The information in this Draft Placement Memorandum is not complete and may be changed. The Issue is meant only for Eligible Investors on a private placement basis and is not an offer to the public or to any other class of investors to purchase the Units. This Draft Placement Memorandum is not an offer to sell any Units and is not soliciting an offer to subscribe for or buy the Units in any jurisdiction where such offer or sale is not permitted. It is being issued for the sole purpose of information or discussion relating to the Units that may be Allotted through the Placement Memorandum and Final Placement Memorandum.

INTELLIGENT SUPPLY CHAIN INFRASTRUCTURE TRUST

(Registered in the Republic of India as an irrevocable trust set up by way of indenture of trust dated August 17, 2021 under the Indian Trusts Act, 1882, and registered as an infrastructure investment trust under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, on February 27, 2023 having registration number IN/InvIT/22-23/0024)

Principal place of business: 4th floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400 002
Tel: +91 22 3555 5000; **Fax**: +91 22 3555 5560; **Compliance Officer**: Janisha Shah
E-mail: intelligent.supplychain@zmail.ril.com; **Email id of Compliance Officer:** janisha.shah@jmfl.com; **Website**: www.intelsupplychaininfra.com

Sponsor	Investment Manager	Trustee
Reliance Retail Ventures Limited	**Infinite India Investment Management Limited**	**Axis Trustee Services Limited**

Intelligent Supply Chain Infrastructure Trust (the "**Trust**") is proposing an initial offer of up to [●] Units through a private placement at a price of ₹ [●] per Unit (the "**Issue Price**"), aggregating up to ₹ 3,048.00 crore (the "**Issue**").

The Issue Price is ₹ [●] per Unit.

THIS ISSUE AND THE DISTRIBUTION OF THE PLACEMENT MEMORANDUM WILL BE MADE ONLY TO THE ELIGIBLE INVESTORS IN RELIANCE UPON REGULATION 14(2) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (INFRASTRUCTURE INVESTMENT TRUSTS) REGULATIONS, 2014

The Units are proposed to be listed on BSE Limited ("**BSE**" or "**Stock Exchange**"). The Trust has received in-principle approval from BSE for listing of the Units pursuant to the letter dated [●]. BSE is the Designated Stock Exchange. Applications shall be made to the Stock Exchange for obtaining the final listing and trading approval for the Units to be Allotted pursuant to the Issue. The Stock Exchange assumes no responsibility for the correctness of any statements made, opinions expressed or reports contained herein. Admission of the Units to be Allotted pursuant to the Issue for trading on the Stock Exchange should not be taken as an indication of the merits of the Trust or of the Units.

This being an initial offer by the Trust, there has been no formal market for the Units. The Issue Price (determined and justified by the Investment Manager in consultation with the Lead Managers), should not be taken to be indicative of the market price of the Units after the Units are listed. No assurance can be given regarding an active or sustained market for trading in the Units or regarding the price at which the Units will be traded after listing.

A copy of this Draft Placement Memorandum has been filed with the Securities and Exchange Board of India ("**SEBI**") and delivered to the Stock Exchange and a copy of the Placement Memorandum and the Final Placement Memorandum will be delivered to the Stock Exchange. This Draft Placement Memorandum has not been, and will not be, registered as a prospectus, will not be circulated or distributed to the public at large in India or any other jurisdiction, and will not constitute a public offer in India or any other jurisdiction.

The Investment Manager, having made all reasonable inquiries confirms that this Draft Placement Memorandum contains all information with regard to the Trust, the Units and the Issue, which is material in the context of the Issue, that the information contained in this Draft Placement Memorandum is true, correct and adequate in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and have been reached after considering all relevant circumstances and are based on reasonable assumptions and information presently available with the Investment Manager and that there are no other facts, the omission of which makes this Draft Placement Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws. Accordingly, the Units are only being offered and sold outside the United States in "offshore transactions" as defined in, and in reliance on, Regulation S under the Securities Act ("**Regulation S**") and the applicable law of the jurisdictions where such offers and sales occur. The Units are transferable only in accordance with the restrictions described under the section entitled "*Selling and Transfer Restrictions*" on page 198 of this Draft Placement Memorandum.

THE PLACEMENT MEMORANDUM SHALL BE PERSONAL TO EACH ELIGIBLE INVESTOR. THIS DRAFT PLACEMENT MEMORANDUM HAS BEEN PREPARED BY THE TRUST SOLELY FOR PROVIDING INFORMATION IN CONNECTION WITH THE ISSUE.

YOU MAY NOT, AND ARE NOT AUTHORIZED TO, (1) DELIVER THIS DRAFT PLACEMENT MEMORANDUM TO ANY OTHER PERSON; OR (2) REPRODUCE THIS DRAFT PLACEMENT MEMORANDUM IN ANY MANNER WHATSOEVER. ANY DISTRIBUTION OR REPRODUCTION OF THIS DRAFT PLACEMENT MEMORANDUM, IN WHOLE OR IN PART, IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS INSTRUCTION MAY RESULT IN A VIOLATION OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (INFRASTRUCTURE INVESTMENT TRUSTS) REGULATIONS, 2014 OR OTHER APPLICABLE LAWS OF INDIA AND OF OTHER JURISDICTIONS.

INVESTMENTS IN UNITS INVOLVE RISKS AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THE ISSUE UNLESS THEY CAN AFFORD TO TAKE THE RISK OF LOSING THEIR ENTIRE INVESTMENT. FOR MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TRUST, THE UNITS, THE ISSUE, AND THE PLACEMENT MEMORANDUM, INCLUDING THE RISKS INVOLVED. INVESTORS ARE ADVISED TO CAREFULLY READ THE PLACEMENT MEMORANDUM, INCLUDING THE SECTIONS ENTITLED "RISK FACTORS" ON PAGE 52 BEFORE MAKING AN INVESTMENT DECISION. INVESTORS SHOULD NOT RELY ON THIS DRAFT PLACEMENT MEMORANDUM FOR ANY DECISION TO INVEST IN THE ISSUE.

THE UNITS HAVE NOT BEEN RECOMMENDED BY SEBI NOR DOES SEBI GUARANTEE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS DRAFT PLACEMENT MEMORANDUM. EACH ELIGIBLE INVESTOR IS ADVISED TO CONSULT ITS OWN ADVISORS, ABOUT THE CONSEQUENCES OF AN INVESTMENT IN THE UNITS BEING ISSUED PURSUANT TO THE PLACEMENT MEMORANDUM.

Unless a serially numbered Placement Memorandum along with an Application Form is addressed to a particular Eligible Investor, no invitation to offer shall be deemed to have been made to such Eligible Investor to make an offer to subscribe to Units on private placement basis pursuant to the Issue. For further details, please see the section entitled "*Issue Information*" on page 205. The distribution of this Draft Placement Memorandum and the Placement Memorandum or the disclosure of its contents without the Trustee's or Investment Manager's prior consent, to any person, other than to the addressees, shall be unauthorized and prohibited. Each addressee, by accepting delivery of the Placement Memorandum, shall agree to observe the foregoing restrictions and to make no copies of the Placement Memorandum or any documents referred to in the Placement Memorandum.

The information on the websites of the Sponsor, the Investment Manager, the Project Manager, the Trust or the Lead Managers, as applicable, any website directly or indirectly linked to such websites, or the website of the Trustee, does not form part of this Draft Placement Memorandum and prospective investors should not rely on such information contained in, or available through, any such websites.

LEAD MANAGERS		REGISTRAR AND UNIT TRANSFER AGENT
ICICI Securities Limited ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 Maharashtra, India Tel: +91 22 6807 7100 E-mail: isci.invit@icicisecurities.com Investor grievance E-mail: customercare@icicisecurities.com Website: www.icicisecurities.com Contact Person: Harsh Thakkar SEBI Registration No.: INM000011179	**Axis Capital Limited** 1st Floor, Axis House C 2 Wadia International Centre Pandurang Budhkar Marg, Worli Mumbai 400 025 Tel: +91 22 4325 2183 E-mail: isci.invit@axiscap.in Investor grievance E-mail: complaints@axiscap.in Website: www.axiscapital.co.in Contact Person: Prashant Kolhe/Harish Patel SEBI Registration No.: INM000012029	**KFin Technologies Limited** Selenium Tower – B Plot No. 31 & 32, Gachibowli Financial District Nankramguda, Serilingampally Hyderabad 500 032 Tel: +91 40 6716 2222 Fax: +91 40 2343 1551 E-mail: einward.ris@kfintech.com Investor Grievance E-mail: warehouse.invit@kfintech.com Website: www.kfintech.com Contact Person: M. Murali Krishna SEBI Registration No.: INR000000221

This Draft Placement Memorandum is dated August 18, 2023.

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NOTICE TO ELIGIBLE INVESTORS

The statements contained in this Draft Placement Memorandum relating to the Trust and the Units are, in all material respects, true, correct, accurate, adequate and not misleading, to enable the investors to make an informed decision. The opinions and intentions expressed in this Draft Placement Memorandum with regard to the Trust and the Units are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions and information presently available with the Investment Manager, the Sponsor or both, as applicable. There are no other facts in relation to the Trust and the Units, the omission of which would, in the context of the Issue, make any statement in this Draft Placement Memorandum misleading in any material respect. Further, each of the Investment Manager and the Sponsor has made all reasonable enquiries to ascertain such facts and to verify the accuracy of all such information and statements disclosed in this Draft Placement Memorandum.

Neither the Lead Managers nor the Sponsor has separately verified any information (financial, legal or otherwise) contained in this Draft Placement Memorandum. Accordingly, the Lead Managers, the Sponsor nor any of its respective shareholders, employees, counsel, officers, directors, representatives, agents, associates or affiliates make any express or implied representation, warranty or undertaking, and accept no responsibility or liability as to the accuracy or completeness of the information contained in this Draft Placement Memorandum or any other information supplied in connection with the Issue or the distribution of the Units, other than in relation to themselves. Each Eligible Investor receiving the Placement Memorandum acknowledges that such person has not relied on any of the Lead Managers, or any financial, legal or other advisors to the Sponsor or any of its respective shareholders, employees, counsel, officers, directors, representatives, agents, associates or affiliates in connection with their investigation of the accuracy of such information or such person's investment decision. Each Eligible Investor must rely on its own examination of the Trust and the merits and risks involved in investing in the Units. Eligible Investors should not and shall not construe the contents of this Draft Placement Memorandum as legal, tax, accounting or investment advice. Each Eligible Investor acknowledges that in making an investment decision, such investor has relied solely on the information contained in the Placement Memorandum and the Final Placement Memorandum and not on any other disclosure or representation by the Investment Manager, the Project Manager, the Trustee, the Sponsor, the Lead Managers or any of their respective financial, legal or other advisors or any other party. Nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance of the Trust.

No person is authorized to give any information or to make any representation not contained in this Draft Placement Memorandum and any information or representation not so contained must not be relied upon as having been authorized by or on behalf of the Trust or by, or on behalf, of the Sponsor, the Investment Manager or the Lead Managers. The delivery of this Draft Placement Memorandum, at any time, does not imply that the information contained in it is correct as of any time subsequent to its date. This Draft Placement Memorandum contains a summary of some terms of certain documents which are qualified in their entirety by the terms and conditions of those documents. This Draft Placement Memorandum shall not be relied upon by, and the Investment Manager, the Trustee, the Sponsor, the Project Manager and/ or the Lead Managers shall not be liable to, any subsequent acquirer, transferee or investor of the Units.

The Placement Memorandum is personal to each Eligible Investor. The Units will be offered to Eligible Investors in India only.

The distribution of this Draft Placement Memorandum and the Placement Memorandum or the disclosure of its contents to any person, other than the Eligible Investors to whom it is addressed and those retained by such Eligible Investors to enable them to make a decision with respect to their purchase of the Units, is unauthorized and prohibited. Each Eligible Investor, by accepting delivery of this Draft Placement Memorandum and the Placement Memorandum, agrees to observe the foregoing restrictions and make no copies of this Draft Placement Memorandum and the Placement Memorandum or any other material in connection with the Issue or the Units.

Certain U.S. Matters

The Units have not been, and will not be, registered under the Securities Act or any other applicable state securities laws of the U.S. and, unless so registered, may not be offered or sold within the U.S. except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Units are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S, in each case in compliance with the applicable laws of the jurisdictions where those offers and sales occur. The Units are transferable only in accordance with the restrictions described under the section entitled "*Selling and Transfer Restrictions*" on page 198 of this Draft Placement Memorandum.

Each purchaser of the Units offered by the Placement Memorandum will be deemed to have made the representations, agreements and acknowledgments as described in this section entitled "*Notice to Investors – Representations by Eligible Investors"* on page 1 and in the section entitled "*Selling and Transfer Restrictions*" on page 198.

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH, OR APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") OR ANY STATE SECURITIES

COMMISSION IN THE U.S. OR ANY OTHER U.S. REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED ON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DRAFT PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE IN THE U.S.

Notice to Investors in certain other jurisdictions

The distribution of this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum and the issue of the Units in certain jurisdictions may be restricted by law. As such, this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum do not constitute, and may not be used for, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. In particular, no action has been taken by the Investment Manager or the Lead Managers which would permit an Issue of the Units or distribution of this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum in any jurisdiction, other than India. Accordingly, the Units may not be offered or sold, directly or indirectly, and neither this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum nor any Issue materials in connection with the Units be distributed or published in or from any country or jurisdiction that would require registration of the Units in such country or jurisdiction. Please see the section entitled "*Selling and Transfer Restrictions*" on page 198.

THE VALUE OF THE UNITS AND THE INCOME DERIVED FROM THEM MAY FLUCTUATE. THE UNITS ARE NOT OBLIGATIONS OF, DEPOSITS IN, OR GUARANTEED BY THE TRUST, THE TRUSTEE, THE SPONSOR, THE INVESTMENT MANAGER, THE LEAD MANAGERS OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSOCIATES OR AFFILIATES. AN INVESTMENT IN THE UNITS IS SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT THE VALUE OF THE UNITS AND THE INCOME DERIVED FROM THEM MAY FLUCTUATE. THE UNITS ARE NOT OBLIGATIONS OF, DEPOSITS IN, OR GUARANTEED BY THE TRUST, THE TRUSTEE, THE SPONSOR, THE INVESTMENT MANAGER, THE LEAD MANAGERS OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSOCIATES OR AFFILIATES. AN INVESTMENT IN THE ORDINARY UNITS IS SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED, FURTHER, LISTING OF THE UNITS ON THE STOCK EXCHANGE DOES NOT GUARANTEE A LIQUID MARKET FOR THE UNITS. INVESTORS HAVE NO RIGHT TO REQUEST THE TRUST, THE TRUSTEE, THE SPONSOR OR THE INVESTMENT MANAGER OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, COUNSEL, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, ASSOCIATES OR AFFILIATES TO REDEEM THEIR UNITS WHILE THE UNITS ARE LISTED, UNLESS OTHERWISE PERMITTED BY APPLICABLE LAW. THE PERFORMANCE OF ANY OF THE LISTED UNITS OF THE TRUST IS NOT NECESSARILY INDICATIVE OF THE FUTURE PERFORMANCE OF THE UNITS OF THE TRUST.

Representations by Eligible Investors

References herein to "you" or "your" is to each Eligible Investor in the Issue.

By purchasing, or subscribing to, Units pursuant to the Issue, you are deemed to have represented to the Trustee, the Investment Manager, the Sponsor, and the Lead Managers, and acknowledge and agree as follows:

1. You are an "Institutional Investor" as defined in Regulation 2(1)(ya) of InvIT Regulations or a "Body Corporate" as defined in Regulation 2(1)(d) of InvIT Regulations, and are eligible under applicable laws and regulations of India, and undertake (i) to acquire, hold, manage or dispose of any of the Units that are Allotted to you in accordance with InvIT Regulations, other applicable laws and entitled to acquire the Units under the laws of all relevant jurisdictions; and (ii) that you are entitled to acquire and have all necessary capacity and have obtained all necessary consents, governmental or otherwise and authorisations to enable you to commit to this participation in the Issue and to perform your obligations in relation thereto (including, without limitation, in the case of any person on whose behalf you are acting, all necessary consents and authorisations to agree to the terms set out or referred to in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum) and will honour such obligations; and (iii) to comply with all requirements under applicable laws in relation to filing and reporting obligations, if any, in this relation including making all necessary filings, in relation to the Issue and your investment in the Units, with appropriate governmental, statutory or regulatory authorities, including the RBI, as may be required, in accordance with applicable law, rules and regulations in India and in your respective jurisdiction, if applicable;

2. You agree to provide on request in a timely manner, and consent to the use and disclosure (including to any taxation or other regulatory authorities) of, any information or documentation in relation to yourself and, if and to the extent required, the direct or indirect beneficial ownership of your Units (if any), as may be necessary in terms of applicable law for the Trust (or the Trustee and its agents) and the Investment Manager to comply with

any regulatory obligations and/or prevent the withholding of tax or other penalties under FATCA, the CRS or other similar exchange of tax information regimes. You acknowledge and agree that you shall have no claim against the Trust (or the Trustee and its agents) and the Investment Manager for any losses suffered by you (including in relation to the direct or indirect beneficial ownership of your Units (if any)) as a result of such use or disclosure of such information or documentation to, any regulatory, governmental or statutory authority;

3. You are aware that the Units have not been, and will not be registered through a prospectus under the InvIT Regulations, or under any other law in force in India. This Draft Placement Memorandum is being, and the Placement Memorandum will be, submitted to SEBI, and no Units will be offered in India or overseas to the public or any members of the public in India or any other class of investors other than Institutional Investors and Bodies Corporate. This Draft Placement Memorandum shall be filed with the Stock Exchange and SEBI and would be displayed on the website of the SEBI and the Stock Exchange;

4. You confirm that, either: (i) you have not participated in or attended any investor meetings or presentations by the Trust or its agents ("**Presentations**") with regard to the Trust, the Units or the Issue; or (ii) if you have participated in or attended any Presentations, you understand and acknowledge that the Lead Managers or the Trustee may not have knowledge of the statements that the Trust, the Sponsor or their respective agents may have made at such Presentations and are therefore unable to determine whether the information provided to you at such Presentations may have included any material misstatements or omissions, and, you acknowledge that the Lead Managers, the Trustee (or its agents), the Investment Manager or the Sponsor have advised you not to rely in any way on any information that was provided to you at such Presentations;

5. None of the Sponsor, the Investment Manager, the Trustee, the Lead Managers or any of their respective shareholders, directors, officers, employees, counsel, representatives, agents or affiliates is making any recommendations to you or advising you regarding the suitability of any transactions it may enter into in connection with the Issue and that participation in the Issue is on the basis that you are not and will not, up to the Allotment, be a client of the Lead Managers. None of the Sponsor, the Trustee, the Investment Manager, the Lead Managers or any of their respective shareholders, employees, counsel, officers, directors, representatives, agents or affiliates have any duties or responsibilities to you for providing the protection afforded to their clients, or for providing advice in relation to the Issue and are in no way acting in a fiduciary capacity towards you;

6. All statements, other than statements of historical fact included in this Draft Placement Memorandum, including, without limitation, those regarding the Trust's financial position, business strategy, plans and objectives for future operations, the Investment Objectives, and the Projections of Revenue from Operations and Cash Flow from Operating Activities, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause actual results to be materially different from the results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on certain assumptions regarding the Trust's present and future business strategies and the environment in which the Trust will operate in the future. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Draft Placement Memorandum, and not to regard such statements to be a guarantee or assurance of our future performance or returns to investors. The Trust, the Trustee, the Sponsor, the Investment Manager and the Lead Managers, or any of their respective shareholders, directors, officers, employees, counsel, representatives, agents, associates or affiliates assume no responsibility to update any of the forward-looking statements contained in this Draft Placement Memorandum.;

7. You have read this Draft Placement Memorandum in its entirety, including, in particular, the section titled "*Risk Factors*" on page 52. Further, you will be provided with a serially numbered copy of the Placement Memorandum and will be deemed to have read the Placement Memorandum in its entirety, including, in particular, the section entitled "*Risk Factors*";

8. You are aware and understand that the Units are being offered only to Eligible Investors in India through the Placement Memorandum and the Final Placement Memorandum and are not being offered to the general public and the Allotment shall be on a discretionary basis;

9. You have made, or are deemed to have made, as applicable, the representations provided in the section titled "*Selling and Transfer Restrictions*" on page 198;

10. You (i) are not acquiring or subscribing for the Units as a result of any "directed selling efforts" (as defined in Regulation S) and (ii) are acquiring or subscribing for the Units in an "offshore transaction" as defined in, and in reliance on Regulation S and are not an affiliate of the Trust or the Lead Managers or a person acting on behalf of such affiliate;

11. The Units are being offered and sold outside the United States in an offshore transaction within the meaning of Regulation S and the applicable law of the jurisdictions in which those offers and sales occur.

12. You understand and agree that the Units are transferable only in accordance with the restrictions described in the section titled "*Selling and Transfer Restrictions*" on page 198, and you warrant that you will comply with such restrictions;

13. In making your investment decision, you have (i) relied on your own examination of the Trust, the Units and the terms of the Issue, including the merits and risks involved, (ii) made and will continue to make your own assessment of the Trust, the Units and the terms of the Issue based solely on the information contained in the Placement Memorandum, (iii) consulted your own independent advisors or otherwise have satisfied yourself concerning, without limitation, the effects of local laws, (iv) relied solely on the information contained in this Draft Placement Memorandum, the Placement Memorandum and the Final Placement Memorandum and no other disclosure or representation by the Sponsor or the Investment Manager or the Lead Managers or any of their respective financial, legal or other advisors or any other party; (v) received all information in this Draft Placement Memorandum and the Placement Memorandum that you believe is necessary or appropriate in order to make an investment decision in respect of the Trust and the Units, and (vi) relied upon your own investigation in deciding to invest in the Issue;

14. You have such knowledge and experience in financial, business and investment matters as to be capable of evaluating the merits and risks of an investment in the Units. You and any accounts for which you are subscribing to the Units, (i) are each able to bear the economic risk of the investment in the Units; (ii) will not, subject to the terms of the Placement Memorandum and the Final Placement Memorandum, look to any of the Investment Manager, the Trustee, the Sponsor or the Lead Managers or any of their respective shareholders, employees, counsel, officers, directors, representatives, agents or affiliates for all, or part, of any such loss or losses that may be suffered due to your investment in the Units; and (iii) are able to sustain a complete loss on the investment in the Units. You acknowledge that an investment in the Units involves a high degree of risk and that the Units are, therefore, a speculative investment. You are seeking to subscribe to the Units in the Issue for your own investment and not with a view to resell or distribute in any manner that could characterise you as an underwriter or a similar entity in any jurisdiction;

15. The Trustee, the Sponsor, the Investment Manager, the Lead Managers or any of their respective shareholders, directors, officers, employees, counsel, representatives, agents or affiliates have not provided you with any legal, financial or tax advice or otherwise made any representations regarding the tax consequences of the Units (including but not limited to, the Issue and the use of the proceeds of the Issue). You will obtain your own independent legal, financial or tax advice and will not rely on the Investment Manager, the Sponsor, the Trustee, the Lead Managers or any of their respective shareholders, employees, counsel, officers, directors, representatives, agents or affiliates or the Investment Manager when evaluating the tax consequences in relation to the Units (including but not limited to the Issue and the use of the proceeds of the Issue). You waive and agree not to assert any claim against the Lead Managers, the Sponsor, the Trustee, the Investment Manager or any of their respective agents or affiliates with respect to the tax aspects of the Units or the Issue or as a result of any tax audits by tax authorities, in relation to the Units and the Issue, wherever situated;

16. You are not the Trustee, or the Valuer or an employee of the Valuer involved in the valuation of the Warehouse SPV;

17. You are aware that (i) we have received in-principle approval from BSE dated [●], and (ii) the application for the final listing and trading approval will be made only after Allotment. There can be no assurance that the final approval for listing and trading of the Units will be obtained in a timely manner, or at all. The Trust, the Trustee, the Lead Managers, the Investment Manager or the Sponsor, shall not be responsible for any delay or non-receipt of such final approval (except to the extent prescribed under the InvIT Regulations) or any loss arising from such delay or non-receipt;

18. You shall not undertake any trade in the Units credited to your demat account until such time that the final listing and trading approval for the Units have been issued by the Stock Exchange;

19. The only information you are entitled to rely on, and on which you have relied, in committing yourself to acquire the Units is contained in the Placement Memorandum, such information being all that you deem necessary to make an investment decision in respect of the Units and that you have neither received nor relied on any other information given or representations, warranties or statements made by the Trustee, the Lead Managers, the Investment Manager or the Sponsor, and neither the Trustee, the Lead Managers, the Investment Manager nor the Sponsor will be liable for your decision to accept an invitation to participate in the Issue based on any other information, representation, warranty or statement that you have obtained or received;

20. You understand that the Units to be Allotted in this Issue will, when issued, be credited as fully paid and will rank *pari passu* in all respects with all other Units, including in respect of the right to receive all distributions declared, made or paid in respect of the Units after the Allotment. For details, please see the section titled "*Distribution*" on page 163;

21. You are eligible to Bid for, and hold, Units, so Allotted. Your holding after the Allotment of the Units shall not exceed the investment level permissible as per any applicable law and regulation;

22. You agree to indemnify and hold the Trustee, Investment Manager, the Sponsor and the Lead Managers harmless from any and all actual and direct costs, claims, liabilities and expenses (including legal fee and expenses) arising out of or in connection with any breach of the representations and warranties in this section;

23. The Trustee, the Investment Manager, the Sponsor, the Lead Managers, their respective shareholders, employees, counsel, offices, directors, representatives, agents or affiliates, will rely on the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Lead Managers on their own behalf and on behalf of the Trust, the Sponsor, the Investment Manager and the Trustee, and the same are irrevocable;

24. You are eligible to invest in India and in the Units under applicable law, and have not been prohibited by SEBI or any other statutory, regulatory or judicial authority from buying, selling or dealing in securities;

25. You understand that neither the Lead Managers, the Investment Manager, the Sponsor nor the Trustee has any obligation to purchase or subscribe to all, or any part, of the Units purchased by you in the Issue, or to support any losses directly or indirectly sustained or incurred by you for any reason whatsoever in connection with the Issue;

26. Any dispute arising in connection with the Issue will be governed by, and construed in accordance with, the laws of the Republic of India and the courts at Mumbai, Maharashtra shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Issue; and

27. You have made, or are deemed to have made, as applicable, the representations provided in this section and each of the representations, warranties, acknowledgements and agreements set out above shall continue to be true and accurate at all times, up to and including the Allotment of the Units in the Issue.

Available Information

The Investment Manager agrees to comply with any undertakings given by it from time to time in connection with the Units and, without prejudice to the generality of foregoing, shall furnish to the Unitholders all such information as may be required under the InvIT Regulations.

Disclaimer

This Draft Placement Memorandum does not, directly or indirectly, relate to any invitation, offer or sale of any securities, instruments or loans (including listed non-convertible debentures or bonds, if any) that may be issued by the Trust after the listing of the Units. Any person or entity investing in such issue or transaction by the Trust should consult its own advisors. Neither the Placement Agents, nor their associates or affiliates have any responsibility or liability for such issue or transaction by the Trust.

DEFINITIONS AND ABBREVIATIONS

This Draft Placement Memorandum uses the definitions and abbreviations provided below which you should consider when reading the information contained herein.

References to any legislation, act, regulations, rules, guidelines, circulars, notifications, clarifications or policies shall be to such legislation, act, regulations, rules, guidelines, circulars, notifications, clarifications or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made under that provision.

The words and expressions used in this Draft Placement Memorandum, but not defined herein shall have the meaning ascribed to such terms under the InvIT Regulations, the SEBI Act, the Depositories Act, and the rules and regulations made thereunder.

Notwithstanding the foregoing, the terms not defined but used in the sections titled "Statement of Tax Benefits" and "Legal and other Information" on pages 213 and 192, and the "Audited Combined Financial Statements", "Projections of Revenue and Operating Cash Flow", enclosed at Annexure A and Annexure B respectively, shall have the meanings ascribed to such terms in those respective sections.

In this Draft Placement Memorandum, unless the context otherwise requires, a reference to "we", "us" and "our" refers to the Trust and the Warehouse SPV, on a consolidated basis.

Trust Related Terms

Term	Description
Associate	Associate shall have the meaning under Regulation 2(1)(b) of the InvIT Regulations
Asset Purchase and Sale Agreement	The asset purchase and sale agreement dated August 17, 2023 entered into between the Sponsor and the Warehouse SPV
Auditors	Deloitte Haskins & Sells LLP, the statutory auditors of the Trust
Base Fees	The base fees payable by the Sponsor to in respect of the Warehouses which Warehouse SPV has agreed to provide pursuant to the WUA
Basic Services	Basic services in respect of the Warehouses which Warehouse SPV has agreed to provide pursuant to the WUA
Corporate Governance Framework	The corporate governance framework adopted by the Investment Manager on behalf of the Trust. For details, please see the section entitled "*Corporate Governance*" on page 109
Equity Shares	Equity shares of Warehouse SPV each having a face value ₹ 10 each
IM Board	The board of directors of the Investment Manager
"Indenture" or "Indenture of Trust"	The indenture of trust in relation to the Trust dated August 17, 2021 entered into between the Sponsor and the Trustee
Investment Management Agreement	The investment management agreement dated August 18, 2021 entered into between the Trust (acting through its Trustee) and the Investment Manager
Investment Manager or IIIML	Infinite India Investment Management Limited
Investment Objectives	The object and purposes of the Trust, as provided under the section entitled "*Overview of the Trust*" on page 19
"InvIT Assets" or "Trust Assets"	The assets owned by the Trust (held either directly or through the Trustee) including (a) equity shares of the holding companies/ special purpose vehicles; (b) other investments made in any security issued by the holding companies/ special purpose vehicles; (c) any loan extended to the holding companies/ special purpose vehicles, each of the foregoing made from the capital contributions received by the Trust and income earned by the Trust; (d) any other investments made from the capital contributions; (e) assets or properties held by the Trust and/or income earned by the Trust and any additions, accretions or reductions thereto (including properties of any kind whatsoever to which the same may be converted or varied from time to time); and (e) any cash or bank balances held by the Trust
InvIT Documents	The Indenture of Trust, the Investment Management Agreement, the Project Implementation and Management Agreement, any other document, letter or agreement, with respect to the Trust or the Units, executed for the purpose of the Trust, the offer documents and such other documents in connection therewith, as originally executed and amended, modified, supplemented or restated from time to time, together with the respective annexures, schedules and exhibits, if any
"InvIT" or "Trust"	Intelligent Supply Chain Infrastructure Trust
InvIT Loan	The loan availed by the Trust for an aggregate principal amount of ₹ 2,122.00 crore

Term	Description
InvIT Loan Agreement	The loan agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager (in its capacity as the investment manager of the Trust), Sikka Ports & Terminals Limited, and the Sponsor
Lease Agreements	Lease agreements, leave and license agreements, and sub-lease agreements entered into by the Warehouse SPV with the respective landlords in relation to the 31 Warehouses forming part of the Warehouse Assets
Lease Assignment Agreements	Lease assignment agreements entered into by the Warehouse SPV with the respective original lessee, licensor or sub-lessee, as the case may be, in relation to the 33 Warehouses forming part of the Warehouse Assets
Logistics Infrastructure	Various assets that are deployed at the Warehouses such as plant & equipment, fitments, apparatus, fixtures & fittings, other movable assets, and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouse that shall be acquired by the Warehouse SPV under the Asset Purchase and Sale Agreement. For details, see section entitled "*Related Party Transactions – Acquistion of the Warehouse SPV by the Trust – Asset Purchase and Sale Agreement*" on page 180
O&M Agreement	The operation and maintenance agreement for operation and maintenance of the Warehouse Assets, and for providing services in relation thereto dated August 17, 2023, entered into between the Project Manager, Warehouse SPV and RPPMSL
O&M Services	Operation and maintenance services in respect of as provided in the O&M Agreement
Optionally Convertible Preference Shares	The cumulative, optionally convertible, and participative preference shares of face value of ₹ 10 each issued by Warehouse SPV
Parties to the Trust	Collectively, the Sponsor, the Trustee, the Investment Manager and the Project Manager
Project Agreements	Collectively, the WUA, the O&M Agreement and the Project Execution Agreement
Project Execution Agreement	The project execution agreement for establishment of the Warehouse Assets dated August 17, 2023 entered into between Warehouse SPV, the Project Manager and RPPMSL
Project Implementation and Management Agreement	The project implementation and management agreement dated August 17, 2023, entered into amongst the Trustee, the Project Manager, the Investment Manager and the Warehouse SPV
Project Manager or JIMSL	Jio Infrastructure Management Services Limited
Projections of Revenue and Operating Cash Flow	Statement of Projections of ''Revenue from Operations' and 'Cash Flow from Operating Activities' and the basis and notes to these projections along with significant assumptions underlying the Projections and other explanatory information of the Trust on a consolidated basis for the years ending March 31, 2024, March 31, 2025 and March 31, 2026 along with the basis of preparation and other explanatory information and significant assumptions.
Proposed Trust Group	Collectively, the Trust and the Warehouse SPV
Related Parties	Related parties, as defined under Regulation 2(1)(zv) of the InvIT Regulations.
Reliance Retail	RRVL, together with its subsidiaries, joint ventures and associates
RIL	Reliance Industries Limited
RPPMSL / Contractor / Operator	Reliance Projects & Property Management Services Limited, being the contractor for the purposes of the Project Execution Agreement and the operator for the purposes of the O&M Agreement
Share Purchase Agreement	The share purchase agreement dated August 17, 2023 entered into between the Trust (acting through its Trustee), the Investment Manager, the Sponsor and Warehouse SPV for the acquisition of 100% of the outstanding equity share capital in Warehouse SPV by the Trust
Special Purpose Combined Financial Statements	Special purpose combined financial statements that comprise the carved out condensed financial statements pertaining to the Warehouse Assets in relation to the warehousing business of the Sponsor as at and for the years ended March 31, 2023 and March 31, 2022 and as at and for the period ended March 31, 2021 comprising the combined balance sheet and the related combined statements of profit and loss (including other comprehensive income), cash flow statements and statement of changes in equity and a summary of significant accounting policies and other explanatory information
Sponsor or RRVL	Reliance Retail Ventures Limited
Trust Loans	Collectively, Trust Loan-I and Trust Loan-II
Trust Loan-I	The term loan to be granted by the Trust to the Warehouse SPV for an aggregate principal amount of ₹ 2,928.00 crore

Term	Description
Trust Loan-II	The term loan to be granted by the Trust to the Warehouse SPV for an aggregate principal amount of ₹ 2,122.00 crore
Trust Loan-I Agreement	The facility agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager and the Warehouse SPV in relation to Trust Loan-I
Trust Loan-II Agreement	The facility agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager and the Warehouse SPV in relation to Trust Loan-II
Trust Loan Agreements	Collectively, Trust Loan-I Agreement and Trust Loan-II Agreement
Trustee	Axis Trustee Services Limited
Unitholder	Any person who owns any Unit of the Trust
Units	An undivided beneficial interest in the Trust, and all issued and Allotted Units together representing the entire beneficial interest in the Trust
Valuation Report	The valuation report dated August 17, 2023 issued by the Valuer, which sets out its opinion as to the fair enterprise value of the Warehouse SPV as on July 31, 2023
Valuer	BDO Valuation Advisory LLP
Warehouses	The 64 warehousing facility owned, leased or assigned in favour of the Warehouse SPV each of which meet the eligibility criteria of minimum 1,00,000 square feet and an investment of more than ₹ 25 crores specified under the Harmonized List.
Warehouse Assets	Warehouses and the related Logistics Infrastructure meeting the eligibility criteria under the Harmonized List that shall be used for carrying out the Warehousing Infrastructure Business by the Warehouse SPV.
Warehouse SPV	Intelligent Supply Chain Infrastructure Management Private Limited
"Warehouse Use Agreement" or "WUA"	Warehouse use agreement dated August 17, 2023 entered into between Sponsor and the Warehouse SPV. For details, see "*Summary of the Warehouse Agreements – Summary of the Warehouse Use Agreement*" on page 150
Warehousing Infrastructure Business	The business of setting up, operating, maintaining and managing warehouses and related assets and providing warehousing services to customers, in which the Warehouse SPV currently operates

Issue Related Terms

Term	Description
Allocated/ Allocation	The allocation of Units, to successful Bidders on the basis of the Application Form submitted by them, by the Investment Manager, in consultation with the Lead Managers
Allot/ Allotment/ Allotted	Unless the context otherwise requires, the issue and allotment of Units to successful Bidders, pursuant to the Issue
Allottees	Bidders to whom Units are issued and Allotted pursuant to the Issue
Application Form	The serially numbered form pursuant to which Eligible Investors shall submit a Bid for the Units in the Issue
Axis	Axis Capital Limited
Bid(s)	Indication of interest of an Eligible Investor, as provided in the Application Form, to subscribe for the Units at the Issue Price, in terms of the Placement Memorandum and the Application Form
Bid Amount	The amount payable by a Bidder for the number of Units Bid for at the Issue Price specified in this Draft Placement Memorandum
Bid/Issue Closing Date	[●], which is the last date up to which the Application Forms shall be accepted
Bid/Issue Opening Date	[●], which is the date on which the Application Forms shall be dispatched to Eligible Investors by the Registrar and the date from which, the Registrar shall accept Application Forms
Bid/Issue Period	Period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days, during which Eligible Investors can submit their Bids
Bid Lot	A minimum of [●] Units and in multiples of [●] Units thereafter
Bidder	Any Eligible Investor, who makes a Bid pursuant to the terms of the Placement Memorandum and the Application Form
Bodies Corporate	Bodies corporate as defined in Regulation 2(1)(d) of the InvIT Regulations, whether Indian or foreign
Business Day	Any day from Monday to Friday, excluding any public holiday
Cash Escrow Account	'No-lien' and 'non-interest bearing' account opened with the Escrow Collection Banks and in whose favour Bidders should transfer money through direct credit/NEFT/NECS/RTGS in respect of the Bid Amount when submitting a Bid

Term	Description
Cash Escrow Agreement	The cash escrow agreement dated [●] entered into amongst the Trust (acting through the Trustee), the Investment Manager, the Lead Managers and the Escrow Collection Bank for, among others, collection of the Bid Amounts and for remitting refunds, if any, of the amounts collected, to the Bidders
Client ID	Client identification number maintained with one of the Depositories in relation to a demat account
Closing Date	The date on which Allotment of Units pursuant to the Issue shall be made, i.e. on or about [●]
Demographic Details	Details of the Bidders, including the Bidder's address, name of the Bidder's father/husband, investor status, occupation and bank account details
Designated Date	The date of credit of Units to the Eligible Investors' demat accounts
Designated Stock Exchange	BSE Limited
Draft Placement Memorandum	This draft placement memorandum dated August 18, 2023 in relation to this Issue, to be filed with SEBI, and issued in accordance with the InvIT Regulations, which does not contain the complete particulars of the Issue, including any modifications, amendments, supplements, notices, corrections or corrigenda thereto
Eligible Investors	Institutional Investors and Bodies Corporate, whether Indian or foreign
Escrow Collection Bank	[●]
Final Placement Memorandum	The final placement memorandum dated [●] to be issued in relation to this Issue in accordance with the InvIT Regulations
Institutional Investors	Institutional investor as defined in Regulation 2(1)(ya) of the InvIT Regulations
I-Sec	ICICI Securities Limited
Issue	The issue of up to [●] Units at an Issue Price of ₹ [●] per Unit, aggregating up to ₹ 3,048.00 crore, to Eligible Investors on a private placement basis
Issue Expenses	Expenses in relation to the Issue
Issue Price	₹ [●] per Unit, being the price at which Units will be Allotted to successful Bidders in terms of the Placement Memorandum
Issue Proceeds	The proceeds of the Issue of up to ₹ 3,048.00 crore. For further details about the use of the Issue Proceeds, please see the section entitled "*Use of Proceeds*" on page 158
Issue Size	The issue of up to [●] Units aggregating up to ₹ 3,048.00 crore
Lead Managers	I-Sec and Axis
Minimum Bid Size	₹ 25.00 crore
Mutual Funds	Mutual funds registered with SEBI under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996
Placement Agreement	The placement agreement dated August 17, 2023 entered into among the Trust (acting through its Trustee), the Trustee, the Investment Manager, the Sponsor, the Project Manager and the Lead Managers
Placement Memorandum	The placement memorandum dated [●] to be issued in relation to this Issue in accordance with the InvIT Regulations
Qualified Institutional Buyers or QIB(s)	Qualified institutional buyers, as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations, which currently includes (i) a mutual fund, a VCF, an AIF and an FVCI registered with SEBI, (ii) an FPI, other than individuals, corporate bodies and family offices, (iii) a public financial institution as defined in section 2(72) of the Companies Act, 2013, (iv) a scheduled commercial bank as included in the second schedule to the Reserve Bank of India Act, 1934, (v) a multilateral and bilateral development financial institution, (vi) a state industrial development corporation, (vii) an insurance company registered with the IRDAI, (viii) a provident fund with minimum corpus of ₹ 250 crore, (ix) a pension fund with minimum corpus of ₹ 250 crore registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013, (x) National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the GoI published in the Gazette of India, (xi) insurance funds set up and managed by army, navy or air force of the Union of India, (xii) insurance funds set up and managed by the Department of Posts, India, and (xiii) systemically important non-banking financial companies.
Registrar and Unit Transfer Agent or Registrar	KFin Technologies Limited
Total Proceeds	The aggregate amount of the Issue Proceeds and the InvIT Loan, amounting to a total of ₹ 5,170.00 crore
Working Day	Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business

Technical and Industry Related Terms

Term	Description
Air Act	Air (Prevention and Control of Pollution) Act, 1981
Architect	Jayant Chheda & Associates
Architect Certificate	Certificate on total area in square feet for the Warehouses issued by the Architect dated August 17, 2023 attached as Annexure D to this Draft Placement Memorandum
CBRE	CBRE Logistics Advisory Services, the industry report provider
CBRE Report	A report titled '*India Industrial & Logistics Market Overview*' prepared by CBRE
Customs Act	Customs Act, 1962
EPA or Environment Protection Act	Environment Protection Act, 1986
Environment Protection Rules	Environment (Protection) Rules, 1986
EXIM	Export-Import
Hazardous Waste Rules	Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008

Abbreviations

Term	Description
AIF	Alternative Investment Fund as defined in and registered with SEBI under the SEBI AIF Regulations
BSE	BSE Limited
CAN	Confirmation of Allocation Note
CCI	Competition Commission of India
CDMA	Code Division Multiple Access
CDSL	Central Depository Services (India) Limited
CGU	Cash Generating Units
CIN	Corporate Identity Number
Civil Code	The Code of Civil Procedure, 1908
Companies Act	Companies Act, 1956 and the Companies Act, 2013, as applicable
Companies Act, 1956	Companies Act, 1956 (without reference to the provisions thereof that have ceased to have effect upon notification of the sections of the Companies Act, 2013) along with the relevant rules made thereunder
Companies Act, 2013	Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections, along with the relevant rules, regulations, clarifications, circulars and notifications issued thereunder
Competition Act	Competition Act, 2002
Consolidated FDI Policy	Consolidated Foreign Direct Investment Policy notified by the DPIIT under D/o IPP F.No. 5(2)/2020 dated October 15, 2020, effective from October 15, 2020
CARE	CARE Ratings Limited
Depository	A depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018
Depositories Act	Depositories Act, 1996
Depository Participant	A depository participant as defined under the Depositories Act
DIN	Director Identification Number
ECB Master Directions	The master directions issued by the Reserve Bank of India on External Commercial Borrowings, Trade Credits and Structured Obligations dated March 26, 2019
ECR	Energy Consumption Rating
FBIL	Financial Benchmark India Private Limited
FEMA	Foreign Exchange Management Act, 1999, read with rules and regulations thereunder
FEMA Rules	Foreign Exchange Management (Non-debt Instruments) Rules, 2019
Financial Year or Fiscal Year or Fiscal	Period of 12 months ended March 31 of that particular year, unless otherwise stated
FPI	Foreign portfolio investors
FVCI	Foreign venture capital investors, as defined under the SEBI FVCI Regulations
GAAR	General Anti-Avoidance Rules
GoI or Government	Government of India
GSM	Global System for Mobile communication
GST	Goods and Services Tax
Harmonized List	The updated harmonized master list of infrastructure sub-sectors notified by the Ministry of Finance by circular F.No.13/1/2017-INF, as amended from time to time,

Term	Description
	which includes the logistics infrastructure sector. This sector includes warehousing facility with a minimum investment of ₹ 25 crore and minimum area of 1,00,000 square feet.
ICAI	Institute of Chartered Accountants of India
IFRS	International Financial Reporting Standards
Ind AS	Companies (Indian Accounting Standards) Rules, 2015
Indian GAAP	Generally Accepted Accounting Principles in India
Indian GAAS	Generally Accepted Auditing Standards in India
InvIT	Infrastructure Investment Trust
InvIT Regulations	Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, read with the 'Master Circular for Infrastructure Investment Trusts (InvITs)' dated July 6, 2023 issued by SEBI bearing reference no. SEBI/HO/DDHS-PoD-2/P/CIR/2023/115, as amended
IRDAI	Insurance Regulatory and Development Authority of India
IT Act	The Income Tax Act, 1961
MCA	Ministry of Corporate Affairs
MoA	Memorandum of Association
MoEF	Ministry of Environment, Forest and Climate Change
NACH	National Automated Clearing House
NASD	National Association of Securities Dealers
NDCF	Net distributable cash flows available for distribution
NCLAT	The National Company Law Appellate Tribunal, New Delhi
NCLT	The National Company Law Tribunal, Ahmedabad Bench
NECS	National Electronic Clearing Services
NEFT	National Electronic Funds Transfer
Notified Sections	The sections of the Companies Act, 2013 that were notified by the Ministry of Corporate Affairs, Government of India
NSDL	National Securities Depository Limited
NSE	The National Stock Exchange of India Limited
PAN	Permanent Account Number
RBI	Reserve Bank of India
Regulation S	Regulation S under the Securities Act
RoC	Registrar of Companies
Rs./Rupees/INR/₹	Indian Rupees
RTGS	Real Time Gross Settlement
SCRA	Securities Contracts (Regulation) Act, 1956
SCRR	Securities Contracts (Regulation) Rules, 1957
SCR (SECC) Regulations	Securities Contract (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2018
SEBI	Securities and Exchange Board of India
SEBI Act	The Securities and Exchange Board of India Act, 1992
SEBI AIF Regulations	Securities and Exchange Board of India (Alternative Investments Funds) Regulations, 2012
SEBI FPI Regulations	Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019
SEBI FVCI Regulations	Securities and Exchange Board of India (Foreign Venture Capital Investors) Regulations, 2000
SEBI ICDR Regulations	Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018
SEBI Listing Regulations	Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended
SEBI VCF Regulations	Securities and Exchange Board of India (Venture Capital Funds) Regulations, 1996
Securities Act	U.S. Securities Act of 1933, as amended
Securities Exchange Act	U.S. Securities Exchange Act of 1934, as amended
U.S./USA/United States	United States of America
USD/US$	United States Dollars
VCF	Venture capital funds as defined under the SEBI VCF Regulations

PRESENTATION OF FINANCIAL DATA AND OTHER INFORMATION

Certain Conventions

All references in this Draft Placement Memorandum to "India" are to the Republic of India and all references to the "U.S.", or the "United States" are to the United States of America..

Unless stated otherwise, all references to page numbers in this Draft Placement Memorandum are to the page numbers of this Draft Placement Memorandum.

Financial Data

The Trust was settled as a trust on August 17, 2021, and shall acquire 100% of the equity share capital of the Warehouse SPV on the closure of the Issue and immediately prior to the Allotment of Units in the manner described in the Share Purchase Agreement.

Unless stated otherwise, the financial information in this Draft Placement Memorandum is derived from the Special Purpose Combined Audited Financial Statements attached as Annexure A to this Draft Placement Memorandum.

The Special Purpose Combined Financial Statements have been prepared in accordance with Guidance Note on Reports in Company Prospectuses (Revised 2019), and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India (the "**Guidance Notes**") using the recognition and measurement principles of Indian Accounting Standards as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 read with Section 133 of the Companies Act, 2013 ("**Ind AS**") and other generally accepted accounting principles and other relevant provisions relating to disclosures required as per the InvIT Regulations. For further details, please see the section entitled "*Special Purpose Combined Financial Statements*" at Annexure A.

Further, this Draft Placement Memorandum includes projections of revenue and operating cash flows of the Trust on a consolidated basis for the financial years ended March 31, 2024, March 31, 2025 and March 31, 2026, prepared in accordance with Standard on Assurance Engagement 3400, 'The Examination of Prospective Financial Information', issued by the Institute of Chartered Accountants of India (the "**Projections of Revenue and Operating Cash Flow**"). For further details, please see "*Projections of Revenue and Operating Cash Flow*" as Annexure B.

Further, this Draft Placement Memorandum includes summary of the (i) audited financial statements of the Sponsor, as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, prepared in accordance with Ind AS and the Companies Act; (ii) audited standalone financial statements of the Investment Manager, for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, prepared in accordance with Ind AS and the Companies Act; and (iii) audited standalone financial statements of the Warehouse SPV for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, prepared in accordance with Ind AS and the Companies Act . For further details, please see the sections entitled "*Summary Financial Information of the Sponsor*" and "*Summary Financial Information of the Investment Manager*" on pages 31 and 36, respectively.

The financial year for the Trust, the Sponsor, the Investment Manager and the Warehosue SPV, commences on April 1 and ends on March 31 of the next year, and accordingly, all references to a particular financial year or fiscal year, for each of the Trust, the Sponsor, the Investment Manager and the Warehouse SPV, unless stated otherwise, are to the 12-month period ended on March 31 of that year.

The degree to which the financial information included in this Draft Placement Memorandum will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting policies and practices, the Companies Act, the Indian GAAP, Ind AS and the InvIT Regulations. The Investment Manager has not attempted to explain these differences or quantify their impact on the financial data included in this Draft Placement Memorandum, and it is urged that you consult your own advisors regarding such differences and their impact on our financial data. Any reliance by persons not familiar with Indian accounting policies and practices on the financial disclosures presented in this Draft Placement Memorandum should accordingly be limited.

In this Draft Placement Memorandum, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off. All figures and percentage figures have been rounded off to two decimal places. However, where any figures may have been sourced from third-party industry sources, such figures may be rounded-off to such number of decimal points as provided in such respective sources.

Currency and Units of Presentation

All references to:

- "Rupees" or "₹" or "INR" or "Rs." are to Indian Rupees, the official currency of the Republic of India; and

- "USD" or "US$" or "$" or "U.S. dollars" are to United States Dollars, the official currency of the United States.

Except as otherwise specified, certain numerical information in this Draft Placement Memorandum has been presented in "crore" units. One crore represents 1,00,00,000.

Unless the context requires otherwise, any percentage amounts, in relation to us as set forth in this Draft Placement Memorandum, have been calculated on the basis of the Special Purpose Combined Financial Statements, and the summary financial statements of (i) each of the Sponsor; and (ii) the Investment Manager.

Exchange Rates

This Draft Placement Memorandum contains conversion of certain other currency amounts into Indian Rupees. 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.

The following table sets forth, for the periods indicated, information with respect to the exchange rate between the Rupee and the US$:

(in ₹ per US$)

Currency	As of March 31, 2023	As of March 31, 2022	As of March 31, 2021
1 US$	82.21	75.80	73.50

Source: https://www.nseindia.com/report-detail/rbi-reference-rate-statistics

Industry and Market Data

Unless stated otherwise, industry and market data used in this Draft Placement Memorandum has been obtained or derived from publicly available information, publications of the Government, the report entitled "India Industrial & Logistics Market Overview" prepared by CBRE and other sources. The CBRE Report provides an independent estimation of the warehousing infrastructure sector and the logistics in India, which is based on historical data and certain assumptions. The CBRE Report is subject to the following disclaimer:

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Such information has not been independently verified by us, the Sponsor, the Lead Managers, or their respective affiliates or legal, financial or other advisors, and no representation is made as to the accuracy of such information. The industry and market data provided in this Draft Placement Memorandum is presented as of specific dates and may no longer be current or reflect current trends.

For further details, please see the section entitled "*Risk Factors – This Draft Placement Memorandum contains information from the CBRE Report. The accuracy of statistical and other information with respect to the warehousing infrastructure sector and the logistics which are based on certain bases, estimates and assumptions that are subjective in nature, cannot be guaranteed*" on page 58 of this Draft Placement Memorandum.

Industry publications generally state that the information contained in such publications has been obtained from various sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Accordingly, no investment decisions should be based solely on such information. The data used in these sources may have been re-classified for the purposes of presentation. Data from these sources may also not be comparable. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors, including those disclosed in the section entitled "*Risk Factors*" on page 52. Accordingly, investment decisions should not be based solely on such information.

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

Valuation

The Valuation Report, prepared by the Valuer, was commissioned by the Investment Manager for the purposes of the Issue.

Credit Rating

The Trust and the Warehouse SPV shall obtain credit ratings from the credit rating agencies, prior to the filing of the Placement Memorandum.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Draft Placement Memorandum that are not statements of historical fact constitute "forward-looking statements". Investors can generally identify forward-looking statements by terminology such as "aim", "anticipate", "believe", "continue", "can", "could", "estimate", "expect", "intend", "likely", "may", "objective", "plan", "potential", "project", "pursue", "shall", "should", "will", "would", or other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans or goals of the Trust are also forward-looking statements. However, these are not the exclusive means of identifying forward-looking statements.

