2018	43.80
As on September 30, 2018	47.02
After the Issue	
At the Issue Price	56.14
Issue Price	80.00

Notes:

1. Net Asset Value per Equity Share = Net Worth as per the restated at the end of year/period / Number of Equity Shares outstanding as at the end of year/period

6. **Comparison with listed industry peers**

We believe that there are no comparable listed companies of our size in India, which are engaged in selling Solar Power directly to any third party under open access contracts or selling Solar Power projects or selling solar project land plots. There are large listed companies whose business segments cater to solar power generation but their business also includes activities other than solar power generation. Hence, their accounting ratios are not considered for comparing with industry peers.



**7. The Issue Price is 8.00 times of the face value of the Equity Shares.**

The Issue Price of ₹ 80 has been determined by our Company in consultation with the LM and is justified by our Company in consultation with the LM in view of the above qualitative and quantitative parameters.

Investors should read the above mentioned information along with “*Risk Factors*”, “*Our Business*”, “*Financial Statements*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” on pages 22, 106, 162 and 204, 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*” on page 22 and you may lose all or part of your investments.

## STATEMENT OF POSSIBLE SPECIAL TAX BENEFITS

To

### **The Board of Directors**

### **K.P.I Global Infrastructure Limited**

Shop No. A1/2, Firdous Tower,  
Near Fazal Tower,  
Adajan Patia,  
Surat, Gujarat 395009

Dear Sirs,

**Subject: Statement of Possible Special Tax Benefits available to K.P.I Global Infrastructure Limited (the “Company”) and its shareholders prepared in accordance with the requirements under Schedule VI – Clause 9 (L) of the SEBI (ICDR) Regulations, 2018 (“the Regulations”)**

We refer to the proposed SME initial public offering of the equity shares (“Equity Shares”) of K.P.I Global Infrastructure Limited (the “Company”, and such offering, the “Offer”). We enclose herewith the statement showing the current position of special tax benefits available to the Company and to its shareholders as per the provisions of the Income-tax Act 1961, as amended, and The Central Goods and Services Act, 2017, The State Goods and Services Tax Act, 2017 and The Integrated Goods and Services Tax Act, 2017 (together referred to as “GST Law”) for inclusion in the Draft Prospectus (“DP”) and Prospectus (“Offer Documents”) for the proposed Offer.

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

The benefits discussed in the enclosed statement are neither exhaustive nor conclusive. The contents stated in the Annexure are based on the information and explanations obtained from the Company. This statement is only intended to provide general information to guide the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult their own tax consultant with respect to the specific tax implications arising out of their participation in the issue. We are neither suggesting nor are we advising the investor to invest money or not to invest money based on this statement.

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

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

We hereby give our consent to include the enclosed statement regarding the special tax benefits available to the Company and to its shareholders in the Offer Documents for the Offer which the Company intends to file and/or submit to the Securities and Exchange Board of India, Registrar of Companies and stock exchange, provided that the below statement of limitation is included in the Offer Document.

### **LIMITATIONS**

*Our views expressed in the statement enclosed are based on the facts and assumptions indicated above. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to change from time to time. We do not assume responsibility to update the views consequent to such changes. Reliance on the statement is on the express understanding that we do not assume responsibility towards the investors who may or may not invest in the Offer relying on the statement.*

*This statement has been prepared solely in connection with the Offer under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.*

**ANNEXURE TO THE STATEMENT OF SPECIAL TAX BENEFITS AVAILABLE TO K.P.I GLOBAL INFRASTRUCTURE LIMITED (“COMPANY”) AND ITS SHAREHOLDERS UNDER:**

**A. DIRECT TAXATION**

The information provided below sets out the possible direct tax benefits available to the Company and its shareholders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the subscription, ownership and disposal of the equity shares of the Company (“Equity Shares”), under the current tax laws presently in force in India. Several of these benefits are dependent on the Company and its shareholders fulfilling the conditions prescribed under the relevant tax laws. Hence the ability of the shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which, based on commercial imperatives a shareholder faces, may or may not choose to fulfill. The following overview is not exhaustive or comprehensive and is not intended to be a substitute for professional advice.

**INVESTORS ARE ADVISED TO CONSULT THEIR OWN TAX CONSULTANT WITH RESPECT TO THE INDIAN TAX IMPLICATIONS AND CONSEQUENCES OF PURCHASING, OWNING AND DISPOSING OF EQUITY SHARES IN THEIR PARTICULAR SITUATION.**

Our views expressed in this statement are based on the facts and assumptions as indicated in the statement. No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to change from time to time. We do not assume responsibility to update the views consequent to such changes. Reliance on this statement is on the express understanding that we do not assume responsibility towards the investors who may or may not invest in the proposed issue relying on this statement.

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

***I. Special tax benefits available to the Company***

As per section 80-IA of the Act, units set up to undertake power generation at any time beginning from 1 April 1993 but before 31 March 2017 are entitled to special tax benefits, which entitle such units to deduction of 100% of the profits and gains derived from power generation for a period of 10 consecutive years out of 15 years beginning the year in which the unit begins power generation. The Company has installed 8.48 MW capacity solar plant till March 31, 2017 and entitled to the said tax holiday under section 80-IA of the Act.

The Company will be eligible to claim depreciation on assets used for generation or generation and distribution of power at a higher rate of 40% based on WDV method and additional depreciation @20% under section 32(1)(iia) of the Act.

***II. Special tax benefits available to Shareholders***

There are no special tax benefits available to the shareholders under the provisions of the Income Tax Act, 1961.

**NOTES:**

1. The above position is as per the current tax law as contained in Finance Act, 2018.
2. This statement does not discuss any tax consequences in the country outside India of an investment in the Equity Shares. The shareholders / investors in any country outside India are advised to consult their own professional advisors regarding possible Income tax consequences that apply to them.

**B) INDIRECT TAXATION**

**1) Benefits available under The Central Goods and Services Act, 2017, The State Goods and Services Tax Act, 2017 and The Integrated Goods and Services Tax Act, 2017 (together referred to as “GST Law”):**

***I. Special tax benefits available to the Company***

No special tax benefit is available to the Company under the GST law

***II. Special tax benefits available to Shareholders***

No special tax benefit is available to the Shareholder under the GST law

**Yours faithfully,**

**For, M/s. K A Sanghavi & Co. LLP**

**Chartered Accountants**

**Firm Registration Number: 00120846W / W100289**

**Mr. Amish A. Sanghavi**

**Partner**

**Membership No. 101413**

**Date: 06/12/2018**

**Place: Surat**

## SECTION IV – ABOUT THE COMPANY

### INDUSTRY OVERVIEW

Investors should note that this is only a summary description of the industry in which we operate and does not contain all information that should be considered before investing in the Equity Shares. Before deciding to invest in the Equity Shares, prospective investors should read this entire Prospectus, including the information in the sections “Risk Factors”, “Our Business”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Financial Information”, beginning on pages 22, 106, 204 and 162 of this Prospectus, respectively. An investment in the Equity Shares involves a high degree of risk. The information in this section includes extracts from publicly available information, data and statistics and has been derived from various government publications and industry sources, including reports that have been prepared by ICRA Limited (“ICRA”) that have the following disclaimer:

*All information mentioned herein and otherwise as contained in the report or rationale has been obtained by us from sources believed by us to be accurate and reliable. Although reasonable care has been taken to ensure that the information herein is true, such information is provided 'as is' without any warranty of any kind, and in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness or completeness of any such information. All information contained herein must be construed solely as statements of opinion, and we shall not be liable for any losses incurred by users from any use of this publication or its contents.*

The information contained in this section is derived from various government and other industry resources. Such information also includes information available from reports or databases of ICRA Limited. Neither our Company, our Promoters, the LM nor any other person connected with the Issue has independently verified this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but that their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured. Industry publications are also prepared on information as of specific dates and may no longer be current or reflect current trends. Accordingly, investment decisions should not be based on such information.

#### **Outlook of the Indian Economy**

India has emerged as the fastest growing major economy in the world as per the Central Statistics Organisation (CSO) and International Monetary Fund (IMF) and it is expected to be one of the top three economic powers of the world over the next 10-15 years, backed by its strong democracy and partnerships. India’s GDP is estimated to have increased 6.6 per cent in 2017-18 and is expected to grow 7.3 per cent in 2018-19.

India's gross domestic product (GDP) at constant prices grew by 7.2 per cent in September-December 2017 quarter as per the Central Statistics Organisation (CSO). Corporate earnings in India are expected to grow by 15-20 per cent in FY 2018-19 supported by recovery in capital expenditure, according to JM Financial.

India's labour force is expected to touch 160-170 million by 2020, based on rate of population growth, increased labour force participation, and higher education enrolment, among other factors, according to a study by ASSOCHAM and Thought Arbitrage Research Institute.

India's foreign exchange reserves were US\$ 422.53 billion in the week up to March 23, 2018, according to data from the RBI.

*(Source: <https://www.ibef.org/economy/indian-economy-overview>)*

#### **Overview of Indian Power Sector**

India has the fifth largest power generation capacity in the world. The country ranks third largest producer and third largest consumer of electricity in the world, with the installed power capacity reaching 343.90 GW as of June 2018. During the FY18, the electricity production in India was 1,201.543 BU, which has been growing at a CAGR of 5.69 percent over the period of FY10–FY18.

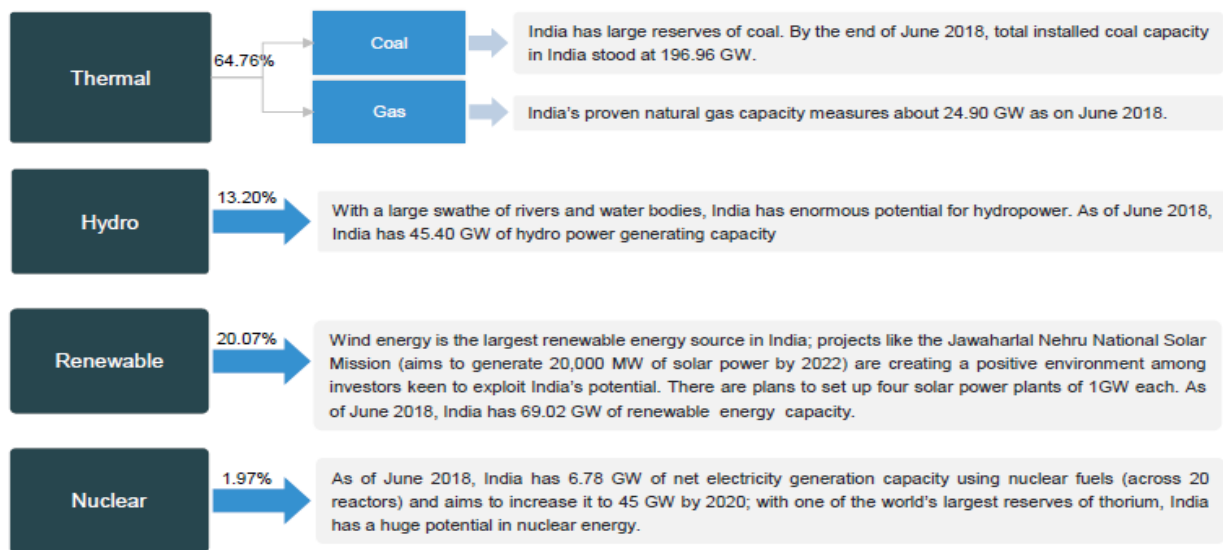
Renewable energy is fast emerging as a major source of power in India. Wind energy is the largest source of renewable energy in India, accounting for 49.33 percent of total installed capacity 69.02 GW. There are plans to

double wind power generation capacity to 60 GW by 2022. India has also raised the solar power generation capacity addition target by five times to 100 GW by 2022. The Union Government of India is preparing a 'rent a roof' policy for supporting its target of generating 40 GW of power through solar rooftop projects by 2022.

In March 2017, the Power Ministry has launched an application named - GARV-II, to provide real time data related to rural electrification regarding all un-electrified villages in India. A total of 18,374 villages out of 18,452 un-electrified villages in India have been electrified up to June 2018. All un-electrified inhabited census villages have been electrified on April 4, 2018 ahead of the deadline May 1, 2018.

India has witnessed a total FDI inflows in the power sector reached US\$ 12.97 billion during April 2000 to March 2018, accounting for 13.21 per cent of total FDI inflows in India. Further, India's power sector is forecasted to attract investments worth Rs 11.56 lakh crore (US\$ 179.31 billion) between 2017-2022 in thermal, hydro, nuclear and renewables segment.

### Sources of Power with shares in Total Installed Capacity

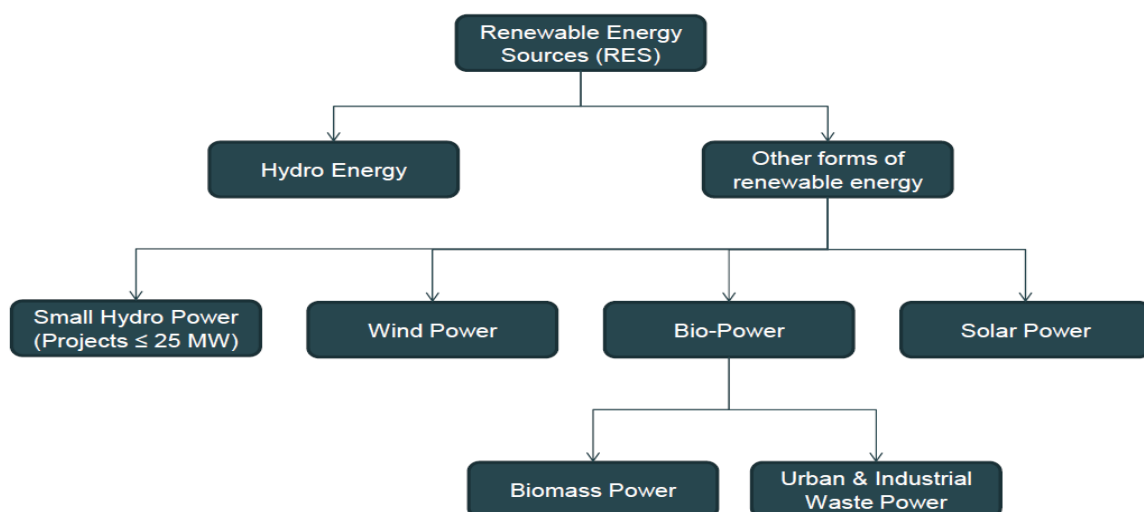


Notes: MW - Megawatt, GW - Gigawatt

(Source: India Brand Equity Foundation (IBEF))

### Renewable Energy Industry

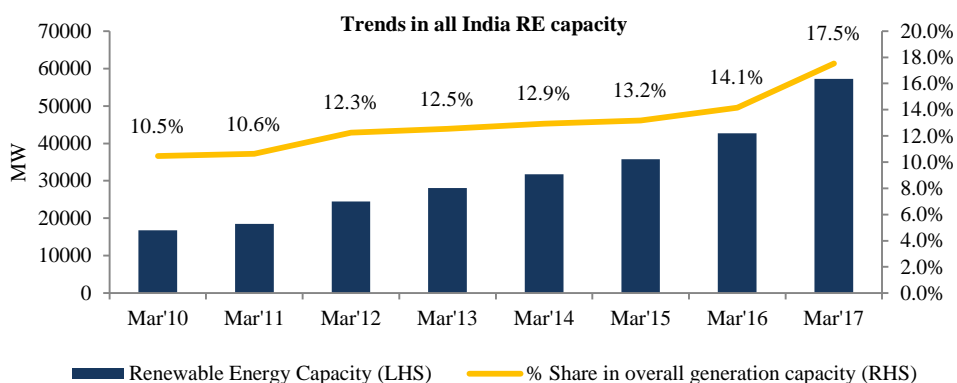
The source of Renewable Energy includes:



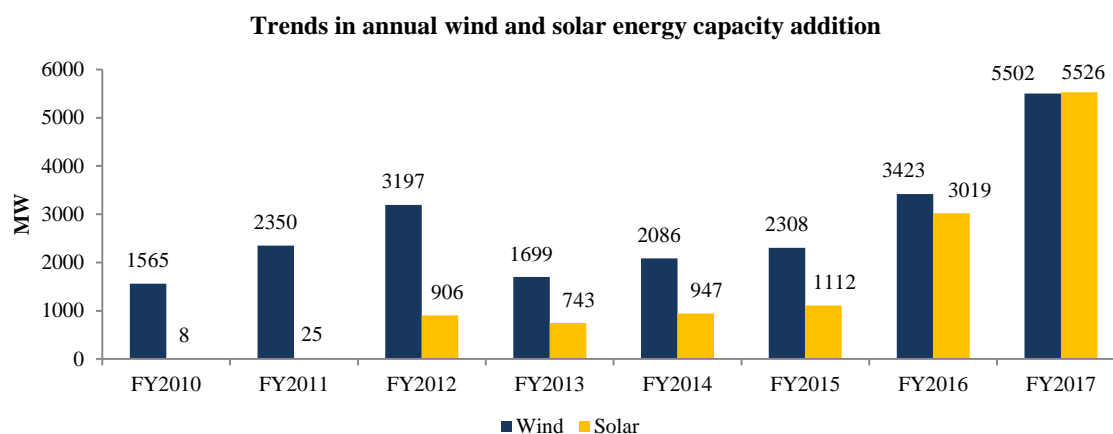
(Source: India Brand Equity Foundation (IBEF))

## I. Overview on renewable energy capacity

The installed RE-based power generation capacity in India has increased from 16.8 GW as on March 31, 2010 to 57.2 GW as on March 31, 2017 and the share of RE-based capacity in the overall power generation capacity in India increased from 10.5% as on March 31, 2010 to 17.5% as on March 31, 2017. The RE sector reported a record capacity addition of 11.3 GW in FY2017, an increase of around 60% over 7.1 GW achieved in FY2016. This was driven by large capacity additions in the wind and solar power segments at 5.50 GW and 5.53 GW respectively, which in turn was supported by factors such as favourable policy and a regulatory framework, shorter gestation period and the improving tariff competitiveness for solar PV energy.

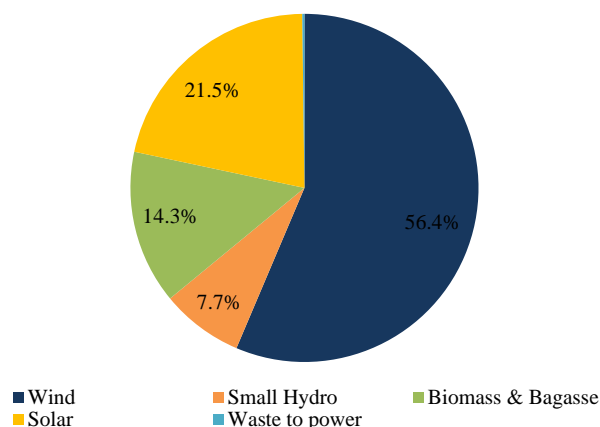


In case of solar energy, the actual capacity addition in FY2017 has remained lower than the target set by the Government of India and the same has been due to the delays in tendering and the project award process as well as execution delays to some extent. Nonetheless, the solar capacity addition increased by 83% in FY2017 as compared to capacity addition seen in FY2016. This has allowed the share of solar power capacity in the RE mix to increase to 21.5% as on March 31, 2017 from 15.8% as on March 31, 2016. The wind-based capacity continues to occupy a dominant share in the RE mix at 56.4% as on March 2017



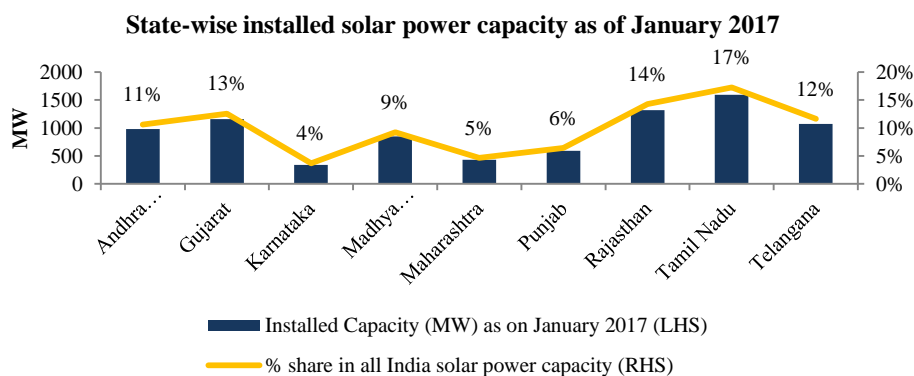
Source: ICRA research, MNRE, Central Electricity Authority (CEA)

**Source wise mix of RE capacity as on March 31, 2017**



Source: ICRA research, CEA

The solar power capacity is spread across Tamil Nadu, Rajasthan, Gujarat, Telangana, Andhra Pradesh and Madhya Pradesh, which together account for 75% of the all India solar power capacity as of January 2017.



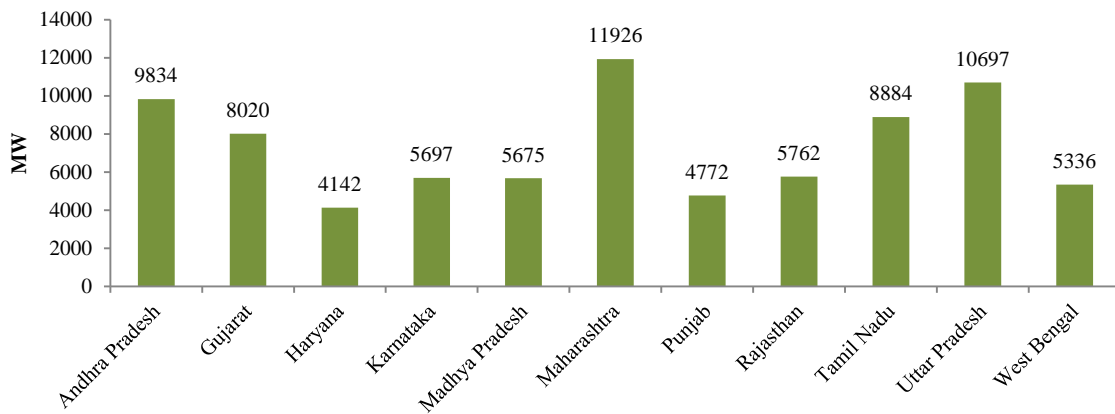
Source: ICRA research, MNRE

### Government of India's target for RE sector

With a strong focus on promotion of RE and also in view of the multiple challenges associated with the traditional sources of energy, the Government of India has initiated measures to augment RE capacity with a target to achieve 175 GW by FY2022. The 175 GW is proposed to comprise 100 GW solar power generation capacity (comprising 60 GW utility scale and 40 GW roof-top based), 60 GW wind power generation capacity, 10 GW biomass power generation capacity and 5 GW small hydro power generation capacity. In case of solar power, the target capacity is more widely distributed across the states, with major contribution expected from Andhra Pradesh, Gujarat, Haryana, Karnataka, Madhya Pradesh, Maharashtra, Punjab, Rajasthan, Tamil Nadu, Uttar Pradesh and West Bengal. The following charts illustrate the state wise capacity target to be achieved for solar power by FY2022.



### State wise solar power capacity target by FY2022

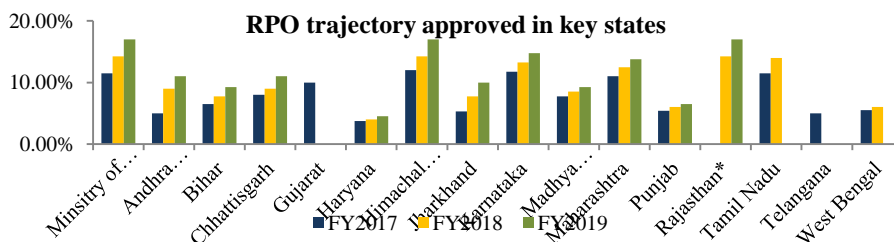


Source: ICRA research, MNRE

## II. Demand outlook is positive supported by policy and regulatory measures

### Renewable Purchase Obligation (RPO) norms approved by SERCs

Both the Electricity Act, 2003 and the National Tariff Policy, 2006 have stipulated provision of RPO i.e. a certain fixed proportion out of the overall energy requirements in the distribution licensee area is to be sourced from RE sources. Subsequently, the National Action Plan on Climate Change (NAPCC) released in June, 2008 by the Government of India suggested a minimum RPO target of 5% of the total energy procurement in FY2010, to be increased by 1% every year for a period of 10 years to reach 15% by FY2020. Further, the Ministry of Power vide its order dated July 22, 2016 has issued guidelines for long-term RPO trajectory for a three-year period from FY2017 to FY2019. This is in view of the target of achieving 175 GW RE capacity by FY2022. The overall RPO target is set at 11.50% for FY2017, which is being increased to 14.25% in FY2018 and to 17.00% in FY2019. The obligation will be on the total consumption of electricity, excluding the consumption met from hydro sources. Over the last three-five year period, the SERCs in many of the states have put in place regulations for compliance of RPO norms, comprising non-solar and solar RPO, which are required to be met by the obligated entities.



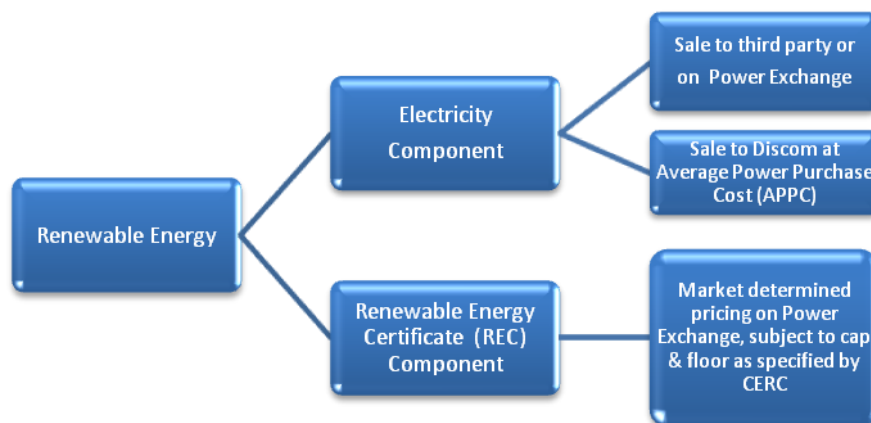
Source: ICRA research, RPO regulations by SERCs; \*draft regulations

As per the RPO regulations, the obligated entities are distribution licensees, group captives and customers availing open access. The RPO norms can be met by the obligated entities either by entering into power purchase agreements (PPAs) with RE assets and/or by purchasing renewable energy certificates (REC). RPO regulations laid out by the SERCs also specify the provision of RPO regulatory charges to be paid by the obligated entity, in case it fails to comply with the RPO target and as per the same, the SERC may direct the obligated entity to deposit a certain amount as the SERC may determine on the basis of the shortfall in units of RPO, and the forbearance price of the REC as decided by the Central Electricity Regulatory Commission (CERC); separately in respect of solar and non-solar RPO.

### REC framework in place to facilitate obligated entities to meet RPO norms

The CERC introduced the REC mechanism in January 2010 to promote the development of RE and to facilitate obligated entities to meet the RPO targets set by the respective SERCs. Under this mechanism, obligated

entities, which are unable to meet the RPO targets, can meet the shortfall by purchasing the RECs from the RE generators in other states. For eligibility under the REC framework, renewable projects: (a) would require accreditation from the state agency as notified by the SERC concerned; (b) will not have any PPA with distribution utility at a preferential tariff determined by the SERC; and (c) will sell the electricity generated either to the distribution licensee of the area in which the eligible entity is located, at a price not exceeding the average pooled purchase cost (APPC) of such distribution licensee, or to any other licensee or to an open access consumer at a mutually agreed price, or through power exchange at the market-determined price.



The RECs are of two types – a) solar RECs for solar power generators and b) non-solar RECs for other renewable power generators. The CERC has set the price range for RECs, called the cap price and floor price, which is determined separately for solar and non-solar RECs. The RECs are traded on the power exchanges for market-based price discovery, based on the actual demand and supply situation, although subject to the price range i.e. floor and cap levels as set by the CERC.

### Policy support for solar power sector

Policy support in respect of the solar energy segment for development of grid-connected solar capacity continues to remain strong and the Government of India has provided support essentially in two modes so far i.e. 1) mechanism of “bundling” of solar power with relatively inexpensive thermal power from the unallocated quota of Central public sector units; and 2) mechanism of providing Viability Gap Funding (VGF) to make available solar power at reduced prices. Also, the Central Government has amended the provisions in the National Tariff Policy (NTP), related to the RE sector such as increase in solar RPO to 8% by FY2022 and introduction of renewable energy generation obligation (RGO) for entities who intend to set up thermal-based capacity. These NTP provisions remain significantly positive and if implemented, would also be the key drivers for growth in the sector.

In addition, the MNRE announced a scheme in December 2014 to set up at least 25 solar parks, each with a capacity of 500 MW and above, targeting over 20,000 MW of installed solar power capacity in five years from FY2015 to FY2019, with an estimated Central financial assistance (CFA) of Rs. 4050 crore. In October 2015, the MNRE issued the guidelines for the development of solar parks in the country. The Government has received a healthy response from various state governments / nodal agencies to set up solar parks in their respective states. The Government has sanctioned 34 solar parks spread across 21 states with cumulative capacity of 20,000 MW and has tasked Power Grid Corporation of India Limited to manage the grid integration process for this 20,000 MW solar capacity, which is slated to come on-line over the next few years. The solar parks aid the private project developers to secure developed land for solar power projects with evacuation infrastructure. The projects set up in a solar park also benefit from shared common costs and economies of scale while facing relatively low execution risks. The plug and play model offered by these parks has attracted both international and domestic developers.

### Accelerated depreciation benefit

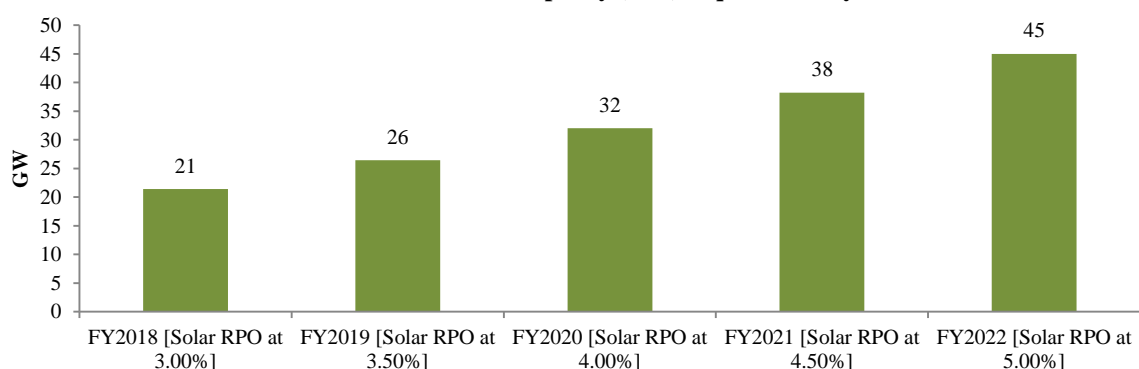
Accelerated depreciation of 40% for tax purpose is the key financial incentive for the solar power projects. Also, an additional 20% depreciation has been allowed for the first year of operations.

### III. Incremental capacity addition required to meet the RPO norms remain significant

India is endowed with rich solar energy resources due to its location in the equatorial sunbelt. The daily average solar energy incident over India varies from 4 to 7 kWh/m<sup>2</sup> with about 2,300–3,200 sunshine hours per year, depending upon the location. This compares favourably with many other regions in the world. The National Institute of Solar Energy (NISE) has assessed the solar power potential in India at about 749 GW, with the highest potential in the state of Rajasthan at 142 GW. As against the estimated potential of 749 GW, the actual installed solar power capacity stands at 12.3 GW as on March 31, 2017, highlighting the large untapped solar power potential in the country.

Assuming that the overall RPO would increase to 20.5% by FY2022 (including 8% solar RPO) and assuming an energy demand growth of 6% on a YoY basis, the incremental RE-based energy capacity requirements till FY2022 would amount to 108 GW, as per our estimates. Even under a conservative assumption of overall RPO at 15% (including 5.0% solar RPO) by FY2022 on all India, the incremental cumulative RE requirement is estimated to remain healthy at 65 GW.

**Estimated cumulative solar capacity (GW) requirement by FY2022**

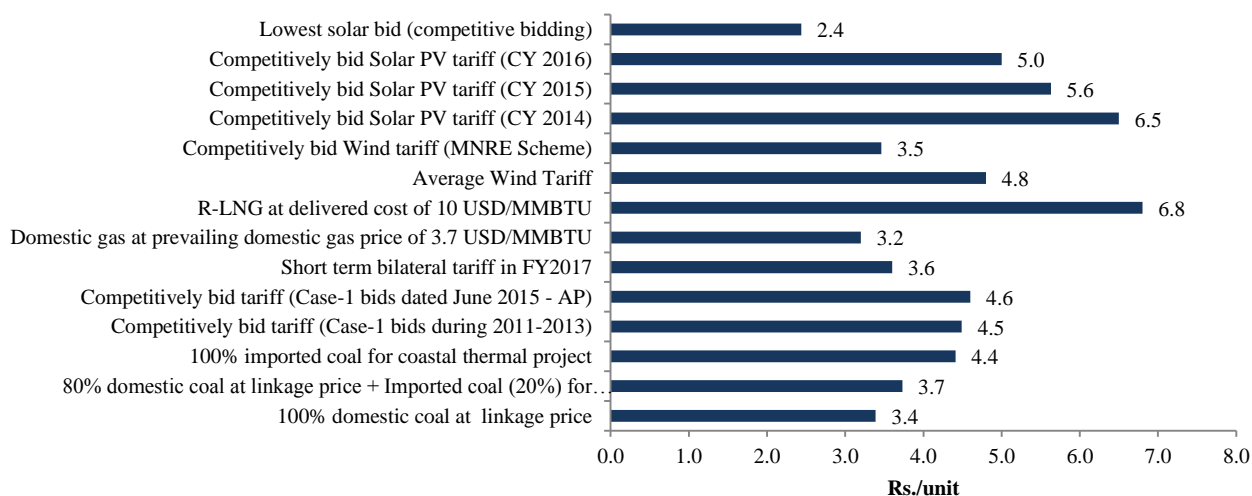


Source: ICRA research

For solar energy, there is a temporary lull in announcement of fresh bids, as the plans for tendering of solar power projects are being re-evaluated, post the bid results for the Rewa, Kadapa and Badla solar parks. Nonetheless, the magnitude of solar project awarded in the past 12-18 months has been quite significant. The backlog against these awards itself would, in ICRA’s estimates, support a solar capacity addition of about 7-7.5 GW in grid connected utility segment in FY2018.

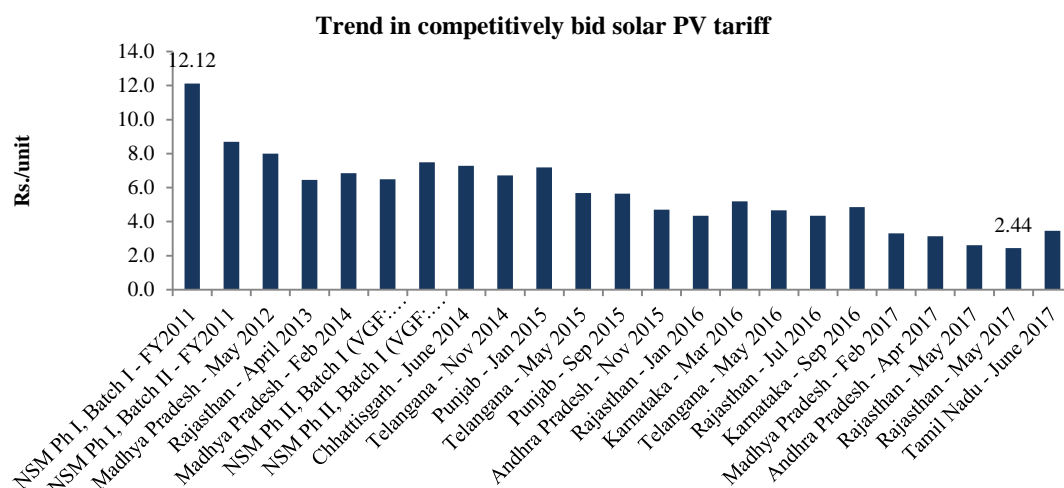
### IV. Improving tariff competitiveness of solar PV against conventional fuel sources

**Comparison of cost of generation based on varying fuel mix**



Source: ICRA research

The introduction of competitive bidding has significantly improved the cost competitiveness of solar power tariffs as against the tariffs for conventional power projects. Further, the solar PV-based tariffs have seen a sharp reduction over the past three to four years led by the reduction in the price of PV modules, along with aggressive bidding by solar developers. In addition, this was also supported by ready land availability for projects in solar power parks as well as lower counter-party credit risks for projects with SECI and NRVN as the buyers. The tariff discovered in the recent bids for solar power projects have been in the range of Rs. 3.33 per unit to Rs. 2.44 per unit. The lowest tariff of Rs. 2.44 per unit was seen in the bid for Badla solar park phase-III in the state of Rajasthan. This is much lower than the cost of generation from coal-based power projects.



Source: ICRA research

In addition, wind and solar-based power projects remain favourably placed with relatively much lower construction period in comparison to the thermal and hydro power projects, which are exposed to significant execution-related risks due to long delays in land acquisition and statutory clearances. The lower tariff from wind and solar power projects is a favourable development for the distribution utilities and would allow them to honour their RPO commitments at a highly competitive cost.

## V. Viability of the competitive bid-based tariffs

The viability of the competitive bid-based tariffs for the winning developers in solar power sector would be critically dependent on capital cost, PLF, debt tenure and cost of funding. Further, the developers' ability to complete land acquisition and secure connectivity with the transmission system remain crucial for commissioning the project within the stipulated timelines.

The lowest competitively bid-based solar tariff of Rs. 2.44 per unit was discovered in May 2017 in the bidding for Badla solar park phase-III in Rajasthan. This is subsequent to the tariff discovered at Rs. 3.15 per unit for the 250 MW project awarded in Kadapa Solar Park, Andhra Pradesh by NTPC/NRVN in April 2017 and the tariff of Rs. 3.3 per unit for award of 750 MW in Rewa Solar Park, Madhya Pradesh in February 2017. The following tables illustrates the sensitivity of project IRR and DSCR to PLF and capital cost for a solar power project with tariff of Rs. 2.44 per unit. As seen here, the IRR is estimated to increase from 3.5% to 7.8% as the capital cost decreases from Rs. 5 crore per MW to Rs. 3.5 crore per MW, at a given PLF of 22%. Also, the cumulative DSCR is estimated to increase from 0.96 times to 1.33 times as the capital cost decreases from Rs. 5 crore per MW to Rs. 3.5 crore per MW, at a given PLF of 22%. Incremental upside is possible for the developers in case of further reduction in module price level and by using optimal AC-DC mix while installing the plant.

Sensitivity of project IRR to capital cost and PLF for a solar power project at the quoted tariff of Rs. 2.44 per unit							
		Capital Cost (Rs. crore / MW)					
		3.50	3.80	4.10	4.40	4.70	5.00
PLF (%)	19%	5.5%	4.5%	3.6%	2.9%	2.2%	1.7%
	20%	6.3%	5.3%	4.4%	3.6%	2.9%	2.3%
	22%	7.1%	6.0%	5.1%	4.3%	3.6%	2.9%
	22%	7.8%	6.8%	5.8%	5.0%	4.2%	3.5%
	23%	8.5%	7.5%	6.5%	5.6%	4.8%	4.1%
	24%	9.2%	8.1%	7.2%	6.3%	5.4%	4.7%
	26%	10.5%	9.4%	8.4%	7.5%	6.6%	5.9%

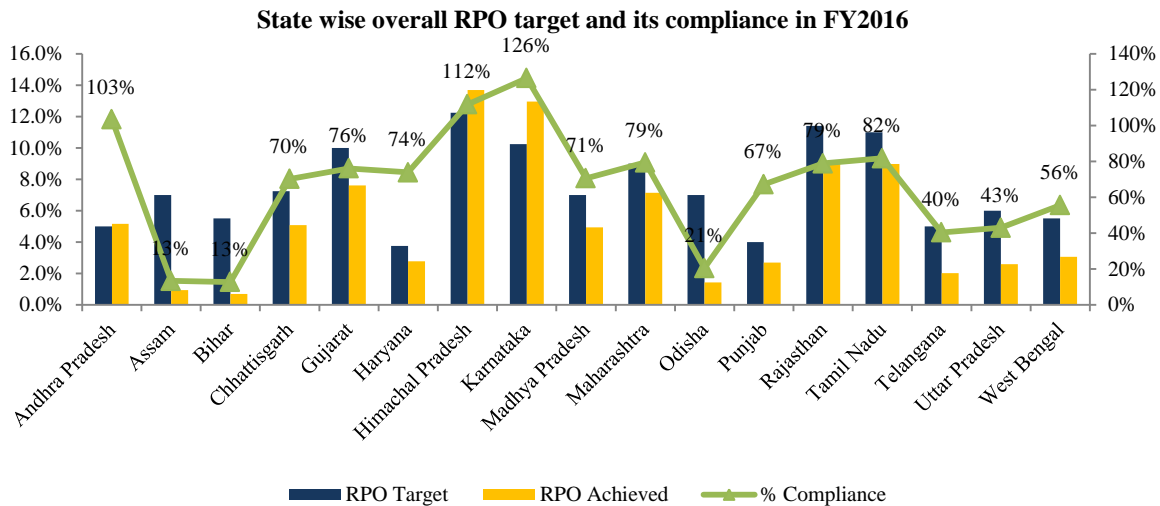
Sensitivity of cumulative DSCR to capital cost and PLF for a solar power project at the quoted tariff of Rs. 2.44 per unit							
		Capital Cost (Rs. crore / MW)					
		3.50	3.80	4.10	4.40	4.70	5.00
PLF (%)	19%	1.13	1.04	0.97	0.91	0.86	0.81
	20%	1.20	1.11	1.03	0.97	0.91	0.86
	22%	1.27	1.18	1.10	1.02	0.96	0.91
	22%	1.33	1.24	1.16	1.08	1.02	0.96
	23%	1.39	1.30	1.21	1.14	1.07	1.01
	24%	1.45	1.36	1.27	1.19	1.12	1.06
	26%	1.57	1.47	1.38	1.30	1.23	1.16

Key assumptions: DC-AC Ratio of 1.3x, panel degradation at 0.5%, debt tenure of 18 years, interest rate of 10% and O&M cost at Rs. 6 lakh/MW

Source: ICRA research

## VI. Regulatory challenges persist as evident from inconsistency in RPO norms and weak RPO compliance

**RPO norms vary across states and remain lower than norms prescribed:** The SERCs in 22 out of the total 29 states have put in place regulations (including draft RPO regulations) stipulating RPO norms till FY2018, which are required to be met by the obligated entities, including distribution licensees, group captive and open access consumers. Of the remaining seven states, the SERCs in some of the states have put in provisions for continuation of the RPO for subsequent years at the levels approved for earlier years, i.e. until new RPO norms are approved by them. Further, the RPO norms continue to vary across the states in terms of both, quantum of RPO and also the period of RPO trajectory approved by the SERCs. The RPO levels vary from 2.5% to 14.25% in FY2018 across the states. Also, the SERCs in only 19 out of the 29 states have stipulated RPO norms till FY2019, while only seven states have stipulated RPO norms till FY2022 (including draft regulations). The RPO levels for a majority of the states continue to remain lower than the RPO trajectory suggested under the NAPCC (which specifies a minimum RPO target of 5% in FY2010, to be increased by 1% every year for a period of 10 years to reach 15% by FY2020) as well as lower than the RPO recommended under the guidelines issued by the Ministry of Power in July 2016.



Source: ICRA research, MNRE

**Weak compliance of RPO norms adversely affects REC demand:** One of the key demand drivers for RE power capacities is the compliance of RPO norms by the obligated entities, including distribution utilities. However, the RPO compliance at an all India level remains weak. This is owing to weak enforcement of the RPO norms by the SERCs and also unwillingness of the distribution utilities to meet the RPO norms through procurement of RECs. As seen from Chart above here, compliance to RPO targets remains less than 100% across a majority of the larger states except Andhra Pradesh, Himachal Pradesh and Karnataka in FY2016. The compliance levels remain very low at less than 60% in states such as Assam, Bihar, Odisha, Telangana, Uttar Pradesh and West Bengal. The compliance level is in the range of 70%-85% in the states of Chhattisgarh, Gujarat, Haryana, Madhya Pradesh, Maharashtra, Rajasthan and Tamil Nadu. The RE sector thus continues to face a major regulatory challenge with regard to compliance of the RPO targets by the distribution utilities. In the past, SERCs in few states as well as the Appellate Tribunal for Electricity (APTEL) and the Supreme Court have intervened in this matter and given various favourable judgments to implement and enforce the RPO framework. However, the actual RPO achievement continues to remain lower than the approval levels. As a result, the demand for the RECs from obligated entities has been adversely affected over the last three year period.

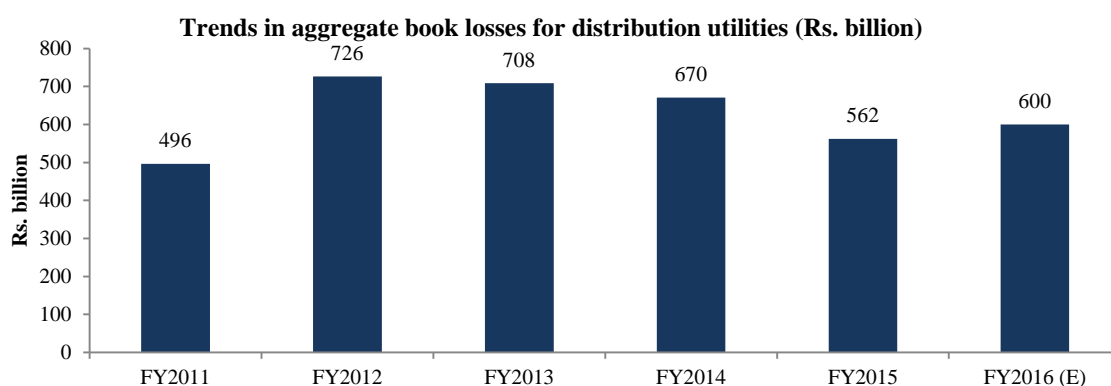
**Forecasting, scheduling and deviation settlement mechanism as approved by SERC in Karnataka is a key regulatory challenge for solar power generators:** Subsequent to the notification of regulations on scheduling and forecasting framework for solar power projects by the CERC in August 2015, the Karnataka Electricity Regulatory Commission (KERC) vide its notification dated May 31, 2016 has approved similar regulations. This is the first such regulation to be approved by a state regulator. Also, the SERCs in the states of Andhra Pradesh, Gujarat, Madhya Pradesh, Rajasthan, Tamil Nadu, Odisha and Jharkhand have issued draft regulations in this regard. The objective of these regulations is to facilitate the integration of solar power projects with the grid, while maintaining grid security, stability and reliability. As per the framework approved by the KERK, scheduling and forecasting of generation is required on a day ahead and week ahead basis at intervals of 15 minutes for solar power projects connected to the intra-state grid and selling power within the state, with the permissible deviation in scheduled generation in the range of +/- 15% and deviation charges applicable for a higher range. The forecasting and scheduling regulations pose a regulatory challenge to solar power generation entities, given that solar-based energy generation is variable and intermittent by nature and given that Indian RE players have limited experience in forecasting with such accuracy. While forecasting and scheduling can be made possible through the use of robust technical/statistical modeling based on past generation/weather conditions data, it is still at a nascent stage in India with a limited experience and that in turn, would make it challenging for solar energy generation entities to comply with this requirement.

**Grid Evacuation Challenges:** Generation by solar power projects is exposed to weather conditions and seasonality. The solar power generation is variable on a daily basis, with generation from solar power projects being primarily during the day. This poses a significant challenge to grid stability and also in scheduling power for the load dispatch centers. The risk to grid stability is also accentuated due to inadequate inter-state transmission infrastructure for exporting power from states with high solar power potential to other states with limited availability of RE sources. This has led to backing down of solar power projects in a few states such as

Tamil Nadu and Rajasthan. This is a matter of concern, given that it has a direct impact on the generation profile and consequently, on the revenues due to a single part nature of tariff and absence of any deemed generation clause in tariff. While the solar generation projects are supposed to operate on a “must run” principle basis under the grid code, any such forced back-down by the state-owned utilities on the grounds of inadequate transmission capacity and/or grid stability remains a concern area for the developers. The draft bidding guidelines notified by the Central Government for solar power projects includes a clause for compensation in case of generation loss due to grid unavailability or back down, which if approved, will be positive for new projects.

## VII. UDAY: Improvement in operating efficiency and tariff adequacy crucial for sustainable financial turnaround of distribution utilities

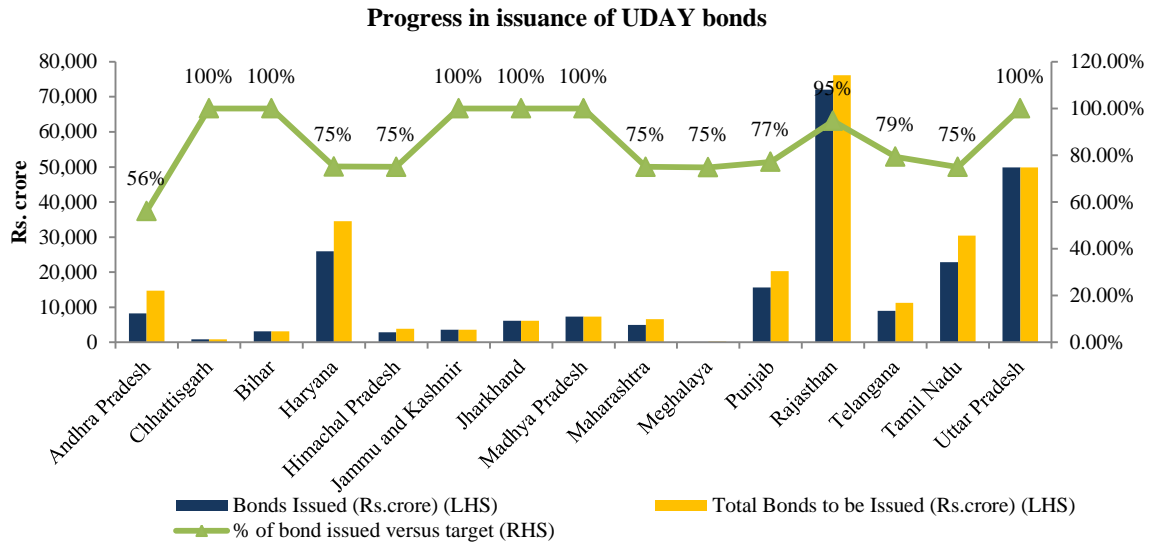
State-owned distribution utilities, being key obligated entities to meet RPO norms, are off-takers for RE projects in most cases. RE players remain exposed to significant counter-party credit risk, given that utilities in a majority of the states have weak financial profile and, as the tariff rates for RE projects have been relatively higher than tariffs for conventional fuel-based projects so far. The median cost coverage ratio for distribution segment still remains below 0.9 times for FY2016 and accumulated book losses for the distribution utilities is about Rs. 4.1 trillion as on March 2015. This is on account of the inadequate tariffs in relation to the cost of supply, higher than allowed distribution loss levels for utilities in many states, and inadequate and untimely subsidy support by state governments in a few states. Lack of or inadequate implementation of fuel and power purchase cost adjustment (FPPCA) framework, by distribution utilities in many states, has also adversely affected the credit profile of the distribution utilities. This in turn results in delays in making payments by the distribution utilities to the power generating companies.



Source: ICRA research

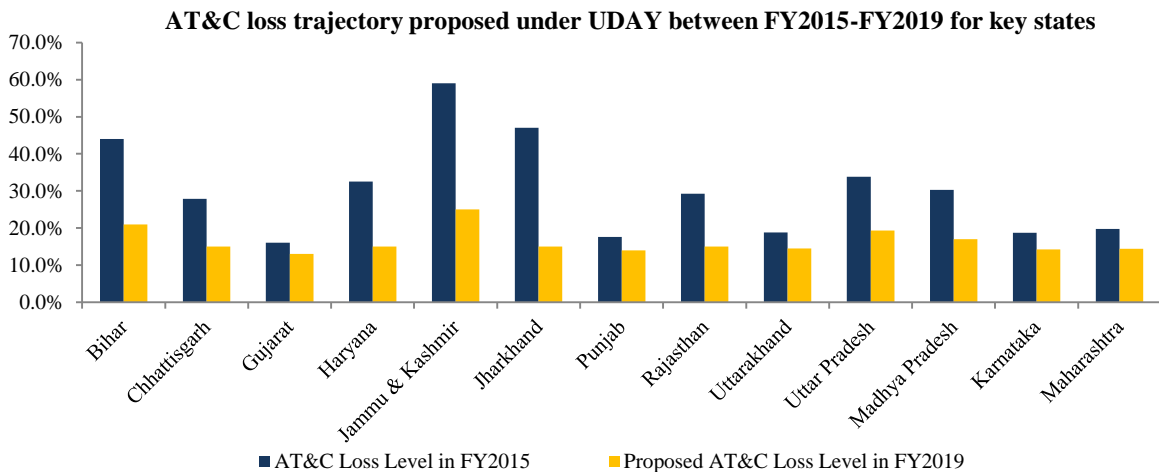
In November 2015, the Government of India has approved Ujwal DISCOM Assurance Yojana (UDAY) with an objective of a financial turnaround of state-owned DISCOMs. Apart from the improvement in operational efficiencies of DISCOMs and reduction in cost of power purchase, the scheme envisages a significant State Government support, mainly in the form of taking over of 75% of DISCOM debt (50% in H2 FY2016 & 25% in FY2017) by the respective state governments. The Union Cabinet in its meeting held on June 22, 2016 accorded an extension of timeline by a year, for taking over 50% of the outstanding debt on the books of DISCOMs as on September 30, 2015 by the respective State Governments under UDAY.

State governments in 27 states/UTs namely Andhra Pradesh, Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Goa, Gujarat, Himachal Pradesh, Haryana, Jharkhand, Jammu & Kashmir, Karnataka, Kerala, Manipur, Meghalaya, Mizoram, Madhya Pradesh, Maharashtra, Pondicherry, Punjab, Rajasthan, Sikkim, Telangana, Tamil Nadu, Tripura, Uttar Pradesh and Uttarakhand have signed MoUs with the Ministry of Power for implementation of the scheme. The combined debt of the distribution utilities (including dues to Central PSUs) of these states accounts for 97% of the overall debt on the books of distribution utilities as on September 30, 2015. In case of Arunachal Pradesh, Gujarat, Goa, Karnataka, Kerala, Manipur, Mizoram, Sikkim, Pondicherry, Tripura and Uttarakhand, while there is no debt takeover by the State Governments, the DISCOMs are proposing to improve the operational efficiencies and lower the cost of procurement.



Source: ICRA research, UDAY website

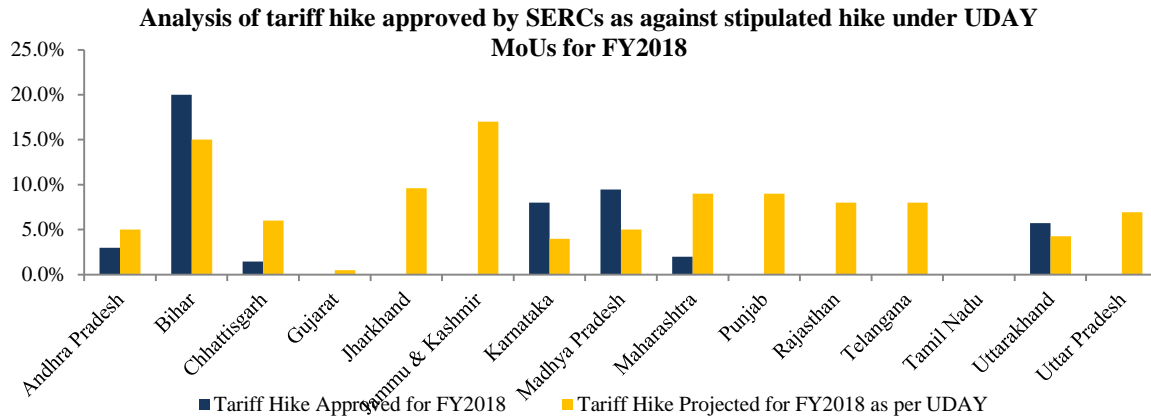
As per information available on the UDAY website, bonds worth Rs 2.32 lakh crore have been issued by states towards refinancing the debt on the books of the DISCOMs under the UDAY scheme, representing 86.3% of the total bonds to be issued as per MoUs signed. This in turn has improved the liquidity profile of the DISCOMs to some extent. The takeover of debt on the books of the DISCOMs by the respective state governments is expected to happen in a gradual manner in the larger states, with part of the refinanced debt being retained as state government loans to the DISCOMs, which will be subsequently converted to equity or grant over the period from FY2018 to FY2021. But in some states, the debt takeover as per MoUs has not materialized fully. As a result, while there has been a reduction in interest costs to DISCOMs, it is not likely to be the extent as anticipated earlier. The details of the bond issued by states are provided in Chart above.



Source: ICRA research, UDAY MoUs signed between Ministry of Power, DISCOMs and State Governments

Apart from the debt takeover, the financial turnaround of the DISCOMs under this scheme is linked to improvement in AT&C losses as per the stipulated loss trajectory, timely filing of tariff petitions by DISCOMs, timely issuance of tariff orders by the SERCs and adequacy of tariff hikes by the SERCs. Given the high AT&C loss levels (28-61%) for the DISCOMs in Bihar, Chattisgarh, Haryana, J&K, Jharkhand, Rajasthan and Uttar Pradesh, the ability of these DISCOMs to reduce losses to stipulated levels in a timely manner remains critical. Also, the average tariff hike stipulated for the period FY2016-FY2019 as per UDAY MoUs remains in the range of 5% to 10% across majority of the states. However, tariff orders for FY2017 and FY2018 have not been issued in all the states where MoUs are signed. Further, the tariff hike approved has remained lower than the proposed hike under UDAY in states like Andhra Pradesh, Punjab, Maharashtra and Uttar Pradesh for these years.





Source: ICRA research, UDAY MoUs and SERC tariff orders

While coal reform measures such as coal swapping and linkage rationalisation are expected to be more driven by the efforts at the Ministry of Coal level, achieving the benefits under efficiency improvement, the demand side interventions and savings in interest costs would require continued focus and efforts by the state governments and distribution utilities. Achieving a sustainable improvement in the financial profile of the distribution utilities would require adequate and timely tariff revision by the regulators, including periodic pass-through of fuel and power purchase cost fluctuations and timely and adequate subsidy release by the state governments. The timely implementation of these measures remains critical for the improvement in the financial profile of the distribution utilities, thus enabling them to off-take power and make timely payments to the generation companies.

## OUR BUSINESS

*Some of the information contained in the following discussion, including information with respect to our business plans and strategies, contain forward-looking statements that involve risks and uncertainties. You should read the chapter titled “Forward-Looking Statements” beginning on page 16 of this Prospectus, for a discussion of the risks and uncertainties related to those statements and also the section “Risk Factors” beginning on page 22 of this Prospectus for a discussion of certain factors that may affect our business, financial condition or results of operations. Our actual results may differ materially from those expressed in or implied by these forward-looking statements. Our financial year ends on March 31 of each year, so all references to a particular FYs are to the twelve-month period ended March 31 of that year. The financial information used in this section, unless otherwise stated, is derived from our Financial Information, as restated prepared in accordance with Indian GAAP, Companies Act and SEBI Regulations. Unless otherwise indicated, all financial information included in this section has been derived from our Restated Financial Statements. In this section, unless the context otherwise requires, any reference to “we”, “us” or “our” refers to KPI Global Infrastructure Limited.*

*Disclaimer: Larsen & Toubro Limited (“L& T”) has given permission vide its letter dated November 30, 2018 to our Company to use its name and logo in the Offer Documents or any other document in relation to the proposed IPO only as a PPA Customer. L&T shall not in any manner-*

- i) be responsible / warrant / certify / endorse correctness or completeness of all or any of contents of the Offer Documents or any related document in relation to the IPO;*
- ii) be responsible for the financial or other soundness of our Company, its Promoters or Management or any scheme or project of our Company.*
- iii) be responsible for any reason to clear the Offer Documents or it shall not be construed that the Offer Documents have been approved by L& T.*

*Any investment, subscription, acquisition pursuant to the proposed IPO or any offer whatsoever shall be at the sole risk and responsibility of investors or any person whosoever. No person shall have any claim against L&T whatsoever arising out of any loss which may be suffered by such person consequent to or relating to such subscription, acquisition whether due to anything stated or omitted to be stated herein or for any other reason whatsoever.*

### **Overview**

We are a solar power generating Company focused on providing solar power, both as an Independent Power Producer (“IPP”) under the brand name of ‘Solarism’ and as service provider to Captive Power Producer (“CPP”) customers. We build, own, operate and maintain grid connected solar power projects as IPP and generate revenue by entering into Power Purchase Agreements (“PPA”) with third parties for selling power units generated through our solar projects. We also develop, transfer, operate and maintain grid connected solar power projects for CPP customers and generate revenue by selling these projects to CPP customers for their captive use requirements. Both these businesses, IPP and CPP, are currently carried out at our plant located at Sudi & Tanchha village, Amod, Bharuch, Gujarat (Solarism Plant). Our Company has also established a ~13.25 km long 66 KV transmission line from our Solarism Plant to the Gujarat Energy Transmission Corporation Limited (“GETCO”) substation located at Amod, Bharuch, Gujarat (Amod Substation), for evacuation of the solar power generated at our Solarism Plant.

Our Company was incorporated as “K.P.I. Global Infrastructure Limited” on February 01, 2008 under the Companies Act, 1956 in the state of Maharashtra. In the initial years of our business operations, we were engaged in the sale of land parcels to third parties, which were leased back for foraying into solar power generation. In 2013, we received a feasibility study from GETCO for evacuation of the solar power, proposed to be generated at our Solarism Plant, to Amod Substation. In 2014, we initiated construction of a ~13.25 km long 66 KV transmission line for power evacuation from our Solarism Plant to Amod Substation. In 2016, we commissioned our first solar power plant for 5 MW on the leased land at Solarism Plant and in 2017, we installed another solar power plant for 10 MW on our owned land at Solarism Plant (both projects referred to as Unit I). Till September 30, 2018, we completed CPP sales of 1.90 MW of solar power plant for our CPP clients.

We propose to increase our solar power generation capacity by setting up another solar power project for 25 MW at Sudi, Samiyala & Tanchha village, Amod, Bharuch, Gujarat (Referred to as Unit II). The estimated cost of this project would be ₹13,203.76 Lakh and the proposed date of commercial commencement is July 2019. We have entered into either PPAs with customers for the proposed sale of power of 25 MW. Post the

commercial commencement, our total solar power generation capacity would increase to 40 MW. For further details, kindly refer the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.

We have entered into bilateral PPA’s for a period of 3 years with reputed industrial consumers such as Mafatlal Industries Limited (for their two units located at Navsari and one unit located at Nadiad), Best Paper Mills Private Limited (for their two units located at Vapi) and Meghmani Organics Limited (for their three units located at Dahej, Ankleshwar and Panoli) for direct sale of the solar power generated at our Solarism Plant. The rate of our PPAs are currently at around ~₹ 6.58 per unit, which have been priced to arrive at an average of around 7% discount to the prevailing per unit price of the power rates of the DISCOMs, less other adjustments.

Our Company is promoted by Mr. Faruk G. Patel, having more than 18 years of experience in diversified sectors including solar and wind energy space. Our COO, Mr. Shaheedul Hasan, has a bachelor’s degree in Engineering in Electronics from Aligarh Muslim University and has more than 28 years of experience, across the lifecycle of a telecom network and solar power plant. Both of them have completed a solar workshop organized by GERMI. Our Company’s registered office is located at Shop A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395009, Gujarat, India. As on September 30, 2018, our Company had 47 full time employees. We have received “Excellence In Solar Park Award – 2016” from Mission Energy Foundation, Mumbai. Our Promoter, has received “Legends of Surat – 2018” award from Gujarat Mitra, a leading newspaper in Gujarat.