All statements regarding the Trust's expected financial conditions, results of operations, business plans and prospects are forward-looking statements. These forward-looking statements include statements as to the Trust's business strategy, planned projects, revenue and profitability (including, without limitation, any financial or operating projections or forecasts), new business and other matters discussed in this Draft Placement Memorandum that are not historical facts. These forward looking statements and any other projections contained in this Draft Placement Memorandum (whether made by the Trustee, Investment Manager or any third party), are predictions and involve known and unknown risks, uncertainties, assumptions and other factors that may cause the Trust's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements or other projections. Further, this Draft Placement Memorandum also includes the "*Projections of Revenue and Operating Cash Flow*" as Annexure B.

The Valuation Report included in this Draft Placement Memorandum, is based on certain projections and accordingly, should be read together with assumptions and notes thereto. For further details, please see the "*Valuation Report*" attached as Annexure C.

Actual results may differ materially from those suggested by forward-looking statements and financial projections due to certain known or unknown risks or uncertainties associated with the Investment Manager's expectations with respect to, but not limited to, the actual growth in the infrastructure sector, the Investment Manager's ability to successfully implement the strategy, growth and expansion plans, technological changes, cash flow projections, exposure to market risks, general economic and political conditions in India, monetary and fiscal policies of India, inflation, deflation, foreign exchange rates, performance of financial markets in India or globally, changes in domestic laws, regulations and taxes, changes in competition in the infrastructure sector, the outcome of any legal or regulatory proceedings and the future impact of new accounting standards. By their nature, certain of the market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or impact on net income could materially differ from those that have been estimated.

Factors that could cause actual results, performance or achievements of the Trust to differ materially include, but are not limited to, those discussed under the sections entitled "*Risk Factors*", "*Industry Overview*", "*Our Business*" and "*Management's Discussion and analysis of the financial condition and results of operations*", on pages 52, 122, 141 and 166, respectively. Some of the factors that could cause the Trust's actual results, performance or achievements to differ materially from those in the forward-looking statements, financial projections and financial information include, but are not limited to, the following:

- RRVL is expected to contribute substantially towards all of the Warehouse SPV's revenues. Accordingly, the Warehouse SPV's results of operations and financial condition are linked to those of RRVL. As a result, any and all the factors that may adversely affect the business of RRVL would adversely and materially affect the results of operations and financial condition of the Warehouse SPV. Further, any delay in payments from RRVL would materially and adversely affect the Warehouse SPV's cash flows and distributions to our Unitholders;

- Our results may be adversely affected by future unforeseen events, such as the outbreak of the Novel Coronavirus ("COVID-19"), or a similar outbreak, adverse weather conditions, natural disasters, civil disturbances, terrorist attacks or threats, future epidemics or pandemics or other catastrophic events ;

- Termination of our leases or inability to renew and maintain our leasing agreements with the landlords would materially and adversely affect our business, operations and financial position;

- Competition in the warehousing and supply chain industry may create pricing pressures that materially and adversely affect us; and

- Failure to comply with, safety, health and environmental laws and regulations in India applicable to our business or adverse changes in such applicable laws and regulations, may materially and adversely affect our business.

The forward-looking statements, Projections of Revenue and Operating Cash Flow, Valuation Report and Architect's Certificate reflect current views as of the dates specified therein and are not a guarantee of future performance or returns to Bidders. These statements and projections are based on certain beliefs and assumptions, which in turn are based on currently available information. Although the Investment Manager and the Sponsor believe that the expectations and the assumptions upon which such forward-looking statements are based, are reasonable at this time, none of the Investment Manager or the Sponsor can assure Bidders that such expectations will prove to be correct or accurate.

In accordance with the InvIT Regulations, the assumptions underlying the Projections of Revenue and Operating Cash Flow have been examined by the Auditors. The Projections of Revenue and Operating Cash Flow have been prepared for inclusion in this Draft Placement Memorandum for the purposes of this Issue, using a set of assumptions that include hypothetical assumptions about future events and management's actions that are not necessarily expected to occur, and have been approved by the IM Board. Consequently, Bidders are cautioned that the Projections of Revenue and Operating Cash Flow may not be appropriate for purposes other than that described above. In any event, these statements speak only as of the date of this Draft Placement Memorandum or the respective dates indicated in this Draft Placement Memorandum.

The Trust, the Investment Manager, the Sponsor and the Lead Managers or any of their affiliates or advisors (financial, legal or otherwise), undertake no obligation to update or revise any of statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, whether as a result of new information, future events or otherwise after the date of this Draft Placement Memorandum. If any of these risks and uncertainties materialize, or if any of the Investment Manager's underlying assumptions prove to be incorrect, the actual results of operations or financial condition or cash flow of the Trust could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to the Trust are expressly qualified in their entirety by reference to these cautionary statements. Given these uncertainties, Bidders are cautioned not to place undue reliance on such forward-looking statements and financial projections, and not to regard such statements to be a guarantee or assurance of the Trust's future performance or returns to investors.

THE ISSUE

The following is a general summary of the terms of this Issue. This summary should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Draft Placement Memorandum:

Issue	Initial Offer by way of fresh issue up to [●] Units aggregating up to ₹3,048.00 crore
Issue Price	₹ [●]
Minimum Bid Size	₹ 25.00 crore
Bid/Issue Opening Date	[●]
Bid/Issue Closing Date	[●]
Sponsor	Reliance Retail Ventures Limited
Trustee	Axis Trustee Services Limited
Investment Manager	Infinite India Investment Management Limited
Project Manager	Jio Infrastructure Management Services Limited
Eligible Investors	Institutional Investors and Bodies Corporate Indian or foreign, subject to applicable law
Authority for this Issue	This Issue was authorised, and approved by the IM Board on August 17, 2023
Tenure of the Trust	The Trust shall remain in force for 99 years or until it is dissolved or terminated in accordance with the Indenture of Trust. For details, please see the section entitled "*Parties to the Trust*" on page 79
Units issued and outstanding as of the date of this Draft Placement Memorandum	As of the date of this Draft Placement Memorandum, there are no issued and outstanding Units.
Units issued and outstanding immediately after this Issue	Up to [●] Units
Sponsor Units immediately after this Issue	Up to [●] Units The Units held by the Sponsor shall rank *pari passu* with, and have the same rights as the Units to be Allotted to other Bidders pursuant to this Issue. The Units to be held by the Sponsor have been Allotted to the Sponsor pursuant to the resolution of the IM Board dated [●].
Distribution	Please see the section entitled "*Distribution*" on page 163
Indian Taxation	Please see the section entitled "*Statement of Tax Benefits"* on page 213
Use of Proceeds	Please see the section entitled "*Use of Proceeds*" on page 158
Listing	Prior to this Issue, there has been no market for the Units. The Units are proposed to be listed on BSE. In-principle approval for listing of the Units have been received from BSE on [●]. The Investment Manager shall apply to the BSE for the final listing and trading approval, after the Allotment and the credit of the Units to the demat account of the Allottees.
Designated Stock Exchange	BSE
Closing Date	The date on which Allotment of the Units pursuant to this Issue shall be made, i.e. on or about [●].
Ranking	The Units being issued shall rank *pari passu* in all respects, including rights in respect of distribution. Please see the sections entitled *"Rights of Unitholders"* and "*Information Concerning the Units*" on pages 200 and 157.
Lock-in and Rights of Unitholders	For details, please see the sections entitled "*Information Concerning the Units*" and "*Rights of Unitholders*" on pages 157 and 200, respectively
Risk Factors	Prior to making an investment decision, Bidders should consider carefully read the matters discussed in the section entitled *"Risk Factors*" on page 52.

The Issue is a private placement of Units under Regulation 14(2) of the InvIT Regulations. The Units will be listed within six Working Days from the Bid/Issue Closing Date, or such other timeline as may be prescribed under the InvIT Regulations. Upon listing of the Units on the Designated Stock Exchange, the Units shall be traded only on the dematerialized segment of the Designated Stock Exchange.

In accordance with the InvIT Regulations, no Unitholder shall enjoy superior voting or any other rights over another Unitholder. Further, there shall not be multiple classes of Units. However, in the future, the Trust may issue subordinate units of the Trust only to the Sponsor and its Associates, in compliance with the InvIT Regulations and Indenture of Trust, where such subordinate units of the Trust shall carry only inferior voting or other rights compared to the Units.

No person connected with the Issue, including any person connected with the distribution of this Draft Placement Memorandum, shall offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any person for making an application for Allotment of the Units.

For further details in relation to this Issue, including the method of application, please see the section entitled "*Issue Information*" on page 205.

OVERVIEW OF THE TRUST

The following overview is qualified in its entirety by, and is subject to, the more detailed information contained in, or referred to elsewhere, in this Draft Placement Memorandum. The statements contained in this summary that are not historical facts may be forward-looking statements. Such statements are subject to certain risks, uncertainties and assumptions that could cause actual results of the Trust to differ materially from those forecasted or projected in this Draft Placement Memorandum. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction of the accuracy of the underlying assumptions by the Trust, the Parties to the Trust or the Lead Managers or any other person or that these results will be achieved or are likely to be achieved. Investment in Units involves risks. Bidders are advised not to rely solely on this overview, however, should read this Draft Placement Memorandum in its entirety and, in particular, the section entitled "Risk Factors" on page 52.

Structure and description of the Trust

The Sponsor set up the Trust on August 17, 2021, as an irrevocable trust under the provisions of the Indian Trusts Act, 1882. The Trust was registered as an infrastructure investment trust under the InvIT Regulations on February 27, 2023 having registration number IN/InvIT/22-23/0024. The Sponsor has settled the Trust for an initial sum of ₹ 10,000 (the "**Initial Contribution**") and shall not have any beneficial interest in the Initial Contribution. The Initial Contribution shall not be distributed to Sponsor under any circumstances.

For details of the registered office and contact person of the Sponsor, please see the section entitled *"General Information"* on page 75.

Infinite India Investment Management Limited has been appointed as the Investment Manager, and Jio Infrastructure Management Services Limited has been appointed as the Project Manager to the Trust. The Project Manager, the Investment Manager and the Warehouse SPV have entered into the Project Implementation and Management Agreement. For further details, please see the section entitled "*Parties to the Trust*" on page 79.

Investment Objectives

The objective of the Trust is to carry on the activities of an infrastructure investment trust, as permissible under the InvIT Regulations, to raise resources and make investments in accordance with the InvIT Regulations and to carry on the activities of all incidental and ancillary matters thereto.

The Investment Objectives of the Trust includes the following:

(a). to raise funds in accordance with applicable law, for purpose of attaining the object and purpose of the Trust;

(b). to make investments or re-investments in accordance with the InvIT Documents and applicable law;

(c). to park amounts held by the Trust pending investment or distribution, or as a reserve of the Trust's anticipated obligations, in temporary short term investments such as high-grade money market instruments, short term deposits with banks and financial institutions and debt based market funds to the extent permitted under the InvIT Regulations;

(d). to make distributions to the Unitholders in the manner set out in the Indenture of Trust; and

(e). to do all other things necessary and conducive to the attainment of the Investment Objective of the Trust, through agents or other delegates (including the Investment Manager).

The Trust, through the Trustee or the Investment Manager (as applicable), is entitled to do all other things necessary or conducive to the attainment of the objectives and the Investment Objective, as is reasonably practicable, subject to the provisions of the InvIT Regulations.

Subject to, and as contemplated in, the InvIT Regulations and the InvIT Documents, the Trust may invest amounts held by it pending investments, distributions, as a reserve or any other permitted use of the Trust Assets in short-term investments, through such instruments, as may be permitted under the InvIT Regulations.

The Trustee shall ensure that at all times during the term of the Trust, the utilisation of the InvIT Assets and the activities of the Trust shall comply with the provisions of the InvIT Documents and applicable laws. The Trustee shall ensure that the Trust shall not carry on any other business or trade, in contradiction of the restrictions and requirements under applicable law.

Fee and expenses

Annual Expenses

The expenses in relation to the Trust, other than such expenses incurred in relation to operations of the Warehouse SPV, would broadly include fee payable to: (i) the Trustee; (ii) the Investment Manager; (iii) the Project Manager; (iv) the Auditors; (v) the Valuer; and (vi) other intermediaries and consultants.

The estimated recurring expenses on an annual basis (exclusive of out of pocket expenses, taxes and escalations), including but not limited to, are as follows:

(₹ in crore)

Payable by the Trust	Estimated Expenses
Fee payable to the Valuer	1.00
Fee payable to the Auditors	1.00
Fee payable to Trustee	1.00
Fee payable to Investment Manager	2.00
Fee payable to Project Manager	2.00
Fee payable to the Registrar, Depositories, credit rating agencies and other intermediaries and Stock Exchange	1.00

Details of credit ratings

The Trust and the Warehouse SPV shall obtain credit ratings from the credit rating agencies, prior to the filing of the Placement Memorandum.

FORMATION TRANSACTIONS IN RELATION TO THE TRUST

Details of arrangement pertaining to the Trust

The Trust's Assets primarily comprises of its investment and loan extended to the Warehouse SPV. The details of the Warehouse SPV as of the date of this Draft Placement Memorandum are provided below:

Intelligent Supply Chain Infrastructure Management Private Limited

The Warehouse SPV was originally incorporated as 'Jio Digital Cableco Private Limited' on October 16, 2018 and certificate of incorporation was issued by the RoC. The name of the Warehouse SPV was changed to 'Intelligent Supply Chain Infrastructure Management Private Limited' and a fresh certificate of incorporation was issued by the RoC on August 26, 2021 under the Companies Act, 2013 (CIN U6300MH2018PTC315798). Its registered office is located at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai, Maharashtra 400 021, India. The authorised capital of Warehouse SPV is ₹1,05,00,000 (divided into 10,40,000 equity shares of ₹10 each and 10,000 preference shares of ₹10 each) and its issued, subscribed and paid-up capital is ₹1,01,00,000 (divided into 10,10,000 equity shares of ₹10 each), as at the date of this Draft Placement Memorandum.

On Closing Date (*as defined in the Share Purchase Agreement*), the Trust, acting through the Trustee, shall acquire 100% of the issued and paid-up equity share capital of the Warehouse SPV. For further details, please see the section entitled, "*Related Party Transactions*" on page 179.

Capital structure of the Warehouse SPV

The shareholding pattern of the Warehouse SPV as at the date of this Draft Placement Memorandum is provided below:

S. No.	Name of the Equity Shareholder	Number of Equity Shares	Shareholding (in %)
1.	Reliance Retail Ventures Limited	10,09,994	99.99
2.	Ashwin Ahamendra Khasgiwala*	1	Negligible
3.	Rajendra Madhav Kamath*	1	Negligible
4.	Hetal Rathod*	1	Negligible
5.	Rohit C. Shah*	1	Negligible
6.	Sridhar Kothandaraman*	1	Negligible
7.	Venkatachalam Subramaniam*	1	Negligible
	Total	**10,10,000**	**100.00**

**As a nominee shareholder of Reliance Retail Ventures Limited.*

Utilisation of Issue Proceeds and the InvIT Loan

Upon the Allotment of the Units, the Trust shall utilize the Issue Proceeds, net of Issue Expenses towards (a) acquisition of equity shares of the Warehouse SPV, in accordance with the terms of the Share Purchase Agreement; and (b) providing the Trust Loan-I to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in terms of the Asset Purchase and Sale Agreement.

The Trust shall utilise the InvIT Loan for providing the Trust Loan-II to the Warehouse SPV, for the purpose of acquisition of the Logistics Infrastructure, in terms of the Asset Purchase and Sale Agreement.

The key terms of the Trust Loan Agreements are provided below:

1. **Trust Loan – I Agreement**:

Warehouse SPV has entered into a loan agreement dated August 17, 2023 (the "**Trust Loan-I Agreement**") with the Trust for a term loan of ₹ 2,928.00 crore. The key provisions contained in the Trust Loan-I Agreement are specified below:

Parameter	Description
Borrower	Intelligent Supply Chain Infrastructure Management Private Limited
Lender	Intelligent Supply Chain Infrastructure Trust
Facility	Term loan of ₹2,928.00 crore
Final Repayment Date	30 years from the first drawdown date
Final Settlement Date	The date on which all amounts owed to the Trust by the Warehouse SPV pursuant to the terms of the Trust Loan – I Agreement have been discharged in full (the "**Final Settlement Date**")
Interest Rate	Staggered interest rate, in accordance with the terms of the Trust Loan-I Agreement

Parameter	Description
Interest Payment Date	The last day of each month falling after the Closing Date and in the event such last day is not a Business Day, then the immediately preceding Business Day. Provided that, in the event, the Drawdown Date (including in the case of the first Drawdown Date) occurs during the 15 days preceding the close of a month, the first Interest Payment Date in relation to such Drawdown (including in the case of the first Drawdown) shall occur on the last day of the subsequent month.
General Undertaking	The following undertakings, amongst others, have been provided by the Warehouse SPV under the Trust Loan – I Agreement, and shall remain in force from the date of the Trust Loan – I Agreement until the Final Settlement Date: (i). Warehouse SPV shall promptly: (a). obtain, comply with and do all that is necessary to maintain in full force and effect; and (b). supply certified copies to the Trust of, any authorisation required to enable the Warehouse SPV to perform its obligations under the Trust Loan – I Agreement and to ensure the legality, validity, enforceability or admissibility in evidence in the jurisdiction of its incorporation of the Trust Loan – I Agreement. (ii). Warehouse SPV shall comply in all material respects with applicable laws, and shall make all such statutory filings and other compliances required to be made by it as per applicable laws. (iii). Except as permitted by the Trust or in the ordinary course of business, the Warehouse SPV shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of its assets or property. (iv). Warehouse SPV shall procure that no substantial change is made to the general nature of of its business from that carried on at the date of the Trust Loan – I Agreement. (v). Warehouse SPV not voluntarily suspend all or substantially all of its activities pertaining to its business that is carried on at date of the Trust Loan – I Agreement. (vi). Warehouse SPV shall pay and discharge, on or prior to the due date, all material governmental claims and all material central, state, local and foreign Taxes, assessments, charges and levies made or raised against Warehouse SPV, unless the Warehouse SPV has with the approval of its board of directors contested such taxes and levies in good faith before a competent court/tribunal within the applicable limitation period. (vii). Warehouse SPV shall furnish to the Trust an end use certificate from an independent chartered accountant within 30 days from the date of disbursement of the Trust Loan – I in accordance with the terms of the Trust Loan – I Agreement. (viii). Warehouse SPV shall as and when required by the Lenders with prior written notice of three business days, permit and make suitable arrangements for the representatives of the Lenders to have right to inspect its offices and to examine its books of account; and (ix). Warehouse SPV shall not induct any person who has been identified as a wilful defaulter by RBI or appears in CIBIL's defaulter list or the caution list issued by RBI/ ECGC / Director General of Foreign Trade as its director or key managerial person.
Negative Covenants	Pursuant to the Trust Loan – I Agreement, Warehouse SPV shall not undertake certain actions, including: (i). during the tenor of Trust Loan – I Agreement, undertake/permit any change in its ownership, control and/or management other than as set our or permitted under the SHOA; (ii). the Warehouse SPV shall not, except with prior permission in writing from the Trust: (a). take any action to cancel or terminate Trust Loan – I Agreement (other than any scheduled termination thereof); (b). sell, assign or otherwise dispose of any part of its interest in the Trust Loan- I Agreement, other than as per the terms of the Trust Loan – I Agreement and the SHOA; or (c). petition, request or take any other legal or administrative action that seeks, or may be expected in the opinion of the Trust, to rescind, terminate or suspend the Trust

Parameter	Description
	Loan – I Agreement. (iii). carry out any amendments or alterations to its constitutional documents that are adverse to the interest of the Trust, without the prior written approval of the Trust or except as otherwise provided under the Trust Loan – I Agreement or the SHOA; and (iv). wind up, liquidate or dissolve its affairs or initiate any voluntary bankruptcy proceeding of any nature whatsoever, until the Final Settlement Date or propose any resolution seeking approval of its board of directors for filing application under IBC, either directly or indirectly.
Intermediate Trigger Events	Intermediate Trigger Events means the Intermediate Trigger Event, as defined under the SHOA.
Payment Waterfall	The Warehouse SPVshall utilize the entire receivables received by it under the WUA, sequentially as per the following waterfall: (1) Payment of taxes and any other statutory payments; (2) Payments to be made by the Warehouse SPV to the contractor, other vendors and payments associated with Warehouse SPV's operations including: (a) charges under the O&M Agreement; and (b) any lease rentals associated with the operations of the Warehouse SPV: (3) Payment due to any senior lenders as per the respective financing documents; (4) Payment due towards working capital loans and short-term facilities; (5) Payment of interest (as defined in the Trust Loan-II Agreement) under the Trust Loan-II Agreement; (6) Payment of the repayment instalment (*as* as defined in the Trust Loan-II Agreement) under the Trust Loan-II Agreement; (7) Payment of the interest under the Trust Loan-I Agreement; (8) Payment of the repayment instalment under the Trust Loan-I Agreement; and (9) Earmarked for payment/ distribution to the holders of the Preference Shares in terms of the SHOA. Provided, however, that if the payments on any of the above obligations are required to be made annually or quarterly or at any other periodicity, the Warehouse SPV shall make provisions for such payments prior to making payments on any items falling in the lower order of priority.
Treatment of Balance Cash	Consequent upon making the payments contemplated under payment waterfall, the Warehouse SPV shall utilize the balance cash ("**Balance Cash**") in accordance with the following waterfall: (1) For the period from the first drawdown date until the last day of the 10^{th} (tenth) anniversary of the first drawdown date: (a) the Balance Cash shall be distributed between the Trust and the holders of Preference Shares in the ratio of 90:10 till such time the IRR achieved is 10%; and (b) thereafter, the Balance Cash shall be distributed between the Trust and the holders of Preference Shares in the ratio of 5:95. (2) For the period commencing on the first day of the 11^{th} year from the first drawdown date and until final settlement date: (a) the Balance Cash shall be distributed between the Lender and the holders of Preference Shares in the ratio of 50:50 till such time the IRR achieved is 11.5%; and (b) thereafter, the Balance Cash shall be distributed between the Lender and the holders of Preference Shares in the ratio of 10:90. All payments made to the Lender of the Balance Cash shall constitute payments towards additional interest ("**Additional Interest**"). All payments and distributions contemplated above to the holder of the Preference Shares shall be made by the Borrower as per the terms of the SHOA.
Indemnity	Warehouse SPV shall within 30 days of demand, indemnify the Trust against any cost, direct loss or liability incurred or suffered by the Trust as a result of breach of any of the representations and warranties set out in the Trust Loan – I Agreement.

2. **Trust Loan – II Agreement**:

Warehouse SPV has entered into a loan agreement dated August 17, 2023 (the **"Trust Loan – II Agreement")** with the Trust for a rupee term loan of ₹ 2,122.00 crore. The loan extended by way of Trust Loan-II Agreement is from the proceeds received by the Trust of the InvIT Loan Agreement. The key provisions contained in the Trust Loan – II Agreement are specified herein:

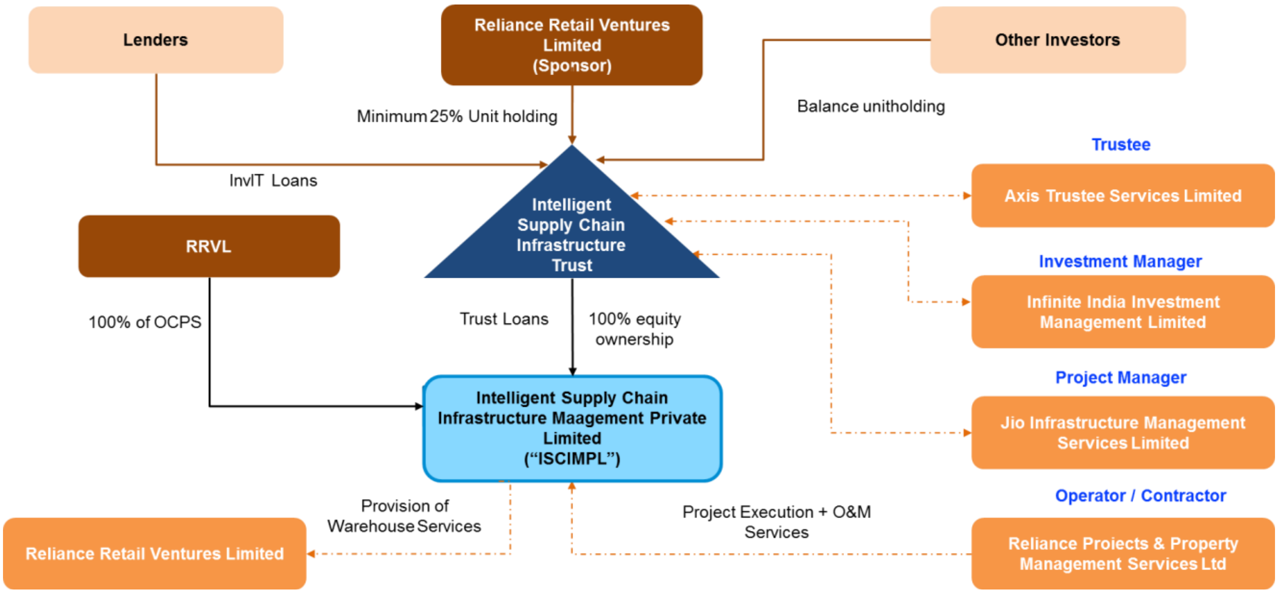
Parameter	Description
Borrower	Intelligent Supply Chain Infrastructure Management Private Limited
Lender	Intelligent Supply Chain Infrastructure Trust
Facility	Term loan of ₹2,122.00 crore
Interest Rate	12% p.a. payable monthly on each Interest Payment Date (as defined under the Trust Loan – II Agreement)
Final Repayment Date	30 years from the first drawdown date
Final Settlement Date	The date on which all amounts owed to the Trust by the Warehouse SPV pursuant to the terms of the Trust Loan – II Agreement have been discharged in full (the "**Final Settlement Date**").
Interest Payment Date	The last day of each month falling after the Closing Date and in the event such last day is not a Business Day, then the immediately preceding Business Day. Provided that, in the event, the Drawdown Date (including in the case of the first Drawdown Date) occurs during the 15 (fifteen) days preceding the close of a month, the first Interest Payment Date in relation to such Drawdown (including in the case of the first Drawdown) shall occur on the last day of the subsequent month
General Undertakings	The following undertakings, amongst others, have been provided by the warehouse SPV under the Trust Loan – II Agreement, and shall remain in force from the date of the Trust Loan – II Agreement until the Final Settlement Date: (i). Warehouse SPV shall promptly: (c). obtain, comply with and do all that is necessary to maintain in full force and effect; and (d). supply certified copies to the Trust of, any authorisation required to enable the Warehouse SPV to perform its obligations under the Trust Loan – II Agreement and to ensure the legality, validity, enforceability or admissibility in evidence in the jurisdiction of its incorporation of the Trust Loan – II Agreement. (ii). Warehouse SPV shall comply in all material respects with applicable laws, and shall make all such statutory filings and other compliances required to be made by it as per applicable laws. (iii). Except as permitted by the Trust or in the ordinary course of business, the Warehouse SPV shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of its assets or property. (iv). Warehouse SPV shall procure that no substantial change is made to the general nature of of its business from that carried on at the date of the Trust Loan – II Agreement. (v). Warehouse SPV not voluntarily suspend all or substantially all of its activities pertaining to its business that is carried on at date of the Trust Loan – II Agreement. (vi). Warehouse SPV shall pay and discharge, on or prior to the due date, all material governmental claims and all material central, state, local and foreign Taxes, assessments, charges and levies made or raised against Warehouse SPV, unless the Warehouse SPV has with the approval of its board of directors contested such taxes and levies in good faith before a competent court/tribunal within the applicable limitation period. (vii). Warehouse SPV shall furnish to the Trust an end use certificate from an independent chartered accountant within 30 days from the date of disbursement of the Trust Loan – II in accordance with the terms of the Trust Loan – II Agreement. (viii). Warehouse SPV shall as and when required by the Lenders with prior written notice of three business days, permit and make suitable arrangements for the representatives of the Lenders to have right to inspect its offices and to examine its books of account; and (ix). Warehouse SPV shall not induct any person who has been identified as a wilful defaulter by RBI or appears in CIBIL's defaulter list or the caution list issued by RBI/ ECGC / Director General of Foreign Trade as its director or key managerial

Parameter	Description
	person.
Negative Covenants	Pursuant to the Trust Loan – II Agreement, Warehouse SPV shall not undertake certain actions, including: (i). during the tenor of Trust Loan – II Agreement, undertake/permit any change in its ownership, control and/or management other than as set our or permitted under the SHOA; (ii). In relation to transaction documents, Warehouse SPV shall not, except with prior permission in writing from the Trust: (a). take any action to cancel or terminate Trust Loan – II Agreement (other than any scheduled termination thereof); (b). sell, assign or otherwise dispose of any part of its interest in the Trust Loan – II Agreement, other than as per the terms of the Trust Loan – II Agreement and the SHOA; or (c). petition, request or take any other legal or administrative action that seeks, or may be expected in the opinion of the Lender, to rescind, terminate or suspend the Trust Loan – II Agreement. (iii). carry out any amendments or alterations to its constitutional documents that are adverse to the interest of the Trust, without the prior written approval of the Trust or except as otherwise provided under the Trust Loan – II Agreement or the SHOA; and (iv). wind up, liquidate or dissolve its affairs or initiate any voluntary bankruptcy proceeding of any nature whatsoever, until the Final Settlement Date or propose any resolution seeking approval of its board of directors for filing application under IBC, either directly or indirectly.
Payment Waterfall	The Warehouse SPV shall utilize the entire receivables received by users under the WUA, sequentially as per the following waterfall: (1) Payment of taxes and any other statutory payments; (2) Payments to be made by the Warehouse SPV to the contractor, other vendors and payments associated with Warehouse SPV's operations including: (a) charges under the O&M Agreement; and (b) any lease rentals associated with the operations of the Warehouse SPV: (3) Payment due to any senior lenders as per the respective financing documents; (4) Payment due towards working capital loans and short-term facilities; (5) Payment of interest (as defined in the Trust Loan-I Agreement) under the Trust Loan-I Agreement; (6) Payment of the repayment instalment (as as defined in the Trust Loan-I Agreement) under the Trust Loan-I Agreement; (7) Payment of the interest under the Trust Loan-II Agreement; (8) Payment of the repayment instalment under the Trust Loan-II Agreement; and (9) Earmarked for payment/ distribution to the holders of the Preference Shares in terms of the SHOA. Provided, however, that if the payments on any of the above obligations are required to be made annually or quarterly or at any other periodicity, the Warehouse SPV shall make provisions for such payments prior to making payments on any items falling in the lower order of priority.
Treatment of Balance Cash	Consequent upon making payments as contemplated above, the Warehouse SPV shall utilise the balance cash in accordance with the Trust Loan-I Agreement.
Indemnity	Warehouse SPV shall within 30 days of demand, indemnify the Trust against any cost, direct loss or liability incurred or suffered by the Trust as a result of breach of any of the representations and warranties set out in the Trust Loan – II Agreement.

For further details on utilization of the Issue Proceeds, please see the section entitled "*Use of Proceeds*" on page 158.

Proposed structure post-Allotment

The following structure illustrates the relationship between the Trust, the Trustee, the Sponsor, the Investment Manager, the Project Manager and the Unitholders after the Allotment of Units:


Lenders
Reliance Retail Ventures Limited (Sponsor)
Other Investors
Minimum 25% Unit holding
Balance unitholding
InvIT Loans
Trustee
Axis Trustee Services Limited
Intelligent Supply Chain Infrastructure Trust
RRVL
Investment Manager
Infinite India Investment Management Limited
100% of OCPS
Trust Loans
100% equity ownership
Project Manager
Jio Infrastructure Management Services Limited
Intelligent Supply Chain Infrastructure Maagement Private Limited ("ISCIMPL")
Operator / Contractor
Provision of Warehouse Services
Project Execution + O&M Services
Reliance Retail Ventures Limited
Reliance Projects & Property Management Services Ltd

SUMMARY OF SPECIAL PURPOSE COMBINED FINANCIAL STATEMENTS OF THE TRUST

The following tables set forth the summary financial information of the Trust which were prepared in accordance with Ind AS read with the InvIT Regulations, as of and for the Fiscals 2023, 2022 and 2021.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations. Accordingly, any reliance by persons not familiar with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations on the summary financial information presented below should be limited.

[*The remainder of this page has been left intentionally blank*]

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Balance Sheet

₹ in Crore

	Notes	As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
Assets				
Non-Current Assets				
Property, Plant and Equipment	1	3,770.41	1,774.25	671.10
Capital Work-in-Progress	1	490.93	51.27	-
Total Non-Current Assets		**4,261.34**	**1,825.52**	**671.10**
Current Assets				
Financial Assets				
Trade Receivables	2	33.14	14.72	31.10
Cash and Cash Equivalents	3	0.00	0.00	0.00
Other Financial Assets	4	77.02	58.62	7.09
Other Current Assets	5	455.17	220.47	37.33
Total Current Assets		**565.33**	**293.81**	**75.52**
Total Assets		**4,826.67**	**2,119.33**	**746.62**
Equity and Liabilities				
Equity				
Unit Capital		-	-	-
Equity Share Capital	6	0.01	0.01	0.01
Other Equity	7	4,825.35	2,118.13	745.65
Total Equity		**4,825.36**	**2,118.14**	**745.66**
Liabilities				
Current Liabilities				
Financial Liabilities				
Trade Payables Due to:	8			
Micro and Small Enterprises		-	-	-
Other than Micro and Small Enterprises		1.31	1.19	0.96
Other Current Liabilities	9	0.00	-	-
Total Current Liabilities		**1.31**	**1.19**	**0.96**
Total Liabilities		**1.31**	**1.19**	**0.96**
Total Equity and Liabilities		**4,826.67**	**2,119.33**	**746.62**
Significant Accounting Policies	A to D			
See accompanying notes to the Special Purpose Combined financial statements	1 to 20			

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Statement of Profit and Loss

₹ in Crore

	Notes	2022-23	2021-22	2020-21
INCOME				
Income from Services		596.07	262.45	140.40
Value of Sales & Services (Revenue)		**596.07**	**262.45**	**140.40**
Less: GST Recovered		88.96	35.34	20.77
Revenue from Operations	**10**	**507.11**	**227.11**	**119.63**
Total Income		**507.11**	**227.11**	**119.63**
EXPENSES				
Cost of services		294.71	137.63	79.87
Employee Benefits Expense	**11**	10.70	5.94	3.99
Depreciation and Amortisation Expenses	**1**	183.54	74.44	30.56
Other Expenses	**12**	4.59	3.45	2.02
Total Expenses		**493.54**	**221.46**	**116.44**
Profit for the Year		**13.57**	**5.65**	**3.19**
Other Comprehensive Income (OCI)		-	-	-
Total Other Comprehensive Income for the Year		-	-	-
Total Comprehensive Income for the Year		**13.57**	**5.65**	**3.19**
Earnings Per Unit (EPU)	**13**	-	-	-
Significant Accounting Policies	**A to D**			
See accompanying notes to the Special Purpose Combined financial statements	**1 to 20**			

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants
Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
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For and on behalf of the Board of Directors
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(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Statement of Cash Flows

₹ in Crore

	2022-23	2021-22	2020-21
A: CASH FLOW FROM OPERATING ACTIVITIES			
Net Profit before Tax as per Statement of Profit and Loss	13.57	5.65	3.19
Adjusted for:			
Depreciation and Amortisation Expenses	183.54	74.44	30.56
Subtotal	183.54	74.44	30.56
Operating Profit before Working Capital Changes	**197.11**	**80.09**	**33.75**
Adjusted for:			
Trade and Other Receivables	(271.52)	(218.29)	(75.52)
Trade and Other Payables	0.12	0.23	0.97
Subtotal	(271.40)	(218.06)	(74.55)
Cash used in Operations	**(74.29)**	**(137.97)**	**(40.80)**
Taxes Paid (Net)	-	-	-
Net Cash Flow used in Operating Activities	**(74.29)**	**(137.97)**	**(40.80)**
B: CASH FLOW FROM INVESTING ACTIVITIES			
Purchase of Property, Plant and Equipment and Capital Work-in-Progress	(2,619.36)	(1,228.86)	(701.66)
Net Cash Flow used in Investing Activities	**(2,619.36)**	**(1,228.86)**	**(701.66)**
C: CASH FLOW FROM FINANCING ACTIVITIES			
Net Cash Flow Generated from Financing Activities	**-**	**-**	**-**
Net (Decrease)/Increase in Cash and Cash Equivalents	**(2,693.65)**	**(1,366.83)**	(742.46)
Balance with Remaining Group (Refer note B.1 of Significant Accounting Policies)	2,693.65	1,366.83	742.46
Opening Balance of Cash and Cash Equivalents	**0.00**	**0.00**	**0.00**
Closing Balance of Cash and Cash Equivalents	**0.00**	**0.00**	**0.00**

The above Statement of Cash Flows has been prepared under the "Indirect Method" as set out in IND AS-7 "Statement of Cash Flows"

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

SUMMARY FINANCIAL INFORMATION OF THE SPONSOR

The following tables set forth the summary financial information derived from the audited consolidated financial statements of the Sponsor which were prepared in accordance with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations , as of and for the years ended March 31, 2023, March 31, 2022 and March 31, 2021.

The summary financial information of the Sponsor is included in this Draft Placement Memorandum as per the requirements of the InvIT Regulations.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations. Accordingly, any reliance by persons not familiar with the same on the summary financial information presented below should be limited.

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Audited Consolidated Balance Sheet

(₹ in crore)

Particulars	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Non-Current Assets			
Property, Plant and Equipment	51,747	20,278	11,980
Other Intangible Assets	24,955	10,057	4,800
Goodwill	2,700	2,776	1,994
Capital Work-in-Progress	25,332	12,299	7,058
Intangible Assets Under Development	1,496	12,823	4,417
Financial Assets			
Investments	2,788	2,831	579
Loans	14	9	9
Other Financial Assets	285	161	109
Deferred Tax Assets (net)	369	200	210
Other Non- Current Assets	5,064	6,831	230
Total – Non - Current Assets	**1,14,750**	**68,265**	**31,386**
Current Assets			
Inventories	27,132	21,452	13,140
Financial Assets			
Investments	8,471	17,643	42,787
Trade Receivables	6,065	9,136	6,221
Cash and Cash Equivalents	640	623	548
Other Financial Assets	3,577	6,353	2,983
Other Current Assets	11,599	9,208	6,638
Total - Current Assets	**57,484**	**64,415**	**72,317**
TOTAL ASSETS	**1,72,234**	**1,32,680**	**1,03,703**
EQUITY AND LIABILITIES			
Equity			
Equity Share Capital	6,864	6,864	6,864
Other Equity	90,105	81,729	74,662
Non- Controlling Interest	2,855	2,446	62
Liabilities			
Non - Current Liabilities			
Financial Liabilities			
Borrowings	19,244	7	-
Lease Liabilities	2,505	2,154	1,825
Other Financial Liabilities	33	28	55
Provisions	170	130	90
Deferred Tax Liabilities (net)	2,683	1,711	1,094
Other Non - Current Liabilities	82	84	34
Total - Non - Current Liabilities	**24,717**	**4,114**	**3,098**
Current Liabilities			
Financial Liabilities			
Borrowings	27,400	19,908	9,030
Lease Liabilities	389	277	195
Trade Payables	16,481	13,816	6,989
Other Financial Liabilities	1,133	1,341	1,493
Other Current Liabilities	2,244	2,153	1,294
Provisions	46	32	16
Total - Current Liabilities	**47,693**	**37,527**	**19,017**
Total Liabilities	**72,410**	**41,641**	**22,115**
TOTAL- EQUITY AND LIABILITIES	**1,72,234**	**1,32,680**	**1,03,703**

Audited Statement of Profit and Loss

(₹ in crore)

Particulars	Financial Year Ended		
	March 31, 2023	**March 31, 2022**	**March 31, 2021**
INCOME			
Value of Sales & Services (Revenue)	**2,60,364**	**1,99,704**	**1,57,629**
Less: GST Recovered	29,433	24,724	18,552
Revenue from operations	**2,30,931**	**1,74,980**	**1,39,077**
Other income	435	1,597	1,526
Total Income	**2,31,366**	**1,76,577**	**1,40,603**
Expenses			
(a) Cost of materials consumed	678	225	1
(b) Purchases of Stock-in-Trade	1,99,841	1,57,514	1,21,929
(c) Changes in Inventories of Finished Goods, Work-in-Progress and Stock-in-Trade	(5,005)	(7,863)	(2711)
(d) Employee benefits expense	4,126	2,527	1,620
(e) Finance costs	1,833	660	522
(f) Depreciation and amortisation expense	3,965	2,209	1,836
(g) Other expenses	13,870	11,795	9,927
Total expenses	**2,19,308**	**1,67,067**	**1,33,124**
Profit before share of Profit of Associates and Joint ventures and Tax	**12,058**	**9,510**	**7,479**
Share of Profit/ (Loss) of Associates and Joint ventures	72	2	(48)
Profit before tax	**12,130**	**9,512**	**7,431**
Tax expense			
Current tax	2,132	1,873	1,810
Deferred tax	817	584	140
Profit for the year	**9,181**	**7,055**	**5,481**
Other Comprehensive Income (OCI)			
(i) Items that will not be reclassified to Profit or loss	(60)	(5)	5
(ii) Income tax relating to items that will not be reclassified to profit or loss	(4)	1	(1)
(iii) Items that will be reclassified to Profit or loss	(15)	67	(286)
(iv) Income tax relating to items that will be reclassified to profit or loss	(4)	(20)	79
Total Comprehensive Income for the year	**9,098**	**7,098**	**5,278**
Net Profit Attributable to:			
(a) Owners of the Company	9,150	7,085	5,543
(b) Non-Controlling Interest	31	(30)	(62)
Other Comprehensive Income attributable to:			
(a) Owners of the Company	(85)	45	(208)
(b) Non-Controlling Interest	2	(2)	5
Total Comprehensive Income attributable to:			
(a) Owners of the Company	9,065	7,130	5,335
(b) Non-Controlling Interest	33	(32)	(57)

“0” represents the amount below the denomination threshold

Audited Consolidated Cash Flow Statement

(₹ in crore)

Sr. No.	Particulars	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
A.	**CASH FLOW FROM OPERATING ACTIVITIES**			
	Net Profit before Tax as per Statement of Profit and Loss	**12,130**	**9,512**	**7,431**
	Adjusted for:			
	(Profit) / Loss on sale/ discarding of Property, Plant and Equipment (net)	(14)	23	27
	Depreciation and Amortisation Expense	3,965	2,209	1,836
	Effect of Exchange Rate Change	5	1	(34)
	Net Loss / (Gain) on Financial Assets	73	25	(646)
	Share of (Profit) / Loss of Joint Venture and Associate	(72)	(2)	48
	Interest Income	(462)	(1514)	(724)
	Finance Costs	1,833	660	522
	Operating Profit before Working Capital Changes	**17,458**	**10,914**	**8,460**
	Adjusted for:			
	Trade and Other Receivables	(2,681)	(6,723)	(5,297)
	Inventories	(5,680)	(8,312)	(2,817)
	Trade and Other Payables	2,542	7,565	1,535
	Cash generated from / (used in) Operations	**11,639**	**3,444**	**1,881**
	Taxes Paid (Net)	(2,837)	(1,983)	(1,653)
	Net Cash generated from / (used in) Operating Activities	**8,802**	**1,461**	**228**
B.	**CASH FLOW FROM INVESTING ACTIVITIES**			
	Expenditure on Property, Plant and Equipment and other Intangible Assets	(45,716)	(27,113)	(9,994)
	Proceeds from disposal of Property, Plant and Equipment and other Intangible Assets	38	19	13
	Purchase of Financial Assets	(58,948)	(42,922)	(98,140)
	Proceeds from Sale of Financial Assets	67,816	67,037	55,785
	Movement in Loans & Advances and Other Assets (Net)	3,538	(8,684)	(4,216)
	Interest Income	14	25	33
	Net Cash (used in) / generated from Investing Activities	**(33,258)**	**(11,638)**	**(56,519)**
C.	**CASH FLOW FROM FINANCING ACTIVITIES**			
	Proceeds from Borrowings - Non-Current	20,000	23	-
	Repayment of Borrowing - Non-Current	(63)	(6)	-
	Payment of Lease Liabilities	(348)	(147)	(52)
	Short Term Borrowings (Net)	6,798	10,868	4,411
	Proceeds from Issue of Equity share (including securities premium)	-	-	58,837
	Repayment of preference shares	-	-	(4,000)
	Call Money received for Preference shares	-	-	2,350
	Interest Paid	(2,239)	(660)	(528)
	Movement in Deposits	-	-	(4,700)
	Net Cash generated from Financing Activities	**24,148**	**10,078**	**56,318**

	Net (Decrease) / Increase in Cash and Cash Equivalents	(308)	(99)	27
	Opening Balance of Cash and Cash Equivalents	**623**	**548**	**488**
	Add: Upon Addition / De-subsidisation of Subsidiaries	**325**	**174**	**33**
	Closing Balance of Cash and Cash Equivalents	**640**	**623**	**548**

SUMMARY FINANCIAL INFORMATION OF THE INVESTMENT MANAGER

The following tables set forth the summary financial information derived from the audited financial statements of the Investment Manager which were prepared in accordance with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations, as of and for the years ended March 31, 2023, March 31, 2022 and March 31, 2021.

The summary financial information of the Investment Manager is included in this Draft Placement Memorandum as per the requirements of the InvIT Regulations.

The degree to which the summary financial information included herein below will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices, Ind AS, the Companies Act and the InvIT Regulations. Accordingly, any reliance by persons not familiar with the same on the summary financial information presented below should be limited.

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INFINITE INDIA INVESTMENT MANAGEMENT LIMITED

Balance sheet as at March 31, 2023

(Rs. in Lakhs)

		Note No.	As at March 31, 2023	As at March 31, 2022
	ASSETS			
1	**Financial Assets**			
A	Cash and cash equivalents	3	2,855.75	15.07
B	Bank Balance other than (a) above	4	58.50	55.90
C	Investments	5	865.72	1,994.92
D	Other financial assets	6	10.41	42.38
			3,790.38	**2,107.27**
2	**Non- financial Assets**			
A	Current tax assets (net)	7	59.79	83.37
B	Property, plant and equipment	8	80.28	93.19
C	Other Intangible assets	8	0.09	0.13
D	Other non-financial assets	9	10.84	13.19
			151.00	**189.88**
	Total assets		**3,941.38**	**2,298.15**
	LIABILITIES AND EQUITY			
	LIABILITIES			
1	**Financial Liabilities**			
A	**Payable**			
	(I) Trade payables	10		
	(i) Total outstanding dues of creditors micro enterprises and small enterprises		-	-
	(ii) Total outstanding dues of creditors other than micro enterprises and small enterprises		81.16	-
B	Borrowings (Other than Debt Securities)	11	93.84	101.84
C	Other financial liabilities	12	871.15	1.44
	Total Financial Liabilities		**1,046.15**	**103.28**
2	**Non- Financial Liabilities**			
A	Deferred tax liabilities[net]	13	0.36	9.16
B	Provisions	14	45.60	75.14
C	Other Non - Financial Liabilities	15	55.34	43.21
	Total Non- Financial Liabilities		**101.30**	**127.51**
3	**EQUITY**			
A	Equity share capital	16	160.00	160.00
B	Other equity	17	2,633.93	1,907.36
	Total Equity		**2,793.93**	**2,067.36**
	Total Liabilities and Equity		**3,941.38**	**2,298.15**
See accompanying notes to the financial statements		1 to 38		

As per our attached reports of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
FRN: 105146W / W-100621

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 25 2023

For and on behalf of the Board of Directors

Rajendra Hingwala
Director
DIN- 00160602

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 25 2023

INFINITE INDIA INVESTMENT MANAGEMENT LIMITED

Statement of Profit and Loss for the year ended March 31, 2023 (Rs. in Lakhs)

		Note No.	For the year ended March 31, 2023	For the year ended March 31, 2022
I	**Income:**			
	Revenue from operations			
	Fees and commission income	18	201.02	201.02
	Interest Income		5.49	4.01
	Net gain on fair value changes	19	2,030.28	61.11
	Total Revenue from operations (A)		**2,236.79**	**266.14**
	Other Income (B)		-	-
II.	**Total Income (A+B)**		**2,236.79**	**266.14**
	Expenses:			
	Employee benefits expenses	20	62.30	59.15
	Depreciation and amortisation expense	8	13.75	13.74
	Finance costs	21	9.73	10.43
	Other expenses	22	111.35	28.27
	Total expenses		**197.13**	**111.59**
III.	**Profit before tax**		**2,039.66**	**154.55**
VI	**Less: Tax expense**	23		
	Current tax		522.00	26.00
	Deferred tax		(8.81)	13.00
	Total tax expense		**513.19**	**39.00**
	Net Profit for the year		**1,526.47**	**115.55**
	Other Comprehensive Income/(loss)			
	(i) Items that will not be reclassified to profit or loss			
	- Actuarial gain/(loss) on post retirement benefit plans		0.13	(0.72)
	- Income tax on the above		(0.03)	0.18
	Total Other Comprehensive income		**0.10**	**(0.54)**
V	**Total Comprehensive Income**		**1,526.57**	**115.01**
VI	**Earnings per equity share**	24		
	(face value of Rs. 10/- each)			
	Basic		95.40	7.22
	Diluted		95.40	7.22
See accompanying notes to the financial statements		1 to 38		

As per our attached reports of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
FRN: 105146W / W-100621

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 25 2023

For and on behalf of the Board of Directors

Rajendra Hingwala
Director
DIN- 00160602

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 25 2023

INFINITE INDIA INVESTMENT MANAGEMENT LIMITED
CASH FLOW STATEMENT

(Rs. in Lakhs)

	Particulars	For the year ended March 31, 2023	For the year ended March 31, 2022
A	**Cash flow from operating activities**		
	Profit before tax	**2,039.66**	**154.55**
	Adjustment for:		
	Depreciation	13.75	13.74
	Net gain on fair value changes	(2,030.28)	(61.11)
	Provision for gratuity	1.05	(0.57)
	Provision for compensated absences	0.79	0.67
	Interest income	(5.49)	(4.01)
	Interest expense	9.73	10.43
	Operating profit before working capital changes	**29.21**	**113.70**
	Adjustment for:		
	Increase/(decrease) in trade payable	81.16	-
	(Increase)/decrease in other financial assets	33.87	(32.50)
	(Increase)/decrease in other non-financial assets	2.35	(9.92)
	Increase/(decrease) in other financials liabilities	869.72	(4.49)
	Increase/(decrease) in provision for expenses	(31.27)	29.36
	Increase/(decrease) in other non-financial current liabilities	12.13	(1.27)
	Cash generated from/(used in) operations	**997.17**	**94.88**
	Direct taxes paid	(498.42)	(48.62)
	Net cash from/(used in) operating activities	**498.75**	**46.26**
B	**Cash flow from investing activities**		
	Purchase of mutual fund investments - Others	(95,142.57)	(2,195.89)
	Sale of mutual fund investments - Others	97,351.99	263.80
	Purchase of other financial instruments - Others	(49,252.50)	-
	Sale of other financial instruments - Others	50,201.26	-
	Deposit paid	(1.95)	-
	Amount invested in Fixed Deposit	(58.50)	(1,945.90)
	Amount matured from Fixed Deposit	55.90	1,943.50
	Interest Income	4.73	3.36
	Net cash from/(used in) investment activities	**3,158.36**	**(1,931.13)**
C	**Cash flow from financing activities**		
	Lease payments	(17.72)	(16.88)
	Dividend paid	(800.00)	-
	Net cash from/(used in) financing activities	**(817.72)**	**(16.88)**
	Net increase/(decrease) in Cash and cash equivalents	**2,839.39**	**(1,901.75)**
	Cash and cash equivalents at the beginning of the year/period	15.07	1,916.81
	Cash and cash equivalents at the end of the year/period	**2,855.75**	**15.07**
	Components of Cash and Cash equivalents		
	Balances with banks	2,855.75	15.07
	Demand drafts on hand	-	-
	Cash on hand	-	-

Notes	
1	Statement of cash flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows" as specified in the Companies (Indian Accounting Standards) Rules, 2015.
2	Previous year's figures have been regrouped and rearranged wherever necessary.

As per our attached reports of even date
For KKC & Associates LLP
Chartered Accountants
(formerly Khimji Kunverji & Co LLP)
FRN: 105146W / W-100621

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 25 2023

For and on behalf of the Board of Directors

Rajendra Hingwala
Director
DIN- 00160602

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 25 2023

INFINITE INDIA INVESTMENT MANAGEMENT LIMITED

Balance sheet as at March 31, 2021

(Rs. in Lakhs)

		Note No.	As at March 31, 2021	As at March 31, 2020
	ASSETS			
1	**Financial Assets**			
A	Cash and cash equivalents	3	1,916.81	1,365.92
B	Bank Balance other than (A) above	4	53.50	50.75
C	Investments	5	1.72	1.72
D	Receivables			
	(i) Trade Receivables	6	-	446.01
E	Other financial assets	7	9.21	6.50
			1,981.24	1,870.90
2	**Non- financial Assets**			
A	Current tax assets (net)	8	60.76	9.59
B	Deferred tax assets [net]	9	3.66	2.37
C	Property, plant and equipment	10	106.83	119.32
D	Other Intangible assets	10	0.23	0.14
E	Other non-financial assets	11	3.27	5.67
			174.75	137.09
	Total assets		**2,155.99**	**2,007.99**
	LIABILITIES AND EQUITY			
	LIABILITIES			
1	**Financial Liabilities**			
A	**Payable**			
	(I) Trade payables	12		
	(i) Total outstanding dues of creditors micro enterprises and small enterprises		0.93	0.90
	(ii) Total outstanding dues of creditors other than micro enterprises and small enterprises		3.95	41.39
B	Other financial liabilities	13	114.21	116.87
	Total Financial Liabilities		**119.09**	**159.16**
2	**Non- Financial Liabilities**			
A	Provisions	14	40.08	41.89
B	Other Non - Financial Liabilities	15	44.48	76.30
	Total Non- Financial Liabilities		**84.56**	**118.19**
3	**EQUITY**			
A	Equity share capital	16	160.00	160.00
B	Other equity	17	1,792.34	1,570.64
	Total Equity		**1,952.34**	**1,730.64**
	Total Liabilities and Equity		**2,155.99**	**2,007.99**
	See accompanying notes to the financial statements	1 to 38		

As per our attached reports of even date
For Khimji Kunverji & Co LLP
Chartered Accountants
FRN: 105146W / W100621

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 22, 2021

For and on behalf of the Board of Directors

Vishal Kampani
Chairman
DIN- 00009079

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 22, 2021

INFINITE INDIA INVESTMENT MANAGEMENT LIMITED

Statement of Profit and Loss for the year ended March 31, 2021

(Rs. in Lakhs)

		Note No.	For the year ended March 31, 2021	For the year ended March 31, 2020
I	**Income:**			
	Revenue from operations			
	Fees and commission income	18	307.87	401.02
	Total Revenue from operations (A)		**307.87**	**401.02**
	Other Income (B)	19	114.44	85.76
II.	**Total Income (A+B)**		**422.31**	**486.78**
	Expenses:			
	Employee benefits expenses	20	69.09	72.84
	Depreciation and amortisation expense	10	13.55	3.40
	Finance costs	21	11.00	2.82
	Other expenses	22	32.44	13.54
	Total expenses		**126.08**	**92.61**
III.	**Profit before tax**		**296.23**	**394.18**
VI	**Less: Tax expense**	23		
	Current tax		77.00	100.00
	Deferred tax		(1.59)	(1.21)
	Total tax expense		**75.41**	**98.79**
	Net Profit for the year		**220.82**	**295.39**
	Other Comprehensive Income/(loss)			
	(i) Items that will not be reclassified to profit or loss			
	- Actuarial gain/(loss) on post retirement benefit plans		1.17	0.75
	- Income tax on the above		(0.29)	(0.19)
	Total Other Comprehensive income		**0.88**	**0.56**
V	**Total Comprehensive Income**		**221.70**	**295.95**
VI	**Earnings per equity share**	24		
	(face value of Rs. 10/- each)			
	Basic		13.80	18.46
	Diluted		13.80	18.46
See accompanying notes to the financial statements		1 to 38		

As per our attached reports of even date
For Khimji Kunverji & Co LLP
Chartered Accountants
FRN: 105146W / W100621

KHIMJI KUNVERJI & CO LLP CHARTERED ACCOUNTANTS MUMBAI

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 22, 2021

For and on behalf of the Board of Directors

Vishal Kampani
Chairman
DIN- 00009079

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 22, 2021

INFINITE INDIA INVESTMENT MANAGEMENT LIMITED
CASH FLOW STATEMENT

(Rs. in Lakhs)

	Particulars	For the year ended March 31, 2021	For the year ended March 31, 2020
A	**Cash flow from operating activities**		
	Profit before tax	**296.23**	**394.18**
	Adjustment for:		
	Depreciation	13.55	3.40
	Net gain on fair value changes	(40.50)	(81.56)
	Provision for gratuity	1.08	1.35
	Provision for/(reversal of) compensated absences	(1.72)	2.07
	Interest income	(34.33)	(4.20)
	Interest expense	11.00	2.82
	Operating profit before working capital changes	**245.31**	**318.06**
	Adjustment for:		
	(Increase)/decrease in Other financial assets	443.90	(445.09)
	(Increase)/decrease in other non-financial assets	2.40	(4.38)
	Increase/(decrease) in other financials liabilities	2.43	(7.00)
	Increase/(decrease) in trade payables	(37.43)	(21.27)
	Increase/(decrease) in other non-financial current liabilities	(31.82)	72.35
	Cash generated from/(used in) operations	**624.79**	**(87.32)**
	Direct taxes paid	(128.16)	(23.52)
	Net cash from/(used in) operating activities	**496.63**	**(110.85)**
B	**Cash flow from investing activities**		
	Purchase of mutual fund investments - Others	(4,384.87)	(1,405.00)
	Sale of mutual fund investments - Others	4,425.37	1,486.56
	Purchase of fixed assets	(1.15)	-
	Sale of fixed assets	-	-
	Deposit paid	-	(14.05)
	Amount invested in Fixed Deposit	(53.50)	(67.55)
	Amount matured from Fixed Deposit	50.75	63.75
	ICD placed - Subsidiaries	(3,100.00)	-
	ICD repayment - Subsidiaries	3,100.00	-
	Interest Income	33.74	4.20
	Net cash from/(used in) investment activities	**70.34**	**67.91**
C	**Cash flow from financing activities**		
	Lease payments	(16.08)	(3.83)
	Net cash from/(used in) financing activities	**(16.08)**	**(3.83)**
	Net increase/(decrease) in Cash and cash equivalents	**551.89**	**(46.77)**
	Cash and cash equivalents at the beginning of the year	1,365.92	1,412.69
	Cash and cash equivalents at the end of the year	**1,916.81**	**1,365.92**

Notes

1 Statement of cash flows has been prepared under the indirect method as set out in the Ind AS 7 "Statement of Cash Flows" as specified in the Companies (Indian Accounting Standards) Rules, 2015.

2 Previous year's figures have been regrouped and rearranged wherever necessary.

As per our attached reports of even date
For Khimji Kunverji & Co LLP
Chartered Accountants
FRN: 105146W / W100621

Hasmukh B. Dedhia
Partner
Membership No. 033494

Place : Mumbai
Date : April 22, 2021

For and on behalf of the Board of Directors

Vishal Kampani
Chairman
DIN- 00009079

Dipti Neelakantan
Director
DIN- 00505452

Place : Mumbai
Date : April 22, 2021

SUMMARY OF INDUSTRY

The information in this section is derived from various publicly available sources, government publications and other industry sources, including the CBRE Report. The information in this section has not been independently verified by us, the Lead Managers, the Sponsor or our or their legal, financial or other advisors, and no representation is made as to the accuracy of this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured, and accordingly, investment decisions should not be based on such information. Industry publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends.

For further details, see "Risk Factors – This Draft Placement Memorandum contains information from the CBRE Report which we have commissioned. The accuracy of statistical and other information with respect to the warehousing and logistics industry stated in the CBRE Report are based on certain bases, estimates and assumptions that are subjective in nature, cannot be guaranteed" on page 58 of this Draft Placement Memorandum.

Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. Accordingly, investors must rely on their independent examination of, and should not place undue reliance on, or base their investment decision solely on this information. The recipient should not construe any of the contents in this section as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning the Issue and the Units.

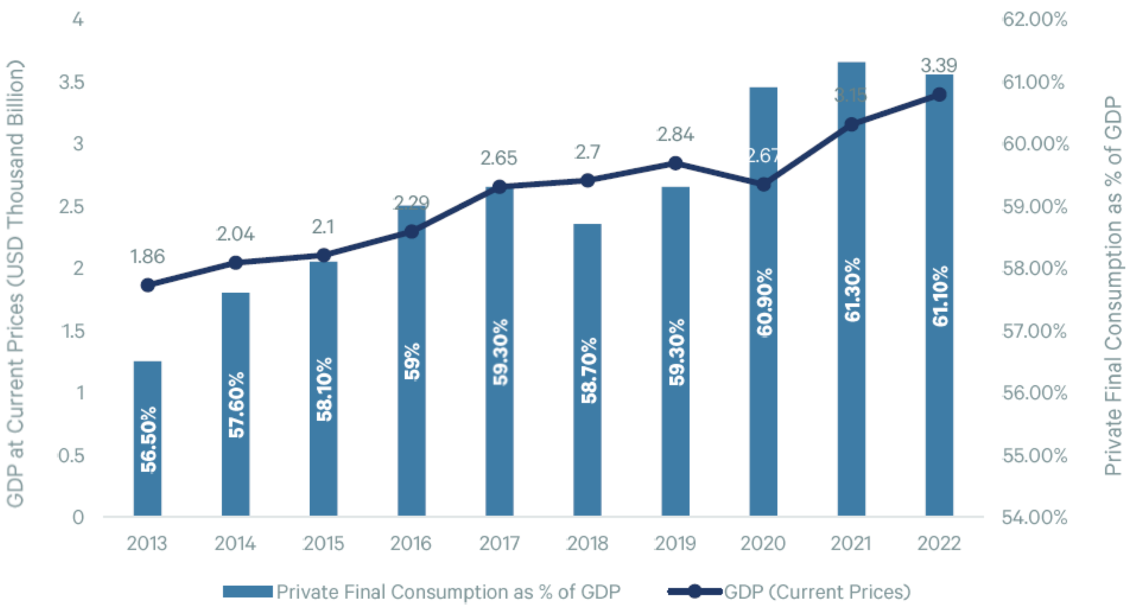
References to "we", "us" and "our" are to the Trust and its subsidiary, the Warehouse SPV, on a consolidated basis.

The Indian Economy

India is the third largest economy when its GDP is compared in terms of PPP in 2022, according to the World Bank. India's total GDP size was U.S.$3.39 trillion in 2022, according to the World Bank and it recently overtook United Kingdom to become the 5th largest economy in the world. In its most recent, India Development Update report, the World Bank has stated that overall growth for India remains robust with real GDP growing 7.7 percent year-on-year during Q1-Q3 fiscal year 2022/23 (April-March, FY22/23). The report also stated that the headline inflation averaged around 6.6 percent in FY22/23 for India. Further the report stated that the real GDP growth is expected to moderate from 6.9 percent in FY22/23 to 6.3 percent in FY23/24, because of continued global growth spillovers, the lagged impact of the monetary policy tightening and slower consumption growth. However, India is expected to remain one of the fastest growing large economies of the world.

India has a strong consumption market that protects the economy from global market fluctuations and sustains its growth. India's share of consumption as percentage of GDP was over 61% (as of 2022) and has been growing at a 6.9% CAGR between 2013-2022.

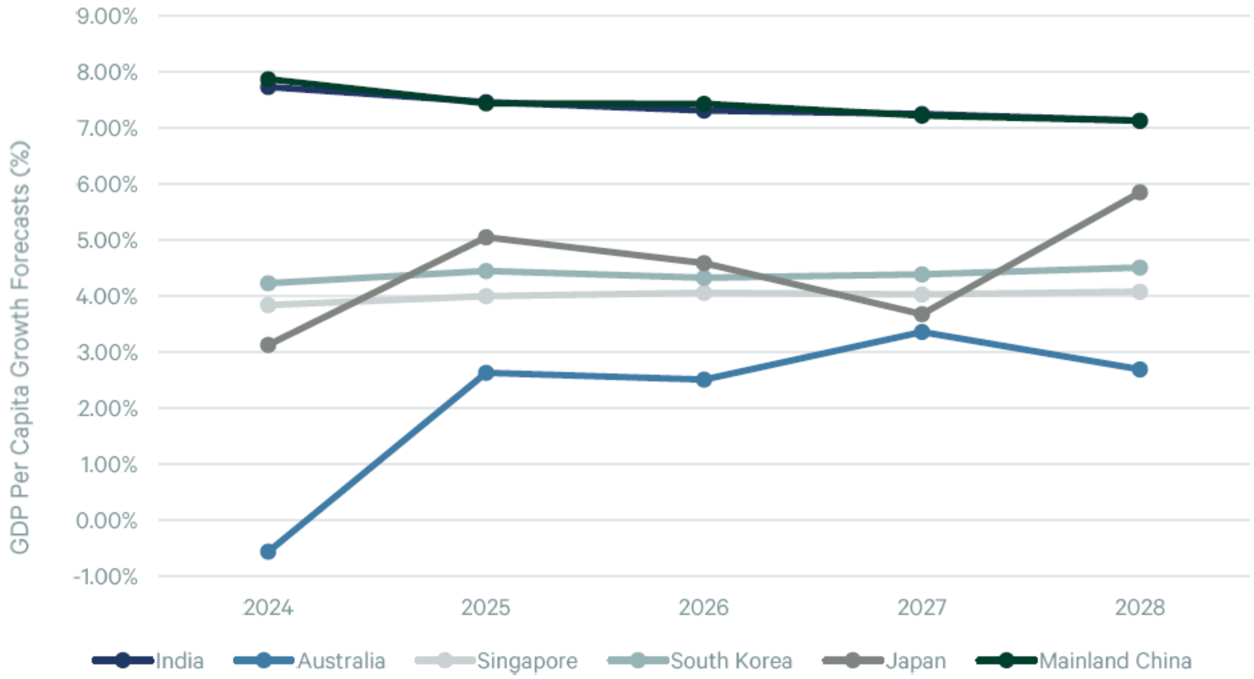
Figure 1: Indian GDP at current prices and private final consumption as % of GDP (2013-2022)



*(Source: CBRE report)*_

India's GDP per capita growth forecasts are also expected to remain the highest amongst its Asia-Pacific peers.

Figure 2: GDP per capita growth forecasts – Asia Pacific economies



(Source: CBRE report)

The Indian government has taken significant steps in both social and physical infrastructure to facilitate India's growth. There have been ambitious programmes and structural changes that led India to uplift over 415 mn people over the poverty line between 2005-2021. Some of the key programmes include Jan-Dhan yojna, Mahatma Gandhi National Rural Employment Guarantee scheme and National Rural Livelihood Mission. India has also taken several steps to improve ease of business and has jumped several notches in the last few years from being ranked 142 in 2014 to 63 in 2022.

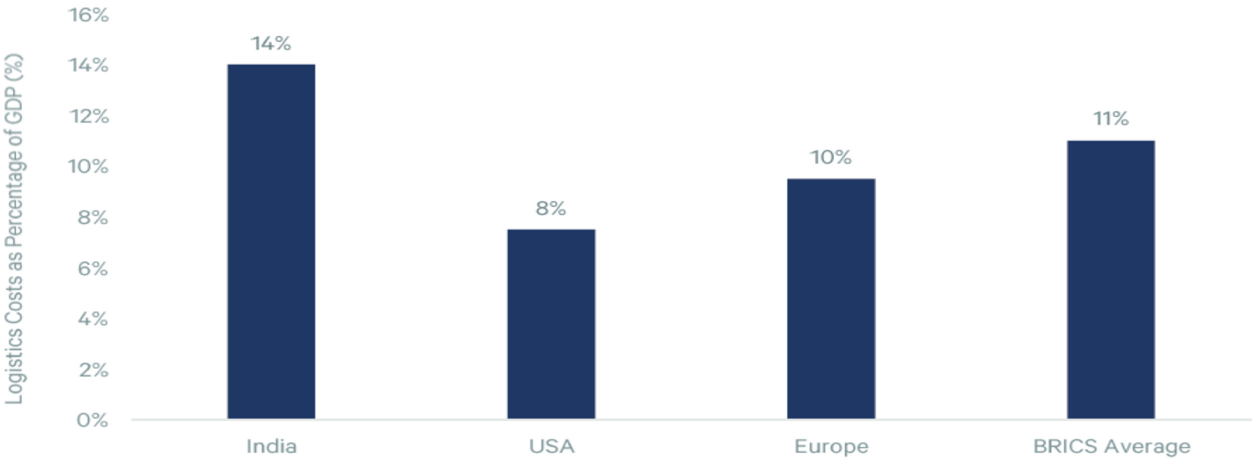
Some of the key factors poised to the influence the Indian economy positively are as follows:

a) Easing inflationary pressures
b) Strengthening of manufacturing sector
c) Sustained interest in the logistics and supply chain sector
d) Global supply chain re-alignment
e) Sustained policy push

India – Warehousing and Logistics Sector

Logistics costs in India are considerably high (in the range of 14-18% of GDP) in comparison to single-digit levels in developed countries. Transportation costs take up the majority share at approximately 8.5% followed by inventory and administrative costs at 5% and 0.5% respectively.

Figure 3: Logistics costs as % of GDP



(Source: CBRE report)

Government of India has formulated a vision 'To develop an integrated cost-effective, reliable, sustainable and digitally-enabled logistics ecosystem in the country for accelerated and inclusive economic growth' and targets to reduce logistics costs to less than 10% of the GDP. Towards this, the GOI has taken several initiatives to provide impetus to the sector including:

a) **Infrastructure status:** The GOI has granted 'infrastructure status' to the logistics sector that would allow developers to finance projects at reduced interest rates and also tap international funding in a more efficient manner.

b) **Creation of Logistics division:** The Logistics Division was created on July 7, 2017, with the task of "Integrated development of Logistics sector" under the Department of Commerce, Ministry of Commerce and Industry.

c) **PM Gati Shakti:** The policy aims to serve as a digital platform to bring together 16 ministries for integrated planning and coordinated implementation of infrastructure connectivity projects across the country. The said infrastructure initiatives aim to provide integrated multi-modal connectivity for movement of people, goods and services while simultaneously providing last mile connectivity of infrastructure and reducing travel time.

d) **Secured Logistics Document Exchange (SLDE):** The SLDE plans to replace the present manual process of generation, exchange and compliance of logistics documents with a digitized, secure and seamless document exchange system through Aadhar and block-chain technology.

e) **Freight Smart Cities:** The Freight Smart Cities envision to improve urban freight efficiencies by identifying 10 cities in phase 1. The project is likely to expand the list to 75 cities, pan India. Thus, state governments shall focus on initiatives such as developing peri-urban freight centers, night-time deliveries, mapping truck routes, using intelligent transport systems and modern technologies, promoting electrification of urban freight, development of parcel delivery terminals etc:

f) **Bharatmala Pariyojana:** The Bharatmala Pariyojana is a centrally sponsored and funded road and highway development project of the Ministry of Road Transport and Highways, Government of India. The project envisages development of about 26,000 km length of 'Economic Corridors' which alongside the Golden Quadilateral and North-South and East-West Corridors are expected to carry majority of the freight traffic. Further about 8,000 kms of inter-corridor and about 7,500 kms of feeder routes have been identified for improving effectiveness of the Economic Corridors, and NS-EW Corridors.

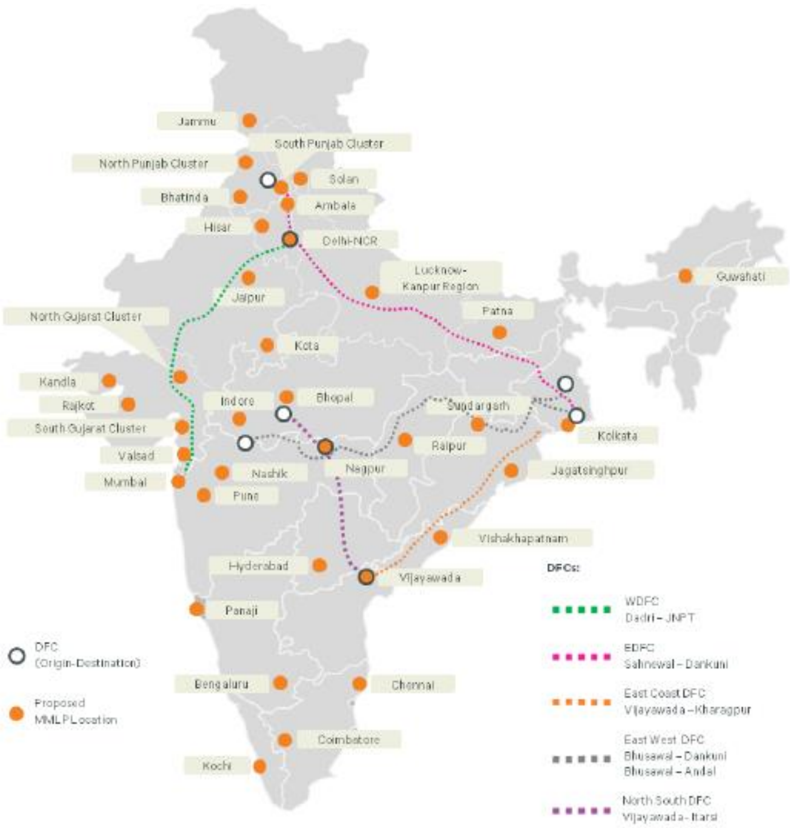
g) **Development of Multi-modal Logistics Parks in India;** As part of the Bharatmala Pariyojana, the Cabinet Committee on Economic Affairs (CCEA) mandated Ministry of Road Transport and Highways to develop 35 multi-modal logistics parks (MMLP) across the country. The 35 MMLPs are being implemented by the MoRTH under a public-private partnership model on design, build, finance, operate and transfer (DBFOT) mode.

h) **Dedicated Freight Corridor Project:** The Dedicated Freight Corridor (DFC) project is an initiative under the Ministry of Railways, Government of India for the planning, development and mobilization of financial resources and construction, maintenance and operation of six DFCs across India. The project aims to provide a safe and efficient cargo movement through an interconnected freight transport system.

i) **National Infrastructure Pipeline:** The National Infrastructure Pipeline (NIP) for FY 2019-25 is a whole-of-government exercise aiming to improve project preparation and attract investments, thereby providing world class infrastructure. Transportation and logistics are two of the key opportunity sectors identified as part of the NIP. A total of 155 development opportunities worth US$ 48.03 billion have been identified towards exclusive development of the logistics sector, in addition to the numerous transportation sector opportunities.

j) **Warehouse specifications:** As per Gati Shakti National Master Plan for Multi-modal Connectivity, the Logistics Division, consulted various organizations, reviewed the existing standards pertaining to warehousing and related physical assets of the logistics ecosystem and introduced the e-Handbook on Warehousing Standards in 2022. The e-Handbook includes the existing standards that are issued by agencies such as the Bureau of Indian Standards (BIS) and the Warehousing Development and Regulatory Authority (WDRA) along with further suggestions in use by the industry and international benchmarks. The e-Handbook intends to help developers and logistics service providers gain a quick overview of minimum quality of warehousing that should be expected.

Figure 4: Majority corridors and proposed MMLP locations



(Source: CBRE report)

Demand drivers for Indian logistics and warehousing sector

The logistics and warehousing sector in India is at a point of inflection and multiple demand drivers that are facilitating its growth including:

a) **GST & Emergence of Omnichannel Retail:** The introduction of GST led to a synchronized tax structure, common rules, and procedures across India. It has had a profound impact on Indian companies who started planning respective supply chains to bring in efficiencies in their supply chain rather than focusing on tax savings. The implementation of GST has acted as a catalyst for aggregating storage locations and transportation systems to bring in advantages of economies of scale, less deviation in forecasting, low inventory holding costs, better clarity and control over the supply chain. As a result, small to mid-scale Grade B and Grade C warehouses close to urban peripheral zones of leading cities are being replaced by modern Grade A warehouses with larger floor plates.

b) **Growth of E-commerce:** With the boom in E-commerce industry and changes in consumer behaviour, the logistics sector too has benefitted. E-commerce growth has been one of the key factors influencing the increase in demand for Grade A warehouses. E-commerce industry has in fact accounted for approximately 12% of the total warehousing absorption across India's top eight cities. After China and the US, India had the 3rd largest online consumer base of 110 million in 2020. India's online retail industry is expected to grow at a CAGR of 22.45% and become a US$ 350 billion market by 2030. Some of the key enablers supporting India's E-commerce growth and therefore consequently the logistics and warehousing sector include:

- **Increasing urban population:** India's total urban population has seen an increase of nearly 34% in 2020. Increasing consumer outreach into Tier II and III cities has led to subsequent increase in online retailing.

- **Growth of internet users:** As of July 2021, the number of internet connections in India significantly increased to 784.59 million driven by sharp decline in data costs (~96% from 2014) and the 'Digital India' program. The demand for E-commerce is thus expected to grow in tandem with increasing internet usage and digital penetration

- **Growth of Mobile users:** As of 2021, India had a total 1.2 billion mobile subscribers of whom almost 63% were smart phone users. Moreover, an increasing number of purchases are being made through personal mobile devices, phones and tablets with greater smartphone mobilization.

- **Increasing digital socialization (social networking services or SNS):** Social networks are the worldwide environment for establishing E-commerce by offering advantages such as coverage to wider user bases as well as specific outreach to target audiences. India is estimated to have 228 million social commerce shoppers by 2022, shopping through apps such as WhatsApp, Facebook, YouTube and Instagram.

- **Rise of digital payments:** Additionally digital payments have been a key enabler for the E-commerce boom. Digital payment space in India has seen tremendous growth over the past few years with the volumes of digital transactions increasing at a CAGR of 23%.

c) **3PL and Operational efficiencies:** 3PL service providers facilitate supply chain management for businesses by consolidating various logistics activities into a single management contract. The expertise, standard operating procedures and technology driven solutions of the 3PL service provider can assist in integrating various business processes to make supply chains agile and responsive to growing customer demands and to leverage the same in an ultra-competitive global business environment. 3PL demand driven by FMCG, manufacturing, retail and E-commerce is pegged to grow at a CAGR of 8-9% during 2023-2027. Further, 'less than truckload' (LTL) logistics and 'courier, express and parcel' (CEP) firms in India have seen growing demand which in turn has spurred leasing demand for Grade A warehouses.

d) **Automation of internal warehousing operations:** Warehouses are now increasingly adopting disruptive technologies such as drones, optical sensors, auto-sorting machines and robotics devices. This has in turn created demand for taller structures since users often install mezzanine levels and tall racking systems that require more space above the floor. The floor quality is equally important with floor flatness and clear height area being important enablers for warehouse automation and use of robotics, guided vehicles and conveyors. Demand for Grade A warehousing facilities that are designed to meet these requirements of additional heights and floor quality is consequently increasing.

e) **Investments from institutional capital funds:** Traditionally, warehousing infrastructure in India was lacking due to limited availability of funds and financing options. With the grant of 'infrastructure status', India's logistics sector has become a haven for developers especially after the Covid 19 pandemic. Increased investments in logistics space is also driving demand for developing Grade A warehouses. For instance, investments in the logistics space reached historic levels of US$ 1.3 billion in 2021 with investments in both greenfield development and brownfield acquisitions.

SUMMARY OF BUSINESS

This section should be read in conjunction with, and is qualified in its entirety by, Special Purpose Combined Financial Statements as Annexure A and the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 52 and 166, respectively, as well as all other information contained in this Draft Placement Memorandum.

References to "we", "us" and "our" are to the Trust and the Warehouse SPV, on a combined basis.

The discussion below may contain forward-looking statements and projections and reflects our current views with respect to future events and financial performance, which are subject to numerous risks and uncertainties. Such statements are based on the assumptions set forth in the section entitled "Projections of Revenue and Operation Cash Flow" and are subject to certain risks and uncertainties, which could cause actual results to differ materially from those anticipated in these forward-looking statements and/or projections. As such, you should also read the "Projections of Revenue and Operating Cash Flow" enclosed as Annexure B and the sections entitled "Risk Factors" and "Forward Looking Statements" on pages 52 and 15, respectively, which discuss a number of factors and contingencies that could affect our financial condition and results of operations.

Industry, macro-economic and market data and all industry related statements in this section have been extracted from either the CBRE Report, or the Valuation Report. For further details, please see the section entitled "Industry Overview" on page 122. For further details and risks in relation to commissioned reports, please see the section entitled "Risk Factors— This Draft Placement Memorandum contains information from the CBRE Report which is a commissioned report. The accuracy of statistical and other information referred to in the CBRE Report are based on certain estimates and assumptions that are subjective in nature and cannot be guaranteed." on page 58.

Overview

The Trust is a registered infrastructure investment trust under the InvIT Regulations, set up in order to invest in infrastructure projects in accordance with the InvIT Regulations.

The Trust has entered into the SPA with the Sponsor, in terms of which the Trust shall upon completion of the Issue and immediately prior to the Allotment of Units acquire from the Sponsor, 100% of the equity shareholding of the Warehouse SPV. The Trust through the Warehouse SPV shall acquire and own logistics infrastructure assets, including plant and equipment, apparatus, fixtures and fittings and other movable assets and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouses ("**Logistics Infrastructure**"). In addition, the Warehouse SPV has leasehold rights over the Warehouses aggregating 12.77 million square feet as of July 31, 2023, and its associated assets (such Warehouses together with the Logistics Infrastructure, referred to as "**Warehouse Assets**").

Our warehousing facilities shall comprise 64 Warehouses spread across 34 cities across India including the key warehousing markets namely, Delhi NCR, Mumbai, Bengaluru, Chennai, Kolkata, Ahmedabad, Pune and Hyderabad. Each of these 64 Warehouses has an area of more than 100,000 square foot and an investment of more than ₹25 crore as specified under the Harmonized List.

The Warehouse SPV has entered into the Asset Purchase and Sale Agreement with the Sponsor to acquire the Logistics Infrastructure from the Sponsor, for an aggregate consideration of ₹ 4,261 crores. For further details, please see the section entitled "*Related Party Transactions*" on page 179. The Logistics Infrastructure shall be transferred to the Warehouse SPV prior to Allotment of the Units in the Issue and post the acquisition of 100% of the equity shareholding of the Warehouse SPV by the Trust. The Warehouse SPV has also entered into Lease Agreements or Lease Assignment Agreements with the respective landlords/original lessee, licensor or sub-lessee, as the case may be, in terms of which the Warehouse SPV has the right of use on the underlying land and warehousing facilities for the lease term with an option to extend the lease term on mutually agreeable terms. For further details, please see the section entitled "*Business - Summary of Lease Agreements and Lease Assignment Agreements*" on page 146.

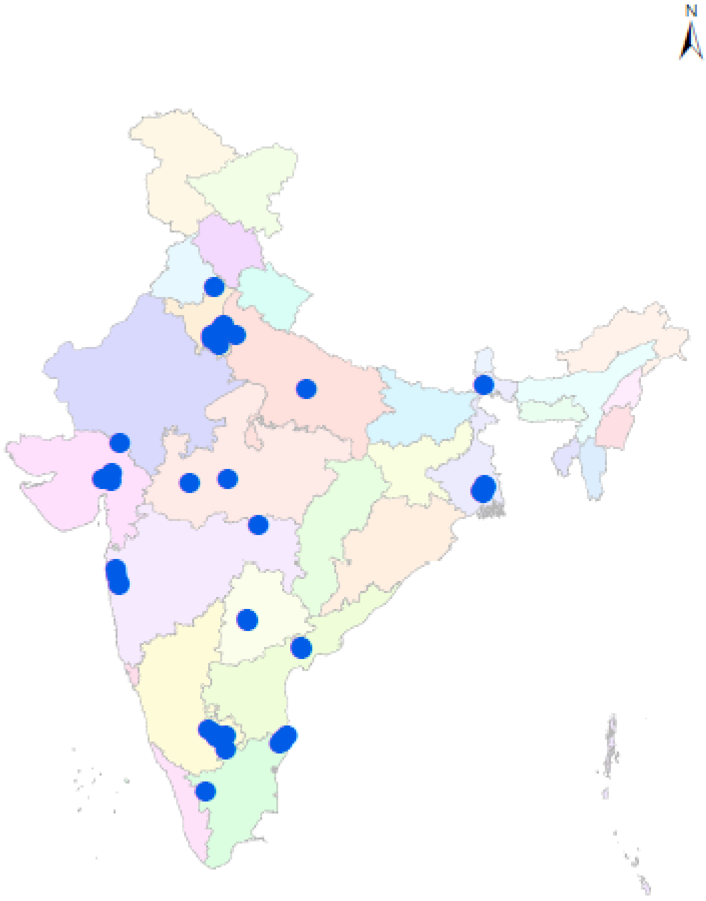
The Warehouse SPV has also entered into the WUA to provide warehousing services to its anchor customer, RRVL, which is also our Sponsor. RRVL together with its subsidiaries, joint ventures and associates ("**Reliance Retail**") reported a consolidated total income of ₹ 2,31,366 crore and net profit of ₹ 9,181 crore for the year ended March 31, 2023. As of June 30, 2023, Reliance Retail operated 18,446 stores with 70.6 million square feet of retail space across the country. RRVL's subsidiary Reliance Retail Limited lists second amongst the fastest growing retailers in the world and is ranked 56th in the list of Top 250 Global Retailers as per Deloitte's Global Powers of Retailing 2022 index.

Portfolio of warehousing facilities (as of July 31, 2023)

Our Warehouses are located across India. A region-wise summary of the Warehouses is provided below:

Sr No	Region	No. of Warehouses	Area in square foot
1.	South	21	37,11,291
2.	West	17	35,30,920
3.	North	17	38,06,831
4.	East	7	13,91,184
5.	Central	2	3,26,401
	Total	**64**	**12,766,627**

Location of the Warehouse Assets



Our Competitive Strengths

We believe that our competitive strengths are as follows:

Stable, secured and recurring revenue stream through a long-term WUA with RRVL

Reliance Retail has demonstrated strong growth in terms of both total income (28.28% CAGR since Fiscal 2021) and profitability (29.42% CAGR since Fiscal 2021) with continuous store expansion (18,446 stores as of June 30, 2023) and retail space (70.6 million sq. ft. as of June 30, 2023). The aggregate transactions at Reliance Retail crossed 1 billion in Fiscal 2023 with footfalls exceeding 780 million. Further, Reliance Retail has demonstrated sustained growth in digital and new commerce with new commerce crossing a milestone of 3 million merchant partners. Reliance Retail continues to scale up business in existing formats and entering into new segments such as beauty and fast-moving consumer goods businesses.

We believe that the nationwide presence of our Warehouse Assets is critical for the smooth operations of Reliance Retail. The Warehouse SPV has entered into the WUA with RRVL that would come into effect on the Closing Date. Pursuant to the WUA, the Warehouse SPV shall provide warehousing services (as specified in the WUA) to the Sponsor on a non-exclusive basis for a period of 30 years from the Closing Date. Further in terms of the WUA, the Warehouse SPV has a right of first offer ("**ROFO**"), whereby in the event RRVL requires the creation of any new warehousing facility that meets the criteria laid down in the Harmonized List, then the Warehouse SPV shall have the first right to offer such warehousing facility from RRVL. The WUA significantly de-risks the business model for the Warehouse SPV and provides stability in earnings and cash flows. The ROFO pursuant to the WUA, also provides the Warehouse SPV the opportunity to expand its portfolio of Warehouse Assets and generate additional revenues and cashflows.

Pan-India presence of Warehouse Assets

Our Warehouse Assets shall comprise 64 Warehouses (including the relevant Logistics Infrastructure) with aggregate area of approximately 12.77 million square feet across 34 cities (as of July 31, 2023). These 64 Warehouses are strategically spread across Tier I and Tier II cities that shall allow us to service the key markets including Delhi NCR, Mumbai, Bengaluru, Kolkata, Ahmedabad, Chennai and Hyderabad.

Demand for warehousing and logistics assets is anticipated to be resilient in the near future on the back of occupiers adopting a multipolar supply chain strategy and continuing government impetus to improve logistics infrastructure and investments. Additionally, occupiers shall aim to achieve operational efficiencies and rationalize costs through a multi-user and large scale warehouse service provider.

While demand for warehousing space witnessed a dip in CY2020, since then, the annual demand has consistently shown an uptick and during CY2022 the demand was recorded at 31.6 million sq ft almost matching the pre-COVID peak and is expected to rise to between 32-35 million sq. ft. during CY2023 across the top eight key warehouse markets (*Source: CBRE Report*). The supply during this period has remained below demand with the gap between demand and supply increasing to 10.7 million sq. ft. in CY2022 (*Source: CBRE Report*). We believe that with our extensive network of warehousing facilities we would be ideally placed to benefit from these industry dynamics to garner new warehousing servicing contracts from third parties in addition to our anchor customer RRVL.

Long term project O&M Agreement and Project Execution Agreement in place providing stability in operating costs and capex costs respectively

The Warehouse SPV has entered into the O&M Agreement with JIMSL (the Project Manager) and RPPMSL (the Operator) that shall come into effect from the Closing Date. In terms of the O&M Agreement, RPPMSL shall operate and maintain the Warehouse Assets for a period of 30 years from the Closing Date at a fixed rate as agreed and set out in the O&M Agreement and shall be responsible for meeting the service parameters specified in the WUA. We believe that this arrangement provides us with stability in our costs and cash flows. Further the Warehouse SPV has entered into the Project Execution Agreement with JIMSL and RPPMSL (the Contractor) that shall also come into effect from the Closing Date. In terms of the Project Execution Agreement, RPPMSL shall procure, build, establish, install, and commission new Warehouse Assets for the Warehouse SPV and deliver them on a turn-key basis to the Warehouse SPV at the rates specified in the Project Execution Agreement. We believe that this arrangement provides us with stability in our capex costs and visibility of delivery of new Warehouse Assets that would allow us to better plan and design our funding plans to optimize the distributions to the Unitholders.

Multi-format Warehouse Assets

Our Warehouse Assets cater to different businesses of Reliance Retail including grocery, digital, fashion and lifestyle and furniture. Further, the Warehouse Assets are designed in such a manner that they can be repurposed on short notice to meet the requirements of our anchor customer RRVL across the different formats that it operates in. Furthermore, in terms of the WUA, RRVL has the right to relocate any Warehouse where the warehousing services are being provided by providing a written notification to the Warehouse SPV. The Warehouse SPV shall continue to charge RRVL for the period taken by the Warehouse SPV to relocate such Warehouse Assets and recover from RRVL any expense incurred by it for this purpose. Additionally, if RRVL requires any work order in relation to a Warehouse under the Project Execution Agreement, to be changed to repurpose such Warehouse in accordance with RRVL's requirement, RRVL shall pay to the Warehouse SPV such amount that may be payable by the Warehouse SPV to the Contractor for effecting such changes. This ensures that there is no impact on the financial position of the Warehouse SPV.

Our Strategies

Target new customers and diversify our customer base

We believe that the pan-India network of our Warehouse Assets positions us well to capture growing demand for warehousing services from the likes of various retail service providers. We intend to actively market our Warehouse Assets to new customers to generate additional sources of revenue and cash flows over time. In terms of our WUA, RRVL is committed to take up 60% of the total space at our Warehouses providing us with sufficient additional space which is available for new customers. Additionally, in terms of our WUA, while the WUA itself is valid for 30 years, the individual service orders for the Warehouse Assets are valid for a period of one year will be automatically extended for a further period of one year if not terminated by three months' notice prior to the expiry of the service orders. If no termination notice is issued, then the term is automatically renewed by the Warehouse SPV for a further period of one year. This provides the Warehouse SPV, the flexibility to target new customers for taking up much larger space at our warehouses subject to the right of first refusal which is available to RRVL under the WUA. This would help in improving our revenues as well as diversify our customer base.

Automation and mechanization of Warehouse Assets using latest technology

We intend to accelerate the automation of the Warehouse Assets which would help us in improving efficiencies in meeting the service parameters assured in the WUA. We also intend to carry out mechanization of the Warehouse Assets using the latest technologies including robotics for several activities, including, receiving, putting away, picking, packing and dispatching. This enables significant operational efficiencies, in areas such as in-warding speed, order picking time, processing speed. We believe that our thrust on automation and mechanization of our Warehouse Assets, would not only assist us in better serving the needs of our anchor customer, RRVL but also improve our credentials in targeting newer third-party customers for our Warehouse Assets.

Institute and maintain efficient capital structures to maximize distributions to the Unitholders

We seek to institute and maintain efficient capital structure at all levels to maximize distributions to the Unitholders. From the proceeds of the Issue, we propose to *inter alia* extend the Trust Loan 1 to the Warehouse SPV under the Trust Loan 1 Agreement that shall allow us to upstream the cash flows from the Warehouse SPV in an efficient manner which would in turn be used for servicing the distributions to the Unitholders. Immediately upon completion of the Issue, the consolidated borrowings and deferred payments net of cash and cash equivalents as a percentage of value of the Trust Assets shall be 47.02%. Accordingly, we have the option to increase our borrowings subject to and in compliance with the provisions of the InvIT Regulations if the need arises to fund our future capex requirements and thus optimizing the returns to our Unitholders. We will also seek to employ appropriate financing policies and diversify our funding sources with the objective of minimizing our overall cost of capital.

RISK FACTORS

An investment in the Units involves risks. Prospective investors should carefully consider all the information in this Draft Placement Memorandum, including the risks and uncertainties described below, before making an investment in the Units. If any of the risks described below occurs, our business, cash flows, financial condition and prospects could be materially and adversely affected, the market price of the Units could decrease and investors could lose all or part of their original investment. The risks and uncertainties described in this section may not be the only risks and uncertainties the Trust currently faces. Additional risks and uncertainties not presently known to the Trustee, the Sponsor or the Investment Manager, or that the Trustee, the Sponsor or the Investment Manager currently deem immaterial, may arise or may adversely affect our business, prospects, financial condition, cash flows, results of operations and the price of the Units. Unless otherwise stated in the relevant risk factors set forth below, the Trustee, the Sponsor and the Investment Manager are not in a position to specify or quantify the financial or other risks mentioned herein.

*This Draft Placement Memorandum also contains forward-looking statements (including the financial projections (the "**Projections**") that involve risks, uncertainties and assumptions. The actual results of the Trust and the Warehouse SPV could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in this Draft Placement Memorandum.*

In making an investment decision, prospective investors must rely upon their own examinations and the terms of the Issue, including the merits and the risks involved. To obtain a complete understanding, prospective investors should read this section in conjunction with Special Purpose Combined Financial Statements attached as Annexure A and the sections entitled "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 141 and 166, respectively, as well as all other information contained in this Draft Placement Memorandum. Prospective investors should consult their tax, financial and legal advisors about the particular consequences of investing in the Issue.

In this section, unless the context otherwise requires, a reference to "we", "us" and "our" refers to the Trust and the Warehouse SPV on a consolidated basis.

Risks Related to the Warehouse SPV's Business and Industry

1. RRVL is expected to contribute substantially towards all of the Warehouse SPV's revenues. Accordingly, the Warehouse SPV's results of operations and financial condition are linked to those of RRVL. As a result, any and all the factors that may adversely affect the business of RRVL would adversely and materially affect the results of operations and financial condition of the Warehouse SPV. Further, any delay in payments from RRVL would materially and adversely affect the Warehouse SPV's cash flows and distributions to our Unitholders.

The Warehouse SPV has entered into the WUA with RRVL to provide warehousing services to RRVL in accordance with the service parameters specified therein. RRVL, the anchor customer of the Warehouse SPV is expected to contribute substantially to all of the Warehouse SPV's revenues and cash flows. Accordingly, the results of operations and performance of the Warehouse SPV heavily depends on factors affecting the consolidated business of RRVL. RRVL's business is sensitive to several factors such as the general growth of the Indian economy, lock-downs implemented by the Government of India and/or state governments due to COVID-19 or any other pandemic, competition from other organized and unorganized retail players, changes in consumer behavior patterns, the pace of scale up of its operations across its digital and new commerce initiatives as well as physical stores roll-out and successful implementation of its growth strategy in entering into new segments such as beauty and fast moving consumer goods' businesses. Any adverse impact on the business of Reliance Retail or any deterioration in its creditworthiness may impact its ability to service its payment obligations under the WUA. For details on the terms of the Warehouse Use Agreement, please see the section entitled "*Summary of the Warehouse Agreements – Warehouse Use Agreement*" on page 150. Any delay or default in payments by RRVL under the WUA may affect our ability to continue to operate and maintain our Warehouse Assets, fund our working capital, service our debt obligations and make distributions to Unitholders.

2. Our results may be adversely affected by future unforeseen events, such as the outbreak of the Novel Coronavirus ("COVID-19"), or a similar outbreak, adverse weather conditions, natural disasters, civil disturbances, terrorist attacks or threats, future epidemics or pandemics or other catastrophic events.

Unforeseen events, such as epidemics, pandemics, adverse weather conditions, natural disasters, threatened or actual armed conflicts, terrorist attacks, efforts to combat terrorism or other catastrophic events can adversely impact our business. We cannot predict the effect any such events will have on our business, prospects, financial condition, results of operations, cash flows, future operations and performance; however, they could be material.

For instance, during the COVID-19 pandemic governments around the world including India took various restrictive measures designed to limit the spread of the virus, such as the implementation of travel restrictions, mandatory cessations of business operations, mandatory quarantines and work-from-home and other alternative working arrangements, curfews, limitations on social and public gatherings and partial lockdowns of cities or regions. Any re-occurrence of COVID-19 outbreak or other such pandemic events may cause unprecedented economic disruption in India and in the rest of the world and could materially and adversely affect our business, financial condition and results of operations.

3. Termination of our leases or inability to renew and maintain our leasing agreements with the landlords would materially and adversely affect our business, operations and financial position.

Our warehousing facilities comprise 64 Warehouses spread across 34 cities in India. We have entered into Lease Agreements for 31 Warehouses and Lease Assignment Agreements for the remaining 33 Warehouses. Some of these Lease Agreements and Lease Assignment Agreements have been registered and the remaining Lease Agreements and Lease Assignment Agreements are in the process of being registered. The weighted average balance term outstanding for the above leases is approximately 11.59 years. In the event any of the leases are terminated prematurely by the landlord in terms of the Lease Agreement or the Lease Assignment Agreements or if we are unable to renew the leases at the end of their respective terms at favourable terms and we are unable to enter into newer arrangements for warehousing facility of similar size and location, then our ability to service our customers would be materially impacted and may lead to cancellation or termination of our contracts with our customers. Further, we shall be required to relocate the Logistics Infrastructure upon non-renewal or termination of the Lease Agreements and Lease Assignment Agreements pursuant to the foregoing. This would materially and adversely affect our business, operations and financial position as well as our ability to service our debt and make distributions to our Unitholders. We are in certain instances also required to indemnify the lessors, for any losses suffered by them on account of any breach of the terms and conditions of the relevant lease deeds or deeds of assignment, as applicable. Further in terms of the leasing agreements, there are certain obligations placed on the landlord in relation to permits and approvals. Any inability of the landlords to meet their obligations under the agreements may materially and adversely affect our business and operations. Further, in such cases the Warehouse SPV may need to incur costs for which the Warehouse SPV may not be able to seek any compensation or reimbursement or indemnity from the landlords in a timely manner or at all. This may also adversely and materially impact our business, operations and financial conditions.

4. Competition in the warehousing and supply chain industry may create pricing pressures that materially and adversely affect us.

The warehousing market in India is largely fragmented and dominated by unorganized developers who serve approximately 85% of the country’s warehousing supply. However, the unorganized sector is characterized by limited automation, mechanization, high handling costs, low capacity and lower throughputs. With growth in the retail sector, e-commerce platforms and policy initiatives, there has been growing demand for Grade A warehouses and several organized players including global developers such as ESR, Logos and Ascendas have invested in the warehouse sector. There have also been huge investments made by private equity investors in this space with over US$ 4.2 billion invested between 2018 and 2021 in this industry (*Source: CBRE Report*). We believe that the entry of large Grade A warehouse developers with pan-India presence and with the backing of global private equity investors would pose severe competition to us as we look to expand our warehouse service offerings to new third party customers in addition to our anchor customer, RRVL.

Our competitors may be able to offer superior pricing, locational advantage, better quality and service parameters and value-added services such as end to end logistical and supply chain support to our prospective customers. If we are unable to compete effectively against any warehouse properties within proximity to, or in the same sub-market as any of our warehouses or match any better rental or other terms being offered by our competitors it could materially and adversely affect our strategy of targeting new third-party customers which would restrict our ability to improve the distributions to our Unitholders.

5. Failure to comply with, safety, health and environmental laws and regulations in India applicable to our business or adverse changes in such applicable laws and regulations, may materially and adversely affect our business.

The Warehouse SPV’s business is subject to environmental, health and safety regulations and standards and various labour, workplace and related laws and regulations in India, including procurement of consent to establish and operate the diesel generator sets installed at warehousing facilities, from relevant State Pollution Control Boards and Pollution Control Committees. Any adverse changes in, or amendments to, these standards or laws and regulations could further regulate our business and could require us to incur additional, unanticipated expenses in order to comply with these changed standards which would adversely impact our operations. If we or our appointed operators fail to meet safety, health, social and environmental requirements, we may also be subject to litigation proceedings by governmental authorities, as well as litigation proceedings by environmental groups and other individuals, which could result in substantial fines and penalties against us. Penalties imposed by regulatory authorities on us or third parties upon whom we depend may also disrupt our business and operations.

We might become involved in future litigation or other proceedings or be held responsible in any such future litigation or proceedings relating to safety, health and environmental matters in the future. Clean-up and remediation costs, as well as damages, payment of fines or other penalties, other liabilities and related litigation, could materially and adversely affect business, prospects, results of operations, cash flows and financial condition.

6. An inability to obtain, renew, transfer or maintain the required statutory and regulatory permits and approvals or to comply with the applicable laws may have an adverse effect on our business.

The Warehousing Infrastructure Business requires the following approvals, (i) no-objection certificate from the respective fire department; (ii) approval for operating diesel-generator sets; (iii) shops and establishments registrations in certain states; (iv) GST registration certificates; and (v) approvals for operation of weighbridges. Since in case of the Warehouse SPV, the operations pertaining to the Warehousing Infrastructure Business would commence only from the Closing Date (as defined in the SHOA), the aforementioned approvals (excluding GST registration certificates) are currently not in the name of the Warehouse SPV. The Warehouse SPV and/or the Operator under the O&M Agreement, propose to apply and procure for new approvals or seek transfer of certain existing approvals which are held in the name of either, (a) the landlord; (b) existing operator of the warehouse; or (c) warehouse user. However, in certain cases, some of these approvals may continue to remain in the name of the landlord (for instance, approval form the fire department, as the same may relate to the structure which is owned by the landlord) or the warehouse user with consent and requisite permission to the Warehouse SPV for continuity of their usage until the validity of the respective lease period. However, there can be no assurance that these approvals would be received or transferred in the name of the Warehouse SPV in a timely manner or at all. In addition, the warehousing facilities are required to comply with a wide variety of Indian laws and regulations. There can be no assurance that the warehousing facilities are in compliance with such laws and regulations or as requested by the regulatory authorities, have obtained all necessary approvals or that they will continue to obtain the necessary approvals or have been and will continue to be in compliance with all applicable laws and regulations. In the event of any failure to obtain or renew the approvals or if there is a delay in the obtaining of such approvals, we could be subject to penalties and regulatory action and our business and financial condition could be adversely affected. Further, these permits, licenses and approvals could be subject to several conditions, and the Trust cannot assure investors that we have or would be able to comply with all such conditions and will be able to continuously meet such conditions or be able to prove compliance with such conditions to the authorities. Any non-compliance may lead to cancellation, revocation or suspension of relevant permits, licenses or approvals, which may result in penalties or the interruption of our operations and may adversely affect our business, financial condition and results of operations. For further details, please see the section entitled "*Regulatory Approvals*" on page 191.

7. A decrease in demand for warehousing infrastructure in India could materially and adversely affect our ability to attract potential customers in the market.

We intend to actively market our Warehouse Assets to potential customers to improve our capacity utilization, reduce dependence on RRVL and increase our revenue from operations and cash flows. As our business consists of setting up, acquiring, owning and operating warehouses and supporting infrastructure and providing access to these warehousing facilities primarily to our customers, factors adversely affecting the demand for warehouses in India in general would adversely affect our ability to attract potential customers in the market. Such factors could include:

- a decrease in consumer demand for retail services due to adverse general economic conditions or other factors;
- a deterioration in the financial condition of our customers;
- the ability and willingness of retail service providers to maintain or increase capital expenditure;
- a decrease in the overall growth rate of warehousing industry or of a particular segment of the warehousing sector; and
- adverse developments with regard to increase in stamp duty rates on lease agreements, zoning, environmental, health and other government regulations.

Our strategic plans would be based on the assumption that the demand for warehousing services in India will grow at a rapid pace. If the market does not grow or grows at a slower rate than we expect, or the behaviour of market players does not meet our current expectations, the demand for our warehousing services will be adversely affected, which would affect our ability to attract potential customers in order to increase our revenue from operations and cash flows.

8. ***Merger or consolidation among warehousing service providers could have a material and adverse effect on our revenue and cash flow.***

Consolidation of organized and large warehousing and logistics service providers may result in greater efficiencies, lower costs, improved quality and service parameters as well as better access to funding sources. This may result in our competitors offering lower costs when compared to our offerings to prospective customers. This would adversely and materially impact our ability to target new customers to grow our revenue and cash flow streams and increase the distributions to our Unitholders.

9. ***Our business depends on the availability of an adequate and uninterrupted supply of electrical power and fuel at a reasonable cost.***

Our Warehouse Assets require an adequate and cost-effective supply of electrical power to function effectively. We principally depend on power supplied by regional and local electricity transmission grids operated by the various state electricity providers. In the non-urban areas where power supply is erratic, in order to ensure that the power supply to our sites is constant and uninterrupted, we also rely on diesel generator sets, which require diesel fuel and may require regulatory approval. A lack of adequate power supply and/or power outages or fluctuations in the power rate could result in significant downtime, resulting in service level parameters not being met for our customers.

There is no assurance that we will have an adequate or cost-effective supply of electrical power at our warehousing facilities or fuel for diesel generator sets. If our fuel and electricity costs increase and if we are unable to pass through the same to our customers, the Warehouse SPV may suffer an adverse impact on its business, prospects, results of operations, cash flows and financial condition.