On the basis of our restated financial statements for FY 2018, FY 2017 and FY 2016 our total revenue was ₹ 3,158.28 Lakh, ₹2,602.09 Lakh, and ₹2,751.12 Lakh, respectively, our EBIDTA was ₹ 1,854.01 Lakh, ₹ 1,746.14 Lakh and ₹ 1,473.48 Lakh respectively, our net profit was ₹ 1,140.92 Lakh, ₹ 812.49 Lakh and ₹ 767.97 Lakh respectively. Our total revenue has grown from ₹2,751.12 Lakh in FY 2016 to ₹ 3,158.28 Lakh in FY 2018 at a CAGR of 7.14%, our EBIDTA has grown from ₹ 1,473.48 Lakh in FY 2016 to ₹ 1,854.01 Lakh in FY 2018 at a CAGR of 12.17% and our net profit has grown from ₹767.97 Lakh in FY 2016 to ₹ 1,140.92 Lakh in FY 2018 at a CAGR of 21.89% respectively. For the six months period ended September 30, 2018, our total revenue, EBIDTA and net profit was ₹1,820.80 Lakh, ₹ 857.42 Lakh and ₹387.16 Lakh respectively. The brief details of our select financial performance are provided as below:

Period	Total Revenue (in ₹ Lakh)	EBIDTA (in ₹ Lakh)	Net Profit (in ₹ Lakh)	Total Revenue CAGR FY 2016- 2018	EBIDTA CAGR FY 2016- 2018	Net Profit CAGR FY 2016- 2018
Six months ended September 2018	1,820.80	857.42	387.16	-	-	-
<b>2018</b>	3,158.28	1,854.01	1,140.92			
<b>2017</b>	2,602.09	1,746.14	812.49	7.14%	12.17%	21.89%
<b>2016</b>	2,751.12	1,473.48	767.97			

### **Key strengths**

We believe that the below mentioned are our key strengths:

#### **(1) Favorable geographical location of our solar power plant**

Our solar power plant of Unit I is located at Sudi & Tanchha village, Amod Tehsil, Bharuch, Gujarat and our proposed solar power plant of Unit II will be located at Sudi Samiyala and Tanchha, village of Amod Tehsil, Bharuch, Gujarat. The solar radiation at the said location is comparatively more favorable for generation of solar power. (Source: National Renewable Energy Laboratory, US Department of Energy). We currently operate our solar power plant totaling to a capacity of 15 MW, at a Capacity Utilisation Factor (“CUF”) which averages to more than 20%. Our solar power plant, which is located in the shadow free and open area, receives sunrays from all the sides without any obstacles / shading. The nominal temperature at the location is around ~27° C, with about 300 sunny days, which is ideally suitable for the solar power project. (Source: <https://en.climate-data.org>).

Our solar power plant has an easy availability of soft water which is crucial for panel cleaning. Our solar power plant and nearby surrounding area consist of black cotton soil land which is considered good for solar power generation because the dust generated is comparatively lower as compared to other types of land which reduces the annual maintenance cost and results into a higher CUF. Dahej GIDC, Vilayat GIDC and Vagra GIDC, which are located in the vicinity of our solar power project, have a high power demand, which can absorb our solar power. Skilled manpower is also easily available in the nearby surroundings. Considering these advantages, we believe that our solar power project is located at a favourable geographical site for solar power.

## **(2) Optimal design and structure of our solar power plant**

We had engaged GERMI as a technical consultant for designing & developing specifications of each network element, defining quality criteria of panels' inspection, pre-dispatch inspection and supervision of project execution. Our Promoter has completed a solar workshop organized by GERMI and is committed to evolving the solar power project's design to utilize the sunrays in generating power even within the fading hours of sunlight. While designing the system, it is important to analyze shading caused by surrounding objects and/or vegetation. We believe that the solar array layout is planned, connected and optimized in such a way that no shadow is created by the arrays during effective sunshine hours even when the sunlight is at an extreme angle.

While preparing the site plan, positioning of the boundary fence, control room, administrative building, switchyard and security house, inverter rooms and transformers has been done so as to avoid shadows. Our Company has installed high-resolution, rotating CCTV cameras covering a majority of the area of our solar power project location, through dedicated high bandwidth capacity radio/OFC network, telecasting a live feed through specifically installed towers from the solar power plant to the head office at Surat. Our team is able to continuously monitor and take corrective action by having a watch over the solar power plant, which enables minimum loss of resources and maximizes output without any need of frequent physical travelling to the site.

## **(3) Established infrastructure for evacuating power**

We have acquired the land and established the requisite infrastructure for the 66 KV transmission line, switchyard, power transformers and a main control station. We have established a ~13.25 km long 66 KV transmission line from our Solarism Plant to the Amod Substation, using towers which are suitable for double circuit of 'panther' conductors enabling transmission upto 100 MW capacity of power. This infrastructure is utilised to generate revenue from our IPP customers and our CPP customers, by providing them infrastructure to transmit the solar power units generated from their respective CPP power plants located at the solar power plant.

We have obtained the evacuation approval from GETCO for transmitting power upto 30 MW through the transmission line and have filed an application for transmitting an additional 10 MW. Our Company also signed the connectivity agreement and O&M agreement with GETCO for a period of 25 years for this 66 KV transmission line. Amod substation has already been approved for upgradation from 66 KV to 220 KV by GETCO which would result in not only enhancement in power intake capacity at that substation but will also offer reliability and availability of the network. Apart from Amod substation, we have Kurchan, Dahej, Vagra and Vilayat substations within a radius of 15 km from our solar power plant, which gives us an opportunity to transmit power to these substations, once the receiving capacity of the Amod substation has been exhausted.

## **(4) Higher per unit revenue realization and assured revenue from PPAs**

As per the current regulatory scenario, there are two options for selling power generated from our solar power projects. Under the first option, we can sell the power to the DISCOMs, who in turn would sell the electricity to the ultimate consumers. The Government has adopted reverse bidding mechanism to achieve the lowest rate from the prospective bidders. In such a scenario, any solar power producer, who bids to sell the power at the lowest rate, is awarded the contract. Under the second option, instead of selling power to the DISCOMs, we can sell power directly to private entities. We have opted for the second option by selling power directly to the ultimate consumers at around ~Rs. 6.58 per unit, which has been priced at an average of around 7% discount to the prevailing per unit price of the power rates of the DISCOMs, less other adjustments. This rate is comparatively much higher than the rates under the first option, which currently averages to around ~Rs. 2.44 per unit. This linkage of rates to DISCOM rates provides us with flexibility in pricing, is easily acceptable to the customers and also provides us with an edge for marketing. Also under the current scenario, the units injected and not utilized by our customers are compensated by the DISCOMs at APPC (Average Pooled Purchase Cost) rate which is also higher than the rate quoted by the bidders under reverse bidding option under the first option.

As a result, even after offering a discount to the prevailing per unit price of the power rates of the DISCOMs, as per our management's estimates, our Company's tariff realization is much higher than that of other solar power producers who sell power under the first option. Our Company is one of the few solar IPPs who have entered into third party sale of solar power through open access contracts and sell power directly to the open access users. This gives both the parties a win-win situation, as we are getting a higher tariff realization than other players who have not opted to enter into third party sale of solar power through open access contracts and the ultimate consumer has a definite saving on the electricity charges. Further, our Company has an assured source of revenue by having entered into a PPA for off-take of our entire existing generating capacity of 15 MW. We have entered into PPAs for a period of 3 years with our customers to sell the power from Unit I of our solar power plant.

#### **(5) Experienced Promoter and management team**

Our Company is promoted by Mr. Faruk G. Patel, having more than 18 years of experience in diversified sectors including solar and wind energy space. Our COO, Mr. Shaheedul Hasan, has a bachelor's degree in Engineering in Electronics from Aligarh Muslim University and has more than 28 years of experience, across the entire lifecycle of operating a telecom network and solar power plant. Both of them have successfully completed a solar workshop organized by GERMI. Our Director, Mr. Santosh Singh, who is spearheading project execution, has a bachelor's degree in Engineering in Electrical & Electronics with expertise in project management and has completed several telecom projects and solar projects. Also, our Vice President (Projects), Mr. C.N. Raval, is a retired superintendent engineer from DGVCL and is the backbone of our backend design and operation team.

We believe that our management team is well qualified with vast industry experience and is instrumental for the growth in our operations. We also believe that the experience and relationships of our management team has extended our operating capabilities, improved the quality of our services and facilitated access to our customers. Due to the active involvement of our experienced Promoter and management team, our organization has achieved the desired results in time and cost-effective manner. We would continue to depend on the experience, leadership and vision of our Promoter and our management team to grow our business operations further.

#### **(6) Existing synergies within the promoter group**

Our promoter group entity, K P Buildcon Private Limited ("KPBPL") is involved in carrying out EPC activities for solar power projects with a capacity of more than 100 MW. KPBPL has the required manufacturing expertise of steel structures and has provided our Company with the required module mounting structure (MMS) and other steel structures needed in the solar power plant which has helped our Company to further reduce costs.

The existing infrastructure and engineering experience of our promoter group entity helps our Company to take advantage of various synergies within the group. Our promoter group entity involved in fabrication and galvanizing, is used by us as a vendor for construction of module mounting structure (MMS), the structure used to hold modules in place, at a desired angle and direction required in solar power project. We also believe that the business relations developed by our promoter group entities help us with cross-selling of our services.

#### **Key strategies**

We plan to enhance our position within the solar power sector by implementing the below mentioned strategies:

##### **(1) Capitalizing on the growth opportunities available in the renewable energy sector**

We believe that the renewable energy sector in India has strong development potential in light of the prevailing demand-supply gap, favorable government policies, related legislation promoting the use of renewable energy resources and growing awareness of the importance of reducing dependency on fossil fuels for environmental and energy security reasons. Electricity consumption in India is increasing rapidly, largely due to India's rapid industrial and economic growth. According to Central Electricity Authority, 9,363 MW of solar power capacity has been added in the FY 2018, increasing the capacity by 69% over the previous year addition of 5,526 MW of solar capacity in FY 2017 which in turn increased by 83% over the earlier capacity addition of 3,019 MW in FY 2016 (Source: [www.cea.nic.in](http://www.cea.nic.in)). The growth has been driven by favorable policy support by the Government of India, State Governments and improving regulatory framework by central electricity regulatory commission (CERC) and state electricity regulatory commissions (SERCs).

According to MNRE, India has solar power potential of ~749 GW out of which Gujarat has the potential of ~ 35 GW solar powers. According to the data available with SLDC, Gujarat's installed capacity is ~1,514 MW excluding rooftop solar and has targeted total solar installed capacity of 8,020 MW by FY 2022 (*Source: MNRE*). To help meet the growing demand for electricity and cope with continuing supply deficits, the Government of India has put in place relevant policies to encourage private sector investment in the creation of additional power generation capacity and, in particular, the development of the renewable energy sector, such as exemptions from the cross subsidy charge, additional surcharge, wheeling charge, reduced wheeling losses (3% as against 10%) and accelerated depreciation benefits. We believe that the confluence of these factors driving the growth in demand for electricity in India as well as the Government of India's policies aimed at incentivizing the development of the renewable energy sector will provide us with significant growth opportunities in the solar sector. We intend to continue to capitalize on these opportunities which will help us achieve growth objectives.

## **(2) Enhancement of installed capacity as an Independent Power Producer (IPP)**

Currently, our installed solar power projects have a capacity totaling to 15 MW. In order to cater to the proposed increased power requirement, we intend to increase our capacity and accordingly we are setting up a new solar power project with an additional capacity of 25 MW. Our Company has signed or is in the advanced stages of negotiations with few reputed entities for the purchase of solar power from our upcoming project through bilateral PPA for an initial period of 15 years, which can be extended on mutual agreement basis. Further, the terms of these PPA's would be backed by a bank guarantee to be provided by the customer, for an amount equal to the estimated average of 2 months billing amount, based on 20% CUF, thereby reducing our financial risk.

Further, our project site is surrounded by an adequate amount of vacant land which gives our Company an opportunity to further expand our capacity by acquiring such land and increasing our solar power generation capacity in future. Our transmission line to Amod Substation is capable of evacuating power upto 100 MW. Amod substation has already been approved for upgradation from 66 KV to 220 KV by GETCO which would result in not only enhancement in power intake capacity at that substation but will also offer reliability and availability of the network. Apart from Amod substation, we have Kurchan, Dahej, Vagra and Vilayat substations within a radius of 15 km from our solar power plant, which gives us an opportunity to transmit power to these substations, once the receiving capacity of the Amod substation has been exhausted. Accordingly, we will continue to increase our installed capacity for solar power project as an IPP in the future.

## **(3) Focus on sales from Captive Power Producer (CPP)**

We develop, transfer, operate and maintain grid connected solar power projects for CPP customers and generate revenue by selling these projects to CPP clients for their captive use requirements. Our focus area of business is the CPP segment wherein we develop the solar plant and sell it to potential customers, proposing to install a captive power plant. Our Company intends to increase specifically in the CPP segment. Further, the operations and maintenance of these CPP plants will also be a part of our agreement with CPP customers which results in an assured income of our Company for the definite period. Our Company has already successfully completed few CPP project totaling to 1.90 MW for our clients i.e. Laser Fibers Private Limited, Heema Processors and Rays Energy. Further, we have entered into LOI's with Shree Sachidanand Industries Private Limited, Prayagraj Dyeing & Printing Mills Private Limited, Shree Sant Krupa Silk Mills Private Limited, M S Synthetics and Sri Mahavir Crimpers for building upto 1.780 MW CPP projects which are in different stages of execution. We intend to focus at this segment for our future expansion.

## **(4) Optimal utilization of resources**

The solar power panels are designed to absorb the sunrays as a source of energy for generating electricity. Our company used 250 W panel solar modules for Unit I and the company proposes to use more efficient 320W-330W solar modules for the proposed Unit II. The use of higher efficiency solar panels helps to reduce the land and other BOS requirements and ultimately leads to cost savings. We constantly endeavor to modernize our infrastructure and improve methods of processing to optimize the utilization of resources. Our Company is successful in operating the plant with a capacity of 15 MW at a CUF of around 20.07% for FY 2018 and 17.53% for six months ended September 30, 2018. Our Company has an in house research and development team that oversees the solar power plant on a continuous basis and makes modification in the module positioning and string box arrangement to generate maximum electricity from sunlight. We plan to monitor the solar power plant on a continuous basis to make modifications which would lead to incremental CUF. We regularly analyze

existing policies and operations which enable us to identify areas of improvements and act on the same, which improves our efficiency and utilization of resources.

### **Business description**

In FY 2014, our Company diversified into renewable energy business to capitalize on the opportunities in the Indian solar power industry. Our Company started acquiring large parcels of lands at Sudi village and divided those into solar project industrial plots and converted the land into non-agricultural land for the purpose of setting up of solar power projects. Subsequently, we have forayed into solar power generation and have established a solar power plant of 15 MW (Unit I) at Solarism Plant, as an Independent Power Producer. We are also proposing to establish another 25 MW (Unit II) at this site. We have also initiated Captive Power Producer sales at this site. We had also undertaken construction of a residential flat earlier, which was since discontinued.

### **Solarism Plant**

Our Solarism Plant, comprising of land from Sudi, Samiyala & Tanchha village, Amod, Bharuch, Gujarat, is situated on the stretch of road from Bharuch to Jambusar. We are currently operating our Unit I, totaling to 15 MW from this site. We had earlier sold 49.22 acres of land at this site, which have been leased back to us. Our 5 MW solar power project is operating on this leasehold land of 20.40 acres situated at this site, while the balance 20.12 acres of leasehold land are earmarked for our future. We already own 74.08 acres of land at this site, wherein we have utilised 37.41 acres of land for our 10 MW solar power plant, have earmarked 17.88 acres of land for our proposed 25 MW solar power plant and further 18.79 acres of land for future. The current CPP project is on 6.13 acres of land sold and 2.57 acres of lease land. Additionally, for 40.74 acres of land, advance has been paid and for 38.25 acres of land, agreement to sell has been executed. The relevant details of the land are as provided as under:

Sr. No.	Particulars	Land for 5 MW (in acres)	Land for 10 MW (in acres)	Proposed Land for 25 MW (in acres)	Land sold/leased for 3.68MW CPP (in acres)	Proposed Land for future (in acres)	Total Land (in acres)*
1.	Land owned by our Company	-	37.41	17.88	-	18.79	74.08
2.	Land leased by our Company	20.40	-	-	8.70	20.12	49.22
3.	Land sold for CPP Sales	-	-	-	6.13	-	6.13
4.	Land to be acquired against which advance has been made	-	-	40.74	-	-	40.74
5.	Land to be acquired against which advance is yet to be made, and agreement to sell is executed	-	-	38.25	-	-	38.25
	<b>Total Land (Acres) (A)</b>	<b>20.40</b>	<b>37.41</b>	<b>96.87</b>	<b>14.83</b>	<b>38.91</b>	<b>208.42</b>
	Solar Power (MW) (B)	5	10	25	3.68		
	Land Per MW (A) / (B)	4.08	3.74	3.87	4.03		

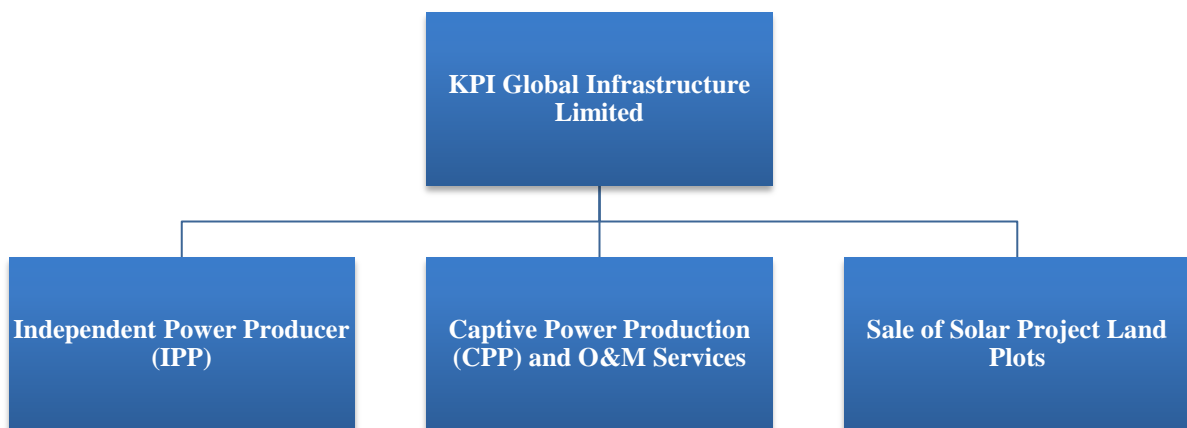
*\*Note: Out of the above 7.75 acre of land amounting to ₹ 145.00 Lakh has been acquired from our Promoter Director vide Agreement for sale dated March 01, 2014 read with amendment agreement dated April 06, 2015 further amended vide agreement dated December 13, 2018. Our Company has already paid full consideration and acquired possession of the said land. The final sale deed is yet to be executed.*

The following are select pictorial depiction of the actual images (aerial and ground view) of our Solarism Plant:



### Business verticals

We broadly classify our business operations into the following three segments:





**(A) Independent Power Producer (IPP) Sales**

Our primary business is generating and selling electricity from our own solar power projects as IPP under our brand ‘Solarism’. Our Company had initially commissioned and started commercial production of solar power project of 5 MW capacity on March 30, 2016 on 20.40 acres of land at Sudi & Tanchha village, Amod Tehsil, Bharuch District, Gujarat, taken on lease for a period of 25 years. Subsequently, our Company purchased another 55.29 acres of land at Sudi village, Amod Tehsil, Bharuch District, Gujarat, out of which approximately 37.41 acres of land is utilized for additional 10MW project which was installed by September 07, 2017 (both projects referred to as Unit I) and a balance of 17.88 acres of land at Sudi village was proposed to be utilised for our proposed 25MW solar power project (referred to as Unit II). For FY 2017 and FY 2018, Unit I has generated 55.32 Lakh units and 125.63 Lakh units of electricity with an average CUF of 20.01% and 20.07% respectively. For six months period ended September 30, 2018, Unit I has generated 66.45 Lakh units of electricity with an average CUF of 17.53% respectively. The average CUF during the 1<sup>st</sup> half of the year is generally lower as compared to the 2<sup>nd</sup> half of the year due to monsoon season. We are using the Poly Crystalline Technology for solar power generation for Unit I and plan to use the same for Unit II, as it is techno-commercially considered to be a viable option for solar power generation.

We have established a ~13.25 km long 66 KV transmission line from our Solarism Plant to the Amod Substation, using towers which are suitable for double circuit of ‘panther’ conductors enabling transmission upto 100 MW capacity of power. We have already obtained evacuation approval of 30 MW with application of additional 10MW evacuation permission submitted to GETCO. Further, our Company has already signed the connectivity agreement with GETCO, O&M Agreement with GETCO for 66 KV Transmission Line for 25 years.

We have entered into bilateral PPA’s for a period of 3 years with reputed industrial consumers such as Mafatlal Industries Limited (for their two units located at Navsari and one unit located at Nadiad), Best Paper Mills Private Limited (for their two units located at Vapi) and Meghmani Organics Limited (for their three units located at Dahej, Ankleshwar and Panoli) for direct sale of the solar power generated at our Solarism Plant. The rate of our PPAs are comparatively higher at around ~₹. 6.58 per unit, which have been priced at an average of around 7% discount to the prevailing per unit price of the power rates of the DISCOMs, less other adjustments.

For FY 2018 and six months period ended September 30, 2018, our total revenue from operations consisted of ₹ 795.65 Lakh and ₹ 422.41 Lakh respectively from IPP sales, which contributed around 25.21% and 23.27% respectively of our revenue from operations. Currently, after commencement of the further 10 MW and the proposed 25 MW, our IPP sales are proposed to grow. The following table illustrates some of the key details of our project:

Project Name	Capacity	Location	Commissioned / Installation date	Approximate Project Cost	Units Generated in FY 2018	Average CUF in FY 2018	Units Generated 6 month period September 30, 2018	Average CUF in six months period
Unit I	5 MW	Sudi & Tanchha village, Amod Tehsil, Bharuch, Gujarat	March 30, 2016	₹3,250 Lakh	125.63 Lakh	20.07%	66.45 Lakh	17.53%
	10 MW	Sudi village, Amod Tehsil, Bharuch, Gujarat	September 07, 2017	₹5,626 Lakh				

## **(B) Captive Power Producer (CPP) Sales**

Captive Power Producers (CPP's) are those entities who install a power project for their own consumption. The units generated from such projects are directly credited to the CPP's bill and subtracted from the units supplied by DISCOM, proving to be economically more viable and prudent source of power. According to Gujarat Solar Power Policy 2015, any electricity consumer can install its own solar power plant for its captive use. The Policy and Gujarat Electricity Regulatory Commission (GERC) Tariff Order also incentivize such solar captive plants by giving certain additional benefits, such as energy banking, exemptions from the cross subsidy charge, additional surcharge, wheeling charge, reduced wheeling losses (3% as against 10%) and accelerated depreciation benefits as well.

Additionally, as per the GERC (Procurement of Energy from Renewable Sources) Regulations, 2010, Renewable Purchase Obligation ("RPO") is applicable to Distribution Licensees and any other Captive & Open-Access users consuming electricity (i) generated from conventional Captive Generating Plant having capacity of 5 MW and above for his own use and/ or (ii) procured from conventional generation through open access and third-party sale ("Obligated Entities"). As per GERC, the RPO for all states and union territories of India, being the minimum quantum of purchase from Solar, for the FY 2017 and 2018 was 2.75% and 4.75% respectively of total consumption of electricity by an Obligated Entity and for the FY 2019, the RPO is 6.75% of total consumption of electricity by an Obligated Entity.

Our CPP customers will benefit by generating power for their captive use, thereby reducing their overall power cost and would also enable our CPP customers, who are Obligated Entities, for meeting their respective RPOs.

Our Company is developing and selling solar power plants to CPP customers. Under this business segment, our Company would either sell or lease, part of the solar power project land at Sudi village, Amod Tehsil, Bharuch, Gujarat (Solarism Plant), for the solar power plant of CPP customers, and develop the solar power project on behalf of the customers, by entering into a turnkey agreement for supplying the developed solar power project. This would enable the CPP customers to not only use a common pool of grid connected land to generate solar power, but also provide the ready-made infrastructure to evacuate power, using our transmission line from Solarism Plant to the Amod Substation. Additionally, our Company has the proven experience of building and operating similar sized solar power plants in the past, which would be an added benefit to our CPP customers.

The operations, maintenance and evacuation of power of our CPP customers are carried out by utilising our existing common infrastructure. Our Company collects charges from the customers for leasing the solar power project land as well as for operation and maintenance services. Under the CPP model, our Company shall receive income from sales at the time of selling the developed power plant to CPP customers as well as receive an annuity for operations, maintenance and evacuation of power. Our Company has successfully completed CPP project of 1.90 MW for our clients i.e. Laser Fibers Private Limited, Heema Processors and Rays Energy, which are commercially operational. Further, we have entered into LOI's with Shree Sachidanand Industries Private Limited, Prayagraj Dyeing & Printing Mills Private Limited, and Shree Sant Krupa Silk Mills Private Limited, M S Synthetics and Sri Mahavir Crimpers for building upto 1.780 MW CPP projects which are in different stages of execution.

For FY 2018 and six months period ended September 30, 2018, our total revenue from operations consisted of ₹ 397.74 Lakh and ₹ 860.14 Lakh respectively from CPP sales, which contributed around 12.60% and 47.38% respectively of our revenue from operations. Currently, after operationalization of the LOIs totaling upto 1.780 MW and the proposed utilisation of land earmarked for the purpose of CPP sales, our CPP sales are proposed to grow.

## **(C) Sale of solar power project land plots**

In the initial years of our business operations, we were engaged in sale of land parcel for solar project to third parties. Post sale of land parcels, if these parties were willing to lease it back to us on a long term basis for a period of 25 years, for establishing the solar power project, then we would enter into a lease agreement with them, whereby we would pay them a fixed lease rental for the period. Our Company had established our initial solar power plant of 5 MW on the plots from this leased land. The lease rentals on this leased land are ₹6,390 per month per plot comprising of around 150 square yards, totaling the leased rent to ₹ 522 Lakh and ₹ 329.84 Lakh for FY 2018 and six months period ended September 30, 2018 respectively.

For FY 2018 and six months period ended September 30, 2018, our total revenue from operations consisted of ₹1,962.15 Lakh and ₹ 474.43 Lakh respectively from sale of solar power project land, which contributed around 62.18% and 26.14% and respectively of our revenue from operations. Going forward, this activity is expected to reduce.

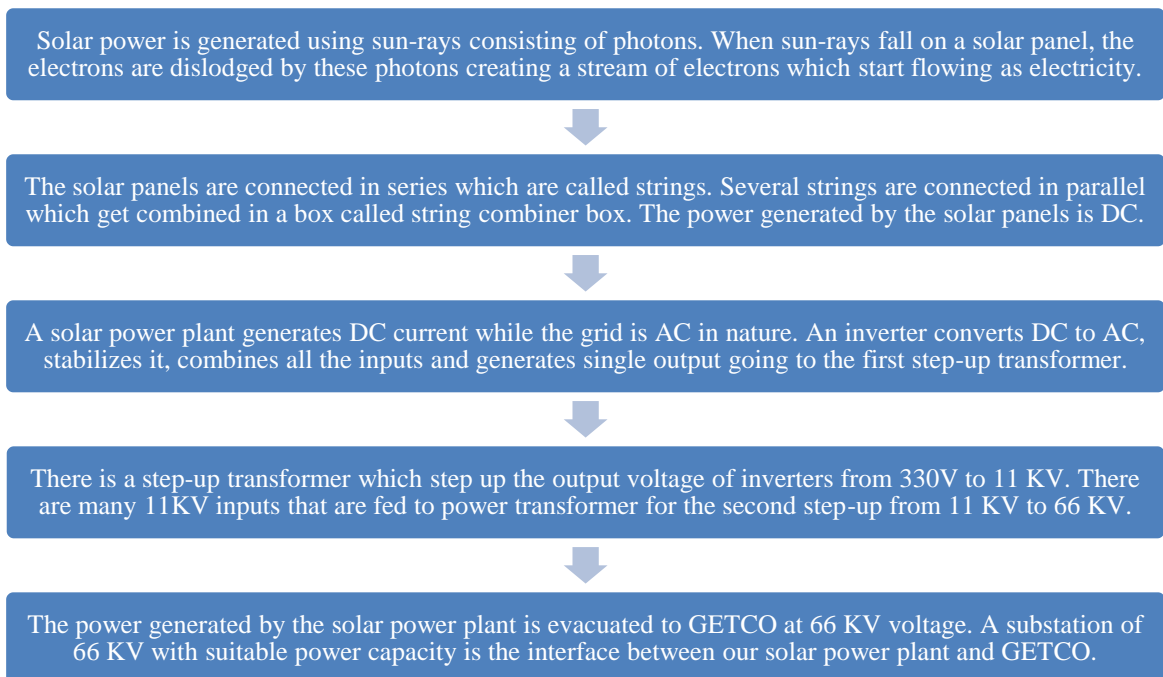
### **Group Companies**

K P Buildcon Private Limited (“K P Buildcon”) has a manufacturing facility of 1,25,000 square feet land area, having fabrication and hot dip galvanizing facility, all under one roof located at Dabhasa, Padra, Vadodara, Gujarat – 391440 with an annual installed capacity of 24000 MTs, equipped with latest modern machineries to handle heavy fabrication jobs. K P Buildcon is a GETCO approved supplier of up to 66 KV transmission line towers and substation structures and is also a MNRE and GEDA approved company for providing rooftop solar power plants and has successfully installed several power plants for various customers in the past few years.

K.P. Energy Limited (“KPEL”) is a BSE listed Company creating wind farm projects on turnkey basis for WTG manufacturers and investors or Independent Power Producers (IPPs). KPEL is primarily engaged in wind energy business which can be further classified into 3 activities (a) Wind Farm EPC (b) O&M of Wind Farms and (c) Energy Generation through its own 8.40 MW wind assets. KPEL has successfully commissioned wind power projects with a cumulative capacity of 170.40 MW at Ratdi, Kuchhdi, Matalpar and Mahuva in the districts of Porbandar and Bhavnagar of Gujarat while 38 MW is under commissioning in Mahuva and 300 MW project consisting of GE wind turbines are under progress in the windfarm of Kutch (Bhuj), Gujarat.

### **Technology and process**

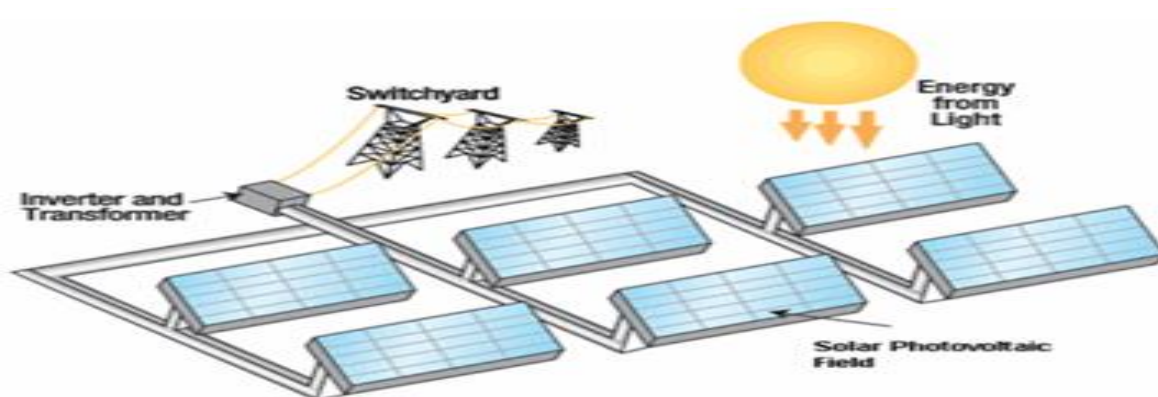
The following is a detailed depiction of the process of generation of solar power:



**Metering:** There is a suitable metering facility at our end of the Substation and at GETCO end for recording the number of units generated and injected. These meters as per the statutory requirements that records the units at an interval of every 15 minutes and stores the data for a definite period. These meters are connected to the State Load Dispatch Centre (SLDC) using a Remote Terminal Unit (RTU), consisting of a GPRS modem and a SIM card for data transmission which ensures that the on-line data is always available at SLDC end. The SLDC uploads the meter reading at its website every month which is final and binding for each party. Finally, there is an Availability Based Tariff (ABT) meter installed by DISCOM at consumer end recording the units consumed by the consumer. The available energy for set-off between injection points and drawl point is done after deducting the T&D losses from the injected units. These units are finally credited to the customer’s monthly energy bill.

## Power Generation Process from a Solar Photovoltaic Power Plant

Photovoltaic (PV) is the nomenclature for the method of converting solar energy into direct current electricity using semiconducting materials that exhibit the photoelectric effect. It is understood that light travels in form of packets of energy known as Photons. When a beam of light falls on the surface of photoelectric material like silicon, cadmium telluride, etc., then at the atomic level, the photons pass on the energy to the electrons orbiting on the outermost orbit around the nucleus of the atom. On receipt of energy, the electrons move to the excited state and subsequently float out as free electrons. The movement of these electrons (which are negatively charged) across the PV cell generates a potential difference (voltage difference), which in turn generates electricity. A number of solar cells electrically connected to each other, laminated under a glass and framed in aluminum support structure or frame is called a photovoltaic module or simply solar module or solar panel. Modules are designed to supply electricity at a certain voltage. Multiple modules can be wired together to form a solar photovoltaic array. The solar panel generates electricity in form of Direct Current (DC), while the power is supplied to the grid in form of Alternating Current ('AC'). Hence inverters, which are an electrical device for conversion of DC to AC, are used to convert the electricity generated by the arrays. Subsequently it is fed to the transformer for stepping up the voltage, from where it is connected to the grid. This has been depicted here:



## Installed capacity and capacity utilization

Capacity utilization factor ("CUF") is the ratio of the actual output of our solar power plants over the reporting period to their potential output if it were possible for them to operate uninterruptedly at full rated capacity for that entire operating period. The variability in CUF is a result of differences in radiation at various times of the day as well as during different seasons in a year, cloud covers, the daily rotation of the earth, equipment efficiency, cable losses, breakdowns of transmission systems and grid availability. We track CUF as a core measure of the performance of our solar power projects. A high CUF results in increased electricity generation and indicates high operating efficiency and also validates our value engineering and operations research. The actual installed capacity and capacity utilization factor for the previous years are given in the below table:

Particulars	FY 2017			FY 2018			Six months period ended September 30, 2018		
	Installed Capacity (MW)	Units generated (in Lakh)	CUF (%)	Installed Capacity (MW)	Units generated (in Lakh)	CUF (%)	Installed Capacity (MW)	Units generated (in Lakh)	CUF (%)
<b>Solar Power</b>	5 MW	55.32 Units	20.01%	15 MW	125.63 Units	20.07%	15 MW	66.45 Units	17.53 %

## Key Processes

### Power evacuation arrangements

Our Company has already established a ~13.25 km long 66 KV transmission line and connected it to the GETCO substation at Amod, District Bharuch, Gujarat through a network of 56 transmission tower / poles. We have already entered into Connectivity Agreement and O&M Agreement with GETCO for the existing 15 MW capacity. We have also received evacuation approval for additional 15 MW from GETCO taking total

evacuation to 30 MW capacity. Additionally, an approval for another 10 MW evacuation has been sought from GETCO. The necessary transmission charges are paid to GETCO, as determined by GERC on an annual basis.

### **Environmental matters**

Our operations do not generate any effluent. The generation of solar power is eco-friendly and pollution free and is categorized as 'Green Power'. Our company is committed to provide a safe, clean and healthy environment.

### **Our Customers / Marketing and Selling Arrangements**

Our Company has entered into Power Purchase Agreement (PPA) for our previous two projects of 5 MW and 10 MW initially for 3 years which are proposed to be extended on expiry of the term. Our Company proposes to enter into long term power purchase agreement (PPA) with subsequent private entities for a period of 15 years. The rate of our PPAs are around ₹ 6.58 per unit, which have been priced at an average of around 7% discount to the prevailing per unit price of the power rates of the DISCOMs, less other adjustments. This linkage of rates to DISCOM rates provides us with flexibility in pricing, is easily acceptable to the customers and also provides us with an edge for marketing. Also under the current scenario, the units injected and not utilized by our customers are being compensated by the DISCOMs at APPC (Average Power Purchase Cost) rate. The following is the list of the PPAs entered into by our Company for off-take of power from Unit I (15 MW):

<b>Sr. No.</b>	<b>Customer Name</b>	<b>PPA Capacity (in MW)*</b>	<b>Location</b>
1.	Mafatlal Industries Limited	2.875 MW	Nadiad
2.	Mafatlal Industries Limited	2.000 MW	Navsari
3.	Mafatlal Industries Limited	1.750 MW	Navsari
4.	Best Paper Mills Private Limited, Unit-1	1.250 MW	Vapi
5.	Best Paper Mills Private Limited, Unit-2	2.000 MW	Vapi
6.	Meghmani Organics Limited	1.250 MW	Dahej
7.	Meghmani Organics Limited	1.350 MW	Ankleshwar
8.	Meghmani Organics Limited	2.000 MW	Panoli
9.	L&T-MHPS Boilers Private Limited	1.250 MW	Hazira

\* With +/- 5% tolerance

We have entered into PPAs for Unit II (25 MW) as below:

<b>Sr. No.</b>	<b>Customer Name</b>	<b>PPA Capacity (in MW)</b>	<b>Location</b>
1.	United Phosphorous Limited	7.000 MW	Jhagadia
2.	United Phosphorous Limited	1.800 MW	Ankleshwar
3.	United Phosphorous Limited	2.200 MW	Vapi
4.	L&T MHPS Turbine and Generators Private Limited	2.575 MW	Hazira
5.	Larsen & Toubro Limited	1.700 MW	Hazira
6.	Larsen & Toubro Limited	1.500 MW	Hazira
7.	Colourtex Industries Private Limited	5.000 MW	Sachin
8.	Colourtex Industries Private Limited	5.000 MW	Pandesara

\* *With +/- 5% tolerance*

### **Competition**

India is facing a power deficit scenario where demand for electricity outstrips its supply. Currently in FY 2018 the average demand deficit is at 0.7% while peak demand deficit is 2.0% (Source: www.powermin.nic.in). Because of this demand-supply gap signifying the potential of power generation in general and green power in particular, we feel that there is space for all existing players. However, we believe that due to our continued commitment to quality, past record and transparency, this will provide us with an edge over our competitors.

### **Collaborations**

We have not entered into any technical or other collaboration till date for any of our business segments.

## Export Obligations

As on date, our Company does not have any export obligation.



## Other key resources

### Human resources

We maintain cordial relationship with our employees. The details of our employees as on September 30, 2018 are:

Sr. No.	Department wise bifurcation	Number
1.	Marketing	11
2.	Accounts, Finance and Compliance	11
3.	Operations and Maintenance	9
4.	Office Functions	7
5.	Customer Relations	5
6.	Quality Control	2
7.	Purchase	2
	<b>Total</b>	<b>47</b>

### Intellectual property

We have not yet obtained registration for our business logo “” and hence we do not enjoy the statutory protection accorded to a registered trademark. We have made an application dated May 5, 2015 for registration of our corporate logo, which has since been objected by a certain third party. Our corporate logo “” is registered in the name of K P Buildcon Private Limited. Our Company has entered into an agreement with KP Buildcon Private Limited, dated March 24, 2013, for the use of the said trademark by our Company. The Agreement is valid until terminated by both the parties. Further, our Company had paid ₹ 1 in consideration for usage of corporate Logo to K P Buildcon Private Limited. For further details, kindly refer to the section titled “*Risk Factors*” beginning on page 22 of this Prospectus.

### Properties

The following are the details of the freehold properties owned by our Company:

Sr. No.	Address	Purpose	Area (Acres)
1.	Block Number 398 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	8.12
2.	Block Number 367 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	4.72
3.	Block Number 383/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	3.60
4.	Block Number 380 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.95
5.	Block Number 414 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.35
6.	Block Number 415 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.95
7.	Block Number 337 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.12
8.	Block Number 354 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.55
9.	Block Number 373 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.05
10.	Block Number 374 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.90
11.	Block Number 375 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.95
12.	Block Number 377 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.92
13.	Block Number 408/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.70
14.	Block Number 409 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	3.07
15.	Block Number 413 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.45
16.	Block Number 389 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	10.13
17.	Block Number 390 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	7.75*

Sr. No.	Address	Purpose	Area (Acres)
18.	Block Number 386/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.29
19.	Block Number 364/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.72
20.	Block Number 387/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.75
21.	Block Number 340 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.46
22.	Block Number 341/B - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.72
23.	Block Number 422/2 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	4.22
24.	Block Number 416 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	4.60
25.	Block Number 420 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	5.03
26.	Block Number 341/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.00

Note:

1. Certain freehold properties listed above are provided as security to State Bank of India for credit facility extended by them to our Company. For further details, kindly refer the chapter titled "Financial Indebtness" beginning on page 216 of this Prospectus.
2. The above 7.75 acre of land amounting to ₹ 145.00 Lakh has been acquired from our Promoter Director vide Agreement for sale dated March 01, 2014 read with amendment agreement dated April 06, 2015 further amended vide agreement dated December 13, 2018. Our Company has already paid full consideration and acquired possession of the said land. The final sale deed is yet to be executed.

The following are the details of the leasehold properties of our Company:

Sr. No.	Address	Purpose	Area (Acres)
1.	Block Number 364/B - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.53
2.	Block Number 365 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.66
3.	Block Number 358/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.61
4.	Block Number 138 - Tanchha Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	12.90
5.	Block Number 363 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.70
6.	Block Number 391 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	2.25
7.	Block Number 393 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	7.12
8.	Block Number 372 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	3.45
9.	Block Number 379 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.90
10.	Block Number 382 - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	1.10
11.	Block Number 387/B - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	4.16
12.	Block Number 388/A - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	0.12
13.	Block Number 388/B - Sudi Village, Amod Tehsil, Bharuch, Gujarat	Solar Power Project	8.71

## Insurance

Our operations are subject to risks inherent in solar power generation business such as earthquakes and flood. Our principal types of coverage include insurance for standard fire & special perils, machine breakdown, electronic instrument, burglary etc. As on the date of Prospectus, of our Company has ₹ 15,279.84 Lakh of insurance cover. The following is the list of policies taken by our Company to cover the aforesaid risks:

Sr. No	Type of Insurance	Sum Assured (₹ in lakh)	Insurer	Expiry Date (DD/MM/YYYY)
1.	Standard Fire & Special Perils Insurance (Material Damage)	7,183.00	SBI General Insurance Company Limited	13/09/2019
2.	Burglary Insurance	7,183.00	SBI General Insurance Company Limited	13/09/2019
3.	Machinery breakdown	250.25	SBI General Insurance Company Limited	17/11/2019
4.	Electronic Equipment Insurance	326.32	SBI General Insurance Company Limited	17/11/2019

Sr. No	Type of Insurance	Sum Assured (₹ in lakh)	Insurer	Expiry Date (DD/MM/YYYY)
5.	Employee Compensation Insurance	252.60	Future Generali India Insurance Company Limited	13/06/2019
6.	Motor Commercial Vehicle Package Policy	45.86	Reliance General Insurance Company Limited	23/03/2019
7.	Motor Commercial Vehicle Package Policy	11.96	Reliance General Insurance Company Limited	30/03/2019
8.	Motor Commercial Vehicle Package Policy	9.70	Tata AIG General Insurance Company LTD	27/10/2019
9.	Motor Commercial Vehicle Package Policy	10.30	ICICI Lombard General Insurance Company Limited	07/02/2019
10.	Motor Commercial Vehicle Package Policy	5.85	Magma HDI General Insurance Company Limited	27/12/2018

### Awards & Achievements

Our Company and our Promoter have received the following awards and recognitions for our business, till date:

- (1) 2016: Excellence In Solar Park Award – 2016 from Mission Energy Foundation, Mumbai, India.
- (2) 2017: Sthapatya – From The Institute of Civil Engineers & Architects
- (3) 2018: Udyog – Road towards Globalization
- (4) 2018: Legends of Surat – 2018 Award from Gujarat Mitra (Newspaper) to our Promoter Mr. Faruk G Patel



## **KEY INDUSTRY REGULATIONS AND POLICIES**

*The following description is a summary of the relevant regulations and policies as prescribed by the Government of India and other regulatory bodies that are applicable to our Company being a part of the new and renewable energy industry. The information detailed in this chapter has been obtained from various legislations, including rules and regulations promulgated by the regulatory bodies that are available in the public domain. The regulations and policies set out below may not be exhaustive, and are only intended to provide general information to the investors and are neither designed nor intended to be a substitute for professional advice. Our Company may be required to obtain licenses and approvals depending upon the prevailing laws and regulations as applicable. For details of such approvals, kindly refer to the chapter on “Government and other Key Approvals”.*

### **INDUSTRY-SPECIFIC REGULATIONS**

#### **Central Electricity Laws/Regulations/Policies**

The Electricity Act, 2003 and the Energy Conservation Act, 2001 and rules and regulations made there under primarily govern the legislative framework of the electricity sector in India.

#### **The Electricity Act, 2003 (“Electricity Act”)**

The Electricity Act repealed the previous Indian legislation pertaining to electricity in India, namely the Indian Electricity Act, 1910, the Electricity (Supply) Act, 1948 and the Electricity Regulatory Commissions Act, 1998. The object of the Electricity Act is to consolidate the laws relating to *inter-alia* the generation, transmission, distribution, trading and use of electricity. The Electricity Act *inter-alia* provides for constitution of the Central Electricity Authority to exercise such functions and perform such duties as are assigned to it thereunder, including *inter-alia* advising the Central Government on matters relating to national electricity policy, formulating short term and perspective plans for development of the electricity system. It also provides for the constitution of the Central Electricity Regulatory Commission for exercising the powers and discharging the functions assigned to it thereunder, including *inter-alia* regulating tariffs of generating companies, granting of licenses, formulating the Grid Code as well as advising on formulation of the National Electricity Policy and Tariff Policy. It also *inter-alia* provides for constitution of the State Electricity Regulatory Commissions for formulating the State Grid Code, granting licenses to electricity traders/distributors, facilitate intra-state transmission and wheeling of electricity.

#### **The National Electricity Policy, 2005**

On February 12, 2005, the Ministry of Power notified the National Electricity Policy. The National Electricity Policy lays down guidelines for accelerated development of the power sector, providing supply of electricity to all areas and protecting interests of consumers and other stakeholders keeping in view availability of energy resources, technology available to exploit these resources, economics of generation using different resources, and energy security issues. The National Electricity Policy aims to address the following issues:

Rural Electrification;  
Generation;  
Transmission;  
Distribution;  
Recovery of Cost of services and targeted subsidies;  
Technology development and Research and Development;  
Competition aimed at consumer benefits;  
Financing power sector Programmes including private sector participation;  
Energy conservation;  
Environmental issues;  
Training and Human Resource Development;  
Cogeneration and Non-Conventional Energy Sources; and  
Protection of consumer interests and Quality Standards.

### **The National Electricity Plan, 2016**

The National Electricity Plan was prepared by the Central Electricity Authority (“CEA”) and may be used by prospective generating companies, transmission utilities and transmission/distribution licensees as reference document. The National Electricity Plan is a short-term framework of five years with a 15 (fifteen) year perspective to *inter-alia* identify areas/locations for capacity additions in generation and transmission of electricity keeping in view the economics of generation and transmission, losses in the system, load centre requirements, grid stability, security of supply, quality of power including voltage profile, etc.; integration of such possible locations with transmission system and development of national grid including type of transmission systems and different technologies available for efficient generation, transmission and distribution.

### **The National Tariff Policy, 2016 (“National Tariff Policy”)**

The Electricity Act *inter-alia* empowers the Central Government to formulate the National Tariff Policy and also *inter-alia* requires that the Central Electricity Regulatory Commission and State Electricity Regulatory Commissions are guided by the tariff policy in discharging their functions. Accordingly, the Ministry of Power has formulated the National Tariff Policy which lays down the following objectives:

1. Ensuring availability of electricity to consumers at reasonable and competitive rates;
2. Ensuring financial viability of the sector and attracting investments;
3. Promoting transparency, consistency and predictability in regulatory approaches across jurisdictions and minimizing perception of regulatory risks;
4. Promoting competition, efficiency in operations and improvement in quality of supply.

The National Tariff Policy has *inter-alia* laid emphasis on the importance of providing adequate return on investment in the power sector. Accordingly, the Central Electricity Regulatory Commission (“CERC”) in consultation with the Central Electricity Authority would be required to formulate operating norms for generation and transmission and tariff structures on the basis of the aforesaid objectives embodied in the National Tariff Policy. The State Electricity Regulatory Commissions are further required to adopt such norms formulated by the CERC in consultation with the CEA. The National Tariff Policy also mandates that in terms of the Electricity Act, the Appropriate Commission shall specify the minimum percentage for purchase of energy produced from non-conventional energy sources.

### **Strategic Plan for New and Renewable Energy Sector for the Period 2011-17 (“Strategic Plan”)**

The Ministry of New and Renewable Energy (“MNRE”) has prepared this Strategic Plan for the period 2011-17 (covering the last year of the 11th plan and the next 5 years period of the 12th plan) and perspective till 2022, which seeks to articulate the goals of the Ministry, the strategy to be adopted by it during this period to achieve these goals and the corresponding action plan. MNRE’s Strategic Plan *inter-alia* sets out as its key components:

1. Vision, Mission and Objectives to be achieved by the end of the year 2022;
2. Strategy for promoting the sector and achieving desired outcomes;
3. Implementation plan outlining the timelines, resources required and tools for tracking and measuring success.

The vision of MNRE is to upscale and mainstream the use of new and renewable energy sources in furtherance of the national aim of energy security and energy independence, with attendant positive impact on local, national and global environment. One of the key objectives of the MNRE is promotion of grid-interactive renewable power generation projects.

In terms of the Strategic Plan, the MNRE is to continue to work closely with Central and State Regulatory Agencies to promote facilitative framework for promotion of renewable energy technologies which includes a wide array of issues.

### **The Legal Metrology Act, 2009 (“Legal Metrology Act”)**

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 Legal Metrology Act *inter-alia* requires any person who manufactures, repairs or sells, or offers, exposes or possesses for repair or sale, any weight or measure, to obtain a license issued by the Controller of Legal Metrology. It has been clarified that no license to repair is required by a manufacturer for repair of his own weight or measure in a State other than the State of manufacture of the same. The Legal Metrology Act *inter-alia* provides that any person who is required to obtain a license under the Legal Metrology Act or the rules made thereunder, repairs or sells, or offers, exposes or possesses for repair or sale, any weight or measure, without being in possession of a valid license, will be punished in the first instance with fine and for a subsequent offence, with imprisonment and/or fine.

### **Authorities and Organizations**

#### **Ministry of Power**

The Ministry of Power governs the electricity sector in India and is responsible for perspective planning, policy formulation, processing of projects for investment decisions, monitoring of the implementation of power projects, training and manpower development and the administration and enactment of legislation in regard to thermal, hydro power generation, transmission and distribution. The Ministry of Power is also responsible for the administration of the Electricity Act, 2003, the Energy Conservation Act, 2001 and the rules and regulations made there under.

#### **Ministry of New and Renewable Energy**

MNRE is the nodal ministry for all matters relating to renewable energy. MNRE was established in 1992 as Ministry of Non-Conventional Energy. In the year 2006, it was renamed as MNRE. The MNRE aims to develop new and renewable energy technologies, processes, materials, components, sub-systems, products and services pertaining to renewable energy in India thereby assisting in meeting the demand for power in India. The MNRE has announced various schemes for generation of power from renewable energy sources. It has further established specialist financial and technical institutions to complement its role in development of the solar energy sector in India. The Solar Power Division of MNRE has been dedicated by MNRE to facilitate solar power projects in India. The MNRE also aims to become a net foreign exchange earner in the renewable energy sector.

#### **National Institute of Solar Energy (“NISE”)**

National Institute of Solar Energy (NISE), an autonomous institution of Ministry of New and Renewable (MNRE), is the apex National R&D institution in the field Solar Energy. The Government of India has converted 25 year old Solar Energy Centre (SEC) under MNRE to an autonomous institution in September, 2013 to assist the Ministry in implementing the National Solar Mission and to coordinate research, technology and other related works. National Institute of Solar Energy as an apex institute of the Ministry of New and Renewable Energy, in the area of solar energy is undertaking activities related to research & development, testing, certification, standardization, skill development, resource assessment and awareness in the field of solar energy and associated technologies. .

#### **Gujarat Urja Vikas Nigam Ltd. (“GUVNL”)**

The Gujarat Electricity Industry (Reorganization & Regulation) Act, 2003, was passed by the Government of Gujarat to restructure the electricity industry with an aim to improve efficiency in management and delivery of services to consumers. Under the provisions of the Electricity Act, 2003 and the Gujarat Electricity Industry (Reorganization & Regulation) Act, 2003, the Government of Gujarat framed the Gujarat Electricity Industry Re-organization & Comprehensive Transfer Scheme, 2003, to facilitate transfer of assets/liabilities etc. of the erstwhile Gujarat Electricity Board to the successor entities. Assets of the erstwhile Gujarat Electricity Board were dis-aggregated into six companies – one company each engaged in generation and transmission of electricity and four in distribution of electricity. GUVNL was mainly incorporated to take over the assets, liabilities & personnel of the erstwhile Gujarat Electricity Board and to carry out the residual functions of the erstwhile Gujarat Electricity Board. GUVNL is *inter-alia* engaged in the business of bulk purchase and sale of electricity, supervision, co-ordination and facilitation of the activities of its six subsidiary companies. Gujarat Energy Transmission Corporation Limited (“GETCO”) was set up in May 1999 and was promoted by erstwhile Gujarat Electricity Board as its wholly owned subsidiary. Presently, GETCO is a wholly owned subsidiary of GUVNL and is *inter-alia* engaged in the activity of transmission of electricity.

### **Gujarat Energy Development Agency (“GEDA”)**

The Gujarat Energy Development Agency is one of the premier organizations in India working in the field of renewable energy development and energy conservation. GEDA shoulders the responsibility of a state nodal agency for the Ministry of New and Renewable Energy Sources and the state designated agency for Bureau of Energy Efficiency. GEDA has played a pioneering role in the development of a long-term renewable policy and implementation of sustainable energy programmes across the State of Gujarat. GEDA *inter-alia* aims at making renewable energy and energy efficient technologies economically and commercially viable.

### **Gujarat Electricity Regulatory Commission (“GERC”)**

The Gujarat Electricity Regulatory Commission has the mandate to regulate the Electricity Sector in the State of Gujarat in a transparent, effective and efficient manner so as to safeguard the interests of consumers. GERC has been taking effective steps in promoting renewable sources of energy. The GERC has as its functions various activities, *inter-alia* including to promote generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, determine the tariff for generation, supply, transmission and wheeling of electricity and issue licenses to persons seeking to act as transmission licensees, distribution licensees and electricity traders with respect to their operations within the State of Gujarat.

### **State Electricity Laws/Regulations/Policies**

In the State of Gujarat, the regulatory authority responsible for the development and promotion of renewable energy is Gujarat Energy and Development Agency (“GEDA”). The Government of Gujarat and GEDA play an active role in development of renewable energy by implementing various guidelines issued by MNRE.

### **Gujarat Wind-Solar Hybrid Power Policy, 2018 (“the Gujarat Wind-Solar Power Policy”)**

The Gujarat Wind-Solar Hybrid Power Policy shall come into effect from the date of issuance and shall be operative for a period of 5 (five) years from the date of issuance. The Gujarat Wind- Solar Hybrid Power Policy *inter-alia* provides that *inter-alia*, a company shall be eligible for setting up Solar Power Plants either for captive use and/or for sale of electricity, in terms of the Electricity Act, 2003 as amended from time to time. It has been clarified that the use of electricity for own consumption at his end use location/s by the owner of the Solar Power Plants shall be considered as captive use. Further, the Gujarat Wind-Solar Power Policy, 2018 stipulates that the Solar Power Plants may be set up at sites notified by Gujarat Energy Development Agency and/or any other sites identified as potential site, within the State by the Nodal Agency or Developer/s. The Solar Power Plants may be set up on private land, or revenue wasteland allotted by the State Government/GEDA land, if available. The allotment of GEDA land on lease shall be done upon approval of a Coordination Committee as constituted under the Gujarat Wind-Solar Power Policy. With respect to sale of electricity the Gujarat Wind-Solar Power Policy provides for both, sale to distribution utilities, being GUVNL and/or any distribution licensee as well as to third parties. Moreover, the Gujarat Wind-Solar Power Policy *inter-alia* provides that each distribution licensee shall purchase electricity generated from all renewable energy sources including solar energy, as per orders of the Gujarat Electricity Regulatory Commission (“GERC”). Solar Power Plants installed and commissioned during the operative period shall be eligible for the incentive under this policy for a period of twenty five years from the date of commissioning or of the life span of the solar panels, whichever is earlier. Under the Gujarat Wind-Solar Power Policy the electricity generated from the solar panels shall be exempted from payment of electricity duty in accordance with Gujarat Electricity Duty Act, 1958 as amended from time to time. Wheeling of solar energy for third party sale and captive use shall be exempted from cross subsidy charge. Further, in terms of the Gujarat Wind-Solar Power Policy, the evacuation facility from the solar plant sub-station to the Gujarat Energy Transmission Corporation Limited (“GETCO”) sub-station within the range of 100km shall be erected by the developer at their own cost and beyond this limit, GETCO shall erect the evacuation facilities.

### **Gujarat Electricity Industry (Reorganization and Regulation) Act, 2003 (“GEI Act”)**

The GEI Act seeks to provide for reorganization and rationalization of electricity industry in the State of Gujarat and for establishing an Electricity Regulatory Commission in the State for regulating the electricity industry and for matters connected therewith or incidental thereto. The GEI Act *inter-alia* provides for the establishment of the Gujarat Electricity Regulatory Commission (“GERC”). The GERC is to perform functions as stipulated in the GEI Act, *inter-alia* including (a) the regulation of purchase, transmission, distribution, supply and utilization

of electricity, the quality of service and the tariff and charges payable for the transmission, distribution or supply of electricity; (b) the issue of licenses in the manner provided; (c) formulation of standards, codes and practices for operation of the State Grid and the power system; and (d) promotion of efficient utilization and conservation of electricity, reduction of wastes and losses in the use of electricity.

## **LABOUR LAWS**

### **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. All employees in establishments covered by the ESI Act are required to be insured, with an obligation imposed on the employer to make certain contributions in relation thereto. Employers of factories and establishments covered under the ESI Act are required to pay contributions to the Employees State Insurance Corporation, in respect of each employee at the rate prescribed by the Central Government. Companies which are controlled by the Government are exempt from this requirement if employees receive benefits similar or superior to the benefits prescribed under the ESI Act. In addition, the employer is also required to register itself under the ESI Act and maintain prescribed records and registers.

### **Employees Provident Fund and Miscellaneous Provisions Act, 1952 (“EPF Act”)**

Under the EPF Act, compulsory provident fund, family pension fund and deposit linked insurance are payable to employees in factories and other establishments. The legislation provides that an establishment employing more than 20 (twenty) persons, either directly or indirectly, in any capacity whatsoever, is either required to constitute its own provident fund or subscribe to the statutory employee’s provident fund. The employer of such establishment is required to make a monthly contribution to the provident fund equivalent to the amount of the employee’s contribution to the provident fund. There is also a requirement to maintain prescribed records and registers and filing of forms with the concerned authorities. The EPF Act also prescribes penalties for avoiding payments required to be made under the abovementioned schemes.

### **Payment of Gratuity Act, 1972**

The Payment of Gratuity Act, 1972 provides for payment of gratuity to employees employed in factories, shops and other establishments who have put in a continuous service of 5 (five) years, in the event of their superannuation, retirement, resignation, death or disablement due to accidents or diseases. The rule of ‘five year continuous service’ is however relaxed in case of death or disablement of an employee. Gratuity is calculated at the rate of 15 (fifteen) days’ wages for every completed year of service with the employer. Presently, an employer is obliged for a maximum gratuity payout of Rs.10,00,000/- (Rupees Ten Lakh Only) for an employee.

### **Payment of Gratuity (Gujarat) Rules, 1973**

Every employee who has rendered continuous service for not less than 5 (five) years shall be entitled to gratuity on his superannuation or on his retirement or resignation or on his death or disablement application can be mute in Form-I. In case of seasonal establishments, gratuity shall be payable at the rate of 7 (seven) days wages for each season. The maximum gratuity payable under this Act is Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only).

### **The Minimum Wages Act, 1948 (“MW Act”)**

The MW Act was enacted to establish minimum wages for certain categories of employees. Under this Act, the Central and the State Governments stipulate the scheduled industries and establishments and fix minimum wages.

### **Gujarat Minimum Wages Rules, 1961 (“GMW Rules”)**

The minimum wages are fixed in Gujarat on the advice of the State level minimum wage advisory committee. This advisory committee consists of the members of both employers and employees and also other experts. The GMW Rules *inter-alia* provides that every employer shall pay the minimum wages for the scheduled employment under the Minimum Wages Act, 1948. There is also a provision to fix hours of work overtime and

wages for overtime. The claim for non-payment of minimum wages shall be filed before the concerned area Labour Court. Penalties are provided in the Act for violations of provision of Act read with the Rules.

### **Payment of Bonus Act, 1965**

Pursuant to the Payment of Bonus Act, 1965, as amended, an employee in a factory and every other establishment where 20 (twenty) or more persons are employed on any day during an accounting year, who has worked for at least 30 (thirty) working days in a year, is eligible to be paid a bonus. Contravention of the provisions of the Payment of Bonus Act, 1965 by a company is punishable with imprisonment upto 6 (six) months or a fine up to Rs.1,000/- (Rupees One Thousand Only) or both.

### **The Maternity Benefit Act, 1961**

The purpose of the Maternity Benefit Act, 1961 is to regulate the employment of pregnant women in certain establishments for certain periods and to ensure that they get paid leave for a specified period before and after childbirth, or miscarriage or medical termination of pregnancy. It *inter-alia* provides for payment of maternity benefits, medical bonus and prohibits the dismissal of and reduction of wages paid to pregnant women.

### **The Payment of Wages Act, 1936 (“PW Act”)**

The PW Act is applicable to the payment of wages to persons in factories and other establishments. The PW Act ensures that wages that are payable to the employee are disbursed by the employer within the prescribed time limit and no deductions other than those prescribed by the law are made by the employer.

### **The Gujarat Payment of Wages Rules, 1963**

The Gujarat Payment of Wages Rules, 1963 provides for instructions and directions of payment and wages to the workmen and employers. The employer is bound to maintain the register with the details of name of the employee, his wages, D.A. etc. If there is any breach of contract, the employer is not supposed to deduct the wages without any proper reason and serving a notice to the concerned employee. Any officer can visit the factory or any industrial unit for inspection as per the Act and ask for the register and other documents which are to be maintained by the employer.

### **Equal Remuneration Act, 1976**

Equal Remuneration Act, 1976 provides for payment of equal remuneration to men and women workers and for prevention discrimination, on the ground of sex, against female employees in the matters of employment and for matters connected therewith.

### **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“SHWW Act”)**

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 provides for the protection of women at work place and prevention of sexual harassment at work place. The SHWW Act also provides for a redressal mechanism to manage complaints in this regard. Sexual harassment includes one or more of the following acts or behaviour namely, physical contact and advances or a demand or request for sexual favours or making sexually coloured remarks, showing pornography or any other unwelcome physical, verbal or non-verbal conduct of sexual nature. The SHWW Act makes it mandatory for every employer of a workplace to constitute an Internal Complaints Committee which shall always be presided upon by a woman. It also provides for the manner and time period within which a complaint shall be made to the Internal Complaints Committee i.e. a written complaint is to be made within a period of 3 (three) months from the date of the last incident. If the establishment has less than 10 (ten) employees, then the complaints from employees of such establishments as also complaints made against the employer himself shall be received by the Local Complaints Committee. The penalty for non-compliance with any provision of the SHWW Act shall be punishable with a fine extending to Rs. 50,000/- (Rupees Fifty Thousand Only).

### **Industrial Disputes Act, 1947 (“ID Act”) and Industrial Dispute (Central) Rules, 1957**

The ID Act and the Rules made thereunder provide for the investigation and settlement of industrial disputes. The ID Act was enacted to make provision for investigation and settlement of industrial disputes and for other

purposes specified therein. Workmen under the ID Act have been provided with several benefits and are protected under various labour legislations, whilst those persons who have been classified as managerial employees and earning salary beyond a prescribed amount may not generally be afforded statutory benefits or protection, except in certain cases. Employees may also be subject to the terms of their employment contracts with their employer, which contracts are regulated by the provisions of the Indian Contract Act, 1872. The ID Act also sets out certain requirements in relation to the termination of the services of the workman. The ID Act includes detailed procedure prescribed for resolution of disputes with labour, removal and certain financial obligations up on retrenchment. The Industrial Dispute (Central) Rules, 1957 specify procedural guidelines for lock-outs, closures, lay-offs and retrenchment.

### **Industrial Disputes (Gujarat) Rules, 1966**

The Rules provide for investigation and settlement of industrial disputes through Conciliation, Board of Conciliation, Labour Courts, Industrial Tribunals, National Industrial Tribunals, Arbitrators, etc. The Rules cover all aspects of strikes & lockouts, unfair labour practices on the part of employers and employees.

## **ENVIRONMENT RELATED LAWS**

### **Environment Protection Act, 1986 and Environment (Protection) Rules, 1986**

The Environmental Protection Act, 1986 is an "umbrella" legislation designed to provide a framework for co-ordination of the activities of various Central and State authorities established under various laws. The potential scope of the Act is broad, with "environment" defined to include water, air and land and the interrelationships which exist among water, air and land, and human beings and other living creatures, plants, micro-organisms and property. Further, The Ministry of Environment and Forests looks into Environment Impact Assessment. The Ministry receives proposals for expansion, modernization and setting up of projects and the impact which such projects would have on the environment is assessed by the Ministry before granting clearances for the proposed projects.

## **TAX RELATED LEGISLATIONS**

### **Income-tax Act, 1961 ("IT Act")**

The IT Act is applicable to every company, whether domestic or foreign whose income is taxable under the provisions of the IT Act or Rules made thereunder depending upon its "Residential Status" and "Type of Income" involved. The IT Act provides for the taxation of persons resident in India on global income and persons not resident in India on income received, accruing or arising in India or deemed to have been received, accrued or arising in India. Every company assessable to income tax under the IT Act is required to comply with the provisions thereof, including those relating to Tax Deduction at Source, Advance Tax, Minimum Alternative Tax and like. Every such company is also required to file its returns by September 30 of each assessment year.

### **Central Goods and Services Tax Act, 2017**

The Central Goods and Services Tax Act, 2017 ("CGST Act") regulates the levy and collection of tax on the intra- State supply of goods and services by the Central Government or State Governments. The CGST Act amalgamates a large number of Central and State taxes into a single tax. The CGST Act mandates every supplier providing the goods or services to be registered within the State or Union Territory it falls under, within 30 days from the day on which he becomes liable for such registration. Such registrations can be amended, as well as cancelled by the proper office on receipt of application by the registered person or his legal heirs. There would be four tax rates namely 5%, 12%, 18% and 28%. The rates of GST applied are subject to variations based on the goods or services.

Under GST, SGST is a tax levied on Intra State supplies of both goods and services by the State Government and will be governed by the SGST Act. CGST will also be levied on the same Intra State supply but will be governed by the Central Government. The Gujarat Goods and Services Tax Act, 2017 are applicable to the Company.

### **Integrated Goods and Services Tax Act, 2017**

Integrated Goods and Services Tax Act, 2017 (“IGST Act”) is a Central Act enacted to levy tax on the supply of any goods and/ or services in the course of inter-State trade or commerce. IGST is levied and collected by Centre on interstate supplies. The IGST Act sets out the rules for determination of the place of supply of goods. Where the supply involves movement of goods, the place of supply shall be the location of goods at the time at which the movement of goods terminates for delivery to the recipient. The IGST Act also provides for determination of place of supply of service where both supplier and recipient are located in India or where supplier or recipient is located outside India. The provisions relating to assessment, audit, valuation, time of supply, invoice, accounts, records, adjudication, appeal etc. given under the CGST Act are applicable to IGST Act.

### **Gujarat State Tax On Profession, Trades, Callings and Employment Act, 1976 (“Professional Tax Act”)**

This Professional Tax Act aims to provide for the levy and collection of a tax on professions, trades, callings and employments for the benefit of the State. The tax payable under the Professional Tax Act by any person earning a salary or wage, shall be deducted by his employer from the salary or wage payable to such person, before such salary or wage is paid to him, and such employer shall, irrespective of whether such deduction has been made or not, when the salary or wage is paid to such person, be liable to pay tax on behalf of all such persons. The Professional Tax Act *inter-alia* requires every employer liable to pay tax under the Professional Tax Act to obtain a certificate of registration from the prescribed authority. The Professional Tax Act also *inter-alia* requires every person liable to pay tax under the Professional Tax Act (other than a person earning salary or wages, in respect of whom the tax is payable by the employer), to obtain a certificate of enrolment from the prescribed authority.

For details of our Company’s material registrations under the applicable the tax legislations, kindly refer to the Chapter titled “Government and Other Key Approvals” beginning on page 227 of this Prospectus.

### **OTHER LAWS**

#### **Gujarat Shops and Establishments Act, 1948**

Our Company has its registered office at: Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395 009, Gujarat, India. Accordingly, the provisions of the Gujarat Shops and Establishments Act, 1948 are applicable to our Company. These provisions regulate the conditions of work and employment in shops and commercial establishments and generally prescribe obligations in respect of *inter-alia* registration, opening and closing hours, daily and weekly working hours, holidays, leave, health and safety measures, and wages for overtime work.

#### **Transfer of Property Act, 1882 (“TP Act”)**

The transfer of property, including immovable property, between living persons, as opposed to the transfer property by operation of law, is governed by the TP Act. The TP Act establishes the general principles relating to the transfer of property, including among other things, identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property. Transfer of property is subject to stamping and registration under the specific statutes enacted for the purposes which have been dealt with hereinafter.

The TP Act recognizes, among others, the following forms in which an interest in an immovable property may be transferred:

*Sale:* The transfer of ownership in property for a price, paid or promised to be paid.

*Mortgage:* The transfer of an interest in property for the purpose of securing the payment of a loan, existing or future debt, or performance of an engagement which gives rise to a pecuniary liability. The TP Act recognises several forms of mortgages over a property.



*Charges:* Transactions including the creation of security over property for payment of money to another which are not classifiable as a mortgage. Charges can be created either by operation of law, e.g. decree of the court attaching to specified immovable property, or by an act of the parties.

*Leases:* The transfer of a right to enjoy property for consideration paid or rendered periodically or on specified occasions.

*Leave and License:* The transfer of a right to do something upon immovable property without creating interest in the property.

Further, it may be noted that with regards to the transfer of any interest in a property, the transferor transfers such interest, including any incidents, in the property which he is capable of passing and under the law, he cannot transfer a better title than he himself possesses.

### **The Registration Act, 1908 (“Registration Act”)**

The Registration Act was passed to consolidate the enactments relating to the registration of documents. The main purpose for which the Registration Act was designed was to ensure information about all deals concerning land so that correct land records could be maintained. The Registration Act is used for proper recording of transactions relating to other immovable property also. The Registration Act provides for registration of other documents also, which can give these documents more authenticity. Registering authorities have been provided in all the districts for this purpose.

### **The Indian Stamp Act, 1899 (“Stamp Act”)**

Stamp duty in relation to certain specified categories of instruments as specified under Entry 91 of the list, is governed by the provisions of the Stamp Act which is enacted by the Central Government. All other instruments are required to be stamped, as per the rates prescribed by the respective State Governments. Stamp duty is required to be paid on all the documents that are registered and as stated above the percentage of stamp duty payable varies from one State to another. Certain State in India have enacted their own legislation in relation to stamp duty while the other State have adopted and amended the Stamp Act, as per the rates applicable in the State. On such instruments stamp duty is payable at the rates specified in Schedule I of the Stamp Act. Instruments chargeable to duty under the Stamp Act which are not duly stamped are incapable of being admitted in court as evidence of the transaction contained therein. The Stamp Act also provides for impounding of instruments which are not sufficiently stamped or not stamped at all. Unstamped and deficiently stamped instruments can be impounded by the authority and validated by payment of penalty. The amount of penalty payable on such instruments may vary from State to State.

### **Gujarat Stamp Act, 1958 (“Gujarat Stamp Act”)**

The Gujarat Stamp Act prescribes the different rates of duties on the instruments falling within the various descriptions set-out in Schedule I of the Gujarat Stamp Act. Such instruments are chargeable with the highest of the duty prescribed. In addition, the Gujarat Stamp Act also prescribes methodology for adjudication, refund of duties, grievance processes and prosecutions. The Collector is normally vested with the power of adjudication. If a document is not stamped or adequately stamped, it is likely to be impounded.

### **The Indian Contract Act, 1872 (“Contract Act”)**

The Contract Act codifies the way in which a contract may be entered into, executed, implementation of the provisions of a contract and effects of breach of a contract. A person is free to contract on any terms he chooses. The Contract Act consists of limiting factors subject to which contract may be entered into, executed and the breach enforced. It provides a framework of rules and regulations that govern formation and performance of contract. The contracting parties themselves decide the rights and duties of parties and terms of agreement.

### **The Specific Relief Act, 1963 (“Specific Relief Act”)**

The Specific Relief Act is complimentary to the provisions of the Contract Act and the TP Act, as the Specific Relief Act applies both to movable property and immovable property. The Specific Relief Act applies in cases where the Court can order specific performance of a contract. Specific relief can be granted only for purpose of enforcing individual civil rights and not for the mere purpose of enforcing a civil law. ‘Specific performance’

means Court will order the party to perform his part of agreement, instead of imposing on him any monetary liability to pay damages to other party.

### **Competition Act, 2002 (“Competition Act”)**

The Competition Act aims to prevent anti-competitive practices that cause or are likely to cause an appreciable adverse effect on competition in the relevant market in India. The Competition Act regulates anti-competitive agreements, abuse of dominant position and combinations. The Competition Commission of India (“**Competition Commission**”) which became operational from May 20, 2009 has been established under the Competition Act to deal with inquiries relating to anti-competitive agreements and abuse of dominant position and regulate combinations. The Competition Act also provides that the Competition Commission has the jurisdiction to inquire into and pass orders in relation to an anti-competitive agreement, abuse of dominant position or a combination, which even though entered into, arising or taking place outside India or signed between one or more non-Indian parties, but causes an appreciable adverse effect in the relevant market in India.

### **The Companies Act, 1956**

The Companies Act, 1956 deals with laws relating to companies and certain other associations. It was enacted by the parliament in 1956. The Act primarily regulates the formation, financing, functioning and winding up of companies. The Companies Act, 1956 prescribes regulatory mechanism regarding all relevant aspects, including organizational, financial and managerial aspects of companies. It deals with issue, allotment and transfer of securities and various aspects relating to company management. It provides for standard of disclosure in public issues of capital, particularly in the fields of company management and projects, information about other listed companies under the same management, and management perception of risk factors. In the functioning of the corporate sector, although freedom of companies is important, protection of the investors and shareholders, on whose funds they flourish, is equally important. The Companies Act, 1956 plays the balancing role between these two competing factors, namely, management autonomy and investor protection.

### **The Companies Act, 2013**

The Companies Act, 2013, has been introduced to replace the existing Companies Act, 1956 in a phased manner. The Ministry of Corporate Affairs has vide its notification dated September 12, 2013 has notified 98 Sections of the Companies Act, 2013 and the same are applicable from the date of the aforesaid notification. A further 183 Sections have been notified on March 26, 2014 and have become applicable from April 1, 2014. The Companies (Amendment) Act, 2015 has *inter-alia* amended various Sections of the Companies Act, 2013 to take effect from May 29, 2015. Further, vide the Companies (Amendment) Act, 2015, Section 11 of the Companies Act, 2013 has been omitted and Section 76A has been inserted in the Companies Act, 2013. The Ministry of Corporate Affairs, has also issued rules complementary to the Companies Act, 2013 establishing the procedure to be followed by companies in order to comply with the substantive provisions of the Companies Act, 2013.

### **The Trademarks Act, 1999 (“Trademarks Act”)**

Under the Trademarks Act, a trademark is a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others used in relation to goods and services to indicate a connection in the course of trade between the goods and some person having the right as proprietor to use the mark. A ‘mark’ may consist of a device, brand, heading, label, ticket, name signature, word, letter, numeral, shape of goods, packaging or combination of colours or any combination thereof. Section 18 of the Trademarks Act requires that any person claiming to be the proprietor of a trade mark used or proposed to be used by him, must apply for registration in writing to the registrar of trademarks. The trademark, once applied for and which is accepted by the Registrar of Trademarks (“**the Registrar**”), is to be advertised in the trademarks journal by the Registrar. Oppositions, if any, are invited and, after satisfactory adjudications of the same, a certificate of registration is issued by the Registrar. The right to use the mark can be exercised either by the registered proprietor or a registered user. The present term of registration of a trademark is 10 (ten) years, which may be renewed for similar periods on payment of a prescribed renewal fee.

### **The Copyright Act, 1957 (“Copyright Act”)**

The Copyright Act grants protection to the authors of literary, artistic, dramatic, musical, photographic, cinematographic or sound recording works from unauthorized uses. Various rights including ownership and

economic rights are conferred on the author. These include the right to reproduce the work in any form, issue copies to the public, perform it, and offer for sale and hire. The penalty for general infringement of copyright is imprisonment of maximum 3 (three) years and a fine of up to Rs.2,00,000/- (Rupees Two Lakh Only).

## **REGULATIONS REGARDING FOREIGN INVESTMENT**

### **Foreign Exchange Management Act, 1999 (“the FEMA”)**

Foreign investment in companies in the trading sector is governed by the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) read with the applicable regulations. The Department of Industrial Policy and Promotion (“**DIPP**”), Ministry of Commerce and Industry has issued the Consolidated FDI Policy which consolidates the policy framework on Foreign Direct Investment (“**FDI Policy**”), with effect from August 28, 2017. The FDI Policy consolidates and subsumes all the press notes, press releases, and clarifications on FDI issued by DIPP till August 27, 2017. All the press notes, press releases, clarifications on FDI issued by DIPP till August 27, 2017 stand rescinded as on August 28, 2017.

In terms of the FDI Policy, Foreign investment is permitted (except in the prohibited sectors) in Indian companies either through the automatic route or the Government route, depending upon the sector in which foreign investment is sought to be made. In terms of the FDI Policy, the work of granting government approval for foreign investment under the FDI Policy and FEMA Regulations has now been entrusted to the concerned Administrative Ministries/Departments.

FDI for the items or activities that cannot be brought in under the automatic route may be brought in through the approval route. Where FDI is allowed on an automatic basis without the approval of the Government, the RBI would continue to be the primary agency for the purposes of monitoring and regulating foreign investment. In cases where Government approval is obtained, no approval of the RBI is required except with respect to fixing the issuance price, although a declaration in the prescribed form, detailing the foreign investment, must be filed with the RBI once the foreign investment is made in the Indian company.

In terms of the FDI Policy, no sectoral cap has been provided for the sector in which our Company operates accordingly, foreign investment is allowed up to 100% under automatic route in our Company.

RBI has issued Master Direction- Foreign Investment in India dated January 4, 2018. In terms of the Master Direction, an Indian company may issue fresh shares to persons resident outside India (who are eligible to make investments in India, for which eligibility criteria are as prescribed). Such fresh issue of shares shall be subject to inter-alia, the pricing guidelines prescribed under the Master Directions.

The RBI, in exercise of its power under the FEMA, has also notified the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 to prohibit, restrict or regulate, transfer by or issue of security to a person resident outside India. Foreign investment limit is allowed up to 100% under automatic route in our Company, subject to appropriate approvals of the shareholders in general meeting.

## HISTORY AND CORPORATE STRUCTURE

### Brief history of our Company

#### Incorporation

Our Company was incorporated as “K.P.I. Global Infrastructure Limited” on February 01, 2008 under the Companies Act, 1956 in the state of Maharashtra vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. Our Company obtained Certificate of Commencement of Business on August 22, 2008 issued by Registrar of Companies, Maharashtra, Mumbai. The Corporate Identity Number of our Company is U40102GJ2008PLC083302.

#### Change in address of Registered Office of our Company

Date	Details of registered office	Reason for change
At Incorporation	C/O, R. Kantilal & Co. 71/73, Old Hanuman Lane, Picat Road, Kalbadevi, Mumbai - 400062, Maharashtra, India	-
December 2, 2013	A2/601, Rose Nagar, Nr. Shirin Villa, Kausa, Mumbra, Thane – 400612, Maharashtra, India	For effective and efficient business
April 15, 2015	Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat -395009, Gujarat, India.	For effective and efficient business

#### Main Objects of our Company

The main object of our Company as per Clause III of Memorandum of Association is -

- To carry on the business of and act as promoters, organizers, consultants and developers in real estate and agents of lands, estate, property industrial estate, housing schemes, shopping / office complexes, township, warehouses, farm-houses, holiday resorts and building for hotels, motels, factories and to deal with purchase, sell, such properties, either as owner and/or agents.*
- To carry on the business of construction and to act as builders, contractors of prefabricated concrete buildings and constructional works and contractors, decorators, architects, surveyors, designers, constructional engineers sanitary and water engineers and plumbers and to erect, construct, re-construct, alter, improve, decorate, furnish and maintain houses, buildings or all descriptions, commercial centres, hotels in connection with any building or building or schemes, roads, large projects, entertainment house, highways, docks, tramways, bridges, canals, wells, sprints, dams, gardens, power plants, culverts, earthwork, channels, bowers, sewers, tanks, drains, wharfs, ports, reservoirs, sewages, embarkment, irrigations, reclamations, improvements, sanitations, clubs, tanks, schools, hospitals, restaurants, bath, places of workshop, playgrounds, parks, libraries, reading rooms, vehicle stands, shops, carriges dairy farms of any other structural or architectural work of any kind and for such purposes to prepare estimates, designs, plans, specifications, models, that may be require including preparations of layouts, develop, erect, demolish, recreate, prepare, re-model, execute, undertake, establish, acquire, maintain, control, manage, take on lease, purchase or acquire any work in connection with the above and generally to deal with and improve the property of the company by any other property and to undertake or direct the construction, development and the management of the property, buildings, land and estate (of any tenure or kind) any to acquire by purchase, lease, exchange, hire or otherwise lands and property of in the same and to sell or otherwise dispose of the land houses, buildings and other property of the company.*
- To carry on, manage, supervise and control the business of transmitting, manufacturing, supplying, generating, trading, distributing and dealing in electricity and all forms of energy and power generated by any source whether nuclear, steam, hydro or tidal, water, wind, solar, hydrocarbon fuel or any other form, kind or description.*
- To generate, accumulate, transmit, distribute, purchase, sell and supply electric power or any other energy from conventional/non-conventional energy by Bio-Mass, Hydro, Solar, Thermal, Gas, Air through renewable energy sources or another means/ source on a commercial basis and to construct, lay down, establish, operate and maintain power/energy generating stations, including buildings, structures, works, machineries, equipments, cables, wires, lines, accumulators, lamps, and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, Engineering, operating, running, leasing, transferring or establishing Power plants and Plants based on conventional or non-conventional energy source, thermal power plants, atomic power plants, solar energy plants, wind energy plants,*

*mechanical, electrical, hydel, civil engineering works, steam Turbines, Switch Yards, Transformer Yards, Sub stations, Transmission Lines, Accumulators, Workshops and to carry on the business of Energy Generation, transmission, distribution, manufacturing, trading, import, export, installation, and operation of Solar systems for energy generation including Solar Photovoltaic, Solar Thermal and any other Solar based devices used in households, industry and commercial establishments.”*

#### **Amendments to the MOA of our Company since incorporation**

<b>Sr. No.</b>	<b>Date of approval of amendment</b>	<b>Clause Amended</b>	<b>Nature of amendment</b>
1.	July 25, 2013	Clause V Authorized Share Capital	Increase in authorized share capital from ₹ 1,00,00,000 divided into 10,00,000 Equity Shares of ₹ 10 each to ₹ 3,00,00,000 divided into 30,00,000 Equity Shares of ₹ 10 each.
2.	August 23, 2013	Clause III Object Clause	The following object clause III(A)(3) was inserted: <i>“To carry on, manage, supervise and control the business of transmitting, manufacturing, supplying, generating, trading, distributing and dealing in electricity and all forms of energy and power generated by any source whether nuclear, steam, hydro or tidal, water, wind, solar, hydrocarbon fuel or any other form, kind or description.”</i>
3.	January 20, 2015	Clause II	Change in Registered Office of the Company from State of Maharashtra to state of Gujarat
4.	June 13, 2015	Clause V Authorized Share Capital	Increase in authorized share capital from ₹ 3,00,00,000 divided into 30,00,000 Equity Shares of ₹10 each to ₹ 4,00,00,000 divided into 40,00,000 Equity Shares of ₹ 10 each.
5.	January 20, 2016	Clause V Authorized Share Capital	Increase in authorized share capital from ₹ 4,00,00,000 divided into 40,00,000 Equity Shares of ₹10 each to ₹ 5,00,00,000 divided into 50,00,000 Equity Shares of ₹ 10 each.
6.	January 30, 2017	Clause V Authorized Share Capital	Increase in authorized share capital from ₹ 5,00,00,000 divided into 50,00,000 Equity Shares of ₹10 each to ₹ 5,50,00,000 divided into 55,00,000 Equity Shares of ₹ 10 each.
7.	January 17, 2018	Clause V Authorized Share Capital	Increase in authorized share capital from ₹ 5,50,00,000 divided into 55,00,000 Equity Shares of ₹10 each to ₹ 20,00,00,000 divided into 2,00,00,000 Equity Shares of ₹10 each.
8.	January 17, 2018	Clause III Object Clause	The following object clause III(A)(4) was inserted: <i>“To generate, accumulate, transmit, distribute, purchase, sell and supply electric power or any other energy from conventional/non-conventional energy by Bio-Mass, Hydro, Solar, Thermal, Gas, Air through renewable energy sources or another means/ source on a commercial basis and to construct, lay down, establish, operate and maintain power/energy generating stations, including buildings, structures, works, machineries, equipments, cables, wires, lines, accumulators, lamps, and to undertake or to carry on the business of managing, owning, controlling, erecting, commissioning, Engineering, operating, running, leasing, transferring or establishing Power plants and Plants based on conventional or non-conventional energy source, thermal power plants, atomic power plants, solar energy plants, wind energy plants, mechanical, electrical, hydel, civil engineering works, steam Turbines, Switch Yards, Transformer Yards, Sub stations, Transmission Lines, Accumulators, Workshops and to carry on the business of Energy Generation, transmission, distribution, manufacturing, trading, import, export, installation, and operation of Solar systems for energy generation including Solar Photovoltaic, Solar Thermal and any other Solar based devices used in households, industry and commercial establishments.”</i>

## Major Events in our Company

The timelines of the major events in the history of our Company are set forth hereunder:

Year of Event	Event
2008	▪ Incorporation of company as K.P.I. Global Infrastructure Limited.
2012	▪ MOU signed for land acquisition of about 260 Acres with land owners
2013	▪ MOU with Government of Gujarat in Vibrant Gujarat 2013 for 15MW of Solar Power Plant ▪ Application to Gujarat Energy Development Agency (GEDA) for registration of 15MW ground mounted solar power plant under REC Scheme ▪ Receipt of feasibility study from GETCO for power evacuation
2014	▪ Start of 66KV Transmission Line construction
2015	▪ Signing of MOU with Government of Gujarat in vibrant Gujarat 2015 for next 15MW ▪ Starting of land clearing and Construction at project site including boundary walls, access road and internal roads ▪ Signing of first PPA for 2 MW with Mafatlal Industries Limited, Navsari
2016	▪ Received GEDA Commissioning Certificate of first 1.5 MW of Solar Power Plant and beginning of power injection to grid ▪ Signing of first Medium Term Open Access Approval (MTOA) with GETCO
2017	▪ Signing of MOU with Government of Gujarat in vibrant Gujarat 2017 for next 20 MW ▪ GETCO Approval for next 15 MW (Total 30 MW) evacuation ▪ GETCO Approval for laying of second circuit on 66 KV Transmission line using Panther conductor
2018	▪ Received GEDA Registration Certificate for developing next 25 MW Solar Power Capacity at Sudi ▪ Signed Facility Agreement with PFC to part finance 25MW solar project ▪ Received CEIG Approval for charging of 25MVA, 11/66KV power transformer at our 66KV Substation

## Awards, Achievement, Recognition and Certification

Year	Details
2016	Solar Innovation & Excellence Award – Excellence in Solar Park – Rise 2016
2017	Sthapatya – The Institute of Civil Engineers & Architects
2018	Udyog - Road towards Globalization

## Other details regarding our Company

For details regarding the description of our Company's profile, activities, marketing, location of plants, capacity built – up, management, managerial competence, technology, market, environmental issues etc. wherever applicable, kindly refer the chapters titled “*Our Business*”, “*Financial Statements*”, “*Management's Discussion and Analysis of Financial Condition and Results of Operations*” and “*Government and other Approvals*” beginning on pages 106,162,204 and 227 respectively of this Prospectus.

## Time and Cost Overrun

Our Company has not experienced any significant time and cost overrun in relation to our projects.

## Defaults or Rescheduling of Borrowings with Financial Institutions/ Banks

There are no defaults or rescheduling of borrowings from financial institutions or banks in relation to our Company.

## Revaluation of assets

Our Company has not revalued its assets since incorporation and has not issued any Equity Shares by capitalizing any revaluation reserves.

**Our Holding Company**

As of the date of this Prospectus, our Company does not have any holding company.

**Our Subsidiary Company**

As on the date of this Prospectus, our Company does not have any subsidiary company.

**Acquisition of Businesses / Undertakings**

Our Company has not made any material acquisitions or divestments of businesses / undertakings in the last 10 (ten) years.

**Mergers and Amalgamation**

There has been no merger or amalgamation of business or undertakings in the history of our Company.

**Shareholders Agreements**

Our Company has not entered into any shareholders' agreement as on the date of this Prospectus.

**Agreements with key managerial personnel or a Director or Promoter or any other employee of the Company**

There are no agreements entered into by Key Managerial Personnel or a Director or Promoter or any other employee of the Company, either by themselves or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company.

**Other Material Agreements**

Our Company has not entered into any agreements/arrangements otherwise than in the normal course of business of our Company or at any time during two years preceding the date of this Prospectus.

**Strategic and Financial Partners**

Our Company does not have any Strategic and Financial Partner(s) as on the date of this Prospectus.

## OUR MANAGEMENT

### Board of Directors

In terms of Article 155 of the AOA, our Company is required to have not less than 3 (three) Directors and not more than 15 (fifteen) Directors.

Currently, our Company has 7 (seven) Directors on the Board out of which 3 (three) are Independent Directors and one is Woman Director. The composition of the Board of Directors is governed by the provisions of the Companies Act. The following table sets forth details regarding our Board as on the date of this Prospectus:

Sr. No.	Name, Designation, Address, Occupation, Nationality, Term and DIN	Age	Other Directorships
1	<p><b>Name: Mr. Faruk G. Patel</b></p> <p><b>Address:</b> A-602, Firdaus Apartment, near Fazal Tower, Adajan Patiya, Surat – 395009, Gujarat, India.</p> <p><b>Date of Birth:</b> March 24, 1972</p> <p><b>Designation:</b> Chairman &amp; Managing Director</p> <p><b>DIN:</b> 00414045</p> <p><b>Occupation:</b> Business</p> <p><b>Term of appointment / Re-appointment:</b> For a period of 5 Years w.e.f. January 17, 2018</p> <p><b>Nationality:</b> Indian</p>	46	<p>1. K.P. Energy Limited</p> <p>2. K.P. Structural &amp; Galvanising Private limited</p> <p>3. K P Buildcon Private Limited</p> <p>4. Evergreen Mahuva Windfarms Private Limited</p> <p>5. Wind Farm Developers Private Limited</p> <p>6. K.P Energy Mahua Windfarms Private limited</p> <p>7. Ungarn Renewable Energy Private Limited</p> <p>8. KP Sor-Urja Limited</p> <p>9. KP Human Development Foundation</p> <p>10. HGV DTL Transmission Projects Private Limited</p> <p>11. VG DTL Transmission Projects Private Limited</p>
2	<p><b>Name: Mr. Santosh Singh</b></p> <p><b>Address:</b> Flat No. -102, Tapovan Complex, Palanpur, Adajan, Siddhi Vinayak Park,, Surat 395007, Gujarat, India.</p> <p><b>Date of Birth:</b> July 2, 1980</p> <p><b>Designation:</b> Whole Time Director</p> <p><b>DIN:</b> 08042286</p> <p><b>Occupation:</b> Professional</p> <p><b>Term of appointment / Re-appointment:</b> For a period of 5 Years w.e.f. January 17, 2018 (Liable for retire by rotation)</p> <p><b>Nationality:</b> Indian</p>	38	-
3	<p><b>Name: Ms. Bhadrabala D. Joshi</b></p> <p><b>Address:</b> 6, Shrinagar Society, Ghoddod Road, Surat- 395001, Gujarat, India.</p> <p><b>Date of Birth:</b> April 10, 1958</p> <p><b>Designation:</b> Director</p>	60	<p>1. K.P. Energy Limited</p>



Sr. No.	Name, Designation, Address, Occupation, Nationality, Term and DIN	Age	Other Directorships
	<b>DIN:</b> 07244587		
	<b>Occupation:</b> Professional		
	<b>Term of appointment / Re-appointment:</b> Liable to retire by Rotation		
	<b>Nationality:</b> Indian		
4	<b>Name: Mr. Rajnikant H. Shah</b>  <b>Address:</b> 117, Nehru nagar Society, behind Shopping Centre, Icchanath, Umra, Surat - 395007 Gujarat, India.	65	1. Shreeji Automart Private Limited 2. Mitul Marketing Private Limited
	<b>Date of Birth:</b> November 17, 1953		
	<b>Designation:</b> Director		
	<b>DIN:</b> 00113675		
	<b>Occupation:</b> Business		
	<b>Term of appointment / Re-appointment :</b> Liable to retire by Rotation		
	<b>Nationality:</b> Indian		
5	<b>Name: Mr. Raghavendra Rao Bondada</b>  <b>Address:</b> 1-1-107/66 and 67, Vorla Shankaramma colony, Vijaya High School, ECIL, Hyderabad – 500062, Telngana, India	44	1. K.P. Energy Limited 2. Bondada Engineering Private Limited 3. Smartbrix Infra Technologies Private Limited 4. Proaxive Tech Solutions Private Limited
	<b>Date of Birth:</b> May 16, 1974		
	<b>Designation:</b> Independent Director		
	<b>DIN:</b> 01883766		
	<b>Occupation:</b> Professional		
	<b>Term of appointment / Re-appointment :</b> For a period of 5 Years w.e.f. January 17, 2018		
	<b>Nationality:</b> Indian		
6	<b>Name: Mr. Mohamed Hanif Mohamed Habib Dalchawal</b>  <b>Address:</b> 12/1496, Behind Parsi General Hospital, Chimanlal Clerk Road, Shahpore, Surat – 395003, Gujarat, India.	62	-
	<b>Date of Birth:</b> June 9, 1956		
	<b>Designation:</b> Independent Director		
	<b>DIN:</b> 08042299		

Sr. No.	Name, Designation, Address, Occupation, Nationality, Term and DIN	Age	Other Directorships
	<b>Occupation:</b> Professional		
	<b>Term of appointment / Re-appointment :</b> For a period of 5 Years w.e.f. January 17, 2018		
	<b>Nationality:</b> Indian		
7	<b>Name: Mr. Vendhan G. Mudaliar</b>	45	-
	<b>Address:</b> 65/510, Gujarat Housing Board, Hatkeshwar Circle Khokhra, Amraiwadi, Ahmedabad – 380026, Gujarat, India.		
	<b>Date of Birth:</b> June 10, 1973		
	<b>Designation:</b> Independent Director		
	<b>DIN:</b> 08042293		
	<b>Occupation:</b> Professional		
	<b>Term of appointment / Re-appointment :</b> For a period of 5 Years w.e.f. January 17, 2018		
	<b>Nationality:</b> Indian		

#### Brief Profile of our Directors

**Mr. Faruk G. Patel**, aged 46 years, is the Chairman and Managing Director of our Company. He is the founding promoter of our company. He has completed Matriculation from Gujarat secondary and higher secondary education board. He has vast business experience of over 18 years. He has been instrumental in ushering the growth in operations of the company. He began his business career in the year 1994 by starting a venture engaged mainly in logistics and construction of residential buildings. He is also a Managing Director on the board of one of our Group Companies, K.P. Energy Limited. He has been awarded as ‘Legends of Surat 2018’ by Gujaratmitra.

**Mr. Santosh Singh**, aged 38 years, is Whole Time Director of our Company. He has completed his Primary as well as Secondary Education from the U.P. Board. He has completed his B.Tech in Electrical & Electronics Engineering from Ideal Institute of Technology, Ghaziabad. He was working as a Civil Project leader in one of our Group Companies, K.P. Buildcon Private Limited in the past. Currently, He is working as DGM – Operation Civil in our Company and since January 17, 2018, he has been associated as Whole time Director of our Company.

**Ms. Bhadrabala D. Joshi**, aged 60 years, is the Director of our Company. She has completed B.Pharm from Gujarat University. She has also completed LL.B. from South Gujarat University. She is admitted as Advocate on the state roll maintain by The Bar Council of Gujarat. Currently, she is one of the members of the Panel of Approved Advocates of Nationalized Banks at Surat such as IDBI, Dena Bank, Canara Bank, Central Bank of India, Syndicate Bank, Punjab National Bank. She is associated with our Company since January 17, 2018.

**Mr. Rajnikant H. Shah**, aged 65 years, is the Director of our Company. He has completed B.Com from Barfiwala College, Surat. He is associated with our Company since October 30, 2015.

**Mr. Raghavendra Rao Bondada**, aged 44 years, is an Independent Director of our Company. He has completed his Graduation in Civil Engineering. He is associated with our Company since January 17, 2018.

**Mr. Mohamed Hanif Mohamed Habib Dalchawal**, aged 62 years, is the Independent Director of our Company. He has completed B.E. Electrical (First Class) in 1981 Specilization in Power Electronics. He is associated with our Company since January 17, 2018.

**Mr. Vendhan G. Mudaliar**, aged 45 years, is the Independent Director of our Company. He has completed B.Sc (Chemistry) from Gujarat University. He has worked as SM – Network Procurment in Vodafone Mobile Services Limited. Currently, he is partner of DEK Engineers. He is associated with our Company since January 17, 2018.

#### **Relationship between Directors**

None of our Directors are related to each other as per the provisions of Companies Act, 2013. Further, none of our Directors are related to any of the Key Managerial Personnel.

#### **Borrowing powers of our Board**

Pursuant to the resolution dated March 05, 2018, passed by the shareholders in the Extra-Ordinary General meeting, the Board is authorised to borrow any sum or sums of monies, which, together with the monies already borrowed by the company (apart from temporary loans obtained or to be obtained from the company's bankers in the ordinary course of business), may exceed the aggregate of the paid up capital of the company, free reserves and securities premium, apart from company's bankers in the ordinary course of business, that is to say reserves not set apart for any specific purpose, provided that total amount so borrowed by the board of directors shall not at any time exceed the limit of ₹ 200 Crores (Rupees Two hundred Crores only).

#### **Arrangement or understanding with major shareholders, customers, suppliers or others**

There is no arrangement or understanding with the major shareholders, customers, suppliers or others, pursuant to which any of our Directors were appointed on the Board or as a member of the senior management.

#### **Service contracts with our Directors**

The Directors of our Company have not entered into any service contracts with our Company which provides for benefits upon termination of employment.

#### **Compensation of our Directors**

##### **1. Compensation of Managing Directors/Whole Time Directors**

The members of our Company have at the Extra Ordinary General Meeting held on January 17, 2018 approved the terms of appointment including remuneration payable to Managing Director and Whole Time Director of our Company. The brief terms of appointment of our Managing Director and Whole Time Director are set forth hereunder:

##### **Mr. Faruk G. Patel**

<b>Designation</b>	Chairman and Managing Director
<b>Tenure</b>	For a period of 5 Years w.e.f. January 17, 2018
<b>Remuneration</b>	The Basic Salary shall not exceed ₹ 15,00,000 per annum. Provided that the total remuneration including the perquisites shall not exceed ₹30,00,000 per annum unless otherwise approved by the Central Government. Perquisites, Allowances and Other Benefits <ul style="list-style-type: none"> <li>a) House Rent Allowance, Travelling Allowance, Laundry Allowance are as per the rules and policy of the company from time to time.</li> <li>b) Contribution to Provident Fund and Payment of Gratuity as per the rules of the company.</li> <li>c) Use of Mobile Phone for the business of the Company.</li> <li>d) Other Perquisites, allowances, benefits and amenities as per the service rules of the Company as applicable from time to time.</li> </ul>
<b>Remuneration in case of absence of or inadequacy of profits</b>	In case of inadequacy of profits, he shall be paid minimum remuneration subject to the limits prescribed under section II of part II of schedule V of the Companies Act, 2013 or such other limits as may be prescribed by the government from time to time as minimum remuneration.

## Mr. Santosh Singh

<b>Designation</b>	Whole Time Director
<b>Tenure</b>	For a period of 5 Years w.e.f. January 17, 2018 (Liable for retire by rotation)
<b>Remuneration</b>	The Basic Salary shall not exceed ₹5,40,000 per annum. Provided that the total remuneration including the perquisites shall not exceed ₹7,00,000 unless otherwise approved by the Central Government. <b>Perquisites, Allowances and Other Benefits</b> a) House Rent Allowance, Travelling Allowance, Laundry Allowance are as per the rules and policy of the company from time to time. b) Contribution to Provident Fund and Payment of Gratuity as per the rules of the company. c) Use of Mobile Phone for the business of the Company. d) Other Perquisites, allowances, benefits and amenities as per the service rules of the Company as applicable from time to time.
<b>Remuneration in case of absence of or inadequacy of profits</b>	In case of inadequacy of profits, he shall be paid minimum remuneration subject to the limits prescribed under section II of part II of schedule V of the Companies Act, 2013 or such other limits as may be prescribed by the government from time to time as minimum remuneration.

## 2. Compensation of other Directors

Our Non-Executive Directors are entitled to sitting fee of ₹ 2,500 per meeting as decided by our Board.

### Remuneration paid to our Directors during previous financial year

Remuneration paid to our Directors during financial year 2017-18 is set forth hereunder:

Sr. No.	Name of Director	Remuneration paid for FY 2017-18 (In ₹)
1	Mr. Faruk G. Patel	12,00,000
2	Mr. Santosh Singh	1,52,840

No benefits in kind have been granted to our Directors during previous financial year.

### Bonus or profit sharing plans for our Directors

None of our Directors are entitled to participate in any bonus or profit sharing plan of our Company.

### Shareholding of our Directors

Except for the following directors, no other directors hold any shares in our Company:

Sr. No.	Name of Director	No. of Shares held	% of pre-Issue holding
1.	Mr. Faruk G. Patel	92,20,000	70.52%
2.	Mr. Rajnikant H. Shah	2,832	0.02%
3.	Ms. Bhadrabala D. Joshi	39,602	0.30%
4.	Mr. Santosh Singh	4,392	0.03%
	<b>Total</b>	<b>92,66,826</b>	<b>70.87%</b>

As per Articles of Association of our Company, directors are not required to hold any qualification shares in our Company.

### Appointment of relatives of Directors to any office or place of profit

None of the relatives of our Directors currently hold any office or place of profit in our Company.

## Other Confirmations

1. None of our Directors are on the RBI List of willful defaulters as on the date of this Prospectus.
2. Further, none of our Directors are or were directors of any listed company whose shares (a) have been or were suspended from trading on any of the stock exchanges during the five years prior to the date of filing this Prospectus or (b) delisted from the stock exchanges.
3. None of the Promoters, persons forming part of our Promoter Group, Directors or persons in control of our Company, has been or is involved as a promoter, director or person in control of any other company, which is debarred from accessing the capital market under any order or directions made by SEBI or any other regulatory authority.

## Interests of Directors

Our Directors are interested in our Company in the following manner: -

- (a) All the 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 payable to them under the Articles of Association;
- (b) All the Directors may also be deemed to be interested to the extent of Equity Shares, if any, already held by them to the extent of any dividends payable to them and other distributions in respect of the said Equity Shares;
- (c) All the Directors may be deemed to be interested in the contracts, agreements/arrangements entered into or to be entered into by our Company with any company in which they hold directorships or any partnership firms in which they are partners as declared in their respective declarations;
- (d) Our Chairman and Managing Director, Mr. Faruk G. Patel along with his father Mr. Gulambhai Patel has accorded consent to our Company for utilizing the premises upon which our registered office is situated at A - 1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395 009, Gujarat, India;
- (e) Mr. Faruk G. Patel, Promoter and Chairman & Managing Director, has extended his personal guarantee for securing the repayment of certain bank loans obtained by our Company and has also pledged certain number Equity Shares of the Company held by him as security, in favour of the lenders that have extended financial facilities to our Company. For details, kindly refer chapter titled “*Financial Indebtedness*” beginning on page 216 of this Prospectus.
- (f) Mr. Faruk G. Patel, Promoter and Chairman & Managing Director, Ms. Bhadrabala D. Joshi, Director, Mr. Rajnikant H. Shah, Director may also be deemed to be interested to the extent of the proceeds of the Issue that are payable to them and to any of their relatives for acquiring land from them, upon which the Proposed Project is to be set up. For further details, kindly refer chapters titled “*Objects of the Issue*” and “*Risk Factors*” on pages 75 and 22, respectively of this Prospectus.
- (g) Our Company has acquired land of approximately of 33.11 acres amounting to Rs. 527.70 Lakhs for 5 MW, 10 MW projects from the Directors in past. For the details pertaining to the land already acquired and land proposed to be acquired for 25 MW project from Directors, relatives of Directors, kindly refer the chapter titled “*Objects of the Issue*” on page 75 of this Prospectus.

Except as stated above and under the heading “*Financial Statements- Annexure XXXV- Related Party Transactions*” on page 201 under the section titled “*Financial Information*”, we have not entered into any contract, agreements or arrangements during the preceding two years from the date of this Prospectus in which the Directors and their relatives are directly or indirectly interested and no payments have been made to them in respect of the contracts, agreements or arrangements which are proposed to be made with them including the properties purchased by our Company.

Our Directors are not interested in the appointment of or acting as Underwriters, Registrar and Bankers to the Issue or any such intermediaries registered with SEBI.

## Changes in Board of Directors during last three years

The changes in the Board of Directors of our Company during last three years are as follows:

Name of person	Date of change	Nature of change	Reason
Mr. Rajnikant H. Shah	October 30, 2015	Appointment	Appointed as Director
Ms. Rashida G. Patel	January 17, 2018	Resignation	Resignation as Director
Mr. Gulammahmad A. Patel	January 17, 2018	Resignation	Resignation as Director
Mr. Dhimantra C. Joshi	January 17, 2018	Resignation	Resignation as Director
Mr. Rajnikant H. Shah	January 17, 2018	Re-designation	From Executive to Non-Executive Director
Mr. Santosh Singh	January 17, 2018	Appointment	Appointed as Whole Time Director
Mr. Faruk G. Patel	January 17, 2018	Reappointment	Appointed as Managing Director
Ms. Bhadrabala D. Joshi	January 17, 2018	Appointment	Appointed as Director
Mr. Raghavendra Rao Bondada	January 17, 2018	Appointment	Appointed as Independent Director
Mr. Mohamed Hanif Mohamed Habib Dalchawal	January 17, 2018	Appointment	Appointed as Independent Director
Mr. Vendhan G. Mudaliar	January 17, 2018	Appointment	Appointed as Independent Director

## Corporate Governance

The provisions of the Listing Agreement to be entered into with the Stock Exchange and the applicable regulations of SEBI Listing Regulations with respect to corporate governance will be applicable to us immediately upon the listing of our Equity Shares with the Stock Exchange. The provisions of the Companies Act pertaining to the composition of the Board of Directors and the constitution of the committees such as the Audit Committee, Stakeholders Relationship Committee and Nomination and Remuneration Committees will be applicable to our Company on listing on SME platform of BSE and our Company is, to the extent applicable, in compliance with such provisions.

We believe we are in compliance with the requirements of the applicable regulations, including the Listing Agreement with the Stock Exchange, the SEBI Listing Regulations and the SEBI ICDR Regulations, in respect of corporate governance including constitution of the Board and committees thereof. The corporate governance framework is based on an effective independent board, separation of the Board's supervisory role from the executive management team and constitution of the Board Committees, as required under law.

Our Board of Directors is constituted in compliance with the Companies Act, Listing Agreement to be executed with Stock Exchange, the SEBI Listing Regulations and in accordance with best practices in corporate governance, our Board of Directors functions either as a full board or through management which provides our Board of Directors detailed reports on its performance periodically.

Currently, our Company has 7 (seven) Directors on the Board out of which 3 (three) are Independent Directors and one is Woman Director. Our Chairman, Mr. Faruk G. Patel, is an Executive Director.

## Committees of our Board

In compliance with the corporate governance norms, our Company has constituted the following committees:

- A) Audit Committee
- B) Stakeholders Relationship Committee
- C) Nomination and Remuneration Committee
- D) Corporate Social Responsibility Committee

## A) Audit Committee

Our Company has constituted an audit committee (“**Audit Committee**”), as per the provisions of Section 177 of the Companies Act, 2013 vide resolution passed in the meeting of the Board of Directors held on February 28, 2018.

### Composition of the Audit Committee

The committee presently comprises the following three directors:

Sr. No.	Name of Director	Position	Nature of Directorship
1.	Mr. Raghavendra Rao Bondada	Chairman	Independent Director
2.	Mr. Faruk G. Patel	Member	Managing Director
3.	Mr. Vendhan G. Mudaliar	Member	Independent Director

Ms. Rajvi Upadhyay, the Company Secretary & Compliance Officer of our Company acts as the Secretary of the Audit Committee.

### Terms of Reference of Audit Committee:

1. 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;
2. Recommendation for appointment, remuneration and terms of appointment of auditors of the company.
3. Approval of payment to statutory auditors for any other services rendered by the statutory auditors
4. Reviewing, with the management, the annual financial statements and auditor’s report thereon before submission to the board for approval, with particular reference to:
  - a) Matters required to be included in the Director’s responsibility statement to be included in the Board’s report in terms of clause (c) of sub-section (3) of section 134 of the Companies Act, 2013.
  - b) Changes, if any, in accounting policies and practices and reasons for the same
  - c) Major accounting entries involving estimates based on the exercise of judge.
  - d) Significant adjustments made in the financial statements relating to financial statement
  - e) Compliance with listing and other legal requirements relating to financial statements; f) Disclosure of any related party transactions;
  - f) Modified opinion(s) in the draft audit report;
5. Reviewing, with the management, the quarterly financial statements before submission to the board for approval;
6. Reviewing, with the management, the statement of uses / application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document / prospectus / notice and the report submitted by the monitoring agency monitoring the utilization of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter;
7. Review and monitor the auditor’s independence and performance, and effectiveness of audit process;
8. Approval or any subsequent modification of transactions of the company with related parties;
9. Scrutiny of inter-corporate loans and investments;
10. Valuation of undertakings or assets of the company, wherever it is necessary;
11. Evaluation of internal financial controls and risk management systems;
12. Reviewing, with the management, performance of statutory and internal auditors, adequacy of the internal control systems;
13. Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;
14. Discussion with internal auditors of any significant findings and follow up there on;
15. Reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of amaterial nature and reporting the matter to the board;
16. Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern;

17. To look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of non-payment of declared dividends) and creditors;
18. To review the functioning of the Whistle Blower mechanism;
19. Approval of appointment of CFO (i.e., the whole-time Finance Director or any other person heading the finance function or discharging that function) after assessing the qualifications, experience and background, etc. of the candidate;
20. Carrying out any other function as is mentioned in the terms of reference of the Audit Committee.

#### **B) Stakeholders Relationship Committee**

In compliance with Section 178 of the Companies Act, our Company has constituted a stakeholders relationship committee ("**Stakeholders Relationship Committee**") vide resolution passed at the meeting of the Board held on February 28, 2018.

#### **Composition of Stakeholders Relationship Committee**

The committee presently comprises the following three directors:

<b>Sr. No.</b>	<b>Name of Director</b>	<b>Position</b>	<b>Nature of Directorship</b>
1.	Ms. Bhadrabala D. Joshi	Chairperson	Director
2.	Mr. Santosh Singh	Member	Whole Time Director
3.	Mr. Vendhan G. Mudaliar	Member	Independent Director

#### **Terms of Reference of Stakeholders Relationship Committee**

The terms of reference of committee are to resolve the grievances of the security holders of the Company including complaints related to transfer of shares, non-receipt of annual report and non-receipt of declared dividends.

#### **C) Nomination and Remuneration Committee**

In compliance with section 178(1) of the Companies Act, our Company has constituted a Nomination and Remuneration Committee *vide* resolution passed by the Board of directors of our Company at its Meeting on February 28, 2018.

#### **Composition of Nomination and Remuneration Committee**

The committee presently comprises the following three directors:

<b>Sr. No.</b>	<b>Name of Director</b>	<b>Position</b>	<b>Nature of Directorship</b>
1.	Mr. Vendhan G. Mudaliar	Chairman	Independent Director
2.	Mr. Raghavendra Rao Bondada	Member	Independent Director
3.	Mr. Mohamed Hanif Mohamed Habib Dalchawal	Member	Independent Director

#### **Terms of Reference of Nomination and Remuneration Committee**

1. Formulation of the criteria for determining qualifications, positive attributes and independence of a Director and recommend to the Board of Directors a policy relating to, the remuneration of the Directors, Key Managerial Personnel and other employees;
2. Formulation of criteria for evaluation of performance of Independent Directors and the Board of Directors;
3. Devising a policy on diversity of Board of Directors;
4. Identifying persons who are qualified to become Directors and who may be appointed in senior management in accordance with the criteria laid down, and recommend to the Board of Directors. (their appointment and removal).



- Whether to extend or continue the term of appointment of the Independent Director, on the basis of the report of performance evaluation of Independent Directors.”

#### D) Corporate Social Responsibility Committee

In compliance with Section 135 of the Companies Act, our Company has re-constituted a corporate social responsibility committee vide resolution passed by Board of Directors of our Company at its meeting held on February 28, 2018.

#### Composition of Corporate Social Responsibility Committee

The committee presently comprises following three Directors:

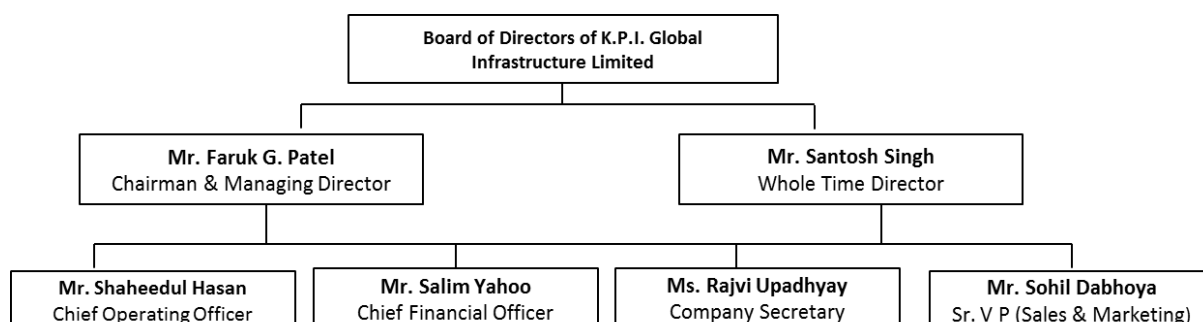
Sr. No.	Name of Director	Position	Nature of Directorship
1.	Mr. Mohamed Hanif Mohamed Habib Dalchawal	Chairman	Independent Director
2.	Mr. Faruk G. Patel	Member	Managing Director
3.	Ms. Bhadrabala D. Joshi	Member	Director

#### Terms of Reference of Corporate Social Responsibility Committee

- To formulate and recommend to the Board, a CSR policy which shall indicate the activities to be undertaken by the Company as per the Companies Act, 2013;
- To review and recommend the amount of expenditure to be incurred on the activities to be undertaken by the company;
- To monitor the CSR policy of the Company from time to time;
- Any other matter as the CSR Committee may deem appropriate after approval of the Board of Directors or as may be directed by the Board of Directors from time to time.

#### Organizational Structure

The organizational structure of our Company is as under:



#### Key Managerial Personnel

Given below are the details of our Key Managerial Personnel, in addition to Mr. Faruk G. Patel, the Chairman & Managing Director and Mr. Santosh Singh, Whole Time Director of our Company, as on the date of this Prospectus. For details on profile of our Managing Director and Whole Time Director, kindly refer the chapter titled “Our Management” beginning on page 136 of this Prospectus.

**Mr. Shaheedul Hasan**, aged 50 years is a Chief Operating Officer of Our Company. He heads all operational and execution of the Projects of our Company. He holds bachelor degree in Science (engineering) from Aligarh Muslim University. Prior to joining our Company, he was associated with Reliance Communications Limited as a Vice President - Network from April 2010 till March 2011. In the past, he has also worked with Dishnet Wireless Limited (Aircel) from July 2006 to April 2010. He has also worked with Space Application Centre as a Scientist / Engineer SB from July 1990 to February 1995. He has overall experience in telecom and solar

industries for 28 years. He was appointed chief operating officer of our Company on February 1, 2013. Our Company has paid ₹ 9,51,936 as compensation for FY 2017-18.

**Mr. Salim Yahoo**, aged 44 years is a Chief Financial Officer of the Company. He heads the accounts and financial reporting channels of our Company. He holds bachelor degree in commerce from University of Bombay. He has also completed Diploma in Business & Administration from Symbiosis centre for distance learning. He was working with CRISIL Limited as director – Rating MCG from 2008 to 2018. He has overall experience in finance and accounting field for 22 years. He was appointed Chief Financial Officer of our Company on September 25, 2018 and therefore he is not in receipt of any compensation for the Financial Year 2017-18.

**Ms. Rajvi Upadhyay**, aged 26 years is a Company Secretary and Compliance officer of the company. She heads Secretarial and compliance department of our Company. She has completed B.Com from Veer Narmad South Gujarat University and is also a qualified Company Secretary from the Institute of Company Secretaries of India. She has an expertise in various fields such as Drafting Minutes & Resolutions, Search Report, etc. Prior to Joining our Company, she has worked with GTPL DCPL Private Limited as a Company Secretary. She was appointed as Company Secretary and Compliance officer of our Company on November 06, 2017. Our Company has paid ₹ 86,036 as compensation for FY 2017-18.

**Mr. Sohil Dabhoya**, aged 35 years is a senior vice president of Our Company. He heads Business Development and client relations of our Company. He holds bachelor degree in Commerce from Veer Narmad South Gujarat University. He has also completed his Master of Busienss Administration from Sikkim Manipal University. Prior to joining our Company, he was associated with K.P. Energy Limited as a Public Relations Officer from January 2012 till November 2012. In the past, he has also worked with K P Buildcon Private Limited from September 2006 to December 2011. He has overall experience in Business Development and client relations for 12 years. He was appointed senior vice president of our Company on Decmeber 1, 2012. Our Company has paid ₹ 6,15,306 as compensation for FY 2017-18.

All the Key Managerial Personnel of our Company are permanent employees of our Company.

#### **Service contracts with Key Managerial Personnel**

Except for the terms set forth in their respective appointment letters, the Key Managerial Personnel have not entered into any other contractual arrangements with our Company for provision of benefits or payments of any amount upon termination of employment.

#### **Arrangement or understanding with major shareholders, customers, suppliers or others**

There is no arrangement or understanding with the major shareholders, customers, suppliers or others, pursuant to which any of our Key Managerial Personnel were appointed on the Board or as a member of the senior management.

#### **Relationship amongst the Key Managerial Personnel of our company**

None of the Key Managerial Personnel are related to each other within the meaning of Section 2 (77) of the Companies Act, 2013.

#### **Remuneration paid to our Key Managerial Personnel during previous financial year**

Remuneration paid to our Key Managerial Personnel during financial year 2017-18 is set forth hereunder:

<b>Sr. No.</b>	<b>Name of KMP</b>	<b>Remuneration paid for FY 2017-18 (In ₹)</b>
1	Mr. Faruk G. Patel	12,00,000
2	Mr. Santosh Singh	1,52,840
3	Ms. Rajvi Upadhyay	86,036
4	Mr. Shaheedul Hasan	9,51,936
5	Mr. Sohil Dabhoya	6,15,306

No benefits in kind have been granted to our Key Managerial Personnel during previous financial year.

### Bonus or profit sharing plans for our Key Managerial Personnel

None of our KMPs is entitled to participate in any bonus or profit sharing plan of our Company.

### Shareholding of our Key Managerial Personnel

Sr. No.	Name of KMP	No. of Shares held	% of pre-Issue holding
1	Mr. Faruk G. Patel	92,20,000	70.52%
2	Mr. Santosh Singh	4,392	0.03%
3	Ms. Rajvi Upadhyay	1,464	0.01%
4	Mr. Shaheedul Hasan	2,25,500	1.72%
5	Mr. Sohil Y Dabhoya	4,392	0.03%
	<b>Total</b>	<b>94,55,748</b>	<b>72.31%</b>

### Contingent or Deferred Compensation of Key Managerial Personnel

None of our Key Managerial Personnel have received or are entitled to any contingent or deferred compensation.

### Loans to Key Managerial Personnel

None of our Key Managerial Personnel have availed any loans as on the date of this Prospectus.

### Interest of Key Managerial Personnel

Except as disclosed in “*Interest of Directors*” on page 141 of this Prospectus, the Key Managerial Personnel of our Company do not have any interest in our Company other than to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them during the ordinary course of business.

Further, the Key Managerial Personnel may be regarded as interested in the Equity Shares held by them, if any, and to the extent of any dividend payable to them and other distributions in respect of such Equity Shares.

Except as stated in chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus and as described herein above, our Key Managerial Personnel do not have any other interest in our business.

### Changes in Key Managerial Personnel during last three years

Name	Date of change	Nature of change	Reason
Mr. Faruk G. Patel	January 17, 2018	Appointment	Appointed as Managing Director
Mr. Santosh Singh	January 17, 2018	Appointment	Appointed as Whole Time Director
Mr. Afzal A. Patel	January 15, 2018	Appointment	Appointed as Chief Financial Officer
Ms. Rajvi Upadhyay	November 06, 2017	Appointment	Appointed as Company Secretary and Compliance Officer
Mr. Nayankumar B. Gamdha	September 12, 2017	Resignation	Resignation as Company Secretary and Compliance Officer
Mr. Nayankumar B. Gamdha	July 01, 2017	Appointment	Appointed as Company Secretary and Compliance Officer
Mr. Niraj S. Agarwal	July 01, 2017	Resignation	Resignation as Company Secretary and Compliance Officer
Mr. Niraj S. Agarwal	March 16, 2017	Appointment	Appointed as Company Secretary and Compliance Officer
Mr. Afzal A. Patel	September 25, 2018	Resignation	Resignation as Chief Financial Officer
Mr. Salim Yahoo	September 25, 2018	Appointment	Appointed as Chief Financial Officer

**Stock Option/ Stock Purchase Scheme for employees**

Presently, our Company does not have any employee stock option/employee stock purchase scheme for employees.

**Non-salary related payment or benefits to our Key Managerial Personnel**

Except statutory entitlements for benefits upon termination of their employment in our Company or retirement, none of the Key Managerial Personnel of our Company, including our Directors, is entitled to any benefits upon termination of employment under any service contract entered into with our Company. Except as stated otherwise in this Prospectus and any statutory payments made by our Company, no amount or benefit has been paid or given, in the two years preceding the date of this Prospectus, or is intended to be paid or given to any of our Company's officers except remuneration for services rendered as Directors, Key Managerial Personnel or employees of our Company.

## OUR PROMOTER AND PROMOTER GROUP

The Promoter of our Company is Mr. Faruk G. Patel

As on the date of this Prospectus, our Promoter holds 92,20,000 Equity Shares, representing 70.52% of the pre-Issue paid-up equity share capital of our Company.

### Profile of our Promoter

#### Mr. Faruk G. Patel



**Mr. Faruk G. Patel**, aged 46 years is Chairman and Managing Director of our Company. For further details, kindly refer the chapter titled “*Our Management*” beginning on page 136 of this Prospectus.

**Voter ID Number:** SGL3026770

**Driving License No.:** GJ05 20090029045

**Date of Birth:** March 24, 1972

**Permanent Account Number:** AEAPP0361H

**Aadhaar Number:** 445626169317

**DIN:** 00414045

**Occupation:** Business

We confirm that the permanent account number, bank account details and passport number of our Promoter will be submitted to the Stock Exchange, at the time of filing the Prospectus with them.

### *Nature and extent of interest of our Promoter*

#### **Interest in promotion of our Company**

Our Promoter is interested in our Company to the extent he has promoted our Company.

#### **Interest in the property acquired by our Company**

Our Promoter may be deemed to be interested in the property acquired by our Company from him in past and also proposed to be acquired by our Company from him, the details of which are disclosed in the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus. Further, except as stated under the chapter titled “*Our Management*”, “*Objects of the Issue*” and “*Financial Statements*” beginning on pages 126, 75 and 162, respectively of this Prospectus, we have not entered into any contract, agreements or arrangements during the preceding three years from the date of this Prospectus in which the Promoter was directly or indirectly interested and no payments have been made to him in respect of the contracts, agreements or arrangements which are proposed to be made with him including the properties acquired by our Company.

#### **Interest in the business of our Company**

Except as disclosed in the chapter titled “*Our Management*”, “*Objects of the Issue*” “*Related Party Transaction*” beginning on page 136, 75 and 160, respectively of this Prospectus and except to the extent of business transaction entered into or proposed to be entered into by our Company with our Promoter or any firm, LLP, company or body corporate with which he is associated as promoter, director, partner or member, Our Promoter is not interested in the business of our Company.

### **Interest of Promoter in our Company other than as Promoter**

Other than as Promoter, our Promoter may be deemed to be interested in our Company to the extent of his shareholding and directorship in our Company and the dividend and other benefits paid or payable by our Company. For details kindly refer chapters titled “*Our Management*” and “*Capital Structure*” beginning on pages 136 and 60 respectively of this Prospectus.

Except as mentioned in this chapter and the chapters titled “*Capital Structure*”, “*Our Business*”, “*History and Corporate Structure*” and “*Related Party Transactions*” on pages 60,106,132 and 160 of this Prospectus, respectively, our Promoter does not have any interest in our Company other than as promoter.

### **Other interest of our Promoter**

Our Promoter may be deemed to be interested in our Company to the extent of compensation paid or payable to him in his capacity as director for attending meetings of the Board or a committee thereof as well as to the extent of remuneration, commission and reimbursement of expenses payable to him as per the terms of appointment and relevant provisions of Companies Act.

Further, our Promoter is the also director on the boards of certain Group Companies and may be deemed to be interested to the extent of the payments made by our Company, if any, to/from these Group Companies. For the payments that are made by our Company to certain Group Companies, kindly refer “*Financial Statements-Annexure XXXV - Related Party Transaction*” on page 201 of this Prospectus.

Our Promoter may also be deemed to be interested to the extent of the proceeds of the Issue that are payable to him. For further details, kindly refer chapter titled “*Objects of the Issue*” on page 75 of this Prospectus.

### **Payment or Benefits to Promoter**

A part of the proceeds of the Issue are payable to our Promoter. For further details, kindly refer chapter titled “*Objects of the Issue*” on page 75 of this Prospectus.

Except as stated otherwise in the chapters titled “*Financial Statements- Annexure XXXV - Related Party Transaction*” on pages 201 about the nature and the cumulative value of any related party transactions entered into during the last 2 (two) Financial Years as per Accounting Standard 18 and as stated in this chapter hereinbefore and in the chapters titled “*Objects of the Issue*” and “*Our Management*” on page 75 and 136, respectively of this Prospectus, there has been no payment or benefit to our Promoter or Promoter Group during the two years prior to the filing of this Prospectus nor is there any intention to pay or give any benefit to our Promoter or Promoter Group as on the date of this Prospectus.

### **Companies with which our Promoter have disassociated in the last three years**

Our Promoter has disassociated himself from following companies, firms or other entities during the last three years preceding the date of this Prospectus:

<b>Sr. No.</b>	<b>Name of Promoter</b>	<b>Company/Firm from which disassociated</b>	<b>Relationship</b>	<b>Details of disassociation</b>	<b>Reason/circumstances leading to disassociation</b>
1	Mr. Faruk G. Patel	Vaishali Salt and Chemicals Private limited	Director	Resignation w.e.f. December 07, 2015	Voluntary disassociation

### **Change in the management and control of our Company**

Our Promoter is the original promoter of our Company and there has not been any change in the management or control of our Company.

## Promoter Group

Our Promoter Group as defined under Regulations 2(1)(pp)(ii) & (iv) of the SEBI ICDR Regulations includes the following individuals and body corporates:

### (i) Natural Persons, being immediate relative(s) of our Promoter:

Relationship with Promoter	Mr. Faruk G. Patel
Wife	Ms. Vahida F. Patel and Ms. Aayesha F. Patel
Father	Mr. Gulammahmad A. Patel
Mother	Ms. Rashida G. Patel
Father-in-law	Mr. Ibrahim Kowariwala and Mr. Chittaranjan Modi
Mother-in-law	Mr. Merun Kowariwala and Mr. Shobhna Modi
Brother(s)	-
Brother(s)-in-law	Mr. Harun Patel
Sister(s)	Ms. Bilkish I. Patel, Ms. Jaheda N. Patel and Ms. Ashiya K. Janab
Sister(s)-in-law	Ms. Farida Patel, Ms. Mosmi Presswala and Ms. Vaishali Shah
Son(s)	Mr. Affan F. Patel, Mr. Hassan F. Patel, Mr. Mohmmad Umar F. Patel and Mr. Mohmmad Ali F. Patel
Son's Wife	-
Daughter(s)	Ms. Zuveriya M. Kadva and Ms. Zara F. Patel
Daughter's Husband	Mr. Moinul M Kadva

### (ii) Body Corporates, being in relationship with our Promoter in terms of regulation 2(1)(pp)(iv) of SEBI ICDR Regulations:

Sr. No.	Name of Entity	Relationship
1.	K P Buildcon Private Limited	Body corporate in which 20% or more of the equity share capital is held by the Promoter or an immediate relative of the Promoter or a firm in which the Promoter or any one or more of their relative is a member
2.	KP Sor-Urja Limited	
3.	K.P. Energy Limited	
4.	KP Human Development Foundation	
5.	K.P Energy Mahua Windfarms Private Limited	Body corporate in which K.P. Energy Limited holds 20% or more of the equity share capital
6.	Wind Farm Developers Private Limited	
7.	Ungarn Renewable Energy Private Limited	
8.	Evergreen Mahuva Windfarms Private Limited	
9.	HGV DTL Transmission Projects Private Limited	
10.	VG DTL Transmission Projects Private Limited	
11.	Mahua Power Infra LLP	
12.	Manar Power Infra LLP	
13.	Miyani Power Infra LLP	
14.	Belampar Power Infra LLP	
15.	Hajipir Renewable Energy LLP	
16.	Vanki Renewable Energy LLP	

Our Promoter Group (excluding our Promoter) hold in aggregate 11,684 Equity Shares constituting 0.09% of pre-Issue paid up equity share capital of our Company. For details of shareholding of members of our Promoter Group as on the date of this Prospectus, kindly refer the chapter titled “*Capital Structure*” beginning on page 60 of this Prospectus.