10. ***Our business and operations may be materially and adversely impacted, if we are unable to successfully implement our automation and mechanization strategy.***

We propose to implement automation and mechanization across all our warehousing facilities to improve overall efficiencies and capacity utilizations. This would help us in better serving the needs of our anchor customer, RRVL, as well as assist us in targeting third party customers. If we are unable to successfully implement this strategy in a cost-effective manner or at all, it would adversely affect our ability to meet the service parameters of our anchor customer, RRVL, resulting in liquidated damages being payable to RRVL which we may or may not be able to recover from the Operator under the O&M Agreement. Further, a failure to implement our automation and mechanization strategy, would adversely affect our ability to garner new customers. In such an event our business and operations would be materially and adversely impacted.

11. ***We are exposed to information technology and cyber security risks and disruptions in our disaster recovery systems or business continuity planning could limit our ability to operate the business effectively.***

As our businesses and operations rely on information technology, we are exposed to risks of cyber security threats, data privacy breaches as well as other network security and stability risks. The scale and level of sophistication of cyber security threats have increased especially in recent times. Any failure of the Operator to provide adequate and timely software and hardware support could have a material adverse effect our systems. Disruptions to our information technology systems, whether resulting from cyber-attacks, a failure by a key vendor or otherwise, that can cause interruptions to the operation of the Warehouse Assets and services provided to our customers, may result in litigation and/or regulatory fines and penalties.

Further, any failure or deviation of our disaster recovery systems or business continuity plans to meet the relevant regulatory standards, rules or laws in India may result in additional costs in order to upgrade such systems and/or the imposition of sanctions, including financial penalties, upon us, which may have a material adverse effect on business, prospects, results of operations, cash flows and financial condition.

12. ***Changes in technology may render our current technologies obsolete or require us to make substantial capital investments. Failure to respond to current and future technological changes in an effective and timely manner may adversely affect our business and results of operations.***

The technology requirements for businesses in the warehouse and supply chain sectors are subject to continuing change and development. Some of our existing technologies and processes in the warehouse and supply chain business may become obsolete or perform less efficiently compared to newer and better technologies and processes.

The cost of upgrading or implementing new technologies, upgrading our existing equipment or expanding capacity could be significant and may adversely affect our results of operations if we are unable to pass on such costs to our customers. Failure to respond to current and future technological changes in an effective and timely manner may adversely affect our business and results of operations.

13. ***The Warehouse Assets may need to be reconditioned or may need to undergo preventive maintenance work to ensure that they continue to remain operational. Any failure to carry out such maintenance works in a cost-effective manner or at all may adversely affect our business, operations and financial position.***

The Warehouse Assets may need to be reconditioned or may need to undergo preventive maintenance to ensure that they remain in working condition and their operative life can be extended. While such preventive maintenance or refurbishment falls within the scope of our O&M Agreement, we cannot assure that the Operator would be able to provide such services efficiently and that we would not be required to incur additional expenses to maintain our Warehouse Assets. In such an event there can be no assurance that we would be able to recover such costs from our customers. During the period of undertaking such reconditioning or major maintenance at a particular warehousing facility, the Warehouse SPV may not be able to service its customers at that facility. If the Warehouse SPV fails to make alternative arrangements for such periods of time, then it may not be able to fulfil its service obligations to its customers, which may adversely impact its business and operations. Further, if the Warehouse SPV fails to undertake such reconditioning or preventive maintenance, the useful life of its Warehouse Assets would be adversely impacted, and it would materially and adversely impact our ability to service our customers resulting in cancellation or termination of our contracts. This in turn would negatively impact our financial position and our ability to service our debt and make distributions to our Unitholders.

14. ***The Trust may not be able to successfully fund future acquisitions of new Warehouse Assets due to the unavailability of debt or equity financing on acceptable terms, which could impede its ability to acquire new assets or exercise its ROFO under the WUA and expand its operations.***

The Trust will rely on debt and issuance of additional units to finance and expand its portfolio of Warehouse Assets. The Trust's consolidated borrowings and deferred payments net of cash and cash equivalents is estimated to be ₹ 2,977 crores immediately on the completion of the Issue, which will constitute 47.02% of the value of the Trust Assets. In terms of the InvIT Regulations, the consolidated borrowings and deferred payments net of cash and cash equivalents of an InvIT cannot exceed 70% of the value of the InvIT assets. Further, the consolidated borrowings and deferred payments net of cash and cash equivalents cannot exceed 49% of the value of the assets of the InvIT provided, (i) the InvIT makes at least six distributions, on a continuous basis, post listing, in the years preceding the financial year in which the InvIT proposes to take additional borrowings; (ii) the InvIT obtains a credit rating of 'AAA' or equivalent for its consolidated borrowings and the proposed additional borrowings from a SEBI registered credit rating agency; (iii) the InvIT utilizes the funds raised from the borrowings for acquisition or development of infrastructure projects; and (iv) the InvIT obtains approval of 75% of its unitholders by value. Accordingly, the Trust may not be able to increase its borrowings to fund any capex or future acquisition of Warehouse Assets if such conditions are not met. Further, there can be no assurance that on satisfaction of such conditions, the Trust would be able to raise debt funds on competitive terms in a timely manner and the fund raise may be subject to additional terms and conditions which may be onerous and restrictive in nature. The Trust may also fund the consideration (in whole or in part) for future acquisitions through the issuance of additional Units, subject to Unitholder approval, as required. Such issuances may result in the dilution of the interests in the Trust held by existing Unitholders. Furthermore, the Trust may not be able to complete the issuance of the required number of Units on short notice or at all due to a lack of investor demand for the Units at prices that it considers to be in the interests of the existing Unitholders.

The Trust's ability to raise foreign currency debt may be constrained on account of several factors including any restrictions imposed by the Reserve Bank of India, uncompetitive terms and additional costs that may need to be borne due to hedging interest rate and currency rate risks.

Debt financing may increase the Trust's vulnerability to general adverse economic and industry conditions by limiting its flexibility in planning for or reacting to changes in its business and its industry. The Trust will also be subject to the risk that certain covenants in connection with any future borrowings may limit or otherwise adversely affect its operations and its ability to make distributions to its Unitholders. Such covenants may also restrict the Trust's ability to acquire additional projects or undertake other capital expenditure by requiring it to dedicate a substantial portion of its cash flows from operations to interest and principal payments on its debt.

15. ***Our insurance policies may not provide adequate protection against various risks associated with our operations.***

Our assets are subject to various risks that we may not be insured against, adequately or at all, including:

- changes in governmental and regulatory policies;
- shortages of, or adverse price movement for, construction materials;

- design and engineering defects;
- breakdown, failure or substandard performance of the Warehouse Assets;
- improper installation or operation of the Warehouse Assets;
- labour disturbances;
- public agitations/demonstrations;
- terrorism and acts of war;
- fire accidents;
- theft or burglary;
- inclement weather and natural disasters;
- environmental hazards, including flooding, cyclones, droughts, tsunamis and landslides; and
- adverse developments in the overall economic environment in India.

Further, we are subject to various risks in the operation of the Warehouse Assets. While we shall take insurance policies which are in line with our business requirements and which we believe to be consistent with industry standards, such insurance coverage might not be adequate to cover all risks or losses that may arise or we might not be able to procure adequate insurance coverage at commercially reasonable rates in the future.

Our insurance may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage. To the extent we suffer damage or loss which is not covered by insurance, or exceed our insurance coverage, such damage or loss would have to be borne by us. Material losses in excess of insurance proceeds (if any at all) could materially and adversely affect our business, prospects, financial condition, cash flows and results of operations.

16. We will depend on various third parties to undertake certain activities in relation to the operation and maintenance and establishing of the Warehouse Assets. Any delay, default or unsatisfactory performance by these third parties could materially and adversely affect our ability to effectively operate or maintain the Warehouse Assets.

The Warehouse SPV has entered into the O&M Agreement with the Project Manager and RPPMSL, in terms of which RPPMSL as the Operator shall operate, maintain and manage the Warehouse Assets and provide the related services. RPPMSL shall also be responsible for ensuring that the Warehouse SPV meets all the service level requirements under the WUA. RPPMSL may at its discretion provide the O&M services by itself or through sub-contractors. While we believe we have adequate safeguards in our O&M Agreement, there can be no assurance that we would not be exposed to any risks or be held liable for any acts or omissions by RPPMSL or its sub-contractors.

The Warehouse SPV has also entered into the Project Execution Agreement with the Project Manager and RPPMSL, in terms of which RPPMSL as the Contractor shall perform work for establishment of new Warehouse Assets and delivering them to the Warehouse SPV on a turn-key basis. RPPMSL can deploy manpower and staff as may be required for performance of its responsibilities and may sub-contract any of the work to be performed by it. Any delay, default or unsatisfactory performance by RPPMSL or sub-contractors could materially and adversely affect our ability to effectively roll-out new Warehouse Assets which would in turn affect our ability to meet the demands of our anchor customer, RRVL and other third party customers.

Our results of operations and performance depends on factors affecting the ability of RPPMSL to carry out its operations. If RPPMSL fails to perform its obligations satisfactorily or within the prescribed time periods or budgets, or terminates its arrangements with us, we may be unable to operate the Warehouse Assets. If this occurs, we may be required to incur additional cost or time to operate and maintain the Warehouse Assets in a manner consistent with the applicable standards, which could result in reduced profits or, in some cases, significant penalties and losses which we may not be able to recover from any third party.

17. Our inability to successfully recruit, train, integrate, retain and motivate new management team of the Warehouse SPV may adversely affect our business.

It is proposed that on the consummation of the SPA, the Warehouse SPV would build a suitable team to run the business of the Warehouse SPV especially in targeting potential third-party customers. There can be no assurance that we will be able to successfully recruit, train, integrate, retain and motivate employees, to design, plan and implement our growth strategy. Our failure to do so would have a material adverse effect on business, prospects, results of operations, cash flows and financial condition of the Warehouse SPV.

18. We have entered into and may continue to enter into related-party transactions, the terms of which may be unfavourable to us or could potentially involve conflicts of interest.

We have entered and may continue to enter into transactions with certain related parties including the Investment Manager, the Sponsor and respective affiliates and associates, such as pursuant to the Trust Loan Agreements, Project Implementation and Management Agreement, WUA and certain agreements, the terms of which may be deemed to not be as favourable to us as if they had been negotiated between unaffiliated third parties. Any future transactions with our related parties could potentially involve conflicts of interest, and it may be deemed that we could have achieved more favourable terms had such transactions not been entered into with related parties. The transactions would be subject to the policy adopted by the Investment Manager for related party transactions and would be undertaken in accordance with the InvIT Regulations. For more details see the section entitled "*Related Party Transactions*" on page 179. If the related party transactions that we enter into are at terms which is less favourable than what we would have been able to procure from an unrelated party then it would materially and adversely affect our business, prospects, results of operations, cash flows and financial condition.

19. This Draft Placement Memorandum contains information from the CBRE Report which is a commissioned report. The accuracy of statistical and other information referred to in the CBRE Report are based on certain estimates and assumptions that are subjective in nature and cannot be guaranteed.

The information in the section entitled "*Industry Overview*" and in other sections in this Draft Placement Memorandum is based on the CBRE Report. The CBRE report is a commissioned report. Further, the CBRE Report has been prepared based on information as of specific dates based on information available with the industry expert at the time and may no longer be current or reflect current trends. Opinions in the CBRE Report based on estimates, projections, forecasts and assumptions may prove to be incorrect.

Further, the CBRE Report contains forecasts, projections and other "forward-looking" statements that relate to future events in relation to our businesses, which are, by their nature, subject to various limitations and are based upon certain bases, estimates, methodologies and assumptions that are subjective in nature and that are based, in part, on information provided by and discussions with or on behalf of us, the Sponsor and the Investment Manager. The CBRE Report reflects current expectations and views regarding future events involving known and unknown risks and uncertainties. Additionally, these are long-term projections and do not take into account short-term or microeconomic factors which may impact or affect our business in the near term.

The future events referred to in the CBRE Report involves risks, uncertainties and other factors which may cause our results of operations to be materially different from any future performance expressed or implied by the CBRE Report. The bases, estimates, methodologies and assumptions adopted for the purposes of preparing the CBRE Report might not prove to be accurate. If any of these bases or assumptions is incorrect, future conditions for the Warehouse SPV could be materially different from those that are set forth in the CBRE Report and this Draft Placement Memorandum. Further, for the purpose of this Draft Placement Memorandum, we have only extracted information from the CBRE Report and as such have not reproduced the entire CBRE Report. We cannot assure that if the entire CBRE Report were to reproduced in this Draft Placement Memorandum, the reader may not arrive at a different opinion on the warehousing industry and the prospects thereof.

20. Financial information presented in the Special Purpose Combined Financial Statements are historic in nature and are based on assumptions and estimates as described in the report thereof. There can be no assurance that these assumptions and estimates are appropriate and/or correct. Further the financial information presented in the Special Purpose Combined Financial Statements have no bearing and provide no guidance on the performance of the Warehouse SPV or the Trust post the completion of the Issue.

The Special Purpose Combined Financial Statements represent the special purpose carved out financial statements of the warehousing business of the Sponsor. The Special Purpose Combined Financial Statements have been prepared on the basis of certain assumptions and estimates that may impact the reported revenues, expenses, assets and liabilities. Accordingly, there can be no assurance that these assumptions and estimates are reasonable and/or are correct, which may impact the presentation of the financial information in the Special Purpose Combined Financial Statements.

For the purpose of the Draft Placement Memorandum, the Special Purpose Combined Financial Statements have been prepared so as to present the financial position, operations and cash flows of the portfolio on a historical basis for the last three fiscals, and do not necessarily represent our consolidated financial position, operations and cash flows had we been in existence during the periods presented. It may also be noted that the Special Purpose Combined Financial Statements represent the carved out warehousing business carried on by the Sponsor. However, the terms of the WUA, the O&M Agreement and the Project Execution Agreement that shall come into effect on the Closing Date post the completion of the Issue may be significantly different than the basis on which the Special Purpose Combined Financial Statements were prepared. Accordingly, the financial statements of the Trust post the Issue may be materially different from the Special Purpose Combined Financial Statements.

21. ***Negative cash flows from operating activities in the future could adversely affect our cash flow requirements, our ability to operate our business and implement our growth plans, thereby affecting our financial performance.***

We have in the past, and may in the future, experience negative cash flows from operating activities. The following table sets forth certain information relating to our cash flows from operating activities for the years indicated:

(*in ₹ crore*)

Particulars	Fiscal 2023	Fiscal 2022	Fiscal 2021
Net Cash Flow used in Operating Activities	(74.29)	(137.97)	(40.80)

Negative cash flows over extended periods, or significant negative cash flows in the short term, may materially impact our ability to operate our business and implement our growth plans. As a result, our business, financial condition, results of operations, cash flows and prospects may be materially and adversely affected.

22. ***Our actual results may be materially different from the expectations expressed or implied in the projections and the assumptions in the section entitled "Projections of Revenue and Operating Cash Flows" of this Draft Placement Memorandum are inherently uncertain and are subject to significant business, economic, financial, regulatory and competitive risks and uncertainties that could cause actual results to differ materially from those projected.***

This Draft Placement Memorandum contains forward-looking statements regarding, among other things, the projections of revenues and operating cash flows of the Warehouse SPV for the next three years. The projections are only estimates of possible future operating results and are not guarantees of future performance. The projections are based on a variety of estimates and assumptions are inherently subject to significant business, economic, competitive, industry, regulatory, market and financial risks, uncertainties, contingency and other factors, many of which are beyond our control.

Such risks, uncertainties, contingencies and other factors may cause the actual results or performance of the Warehouse SPV to be materially different from any future results or performance expressed or implied by the projections. While the Trust currently expects to meet the projections of revenue and operating cash flows based on the assumptions set out in the *"Projections of Revenue and Operating Cash Flows"* as Annexure B, no assurance can be given that the assumptions will remain true or relevant and that the actual profit and cash flow will be achieved as forecasted or projected. The Investment Manager does not intend to provide any updated or otherwise revised profit and cash flow forecast or profit and cash flow projection in the event that any assumptions differ from actual results.

If we do not achieve the projected revenues and operating cash flows, we may not be able to make the expected distributions which may adversely and/or materially impact the market price of our Units. As a result, you should not rely upon the projections in making an investment decision given the possibility that actual results may differ materially from the underlying estimates and assumptions. For further details, see the "*Projections of Revenue and Operating Cash Flows*" as Annexure B.

23. ***Work stoppages, shortage of labour and other labour problems could adversely affect our business. Further, our operations are dependent on contract labour and an inability to access adequate contract labour at reasonable costs at our project sites may adversely affect our business prospects and results of operations.***

In terms of the O&M Agreement, RPPMSL, the Operator is responsible for operating and maintaining our Warehouse Assets. Warehousing services is in a labour-intensive industry. If our Operators or their sub-contractors are unable to manage and maintain a healthy relationship with their labour and employees, our operations and business may be adversely and materially impacted. There can be no assurance that we do not experience labour unrest, strikes or other labour action and work stoppages. Further, there can be no assurance that the workforce deployed at our warehousing facilities are not or will not unionize. The unionization of the workforce at our warehousing facilities could result in an increase in operating costs and other expenses which we may not be able to pass-on to our customers. In addition, disputes with workforce could also adversely affect our reputation with our customers. Any initiatives we undertake to prevent unrest from the workforce, may be ineffective, and there can be no assurance that we will not experience any labour unrest, strikes, or other labour action and work stoppages in the future.

Further, we also depend on third party contractors for the provision of various services associated with our business. Such third-party contractors and their employees/ workmen may also be subject to similar labour legislations. Although we do not engage these labourers directly, we may be held responsible for any wage payments to be made to such labourers in the event of default by such third-party contractors to pay the labourers' wage payments. Any requirement to fund their wage requirements may have an adverse impact on our results of operations and financial condition. The cost and supply of employee and contract labour depend on various factors beyond our control, including general economic conditions, competition and minimum wage rates. In the event of any non-compliance by contractors with statutory requirements, legal proceedings may also be initiated against us. These factors could adversely affect our business, financial position, results of operations and cash flows.

24. ***The Trustee, one of the associates of the Sponsor and associates of the Investment Manager, are involved in certain legal and other proceedings, which may not be decided in its favour. There can be no assurance that the outcome of these proceedings and litigations would not affect the operations of the Trust and / or the Warehouse SPV***

The Trustee, one of the associates of the Sponsor and associates of the Investment Manager are involved in legal proceedings or claims which are pending at different levels of adjudication before various courts, tribunals and regulatory authorities. There can be no assurance that these litigations would not be ruled against the Trustee and/or the associate of the Sponsor and / or the associates of the Investment Manager, as the case may be, and that such outcome will not affect the operations of the Trust and / or the Warehouse SPV. Further, there can be no assurance that the Warehouse SPV, the Sponsor, the Project Manager the Investment Manager and their respective Associates or the Trustee does not get involved in any litigations or do not face any regulatory actions in the future which may adversely and materially impact the operations of the Trust and/or the Warehouse SPV. For details of certain material outstanding legal proceedings and regulatory proceedings, please see the section entitled "*Legal and other Information*" on page 192.

Risks Related to our Organization and the Structure of the Trust

25. ***The Trust is a recently settled trust with no established operating history and no historical financial information and, as a result, investors may not be able to assess its prospects on the basis of past records.***

The Trust was established by way of a trust deed dated August 17, 2021, under the provisions of the Indian Trust Act, 1882 and was registered as an infrastructure investment trust in accordance with the InvIT Regulations. Accordingly, the Trust does not have any operating history or historical financial information by which its past performance may be evaluated. This could make it difficult for investors to assess the future performance and prospects of the Trust. We are subject to business risks and uncertainties associated with any new business enterprise formed through a combination of existing business enterprises. Further, the Warehouse SPV itself does not have any operational history and almost of the agreements pertaining to the Warehouse Infrastructure Business, come into effect only on the Closing Date. Accordingly, there can be no assurance that the Warehouse SPV would be able to successfully carry on the Warehouse Infrastructure Business post the Closing.

26. ***The Valuation Report, is not an opinion on the commercial merits of the Trust or the Warehouse SPV, nor is it an opinion, expressed or implied, as to the future trading price of the Units or the financial condition of the Trust upon listing, and the valuation contained therein may not be indicative of the true value of the Warehouse SPV's assets.***

BDO Valuation Advisory LLP is the Registered Valuer who has undertaken an independent appraisal of the enterprise value of the Warehouse SPV. The Valuation Report, included in Annexure C to this Draft Placement Memorandum, which sets out their opinion as to the value of the Warehouse SPV is based on assumptions which have inherent limitations and involves known and unknown risks and uncertainties. For details on the assumptions, disclaimers and methodology used in the Valuation Report, please see the section entitled "*Valuation Report"* attached as Annexure C of this Draft Placement Memorandum.

The Valuation Report is not an opinion on the commercial merits and structure of the Trust or the Warehouse SPV, nor is it an opinion, express or implied, as to the future trading price of the Units or the financial condition of the Trust upon listing. We cannot assure you that the methodologies adopted and the assumptions made for issuing the Valuation Report, are accurate, and accordingly, reflect the right valuation of our Portfolio. The valuation is an estimate and not a guarantee, and it is fully dependent upon the accuracy of the assumptions as to income, expense and market conditions. The assumptions made and conclusions derived may turn out to be inaccurate, which may affect the valuation of the Portfolio. Further, the Registered Valuer has followed a particular methodology to arrive at the valuation. There is no assurance that other methodologies would not have led to a different valuation. The Valuation Report does not purport to contain all the information that may be necessary or desirable to fully evaluate the Trust or the Warehouse SPV or an investment in the Trust or the Units and makes no representation or warranty, expressed or implied, in this regard. The Valuation Report does not confer rights or remedies upon investors or any other person, and does not constitute and should not be construed as any form of assurance as to the financial condition or future performance of the Trust or as to any other forward-looking statements included therein, including those relating to certain macro-economic factors, by or on behalf of the Sponsor, the Investment Manager, the Project Manager, the Trust or the Lead Managers. Further, we cannot assure you that the valuation prepared by the Registered Valuer reflects the true value of the net future cash flows of the Warehouse SPV or that other valuers would arrive at the same valuation. Accordingly, the valuation contained therein may not be indicative of the true value of the Warehouse SPV. Further, in the event that the Registered Valuer does not continue to value the Portfolio subsequent to the listing of the Trust due to any reasons beyond our control, and a new valuer is appointed for the purpose of the ongoing valuation, we cannot assure you that the methodology, assumptions and valuation will not be different from the valuation arrived at by the Registered Valuer in the Valuation Report.

Further, valuations do not necessarily represent the price at which an asset would sell, since market prices of assets can only be determined by negotiation between a willing buyer and seller. As such, the value of an asset forming part of our Portfolio may not reflect the price at which such asset could be sold in the market, and the difference between value and the ultimate sales price could be material. Additionally, the price at which we may be able to sell any assets in our Portfolio in the future may be different from the initial acquisition value of such assets. The Valuation Report has not been updated since the date of its issue, does not take into account any subsequent developments and should not be considered as a recommendation by the Sponsor, the Investment Manager, the Project Manager, the Trust or the Lead Manager or any other party that any person should take any action based on the Valuation Report.

27. We must maintain certain investment ratios in compliance with the InvIT Regulations, which may present additional risks to us.

Pursuant to the InvIT Regulations, we are required to invest not less than 80% of the value of our assets in eligible infrastructure projects, and are only permitted to deploy un-invested funds in debt of companies or body corporates in the infrastructure sector, equity shares of such listed companies in India which derive at least 80% of their operating income from the infrastructure sector, government securities, or money market instruments, liquid mutual funds or cash equivalents. Additionally, under the InvIT Regulations, the aggregate consolidated borrowings and deferred payments, net of cash and cash equivalents, cannot exceed 70% of the value of the assets of the Trust (subject to compliance with certain conditions prescribed under the InvIT regulations) or such threshold as may be specified under the InvIT Regulations. Failure to comply with these conditions may present additional risks to us, including divestment of certain assets, delisting and other penalties, which could have an adverse effect on our business, financial condition and results of operations.

28. ***The Trust may be unable to dispose off its non-performing assets in a timely manner.***

Due to the nature of its structure, the Trust may be unable to dispose off its non-performing assets or under-performing assets in a timely manner, or at all. For example, under the InvIT Regulations, any infrastructure asset acquired by the Trust is required to be held for a period of at least three years from the date of acquisition. As a result, no assurance can be given that the Trust may be able to adapt to market developments, changes in asset quality, or adverse macroeconomic factors in a way comparable to, or competitive with, its competitors. Any ability to dispose off non-performing assets may in turn adversely affect the financial condition, business and prospects of the Trust, as well as distributions to the Unitholders.

Risks Related to the Trust's Relationships with the Trustee, Sponsor, the Investment Manager and Project Manager

29. The Investment Manager is required to comply with certain ongoing reporting and management obligations in relation to the Trust. We cannot assure you that the Investment Manager will be able to comply with such requirements.

The Investment Manager is required to comply with certain ongoing reporting and management obligations in relation to the Trust in accordance with the InvIT Regulations. These requirements include, among other things, (a) making investment decisions with respect to the underlying assets or projects of the Trust, (b) overseeing the activities of the Project Manager, (c) investing and declaring distributions in accordance with the InvIT Regulations, (d) submitting reports to the Trustee, and (e) ensuring the audit of the Trust's accounts. Non-compliance with such requirements in a timely manner or at all, could subject the Investment Manager, the other Parties to the Trust, the Trust or any person involved in the activity of the Trust to applicable penalties under the InvIT Regulations, and/or the SEBI Act or other applicable law. Under the InvIT Regulations, the SEBI also has the right to inspect documents, accounts and records relating to the activity of the Trust, the Warehouse Assets or parties to the InvIT and may issue directions in the nature of, *inter alia*, (i) requiring the Trust to delist its Units and surrender its certificate of registration; (ii) requiring the Trust to wind-up; (iii) requiring the Trust to sell its assets; (iv) requiring the Trust or Parties to the Trust to take such action as may be in the interest of investors; or

(v) prohibiting the Trust or Parties to the Trust from operating in the capital market or from accessing the capital market for a specified period. Any such failure to comply or the imposition of any penalty could have a material adverse effect on our business, financial condition and results of operations.

30. ***We depend on the Investment Manager, the Project Manager and the Trustee to manage our business and assets, and our financial condition, results of operations and cash flows and our ability to make distributions may be harmed if the Investment Manager, Project Manager or the Trustee fail to perform satisfactorily. The rights of the Unitholders to recover claims against them are limited.***

The success of our business and growth strategy and the operational success of our assets will depend significantly upon the Investment Manager's and Project Manager's satisfactory performance of such services. Our recourse against the Project Manager, the Trustee and Investment Manager is limited.

The aggregate maximum liability of the Project Manager under the Project Implementation and Management Agreement in each financial year is limited to the fees payable to the Project Manager in such financial year in accordance with the terms of the Project Implementation and Management Agreement. As the Project Manager is not a captive company of the Trust and is not bound by an exclusivity arrangement with the Trust, the Project Manager may fail to dedicate appropriate and adequate resources to us at all times, which may affect their operations and performance.

Pursuant to the Trust Deed, the Trustee is not liable for anything done or omitted to be done or suffered by the Trustee in good faith and in accordance with, or in pursuance of any request or advice of the Investment Manager. Further, the Trustee is not liable for any action or omission that results in any depletion in the value of the trust fund and consequent losses of the Unitholder, except in situations where such depletion is a result of the gross negligence or wilful default on the part of the Trustee, or results from a breach by the Trustee of the Trust Deed, as determined by a court of competent jurisdiction. In terms of the Trust Deed, the liability of the Trustee includes (a), in the event of any fraud, gross negligence, dishonest acts of commissions or omissions or wilful default on the part of the Trustee, where the Trustee fails to exercise due care in relation to its obligations under the Trust Deed, or disregard of duty or breach of duties under the Trust Deed or applicable law by the Trustee, or (b) any failure on the part of the Trustee to protect the interests of the Unitholders.

Under the Investment Management Agreement, the Investment Manager shall not incur any liability for any act or omission which may result in a loss to a Unitholder by reason of depletion of the Trust Assets except in the event that such loss is a result of fraud or gross negligence or wilful default on the part of the Investment Manager, as determined by a court of competent jurisdiction. The Investment Management Agreement and the Trust Deed further provide that the Investment Manager is entitled to be indemnified by the Trustee against any direct and actual claims, actions, losses, damages, liabilities, suits, proceedings and reasonable costs and expenses including legal fees ("**Losses**") incurred in connection with the Trust, unless arising out of fraud, gross negligence, dishonest acts of commissions or omissions or wilful default on the part of the Investment Manager or disregard of duty or breach of duties under the Investment Management Agreement or the applicable law. The Investment Manager's liability to Trustee, its directors, employees and officers for breach of its obligations under the Investment Management Agreement in each financial year is limited to the aggregate fees paid to the Investment Manager for a financial year under the agreement, except in the event that such liability arises out of any gross negligence, wilful default or misconduct or fraud of the Investment Manager, as determined by a final non-appealable order of a court of competent jurisdiction. As a result, the Trust's rights and the rights of the Unitholders to recover claims against the Investment Manager are limited.

Accordingly, the liability of the Investment Manager, Project Manager and the Trustee are limited under the terms of these agreements and the Unitholders may not be able to recover claims against the Trustee, the Project Manager or the Investment Manager, including claims with respect to any offer documents relating to the Offer.

31. ***Parties to the Trust are required to maintain the eligibility conditions specified under Regulation 4 of the InvIT Regulations on an ongoing basis. The Trust may not be able to ensure such ongoing compliance by the Sponsor, the Investment Manager, the Project Manager and the Trustee, which could result in the cancellation of the registration of the Trust.***

Each of the Parties to the Trust is required to maintain the eligibility conditions specified under Regulation 4 of the InvIT Regulations on an ongoing basis. These eligibility conditions include, among other things, that (a) the Sponsor, Investment Manager and Trustee are separate entities, (b) each Sponsor has a net worth of not less than ₹ 100 crore and the Sponsor or its associate has a sound track record in the development of infrastructure or fund management in the infrastructure sector, (c) the Investment Manager has a net worth of not less than ₹ 10 crore and has not less than five years' of experience in fund management or advisory services or development in the infrastructure sector or the combined experience of the directors, partners and employees of the investment manager, each with at least five years of experience, in fund management or advisory services or development in the infrastructure sector is not less than 30 years, (d) the Trustee is registered with the SEBI under Securities and

Exchange Board of India (Debenture Trustees) Regulations, 1993 and is not an associate of the Sponsor or Investment Manager, and (e) each of the Trust, the Sponsor, Investment Manager, Project Manager and Trustee are “fit and proper persons” as defined under Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008 on an ongoing basis. Any non-compliance by the Sponsor, the Investment Manager, the Project Manager and the Trustee, may result in the cancellation of the registration of the Trust.

32. ***Conflicts of interest may arise out of common business objectives shared by the Sponsor and the Warehouse SPV.***

The Warehouse SPV and the Sponsor operate in similar lines of business. While the operations pertaining to warehouses meeting the threshold specified in the Harmonized List shall be under the purview of the Warehouse SPV, the Sponsor would continue to operate and manage other warehouses and continue to service the warehousing and supply chain needs of its subsidiaries and affiliates. Accordingly, conflicts of interest may arise due to the common business in which both the Sponsor and the Warehouse SPV operate in.

Further, in terms of the WUA, the Warehouse SPV has a ROFO vis-à-vis the Sponsor to build and operate the future warehousing service requirements of the Sponsor subject to meeting the thresholds specified in the Harmonized List. However, there can be no assurance that the Sponsor decides to meet its requirements through deployments of smaller warehouses that do not meet these thresholds either on its own or through other service providers. Additionally, if the Warehouse SPV is unable to exercise its ROFO for any reason, including, inability to tie up the required funding or RPPMSL failing to deliver the required Warehouse Assets, there is no restriction on the Sponsor to build its own warehousing facility to meet its requirements. Further, the Sponsor is also the anchor customer of the Warehouse SPV, and the transactions contemplated under the WUA would be classified as related party transactions under the InvIT Regulations. Pursuant to the WUA, the term and validity of each service order for the relevant warehouse shall be for a period of one year. However, the Warehouse SPV shall have a right to renew each service order for one year periods by providing a written notice any time prior to the expiry of the ongoing term of the service order.

If any conflict of interest arises on account of the above reasons between the Warehouse SPV and the Sponsor, there can be no assurance that we will be able to resolve such conflicts in a fair and reasonable manner.

Risks Related to India

33. Our business depends on economic growth in India and financial stability in Indian markets, and any slowdown in the Indian economy or in Indian financial markets could have a material, adverse effect on our business.

The Trust is registered in India, and all the Warehouse Assets are located in India. As a result, we highly depend on the prevailing economic conditions in India and our results of operations are significantly affected by factors influencing the Indian economy. Factors that may adversely affect the Indian economy, and hence our results of operations, may include:

- any increase in interest rates or inflation in India;
- any exchange rate fluctuations;
- any scarcity of credit or other financing in India;
- prevailing income, consumption and saving conditions among consumers and corporations in India;
- volatility in, and actual or perceived trends in trading activity on, India’s principal stock exchanges;
- changes in India’s tax, trade, fiscal or monetary policies;
- political instability, terrorism or military conflict in India, including increased tensions on the Indian borders, or in countries in the region or globally, including in India’s various neighboring countries;
- the occurrence of natural or man-made disasters;
- prevailing regional or global economic conditions;
- the balance of trade movements, including export demand and movements in key imports, including oil and oil products;
- any downgrading of India’s debt rating by a domestic or international rating agency;

- instability in Indian financial markets;
- annual rainfall which affects agricultural production; and
- other significant regulatory or economic developments in or affecting India or its infrastructure sector.

Any slowdown or perceived slowdown in the Indian economy, or in specific sectors of the Indian economy, could have a material, adverse effect on our business, financial condition and results of operations and the price of the Units.

Furthermore, the Indian economy and Indian financial market are influenced by economic and market conditions in other countries, particularly in emerging market in Asian countries. Financial turmoil in Asia, Europe, the United States and elsewhere in the world in recent years has affected the Indian economy. Investors' reactions to developments in one country can have a material, adverse effect on the securities of companies in other countries, including India. A loss in investor confidence in the financial systems of other emerging markets may cause increased volatility in Indian financial markets and, indirectly, in the Indian economy in general. Any global financial instability could also have a negative impact on the Indian economy. Financial disruptions may occur again and could harm our results of operations and financial condition.

34. Our performance is linked to the stability of policies and the political situation in India.

The Government of India and State Governments have traditionally exercised, and continue to exercise, significant influence over many aspects of the economy. As a result, our business, and the market price and liquidity of the Units, may be affected by interest rates, changes in governmental policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive governments have pursued policies of economic liberalization and financial sector reforms. The current Government continues India's current economic and financial sector liberalization and deregulation policies. However, such policies might not continue and a significant change in the Government's policies in the future could affect business and economic conditions in India and could also materially and adversely affect our business, financial condition and results of operations.

Any political instability in India may materially and adversely affect the Indian securities markets in general, which could also materially and adversely affect the trading price of the Units. Any political instability could delay the reform of the Indian economy and could have a material, adverse effect on the market for the Units. Protests against privatization could slow down the pace of liberalization and deregulation. The rate of economic liberalization could change, and specific laws and policies affecting companies in the warehouse infrastructure sector, foreign investment, currency exchange rates and other matters affecting investment in our Units could change as well. A significant change in India's economic liberalization and deregulation policies could disrupt business and economic conditions in India and thereby affect our business.

35. Any downgrading of India's sovereign debt rating by a domestic or international rating agency could materially and adversely affect our ability to obtain financing and, in turn, our business and financial performance.

India's sovereign rating is Baa3 with a "stable" outlook by Moody's, BBB- with a "stable" outlook by Fitch and BBB- (Stable) by S&P. India's sovereign rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange reserves, which are outside our control. Any adverse revisions to India's credit ratings by rating agencies may adversely affect our ability to raise additional financing, and the interest rates and other terms at which such additional financing is available. This could materially and adversely affect our ability to obtain financing for capital expenditure, which could in turn materially and adversely affect our business, prospects, financial condition, results of operations and cash flows. India's sovereign debt rating could be downgraded due to various factors, including changes in tax or fiscal policy or a decline in India's foreign exchange resources, which are outside our control.

36. Terrorist attacks, civil unrest and other acts of violence or war involving India and other countries could adversely affect the financial markets and could have an adverse effect on the business, financial condition and results of operations of the Warehouse SPV and the price of the Units.

Terrorist attacks, civil unrest and other acts of violence or war may negatively affect the Indian markets in which the Units trade, as well as adversely affect the worldwide financial markets. These acts may also result in a loss of business confidence, make warehousing services more difficult and ultimately adversely affect the businesses of the Warehouse SPV.

India has experienced communal disturbances, terrorist attacks, general strikes and riots in the past. If such events recur, the business of the Trust may be adversely affected. Asia has from time-to-time experienced instances of civil unrest and hostilities. Hostilities and tensions may occur in the future and on a wider scale. Terrorist attacks in India, as well as other acts of violence or war could influence the Indian economy by creating a greater perception that investments in India involve higher degrees of risk.

Events of this nature in the future, as well as social and civil unrest within other countries, could influence the Indian economy and could have an adverse effect on the market for securities of Indian companies, including the Units.

37. ***India is vulnerable to natural disasters that could severely disrupt the normal operation of the Warehouse SPV.***

India has experienced natural calamities, such as tsunamis, floods, droughts and earthquakes in the past few years. The extent and severity of these natural disasters determine their impact on the Indian economy. Unforeseen circumstances of below normal rainfall and other natural calamities could also have a negative impact on the Indian economy. Because the Warehouse Assets are located in India, the business and operations of the Warehouse SPV could be interrupted or delayed as a result of a natural disaster in India, which could affect the business, financial condition and results of operations of the Warehouse SPV and the price of the Units.

38. ***It may not be possible for the Unitholders to enforce foreign judgments.***

The Trustee, the Investment Manager and the Sponsor are incorporated in India and the Trust is settled and registered in India. All of the Warehouse Assets are located in India. Where investors wish to enforce foreign judgments in India, they may face difficulties in enforcing such judgments. India is not a party to any international treaty in relation to the recognition or enforcement of foreign judgments. India exercises reciprocal recognition and enforcement of judgments in civil and commercial matters with a limited number of jurisdictions, including Singapore. In order to be enforceable, a judgment obtained in a jurisdiction which India recognizes as a reciprocating territory must meet certain requirements of the Code of Civil Procedure, 1908 ("**Civil Code**"). Furthermore, the Civil Code only permits enforcement of monetary decrees not being in the nature of any amounts payable in respect of taxes, or other charges of a like nature or in respect of a fine or other penalty and does not provide for the enforcement of arbitration awards even if such awards are enforceable as a decree or judgment. Judgments or decrees from jurisdictions not recognized as a reciprocating territory by India cannot be enforced or executed in India except through a fresh suit upon judgment. Even if we or a Unitholder were to obtain a judgment in such a jurisdiction, we or it would be required to institute a fresh suit upon the judgment and would not be able to enforce such judgment by proceedings in execution. In addition, the party which has obtained such judgment must institute the new proceedings within three years of obtaining the judgment. It is unlikely that an Indian court would award damages on the same basis or to the same extent as was awarded in a judgment rendered by a foreign court if the Indian court believed that the amount of damages awarded was excessive or inconsistent with public policy in India. In addition, any person seeking to enforce a foreign judgment in India is required to obtain prior approval of the RBI to repatriate outside India any amount recovered pursuant to the execution of the judgment.

Consequently, it may not be possible to enforce in an Indian court any judgment obtained in a foreign court, or effect service of process outside of India, against Indian companies, their directors and executive officers, and any other parties resident in India. Additionally, a suit brought in an Indian court in relation to a foreign judgment might not be disposed of in a timely manner.

39. ***We may be affected by competition law in India and any adverse application or interpretation of the Competition Act could materially and adversely affect our business.***

The Competition Act, 2002, as amended (the "**Competition Act**"), regulates practices having an appreciable adverse effect on competition in the relevant market in India. Under the Competition Act, any formal or informal arrangement, understanding or action in concert, which causes or is likely to cause an appreciable adverse effect on competition is considered void and results in the imposition of substantial monetary penalties. Further, any agreement among competitors which directly or indirectly involves the determination of purchase or sale prices, limits or controls production, supply, markets, technical development, investment or provision of services, shares the market or source of production or provision of services by way of allocation of geographical area, type of goods or services or number of customers in the relevant market or directly or indirectly results in bid-rigging or collusive bidding is presumed to have an appreciable adverse effect on competition. The Competition Act also prohibits abuse of a dominant position by any enterprise.

On March 4, 2011, the Government issued and brought into force the combination regulation (merger control) provisions under the Competition Act with effect from June 1, 2011. These provisions require acquisitions of shares, voting rights, assets or control or mergers or amalgamations that cross the prescribed asset-and turnover-based thresholds to be mandatorily notified to and pre-approved by the Competition Commission of India (the "**CCI**"). Additionally, on May 11, 2011, the CCI issued the Competition Commission of India (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011, as amended, which set out the mechanism for implementation of the merger control regime in India. The Competition Act aims to, among other things, prohibit all agreements and transactions which may have an appreciable adverse effect on competition in India. Further, the CCI has extra-territorial powers and can investigate any agreements, abusive conduct or combination occurring outside India if such agreement, conduct or combination has an appreciable adverse effect on competition in India.

In the event the Warehouse SPV or the Trust enters into any agreements or transactions that have an appreciable adverse effect on competition in the relevant market in India, the provisions of the Competition Act will be applicable. Any prohibition or substantial penalties levied under the Competition Act could materially and adversely affect our financial condition and results of operations. Any adverse impact on our financial condition or operations due to the Competition Act may have a material adverse impact on our business, prospects, financial condition, cash flows, results of operations and our ability to make distributions to the Unitholders.

40. Changing laws, rules and regulations and legal uncertainties may materially and adversely affect our business, financial condition and results of operations.

Our business, financial condition and results of operations could be materially and adversely affected by any change in laws or interpretations of existing, or the promulgation of new, laws, rules and regulations applicable to us and our business. The Government of India or State Governments might implement new regulations and policies which will require the Trust and the Warehouse SPV to obtain additional approvals and licenses from governmental and other regulatory bodies or impose onerous requirements and conditions on our operations. The Investment Manager cannot predict the terms of any new policy, and such policy might be onerous.

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

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, including conditions in the United States, Europe and certain emerging economies in Asia. Financial turmoil in Asia, Russia and elsewhere in the world in recent years has adversely affected the Indian economy. Any worldwide financial instability may cause increased volatility in the Indian financial markets and, directly or indirectly, adversely affect the Indian economy and financial sector and us.

Although economic conditions vary across markets, loss of investor confidence in one emerging economy may cause increased volatility across other economies, including India. Financial instability in other parts of the world could have a global influence and thereby negatively affect the Indian economy. Financial disruptions could materially and adversely affect our business, prospects, financial condition, results of operations and cash flows.

Further, economic developments globally can have a significant impact on our principal markets. Concerns related to a trade war between large economies may lead to increased risk aversion and volatility in global capital markets and consequently have an impact on the Indian economy. The imposition of sanctions on Russia have also impacted economic conditions in various parts of the world, including Europe.

In addition, China is one of India's major trading partners and there are rising concerns of a possible slowdown in the Chinese economy as well as a strained relationship with India, which could have an adverse impact on the trade relations between the two countries. In recent years, tensions have been rising between India and China over a disputed border in the Himalayan region which has led to military clashes.

Legislators and financial regulators in the United States and other jurisdictions, including India, implement a number of policy measures designed to add stability to the financial markets from time to time. However, the overall long-term effect of such legislative and regulatory efforts on the global financial markets is uncertain, and they may not have the intended stabilizing effects. Any significant financial disruption could have a material adverse effect on our business, financial condition and results of operation.

These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets and may significantly reduce global market liquidity, restrict the ability of key market participants to operate in certain financial markets or restrict our access to capital. This could have a material adverse effect on our business, financial condition and results of operations and reduce the trading price of the Units.

42. Significant differences could exist between Ind AS and other accounting principles, such as Indian GAAP and IFRS, which may affect investors' assessments of the Trust's financial condition.

The Special Purpose Combined Financial Statements included in this Draft Placement Memorandum have been prepared in accordance with Ind AS. The impact of Indian GAAP or IFRS on such financial information included in this Draft Placement Memorandum has not been quantified and the Special Purpose Combined Financial Statements have been prepared without reconciliation to any other body of accounting principles. Each of Indian GAAP and IFRS differs in significant respects from Ind AS. Accordingly, the degree to which the Special Purpose

Combined Financial Statements included in this Draft Placement Memorandum will provide meaningful information is dependent on the reader's level of familiarity with the relevant accounting practices. Any reliance by persons not familiar with such accounting practices on the financial disclosures presented in this Draft Placement Memorandum should accordingly be limited.

Risks Related to Ownership of the Units

43. The price of the Units may decline after the Issue.

The Issue Price will be determined by the Investment Manager in consultation with the Lead Managers. The Issue Price may not be indicative of the market price of the Units upon completion of the Issue. The market price of the Units may also be highly volatile and could be subject to wide fluctuations. If the market price of the Units declines significantly, investors may be unable to resell their Units at or above their purchase price, if at all. The market price of the Units might fluctuate or decline significantly in the future. The market price of the Units will depend on many factors, including, among others:

- the perceived prospects of our business and investments and the market for warehousing services;
- differences between our actual financial and operating results and those depicted in the projections;
- the perceived prospects of future Warehouse Assets that may be added to our portfolio in accordance with our investment mandate;
- changes in general economic or market conditions;
- the market value of our assets;
- the perceived attractiveness of the Units against those of other business trusts, equity or debt securities;
- the balance of buyers and sellers of the Units;
- the size and liquidity of the Indian business trusts market;
- any changes to the regulatory system, including the tax system, both generally and specifically in relation to India business trusts;
- the ability of the Investment Manager to implement successfully its investment and growth strategies;
- foreign exchange rates;
- broad market fluctuations, including increases in interest rates and weakness of the equity and debt markets;
- variations in our quarterly operating results;
- difficulty in assessing our performance against either domestic or international benchmarks, as there are few listed comparables;
- publication of research reports about us, other warehousing services businesses, the warehousing industry in general or other relevant sectors, or the failure of securities analysts to cover the Units after the Issue;
- changes in the amounts of our distributions, if any, and changes in the distribution payment policy or failure to execute the existing distribution policy;
- actions by the Unitholders;
- changes in market valuations of similar business entities or companies;
- announcements by us or our competitors of significant contracts, acquisitions, disposals, strategic partnerships, joint ventures or capital commitments;
- speculation in the press or investment community; and
- changes or proposed changes in laws or regulations affecting the warehousing industry and infrastructure development in India or enforcement of these laws and regulations, or announcements relating to these matters.

To the extent that we retain operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of our underlying assets, may not correspondingly increase the market price of the Units. Our failure to meet market expectations with regard to future earnings and cash distributions may materially and adversely affect the market price of the Units.

Where new Units are issued at less than the market price of the Units, the value of an investment in the Units may be affected. In addition, the Unitholders who do not, or are not able to, participate in the new issuance of Units may experience a dilution of their interest in the Trust.

In addition, the Units are not capital-safe products and there is no guarantee that the Unitholders can regain the amount invested, in full or in part. If the Trust is extinguished, it is possible that investors may lose a part or all of their investment in the Units.

44. The regulatory framework governing infrastructure investment trusts in India is relatively new and the interpretation and enforcement thereof involve uncertainties, which may have a material, adverse effect on the ability of certain categories of investors to invest in the Units, our business, financial condition and results of operations and our ability to make distributions to the Unitholders.

SEBI issued the InvIT Regulations with effect from September 26, 2014 which have been periodically amended and supplemented with additional guidelines, notifications and circulars. Recently, SEBI has issued amendments to the InvIT Regulations dated February 14, 2023 and July 4, 2023, and the Master Circular for Infrastructure Investment Trusts dated July 6, 2023. As the regulatory framework governing InvITs in India comprises of a separate set of regulations, interpretation and enforcement by regulators and courts involves uncertainties. Furthermore, regulations and processes with respect to certain aspects of infrastructure investment trusts, including, but not limited to, follow-on public offers and bonus issues, the liabilities of the Unitholders, and the procedure for dissolution and delisting of infrastructure investment trusts have not yet been issued. For example, infrastructure investment trusts are not "companies" or "bodies corporate" within the meaning of the Companies Act, 2013 and various SEBI regulations. Further, SEBI has also released a consultation paper dated February 23, 2023, in relation to the unitholding of a sponsor in an InvIT and real estate investment trust. We cannot assure you that there will not be changes to the regulatory requirements applicable to the Trust and its Unitholders due to such consultation paper or any future consultation papers released by SEBI. For example, as per the consultation paper dated May 16, 2023, SEBI is proposing to change the rights of the unitholders and the role of the sponsors of an infrastructure investment trust.

With effect from April 1, 2021, units and other instruments issued by an InvIT have been included in the definition of '*securities*' under section 2(h) of the SCRA and consequently, the implementation and interpretation of these amendments is untested and evolving. Accordingly, the applicability of several regulations (including regulations relating to intermediaries, underwriters, merchant bankers, insider trading, takeovers and fraudulent and unfair trade practices) to the Trust is subject to the interpretation and clarifications issued by regulatory bodies such as SEBI.

Furthermore, SEBI has the right to, with or without prior notice, order inspection of the books of accounts, records and other documents pertaining to our operations, either on its own or, upon receipt of complaint. Upon review of the inspection report, SEBI is entitled to, if it so deems appropriate (in the interest of the securities markets or our investors) (a) require us to surrender our certificate of registration; (b) wind-up our operations; (c) sell our assets; (d) cease our operations or restrict our ability to access the capital markets for a specified period; or (e) direct us to not do such things as SEBI may deem appropriate in the interest of our investors. Any such occurrence may have a material adverse effect on our business, result of operations, financial conditions and cash flows.

Further, it is unclear whether certain categories of investors that are currently permitted to invest in equity shares offered by Indian companies, may also invest in the Units in the Offer. In addition, new costs may arise from audit, certification and/or self-assessment standards required to maintain compliance with new and existing InvIT Regulations. Such changes in regulation, interpretation and enforcement may render it economically unviable to continue conducting business as an InvIT or have a material, adverse effect on our business, financial condition and results of operations.

As we will be operating in a regulatory framework with uncertainties, it is difficult to forecast how any new laws, regulations or standards or future amendments to the InvIT Regulations, including new interpretations by courts or regulators of existing regulations or from stricter enforcement practices by regulatory authorities of existing regulations will affect infrastructure investment trusts and this could have any consequential impact on the infrastructure sector in India. There can be no assurance that the regulatory system will not change in a way that will impair our ability to comply with the regulations, conduct our business, compete effectively or make distributions. We may incur increased costs and other burdens relating to compliance with such new regulations, which may also require significant time and other resources, and any failure to comply with these changes may adversely affect our business, results of operations and prospects. Failure to comply with changes in laws, regulations and standards may have a material adverse effect on our business, financial condition, results of operations and prospects.

45. ***We may not be able to make distributions to the Unitholders or the level of distributions may fall***

The Trust's distributions will be based on the cash flows generated from the operations to be undertaken by the Warehouse SPV held by the Trust and not on whether the Trust makes an accounting profit or loss. The InvIT Regulations provide that not less than 90% of net distributable cash flows of Warehouse SPV are required to be distributed to the Trust in proportion of the Trust's holding in the Warehouse SPV subject to applicable provisions of the Companies Act, 2013. Not less than 90% of net distributable cash flows of the Trust shall be distributed to the Unitholders. Under the InvIT Regulations, such distributions are required to be declared and made not less than once in every year and shall be made not later than fifteen days from the date of such declaration. For more details, see the section entitled "*Distribution*" on page 163 of this Draft Placement Memorandum.

The Trust will also rely on the receipt of interest, dividends, and principal repayments (net of applicable taxes and expenses) from the Warehouse SPV in order to make distributions to the Unitholders.

The distributions from the Warehouse SPV to the Trust may also be subject to the requirement of creation of certain necessary reserves as set out in the distribution policy of the Trust. For more details, see the section headed "*Distribution*" on page 163 of this Draft Placement Memorandum.

Further, the methodology of computation of the net distributable cash flows may change subsequently due to regulatory changes which can impact the amount of cash flows available for distribution. Any change in applicable laws in India or elsewhere (including, for example, tax laws and foreign exchange controls) may limit our ability to pay or maintain distributions to our Unitholders. Furthermore, no assurance can be given that we will be able to pay or maintain the levels of distributions at all, or that the level of distributions will increase over time, or that future acquisitions or rights in new assets will increase our distributable cash flow to our Unitholders. Any reduction in, or delay/default in payments of distributions could materially and adversely affect the market price of our Units.

In addition, the financing agreements entered into by the Warehouse SPV with banks, financial institutions or accessed through the debt capital markets may typically contain certain restrictive covenants, including, but not limited to, requirements that they obtain consent from the lenders prior to making any payments to the Trust. Any failure to obtain such consents in a timely manner or at all would impede our ability to make distributions to the Unitholders on a regular basis or at all, which could materially and adversely affect the market price of the Units. Additionally, following a default under our financing agreements if and when entered into, lenders may take coercive actions as per the rights available to them under applicable law, which may restrict our ability to conduct business and operations.

46. ***There is no assurance that our Units will remain listed on the stock exchange.***

Although it is currently intended that the Units will remain listed on the Stock Exchange, there is no guarantee of the continued listing of the Units. Among other factors, we may not continue to satisfy the listing requirements of the Stock Exchange. Accordingly, Unitholders will not be able to sell their Units through trading on the Stock Exchange if the Units are no longer listed on the Stock Exchange. While the InvIT Regulations state that we must provide Unitholders with an exit prior to delisting, the specific mechanism of such delisting and related exit offer has not yet been finalised by the SEBI. Further, under the InvIT Regulations, we are required to maintain a minimum of five Unitholders (other than the Sponsor, its related parties and its associates) at all times after the listing of the Units pursuant to the Offer and certain minimum public holding requirements. Failure to maintain such minimum number of Unitholders or public holding may result in action being taken against us by the SEBI and the Stock Exchange, including the compulsory delisting of our Units.

47. ***No Bidders are permitted to withdraw or lower their Bids (in terms of quantity of Units or the Bid Amount) at any stage after submitting a Bid.***

Pursuant to the InvIT Regulations and SEBI guidelines, investors are required to pay the Bid Amount on submission of the Bid, and are not permitted to withdraw or lower their Bids (in terms of quantity of Units or the Bid Amount) at any stage after submitting a Bid, notwithstanding adverse developments in international or national monetary policy, financial, political or economic conditions, our business, results of operations, or otherwise, at any stage after the submission of their Bids.

48. ***The Trust may be dissolved, and the proceeds from the dissolution thereof may be less than the amount invested by the Unitholders***

The Trust is an irrevocable trust registered under the Registration Act and it may only be extinguished (i) if it is impossible to continue with the Trust or if the Trustee, on the advice of the Investment Manager, deems it impracticable to continue with the Trust; (ii) if the Units of the Trust are delisted from the Stock Exchanges; (iii) if the SEBI passes a direction for the winding up of the Trust or the delisting of the Units; or (iv) in the event the Trust becomes illegal. Under the Trust Deed, in the event of dissolution, the net assets of the Trust, remaining after settlement of all liabilities, and the retention of any reserves which the Trustee deems to be necessary to discharge contingent or unforeseen liabilities, shall be paid to the Unitholders. Should the Trust be dissolved, depending on the circumstances and the terms upon which assets of the Trust are disposed of, a Unitholder might not recover all or any part of his investment. Any distributions received by Unitholders upon the dissolution of the Trust may be taxable under the Income Tax Act, 1961.

49. Information and the other rights of the Unitholders under Indian law may differ from such rights available to equity shareholders of an Indian company or under the laws of other jurisdictions. Further, the reporting requirements and other obligations of infrastructure investment trusts post-listing are still evolving. Accordingly, the level of ongoing disclosures made to and the protection granted to our Unitholders may be more limited than those made to or available to shareholders of a company that has listed its equity shares upon a recognised stock exchange in India.

The InvIT Regulations, along with the guidelines and circulars issued by the SEBI from time to time, govern the affairs of infrastructure investment trusts in India. However, as compared to the statutory and regulatory framework governing companies that have listed their equity shares upon a recognized stock exchanges in India, the regulatory framework applicable to infrastructure investment trusts is relatively nascent and thus, still evolving. Pursuant to a circular dated November 29, 2016, as amended, the SEBI has prescribed certain continuous disclosure requirements that will be applicable to the InvIT after listing.

Accordingly, the ongoing disclosures made to Unitholders under the InvIT Regulations may differ from those made to the shareholders of a company that has listed its equity shares upon a recognized stock exchange in India. Further, the rights of the Unitholders may not be as extensive as the rights of the shareholders of a company that has listed its equity shares upon a recognized stock exchange in India, and accordingly, the protection available to the Unitholders may be more limited than those available to such shareholders.

The InvIT Regulations were amended on February 14, 2023 to incorporate certain provisions of the SEBI Listing Regulations, along with, *inter-alia*, additional requirements in relation to the governance of InvITs. These governance norms are applicable to all InvITs registered with the SEBI, with effect from April 1, 2023.

Furthermore, the Trust Deed and various provisions of Indian law govern our corporate affairs. Legal principles relating to these matters and the validity of corporate procedures, fiduciary duties and liabilities, and Unitholders' rights may differ from those that would apply to a company in India or a trust in another jurisdiction. Unitholders' rights and disclosure standards under Indian law may also differ from the laws of other countries or jurisdictions. See the section entitled "*Rights of Unitholders*" on page 200 of this Draft Placement Memorandum.

50. The Units have never been publicly traded and the listing of the Units on the Stock Exchanges may not result in an active or liquid market for the Units

There is no market for the Units prior to the Issue and an active market for the Units may not develop or be sustained after the Issue. Listing and quotation does not guarantee that a trading market for the Units will develop or, if a market does develop, that there will be liquidity of that market for the Units. The trading lots for the Units would be ₹2 crore and accordingly there can be no assurance that there would be adequate liquidity for the Units. The price of the Units may be volatile, and investors may be unable to resell the Units at or above the Issue Price, or at all. Although it is currently intended that the Units will be listed on the Stock Exchange(s), there is no guarantee of the continued listing of the Units. There is no assurance that the Trust will continue to satisfy the listing requirements. Further, it may be difficult to assess the Trust's performance against domestic benchmarks.

51. Any future issuance of Units by us or sale of Units by the Sponsor or any other significant Unitholders may materially and adversely affect the trading price of the Units

Any future issuance of Units by us could dilute investors' holdings of Units. Any such future issuance of Units may also materially and adversely affect the trading price of the Units and could impact our ability to raise capital through an offering of our securities. We might issue further Units. In addition, any perception by investors that such issuances might occur could also affect the trading price of the Units.

Upon completion of the Issue, at least 25% of the Units on a post-Issue basis will be held by the Sponsor. For more details, please see the section entitled "*Information concerning the Units – Unitholding of the Sponsor, Investment Manager, Project Manager and Trustee*" on page 157. If the Sponsor (following the lapse of their lock-up arrangements or pursuant to any applicable waivers), directly or indirectly, sells or is perceived as intending to sell a substantial number of their Units, or if a secondary offering of the Units is undertaken, the market price for the Units could be materially and adversely affected. These sales may also make it more difficult for us to raise capital through the Issue of new units at a time and at a price we deem appropriate.

52. ***Fluctuations in the exchange rate of the Indian Rupee with respect to other currencies will affect the foreign currency equivalent of the value of the Units and any distributions***

Fluctuations in the exchange rates between the Indian Rupee and other currencies will affect the foreign currency equivalent of the Indian Rupee price of the Units. Such fluctuations will also affect the amount that holders of the Units will receive in foreign currency upon conversion of any cash distributions or other distributions paid in Indian Rupees by us on the Units, and any proceeds paid in Indian Rupees from any sale of the Units in the secondary trading market.

53. ***Unitholders are unable to require the redemption of their Units.***

Unitholders will not have the right to redeem Units or request or require the redemption of Units by the Investment Manager while the Units are listed. It is intended that Unitholders may only deal in their listed Units through trading on the Stock Exchange. Listing of the Units on the Stock Exchange does not guarantee a liquid market for the Units.

54. ***The Trust does not have many similar and comparable listed peers which are involved in same line of business for comparison of performance and, therefore, investors must rely on their own examination of the Trust for the purposes of investment in the Issue***

As of the date of this Draft Placement Memorandum, there are five other infrastructure investment trusts which are listed on the Indian stock exchanges and none in the warehouse business and, accordingly, we are not in a position to provide comparative analysis of our performance with any listed company. Therefore, investors must rely on their own examination of the Trust for the purposes of investing in the Units.

Risks Related to Tax

55. ***Changes in legislation or the rules relating to tax regimes could materially and adversely affect our business, prospects and results of operations.***

Tax and other levies imposed by the Government and state governments may include: (i) income tax (including withholding tax and tax collection at source); (ii) wealth tax (which was withdrawn with effect from January 1, 2016); (iii) excise duty; (iv) value added tax/central sales tax/ goods and service tax; (v) service tax; (vi) stamp duty; and (vii) other special taxes and surcharges that are introduced on a temporary or permanent basis from time to time. In some cases, these taxes and other levies may be changed from year to year and the Indian courts which interpret tax legislation may apply such interpretations with retroactive effect. Also, the Government in certain situations has the authority to change tax laws retrospectively.

The Ministry of Finance, GoI, has set up a panel to review the IT Act and to draft a new direct tax legislation (“**Panel**”). The Panel has been tasked with drafting appropriate direct tax legislation aimed at (i) aligning India’s domestic direct tax regime in line with international best practices; and (ii) ensuring and encouraging compliance. The implications of the report by the Panel, including findings and recommendations in their report and the provisions of the proposed direct tax legislation may have an unfavourable impact on us. Since the Panel and its report, including their recommendations and the draft of the new direct tax legislation has not been released yet, the possible impact on us cannot be determined at this point in time.

The GoI announced the union budget for the Fiscal Year 2024 and the Finance Act, 2023 (“**Finance Act 2023**”) was notified with effect from April 1, 2023.

The Finance Act 2023, provides for tax on the unitholders for such portion of distribution received by them that is not covered under section 10(23FC) or 10(23FCA) of the IT Act and that which is not chargeable to tax under section 115UA(2) of the IT Act. Any distribution not covered under the aforementioned clauses will be taxed in the hands of the unitholders as ‘income’ under section 56(2)(xii) of the IT Act, provided the amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount which would have been charged to tax earlier under this provision. The aforementioned amounts received by a unitholder being a specified person covered under section 10(23FE) of the IT Act shall not be subject to taxes upon the fulfilment of certain conditions set out in the IT Act. Further, any such distribution received by a unitholder to the extent not chargeable to tax under section 56(2)(xii) and 115UA(2) and not covered under sections 10(23FC) or 10(23FCA) shall be reduced from the cost of units. We cannot assure you that there will be no adverse impact on the tax incidence to the unitholders pursuant to the Finance Act 2023. For details, please see section entitled “*Statement of Tax Benefits*” on page 213.

Further, by way of the Finance Act, 2021 the GoI, amongst others, amended the Securities Contracts (Regulation) Act, 1956 ("**SCRA**") to recognise pooled investment vehicles and recognise the units, debentures, other marketable securities and other instruments issued by InvITs as "*securities*". The Finance Act, 2021 exempted the payment of tax deducted at source on dividends paid to InvITs. For further details, please see the section entitled "*Risk Factors – Investors may be subject to Indian taxes arising out of capital gains on the sale of Units and* on *any dividend or interest component of any returns from the Units*" on page 73.

There have been two key major reforms in Indian tax laws, namely the introduction of the Goods and Services Tax ("**GST**") and provisions relating to general anti-avoidance rules ("**GAAR**"). The GST regime came into effect on July 1, 2017, combining taxes and levies by the Government and State Governments into a unified rate structure.

Additionally, there is limited clarity on the availability of input tax credit, and any unfavourable orders in this regard may have a material adverse impact on our financial position and cash flows. Further, any application of existing law or future amendments may affect our overall tax efficiency, and may result in significant additional taxes becoming payable.

The GAAR regime came into effect on April 1, 2017. The GAAR regime is a broad set of provisions which grant powers to India tax authorities to invalidate any arrangement for tax purposes in the event, the main purpose of entering into the transaction by the taxpayer is to obtain a tax benefit. Besides the "tax benefit", the transaction should meet any one of the following specified additional tests: (i) creates rights, or obligations, which are not ordinarily created between persons dealing at arm's length; (ii) results, directly or indirectly, in the misuse, or abuse, of the provisions of the IT Act; (iii) lacks commercial substance or is deemed to lack commercial substance as prescribed under the IT Act in whole or in part; and (iv) is entered into, or carried out, by means which are, or in a manner which is, not ordinarily employed for bona fide purposes. Such transactions are declared as impermissible avoidance arrangements. The tax consequences of the GAAR provisions being applied to an arrangement could result in denial of tax benefit, amongst other consequences, including on the interest paid by the SPVs on the debt from the Trust. In the absence of any precedents on the subject, the application of these provisions is uncertain. If the GAAR provisions are made applicable to the Trust or any Party to the Trust, it may have an adverse effect on the Trust.

The rules notified with respect to GAAR prescribe that these shall not be applicable to FIIs in accordance with the SEBI (Foreign Portfolio Investors) Regulations, 2014 subject to the fulfilment of certain conditions. GAAR may have a material adverse tax impact on the Trust, the Sponsor and the Unitholders.

Further, vide Finance Act, 2022, the applicability of section 94(7) of the IT Act has been extended to the units of a business trust (with effect from Financial Year 2022-23), which provides that where:

(1) any person buys or acquires any securities or unit within a period of three months prior to the record date in relation to the dividend;
(2) such person sells or transfers such securities within three months after such record date or such units within a period of nine months after such record date; and
(3) the dividend or income on such securities or unit received or receivable by such person is exempt,

then, the loss, if any, arising from the sale and purchase of securities and units, to the extent of dividend or income received or receivable on such securities or unit, shall be ignored for computing income chargeable to tax.

Vide Finance Act, 2022, the applicability of section 94(8) of the IT Act (commonly known as bonus stripping) has been extended to the units of business trusts (with effect from Financial Year 2022-23), which provides that where:

(i). any person buys or acquires any units within a period of three months prior to the record date;
(ii). such person is allotted additional units without any payment on the basis of holding of such units on such record date;
(iii). such person sells or transfers all or any of the units within a period of nine months after the record date, while continuing to hold all or any of the additional units referred in clause (ii) above,

then, the loss, if any, arising from the sale and purchase of all or any of the units shall be ignored for computing income chargeable to tax and notwithstanding anything contained in any other provision of the IT Act, the amount of loss so ignored shall be deemed to be the cost of purchase or acquisition of such additional units referred to in clause (ii) above as are held on the date of such sale or transfer.

The Investment Manager has not determined the impact of such existing or proposed legislations on our business. We may incur increased costs relating to compliance with any new requirements, which may also require management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects.

Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve, and may impact the viability of our current business or restrict our ability to grow our business in the future.

56. Tax laws are subject to changes and differing interpretations, which may materially and adversely affect our operations.

Tax laws and regulations are subject to differing interpretations by tax authorities. Differing interpretations of tax and other fiscal laws and regulations may exist within governmental ministries, including tax administrations and appellate authorities, thus creating uncertainty and potential unexpected results. The degree of uncertainty in tax laws and regulations, combined with significant penalties for default and a risk of aggressive action by the governmental or tax authorities, may result in tax risks in the jurisdictions in which we operate being significantly higher than expected. For instance, while the Investment Manager intends to take measures to ensure that it is in compliance with all relevant tax laws, there is no assurance that the tax authorities will not take a position that differs from the position taken by us with regard to our tax treatment of various items. Any of the above events may result in a material, adverse effect on our business, financial condition, results of operations and/or prospects and our ability to make distributions to the Unitholders.

However, the tax authorities might take a position that differs from the position taken by us with regard to our tax treatment of various items.

57. Investors may be subject to Indian taxes arising out of capital gains on the sale of Units, on any dividend or interest component of any returns from the Units or on certain distributions from the Trust.

Under current Indian income tax laws, units of a business trust held for more than 36 months are considered as long term capital assets. In case of sale of such units through a recognised stock exchange in India and subject to payment of securities transaction tax ("**STT**"), any gain arising in excess of ₹ 0.10 million is subject to long term capital gains tax at a concessional rate of 10% (plus applicable surcharge and cess). However, if the said units are sold in any other manner, the same shall be subject to long term capital gains tax at the rate of 20% with indexation benefit (plus applicable surcharge and cess).

In case the units are held for less than or up to 36 months, the same shall be regarded as short term capital asset. Any gain arising in case of sale of such units through a recognised stock exchange in India and subject to payment of STT, is subject to short term capital gains tax at concessional rate of 15% (plus applicable surcharge and cess). However, if the said units are sold in any other manner, the same shall be subject to short term capital gains tax at applicable tax rates of the holder (plus applicable surcharge and cess).

The aforesaid taxability in India is subject to tax treaty benefits in the case of a non-resident holder. Further, the applicable taxes on the sale of Units and on any dividend or interest component of any returns from the Unit will also be subject to the category of investor holding or selling the Units.

The Finance Act, 2020 amended the IT Act to abolish the dividend distribution tax regime and shift the incidence of taxation of dividend (declared or distributed on or after April 1, 2020) to shareholder. Under the Finance Act, 2020, a distribution made by a business trust, being in nature dividend income received from a special purpose vehicle, will not be subject to tax in the hands of a unitholder, so long as the special purpose vehicle has not opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the IT Act. Similarly, a business trust (which includes an infrastructure investment trust) will not be required to withhold tax on any distributions which are in the nature of dividend income received from a special purpose vehicle, so long as such special purpose vehicle has not opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the IT Act. However, where the special purpose vehicle opts to pay tax under Section 115BAA of the IT Act, dividend income distributed by the business trust would be taxed in the hands of a non-resident unitholder at 20% (plus applicable surcharge and cess) or the applicable treaty rate and at the ordinary rate for a resident unitholder. Further, the business trust would be required to withhold tax on such distributions made from dividend received from the special purpose vehicle. Thus, the taxability of dividends distributed by the Trust will depend on the taxation regime opted by the Initial Portfolio Assets. It may also be noted that in terms of Section 194LBA (1) of the IT Act, any distributable income in the nature of interest income and dividend income (where the Initial Portfolio Asset has opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the IT Act) in the hands of a resident investor is subject to deduction of tax at the rate of 10%. Similarly, in terms of Section 194LBA (2) of the IT Act, any distributable income in the nature of interest income and dividend income (where the SPV has opted to pay corporate tax under the beneficial regime introduced under Section 115BAA of the IT Act) in the hands of a non-resident is subject to deduction of tax at the rate of 5% (plus applicable surcharge and cess) and 10% (plus applicable surcharge and cess) respectively. The ultimate tax liability in the hands of the Unitholder may depend on various factors/ considerations.

Further, the Finance Act, has included a definition of "pooled investment vehicle" which comprises business trusts as defined under the IT Act. The IT Act defines business trusts as trusts registered with SEBI as an InvIT. This amendment has come into effect from April 1, 2021. The Finance Act recognises units, debentures and other instruments issued by infrastructure investment trusts as "securities" under the Securities Contracts (Regulation) Act, 1956. This may have further implications under various regulations issued by SEBI, governing securities, including under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015. As announced in previous budgets, the dividend distribution tax applicable on InvITs was abolished and replaced with dividend withholding tax. The Finance Act has also exempted payment of tax deducted at source on dividend paid to InvITs, with effect from April 1, 2020.

The Finance Act, 2023, provides for tax on the unitholders for such portion of distribution received by them that is not covered under section 10(23FC) or 10(23FCA) of the IT Act and that which is not chargeable to tax under section 115UA(2) of the IT Act. Any distribution not covered under the aforementioned clauses shall be taxed in the hands of the unitholders as 'income' under section 56(2)(xii) of the IT Act, provided the amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount which would have been charged to tax earlier under this provision. The aforementioned amounts received by a unitholder being a specified person covered under section 10(23FE) of the IT Act shall not be subject to taxes upon the fulfilment of certain conditions set out in the IT Act. Further, any such distribution received by a unitholder to the extent not chargeable to tax under section 56(2)(xii) and 115UA(2) and not covered under sections 10(23FC or, 10(23FCA) shall be reduced from the cost of units.

Furthermore, the Trust might not be able to pay or maintain the levels of distributions or ensure that the level of distributions will increase over time, or that future acquisitions will increase the Trust's distributable free cash flow to the Unitholders. Any reduction in, or elimination or taxation of, payments of distributions could materially and adversely affect the market price of the Units.

58. The income of the Trust in relation to which pass through status is not granted under the IT Act may be chargeable to Indian taxes.

Under the provisions of the IT Act, the total income of the Trust other than capital gains, interest and dividend income from the Initial Portfolio Assets would be taxable at the maximum marginal rate ("**MMR**"). MMR is defined under the provisions of the IT Act to mean the rate of income-tax (including surcharge on income-tax, if any) applicable in relation to the highest slab of income. In accordance with Section 115UA of the IT Act, the MMR applicable to the Trust, a separately assessable resident entity, is 30.0% (plus applicable surcharge and cess). However, the tax authorities may view the Trust as a "pass through" entity and the applicable tax rate will be the MMR applicable to its beneficiaries. If any beneficiary is chargeable to MMR at a rate higher than the rate applicable to other beneficiaries, the income of the Trust attributable to the share of such beneficiary will be taxed at a higher applicable rate. For example, if any Unitholder is a non-resident, the MMR of 40.0% (plus applicable surcharge and cess) would apply. As there are divergent views, there is a possibility that the matter may be litigated if the tax authorities subscribe to the latter view.

GENERAL INFORMATION

The Trust

The Trust was set up as an irrevocable trust under the provisions of the Indian Trusts Act, 1882 on August 17, 2021 at Mumbai. The Trust was registered as an infrastructure investment trust under the InvIT Regulations on February 27, 2023 having registration number IN/InvIT/22-23/0024. For information on the background of the Trust and the description of the Warehouse SPV, please see the sections entitled "*Overview of the Trust*" and "*Business*" on pages 19 and 141, respectively.

Compliance Officer of the Trust

The compliance officer of the Trust is Janisha Shah. Her contact details are as follows:

Janisha Shah

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi
Mumbai 400 025
Tel: +91 22 6630 3030
Fax: +91 22 6630 3344
E-mail id: janisha.shah@jmfl.com

Bidders can contact the Compliance Officer or the Lead Managers in case of any pre-Issue or post-Issue related issues, non-credit of Allotted Units in the respective beneficiary account of Bidders after Allocation or non-receipt of refund orders.

The Sponsor – Reliance Retail Ventures Limited

Registered office:

4th Floor, Court House
Lokmanya Tilak Marg
Dhobi Talao
Mumbai 400 002
Tel: +91 22 3555 3800
E-mail: rrvlsecretarial@ril.com
Website: www.relianceretail.com

***Address for correspondence**:*

Reliance Corporate IT Park Limited
Building number 1, 1st Floor, North Wing
5 TTC Industrial Area,
Thane-Belapur Road, Ghansoli,
Navi Mumbai 400 071
Tel: +91 22 3555 3800

Contact Person of the Sponsor:

Sridhar Kothandaraman is the contact person of the Sponsor. His contact details are as follows:

Sridhar Kothandaraman

4th Floor, Court House
Lokmanya Tilak Marg
Dhobi Talao
Mumbai
400 002
Tel: +91 22 4477 1836
Fax: N.A.
E-mail: Sridhar.kothandaraman@ril.com

The Investment Manager – Infinite India Investment Management Limited

Registered office and address for correspondence:

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Contact Person: Janisha Shah
Tel: +91 22 6630 3030 / +91 22 6630 3467
Fax: +91 22 6630 3344
E-mail: janisha.shah@jmfl.com/ Rajkumar.Agrawal@jmfl.com

The Project Manager – Jio Infrastructure Management Services Limited

Address for correspondence:

9th Floor, Maker Chambers IV
222, Nariman Point
Mumbai 400 021
Tel: +91 22 3555 5000
Fax: +91 22 3555 5560
E-mail: rahul1.mukherjee@ril.com

The Trustee – Axis Trustee Services Limited

Registered Office:

Axis House
Bombay Dyeing Mills Compound
Pandurang Budhkar Marg
Worli, Mumbai 400 025
Tel: +91 22623 00451
Fax: +91 22 6230 0700
E-mail: debenturetrustee@axistrustee.com
Contact Person: Anil Kumar Grover
Website: www.axistrustee.com

Corporate office and address for correspondence:

The Ruby, 2nd Floor
SW, 29, Senapati Bapat Marg
Dadar West
Mumbai 400 028
Tel: +91 22 6230 0451
Fax: +91 22 6230 0700
E-mail: debenturetrustee@axistrustee.com
Contact Person: Anil Kumar Grover
Website: www.axistrustee.com
SEBI Registration No.: IND000000494

Other Parties involved in the Trust

Auditors

Deloitte Haskins & Sells LLP

One International Center
Tower 3, 27th-32nd Floor
Senapati Bapat Marg
Elphinstone Road (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 6185 4000
E-mail: vaphadte@deloitte.com
Firm Registration No.: 117366W/W-100018
Peer Review Certificate No.: 009919

Valuer

BDO Valuation Advisory LLP
The Ruby, Level 9
North East Wing
Senapati Bapat Marg, Dadar (W)
Mumbai 400 028
Tel: +91 +91 22 3332 1600
Fax: +91 22 2439 3700
E-mail: latamore@bdo.in
Registration No.: IBBI/RV-E/02/2019/103

Architect

Jayant Chheda & Associates

515, 5th Floor
Zest Business Spaces
MG Road, Ghatkopar (East)
Mumbai 400 077
Tel: +91 22 2102 1060
E-mail: j.castudio@gmail.com
Contact Person: Vikesh J Chheda
Registration No.: CA/2004/33409

Lead Managers to the Issue

ICICI Securities Limited
ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai 400 025
Maharashtra, India
Tel: +91 22 6807 7100
E-mail: isci.invit@icicisecurities.com
Investor grievance E-mail:
customercare@icicisecurities.com
Website: www.icicisecurities.com
Contact Person: Harsh Thakkar
SEBI Registration No.: INM000011179

Axis Capital Limited
1st Floor, Axis House
C 2 Wadia International Centre
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Tel: +91 22 4325 2183
E-mail: isci.invit@axiscap.in
Investor grievance E-mail:
complaints@axiscap.in
Website: www.axiscapital.co.in
Contact Person: Prashant Kolhe/Harish Patel
SEBI Registration No.: INM000012029

Escrow Collection Bank

[●]

Legal Counsel to the Trust, Investment Manager and the Sponsor as to Indian law:

Cyril Amarchand Mangaldas
5th Floor, Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel

Mumbai 400 013
Tel: +91 22 2496 4455
Fax: +91 22 2496 3666

Legal Counsel to the Lead Managers as to Indian Law

Khaitan & Co
One World Centre
10th & 13th Floor, Tower 1C
841 Senapati Bapat Marg
Mumbai 400 013
Tel: +91 22 6636 5000
Fax: +91 22 6636 5050

Registrar and Unit Transfer Agent

Kfin Technologies Limited
Selenium Tower – B
Plot No 31 & 32 Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad
Telangana 500 032
Tel: +91 40 6716 2222
Fax: +91 40 2343 1551
E-mail: einward.ris@kfintech.com
Investor Grievance E-mail: warehouse.invit@kfintech.com
Contact Person: M Murali Krishna
Website: www.kfintech.com
SEBI Registration Number: INR000000221

PARTIES TO THE TRUST

A. The Sponsor - Reliance Retail Ventures Limited

History and Certain Corporate Matters

Reliance Retail Ventures Limited ("**RRVL**") is the Sponsor of the Trust. The Sponsor was incorporated in India under the Companies Act, 1956. The Sponsor was originally incorporated on December 13, 2006 as Reliance Commercial Associates Private Limited. The Sponsor was considered as a 'deemed' public company under Section 43A of the Companies Act, 1956 with effect from June 25, 2007 and accordingly, the word 'private' was deleted. Subsequently, the name of the Sponsor was changed from Reliance Commercial Associates Private Limited to Reliance Retail Ventures Limited and a fresh certificate of incorporation was issued on August 27, 2013. Currently, the corporate identification number of the Sponsor is U51909MH2006PLC166166.

The Sponsor's registered office is situated at 4th Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai – 400 002. For further details, please see the section entitled "*General Information*" on page 75.

Background of the Sponsor

The Sponsor is primarily engaged in the business of supply chain and logistics management for retail. The Sponsor is controlled by and is a subsidiary of Reliance Industries Limited. The shares of the Sponsor are not listed on any stock exchange in India or abroad.

The Sponsor has relied upon the past experience of its Associates in the development of infrastructure to meet the eligibility requirements under the InvIT Regulations. For instance, Reliance Gas Pipelines Limited ("**RGPL**"), a fellow subsidiary of the Sponsor is engaged in laying, building and operating cross country pipelines. RGPL currently owns and operates a gas pipeline namely Shahdol (Madhya Pradesh)-Phulpur (Uttar Pradesh) Natural Gas Pipeline for which RGPL has received authorisation from the Petroleum & Natural Gas Regulatory Board. RJIL, an indirect subsidiary of RIL, has built world class all-IP data strong future proof network with latest 4G LTE technology in India. RGPL has experience of development of infrastructure in India of at least five years.

Further, neither the Sponsor nor any of the promoters or directors of the Sponsor: (i) are or have been debarred from accessing the securities market by SEBI; (ii) are or have been promoters, directors or persons in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; and/ or (iii) are or have been in the list of wilful defaulters, in accordance with the guidelines on wilful defaulters issued by RBI.

Further, in accordance with the eligibility criteria specified under the InvIT Regulations, the Sponsor had a consolidated net worth of not less than ₹ 100 crore as on March 31, 2023.

Board of Directors of the Sponsor

The board of directors of the Sponsor is entrusted with the overall management of the Sponsor. Please see below the details in relation to the board of directors of the Sponsor:

Sr. No.	Name	DIN
1.	Mukesh Dhirubhai Ambani	00001695
2.	Manoj Modi	00056207
3.	Isha Mukesh Ambani	06984175
4.	Akash Mukesh Ambani	06984194
5.	Anant Mukesh Ambani	07945702
6.	Venkatachalam Subramaniam	00009621
7.	Pankaj Pawar	00085077
8.	Dipak C. Jain	00228513
9.	Ranjit V. Pandit	00782296
10.	Adil Zainulbhai	06646490
11.	Rajiv Mehrishi	00208189

B. The Trustee – Axis Trustee Services Limited

Axis Trustee Services Limited is the Trustee of the Trust. The Trustee is a registered intermediary with SEBI under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a debenture trustee having registration number IND000000494 and is valid until suspended or cancelled by SEBI. The Trustee's registered office is situated at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 025 and its corporate office at The Ruby, 2nd Floor, SW29, Senapati Bapat Marg, Dadar West, Mumbai 400 028.

Background of the Trustee

The Trustee is a wholly-owned subsidiary of Axis Bank Limited.

The Trustee's services are aimed at catering to the individual needs of the client and enhancing client satisfaction. As Trustee, it ensures compliance with all statutory requirements and believes in the highest ethical standards and best practices in corporate governance. It aims to provide the best services in the industry with its well trained and professionally qualified staff with a sound legal acumen. The Trustee is involved in varied facets of debenture and bond trusteeships, including, advisory functions and management functions. The Trustee also acts as a security trustee and is involved in providing services in relation to security creation, compliance and holding security on behalf of lenders.

The Trustee is also involved in providing services such as (i) a facility agent for complex structured transactions with advice on suitability of the transaction on operational aspects; (ii) an escrow agent; (iii) a trustee to alternative investment funds; (iv) custodian of documents as a safekeeper; and (v) a trustee to real estate investment funds etc.

The Trustee confirms that it has and undertakes to ensure that it will at all times, maintain adequate infrastructure personnel and resources to perform its functions, duties and responsibilities with respect to the Trust, in accordance with the InvIT Regulations, the Indenture of Trust and other applicable law.

The Trustee is not an Associate of the Sponsor or the Investment Manager or the Project Manager to the Trust. Further, neither the Trustee nor any of the promoters or directors of the Trustee (i) are or have been debarred from accessing the securities market by SEBI; (ii) are or have been promoters, directors or persons in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; and/ or (iii) are or have been persons who are declared as wilful defaulters by any bank or financial institution, as defined under the Companies Act, 2013, or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI.

Board of Directors of the Trustee

The Board of Directors of the Trustee is entrusted with the responsibility for the overall management of the Trustee. Please see below the details in relation of the board of directors of the Trustee:

Sr. No.	Name	DIN
1.	Deepa Rath	09163254
2.	Rajesh Kumar Dahiya	07508488
3.	Ganesh Sankaran	07580955

Brief profiles of the Directors of the Trustee

1. **Deepa Rath**, aged 46 years, is the managing director and chief executive officer of the Trustee.

2. **Rajesh Kumar Dahiya**, aged 54 years, is a non-executive director on the board of the Trustee.

3. **Ganesh Sankaran**, aged 51 years, is a non-executive director on the board of the Trustee.

Key Terms of the Indenture of Trust

Indenture of Trust

The Trustee has entered into the Indenture of Trust, in terms of the InvIT Regulations, the key terms of which, are provided below:

Powers of the Trustee

The Trustee has been provided with various powers under the Indenture of Trust in accordance with the InvIT Regulations and applicable law, including but not limited to:

(i). The Trustee shall, in relation to the Trust, have all powers of a person competent to contract, acting as a legal and beneficial owner of such property.

(ii). The Trustee shall, in accordance with the Indenture of Trust and applicable law, have the power to appoint the Investment Manager as the investment manager of the Trust and shall have the power to delegate all or any of the powers of the Trustee to the Investment Manager, in accordance with the Indenture of Trust and applicable law.

(iii). The Trustee shall have the power to execute the Investment Management Agreement or any other agreement or arrangement, from time to time, with the Investment Manager.

(iv). The Trustee shall be authorised and empowered on behalf of the Trust (which power shall be delegated by the Trustee to, and consequently exercised exclusively by, the Investment Manager pursuant to the Investment Management Agreement), subject to the Indenture of Trust and the InvIT Regulations, to:

   (a). make all decisions, concerning the investigation, selection, development, negotiation, structuring, restructuring, monitoring, divestment of the Investments (including any additions or accretions thereto) and appoint various advisors and service providers in connection with such investments;

   (b). direct and approve the formulation of investment policies and strategies for the Trust;

   (c). direct and approve the investment of the monies comprised in the Trust Assets;

   (d). structure an investment through one or more investment vehicles in order to address commercial or regulatory considerations;

   (e). manage, acquire, hold, sell, securitize, transfer, exchange, pledge and dispose of the investments (including any additions or accretions thereto), and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Investments;

   (f). commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings in connection with any or all matters relating to the Trust;

   (g). appoint counsel or appear before the relevant authorities, submit information, seek clarifications from any governmental agency and complete, sign and submit any applications or documents for any approvals, permissions, or actions that may be necessary or desirable;

   (h). open, maintain and close bank accounts and draw cheques or other orders for the payment of money and open, maintain and close demat, brokerage, mutual fund and similar accounts; and

   (i). enter into, execute and/or terminate any investment pooling agreements, agreements related to strategic investments, co-investment agreements, and any and all documents and instruments of a similar nature in the name of the Trust;

(v). The Trustee shall have the power (whether directly or through the Investment Manager where the Investment Manager has been so authorised) to appoint, determine the remuneration of and enter into, execute, deliver, perform, modify or terminate all documents, agreements and instruments containing customary terms including contractual indemnities with valuers, auditors, registrar and transfer agents, merchant bankers, credit rating agencies, search agents, property consultants, brokers, legal, financial and tax consultants or any other intermediary or professional service provider or agent as may be required in connection with the activities of Trust.

(vi). The Trustee, in consultation with, and on the recommendation with the Investment Manager, may from time to time, in the interests of administrative and operational convenience shall have the power to delegate to any committee or person who is an employee of the Investment Manager, any powers and duties including management of the Trust Assets vested in it.

(vii). The Trustee shall, in consultation with, and on the recommendation of the Investment Manager, have the power to create such reserves in respect of the Trust, as it may deem proper, in order to meet the expenses, liabilities or contingent liability of the Trust.

(viii). The Trustee shall have the power to cause the offering of Units of the Trust, and issue and allot Units to the Unitholders of the Trust, which power shall be delegated to the Investment Manager in terms of the Investment Management Agreement.

(ix). The Trustee shall also have the power, to be exercised in consultation with the Investment Manager, to cause the issuance of securities (including bonds, debentures and other debt securities, at discount or premium, secured or otherwise, with special rights of redemption or otherwise) by the Trust.

(x). The Trustee shall have the power to create charges, security interests and / or liens over any or all of the assets of the Trust (both present and future), to secure and guarantee the performance by the Trust of any obligation of the Trust.

(xi). The Trustee shall have the power to utilise any tax credits available to the Trust, prior to making any such payment of taxes or expenses.

(xii). The Trustee shall, subject to applicable law and restrictions under the InvIT Documents and on receipt of advice from the Investment Manager, have the power to borrow monies and offer such security as it may deem fit, for the purpose of making such borrowing. In the event the Units of the Trust are unlisted, the Trust shall be permitted to have aggregate consolidated borrowings and deferred payments net of cash and cash equivalents up to 75% of the value of the InvIT Assets, subject to approval from such number of the Unitholders holding at least 51% of the outstanding Units after the initial offer. In the event the Units of the Trust are listed, borrowings of the Trust shall subject to the provisions of the InvIT Regulations. Any increase, i.e. above 75% of the value of the InvIT Assets, would be subject to approval from such number of the Unitholders holding at least 51% of the outstanding units.

(xiii). The Trustee may, from time to time and in consultation with the Investment Manager, make rules to give effect to, and carry out the purposes of the Trust and secure effective control over the affairs thereof, subject to the provisions of applicable law.

(xiv). The Trustee shall have the power, apart from acting personally, to employ and pay at the expense of the Trust, any agent in any jurisdiction, whether attorneys, solicitors, brokers, banks, trust companies or other agents, whether associated or connected in any way with the Trustee or not.

(xv). The Trustee may permit any property comprised in the Trust, or any documents in relation thereto, to be, and remain, deposited with a custodian or with any person in India.

(xvi). In the event that any capital gains tax, income tax, stamp duty or other duties, fees, cess or other taxes (and any interest or penalty chargeable thereon), become payable in any jurisdiction in respect of the Trust or on behalf of the Unitholders in respect of the Trust or any of the Units or any part thereof in any circumstances, the Trustee may, on the recommendation of the Investment Manager, pay all such duties, fees, cess or other taxes (and any interest or penalty chargeable thereon), out of the Trust Assets in accordance with the advice of tax consultants.

(xvii). The Trustee shall have the power to take the opinion of legal and tax counsel in any jurisdiction concerning any disputes or differences arising under the Indenture of Trust, in connection with any investments or any matter incidental thereto.

(xviii). The Trustee shall cause the Investment Manager to, insure the Trust (including the Trust Assets) against any loss or damage from any peril, any assets and property forming part of the Trust for any amount, and to pay the premiums out of the Trust Assets.

(xix). The Trustee may maintain, or cause the Investment Manager or registrar and transfer agent to maintain, a register of the Units of the Trust.

(xx). The Trustee may, in consultation with, and upon the recommendation of the Investment Manager, extend loans to the holding companies or special purpose vehicles and also subscribe to debt securities or quasi debt securities or any similar kind of securities issued by the holding companies or special purpose vehicles from the monies comprised in the Trust Assets.

Other Powers of the Trustee

The Trustee shall have the following powers and authorities exercisable pursuant to the advice of the Investment Manager, in accordance with the Indenture of Trust and applicable law:

(i). to make and give receipts, releases and other discharges for moneys payable to the Trust and for the claims and demands of the Trust;

(ii). to enter into all such negotiations and contracts, and, execute and do all such acts, deeds and things for or on behalf of or in the name of the Trust as the Trustee may consider expedient for or in relation to any of the matters or otherwise for the purposes of the Trust;

(iii). to require (during and after the term of the Trust, subject to the Unitholder being informed of such requirement) a Unitholder to return distributions made to such Unitholder (subject to a limit of the total distributions made to such Unitholder) in order to satisfy the Unitholder's pro-rata share of any obligations or liabilities of the Trust;

(iv). to sign, seal, execute, deliver and register according to law all deeds, documents, and assurances in respect of the Trust;

(v). take into their custody and/or control all the capital, assets, property of the Trust and hold the same in trust for the Unitholders;

(vi). generally to exercise all such powers as it may be required to exercise for the time being in force and do all such matters and things as may promote the Trust or as may be incidental to or consequential upon the discharge of its functions and the exercise and enforcement of all or any of the powers and rights under the Indenture of Trust; and

(vii). the Trustee shall have the power to make distributions to the Unitholder in accordance with the InvIT Regulations and confer all other rights attached to the Units.

Duties of the Trustee

The Trustee shall perform its duties as required under the Indenture of Trust including but not limited to:

(i). *Applications to Governmental Agencies*

The Trustee shall, with the assistance and advice of the Investment Manager, make all necessary applications to such governmental agencies as may be required for the Trust to carry on its activities after the Trust is registered with SEBI.

(ii). *Interests of the Unitholders*

(a). The Trustee shall at all times exercise due diligence in carrying out its duties and protect the interests of the Unitholders.

(b). The Trustee shall periodically review the status of Unitholders' complaints and their redressal undertaken by the Investment Manager in accordance with the InvIT Regulations.

(iii). The Trustee shall, through the Investment Manager, ensure prompt and proper collection of the income due to the Trust.

(iv). *Transactions by certain Persons*

The Trustee shall ensure that all transactions executed by the Investment Manager and any service provider to whom the Trustee has delegated any powers or duties, are done in accordance with the Indenture of Trust, the Investment Management Agreement, the InvIT Regulations and the agreement executed with such service provider.

(v). *Trust Assets*

(a). The Trustee shall hold the Trust Assets in trust for the benefit of the Unitholders in accordance with the Indenture of Trust and the InvIT Regulations.

(b). The Trustee shall also be responsible for opening and operating bank accounts on behalf of the Trust.

(c). The Trustee shall ensure that the capital contributions are kept in a separate bank account in name of the Trust and is only utilised for adjustment against allotment of Units or refund of money to the applicants till the time such Units are allotted or listed and the same will be utilised for the objectives stated in this Placement Memorandum.

(vi). *Books of Accounts and Records*

The Trustee shall maintain all the records that are required to be maintained pursuant to the InvIT Regulations or otherwise as required under applicable law. The Trustee shall also ensure that the Investment Manager maintains the books of accounts of the Trust in accordance with the Indenture of Trust.

(vii). *Statutory charges or levies payable by the Trust*

The Trustee shall, in accordance with the applicable law and on receipt of advice from the Investment Manager, pay all taxes, duties and any other statutory charges or levies that may be payable by the Trust on behalf of the Unitholders from the Trust Assets, subject to the provisions of the InvIT Documents.

(viii). *Reports to be filed by the Trust*

The Trustee, either by itself or through the Investment Manager, shall from time to time file such reports and provide such information as may be required by the SEBI, the Stock Exchange or other governmental agencies, with respect to the activities carried on by the Trust.

(ix). *Documents and information to be provided to the Unitholders*

The Trustee shall, through the Investment Manager, from time to time provide such documents and information to the Unitholders, as may be required by the SEBI, the Stock Exchange or other governmental agency, with respect to the activities carried on by the Trust. The Trustee shall comply with intimation requirements under the InvIT Regulations. The Trustee shall also immediately inform SEBI in case (i) the Investment Manager fails to submit to the Trustee, the information or reports as specified under the InvIT Regulations, in a timely fashion; and (ii) any act which is detrimental to the interest of the Unitholders is noted.

(x). *Segregation of assets and liabilities*

The assets and liabilities of the Trust shall at all times be segregated from the assets and liabilities of any other trusts managed by the Trustee. The assets held under the Trust shall be held for the exclusive benefit of the Unitholders of the Trust and such assets shall not be subject to the claims of any creditor or other Person claiming under any other trust administered by the Trustee or managed by the Investment Manager, as the case may be.

(xi). *Attainment of objects of the Trust*

The Trustee shall ensure that all acts, deeds and things are done with a view to attain the objects of the Trust, in accordance with applicable law and the InvIT Documents, in order to secure the best interests of the Unitholders.

(xii). *Activities of the Investment Manager*

(a). The Trustee shall oversee activities of the Investment Manager in the interest of the Unitholders, and shall ensure that the Investment Manager complies with the InvIT Regulations and obtains a compliance certificate from the Investment Manager on a quarterly basis, in the form prescribed by SEBI, if any.

(b). The Trustee shall ensure that the Investment Manager complies with reporting and disclosure requirements in accordance with InvIT Regulations and other applicable law and in case of any delay or discrepancy, require the Investment Manager to rectify such delay or discrepancy on an urgent basis.

(c). The Trustee shall require the Investment Manager to set up such systems and procedures and submit such reports to the Trustee, as may be necessary for effective monitoring of the functioning of the Trust.

(d). The Trustee shall ensure that the activity of the Trust is being operated in accordance with the provisions of the InvIT Documents and the InvIT Regulations, and in the event that any discrepancy is noted, the Trustee shall inform the same to the SEBI immediately in writing.

(xiii). *Meetings of Unitholders*

(a). The Trustee shall ensure that the Investment Manager convenes meetings of the Unitholders in accordance with the InvIT Regulations and shall oversee the voting by the Unitholders and declaration of results of such meetings;

Provided that, where there is:

(1). a change or removal of the Investment Manager, or a Change in Control of the Investment Manager of the Trust, and the Trustee is required to obtain approval of the Unitholders and the Trustee shall be responsible for convening and conducting of the meeting of the Unitholders; and

(2). any issue pertaining to the Trustee, such as change in the Trustee, the Trustee shall not be involved in any manner in the conduct of the meetings of the Unitholders.

(b). The Trustee shall ensure that the Investment Manager convenes meetings of the Unitholders at least once every year within requisite number of days from the end of a financial year (as prescribed under the InvIT Regulations) with the period between such meetings not exceeding such number of months as is prescribed under the InvIT Regulations.

(c). The Trustee shall have the power to take up with SEBI or with the Stock Exchange, as applicable, any matter which has been approved in any meeting of Unitholders, if the matter requires such action.

(xiv). *Related Party Transactions*

The Trustee shall review the transactions carried on between the Investment Manager and its Associates and where the Investment Manager has advised that there may be a conflict of interest, the Trustee must obtain a certificate from a practising chartered accountant or a valuer as applicable specifying that such transactions are on an arms' length basis.

(xv). *Change in control of the Investment Manager*

The Trustee shall comply with the requirements of the InvIT Regulations in the event of a proposed change in control of the Investment Manager.

(xvi). *Suspension of Trustee's Registration*

The Trustee shall, promptly on occurrence, inform the Investment Manager and the Unitholders of a cancellation, revocation, suspension, non-renewal of its registration to act as a trustee under applicable law or a breach of the terms of such registration that will materially impair its ability to perform its obligations and exercise its powers under the Indenture of Trust.

(xvii). *General Duties*

The Trustee shall perform all the duties and obligations set out in the InvIT Regulations, including those duties and obligations set out in Regulation 9 of the InvIT Regulations, as may be amended, modified or supplemented from time to time.

Rights of the Trustee

The Trustee shall have the following rights, in accordance with the Indenture of Trust:

(i). The Trustee shall have the right to receive trusteeship fees from the Trust for services to be rendered in relation to the administration and management of the Trust, as mutually agreed between the parties to the Indenture of Trust.

(ii). The Trustee may, in the discharge of its duties, act upon any advice obtained in writing from any qualified bankers, accountants, brokers, lawyers, professionals, consultants, or other experts acting as advisors to the Trustee. The Trustee shall not be bound to supervise or verify advice of the advisors and not be liable for any bona fide act or omission or consequence suffered as a result of the reliance upon such advice or information. The Trustee shall also not be responsible for any loss occasioned by so acting, nor for the consequences of any bona fide mistake, oversight or error of judgement on the part of such advisors. However, the Trustee shall be liable in case of any act done in bad faith, including any fraud, wilful misconduct or gross negligence.

(iii). The Trustee may appoint any scheduled commercial bank to act as the banker to the Trust, on the same terms and conditions extended by such a bank to similar customers.

(iv). The Trustee shall be entitled to the reimbursement of all reasonable expenses incurred by the Trustee on behalf of the Trust, including any direct or indirect tax or duty, which has become or may become leviable under applicable law. Such expenses shall be paid out of the monies comprised in the Trust Assets.

(v). Subject to applicable law, the Trustee acknowledges that no Unitholder shall be entitled to inspect or examine the Trust's premises or properties without the prior permission of the Investment Manager. Further, no Unitholder shall be entitled to require discovery of any information with respect to any detail of the Trust's activities or any matter which may be related to the conduct of the business of the Trust and which information may, in the opinion of the Investment Manager adversely affect the interest of other Unitholders.

Liabilities of the Trustee

The liabilities of the Trustee in terms of the Indenture of Trust are as follows:

(i). *Assets received by the Trustee*

The Trustee shall only be liable or responsible for such monies, stocks, funds, shares, assets, investment, property or securities as the Trustee shall have actually received and shall not be liable or responsible for any banker, broker, administrator, custodian or other person in whose hands the same may be deposited or placed, nor for the deficiency or insufficiency in the value of any investments of the Trust nor otherwise for any involuntary loss. Any receipt signed by the Trustee for any monies, stocks, funds, shares, assets, securities, investment or property, paid, delivered or transferred to the Trustee under or by virtue of the Indenture of Trust or in exercise of the duties, functions and powers of the Trustee shall effectively discharge the Trustee or the person or persons paying, delivering or transferring the same therefrom or from being bound to see to the application thereof, or being answerable for the loss or misapplication thereof provided that the Trustee and such persons shall have acted in good faith, without negligence and shall have used their best efforts in connection with such dealings and matters.

(ii). *Acts done in good faith*

The Trustee shall not be under any liability on account of anything done or omitted to be done or suffered by the Trustee in good faith in accordance with, or in pursuance of any request or advice of the Investment Manager. However, the trustee shall be liable in case of any act done in bad faith, including any fraud, wilful misconduct or gross negligence.

(iii). *Suits, proceedings or claims against the Trust*

The Trustee shall not be under any obligation to institute, acknowledge the service of, appear in, prosecute or defend any action, suit, proceedings or claim (including tax proceedings) in respect of the provisions of the Indenture of Trust or in respect of the investments or any part of such investments or any corporate or shareholders' action which in its opinion, acting on the advice of the Investment Manager, would or might involve expense or liability unless the Investment Manager shall so request in writing and the Trustee is satisfied that the value of the investment is sufficient to provide adequate indemnity against costs, claims, damages, expenses or demands to which it may be put as the trustee as a result thereof. However, the trustee shall be liable in case of any act done in bad faith, including any fraud, wilful misconduct or gross negligence.

(iv). *Bona fide action by the Trustee*

The Trustee shall not be liable in respect of any action taken or damage suffered by it on reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by appropriate authorities or entities.

(v). *Acts or things required to be done by the Trustee under law*

The Trustee shall not be liable to the Unitholders for doing or failing to do any act or thing, which by reason of any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (which legally or otherwise) it shall be directed or requested to do or perform or to forbear from doing or performing. If, for any reason it becomes impossible or impracticable to carry out any of the provisions of the Indenture of Trust, the Trustee shall not be under any liability therefore or thereby.

(vi). *Authenticity of signature and seal*

The Trustee shall not be responsible to any Unitholder for the authenticity of any signature or any seal affixed to any endorsement on any certificate or to any transfer or form of application endorsement or other document affecting the title to or transmission of interests in the Trust or of any investments of the Trust or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Trustee shall be entitled but not bound to require that the signature of any Unitholder to any document required to be signed by him under or in connection with the Indenture of Trust shall be verified to the Trustee's reasonable satisfaction.

(vii). *Trustee to act as trustee of other trusts*

Subject to the InvIT Regulations, nothing contained in the Indenture of Trust shall be construed so as to prevent the Trustee from acting as trustee of other trusts or privately pooled funds separate and distinct from the Trust, and retaining for its own use and benefit all remuneration, profits and advantages which it may so derive.

(viii). *Information regarding the Trust, etc.*

If the Trustee is required by applicable law or any other laws to provide information regarding the Trust and/or the Unitholders, the investments of the Trust and income or proceeds therefrom and provisions of the Indenture of Trust and complies with such request in good faith, whether or not it was in fact enforceable, the Trustee shall not be liable to any of the Unitholders or to any other party as a result of such compliance or in connection with such compliance.

(ix). *Depletion in the value of the Trust Assets*

The Trustee shall not incur any liability for doing or (as the case may be) failing to do any act or thing which may result in a loss to a Unitholder (by reason of any depletion in the value of the Trust Assets or otherwise), except in the event that such loss is a result of disabling conduct on the part of the Trustee, as provided under the Indenture of Trust.

(x). *Limited Liability*

The Trustee shall not be personally liable for any losses (including indirect or consequential losses), costs, damages or expenses incurred in any way arising from anything which the Trustee, in its capacity as trustee of the Trust does or fails to do. Further, the liability of the Trustee shall not exceed the fee received by the Trustee except in case of the Trustee engaging in disabling conduct, as provided under the Indenture of Trust.

(xi). *Trustee to not risk its monies*

If the Trustee engages any external advisors or experts (in accordance with the Indenture of Trust), to discharge its obligations under the Indenture of Trust, or undertakes any work (in consultation with the Investment Manager, in the interest of the Unitholders) which is not covered within the scope of work of the Trustee under the Indenture of Trust and such additional work is beyond the obligations of the Trustee under applicable law, the Trustee shall be entitled to recover such costs, charges and expenses which the Trustee may incur in this regard, from the funds of the Trust. The Trustee will not be required to utilise funds held by the Trustee for any other trust for which, Axis Trustee Services Limited is appointed as a trustee, for discharging its obligations as the Trustee under the Indenture of Trust.

Provisions relating to Unitholders

(i). For matters requiring approval, consent or vote of the Unitholders under the InvIT Documents and InvIT Regulations, the approval, consent or vote shall be on the basis of the relevant threshold in terms of the beneficial interest of the Unitholders.

(ii). The Unitholders, in such capacity, shall not participate or take part in the control of the Trust's affairs and shall have no right or authority to act for or bind the Trust, except as provided under the InvIT Documents and InvIT Regulations.