## Confirmations

Our Promoter and members of the Promoter Group have not been declared as Wilful Defaulters and there are no violations of securities laws committed by our Promoter in past or pending against him.

Our Promoter is not Fugitive Economic Offenders declared under Section 12 of the Fugitive Economic Offenders Act, 2018.

Our Promoter and members of the Promoter Group have not been prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

Our Promoter and members of the Promoter Group are not and have never been promoters, directors or person in control of any other company which is prohibited from accessing or operating in capital markets under any order or direction passed by SEBI or any other regulatory or governmental authority.

There is no litigation or legal action pending or taken by any ministry, department of the Government or statutory authority during the last five years preceding the date of the Issue against our Promoter, except as disclosed under the chapter titled “*Outstanding Litigation and Material Developments*” beginning on page 219 of this Prospectus.



## OUR GROUP COMPANIES

In accordance with the provisions of SEBI ICDR Regulations, as amended from time to time for the purpose of identification of Group Companies, our Company has considered such companies with which there were related party transactions, during the period for which financial information is disclosed in this Prospectus, as covered under the applicable accounting standards, i.e. Accounting Standard 18 issued by the Institute of Chartered Accountants of India and such other companies as considered material by our Board as our group company. Our Board has adopted a policy of materiality for determining the Group Company by passing a resolution at its meeting held on December 6, 2018 which is reproduced below:

### Policy of Materiality

A company shall be considered material and will also be disclosed as a group company if:

- investment in the form of equity or loan by our Company exceeds 10% of the net worth of the Company for the last audited financial year;
- where the Company has entered into one or more transactions with such company in the last audited financial year, cumulatively exceeding 10% of the total revenue of the Company for the last audited financial year; and
- any other company that the Board may decide to consider material

the details of which are set forth hereunder:

We have one listed Group Company, the details of which are as follows:

### **K.P. Energy Limited - KPEL**

#### *Corporate Information*

K.P. Energy Limited was incorporated as “K.P. Energy Private Limited” on January 8, 2010 under the Companies Act, 1956 with the Registrar of Companies, Gujarat, Dadra and Nagar Havelli, bearing Registration Number 059169. The company converted in to public limited company and the name of the company was changed to “K.P. Energy Limited” by a special resolution passed on April 10, 2015. A fresh Certificate of Incorporation was issued pursuant to conversion on May 11, 2015, by the Registrar of Companies, Ahmedabad. The company came out with the IPO on the SME platform of BSE Limited and equity shares of the company got listed with effect from February 25, 2016. The Company was migrated on the main board of BSE w.e.f. October 10, 2018.

The Corporate Identity Number of KPEL is L40100GJ2010PLC059169. The registered office of KPEL is A-1/2, Firdos Tower, Behind Fazal Shopping Centre, Adajan Patia, Surat - 395009, Gujarat, India.

In terms of its Memorandum of Association, it is, *inter-alia*, carrying on the business of creating wind farm projects on turnkey basis for WTG manufacturers and investors or Independent Power Producers (IPPs).

The Permanent Account Number of KPEL is AADCK8258N.

#### *Nature and extent of interest of our Promoter in KPEL*

Our Promoter may be deemed to be interested in KPEL to the extent of equity shares held by him. Our Promoter hold in aggregate 54,03,125 equity shares constituting 48.61% of the total paid up equity share capital of KPEL. Our Promoter is promoter and Managing Director of KPEL. KPEL has paid ₹ 27,00,000 for FY 2017-18 as remuneration to our Promoter. Our Promoter has given unsecured loan to KPEL and the outstanding amount as on March 31, 2018 is ₹ 2,00,000 and as on September 30, 2018 is Nil.

## Financial Performance

The brief financial performance of KPEL during preceding three financial years is as under:

Particulars	(₹ in Lakh except amount per share)			
	For 6 months ended September 30, 2018	FY 2017-18	FY 2016-17	FY 2015-16
Paid up Equity share capital of ₹ 10/- each	111.50	855.00	855.00	342.00
Reserve and Surplus	3,069.69	2,619.36	2,431.53	1,316.83
Total revenue from operation (net)	5,125.75	6,009.44	11,298.36	4,145.25
Profit after tax	706.83	187.82	1,689.44	520.23
Earnings per share	6.36	2.20	19.76	20.42
Net Asset Value per share	28.62	40.64	38.44	48.50

## Share Price Information

The monthly high and low of the market price of the equity shares of KPEL of face value of ₹ 10 each on the BSE SME & on BSE post migration for the last six months are as follows:

Month	High Price (in ₹)	Low Price (in ₹)
June -18	261.75	197.00
July -18	259.75	176.00
August – 18	231.00	183.30
Sept – 18	280.00	190.05
October – 18	259.75	193.15
November – 18	228.00	189.00

The closing share price of KPEL as on December 24, 2018 on the BSE SME was ₹ 206.70.

The market capitalization of KPEL as on December 24, 2018 as per the closing price on the BSE was ₹ 22,975.00 Lakh.

## Public or Rights Issue in the last three years:

Except for the public issue by KPEL in February 2016, KPEL has not made any public or rights issue in the past three years.

## Rates of Dividend

In past three financial years, KPEL has paid dividend of ₹1.20 per equity share for FY 2016-17.

## Mechanism for redressal of investor grievances

The board of directors, have constituted a Stakeholders relationship committee consisting of 3 directors viz. Mr. Raghavendra Rao Bondada (chairman of committee), Mr. Ashish Ashwin Mithani (Member) and Mr. Sajesh Bhaskar Kolte (Member). The Committee looks into redressing shareholders & investors complaints like transfer of shares, non-receipt of annual report etc. Mr. Karmit H. Sheth is the Compliance officer of the company and monitors the activities of Registrar & Transfer Agent & looks after the issues relating to shareholders. The Company has also been taking all steps to ensure that shareholders related activities are given due priority and matters are resolved at the earliest.

## Nature and extent of Interest of KPEL in our Company

### Interest in the promotion of our Company

Our Group Company is not interested in the promotion of our Company.

## Interest in the property of our Company

Our Group Company is not interested in any property acquired or proposed to be acquired by our Company within two years of the date of filing of this Prospectus or in any transaction in acquisition of land, construction of building and supply of machinery etc.

## Interest in the business of our Company

Except for the fact that our Group Company is, by its memorandum of association, authorized to deal in certain products similar to the products dealt with by our Company and except for the business transaction entered into by our Company as disclosed in the chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus, our Group Company is not interested in the business of our Company.

Following are the details of our unlisted Group Companies:

### **K.P. Buildcon Private Limited - KPBPL**

#### *Corporate Information*

K.P. Buildcon Private Limited was incorporated on July 10, 2001 under the Companies Act, 1956 with the Registrar of Companies, Gujarat, Dadra and Nagar Havelli, bearing Registration Number 039763.

The Corporate Identity Number of KPBPL is U40100GJ2001PTC039763. The registered office of KPBPL is Shop No. 1, higher ground floor Firdos Tower, Adajan Patia, Surat - 395009, Gujarat, India.

In terms of its Memorandum of Association, it is, *inter-alia*, carrying on the business of fabrication & galvanizing of all types of structures of transmission line towers, windmill towers, telecom towers, pipe structures, substation & switch yard structures, solar panel mounting structures, solar pump structures, metal beam crash barrier, GI lighting pole & fencing, cable trays, GI earthing strips & flats and gratings.

The Permanent Account Number of KPBPL is AABCK7077K

#### *Nature and extent of interest of our Promoter in KPBPL*

Our Promoter may be deemed to be interested in KPBPL to the extent of equity shares held by him. Our Promoter holds in aggregate 3,32,574 equity shares constituting 29.69% of the total paid up equity share capital of KPBPL. our Promoter has provided collaterals to KPBPL, as on March 31, 2018 the outstanding amount is ₹ 1,85,00,000 and our Promoter along with Mr. Gulammahmad A. Patel, part of our Promoter Group has provided collaterals to KPBPL, as on March 31, 2018 the outstanding amount is ₹ 1,22,00,000.

#### *Financial Performance*

The brief financial performance of KPBPL during preceding three financial years is as under:

	<i>(₹ in Lakh except amount per share)</i>		
<b>Particulars</b>	<b>FY 2017-18</b>	<b>FY 2016-17</b>	<b>FY 2015-16</b>
Paid up Equity share capital of ₹ 10/- each	112.00	112.00	112.00
Reserve and Surplus	972.34	948.64	911.58
Total revenue from operation (net)	2,863.43	1895.54	5444.42
Profit after tax	23.70	37.06	56.78
Earnings per share	3.26	3.31	5.07
Net Asset Value per share	96.82	94.7	91.39

#### *Nature and extent of Interest of KPBPL in our Company*

### **Interest in the promotion of our Company**

Our Group Company was one of the subscribers to the MOA at the time of incorporation of our Company. As on the date of this Prospectus, KPBPL is not holding equity shares in our Company.

### **Interest in the property of our Company**

Our Group Company is not interested in any property acquired or proposed to be acquired by our Company within two years of the date of filing of this Prospectus or in any transaction in acquisition of land, construction of building and supply of machinery etc.

### **Interest in the business of our Company**

Except for the fact that our Group Company is, by its memorandum of association, authorized to deal in certain products similar to the products dealt with by our Company and except for the business transaction entered into by our Company as disclosed in the chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus, our Group Company is not interested in the business of our Company.

### **Loss Making Entities:**

#### **KP Human Development Foundation (KHDF)**

##### ***Corporate Information***

KP Human Development Foundation was incorporated on March 20, 2015 under section 8 of the Companies Act, 2013 with the Registrar of Companies, Gujarat, Dadra and Nagar Haveli, bearing Registration Number 082643.

The Corporate Identity Number of KHDF is U85110GJ2015NPL082643. The registered office of KHDF is Shop No A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat - 395009, Gujarat, India.

KHDF is Not for Profit Origination. In terms of its memorandum of association, KHDF deals with organizing, conducting, supporting and work towards educational, cultural, research and development activities and to act as a forum for exchange of information, ideas, experience for related issues through various mediums and to organize seminars, workshops, caps to motivate and facilitate and to render assistance to needy for food and clothing and to facilitate willing to do similar help by providing a platform to them and to assist to the needy by providing free/ concessional medical aid and to render assistance to economically weak and deserving students in the area of education.

The Permanent Account Number of KHDF is AAGCK1494F.

##### ***Nature and extent of interest of our Promoter in KHDF***

Our Promoter may be deemed to be interested in KHDF to the extent of equity shares held by him. Our Promoter holds in aggregate 7,000 equity shares constituting 70.00% of the total paid up equity share capital of KHDF.

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

The brief financial performance of KHDF during preceding three financial years is as under:

<b>Particulars</b>	<b>(₹ in Lakh except amount per share)</b>		
	<b>FY 2017-18</b>	<b>FY 2016-17</b>	<b>FY 2015-16</b>
Paid up Equity share capital of ₹ 10/- each	1.00	1.00	1.00
Reserve and Surplus	(0.84)	0.00	0.00
Total revenue from operation (net)	0.68	0.00	0.00
Profit after tax	(0.84)	0.00	0.00
Earnings per share	(8.38)	0.00	0.00
Net Asset Value per share	1.62	10.00	10.00

### ***Nature and extent of Interest of KHDF in our Company***

#### **Interest in the promotion of our Company**

Our Group Company is not interested in the promotion of our Company.

#### **Interest in the property of our Company**

Our Group Company is not interested in any property acquired or proposed to be acquired by our Company within two years of the date of filing of this Prospectus or in any transaction in acquisition of land, construction of building and supply of machinery etc.

#### **Interest in the business of our Company**

Our Group Company is not interested in the business of our Company.

#### **KP Sor-Urja Limited (KPSUL)**

#### ***Corporate Information***

KP Sor-Urja Limited was incorporated on July 4, 2011 under the Companies Act, 1956 with the Registrar of Companies, Gujarat, Dadra and Nagar Havelli, bearing Registration Number 066180.

The Corporate Identity Number of KPSUL is U40300GJ2011PLC066180. The registered office of KPSUL is Shop No. HG/2, Firdosh Tower, behind Fazal Shopping Centre, Adajan Patia, Surat – 395009, Gujarat, India.

In terms of its memorandum of association, KPSUL deals with business activities for trading, manufacturing, distribution, generation, transmission, supervisions and control of all types of power either wind farms, solar and/or to design, plan, manufacture, assemble, supply, erect, commission, test, maintain, trouble shooting, repair, service of electrical and/or electronics goods, items, instruments, parts, spares, D.G. sets, electrical control, switchgear panels, switches, cables, plugs, powers projects in industrial, commercial, residential, establishments in part individual and/or composite key basis and to provide Consultancy, expert services, advises, designs, drawings in relation to supervision and control of power in India and abroad and also deals with manufacturing, processing, marketing and selling cosmetics and all kind FMCG, ayurvedic and herbal products and intermediates and there raw materials.

The Permanent Account Number of KPSUL is AAECK4058R

#### ***Nature and extent of interest of our Promoter in KPSUL***

Our Promoter may be deemed to be interested in KPSUL to the extent of equity shares held by him. Our Promoter holds in aggregate 3,49,800 equity shares constituting 69.96% of the total paid up equity share capital of KPSUL.

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

The brief financial performance of KPSUL during preceding three financial years is as under:

<b>Particulars</b>	<b>(₹ in Lakh except amount per share)</b>		
	<b>FY 2017-18</b>	<b>FY 2016-17</b>	<b>FY 2015-16</b>
Paid up Equity share capital of ₹10/- each	5.00	5.00	5.00
Reserve and Surplus	(13.66)	(12.71)	(9.29)
Total revenue from operation (net)	0.00	0.00	25.13
Profit after tax	(0.95)	(3.43)	0.08
Earnings per share	(0.19)	(0.69)	0.02
Net Asset Value per share	(1.73)	(1.54)	(0.86)

### ***Nature and extent of Interest of KPSUL in our Company***

#### **Interest in the promotion of our Company**

Our Group Company is not interested in the promotion of our Company.

#### **Interest in the property of our Company**

Our Group Company is not interested in any property acquired or proposed to be acquired by our Company within two years of the date of filing of this Prospectus or in any transaction in acquisition of land, construction of building and supply of machinery etc.

#### **Interest in the business of our Company**

Except for the fact that our Group Company is, by its memorandum of association, authorized to deal in certain products similar to the products dealt with by our Company and except for the business transaction entered into by our Company as disclosed in the chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus, our Group Company is not interested in the business of our Company.

### ***Other details of Group Companies***

#### **Group Companies under winding up**

Our Group Companies is not under any winding up proceeding.

#### **Group Companies which are sick industrial companies**

Our Group Companies are not sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995.

#### **Defunct Group Companies**

Our Group Companies have not remained defunct and no application has been made to the registrar of companies for striking off the name of our Group Companies during the five years preceding the date of filing the Prospectus.

#### **Common Pursuits between the Group Companies and our Company**

Our Promoter and members of Promoter Group are also members and promoters of our Group Companies. Our Directors hold directorships in our Group Companies. Except as disclosed herein, there are no other common pursuits or conflict of interest situations between our Group Companies and our Company.

Our Company will adopt the necessary procedures and practices as permitted or required by law to address any conflict of interest situation as and when it arises.

#### **Related Business Transactions within the Group Companies and Significance on the Financial Performance of our Company**

Other than the transactions disclosed in the chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus, there are no other related business transactions within the Group Companies.

#### **Sale/Purchase between Group Companies and our Company**

Except as disclosed in the chapter titled “*Related Party Transactions*” beginning on page 160 of this Prospectus, our Group Companies are not involved in any sales or purchase with our Company where such sales or purchases exceed in value in the aggregate ten per cent of the total sales or purchases of our Company.

## **Performance vis-à-vis Objects – Last one issue of our Listed Group Companies**

K.P. Energy Limited, one of our Group Companies, has *vide* prospectus dated February 19, 2016 raised ₹ 644.00 Lakh for financing the objects of a) setting up of 2.10 MW wind power project at Bhavnagar, Gujarat and b) general corporate purposes. The said objects were met as disclosed in the prospectus dated February 19, 2016.

Except as disclosed above, none of our Group Companies is listed on any Stock Exchange and has not made any rights and public issues in the past.

### **Other Confirmations**

Except as disclosed in the chapter titled “*Outstanding Litigation and Material Developments*” beginning on page 219 of this Prospectus, there is no litigation, legal action, regulatory or disciplinary action pending or taken by any ministry, department of the Government, statutory authority or stock exchange during the last five years preceding the date of the Issue against our Group Companies.

There have been no defaults in respect of payment of interest and/or principal to the debenture/bond/fixed deposit holders, banks, FIs during past three years by our Group Companies.

KPBPL may be deemed to be interested to the extent of the proceeds of the Issue that are payable to it for the supply of Galvanized MS structure of ₹1,040.00 Lakh pursuant to the purchase order dated September 23, 2017 in relation to the Proposed Project. For further details, kindly refer chapter titled “*Objects of the Issue*” on page 75 of this Prospectus. Except as stated above, no part of the Issue proceeds is payable to or proposed to be invested in any other Group Companies.

Except for the equity shares of KPEL listed on BSE limited, none of the securities of our Group Companies are listed on any stock exchange or have failed to get listed on any recognized stock exchange in India or abroad. For further details, kindly refer chapter titled “*Other Regulatory and Statutory Disclosures*” on page 238 of this Prospectus.

Except for the public issue by KPEL in February 2016 and as disclosed under the chapter titled “*Other Regulatory and Statutory Disclosures*” on page 238 of this Prospectus, our Group Companies have not made any public issue or rights issue during three years preceding the date of this Prospectus.

## **RELATED PARTY TRANSACTIONS**

For details of the related party transactions during six months ended September 30, 2018 and for the the last three financial years, as per the requirement under Accounting Standard 18 “*Related Party Disclosures*”, kindly refer “*Financial Statements - Related Party Transactions*” on page 201 of this Prospectus.



## **DIVIDEND POLICY**

The declaration and payment of dividends will be recommended by our Board and approved by the Shareholders, at their discretion, subject to the provisions of the Articles of Association and applicable law, including the Companies Act. The dividend, if any, will depend on a number of factors, including but not limited to the earnings, capital requirements, contractual obligations, applicable legal restrictions and overall financial position of our Company. Our Company has no formal dividend policy.

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 is currently availing of or may enter into to finance our fund requirements for our business activities and for our projects. For further details, kindly refer the chapter titled "*Financial Indebtedness*" beginning on page 216 of this Prospectus.

Our Company has not declared any dividends in the six months ended September 30, 2018 and for the last three Financial Years preceding the date of this Prospectus.

**SECTION V – FINANCIAL INFORMATION**

**FINANCIAL STATEMENTS**

<b>Particulars</b>	<b>Page No.</b>
Auditors' Report on Restated Financial Information	163 to 168
Restated Financial Information	169 to 203

## AUDITOR'S REPORT ON RESTATED FINANCIAL INFORMATION

To  
The Board of Directors,  
**K P I Global Infrastructure Limited**  
Shop No A-1/2, Firdos Tower,  
Near Fazal Tower, Adajan Patia,  
Surat – 395009.

Dear Sirs,

1. We have examined the attached Restated Financial Information of **K P I Global Infrastructure Limited** ('the **Company**'), which comprises of the Restated Summary Statement of Assets and Liabilities as at September 30, 2018, March 31, 2018, 2017 and 2016 the Restated Summary Statement of Profit and Loss and the Restated Summary Statement of Cash Flows for the six months period ended September 30, 2018 and for the years ended March 31, 2018, 2017 and 2016 and the Summary of Significant Accounting Policies (collectively, the "**Restated Financial Information**") as approved by the Board of Directors of the Company at their meeting held on December 06, 2018 for the purpose of inclusion in the offer document prepared by the Company in connection with its proposed Initial Public Offer (IPO) of equity shares prepared in terms of the requirements of:
  - a. Section 26 of Part I of Chapter III of the Companies Act, 2013 ("the Act") read with Rule 4 to 6 of Companies (Prospectus and Allotment of Securities) Rules, 2014 ("the Rules");
  - b. the Securities And Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations"); and
  - c. the Guidance Note on Reports in Company Prospectuses (Revised 2016) issued by the Institute of Chartered Accountants of India as amended from time to time (the "Guidance Note").
2. The preparation of the Restated Financial Information is the responsibility of the Management of the Company for the purpose set out in paragraph 10 below. The Management's responsibility includes designing, implementing and maintaining adequate internal control relevant to the preparation and presentation of the Restated Financial Information. The Management is also responsible for identifying and ensuring that the Company complies with the Act, the Rules, SEBI ICDR Regulations and the Guidance Note.

Our responsibility is to examine the Restated Financial Information and confirm whether such Restated Financial Information comply with the requirements of the Act, the Rules, SEBI ICDR Regulations and the Guidance Note.
3. We have examined this Restated Financial Information taking into consideration
  - a. The terms of reference and terms of our engagement agreed upon with you in accordance with our engagement letter dated August 10, 2018 in connection with the proposed IPO of the Company;
  - b. The Guidance Note; and
  - c. The Guidance Note on Reports or Certificates for Special Purposes (Revised 2016), which include the concepts of test checks and materiality. This Guidance Note requires us to obtain reasonable assurance based on verification of evidence supporting the Restated Financial Information. This Guidance Note also requires

that we comply with the ethical requirements of the Code of Ethics issued by the Institute of Chartered Accountants of India.

4. These Restated Financial Information have been compiled by the Management from the Audited Financial Statements of the Company for the six months period ended September 30, 2018 and each of the years ended March 31, 2018, 2017 and 2016 which have been approved by the Board of Directors of the Company at their meetings held on November 19, 2018, August 10, 2018, September 01, 2017 and July 07, 2016 respectively and books of accounts underlying those financial statement and other records of the Company, to the extent considered necessary for the preparation of Restated Financial Information, are the responsibility of the Company's Management. The Financial Statement of the company for the six months period ended September 30, 2018 and the financial years ended March 31, 2018 and March 31, 2017 has been audited by us and for March 31, 2016 have been audited by Bipinchandra J. Modi & Co., Chartered Accountants as a sole statutory auditor and had issued unqualified reports for these years.
5. For the purpose of our examination, we have relied on:
  - a. Auditor's Report issued by us dated November 19, 2018, August 10, 2018 and September 01, 2017 on the Financial Statements of the Company as at and for the six months period ended September 30, 2018 and years ended March 31, 2018 and March 31, 2017 respectively as referred in Para 4 above;
  - b. Auditor's Report issued by previous auditor, M/s Bipinchandra J. Modi & Co., Chartered Accountants, dated July 07, 2016 on the Financial Statements of the Company as at and for the year ended March 31, 2016 as referred in Para 4 above;
  - c. The audit for the year ended March 31, 2016 was conducted by previous auditors, M/s. Bipinchandra J. Modi & Co., and accordingly reliance has been placed on the audit undertaken by them and in view of the non-availability of the previous auditor to issue examination report for the previous period on the Restated Financial Information, we have undertaken adequate additional procedures to identify and deal with the material adjustments in those period on the Restated Financial Information.
6. Based on our examination, we report that:
  - a) The Restated Summary Statement of Assets and Liabilities of the Company as at September 30, 2018, March 31, 2018, March 31, 2017 and March 31, 2016 examined by us, as set out in Annexure-I to this report, are after making adjustments and regrouping/reclassifications as in our opinion were appropriate and are more fully described in Annexure IVA: Notes on material adjustments and regrouping to Restated Summary Statement to Audited Financial Statements;
  - b) The Restated Summary Statement of Profit and Loss of the Company for the six months period ended September 30, 2018 and each of years ended March 31, 2018, March 31, 2017 and March 31, 2016 examined by us, as set out in Annexure-II to this report are after making adjustments and regrouping/reclassifications as in our opinion were appropriate and more fully described in Annexure IVA: Notes on material adjustments and regrouping to Restated Summary Statement to Audited Financial Statements.
  - c) The Restated Summary Statement of Cash Flows of the Company for the six months period ended September 30, 2018 and each of years ended March 31, 2018, March 31, 2017 and March 31, 2016 examined by us, as set out in Annexure-III to this report are after making adjustments and regrouping/reclassifications as in our

opinion were appropriate and more fully described in Annexure IVA: Notes on material adjustments and regrouping to Restated Summary Statement to Audited Financial Statements.

- d) Based on the above, according to the information and explanations given to us, we are of opinion that the Restated Financial Information:
- i.) do not contain any changes in accounting policies which require any adjustment retrospectively in respective financial years to reflect the same accounting treatment as per changed accounting policy for all the reporting periods except that the Company has changed depreciation method from written down value method to straight line method during the six months period ended September 30, 2018 for which retrospective adjustments has been made in the previous financial years to reflect the same accounting treatment as for the six months period ended September 30, 2018;
  - ii.) have been made after incorporating adjustments for the material amounts in the respective financial years to which they relate;
  - iii.) do not contain any extra-ordinary items that need to be disclosed separately in the Restated Summary Statements;
  - iv.) There are no qualifications in the auditors' reports on the Financial Statements of the Company as at and for the six months period ended September 30, 2018 and each of the years ended March 31, 2018, 2017 and 2016 which require any adjustments to the Restated Summary Statements; and
  - v.) **The Company has not provided for any gratuity liability in the audited and restated financial statement for a period up to March 31, 2017 in accordance with AS – 15. However, during the period ended as on March 31, 2018, the Company recognized the entire amount by way of gratuity provisioning of Rs 5.27 lacs based on Actuarial valuation carried out by LIC under the Group Gratuity Plan using Projected Unit Credit (PUC) method in the audited as well as restated financial statement. Our examination report on the restated financial statement so far as it relates recognition of gratuity for the period prior to March 31, 2018 is qualified to such extent of non-provisioning of gratuity for the respective years.**
  - vi.) Other audit qualifications included in the Auditors report / Annexure to the auditors' reports issued under Companies (Auditor's Report) Order, 2016, 2015 and 2003 (as amended), as applicable, on the statutory financial statements for the six months period ended September 30, 2018 and each of the years ended 2018, 2017 and 2016 which do not require any corrective adjustment in the Restated Summary Statements, are as follows:
    - 1. For the six months period ended September 30, 2018:  
**Under Independent Auditor's Report: Report on other legal & regulatory requirements**  
Clause 2(g)(i) The Company has pending litigations under the Income Tax Act, 1961 and the details of the same are in annexure A to this report read with note 43 to the audited financial statement which may impact its financial position to the extent of the demand raised by the IT Department.  
**Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements VII A**

a) During the period company has not deposited undisputed statutory dues in respect of provident fund, employees' state insurance, income-tax, goods and services tax, TDS etc. in time.

b) According to the information and explanations given to us, Rs153.81 Lacs/- are outstanding for more than 6 months as on the balance sheet date in respect of undisputed income tax from the date they became payable.

c) According to the information and explanations given to us, the following dues of Income Tax Act, 1961 have not been deposited by the company on account of disputes

Nature of Statute	Nature of dues	Amount unpaid (in lacs)	Period to which it relates	From Where it is pending
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	87.75	2015-2016	CIT (A)-I, Surat
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	25.32 29.80-4.48 ( 25.32)	2014-2015	CIT (A)-I, Surat

## 2. For the Year ended March 31, 2018:

### Under Independent Auditor's Report: Report on other legal & regulatory requirements

Clause 2(g)(1)(i) The Company has pending litigations under the Income Tax Act, 1961 and the details of the same are in annexure A to this report read with note 40 to the audited financial statement which may impact its financial position to the extent of the demand raised by the IT Department.

### Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements VII A

a).The Company is generally regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth-tax, service tax, goods and service tax, GST, customs duty, excise duty, value added tax, cess and other material statutory dues applicable to it, except for undisputed SGST and CGST under reverse charge mechanism and TDS under the IT Act 1961 which were outstanding for more than 6 months and the details of the same are as follows:

Nature of Statutory liability	Outstanding as on 31.03.2018 since	Amount (in Lacs)
SGST and CGST under reverse charge	Jul-17	0.00388
SGST and CGST under reverse charge	Aug-17	0.02948
SGST and CGST under reverse charge	Sep-17	0.00046
TDS under the IT Act, 1961	Sep-17	3.60000

b). According to the information and explanations given to us, the following dues of Income Tax Act, 1961 have not been deposited by the company on account of disputes

<b>Nature of Statute</b>	<b>Nature of dues</b>	<b>Amount unpaid (in lacs)</b>	<b>Period to which it relates</b>	<b>From Where it is pending</b>
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	87.75	2015-2016	CIT (A)-I, Surat
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	25.32 29.80-4.48 ( 25.32)	2014-2015	CIT (A)-I, Surat

### 3. For the year ended March 31, 2017:

#### **Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements VII A**

Clause VII (a)The Company is generally regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth-tax, service tax, GST, customs duty, excise duty, value added tax, cess and other material statutory dues applicable to it. Though there has been a slight delay in few cases.

7. We have also examined the following Restated Other Financial Information of the Company set out in the following Annexures, proposed to be included in the offer document, prepared by the Management and approved by the Board of Directors on December 06, 2018, for the six months period ended September 30, 2018 and for the years ended March 31, 2018, March 31, 2017 and March 31, 2016

1. Significant Material Adjustment as restated as appearing in ANNEXURE IV A;
2. Non Adjusting Items as restated as appearing in ANNEXURE IV B;
3. Significant accounting policies as restated as appearing in ANNEXURE V;
4. Details of share capital as restated as appearing in ANNEXURE VI to this report;
5. Details of reserves and surplus as restated as appearing in ANNEXURE VII to this report;
6. Details of long term borrowings as restated as appearing in ANNEXURE VIII to this report;
7. Details of deferred tax asset/liability as restated as per ANNEXURE IX to this report;
8. Details of Long Term Provisions as restated as appearing in ANNEXURE X to this report;
9. Details of Trade Payables as restated as appearing in ANNEXURE XI to this report;
10. Details of Other Current Liabilities as restated as appearing in ANNEXURE XII to this report;
11. Details of Short Term Provisions as restated as appearing in ANNEXURE XIII to this report;
12. Details of Fixed Assets as restated as appearing in ANNEXURE XIV to this report;
13. Details of Non Current Investments as restated as appearing in ANNEXURE XV to this report;
14. Details of Non Current Assets as restated as appearing in ANNEXURE XVI to this report;
15. Details of Inventories as restated as appearing in ANNEXURE XVII to this report;
16. Details of Trade Receivable as restated as appearing in ANNEXURE XVIII to this report;
17. Details of Cash And Cash Equivalents as restated as appearing in ANNEXURE XIX to this report;
18. Details of Short Term Loans And Advances as restated as appearing in ANNEXURE XX to this report;
19. Details of Other Current Assets as restated in ANNEXURE XXI to this report;
20. Details of Revenue From Operations as restated as appearing in ANNEXURE XXII to this report;
21. Details of Other Income as restated as appearing in ANNEXURE XXIII to this report;

22. Details of Cost of Material Consumed as restated as appearing in ANNEXURE XXIV to this report;
23. Details of Purchase of Stock in Trade as restated as appearing in ANNEXURE XXV to this report;
24. Details of Change in Inventories of Finished Goods, Work in Progress and Stock in Trade as restated as appearing in ANNEXURE XXVI to this report;
25. Details of Employee Benefits Expense as restated as appearing in ANNEXURE XXVII to this report;
26. Details of Finance Cost as restated as appearing in ANNEXURE XXVIII to this report;
27. Details of Other Expenses as restated as appearing in ANNEXURE XXIX to this report;
28. Summary of significant accounting ratios as restated as appearing in ANNEXURE XXX to this report;
29. Capitalisation Statement as at September 30, 2018 as restated as appearing in ANNEXURE XXXI to this report;
30. Statement of tax shelters as restated as appearing in ANNEXURE XXXII to this report.
31. Statement of Dividend declared and paid as restated as appearing in ANNEXURE XXXIII to this report.
32. Notes to Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash Flow as appearing in ANNEXURE XXXIV to this report.
33. Details of related party transactions as restated as appearing in ANNEXURE XXXV to this Report.

According to the information and explanations given to us, in our opinion the Restated Financial Information and the above restated financial information contained in Annexures I to XXXV accompanying this report read along with the Significant Accounting Policies and Notes as set out in Annexure V are prepared after making adjustments and regroupings as considered appropriate Refer Annexure IVA and have been prepared in accordance with Section 26 of Part I of Chapter III of the Companies Act, 2013 read with Rule 4 to 6 of Companies (Prospectus and Allotment of Securities) Rules, 2014, SEBIICDR Regulations and the Guidance Note.

8. This report should not in any way be construed as a reissuance or re-dating of any of the previous audit reports issued by us, nor should this report be construed as a new opinion on any of the financial statements referred to herein.
9. We have not audited any financial statements of the Company for any period subsequent to September 30, 2018. Accordingly, we express no opinion on the financial position, results of operations or cash flow of the Company as of any date or for any period subsequent to September 30, 2018. We have no responsibility to update our report for events and circumstances occurring after the date of the report.
10. Our report is intended solely for use of the Management for inclusion in the offer documents in connection with the proposed issue of equity shares of the Company. Our report should not be used, referred to or distributed for any other purpose except with our prior consent in writing.

For K A SANGHAVI & CO LLP  
CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

AMISH ASHVINBHAI SANGHAVI  
(DESIGNATED PARTNER)  
M. No. 101413

PLACE : SURAT  
DATE : 06/12/2018



## ANNEXURE I:

## Restated Summary Statement of Assets and Liabilities

(Amount in ₹ Lacs)

Particulars	Annexure	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>I. EQUITY AND LIABILITIES</b>					
<b>(1) Shareholders' Funds</b>					
(a) Share Capital	VI	1,307.50	1,294.44	550.00	350.00
(b) Reserves and Surplus	VII	4,840.85	4,375.35	2,617.76	1,005.99
<b>(2) Non-Current Liabilities</b>					
(a) Long-Term Borrowings	VIII	3,294.09	3,623.03	2,696.90	1,209.36
(b) Deferred Tax Liabilities	IX	939.17	893.12	901.12	348.46
(c) Other Long Term Liabilities		-	-	-	-
(d) Long Term Provision	X	1.54	-	-	-
<b>(3) Current Liabilities</b>					
(a) Short-term Borrowings		-	-	-	-
(b) Trade Payables	XI	578.55	557.03	280.37	713.18
(c) Other Current Liabilities	XII	761.82	747.58	920.18	1,485.56
(d) Short-term Provisions	XIII	458.93	354.07	313.25	245.42
<b>TOTAL</b>		<b>12,182.45</b>	<b>11,844.61</b>	<b>8,279.57</b>	<b>5,357.97</b>
<b>II. ASSETS</b>					
<b>(1) Non-current Assets</b>					
(a) Fixed Assets					
(i) Tangible Assets	XIV	8,571.86	5,825.68	5,818.50	3,089.30
(ii) Intangible Assets	XIV	2.74	2.88	-	-
(iii) Capital work-in-progress		321.08	3,360.51	778.22	124.82
(iv) Intangible Assets under Development		-	-	-	-
(b) Non-current Investments	XV	0.01	0.01	-	-
(c) Other Non-current Assets	XVI	355.22	-	-	-
(d) Deferred Tax Asset		-	-	-	-
(e) Long Term Loans & Advances		-	-	-	-
<b>(2) Current Assets</b>					
(a) Inventories	XVII	78.34	172.39	272.82	1,323.53
(b) Trade Receivables	XVIII	1,753.87	1,299.09	123.39	227.61
(c) Cash and Bank Balances	XIX	47.13	112.07	99.37	300.79
(d) Short Term Loans and Advances	XX	1,051.63	1,071.40	1,186.66	289.70
(e) Other Current Assets	XXI	0.58	0.58	0.61	2.22
<b>TOTAL</b>		<b>12,182.45</b>	<b>11,844.61</b>	<b>8,279.57</b>	<b>5,357.97</b>

Note:

The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

As per our report of even date attached

For K A SANGHAVI AND CO LLP

For and on behalf of the Board of Directors of K.P.I.  
Global Infrastructure LimitedCHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

AMISH ASHVINBHAI SANGHAVI

FARUKBHAI GULAMBHAI PATEL SANTOSHKUMAR SINGH

(DESIGNATED PARTNER)

(MANAGING DIRECTOR)

(WHOLE TIME DIRECTOR)

M. No. 101413

(DIN : 00414045)

(DIN : 08042286)

PLACE : SURAT  
DATE : 06/12/2018SALIM SULEMAN YAHOO  
(CHIEF FINANCIAL OFFICER)RAJVI  
VINODCHANDR  
A UPADHYAY  
(COMPANY  
SECRETARY) M.  
NO.: 47602

**ANNEXURE II:  
Restated Summary Statement of Profit and Loss**

(Amount in ₹ Lacs)

	Particulars	Annexure	For the 6 months period ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
<b>I</b>	<b>INCOME</b>					
	Revenue from Operations	XXII	1,815.25	3,155.54	2,576.03	2,746.92
	Other Income	XXIII	5.55	2.74	26.06	4.20
	<b>Total Revenue</b>		<b>1,820.80</b>	<b>3,158.28</b>	<b>2,602.09</b>	<b>2,751.12</b>
<b>II</b>	<b>EXPENSES</b>					
	Cost of Materials Consumed	XXIV	509.13	285.45	(198.08)	561.27
	Purchase of Stock-in-Trade	XXV	-	303.82	43.91	-
	Changes in Inventories of Finished Goods and Stock-in-Trade	XXVI	35.79	(39.39)	491.23	-
	Employee Benefit Expense	XXVII	43.86	109.00	91.26	102.02
	Financial Costs	XXVIII	141.75	297.50	194.69	73.93
	Depreciation and Amortization Expense		180.29	334.87	212.37	254.21
	Other Expenses	XXIX	369.05	642.65	401.57	610.15
	<b>Total Expenses</b>		<b>1,279.87</b>	<b>1,933.90</b>	<b>1,236.95</b>	<b>1,601.58</b>
<b>III</b>	<b>Restated Profit Before Exceptional and Extra Ordinary items and Tax (I-II)</b>		<b>540.93</b>	<b>1,224.38</b>	<b>1,365.14</b>	<b>1,149.54</b>
<b>IV</b>	<b>Exceptional Item</b>		-	-	-	-
<b>V</b>	<b>Restated Profit/(Loss) Before Tax (III- IV)</b>		<b>540.93</b>	<b>1,224.38</b>	<b>1,365.14</b>	<b>1,149.54</b>
<b>VI</b>	<b>Tax Expense:</b>					
	(1) Current Tax		110.29	249.65	291.32	245.31
	(2) Deferred Tax		44.58	(6.53)	552.66	345.72
	(3) Mat Credit Entitlement		(1.11)	(159.66)	(291.32)	(209.46)
<b>VII</b>	<b>Restated Profit/(Loss) after tax (V-VI)</b>		<b>387.17</b>	<b>1,140.92</b>	<b>812.49</b>	<b>767.97</b>
<b>X</b>	<b>Earnings Per Equity Share:</b>					
	(a) Basic Earnings Per Share *		2.99 *	9.39	7.95	8.09
	(b) Diluted Earnings Per Share *		2.99 *	9.39	7.95	8.09

\*not annualised for 6 months period ended September 30,2018

Note:

The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

As per our report of even date attached

For K A SANGHAVI AND CO LLP  
CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

For and on behalf of the Board of Directors of K.P.I. Global Infrastructure Limited

AMISH ASHVINBHAI SANGHAVI

FARUKBHAI GULAMBHAI PATEL SANTOSHKUMAR SINGH

(DESIGNATED PARTNER)

(MANAGING DIRECTOR) (WHOLE TIME DIRECTOR)

M. No. 101413

(DIN : 00414045) (DIN : 08042286)

PLACE : SURAT  
DATE : 06/12/2018

SALIM SULEMAN YAHOO RAJVI  
(CHIEF FINANCIAL OFFICER) VINODCHANDR  
A UPADHYAY  
(COMPANY SECRETARY)  
M. NO.: 47602

**ANNEXURE III:  
Restated Summary Cash Flow Statement**

(Amount in ₹ Lacs)

Particulars	For the 6 months period ended September 30, 2018	For the Year Ended March 31, 2018	For the Year Ended March 31, 2017	For the Year Ended March 31, 2016
<b>Cash flow from operating activities</b>				
Profit / (loss) before tax and exceptional items	540.93	1,224.38	1,365.14	1,149.54
<b>Adjustments for :</b>				
Depreciation	180.29	334.87	212.37	254.21
Profit/loss on sale of fixed assets	-	4.01	-	-
Reversal of excess MAT Credit	-	-	(0.72)	-
<b>Operating profit / (loss) before working capital change</b>	<b>721.21</b>	<b>1,563.26</b>	<b>1,576.79</b>	<b>1,403.75</b>
<b>Movements in working capital</b>				
(Increase) / decrease in inventories	94.05	100.43	1,050.71	478.73
(Increase) / decrease in Trade Receivables	(604.78)	(1,175.69)	104.22	(227.61)
(Increase) / decrease in short term advances and loans	20.95	275.08	(604.90)	439.14
(Increase) / decrease in long term Loan and advances	-	-	-	-
(Increase) / decrease in Non Current Assets *	38.91	-	-	-
(decrease) / Increase in trade payables	241.52	276.66	(432.81)	413.16
(decrease) / increase in other current liabilities	(55.76)	(172.59)	(565.39)	(1,071.94)
(decrease) / increase in other long term liabilities	-	-	-	-
(decrease) / increase in long term provisions	1.54	-	-	-
(decrease) / increase in short term provisions	(3.93)	5.28	-	-
(decrease) / increase in other current assets	-	0.04	1.61	(2.22)
<b>Cash (used in) / generated from operating activities</b>	<b>453.71</b>	<b>872.47</b>	<b>1,130.23</b>	<b>1,433.01</b>
Direct tax paid, net	(0.08)	(215.77)	(224.24)	(17.08)
<b>Net cash (used in) / generated from operating activities ( A )</b>	<b>453.63</b>	<b>656.70</b>	<b>905.99</b>	<b>1,415.93</b>
<b>Cash flow from investing activities</b>				
Payment for purchase of fixed asset including capital work in progress *	(281.02)	(2,937.43)	(3,594.96)	(2,500.46)
Proceeds from sale of fixed assets	-	6.20	-	-
Investment in equity shares	-	(0.01)	-	-
<b>Net cash (used in) / generated from investing activities ( B )</b>	<b>(281.02)</b>	<b>(2,931.24)</b>	<b>(3,594.96)</b>	<b>(2,500.46)</b>
<b>Cash flow from financing activities</b>				
Net Proceeds from issuance of share capital	13.06	97.22	200.00	50.00
Addition in Security Premium	78.33	1,263.89	800.00	150.00
Proceeds / (repayment) from long term borrowings, net	(328.94)	926.13	1,487.55	1,156.65
<b>Net cash (used in) / generated from financing activities ( C )</b>	<b>(237.55)</b>	<b>2,287.24</b>	<b>2,487.55</b>	<b>1,356.65</b>
<b>Net Increase / (decrease) in cash and cash equivalent (A+B+C)</b>	<b>(64.94)</b>	<b>12.70</b>	<b>(201.42)</b>	<b>272.12</b>
<b>Cash and cash equivalent at the beginning of the year</b>	<b>112.07</b>	<b>99.37</b>	<b>300.79</b>	<b>28.67</b>
<b>Cash and cash equivalent at the end of the year</b>	<b>47.13</b>	<b>112.07</b>	<b>99.37</b>	<b>300.79</b>

\* CWIP for the year ended March 31, 2018 included Rs. 394.13 lacs of Work in Progress of CPP business which has been transferred to Other Non current Assets during the six months period ended September 30, 2018.

**Notes :**

- The figures in brackets represent outflows.
- Previous period's figures have been regrouped / reclassified, wherever necessary, to confirm to current year presentation.
- The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.
- Cashflow statement has been prepared under the indirect method as set out in Accounting Standard 3.

**As per our report of even date attached**

**For K A SANGHAVI AND CO LLP**

CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

AMISH ASHVINBHAI SANGHAVI

(DESIGNATED PARTNER)

M. No. 101413

PLACE : SURAT  
DATE : 06/12/2018

**For and on behalf of the Board of Directors of K.P.I.  
Global Infrastructure Limited**

FARUKBHAI GULAMBHAI PATEL

(MANAGING DIRECTOR)

(DIN : 00414045)

SALIM SULEMAN YAHOO  
(CHIEF FINANCIAL OFFICER)

SANTOSH  
KUMAR SINGH

(WHOLE TIME  
DIRECTOR)

(DIN : 08042286)

RAJVI  
VINODCHANDR  
A UPADHYAY  
(COMPANY  
SECRETARY)  
M. NO.: 47602

**ANNEXURE –IV A: MATERIAL ADJUSTMENT TO THE RESTATED FINANCIAL STATEMENT**

**1. Material Adjustments**

(Amount in ₹ Lacs)

Particular	For the period ended September 30, 2018	For the year ended on March 31,		
		2018	2017	2016
<b>Net Profit/(loss) after tax as per audited statement of profit and loss</b>	<b>1,132.71</b>	<b>739.44</b>	<b>538.72</b>	<b>700.69</b>
<b>Adjustments for :</b>				
Depreciation	(922.50)	473.10	352.03	100.96
Provision For Deferred Tax	177.37	(66.82)	(78.51)	(33.97)
Adjustment For Prior Period	-	0.28	0.61	(0.40)
Preliminary Expense Written off	-	2.26	(0.36)	0.95
Loss on sale of fixed asset	-	(5.62)	-	-
Provision for Income Tax	-	(1.72)	-	(0.26)
<b>Net Profit/(loss) after tax as restated</b>	<b>387.57</b>	<b>1,140.92</b>	<b>812.49</b>	<b>767.97</b>

**1. Depreciation** – Depreciation has been calculated as per Companies Act 2013 on the useful life specified under the schedule. Adjustment for depreciation for earlier period has been made accordingly in the reserve of the Company under restatement.

In the period ended September 30, 2018 company has changed it's depreciation method from W.D.V. to S.L.M. and accordingly depreciation figures have been restated in the Profit And Loss account for previous financial years i.e. 2018,2017,2016.

**2. Provision for Deferred Tax:** Due to change in method of Depreciation, calculation of Deferred Tax also get changed and accordingly adjustments has made.

**3. Prior period :** The certain expenditure which was charged in one period but which belongs to earlier period has been adjusted to period to which it belongs under restatement

**4. Preliminary Expense:** In Audited financial it was amortised in 5 years but it should be written off in the same year in which it was incurred as per AS 26. Accordingly adjustment has been made.

**5. Provision for Income Tax:** Due to change in Re-stated profit, there is change in provision of Income Tax & accordingly adjustments have been made in respective years.

**(2) Material Regrouping**

During the year March 31, 2018 and March 31, 2017 the company has inadvertently decrease the sundry creditors with an amount of Rs. 220.00 Lacs and Rs. 97.79 Lacs respectively against the L.C. which was not realised. Accordingly the company has adjusted the L.C. amount in the balance sheet and increase the Trade Payables with the respective amount.

The presentation and disclosures has been made in the financial statements in accordance with Schedule III of Companies Act 2013. A reclassification of the corresponding items of income, expenses, assets, liabilities, wherever required, has been made in the restated assets & liabilities, restated profit and loss statement in order to bring them in line with the groupings as per the audited financial statements of the Company and the requirements of the Securities and Exchange Board of India (Issue of Capital & Disclosure Requirements) Regulations, 2018.

**(3) Reconciliation of Opening Reserve of Audited and Re stated financial statement as on 01/04/2016**

Particulars	(Amount in ₹ Lacs)
<b>Opening Reserve as per Audited Financial Statement</b>	<b>89.41</b>
<b>Add :</b>	
Depreciation	2.88
Provision for Deferred Tax	0.02
<b>Less :</b>	
Wrongly debited to fixed asset	(0.80)
Prior period adjustment	(0.49)
Preliminary Expenses written off	(2.85)
Provision for Income Tax	(0.15)
<b>Opening Reserve as per Re stated Financial Statement</b>	<b>88.02</b>

**ANNEXURE - IV B Non adjusting items:****1. For The Period Ended September 30 2018****Under Independent Auditor's Report : Report on other legal & regulatory requirements**

**Clause 2(g)(i)** The Company has pending litigations under the Income Tax Act, 1961 and the details of the same are given in annexure A to this report read with note 40 to the audited financial statement which may impact its financial position to the extent of the demand raised by the IT Department.

**Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements****Clause VII**

a) During the period company has not deposited undisputed statutory dues in respect of provident fund, employees' state insurance, income-tax, goods and services tax, TDS etc. in time.

b) According to the information and explanations given to us, Rs. 1,53,80,669/- are outstanding for more than 6 months as on the balance sheet date in respect of undisputed income tax from the date they became payable.

c) According to the information and explanations given to us, the following dues of Income Tax Act, 1961 have not been deposited by the company on account of disputes :

Nature of Statute	Nature of dues	Amount unpaid (₹ in lacs)	Period to which it relates	From Where it is pending
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	87.75	2015-2016	CIT (A)-I, Surat
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	25.32	2014-2015	CIT (A)-I, Surat
		29.80-4.48 ( 25.32)		

**2. For The Year ended March 31 2018****Under Independent Auditor's Report : Report on other legal & regulatory requirements**

**Clause 2(g)(1) (i)** The Company has pending litigations under the Income Tax Act, 1961 and the details of the same are given in annexure A to this report read with note 40 to the audited financial statement which may impact its financial position to the extent of the demand raised by the IT Department.

**Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements****Clause VII**

a) The Company is generally regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth-tax, service tax, goods and service tax, GST, customs duty, excise duty, value added tax, cess and other material statutory dues applicable to it, except for undisputed SGST and CGST under reverse charge mechanism and TDs under the IT Act 1961 which were outstanding for more than 6 months and the details of the same are as follows :

Nature of Statutory liability	Outstanding as on 31.03.2018 since	Amount (₹ in Lacs)
SGST and CGST under reverse charge	Jul-17	0.00388
SGST and CGST under reverse charge	Aug-17	0.02948
SGST and CGST under reverse charge	Sep-17	0.00046
TDS under the IT Act, 1961	Sep-17	3.60000

b) According to the information and explanations given to us, the following dues of Income Tax Act, 1961 have not been deposited by the company on account of disputes

Nature of Statute	Nature of dues	Amount unpaid (₹ in lacs)	Period to which it relates	From Where it is pending
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	87.75	2015-2016	CIT (A)-I, Surat
Income Tax Act, 1961	Income Scrutiny Tax Assessment U/S. 143(3)	25.32	2014-2015	CIT (A)-I, Surat
		29.80-4.48 ( 25.32)		

**3. For the year ended March 31, 2017 :****Under Annexure A refer to in para 1 under the heading report on other legal & regulatory requirements****Clause VII**

a) The Company is generally regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth-tax, service tax, GST, customs duty, excise duty, value added tax, cess and other material statutory dues applicable to it. Though there has been a slight delay in few case.

## ANNEXURE – V NOTES TO RESTATED SUMMARY STATEMENT OF ASSETS AND LIABILITIES, PROFITS AND LOSSES AND CASHFLOWS

### BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

#### I. Corporate information:

K.P.I. Global Infrastructure Limited (“the Company”) was incorporated on 01/02/2008 as a Limited company domiciled in India. The company is primarily engaged in Development and Trading of Plots of Solar Park, Development of Solar Parks for Generation and Distribution of Energy and also generation of solar energy.

#### II. Basis of Preparation:

The Restated Financial Statements relate to the Company and have been specifically prepared for inclusion in the document to be filed by the Company with the ROC in connection with the proposed Initial Public Offering ('IPO') of equity shares of the Company (referred to as the "Issue"). The Restated Financial Statements consist of the restated summary statement of assets and liabilities of the Company as at September 30, 2018, March 31, 2018, 31 March 2017 and 31 March 2016, , the related restated summary statement of profit and losses and the related restated summary statement of cash flows for the 6 months period 1 April 2018 to 30 September 2018 and for the financial year ended 1 April 2017 to 31 March 2018, 1 April 2016 to 31 March 2017 and 1 April 2015 to 31 March 2016 (hereinafter collectively referred to as “the Restated Financial Statements”).

The Restated Financial Statements have been prepared to comply in all material respects with the requirements of Section 26 read with applicable provisions within Rules 4 to 6 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 to the Companies Act, 2013 ('the 2013 Act'); and the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 (“the SEBI Regulations”) The 2013 Act and the SEBI Regulations require the information in respect of the assets and liabilities and profit and losses of the Company for each of the three years and stub period immediately preceding the issue of the Prospectus. These Restated Financial Statements were approved by the Board of Directors of the Company in their meeting held on December 06, 2018.

The Audited Financial Statements were prepared in accordance with the generally accepted accounting principle in India (Indian GAAP) at the relevant time. The Restated Financial Statements of the Company have been prepared and presented under the historical cost convention on the accrual basis of accounting and comply with the Accounting Standards issued under the Companies (Accounting Standards) Rules, 2006 which continue to apply under Section 133 of the Companies Act, 2013 [which has superseded Section 211(3C) of the Companies Act, 1956 w.e.f. 12 September 2013], other pronouncements of the Institute of Chartered Accountants of India ('ICAI'), the provisions of the Companies Act, 2013 to the extent notified and applicable.

The Accounting Policy adopted for preparing financial statements for the period ended September 30, 2018 have been applied consistently for all the years under restatement.

These restated financial statements have been prepared so as to contain information / disclosures and incorporating adjustments set out below in accordance with the SEBI Regulations:

- i. Adjustments for audit qualification requiring corrective adjustment in the financial statements, if any;
- ii. Adjustments for the material amounts in respective years to which they relate, if any;
- iii. Adjustments for previous years identified and adjusted in arriving at the profits of the years to which they relate irrespective of the year in which the event triggering the profit or loss occurred, if any;
- iv. Adjustment to the profits or losses of the earlier years and of the year in which the change in the accounting policy has taken place place is recomputed to reflect what the profits or losses of those years would have been if a uniform accounting policy was followed in each of these years, if any;
- v. 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 period ended 30 September 2018 and the requirements of the SEBI Regulations, if any

vi. The resultant impact of tax due to the aforesaid adjustments, if any.

### III. Significant Accounting Policies

(i) **Basis of preparation of Financial Statements :**

These financial statements of the company have been prepared in accordance with the Generally Accepted Accounting Principles in India ('Indian GAAP') to comply with the Accounting Standards specified under Section 133 of the Companies Act, 2013, read with Rule 7 of the Companies (Accounts) Rules, 2014 and the relevant provisions of the Companies Act, 2013. The financial statements have been prepared under the historical cost convention on accrual basis, except in case of assets for which provision for impairment for certain financial instruments which are measured at fair value.

(ii) **Presentation and disclosure of financial statements :**

The company has presented the financial statements as per the Schedule III notified under the Companies Act, 2013. The company has also reclassified the previous figures in accordance with the requirements applicable in the current period.

(iii) **Use of Estimates :**

The preparation of financial statements in conformity with Indian GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities and the disclosure of contingent liabilities, if any at the end of the reporting period. Although these estimates are based upon management's best knowledge of current events and actions, uncertainty about these assumptions and estimates could result in the outcomes requiring a material adjustment to the carrying amounts of assets or liabilities in future periods.

(iv) **Property, Plant and Equipment (AS 10) :**

Property, plant and equipment are carried at cost of acquisition and other applicable costs less accumulated depreciation and accumulated impairment loss, if any. The cost of fixed assets includes cost of acquisition plus, any freight, taxes, duties and other incidental expenses that are directly attributable to bring the assets to their working conditions for their intended use. Borrowing costs directly attributable to the qualifying assets are capitalized as part of the cost. The costs of internally generated assets comprise direct costs attributed to the generation of the assets.

Capital work in progress comprises of the cost of fixed assets that are not yet ready for their intended use at the balance sheet date. Assets held for disposal, if any are stated at the lower of net book value and the estimated net realizable value.

When parts of the items of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment. Subsequent expenditure relating to the property, plant and equipment is capitalized only when it is probable that future economic benefits associated with these will flow to the company and the cost of the item can be measured reliably.

Gain / loss arising from de-recognition / sale / disposal of fixed assets are measured as the difference between the net disposal / sale proceeds and the carrying amount of the assets and are recognized in the statement of profit or loss when the asset is derecognized / disposed off.

Advances paid towards the acquisition of fixed assets, if any outstanding as of balance sheet date is disclosed under long term loans and advances. No assets have been revalued during the periods.

(v) **Intangible Assets :**

Intangible assets are stated at the consideration paid for acquisition less accumulated amortization and accumulated impairment losses, if any.

Intangible assets, if any are amortized on a straight line basis over the estimated useful economic life.

Amortization methods and useful lives are reviewed periodically including at each financial period end.

(vi) **Borrowing Costs (AS 16):**

Borrowing cost primarily includes interest and amortization of ancillary costs incurred in connection with the arrangement of borrowings.

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective asset.

(vii) **Depreciation / Amortization :**

Depreciation on tangible fixed assets is calculated on the Stright Line Method (SLM) Method based on the useful lives and residual values estimated by the management in accordance with Schedule II to the Companies Act, 2013. The identified components are depreciated separately over their useful lives; the remaining components are depreciated over the life of the principal asset. No assets have been revalued during the year.

Type of assets	Useful lives (in years)
Plant & machineries	15
Computers	3
Office equipments	5
Furniture and fixtures	10
Motor vehicles	8
Vehicles (2 wheelers)	10
Electrical installations	10

(viii) **Impairment of Tangible and Intangible Assets (AS 28):**

As per the estimates made by the management and as per the various assessments made by the management, there were no indicators whether internal or external (as provided in para 8 of AS 28) which has led to the impairment loss to any assets. Since there are no such indicators which suggest that the net value of the assets would fall significantly by passage of time and normal use, the company has not provided for any impairment loss for any assets during the financial period. The company has chosen the “value in use” technic and as per the measurement of future cash flow, the management is of the opinion that the future cash flow and the terminal value of the assets would not be significantly less than the carrying value and hence no impairment for any assets has been provided for in the financial statements.

No reversal of impairment loss has been recognized in the Profit & loss Account.

Since the company has not carried out the activities in segments, the impairment loss or reversal of the impairment loss has not been provided for the segments.

In the opinion of the Board of Directors and to the best of their knowledge and belief the aggregate value of the current assets , loans and advances on realization in the ordinary course of business, will not be less than the amount at which they are stated in the Balance Sheet.

(ix) **Investments (AS 13):**

Investments which are readily realisable and intended to be held for not more than one year from the date on which such investments are made, are classified as current investments. All other investments are classified as long-term investments.

On initial recognition, all investments are measured at cost. The cost comprises purchase price and directly attributable acquisition charges such as brokerage, fees and duties. If an investment is acquired, or partly acquired, by the issue of shares or other securities, the acquisition cost is the fair value of the securities issued.

Current investments are carried in the financial statements at lower of cost and fair value determined on an individual investment basis. Long-term investments are carried at cost. However, provision for diminution in value, if any is made to recognise a decline other than temporary in the value of the investments. On disposal of an investment, if any, the difference between its carrying amount and net disposal proceeds is charged or credited to the statement of profit and loss.

(x) **Government grants and subsidies (AS 12):**

Grants and subsidies from the government are recognised when there is reasonable assurance that (i) the Company will comply with the conditions attached to them, and (ii) the grant / subsidy will be received.

When the grant or subsidy relates to revenue, it is recognised as income on a systematic basis in the statement of profit and loss over the periods necessary to match them with the related costs, which they are intended to compensate. Where



the grant relates to an asset, it is recognised as deferred income and released to income in equal amounts over the expected useful life of the related asset.

During the year, the Company has not applied for any Grants / subsidies related to the Revenue or specific Fixed Assets nor the Company has received any such Grants / subsidies during the year.

**(xi) Inventories (AS 2):**

Inventories of plots, components, work-in-progress, project work-in-progress are valued at the lower of cost and estimated net realisable value. Cost in case of work in progress is determined on the basis of the actual expenditure attributable to the said work till the end of the reporting period.

**(xii) Revenue recognition (AS 9):**

Revenue comprises sale of plots, sale of power plant and sale of solar power generated by the Company. Revenue is recognised to the extent it is probable that the economic benefits will flow to the Company and that the revenue can be reliably measured. The Company collects sales taxes, value added taxes (VAT), goods and services tax (GST) as applicable on behalf of the government and therefore, these are not economic benefits flowing to the Company. Hence, they are excluded from revenue.

Sales :

Revenue from sale of plots and sale of power plant is recognised in the statement of profit and loss when the significant risks and rewards in respect of ownership of plots and power plants have been transferred to the buyer as per the terms of the respective agreement and possession has been handed over to the buyer and the income can be measured reliably and is expected to be received. Revenue from sale of electricity (power) is recognised in the statement of profit and loss when the same is sold and transmitted to the customers. In case of sale of plots the registered sale deeds are not executed in the name of the buyers however, the company has transferred the physical possession of plots to the buyers and the possession receipts have been duly executed by the company in favour of buyers.

Interest income :

Interest income is recognized on a time proportion basis taking into account the amount outstanding and the rate applicable.

**(xiii) CENVAT, Gujarat VAT Credit & GST :**

CENVAT, Gujarat VAT credit till the date of applicability and GST credit available on purchase of materials, purchase of capital goods and input services is not charged to cost of material, capital goods and services. CENVAT VAT credit and GST Credit availed is accounted by way of adjustment against excise duty, VAT payable GST payable on outward taxable supply of goods and services.

**(xiv) Retirement and other Employee benefits (AS 15) :**

Defined contributions to Provident Fund are charged to the statement of Profit & Loss of the year, when the employee renders the related service. There are no other obligations other than the contribution payable to the respective statutory authorities.

The company does not pay Leave Salary on accumulated leaves. In accordance with the Payment of Gratuity Act, 1972, the company provides for an amount for gratuity to eligible employees, to be paid at retirement or termination of employees. The company's obligation in respect of the Gratuity Plan, which is defined benefit plan, is provided for, based on Actuarial valuation carried out by LIC under the Group Gratuity Plan using Projected Unit Credit (PUC) method. The company has not recognized actuarial gain or loss in the statement of profit & loss.

**(xv) Foreign Exchange Transactions (AS 11):**

Transactions in foreign currencies other than those covered by forward contracts entered into by the Company are accounted at the exchange rates prevailing on the date of transactions or at rates that closely approximate the rate at the date of the transaction.

Monetary assets (debtors for exports) and liabilities (Creditors for imports) relating to foreign currency transactions remaining unsettled at the end of the period are translated at the period-end rate and the difference in translation and realized gain and losses on foreign exchange transactions are recognized in the statement of profit and loss.

Non-monetary foreign currency items are carried at historical cost determined on the date of transaction.

Exchange difference in respect of liability incurred to acquire fixed assets is charged to revenue account.

Forward premium in respect of forward exchange contracts, if any is recognized over the life of contract. There is no carry forward of Forward contract as at the end of the year. The company has not entered into any forward exchange contracts intended for trading or speculation purposes.

The Company has not entered into any Foreign Exchange Transactions during the year under consideration.

**(xvi) Taxation (AS 22):**

Tax expense comprises current and deferred tax. Current income-tax is measured at the amount expected to be paid to the tax authorities in accordance with the Income-tax Act, 1961 enacted in India and tax laws prevailing in the respective tax jurisdictions where the Company operates. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date. Current income tax relating to items recognised directly in equity is recognised in equity and not in the statement of profit and loss.

Deferred income taxes reflect the impact of timing differences between taxable income and accounting income originating during the current year and reversal of timing differences for the earlier years. Deferred tax is measured using the tax rates and the tax laws enacted or substantively enacted at the reporting date. Deferred income tax relating to items recognised directly in equity is recognised in equity and not in the statement of profit and loss.

Deferred tax liabilities are recognised for all taxable timing differences. Deferred tax assets are recognised for deductible timing differences only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realised. In situations where the Company has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognised only if there is virtual certainty supported by convincing evidence that they can be realised against future taxable profits.

At each reporting date, the Company re-assesses unrecognised deferred tax assets. It recognises unrecognised deferred tax asset to the extent that it has become reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which such deferred tax assets can be realised.

The carrying amount of deferred tax assets are reviewed at each reporting date. The Company writes-down the carrying amount of deferred tax asset to the extent that it is no longer reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available against which deferred tax asset can be realised. Any such write down is reversed to the extent that it becomes reasonably certain or virtually certain, as the case may be, that sufficient future taxable income will be available.

Deferred tax assets and deferred tax liabilities are offset, if a legally enforceable right exists to set-off current tax assets against current tax liabilities and the deferred tax assets and deferred taxes relate to the same taxable entity and the same taxation authority.

Minimum alternate tax (MAT) paid in a year is charged to the statement of profit and loss as current tax. The Company recognises MAT credit available as an asset only to the extent that there is convincing evidence that the Company will pay normal income tax during the specified period, i.e., the period for which MAT credit is allowed to be carried forward. In the year in which the Company recognises MAT credit as an asset in accordance with the Guidance Note on Accounting for Credit Available in respect of Minimum Alternative Tax under the Income-tax Act, 1961, the said asset is created by way of credit to the statement of profit and loss and shown as "MAT credit entitlement." The Company reviews the "MAT credit entitlement" asset at each reporting date and writes down the asset to the extent the Company does not have convincing evidence that it will pay normal tax during the specified period in future. Separate and detailed calculation of deferred tax is appended in notes.

**(xvii) Provisions and Contingent Liabilities, Contingent Assets (AS 29):**

A provision is recognised when the Company has a present obligation as a result of past events; it is probable that an outflow of resources will be required to settle the obligation and in respect of which a reliable estimate can be made of the amount of obligation. Provisions are not discounted to their present value and are determined based on best estimate

required to settle the obligation at the balance sheet date. These estimates are reviewed at each balance sheet date and adjusted to reflect the current best estimates.