(iii). In no event shall a Unitholder have or acquire any rights against the Trustee and the Investment Manager except as expressly conferred on such Unitholder under the Indenture of Trust or in the other InvIT Documents, nor shall the Trustee or the Investment Manager be bound to make payment to any Unitholders, except out of funds held by the Trustee for that purpose under the Indenture of Trust.

(iv). A Unitholder whose name and account details are entered in the depository register, shall be the only person entitled to be recognised by the Trustee as having a right, title, interest in or to the Units registered in his name and the Trustee shall recognise such holder as an absolute owner and shall not be bound by any notice to the contrary and shall also not be bound to take notice of or to see to the execution of any trust, express or implied, save as expressly provided or as required by any court of competent jurisdiction to recognise any trust or equity or interest affecting the title of the Units.

(v). The Depository Register, maintained by the Depository shall (save in case of manifest error) be conclusive evidence of the number of Units held by each depositor and in the event of any discrepancy between the entries of the Depository Register and any statement issued by the Depository, the entries in the Depository Register shall prevail unless the Depositor proves to the satisfaction of the Trustee and the Depository that the Depository Register is incorrect.

(vi). The powers, rights and obligations of the Unitholders shall be to the extent and as specified in the InvIT Regulations and InvIT Documents. However, the Trustee shall, in consultation with the Investment Manager, have the power to grant additional rights to the Unitholders ("**Additional Rights**"), in such manner, to such extent and on such terms and conditions as may be prescribed in the Placement Documents. Such Additional Rights granted to the Unitholders shall be deemed to have been incorporated in the Indenture of Trust, and no further amendments will need to be made to the Indenture of Trust in this regard.

(vii). The aggregate liability of each Unitholder in the Trust shall be limited to making the capital contribution payable by it in respect of the Units subscribed by it. The Unitholders shall not be responsible or liable, directly or indirectly, for acts, omissions or commissions of the Trustee, the Investment Manager, the Sponsor, or any other person, whether or not such act, omission or commission, has been approved by the Unitholders in accordance with the InvIT Regulations or the InvIT Documents.

(viii). The Unitholders may, in accordance with the provisions of the InvIT Documents, any rules and regulations of the Stock Exchange and applicable law, transfer any of their Units, to a prospective Unitholder, who accepts all the rights and obligations of the transferor, and the Trustee and/or the Investment Manager shall effectuate such transfer, in accordance with applicable law. The Investment Manager shall have the right, in consultation with the Trustee, to impose such restrictions on the transfer of Units (or creating any form of encumbrance or pledge thereon) as it may deem fit, in order to ensure that the number of Unitholders of the Trust is maintained in line with the requirements of the InvIT Regulations. Any transfer of Units by a Unitholder which has the effect of reducing the number of Unitholders of the Trust below the limit prescribed in the InvIT Regulations, shall be null and void, and the Investment Manager shall, in consultation with the Trustee, have the full power and authority to refuse any such transfer of Units. The Investment Manager and the Trustee shall have the power and authority to implement such structures from time to time, as they deem fit, to give effect to the aforementioned transfer restrictions.

Indemnity

(i). The Trustee, the Investment Manager, the Sponsor and their respective affiliates, directors, officers, employees, shareholders, partners, advisors, members or agents and members of any committee constituted by the Investment Manager and/or Sponsor (each, a "**Protected Person**") shall not be liable to and shall be indemnified and held harmless by the Trust from and against any and all liabilities (including tax, interest and penalty), claims, costs, losses, damage and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the Trust or any other matters provided in the InvIT Documents, in each case, subject to any exceptions set out in the InvIT Documents or where the Protected Person has engaged in disabling conduct, in terms of the Indenture of Trust, in respect of the matter for which it is to be indemnified, subject to applicable law.

(ii). The right of any Protected Person to indemnification as provided under the InvIT Documents shall be cumulative of, and in addition to, any and all rights to which such Protected Person may otherwise be entitled by contract or as a matter of law or equity and will extend to such Protected Person's successors, assigns and legal representatives.

(iii). If the Trustee determines in its sole discretion that it is appropriate or necessary to do so, the Trustee, on the advice of the Investment Manager may establish reasonable reserves, escrow accounts or similar accounts to fund obligations under the Indenture of Trust.

Distributions by the Trust

(i). The Investment Manager and the Trustee shall distribute the proceeds received by the Trust to the Unitholders in accordance with the Indenture of Trust and the InvIT Regulations. The Trustee shall, and shall ensure that the Investment Manager shall, make timely distributions to the Unitholders in accordance with Regulation 18 of the InvIT Regulations.

(ii). Distributions may be made by way of redemption (including partial redemption) of/return of capital contribution on, the Units, dividend, interest or any other manner, as may be decided by the Trustee in consultation with the Investment Manager and as permissible under applicable laws.

Issue, Listing and Delisting of Units

(i). The Trustee shall, in consultation with the Investment Manager: (a) issue the subscribed or purchased Units to each of the Unitholders; (b) register the Unitholders as the holder of the Units in accordance with the offer documents; and (c) have the powers to issue such additional Units on such terms and conditions as more particularly set out in the offer documents and the InvIT Regulations.

(ii). The Trustee shall ensure that the Units are listed in accordance and within such time-frame as may be specified under the InvIT Regulations.

(iii). The delisting of the Units will be in accordance with the InvIT Regulations.

Term and discharge of the Trustee, appointment of new trustee and resignation by, and removal of the Trustee

(i). The Trustee shall hold office as the trustee until the dissolution of the Trust or the discharge of the Trustee, whichever is earlier.

(ii). The Trustee shall stand discharged as trustee of the Trust on the happening of any of the following events:

(a). the board of directors of the Trustee passes a resolution for the Trustee to be voluntarily wound up under the applicable law at such time, or any order of winding up against the Trustee is passed by any court or tribunal;

(b). SEBI or any other governmental or regulatory authority passes a direction to remove the Trustee;

(c). in the event that the majority Unitholders elect in writing to terminate the services of the Trustee and appoint a new trustee in accordance with the InvIT Regulations and the InvIT Documents; or

(d). in the event that the Trustee desires to resign, it may submit its resignation to the Sponsor and each of the Unitholders.

Provided that, the Trustee shall, upon it becoming aware, promptly intimate the Sponsor and the Investment Manager of any event or potential event which may result in any of the foregoing events set out in clauses (a) and (b) above.

(iii). In the event the Trustee desires to resign from its office, it may submit its resignation to the Sponsor, or in the absence of the Sponsor, the Unitholders, setting out reasons for such resignation. The Sponsor or the Unitholders, as the case may be, may approve the resignation on the condition that a new trustee shall be appointed to hold office in its place from the date of acceptance of the resignation in accordance with terms and conditions of the Indenture of Trust. The date of acceptance of the Trustee's resignation shall be deemed to be the date of discharge of the Trustee.

(iv). In any event, the Trustee shall not be discharged unless a new trustee is appointed by the Sponsor or the Unitholders in its place by the execution of a deed of appointment and on such appointment the Trustee shall be deemed to have vacated office as trustee of the Trust provided that the Sponsor shall appoint a new trustee within 3 (Three) months from the date on which any of the events set out in clause (ii) above occur. On such appointment, the Trust shall be conveyed and transferred to the new trustee so as to legally vest in such new trustee, which, subject to applicable law, shall not be construed to be a conveyance of property of the Trust. Any appointment, substitution, nomination of a trustee shall be effected by an appropriate decision in that behalf and shall neither require the amendment of the Indenture of Trust nor the execution of a supplemental Indenture of Trust. The trustee holding office as such from time to time shall be bound by the provisions of the Indenture of Trust as if it were a party to the Indenture of Trust and had actually executed the Indenture of Trust itself. In the event the Sponsor fails to appoint a trustee within the said three month period from the date of notice of resignation of the Trustee, the Trustee shall to the best of its ability guide the Sponsor or the Unitholders on the appointment of a reputed person with the requisite expertise and experience as successor trustee and the Trustee shall continue as trustee until such appointment of the successor trustee.

(v). The Trustee shall continue to be responsible and liable for all its past acts and deeds, whether by way of commission or omission, subject to indemnity of the Trustee as provided under the Indenture of Trust, during its tenure as trustee.

(vi). Every new trustee shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as a Trustee under the Indenture of Trust.

Any change in the trustee in accordance with the terms of the Indenture of Trust shall be subject to the requirements under the InvIT Regulations.

C. The Investment Manager – Infinite India Investment Management Limited

History and Certain Corporate Matters

Infinite India Investment Management Limited is the Investment Manager of the Trust. The Investment Manager was originally incorporated under the Companies Act, 1956 as Infinite India Investment Management Private Limited on August 2, 2006 at Mumbai.

Subsequently, the Investment Manager was converted from a private company to a public company and the name of the Investment Manager was changed from Infinite India Investment Management Private Limited to Infinite India Investment Management Limited. A fresh certificate of incorporation consequent to the conversion of the Investment Manager to a public limited company was issued by the RoC, Maharashtra at Mumbai on August 27, 2014. The Investment Manager's registered office is situated at 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025. The corporate identification number of the Investment Manager is U74140MH2006PLC163489.

Background of the Investment Manager

The Investment Manager is a wholly owned subsidiary of JM Financial Limited. The Investment Manager has over 10 years of experience in fund management, being the investment manager of JM Financial Property Fund, a real estate focused venture capital fund registered with the SEBI under the SEBI VCF Regulations. Further, JM Financial Limited, the holding company of the Investment Manager is one of India's prominent financial services group specialising in a wide spectrum across investment banking and securities business, fund based activities, alternative asset management and asset management.

Further, neither the Investment Manager nor any of the promoters or directors of the Investment Manager: (i) are or have been debarred from accessing the securities market by SEBI; (ii) are or have been promoters, directors or persons in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; or (iii) are or have been persons who are categorized as wilful defaulters by any bank or financial institution, as defined under the Companies Act, 2013, or consortium thereof, in accordance with the guidelines on wilful defaulters issued by RBI.

Further, in accordance with the eligibility criteria specified under the InvIT Regulations, the Investment Manager had a consolidated net worth of not less than ₹ 100 million as on March 31, 2023.

The IM Board

The IM Board is entrusted with the responsibility for the overall management of the Investment Manager. Please see below the details in relation to the IM Board:

Sr. No.	Name	DIN
1.	Shailesh Shankarlal Vaidya	00002273
2.	Rajendra Dwarkadas Hingwala	00160602
3.	Dipti Neelakantan	00505452
4.	Adi Rusi Patel	02307863
5.	Sridhar Vaidyanadhan	03303448
6.	Riddhi Nimesh Bhimani	10072936

Brief Biographies of the Directors of the Investment Manager

Please see below brief biographies of the directors of the Investment Manager:

1. **Shailesh Shankarlal Vaidya** is an Independent Director of the Investment Manager since February 20, 2019. He holds bachelor's degree in law from Government Law College, University of Bombay. He is enrolled with the Bar Bouncil of Maharashtra since 1981 and has been admitted as a solicitor by the Bombay Incorporated Law Society in the year 1983.

2. **Rajendra Dwarkadas Hingwala** is an Independent Director of the Investment Manager since February 20, 2019. He holds a bachelor's degree in commerce from R. A. Podar College of Commerce and Economics, University of Bombay. He is a member of the Institute of Chartered Accountants since 1976.

3. **Dipti Neelakantan** is a director of the Investment Manager since October 19, 2007. She holds a bachelor's degree in commerce from University of Bombay and is a fellow member of Institute of Company Secretaries of India since 1988.

4. **Adi Rusi Patel** is a non-executive director of the Investment Manager since April 26, 2023. He is a member of the Institute of Chartered Accountants since 1993. He is currently a joint managing director in JM Financial Limited.

5. **Sridhar Vaidyanadhan** is a a non-executive director of the Investment Manager since April 1, 2023. He holds a bachelor's degree in mechanical engineering from Faculty of Engineering, Andhra University, and holds a master's degree in technology in industrial engineering and operations research from Indian Institute of Technology, Kharagpur.

6. **Riddhi Nimesh Bhimani** is an Independent Director of the Investment Manager since April 1, 2023. She holds a bachelor's degree in commerce from H. R. College of Commerce and Economics, Mumbai University, and a post-graduate diploma in management from Welingkar Institute of Management Development and Research.

Brief profiles of the Key Personnel of the Investment Manager

Please see below brief biographies of the key personnel of the Investment Manager:

1. **Rajesh Murlidharan** is a vice president in the Investment Manager since October 1, 2021. He holds a bachelor's degree in arts from University of Bombay, a graduate diploma in materials management from the Indian Institute of Material Management, and a master's degree in business administration from Madhya Pradesh Bhoj (Open) University in collobaration with Indian Institute of Material Management. He has more than 25 years of experience and has been previously associated with Glaxo (India) Limited, Excel India Private Limited and Reliance Retail Limited, among others.

2. **Pranav Singh** is an assistant vice president in the Investment Manager since October 1, 2021. He holds a bachelor's degree in engineering from Uttar Pradesh Technical University, Lucknow and a certificate for completion of the post graduate programme in advanced construction management from National Institute of Construction Management and Research. He has over 15 years of experience and has previously been associated with Tata Consulting Engineers Limited, and Reliance Retail Limited, among others.

Key Terms of the Investment Management Agreement

The Investment Manager has entered into the Investment Management Agreement dated August 18, 2021, in terms of the InvIT Regulations, the key terms of which, are provided below.

Powers, duties and rights of the Investment Manager

1. ***General Powers***: The Investment Manager shall, in relation to the Trust, have every and all powers and rights that are granted to the Trustee under the Indenture of Trust, to the extent that such powers and rights are necessary and required by the Investment Manager for the performance of its duties and discharge of its obligations under the InvIT Documents and the InvIT Regulations.

2. ***Power to manage and administer the Trust and Trust Assets***: The Investment Manager shall take all decisions in relation to the day-to-day management and administration of the Trust and the Trust Assets as may be incidental or necessary for the advancement or fulfilment of the Investment Objectives of the Trust in accordance with the InvIT Documents and InvIT Regulations.

3. ***Power to make investment and divestment decisions***: The Investment Manager shall make the investment decisions with respect to the Trust and the Trust Assets including any further investments or divestments, subject to InvIT Regulations and in accordance with the relevant InvIT Documents, and in this regard is also empowered to do the following acts on behalf of the Trust:

   (i). acquire, hold, manage, trade and dispose of the Trust Assets, shares, stocks, convertibles, debentures, bonds, equity, equity-related securities, debt or mezzanine securities of all kinds issued by any holding companies or special purpose vehicles (including loans convertible into equity), whether in physical or dematerialised form, including power to hypothecate, pledge or create encumbrances of any kind on such securities held by the Trust in such holding companies or special purpose vehicles to be used as collateral security for any borrowings by the Trust;

   (ii). to decide, in the manner set out in the InvIT Documents and in compliance with InvIT Regulations and the Investment Objective, the amounts to be invested in each new entity that is to form part of the Trust Assets and the mode, manner, terms and conditions for making such Investment and the forms of assistance including the return to be earned therefrom, and to realize such Investments and income and distribute the same to the Unitholders as per the terms contained herein and the InvIT Documents and in compliance with the InvIT Regulations;

   (iii). keep the monies comprised in the Trust Assets in deposit with banks or in such other instruments or form as permitted under the InvIT Regulations in the name of the Trust;

   (iv). collect and receive the profit, interest, repayment of principal of debt or debt like or equity or equity like mezzanine securities, dividend, return of capital of any type by the holding company or the special purpose vehicles and any other income of the Trust, as and when the same may become due and receivable;

   (v). make investments as set out in the InvIT Documents and Investment Objective and in the manner and to the extent permitted under the InvIT Regulations; and

   (vi). structure investments through one or more investment vehicles in order to address tax or regulatory considerations.

4. ***Power to do all acts to achieve the Objects of the Trust***: The Investment Manager is authorized to do all such other acts, deeds and things as may be incidental or necessary for the advancement or fulfilment of the Investment Objective of the Trust, as set out in the Indenture of Trust.

5. ***Power to issue and to accept subscription to the Units***: The Investment Manager shall have the power to cause the issue and allotment of Units, in accordance with the InvIT Regulations. The Investment Manager shall have the power to accept capital contributions for the Trust and subscriptions to Units and undertake all related activities. If the Investment Manager fails to allot or list the Units or refund the money within the time specified in the InvIT Regulations, then the Investment Manager shall pay interest to the Unitholders at the rate prescribed in the InvIT Regulations, until such allotment or listing or refund and such interest shall not be recovered in the form of fees or any other form payable to the Investment Manager by the Trust.

6. ***Power to maintain register of Unitholders***: The Investment Manager shall cause the Depository to maintain a register of Unitholders.

7. ***Power to make reserves***: The Investment Manager shall, as it may deem proper, make such reserves out of the income or capital of the Trust.

8. ***Power to borrow***: The Investment Manager may cause the Trust to issue debentures, borrow or to defer payments, subject to applicable law. In the event the Units of the Trust are unlisted, the Trust shall be permitted to have aggregate consolidated borrowings and deferred payments net of cash and cash equivalents up to 75% of the value of the InvIT Assets. Any additional borrowings, i.e. above 75% of the value of the InvIT Assets, shall be subject to approval from such number of the Unitholders holding at least 51% of the outstanding Units. In the event the Units of the Trust are listed, borrowings of the Trust shall be subject to the provisions of the InvIT Regulations.

9. ***Power to exercise rights in respect of the Trust Assets***: The Investment Manager shall have the power to exercise all rights in relation to the shareholding of the Trust in the holding companies or special purpose vehicles and other assets underlying the Trust Assets, including voting rights in every meeting, including an annual general meeting, rights to appoint majority of board of directors (in consultation with the Trustee as required under the InvIT Regulations), whether pursuant to securities held by the Trust, or otherwise.

10. ***Power to appoint professional service providers, intermediaries and agents***:

    (i). The Investment Manager, in consultation with the Trustee, shall have the power to appoint, determine the remuneration of and enter into, execute, deliver, perform, modify or terminate all documents, agreements and instruments containing customary terms including contractual indemnities with valuers, auditors, registrar and transfer agents, merchant bankers, credit rating agencies, search agents, property consultants, brokers, legal, financial and tax consultants or any other intermediary or professional service provider or agent as may be required in connection with the activities of the Trust in a timely manner and as per the provisions of the InvIT Regulations and other applicable law.

    (ii). The Investment Manager shall not be responsible for the default or violation by any such professional service provider, intermediary or agent of their terms of service, if employed in good faith to transact any business identified in the arrangement with them.

    (iii). All fees in relation to such professional service providers, intermediaries and agents shall be determined by the Investment Manager in consultation with the Trustee and shall be to the account of the Trust, to be paid out of the monies comprised in the Trust Assets, provided that the remuneration of a valuer shall not be linked to or based on the value of the investments being valued by such valuer.

    (iv). The Investment Manager shall not appoint an auditor, valuer and such other intermediaries or agents for consecutive periods greater than as permitted under the InvIT Regulations, without the consents of Unitholders or governmental agencies, as may be required under the InvIT Regulations or other Applicable Law.

11. ***Power to appoint custodians***: The Investment Manager may appoint any custodian in order to provide custodian services, oversee the activities of the custodian, and may permit any Trust Asset (or any documents pertaining thereto) to be and remain deposited with a custodian, subject to such deposit as authorised by the Trustee and permissible under applicable law.

12. ***Power to pay duties and taxes***: In the event of any duties, fees or taxes (and any interest or penalty chargeable thereon) whatsoever becoming payable in any jurisdiction in respect of the Trust or in respect of documents issued or executed in pursuance of the Indenture of Trust in any circumstances whatsoever, the Investment Manager shall have the power and duty to pay all such duties, fees or taxes and any interest or penalty thereon as well as to create any reserves for future potential tax liability out of the Trust's income, based on the opinion of any of PricewaterhouseCoopers, Deloitte Haskins & Sells, Ernst & Young or KPMG (or their affiliates in India). For the avoidance of doubt, it is clarified that pursuant to this Section, no Unitholder will be required to make a capital contribution to the Trust, other than the Issue Price for the Units allotted.

13. ***Power to spend on behalf of the Trust***: The Investment Manager shall have the power to pay operating expenses out of the monies comprised in the Trust Assets.

14. ***Power to take counsel's opinion***: The Investment Manager shall have the power to take the opinion of legal or tax counsel in any jurisdiction concerning any difference arising under the Investment

Management Agreement or any matter in any way relating to the Investment Management Agreement or to the duties of the Investment Manager in connection with the Investment Management Agreement.

15. ***Power to re-invest***: The Investment Manager may retain, for the purpose of reinvestment into a potential holding company or special purpose vehicles, any proceeds received by the Trust from any sale of any Trust Assets or any holding company or special purpose vehicles or any shares or interest in the Holding Company or SPV. In such circumstances, the Investment Manager shall not be required to distribute any amounts retained for re-investment to the Unitholders.

16. ***Power to make policies***: The Investment Manager may make internal policies to generally evolve, formulate and adopt from time to time such policies and procedures as may be conducive for the effective administration and management of the Trust and the attainment of the Investment Objective, in accordance with the InvIT Documents and the InvIT Regulations. In particular, the Investment Manager may provide for all or any of the following matters:

    (i). norms of investment by the Trust in accordance with the Investment Objective of the Trust and in accordance with the powers and authorities of the Trustee as set out in the Indenture of Trust and those delegated to the Investment Manager;

    (ii). matters relating to entrustment / deposit or handing over of any documents, etc. pertaining to the Investments of the Trust in, holding companies or special purpose vehicles or other assets, to one or more custodians and the procedure relating to the holding thereof by the custodian;

    (iii). such other administrative, procedural or other matters relating to the administration or management of the affairs of the Trust and which matters are not by the very nature required to be included or provided for in the Indenture of Trust or the Investment Management Agreement;

    (iv). procedure for seeking approval of the Unitholders in compliance with the InvIT Regulations; and

    (v). procedure for summoning and conducting of meetings of Unitholders.

17. ***Power to restrict right to inspect:*** Subject to applicable law, the Trustee acknowledges that no Unitholder shall be entitled to inspect or examine the Trust's premises or properties without the prior permission of the Investment Manager. Further, no Unitholder shall be entitled to require discovery of any information with respect to any detail of the Trust's activities or any matter which may be related to the conduct of the business of the Trust and which information may, in the opinion of the Investment Manager adversely affect the interest of other Unitholders.

18. ***Power to buyback Units***: The Investment Manager may facilitate the buyback of Units from the Unitholders by the Trust, at the end of the term of the Trust or in any other manner in accordance with applicable law.

19. ***Power to delegate***: The Investment Manager may delegate its administrative duties under the Investment Management Agreement and may appoint advisors and consultants to assist with the same, the cost of which shall be borne by the Trust. Regardless of any delegation, the Investment Manager will remain liable for any delegate's acts of commission or omission as if the Investment Manager would itself have been responsible and liable under the Investment Management Agreement for that act of commission or omission. Any action taken by such delegate in respect of the Trust shall be construed as an act done by the Investment Manager.

20. ***Other Powers***: The Investment Manager shall also have the following powers and authorities exercisable without any further act or approval or vote of the Unitholders:

    (i). to open one or more bank accounts, demat accounts and any other accounts for the purposes of the Trust, to deposit and withdraw money and fully operate the same;

    (ii). negotiate and execute contracts, and/or terminate or modify such contracts and do all such acts, deeds and things for or on behalf of or in the name of the Trust as the Investment Manager may consider expedient for managing the Trust (including without limitation entering into, modifying or terminating rent agreements for use of office space for the Trust, maintenance service arrangements for the office of the Trust, share purchase agreements for acquisition of entities that are to be included as SPVs under the Trust, indemnity agreements, deed of right of first offer and refusal, escrow agreements, debt documentation, underwriting agreements, any investment pooling agreement, agreement relating to strategic investments, co-investment agreements;

(iii). to vary, alter, postpone, extend or cancel the terms and conditions of agreements in relation to the Investments, as entered into with the relevant SPVs;

(iv). to ascertain, appropriate, declare and distribute or reinvest the surplus comprised in the Trust Assets in compliance with the InvIT Regulations, to determine and allocate income, profits and gains and expenses in respect of the Trust to and amongst the Unitholders;

(v). to sign, seal, execute, deliver and register according to law all deeds, documents, and assurances in respect of the Trust;

(vi). along with the Trustee, initiate, prosecute and/or defend any action or other proceedings in any court of law or through arbitration or in any other manner for recovery of debts or sums of money, for any claim, actions or suits in respect of and pertaining to the Trust, right, title or interest in the Trust Assets or any other matter in connection therewith, and to discontinue or settle any of the above, as the Investment Manager shall in its best judgment or discretion deem fit;

(vii). to sign and verify all written statements, petitions, appeals, declarations, revisions and applications in connection with any proceedings, and have the power to refer any claim to arbitration and to perform, observe and challenge the awards;

(viii). to issue statement of accounts or Unit certificates (if requested) to the Unitholders on behalf of the Trustee;

(ix). where Unit certificates have been issued to the Unitholders, to submit the Units for dematerialisation and to make all applications and execute all documents with the Depositories and depository participants as may be necessary in this regard;

(x). to retain and pay to the relevant governmental agencies, any amounts that the Trustee or the Investment Manager is required to, or may deem prudent to, withhold from the amounts to be distributed to the Unitholders;

(xi). to set up such systems and procedures, and submit such reports, as may be required by the Trustee as necessary for effective monitoring of the functioning of the Trust. The Trustee shall intimate SEBI of any failure by the Investment Manager to submit such reports in a timely manner;

(xii). to ensure that the Trust Assets have proper legal title and that all the material contracts entered into on behalf of the Trust or SPV are legal, valid, binding and enforceable by and on behalf of the Trust or SPV;

(xiii). to make and give receipts, releases and other discharges for monies payable to the Trust and for the claims and demands made or to be made by the Trust; and

(xiv). generally, to exercise all such powers as it may be required to exercise under the InvIT Regulations and do all such matters and things as may be incidental to or consequential upon the discharge of its functions, and the exercise and enforcement of all or any of the powers and rights under the Investment Management Agreement and the InvIT Regulations, in relation to the Trustee, Unitholders, Trust Assets and the holding companies or special purpose vehicles.

Liabilities of the Investment Manager

1. ***Assets received by the Investment Manager***: The Investment Manager shall only be liable or responsible for such monies, stocks, funds, shares, assets, investment, property or securities as the Investment Manager shall have actually received and shall not be liable or responsible for any banker, broker, administrator, custodian or other person in whose hands the same may be deposited or placed, nor for the deficiency or insufficiency in the value of any investments of the Trust nor otherwise for any involuntary loss. Any receipt signed by the Investment Manager for any monies, stocks, funds, shares, assets, securities, investment or property, paid, delivered or transferred to the Investment Manager under or by virtue of the Investment Management Agreement or in exercise of the duties, functions and powers of the Investment Manager shall effectively discharge the Investment Manager or the person or persons paying, delivering or transferring the same therefrom or from being bound to see to the application thereof, or being answerable for the loss or misapplication thereof provided that the Investment Manager and such persons shall have acted in good faith, without negligence and shall have used their best efforts in connection with such dealings and matters.

2. ***Acts done in good faith***: The Investment Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Investment Manager in good faith. However, the Investment Manager shall be liable in case of any act done in bad faith, including any fraud, wilful misconduct or gross negligence.

3. ***Suits, proceedings or claims against the Trust***: The Investment Manager shall not be under any obligation to institute, acknowledge the service of, appear in, prosecute or defend any action, suit, proceedings or claim (including tax proceedings) in respect of the provisions of the Investment Management Agreement or other InvIT Documents in respect of the investments or any part of such investments or any corporate or shareholders' action which in its opinion would or might involve expense or liability unless it is satisfied that the value of the investment is sufficient to provide adequate indemnity against costs, claims, damages, expenses or demands to which it may be put as the trustee as a result thereof.

4. ***Bona fide action by the Investment Manager***: The Investment Manager shall not be liable in respect of any action taken or damage suffered by it on reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by appropriate authorities or entities. However, the Investment Manager shall be liable in case of any act done in bad faith, including any fraud, wilful misconduct or gross negligence.

5. ***Acts or things required to be done by the Investment Manager under law***: The Investment Manager shall not be liable to the Unitholders for doing or failing to do any act or thing which, by reason of *force majeure* or any provision of any present or future law or regulation made pursuant thereto, or of any decree, order or judgment of any court, or by reason of any request, announcement or similar action (whether of binding legal effect or not), may be taken or made by any person or body acting with or purporting to exercise the authority of any government (which legally or otherwise) unless it shall be directed or requested to do or perform or to forbear from doing or performing. If, for any reason it becomes impossible or impracticable to carry out any of the provisions of the Investment Management Agreement, the Investment Manager shall not be under any liability therefore or thereby.

6. ***Authenticity of signature and seal***: The Investment Manager shall not be responsible to any Unitholder for the authenticity of any signature or any seal affixed to any endorsement on any certificate or to any transfer or form of application endorsement or other document affecting the title to or transmission of interests in the Trust or of any investments of the Trust or be in any way liable for any forged or unauthorised signature on or any seal affixed to such endorsement transfer or other document or for acting upon or giving effect to any such forged or unauthorised signature or seal. The Investment Manager shall be entitled but not bound to require that the signature of any Unitholder to any document required to be signed by him under or in connection with the Investment Management Agreement shall be verified to the Investment Manager's reasonable satisfaction.

7. ***Information regarding the Trust, etc.***: If the Investment Manager is required by applicable law or any other laws to provide information regarding the Trust and/or the Unitholders, the investments of the Trust and income or proceeds therefrom and provisions of the Investment Management Agreement and complies with such request in good faith, whether or not it was in fact enforceable, the Investment Manager shall not be liable to any of the Unitholders or to any other party as a result of such compliance or in connection with such compliance.

8. ***Depletion in the value of the Trust Assets***: The Investment Manager shall not incur any liability for doing or (as the case may be) failing to do any act or thing which may result in a loss to a Unitholder (by reason of any depletion in the value of the Trust Assets or otherwise), except in the event that such loss is a result of any of the following on the part of the Investment Manager: (a) fraud, wilful misconduct or gross negligence; (b) failure to show the degree of care and diligence required under the Trusts Act while carrying out the duties of the Trustee described in the Indenture of Trust; or (c) a breach of applicable law or of the provisions of the InvIT Documents, and in each of the foregoing cases, as finally determined by a non-appealable court of competent jurisdiction.

9. ***Limited Liability***: The Investment Manager shall not be personally liable for any losses (including indirect or consequential losses), costs, damages or expenses incurred in any way arising from anything which the Investment Manager does or fails to do.

10. ***Investment Manager entitled to reimbursement***: If the Investment Manager engages any external advisors or experts (in accordance with the Investment Management Agreement), to discharge its obligations under the Investment Management Agreement, or undertakes any work (in the interest of the Unitholders) which is not covered within the scope of work of the Investment Manager under the

Investment Management Agreement and such additional work is beyond the obligations of the Investment Manager under applicable law, the Investment Manager shall be entitled to recover such costs, charges and expenses which the Investment Manager may incur in this regard, from the funds of the Trust.

Duties of the Investment Manager

1. ***Duty to manage the Trust***: The Investment Manager shall coordinate with the Trustee, as may be necessary, with respect to the operations of the Trust.

2. ***Duty to undertake valuation***: The Investment Manager shall have the Trust Assets valued by an independent valuer and submit the same to the Unitholders, in accordance with and within the timeframes prescribed in the InvIT Regulations. The Investment Manager shall ensure that the computation and declaration of net asset value, as defined in the InvIT Regulations, of the Trust is based on the valuation done by a valuer in accordance with the InvIT Regulations.

3. ***Insurance***: The Investment Manager shall maintain adequate insurance coverage for the Trust Assets in accordance with the InvIT Regulations and shall ensure that assets held by the holding companies or special purpose vehicles are adequately insured. However, the requirement to maintain insurance for holding companies or special purpose vehiclesshall not arise in case the assets have been insured (and maintained on an on-going basis) by any other person under any agreement including a concession agreement or shareholders' agreement or pursuant to applicable law or direction of a governmental agency.

4. ***Distributions***: The Investment Manager shall declare distribution to Unitholders in accordance with the InvIT Regulations. Subject to applicable law, such percentage of the net distributable cash flows of the holding companies or special purpose vehicles shall be distributed to the Trust and such percentages of the net distributable cash flows of the Trust shall be distributed to the Unitholders (in the ratio of the beneficial interest of the Unitholders), and within such time periods, as prescribed in the InvIT Regulations. The Investment Manager shall maintain a record (for such periods as may be prescribed by the InvIT Regulations) of the distributions declared and made to the Unitholders.

5. ***Meeting of Unitholders***:

   (i). The Investment Manager shall convene meetings of the Unitholders in accordance with the InvIT Regulations and maintain records pertaining to the meetings in accordance with the InvIT Regulations.

   (ii). The Investment Manager shall convene meetings of the Unitholders at least once every year within requisite number of days from the end of a Financial Year with the period between such meetings not exceeding such number of months as is prescribed under the InvIT Regulations.

   (iii). The Investment Manager shall be responsible for all the activities pertaining to conducting of meeting of the Unitholders, subject to overseeing by the Trustee in all cases other than where the meetings are on issues pertaining to the Trustee. Provided that, for Unitholder meeting related to issues related to Investment Manager such as change, removal or change in control of the Investment Manager, the Trustee shall be required to obtain approval of the Unitholders and consequently the Unitholder meetings shall be convened and conducted by the Trustee.

6. ***Change in control***: The Investment Manager shall intimate the Trustee prior to any change in control of the Investment Manager to enable the Trustee to comply with the provisions of the InvIT Regulations and applicable law.

7. ***Monitoring***: The Investment Manager will monitor the InvIT, including monitoring current and projected financial position of the Trust and the Trust Assets, including the holding companies or special purpose vehicles. The Investment Manager shall place before the IM Board, a report on the activity and performance of the Trust, in accordance with and in the manner and at the frequency prescribed in the InvIT Regulations. The Investment Manager shall designate an employee or a director as the compliance officer for monitoring of compliance with the InvIT Regulations and any circulars or guidelines issued thereunder and intimating SEBI in case of non-compliance.

8. ***Maintenance of records***: The Investment Manager shall maintain records pertaining to the activity of the Trust in terms of the InvIT Regulations.

9. ***Duty in relation to the Investment Objective***: The Investment Manager shall manage the Trust in accordance with the InvIT Regulations and the Investment Objective, and shall ensure that the

investments made by the Trust are in accordance with the investment conditions enumerated in the InvIT Regulations, in accordance with the Investment Objective and are solely in the interest of the Unitholders.

10. ***Redressal of Complaints***: The Investment Manager shall ensure adequate and timely redressal of all Unitholders' grievances pertaining to the activities of the Trust.

11. ***Submissions to Trustee***: The Investment Manager shall submit to the Trustee:

    (i). quarterly reports on the activities of the Trust including receipts for all funds received by it and for all payments made, status of compliance with the InvIT Regulations, performance report, status of development of under-construction properties, within the time periods specified under the InvIT Regulations;

    (ii). valuation reports as required under the InvIT Regulations within the time period specified under the InvIT Regulations;

    (iii). decision to acquire or sell or develop any property or expand existing completed assets or projects along with rationale for the same;

    (iv). details of any action which requires approval from the Unitholders as may be stipulated under the InvIT Regulations;

    (v). details of any other material fact including change in its directors, any legal proceedings that may have a significant bearing on the activity of the Trust, within such time period as required under the InvIT Regulations;

    (vi). details of any breach of the investment conditions specified under the InvIT Regulations on account of market movements of the price of the Investments;

    (vii). quarterly reports on the effective monitoring of the functioning of the Trust as per the InvIT Regulations;

    (viii). details of any borrowings exceeding such percentage of the value of the Trust Assets as may be prescribed by the InvIT Regulations on account of market movements of the price of the Investments; and

    (ix). any other reports, presentations, documents, as may be required under the InvIT Documents and applicable law including the InvIT Regulations.

    The Trustee shall intimate SEBI of any failure by the Investment Manager to submit information or reports as specified above in a timely manner.

12. ***Issue of Units and Allotment / Listing of Units***: The Investment Manager shall be responsible for all activities pertaining to the issue and Allotment / listing of the Units of the Trust in accordance with the InvIT Regulations and other applicable law, including:

    (i). filing of offer document or placement memorandum with SEBI;

    (ii). filing the draft and final offer document or placement memorandum with SEBI or the Stock Exchange, as applicable, within the prescribed time period;

    (iii). dealing with all matters up to allotment of Units to the Unitholders;

    (iv). obtaining in-principle approval, and final listing and trading approvals from the Stock Exchange, as applicable; and

    (v). dealing with all matters relating to the issue and listing, as applicable, of the Units as specified under the InvIT Regulations and any guidelines as may be issued by SEBI in this regard.

13. The Investment Manager is also responsible to ensure that all relevant provisions of the InvIT Regulations and other applicable law have been complied with and all statements and disclosures made in this Placement Memorandum comply with the InvIT Regulations and other applicable law, contain material, true, correct, not misleading and adequate disclosures in order to enable the investors to make an informed decision, do not provide guaranteed returns to the investors, not be misleading and not contain any untrue statements or mis-statements and shall include such other disclosures as may be specified by SEBI.

14. ***Delisting of units and winding up of the Trust***: If any event specified in the InvIT Regulations occurs, the Investment Manager shall apply for delisting of units of the Trust to SEBI and the Stock Exchange in accordance with the InvIT Regulations and applicable law, in the event the units of the Trust are listed.

15. ***Submission of half yearly and annual report***: The Investment Manager shall within the time period prescribed under the InvIT Regulations, submit half yearly and annual report to all the Unitholders.

16. ***Disclosures***: The Investment Manager shall, in accordance with the requirements of the InvIT Regulations and other applicable laws, including any requirements prescribed by SEBI from time to time, disclose any information having bearing on the operation or performance of the Trust as well as price sensitive information and other information that is required in terms of the InvIT Regulations and applicable law. The Investment Manager shall ensure that the disclosures or reporting to the Unitholders, SEBI and Trustee, are in accordance with the InvIT Regulations and guidelines or circulars issued thereunder. The Investment Manager shall provide to SEBI, where applicable, any such information as may be sought by SEBI, pertaining to the activities of the Trust.

17. ***Related Party Transactions***: The Investment Manager (along with the Trustee) shall ensure that all Related Party transactions in relation to the Trust are on an arms-length basis and are consistent with the Investment Objective of the Trust and shall be disclosed in accordance with the InvIT Regulations. Details of fees and commissions received by Related Parties are required to be disclosed to Unitholders, in accordance with the InvIT Regulations.

18. ***Title to the Trust Assets***: The Investment Manager shall ensure that the Trust Assets have proper legal titles, if applicable, and that all the material contracts entered into on behalf of the Trust or the SPV are legal, valid, binding and enforceable by and on behalf of the Trust or the SPV.

19. ***Conflict of Interest***: The Investment Manager shall review the transactions carried out between the Project Manager and its associates and where the Project Manager has advised that there may be a conflict of interest, shall obtain confirmation from the practicing chartered accountant or the valuer, as applicable, that such transaction is on arm's length basis.

20. ***Other Duties***: Without prejudice to any other provision of the Investment Management Agreement, the Investment Manager will also have the following duties and obligations:

    (i). maintain regular interaction with the Trustee on performance of the Trust and providing the Trustee with any information in relation to the operations of the Trust, as may be required;

    (ii). keep the Unitholders updated on investment activities of the Trust in compliance with the InvIT Regulations and in accordance with the terms of the InvIT Documents;

    (iii). to ensure that it has and continues to have adequate infrastructure and sufficient key personnel with adequate experience and qualification to undertake management of the Trust; and

    (iv). to fulfil any other duty, obligation and responsibility that may be required of the Investment Manager, in accordance with, and within the timelines prescribed under (if any) the provisions of the InvIT Regulations.

    The Investment Manager shall provide to the Trustee such assistance as may be required by the Trustee in fulfilling its obligation towards the Trust under applicable law or as may be required by any regulatory authority with respect to the Trust.

Indemnity

To the fullest extent permitted by law, the Trustee, the Investment Manager, the Sponsor and their respective affiliates, directors, officers, employees, shareholders, partners, advisors, members or agents and members of any committee constituted by the Investment Manager and/or Sponsor (each such person, a "**Protected Person**") shall not be liable to and shall be indemnified and held harmless by the Trust from and against any and all liabilities (including tax, interest and penalty), claims, costs, losses, damage and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the Trust or any other matters set out in the InvIT Documents, in each case, subject to any exceptions set out in the InvIT Documents or where the Protected Person has engaged in the following conduct, in respect of the matter for which it is to be indemnified: (a) fraud, wilful misconduct or gross negligence; (b) a breach of applicable law or of the provisions of the InvIT Documents; or (c) only in respect of the Trustee, failure to show the degree of care and diligence required under the Trusts Act while carrying out the duties of the Trustee described in the Indenture of Trust, and in each of the foregoing cases, as finally determined by a non-appealable court of competent jurisdiction.

The right of any Protected Person to indemnification as provided under the InvIT Documents shall be cumulative of, and in addition to, any and all rights to which such Protected Person may otherwise be entitled by contract or as a matter of law or equity and will extend to such Protected Person's successors, assigns and legal representatives.

If the Trustee determines in its sole discretion that it is appropriate or necessary to do so, the Trustee, on the advice of the Investment Manager may establish reasonable reserves, escrow accounts or similar accounts to fund obligations under the Investment Management Agreement.

Termination

1. The Investment Management Agreement (along with the appointment of the Investment Manager) may be terminated by the Investment Manager by delivery of a written notice to the Trustee at any time, subject to the approval of the Unitholders and SEBI in accordance with the InvIT Regulations.

2. The Investment Management Agreement (along with the appointment of the Investment Manager) may be terminated by the Trustee on the occurrence of any of the following events (each, a "**Termination Event**"):

    (i). the IM Board passes a resolution for the Investment Manager to be voluntarily wound up under applicable law, or any order of winding up against the Investment Manager is passed by any court or tribunal;

    (ii). in the event the Investment Manager is held to be insolvent or a receiver is appointed to all or a substantial portion of the assets of the Investment Manager;

    (iii). SEBI or any other governmental or regulatory authority passes a direction to remove the Investment Manager;

    (iv). in the event that the Investment Manager desires to resign, it may submit its resignation to the Trustee;

    (v). in the event of termination by Trustee on account of material breach by the Investment Manager of the terms and conditions of the Investment Management Agreement; or

    (vi). in the event that the Unitholders holding such percentage of Units as prescribed in the InvIT Regulations elect in writing to terminate the services of the Investment Manager and appoint a new investment manager in accordance with the InvIT Regulations.

3. Upon the occurrence of a Termination Event, the Trustee shall follow the procedure set out in the InvIT Regulations, as applicable.

4. Consequences of Termination of the Investment Manager

    (i). Without prejudice to the actions required to be undertaken by the Trustee, in accordance with the InvIT Regulations, upon removal or replacement of the Investment Manager, the Investment Manager shall transfer to the Trustee, and deliver to the Trustee, all books of accounts, correspondence, documents and records relating to the Trust which the Investment Manager has in its possession.

    (ii). In the event of removal or resignation of the Investment Manager, the Investment Manager shall be entitled to receive management fees and the reimbursements under the Investment Management Agreement only for the period for which the Investment Manager remains the investment manager of the Trust. However, the Investment Manager shall not be required to return any management fees or reimbursements already paid to it.

    (iii). Every new investment manager shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as an investment manager under the Investment Management Agreement.

    (iv). The Investment Manager shall continue to be liable for all its acts of default, omissions and commissions prior to such termination.

(v). Upon termination of the Investment Management Agreement, the powers, rights and obligations of the Parties under the Investment Management Agreement shall terminate except to the extent of rights and obligations accrued prior to such termination.

D. The Project Manager – Jio Infrastructure Management Services Limited

History and Certain Corporate Matters

The Project Manager was initially incorporated on September 4, 2017 as Reliance Digital Media Distribution Limited, a public limited company, under the Companies Act, 2013, with the RoC. Subsequently, the name of the Project Manager was changed from Reliance Digital Media Distribution Limited to Jio Infrastructure Management Services Limited and a fresh certificate of incorporation was issued by the RoC on March 25, 2019. The corporate identification number of the Project Manager is U74999MH2017PLC299344. The Project Manager's registered office is situated at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021.

Background of the Project Manager

The Project Manager is an unlisted entity incorporated in India. The Project Manager shall (directly through the appointment of appropriate agents) undertake operations and management of the Trust Assets, including making arrangements for the maintenance of such assets. The Project Manager was appointed as per the terms of the Project Implementation and Management Agreement.

Neither the Project Manager nor any of the promoters or directors of the Project Manager (i) is or have been debarred from accessing the securities market by SEBI; (ii) is or have been a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other infrastructure investment trust or an infrastructure investment trust which is debarred from accessing the capital market under any order or direction made by SEBI; or (iii) is or have been a person who is categorized as a wilful defaulter by any bank or financial institution, as defined under the Companies Act, 2013, or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI.

Key terms of the Project Implementation and Management Agreement

The Project Manager has entered into a Project Implementation and Management Agreement dated August 17, 2023 with the Trust (acting through the Trustee), Investment Manager and the Warehouse SPV, effective from the SHOA Closing Date, to provide project implementation, execution and operations and maintenance services in relation to the InvIT Assets ("**PIMA**"), the key terms of which are provided below:

1. *Services:* The Project Manager has appointed RPPMSL as the Contractor to undertake designing, implementation, construction, establishment, development, operation and maintenance of the Warehouse Assets.

2. *Covenants:*

   (i). The Project Manager has agreed to certain covenants. It has agreed to ensure that RPPMSL, as the Contractor or Operator shall:

      (a). perform its obligations in accordance with good industry practice, applicable law and as per the scope of work agreed upon with the Project Manager and the Warehouse SPV;

      (b). to deploy manpower and staff as may be required for the performance of the Services (as defined under the PIMA) and, where required, employ suitable sub-contractors for this purpose;

      (c). to ensure that its workforce and employees (including any sub-contractors) are experienced to undertake the Services and are adequately trained including on compliance with any health, safety and environment related policies and anti-bribery and corruption related policies; and

      (d). to maintain the service levels as may be mutually agreed between Warehouse SPV, the Project Manager and the Contractor.

3. *Duties:* The Project Manager has agreed to undertake certain duties, including:

   (i). to either directly or through the appointment and supervision of appropriate contractors, including

RPPMSL provide Services in relation to the Warehouse Assets;

(ii). to either directly or through the appointment and supervision of appropriate contractors, including RPPMSL, oversee the progress of development, approval status and other aspects of the Warehouse Assets that may be under development or to be established until its completion in accordance with any agreement that may be entered into in this regard, including the supervision of contractors appointed for such purpose;

(iii). to either directly or through the appointment and supervision of appropriate contractors, discharge all its obligations hereunder for achieving timely completion of the infrastructure projects, wherever applicable, implementation, development, maintenance, operation and management of the infrastructure projects, in accordance with the terms of the PIMA and the InvIT Regulations;

(iv). to provide compliance certificate(s), as may be specified, to the Investment Manager and the Trustee in accordance with the InvIT Regulations, in the form prescribed by SEBI, if any;

(v). to provide the Investment Manager with details of transactions carried out between itself and its Associates and disclose any conflict of interest in such cases to the Investment Manager, in accordance with the InvIT Regulations;

(vi). to intimate the Trustee prior to any change in control of the Project Manager to enable the Trustee to seek requisite approval from regulatory, statutory, legal or government authorities, lenders and any contractual counter parties in accordance with any documents pertaining to the Warehouse Assets, if applicable;

(vii). to provide to the Trustee and Investment Manager or to such other person as the Trustee and/or the Investment Manager may direct, all information that may be necessary for each of them to maintain the records of the Trust and as may be required for making submissions to SEBI or any other governmental authority;

(viii). to ensure that the transactions or arrangements entered into by the Project Manager with a related party are on an arm’s-length basis;

(ix). keeping the Investment Manager informed on all matters which have a material bearing on the operations of the Warehouse Assets;

(x). keeping proper records for actions taken in respect of the Warehouse Assets; and

(xi). complying with (a) the instructions of the Investment Manager and the Trustee in accordance with the InvIT Regulations; and (b) the provisions of the InvIT Regulations.

4. *Obligations of the Warehouse SPV*: The Warehouse SPV shall ensure that all information reasonably required by the Project Manager for the performance of its obligations is provided to the Project Manager in a timely manner and as and when required. Further, the Warehouse SPV shall co-operate with, and provide reasonable assistance to, the Project Manager for discharging its duties and obligations under the PIMA.

5. *Fees:* The Trustee (acting on behalf of the InvIT) has agreed to pay the fees, as specified in the PIMA, to the Project Manager, in consideration of the Services provided by the Project Manager under the PIMA.

6. *Representations and Warranties:*

(i). Each party to the PIMA, other than the Warehouse SPV has represented and warranted to the other party that it is a fit and proper person based on the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008.

(ii). The Trustee, Investment Manager, the Project Manager and the Warehouse SPV have provided certain representations and warranties, such as:

(a). due incorporation or establishment, as the case may be;

(b). due authorisation for the consummation of the PIMA;

(c). non-contravention of constitutional documents, applicable law, agreements to which such entity is a party;

(d). legal validity and binding nature of the PIMA, except as may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights generally, and general principles of equity; and

(e). no liquidation, dissolution, winding up, commencement of bankruptcy, insolvency, liquidation or similar proceedings, whether voluntary or involuntary, with respect to it, whether pending or has been pending, or to the best knowledge of such party, threatened.

7. *Representations and Warranties by the Project Manager:* The Project Manager has provided certain representations and warranties, such as:

(i). no disciplinary action has been taken against it by SEBI or any other regulatory authority;

(ii). neither it nor any of its promoter(s) or directors is debarred from accessing the securities market by SEBI;

(iii). neither it nor any of its promoter(s) or directors is a promoter, director or person in control of any other company or a sponsor, investment manager or trustee of any other InvIT or InvIT which is debarred from accessing the capital market under any order or directions made by SEBI;

(iv). neither it nor any of its promoter(s) or directors is in the list of wilful defaulters published by RBI;

(v). to the best of its knowledge, there are no claims, investigations or proceedings before any court, tribunal or governmental authority, body or agency in progress or, pending against or relating to it; and

(vi). it has no knowledge of any existing ground on which any such claim, investigation or proceeding might be commenced with any reasonable likelihood of success.

8. *Term:* The PIMA shall be in effect from the Closing Date (*as defined in PIMA*) and shall remain valid and effective for a period of 30 years from the Closing Date (*as defined in PIMA*), unless terminated by the parties to the PIMA in accordance with the provisions of the PIMA or extended by mutual consent expressed in writing of all parties to the PIMA (the "**Validity Period**"). Prior to the expiry of its Validity Period, the PIMA may be terminated:

(i). by the Investment Manager after consultation with the Trustee and prior approval of the Warehouse SPV by delivery of a prior written notice of 15 days to the Project Manager,; or

(ii). by any party to the PIMA by delivery of a written notice to the other party upon the bankruptcy of such other party or if winding up or liquidation proceedings whether voluntary or involuntary are commenced or admitted against such other party (and such proceedings are not set aside within three months).

The Trustee shall within three months from the termination of the PIMA appoint a new project manager and execute a new project implementation and management agreement in accordance with Applicable Law. The Trustee and Investment Manager shall also ensure that the new project manager stands substituted as a party in all documents to which the Project Manager was a party, including, the O&M Agreement and the Project Execution Agreement. The Project Manager shall remain in office, until the new project manager is appointed and takes over the obligations under the new project implementation and management agreement and other project agreements, including, the O&M Agreement and the Project Execution Agreement. The Project Manager shall continue to be liable for all its acts and omissions and commissions prior to the appointment of the new project manager notwithstanding such termination.

9. *Indemnity*:

(i). The Project Manager shall indemnify the Trustee, the Investment Manager, the Warehouse SPV and their respective directors, employees, officers and the InvIT ("**Indemnified Parties**") against any losses, as provided in the PIMA, relating to: (i) any misrepresentation or any breach of the warranties made by it or the terms or covenants or obligations under the PIMA by it; (ii) any failure in furnishing information required by SEBI or any regulatory authority with respect to the InvIT, or furnishing wrong information by it under the InvIT Regulations or related to the InvIT, including in any offer documents, or arising out of gross negligence, wilful default or fraud on its part, in carrying out its obligations under the PIMA, the other InvIT Documents any information memorandum / offer documents and applicable law; and

(ii). The Trustee, the Investment Manager and the Warehouse SPV acknowledge and agree that the aggregate maximum liability of the Project Manager in each financial year shall be limited to an amount equivalent to the annual fee payable to the Project Manager in such financial year in accordance with the terms of the PIMA, provided that such aggregate maximum liability shall not be applicable in the event such liability of the Project Manager arises out of any gross negligence, wilful default or wilful misconduct or fraud of the Project Manager.

OTHER PARTIES INVOLVED IN THE TRUST

The Auditors

Background and terms of appointment

The Investment Manager, in consultation with the Trustee, has appointed Deloitte Haskins & Sells LLP, Chartered Accountants (Firm Registration No. 117366W/W-100018), as the auditors of the Trust for a period of five years, subject to approval of the Unitholders. The Auditors have audited the Special Purpose Combined Financial Statements and have examined the Projections of Revenue from Operations and Cash Flow from Operating Activities, and their reports in relation to such Special Purpose Combined Financial Statements dated August 17, 2023 and Projections of Revenue from Operations and Cash Flow from Operating Activities dated August 17, 2023 have been included in this Draft Placement Memorandum.