Provisions of various expenses are recognized in the financial statements since there exists present obligations as a result of event and the expenses are accrued and incurred during the year.

The opening balances of provisions are used during the year against the payments during the year. The closing balances of provisions are the expenses accrued during the year and provided.

A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognised because it is not probable that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognised because it cannot be measured reliably.

The Company does not recognise a contingent liability but discloses its existence in the financial statements unless the possibility of an outflow is remote.

A contingent asset is not recognized in the financial statements and hence not disclosed.

**(xviii) Earnings / (loss) per share (AS 20) :**

Basic earnings / (loss) per share are calculated by dividing the net profit / (loss) for the period attributable to equity shareholders (after deducting preference dividends and attributable taxes) by the weighted average number of equity shares outstanding during the period. The weighted average number of equity shares outstanding during the period are adjusted for any bonus shares issued during the year and also after the balance sheet date but before the date the financial statements are approved by the board of directors for the purpose of calculating diluted earnings / (loss) per share. The net profit / (loss) for the period attributable to equity shareholders and the weighted average number of shares outstanding during the period are adjusted for the effects of all dilutive potential equity .

The number of equity shares and potentially dilutive equity shares are adjusted for bonus shares if any as appropriate. The dilutive potential equity shares are adjusted for the proceeds receivable, had the shares been issued at fair value. Dilutive potential equity shares are deemed converted as of the beginning of the period, unless issued at a later date.

**(xix) Cash and Cash Equivalents :**

Cash and cash equivalents for the purpose of cash flow statement comprise cash at bank and in hand, cheques on hand and short-term investments with an original maturity of three months or less.

**(xx) Operating leases :**

**Where the Company is a lessee in sale and lease back transaction :**

Leases where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item are classified as operating leases. Operating lease payments are recognised as an expense in the statement of profit and loss on the basis of the lease (rent agreements). Initial direct costs such as legal costs, brokerage costs, etc. if any, are recognised immediately in the statement of profit and loss. Any profit or loss arising out of sale and lease back transaction is recognized immediately when sale price is equal to fair value.

## ANNEXURE - VI Restated Statement of Share Capital

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>Authorised Share Capital:</b>				
Equity Shares of Rs.10/- each	2000.00	2000.00	550.00	500.00
<b>Issued, Subscribed and Paid-up:</b>				
Equity Shares of Rs.10/- each	1307.50	1294.44	550.00	350.00

(a) Reconciliation of the number of shares outstanding at the beginning and at the end of the reporting year is set out below:

(Figures in ₹ Lacs)

Particulars	As at September 30, 2018		As at March 31, 2018		As at March 31, 2017		As at March 31, 2016	
	No. of Shares	Share Capital	No. of Shares	Share Capital	No. of Shares	Share Capital	No. of Shares	Share Capital
Equity Shares at the beginning of the year	129.44	1,294.44	55.00	550.00	35.00	350.00	30.00	300.00
Add: Bonus Shares Issued during the period	-	-	64.72	647.22	-	-	-	-
Add: Shares Issued during the period	1.31	13.06	9.72	97.22	20.00	200.00	5.00	50.00
<b>Equity Shares at the end of the year</b>	<b>130.75</b>	<b>1,307.50</b>	<b>129.44</b>	<b>1,294.44</b>	<b>55.00</b>	<b>550.00</b>	<b>35.00</b>	<b>350.00</b>

(b) The details of shareholders holding more than 5% shares:

Name of Shareholder	As at September 30, 2018		As at March 31, 2018		As at March 31, 2017		As at March 31, 2016	
	No. of Shares	% of Holding	No. of Shares	% of Holding	No. of Shares	% of Holding	No. of Shares	% of Holding
FARUKBHAI GULAMBHAI PATEL	85.14	65.11	81.84	63.22	40.92	74.40	26.04	74.40
RAISONNEUR CAPITAL LTD.	13.57	10.38	13.57	10.49	-	-	-	-

(c) Right, preferences and restrictions attached to shares

Every holder of an equity share as reflected in the records of the Company on the date of the shareholders meeting shall have one vote in respect of each share held for all matter submitted to vote in a shareholders meeting of the company. Any dividend declared by the company shall be paid to each holder of Equity shares in proportion to the number of shares held to total equity shares outstanding as on that date. In the event of liquidation of the Company all preferential amounts if any shall be discharged by the Company. The remaining assets of the Company shall be distributed to the holders of equity shares in proportion of the number of shares held to the total equity shares outstanding as on that date.

(d) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - VII Restated Statement of Reserves and Surplus**

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018	As At March 31, 2018	As At March 31, 2017	As At March 31, 2016
<b>(a) Profit and Loss Account</b>				
As per last Balance Sheet	2,808.68	1,667.76	855.99	88.02
Add: Profit for the year	387.17	1,140.92	812.49	767.97
<b>Less : Appropriations</b>	-	-	0.72	-
<b>Total</b>	<b>3,195.84</b>	<b>2,808.68</b>	<b>1,667.76</b>	<b>855.99</b>
<b>(b) Security Premium Reserve</b>				
As per last Balance Sheet	1,566.67	950.00	150.00	-
Add: On issue of shares	78.33	1,263.89	800.00	150.00
Less: Bonus Shares Issued	-	647.22	-	-
<b>Total</b>	<b>1,645.00</b>	<b>1,566.67</b>	<b>950.00</b>	<b>150.00</b>
<b>Total</b>	<b>4,840.85</b>	<b>4,375.35</b>	<b>2,617.76</b>	<b>1,005.99</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

## ANNEXURE - VIII Restated Statement of Long Term Borrowing :

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018		As At March 31, 2018		As At March 31, 2017		As At March 31, 2016	
	Non Current Portion	Current Portion (other current liabilities)	Non Current Portion	Current Portion (other current liabilities)	Non Current Portion	Current Portion (other current liabilities)	Non Current Portion	Current Portion (other current liabilities)
<b>Secured Loans</b>								
<b>Term Loans from banks</b>								
SBI TERM LOAN-1	2,707.29	332.52	2,856.11	332.52	2,511.13	366.30	1,023.00	150.03
SBI TERM LOAN-2	540.89	200.04	671.01	200.04	-	-	-	-
<b>Vehicle Loans from banks</b>								
AXIS BANK HYDRA LOAN	-	1.10	-	3.21	3.21	3.92	10.67	3.53
AXIS BANK- REFINANCE	23.27	20.64	34.55	19.15	53.70	16.50	-	-
HDFC BANK HEXA LOAN	8.14	2.61	9.47	2.50	-	-	-	-
ICICI CAR LOAN-1	-	-	-	-	-	0.45	50.43	10.17
ICICI CAR LOAN-2	-	-	-	-	-	-	2.26	1.62
<b>Vehicle Loans from financial institution</b>								
KOTAK MAHINDRA PRIME LTD.TOP UP LOAN	3.44	4.11	6.15	2.82	-	-	-	-
KOTAK MAHINDRA PRIME LTD. LOAN	2.91	2.85	4.40	2.71	7.20	2.46	12.00	2.23
CHOLAMANDALAM TRACTOR LOAN	2.44	1.65	3.34	1.52	-	-	-	-
<b>Unsecured Loans</b>								
BAJAJ FINANCE LIMITED	-	0.69	-	5.01	4.94	7.50	-	-
<b>Related Parties &amp; Due to Directors</b>								
From Directors								
Rajnikant Harilal Shah	-	-	19.30	-	19.30	-	19.30	-
Farukbhai Gulambhai Patel	5.70	-	-	-	-	-	-	-
From Relatives of Directors								
Pritiben Rajnikant Shah	-	-	18.70	-	18.70	-	-	-
Rajnikant Harilal Shah Huf	-	-	-	-	62.00	-	80.70	-
Rashida Gulam Patel	-	-	-	-	1.50	-	-	-
Vahidabanu Faruk Patel	-	-	-	-	1.55	-	-	-
Ayesha faruk Patel	-	-	-	-	2.21	-	-	-
OTHERS	-	-	-	-	11.46	-	11.00	-
<b>Total</b>	<b>3,294.09</b>	<b>566.20</b>	<b>3,623.03</b>	<b>569.48</b>	<b>2,696.90</b>	<b>397.13</b>	<b>1,209.36</b>	<b>167.58</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

## (c) Nature of Security and Terms of repayment:

(Amount in ₹ Lacs)

Sr. No.	Lender	Security Offered	Nature of Facility	Amount Sanctioned	Amount outstanding as on September 30, 2018			Rate of Interest	Repayment terms
					Non - Current Portion	Current Portion shown under current liabilities	Total		
1	State Bank Of India	<b>Primary Security:</b> First charge over entire fixed assets created out of bank finance. <b>Collateral Security:</b> 1) Bungalow situated at plot no. 9,10,11, Shabnam Park Society, New Cause Way Road, Rander, Tal – Adajan, Surat 2) Immovable property at Block no. 398 situated at village Sudi, Taluka: Amod, District Bharuch 3) Registered mortgage of immovable property at Block no. 380 situated at village Sudi, Taluka: Amod, District Bharuch 4) Registered mortgage of Block no. 383/A (Block no. 383 & 383/B) situated at village Sudi, Taluka: Amod, District Bharuch 5) Registered mortgage of Block no. 414 situated at village Sudi, Taluka: Amod, District Bharuch	Term Loan-1	1200.00	540.89	200.04	740.93	10.95%	76 Months including moratorium of 4 months
2	State Bank Of India	6) Registered mortgage of Block no. 415 situated at village Sudi, Taluka: Amod, District Bharuch 7) Registered mortgage of plot no. 5, 11, 12, 14 to 16, 19, 22, 23, 28 to 32, 36 to 40, 43 to 46, 49 to 69, 72 to 75, 78, 79, 83 to 88 situated at village Sudi, Taluka: Amod, District Bharuch 8) Personal Guarantee of Faruk Gulam Patel, Rashida Gulam Patel, Dhimantra Joshi, Gulamahmad Alibhai Patel, Rajnikant Harital Shah 9) Company have pledge 22,49,402 shares.	Term Loan-2	3325.00	2707.29	332.52	3039.81	10.95%	128 Months including moratorium of 8 months
3	Axis Bank Ltd.	Hypothecation of Vehicle and Guarantee of Farukbhai G. Patel	Hydra Loan	11.50	23.27	20.64	43.91	10.26%	36 Months
4	Axis Bank Ltd.	Hypothecation of Vehicle	Vehicle Loan	77.64	0.00	1.10	1.10	15.00%	48 Months
5	HDFC Bank Ltd.	Hypothecation of Vehicle	Vehicle Loan	13.90	8.14	2.61	10.75	8.51%	60 Months
6	Kotak Mahindra Prime Limited	Hypothecation of Vehicle	Vehicle Loan	9.70	3.44	4.11	7.55	16.54%	36 Months
7	Kotak Mahindra Prime Limited	Hypothecation of Vehicle	Vehicle Loan	13.15	2.91	2.85	5.76	9.81%	60 Months
8	Cholamandam Investment and Finance Company Limited	Hypothecation of Tractor	Vehicle Loan	5.22	2.44	1.65	4.09	17.16%	36 Months
9	Bajaj Finance Limited	NIL	Business Loan	15.30	0.00	0.69	0.69	18.00%	24 Months
10	Farukbhai Gulambhai Patel	NIL	Business Loan	-	5.70	-	5.70	-	Repayble on demand

**ANNEXURE - IX Restated Statement of Net Deferred Tax Assets/Liabilities**

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018	As At March 31, 2018	As At March 31, 2017	As At March 31, 2016
<b>Deferred Tax Liability</b>				
Related Fixed Assets	938.76	894.59	901.71	349.04
Gratuity	0.41	-	-	-
Total (a)	939.17	894.59	901.71	349.04
<b>Deferred Tax Assets</b>				
Preliminary Expenses	-	-	0.59	0.58
Gratuity	-	1.47	-	-
Total (b)	-	1.47	0.59	0.58
<b>Total (a-b)</b>	<b>939.17</b>	<b>893.12</b>	<b>901.12</b>	<b>348.46</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - X Restated Statement of Long Term Provisions**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Gratuity payable	1.54	-	-	-
<b>Total</b>	<b>1.54</b>	<b>-</b>	<b>-</b>	<b>-</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.



**ANNEXURE - XI Restated Statement of Trade Payable**

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Dues to Micro and Small Enterprises	-	-	-	-
Other Trade payables to Director & Other related Parties	-	341.16	117.60	2.33
Other Trade payables	578.55	215.87	162.77	710.85
<b>Total</b>	<b>578.55</b>	<b>557.03</b>	<b>280.37</b>	<b>713.18</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XII Restated Statement of Other Current Liabilities**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Current maturities of long-term debt	566.20	569.48	397.13	167.58
Advance received from customer	85.79	98.36	469.99	1,296.96
TDS PAYABLE	14.21	16.53	6.44	3.11
GST PAYABLE	-	0.43	-	-
VAT PAYABLE	-	-	0.26	-
SALARY PAYABLE	15.50	13.75	4.94	4.01
PF PAYABLE	0.24	0.24	0.23	0.14
PROFESSIONAL TAX PAYABLE	0.08	0.16	0.08	0.22
RENT PAYABLE	42.32	31.99	0.28	0.05
OTHER ACCRUED EXPENSE	1.00	0.77	1.87	5.38
OTHER	36.48	15.87	38.96	8.11
<b>Total</b>	<b>761.82</b>	<b>747.58</b>	<b>920.18</b>	<b>1,485.56</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

(b) Nature of Security and Terms of repayment: Refer Annexure VIII(c)

**ANNEXURE - XIII Restated Statement of Short Term Provisions**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Gratuity payable	1.34	5.27	-	-
Provision for income tax	457.59	348.80	313.25	245.42
<b>Total</b>	<b>458.93</b>	<b>354.07</b>	<b>313.25</b>	<b>245.42</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

## ANNEXURE - XIV Restated Statement of Fixed Assets -Tangible and Intangible Assets

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018	As At March 31,		
		2018	2017	2016
Land&Buildings	1,230.50	1,116.19	-	-
Add : Addition	3.01	114.31	1,116.19	-
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	-	-	-	-
<b>Net Block</b>	<b>1,233.50</b>	<b>1,230.50</b>	<b>1,116.19</b>	-
Computers	14.41	12.58	8.74	2.67
Add : Addition	-	1.83	3.85	6.06
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	(10.85)	(8.88)	(5.06)	(2.12)
<b>Net Block</b>	<b>3.56</b>	<b>5.54</b>	<b>7.52</b>	<b>6.62</b>
Furniture & Fixtures	7.49	7.12	6.30	5.32
Add : Addition	7.57	0.37	0.82	0.98
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	(2.65)	(2.26)	(1.58)	(0.94)
<b>Net Block</b>	<b>12.40</b>	<b>5.23</b>	<b>5.54</b>	<b>5.36</b>
Plant & Machinery	5,032.88	4,837.50	3,017.21	3.83
Add : Addition	2,914.85	195.38	1,820.30	3,199.66
Less : Deduction	-	-	(245.86)	-
Less: Accumulated Depreciation	(725.65)	(557.71)	-	(239.51)
Less : Ajustment depreciation	-	-	-	-
<b>Net Block</b>	<b>7,222.09</b>	<b>4,475.18</b>	<b>4,591.64</b>	<b>2,963.97</b>
Vehicles & Buses	136.11	129.08	129.08	99.75
Add : Addition	-	25.43	-	29.33
Less : Deduction	-	(18.40)	-	-
Less: Accumulated Depreciation	(56.64)	(48.58)	(39.70)	(24.43)
<b>Net Block</b>	<b>79.47</b>	<b>87.53</b>	<b>89.38</b>	<b>104.65</b>
Office Equipments	11.73	-	-	-
Add : Addition	0.89	11.73	-	-
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	(1.35)	(0.21)	-	-
<b>Net Block</b>	<b>11.27</b>	<b>11.53</b>	-	-
Electrical Installations and equipments	12.90	9.81	9.38	2.63
Add : Addition	-	3.09	0.42	6.75
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	(3.33)	(2.72)	(1.57)	(0.68)
<b>Net Block</b>	<b>9.57</b>	<b>10.18</b>	<b>8.23</b>	<b>8.71</b>
Software	2.99	-	-	-
Add : Addition	-	2.99	-	-
Less : Deduction	-	-	-	-
Less: Accumulated Depreciation	(0.25)	(0.11)	-	-
<b>Net Block</b>	<b>2.74</b>	<b>2.88</b>	-	-
<b>Total Net Block</b>	<b>8,574.60</b>	<b>5,828.56</b>	<b>5,818.50</b>	<b>3,089.30</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XV Restated Statement of Non-Current Investment**

(Amount in ₹ Lacs)

<b>Particulars</b>	<b>As at September 30, 2018</b>	<b>As at March 31, 2018</b>	<b>As at March 31, 2017</b>	<b>As at March 31, 2016</b>
<b>Other Investment (Unquoted Non Trade)</b>				
100 EQUITY SHARES of Rs. 10 Each Fully Paidup in EVERGREEN MAHUVA WINDFARMS PRIVATE LIMITED	0.01	0.01	-	-
<b>Total</b>	<b>0.01</b>	<b>0.01</b>	<b>-</b>	<b>-</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XVI Restated Statement of Non-Current Assets**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Work in progress -CPP	355.22	-	-	-
<b>Total</b>	<b>355.22</b>	<b>-</b>	<b>-</b>	<b>-</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XVII Restated Statement of Inventories**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>A. Classification of Inventories :</b>				
Raw Materials	74.74	133.00	272.82	74.74
Work-in-Progress	-	-	-	-
Stock-in-Trade	3.60	39.39	-	-
Finished Goods				1,248.79
<b>Total</b>	<b>78.34</b>	<b>172.39</b>	<b>272.82</b>	<b>1,323.53</b>

(a) Refer Annexure V (xi) of Significant Accounting Policies for Basis of valuation

(b) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XVIII Restated Statement of Trade Receivable**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>Outstanding for a period exceeding six months from the date they are due for payment</b>				
Unsecured, considered good	65.48	38.20	0.79	-
Unsecured, considered doubtful	-	-	-	-
Less : Provision for doubtful debts	-	-	-	-
<b>Other trade receivables</b>				
Unsecured considered good	1,688.39	1,260.89	122.60	227.61
Unsecured, considered doubtful				
<b>Total</b>	<b>1,753.87</b>	<b>1,299.09</b>	<b>123.39</b>	<b>227.61</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XIX Restated Statement of Cash and Bank Balance**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>Cash and Cash Equivalents</b>				
Balances with Banks	6.06	26.39	74.67	149.57
Cash on Hand	2.50	20.07	2.09	5.06
<b>Other Bank Balances</b>				
Fixed Deposits	38.56	65.61	22.61	146.16
<b>Total</b>	<b>47.13</b>	<b>112.07</b>	<b>99.37</b>	<b>300.79</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XX Restated Statement of Short Term and Loans and Advances**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
<b>(Unsecured, Considered Good)</b>				
Loans and advances to related parties	-	-	-	-
Balance with Government Authorities	114.83	129.32	0.27	0.27
MAT Credit Entitlement	661.55	660.44	500.78	209.46
Advances other	253.31	251.74	665.70	62.42
Security Deposits	1.49	1.49	0.73	0.73
Advances to employees	14.67	19.14	10.49	16.82
Prepaid expenses	1.29	4.79	4.21	-
Advance for Income tax appeal	4.48	4.48	4.48	-
<b>Total</b>	<b>1,051.63</b>	<b>1,071.40</b>	<b>1,186.66</b>	<b>289.70</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXI Restated Statement of other Current Assets**

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
FD Interest Receivable	0.58	0.58	0.61	2.22
<b>Total</b>	<b>0.58</b>	<b>0.58</b>	<b>0.61</b>	<b>2.22</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXII Restated Statement of Revenue from Operations**

(Amount in ₹ Lacs)

<b>Particulars</b>	<b>For the half year ended September 30, 2018</b>	<b>For the year ended March 31, 2018</b>	<b>For the year ended March 31, 2017</b>	<b>For the year ended March 31, 2016</b>
<b>Sale of Products :</b>				
Sale of Products	1,815.25	3,155.54	2,576.03	2,746.92
Less : Taxes	-	-	-	-
<b>Total</b>	<b>1,815.25</b>	<b>3,155.54</b>	<b>2,576.03</b>	<b>2,746.92</b>
<b>Details of Sales :</b>				
a. SOLAR PLOT SALE	474.43	1,962.15	2,349.88	2,740.82
b. SALE OF POWER UNDER IPP	422.41	795.65	226.15	3.55
c. SALE OF POWER PLANT UNDER CPP	860.14	397.74	-	-
d. OTHER	58.26	-	-	2.55

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXIII Restated Statement of Other Income**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016	Recurring / Non Recurring Income	Related / Non Related Business Activities
BANK INTEREST	1.24	1.24	5.70	2.65	RECURRING	NOT RELATED
DISCOUNT RECEIVED	0.01	0.60	-	0.24	NON RECURRING	RELATED
RENTAL INCOME	0.58	0.90	0.70	1.31	NON RECURRING	NOT RELATED
OTHER	3.72	-	19.66	-	NON RECURRING	NOT RELATED
<b>TOTAL</b>	<b>5.55</b>	<b>2.74</b>	<b>26.06</b>	<b>4.20</b>		

(a) The classification of other income as recurring/ non-recurring and related/not related to business activity is based on the current operations and business activity of the Company as determined by the management.

(b) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXIV Restated Statement of Cost of Material Consumed**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
<b>(a) Raw Materials</b>				
Inventories at the beginning of the period	133.00	272.82	74.74	1,802.26
Add : Purchases (incl. direct expenses)	-	145.63	-	82.54
Materials & Equipments from CWIP not used in Capital Assets	450.87	-	-	-
	583.87	418.45	74.74	1,884.80
Less : Inventories at the end of the period	74.74	133.00	272.82	74.74
Less : Inventory of Finished goods	-	-	-	1,248.79
Less : Transfer to Capital work in progress	-	-	-	-
<b>Details of Consumption of Materials</b>	<b>509.13</b>	<b>285.45</b>	<b>(198.08)</b>	<b>561.27</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

(b) For the year ended March 31, 2017 Inventories at the end of the period includes Rs. 198.08 Lacs on account of REC credit on power sale.

**ANNEXURE - XXV Restated Statement of Purchase of Stock In Trade**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Purchase	-	303.82	43.91	-
<b>Total</b>	<b>-</b>	<b>303.82</b>	<b>43.91</b>	<b>-</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.



**ANNEXURE - XXVI Restated Statement of Change in Inventories of Finished Goods, Work in Progress and Stock in Trade**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
<b>Inventories at the end of the period</b>				
Finished goods	3.60	39.39	-	-
Work-in Progress	-	-	-	-
<b>Total (A)</b>	3.60	39.39	-	-
<b>Less :</b>				
<b>Inventories at the beginning of the period</b>				
Finished goods	39.39	-	1,248.79	-
Less : Transfer to fixed asset	-	-	757.56	-
Work-in Progress	-	-	-	-
<b>Total (B)</b>	39.39	-	491.23	-
<b>Increase) / decrease in inventory of finished goods and traded goods (B-A)</b>	<b>35.79</b>	<b>(39.39)</b>	<b>491.23</b>	<b>-</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXVII Restated Statement of Employee Benefits Expense**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Salaries and Wages	32.90	79.66	67.81	89.24
Managerial Remuneration	8.61	22.12	18.60	12.00
Contribution to Provident and Other funds	0.73	1.23	0.90	0.78
Contribution to Gratuity	1.34	5.26	-	-
Staff welfare expenses	0.28	0.73	3.95	-
<b>Total</b>	<b>43.86</b>	<b>109.00</b>	<b>91.26</b>	<b>102.02</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE - XXVIII Restated Statement of Finance Cost**

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Interest Expense	131.83	285.57	188.44	27.77
Other financial charges	9.93	11.93	6.25	46.16
<b>Total</b>	<b>141.75</b>	<b>297.50</b>	<b>194.69</b>	<b>73.93</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

ANNEXURE - XXIX Restated Statement of Other Expenses

(Amount in ₹ Lacs)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
<b>(a) Manufacturing Expenses</b>				
Power & Fuel	2.76	8.80	5.46	8.15
Other manufacturing expense	91.10	160.74	35.17	3.27
<b>(b) Administrative and Other Expenses</b>				
Telephone & postage	1.50	3.66	4.17	3.22
Printing & stationery	1.69	9.78	6.16	10.72
Rent, rate & taxes	216.31	322.95	264.85	475.03
Repair & maintenance expense	2.42	6.87	0.98	-
Electricity Expenses	0.26	2.34	1.39	-
travelling expense	1.29	9.40	5.14	6.18
legal & professional charges	2.93	13.31	2.28	0.38
insurance expense	6.69	7.22	25.77	2.95
vehicle expense	0.22	1.49	2.59	7.11
donation expense	3.21	8.55	6.54	1.05
canteen expense	0.42	4.59	3.85	10.13
Information technology expense	2.49	5.41	5.71	0.42
ROC Expense	1.44	15.35	0.35	1.62
Other Admin Expenses	2.94	12.83	7.04	12.10
Loss on Sale of Fixed Assets	-	4.01	-	-
<b>(c) Marketing, Selling &amp; Distribution Expenses</b>				
Advertising Expense	24.61	10.71	7.02	21.84
Commission Paid	6.61	34.51	15.46	45.38
<b>(d) Write off Expense</b>				
Preliminary Expense	-	-	1.64	-
<b>Total</b>	<b>368.91</b>	<b>642.52</b>	<b>401.57</b>	<b>609.55</b>

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

(Amount in ₹ Lacs)

(a) Payments to Auditors( Excluding Service tax & GST )	For the half year ended September 30, 2018	For The Year ended March 31, 2018	For The Year ended March 31, 2017	For The Year ended March 31, 2016
As Auditor	-	-	-	-
Statutory Audit Fees	-	-	-	0.60
As Stock Auditor	0.14	0.13	-	-
As Advisors	-	-	-	-
For taxation matters	-	-	-	-
Other reimbursement	-	-	-	-
Certification work	-	-	-	-
<b>Total</b>	<b>0.14</b>	<b>0.13</b>	<b>-</b>	<b>0.60</b>

**ANNEXURE - XXX Restated Statement of Accounting Ratios**

(Figures in ₹ Lacs except Earning per share, Net Asset Value and Face Value)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Basic earnings per share [Refer Note (a)(i) below]	2.99 *	9.39	7.95	8.09
Diluted earnings per share [Refer Note (a)(ii) below]	2.99 *	9.39	7.95	8.09
Return on net worth [Refer Note (a)(iii) below]	6.30% *	20.12%	25.65%	56.64%
Net asset value per equity share [Refer Note (a)(iv) below]	47.02	43.80	57.60	38.74
Net profit/(loss) after tax, as restated, attributable to equity shareholders	387.17	1,140.92	812.49	767.97
Net worth at the end of the year	6,148.35	5,669.79	3,167.76	1,355.99
Number of equity shares outstanding at the end of the year	130.75	129.44	55.00	35.00
Weighted average number of equity shares outstanding during the year, used for Basic & Diluted earnings per share	129.49	121.53	102.19	94.87
Face value per share	10.00	10.00	10.00	10.00

\* Earning per share and Return on Networth for 6 months period ended September 30,2018 are not annualised

**Notes:**

(a) Ratios have been computed as per the following formulas

(i) Basic earnings per share (Rs.)	=	Net Profit/(loss) after tax, as restated, attributable to equity shareholders
		Weighted average number of equity shares outstanding during the year
(ii) Diluted earnings per share (Rs.)	=	Net Profit/(loss) after tax, as restated, attributable to equity shareholders
		Weighted average number of diluted equity shares outstanding during the year
(iii) Return of net worth (%)	=	Net Profit/(loss) after tax, as restated, attributable to equity shareholders
		Net worth at the end of the year
(iv) Net asset value per equity share (Rs.)	=	Net worth at the end of the year
		Total number of equity shares outstanding at the end of year

ANNEXURE - XXXI Restated Statement of Capitalisation:

(Amount in ₹ Lacs)

Particulars	As at September 30, 2018	As Adjusted for Issue
Debt		
I. Short term borrowings	-	-
II. Long term borrowings (including current maturities of long term borrowings)	3,860.29	3,860.29
<b>III. Total borrowings (I+II)</b>	<b>3,860.29</b>	<b>3,860.29</b>
<b>Shareholders' funds</b>		
Share capital	1,307.50	1,806.70
Reserves and surplus, as restated		
Securities premium account	1,645.00	5139.40
Surplus in the statement of profit and loss	3,195.84	3,195.84
<b>IV. Total Shareholders' funds</b>	<b>6,148.35</b>	<b>10,141.95</b>
<b>Long term debt equity (II/IV)</b>	<b>0.63</b>	<b>0.38</b>
<b>Total Debt/Equity (III/IV)</b>	<b>0.63</b>	<b>0.38</b>

(a) Long term debt / equity has been computed as =	Long term borrowings
	Total shareholders' funds
(b) Total debt / equity has been computed as=	Total borrowings
	Total shareholders' funds

(c) Short term borrowings represents borrowings due within 12 months from the balance sheet date.

(d) Long term borrowings represents borrowings due after 12 months from the balance sheet date and also includes current maturities of long term borrowings.

(e) The figures disclosed above are based on the restated summary statement of assets and liabilities and profits and losses of the Company.

(f) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

(g) Post issue capitalisation has been determined after considering the issue of 4992000 Equity Shares at Rs. 80 per share.

## ANNEXURE - XXXII Restated Tax Shelter Statement

(Amount in ₹ Lacs)

	Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
I	Restated Profit Before Tax	540.93	1,224.38	1,365.14	1,149.54
II	Tax Rate	0.29	0.28	0.29	0.33
III	Tax thereon at above Rate( I*II)	157.52	337.32	393.71	380.04
IV	<b>Permanent Differences</b>				
	Profit on sale of Fixed Assets	-	(1.61)	-	-
	Interest on T.D.S.	1.51	1.20	0.38	0.14
	Interest on Income Tax	-	38.91	26.95	3.06
	Donation	1.15	8.55	6.54	-
	expenditure of capital nature	-	18.98	0.32	-
	Disallowed u/s 36	2.06	6.85	0.62	0.58
	Disallowed u/s 37	1.58	8.55	-	-
	<b>Total of Permanent Differences</b>	6.30	81.44	34.81	3.78
V	<b>Timing Differences</b>				
	Difference between Deprecation	(169.90)	(314.98)	(2,070.89)	(1,043.92)
	Provision for Bad Debts	-	-	-	-
	Preliminary Expense	-	(1.28)	0.03	(0.95)
	Effect Due to disallowance u/s 43B	-	-	-	-
	Gratuity	(2.38)	5.27	-	-
	Bed Debts Witten Off	-	-	-	-
	<b>Total of Timing Differences</b>	(172.28)	(310.99)	(2,070.86)	(1,044.87)
VI	Total Amount of Adjustments (IV + V)	(165.98)	(229.55)	(2,036.05)	(1,041.09)
VII	Tax on Adjustments (VI*II)	(48.33)	(63.24)	(587.20)	(344.18)
VIII	Tax for the Year (III + VII)	109.18	274.07	(193.49)	35.85
IX	Tax adjustment on account of unabsorbed depreciation	-	(184.09)	-	-
X	Normal Tax Provision (VIII + IX)	109.18	89.99	(193.49)	35.85
XI	Tax liability under MAT	110.29	249.65	291.32	245.31
XII	<b>Provision for Tax (Highest of X and XI)</b>	110.29	249.65	291.32	245.31
	Deffered Tax Expense	44.58	(6.53)	552.66	345.72
	<b>Total Tax expenses as per restated statement of profit and loss</b>	<b>153.76</b>	<b>83.46</b>	<b>552.66</b>	<b>381.57</b>

**ANNEXURE - XXXIII Restated Statement of Dividend Declared and Paid**

(Amount in ₹ Lacs except Face value and amount of dividend per share)

Particulars	For the half year ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Issued Number of Shares	1,307.50	129.44	55.00	35.00
Face Value Per Share	10.00	10.00	10.00	10.00
Rate of Dividend (%)	-	-	-	-
Amount of Dividend per Share	-	-	-	-
Total amount of Dividend	-	-	-	-
Total Dividend Tax	-	-	-	-

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

**ANNEXURE – XXXIV****Notes to Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash Flow:****1. Contingent liabilities not provided**

(Amount in ₹ Lacs)

Particulars	As At September 30, 2018	As At March 31, 2018	As At March 31, 2017	As At March 31, 2016
<b>1. Contingent Liabilities</b>				
Demand of Income Tax	113.05	113.05	25.31	-
LC & BG Issued by Bank	190.56	247.26	97.79	-
Corporate Guranatee	142.00	142.00	142.00	142.00
<b>2. Commitments</b>				
Estimated amount of contracts remaining to be executed on capital account and not provided for.	-	-	-	-
<b>Total</b>	445.61	502.31	265.10	142.00

(a) The above statement should be read with the notes to the Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash flows as appearing in Annexure V, XXXIV and Material Adjustment to the restated financial statement as appearing in Annexure IVA.

2. Segmental Reporting (AS 17)

A. DISCLOSURE OF PRIMARY BUSINESS SEGMENTS

(Amount in ₹ Lacs)

PARTICULARS	CURRENT PERIOD ENDED ON 30TH				PREVIOUS YEAR 31ST MARCH 2018				PREVIOUS YEAR 31ST MARCH 2017			
	SOLAR POWER & PLANT	SOLAR FARM PLOTS	ELIMINATIONS	TOTAL	SOLAR POWER & PLANT	SOLAR FARM PLOTS	ELIMINATIONS	TOTAL	SOLAR POWER & PLANT	SOLAR FARM PLOTS	ELIMINATIONS	TOTAL
<b>REVENUE</b>												
External Sales	1,340.82	474.43	-	1,815.25	1,193.39	1,962.15	-	3,155.54	226.15	2,349.88	-	2,576.03
Inter-segment Sale	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	1,340.82	474.43	-	1,815.25	1,193.39	1,962.15	-	3,155.54	226.15	2,349.88	-	2,576.03
<b>RESULT</b>												
Segment Result	568.97	421.04	-	990.01	491.12	1,606.68	-	2,097.80	203.23	1,810.59	-	2,013.82
Unallocated corporate Exp.	-	-	-	(318.50)	-	-	-	(589.08)	-	-	-	(466.13)
Operating Profit	-	-	-	671.51	-	-	-	1,508.72	-	-	-	1,547.69
Interest Expenses	-	-	-	(131.83)	-	-	-	(285.56)	-	-	-	(188.44)
Interest Income	-	-	-	1.24	-	-	-	1.24	-	-	-	5.70
Income Tax	-	-	-	(109.18)	-	-	-	(89.99)	-	-	-	-
Deferred Tax	-	-	-	(44.58)	-	-	-	6.53	-	-	-	(552.66)
Profit From Ordinary Activities	-	-	-	387.16	-	-	-	1,140.94	-	-	-	812.29
Extraordinary Items	-	-	-	-	-	-	-	-	-	-	-	-
Net Profit	-	-	-	387.16	-	-	-	1,140.94	-	-	-	812.29
<b>OTHER INFORMATION</b>												
Segmental assets	9,918.55	1,518.21	-	11,436.76	9,303.60	1,569.58	-	10,873.18	6,183.82	919.29	-	7,103.11
Common assets	-	-	-	909.35	-	-	-	971.43	-	-	-	1,176.46
Enterprise assets	-	-	-	12,346.11	-	-	-	11,844.61	-	-	-	8,279.57
Segmental liabilities	3,780.74	814.34	-	4,595.08	4,059.68	533.73	-	4,593.41	2,877.43	652.28	-	3,529.71
Common liabilities	-	-	-	1,602.69	-	-	-	1,581.42	-	-	-	1,582.10
Enterprise liabilities	-	-	-	6,197.77	-	-	-	6,174.83	-	-	-	5,111.81
Capital expenditure during the year	207.28	-	-	207.28	3,669.65	-	-	3,669.65	3,714.20	-	-	3,714.20
Common capital expenditure	-	-	-	11.62	-	-	-	45.99	-	-	-	5.59
Total Capital expenditure during the year	-	-	-	218.90	-	-	-	3,715.64	-	-	-	3,719.79
Depreciation during the year	166.09	-	-	166.09	311.27	-	-	311.27	190.62	-	-	190.62
Depreciation on common assets used	-	-	-	14.20	-	-	-	23.60	-	-	-	21.75
Total depreciation during the year	-	-	-	180.29	-	-	-	334.87	-	-	-	212.37

Prior to 2017 the company had only one reportable segment and hence the information for period 2016 is not required.

3. Operating leases :

Where the Company is a lessee in sale and lease back transaction :

Leases where the lessor effectively retains substantially all the risks and benefits of ownership of the leased item are classified as operating leases. Operating lease payments are recognised as an expense in the statement of profit and loss on the basis of the lease (rent agreements). Initial direct costs such as legal costs, brokerage costs, etc. if any, are recognised immediately in the statement of profit and loss. Any profit or loss arising out of sale and lease back transaction is recognized immediately when sale price is equal to fair value.

Premises

The Company has taken office on lease rental agreement of 5 years with fixed rental on monthly basis for each of the years included in the lease period which is increasing every year. Each renewal is at the option of lessee. There are no restrictions placed upon the company by entering into these leases.

The company has not entered into any lease agreements with any person during the year whereby any operating lease incomes are generated. The company has not acquired any fixed assets under finance lease / operating lease agreements during the year.

(Amount in ₹ Lacs)

Particulars	For the period ended September 30, 2018	For the year ended March 31, 2018	For the year ended March 31, 2017	For the year ended March 31, 2016
Rent payable for not later than one year	0.84	0.41	-	-
Rent expense	0.93	1.75	1.62	-

\* Figures for the year ended March 31, 2016 is not available.

**ANNEXURE - XXXIV**

**Notes to Restated Summary Statement of Assets and Liabilities, Profit and Losses and Cash Flow**

4.. Based on the information available with the company, the balance due to Micro and Small Enterprise as defined under the “Micro, Small and Medium Enterprise Development Act, 2006” is furnished hereunder: No interest during the year has been paid to Micro and Small enterprises on delayed payments. Further interest accrued and remaining unpaid at the year end is not provided in the books as the management is of the opinion that in view of the terms and conditions of the contracts and based on the facts of the matter, the same is not required to be paid

(Amount in ₹ Lacs)				
Particulars	As at September 30, 2018	As at March 31, 2018	As at March 31, 2017	As at March 31, 2016
Balance due to Micro and Small Enterprise	-	-	-	-
Payment Made to Supplier beyond the due date	-	-	-	-
Interest Paid on delay payment	-	-	-	-
Further interest accrued and remaining un paid	-	-	-	-

5. The operations of the Company are limited to two segment, namely, Solar Power & Plant and Solar Farm Plots.

6. The value of realization of Current Assets, Loans and Advances in the ordinary course of business will not be less than the value at which they are stated in the Balance Sheet.

7. Balances of trade Receivable and trade Payable are subject to confirmation, reconciliation and consequential adjustment, if any.

8. Previous year figures have been regrouped, re-arranged or reclassified, wherever necessary to conform to this year’s classification.

For K A SANGHAVI AND CO LLP  
CHARTERED ACCOUNTANTS  
FRN : 0120846W/W100289

For and on behalf of the Board of Directors of K P I Global  
Infrastructure Limited

AMISH ASHVINBHAI SANGHAVI

FARUKBHAI GULAMBHAI PATEL    SANTOSHKUMAR SINGH

(DESIGNATED PARTNER)

(MANAGING DIRECTOR)

(WHOLE TIME DIRECTOR)

M. No. 101413

(DIN : 00414045)

(DIN : 08042286)

PLACE : SURAT

SALIM SULEMAN YAHOO

RAJVI  
VINODCHANDR  
A UPADHYAY  
(COMPANY  
SECRETARY)  
M. NO.: 47602

DATE : 06/12/2018

(CHIEF FINANCIAL OFFICER)



**Annexure XXXV Related Party Transaction**

Disclosures as required by Accounting Standard -18 are given below:

Name of Related Parties	30-Sep-18	31-Mar-18	31-Mar-17	31-Mar-16
	Nature of Relationship	Nature of Relationship	Nature of Relationship	Nature of Relationship
Faruk Gulam Patel	Managing Director	Managing Director	Director-Key Management Personnel	Director-Key Management Personnel
Rashida Gulam Patel	Relative of Key management Personnel	Relative of Key management Personnel	Director	Relative of Key management Personnel
Gulammahmad Alibhai Patel	Relative of Key management Personnel	Relative of Key management Personnel	Director	Relative of Key management Personnel
Vahidabanu Faruk Patel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel
Ayesha Faruk Patel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel
Santoshkumar Singh	Whole Time Director-Key Management Personnel	Director-Key Management Personnel	-	-
Afzal Aiyub Patel	Chief Financial Officer-Key Management Personnel	Chief Financial Officer-Key Management Personnel	-	-
Salim Suleman yahoo	Chief Financial Officer-Key Management Personnel	-	-	-
Nayankumar Babubhai Gamdha	-	Company Secretary-Key Management Personnel	-	-
Rajvi Vinodchandra Upadhyay	Company Secretary-Key Management Personnel	Company Secretary-Key Management Personnel	-	-
K. P. Energy Ltd.	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel
K. P. Buildcon Pvt. Ltd.	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel	Enterprise over which significant influence exercised by Key Management Personnel
Zuveria Faruk Patel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel	Relative of Key management Personnel
Dhimantra Chandrashankar Joshi	Relative of Directors	Relative of Directors	Director	Director
Rajnikant Harilal Shah	Director	Director	Director	Director
Bhadrabala Dhimantra Joshi	Director	Director	-	-
Rajnikant Harilal Shah HUF	Huf of Director	Huf of Director	Huf of Director	Huf of Director
Pritiben Rajnikant Shah	Relative of Directors	Relative of Directors	Relative of Directors	Relative of Directors
Mitul Rajnikant Shah	Director	Relative of Directors	Relative of Directors	Relative of Directors
Rays Energy	Director Who is partner in a Firm	Director Who is partner in a Firm	Director Who is partner in a Firm	Director Who is partner in a Firm
Ranjit Rai Joshi	-	Director Who is partner in a Firm	Brother of Director	Brother of Director
Muinulhaq Iqbalhusen Kadva	Relative of Directors	Relative of Directors	Relative of Directors	Relative of Directors
KP Human Development Foundation	Enterprise over which significant influence exercised by Key Management	Enterprise over which significant influence exercised by Key Management	Enterprise over which significant influence exercised by Key Management	Enterprise over which significant influence exercised by Key Management

The following transactions were carried out with the Related Parties in ordinary course of business

(Amount in ₹ Lacs)

Nature of Transactions	30-Sep-18	31-Mar-18	31-Mar-17	31-Mar-16
<b>Subscription Received for Purchase of Equity Shares</b>				
Faruk Gulam Patel	-	-	74.39	48.00
Rashida Gulam Patel	-	-	15.50	18.00
Gulammahmad Alibhai Patel	-	-	15.50	18.00
Vahidabanu Faruk Patel	-	-	13.48	18.00
Ayesha Faruk Patel	-	-	13.48	18.00
Rajnikant Harilal Shah	-	-	-	0.70
Afzal Aiyub Patel	4.67	-	-	-
Rajvi Vinodchandra Upadhyay	1.02	-	-	-
Santoshkumar Singh	3.07	-	-	-
Zuveria Faruk Patel	1.02	-	-	-
Muinulhaq Iqbalhusen Kadva	3.07	-	-	-
<b>Advance Amount Received for Sale of Plot</b>				
Afzal Aiyub Patel	4.75	-	-	-
<b>Advance Amount Repaid for cancellation against Sale of Plot</b>				
Afzal Aiyub Patel	4.75	-	-	-
<b>Managerial Remuneration</b>				
Faruk Gulam Patel	6.00	12.00	15.00	12.00
Santoshkumar Singh	2.61	1.52	-	-
Afzal Aiyub Patel	1.68	0.84	-	-
Nayankumar Babubhai Gamdha	-	0.44	-	-
Rajvi Vinodchandra Upadhyay	1.16	0.86	-	-
<b>Interest Paid on Loans &amp; Advances</b>				
Rashida Gulam Patel	-	0.10	0.02	-
Afzal Aiyub Patel	-	0.10	-	-
Vahidabanu Faruk Patel	-	0.10	0.05	-
Ayesha Faruk Patel	-	0.15	0.05	-
<b>Salary</b>				
Vahidabanu Faruk Patel	1.20	4.80	3.60	3.30
Ayesha Faruk Patel	-	4.80	3.90	3.30
Rashida Gulam Patel	-	3.18	-	-
Zuveria Faruk Patel	0.90	1.50	1.50	1.37
Gulammahmad Alibhai Patel	-	5.41	-	-
<b>Purchase</b>				
K. P. Buildcon Pvt. Ltd.	10.94	423.20	60.73	501.66
Mitul Rajnikant Shah	-	-	115.07	6.65
Bhadrabala Dhimantraai Joshi	-	-	161.58	37.40
Ranjit Rai Joshi	-	-	101.75	-
<b>Sales</b>				
Rays Energy	655.20	-	-	-
<b>Loans &amp; Advances Given</b>				
Afzal Aiyub Patel	-	2.00	-	-
Faruk Gulam Patel	4.00	8.00	-	-
Santoshkumar Singh	0.24	-	-	-
<b>Loans &amp; Advances Taken</b>				
Rashida Gulam Patel	-	-	1.50	-
Vahidabanu Faruk Patel	-	-	1.55	-
Ayesha Faruk Patel	-	-	2.21	-
Rajnikant Hiralal Shah	-	19.30	19.30	19.30
Pritiben Rajnikant Shah	-	18.70	18.70	18.70
Rajnikant Hiralal Shah HUF	-	-	62.00	62.00
Rays Energy	-	542.00	-	-
Faruk Gulam Patel	166.50	25.93	-	-
<b>Loans &amp; Advances Repaid</b>				
Faruk Gulam Patel	160.80	-	-	-
Rajnikant Harilal Shah	19.30	-	-	-
Pritiben Rajnikant Shah	18.70	-	-	-
<b>Loan Received Back</b>				
Santoshkumar Singh	0.06	0.54	-	-
Afzal Aiyub Patel	2.00	-	-	-
<b>Interest Paid</b>				
Rays Energy	36.00	72.00	-	-
<b>Donation Given</b>				
KP Human Development Foundation	0.21	-	-	-

**CLOSING BALANCES**

(Amount in ₹ Lacs)

	30-Sep-18	31-Mar-18	31-Mar-17	31-Mar-16
<b>Managerial remuneration payable</b>				
Faruk Gulam Patel	2.43	0.88	(1.50)	(4.65)
Santoshkumar Singh	0.56	0.56	-	-
Afzal Aiyub Patel	0.45	0.44	-	-
Navankumar Babubhai Gamdha	-	-	-	-
Rajvi Vinodchandra Upadhyay	0.21	0.18	-	-
<b>Unpaid Share Application Money</b>				
Afzal Aiyub Patel	0.0001	-	-	-
Rajvi Vinodchandra Upadhyay	0.0002	-	-	-
Santoshkumar Singh	0.0006	-	-	-
Zuveria Faruk Patel	0.0002	-	-	-
Muinulhaq Iqbalhusen Kadva	0.0006	-	-	-
<b>Salary Payable</b>				
Vahidabanu Faruk Patel	0.40	0.79	(0.16)	0.35
Ayesha Faruk Patel	-	0.39	(0.31)	0.40
Rashida Gulam Patel	-	-	-	-
Zuveria Faruk Patel	-	0.12	0.14	0.48
Gulamamhammad Alibhai Patel	-	-	-	-
<b>Sundry Creditors</b>				
K. P. Buildcon Pvt. Ltd.	91.82	121.16	19.81	2.33
Faruk Gulam Patel	12.00	-	-	-
Mitul Rajnikant Shah	(17.03)	(48.19)	-	-
<b>Unsecured Loans</b>				
Rashida Gulam Patel	-	-	1.53	-
Vahidabanu Faruk Patel	-	-	1.59	-
Ayesha Faruk Patel	-	-	2.25	-
Rajnikant Hiralal Shah	-	19.30	19.30	19.30
Pritiben Rajnikant Shah	-	18.70	18.70	18.70
Rajnikant Hiralal Shah HUF	-	-	62.00	62.00
Rays Energy	-	541.80	542.00	-
Faruk Gulam Patel	5.70	-	-	-
<b>Loans &amp; Advances (Given)</b>				
Afzal Aiyub Patel	-	2.00	-	-
Faruk Gulam Patel	-	8.00	-	-
Faruk Gulam Patel	-	-	-	-
Santoshkumar Singh	1.61	-	-	-
<b>Sundry Debtors</b>				
Rays Energy	113.40	(541.80)	(542.00)	(536.00)

## 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 together with our restated financial information as of and for the years ended March 31, 2016, 2017 and 2018 and for six months period ended September 30, 2018, all prepared in accordance with the Companies Act and Indian GAAP and restated in accordance with the SEBI ICDR Regulations, including the schedules, annexures and notes thereto and the reports thereon, included in the section titled "Financial Information" on page 162 of this Prospectus. Unless otherwise stated, the financial information used in this section is derived from the restated financial statements of our Company.*

*This discussion contains forward looking statements and reflects our current views with respect to future events and financial performance. Actual results may differ materially from those anticipated in these forward looking statements as a result of certain factors such as those set forth in the sections titled "Risk Factors" and "Forward-Looking Statements" on pages 22 and 16 respectively, of this Prospectus.*

*These financial statements have been prepared in accordance with Indian GAAP and the Companies Act. Indian GAAP differs in certain significant respects from U.S. GAAP, IFRS and Ind AS. We have not attempted to quantify the impact of IFRS or U.S. GAAP on the financial data included in this Prospectus nor do we provide a reconciliation of our financial statements to those under U.S. GAAP or IFRS or Ind AS. Accordingly, the degree to which the Indian GAAP financial statements included in this Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with the Companies Act, Indian GAAP and the SEBI ICDR Regulations. Any reliance on the financial disclosure in this Prospectus, by persons not familiar with Indian Accounting Practices, should accordingly be limited.*

*References to the "Company", "we", "us" and "our" in this chapter refer to K. P. I. Global Infrastructure Limited, as applicable in the relevant fiscal period, unless otherwise stated.*

### OVERVIEW OF OUR BUSINESS

We are a solar power generating Company focused on providing solar power, both as an Independent Power Producer ("IPP") under the brand name of 'Solarism' and as service provider to Captive Power Producer ("CPP") customers. We build, own, operate and maintain grid connected solar power projects as IPP and generate revenue by entering into Power Purchase Agreements ("PPA") with third parties for selling power units generated through our solar projects. We also develop, transfer, operate and maintain grid connected solar power projects for CPP customers and generate revenue by selling these projects to CPP customers for their captive use requirements. Both these businesses, IPP and CPP, are currently carried out at our plant located at Sudi & Tanchha village, Amod, Bharuch, Gujarat (Solarism Plant). Our Company has also established a ~13.25 km long 66 KV transmission line from our Solarism Plant to the Gujarat Energy Transmission Corporation Limited ("GETCO") substation located at Amod, Bharuch, Gujarat (Amod Substation), for evacuation of the solar power generated at our Solarism Plant.

Our Company was incorporated as "K.P.I. Global Infrastructure Limited" on February 01, 2008 under the Companies Act, 1956 in the state of Maharashtra. In the initial years of our business operations, we were engaged in the sale of land parcels to third parties. Post sale of land parcels, if these parties were willing to lease it back to us on a long term basis for a period of 25 years, for establishing the solar power project, then we would enter into a lease agreement with them, whereby we would pay them a fixed lease rental for the period.

In 2013, we received a feasibility study from GETCO for evacuation of the solar power, proposed to be generated at our Solarism Plant, to Amod Substation. In 2014, we initiated construction of a ~13.25 km long 66 KV transmission line for power evacuation from our Solarism Plant to Amod Substation. In 2016, we commissioned our first solar power plant for 5 MW on the leased land at Solarism Plant and in 2017, we installed another solar power plant for 10 MW on our owned land at Solarism Plant (both projects referred to as Unit I). Till September 30, 2018, we completed CPP sales of 1.90 MW of solar power plant for CPP clients.

We propose to increase our solar power generation capacity by setting up another solar power project for 25 MW at Sudi, Samiyala & Tanchha village, Amod, Bharuch, Gujarat (Referred to as Unit II). The estimated cost of this project would be ₹ 13,203.76 Lakh and the proposed date of commercial commencement is July 2019. We have entered into PPAs with customers for the proposed sale of power of 25 MW. Post the commercial

commencement, our total solar power generation capacity would increase to 40 MW. For further details, kindly refer the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.

We have entered into bilateral PPA’s for a period of 3 years with reputed industrial consumers such as Mafatlal Industries Limited (for their two units located at Navsari and one unit located at Nadiad), Best Paper Mills Private Limited (for their two units located at Vapi) and Meghmani Organics Limited (for their three units located at Dahej, Ankleshwar and Panoli) for direct sale of the solar power generated at our Solarism Plant. The rate of our PPAs are comparatively higher at around ~ ₹ 6.58 per unit, which have been priced at an average of around 7% discount to the prevailing per unit price of the power rates of the DISCOMs, less other adjustments.

Our Company is promoted by Mr. Faruk G. Patel, having more than 24 years of experience in diversified sectors including solar and wind energy space. Our COO, Mr. Shaheedul Hasan, has a bachelor’s degree in Engineering in Electronics from Aligarh Muslim University and has more than 28 years of experience, across the lifecycle of a telecom network and solar power plant. Both of them have completed a solar workshop organized by GERMI. Our Company’s registered office is located at Shop A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat – 395009, Gujarat, India. As on September 30, 2018, our Company had 47 full time employees. We have received “Excellence In Solar Park Award – 2016” from Mission Energy Foundation, Mumbai. Our Promoter, has received “Legends of Surat – 2018” award from Gujarat Mitra, a leading newspaper in Gujarat.

On the basis of our restated financial statements for FY 2018, FY 2017 and FY 2016, our total revenue was ₹ 3,158.28 Lakh, ₹2,602.09 Lakh and ₹2,751.12 Lakh respectively, our EBIDTA was ₹ 1,854.01 Lakh, ₹ 1,746.14 Lakh and ₹ 1,473.48 Lakh respectively, our net profit was ₹1,140.92 Lakh, ₹812.49Lakh and ₹767.97 Lakh respectively. Our total revenue has grown from ₹2,751.12 Lakh in FY 2016 to ₹3,158.28 Lakh in FY 2018 at a CAGR of 7.14 %, our EBIDTA has grown from ₹ 1,473.48Lakh in FY 2016 to ₹ 1,854.01Lakh in FY 2018 at a CAGR of 12.17 % and our net profit has grown from ₹767.97 Lakh in FY 2016 to ₹1,140.92 Lakh in FY 2018 at a CAGR of 21.89% respectively. For the six months period ended September 30, 2018, our total revenue, EBIDTA and net profit was ₹1,820.80 Lakh, ₹ 857.42 Lakh and ₹387.16 Lakh respectively.

## **SIGNIFICANT FACTORS AFFECTING OUR RESULTS OF OPERATIONS**

Our financial condition and results of operations are affected by numerous factors and uncertainties, including those discussed in the section entitled “*Risk Factors*” on page 22 of this Prospectus. The following is a discussion of certain factors that have had, and we expect will continue to have, a significant effect on our financial condition and results of operations:

### ***Macro-Economic Factors***

Macroeconomic factors, both in the national and international contexts, such as economic instability, political uncertainty, social upheavals could influence our business and, as a result, our results of operations. In addition, fluctuations in interest rates, exchange rates and inflation could have an effect on certain key aspects of our operations, the prices at which we can sell our products, our finance costs required to fund our operations and profit margins.

### ***Project operations and generation***

Our revenue under IPP is primarily dependent on the volume of electricity generated and sold by our projects. Our ability to generate electricity in an efficient and cost-effective manner is affected by our ability to maintain and utilize the electrical generation capacity of our projects. The electrical generation capacity of our solar projects is dependent on the solar conditions. One element of our efficient production of energy is the CUF of a project, which is the actual power output of the project against the maximum output of the solar power project. It is an important operating statistic through which to determine the efficiency of operating a solar power project. Equipment performance often represents the primary factor affecting our operating results because equipment downtime affects the volume of the electricity that we are able to generate from our projects. The volume of electricity generated and sold by our projects will be negatively affected if any of our projects experience higher than normal downtime as a result of equipment failures, electrical grid disruption or curtailment, weather disruptions, short to medium term weather variations from long-term averages or other events beyond our control. We use reliable and proven solar panels, inverters and other equipment for each of our solar projects. We believe this significantly reduces the probability of unexpected equipment failures.

### ***Terms of our PPAs***

One of our segments of revenue consists of receipts for the sale of electricity from our solar power projects, as provided by the terms of the PPAs. As a result, the key factor which affects our results of operations is our ability to enter into PPAs for the power we produce. Currently, for Unit I we have entered into 3 year PPAs with different entities for sale of solar power under third party open access mechanism. Under the current mechanism, we sell the power directly to the ultimate consumers at a discounted rate as compared to the prevailing tariff of DISCOM to these consumers. We intend to set up a new solar power project and have entered into new power purchase agreements of approx. 15 years with other entities. We believe that setup/operation/maintenance of solar power projects in India will likely continue in a manner consistent with current practices for the foreseeable future, although costs of development and operation and tariffs for the sale of solar power could evolve. As a result, such costs, the terms of the power purchase agreements, tariff rate at which DISCOM supply power and sales of solar power, are likely to have a substantial effect on our future revenues.

### ***Creditworthiness of off-takers***

The counterparties to the PPAs are private entities that have good credit worthiness. We have generally received payments due to us under the PPAs in full, and on a timely basis. However, if any of the off-takers under the PPAs was to default on, or delay, its payment obligations, such default or delay could have an adverse effect on our results of operations and/or cash flows. However as per the terms of PPAs, we may terminate the PPA by giving prior notice and can easily locate an alternative purchaser for the power we generate.

### ***Government Policies and Regulations***

The development and profitability of renewable energy projects in Gujarat location in which we operate are dependent on policy and regulatory frameworks that support such developments. These incentives help catalyze private sector investments in renewable energy. Our operations benefit from these government incentives, and any adverse change or termination of these incentives could have an adverse effect on our business, financial condition, results of operations and cash flows.

### ***Our ability to retain our skilled personnel***

Our Promoter and Key Managerial Personnel have significant knowledge and experience in solar and wind energy space, which is one of the most important aspects of our business operations. Their experience & expertise across the entire lifecycle of operating a solar power plant and project management has been responsible for the growth in our operations. We also believe that the experience and relationships of our management team has extended our operating capabilities, improved the quality of our services and facilitated access to our clients. Due to the active involvement of our Promoter and management team, our organization has achieved the desired results in time and cost-effective manner. Our management team is supported by a team of technical qualified personnel to provide solutions across our business verticals. Factors like technical nature of the business, and lack of qualified professionals with experience operates as an entry barrier to new players in the market. Accordingly, we will continue to depend on the experience, leadership and vision of our Promoter and our management team to grow our business further.

### ***Success of our expansion plan under IPP***

We intend to set up a new 25 MW solar power project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat which will increase our capacity from 15 MW to 40 MW capacities. The successful implementation of our expansion plan will be crucial to our future revenue and profitability. For further details, kindly refer the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.

### ***Success of our CPP business***

We also intend to develop and sell solar power projects on a larger scale as well as provide operation and maintenance services to third parties under CPP. Further, the operations and maintenance of CPP plants will result in an assured income of our Company for definite period. We intend to remain focused in this segment for our business expansion as this is crucial for scaling our future revenue and profitability.

## **SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies have been applied consistently to the periods presented in the Restated Financial Statements. For details of our significant accounting policies, please refer section titled “*Financial Information*” on page 162 of this Prospectus.

### **CHANGE IN ACCOUNTING POLICIES IN PREVIOUS 3 YEARS:**

Except for change in accounting policy for depreciation from written down value to straight line method with effect from April 01, 2018 and except as otherwise mentioned in chapter “*Financial Information*” on page 162, there has been no change in accounting policies in last 3 years.

### **RESERVATIONS, QUALIFICATIONS AND ADVERSE REMARKS**

For details kindly refer section titled “*Financial Information*” on page 162 of this Prospectus.

#### ***Principal components of our statement of profit and loss account***

##### ***Revenue***

Our total revenue for the six months period ended September 30, 2018 was ₹ 1,820.80 and for the FY 2018, 2017 and 2016 was ₹ 3,158.28 Lakh, ₹ 2,602.09 Lakh and ₹ 2,751.12 Lakh respectively. Our revenue comprises of:

##### ***Revenue from operations***

Our revenue from operations comprises of revenue from the sale of land plots, sale of solar power as IPP, sale of power plant to CPP clients and sale of REC credit received on sale of power unit earlier.

##### ***Other revenue***

Other revenue primarily comprises of interest income, rental income, discount received and receipt of insurance claim.

##### ***Expenses***

Our total expenses for six months period ended September 30, 2018 was ₹ 1,279.88 and for the FY 2018, 2017 and 2016 were ₹ 1,993.90 Lakh, ₹ 1,236.95 Lakh and ₹ 1,601.58 Lakh respectively. Our expenses primarily comprise cost of materials consumed, purchase of stock in trade, changes in inventories of finished goods and stock-in-trade, employee benefit expenses, finance costs, depreciation and amortization expenses and other expenses.

##### ***Cost of materials consumed***

The cost of material consumed comprises of purchase of land for setting up the solar power project, land development expenses, land registration expenses etc.

##### ***Purchase of stock-in-trade***

The purchase of stock-in-trade comprises of purchase of land for solar power project.

##### ***Changes in inventories of finished goods and stock-in-trade***

Changes in inventories of finished goods and stock-in-trade comprises of difference in closing balance vis a vis opening balance of finished goods and stock in trade.

##### ***Employee benefit expenses***

Employee benefit expense consists of salaries, wages and bonus, contributions to provident fund and staff welfare expenses.

### Finance cost

Finance cost comprises interest expense and other finance costs. Interest expense, generally, comprises interest on secured loans and unsecured loans, if any, interest on income tax, TDS and VAT. Other finance costs relate to bank commission, credit rating expense, LC charges, loan processing charges, loan repayment charges, term loan renewal charges and bank charges.

### Depreciation and Amortisation Expense

Depreciation and amortization expense comprise depreciation plant and machinery, office equipment, furniture and fixtures and vehicles and amortization of intangible assets.

### Other expenses

Other expenses comprise of other manufacturing expenses, administrative expenses and marketing, selling & distribution expenses. Other manufacturing expenses mainly include power and fuel expenses and other manufacturing expenses. Marketing, selling and distribution expenses include sales promotion expenses and commission expenses. Administrative expenses include rent on leasehold land, repairs and maintenance expenses, insurance expenses, legal and professional charges, printing and stationery, office and general maintenance, loss on sale of fixed assets etc.

### Tax expenses

#### Current tax

Our Company is liable to pay current tax as per Tax laws including taxes under paid under Minimum Alternate Tax.

#### 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.

## Results of our Operations

The following table shows our Company's restated profit and loss statement for the six months ended September 30, 2018 and for the FY ended March 31, 2018, 2017 and 2016.

(in ₹ lakh)

Particulars	For the six months ended		For the year ended					
	September 30, 2018	% of Revenue	31-Mar-18	% of Revenue	31-Mar-17	% of Revenue	31-Mar-16	% of Revenue
<b>Revenue</b>								
Revenue from Operations	1,815.25	99.70%	3,155.54	99.91%	2,576.03	99.00%	2,746.92	99.85%
Other Income	5.55	0.30%	2.74	0.09%	26.06	1.00%	4.20	0.15%
<b>Total Revenue</b>	<b>1,820.80</b>	<b>100.00%</b>	<b>3,158.28</b>	<b>100.00%</b>	<b>2,602.09</b>	<b>100.00%</b>	<b>2,751.12</b>	<b>100.00%</b>
<b>Expenses</b>								
Cost of Materials Consumed	509.13	27.96%	285.45	9.04%	(198.08)	(7.61%)	561.27	20.40%
Purchase of Stock-in-Trade	-	-	303.82	9.62%	43.91	1.69%	-	-
Changes in Inventories of Finished Goods and Stock-in-Trade	35.79	1.97%	(39.39)	(1.25%)	491.23	18.88%	-	-
Employee	43.86	2.41%	109.00	3.45%	91.26	3.51%	102.02	3.71%



Particulars	For the six months ended		For the year ended					
	September 30, 2018	% of Revenue	31-Mar-18	% of Revenue	31-Mar-17	% of Revenue	31-Mar-16	% of Revenue
Benefit Expense								
Financial Costs	141.75	7.79%	297.50	9.42%	194.69	7.48%	73.93	2.69%
Depreciation and Amortization Expense	180.29	9.90%	334.87	10.60%	212.37	8.16%	254.21	9.24%
Other Expenses	369.05	20.27%	642.65	20.35%	401.57	15.43%	610.15	22.18%
<b>Total Expenses</b>	<b>1,279.88</b>	<b>70.29%</b>	<b>1,933.90</b>	<b>61.23%</b>	<b>1,236.95</b>	<b>47.54%</b>	<b>1,601.58</b>	<b>58.22%</b>
<b>Profit Before Exceptional and Extra Ordinary items and Tax</b>	<b>540.92</b>	<b>29.71%</b>	<b>1,224.38</b>	<b>38.77%</b>	<b>1,365.14</b>	<b>52.46%</b>	<b>1,149.54</b>	<b>41.78%</b>
Exceptional Item	-	-	-	-	-	-	-	-
<b>Profit Before Tax</b>	<b>540.92</b>	<b>29.71%</b>	<b>1,224.38</b>	<b>38.77%</b>	<b>1,365.14</b>	<b>52.46%</b>	<b>1,149.54</b>	<b>41.78%</b>
Tax expense:								
- Current Tax	110.29	6.06%	249.65	7.90%	291.32	11.20%	245.31	8.92%
- Deferred tax	44.58	2.45%	(6.53)	(0.21)%	552.66	21.24%	345.72	12.57%
- MAT	(1.11)	(0.06)%	(159.66)	(5.06)%	(291.32)	(11.20)%	(209.46)	(7.61)%
<b>Net Tax expenses</b>	<b>153.76</b>	<b>8.44%</b>	<b>83.46</b>	<b>2.64%</b>	<b>552.66</b>	<b>21.24%</b>	<b>381.57</b>	<b>13.87%</b>
<b>Profit / (Loss) for the period</b>	<b>387.16</b>	<b>21.26%</b>	<b>1,140.92</b>	<b>36.12%</b>	<b>812.49</b>	<b>31.22%</b>	<b>767.97</b>	<b>27.91%</b>

#### For six months period ended September 30, 2018

##### *Total Revenue*

Our total revenue for the six months period ended September 30, 2018 was ₹ 1,820.80 Lakh. Total revenue comprises of:

##### Revenue from operations

Our revenue from operations for the six months period ended September 30, 2018 was ₹ 1,815.25 Lakh, primarily attributable to sale of land plots, sale of solar power as IPP, sale of power plant to CPP clients and sale of REC credit received on sale of power unit earlier.