Rights and Responsibilities of the Auditors

The rights and responsibilities of the Auditors will be in accordance with the InvIT Regulations. Presently, in terms of the InvIT Regulations:

(i). the Auditors shall conduct audit of the accounts of the Trust and draft the audit report based on the accounts examined after taking into account the relevant accounting and auditing standards, as may be specified by SEBI;

(ii). the Auditors shall, to the best of its information and knowledge, ensure that the accounts and financial statements give a true and fair view of the state of the affairs of the Trust, including profit or loss and cash flow for the period and such other matters as may be specified by SEBI;

(iii). the Auditors shall have a right of access at all times to the books of accounts and vouchers pertaining to activities of the Trust; and

(iv). the Auditors shall have a right to require such information and explanation pertaining to activities of the Trust as it may consider necessary for the performance of their duties as auditors from the employees of Trust or any holding company or Parties to the Trust or the Warehouse SPV, or any other person in possession of such information.

The Valuer

Background and terms of appointment

The Investment Manager, in consultation with the Trustee, has appointed BDO Valuation Advisory LLP with effect from August 17, 2023 for the purpose of undertaking valuation of the Trust, as the valuer of the Trust. In accordance with the InvIT Regulations, the Valuer has undertaken a full valuation of the Warehouse SPV, and their report dated August 17, 2023 in relation to such valuation as on July 31, 2023, has been included in this Draft Placement Memorandum.

Functions of the Valuer

The functions, duties and responsibilities of the Valuer will be in accordance with the InvIT Regulations. Presently, in terms of the InvIT Regulations, the Valuer is required to comply with the following conditions at all times:

(i). the Valuer shall ensure that the valuation of the Trust assets is impartial, true and fair and is in accordance with Regulation 21 of the InvIT Regulations;

(ii). the Valuer shall ensure that adequate and robust internal controls to ensure the integrity of its valuation reports;

(iii). the Valuer shall ensure that it has sufficient key personnel with adequate experience and qualification to perform valuations;

(iv). the Valuer shall ensure that it has sufficient financial resources to enable it to conduct its business effectively and meet its liabilities;

(v). the Valuer and any of its employees involved in valuing of the assets of the Trust, shall not, (i) invest in Units or in the assets being valued; and (ii) sell the assets or Units held prior to being appointed as the valuer, until the time the Valuer is designated as the valuer of the Trust and not less than six months after ceasing to be valuer of the Trust;

(vi). the Valuer shall conduct valuation of the Trust's assets with transparency and fairness and shall render, at all times, high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment;

(vii). the Valuer shall act with independence, objectivity and impartiality in performing the valuation;

(viii). the Valuer shall discharge its duties towards the Trust in an efficient and competent manner, utilizing its knowledge, skills and experience in best possible way to complete given assignment;

(ix). the Valuer shall not accept remuneration, in any form, for performing a valuation of the Trust's assets from any person other than the Trust or its authorized representative;

(x). the Valuer shall before accepting any assignment from any related party of the Trust, disclose to the Trust any direct or indirect consideration which the valuer may have in respect of such assignment;

(xi). the Valuer shall disclose to the Trust any pending business transactions, contracts under negotiation and other arrangements with the investment manager or any other party whom the Trust is contracting with and any other factors that may interfere with the valuer's ability to give an independent and professional valuation of the assets;

(xii). the Valuer shall not make false, misleading or exaggerated claims in order to secure assignments;

(xiii). the Valuer shall not provide misleading valuation, either by providing incorrect information or by withholding relevant information;

(xiv). the Valuer shall not accept an assignment which interferes with its ability to do fair valuation; and

(xv). the Valuer shall, prior to performing a valuation, acquaint itself with all laws or regulations relevant to such valuation.

Policy on Appointment of Auditor and Valuer

The Investment Manager has adopted a policy on the appointment of auditor and valuer of the Trust, pursuant to the resolution of the IM Board dated August 17, 2023, the key terms of which are provided below:

1. Appointment of the auditor of the Trust

(a). The Investment Manager, in consultation with the trustee to the Trust, shall appoint the auditor of the Trust, in a timely manner and in accordance with the InvIT Regulations.
(b). The Investment Manager shall conduct the annual meeting for, approval of the unitholders with respect to the appointment of the auditor of the Trust and the fees payable to the auditor of the Trust, in accordance with the InvIT Regulations.
(c). The Investment Manager shall appoint an auditor for a period of not more than five consecutive years; provided that the auditor, not being an individual, may be reappointed for a period of another five consecutive years, subject to approval of Unitholders in the annual meeting in accordance with the InvIT Regulations.
(d). The Investment Manager shall ensure that if the removal of the auditor and appointment of another auditor to the Trust is taken up at a meeting of the Unitholders at the request of the Unitholders, such removal of the auditor shall be approved by the Unitholders in accordance with the InvIT Regulations.
(e). In terms of the policy, the auditor shall comply with the following conditions at all times:

(i). the accounts of the Trust shall be subjected to audit by the Auditors and shall be accompanied by a report of the Auditors in such manner and at such intervals as may be prescribed under the InvIT Regulations and applicable law;

(ii). the auditor shall, to the best of his information and knowledge, ensure that the accounts and financial statements give a true and fair view of the state of the affairs of the Trust, including profit or loss and cash flow for the period and such other matters as may be specified by SEBI;

(iii). the auditor shall have a right of access at all times to the books of accounts and vouchers pertaining to activities of the Trust; and

(iv). the auditor shall have a right to require such information and explanation pertaining to activities of the Trust as he may consider necessary for the performance of his duties as auditor from the employees of the Trust or any holding companies or parties to the Trust or the special purpose vehicle(s) or any other person in possession of such information.

2. Appointment of the valuer of the Trust

(a). The Investment Manager, in consultation with Trustee, shall appoint the valuer of the Trust, in a timely manner and shall determine the remuneration of such valuer. A 'valuer' shall have the meaning set forth in the InvIT Regulations.

(b). The remuneration of the valuer shall not be linked to or based on the value of the assets being valued.

(c). The valuer shall not be an associate of the Sponsor or the Investment Manager or Trustee.

(d). The valuer shall have not less than five years of experience in valuation of infrastructure assets.

(e). A valuer shall not undertake valuation of the same project for more than four years consecutively, provided that the valuer may be reappointed after a period of not less than two years from the date it ceases to be the valuer of the Trust.

(f). The valuer shall not undertake valuation of any assets in which it has either been involved with the acquisition or disposal within the last twelve months other than such cases where the valuer was engaged by the Trust for such acquisition or disposal.

(g). In terms of the policy, the valuer shall comply with the following conditions at all times:

(i). the valuer shall ensure that the valuation of the Trust's assets is impartial, true and fair and is in accordance with Regulation 21 of the InvIT Regulations;

(ii). the valuer shall ensure adequate and robust internal controls to ensure the integrity of its valuation reports;

(iii). the valuer shall ensure that it has sufficient key personnel with adequate experience and qualification to perform valuations;

(iv). the valuer shall ensure that it has sufficient financial resources to enable it to conduct its business effectively and meet its liabilities;

(v). the valuer and any of its employees involved in valuing of the assets of the Trust, shall not:

- invest in units of the Trust or in the assets being valued; and
- sell the assets or units of the Trust held prior to being appointed as the valuer,

until the time such person is designated as valuer of the Trust and not less than six months after ceasing to be valuer of the Trust;

(vi). the valuer shall conduct valuation of the Trust's assets with transparency and fairness and shall render, at all times, high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment;

(vii). the valuer shall act with independence, objectivity and impartiality in performing the valuation;

(viii). the valuer shall discharge its duties towards the Trust in an efficient and competent manner, utilizing its knowledge, skills and experience in best possible way to complete given assignment;

(ix). the valuer shall not accept remuneration, in any form, for performing a valuation of the Trust assets from any person other than the Trust or its authorized representative;

(x). the valuer shall before accepting any assignment, from any related party of the Trust, disclose to the Trust, through the Investment Manager, any direct or indirect consideration which the valuer may have in respect of such assignment;

(xi). the valuer shall disclose to the Trust, through the Investment Manager, any pending business transactions, contracts under negotiation and other arrangements with the investment manager or any other party whom the Trust is contracting with and any other factors that may interfere with the valuer's ability to give an independent and professional valuation of the assets, and other necessary disclosures required under the InvIT Regulations;

(xii). the valuer shall not make false, misleading or exaggerated claims in order to secure assignments;

(xiii). the valuer shall not provide misleading valuation, either by providing incorrect information or by withholding relevant information;

(xiv). the valuer shall not accept an assignment which interferes with its ability to do fair valuation; and

(xv). the valuer shall, prior to performing a valuation, acquaint itself with all laws or regulations relevant to such valuation.

CORPORATE GOVERNANCE

The section below is a summary of the corporate governance framework in relation to the Trust, implemented by or to be implemented by the Investment Manager and the Warehouse SPV, as applicable and as specified in this section.

1. Investment Manager

Board of Directors

Composition of the IM Board

In addition to the applicable provisions of the InvIT Regulations, Companies Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, (as applicable), the IM Board shall adhere to the following:

(a). The IM Board shall comprise of not less than six directors and shall have not less than one woman independent director.

(b). Not less than 50% of the IM Board shall comprise of independent directors and such directors shall not be directors or members of the governing board of the Investment Manager of another infrastructure investment trust registered under the InvIT Regulations. The remaining directors shall be appointed in accordance with the provisions of the Companies Act.

The independence of directors shall be determined in accordance with the Companies Act and other applicable laws; and such other requirements as may be specified in the articles of association of the Investment Manager.

For details of the current composition of the IM Board, please see the section entitled "*Parties to the Trust – Investment Manager – Infinite India Investment Management Limited – IM Board*" on page 91.

Quorum

The quorum of the IM Board shall be one-third of its total strength or three directors, whichever is higher, including at least one independent director.

Frequency of meetings

The IM Board shall meet at least four times every year, with a maximum gap of 120 days between any two successive meetings. Additionally, the IM Board shall meet prior to any meeting of the Unitholders and approve the agenda for Unitholders' meetings.

Sitting fee

The directors of the Investment Manager may receive sitting fee for attending board meetings and meetings of the committees, in accordance with the Companies Act and other applicable law.

Committees of the IM Board

Name of the Committee	Composition	Present Members	Frequency of meetings
InvIT Committee	-	(a) Dipti Neelakantan; (b) Shailesh Vaidya; and (c) Rajendra Hingwala.	-
Audit Committee	The audit committee shall consist of at least three directors and shall have a maximum of four directors. At least two-thirds of the members of audit committee shall be independent directors. The non-independent director members of the audit committee shall retire annually by rotation. The chairperson of the audit committee should be an independent director. All members of the audit committee should be	(a) Rajendra Hingwala; (b) Dipti Neelakantan; and (c) Riddhi Nimesh Bhimani.	The audit committee should meet at least four times every year, with a maximum gap of 120 days between any two successive meetings.

	financially literate and at least one member should have accounting or related financial management expertise, in accordance with the LODR Regulations. The company secretary shall act as the secretary to the audit committee. The audit committee at its discretion shall invite the finance director or head of the finance function, head of internal audit and a representative of the statutory auditor and any other such executives to be present at the meetings of the committee.		
Nomination and Remuneration Committee	The nomination and remuneration committee shall consist of at least three independent directors. The chairperson of the committee should be an independent director and shall not be the chairperson on the IM Board. The company secretary shall act as the secretary to the nomination and remuneration committee.	(a) Shailesh Vaidya; (b) Rajendra Hingwala; and (c) Riddhi Nimesh Bhimani.	The nomination and remuneration committee shall meet at least once in a year or as necessary.
Stakeholder's Relationship Committee	The quorum for the stakeholder's relationship commitee shall be one-third of the total number of members of the stakeholder's relationship commitee or at least two members, whichever is greater, with at least one independent director.	(a) Shailesh Vaidya; (b) Dipti Neelakantan; and (c) Sridhar Vaidyanadhan.	The stakeholders' relationship committee shall meet at least once in a year.
Risk Management Committee	The risk management committee shall consist of at least three members with majority of them being directors and shall include at least one independent director. The chairperson of the committee should be a member of board of directors and senior executives.	(a) Sridhar Vaidya; (b) Riddhi Nimesh Bhimani; and (c) Janisha Shah.	The risk management committee should meet at least twice every year, with a maximum gap of 180 days between any two successive meetings.

Please see below the indicative terms of reference for the committees to be constituted by the Investment Manager.

1. **InvIT Committee**

The Board has constituted the InvIT Committee pursuant to a resolution dated August 17, 2023, for the purpose of managing, operating and supervising the functioning of the Trust. The InvIT Committee consists of the following members:

a. Dipti Neelakantan;
b. Shailesh Vaidya; and
c. Rajendra Hingwala.

Terms of reference of the InvIT Committee

Please see below the terms of reference of the InvIT Committee to be constituted by the Investment Manager:

(i). approving all the investment decisions of the Trust with respect to the Trust Assets and any projects of the Trust including any further investment or divestment of the Trust Assets;

(ii). overseeing activities of the Project Manager in accordance with the InvIT Regulations and the Project Implementation and Management Agreement;

(iii). performing all obligations of the investment manager of an infrastructure investment trust in accordance with the InvIT Regulations and ensuring compliance of the Trust with the InvIT Regulations and the Investment Management Agreement;

(iv). reviewing investments made by the Trust and ensuring compliance of such investments with the investment conditions specified in the InvIT Regulations and the investment strategy of the Trust;

(v). declaring distributions to the Unitholders in accordance with the InvIT Regulations;

(vi). ensuring that the disclosures or reporting to the Unitholders of the Trust, SEBI and Trustee are in accordance with the InvIT Regulations and guidelines or circulars issued under the applicable law;

(vii). coordinating with the Trustee, as may be necessary, with respect to operations of the Trust;

(viii). appointing a custodian, if needed in order to provide such custodial services as may be authorised by the Trustee;

(ix). convening meetings of the Unitholders and maintaining records pertaining to the meetings in accordance with the InvIT Regulations;

(x). ensuring that all activities of the intermediaries or agents or service providers appointed by the InvIT Committee are in accordance with the InvIT Regulations and guidelines or circulars issued under applicable law;

(xi). approving policies and procedures as may be conducive for the effective administration and management of the Trust;

(xii). deciding on matters relating to the annual budget;

(xiii). supervising all and every act for the operation and management of the Trust;

(xiv). making applications, where necessary, to such authorities or entities as may be required and accept on behalf of the Company such conditions and modifications as may be prescribed or imposed by any of them while granting such approvals, consents, permissions and sanctions as may be required in relation to the Issue;

(xv). deciding on the timing, pricing and all the terms and conditions in relation to the Issue, including the pricing, allotment, etc. and to accept any amendments, modifications, variations or alterations thereto;

(xvi). appointing and entering into arrangements with the trustee, sponsor, lead manager and any other agencies or persons or intermediaries in relation to the Issue and to negotiate and finalise the terms of their appointment;

(xvii). negotiating, finalising and settling, and executing where applicable and delivering or arranging the delivery of the draft placement memorandum, placement memorandum and final placement memorandum, the preliminary and final international wraps, the agreements and all other documents, deeds, agreements and instruments and any notices, supplements and corrigenda thereto, as may be required or desirable in relation to the Issue;

(xviii). dealing with all matters up to allotment of Units to the Unitholders;

(xix). authorising the maintenance of a register of Unitholders;

(xx). accepting and utilizing the proceeds of the Issue in the manner provided under the placement memorandum and final placement memorandum and the applicable law;

(xxi). opening with the bankers to the Issue such accounts as may be required by the regulations issued by SEBI and to authorise one or more officers of the Investment Manager to execute all documents / deeds as may be necessary in this regard;

(xxii). authorising and approving the incurring of expenditure and payment of fees, commission, remuneration and expenses in connection with the Issue;

(xxiii). issuing all documents and authorising one or more officers of the Investment Manager to sign all or any of the aforementioned documents;

(xxiv). settling all questions, difficulties or doubts that may arise in regard to the Issue including such issues or allotment and matters incidental thereto as it may deem fit, and to delegate such of its powers as may be deemed necessary to the officials of the Investment Manager; and

(xxv). doing all such acts, deeds, matters and things and execute all such other documents, etc. deemed necessary or desirable for such purpose in relation to the Issue.

2. **Audit Committee**

The Board has constituted the Audit Committee pursuant to a resolution dated March 31, 2023, for the purpose of assisting the Board in fulfilling its fiduciary responsibilities towards the Investment Manager in the best interest of all stakeholders of the Trust and the Warehouse SPV. The Audit Committee is in compliance with the InvIT Regulations and Regulations 18 and 21 of the SEBI Listing Regulations. The terms and reference of the Audit Committee has been extended to the Trust pursuant to a resolution dated August 17, 2023. The Audit Committee consists of the following members:

a. Rajendra Hingwala;
b. Dipti Neelakantan; and
c. Riddhi Nimesh Bhimani.

Terms of reference of the Audit Committee

Please see below the terms of reference of the Audit Committee to be constituted by the Investment Manager:

(i). overseeing the Trust's financial reporting process and disclosure of its financial information to ensure that its financial statements are correct, sufficient and credible;
(ii). giving recommendations to the IM Board regarding appointment, re-appointment and replacement, remuneration and terms of appointment of the statutory auditor of the Trust and the audit fee, subject to the approval of the unitholders;
(iii). reviewing and monitoring the independence and performance of the statutory auditor of the Trust, and effectiveness of audit process;
(iv). approving payments to statutory auditors of the Trust for any other services rendered by such statutory auditors;
(v). Reviewing, with the management the annual financial statements and auditor's report thereon of the Trust, before submission to the IM Board for approval, with particular reference to:
    - matters required to be included in the director's responsibility statement to be included in the board's report in terms of clause (c) of sub-section (3) of Section 134 of the Companies Act, 2013
    - changes, if any, in accounting policies and practices and reasons for such change;
    - major accounting entries involving estimates based on the exercise of judgment by management;
    - significant adjustments made in the financial statements arising out of audit findings;
    - compliance with listing and other legal requirements relating to financial statements;
    - disclosure of any related party transactions; and
    - qualifications/modified opinions in the draft audit report;
(vi). recommending such related party transactions to the IM Board or the unitholders, as may be required under the SEBI InvIT Regulations;
(vii). reviewing, with the management, all periodic financial statements, including but not limited to quarterly, half-yearly and annual financial statements of the Trust whether standalone or consolidated or in any other form before submission to the IM Board for approval;
(viii). reviewing, with the management, the statement of uses/application of funds raised through an issue of units by the Trust (public issue, rights issue, preferential issue, private placement etc.) and any issue of debt securities and the statement of funds utilised for purposes other than those stated in the offer documents/ notice, and making appropriate recommendations to the IM Board for follow-up action;
(ix). approval or any subsequent modifications of transactions of the Trust with related parties;
(x). scrutinising loans and investments of the Trust;
(xi). reviewing valuation reports required to be prepared under applicable law, periodically, and as required, under applicable law;
(xii). Evaluating internal financial controls and risk management systems of the Trust;
(xiii). reviewing, with the management, the performance of statutory auditors of the Trust, and adequacy of the internal control systems, as necessary;
(xiv). discussion with internal auditors of any significant findings relating to the Trust and follow up there on;
(xv). reviewing the adequacy of internal audit function if any of the Trust, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit;

(xvi). reviewing the findings of any internal investigations in relation to the Trust, into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the IM Board;

(xvii). reviewing the procedures put in place by the Investment Manager for managing any conflict that may arise between the interests of the unitholders, the parties to the Trust and the interests of the Investment Manager, including related party transactions, the indemnification of expenses or liabilities incurred by the Investment Manager, and the setting of fees or charges payable out of the Trust's assets;

(xviii). discussing with statutory auditors and valuers of the Trust prior to commencement of the audit or valuation, respectively, about the nature and scope, as well as post-audit/ valuation discussion to ascertain any area of concern;

(xix). reviewing and monitoring the independence and performance of the valuer of the Trust;

(xx). Monitoring the end use of funds raised pursuant to an offer of the Units of the Trust in accordance with the SEBI InvIT Regulations;

(xxi). to look into the reasons for substantial defaults in the payment to the depositors, debenture holders and creditors;

(xxii). giving recommendations to the IM Board regarding appointment, re-appointment and replacement, remuneration and terms of appointment of the Valuer of the Trust;

(xxiii). evaluating any defaults or delay in payment of distributions to the unitholders or dividends by the SPVs to the Trust and payments to any creditors of the Trust or the SPVs, and recommending remedial measures;

(xxiv). Reviewing management's discussion and analysis of financial condition and results of operations of the Trust;

(xxv). Reviewing the statement of significant related party transactions, submitted by the management;

(xxvi). Granting omnibus approval for related party transactions (which approvals shall be valid for a period not exceeding one year from the date of each such approval, and related party transactions undertaken after the expiry of such period shall require fresh approval of the Audit Committee);

(xxvii). Review, on a quarterly basis, of the details of related party transactions entered into by the Trust pursuant to the omnibus approval;

(xxviii). Reviewing the management letters/internal audit reports and letters of internal control weaknesses issued by the statutory auditors or internal auditors; and

(xxix). Reviewing the functioning of the whistle blower mechanism;

(xxx). Approval of appointment of chief financial officer/finance head after assessing the qualifications, experience and background, etc. of the candidate;

(xxxi). Reviewing the utilization of loans and/ or advances from/investment by the Trust in the SPVs exceeding ₹1,000 million or 10% of the asset size of the SPV, whichever is lower including existing loans / advances / investments;

(xxxii). Approving any management information systems or interim financial statements to be submitted by the Trust to any unitholder or regulatory or statutory authority;

(xxxiii). Approving any transaction involving a conflict of interest;

(xxxiv). The appointment, removal and terms of remuneration of the chief internal auditor shall be subject to review by the audit committee

(xxxv). Reviewing the statement of deviations:

a. quarterly statement of deviation(s) including report of monitoring agency, if applicable, submitted to stock exchange(s) in terms of Regulation 32(1) of the SEBI Listing Regulations; and

b. annual statement of funds utilized for purposes other than those stated in the offer document/prospectus/notice in terms of Regulation 32(7) of the SEBI Listing Regulations

(xxxvi). Formulating any policy for the Investment Manager as necessary, in relation to its functions, as specified above.

(xxxvii). Performing such other activities as may be delegated by the IM Board and/ or are statutorily prescribed under any law to be attended to by the Audit Committee.

3. **Nomination and Remuneration Committee**

The Board has constituted the Nomination and Remuneration Committee pursuant to a resolution dated March 31, 2023, for the purpose of assisting the Board with the appointment and removal, qualifications, performance evaluation, nomination and remuneration of directors on the Board of the Investment Manager. The terms and reference of the Nomination and Remuneration Committee has been extended to the Trust pursuant to a resolution dated August 17, 2023. The Nomination and Remuneration Committee consists of the following members:

a. Shailesh Vaidya;
b. Rajendra Hingwala; and
c. Riddhi Nimesh Bhimani.

Terms of reference of the Nomination and Remuneration Committee

Please see below the terms of reference of the Nomination and Remuneration Committee to be constituted by the Investment Manager:

(i). Formulation of the criteria for determining qualifications, positive attributes and independence of a director and recommend to the IM Board a policy relating to, the remuneration of the directors, key managerial personnel and other employees;

(ii). For every appointment of an independent director, the Nomination and Remuneration Committee shall evaluate the balance of skills, knowledge and experience on the IM Board and on the basis of such evaluation, prepare a description of the role and capabilities required of an independent director. The person recommended to the IM Board for appointment as an independent director shall have the capabilities identified in such description. For the purpose of identifying suitable candidates, the Committee may:

   a. use the services of an external agencies, if required;
   b. consider candidates from a wide range of backgrounds, having due regard to diversity; and
   c. consider the time commitments of the candidates.

(iii). Formulation of criteria for evaluation of performance of independent directors and the IM Board;

(iv). Devising a policy on diversity of IM Board;

(v). 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 IM Board their appointment and removal.

(vi). 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;

(vii). Recommend to the IM board, all remuneration, in whatever form, payable to senior management.

(viii). Performing such other activities as may be delegated by the IM Board and/ or are statutorily prescribed under any law to be attended to by the Nomination and Remuneration Committee.

4. **Stakeholder's Relationship Committee**

The Board has constituted the Stakeholder's Relationship Committee pursuant to a resolution dated March 31, 2023, for the purpose of assisting the Board with resolving the grievances of the security holders of the Investment Manager including, *inter alia*, complaints related to transfer/transmission of shares, non-receipt of annual report, non-receipt of declared dividends, issue of new/duplicate certificates and general meetings. The Stakeholders' Relationship Committee is in compliance with the InvIT Regulations and Regulation 20 of the SEBI Listing Regulations. The terms and reference of the Stakeholder's Relationship Committee has been extended to the Trust pursuant to a resolution dated August 17, 2023. The Stakeholders' Relationship Committee consists of the following members:

a. Shailesh Vaidya;
b. Dipti Neelakantan; and
c. Sridhar Vaidyanadhan.

Terms of reference of the Stakeholders' Relationship Committee

Please see below the terms of reference of the Stakeholders' Relationship Committee to be constituted by the Investment Manager:

(i). Resolving the grievances of the unitholders of the Trust including complaints related to transfer/transmission of units, non-receipt of annual report, non-receipt of declared distributions, issue of new/duplicate certificates, general meetings etc.

(ii). Review of measures taken for effective exercise of voting rights by unitholders.

(iii). Review of adherence to the service standards adopted by the Investment Manager in respect of various services being rendered by the Registrar & Share Transfer Agent.

(iv). Review of the various measures and initiatives taken by the Investment Manager for reducing the quantum of unclaimed distributions and ensuring timely receipt of distributions warrants/annual reports/statutory notices by the unitholders.

(v). Update unitholders on acquisition / sale of assets by the Trust and any change in the capital structure of the Holding Companies or the SPVs, as applicable.

(vi). Undertaking all functions in relation to protection of unitholders' interests and resolution of any conflicts of interest (other than in relation to investors grievances), including reviewing agreements or transactions in this regard

(vii). Review of any litigation related to unitholders' grievances and reporting specific material litigation related to unitholders' grievances to the IM Board; and

(viii). Performing such other activities as may be delegated by the IM Board and/ or are statutorily prescribed under any law to be attended to by the Stakeholders' Relationship Committee.

5. **Risk Management Committee**

The Board has constituted the Risk Management Committee pursuant to a resolution dated March 31, 2023, for the purpose of assisting the Board in fulfilling its fiduciary responsibilities towards the Investment Manager in the best interest of all unitholders of the Trust and the Warehouse SPV. The Risk Management Committee is in compliance with Section 177 and other applicable provisions of the Companies Act, 2013, the InvIT Regulations and Regulation 18 and 21 of the SEBI Listing Regulations. The Risk Management Committee consists of the following members:

a. Sridhar Vaidya;
b. Riddhi Nimesh Bhimani; and
c. Janisha Shah.

Terms of reference of the Risk Management Committee

Please see below the terms of reference of the Risk Management Committee to be constituted by the Investment Manager:

(i). To formulate a detailed risk management policy which shall include:

a. A framework for identification of internal and external risks specifically faced by the Trust, in particular including financial, operational, sectoral, sustainability (particularly, environmental, social and governance related risks), information, cyber security risks or any other risk as may be determined by the Committee.

b. Measures for risk mitigation including systems and processes for internal control of identified risks.

c. Business continuity plan.

(ii). To ensure that appropriate methodology, processes and systems are in place to monitor and evaluate risks associated with the business of the Trust;

(iii). To monitor and oversee implementation of the risk management policy, including evaluating the adequacy of risk management systems;

(iv). To periodically review the risk management policy, at least once in two years, including by considering the changing industry dynamics and evolving complexity;

(v). To keep the IM Board informed about the nature and content of its discussions, recommendations and actions to be taken;

(vi). The appointment, removal and terms of remuneration of the Chief Risk Officer (if any) shall be subject to review by the Risk Management Committee.

Policies of the IM Board in relation to the Trust

The Investment Manager has adopted the following policies, in relation to the Trust and all Trust Assets:

1. Distribution Policy

The Investment Manager has adopted the Distribution Policy pursuant to a resolution of the IM Board dated August 17, 2023, in relation to Trust. For details of the Distribution Policy, please see the section entitled "*Distribution*" on page 163.

2. Code of Conduct of the Trust (the "Code")

The Investment Manager has adopted the Code pursuant to a resolution of the IM Board dated August 17, 2023, in relation to the Trust. The Code shall be complied with at all times, in accordance with the InvIT Regulations.

The key principles of the Code are set out below:

(i). the Trust and the Parties to the Trust shall conduct all the affairs of the Trust in the interest of all the Unitholders;

(ii). the Trust and the Parties to the Trust shall make adequate, accurate, explicit and timely disclosure of relevant material information to all Unitholders and SEBI in accordance with the InvIT Regulations;

(iii). the Trust and the Parties to the Trust shall try to avoid conflicts of interest, as far as possible, in managing the affairs of the Trust and keep the interest of all Unitholders paramount in all matters. In case such events cannot be avoided, it shall be ensured that appropriate disclosures are made to the Unitholders and they are fairly treated;

(iv). the Trust and the Parties to the Trust shall ensure that fees charged by them with respect to activities of the Trust shall be fair and reasonable;

(v). the Investment Manager shall carry out the business of the Trust and invest in accordance with the Investment Objectives and take investment decisions solely in the interest of Unitholders;

(vi). the Trust, the Parties to the Trust and any third party appointed by the Investment Manager shall not use any unethical means to sell, market or induce any person to buy units of the Trust and where a third party appointed by the Investment Manager fails to comply with this condition, the Investment Manager shall be held liable for the same;

(vii). the Trust and the Parties to the Trust shall maintain high standards of integrity and fairness in all their dealings and in the conduct of their business;

(viii). the Trust and the Parties to the Trust shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment; and

(ix). the Trust and the Parties to the Trust shall not make any exaggerated statement, whether oral or written, either about their qualifications or capabilities or experience.

3. Borrowing Policy of the Trust (the "Borrowing Policy")

The Investment Manager is required to ensure that all funds borrowed in relation to the Trust are in compliance with the InvIT Regulations. Accordingly, the Investment Manager, has adopted the Borrowing Policy pursuant to the resolution of the board of the Investment Manager dated August 17, 2023. Under terms of the Borrowing Policy, the Investment Manager has resolved that:

(i) the Investment Manager shall ensure that the consolidated borrowings and deferred payments net of cash and cash equivalents shall not exceed 70% (or such percentage as may be specified in the SEBI InvIT Regulations) of the value of the InvIT Assets as defined in the SEBI InvIT Regulations.

(ii) The Trust may raise debt and make borrowings from time to time, including through issuance of debt securities and availing loans from banks, financial institutions and others in accordance with applicable law. The Trust may issue debt securities in the manner specified by the SEBI, and in accordance with applicable law.

(iii) It shall be ensured that if the value of funds borrowed from related parties in a financial year, exceeds 5% of the total consolidated borrowings of the Trust, approval from the unitholders shall be obtained prior to entering into any such subsequent transaction with any related party, in accordance with Regulation 22 of the SEBI InvIT Regulations.

(iv) The Trust shall be permitted to borrow monies through any means, by any instrument, in Indian or foreign currency, as permitted by applicable law, including as prescribed by the Reserve Bank of India. The Investment Manager and the Trustee (on behalf of the Trust) shall be permitted to borrow monies in relation to the Trust, subject to the approval of the IM Board or such other committee of the board of the Investment Manager as may be constituted in this regard.

(v) The Trust also has the power to create, mortgage or secure any of its assets or provide guarantees in order to borrow funds. However, the Investment Manager shall not be allowed to create any obligation which would allow the liabilities to extend beyond the assets held by the Trust.

(vi) Except with prior approval of the unitholders and obtaining any other approvals required under applicable law, any such obligation will not allow the Investment Manager to make the liabilities of the Trust or its unitholders unlimited.

(vii) In addition to the above, any borrowing by the SPVs, incorporated under the Companies Act, 1956 or the Companies Act, 2013, will be in accordance with the conditions prescribed therein.

(viii) Any variation of this Policy shall be only with the approval of the unitholders of the Trust and in accordance with the SEBI InvIT Regulations.

(ix) Notwithstanding the above, this Policy will stand amended to the extent of any change in applicable law, including any amendment in the SEBI InvIT Regulations, without any action from the Investment Manager or approval of the unitholders of the Trust.

(x) *Disclosure and Reporting*

(i) Any additional borrowing at the level of SPVs or the Trust, exceeding any threshold that may be prescribed by SEBI in relation to disclosure of additional borrowing, shall be disclosed to the Unitholders in accordance with the SEBI InvIT Regulations.
(ii) Details of changes during the year pertaining to borrowings or repayment of borrowings (standalone and consolidated) shall be disclosed as per the requirements prescribed under the SEBI InvIT Regulations.
(iii) Details of outstanding borrowings and deferred payments of InvIT including any credit rating(s), debt maturity profile, gearing ratios of the Trust on a consolidated and standalone basis shall be disclosed as per the requirements prescribed under the SEBI InvIT Regulations.

4. Policy for determining materiality of Information for Periodic Disclosures of the Trust (the "Disclosure of Information Policy")

The IM Board has adopted the Disclosure of Information Policy pursuant to its resolution dated August 17, 2023. The aim of the Disclosure of Information Policy is to outline the process and procedures for determining materiality of information in relation to periodic disclosures required to be made on the website of the Trust and to the Unitholders, in relation to the Trust. The purpose of the Disclosure of Information Policy is also to ensure that the Trust complies with applicable law, including the InvIT Regulations.

Material Event or Information: Any information concerning the Trust is considered material to the business and affairs of the Trust if: (i) it results in, or would reasonably be expected to result in a significant change in the value of Units; or (ii) if there is a substantial likelihood that a reasonable investor would consider it important in determining whether to buy, sell or hold, or engage in other transactions concerning the Units; or (iii) the investor would consider important in making an investment decision.

Deemed Material Information: The following events and information shall be deemed to be material information and against which Trust shall not be required to apply the criteria for determining materiality of information:

(a). acquisition or disposal of any projects, directly or through any holding company or special purpose vehicle, from a related party, value of which exceeds five per cent of value of the Trust assets;

(b). additional issue of Units by the Trust, including by way of a rights issue, preferential issue, institutional placement or bonus issue of units =;

(c). details of any credit rating obtained by the Trust and any change in such rating;

(d). any issue which requires approval of the Unitholders of the Trust;

(e). any legal proceedings which may have a significant bearing on the functioning of the Trust and initiation or material update of any litigation in relation to the Trust and any infrastructure asset of the Trust required to be disclosed under applicable law;

(f). notices and results of meetings of Unitholders;

(g). financials results for each quarter, half-year or financial year, as the case may be, within such time as may be prescribed by SEBI or under any applicable law; and

(h). any instance of non-compliance with the InvIT Regulations including any breach of limits specified under the InvIT Regulations.

(i). all related party transactions of the Trust shall be disclosed to the Unitholders periodically in accordance with the InvIT Regulations;

(j). with respect to any related party transaction, details of any fees or commissions received or to be received by such related party(ies) shall be adequately disclosed to the Unitholders;

(k). valuation reports received by the Investment Manager shall be submitted by the Investment Manager to the Unitholders within 15 days from the receipt of such valuation reports;

(l). the Investment Manager shall submit an annual report to all Unitholders electronically or by physical copies within three months from the end of the financial year;

(m). the Investment Manager shall submit a half-yearly report to the Unitholders within 45 days from the end of half year ending September 30;

(n). the Trust shall also provide disclosures or reports specific to sector or sub-sector in which the Trust has invested or proposes to invest in the manner specified by SEBI.

The Trust and Parties to the Trust shall make adequate, accurate, explicit and timely disclosure of relevant material information to the Trustee, the Unitholders and SEBI in accordance with the InvIT Regulations. The Investment Manager and/or the Trustee shall provide to SEBI such information as may be sought by SEBI pertaining to the activity of the Trust

Materiality of Information: The Trust shall consider following criteria for determination of materiality of events or information other than for the Deemed Material Information (in terms of the Disclosure of Information Policy):

(a). the omission of an event or information, which is likely to result in discontinuity or alteration of event or information already available publicly with the Unitholders; or
(b). the omission of an event or information is likely to result in significant market reaction if the said omission came to light at a later date;
(c). in case where the criteria specified in sub clause (a) and (b) above are not applicable, an event or information may be treated as being material if it has a bearing of five per cent. of value of the Trust assets; or
(d). if in the opinion of the authorized person (as described in the Disclosure of Information Policy), of the Investment Manager or the Trustee, the event or information is considered material.

Timeline for Disclosure of Information:

(a). The Investment Manager shall first disclose to the Trustee and the Unitholders all material events or information as soon as reasonably possible and within such time as may be prescribed by applicable law, under the InvIT Regulations including any prior intimation of a board or committee meeting in relation to any material events, as may be required under applicable law. In case the disclosure is made after such time as may be prescribed by applicable law under the applicable InvIT Regulations, the Investment Manager shall, along with such disclosures provide explanation for delay; and
(b). The Investment Manager shall, with respect to disclosures referred to in this policy make disclosures updating material developments on a regular basis, until such time the event is resolved or closed, with relevant explanations.

5. Policy on appointment of the auditor and valuer of the Trust (the "Appointment Policy")

The board of the Investment Manager has adopted the Appointment Policy pursuant to its resolution dated August 17, 2023. For details of the Appointment Policy, please see the section entitled "*Other Parties Involved in the Trust*" on page 105.

6. Policy on Unpublished Price Sensitive Information and Dealing in Units by Parties to the Trust ("UPSI Policy")

The board of the Investment Manager has adopted the UPSI Policy pursuant to its resolution dated August 17, 2023. The purpose of the policy is, *inter alia*, to ensure that the Trust complies with applicable law, including the InvIT Regulations or such other laws, regulations, rules or guidelines prohibiting insider trading and governing disclosure of material, unpublished price sensitive information ("**UPSI**").

The key principles of the UPSI Policy are set out below:

(i). The Investment Manager shall promptly make public disclosure of UPSI that would impact price discovery. Such disclosure would be made promptly when credible and concrete information comes into being in order to make such information generally available. The Stock Exchange(s) shall be promptly intimated about the disclosure of any UPSI.;

(ii). The Investment Manager shall follow uniform and universal dissemination of UPSI to avoid selective disclosure.;

(iii). The Compliance Officer shall deal with dissemination and disclosure of UPSI;

(iv). In the event of any UPSI getting disclosed selectively or inadvertently, the IM shall promptly disseminate the same to make it generally available through the Stock Exchange;

(v). The IM shall provide appropriate and fair response to the queries and news report and request for verification of market rumours received from regulatory authorities; and

(vi). The Investment Manager shall handle all UPSI on a "need to know" basis.

7. Nomination and Remuneration Policy ("NR Policy")

The board of the Investment Manager has adopted the NR Policy pursuant to its resolution dated August 17, 2023. The NR Policy aims to provide a framework for nomination and remuneration of members of the the IM Board, its key managerial personnel, and other employees of the Investment Manager. The key terms of the NR Policy are set out below:

(i). The NR Policy reflects the remuneration philosophy and principles of the the IM Board, key managerial personnel, Senior Management Personnel and other employees of the Investment Manager and the Trust, and consider the remuneration and employment conditions with peers / competitive market to ensure that pay structures are appropriately aligned.

(ii). The remuneration of the non-executive directors and the independent directors ("**NEDs**") of the Investment Manager will be paid by way of sitting fees for attending meetings of IM Board and/or committees of the Investment Manager. The remuneration / commission / compensation, if any, to the NEDs will be determined by the Nomination and Remuneration Committee ("**NRC**") and recommended to the IM Board for its approval.

(iii). The Investment Manager's total compensation for its key managerial personnel/ Senior Managerial Personnel will consist of:

a. fixed compensation;
b. variable compensation in the form of annual incentive;
c. work related facilities and perquisites; and
d. any other component as recommended by the NRC and approved by the Board.

(iv). The annual incentive (variable pay) of executives will be linked directly to the performance of the Trust.

8. Policy on Code of Conduct for the IM Board and Senior Management Personnel (the "CoC")

The the IM Board has adopted the CoC pursuant to its resolution dated August 17, 2023, for all members of the IM Board and senior management personnel of the Investment Manager. The senior management personnel of the Investment Manager shall include officers and personnel of the Investment Manager who are members of its core management team, excluding the IM Board, and shall also comprise all members of management, one level below the chief executive officer or managing director or whole time director or manager (including chief executive officer or manager, in case they are not part of the IM Board) and shall specifically include the compliance officer and chief financial officer, as applicable ("**Senior Management Personnel**").

The key terms of the CoC are set out below:

(i). The CoC enables the Investment Manager to publicly state to the external stakeholders of the Trust (suppliers, customers, consumers, Unitholders, etc.), the way in which they intend to carry out their business and their business in relation to the Trust.

(ii). In accordance with the CoC, the IM Board and Senior Management Personnel should:

a. demonstrate the highest standards of integrity, business ethics, and corporate governance;
b. perform their roles with competence, diligence, in good faith and in the best interests of the Trust and the Unitholders of the Trust;
c. provide expertise and experience in their areas of specialization and share learnings at the meetings of the IM Board with best interests of the Trust and its stakeholders along with the Unitholders in mind. They should point the Investment Manager's management in the 'right' direction based on their experience and judgement;
d. give careful and independent consideration to the affairs of the Investment Manager and the Trust and all documents placed before them to satisfy themselves with the soundness of key decisions taken by the management. They should call for additional information, where necessary, for making such judgements;

e. not engage in any business, relationship or any activity which detrimentally conflicts with the interest of the Trust or bring discredit to the Investment Manager or the Trust. Any situation that creates a conflict of interest between personal interests and the Trust or its Unitholders' interest must be avoided at all costs;
f. follow all the guidelines put forth in the policy for prevention of insider trading;
g. not disclose any confidential / privileged information of the Investment Manager or the Trust and should direct any media queries or approaches to the appropriate spokesperson within the Investment Manager; and
h. not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates.

(iii). The CoC also sets out the duties of the independent directors on the IM Board, including, amongst others, (a) undertaking appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Investment Manager and the Trust; (b) seeking appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Trust; and (c) striving to attend all meetings of the IM Board and of the committees of the IM Board, which the independent director(s) is a member of.

(iv). All members of the IM Board and Senior Management Personnel shall affirm compliance with the CoC on an annual basis.

9. Policy to Promote Diversity of the IM Board (the "Diversity Policy")

The board of the Investment Manager has adopted the Diversity Policy pursuant to a resolution of the IM Board dated August 17, 2023. The key terms of the Diversity Policy are set out below:

(i). The Nomination and Remuneration Committee shall ensure that the IM Board shall have an optimum combination of non-independent, independent and woman directors in accordance with requirements of the InvIT Regulations, SEBI Listing Regulations and other statutory, regulatory and contractual obligations of the Investment Manager and the Trust.

(ii). The Nomination and Remuneration Committee shall review the profile of the prospective candidates for appointment as a director on the IM Board taking in consideration knowledge, experience, financial literacy / expertise, global market awareness and other relevant factors as may be considered appropriate and the IM Board shall be so formulated with mix of members to maintain high level of ethical standards. The Nomination and Remuneration Committee shall also take into consideration the provisions of the InvIT Regulations, SEBI Listing Regulations and other statutory, regulatory and contractual obligations of the Investment Manager.

10. Risk Management Policy in relation to the Trust ("RM Policy")

The board of the Investment Manager has adopted the RM Policy pursuant to a resolution of the IM Board on August 17, 2023. The RM Policy aims to provide a framework for management of risks associated with the business of the Trust. The key terms of the RM Policy are set out below:

(i). *Principles of risk management:* The risk management committee shall provide reasonable assurance in protection of business value of the Trust from uncertainties and consequent losses.

(ii). *General:* Risk management process includes four activities:

a. Risk identification;
b. Risk assessment;
c. Risk mitigation; and
d. Monitoring and reviewing risks.

(iii). *Risk identification:* The purpose of risk identification is to identify internal and external risks specifically faced by the Trust, in particular including financial, operational, sectoral, sustainability (particularly, environment, social and governance related risks), information, cyber security risks or any other risk as may be determined by the Risk Management Committee and identify all other events that can have an adverse impact on the achievement of the business objectives.

(iv). *Risk assessment:* Assessment involves quantification of the impact of Risks to determine potential severity and probability of occurrence.

(v). *Risk mitigation:* All identified risks should be mitigated using any of the following risk mitigation plans:

a. Risk avoidance: by not performing an activity that could carry any risk. Avoidance may seem the answer to all risks but avoiding risks also means losing out on the potential gain that accepting (retaining) the risk may have allowed;
b. Risk transfer: mitigation by having another party to accept the risk, either partial or total, typically by contract or by hedging / insurance;
c. Risk reduction: Employing methods/solutions that reduce the severity of the loss; and
d. Risk retention: Accepting the loss when it occurs. Risk retention is a viable strategy for small risks where the cost of insuring against the risk would be greater than the total losses sustained. All Risks that are not avoided or transferred are retained by default.

(vi). *Monitoring and reviewing risks:* The risk management committee shall formulate the policies for effective identification, monitoring, mitigation of the risks. The Risk Management Committee shall take cognizance of risks which may impact business continuity while framing risk responses. Existing process of risk assessment of identified risks and its mitigation plan will be appraised by the Risk Management Committee to the Board on an annual basis

11. Vigil Mechanism and Whistle Blower Policy ("Whistleblower Policy")

The board of the Investment Manager has adopted the Whistleblower Policy pursuant to its resolution dated August 17, 2023. The key terms of the Whistleblower Policy are set out below:

(i). Protected Disclosure (as defined in the UPSI Policy) should be in writing so as to ensure a clear understanding of the issues raised and should be either typed or written in legible writing in English, Hindi or a regional language. The protective disclosure or reporting can also be made by electronic mail.

(ii). Protected Disclosure should be forwarded with a cover letter which shall bear the identity of the Whistleblower.

(iii). Protected Disclosure should be factual and not speculative and should contain as much specific information as possible in order to allow proper investigation.

(iv). The Whistleblower (as defined in the UPSI Policy) is not required or expected to conduct any investigation and shall not have the right to participate in any investigation conducted by the Compliance Officer in relation to Protected Disclosure made by such Whistleblower.

(v). The Compliance Officer, on finding the Protected Disclosure to be proper, shall forward the details of the Protected Disclosure to the Audit Committee. The Compliance Officer, on finding the Protected Disclosure to be improper, shall reject the complaint, with a report in this regard to the Audit Committee.

(vi). A report shall be submitted to the Audit Committee on quarterly basis about the Protected Disclosures received by it including their outcome and status, if any.

(vii). The Investment Manager shall ensure that no Whistleblower who has made any Protected Disclosure is subjected to victimization by initiation of any proceedings or otherwise merely on the grounds that such Whistleblower had made any Protected Disclosure or rendered assistance in any inquiry.

(viii). If any Whistleblower is being victimized or likely to be victimized on the ground of making any Protected Disclosure, filing a complaint or rendering assistance in any inquiry pursuant to the Protected Disclosure made by such Whistleblower, such Whistleblower may file an application to the chairman, managing director or the chairman of the Audit Committee of the Investment Manager, seeking redress in the matter and such authority shall take such action as it deems fit and may give suitable directions to protect the Whistleblower being victimized and avoid any further victimization.

(ix). Every effort will be made to protect Whistleblowers' identity and under no circumstances shall such identity be discussed with any unauthorized person. Utmost care should be taken by the Compliance Officer that the Protected Disclosure made by any Whistleblower is kept confidential and identity of the Whistleblower is not revealed. In case any such information is disclosed, necessary action shall be taken against the concerned employee making such disclosure.

Representatives on the Board of Directors of the Warehouse SPV

The Investment Manager, in consultation with the Trustee, shall appoint majority of the board of directors of Warehouse SPV, in accordance with the requirements prescribed under the InvIT Regulations.

INDUSTRY OVERVIEW

The information in this section is derived from various publicly available sources, government publications and other industry sources, including the CBRE Report. The information in this section has not been independently verified by us, the Lead Managers, the Sponsor or our or their legal, financial or other advisors, and no representation is made as to the accuracy of this information. Industry sources and publications generally state that the information contained therein has been obtained from sources generally believed to be reliable, but their accuracy, completeness and underlying assumptions are not guaranteed and their reliability cannot be assured, and accordingly, investment decisions should not be based on such information. Industry publications are also prepared based on information as of specific dates and may no longer be current or reflect current trends.

For further details, see "Risk Factors – This Draft Placement Memorandum contains information from the CBRE Report which we have commissioned. The accuracy of statistical and other information with respect to the warehousing and logistics industry stated in the CBRE Report are based on certain bases, estimates and assumptions that are subjective in nature, cannot be guaranteed" on page 58 of this Draft Placement Memorandum.

Industry sources and publications may also base their information on estimates, projections, forecasts and assumptions that may prove to be incorrect. Accordingly, investors must rely on their independent examination of, and should not place undue reliance on, or base their investment decision solely on this information. The recipient should not construe any of the contents in this section as advice relating to business, financial, legal, taxation or investment matters and are advised to consult their own business, financial, legal, taxation, and other advisors concerning the Issue and the Units.

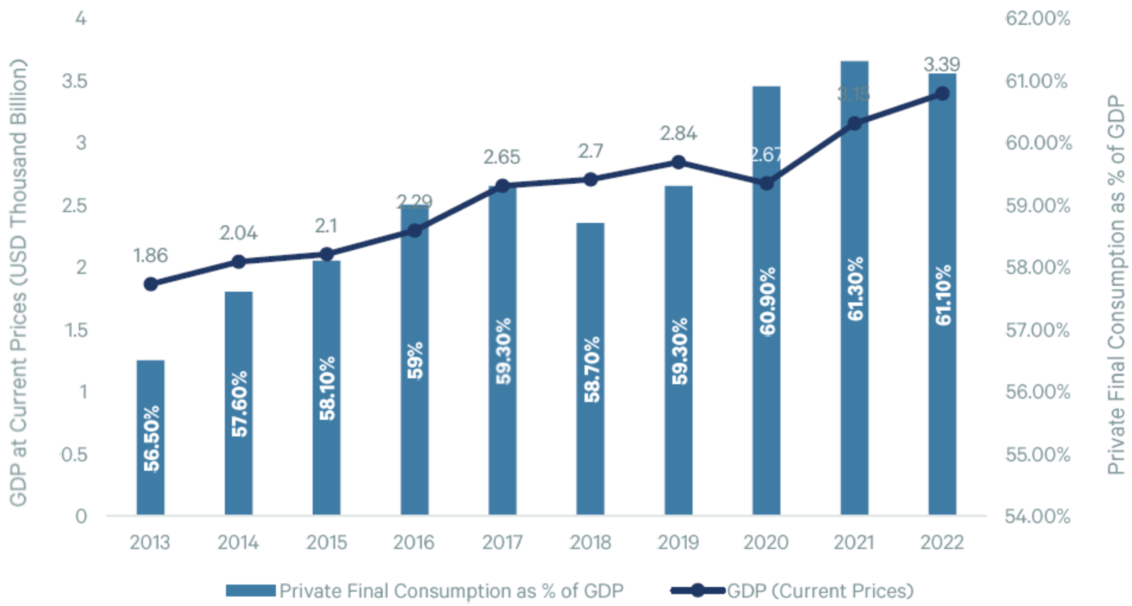
References to "we", "us" and "our" are to the Trust and its subsidiary, the Warehouse SPV, on a consolidated basis.

The Indian Economy

India is the third largest economy when its GDP is compared in terms of PPP in 2022, according to the World Bank. India's total GDP size was U.S.$3.39 trillion in 2022, according to the World Bank and it recently overtook United Kingdom to become the 5th largest economy in the world. In its most recent, India Development Update report, the World Bank has stated that overall growth for India remains robust with real GDP growing 7.7 percent year-on-year during Q1-Q3 fiscal year 2022/23 (April-March, FY22/23). The report also stated that the headline inflation averaged around 6.6 percent in FY22/23 for India. Further the report stated that the real GDP growth is expected to moderate from 6.9 percent in FY22/23 to 6.3 percent in FY23/24, because of continued global growth spillovers, the lagged impact of the monetary policy tightening and slower consumption growth. However, India is expected to remain one of the fastest growing large economies of the world.

India has a strong consumption market that protects the economy from global market fluctuations and sustains its growth. India's share of consumption as percentage of GDP was over 61% (as of 2022) and has been growing at a 6.9% CAGR between 2013-2022.