##### Other revenue

Other revenue for the six months period ended September 30, 2018 was ₹ 5.55 Lakh, primarily attributable to interest income earned, rental income, excess provision for gratuity written off.

##### *Expenses*

Our total expenditure for the six months period ended September 30, 2018 was ₹ 1,279.88 Lakh. Total expenditure comprises of:

##### *Cost of materials consumed*

The cost of materials consumed for the six months period ended September 30, 2018 was ₹ 509.13 Lakh, primarily attributable to transfer of materials & equipment's from CWIP which were not used as Capital Assets as the same was related to CPP projects.

#### *Purchase of Stock-in-Trade*

The purchase of Stock-in-Trade for the six months period ended September 30, 2018 was ₹ Nil.

#### *Changes in Inventories of Finished Goods and Stock-in-Trade*

The change in the Inventories of Finished Goods and Stock-in-Trade for the six months period ended September 30, 2018 was ₹ 35.79 Lakh, primarily attributable to decrease in inventory.

#### *Employee benefit expenses*

Employee benefit expense for the six months period ended September 30, 2018 was ₹ 48.86 Lakh, primarily attributable to managerial remuneration, salaries, wages and staff welfare.

#### *Finance cost*

Finance cost for the six months period ended September 30, 2018 was ₹ 141.75 Lakh, primarily attributable financing cost on loans and other related expenses.

#### *Depreciation and Amortisation Expense*

Depreciation and amortization expense for the six months period ended September 30, 2018 was ₹ 180.29 Lakh, primarily attributable to charge on fixed assets.

#### *Other expenses*

Other expenses for the six months period ended September 30, 2018 was ₹ 369.05 Lakh, primarily attributable transmission charges, lease rental of plot by Company, discounts and other miscellaneous expenses.

#### *Net Profit/Loss before Tax*

Our company earned a profit before tax for the six months period ended September 30, 2018 was ₹ 540.92 Lakh, primarily attributable the reason discussed above.

#### *Taxation*

The provision for taxes for the six months period ended September 30, 2018 was ₹ 153.76 Lakh, primarily attributable to decrease in MAT credit offset resulted due to higher taxes on normal profits as against book profit.

#### *Net Profit/Loss after Tax*

Our company earned a profit after tax for the six months period ended September 30, 2018 was ₹ 387.16 Lakh, primarily attributable to the reason discussed above.

### **Comparisons of Historical Results of Operations**

#### **Year ended March 31, 2018 compared to year ended March 31, 2017**

##### ***Total Revenue***

Our total revenue for the year ended March 31, 2018 was ₹ 3,158.28 Lakh as compared to ₹ 2,602.09 Lakh for the year ended March 31, 2017, representing an increase of 21.37%. Total revenue comprises of:

##### Revenue from operations

Our revenue from operations for the year ended March 31, 2018 was ₹ 3,155.54 Lakh as compared to ₹ 2,576.03 Lakh for the year ended March 31, 2017, representing an increase of 22.50%. This is primarily due to increase in our business operations from sale of solar power under IPP due to start of our additional 10 MW capacity

during the current year. Further, our Company has sold its first power plant under CPP which also resulted in increase in our revenue from operations.

#### Other revenue

Other revenue for the year ended March 31, 2018 was ₹ 2.74 Lakh as compared to ₹ 26.06 Lakh for the year ended March 31, 2017, representing a decrease of 89.49%. The reason for decrease in other income is due to lower interest income earned and receipt of insurance claim during the year 2017 which was not available during the year 2018.

#### *Expenses*

Our total expenditure for the year ended March 31, 2018 was ₹ 1,933.90 Lakh as compared to ₹ 1,236.95 Lakh for the year ended March 31, 2017, representing an increase of 56.34%. Total expenditure comprises of:

#### *Cost of materials consumed*

The cost of materials consumed for the year ended March 31, 2018 was ₹ 285.45 Lakh as compared to ₹ (198.08) Lakh for the year ended March 31, 2017. The change was due purchase of land for setting up the solar power project, land development expenses, land registration expenses which was in line with the increase in our business operations.

#### *Purchase of Stock-in-Trade*

The purchase of Stock-in-Trade for the year ended March 31, 2018 was ₹ 303.82 Lakh as compared to ₹ 43.91 Lakh for the year ended March 31, 2017, representing an increase of 591.92%. The increase was due to purchase of land for setting up the solar power project, land development expenses, land registration expenses.

#### *Changes in Inventories of Finished Goods and Stock-in-Trade*

The change in the Inventories of Finished Goods and Stock-in-Trade for the year ended March 31, 2018 was ₹ (39.39) Lakh as compared to ₹ 491.23 Lakh for the year ended March 31, 2017.

#### *Employee benefit expenses*

Employee benefit expense for the year ended March 31, 2018 was ₹ 109.00 Lakh as compared to ₹ 91.26 Lakh for the year ended March 31, 2017, representing an increase of 19.44%. This was due to increase in number of manpower and vis a vis increase in salaries, wages and bonus.

#### *Finance cost*

Finance cost for the year ended March 31, 2018 was ₹ 297.50 Lakh as compared to ₹ 194.69 Lakh for the year ended March 31, 2017, representing an increase of 52.81%. The increase in finance cost is due to increase in outstanding loans and other related expenses.

#### *Depreciation and Amortisation Expense*

Depreciation and amortization expense for the year ended March 31, 2018 was ₹ 334.87 Lakh as compared to ₹ 212.37 Lakh for the year ended March 31, 2017, representing an increase of 57.68%. During the year Company has provided full year depreciation on plant and machineries which was added during the interim period of last year and depreciation was provided o pro rata basis during the last year of operation.

#### *Other expenses*

Other expenses for the year ended March 31, 2018 was ₹ 642.65 Lakh as compared to ₹ 401.57 Lakh for the year ended March 31, 2017, representing an increase of 60.03%. The increase was mainly due increase in transmission charges, increase in lease rental of plot Company, commission paid, loss on sale of fixed assets and other administrative expenses.

### *Net Profit/Loss before Tax*

Our company earned a profit before tax for the year ended March 31, 2018 of ₹ 1,224.38 Lakh as compared to ₹ 1,365.14 Lakh for the year ended March 31, 2017, representing a decrease of 10.31%. The decrease was due to increase in cost of materials consumed, purchase of stock in trade, finance cost, depreciation and other expenses due to increase in manufacturing activities.

### *Taxation*

The provision for taxes for the year ended March 31, 2018 was ₹ 83.46 Lakh as compared to ₹ 552.66 Lakh, representing a decrease of 84.90%. This was due to decrease in profits for the current year and due to change in deferred tax on account of depreciation.

### *Net Profit/Loss after Tax*

Our company earned a profit after tax for the year ended March 31, 2018 of ₹ 1,140.92 Lakh as compared to ₹ 812.49 Lakh for the year ended March 31, 2017, representing an increase of 40.42%. The increase was due to increase in our business operation and decrease in taxes on account of deferred tax charge.

## **Year ended March 31, 2017 compared to year ended March 31, 2016**

### ***Revenue***

Our total revenue for the year ended March 31, 2017 was ₹ 2,602.09 Lakh as compared to ₹ 2,751.12 Lakh for the year ended March 31, 2016, representing a decrease of 5.42%. Total revenue comprises of:

#### *Revenue from operations*

Our revenue from operations for the year ended March 31, 2017 was ₹ 2,576.03 Lakh as compared to ₹ 2,746.92 Lakh for the year ended March 31, 2016, representing a decrease of 6.22%. This decrease was due to lower revenue from sale of land plot which was partially offset by sale of power units under IPP from 5MW which commissioned in the year 2017.

#### *Other revenue*

Other revenue for the year ended March 31, 2017 was ₹ 26.06 Lakh as compared to ₹ 4.20 Lakh for the year ended March 31, 2016, representing an increase of 520.48%. This was due to increase in interest income and one time receipt of insurance claim during the year 2017.

### ***Expenses***

Our total expenditure for the year ended March 31, 2017 was ₹ 1,236.95 Lakh as compared to ₹ 1,601.58 Lakh for the year ended March 31, 2016, representing a decrease of 22.77%. Total expenditure comprises of:

#### *Cost of materials consumed*

The cost of materials consumed for the year ended March 31, 2017 was ₹ (198.08) Lakh as compared to ₹ 561.27 Lakh for the year ended March 31, 2016. The Company did not purchase any land during the year 2017 and have recognized closing inventories of ₹ 198.08 Lakh on account of receipt of REC credit on sale of power unit earlier.

#### *Purchase of Stock-in-Trade*

The purchase of Stock-in-Trade for the year ended March 31, 2017 was ₹ 43.91 Lakh as compared to ₹ Nil Lakh for the year ended March 31, 2016. The increase was due to purchase of land for setting up the solar power project, land development expenses, land registration expenses.

#### *Changes in Inventories of Finished Goods and Stock-in-Trade*

The change in the Inventories of Finished Goods and Stock-in-Trade for the year ended March 31, 2017 was ₹ 491.23 Lakh as compared to ₹ Nil for the year ended March 31, 2016.

#### *Employee benefit expenses*

Employee benefit expense for the year ended March 31, 2017 was ₹ 91.26 Lakh as compared to ₹ 102.02 Lakh for the year ended March 31, 2016, representing a decrease of 10.55%. This was due to decrease in the number of manpower.

#### *Finance cost*

Finance cost for the year ended March 31, 2017 was ₹ 194.69 Lakh as compared to ₹ 73.93 Lakh for the year ended March 31, 2016, representing an increase of 163.34%. The increase in finance cost is due to increase in outstanding loans.

#### *Depreciation and Amortisation Expense*

Depreciation and amortization expense for the year ended March 31, 2017 was ₹ 212.37 Lakh as compared to ₹ 254.21 Lakh for the year ended March 31, 2016, representing a decrease of 16.46% due to the reason that the entire depreciation was charged on transmission line which was transferred to GETCO during the FY 2015-16 which was not there in the FY 2016-17. .

#### *Other expenses*

Other expenses for the year ended March 31, 2017 was ₹ 401.57 Lakh as compared to ₹ 610.15 Lakh for the year ended March 31, 2016, representing a decrease of 34.19%. This was due to decrease in rental expenses on account of non-renewal of some lease land and capitalization of rent till commencement of 5MW project.

#### *Net Profit/Loss before Tax*

Our Company earned a profit before tax for the year ended March 31, 2017 of ₹ 1,365.14 Lakh as compared to ₹ 1,149.54 Lakh for the year ended March 31, 2016, representing an increase of 18.76%. The increase was due to decrease in depreciation and other expenses majorly into rent, rates and taxes.

#### *Taxation*

The provision for taxes for the year ended March 31, 2017 was ₹ 552.66 Lakh as compared to ₹ 381.57 Lakh for the year ended March 31, 2016, representing an increase of 44.84%. This was due to increase in deferred tax liability on account of depreciation.

#### *Net Profit/Loss after Tax*

Our company earned a profit after tax for the year ended March 31, 2017 of ₹ 812.49 Lakh as compared to ₹ 767.97 Lakh for the year ended March 31, 2016, representing an increase of 5.80%. The increase was due to reason discussed above.

**Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of statutory dues or repayment of debentures or repayment of deposits or repayment of loans from any bank or financial institution during the last three financial year.**

There are no defaults, in repayment of statutory dues or repayment of debentures or repayment of deposits or repayment of loans from any bank or financial institution during the last three financial years.

#### **Material Frauds**

There are no material frauds committed against our Company, in the last three financials year.

#### **Unusual or Infrequent Events or Transactions**

Except as described elsewhere in this Prospectus, since September 30, 2018, there have been no events or transactions to our knowledge which may be described as “unusual” or “infrequent”.

### **Significant economic/regulatory changes**

Government policies governing the sector in which we operate as well as the overall growth of the Indian economy has a significant bearing on our operations. Major changes in these factors can significantly impact income from continuing operations.

There are no significant economic changes that materially affected our Company's operations or are likely to affect income except as mentioned in the section titled "*Risk Factors*" on page 22 of this Prospectus.

Except as described in the chapter titled "*Key Industry Regulations and Policies*" beginning on page 121 of this Prospectus, to our knowledge, there are no significant regulatory changes that materially affected or are likely to affect our income from continuing operations.

### **Known trends or uncertainties that have had or are expected to have a material adverse impact on sales, revenue or income from continuing operations**

Other than as described in the section titled "*Risk Factors*" and chapter titled "*Management's Discussion and Analysis of Financial Conditions and Results of Operations*" beginning on pages 22 and 204, respectively, of this Prospectus, to our knowledge there are no known trends or uncertainties that have or are expected to have a material adverse impact on our income from continuing operations.

### **Future changes in relationship between costs and revenues, in case of events such as future increase in labour or material costs or prices that will cause a material change are known**

Other than as described in the section titled "*Risk Factors*" and chapter titled "*Management's Discussion and Analysis of Financial Conditions and Results of Operations*" beginning on pages 22 and 204, respectively, and elsewhere in this Prospectus, there are no known factors to our knowledge which would have a material adverse impact on the relationship between costs and income of our Company. Our Company's future costs and revenues will be determined by demand/supply situation, government policies and prices per unit of sale of electricity by DISCOMs.

### **The extent to which material increases in net sales or revenue are due to increased sales volume, introduction of new products or services or increased sales prices**

Increase in revenues is by and large linked to increase in energy units post commissioning of 10 MW capacity and starting of new business segment of sale of power plant under CPP.

### **Competitive Conditions**

We expect competition in the sector from existing and potential competitors to intensify. However, on account of discounted pricing, cordial customer relationships, we are able to manage our competition. For further details, kindly refer the chapter titled "*Our Business*" beginning on page 106 of this Prospectus.

### ***New Product or Business Segment***

We do not intend to enter into any new business segment. The object of the Issue is to part finance the setting up of 25 MW Solar Power Project at Sudi village, Samiyala village, Tanchha village located in Amod Tehsil in Bharuch district of Gujarat which will increase our capacity from 15 MW to 40 MW capacity. For further details, kindly refer the chapter titled "*Objects of the Issue*" beginning on page 75 of this Prospectus.

### **Seasonality of Business**

Our business division of sale of solar power has experienced seasonal fluctuations in the past as our solar power unit output is dependent on the amount of sunlight our projects receive during the different part of the year. Our other business divisions are not seasonal in nature. Further, our level of our operations, income and profitability has been and may be affected by the dates when our projects became operational.

### **Significant Dependence on a Single or Few Suppliers or Customers**

We derive our revenue under IPP by selling entire solar power units to our six customers at present. In the Financial Year 2016, 2017 and 2018 and for the six months period ended September 30, 2018, a mix of these customers accounted for 100% of our revenue from operations under sale of solar power as an IPP. Our other division of sale of land plots, our top 10 clients are not necessarily the same every year. Further, till September 30, 2018, our Company has sold three power plants under CPP to our clients. However going forward, under all our divisions in which we operate, we expect customer concentration to reduce with a number of other entities becoming our customers in respective divisions.

### **Related Party Transactions**

For details please refer to the discussion in the chapter titled “*Financial Statements*” beginning on page 162 of this Prospectus.

### **Significant developments after September 30, 2018 that may affect our future results of operations**

In the opinion of Directors of our Company, no circumstances have arisen since September 30, 2018 which materially and adversely affect or are likely to affect the profitability of our Company, or the value of its assets, or its ability to pay its liabilities within the next twelve months except –

- Our Company has entered into facility agreement dated November 14, 2018 with PFC for a rupee term loan of ₹ 8,600 Lakh for the Proposed Project the detail of which are provided in the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.
- the charge amounting to ₹ 3,100.55 Lakh created by way of equitable mortgage over flats being owned by our Company i.e. Block A- G-1, G-3, 202, 203, 205, 303, 304, 305, 402, 403, 404, 405, 501, 502, 503, 504, Block B- 105 in building “K P Avenue” located at Taluka: Olpad, District Surat and corporate guarantee provided against loan given by State Bank of India to one of our Group Companies, i.e. K.P. Energy Limited for loan amounting to ₹142.00 Lakh is satisfied.

## FINANCIAL INDEBTEDNESS

As on November 30, 2018, our Company has total outstanding secured borrowings from banks and financial institutions aggregating to ₹3,733.00 Lakh and unsecured borrowings aggregating to ₹112.60 Lakh.

Set forth below is a brief summary of our aggregate borrowings from banks and financial institutions as of November 30, 2018:

### A. Secured Loans availed by our Company

(₹ in Lakh)

Name of Lender	Purpose	Sanctioned amount	Amount outstanding as of November 30, 2018	Rate of Interest (% p.a.)	Repayment schedule	Security provided
State Bank of India	Term Loan – 1 (Fund Based)	1,200.00	727.85	MCLR (1 year) + 3.00 % Effective rate @10.95%	76 Months including moratorium of 4 months	<b>Primary Security:</b> First charge over entire fixed assets created out of bank finance.  <b>Collateral Security:</b> 1)
State Bank of India	Term Loan – 2 (Fund Based) (for expansion of 10 MW solar power project)	3,325.00	2,937.05	MCLR (1 year) + 3.00 % Effective rate @10.95%	128 Months including moratorium of 8 months	2) Bungalow situated at plot no. 9,10,11, Shabnam Park Society, New Cause Way Road, Rander, Tal – Adajan, Surat 3) Immovable property at Block no. 398 situated at village Sudi, Taluka: Amod, District Bharuch 4) Registered mortgage of immovable property at Block no. 380 situated at village Sudi, Taluka: Amod, District Bharuch 5) Registered mortgage of Block no. 383/A (Block no. 383 & 383/B) situated at village Sudi, Taluka: Amod, District Bharuch 6) Registered mortgage of Block no. 414 situated at village Sudi, Taluka: Amod, District Bharuch 7) Registered mortgage of Block no. 415 situated at village Sudi, Taluka: Amod, District Bharuch 8) Registered mortgage of plot no. 5, 11, 12, 14 to 16, 19, 22, 23, 28 to 32, 36 to 40, 43 to 46, 49 to 69, 72 to 75, 78, 79, 83 to 88 situated at village Sudi, Taluka: Amod, District Bharuch 9) Personal Guarantee of Faruk Gulam Patel, Rashida Gulam Patel, Dhimantra Joshi,



Name of Lender	Purpose	Sanctioned amount	Amount outstanding as of November 30, 2018	Rate of Interest (% p.a.)	Repayment schedule	Security provided
						Gulamahmad Alibhai Patel, Rajnikant Harilal Shah 9) pledge 22,49,402 Equity Shares of our Company held by Faruk Gulam Patel.  <b>Corporate Guarantee:</b> Faaiz Money Changer Private Limited
Axis Bank Limited	Hydra Loan	11.50	0.36	10.26%	36 Months	Hypothecation of Vehicle and Guarantee of Farukbhai G. Patel
Axis Bank Limited	Vehicle Loan	77.64	41.25	15.00%	48 Months	Hypothecation of Vehicle
Kotak Mahindra Prime Limited	Vehicle Loan	13.15	5.29	9.81%	60 months	Hypothecation of Vehicle
HDFC Bank Limited	Vehicle Loan	13.90	10.33	8.51%	60 months	Hypothecation of Vehicle
Kotak Mahindra Prime Limited	Vehicle Loan	9.70	7.05	16.54%	36 Months	Hypothecation of Vehicle
Cholamandalam Investment and Finance Limited	Vehicle Loan	5.22	3.82	17.16%	36 Months	Hypothecation of Tractor

#### Restrictive Covenants:

The term loan availed by our Company contains certain restrictive clauses including but not limited to:

Without prior written permission of the bank, our Company cannot:

- a) effect changes in the Company's capital structure;
- b) implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets
- c) formulate any scheme of amalgamation or reconstruction;
- d) effect any drastic change in its management setup;
- e) enter into borrowing arrangements either secured or unsecured with any bank, financial institution, company or person

The above restrictive covenants is an indicative list and there are additional terms that may amount to an event of default under the loan facilities availed by our Company.

## B. Unsecured Loans availed by our Company

### From Directors

(₹ in Lakh)

Name of Lender	Purpose	Sanctioned amount	Amount outstanding as of November 30, 2018	Rate of Interest (% p.a.)	Repayment schedule
Farukbhai Gulambhai Patel	Business Loan	-	112.60	Nil	Repayable on demand

## C. Loan for the proposed Solar power project

(₹ in Lakh)

Particulars	Purpose	Sanctioned amount	Amount outstanding as of November 30, 2018	Rate of Interest (% p.a.)	Repayment schedule
PFC	Rupee Term Loan for 25 MW Solar Power Project	8,600.00	Nil	10.75% payable quarterly	50 quarterly installment commencing from standard due date falling 6 months after scheduled COD of project

\* any disbursement to the project by PFC is contingent upon the compliance of various pre-disbursement and others conditions as set out in the facility agreement, including the submission of dismissal order of NCLT/NCLAT under IBC in relation to the legal proceedings by Lanco Solar Private Limited and Lanco Solar Energy Private Limited against the company

### Security proposed to be offered:

A brief summary of security proposed to be offered by our Company as per the facility agreement dated November 14, 2018 are as mentioned below:

- (i) A first charge by way of mortgage in a form and manner acceptable to PFC, over all the Company's immovable properties, both present and future pertaining to the Project;
- (ii) A first charge by way of hypothecation, in a form and manner acceptable to PFC, over all the Company's movable properties and assets, including plant and machinery, machinery spares, equipment, tools and accessories, furniture, fixtures, vehicles, and all other movable assets, both present and future, intangible, goodwill, uncalled capital, present and future relating to Project of the Company;
- (iii) A first charge on the Company's operating cash flows, book debts, receivables, commissions, revenues of whatsoever nature and wherever arising of the Company, present and future;
- (iv) Pledge of Shares: At least 76% of equity shares issued for project equity and 76% by value of unsecured loan
- (v) Personal Guarantee: Personal guarantee of Mr. Farukbhai Gulambhai Patel and Mr. Gulambhai Patel
- (vi) Additional Collateral Security: The Company shall provide escrow on the revenue account of M/s K P Buildcon Private Limited with escrow cover equivalent to average 2 months billing value during the currency of Loan.

## D. Other Indebtedness

Apart from the above, our Company has provided equitable mortgage over flats being owned by it under Block A- G-1, G-3, 202, 203, 205, 303, 304, 305, 402, 403, 404, 405, 501, 502, 503, 504, Block B- 105 in building "K P Avenue" located at Taluka: Olpad, District Surat and provided corporate guarantee against loan provided by State Bank of India to K.P. Energy Limited, being one of the Group Companies, for an amount of ₹142.00 Lakh.\*

\*As on the date of this Prospectus, the above charge is satisfied.

## SECTION VI – LEGAL AND OTHER INFORMATION

### OUTSTANDING LITIGATION AND MATERIAL DEVELOPMENTS

Except as stated in this section, there are no:

A. (i) criminal proceedings; (ii) actions by statutory or regulatory authorities; (iii) claims relating to direct and indirect taxes; or (iv) Material Litigation (as defined below); involving our Company, Directors, Promoters, Group Companies. Our Board, in its meeting held on September 25, 2018, determined that outstanding legal proceedings involving the Company, its Directors, Promoters and Material Group Companies: (a) where the aggregate amount involved, in such individual litigation exceeds 1% of the profit after tax of our Company, as per last audited financial statements; or (b) where the decision in one litigation is likely to affect the decision in similar litigations, even though the amount involved in such single litigation individually may not exceed 1% of the profit after tax of the Company as per the last audited financial statements, if similar litigations put together collectively exceed 1% of the profit after tax of the Company, or (c) litigations whose outcome could have a material impact on the business, operations, prospects or reputation of our Company, will be considered as material litigation (“**Material Litigation**”).

B. (i) litigation or legal actions, pending or taken, by any Ministry or department of the Government or a statutory authority against our Promoters during the last five years; (ii) pending proceedings initiated against our Company for economic offences; (iv) default and non-payment of statutory dues by our Company; (v) inquiries, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous companies law in the last five years against our Company; or (vi) material frauds committed against our Company in the last five years.

Our Board of Directors considers dues owed by our Company to the small scale undertakings and other creditors exceeding 5% of the Company’s trade for the last audited financial statements shall be considered as material dues for the Company, as material dues for our Company. This materiality threshold has been approved by our Board of Directors pursuant to the resolution passed on September 25, 2018.

All terms defined in a particular litigation are for that particular litigation only.

#### LITIGATION INVOLVING OUR COMPANY

##### A. LITIGATION FILED AGAINST OUR COMPANY

###### 1. Litigation Involving Criminal Matters:

NIL

###### 2. Litigation Involving Actions by Statutory/Regulatory Authorities:

NIL

###### 3. Litigation involving Tax Liabilities

###### (i) Direct Tax Liabilities

Sr. No	Type of Direct Tax	No. of Cases	Amount in dispute/demanded (in ₹)*
1.	Income Tax	1	29,80,800**
	<b>Total</b>	<b>1</b>	<b>29,80,800</b>

\*The amounts mentioned above may be subject to additional interest rates being levied by the concerned authorities for delay in making payment. Amount of interest that may be levied is unascertainable as on the date of this Prospectus.

\*\*Assessment Order dated November 30, 2016 passed by the Assessing officer in respect of the Assessment Year 2014-15 pursuant to which a notice of demand dated November 30, 2016 under Section 156 of the Income Tax Act, 1961 and notice under Section 274 read with Section 270(1)(c) of the Income Tax Act, 1961 dated November 30, 2016 was issued.

**(ii) Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations**

- i. Lanco Solar Energy Private Limited, through their advocates, issued a demand notice, under Section 8 of the Insolvency and Bankruptcy Code, 2016, dated May 18, 2018, inter alia alleging that payment of an unpaid Operational Debt of Rs.65,81,432/- i.e. the principal amount of Rs. 63,43,675/- due from February 28, 2018 till May 15, 2018 and interest calculated @ 18% p.a. being Rs. 2,37,757/- was due from the Company. It was also stated, in the aforesaid demand notice, that in the event the Company believed that the debt had been repaid before the receipt of the aforesaid notice, such repayment was to be demonstrated with the prescribed supporting documents, by sending the same to Lanco Solar Energy Private Limited, within ten days of receipt of the said notice. In pursuance of the said demand notice, as the Company had already paid all amounts due to Lanco Solar Energy Limited, the Company vide its letter dated May 29, 2018 issued to the Lanco Solar Energy Private Limited has responded to the said demand notice, with the requisite supporting documents, by inter alia stating that no amount was due and payable to them as there was no debt owed by the Company to them and that the claim made by them was not sustainable under the provisions of the Insolvency and Bankruptcy Code, 2016. It was also inter alia stated by the Company that they had placed a purchase order with Lanco Solar Energy Private Limited in respect of supply of 0.5 MW of Solar PV Module of Type – Poly Crystalline for a total amount of Rs. 1,13,43,675/- on January 25, 2018 via email. Further, an amount of Rs. 50,00,000/- had already been paid to Lanco Solar Energy Private Limited by the Company as admitted by them in the aforesaid demand notice, as regards the remaining amount on Rs. 63,43,675/-, part payment of Rs. 25,00,000/- was made to Lanco Solar Energy Private Limited by the Company vide cheque no. 953815 dated February 6, 2018 drawn on State Bank of India. Thereafter a payment of Rs. 40,00,000/- was made by the Company to Lanco Solar Energy Private Limited on February 7, 2018 which was evident from their ledger account maintained by the Company. Accordingly, the Company has made a payment of 65,00,000/- as against the pending amount of Rs. 63,43,675/-, therefore, there was no question of paying any amounts towards interest or otherwise to Lanco Solar Energy Private Limited by the Company. Subsequently, Lanco Solar Energy Private Limited (Operational Creditor) has filed an Insolvency Application before the National Company Law Tribunal, Ahmedabad Bench in CP (I.B.)/ 7/ NCLT/ AHM/ 2018 (now Company Petition (IB) No. 338 of 2018) under Section 9 of Insolvency and Bankruptcy Code, 2016 against the Company inter alia stating that they had supplied Solar PV Modules to the Company and that the Company has failed to make payment amounting to Rs. 63,43,675/- along with interest at 18% p.a. on the aforesaid amount i.e. Rs. 2,37,757/-. The matter is at the pending for hearing before admission stage before the National Company Law Tribunal and the Company has already filed an appropriate response vide its Affidavit-in-Reply/ objections on behalf of the corporate debtor on September 19, 2018, to the aforesaid Insolvency Application, as the subject matter of the same is in dispute and as the claim made by Lanco Solar Energy Private Limited is not sustainable under the provisions of the Insolvency and Bankruptcy Code, 2016. Subsequently, Lanco Solar Energy Private Limited has filed a pursoris for withdrawal of the Insolvency Application on December 21, 2018 inter alia stating that a settlement has been arrived at between the parties by way of a Settlement Agreement dated December 18, 2018 pursuant to which the Company has agreed to pay the settled amount of Rs. 36,50,000/- by way of post dated cheque dated January 20, 2019, and accordingly, Lanco Solar Energy Private Limited has sought to withdraw the Insolvency Application and has requested the NCLT to dispose the application by passing necessary orders. The withdrawal order to be passed pursuant to the pursoris for withdrawal filed before the NCLT is awaited.
- ii. Lanco Solar Private Limited through their advocates, issued a demand notice, under Section 8 of the Insolvency and Bankruptcy Code, 2016, dated May 18, 2018, inter alia alleging that payment of an unpaid Operational Debt of Rs.1,05,18,331/-, inclusive of interest, was due from the Company. It was also stated, in the aforesaid demand notice, that in the event the Company believed that the debt had been repaid before the receipt of the aforesaid notice, such repayment was to be demonstrated with the prescribed supporting documents, by sending the same to Lanco Solar Private Limited, within ten days of receipt of the said notice. In pursuance of the said demand notice, as the Company had already paid all amounts due to Lanco Solar Energy Limited as per products supplied by them, the Company vide its letter dated May 29, 2018 issued to Lanco Solar Private Limited, has responded to the said demand notice, with the requisite supporting documents, by inter alia stating that no amount was due and payable to them as there was no debt owed by the Company to them and that the claim made by them was not sustainable under the

provisions of the Insolvency and Bankruptcy Code, 2016. It was also inter alia stated by the Company that they had placed a purchase order with Lanco Solar Private Limited in respect of supply of 10 MW of Solar PV Module of Type – Poly Crystalline for a total amount of Rs. 21,75,00,000/- on May 15, 2017 vide purchase order no. 50. As per payment and delivery schedule provided for under Annexure D of the Purchase Order, Lanco Solar Private Limited was required to supply 10 MW of Solar PV Module by July 22, 2017, however, Lanco Solar Private Limited only supplied 3 MW of Solar PV Module by July 22, 2017. It was also stated that the Company had made last installment of payment of Rs. 1,25,00,000/- by July 29, 2017 and a total payment of Rs. 6,65,00,000/- as against a supply of only 3 MW of Solar PV Module instead of 10 MW of Solar PV Module which was also admitted by Lanco Solar Private Limited in paragraph 2(d) of their demand notice. Furthermore, it was stated that in spite of Lanco Solar Private Limited inadequately supplying the Solar PV Modules, the Company had still made payments to them and accordingly, the amounts claimed by Lanco Solar Private Limited were seriously disputed. It was also stated the claims raised by Lanco Solar Private Limited in their demand notice was pertaining to an alleged purchase order no. 77 for supply 4 MW Solar Module whereas there was no such purchase order issued by the Company to Lanco Solar Private Limited. Accordingly, it was stated that the demands raised by Lanco Solar Private Limited were misconceived and not sustainable in law. Subsequently, Lanco Solar Private Limited (Operational Creditor) has filed an Insolvency Application before the National Company Law Tribunal, Ahmedabad Bench in CP (I.B.)/7/ NCLT/ AHM/ 2018 (now Company Petition (IB) No. 339 of 2018) under Section 9 of Insolvency and Bankruptcy Code, 2016 against the Company inter alia stating that they had supplied Solar PV Modules to the Company and that the Company has failed to make payment amounting to Rs. 1,51,67,572/- along with interest at 18% p.a. on the aforesaid amount. The matter is at the pending for hearing before admission stage before the National Company Law Tribunal and the Company has already filed an appropriate response vide its Affidavit-in-Reply/ objections on behalf of the corporate debtor on September 19, 2018, to the aforesaid Insolvency Application, as the subject matter of the same is in dispute and as the claim made by Lanco Solar Private Limited is not sustainable under the provisions of the Insolvency and Bankruptcy Code, 2016. Subsequently, Lanco Solar Private Limited has filed a pursoris for withdrawal of the Insolvency Application on December 21, 2018 inter alia stating that a settlement has been arrived at between the parties by way of a Settlement Agreement dated December 18, 2018 pursuant to which the Company has agreed to pay the settled amount of Rs. 63,43,675/- by way of post dated cheque dated January 20, 2019, and accordingly, Lanco Solar Private Limited has sought to withdraw the Insolvency Application and has requested the NCLT to dispose the application by passing necessary orders. The withdrawal order to be passed pursuant to the pursoris for withdrawal filed before the NCLT is awaited.

## **LITIGATIONS FILED BY OUR COMPANY**

### **1. Litigation Involving Criminal Matters:**

- i. Complaint No. 44998 of 2014 filed by Solarism - The Power of Natural (A Division of K.P.I. Global Infrastructure Limited) (“Solarism”) as the “Petitioner” against Tesco Project Limited and Mr. KartiyaHariyan as the “Respondents” under Section 138 of Negotiable Instruments Act, 1881 before the Additional Senior Civil Judge, Vadodara on November 10, 2014 on the ground of dishonor of cheque dated September 22, 2014 for Rs. 3,11,000/- towards the goods supplied by the Petitioner to the Respondents and it was inter alia prayed that a warrant be issued by the court against the Respondents. The said matter is pending.
- ii. Complaint No. 44995 of 2014 filed by Solarism - The Power of Natural (A Division of K.P.I. Global Infrastructure Limited) (“Solarism”) as the “Petitioner” against Tesco Project Limited and Mr. KartiyaHariyan as the “Respondents” under Section 138 of Negotiable Instruments Act, 1881 before the Additional Senior Civil Judge, Vadodara on November 10, 2014 on the ground of dishonor of cheque dated August 20, 2014 for Rs. 12, 62, 330/- towards the goods supplied by the Petitioner to the Respondents and it was inter alia prayed that a warrant be issued by the court against the Respondents. The said matter is pending.

### **2. Litigation Involving Actions by Statutory/Regulatory Authorities:**

NIL

**3. Litigation Involving Tax Liabilities:**

**(i) Direct Tax Liabilities**

NIL

**(ii) Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations**

NIL

**LITIGATIONS INVOLVING OUR DIRECTORS**

**A. LITIGATIONS FILED AGAINST THE DIRECTORS**

**1. Litigation involving Criminal Matters**

NIL

**2. Litigation involving Actions by Statutory/Regulatory Authorities:**

NIL

**3. Litigation Involving Tax Liabilities:**

**(i) Direct Tax Liabilities**

NIL

**(ii) Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations:**

NIL

**B. LITIGATIONS FILED BY OUR DIRECTORS**

**1. Litigation involving Criminal Matters**

NIL

**2. Litigation involving Actions by Statutory/Regulatory Authorities:**

NIL

**3. Litigation Involving Tax Liabilities:**

**(i) Direct Tax Liabilities**

NIL

**(ii) Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations:**

NIL

**LITIGATIONS INVOLVING OUR PROMOTERS**

**A. LITIGATIONS FILED AGAINST OUR PROMOTERS**

**1. Litigation involving Criminal Matters:**

NIL

**2. Litigation involving Actions by Statutory/Regulatory Authorities:**

NIL

**3. Litigation Involving Tax Liabilities**

**(i) Direct Tax Liabilities**

NIL

**(ii) Indirect Tax Liabilities**

NIL

**B. LITIGATIONS FILED BY OUR PROMOTERS**

**1. Litigation involving Criminal Matters:**

NIL

**2. Litigation involving Actions by Statutory/Regulatory Authorities:**

NIL

**3. Litigation Involving Tax Liabilities**

**(i) Direct Tax Liabilities**

NIL

**(ii) Indirect Tax Liabilities**

NIL

**4. Other Pending Litigations**

NIL

**LITIGATIONS INVOLVING OUR GROUP COMPANIES**

**A. LITIGATIONS FILED AGAINST OUR GROUP COMPANIES**

**1. Litigation involving Criminal Matters:**

NIL

**2. Litigation involving Actions by Statutory/Regulatory Authorities:**

NIL

### 3. **Litigation Involving Tax Liabilities:**

#### (i) **Direct Tax Liabilities**

NIL

#### (ii) **Indirect Tax Liabilities**

NIL

### 4. **Other Pending Litigations**

- i. Summary suit bearing number 88 of 2014 filed by Muljibhai Kantibhai Patel (proprietor of Patel Oxygen) as the “**Petitioner**” against K. P. Buildcon Private Limited as the “**Respondent**” under Order 39 of The Code of Civil Procedure, 1908 before Senior Civil Judge, Vadodara on September 6, 2014 for the recovery of Rs.8,79,209.45/- from the respondents for the goods supplied to the Respondents and it was inter alia prayed that the respondents be directed to repay the money along with 24% interest by any possible means. The said matter is pending.
- ii. Special Civil Suit bearing number 120 of 2012 filed by M S Pile Foundation Private Limited as the “**Petitioner**” against K. P. Buildcon Private Limited as the “**Respondent**” before Principal Senior Civil Judge, Bharuch for the recovery of Rs. 9,10,000/- towards services rendered by the Petitioner. The Respondent filed its written statement and counter claim for Rs. 12, 30, 000/- towards refund of Rs. 2, 30,000/- together with interest paid by way of Advance and Rs. 10,000/- towards compensation for default on the part of Petitioner in completing the work. The Petitioner filed their affidavit in reply to the counter claim. The said matter is pending.
- iii. Writ Petition bearing no. 85 of 2016 (PIL) filed in the High Court of Gujarat at Ahmedabad (“**the Court**”) by Devshibhai Bhimbhai Boricha and others (the “**Petitioners**”) on April 22, 2016 inter alia against the State of Gujarat; the Collector, Bhavnagar District; K. P. Energy Private Limited (now K.P. Energy Limited) and others (collectively referred to as the “**Respondents**”) under Article 226 and/or Article 227 of the Constitution of India wherein it has inter alia been alleged that vide order dated May 4, 2011, the Collector, Bhavnagar District has allotted land to K.P. Energy Limited a part of which is Forest and Gaucher Land therefore, no industrial activity should be permitted thereon. Accordingly, it has inter alia been prayed by way of the Writ Petition that the Court (i) issue a writ of mandamus or in the nature of mandamus or any other appropriate writ, order or direction and quash and set aside the impugned order dated May 4, 2011 recorded by the Collector Bhavnagar granting the land to K.P. Energy; (ii) issue a writ of mandamus or in the nature of mandamus or any other appropriate writ, order or direction and hold and declare that the Respondents do not have the power to allot any land which is within the vicinity of reserved forest and which have direct effect on ecology of wild life and for industrial purpose; and (iii) to stay the execution, implementation, operation of the impugned order May 4, 2011 pending admission and final hearing of this petition. K.P. Energy Limited has filed its affidavit-in-reply in the matter on June 14, 2016. The matter is currently pending.
- iv. Special Civil Application bearing no. 9120 of 2017 filed in the High Court of Gujarat at Ahmedabad (“**the Court**”) by Bharatsinh PapatbhaVala and others (the “**Petitioners**”) against the State of Gujarat; the Collector, Bhavnagar District; the Mamlatdar, Mahuva Taluka and K.P. Energy Limited (collectively referred to as the “**Respondents**”) under Article 226 and Articles 14, 19 and 21 of the Constitution of India wherein it has inter alia been alleged that vide order dated January 29, 2016, the Collector, Bhavnagar District has allotted land to K.P. Energy Limited and on part of the aforesaid land a check dam has been constructed and therefore, no land should be given to K.P. Energy Limited for constructing a wind farm thereon. Accordingly, it has inter alia been prayed by way of the Special Civil Application that the Court (i) issue a writ of mandamus or in the nature of mandamus or any other appropriate writ, order or direction and quash and set aside the order dated January 29, 2016 passed by the Collector, Bhavnagar granting the land to K.P. Energy with the direction that K.P. Energy Limited not be permitted to construct or establish a wind farm permanently on the said land; and (ii) to stay the execution, implementation, operation of the order January 29, 2016 pending hearing and final disposal of this petition with the direction that K.P. Energy limited be restrained from carrying out activities on the said land. The matter is currently pending.



## LITIGATIONS FILED BY OUR GROUP COMPANIES

### 1. Litigation involving Criminal Liabilities:

NIL

### 2. Litigation involving Actions by Statutory/Regulatory Authorities:

NIL

### 3. Litigation Involving Tax Liabilities

#### (i) Direct Tax Liabilities

NIL

#### (ii) Indirect Tax Liabilities

Sr. No	Type of Indirect Direct Tax	No. of Cases	Amount in dispute/demanded (in ₹)*
1.	Service Tax	1	4,31,62,979 <sup>(1)</sup>
	<b>Total</b>	1	4,31,62,979

<sup>(1)</sup>Show Cause Notice dated January 20, 2011 was issued against K.P. Buildcon Private Limited inter alia asking them to show cause as to why an amount of Rs. 4,31,62,979/- towards service tax should not be demanded and recovered from them along with interest thereon for delayed payment of service tax and why penalty should not be imposed on them. Subsequently, Order – in – Original dated July 18, 2016 was issued against K.P. Buildcon Private Limited inter alia confirming the amount of service tax demanded under the aforesaid show cause notice as well as levying additional penalties against K.P. Buildcon Private Limited which has been challenged by K.P. Buildcon Private Limited vide appeal dated October 27, 2016. The matter is currently pending before Customs, Excise and Service Tax Appellate Tribunal.

\*The amounts mentioned above may be subject to additional interest rates being levied by the concerned authorities for delay in making payment. Amount of interest that may be levied is unascertainable as on the date of this Prospectus.

### 4. Other Pending Litigations

- i. Arbitration Petition bearing No. 170 of 2017 filed by K.P. Buildcon Private Limited as the "**Petitioner**" against Mukesh Bhimraj Gupta, Proprietor Mukesh Engineering Industries as the "**Respondent**" under Section 11 of the Arbitration and Conciliation Act, 1996, as amended, before the High Court of Gujarat at Ahmedabad ("**Court**") on November 17, 2017 inter alia praying that the Court may (i) pass appropriate orders or direction for the appointment of Mr. B.R. Shah, Advocate or any other person that the Court may deem fit and proper as Arbitrator; (ii) direct both arbitrators to appoint the third arbitrator for resolving disputes between the parties; and (iii) direct the parties and arbitrators so appointed to effectively commence and conclude the arbitration proceedings at an appropriate venue suitable to all the parties and pass the final award. The matter is currently pending.

### Litigations or legal actions, pending or taken, by any Ministry or Department of the Government or a statutory authority against our Promoter during the last 5 (five) years.

There are no litigations or legal actions, pending or taken, by any Ministry or Department of the Government or a statutory authority against our Promoter during the last 5 (five) years.

### Pending proceedings initiated against our Company for economic offences.

There are no pending proceedings initiated against our Company for economic offences.

### Inquiries, investigations etc. instituted under the Companies Act, 2013 or any previous companies act enactment in the last 5 (five) years against our Company.

There are no inquiries, investigations etc. instituted under the Companies Act or any previous companies

enactment in the last 5 (five) years against our Company.

### **Material Fraud against our Company in the last 5 (five) years**

There has been no material fraud committed against our Company in the last 5 (five) years.

### **Fines imposed or compounding of offences for default**

Except as disclosed below, there are no other fines imposed or compounding of offences done in the last 5 (five) years immediately preceding the year of the Prospectus for the Company for default or outstanding defaults:

Mr. Farukbhai Gulambhai Patel (Managing Director of the Company), Mr. Gulammahmad Alibhai Patel (erstwhile Director of the Company), Mrs. Rashida Gulam Patel (erstwhile Director of the Company) (“**the Applicants**”) had filed an application under Section 441 of the Companies Act, 2013 for compounding of offence committed under Section 295 of Companies Act, 1956 vide SRNG94563665 dated July 31, 2018 with the Registrar of Companies, Ahmedabad. Thereafter, vide Order dated September 18, 2018, the Regional Director, Ahmedabad after taking into consideration the relevant facts of the case, compounded the aforesaid default on payment of compounding fees of Rs.30,000/- for each of the Applicants and accordingly, the application was disposed.

### **Non-Payment of Statutory Dues**

Except as disclosed under the section titled “*Financial Information*”, there have been no defaults or outstanding defaults in the payment of statutory dues payable by the Company as of the date of the last audited financial statements of the Company. For details of dues of income tax, sales tax, customs duty, excise duty, value added tax and cess, which have not been deposited as on September 30, 2018 on account of disputes, see “*Financial Statements*” beginning on page 162 and “*Outstanding Litigation and Material Developments – Litigations involving our Company – Litigation filed against our Company – Tax proceedings*” on page 219.

### **Details of dues to micro and small enterprises as defined under the Micro, Small and Medium Enterprises Development, 2006**

As of September 30, 2018, there were no cases of dues to micro and small enterprises as defined under the Micro, Small and Medium Enterprises Development, 2006.

### **Material Creditors of the Company having amount outstanding as on September 30, 2018 being more than 5% of the Company’s trade payables as per last audited financial statements of our Company.**

As of September 30, 2018, we had 100 creditors (including debit balances) to whom a total amount of ₹ 578.55 Lakh was outstanding out of which 6 creditors were material creditors in terms of the Materiality Policy and the total amount due to such material creditors was ₹ 524.78 Lakh\*.

For further details, please see website at [www.kpiglobal.kpgroup.co](http://www.kpiglobal.kpgroup.co).

*Information provided on the website of our Company is not a part of this Prospectus and should not be deemed to be incorporated by reference. Anyone placing reliance on any other source of information, including our Company’s website, would be doing so at its own risk.*

*\*The debit balances under the trade payables majorly represent the creditors of the Company to whom advance payment has been made for purchase of land and in the interim the same stands as debit balance in trade payables and who would ultimately be regarded as creditor. Accordingly, this amount has been considered under trade payables only.*

### **Material developments occurring after last balance sheet date**

Except as disclosed elsewhere in this Prospectus, there have been no material developments since the date of the last financial statements as disclosed in the Prospectus.

## **GOVERNMENT AND OTHER KEY APPROVALS**

*The Company has received the necessary consents, licenses, permissions and approvals from the Government and various governmental agencies required for their present business (as applicable on date of this Prospectus) and except as mentioned below, no further approvals are required for carrying on their present business.*

*In view of the approvals listed below, the Company can undertake this Issue and their current/proposed business activities and no further major approvals from any governmental or regulatory authority or any other entities are required to be undertaken in respect of the Issue or to continue their business activities. It must be distinctly understood that, in granting these approvals, the Government of India does not take any responsibility for the Company's financial soundness or for the correctness of any of the statements made or opinions expressed in this behalf. Unless otherwise stated, these approvals are all valid as of the date of this Prospectus.*

The main objects clause of the Memorandum of Association and objects incidental to the main objects enable the Company to carry out its activities.

The following statement sets out the details of licenses, permissions and approvals taken by the Company under various Central and State laws for carrying out business.

### **I. APPROVALS FOR THE ISSUE**

#### **Corporate Approvals**

1. The Board of Directors have, pursuant to Section 62(1)(c) of the Companies Act 2013, by a resolution passed at its meeting held on August 10, 2018, authorized the Issue, subject to the approval of the shareholders and such other authorities as may be necessary.
2. The shareholders of the Company have, pursuant to Section 62(1)(c) of the Companies Act 2013, by a special resolution passed in the Annual General Meeting held on September 22, 2018, authorized the Issue.
3. The Company has obtained listing approval letter from the SME platform of the BSE dated November 19, 2018.

### **II. INCORPORATION AND OTHER DETAILS**

1. Certificate of Incorporation dated February 01, 2008 issued by the Assistant Registrar of Companies, Maharashtra, Mumbai in the name of "K.P.I. Global Infrastructure Limited".
2. Certificate for Commencement of Business dated August 22, 2008 issued by the Assistant Registrar of Companies, Maharashtra, Mumbai in the name of "K.P.I. Global Infrastructure Limited".
3. Certificate of registration of Regional Director order for change of state dated May 28, 2015 issued by Registrar of Companies, Ahmedabad for shifting of registered office of our Company from the state of Maharashtra to the state of Gujarat.
4. The Corporate Identity Number (CIN) of the Company is U40102GJ2008PLC083302.

### **III. GENERAL APPROVALS**

1. The ISIN Number of the Company is INE542W01017.
2. Importer- Exporter Code number of the Company is 0313070407.
3. Registration certificate bearing number WZ/S/ADAJAN/145002 dated January 1, 2018 issued under the Bombay Shops and Establishments Act, 1948 in respect of the Company's office located at A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat - 395009, Gujarat, India. The same is valid until December 31, 2018.

4. Acknowledgment for Industrial Entrepreneurs Memorandum dated July 25, 2013 regarding permission for manufacturing of electric power generation using solar energy, bearing certificate number 1477/SIA/IMO/2013, issued by the Ministry of Commerce & Industry, Secretariat for Industrial Assistance, Public relation & Complaints Section, for the Company's plants situated at village Sudi, Samiyal and Tanchha, Taluka Amod, District Bharuch, Gujarat for a capacity of 80000000.00 kwh (approximating to 50.00 MW).

#### IV. TAX RELATED APPROVALS/LICENSES/REGISTRATIONS

The Company has obtained the following approvals from various tax authorities as set out below:

S. No.	Description	Authority	Registration Number	Date of Certificate	Date of Expiry
1.	Permanent Account Number (PAN)	The Income Tax Department, Government of India	AADCK5573C	February 01, 2008	Valid until cancelled
2.	Tax Deduction and Collection Account Number (TAN)	The Income Tax Department, Government of India	SRTK04849F	May 15, 2013	Valid until cancelled
3.	Certificate of Registration under the Central Goods and Service Tax Act, 2017 *	Government of India	24AADCK5573C1ZR	April 14, 2017	Valid until cancelled

\* This certificate has been issued by the respective authority to the Company under the Company's previous address. The Company is yet to apply to the concerned authorities for reflecting change of address from "B-105, K P Avenu, Mahetawad, Olpad, Surat, Gujarat, 394540" to "A-1/2, Firdos Tower, Near Fazal Tower, Adajan Patia, Surat - 395009, Gujarat, India."

The Company has obtained Certificate of Registration bearing no. PRC03WZ07495 and Certificate of Enrolment bearing no. PEC03WZ24236 under the Gujarat State Tax on Professions, Trades, Callings and Employments Act, 1976.

#### V. LABOUR RELATED APPROVALS/REGISTRATIONS

The Company has obtained the following approvals from various labour/employment authorities as set out below:

S. No.	Description	Authority	Code Number	Date of Issue/Effective Date	Date of Expiry
1.	Certificate of Registration under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (Ministry of Labour and Employment, Government of India)	Assistant Provident Fund Commissioner, Regional Office, Surat	GJ/SRT/80966	March 31, 2014 Effective from: January 01, 2014	Valid until cancelled

## VI. BUSINESS/ PROJECT RELATED APPROVALS

Project Site: Sudi, Amod, Bharuch

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
1.	Certificate for Investment Intention proposal for the Vibrant Gujarat Global Investor Summit, 2013	Principal Secretary, Government of Gujarat, Gujarat Energy Development Agency (GEDA)	-	January 11, 2013	-
2.	Certificate for Investment Intention proposal for the Vibrant Gujarat Global Investor Summit, 2015	Principal Secretary, Government of Gujarat, Gujarat Energy Development Agency (GEDA)	-	January 11, 2015	-
3.	Certificate for Investment Intention proposal for the Vibrant Gujarat Global Investor Summit, 2017	Additional Chief secretary, Government of Gujarat, Gujarat Energy Development Agency (GEDA)	GEDA/EPD/VG-2017/11013	January 30, 2017	-
4.	Permission to draw for electrical installations, 10 MWp Grid connected to Solar Power Plant along with associated equipments for company's corporate office located at Sudi, Amod, Bharuch.	Chief Electrical Inspector, Gandhinagar Office of the Chief Electrical Inspector, Gandhinagar	CEI/T-1/P-1/SOLAR/551/17/5664	May 01, 2017	Valid until cancelled
5.	Permission to draw for the Electrical Installation, 66/11 KV Transformer for 15 MW Solar Power Plant with associated equipments for the company's corporate office located at Sudi, Amod, Bharuch	Chief Electrical Inspector, Gandhinagar Office of the Chief Electrical Inspector, Gandhinagar	CEI/T-1/P-1/EHT/0032/14/8939	November 17, 2014	NA
6.	Permission to draw for the Electrical Installation of 66 KV with ACSR Dog Conductor and partly U/G cable line for the company's corporate office	Chief Electrical Inspector, Gandhinagar Office of the Chief Electrical Inspector, Gandhinagar	CEI/T-1/P-1/GETCOLINE/0283/14/5669	July 07, 2014	NA

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	located at Sudi, Amod, Bharuch				
7.	Approval regarding the initial inspection of 66KV S/c line on from 66Kv Amod Sub Station	Deputy Chief Electrical Inspector, Office of the Dy. Chief Electrical Inspector (South Zone)	DyCEI/G/SZ/INSP/28957	December 17, 2015	Valid until cancelled
8.	Approval regarding initial inspection of 1x66 KV Feeder bay alongwith associated equipments at 66 KV Amod Sub Station	Deputy Chief Electrical Inspector, Office of the Dy. Chief Electrical Inspector (South Zone)	DyCEI/G/SZ/INSP/28959	December 17, 2015	Valid until cancelled
9.	Approval regarding the initial inspection for the electrical installation of 1x7.5/10 MVA, 66/11 KV Transformer along with the associated equipments for 15MW Solar Power Project	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector (South Zone)	CEI/T-1/P-2/CRTY/KPI/TR/00168/15/9492	October 21, 2015	Valid until cancelled
10.	Inspection Certificate regarding the initial inspection for the Electrical installation of 1x2 MWp Grid connected Solar Power plant under the REC Mechanism along with the associated equipments	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector	CEI/T-1/P-2/CRTY/SOLAR/KPI/02MW/0272/15/11470	December 28, 2015	Valid until cancelled
11.	Inspection Certificate regarding the initial inspection of electrical installations of 2.1 MWp Grid Connected Solar power plant, 2x1500 KVA 11/0.270-0.270 KV Inverter Transformer, 3x750 KW Inverters along with associated equipments	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector	CEI/T-1/P-2/SPP/0070/16/8053	July 12, 2016	Valid until cancelled
12.	Inspection Certificate of electrical installations of 900KWp Grid	I/C Chief Electrical Inspector, Gandhinagar,	CEI/T-1/P-1/SOLAR/081/16/2037	February 17, 2017	Valid until cancelled

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	connected Solar power plant along with the associated equipments	Office of the Chief Electrical Inspector			
13.	Inspection Certificate regarding the initial inspection of the Electrical Installation of 2.6MW Grid connected ground mounted Solar Power Plant and 2x1.5 MVA, 270V/11 Kv transformers along with associated equipments	Chief Electrical Inspector, Gandhinagar Office of the Chief Electrical Inspector.	CEI/T-1/P-1/SOLAR/551/17/7718	June 30, 2017	Valid until cancelled
14.	Inspection Certificate regarding the initial inspection of the Electrical Installation of 1.25MW Grid connected ground mounted solar power plant and 1.5 MVA, 2x0, 270/11 KV existing transformers along with the associated equipments	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector	CEI/T-1/P-1/SOLAR/551/17/5664/CRTY 2/17/9824	September 18, 2017	Valid until cancelled
15.	Inspection Certificate regarding the initial inspection of the Electrical Installation of 0.40MW Grid connected ground mounted Solar power plant and 1.5 MVA, 2x0, 270/11 KV existing transformers along with the associated equipments	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector	CEI/T-1/P-1/SOLAR/551/17/5664/CRTY/17/17637	December 01, 2017	Valid until cancelled
16.	Application for setting up the Solar Power Plant under the Renewable Energy Certificate (REC) mechanism – 15MW	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL/2013/1/OW/4847 & 4848	January 03, 2013	Valid until cancelled
17.	Registration of application for setting up of Solar ground Mounted Project with capacity of 15 MW, under the Gujarat Solar power	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL/2016/01/OW/9693 Registration Number GMSPVREC25012016-95	January 25, 2016	Valid until cancelled

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	Policy-2015				
18.	Certificate regarding De-registration of 5MW Solar Power Plant from REC Accreditation	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/REC/2017/4/OW/2227	April 20, 2017	Valid until cancelled
19.	Certificate regarding the Corrigendum in the Registration No. GMSPVREC250120 16-95  New Registration No- GMSPVIND250120 16-95	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL-95/2017/07/OW/134	July 17, 2017	Valid until cancelled
20.	Certificate of Accreditation for Re-Generating Station with capacity 2MW utilising Solar PV	Gujarat Energy Development Agency (GEDA), Gandhinagar	GJ0SLKPIGI001A041215	December 04, 2015	December 03, 2020
21.	Certificate stating that the RE Generating station with installed capacity 5 MW availing 2 MW under REC Mechanism, utilising the Solar PV has been registered with the Central Agency as Eligible Entity.	Central Agency, National Load Despatch Centre	GJ0SLKPIGI001R231215	December 23, 2015	December 22, 2020
22.	Certificate of Accreditation for Re-Generating station with capacity of 1.6MW utilising solar power	Accreditation Agency, Gujarat Energy Development Agency	GJ0SLKPIGL002A120916	September 12, 2016	September 11, 2021
23.	Certificate stating that the RE Generating station with installed capacity 1.6 MW availing 1.6 MW under REC Mechanism, utilising the Solar PV has been registered with the Central Agency as Eligible Entity.	Central Agency, National Load Despatch Centre	GJ0SLKPIGL002R021216	December 02, 2016	December 1, 2021
24.	Certificate of Accreditation for Re-Generating station with capacity of	Accreditation Agency, Gujarat Energy Development	GJ0SLKPIGC003A020317	March 02, 2017	March 01, 2022



S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	1.4MW utilising solar power	Agency			
25.	Approval regarding connectivity and charging of 66Kv at GETCO S/S and line from GETCO Amod S/S to the Company's Solar Project of 15MW	Superintending Engineer (R&C), Gujarat Energy Transmission Corporation Limited (GETCO)	SE/(R&C)/GETCO/1858	December 28, 2015	Valid until cancelled
26.	Approval regarding the additional evacuation of power, 15MW over and above the existing 15MW (15MW existing + 15MW additional = 30MW)	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited (GETCO)	ACE(R&C)/EE-C/350	February 21, 2017	Valid until Cancelled
27.	Certificate regarding the Commissioning of 1.5MW capacity solar photovoltaic power project under the REC Mechanism	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/Solar/KPI/2016/01/9943	January 13, 2016	Valid until cancelled
28.	Certificate regarding the Commissioning of 0.5MW capacity solar photovoltaic power project under the REC Mechanism	Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/Solar/KPI/2016/04/848	April 24, 2016	Valid until cancelled
29.	Certificate regarding the Commissioning of 2.1MW capacity solar photovoltaic power project under the REC Mechanism	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/Solar/KPI Global/2016/08/3063	July 25, 2016	Valid until cancelled
30.	Certificate regarding the installation and commissioning of 0.9MW Capacity Solar Power Plant under REC Mechanism along with the associated equipments	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL-25/2017/03/OW/13350	February 24, 2017	Valid until cancelled
31.	Certificate regarding the installation and commissioning of 2.6MW Capacity Solar Power Plant along with the associated equipments	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL-95/2017/07/OW/3485	July 04, 2017	Valid until cancelled
32.	Certificate regarding the installation and commissioning of	DY. Director, Gujarat Energy Development	GEDA/SOL-95/2017/09/OW/21314	September 23, 2017	Valid until cancelled

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	1.25MW CapPower Plant along with the associated equipments	Agency (GEDA), Gandhinagar			
33.	Certificate regarding the installation and commissioning of 0.4MW Capacity Solar Power Plant along with the associated equipments	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL-95/2017/12/OW/26957	December 01, 2017	Valid until cancelled
34.	Approval for the Medium Term Open Access for 1.7 MW (1.5 MW approved earlier + additional 0.2 MW) to Mafatlal Industries for transmission of power from the Company's Solar Power Plant to GETCO 66KV Amod S/S	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited	ACE(R&C)/GETCO/EE-C/LTOA/197	February 01, 2017	February 01, 2020
35.	Approval for the Medium Term Open Access for 1.7 MW to Mafatlal Industries for transmission of power from the Company's Solar Power Plant connected to GETCO 66KV Amod S/S	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited	ACE(R&C)/GETCO/EE-C/MTOA/490	March 1, 2017	February 28, 2020
36.	Approval for the Medium Term Open Access for 1.65 MW to Mafatlal Industries for transmission of power from the Company's Solar Power Plant connected to GETCO 66KV Amod S/S	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited	DGVCL/C&R/COMM/2017/10621	March 15, 2015	36 months i.e. from March 1, 2015 to February 28, 2020
37.	Approval of medium Term Open Access for 2.587 MW to Mafatlal Industries for transmission of power from the Company's Solar Power Plant connected to GETCO 66KV Amod S/S	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited	ACE(R&C)/GETCO/EE-C/MTOA/1184	July 01, 2017	June 30, 2020
38.	Approval of Medium	Additional Chief	ACE(R&C)/GETCO/EE-	October	September

S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
	Term Open Access for 1.25 MW to Best paper Mill for transmission of power from the Company's Solar Power Plant connected to GETCO 66KV Amod S/S	Engineer (R&C), Gujarat Energy Transmission Corporation Limited	C/MTOA/3310	01, 2017	29, 2020
39.	Approval of Medium Term Open Access for 2.0 MW to Best paper Mill for transmission of power from the Company's Solar Power Plant connected to GETCO 66KV Amod S/S	Additional Chief Engineer (R&C), Gujarat Energy Transmission Corporation Limited	ACE(R&C)/GETCO/EE-C/MTOA/4166	December 16, 2017	September 30, 2020
40.	Approval for the Execution of an amendment for Wheeling Agreement for Wheeling of 1.7MW Solar Power Generation as per policy declared by GoG and GERC Order.	Additional Chief Engineer (C&R), Dakshin Gujarat Vij Company Limited(DGVCL), Surat	DGVCL/C&R/COMM/2017/10622	February 08, 2017 Amendment made on June 27, 2017	Valid up to 36 months i.e. January 31, 2020
41.	Approval for the Execution of an amendment for Wheeling Agreement for Wheeling of 1.65MW Solar Power Generation as per policy declared by GoG and GERC Order.	Additional Chief Engineer (C&R), Dakshin Gujarat Vij Company Limited(DGVCL), Surat	DGVCL/C&R/COMM/2017/10621	March 15, 2017 Amendment to agreement made on June 27, 2017	Valid up to 36 months i.e. February 28, 2020
42.	Supplemental Wheeling Agreement for Wheeling of 2.587 MW Solar Power.	Chief Engineer (Projects), Corporate Office, Madhya Gujarat Vij Company Limited (MGVCL)	MGVCL/RA&C/Com/528	November 15, 2017	Valid upto June 30, 2020
43.	Approval for the Execution of an amendment to agreement for Wheeling of 1.25MW Solar Power Generation as per policy declared by GoG and GERC Order.	A.C.E[C&R], Dakshin Gujarat Vij company Limited (DGVCL)	DGVCL/C&R/COMM/2017/16357	September 29, 2017	Valid up to 36 months i.e. September 30, 2020


S. No.	Description	Authority	Reference Number	Date of Grant of Permission	Date of Expiry
44.	Approval for the Execution of an amendment for Wheeling Agreement regarding the Execution of an amendment to agreement for Wheeling of 2.0MW Solar Power Generation as per policy declared by GoG and GERC Order	A.C.E.[C&R], Dakshin Gujarat Vij company Limited (DGVCL)	DGVCL/C&R/COMM/2017/21122	December 21, 2017	Valid up to 33 months and 15 days i.e. September 30, 2020
45.	Registration of application for setting up of Solar ground Mounted Project with capacity of 25 MW, under the Gujarat Solar power Policy-2015	DY. Director, Gujarat Energy Development Agency (GEDA), Gandhinagar	GEDA/SOL/23553/2018/06/O W/2017 Registration Number GMSPVIND11062018-23553	June 27, 2018	Valid until cancelled
46.	Approval regarding the Initial inspection for the electrical installation of 1 x 25000.0 KVA 11/66 KV Transformer(s) & 1 x 2500.00 AMP 72.5 KV HT Breaker(s) along with associated equipments	Chief Electrical Inspector, Gandhinagar, Office of the Chief Electrical Inspector, Gandhinagar	CEI/Gan/Certi/6714/2018	July 26, 2018	Valid until cancelled

*\*Registration number was modified vide corrigendum dated July 17, 2017 on account of Company's conversion from REC mechanism to non-REC mechanism.*


**Material Contracts and Agreements pertaining to the Solar Power Plant Projects:**

1. Memorandum of Understanding for Operation and Maintenance Agreement dated February 02, 2016 entered into between the Company and N.P. Jhadhav, Additional Chief Engineer (R&C), an authorized representative of GETCO which is valid from January 05, 2016 to January 04, 2041
2. Connection Agreement dated February 2, 2016 entered into between the Company and GETCO for connectivity to the grid. This Agreement is valid until cancelled.
3. Agreement dated January 10, 2014 entered into between the Company and GETCO for erection of 66Kv Transmission network for connectivity and evacuation of 15MW Solar Photo Volatic generation. This Agreement is valid until cancelled.
4. Agreement dated January 10, 2014 entered into between the Company and GETCO for erection of 66Kv Transmission network for connectivity and evacuation of 15MW Solar Photo Volatic generation.

**VII. INTELLECTUAL PROPERTY RELATED APPROVALS/REGISTRATIONS****TRADEMARKS**

S. No.	Particulars of Mark	Word/Label Mark	Applicant	Trademark No.	Date of Application	Date of Registration	Date of Expiry	Class	Status
1.		Trade Mark – Device	K.P. Buildcon Private Limited.	1783057	February 9, 2009	February 10, 2011	February 9, 2019	37	Registered

**VIII. PENDING APPROVALS****TRADEMARKS**

S. No.	Particulars of Mark	Word/Label Mark	Applicant	Trademark No.	Date of Application	Date of Registration	Class	Status
1.		Word mark	K.P.I. Global Infrastructure Limited	2956198	May 5, 2015	March 20, 2015	11	Objected

## **OTHER REGULATORY AND STATUTORY DISCLOSURES**

### **Authority for the Issue**

The Issue has been authorized by a resolution of the Board passed at its meeting held on August 10, 2018, subject to the approval of members through a special resolution to be passed pursuant to Section 62(1)(c) of the Companies Act, 2013.

The members of our Company have approved this Issue under Section 62(1)(c) of the Companies Act, 2013 *vide* a Special Resolution passed at Annual General Meeting of our Company held on September 22, 2018.

Our Company has filed Draft Red Herring Prospectus dated September 28, 2018 with BSE and received in-principle approval from BSE SME *vide* their letter dated November 19, 2018 to use the name of BSE SME in this Prospectus for listing of equity shares on the BSE SME. BSE SME is the Designated Stock Exchange.

Subsequently, on December 4, 2018, IPO Committee of our Company has approved the change of method of Issue from book building process to Fixed Price method considering the market and regulatory conditions. Accordingly, LM has given the intimation to BSE *vide* their letter dated December 4, 2018 for the same.

### **Prohibition by SEBI or Governmental Authorities**

Our Company, our Directors, our Promoter, Promoter Group and companies or entities with which our Company's Directors are associated as Directors / Promoter / partners have not been prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any other regulatory or Governmental Authority or court as on date of this prospectus.

The listing of any securities of our Company has never been refused at any time by any of the Stock Exchange in India. There are no violations of securities laws committed by them in the past or are pending against them. None of the Directors are associated with any entities, which are engaged in securities market related business and are registered with SEBI for the same.

### **Prohibition of Wilful Defaulters**

Neither our Company, nor our Promoter, relatives (as defined under the Companies Act, 2013) of our Promoter nor our Directors, are Wilful Defaulters.

### **Prohibition of Fugitive Economic Offender**

Neither our Promoter nor any of our Directors is declared as Fugitive Economic Offender.

### **Compliance with Significant Beneficial Ownership**

We confirm that our Company, our Promoter, Promoter Group are in compliance with the provisions of the Companies (Significant Beneficial Ownership) Rules, 2018 ("**SBO Rules**"), to the extent applicable as on date of this Prospectus.

Under the SBO Rules certain persons who are 'significant beneficial owners', are required to intimate their beneficial holdings to our Company in Form no. BEN-1. However, pursuant to the General Circular no. 8/2018 dated September 10, 2018 issued by the Ministry of Corporate Affairs, Government of India ("MCA"), filing of Form no. BEN – 1 under the SBO Rules has been deferred until further notification from MCA. Therefore, compliance by such Promoters and members of the Promoter Group, with the SBO Rules, to the extent applicable to each of them will be completed only upon further notification by the MCA.

### **Association with Securities Market**

None of our Directors have been associated with the securities markets in any manner. There has been no action taken by SEBI against the Directors or any entity in which any of the Directors is involved as a promoter or director, as on date.

## Eligibility for the Issue

Our Company is an unlisted issuer in terms of the SEBI ICDR Regulations and this Issue is an initial public offer in terms of the SEBI ICDR Regulations.

This Issue is being made in terms of Regulation 229(2) of Chapter IX of the SEBI ICDR Regulations, as amended from time to time, whereby, an issuer whose post issue face value capital exceeds ₹ 1,000 Lakh, may issue shares to the public and list the same on the Small and Medium Enterprise Exchange, in this case being the BSE SME.

Our Company confirms that:

- a. In accordance with Regulation 260 of the SEBI ICDR Regulations, this Issue has been hundred percent underwritten and that the LM to the Issue has underwritten not less than 15% of the offer through this Prospectus. For further details pertaining to the said underwriting, kindly refer the chapter titled “*General Information – Underwriting and Underwriting Agreement*” beginning on page 57 of this Prospectus.
- b. In accordance with Regulation 268 of the SEBI ICDR Regulations, our Company shall ensure that the total number of proposed allottees in the Issue is greater than or equal to fifty, otherwise, the entire application money will be refunded forthwith. If such money is not repaid within eight days from the date our Company becoming liable to repay it, then our Company and every officer in default shall, on and from expiry of eight days, be liable to repay such application money, with interest as prescribed under SEBI ICDR Regulations, the Companies Act, 2013 and applicable law. Further, in accordance with Section 40 of the Companies Act, 2013, the Company and each officer in default may be punishable with fine and/or imprisonment in such a case.
- c. In accordance with Regulation 246 of the SEBI ICDR Regulations, we have not filed any Offer Document with SEBI nor has SEBI issued any observations on our Offer Document. Also, we shall ensure that our LM submits the copy of Prospectus along with a Due Diligence Certificate including additional confirmations as required to SEBI at the time of filing the Prospectus with Stock Exchange and the Registrar of Companies.
- d. In accordance with Regulation 261 of the SEBI ICDR Regulations, we have entered into an agreement with the LM and Market Maker to ensure compulsory Market Making for a minimum period of 3 (three) years from the date of listing of Equity Shares offered in this Issue. For further details of the arrangement of Market Making, kindly refer the chapter titled “*General Information*” beginning on page 50 of this Prospectus.
- e. The Company has track record of at least 3 years:

(₹ in Lakh)

Particular	As per restated financial statement for		
	FY 2017-18	FY 2016-17	FY 2015-16
Profit / (Loss)	1,140.92	812.49	767.97

- f. The Company has positive cash accruals (earnings before depreciation and tax) from operations for at least 2 (two) financial years preceding date of application for listing on SME Platform of BSE Limited and its Net worth is positive:

(₹ in Lakh)

Particular	As per restated financial statement for	
	FY 2017-18	FY 2016-17
Networth	5,669.79	3,167.76
Cash Accruals*	1,556.51	1,551.45

\*Cash Accruals has been defined as earnings before depreciation and tax from operations.

- g. The net worth of the Company is positive:

(₹ in Lakh)

Particulars	As per restated financial statement for FY 2017-18
Networth	5,669.79

- h. As on the date of this Prospectus, our Company has a paid up share capital of ₹ 1,307.50 Lakh and the post issue capital will be of ₹ 1,806.70 Lakh.
- i. Our Company has not been referred to the Board for Industrial and Financial Reconstruction.
- j. There has been no change in promoters of our Company in preceding one year from the date of application for listing of equity shares on BSE SME.
- k. There is no winding up petition against our Company, which has been admitted by the court and no liquidator has been appointed.
- l. No material regulatory or disciplinary action has been taken up by any stock exchange or regulatory authority in the past three years against our Company.
- m. Our Company has entered into an agreement with CDSL and NSDL dated February 15, 2017 and January 19, 2017 respectively and shall mandatorily facilitate trading in securities in dematerialized form.
- n. We have a website: [www.kpiglobal.kpgroup.co](http://www.kpiglobal.kpgroup.co)

We further confirm that we shall be complying with all the other requirements as laid down for such an issue under Chapter IX of SEBI ICDR Regulations, as amended from time to time and subsequent circulars and guidelines issued by SEBI and the Stock Exchange.

#### **Disclaimer Clause of SEBI**

**IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE OFFER DOCUMENT TO SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE OFFER DOCUMENT. THE LEAD MANAGER, VIVRO FINANCIAL SERVICES PRIVATE LIMITED, HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE OFFER DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE.**

**IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE OFFER DOCUMENT, THE 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 LEAD MANAGER, VIVRO FINANCIAL SERVICES PRIVATE LIMITED HAS FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED DECEMBER 26, 2018 IN THE FORMAT PRESCRIBED UNDER SCHEDULE V(A) OF THE SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2018.**

**THE FILING OF THIS OFFER DOCUMENT DOES NOT, HOWEVER, ABSOLVE OUR COMPANY FROM ANY LIABILITIES UNDER THE COMPANIES ACT, 2013 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE PROPOSED ISSUE. SEBI FURTHER RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE LEAD MERCHANT BANKER ANY IRREGULARITIES OR LAPSES IN THE OFFER DOCUMENT.**

**ALL LEGAL REQUIREMENTS PERTAINING TO THE ISSUE WILL BE COMPLIED WITH AT THE TIME OF FILING OF PROSPECTUS WITH THE ROC IN TERMS OF SECTIONS 26 AND 30 OF THE COMPANIES ACT, 2013.**



## **Disclaimer from the Company, Directors and the LM**

Applicants may note that our Company, our Directors and the LM accept no responsibility for statements made otherwise than in this Prospectus or in the advertisement or any other material issued by or at the instance of the Company and that any one, placing reliance on any other source of information including our Company's website, i.e., [www.kpiglobal.kpgroup.co](http://www.kpiglobal.kpgroup.co) would be doing so at his own risk.

## **CAUTION**

The LM accepts no responsibility, save to the limited extent as provided in the Agreement entered into between the LM and our Company dated September 25, 2018, the Underwriting Agreement dated December 6, 2018 entered into among the Underwriter(s) and our Company and the Market Making Agreement dated December 6, 2018, entered into among the Market Maker, the LM and our Company. All information shall be made available by us and the LM 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 or at collection centres or elsewhere.

The LM 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 may in the future engage, in their professional capacities of their respective areas of operations, in commercial banking and investment banking transactions with our Company, affiliates or associates or third parties for which they may, in the future, receive compensation.

**Note:** Investors who apply in the Issue will be required to confirm and will be deemed to have represented to our Company, the LM, the Underwriter(s) 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 offer, sell, pledge or transfer the Equity Shares of our Company to any person who is not eligible under applicable laws, rules, regulations, guidelines and approvals to acquire Equity Shares of our Company. Our Company, the LM, the Underwriter(s) 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.

## **Disclaimer in respect of Jurisdiction**

This Issue is being made in India to persons resident in India (including Indian nationals resident in India who are majors and are competent to contract under the Indian Contract Act, 1872, HUFs, companies, corporate bodies and societies registered under the applicable laws in India and authorized 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), trusts registered under the applicable trust laws and who are authorized under their constitution to hold and invest in shares and to eligible non-residents, including NRIs, FPIs and FVCIs. This Prospectus does not, however, constitute an invitation to subscribe to shares issued hereby in any other jurisdiction to any person to whom it is unlawful to make an Issue or invitation in such jurisdiction. Any person into whose possession this 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 Surat, India only.

No action has been or will be taken to permit a public issue in any jurisdiction where action would be required for that purpose. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and the Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of the Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been any 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.

## **Disclaimer Clause of BSE SME**

"BSE Limited ("BSE") has given vide its letter dated November 19, 2018 permission to this Company to use its name in this offer document as one of the stock exchanges on which this company's securities are proposed to

be listed on the SME Platform. BSE has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. BSE does not in any manner:-

- i) warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or
- ii) warrant that this Company's securities will be listed or will continue to be listed on BSE; or
- iii) take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that this offer document has been cleared or approved by BSE. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against BSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.”.

#### **Disclaimer Clause under Rule 144A of the U.S. Securities Act**

**The Equity Shares have not been and will not be registered under the U.S. Securities Act 1933, as amended (the “Securities Act”) or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, “U.S. persons” (as defined in Regulation S of 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 will be offered and sold (i) in the United States only to “qualified institutional buyers”, as defined in Rule 144A of the Securities Act, and (ii) outside the United States in offshore transactions in reliance on Regulation S under the Securities Act and in compliance with the applicable laws of the jurisdiction where those offers and sales occur. The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Applicants may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.**

#### **Listing**

In terms of Chapter IX of the SEBI ICDR Regulations, an application shall be made to BSE SME for obtaining permission for listing of the Equity Shares being offered and sold in the Issue on its SME Platform after the allotment in the Issue. BSE SME is the Designated Stock Exchange, with which the Basis of Allotment will be finalized for the Issue. If the permission to deal in and for an official quotation of the Equity Shares is not granted by BSE SME, our Company shall forthwith repay, without interest, all moneys received from the applicants in pursuance of the Prospectus. The allotment letters shall be issued or application money shall be refunded within 15 (fifteen) days from the closure of the Issue or such lesser time as may be specified by SEBI or else the application money shall be refunded to the applicants forthwith, failing which interest shall be due to be paid to the applicants at the rate of fifteen per cent per annum for the delayed period as prescribed under applicable law.

Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at the BSE SME mentioned above are taken within 6 (six) Working Days of the Issue Closing Date.

The Company has obtained approval from BSE SME vide letter dated November 19, 2018 to use the name of BSE SME in this offer document for listing of equity shares on BSE SME.

## IMPERSONATION

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 38 of the Companies Act, 2013, which is reproduced below:

*“Any person who:*

- a) makes or abets making of and application in a fictitious name, to a company for acquiring or subscribing for, its securities; or*
- b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
- c) otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name,*

*shall be liable for action under Section 447.”*

### Track record of past issues handled by the LM

For details regarding the track record of the LM, as specified in Circular reference CIR/MIRSD/1/2012 dated January 10, 2012 issued by the SEBI, kindly refer to the website of the LM, as set forth in the table below:

Sr. No.	Name of the LM	Website
1.	Vivro Financial Services Private Limited	<a href="http://www.vivro.net">www.vivro.net</a>

### Consents

Consents in writing of: (a) the Directors, the KMPs, the Company Secretary and Compliance Officer, the Statutory Auditors, Bankers to the Company; and (b) the LM, Registrar to the Issue, the Legal Advisors to the Issue, to act in their respective capacities, have been obtained and shall be filed along with a copy of the Prospectus with the RoC, as required under Section 26 of the Companies Act, 2013 and such consents shall not be withdrawn up to the time of delivery of the Prospectus for registration with the RoC.

In accordance with the Companies Act, 2013 and the SEBI ICDR Regulations, M/s K A Sanghavi & Co. LLP, Chartered Accountants, have provided their written consent for inclusion of their report dated December 6, 2018 on Restated Financial Statements and Statement of Tax Benefits dated December 6, 2018 respectively, which may be available to the Company and its shareholders, included in this Prospectus in the form and context in which they appear therein and such consents and reports have not been withdrawn up to the time of filing of this Prospectus.

### Expert Opinion

Our Company has received written consent dated December 6, 2018 from the Statutory Auditors who holds a valid peer review certificate to include its name as required under Section 26(1)(a)(v) of the Companies Act, 2013 in this Prospectus and as an “expert” as defined under section 2(38) of the Companies Act, 2013 in respect of the reports of the Statutory Auditors on the Restated Financial Statements dated December 6, 2018 of our Company and the statement of tax benefits dated December 6, 2018, included in this Prospectus and such consents have not been withdrawn as on the date of this Prospectus.

### Issue Related Expenses

The expenses of the Issue include, among others, underwriting and management fees, selling commission, brokerage, printing and distribution expenses, legal fees, advertising expenses and listing fees. For details of total expenses of the Issue, kindly refer the chapter titled “*Objects of the Issue*” beginning on page 75 of this Prospectus.

### Previous Public and Rights Issues

Our Company has not made any rights and public issues during last five years, and our Company is an unlisted company in terms of the SEBI ICDR Regulations and this Issue is an initial public offering in terms of the SEBI ICDR Regulations.

### Previous Issues of Equity Shares otherwise than for Cash

Except as stated in the chapter titled “*Capital Structure*” beginning on page 60 of this Prospectus, we have not issued any Equity Shares for consideration other than for cash.

### Commission and Brokerage Paid on Previous Issues of our Equity Shares

Since this is an Initial Public Offer of the Company, 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 inception of the Company.

### Capital Issues in the last three (3) years by Listed Group Companies / Subsidiary / Associates

Except as disclosed below, none of our Group Companies/Subsidiary/Associates has made any capital issue during the last three years from the date of this Prospectus:

Particulars	Details
Name of the Company	K.P. Energy Limited
Year of the Issue	2016
Type of the Issue	Initial Public Offer
Amount of Issue (in ₹ Lakh)	644.00
Date of Closure of the Issue	February 17, 2016
Date of completion of deliver of share certificate	February 24, 2016
Date of completion of project	March 17, 2016
Rate of dividend paid (FY 2017-18) (% as to face value of ₹10 per equity share)	Nil

### Performance vis-à-vis Objects by our Company

Our Company has not made any rights and public issues in the past.

### Performance vis-à-vis Objects – Last one issue of our Listed Group Companies / Subsidiaries / Associates

K.P. Energy Limited, one of our Group Companies, has *vide* prospectus dated February 19, 2016 raised ₹ 644.00 Lakh for financing the objects of a) setting up of 2.10 MW wind power project at Bhavnagar, Gujarat and b) general corporate purposes. The said objects were met as disclosed in the prospectus dated February 19, 2016.

Except as disclosed above, none of our Group Company/ Subsidiary/Associates is listed on any Stock Exchange and has not made any rights and public issues in the past.

### Outstanding Debentures, Bonds, Redeemable Preference Shares and Other Instruments issued by the Company

Our Company has not issued any debentures or bonds or redeemable preference shares or any other instruments in the past.

### Stock Market Data for our Equity Shares

This being an initial public offer of the Company, the Equity Shares of the Company are not listed on any stock exchange.

## Mechanism for Redressal of Investor Grievances

The Company has appointed **Bigshare Services Private Limited** as the Registrar to the Issue, to handle the investor grievances in co-ordination with the Compliance Officer of the Company. All grievances relating to the present Issue may be addressed to the Registrar with a copy to the Compliance Officer, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and name of bank and branch. The Company would monitor the work of the Registrar to ensure that the investor grievances are settled expeditiously and satisfactorily.

The Registrar to the Issue will handle investor's grievances pertaining to the Issue. A fortnightly status report of the complaints received and redressed by them would be forwarded to the Company. The Company would also be co-coordinating with the Registrar to the Issue in attending to the grievances to the investors.

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the relevant Designated Intermediary with whom the Application Form was submitted, giving full details such as name, address of the Applicant, PAN, DP ID, Client ID, number of Equity Shares applied for, amount blocked, ASBA Account number and name and address of relevant Designated Intermediary where the Application Form was submitted by the ASBA Applicant. We estimate that the average time required by us or the Registrar to the Issue or the SCSBs for the redressal of routine investor grievances will be seven business days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, we will seek to redress these complaints as expeditiously as possible.

Our Board has *vide* its resolution dated February 28, 2018 constituted a Stakeholders Relationship Committee. The composition of the Stakeholders Relationship Committee is as follows:

Name of the Member	Designation in Committee	Nature of Directorship
Ms. Bhadrabala D. Joshi	Chairperson	Director
Mr. Santosh Singh	Member	Whole Time Director
Mr. Vendhan G. Mudaliar	Member	Independent Director

For further details, kindly refer the chapter titled "*Our Management*" beginning on page 136 of this Prospectus.

The Company has also appointed **Ms. Rajvi Upadhyay** as the Company Secretary and Compliance Officer for this Issue and she may be contacted at the Registered Office of our Company. The contact details are as follows:

### **Ms. Rajvi Upadhyay**

K.P.I Global Infrastructure Limited  
Shop No A-1/2, Firdos Tower,  
Near Fazal Tower, Adajan Patia,  
Surat - 395 009, Gujarat, India.  
**Telephone:** +91-261-2764757  
**Facsimile:** +91-261-2764757  
**Email:** [rajvi.upadhyay@kpgroup.co](mailto:rajvi.upadhyay@kpgroup.co)

Investors can contact the Compliance Officer or the Registrar to the Issue or the LM 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 accounts and refund orders.

## **Status of Investor Complaints**

We confirm that there are no investor complaints filed against the Company.

## **Disposal of Investor Grievances by our Listed Group Companies**

Except K.P. Energy Limited, there is no listed group company of our Company.

## **Investor grievance mechanism and investor complaints for K.P. Energy Limited**

K.P. Energy Limited has arrangements and mechanisms in place for redressal of investor grievance.

There are no investor complaints pending against K.P. Energy Limited as on the date of this Prospectus.

### The price information of past issues handled by the LM

The price information of past issues handled by the LM, i.e., Vivro Financial Services Private Limited is given hereunder:

### Price Information of Past Issue Handled by the LM

Sr. No	Issue Name	Issue Size (₹ Cr.)	Issue price (₹)	Listing date	Opening price on listing date (₹)	+/- % change in closing price, (+/- % change in closing benchmark) - 30th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark) - 90th calendar days from listing	+/- % change in closing price, (+/- % change in closing benchmark) - 180th calendar days from listing
1.	Capacit'e Infraprojects Limited	400.00	250.00	September 25, 2017	399.00	+36.30% (+3.39%)	+57.42% (+6.67%)	+18.08% (+1.27%)
2.	Ice Make Refrigeration Limited	23.71	57.00	December 08, 2017	68.40	+101.67% (+18.50%)	+60.00% (+6.91%)	+58.60% (+5.28%)

**Note:**

1. In case 30th/90th/180th day is not a trading day, closing price on the next trading day has been considered.
2. The Index of stock exchange recording highest trading turnover has been taken as benchmark Index.

### Summary statement of price information of past issues handled by the LM

Financial Year	Total no. of IPOs	Total Funds Raised (₹ Cr.)	Nos. of IPOs trading at discount – 30 <sup>th</sup> Calendar day from listing			Nos. of IPOs trading at premium – 30 <sup>th</sup> Calendar day from listing			Nos. of IPOs trading at discount as on 180 <sup>th</sup> calendar day from listing day			Nos. of IPOs trading at premium as on 180 <sup>th</sup> calendar day from listing day		
			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%
2017-18	2	423.71	-	-	-	1	1	-	-	-	-	1	-	1
2016-17	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015-16	-	-	-	-	-	-	-	-	-	-	-	-	-	-

## SECTION VII – ISSUE INFORMATION

### TERMS OF THE ISSUE

The Equity Shares being offered pursuant to the Issue shall be subject to the provisions of the Companies Act, SEBI ICDR Regulations, SCRA, SCRR, our Memorandum and Articles of Association, the terms of this Prospectus, the Abridged Prospectus, any addendum/corrigendum thereto, Application Form, the Revision Form, the Confirmation of Allocation Note, the Allotment Advice 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 all applicable laws, guidelines, 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, the RoC and/or other authorities, as in force on the date of the Issue and to the extent applicable or such other conditions as may be prescribed by the SEBI, the RBI, the Government of India, the Stock Exchange, the RoC and/or any other authorities while granting its approval for the Issue.

Please note that, in terms of Regulation 256 of the SEBI ICDR Regulations read with the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, all the Applicants have to compulsorily apply through the ASBA Process. Further vide the said circular Registrar to the Issue and Depository Participants have also been authorised to collect the Application Forms. Investors may visit the official website of the concerned stock exchange for any information on operationalization of this facility of form collection by the Registrar to the Issue and Depository Participants as and when the same is made available.

#### Ranking of Equity Shares

The Equity Shares being offered pursuant to the Issue 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 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, kindly refer the chapter titled “*Main Provisions of Articles of Association*” beginning on page 269 of this Prospectus.

#### Mode of Payment of Dividend

We shall pay dividends, if declared, to our Shareholders, in accordance with the provisions of the Companies Act, Memorandum of Association, Articles of Association and provisions of the Equity Listing Agreement to be entered into with BSE and SEBI Listing Regulations. The declaration and payment of dividends will be recommended by our Board of Directors and be approved by 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. We shall pay dividends in cash. For further details in relation to dividends, kindly refer the chapters titled “*Dividend Policy*” and “*Main Provisions of Articles of Association*” beginning on pages 161 and 269, respectively of this Prospectus.

#### Face Value and Issue Price per Share

The face value of the Equity Shares is ₹ 10 each. The Issue Price of Equity Shares is ₹ 80 per Equity Share which is 8 times the face value of the Equity Shares. At any given point of time there shall be only one denomination of the Equity Shares of our Company, subject to applicable laws.

#### Compliance with the SEBI ICDR Regulations

Our Company shall comply with all the requirements of SEBI ICDR Regulations and the disclosure and accounting norms as specified by SEBI from time to time.

#### Rights of the Equity Shareholders

Subject to applicable laws, rules, regulations and guidelines and the Articles of Association, our 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, in accordance with the provisions of the Companies

Act;

- Right to receive offer for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation, subject to any statutory and preferential claim being satisfied;
- Right of free transferability, subject to applicable laws including any RBI rules and regulations; and
- Such other rights, as may be available to a shareholder of a listed Public Limited Company under the Companies Act, the terms of the listing agreements with BSE and SEBI Listing Regulations and the Memorandum and Articles of Association of 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 and/or consolidation/splitting, kindly refer the chapter titled “*Main Provisions of Articles of Association*” beginning on page 269 of this Prospectus.

### **Market Lot and Trading Lot**

In terms of Section 29 of the Companies Act, 2013, 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 Applicants. In this context, 2 (two) agreements have been signed among our Company, the respective Depositories and the Registrar to the Issue:

- Agreement dated January 19, 2017 among NSDL, our Company and the Registrar to the Issue; and
- Agreement dated February 15, 2017 among CDSL, our Company and the Registrar to the Issue.

Trading of the Equity Shares will happen in the minimum contract size of 1,600 Equity Shares in terms of the SEBI circular no. CIR/MRD/DSA/06/2012 dated February 21, 2012 and the same may be modified by BSE from time to time by giving prior notice to investors at large. Allocation and allotment of Equity Shares through this Issue will be done in multiples of 1,600 Equity Share subject to a minimum allotment of 1,600 Equity Shares to the successful Applicants.

### **Minimum Number of Allottees**

In accordance with the Regulation 268 of SEBI ICDR Regulations, the minimum number of allottees in this Issue shall be 50 shareholders. In case the minimum number of prospective allottees is less than 50, no allotment will be made pursuant to this Issue and the monies blocked by the SCSSBs shall be unblocked within 4 working days of closure of issue.

### **Joint Holders**

Where two or more persons are registered as the holders of any Equity Shares, they will be deemed to hold such Equity Shares as joint-owners with benefits of survivorship.

### **Jurisdiction**

Exclusive jurisdiction for the purpose of this Issue is with the competent courts/authorities in Surat, Gujarat, India.

**The Equity Shares have not been and will not be registered under the U.S. 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 Applicants**

In accordance with Section 72 of the Companies Act, 2013, the sole or first Applicant, along with other joint Applicants, may nominate any one person in whom, in the event of the death of sole Applicant or in case of joint Applicants, death of all the Applicants, as the case may be, the Equity Shares Allotted, if any, shall vest. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the equity share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the



prescribed manner, any person to become entitled to equity share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale/transfer/alienation of equity share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at our Registered Office or to the Registrar. A nomination may be cancelled, or varied by nominating any other person in place of the present nominee, by the holder of the Equity Shares who has made the nomination, by giving a notice of such cancellation or variation to our Company in the prescribed form.

Any person who becomes a nominee by virtue of the provisions of Section 72 of the Companies Act, 2013, shall upon the production of such evidence as may be required by the Board, elect either:

- 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, our 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 Applicant wants to change the nomination, they are requested to inform their respective depository participant.**

#### **Period of operation of subscription list**

For details, kindly refer the chapter titled “*General Information –Issue Schedule*” on page 55 of this Prospectus.

#### **Minimum Subscription and Underwriting**

In terms of Section 39 of the Companies Act and the SEBI ICDR Regulations, if our Company does not receive the minimum subscription of 90% of the Issue on the Issue Closing Date or in case of failure to obtain the listing or trading permission from the stock exchange, our Company shall forthwith refund the entire subscription amount received. If there is a delay beyond 15 days after our Company becomes liable to pay the amount, our Company shall pay interest at the rate of fifteen per cent per annum.

In terms of Regulation 260(1) of the SEBI ICDR Regulations, the Issue is 100% underwritten. For details of underwriting arrangement, kindly refer the chapter titled “*General Information - Underwriting and Underwriting Agreement*” on page 57 of this Prospectus.

Further, in accordance with Regulation 267 of the SEBI ICDR Regulations, the minimum application size in terms of number of specified securities shall not be less than Rupees One Lakh per application.

#### **Withdrawal of the Issue**

Our Company in consultation with the LM, reserve the right not to proceed with the Issue at any time before the Issue Opening Date without assigning any reason thereof.

If our Company withdraws the Issue anytime after the Issue Opening Date but before the allotment of Equity Shares, a public notice within two (2) Working Days of the Issue Closing Date or such other time as may be prescribed by SEBI, providing reasons for not proceeding with the Issue shall be issued by our Company. The notice of withdrawal will be issued in the same newspapers where the pre-Issue advertisements have appeared and the Stock Exchange will also be informed promptly.

The LM, through the Registrar to the Issue, will instruct the SCSBs to unblock the ASBA Accounts within one (1) working Day from the day of receipt of such instruction. Our Company shall also inform the same to the Stock Exchange, i.e, BSE on which Equity Shares are proposed to be listed.

If our Company withdraws the Issue at any stage including after the Issue Closing Date and subsequently decides to proceed with an Issue of the Equity Shares, our Company will file a fresh offer document with the stock exchange where the Equity Shares may be proposed to be listed. Notwithstanding the foregoing, the Issue is subject to obtaining (i) the final listing and trading approvals of the Stock Exchange with respect to the Equity Shares issued through this Prospectus, which our Company will apply for only after Allotment; and (ii) the final RoC approval of the Prospectus.

#### **Arrangements for Disposal of Odd Lots**

The trading of the Equity Shares will happen in the minimum contract size of 1,600 Equity Shares in terms of the SEBI circular no. CIR/MRD/DSA/06/2012 dated February 21, 2012. However, in terms of Regulation 261(5) of the SEBI ICDR Regulations, the Market Maker shall buy the entire shareholding of a shareholder in one lot, where value of such shareholding is less than the minimum contract size allowed for trading on the BSE.

#### **Restrictions, if any on Transfer and Transmission of Equity Shares**

Except for (a) the lock-in of the pre-Issue capital of our Company and the Promoters' Contribution as provided in "*Capital Structure*" on page 60 and (b) otherwise provided in our Articles of Association, as described in the chapter titled "*Main Provisions of the Articles of Association*" beginning on page 269, there are no restrictions on transfer and transmission of shares/ debentures and on their consolidation/ splitting.

#### **New Financial Instruments**

There are no new financial instruments like deep discount bonds, debentures with warrants, secured premium notes etc. issued by our Company.

#### **Option to Receive Securities in Dematerialized Form**

Pursuant to Section 29 of the Companies Act, 2013, the Equity Shares being offered through the Prospectus can be applied for and will be allotted in dematerialized form only. Applicants will not have the option of Allotment of the Equity Shares in physical form. Further, as per the SEBI Regulations, the trading of the Equity Shares shall only be in dematerialised form on the Stock Exchange.

#### **Migration to Main Board**

In accordance with the BSE Circular dated November 26, 2012, our Company will have to be mandatorily listed and traded on the BSE for a minimum period of two years from the date of listing and only after that our Company can migrate to the Main Board of the BSE as per the guidelines specified by SEBI and as per the procedures laid down under Chapter IX of the SEBI ICDR Regulations. However, our Company may migrate to the Main Board of the BSE within a period of two years from the date of listing if the conditions mentioned in BSE Circular dated August 10, 2018 are complied with by our Company.

As per the provisions of the Chapter IX of the SEBI ICDR Regulations, the migration to the Main board of BSE from the SME Exchange on a later date shall be subject to the following:

- If the face value capital of our Company is likely to increase above ₹ 2,500 Lakh by virtue of any further issue of capital by way of rights, preferential issue, bonus issue etc. (which has been approved by a special resolution through postal ballot wherein the votes cast by the shareholders other than the promoters in favour of the proposal amount to at least two times the number of votes cast by shareholders other than promoter shareholders against the proposal and for which our Company has obtained in-principal approval from the Main Board), we shall have to apply to BSE for listing of our shares on its Main Board subject to the fulfillment of the eligibility criteria for listing of specified securities laid down by the Main Board.
- If the face value capital of our Company is more than ₹ 1,000 Lakh but below ₹ 2,500 Lakh, we may still apply for migration to the Main Board if the same has been approved by a special resolution through postal ballot wherein the votes cast by the shareholders other than the promoters in favour of the proposal amount to at least two times the number of votes cast by shareholders other than promoter shareholders against the proposal.

## **Market Making**

The shares issued through this Issue are proposed to be listed on BSE SME, wherein the LM to this Issue shall ensure compulsory Market Making through a registered Market Maker of the SME Exchange for a minimum period of three years from the date of listing on BSE SME.

Our Company has entered into an agreement with the LM and Market Maker to ensure compulsory Market Making for a minimum period of 3 (three) years from the date of listing of Equity Shares offered in this Issue. For further details of the arrangement of Market Making, kindly refer the chapter titled “*General Information*” beginning on page 50 of this Prospectus.

## ISSUE STRUCTURE

The present Issue is being made by our Company in terms of Regulation 229(2) of SEBI ICDR Regulations read with Rule 19(2)(b)(i) of SCRR wherein not less than 25% of the post-Issue paid-up equity share capital of our Company are being offered to the public for subscription. Our Company proposes to list the Equity Shares offered in the present Issue on BSE SME. For further details on the salient features and terms of the Issue, kindly refer to the chapters titled “Terms of the Issue” and “Issue Procedure” beginning on pages 247 and 254 of this Prospectus.

### Issue Structure

Initial Public Offer of up to 49,92,000 Equity Shares of face value of ₹10 each of K.P.I. Global Infrastructure Limited for cash at a price of ₹ 80 per Equity Share including a share premium of ₹ 70 per Equity Share aggregating up to ₹ 3,993.60 Lakh of which 2,49,600 Equity Shares of face value of ₹10 each for cash at a price of ₹ 80 per Equity Share aggregating to ₹ 199.68 Lakh reserved for subscription by the Market Maker to the Issue. The Issue less Market Maker Reservation Portion, i.e., 47,42,400 Equity Shares of face value of ₹10 each for cash at a price of ₹ 80 per Equity Share, aggregating to ₹ 3,793.92 Lakh is hereinafter referred to as the “Net Issue”. The Issue and the Net Issue will constitute 27.63% and 26.25% respectively of the post Issue paid up equity share capital of our Company.

The Issue is being made through the Fixed Price Process.

Particulars	Market Maker Reservation Portion	Net Issue to the Public	
		Retail Individual Investors Category	Other Investors Category
<b>Number of Equity Shares available for Allotment / allocation</b>	2,49,600 Equity Shares	47,42,400 Equity Shares	
<b>Percentage of Issue Size available for Allotment / allocation</b>	5.00% of the Issue Size	95.00% of the Issue Size	
<b>Basis of Allotment</b>	Firm Allotment	Refer note 4 below	
<b>Minimum Application</b>	1,600 Equity Shares	1,600 Equity Shares	Such number of Equity Shares in Bid Lot(s) so that the Application amount exceeds ₹ 2,00,000.
<b>Maximum Application</b>	2,49,600 Equity Shares	Such number of Equity Shares in a Bid Lot so that the Application amount does not exceed ₹ 2,00,000.	Such number of Equity Shares offered in the Net Issue to the Public subject to the limits on investment as may be applicable to the investors under the relevant laws.
<b>Bid Lot / Lot Size</b>	1,600 Equity Shares	1,600 Equity Shares	1,600 Equity Shares
<b>Mode of Allotment</b>	Compulsorily in Dematerialized mode	Compulsorily in Dematerialized mode	
<b>Trading Lot</b>	1,600 Equity Shares However, the Market Maker may accept odd lots if any in the market as required under the SEBI ICDR Regulations.	1,600 Equity Shares	1,600 Equity Shares
<b>Mode of Application</b>	Through ASBA process only		
<b>Terms of Payment</b>	The entire Application Amount will be payable at the time of submission of Application Form.		

**Notes:**

1. The number of Equity Shares to be allocated in each category shall be determined by our Company in consultation with Lead Manager subject to the provisions of SEBI ICDR Regulations.
2. The allotment of Equity Shares in Retail Individual Investors Category and Other Investors Category shall be subject to spill-over of Equity Shares from other category in case of under-subscription in either category.
3. In case of joint Applications, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the beneficiary account held in joint names. The signature of only such first Applicant would be required in the Application Form and such first Applicant would be deemed to have signed on behalf of the joint holders.
4. **Basis of Allotment in Net Issue to the Public:**
  - A. **Retail Individual Investors Category:** The allotment of Equity Shares in Retail Individual Investors Category will be made in accordance with provisions of SEBI ICDR Regulations, i.e., each Retail Individual Investor shall be allotted not less than the minimum Bid Lot subject to availability of shares in Retail Individual Investor Category, and the remaining available shares, if any, shall be allotted on a proportionate basis subject to minimum Bid Lot. For further details, kindly refer the chapter titled "*Issue Procedure*" beginning on page 254 of this Prospectus.
  - B. **Other Investors Category:** The allotment of Equity Shares in Other Investors Category will be made on proportionate basis subject to minimum Bid Lot and in multiples of minimum Bid Lot. For further details, kindly refer the chapter titled "*Issue Procedure*" beginning on page 254 of this Prospectus.

## ISSUE PROCEDURE

All Applicants should review the General Information Document for Investing in Public Issues prepared and issued in accordance with the circular (CIR/CFD/DIL/12/2013) dated October 23, 2013 notified by SEBI and updated pursuant to the circular (CIR/CFD/POLICYCELL/11/2015) dated November 10, 2015 as amended and modified by the circular (SEBI/HO/CFD/DIL/CIR/P/2016/26) dated January 21, 2016, and SEBI Circular bearing number (SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018 and Circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018, notified by SEBI (“**General Information Document**”), which highlights the key rules, processes and procedures applicable to public issues in general in accordance with the provisions of the Companies Act, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957 and the SEBI ICDR Regulations. The General Information Document is available on the websites of the Stock Exchanges and the LM. Please refer to the relevant portions of the General Information Document which are applicable to this Issue.

Additionally, all Applicants may refer to the General Information Document for information, in addition to what is stated herein, in relation to (i) category of investors eligible to participate in the Issue; (ii) maximum and minimum Application size; (iii) price discovery and allocation; (iv) payment Instructions for ASBA Applicants and Retail Individual Applicants applying through the United Payments Interface channel; (v) issuance of Confirmation of Allocation Note (“CAN”) and Allotment in the Issue; (vi) general instructions (limited to instructions for completing the Application Form); (vii) designated date; (viii) disposal of applications; (ix) submission of Application Form; (x) other instructions (limited to joint applications in cases of individual, multiple applications and instances when an application would be rejected on technical grounds); (xi) applicable provisions of Companies Act, 2013 relating to punishment for fictitious applications; (xii) mode of making refunds; and (xiii) interest in case of delay in Allotment or refund.

Our Company and the LM do not accept any responsibility for the completeness and accuracy of the information stated in this chapter and the General Information Document and are not liable for any amendment, modification or change in the applicable law which may occur after the date of this Prospectus. Applicants are advised to make their independent investigations and ensure that their Applications 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 Prospectus.

Please note that all Applicants applying in the Issue can participate in the Issue only through the ASBA process. Applicants should carefully read the provisions applicable before making their application through the ASBA process. Applicants are required to ensure that the ASBA Account has sufficient credit balance as an amount equivalent to the full Application Amount can be blocked by the SCSB at the time of submitting the Application.

### **Phased implementation of Unified Payments Interface**

SEBI has issued a circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018 in relation to streamlining the process of public issue of equity shares and convertibles (“**UPI Circular**”). Pursuant to the circular, Unified Payments Interface (“**UPI**”) is proposed to be introduced in a phased manner (phase I will be effective from January 1, 2019) as an additional mode of payment with ASBA Form for applications by Retail Individual Investors through intermediaries (i.e., Syndicate members, Registered Stock Brokers, Registrar and Transfer Agents and Depository Participants) (“**UPI Channel**”). The UPI Channel for making Applications by Retail Individual Investors will be made available in accordance with the UPI Circular. The UPI Circular is available on the website of the LM.

**Retail Individual Investors should note that the Application using UPI Channel is optional and they can make Applications by submitting Application Forms, in physical form or in electronic mode, to the members of the Syndicate, the sub-Syndicate, SCSBs, the Registered Brokers, Registrars to an Issue and Share Transfer Agents and Depository Participants.**

### **Fixed Price Issue Procedure**

The Issue is being made in compliance with the provisions of Chapter IX of the SEBI ICDR Regulations, and through the Fixed Price Process wherein 50% of the Net Issue to Public is being offered to the Retail Individual Applicants and the balance is being offered to Other Investors including QIBs and Non-Institutional Applicants.

However, in case of under-subscription in either category, unsubscribed portion shall be allocated to investors in other category subject to valid Applications being received from them at the Issue Price.

Subject to the valid Applications being received at the Issue Price, allotment to all categories in the Net Issue, shall be made on a proportionate basis, except for the Retail Individual Investors Category where Allotment to each Retail Individual Applicants shall not be less than the minimum lot, subject to availability of Equity Shares in Retail Individual Investors Category, and the remaining available Equity Shares, if any, shall be allotted on a proportionate basis. Under subscription, if any, in any category, would be allowed to be met with spill over from any other category or a combination of categories at the discretion of our Company in consultation with the Lead Manager and the Stock Exchange.

**Investors should note that the Equity Shares will be Allotted to all successful Applicants only in dematerialised form. It is mandatory to furnish the details of Applicant's depository account along with Application Form. The Application Forms which do not have the details of the Applicants' depository account, including the DP ID Numbers and the beneficiary account number shall be treated as incomplete and rejected. Application Forms which do not have the details of the Applicants' PAN, (other than Applications 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 are liable to be rejected. Applicants will not have the option of being Allotted Equity Shares in physical form. The Equity Shares on Allotment shall be traded only in the dematerialised segment of the Stock Exchanges.**

### **Application Form**

Retail Individual Applicants can submit their Applications by submitting Application Forms, in physical form or in electronic mode, to the members of the Syndicate, the sub-Syndicate, the SCSBs, the Registered Brokers, Registrars to an Issue and Share Transfer Agents and Depository Participants.

Application Forms will be available with the Syndicate/sub-Syndicate members, SCSBs and at our Registered Office. In addition, the Application Forms will also be available for download on the website of the Stock Exchange, BSE ([www.bseindia.com](http://www.bseindia.com)), at least one day prior to the Issue Opening Date.

All Applicants shall mandatorily participate in the Issue only through the ASBA process. ASBA Applicants must provide bank account details and authorisation to block funds in the relevant space provided in the Application Form or alternatively, the Retail Individual Applicants wishing to apply through UPI Channel, may provide the UPI ID and validate the blocking of the funds and the Application Forms that do not contain such details are liable to be rejected. For further details on the UPI Channel, please refer to the UPI Circular available on the website of the LM.

Applicants shall ensure that the Applications are made on Application Forms bearing the stamp of a member of the Syndicate or the Registered Broker or the SCSBs or Registrars to an Issue and Share Transfer Agents or Depository Participants, as the case may be, submitted at the Collection centres only (except in case of electronic Application Forms) and the Application Forms not bearing such specified stamp are liable to be rejected.

The prescribed colour of the Application Form for the various categories is as follows:

<b>Category</b>	<b>Colour of Application Form*</b>
Resident Indians and Eligible NRIs applying on a non-repatriation basis**	White
Non-Residents including Eligible NRIs, FIIs, FPIs, or FVCIs, registered multilateral and bilateral development financial institutions applying on a repatriation basis**	Blue

\* Excluding electronic Application Form.

\*\* Application forms will also be available on the website of the BSE ([www.bseindia.com](http://www.bseindia.com)). Same Application Form applies to all ASBA Applicants/ Retail Individual Applicants applying through UPI mechanism, irrespective of whether they are submitted to the SCSBs, to the Registered Brokers, to Registrars to an Issue and Share Transfer Agents, Depository Participants or to the Syndicate (in Specified Cities).

Designated Intermediaries (other than SCSBs) shall submit/deliver the ASBA Forms/ Application Forms to the respective SCSB, where the Applicant has a bank account and shall not submit it to any non-SCSB bank or any Escrow Collection Bank.

### Who can apply?

Each Applicant should check whether it is eligible to apply under applicable law.

Furthermore, certain categories of Applicants, such as NRIs, FPIs and FVCIs may not be allowed to apply in the Issue or to hold Equity Shares, in excess of certain limits specified under applicable law. Applicants are requested to refer to the Application Form and GID for more details.

Subject to the above, an illustrative list of Applicants is as follows:

- i. Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, in single or joint names (not more than three);
- ii. Applications belonging to an account for the benefit of a minor (under guardianship);
- iii. Hindu Undivided Families or HUFs, in the individual name of the *Karta*. The Applicant should specify that the Application is being made in the name of the HUF in the Application Form as follows: "Name of sole or first Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the *Karta*". Application by HUFs will be considered at par with Applications from individuals;
- iv. Companies, corporate bodies and societies registered under applicable law in India and authorised to invest in equity shares;
- v. QIBs;
- vi. NRIs on a repatriation basis or on a non-repatriation basis subject to applicable law;
- vii. Qualified Foreign Investors subject to applicable law;
- viii. Indian Financial Institutions, regional rural banks, co-operative banks (subject to RBI regulations and the SEBI ICDR Regulations and other laws, as applicable);
- ix. Trusts/ societies registered under the Societies Registration Act, 1860, or under any other law relating to trusts/ societies and who are authorised under the irrevocable constitutions to hold and invest in equity shares;
- x. Limited liability partnerships registered under the Limited Liability Partnership Act, 2008;
- xi. Insurance companies registered with IRDAI;
- xii. Mutual Funds registered with SEBI;
- xiii. FPIs other than Category III Foreign Portfolio Investor;
- xiv. Category III Foreign Portfolio Investors, which are foreign corporates or foreign individuals only under the Other Investors Category;
- xv. Scientific and/ or industrial research organisations authorised in India to invest in the Equity Shares; and
- xvi. Any other person eligible to Apply in this Issue, under the laws, rules, regulations, guidelines and policies applicable to them.

As per the existing regulations, OCBs are not allowed to participate in an Issue.

The Equity Shares have not been and will not be registered under the U.S. Securities Act, 1933 (the "U.S. Securities Act") or the securities laws of any state of the United States and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

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



## **Minimum and maximum Application Size**

### **a. For Retail Individual Applicants:**

The Application must be for a minimum of 1,600 Equity Shares. As the application price payable by the Retail Individual Applicants cannot exceed Rs. 2,00,000, they can make Application only for minimum Application size i.e. for 1,600 Equity Shares.

### **b. For Other Applicants (including Non Institutional Applicants and QIBs):**

The Application must be for a minimum of such number of Equity Shares in Minimum Bid Lot such that the Application Amount exceeds Rs. 2,00,000 and in multiples of 1,600 Equity Shares thereafter. An application cannot be submitted for more than the Issue Size. However, the maximum application by a QIB investor should not exceed the investment limits prescribed for them under applicable laws. Under existing SEBI ICDR Regulations, a QIB Applicant or an NII Applicant cannot withdraw or lower their Application at any stage of the Issue. Applicants are advised to ensure that any single Application from them does not exceed the investment limits or maximum number of equity shares that can be held by them under prescribed law or regulation or as specified in this Prospectus.

### **c. Minimum Bid Lot: 1,600 Equity Shares**

## **Participation by Promoter, Promoter Group and persons related to them, associates and affiliates of LM and Syndicate member(s)**

The LM and the Syndicate member(s) shall not be entitled to purchase in this Issue in any manner except towards fulfilling their underwriting obligations. However, the associates and affiliates of the LM and the Syndicate member(s) may subscribe to or acquire Equity Shares in the Issue, in the Other Investors Category, where the allocation is on a proportionate basis. Such subscription may be on their own account or on behalf of their clients. All categories of investors, including associates and affiliates of LM and Syndicate member(s), shall be treated equally for the purpose of allocation to be made on a proportionate basis.

## **Applications by Mutual Funds**

Applications made by asset management companies or custodians of Mutual Funds shall specifically state names of the concerned schemes for which such Applications are made. Further, a certified copy of their certificate of registration issued by SEBI must be attached to the Application Form. Failing this, our Company reserves the right to reject any Application without assigning any reason thereof.

**In case of a Mutual Fund, a separate Application can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Applications in respect of more than one scheme of the Mutual Fund will not be treated as multiple Applications provided that the Applications clearly indicate the scheme concerned for which the Application has been made.**

**No mutual fund scheme shall invest more than 10% of its net asset value in the 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.**

## **Applications by Eligible NRIs**

Only Applications accompanied by payment in Indian Rupees or freely convertible foreign exchange will be considered for Allotment. Eligible NRIs intending to make payment through freely convertible foreign exchange and Applying on a repatriation basis could make payments through the ASBA process only by blocking the funds for the amount payable on application in their NRE Account or FCNR Accounts, maintained with banks authorised by the RBI to deal in foreign exchange.

Eligible NRIs applying on a repatriation basis are advised to use the Application Form meant for Non-Residents, accompanied by a bank certificate confirming that the payment has been made by blocking the relevant funds in their NRE or FCNR account, as the case may be. Payment for Application by non-resident Applicants applying

on a repatriation basis will not be accepted out of NRO accounts for the full Application amount, at the time of submission of the Application Form.

Eligible NRIs applying on non-repatriation basis are advised to use the Application Form for residents (white in colour). Eligible NRIs applying on a repatriation basis are advised to use the Application Form meant for Non-Residents (blue in colour).

### **Applications by HUF**

Application by Hindu Undivided Families or HUFs should be in the individual name of the Karta. The Applicant should specify that the Application is being made in the name of the HUF in the Application Form as follows: "Name of sole or first Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the Karta".

**Application by HUFs will be considered at par with Applications by individuals.**

### **Applications by FPIs**

In terms of the SEBI FPI Regulations, the issue of Equity Shares to a single FPI or an investor group (which means the same set of ultimate beneficial owner(s) investing through multiple entities) is not permitted to exceed 10% of our post-Issue Equity Share capital. Further, in terms of the FEMA Regulations, the total holding by each FPI shall be below 10% of the total paid-up Equity Share capital of our Company and the total holdings of all FPIs put together shall not exceed 24% of the paid-up Equity Share capital of our Company. The aggregate limit of 24% may be increased upto the sectoral cap by way of a resolution passed by the Board of Directors followed by a special resolution passed by the Shareholders of our Company and subject to prior intimation to the RBI.

In case the total holding of an FPI increases beyond 10% of the total paid-up Equity Share capital of our Company, on a fully diluted basis or 10% or more of the paid-up value of any series of debentures or preference shares or share warrants issued that may be issued by our Company, the total investment made by the FPI will be re-classified as FDI subject to the conditions as specified by SEBI and the RBI in this regard and our Company and the investor will be required to comply with applicable reporting requirements.

FPIs are permitted to participate in the Issue subject to compliance with conditions and restrictions which may be specified by the Government from time to time.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 22 of the SEBI FPI Regulations, an FPI, other than Category III foreign portfolio and unregulated broad based funds, which are classified as Category II foreign portfolio investor by virtue of their investment manager being appropriately regulated, may issue or otherwise deal in offshore derivative instruments (as defined under the SEBI FPI Regulations as any instrument, by whatever name called, which is issued overseas by a FPI against securities held by it 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' norms. An FPI 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. In case of Applications made by FPIs, a verified true copy of the certificate of registration issued by the designated depository participant under the FPI Regulations is required to be attached along with the Application form, failing which our Company reserves the right to reject the Application without assigning any reasons thereof.

### **Applications by banking companies**

In case of Applications made by banking companies registered with the RBI, certified copies of: (i) the certificate of registration issued by the RBI, and (ii) the approval of such banking company's investment committee are required to be attached to the Application Form, failing which our Company reserves the right to reject any Application by a banking company without assigning any reason therefor.

The investment limit for banking companies in non-financial services companies as per the Banking Regulation Act, 1949, as amended (the "**Banking Regulation Act**"), and the Reserve Bank of India (Financial Services

provided by Banks) Directions, 2016, is 10% of the paid-up share capital of the investee company, not being its subsidiary engaged in non-financial services, or 10% of the bank's own paid-up share capital and reserves, whichever is lower. However, a banking company would be permitted to invest in excess of 10% but not exceeding 30% of the paid-up share capital of such investee company if (i) the investee company is engaged in non-financial activities permitted for banks in terms of Section 6(1) of the Banking Regulation Act, or (ii) the additional acquisition is through restructuring of debt/corporate debt restructuring/strategic debt restructuring, or to protect the bank's interest on loans/investments made to a company. The bank is required to submit a time-bound action plan for disposal of such shares within a specified period to the RBI. A banking company would require a prior approval of the RBI to make (i) investment in a subsidiary and a financial services company that is not a subsidiary (with certain exceptions prescribed), and (ii) investment in a non-financial services company in excess of 10% of such investee company's paid-up share capital as stated in 5(a)(v)(c)(i) of the Reserve Bank of India (Financial Services provided by Banks) Directions, 2016.

### **Applications by SCSBs**

SCSBs participating in the Issue are required to comply with the terms of the SEBI circulars dated September 13, 2012 and January 2, 2013. Such SCSBs are required to ensure that for making applications on their own account using ASBA, they should have a separate account in their own name with any other SEBI registered SCSBs. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account for ASBA applications.

### **Applications by SEBI registered Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors**

The SEBI VCF Regulations and the SEBI FVCI Regulations, 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 upto 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 Applicants 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 Applicants 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 or II 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 Red Herring Prospectus with SEBI. However, such equity shares shall be locked in for a period of at least one year from the date of purchase by the VCF, category I or II AIF or FVCI, as the case may.

### **Applications by limited liability partnerships**

In case of Applications 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 Application Form. Failing this, our Company reserves the right to reject any Application without assigning any reason thereof.

### **Applications by Insurance Companies**

In case of Applications made by Insurance Companies, a certified copy of certificate of registration issued by IRDA must be attached to the Application Form. Failing this, our Company reserves the right to reject any Application without assigning any reason thereof.

The exposure norms for insurers, prescribed under the Insurance Regulatory and Development Authority (Investment) Regulations, 2016 (the “**IRDAI Investment Regulations**”) are broadly set forth below:

1. equity shares of a company: the lower of 10% of the outstanding Equity Shares (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;
2. the entire group of the investee company: not more than 15% of the respective fund in case of a life insurer or 15% of investment assets in case of a general insurer or reinsurer or 15% of the investment assets in all companies belonging to the group, whichever is lower; and
3. the industry sector in which the investee company belong to: not more than 15% of the fund of a life insurer or a general insurer or a reinsurer or 15% of the investment asset, whichever is lower.

The maximum exposure limit, in the case of an investment in equity shares, cannot exceed the lower of an amount of 10% of the investment assets of a life insurer or general insurer and the amount calculated under points (i), (ii) and (iii) above, as the case may be.

The above limit of 10.00% shall stand substituted as 15.00% of outstanding equity shares (face value) for insurance companies with investment assets of ₹2,500,000 million or more and 12.00% of outstanding equity shares (face value) for insurers with investment assets of ₹500,000.00 million or more but less than ₹2,500,000.00 million.

Insurance companies participating in this Issue, shall comply with all applicable regulations, guidelines and circulars issued by IRDA from time to time.

### **Applications by provident funds/ pension funds**

In case of Applications made by provident funds/ pension funds, subject to applicable laws, with minimum corpus of ₹ 250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be attached to the Application Form. Failing this, our Company reserves the right to reject any Application, without assigning any reason thereof.

### **Applications under Power of Attorney**

In case of Applications made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, Mutual Funds, Eligible FPIs, insurance companies Systemically Important Non-Banking Financial Companies, insurance funds set up by the army, navy or air force of the India, insurance funds set up by the Department of Posts, India or the National Investment Fund and provident funds with a minimum corpus of ₹ 250 million and pension funds with a minimum corpus of ₹ 250 million (in each case, subject to applicable law and in accordance with their respective constitutional documents), a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/ or bye laws, as applicable must be lodged along with the Application Form. Failing this, our Company reserves the right to accept or reject any such Application without assigning any reasons therefor.

### **Applications by Systemically Important Non-Banking Financial Companies**

In case of Application by Systemically Important Non-Banking Financial Companies, certified copy of a) the certificate of registration issued by RBI, b) certified copy of its latest audited financial statement on a standalone basis and a net worth certificate from its statutory auditor and c) such other approval as may be required by Systemically Important Non-Banking Financial Companies are required to be attached to the Application Form. Failing this, our Company reserves the right to accept or reject any such Application without assigning any reasons therefor. Systemically Important Non-Banking Financial Companies participating in this Issue shall comply with all applicable regulations, guidelines and circulars issued by RBI from time to time.

**The above information is given for the benefit of the Applicants. Our Company and the Lead Manager are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Prospectus. Applicants are advised to make their independent investigations and Applicants are advised to ensure that any single Application from them does not exceed the applicable investment limits or maximum number of Equity Shares that can be held by them under applicable law or regulation or as specified in this Prospectus.**

### **Pre-Issue Advertisement**

Subject to Section 30 of the Companies Act, 2013, our Company shall, after registering this Prospectus with the RoC, publish a pre-Issue advertisement, in the form prescribed by the SEBI ICDR Regulations in all editions of Financial Express (English National Daily), all editions of Jansatta (Hindi National Daily) and Surat edition of Gujarat Mitra (which are widely circulated English, Hindi and Gujarati newspapers, Gujarati also being the regional language of Gujarat, where our Registered Office is located). Our Company shall, in the pre- Issue advertisement state the Issue Opening Date and the Issue Closing Date. This advertisement, subject to the provisions of Section 30 of the Companies Act, 2013, shall be in the format prescribed in Part A of Schedule X of the SEBI ICDR Regulations.

### **General Instructions**

Applicants are requested to note the instructions provided below.

#### ***Do's:***

1. Check if you are eligible to apply as per the terms of this Prospectus and under applicable law, rules, regulations, guidelines and approvals;
2. Read all the instructions carefully and complete the Application Form in the prescribed form;
3. Ensure that the details about the PAN, DP ID and Client ID are correct and the Applicants depository account is active, as Allotment of the Equity Shares will be in the dematerialised form only;
4. Applicant shall use only his / her own bank account or only his / her own bank account linked UPI ID to make an application.
5. Ensure that the Applications are submitted at the Collection centres only on forms bearing the stamp of the Syndicate or Registered Broker or RTAs or DPs or SCSB (except in case of electronic forms). Ensure that your Application is submitted either to a member of the Syndicate (in the Specified Locations), a Designated Branch of the SCSB where the Applicant has a bank account or a UPI ID linked Bank Account, or to a Registered Broker at the Broker Centres or to RTAs or DPs at collection centres and not to our Company.
6. Ensure that the 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 Application Form;
7. All Applicants should submit their Applications through the ASBA process only.
8. With respect to Applications by SCSBs, ensure that you have a separate account in your own name with any other SCSB having clear demarcated funds for applying under the ASBA process and that such separate account (with any other SCSB) is used as the ASBA Account with respect to your Application;
9. Ensure that you request for and receive a TRS for your Application;
10. Ensure that you have funds equal to the Application Amount in the ASBA Account or UPI ID linked Bank Account maintained with the SCSB before submitting the Application Form under the ASBA process to the respective member of the Syndicate (in the Specified Locations), the SCSBs or the Non-Syndicate Registered Broker (at the Broker Centres) or RTAs/DPs at the collection centers.
11. Instruct your respective banks to not release the funds blocked in the ASBA Account/UPI ID linked Bank Account under the ASBA process;
12. Submit revised Applications to the same member of the Syndicate, SCSB or Non-Syndicate Registered Broker, or RTAs or DPs as applicable, through whom the original Application was placed and obtain a revised TRS;
13. Except for Applications (i) on behalf of the Central or State Governments and the officials appointed by the courts, who, in terms of a SEBI circular dated June 30, 2008, may be exempt from specifying their PAN for transacting in the securities market, and (ii) Applications by persons resident in the state of Sikkim, who, in terms of a SEBI circular dated July 20, 2006, may be exempted from specifying their PAN for transacting in the securities market, all Applicants should mention their PAN allotted under the IT Act. The exemption for the Central or the State Government and officials appointed by the courts and for investors residing in the State of Sikkim is subject to (a) the demographic details received from the

- respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in “active status”; and (b) in the case of residents of Sikkim, the address as per the demographic details evidencing the same;
14. Ensure that the Demographic Details are updated, true and correct in all respects;
  15. Ensure that thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India are attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.
  16. Ensure that the signature of the First Applicant in case of joint Applications, is included in the Application Forms.
  17. Ensure that the name(s) given in the Application Form is/ are exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case of joint Applications, the Application Form should contain only the name of the First Applicant whose name should also appear as the first holder of the beneficiary account held in joint names;
  18. Ensure that the category and sub-category is indicated;
  19. Ensure that in case of Applications under power of attorney or by limited companies, corporate, trust etc., relevant documents are submitted;
  20. Ensure that Applications submitted by any person outside India should be in compliance with applicable foreign and Indian laws;
  21. Ensure that the DP ID, the Client ID and the PAN mentioned in the Application Form and entered into the online IPO system of the stock exchanges by the Syndicate, the SCSBs or the Non-Syndicate Registered Brokers or RTAs or DPs, as the case may be, match with the DP ID, Client ID and PAN available in the Depository database;
  22. Ensure that you use the Application Form bearing the stamp of the Syndicate (in the Specified Locations) and/ or relevant SCSB and/ or the Designated Branch and/ or the Non-Syndicate Registered Broker at the Broker Centres or RTAs/DPs collection centres (except in case of electronic forms);
  23. Ensure that the Application Forms are delivered by the Applicants within the time prescribed as per the Application Form and this Prospectus;
  24. ASBA Applicants applying through a member of the Syndicate should ensure that the Application Form is submitted to a member of the Syndicate only in the Specified Locations and that the SCSB where the ASBA Account, as specified in the Application Form, is maintained has named at least one branch at that location for the Syndicate to deposit Application Forms (a list of such branches is available on the website of SEBI <http://www.sebi.gov.in>. ASBA Applicants applying through a Registered Broker/RTAs/DPs should ensure that the SCSB where the ASBA Account, as specified in the Application Form, is maintained has named at least one branch at that location for the Registered Brokers/RTAs/DPs to deposit Application Forms;
  25. Ensure that you have mentioned the correct ASBA Account number in the Application Form and in case of Retail Individual Applicants applying through UPI Channel, ensure that you have mentioned the correct UPI ID;
  26. Ensure that you have correctly signed the authorization/ undertaking box in the Application Form, or have otherwise provided an authorisation to the SCSB via the electronic mode, for blocking funds in the ASBA Account/ UPI ID linked Bank Account, as the case may be, equivalent to the Application Amount mentioned in the Application Form; and
  27. Ensure that you receive an acknowledgement from the Designated Branch of the SCSB or from the member of the Syndicate in the Specified Locations or from the Registered Broker at the Broker Centres, or from RTAs and DPs at the collection centers as the case may be, for the submission of your Application Form.

The Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

**Don'ts:**

1. Do not Apply for lower than the minimum Application size;
2. Do not use third party bank account or third party UPI ID linked Bank Account for making the Application;
3. Do not apply on another Application Form after you have submitted an Application to the Syndicate, the SCSBs or the Registered Brokers, or the RTAs or the DPs as applicable;
4. Do not apply for an Application Amount exceeding ₹ 200,000.00 (for Applications by Retail Individual Applicants);
5. Do not pay the Application Amount in cash, by money order or by postal order, cheques or demand drafts or by stock invest;

6. Do not send Application Forms by post; instead submit the same to the Syndicate, the SCSBs or the Non-Syndicate Registered Brokers or the RTAs or the DPs only;
7. Do not submit the Application Forms to our Company or the Registrar to the Issue;
8. Do not apply on an Application Form that does not have the stamp of the Syndicate, the Registered Brokers or RTAs or DPs or the SCSBs;
9. Do not fill up the Application Form such that the Equity Shares applied for exceeds the Issue size and/ or investment limit or maximum number of the Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations;
10. Do not submit the GIR number instead of the PAN;
11. Do not submit the Application without the full Application Amount
12. Do not submit the Applications without instructions to block funds equivalent to the Application Amount in the ASBA Account;
13. Do not submit incorrect details of the DP ID, Client ID and PAN or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue;
14. Do not submit Applications on plain paper or on incomplete or illegible Application Forms or on Application Forms in a colour prescribed for another category of Applicant;
15. Do not submit your Application after 3.00 pm on the Issue Closing Date;
16. Do not apply if you are not competent to contract under the Indian Contract Act, 1872 (other than minors having valid depository accounts as per Demographic Details provided by the depository);
17. Do not submit ASBA Applications to a member of the Syndicate at a location other than the Specified Locations or to the brokers other than the Registered Brokers at a location other than the Broker Centres or to the RTAs and DPs at a location other than the collection centers of such RTAs or DPs;
18. Do not submit ASBA Applications to a member of the Syndicate in the Specified Locations unless the SCSB where the ASBA Account is maintained, as specified in the Application Form, has named at least one branch in the relevant Specified Location, for the Syndicate to deposit Application Forms (a list of such branches is available on the website of SEBI at [http:// www.sebi.gov.in](http://www.sebi.gov.in)); and
19. Do not submit ASBA Applications to a Registered Broker /RTAs/DPs unless the SCSB where the ASBA Account is maintained, as specified in the Application Form, has named at least one branch in that location for the Registered Broker/RTAs/DPs to deposit the Application Forms (a list of such branches is available on the website of SEBI at [http:// www.sebi.gov.in](http://www.sebi.gov.in)).

The Application Form is liable to be rejected if the above instructions, as applicable, are not complied with.

### **Other instructions for the Applicants**

#### **Joint Applications**

In the case of Joint Applications, the Applications should be made in the name of the Applicant whose name appears first in the Depository account. The name so entered should be the same as it appears in the Depository records. The signature of only such First Applicant would be required in the Application Form and such First Applicant would be deemed to have signed on behalf of the joint holders. All communications may be addressed to such Applicant and may be dispatched to his or her address as per the Demographic Details received from the Depositories.

#### **Multiple Applications**

An Applicant should submit only one Application Form. Submission of a second Application Form to either the same or to the Designated Intermediaries and duplicate copies of Application Forms bearing the same application number shall be treated as multiple applications and are liable to be rejected.

#### **Impersonation**

Attention of the Applicants is specifically drawn to the provisions of Sub-section (1) of Section 38 of the Companies Act, 2013 which is reproduced below:

*“Any person who:*

1. *makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*

2. *makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
3. *otherwise induces directly or indirectly a company to allot, or register any transfer of, securities to him, or to any other person in a fictitious name, shall be liable for action under Section 447.*
4. *The liability prescribed under Section 447 of the Companies Act, 2013 includes imprisonment for a term which shall not be less than six months extending upto 10 years (provided that where the fraud involves public interest, such term shall not be less than three years) and fine of an amount not less than the amount involved in the fraud, extending upto three times of such amount.”*

### **Investor Grievance**

In case of any pre-Issue or post-Issue related problems regarding demat credit/refund orders/unblocking etc., the Investors can contact the Compliance Officer of our Company.

### **Nomination Facility to Applicant**

Nomination facility is available in accordance with the provisions of Section 72 of the Companies Act, 2013. In case of allotment of the Equity Shares in dematerialized form, there is no need to make a separate nomination as the nomination registered with the Depository may prevail. For changing nominations, the Applicants should inform their respective DP.

### **Grounds for Technical Rejections**

Applicants are advised to note that the Applications are liable to be rejected, inter-alia, on the following technical grounds: -

- Amount paid does not tally with the amount payable for the Equity shares applied for;
- In case of partnership firms, Application for Equity Shares made in the name of the individual partners and no firm as such shall be entitled to apply.
- Application by persons not competent to contract under the Indian Contract Act, 1872, including minors, insane person.
- PAN not mentioned in the Application Form.
- GIR number furnished instead of PAN.
- Applications for lower number of Equity Shares than the minimum specified for that category of investors;
- Applications made using a third party bank account or using third party UPI ID linked bank account;
- Applications at a price other than the Fixed Price of the Issue;
- Applications for number of Equity Shares which are not in multiples of 1,600;
- Category not ticked;
- Multiple Applications as defined in this Prospectus as such, based on common PAN;
- In case of Applications under power of attorney or by limited companies, corporate, trust etc., relevant documents are not being submitted;
- Signature of sole Applicant is missing;
- Application Forms are not delivered by the Applicants within the time prescribed as per the Application Form, Issue Opening Date advertisement and Prospectus as per the instructions in this Prospectus and Application Forms;
- In case no corresponding record is available with the Depositories that matches the DP ID, the Client ID and the PAN;
- Applications for amounts greater than the maximum permissible amounts prescribed by the regulations;
- Applications by OCBs;
- Applications by US person other than in reliance on Regulation S or “qualified institutional buyers” as defined in Rule 144A under the Securities Act;
- Application not duly signed by the sole applicant;
- Application by any person outside India if not in compliance with applicable foreign and Indian Laws;
- Application that do not comply with the securities laws of their respective jurisdictions are liable to be rejected.
- Applications by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority;
- Application by person not eligible to acquire equity shares of the company in terms of all applicable laws, rules, regulations, guidelines, and approvals.



- Application or revision thereof by QIB Applicants, Non Institutional Applicants where the Application Amount is in excess of Rs. 2,00,000 received after 3.00 pm on the issue Closing date unless the extended time is permitted by BSE.
- Inadequate funds in the bank account to block the Application Amount specified in the Application Form/Application Form at the time of blocking such Application Amount in the bank account;
- Where no confirmation is received from SCSB for blocking of funds;
- Applications by Applicants, other Retail Individual Applicants, not submitted through ASBA process and Applications by Retail Individual Applicants not submitted through ASBA process or the UPI process;
- Failure of Retail Individual Applicants to validate the request of blocking of Application amount sent by the Sponsor Bank;
- Applications not uploaded on the terminals of the Stock Exchanges;
- Applications by SCSBs wherein a separate account in its own name held with any other SCSB is not mentioned as the ASBA Account in the Application Form;
- Details of ASBA Account not provided in the Application form;
- In case of Retail Individual Applicants applying through the UPI mechanism, details of UPI ID, not provided in the Application form; and

For details of instruction in relation to the Application Form, Applicants may refer to the relevant section of GID and UPI Circular.

**APPLICANT SHOULD NOTE THAT IN CASE THE PAN, THE DP ID AND CLIENT ID MENTIONED IN THE APPLICATION FORM AND ENTERED INTO THE ELECTRONIC APPLICATION SYSTEM OF THE STOCK EXCHANGE BY THE BROKERS DO NOT MATCH WITH PAN, THE DP ID AND CLIENT ID AVAILABLE IN THE DEPOSITORY DATABASE, THE APPLICATION FORM IS LIABLE TO BE REJECTED.**

#### **Names of entities responsible for finalising the basis of allotment in a fair and proper manner**

The authorised employees of the Stock Exchange, along with the LM and the Registrar, shall ensure that the Basis of Allotment is finalised in a fair and proper manner in accordance with the procedure specified in SEBI ICDR Regulations.

#### **Completion of Formalities for Listing & Commencement of Trading**

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 are taken within 6 (six) Working Days of the Issue Closing Date. The Registrar to the Issue may dispatch the Allotment Advice within 6 (six) Working Days of the Issue Closing Date.

#### **Signing of the Underwriting Agreement and the RoC Filing**

- a. Our Company, the Lead Manager and the Market Maker have entered into an Underwriting Agreement dated December 6, 2018.
- b. For terms of the Underwriting Agreement please see chapter titled “General Information” beginning on page 50 of this Prospectus.
- c. We have filed a copy of the Prospectus with the RoC in terms of Section 26 and all other provision applicable of the Companies Act.

#### **Undertakings by our Company**

Our Company undertakes the following that:

- i. if our Company does not proceed with the Issue after the Issue Closing Date, the reason thereof shall be given as a public notice to be issued by our Company within 2 (two) days of the Issue Closing Date. The public notice shall be issued in the same newspapers where the pre-Issue advertisements were published. The stock exchanges on which the Equity Shares are proposed to be listed shall also be informed promptly;
- ii. if our Company withdraws the Issue at any stage including after the Issue Closing Date, our Company

- shall be required to file a fresh offer document with the RoC/ SEBI, in the event our Company subsequently decides to proceed with the Issue;
- iii. the complaints received in respect of the Issue shall be attended to by our Company expeditiously and satisfactorily;
  - iv. all steps will be taken for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed are taken within 6 (Six) Working Days of the Issue Closing Date;
  - v. the 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;
  - vi. completion of Allotment and dispatch of the Allotment Advice and CAN, including any revisions, if required, and refund orders to the Applicants shall be done within the time prescribed under Applicable Law, and in the event of failure to do so, the Company shall ensure payment of interest to the Applicants in respect of which there was such a failure, as required under Applicable Law.
  - vii. the certificates of the securities/ instructions for unblocking of funds, in case of unsuccessful Applicants to Eligible NRIs shall be despatched within specified time;
  - viii. no further issue of the Equity Shares shall be made till the Equity Shares offered through this Prospectus are listed or until the Application monies are refunded on account of non-listing, under-subscription, etc.;
  - ix. adequate arrangements shall be made to collect all Application Forms under the ASBA process/ UPI process, as the case may be, while finalising the Basis of Allotment;
  - x. the Company shall not have recourse to the Issue Proceeds until the final approval for listing and trading of the Equity Shares from all the Stock Exchanges where listing is sought have been received.

### **Utilisation of Issue Proceeds**

The Board of Directors certify that:

- all monies received out of the Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013;
- details of all monies utilised out of the Issue shall be disclosed, and continue to be disclosed till the time any part of the Fresh Issue proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised;
- details of all unutilised monies out of the Issue, if any shall be disclosed under an appropriate separate head in the balance sheet indicating the form in which such unutilised monies have been invested;
- the utilisation of monies received under the Promoters' contribution shall be disclosed, and continue to be disclosed till the time any part of the Issue Proceeds remains unutilised, under an appropriate head in the balance sheet of our Company indicating the purpose for which such monies have been utilised; and
- the details of all unutilised monies out of the funds received under the Promoters' contribution shall be disclosed under a separate head in the balance sheet of our Company indicating the form in which such unutilised monies have been invested.

Our Company declares that all monies received out of the Issue shall be credited/ transferred to a separate bank other than the bank account referred to in sub-section (3) of Section 40 of the Companies Act, 2013.

## RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the FEMA and various regulations made thereunder. The Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (“DIPP”) makes policy announcements on FDI through press notes and press releases which are notified by the RBI as amendments to the FEMA. The DIPP also issues the Consolidated Foreign Direct Investment Policy from time to time. The regulatory framework pertaining to foreign investment, over a period of time, thus, consists of acts, regulations, master circulars, press notes, press releases, and clarifications among other amendments.

The current consolidated FDI policy circular of 2017, dated August 28, 2017 issued by the DIPP (“**FDI Policy**”) consolidates the policy framework which was in force as on August 28, 2017. All the press notes, press releases, clarifications on FDI issued by DIPP till August 27, 2017 stand rescinded as on August 28, 2017. In terms of the FDI Policy, Foreign investment is permitted (except in the prohibited sectors) in Indian companies either through the automatic route or the Government route, depending upon the sector in which foreign investment is sought to be made. In terms of the FDI Policy, the work of granting government approval for foreign investment under the FDI Policy and FEMA Regulations has now been entrusted to the concerned Administrative Ministries/Departments. FDI for the items or activities that cannot be brought in under the automatic route may be brought in through the approval route.

In terms of the FDI Policy, no sectoral cap has been provided for the sector in which our Company operates accordingly, foreign investment is allowed up to 100% under automatic route in our Company. For further details, kindly refer the chapter titled “*Key Industry Regulations and Policies*” beginning on page 121 of this Prospectus.

RBI has also issued Master Direction- Foreign Investment in India dated January 4, 2018. In terms of the Master Direction, an Indian company may issue fresh shares to persons resident outside India (who are eligible to make investments in India, for which eligibility criteria are as prescribed). Such fresh issue of shares shall be subject to inter-alia, the pricing guidelines prescribed under the Master Directions.

The RBI, in exercise of its power under the FEMA, has also notified the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017 to prohibit, restrict or regulate, transfer by or issue security to a person resident outside India. Foreign investment limit is allowed up to 100% under automatic route in our Company, subject to appropriate approvals of the shareholders in general meeting. SEBI registered FPIs have been permitted to purchase shares of an Indian company through the Offer, subject to total FPI investment being within the individual FPI investment limit of 10% subject to the total sectoral cap of all FPIs put together being 24% of the paid-up capital of the Indian Company. Further, eligible NRIs and OCIs investing on repatriation basis are subject to individual investment limit of 5% subject to the aggregate paid-value of the shares purchased by all NRIs and OCIs put together on repatriation basis not exceeding 10%. The aggregate limit of 24% in case of FPIs may be increased up to the sectoral cap/statutory ceiling, as applicable, by the Indian company concerned by passing of a special resolution to that effect by its Shareholders. The aggregate limit of 10% in case of NRIs and OCIs together may be raised to 24 % if a special resolution to that effect is passed by the Shareholders of the Indian company concerned. Currently, vide the Shareholders’ Resolution dated September 22, 2018, passed in the Annual General Meeting of the members of the Company, the investment by FPIs in our Company have been increased from 24% to 100% of the paid-up equity share capital, and the investment by NRIs on repatriation basis in our Company have been increased from 10% to 24% of the paid-up equity share capital.

The transfer of shares between an Indian resident and a Non-resident does not require prior approval of RBI, subject to fulfillment of certain conditions as specified by DIPP / RBI, from time to time. Such conditions include (i) the activities of the investee company are under the automatic route under the foreign direct investment (“FDI”) Policy and transfer does not attract the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; (ii) the non-resident shareholding is within the sectoral limits under the FDI Policy; and (iii) the pricing is in accordance with the guidelines prescribed by the SEBI/RBI. Investors are advised to refer to the exact text of the relevant statutory provisions of law before investing and / or subsequent purchase or sale transaction in the Equity Shares of our Company.

As per the existing policy of the Government of India, OCBs cannot participate in this Issue.

**The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”), or the securities laws of any state of the United States and may not be offered or sold within the United States, except pursuant to exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Equity Shares are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act and the applicable laws of the jurisdiction where those offers and sale occur. The Equity Shares have not been and will not be registered, listed or otherwise qualified in any other jurisdiction outside India and may not be offered or sold, and Applications may not be made by persons in any such jurisdiction, except in compliance with the applicable laws of such jurisdiction.**

**The above information is given for the benefit of the Applicants. Our Company and the Lead Manager are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Prospectus. Applicants are advised to make their independent investigations and ensure that Applications are not in violation of laws or regulations applicable to them and do not exceed the applicable limits under the laws and regulations.**

## SECTION VIII - MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

### MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

The Main provisions of the Articles of Association relating to voting rights, dividend, lien, forfeiture, restrictions on transfer and Transmission of equity shares or debentures, their consolidation or splitting are as provided below. Each provision below is numbered as per the corresponding article number in the Articles of Association and defined terms herein have the meaning given to them in the Articles of Association.

<b>CONSTITUTION OF THE COMPANY</b>	
1.	The Regulations contained in Table F, in the First Schedule to the Companies Act, 2013 (Table F), as are applicable to a Public Company Limited by Shares, shall apply to this Company, so far as they are not inconsistent with any of the provisions contained in these Articles or modifications thereof and only to the extent that there is no specific provisions in these Articles. In case of any conflict between the provisions of these Articles and Table F, the provisions of these Articles shall prevail. The regulations for the management of the Company and for the observance by the members thereto and their representatives shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alterations of, or addition to, its regulations by Resolution, as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.
<b>INTERPRETATION CLAUSE</b>	
2.	In the interpretation of these Articles the following expressions shall have the following meanings unless repugnant to the subject or context:
	(a) "The Act" means the Companies Act, 2013 and includes rules made there under and any statutory modification, clarification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous Company Law, so far as may be applicable.
	(b) "These Articles" means Articles of Association for the time being in force or as may be altered from time to time or any statutory modifications thereof.
	(c) "Annual General Meeting" means a General Meeting of the Members held in accordance with the provision of section 96 of the Act.
	(d) "Auditors" means and includes those persons appointed as such for the time being of the Company.
	(e) "Board" means the Directors of the Company collectively, and shall include a committee thereof.
	(f) "Beneficial Owner" shall mean beneficial owner as defined in the Depositories Act, 1996.
	(g) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.
	(h) "Company" shall mean <b>K.P.I. Global Infrastructure Limited</b> established as aforesaid.
	(i) "Debenture" includes debenture stock, bonds or any other instrument of a company evidencing a debt, whether constituting a charge on the assets of the company or not;
	(j) "Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
	(k) "Depository" means a Depository as defined under the Depositories Act, 1996.
	(l) "Director" means a Director appointed to the Board of the Company.
	(m) "Executor" or "Administrator" means a person who has obtained a probate or letter of administration, as the case may be from a Court of competent jurisdiction and shall include a holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the Share or Shares of the deceased Member and shall also include the holder of a Certificate granted by the Administrator General under section 31 of the Administrator General Act, 1963.
	(n) "Extra-Ordinary General Meeting" means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.
	(o) "General Meeting" means a meeting of members held in accordance with the Act.
	(p) "In Writing" and "Written" includes printing lithography and other modes of representing or reproducing words in a visible form and shall include email, and any other form of electronic transmission.
	(q) "Independent Director" shall have the meaning ascribed to it in the Act.
	(r) The marginal notes or headings hereto shall not affect the construction thereof.

	(s) "Key Managerial Personnel" means the Chief Executive Officer or the Managing Director or Manager; the Company Secretary; Whole-time Director; Chief Financial Officer; and such other Officer as may be notified from time to time in the Rules.
	(t) "Legal Representative" means a person who in law represents the estate of a deceased Member.
	(u) "Gender" Words importing the masculine gender also include the feminine gender.
	(v) "Members" or "Shareholders" means the duly registered holders, for the time being of the shares of the Company and in case of shares held in dematerialized form such persons whose name is entered as a beneficial owner in the records of a depository.
	(w) "Month" means a calendar month.
	(x) "National Holiday" means and includes a day declared as National Holiday by the Central Government.
	(y) "Non-retiring Directors" means a Director not subject to retirement by rotation.
	(z) "Office" means the Registered Office for the time being of the Company and with respect to the keeping and inspection of registers and returns and other matters mentioned in the Act and includes any other place as prescribed by the Act.
	(aa) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by Section 114 of the Act.
	(bb) "Paid-up" in relation to shares includes credited as paid-up.
	(cc) "Person" shall be deemed to include corporations and firms as well as individuals.
	(dd) "Proxy" means an instrument whereby any person is authorized to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.
	(ee) "The Register of Members" means the Register of Members to be kept pursuant to Section 88(1)(a) of the Act
	(ff) "Seal" means the common seal for the time being of the Company or any other method of Authentication of documents, as specified under the Act or amendment thereto.
	(gg) "Secretary" means a company secretary as defined in clause (c) of sub-section (1) of section 2 of the Company Secretaries Act, 1980 who is appointed by the Board of Directors to perform the functions of a company secretary under this Act and is a Key Managerial Personnel.
	(hh) "Securities" shall mean securities as defined under the Securities Contract (Regulations) Act, 1956 or any modifications or re-enactment thereof for the time being in force and includes hybrids.
	(ii) "Share" means a share in the share capital of a company and includes stock.
	(jj) "Singular Number" Words importing the Singular number include where the context admits or requires the plural number and vice versa.
	(kk) "The Statutes" means the Companies Act, 2013 and every other Act for the time being in force affecting the Company.
	(ll) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time or any statutory modifications thereof.
	(mm) "Variation" shall include abrogation; and "vary" shall include abrogate.
	(nn) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.
	Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
	<b>CAPITAL</b>
3.	The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time, with power to the Board, subject to applicable statutory provisions, to re-classify, sub-divide, consolidate or increase and with power from time to time, to issue any share of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges or conditions as may be thought fit and upon the sub-division of shares to apportion the right to participate in any manner as between the shares resulting from such sub-division.

4.	The Company may in General Meeting or by Postal Ballot, from time to time, by Ordinary Resolution increase its capital by creation of new shares, which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting or by Postal Ballot resolving upon the creation thereof, shall direct, and if no direction be given, as the Board shall determine and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a right of voting at General Meetings or by Postal Ballot of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 64 of the Act.
5.	Except so far as otherwise provided by the conditions of issue or by these Presents, any capital raised by the creation of new Shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
6.	The Board shall have the power to issue a part of authorized capital by way of differential -voting Shares at price(s) premium, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force.
7.	Subject to the provisions of the Act and these Articles, the Company shall have the power to issue preference shares, either at premium or at par which are or at the option of the Company are to be liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption.
8.	The holder of Preference Shares shall have a right to vote only on Resolutions, which directly affect the rights attached to his Preference Shares.
9.	On the issue of redeemable preference shares under the provisions of Article 7 hereof, the following provisions shall take effect: (a) No such Shares shall be redeemed except out of profits of which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption; (b) No such Shares shall be redeemed unless they are fully paid; (c) Subject to section 55(2)(d)(i) of the Act, the premium, if any payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the Shares are redeemed; (d) Where any such Shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum equal to the nominal amount of the Shares redeemed, and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and (e) Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of Preference Shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital.
10.	The Company may (subject to the provisions of sections 52, 66 and other applicable provisions, if any, of the Act or any other section as notified) from time to time by Special Resolution reduce (a) the share capital; (b) any capital redemption reserve account; or (c) any security premium account In any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted.
11.	Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.

12.	The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in the Act and Rules framed thereunder.
13.	The Company may provide share based benefits including but not limited to Stock Option, Stock Appreciation Rights or any other co – investment share plan and other forms of share based compensations to Employees including its Directors other than independent directors and such other persons as the rules may allow, under any scheme, subject to the provisions of the Act, the Rules made thereunder and any other law for the time being in force, by whatever name called.
14.	Notwithstanding anything contained in these articles but subject to and in full compliance of the requirements of sections 68 to 70 (both inclusive) and any other applicable provision of the Act and Rules made thereunder, provisions of any re-enactment thereof and any rules and regulations that may be prescribed by the Central Government, the Securities and Exchange Board of India (SEBI) or any other appropriate authority in this regard, the Company may with the authority of the Board or the members in General Meeting, as may be required / and contemplated by Section 68 of the Act, at any time and from time to time, authorise buyback of any part of the share capital of the Company fully paid-up on that date.
15.	Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; Subject as aforesaid the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
16.	Subject to compliance with applicable provision of the Act and Rules framed thereunder and other applicable laws the company shall have power to issue depository receipts in any foreign country.
17.	Subject to compliance with applicable provision of the Act and Rules framed thereunder the company shall have power to issue any kind of securities or kinds of share capital as permitted to be issued under the Act and rules framed thereunder.
18.	The Company may issue warrants on preferential basis pursuant to SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 or any statutory modifications or re-enactment thereof.
<b>MODIFICATION OF CLASS RIGHTS</b>	
19.	If at any time the share capital, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting. Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this section shall apply to such variation.
20.	The rights conferred upon the holders of the Shares including Preference Share, if any, of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking pari passu therewith.
21.	Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. The Board will have the authority to disallow the right to renounce right shares. Provided that except with the sanction of General Meeting, No option or right to call of shall be given to any person by the board.
22.	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.



23.	The Company may issue securities in any manner whatsoever including by way of a preferential offer / private placement, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of section 62 subject to compliance with section 42 and / or 62 of the Act and rules framed thereunder as amended from time to time.
24	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
25	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.
26.	To every such separate meeting, the provisions of these regulations relating to general meetings shall <i>mutatis mutandis</i> apply.
27	Subject to the provisions of the Act, any preference shares may be issued on the terms that they are to be redeemed or converted into equity shares on such terms and in such manner as the company before the issue of the shares may, determine.
28	The Board or the Company as the case may be, may, by way of rights issue or preferential offer or private placement or any other manner, subject to and in accordance with Act and the Rules, issue further shares to; (a) persons who, at the date of the offer, are holders of equity shares of the Company. Such offer shall, unless disallowed by the Board, be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of other person or; (b) employees under the employees' stock option or; (c) any person whether or not those persons include the persons referred to in clause (a) or clause (b) above;
29	The provisions of these Articles relating to share capital and variation of rights thereon shall <i>mutatis mutandis</i> apply to Debentures and other securities of the Company, as applicable.
30	The Board shall comply with such Rules or Regulations or Requirements of any stock exchange or the Rules made under Securities Contract (Regulations) Act, 1956 or any other Act or Rules applicable for the purpose of these articles. Provided that any restriction, condition or prohibition required to be included in the Articles of Association pursuant to any such Rules, Regulations or Requirements of any stock exchange or the Rules made under Securities Contract (Regulations) Act, 1956 or any other Act and which are not incorporated in these articles shall be deemed have effect as if such restriction, condition or prohibition are expressly provided by or under these articles
31	The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
32.	An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purposes of these Articles, be a Member.
33.	The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
34.	Every Member, or his heirs, executors, administrators, or legal representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof.
35.	Shares may be registered in the name of individual, any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind.
36.	The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Section 39 of the Act.
<b>CERTIFICATES</b>	
37.	(a) Every person whose name is entered as a member in the register of members shall be entitled to

	<p>receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide –</p> <ol style="list-style-type: none"> <li>1. one certificate for all his shares without payment of any charges; or</li> <li>2. several certificates, each for one or more of his shares, upon payment of Rs. 50 for every certificate or such charges as may be fixed by the Board for each certificate after the first. The charges can be waived off by the Company.</li> </ol> <p>(b) Every certificate of shares shall be either under the seal of the company or will be authenticated by (1) two Directors or persons acting on behalf of the Directors under a duly registered Power of Attorney and (2) the Secretary or some other person appointed by the Board for the purpose; a Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of rubber stamp and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon.</p> <p>(c) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 46 of the Act.</p>
38.	Every certificate shall have distinctive number and shall be issued under the Seal, if any, and shall specify the shares to which it relates and the amount paid-up thereon and shall be in such form as may be prescribed and approved by the Board.
39.	<p>(a) If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof.</p> <p>(b) If any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deems adequate and on payment of out-of-pocket expenses incurred by the company in investigating the evidence produced, being given, then only with prior consent of the Board, a duplicate Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate.</p> <p>(c) Every Certificate shall be issued in such manner as prescribed under the Act or Rules framed thereunder or under other applicable laws applicable from time to time.</p> <p>(d) Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rupees Fifty for each certificate) as the Directors shall prescribe.</p> <p>(e) The particulars of every renewed or duplicate share certificate issued shall be entered forthwith in a Register of Renewed and Duplicate Share Certificates maintained in prescribed format indicating against the name(s) of the person(s) to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross-references in the "Remarks" column.</p> <p>(f) Register shall be kept at the registered office of the company or at such other place where the Register of Members is kept or at other offices of the Company or at the office of Share Transfer Agent of the Company and it shall be preserved permanently and shall be kept in the custody of the company secretary of the company or any other person authorized by the Board for the purpose.</p> <p>(g) All entries made in the Register of Renewed and Duplicate Share Certificates shall be authenticated by the company secretary or such other person as may be authorised by the Board for the purposes of sealing and signing the share certificate</p> <p>(h) 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 the rules made under Securities Contracts (Regulation) Act, 1956, or any other Act, or rules applicable in this behalf.</p> <p>(i) The provisions of this Article shall mutatis mutandis apply to debentures of the Company.</p>
40.	If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to these articles and the terms of issue.

41.	The Company shall not be bound to register more than two persons as the joint holders of any share.
42.	Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as is by these Articles otherwise expressly provided or by law otherwise provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.
43.	Company shall not give whether directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding Company, save as provided by Section 67 of the Act.
44.	If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.
45	If and whenever as a result of issue of new or further shares or any consolidation or sub-division of shares or otherwise, any shares held by members become fractional shares, all such fractional entitlement shall be consolidated into whole shares and be allotted to such person, persons or entities as may be nominated by the Board as trustee for sale thereof in open market through SEBI registered share broker at such price as may be approved by such Trustee(s) in this regard and the net proceeds of such sale shall be distributed to the persons entitled thereto in proportion to their respective fractional entitlement.
<b>UNDERWRITING AND BROKERAGE</b>	
46.	Subject to the provisions of Section 40 (6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any securities in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any securities in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the Rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.
47.	The Company may pay on any issue of securities such brokerage as may be reasonable and lawful.
<b>CALLS</b>	
48.	(a) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board. (b) A call may be made payable by installments. (c) The option or right to call of shares shall not be given to any person except with the sanction of the Issuer in general meetings.
49.	A call may be revoked or postponed at the discretion of the Board.
50.	Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.
51.	A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorizing such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.
52.	Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.
53.	The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

54.	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.
55.	If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding ten per cent per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.
56.	(a) If by the terms of issue of any share or otherwise any amount is made payable at any fixed time (whether on account of the nominal value of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly. (b) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply mutatis mutandis as if such sum had become payable by virtue of a call duly made and notified.
57.	On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, was on the Register of Members as the holder, on or subsequent to the date at which the money sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered; that such money is due pursuant to the terms on which the share was issued; that the resolution making the call was duly recorded in the minute book; and that notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
58.	Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.
59.	(a) The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing: provided that moneys paid in advance of calls on shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable. The provisions of this Article shall mutatis mutandis apply to calls on debentures issued by the Company.
<b>LIEN</b>	
60.	(a) The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that Article 42 will have full effect. And such lien shall extend to all dividends, onuses or interest from time to time declared in respect of such shares/ debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. (b) The Directors may at any time declare any shares/debentures wholly or in part to be exempt from

	the provisions of this clause.
61.	<p>(a) For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit but no sale shall be made unless a sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell shall have been served on such Member, his executors or administrators or his committee or other legal representatives as the case may be and default shall have been made by him or them in the payment of the sum payable as aforesaid for seven days after the date of such notice.</p> <p>(b) To give effect to any such sale the Board may authorize some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> <p>(c) Upon any such sale as the Certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.</p>
62.	The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
	<b>FORFEITURE AND SURRENDER OF SHARES</b>
63.	If any Member fails to pay the whole or any part of any call or installment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same or any such extension thereof, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment.
64.	<p>(a) The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or installment and such interest thereon as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid.</p> <p>(b) The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.</p>
65.	If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.
66.	When any shares have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members 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. Provided that option or right to call of forfeited shares shall not be given to any person.
67.	Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.
68.	Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate not exceeding two per cent per annum more than the bank lending rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.
69.	The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.

70.	A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.
71.	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.
72.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.
73.	In the meantime, and until any share so forfeited shall be sold, re-allotted or otherwise dealt with as aforesaid, the forfeiture thereof may at the discretion and by a resolution of the Board, be remitted or annulled as a matter of grace and favour but not as of right, upon such terms and conditions as they think fit.
74.	Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
75.	The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.
<b>TRANSFER AND TRANSMISSION OF SHARES</b>	
76.	(a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee. (b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.
77.	The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 (statutory modification thereof) including other applicable provisions of the Act and Rules made thereunder shall be duly complied with in respect of all transfers of shares or debenture and registration thereof.
78.	(a) The Company shall not register a transfer in the Company (other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository), unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares within sixty days from date of execution: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law. (b) The Transferor shall be deemed to be the holder of such shares until the name of the Transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company.

79.	Subject to the provisions of Section 58 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Board may, at its own absolute and uncontrolled discretion and after assigning the reason for same, decline to register or acknowledge any transfer of shares, whether fully paid or not (notwithstanding that the proposed transferee be already a member), send to the transferee and the transferor notice of the refusal to register such transfer provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on shares.
80.	If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within 30 days from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.
81.	There shall be paid to the Company, in respect of the transfer or transmission of any number of shares to the same party such fee, if any as the Directors may require. Provided that the Board shall have the power to dispense with the payment of this fee either generally or in any particular case.
82.	The Board of Directors shall have power on giving not less than seven days previous notice in accordance with section 91 and Rules made thereunder close the Register of Members and/or the Register of debentures holders and/or other security holders at such time or times and for such period or periods, not exceeding thirty days at a time, and not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board.
83.	The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine.
84.	Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
85.	Subject to the power of the Board stated in these Articles, transfer of shares in whatever lot should not be refused. However, the Company may refuse to split a share certificate into several scrips of very small denominations or to consider a proposal of transfer of shares comprised in a share certificate to several parties, involving such splitting if on the face of it such splitting/transfer appears to be unreasonable or without a genuine need or not of a marketable lot.
86.	(a) In the case of the death of any one or more of the persons named in the Register of Members as the joint-holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share (b) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
87.	Before recognizing any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India. Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate.
88.	The Executors or Administrators of a deceased Member or holders of a Succession Certificate or the Legal Representatives in respect of the Shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the Shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of Succession Certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the Directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register Shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Section 72 of the Companies Act.

89.	Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance with the provisions as prescribed under Act and Rules, and, until he does so, he shall not be freed from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.
90.	Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.
91.	Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.
92.	The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or require to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.
93.	In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in as prescribed under the relevant Rules hereof as circumstances permit.
94.	No transfer shall be made to any minor, insolvent or person of unsound mind.
<b>NOMINATION</b>	
95.	<p>(a) Notwithstanding anything contained in the articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Companies Act, 2013 shall apply in respect of such nomination.</p> <p>(b) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72 of the Companies Act, 2013 read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014.</p> <p>(c) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination.</p> <p>(d) If the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.</p>
96.	<p>A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-</p> <p>(a) to be registered himself as holder of the security, as the case may be; or</p> <p>(b) to make such transfer of the security, as the case may be, as the deceased security holder, could have made;</p> <p>(c) if the nominee elects to be registered as holder of the security, himself, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased security holder;</p> <p>(d) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the security except that he shall not, before being registered as a member in respect of his security, be entitled in respect of it to exercise any right</p>



	<p>conferred by membership in relation to meetings of the Company.  Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.</p>
	<b>DEMATERIALISATION OF SHARES</b>
97.	<p>Subject to the provisions of the Act and Rules made thereunder the Company may offer its members facility to hold securities issued by it in dematerialized form and will offer the Securities for subscription in dematerialized form.  Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the register of members as a holder of any share or whose names appear as beneficial owners of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as required by law) be bound to recognise any benami trust or equity or equitable contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.</p>
	<b>CONVERSION OF SHARES INTO STOCK</b>
98.	<p>The Company may, by ordinary resolution in General Meeting.  a) convert any fully paid-up shares into stock; and  b) re-convert any stock into fully paid-up shares of any denomination.</p>
99.	<p>The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.</p>
100.	<p>The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.</p>
101.	<p>Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.</p>
	<b>COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS</b>
102.	<p>A copy of the Memorandum and Articles of Association of the Company and of any other document referred to in Section 17 of the Act shall be sent by the Company to a Member at his request on payment of Rs. 100 or such reasonable sum for each copy as the Directors may, from time to time, decide. The fees can be waived off by the Company.</p>
	<b>BORROWING POWERS</b>
103.	<p>Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash creditor by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, anybody corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.</p>
104.	<p>Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.</p>

105.	Subject to the provisions of Article 107, the payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects, as the Board may think fit by a resolution passed at a meeting of the Directors, and in particular by mortgage, charge, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued and also by a similar mortgage, charge or lien to secure and guarantee, the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or Company as the case may be.
106.	Any bonds, debentures, debenture-stock, Global Depository Receipts or their securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider being for the benefit of the Company.
107.	If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.
108.	Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.
109.	The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company.
110.	(a) The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture holders in accordance with Section 88 of the Act. (b) The Company shall have the power to keep in any State or Country outside India a branch Register of Debenture holders resident in that State or country.
111.	The Directors shall arrange to maintain at the Registered office of the Company a Register of Directors, Key Managerial Personnel, containing the particulars and in the form prescribed by Section 170 of the Act. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the said sections. The Directors shall cause to be kept at the Registered Office (a) a Register in accordance with Section 170 and (b) a Register of Contracts or arrangements of which they are interested, containing the particulars required by Section 189 of the Act. The Registers can be maintained in electronic form subject to the provisions of the Act.
112.	The provisions contained in Article 194 relating to inspection and taking copies shall be mutatis mutandis be applicable to the registers specified in this Article.
113.	Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities whether or not there is any consequent reduction of capital. If and to the extent permitted by law, the Company shall also have the power to re-issue the shares so bought back.
<b>MEETINGS OF MEMBERS</b>	
114.	All the General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.
115.	The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. The Annual General Meeting shall be held within a period of six months, from the date of closing of the financial year; provided that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred on the Registrar under the provisions of Section 96 (1) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours on any day that is not a National Holiday, and shall be held at the Registered Office of the Company or at some other

	place within the city, town or village where the Registered Office of the Company is situated and the Notices calling the Meeting shall specify it as the Annual General Meeting. Every Member of the Company shall be entitled to attend either in person or by proxy or by other authority including by resolution of the Board of the Company or by power of attorney and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and Financial Statements, Auditors' Report (if not already incorporated in the Financial Statements), the Proxy Register with proxies and the Register of Directors' shareholding which latter Register shall remain open and accessible during the continuance of the Meeting.
116.	(a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of Member or Members holding in the aggregate not less than one-tenth of such of the paid up capital of the Company as at the date of deposit of the requisition and in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting. (b) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors.
117.	Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Registered Office; provided that such requisition may consist of several documents in like form, each signed by one or more requisitionists.
118.	Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the Registered Office, to cause a meeting to be called for a day not later than forty-five days from the date of deposit of the requisition, meeting may be called and held by the requisitionists themselves within a period of three months from the date of the requisition.
119.	Twenty-one days' notice at the least (either in writing or electronic mode) of every General Meeting, Annual or Extraordinary, specifying the place, date, day, hour, and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons, as given under Act, entitled to receive notice from the Company. A General Meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than ninety-five percent of the members entitled to vote at such meeting. In the case of an Annual General Meeting, if any business other than (i) the consideration of financial statements and the reports of the Board of Directors and auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of, the Auditors is to be transacted, there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature or concern (financial or otherwise) and extent of the interest, if any, therein of every Director, Manager, Key Managerial Personnel, and their relatives (if any). Where any item of business consists of the approval of any document the time and place where the document can be inspected shall be specified in the statement aforesaid.
120.	The accidental omission to give any such notice as aforesaid to any member, or other person to whom it should be given or the non-receipt thereof, shall not invalidate any resolution passed at any such Meeting.
121.	No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.
122.	No business shall be transacted at any General Meeting, unless the requisite quorum is present at the time when the meeting proceeds to business. The quorum for a general meeting shall be the presence in person of such number of members as specified in Section 103 of the Act. A body corporate being a Member shall be deemed to be personally present if represented in accordance with Section 113 of the Act.

123.	If, at the expiration of half an hour from the time appointed for the Meeting a quorum of Members is not be present, the Meeting, if convened by or upon the requisition of Members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday, at the same time and place or to such other day and at such other time and place as the Board may determine; and if at such adjourned Meeting a quorum of Members is not present at the expiration of half an hour from the time appointed for the Meeting, those Members who are present shall be a quorum, and may, transact the business for which the Meeting was called.
124.	The Chairman of the Board shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman, or if at any Meeting the Chairman is not present within fifteen minutes of the time appointed for holding such Meeting or is unwilling to act as a Chairman, then the Directors present shall elect one of them as Chairman of the meeting, and if no Director be present or if all the Directors present decline to take the chair, then the Members present shall elect one of their number to be Chairman.
125.	No business, except the election of a Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.
126.	<p>a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>d) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
127.	In the case of an equality of votes the Chairman shall on a poll (if any) and e-voting, have casting vote in addition to the vote or votes to which he may be entitled as a Member.
128	Unless a Poll is demanded or voting is carried out electronically, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the books containing the minutes of the proceedings of the Company shall be conclusive evidence of the said fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
129	The Board may in its absolute discretion, on giving not less than 7 (seven) clear days' notice in accordance with these Articles, postpone or cancel any meeting of members except a meeting called pursuant to members requisition.
130.	If a poll is demanded as aforesaid the same shall, be taken in such manner as prescribed under the Act.
131.	Any poll duly demanded on the election of Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.
132	The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
133	The Board, and the persons authorized by it, shall have the right to take and/or make suitable arrangements for ensuring the safety of any meeting – whether a general meeting or a meeting of any class of Security, or of the persons attending the same, and for the orderly conduct of such meeting, and notwithstanding anything contained in this Articles, any action, taken pursuant to this Article in good faith shall be final and the right to attend and participate in such meeting shall be subject to the decision taken pursuant to this Article.
<b>VOTES OF MEMBERS</b>	
134.	No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised, any right or lien.
135.	Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll (including voting by electronic means) the voting right of every Member present in person or by proxy shall be in proportion to his share of

	the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any meeting of the Company, save as provided in sub-section (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.
136.	A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his Committee or other legal guardian: and any such Committee or guardian may, on a poll, vote by proxy; if any Member be minor, the vote in respect of his share shall be by his guardian, or any one of his guardians if more than one, to be selected in case of dispute by the Chairman of the Meeting.
137.	On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
138	Where a poll is to be taken, the Chairman of the meeting shall appoint such number of Scrutineer(s) who need not be members of the Company, to scrutinize the poll process, votes casted by poll and to report thereon to him subject to provisions of Act for the time being in force. The Chairman shall have power, at any time before the result of the Poll is declared to remove a scrutinizor from office and to fill vacancies in the office of scrutinizor arising from such removal or from any other cause.
139.	Notwithstanding anything contained in the provisions of the Act and the Rules made there under, the Company may, and in the case of resolutions relating to such business other than the Ordinary business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/ resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company.
140.	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
141.	<p>a) If there be joint registered holders of any share any one of such persons may vote at any Meeting either personally or by proxy in respect of such shares, as if he were solely entitled thereto.</p> <p>b) If more than one of such joint-holders be present at any Meeting either personally or by proxy, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. If more than one of the said persons remain present than the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof.</p> <p>c) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p>
142.	Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorized by way of Board Resolution as mentioned in Articles. At any General Meeting, a resolution put to vote of the meeting shall, unless a poll is demanded under Section 109, or if the voting is carried out electronically be decided on a show of hands. Such voting in a general meeting or by postal ballot shall also include electronic voting in a General Meeting or Postal Ballot as permitted by applicable laws from time to time.
143.	A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures or any other Securities) authorize such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorized by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.
144.	<p>(a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.</p> <p>(b) A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceeding the date on which the vote was taken.</p>

145.	Any person entitled under Article 89 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the directors shall have previously admitted his right to vote at such meeting in respect thereof.
146.	No Member shall be entitled to vote on a show of hands through Proxy unless such member is present personally or by attorney or is a body Corporate present by a representative duly Authorized under the provisions of the Act in which case such members, attorney or representative may vote on a show of hands as if he were a Member of the Company. In the case of a Body Corporate the production at the meeting of a copy of such resolution duly signed by a Director or Secretary of such Body Corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.
147.	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
148.	The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power of attorney, shall be deposited at the office not less than forty-eight hours before the time for holding the Meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
149.	An instrument appointing a proxy shall be in the form as prescribed in the Rules made under section 105.
150.	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting or adjourned meeting at which the proxy is used.
151.	An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and every adjournment thereof or every meeting of the Company or every meeting to be held before a date not being later than twelve months from the date of the instrument specified in the instrument and every adjournment of every such meeting.
152.	No objection shall be made to the validity of any vote, except at the Meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.
153.	The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
154.	<p>(a) Every company shall cause minutes of the proceedings of every general meeting of any class of shareholders or creditors, and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed and kept within thirty days of the conclusion of every such meeting concerned, or passing of resolution by postal ballot in books kept for that purpose with their pages consecutively numbered.</p> <p>(b) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.</p> <p>(c) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting or each report in such books shall be dated and signed by the chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that chairman within that period, by a director duly authorised by the Board for the purpose. In case of every resolution passed by postal ballot, by the chairman of the Board within the aforesaid period of thirty days or in the event of there being no chairman of the Board or the death or inability of that chairman within that period, by a director duly authorized by the Board for the purpose.</p> <p>(d) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise.</p> <p>(e) All appointments made at any of the meetings aforesaid shall be included in the minutes of the</p>

	<p>meeting.</p> <p>(f) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting.</p> <ol style="list-style-type: none"> <li>1) is or could reasonably be regarded as, defamatory of any person, or</li> <li>2) is irrelevant or immaterial to the proceedings, or</li> <li>3) is detrimental to the interests of the Company</li> </ol> <p>The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.</p> <p>(g) Any such minutes shall be evidence of the proceedings recorded therein.</p> <p>(h) The book containing the minutes of proceedings of General Meetings or resolutions passed by Postal Ballot shall be kept at the office of the Company and shall be open to inspection by any member during business hours, for such periods not being less in the aggregate than two hours on all working days except Saturdays.</p>
	<b>DIRECTORS</b>
155.	Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors (including Debenture and Alternate Directors) shall not be less than three and not more than fifteen. Provided that a company may appoint more than fifteen directors after passing a special resolution.
156	<p>The following are the Directors of the Company as on <b>05.03.2018</b>:</p> <ol style="list-style-type: none"> <li><b>1. FARUKBHAI GULAMBHAI PATEL</b></li> <li><b>2. SANTOSHKUMAR SINGH</b></li> <li><b>3. BHADRABALA DHIMANTRAI JOSHI</b></li> <li><b>4. RAJNIKANT HARILAL SHAH</b></li> <li><b>5. VENDHAN GANESAN MUDALIAR</b></li> <li><b>6. RAGHAVENDRA RAO BONDADA</b></li> <li><b>7. MOHAMED HANIF MOHAMED HABIB DALCHAWAL</b></li> </ol>
157	The Board shall arrange to maintain at the office of the Company, a Register in the Form prescribed under the Act, containing the particulars of the Directors and Key Managerial Personnel. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the Act.
158.	A Director of the Company shall not be bound to hold any Qualification Shares in the Company.
159.	<p>(a) Whenever the Company enters into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as “the appointer”) for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for under-writing the Directors shall have, subject to the provisions of the Act and notwithstanding anything to the contrary contained in these Articles, the power to agree that such appointer shall have the right to appoint by a notice in writing addressed to the Company, one or more persons as a Director or Directors of the Company for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. Any Director so appointed is herein referred to as a Nominee Director.</p> <p>(b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. The said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.</p> <p>(c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observer to attend the meetings of the Board or any other Committee constituted by the Board.</p> <p>(d) The Nominee Director/s shall, notwithstanding anything to the contrary contained in these Articles, be at liberty to disclose any information obtained by him/them to the Financial Institution appointing him/them as such Director/s.</p>

160.	If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that a trustee appointed under the Trust Deed shall have power to appoint a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as a Debenture Director. A Debenture Director may be removed from office at any time by the trustee in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A debenture Director shall not be liable to retire by rotation. A debenture Director shall not be bound to hold any qualification shares.
161.	The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from India. An Alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.
162.	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 159. Any such Additional Director shall hold office only up to the date of the next Annual General Meeting but shall be eligible for appointment by the Company as a Director at that Meeting subject to the provisions of the Act.
163.	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, who shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated by him.
164.	The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment on passing of Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold office for more than two consecutive terms. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors.
165	The Company, subject to the provisions of the Act, shall have the power to determine the Directors whose period of office shall be liable to determination by retirement of Directors by rotation or not.
166.	Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending meetings of the Board provided that Independent Directors and Women Directors, the sitting fee shall not be less than the sitting fee payable to other directors.
167.	The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.
168.	Any one or more of the Directors shall be paid such additional remuneration as may be fixed by the Directors for services rendered by him or them and any one or more of the Directors shall be paid further remuneration if any as the Company in General Meeting or the Board of Directors shall from time to time determine. Such remuneration and/or additional remuneration may be paid by way of salary or commission on net profits or turnover or by participation in profits or by way of perquisites or in any other manner or by any or all of those modes. If any director, being willing shall be called upon to perform extra services, or to make any special exertion for any of the purposes of the Company, the Company in General Meeting or the Board of Directors shall, subject as aforesaid, remunerate such Director or where there is more than one such Director all or such of them together either by a fixed sum or by a percentage of profits or in any other manner as may be determined by the Directors and such remuneration may be either in addition to or in substitution for the remuneration above provided.
169	Subject to Section 167 of the Act, the office of a Director shall be vacated if: (a) he incurs any of the disqualifications specified in section 164 of the Act;



	<p>(b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;</p> <p>(c) he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;</p> <p>(d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;</p> <p>(e) he becomes disqualified by an order of a court or the Tribunal;</p> <p>(f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months:</p> <p>Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;</p> <p>(g) he is removed in pursuance of the provisions of this Act;</p> <p>(h) he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.</p>
170.	The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act.
171.	Subject to the provisions of Section 168 of the Act a Director may at any time resign from his office upon giving notice in writing to the Company of his intention so to do, and thereupon his office shall be vacated.
<b>PROCEEDING OF THE BOARD OF DIRECTORS</b>	
172.	<p>(a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.</p> <p>(b) The Chairman or any one Director with the previous consent of the Chairman may, or the Company Secretary on the direction of the Chairman shall, at any time, summon a meeting of the Board.</p>
173.	The Board of Directors shall be entitled to hold its meeting through video conferencing or other permitted means, and in conducting the Board meetings through such video conferencing or other permitted means the procedures and the precautions as laid down in the relevant Rules shall be adhered to. With regard to every meeting conducted through video conferencing or other permitted means, the scheduled venue of the meetings shall be deemed to be in India, for the purpose of specifying the place of the said meeting and for all recordings of the proceedings at the meeting.
174.	Subject to provisions of Section 173 (3) of the Act, notice of not less than seven days of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the company and shall be sent by hand delivery or by post or through electronic means. The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision taken at such meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one Independent Director.
175.	<p>The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one third being rounded off as one), or two directors whichever is higher and the directors participating by video conferencing or by other permitted means shall also counted for the purposes of this Article. Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested, being not less than two, shall be the quorum during such time.</p> <p>Explanation: The expressions “interested Director” shall have the meanings given in Section 184(2) of the said Act and the expression “total strength” shall have the meaning as given in Section 174 of the Act.</p>
176.	<p>a) The Directors may from time to time elect from among their members a Chairperson of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of the Directors then present to preside at the meeting.</p> <p>b) Subject to Section 203 of the Act and rules made there under, one person can act as the Chairman as well as the Managing Director or Whole-time Director or Chief Executive Officer at the same time.</p>

176A	<ol style="list-style-type: none"> <li>1) The Board shall be entitled to appoint any person who has rendered significant or distinguished services to the Company or to the industry to which the Company's business relates or in the public field, as the Chairman Emeritus of the Company.</li> <li>2) The Chairman Emeritus shall hold office until he resigns his office or a special resolution to that effect is passed by the members in a general meeting.</li> <li>3) The Chairman Emeritus may attend any meetings of the Board or Committee thereof but shall not have any right to vote and shall not be deemed to be a party to any decision of the Board or Committee thereof.</li> <li>4) The Chairman Emeritus shall not be deemed to be a director for any purposes of the Act or any other statute or rules made there under or these Articles including for the purpose of determining the maximum number of Directors which the Company can appoint.</li> <li>5) The Board may decide to make any payment in any manner for any services rendered by the Chairman Emeritus to the Company.</li> <li>6) If at any time the Chairman Emeritus is appointed as a Director of the Company, he may, at his discretion, retain the title of the Chairman Emeritus.”</li> </ol>
177.	Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman will have a second or casting vote.
178.	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
179.	Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
180.	The Meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.
181.	<ol style="list-style-type: none"> <li>a) A committee may elect a Chairperson of its meetings.</li> <li>b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.</li> </ol>
182.	<ol style="list-style-type: none"> <li>a) A committee may meet and adjourn as it thinks fit.</li> <li>b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.</li> </ol>
183.	Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.
184.	A resolution not being a resolution required by the said Act or otherwise to be passed at a meeting of the Directors, may be passed without any meeting of the Directors or of a committee of Directors provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee as the case may be, at their addresses registered with the Company, by hand delivery or by post or courier or through electronic means as permissible under the relevant Rules and has been approved by a majority of the Directors as are entitled to vote on the resolution.
185.	Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal course, the resulting casual vacancy may in default of and subject to any other regulation contained in this Articles be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would

	have held office if had not been vacated as aforesaid.
	<b>RETIREMENT AND ROTATION OF DIRECTORS</b>
186.	Not less than two-thirds of the total number of the Directors of the Company, other than Independent Directors appointed on the Board of the Company, be persons, whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the said Act, be appointed by the Company in General Meeting. The remaining Directors of the Company shall also be appointed by the Company in General Meeting except to the extent that the Articles otherwise provide or permit.
	Subject to the provisions of Section 152 of the Act, at every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.
187	A retiring Director shall be eligible for re-election.
	<b>POWERS OF THE BOARD</b>
188.	The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by these Articles required to be exercised by the Company in General Meeting. However, no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
189.	Without prejudice to the general powers conferred by these Articles or the governing laws of the Country and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the Articles, it is hereby, declared that the Directors shall have the following powers, that is to say –
	(1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorized to carry on, in any part of India.
	(2) Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.
	(3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.
	(4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
	(5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.
	(6) To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.
	(7) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.

	(8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.
	(9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
	(10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or Foreign law and either in India or abroad and observe and perform or challenge any award thereon.
	(11) To act on behalf of the Company in all matters relating to bankruptcy and/or insolvency.
	(12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.
	(13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realize such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.
	(14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;
	(15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.
	(16) To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.
	(17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.
	(18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the deprecation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.

	(19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, laborers, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.
	(20) At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorized by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.
	(21) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.
	(22) From time to time to make, vary and repeal rules for the regulations of the business of the Company its Officers and employees.
	(23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.
	(24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.
	(25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act and of the provisions contained in these presents.
	(26) To redeem preference shares.
	(27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.
	(28) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.

	(29) To purchase or otherwise acquire or obtain foreign license, other license for the use of and to sell, exchange or grant license for the use of any trade mark, patent, invention or technical know-how.
	(30) To sell from time to time any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.
	(31) From time to time to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient.
	(32) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.
	(33) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.
	(34) To let, sell or otherwise dispose of subject to the provisions of Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in cash or otherwise as it thinks fit.
	(35) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions vested in the Directors to any Director, Officers, Committee of the Board, Person(s), Firm, Company or Fluctuating Body of Persons as aforesaid.
	(36) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company as may be necessary or expedient to comply with.
	Save as provided by the said Act or by these presents and subject to the restrictions imposed by Section 179 of the said Act, the Directors may delegate all or any powers by the said Act or by the Memorandum of Association or by these presents reposed in them.
	<b>MANAGING AND WHOLE-TIME DIRECTORS</b>
190.	<p>a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time appoint one or more of their body to be a Managing Director, Joint Managing Director or Managing Directors or Whole-time Director or Whole-time Directors, Manager or Chief Executive Officer of the Company either for a fixed term or for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.</p> <p>b) A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.</p>
191.	The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act or as per the clarifications notified by the Government and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.
192.	<p>(1) Subject to control, direction and supervision of the Board of Directors, the day-to-day management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board.</p> <p>(2) The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they</p>

	<p>think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.</p> <p>(3) The Company's General Meeting may also from time to time appoint any Managing Director or Managing Directors or Whole-time Director or Whole-time Directors of the Company and may exercise all the powers referred to in these Articles.</p> <p>(4) The Managing Director or Whole-time Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in them to any officers of the Company or any persons/firm/company/ other entity for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.</p> <p>(5) Notwithstanding anything contained in these Articles, the Managing Director or Whole-time Director is expressly allowed generally to work for and contract on behalf of the Company and especially to do the work of Managing Director or Whole-time Director and also to do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between them and the Directors of the Company.</p>
193.	<p>The Managing Director or Managing Directors shall not exercise the powers to:</p> <p>(a) make calls on shareholders in respect of money unpaid on shares in the Company;</p> <p>(b) issue debentures;</p> <p>and except to the extent mentioned in a resolution passed at the Board meeting under Section 179 of the Act, he or they shall also not exercise the powers to -</p> <p>(c) borrow moneys, otherwise than on debentures;</p> <p>(d) invest the funds of the Company; and</p> <p>(e) make loans.</p>
	<p><b>CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER</b></p>
194.	<p>(a) Subject to the provisions of the Act,—</p> <p>i. A chief executive officer, manager, company secretary or chief financial officer or any other Key Managerial Personnel may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;</p> <p>ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.</p> <p>(b) A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.</p>
	<p><b>THE SEAL</b></p>
195.	<p>(a) The Board at their option can provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute or not substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.</p> <p>(b) The Company shall also be at liberty to have an Official Seal in accordance with of the Act, for use in any territory, district or place outside India.</p> <p>(c) As authorized by the Act or amendment thereto, if the company does not have a common seal, the authorisation under this clause shall be made by two directors or by a director and the Company Secretary, wherever the company has appointed a Company Secretary or persons acting on behalf of the Directors under a duly registered Power of Attorney and (2) the Secretary or some other person authorized by the Board for the purpose; a Director may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of rubber stamp.</p>
196.	<p>The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint/authorize for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.</p>

<b>DIVIDEND AND RESERVES</b>	
197.	<p>(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.</p> <p>(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.</p>
198.	The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.
199.	<p>(a) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.</p> <p>(b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>
200.	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
201.	The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
202.	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this articles as paid on the share.
203.	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.
204.	The Board of Directors may retain the dividend payable upon shares in respect of which any person under Articles has become entitled to be a member, or any person under that Article is entitled to transfer, until such person becomes a member, in respect of such shares or shall duly transfer the same.
205.	No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.
206.	A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.
207.	Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.
208	<p>a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct or electronically by ECS/NEFT/RTGS.</p> <p>b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by forged endorsements on any cheque or warrant, or the fraudulent or improper recovery thereof by any other means.</p>
209.	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
210.	No unclaimed dividend shall be forfeited before the claim becomes barred by law and no unpaid dividend shall bear interest as against the Company.
<b>CAPITALIZATION</b>	



211.	<p>(1) The Company in General Meeting may, upon the recommendation of the Board, resolve:</p> <p>(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and</p> <p>(b) That such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards:</p> <p>(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;</p> <p>(b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or</p> <p>(c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (c).</p> <p>(3) A Securities Premium Account and Capital Redemption Reserve Account may, for the purposes of this regulation, may be applied by the Company for the purposes permissible pursuant to the Act.</p> <p>(4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.</p>
212.	<p>(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall —</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and</p> <p>(b) generally to do all acts and things required to give effect thereto.</p> <p>(2) The Board shall have full power —</p> <p>(a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also</p> <p>(b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.</p> <p>(3) Any agreement made under such authority shall be effective and binding on all such members.</p> <p>(4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.</p>
213.	No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law.
<b>FOREIGN REGISTER</b>	
214	The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.
<b>DOCUMENTS AND SERVICE OF NOTICES</b>	
215.	Any document or notice to be served or given by the Company be signed by a Director or such person duly authorized by the Board for such purpose and the signature may be written or printed or lithographed or through electronic transmission.
216.	Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorized Officer of the Company (digitally or electronically) and need not be under the Common Seal of the Company and the signature thereto may be written, facsimile, printed, lithographed, Photostat.
<b>WINDING UP</b>	
217.	Winding Up of the Company shall be governed by the provisions of the Insolvency and Bankruptcy Code, 2016 and Rules and Regulations made thereunder or as may be altered from time to time or any statutory modifications thereof.
<b>INDEMNITY</b>	

218.	<p>Subject to provisions of the Act, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the Court.</p> <p>The Company may take and maintain any insurance as the Board may think fit on behalf of its directors (present and former), other employees and the Key Managerial Personnel, for insurers to directly meet all claims, losses, expenses, fines, penalties or such other levies, or for indemnifying any or all of them against any such liability for any acts in relation to the Company for which they may be liable.</p>
219.	<p>Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.</p> <p>An Independent Director, and a Non-executive Director, not being a Promoter or a Key Managerial Personnel, shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.</p>
<b>SECRECY</b>	
	<p>(a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.</p>
	<p>(b) No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.</p>

## SECTION IX – OTHER INFORMATION

### MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The copies of the following documents and contracts which have been entered or are to be entered into by our Company (not being contracts entered into in the ordinary course of business carried on by our Company or contracts entered into more than two years before the date of this Prospectus) which are or may be deemed material will be attached to the copy of the Prospectus which will be delivered to the RoC for registration. Copies of these contracts and documents will be available for inspection at the Registered Office of our Company between 10 a.m. and 5 p.m. on all Working Days from the date of filing of the Prospectus with the RoC until the Issue Closing Date.

Any of the contracts or documents mentioned in this Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the shareholders, subject to compliance of the provisions contained in the Companies Act and other applicable law.

#### Material Contracts

1. Issue Agreement dated September 25, 2018 between our Company and the LM.
2. Registrar Agreement dated September 25, 2018 executed between our Company and the Registrar to the Issue i.e. Bigshare Services Private Limited.
3. Market Making Agreement dated December 6, 2018 between our Company, the LM and Market Maker to the Issue.
4. Banker to the Issue Agreement dated December 10, 2018 among our Company, the LM, Banker to the Issue and the Registrar to the Issue.
5. Underwriting Agreement dated December 6, 2018 between our Company and Underwriter, i.e. the LM.
6. Tripartite Agreement dated February 15, 2017 among CDSL, our Company and the Registrar to the Issue.
7. Tripartite Agreement dated January 19, 2017 among NSDL, our Company and the Registrar to the Issue.
8. Syndicate Agreement dated December 10, 2018 between our Company and members of Syndicate.

#### Material Documents



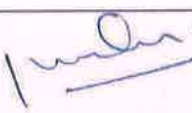

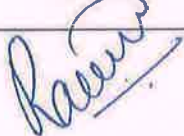


1. Certificate of Incorporation dated February 01, 2008 issued by the Assistant Registrar of Companies, Maharashtra, Mumbai;
2. Certificate for Commencement of Business dated August 22, 2008 issued by the Assistant Registrar of Companies, Maharashtra, Mumbai;
3. Certificate of registration of Regional Director order for change of state dated May 28, 2015 issued by Registrar of Companies, Ahmedabad for shifting of registered office of our Company from the state of Maharashtra to the state of Gujarat;
4. Certified copies of the Memorandum and Articles of Association of our Company as amended from time to time.
5. Copy of the Board Resolution dated August 10, 2018 authorizing the Issue and other related matters.
6. Copy of the Shareholders' Resolution dated September 22, 2018 authorizing the Issue and other related matters.

7. Copies of Annual Reports of our Company for the financial years ended March 31, 2018, March 31, 2017 and March 31, 2016.
8. Copy of Audit Report provided by our Statutory Auditors, M/s K A Sanghavi & Co. LLP, Chartered Accountants as at six months ended September 30, 2018.
9. Report of Statutory Auditors of our Company, M/s K A Sanghavi & Co. LLP, Chartered Accountants dated December 6, 2018 on Restated Financial Statements of our Company for financial years ended March 31, 2018, March 31, 2017 and March 31, 2016 and as at six month ended September 30, 2018.
10. Copy of the Statement of Tax Benefits dated December 6, 2018 from the Statutory Auditors, M/s K A Sanghavi & Co. LLP, Chartered Accountants.
11. Consents of the LM, Legal Advisor to the Issue, Registrar to the Issue, Banker to our Company, Statutory Auditors of the Company, Promoter of our Company, Directors of our Company, Company Secretary and Compliance Officer, Chief Financial Officer, to act in their respective capacities.
12. Agreement to sell dated June 22, 2013 which has further been amended vide amendment to Agreement to Sell dated September 8, 2018 entered amongst Our Company and certain parties and Agreement to Sell dated April 7, 2018 which has further been amended vide amendment to Agreement to Sell dated December 13, 2018 entered between Our Company & Promoter Director for the acquisition of Land upon which our proposed solar project of 25MW is to be set up.
13. Purchase order dated September 23, 2017 for supply of Galvanized MS structure of ₹ 1,040.00 Lakh from K.P. Buildcon Private Limited for setting up the proposed solar project of 25MW.
14. Copy of Board Resolution dated September 28, 2018 approving of Draft Red Herring Prospectus and dated December 26, 2018 approving Prospectus.
15. Due Diligence Certificate from the LM dated September 28, 2018 addressed to BSE SME and Due Diligence Certificate from the LM dated December 26, 2018 addressed to SEBI.
16. Approval Letter dated November 19, 2018 of BSE to use the name of BSE in the Prospectus for listing of Equity Shares on BSE SME.

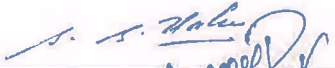

## DECLARATION

We, the under signed, hereby certify and declare that, all relevant provisions of the Companies Act and the rules, regulations and guidelines issued by the Government of India or the regulations / guidelines issued by SEBI, as the case may be, have been complied with and no statement made in this Prospectus is contrary to the provisions of the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 or rules made there under or regulations / guidelines issued, as the case may be. We further certify that all the disclosures and statements made in this Prospectus are true and correct.

**Signed by all the Directors of our Company**

Name & Designation	Signature
Mr. Faruk G. Patel (Chairman & Managing Director)	
Mr. Santosh Singh (Whole Time Director)	
Ms. Bhadrabala D. Joshi (Director)	
Mr. Rajnikant H. Shah (Director)	
Mr. Raghavendra Rao Bondada (Independent Director)	
Mr. Mohamed Hanif M. Habib Dalchawal (Independent Director)	
Mr. Vendhan G. Mudaliar (Independent Director)	

**Signed by Chief Financial Officer and Company Secretary and Compliance Officer of our Company**

Mr. Salim Yahoo Chief Financial Officer	
Ms. Rajvi Upadhyay Company Secretary & Compliance Officer	

Date: December 26, 2018  
Place: Surat