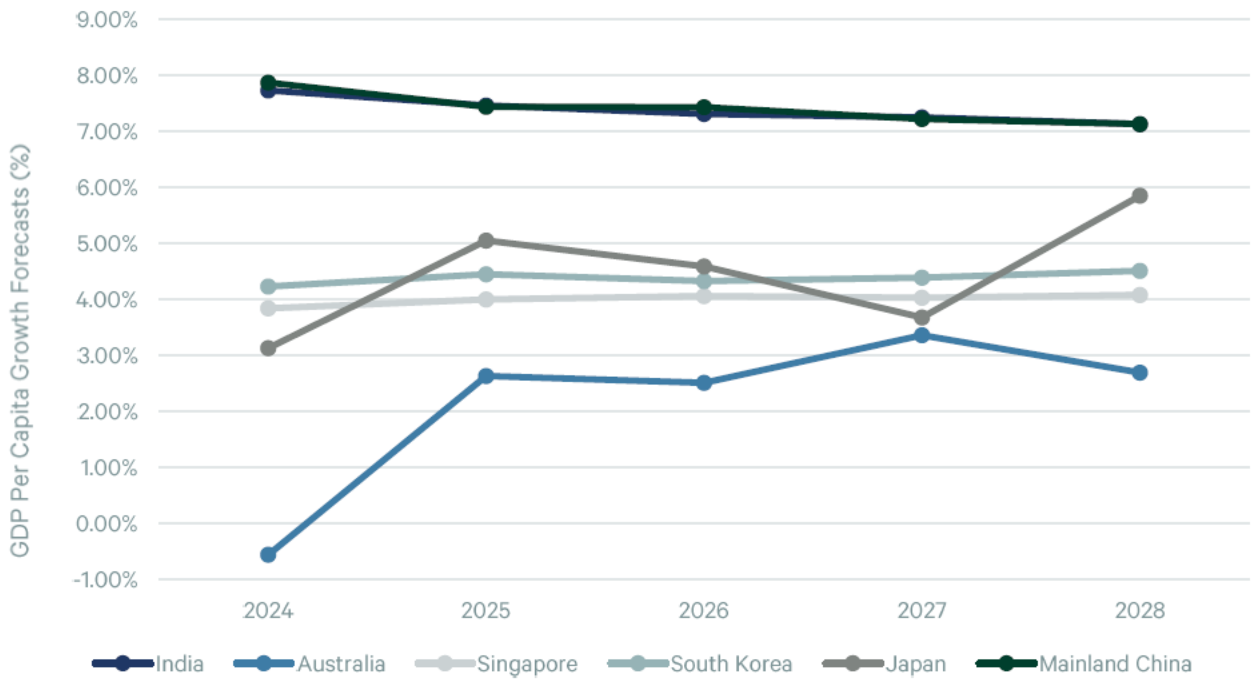
Figure 1: Indian GDP at current prices and private final consumption as % of GDP (2013-2022)



*(Source: CBRE report)_*

India's GDP per capita growth forecasts are also expected to remain the highest amongst its Asia-Pacific peers.

Figure 2: GDP per capita growth forecasts – Asia Pacific economies



(Source: CBRE report)

The Indian government has taken significant steps in both social and physical infrastructure to facilitate India's growth. There have been ambitious programmes and structural changes that led India to uplift over 415 mn people over the poverty line between 2005-2021. Some of the key programmes include Jan-Dhan yojna, Mahatma Gandhi National Rural Employment Guarantee scheme and National Rural Livelihood Mission. India has also taken several steps to improve ease of business and has jumped several notches in the last few years from being ranked 142 in 2014 to 63 in 2022.

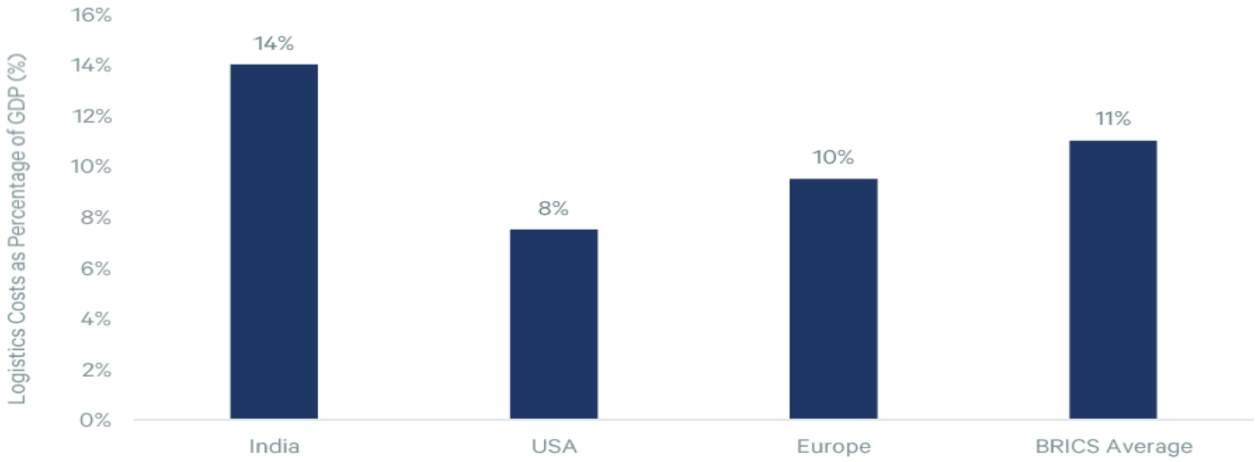
Some of the key factors poised to the influence the Indian economy positively are as follows:

f) Easing inflationary pressures
g) Strengthening of manufacturing sector
h) Sustained interest in the logistics and supply chain sector
i) Global supply chain re-alignment
j) Sustained policy push

India – Warehousing and Logistics Sector

Logistics costs in India are considerably high (in the range of 14-18% of GDP) in comparison to single-digit levels in developed countries. Transportation costs take up the majority share at approximately 8.5% followed by inventory and administrative costs at 5% and 0.5% respectively.

Figure 3: Logistics costs as % of GDP



(Source: CBRE report)

Government of India has formulated a vision 'To develop an integrated cost-effective, reliable, sustainable and digitally-enabled logistics ecosystem in the country for accelerated and inclusive economic growth' and targets to reduce logistics costs to less than 10% of the GDP. Towards this, the GOI has taken several initiatives to provide impetus to the sector including:

k) **Infrastructure status:** The GOI has granted 'infrastructure status' to the logistics sector that would allow developers to finance projects at reduced interest rates and also tap international funding in a more efficient manner.

l) **Creation of Logistics division:** The Logistics Division was created on July 7, 2017, with the task of "Integrated development of Logistics sector" under the Department of Commerce, Ministry of Commerce and Industry.

m) **PM Gati Shakti:** The policy aims to serve as a digital platform to bring together 16 ministries for integrated planning and coordinated implementation of infrastructure connectivity projects across the country. The said infrastructure initiatives aim to provide integrated multi-modal connectivity for movement of people, goods and services while simultaneously providing last mile connectivity of infrastructure and reducing travel time.

n) **Secured Logistics Document Exchange (SLDE):** The SLDE plans to replace the present manual process of generation, exchange and compliance of logistics documents with a digitized, secure and seamless document exchange system through Aadhar and block-chain technology.

o) **Freight Smart Cities:** The Freight Smart Cities envision to improve urban freight efficiencies by identifying 10 cities in phase 1. The project is likely to expand the list to 75 cities, pan India. Thus, state governments shall focus on initiatives such as developing peri-urban freight centers, night-time deliveries, mapping truck routes, using intelligent transport systems and modern technologies, promoting electrification of urban freight, development of parcel delivery terminals etc:

p) **Bharatmala Pariyojana:** The Bharatmala Pariyojana is a centrally sponsored and funded road and highway development project of the Ministry of Road Transport and Highways, Government of India. The project envisages development of about 26,000 km length of 'Economic Corridors' which alongside the Golden Quadilateral and North-South and East-West Corridors are expected to carry majority of the freight traffic. Further about 8,000 kms of inter-corridor and about 7,500 kms of feeder routes have been identified for improving effectiveness of the Economic Corridors, and NS-EW Corridors.

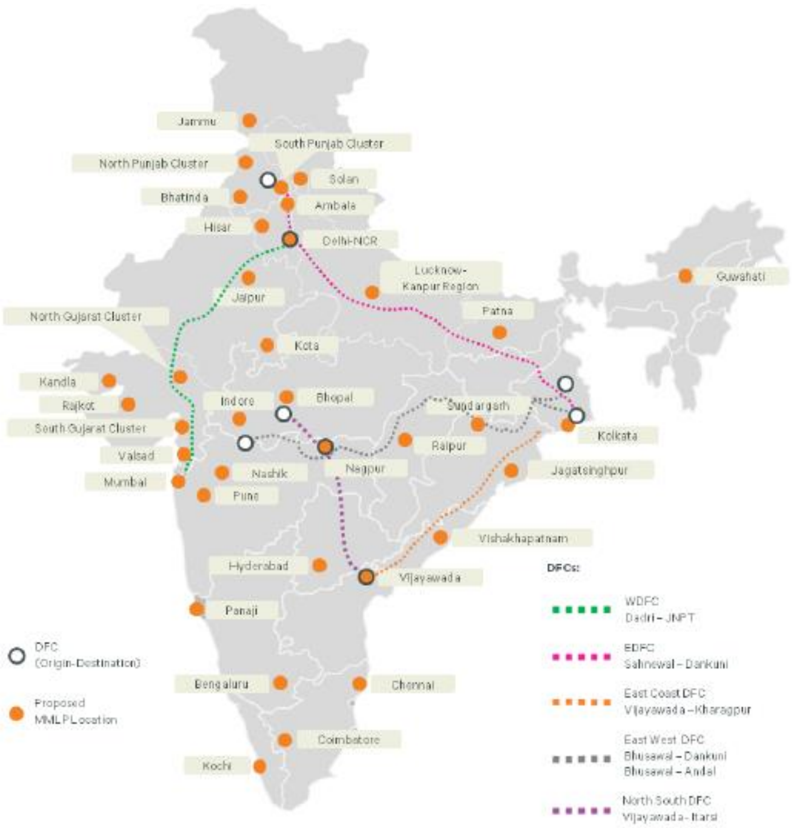
q) **Development of Multi-modal Logistics Parks in India;** As part of the Bharatmala Pariyojana, the Cabinet Committee on Economic Affairs (CCEA) mandated Ministry of Road Transport and Highways to develop 35 multi-modal logistics parks (MMLP) across the country. The 35 MMLPs are being implemented by the MoRTH under a public-private partnership model on design, build, finance, operate and transfer (DBFOT) mode.

r) **Dedicated Freight Corridor Project:** The Dedicated Freight Corridor (DFC) project is an initiative under the Ministry of Railways, Government of India for the planning, development and mobilization of financial resources and construction, maintenance and operation of six DFCs across India. The project aims to provide a safe and efficient cargo movement through an interconnected freight transport system.

s) **National Infrastructure Pipeline:** The National Infrastructure Pipeline (NIP) for FY 2019-25 is a whole-of-government exercise aiming to improve project preparation and attract investments, thereby providing world class infrastructure. Transportation and logistics are two of the key opportunity sectors identified as part of the NIP. A total of 155 development opportunities worth US$ 48.03 billion have been identified towards exclusive development of the logistics sector, in addition to the numerous transportation sector opportunities.

t) **Warehouse specifications:** As per Gati Shakti National Master Plan for Multi-modal Connectivity, the Logistics Division, consulted various organizations, reviewed the existing standards pertaining to warehousing and related physical assets of the logistics ecosystem and introduced the e-Handbook on Warehousing Standards in 2022. The e-Handbook includes the existing standards that are issued by agencies such as the Bureau of Indian Standards (BIS) and the Warehousing Development and Regulatory Authority (WDRA) along with further suggestions in use by the industry and international benchmarks. The e-Handbook intends to help developers and logistics service providers gain a quick overview of minimum quality of warehousing that should be expected.

Figure 4: Majority corridors and proposed MMLP locations



(Source: CBRE report)

Demand drivers for Indian logistics and warehousing sector

The logistics and warehousing sector in India is at a point of inflection and multiple demand drivers that are facilitating its growth including:

f) **GST & Emergence of Omnichannel Retail:** The introduction of GST led to a synchronized tax structure, common rules, and procedures across India. It has had a profound impact on Indian companies who started planning respective supply chains to bring in efficiencies in their supply chain rather than focusing on tax savings. The implementation of GST has acted as a catalyst for aggregating storage locations and transportation systems to bring in advantages of economies of scale, less deviation in forecasting, low inventory holding costs, better clarity and control over the supply chain. As a result, small to mid-scale Grade B and Grade C warehouses close to urban peripheral zones of leading cities are being replaced by modern Grade A warehouses with larger floor plates.

g) **Growth of E-commerce:** With the boom in E-commerce industry and changes in consumer behaviour, the logistics sector too has benefitted. E-commerce growth has been one of the key factors influencing the increase in demand for Grade A warehouses. E-commerce industry has in fact accounted for approximately 12% of the total warehousing absorption across India's top eight cities. After China and the US, India had the 3rd largest online consumer base of 110 million in 2020. India's online retail industry is expected to grow at a CAGR of 22.45% and become a US$ 350 billion market by 2030. Some of the key enablers supporting India's E-commerce growth and therefore consequently the logistics and warehousing sector include:

- **Increasing urban population:** India's total urban population has seen an increase of nearly 34% in 2020. Increasing consumer outreach into Tier II and III cities has led to subsequent increase in online retailing.

- **Growth of internet users:** As of July 2021, the number of internet connections in India significantly increased to 784.59 million driven by sharp decline in data costs (~96% from 2014) and the 'Digital India' program. The demand for E-commerce is thus expected to grow in tandem with increasing internet usage and digital penetration

- **Growth of Mobile users:** As of 2021, India had a total 1.2 billion mobile subscribers of whom almost 63% were smart phone users. Moreover, an increasing number of purchases are being made through personal mobile devices, phones and tablets with greater smartphone mobilization.

- **Increasing digital socialization (social networking services or SNS):** Social networks are the worldwide environment for establishing E-commerce by offering advantages such as coverage to wider user bases as well as specific outreach to target audiences. India is estimated to have 228 million social commerce shoppers by 2022, shopping through apps such as WhatsApp, Facebook, YouTube and Instagram.

- **Rise of digital payments:** Additionally digital payments have been a key enabler for the E-commerce boom. Digital payment space in India has seen tremendous growth over the past few years with the volumes of digital transactions increasing at a CAGR of 23%.

h) **3PL and Operational efficiencies:** 3PL service providers facilitate supply chain management for businesses by consolidating various logistics activities into a single management contract. The expertise, standard operating procedures and technology driven solutions of the 3PL service provider can assist in integrating various business processes to make supply chains agile and responsive to growing customer demands and to leverage the same in an ultra-competitive global business environment. 3PL demand driven by FMCG, manufacturing, retail and E-commerce is pegged to grow at a CAGR of 8-9% during 2023-2027. Further, 'less than truckload' (LTL) logistics and 'courier, express and parcel' (CEP) firms in India have seen growing demand which in turn has spurred leasing demand for Grade A warehouses.

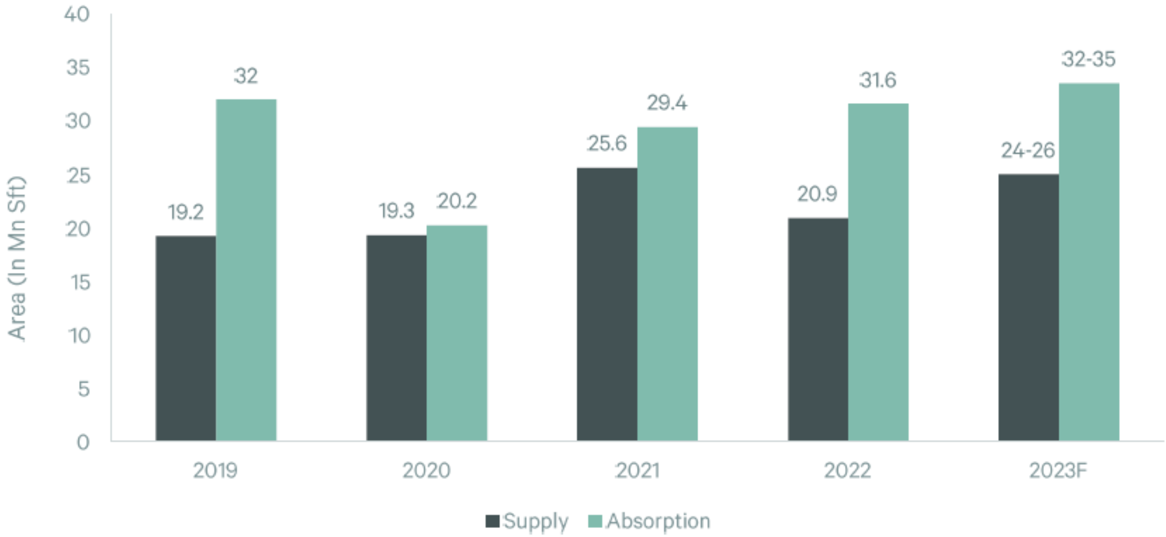
i) **Automation of internal warehousing operations:** Warehouses are now increasingly adopting disruptive technologies such as drones, optical sensors, auto-sorting machines and robotics devices. This has in turn created demand for taller structures since users often install mezzanine levels and tall racking systems that require more space above the floor. The floor quality is equally important with floor flatness and clear height area being important enablers for warehouse automation and use of robotics, guided vehicles and conveyors. Demand for Grade A warehousing facilities that are designed to meet these requirements of additional heights and floor quality is consequently increasing.

j) **Investments from institutional capital funds:** Traditionally, warehousing infrastructure in India was lacking due to limited availability of funds and financing options. With the grant of 'infrastructure status', India's logistics sector has become a haven for developers especially after the Covid 19 pandemic. Increased investments in logistics space is also driving demand for developing Grade A warehouses. For instance, investments in the logistics space reached historic levels of US$ 1.3 billion in 2021 with investments in both greenfield development and brownfield acquisitions.

Overview of Industrial & Logistics sector in 2022

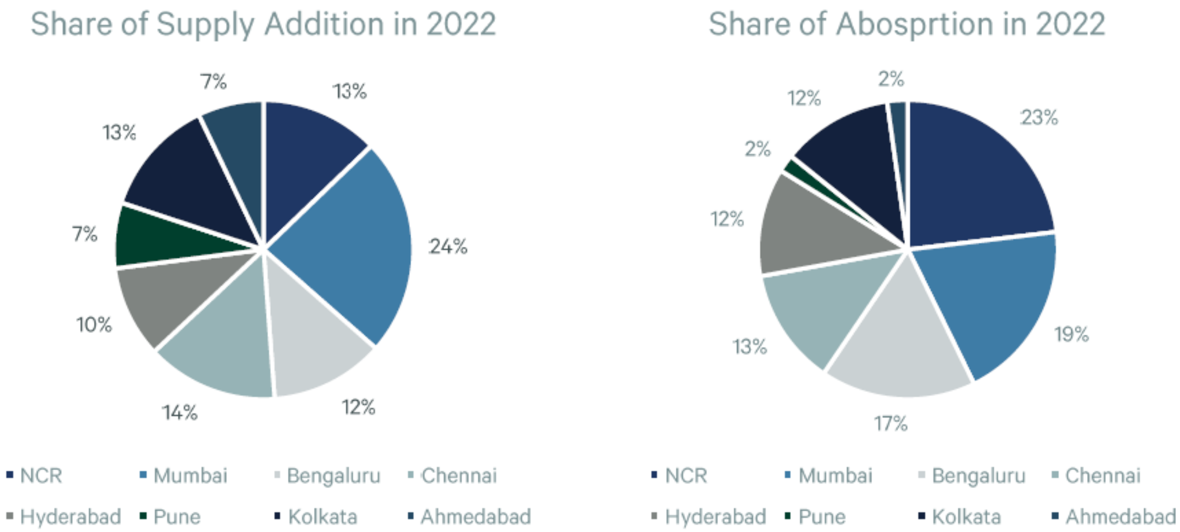
Logistics leasing activity grew by approximately 8% y-o-y to touch 31.6 million sq ft during 2022, almost matching the pre-Covid peak of 32 million sq ft during 2019 in top 8 key warehouse markets of Delhi-NCR, Bengaluru, Chennai, Kolkata, Ahmedabad, Pune, Hyderabad and Mumbai. Delhi-NCR, Mumbai and Bengaluru accounted for almost 60% of the leasing activity during 2022. The following graph depicts the supply-demand trends across these top 8 key warehousing markets.

Figure 5: Warehousing supply and demand trends (2019-2023F)



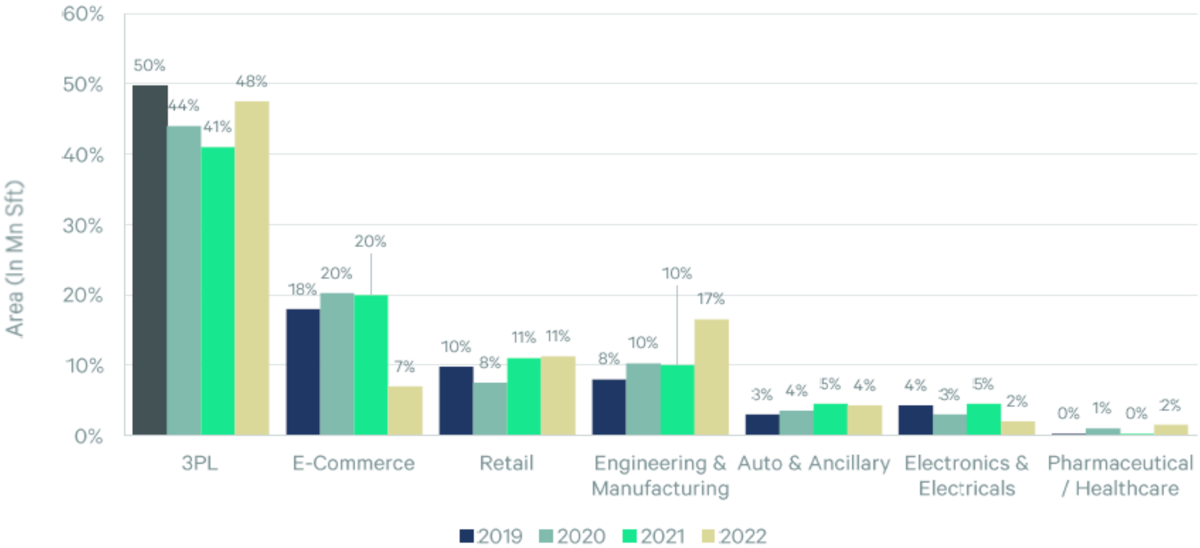
(Source: CBRE report)

Figure 6: Share of supply and absorption in top 8 cities in India 2022



(Source: CBRE report)

Figure 7: Share of key sector leasing activity (2019-2022)



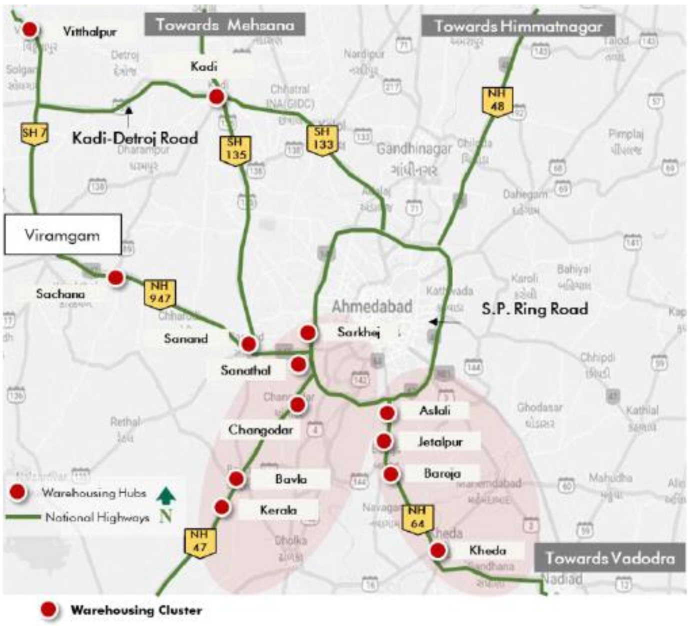
(Source: CBRE report)

Key warehousing market outlook

Ahmedabad

Ahmedabad is the largest city in the state of Gujarat and is the 5th most populous city in India. Ahmedabad has long been famous for its textile factories, chemicals, pharmaceuticals, textiles / garments, automobiles and other technology driven industries. Sanand SIR and Chongodar SIR are identified as the two special investment regions of the state. Further, Kalol, Dahegam, Mahemadabad, Sanand and Bajera are the five designated growth centers that the Ahmedabad Urban Development Authority (AUDA) has identified. Additionally, the Ahmedabad-Dholera SIR is one of the eight investment regions proposed in Phase 1 of the Delhi-Mumbai Industrial Corridor (DMIC) project. These growth centers coupled with the development of the GIFT City are key drivers for economic growth of the state as well as boosting the logistics ecosystem and demand for storage facilities in the area.

Figure 8: Warehousing clusters in Ahmedabad



Source: CBRE Research; Warehousing Clusters: Kerala | Bavla | Changodar | Sanathal | Sarkhej | Aslali | Jetalpur | Bareja | Kheda | Sachana | Sanand | Kadi | Vittalpur

Western neighbourhoods of Sanand and Becharji are newer warehousing clusters, while the southern neighbourhoods of Aslali, Kheda and Changodar from the larger and more established warehousing clusters along the golden quadrilateral that provides excellent access to Mumbai.

End-user demand in this market is primarily driven by demand from the manufacturing sector and the 3PL industry in 2022, with most of the warehousing absorption happening in the Aslali Kheda belt, one of the oldest warehouse clusters on the Mumbai-Ahmedabad highway. The Changodar belt warehouse demand is driven by the manufacturing sector along with the Rajkot Ahmedabad highway followed by the 3PL and retail sectors. The Sanand and Becharji belts are heavily focused on the automotive sector.

As Ahmedabad's economy grows the demand for warehousing space is also expected to grow. Additionally, Ahmedabad's strategic location and well-developed infrastructure makes it an attractive destination for logistics companies. Much of the Grade A development in the Ahmedabad region is located in the Changodar cluster. Over the past 5-6 years, the cluster has witnessed an increase in warehousing supply by local as well as institutional developers. Grade A developments in the city enjoy healthy absorption levels, indicative of strong demand for better quality warehousing developments in the market. Higher absorption levels have also been witnessed across key developments such as Indospace, Indraprasth Prime Logistics Park, Sumar Logistics Park, Prime Logistics Park, Ashwika Warehousing and Romonovia Industrial Park.

The warehouse industry in Ahmedabad has witnessed absorption of 0.1 million sq ft in H2 2022 that is lower than the average annual absorption witnessed in the city in the preceding 3-4 years. The 3PL, automotive/automotive related sectors took up most storage space in H2 2022.

Figure 9: Key sectors driving absorption in H2 2022

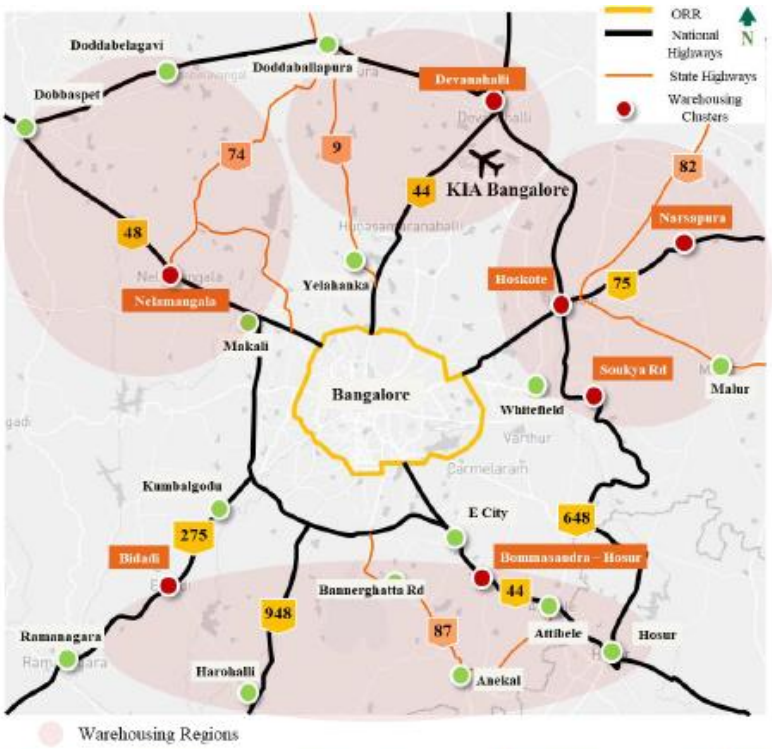
Sector	% Share	Yearly Trend
3PL	40%	▲
Auto and Ancillary	40%	▲
FMCG	20%	▲

Source: CBRE Research

Bengaluru

Bengaluru is the 3rd most populous city in India and is the capital city of the state of Karnataka. The Bengaluru Metropolitan Region (BMR) constitutes three districts namely Bengaluru urban, Bengaluru rural and Ramanagara. Bengaluru city functions under multiple development authorities such as the Bengaluru Development Authority (BDA), the Bruhat Bengaluru Mahanagara Palike (BBMP), the Bengaluru International Airport Area Planning Authority (BIAPPA) and the Bengaluru Mysore Infrastructure Corridor Area Planning Authority (BMICAPA). Bengaluru is well known for its thriving tech industry and has emerged as a center for innovation and technology.

Figure 10: Warehousing clusters in Bengaluru



Source: CBRE Research; Warehousing Cluster: Bidadi | Bommasandra - Hosur | Soukya Road | Hoskote | Narsapura | Nelamangala | Devanahalli

The warehousing business in the Bengaluru metropolitan area is highly concentrated in 4 main nodes viz. are the NH-48 belt in the western direction (towards Mumbai and Pune), the NH-44 and NH-275 belts in the southern direction (towards Chennai and Mysuru), the NH-75 and NH-648 belts in the eastern direction (towards Kolkata) and the NH-44 belt in the northern direction (towards Delhi)

The western corridor consists of Nelamangala and Dobbaspet as well as the NH-48 that connects the city of Bengaluru to the cities of Pune and Mumbai. A majority of the city's new warehouses can be found in this area. The southern corridor is made of smaller markets like Bommasandra-Hosur and Bidadi and has access to NH-44 and NH-275 that connects the city to Chennai and Mysore respectively. The eastern cluster consists of several smaller markets including Hoskote, Narsapura and Soukya roadas well as route 35 (Hoskote-Sidlaghatta) and route 82 (Bengaluru-Tirupati) where the majority of the distribution centers of the city are located. The northern cluster include the Devanahalli micro-market and most the city's newer distribution centers along the NH-44 (Bellary road), NH-648 (Sulibele-Devanahalli) and SH-9 (Doddaballapura road).

Grade A developments are primarily concentrated in the markets of Bommasandra-Hosur and Bidadi forming part of the southern belt catering primarily to E-commerce, 3PL and modern retail sectors. Key occupiers in the Bengaluru city warehousing markets include Amazon, Flipkart, Udaan, Delhivery, TVS Supply Chain, DHL Gati KWE, DB Schenker and Decathlon. Major institutional players include Indospace, All Cargo Logistics, RKV Developers, Avigna Industrial

Warehousing Parks, Embassy Industrial Parks, Logos, NDR Warehousing, Gokaldas Warehousing and Anjaneya Developers.

Bengaluru has witnessed an absorption of 2.9 million sq ft in H2 2022 that was better than the average annual absorption witnessed in the city in the preceding 3-4 years. 3PL and retail sectors occupied 71% of all new warehousing space in H2 2022.

Figure 11: Key sectors driving absorption in H2 2022

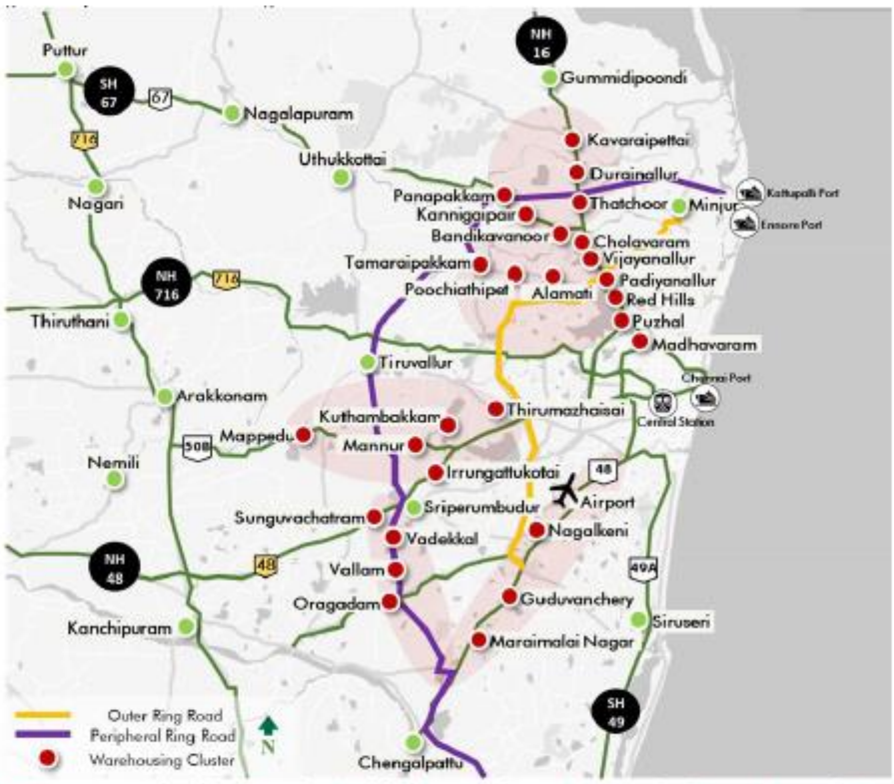
Sector	% Share	Yearly Trend
3PL	55%	▼
Retail	16%	▼
Engineering & Manufacturing	8%	▲

Source: CBRE Research

Chennai

Chennai is the capital city of the state of Tamil Nadu and is the 6th largest city in India. Chennai is also known as the 'Detroit of India' and major automakers like Nissan, Hyundai, Ashok Leyland, TVS and Royal Enfield are headquartered there. Chemicals and petrochemicals, agriculture and food processing, information technology and related services, pharmaceuticals and biotechnology and the textile and apparel industries also play an important role in the regional economy.

Figure 12: Warehousing clusters in Chennai



Source: CBRE Research; Vallam | Oragadam | Vadekkal | Sunguvachatram | Irrungattukotai | Mannur | Mappedu | Kuthambakkam | Thirumazhaisai | Madhavaram | Puzhal | Red Hills | Padiyanallur | Vijayanallur | Cholavaram | Alamati | Poochiathipet | Tamaraipakkam | Bandikavanoor | Kannigaipair | Panapakkam | Thatchoor | Durainallur | Kavaraipettai

Three distinct areas of the city serve as the epicentre for its warehousing industry namely the Sriperumbudur cluster (south-west and western region), Peripalayam cluster (northern region) and the Maraimalai cluster (southern region). The Sriperumbudur cluster serves the important automotive industry concentrated in this area, the Peripalayam cluster has increasingly seen warehousing demand from the likes of E-commerce, 3PL and FMCG companies and the Maraimalar cluster serving as an connector between the neighbourhoods of Chengalpattu, Sengundram Industrial Area and absorbing overflow from the other clusters.

The Sriperumbudur cluster is the primary location of Chennai's Grade A warehouses with developers such as Indospace, ESR Logistics Park and Logos Industrial and Logistics Park playing an important role in the supply of these warehouses.

Chennai city has witnessed an absorption of 2.4 million sq ft in H2 2022 which is better than the average annual absorption in the city in the preceding 3-4 years. In the H2 2022, the engineering and manufacturing sector along with the 3PL sector accounted for 79% of the total storage space.

Figure 13: Key sectors driving absorption in H2 2022

Sector	% Share	Yearly Trend
3PL	55%	▲
Engineering & Manufacturing	24%	▼
Electronics & Electricals	5%	▲

Source: CBRE Research

Hyderabad

Hyderabad is the capital city of the state of Telangana and is a thriving centre for manufacturing and services industry including cement, fertilizers, pharmaceuticals, IT and ITES industries. The Hyderabad warehousing market is well connected with other major cities such as Nagpur, Mumbai, Chennai and Bengaluru along with other surrounding regions via NH-65,NH-44 and the Indian rail network. Hyderabad also has international air connectivity through the Rajiv Gandhi International Airport.

Figure 14: Warehousing clusters in Hyderabad

A – Outer Ring Road, B – Inner Ring Road

Source: CBRE Research; Warehousing Cluster - Kothur | Mankhal | Shamshabad | Auto Nagar | Uppal | Bala Nagar | Patancheru | Devaryamjal | Medchal

Warehousing activity in Hyderabad is primarily spread across four major micro markets namely the southern corridor (near the airport), northern and western corridor (towards Nagpur and Mumbai) and eastern corridor (near LB Nagar, Uppal and towards Vijayawada).

The northern corridor along the Nagpur highway is an established warehousing micro-market and has gained prominence primarily due to available facilities and infrastructure. Some of the key tenants in the region include Amazon, Flipkart, Delhivery Express and DHL. The northern region contributes maximum share of warehousing supply in the city.

The Shamshabad/ Kothur in the southern corridor is an emerging micro-market owing to large available tracts of developable land parcels. Further the proximity to the airport and industrial manufacturing hubs with robust road connectivity together with investment-grade developments have led to the growth of the warehousing industry in this region.

Patancheru region is part of the western corridor and is characterized by small-scale developments. Developments here predominantly consists of Grade B and Grade C warehouses which are in proximity to the TSIIC Industrial layouts. The Autonagar/ Uppal warehousing market is part of the eastern corridor which is close to the city's CBD comprises of a mix of organized / Grade B facilities along with fragmented developments in the form of old industrial units.

Grade A developments are primarily concentrated in the northern corridor and southern corridor catering primarily to E-commerce and 3PL players. However, there are limited institutional developers in Hyderabad barring some players such as Embassy Logistics Park, Allcargo and ESR Industrial Park. It is however expected that the major industries such as 3PL, E-commerce FMCG, consumer durables, retail and apparel would drive the demand for Grade A warehousing in the city.

Hyderabad has witnessed an absorption of 2.2 million sq ft in H2 2022 which is in line with the average annual absorption of the city in the preceding 3-4 years. In the H2 2022, 72% of the new warehousing space was utilized by the engineering and manufacturing, electronic and electrical and 3PL industries.

Figure 15: Key sectors driving absorption in H2 2022

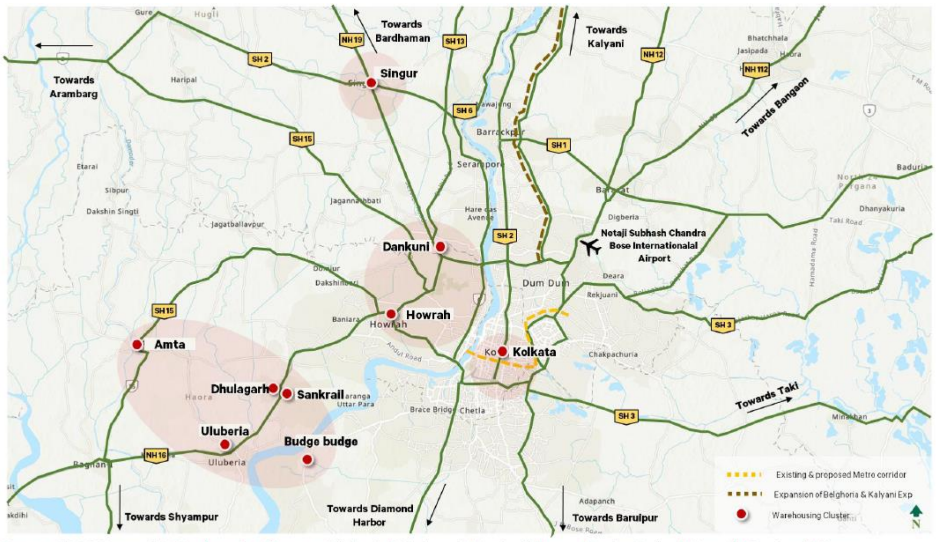
Sector	% Share	Yearly Trend
3PL	31%	▼
Engineering & Manufacturing	21%	▲
Electronics & electrical	20%	▲

Source: CBRE Research

Kolkata

Kolkata is the capital city of the state of West Bengal. The city acts as a gateway to eastern and north-eastern India. The Kolkata port enables strong logistics connectivity for exports across key international destinations. The World Bank has approved a nearly US$ 105 million project to improve inland water transport infrastructure in the state and is also likely to invest nearly US$ 300 million to develop multi-modal logistics infrastructure in Kolkata.

Figure 16: Warehousing clusters in Kolkata



Source: CBRE Research; **Warehousing Cluster** - Uluberia | Dhulagarh | Sankrail | Amta | Budge Budge | Howrah | Dankuni | Singur

Warehouse activity in Kolkata is largely concentrated in three major clusters namely Dankuni cluster (NH-2), Dhulagarh – Sankrail – Uluberia cluster (NH-16 (old NH-6)) and Budge Budge Trunk Road.

Dankuni is one of the prominent hubs in the warehousing market of Kolkata which is largely established by local individual developers. Its proximity to NH-19 and connectivity with major economic hubs in north India has been the pivotal reason behind increasing warehousing demand in this micro-market. Recently, however, due to scarcity of land within Dankuni, micro-market is developing along the Durgapur Expressway, with 3PL, modern retail, E-commerce and FMCG being the key industries based out of this market with tenants such as Amazon, Flipkart, Reliance Retail and Mahindra Logistics.

Dhulagarh – Sankrail – Uluberia cluster has gained prominence primarily on account of its proximity to NH-16 and significant availability of land in the area. FMCG, 3PL, E-commerce, consumer durables, apparels and textiles are key industries in this micro-market with tenants such as Amazon, Delhivery, Flipkart, HUL and Vodafone.

Budge Budge Trunk Road has gained prominence largely on account of its proximity to the Kolkata port. However, considering low land availability and no major upcoming supply, this is a pretty much a saturated micro-market. FMCG, 3PL, consumer durables, auto and auto components are key industries here with tenants such as Balaji Agro, Century Ply, Vodafone, Reliance Retail, Mahindra, LG, Samsung and Eureka Forbes.

Grade A developments are primarily concentrated in NH-19 (Dankuni) and the NH-16 (Dhulagor-Sankrail-Uluberia) markets accounting for majority of the total stock in Kolkata, catering primarily to the E-commerce and the 3PL sectors.

Kolkata has witnessed an absorption of 2.5 million sq ft in H2 2022 which is better than the average annual absorption in the city in the preceding 3-4 years. 3PL, E-commerce and retail sectors occupied 59% of all new warehousing space in H2 2022.

Figure 17: Key sectors driving absorption in H2 2022

Sector	% Share	Yearly Trend
3PL	24%	▲
Retail	19%	▼
E commerce	16%	▲

Source: CBRE Research

Mumbai Metropolitan Region (MMR)

The MMR is a highly populated and one of the most economically significant urban areas in India. Greater Mumbai, Thane, Kalyan-Dombivali, Navi Mumbai, Ulhasnagar, Bhiwandi-Nizamapur, Vasai-Virar, Mira-Bhayandar and Panvel are nine of the municipal corporations making up the MMR. MMR has one of the highest per capita incomes in India and has the highest concentration of consumers with high incomes overall. MMR is also home to one of India's most advanced logistics eco-systems thanks to its proximity to JNPT, the country's busiest container port. Further Bhiwandi is generally acknowledged as one of the biggest warehousing hubs in the country.

Figure 18: Warehousing clusters in MMR

Source: CBRE Research; Warehousing Cluster - JNPT | Panvel | Taloja | Bhiwandi | Rasyani | Khopoli

The warehouse clusters are strategically positioned in Mumbai's peripheral districts in the northwest and southwest corridors enabling connectivity to Nasik, Pune, Ahmedabad and other key consumption centers via the NH-48, NH-3 Mumbai Nasik highway and the Mumbai Pune highway. The Bhiwandi warehousing cluster is situated in the northern corridor and is well connected to Mumbai, Thane and Navi Mumbai which are fueling the consumer led demand. While the Bhiwandi is the oldest warehousing cluster in Mumbai and has a smaller supply of Grade A warehouses, most of the upcoming stock in this cluster is expected to be Grade A warehouses with modern technology. The Panvel warehousing cluster is located in the southern corridor near the JNPT port and close to the upcoming Navi Mumbai International Airport. This cluster mostly covers the EXIM cargo handled at JNPT and is home to organized warehousing developers. Panvel cluster is expected to witness more Grade A developments going ahead. Key occupiers in the city include Kuehne + Nagel 20 Cube, Citi Solutions, DHL, Stellar Value Chain, All Cargo, Amazon, Flipkart, Myntra, D-Mart and Pepperfry

The MMR has witnessed an absorption of 4 million sq ft in H2 2022 which is better than the average annual absorption in the city over the preceding 3-4 years. 3PL and E-commerce sectors occupied 90% of all new warehousing space.

Figure 19: Key sectors driving absorption in H2 2022

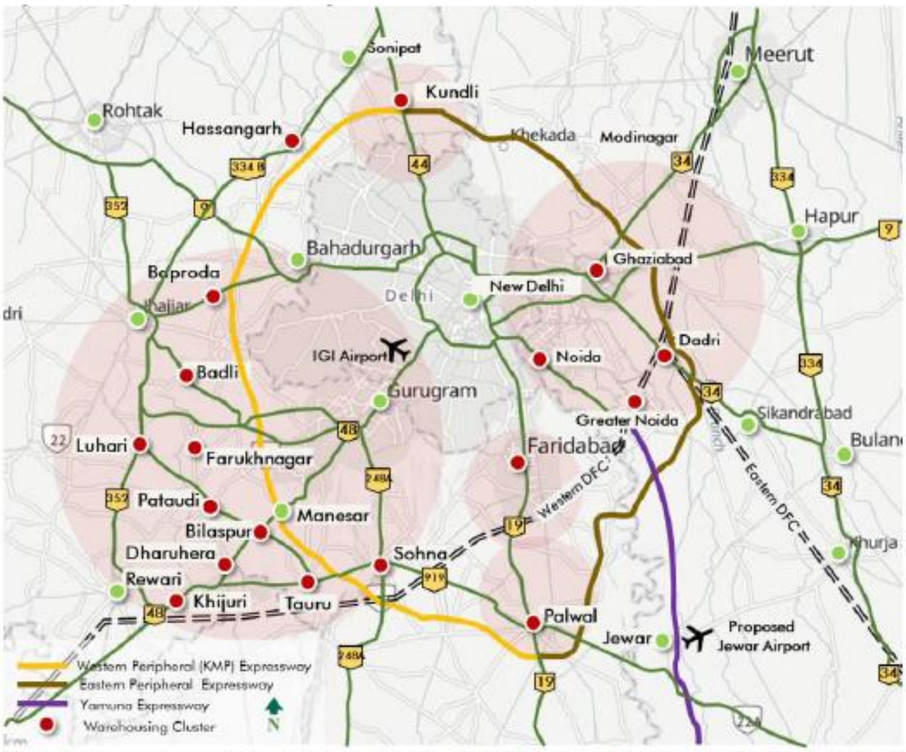
Sector	% Share	Yearly Trend
3PL	79%	▲
E – Commerce	11%	▲
Engineering & Manufacturing	4%	▼

Source: CBRE Research

National Capital Region (NCR)

The NCR includes the national capital of Delhi and parts of the states of Haryana, Uttar Pradesh and Rajasthan. The NCR is an exceptional example of inter-state regional planning and development for a region with Delhi at the centre. The region has multiple SEZs and industrial clusters including Noida and Gurugram known for their IT services, Faridabad an industrial centre, Meerut an education hub and Ghaziabad, Alwar, Sonipat and Panipat that are industrial clusters mainly related to auto components, textiles, general engineering and power looms.

Figure 20: Warehousing clusters in NCR



Source: CBRE Research; Warehousing Cluster - Pataudi | Luhari | Bilaspur | Tauru Road | Dharuhera | Khijuri | Farukhnagar | Badli | Baproda | Sohna | Palwal | Kundli | Sonipat | Noida | Greater Noida | Ghaziabad | Hassangarh

Warehousing activity in the NCR is primarily spread across the following major clusters namely the southern cluster (Gurugram) around the NH-48 belt; the Kundli/ Sonipat cluster (towards NH-44 and NH-9); the eastern cluster of

Ghaziabad (towards NH-9 and NH-34) and parts of Noida and Greater Noida; and lastly the Faridabad and Palwal micro-markets.

The Gurugram cluster comprises Luhari, Farukhnagar, Bilaspur, Tarou Road, Dharuhera, Khijuri, Pataudi road and Sohna. The cluster comprises the majority of the Grade A as well as total warehousing stock in the NCR region. The Kundli/ Sonipat cluster comprises locations such as Kundli, Hassangarh, Badli and Bhaproda and its proximity to the consumption hubs of Sonipat, Panipat, Rohtak and Delhi and excellent connectivity through NH-44 and KMP Expressway have led to its emergence. The Ghaziabad cluster constitutes Ghaziabad, Noida and Greater Noida and constitutes a substantial share of EXIM cargo.

Grade A developments in the NCR are primarily concentrated in the Gurugram and the Kundli/ Sonipat clusters. These clusters account for more than 3/4th of the total stock of Grade A warehouses and demand continues to grow with key developments from institutional developers such as Indospace, All Cargo Logistics, Embassy Logistics Park and the ESR Logistics Park. Key industries that prefer large Grade A warehousing space include E-commerce, 3PL and FMCG.

NCR has witnessed an absorption of 4.6 million sq ft in H2 2022 which is better than the average annual absorption in the city during the preceding 3-4 years. The 3PL and engineering and manufacturing sectors occupied 71% of all new warehousing space in H2 2022.

Figure 21: Key sectors driving absorption in H2 2022

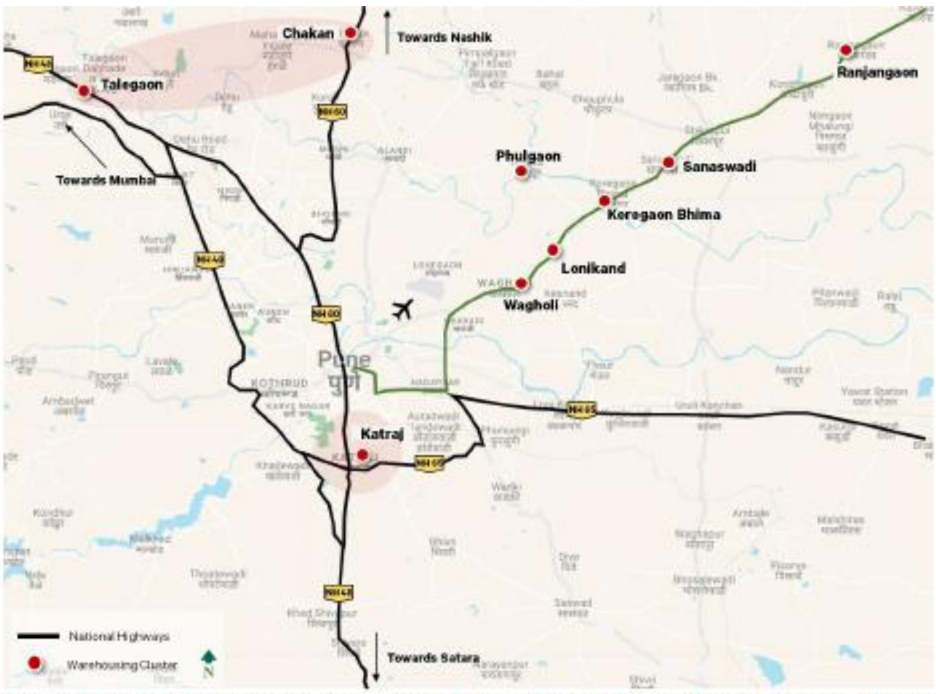
Sector	% Share	Yearly Trend
3PL	43%	▲
Engineering & Manufacturing	29%	▲
Retail	8%	▼

Source: CBRE Research

Pune

The Pune metropolitan region (PMR) is one the largest metropolitan regions in Maharashtra and is divided into 2 municipal corporations namely Pune Municipal Corporation (PMC) and the Pimpri Chinchwad Municipal Corporation (PCMC). Pune started off as a hub for defense and artillery activity and has now emerged as a prominent IT/ITES destination fueling strong consumption demand for real estate including warehousing and organized retail. Pune especially the Pimpri Chinchwad region is an established engineering and automobile hub with presence of companies such as Tata Motors, Bajaj Auto, Volkswagen, Kirloskar Group, Mercedes Benz, Apollo Tyres, Forbes Marshal, Johnson Controls and Fiat.

Figure 22: Warehousing clusters in PMR



Source: CBRE Research; Warehousing Cluster – Chakan | Talegaon | Pulgaon | Wagholi | Lonikand | Koregaon | Sanaswadi | Ranjangaon | Katraj

The main warehousing clusters in Pune are Chakan – Talegaon, Sanaswadi -Ranjangaon and Pimpr – Chinchwadi supported by three manufacturing clusters developed by Maharashtra Industrial Development Corporation (MIDC). Chakan MIDC has matured into industrial and manufacturing hub with most of the warehousing space in this region being in the nature of captive use. Due to high cost of land in Chakan, Talegaon is becoming a preferred market for warehousing space. Sanaswadi – Ranjangaon cluster located in north eastern part of Pune is home to several sizeable manufacturing firms. This cluster has superior infrastructure coupled with lower land costs and rentals which has expedited the development of warehousing space in this region. Notwithstanding this, due to longer travel time to this end of the city the share of consumption led demand in this cluster is low.

Grade A developments in Pune are primarily concentrated in the Chakan, Talegaon and Ranjangaon micro-markets with supply steadily increasing over the past 4-5 years due to growing demand from E-commerce, 3PL and manufacturing companies. Grade A warehouses account for 2/3rd of the total completed supply in Pune. Some of the key tenants include Kuehne Nagel, DHL, Agarwal Packers, Parrikh Integrators, Mahindra Logistics, Chetak Logistics, TVS Logistics and Vijay Logistics.

The warehousing industry in Pune has witnessed abruption of 0.3 million sq ft in H2 2022 which is lower than average annual absorption in the city over the preceding 3-4 years. The 3PL and electrical and electronic sectors occupied 84% of the new warehousing space in H2 2022.

Figure 23: Key sectors driving absorption in H2 2022

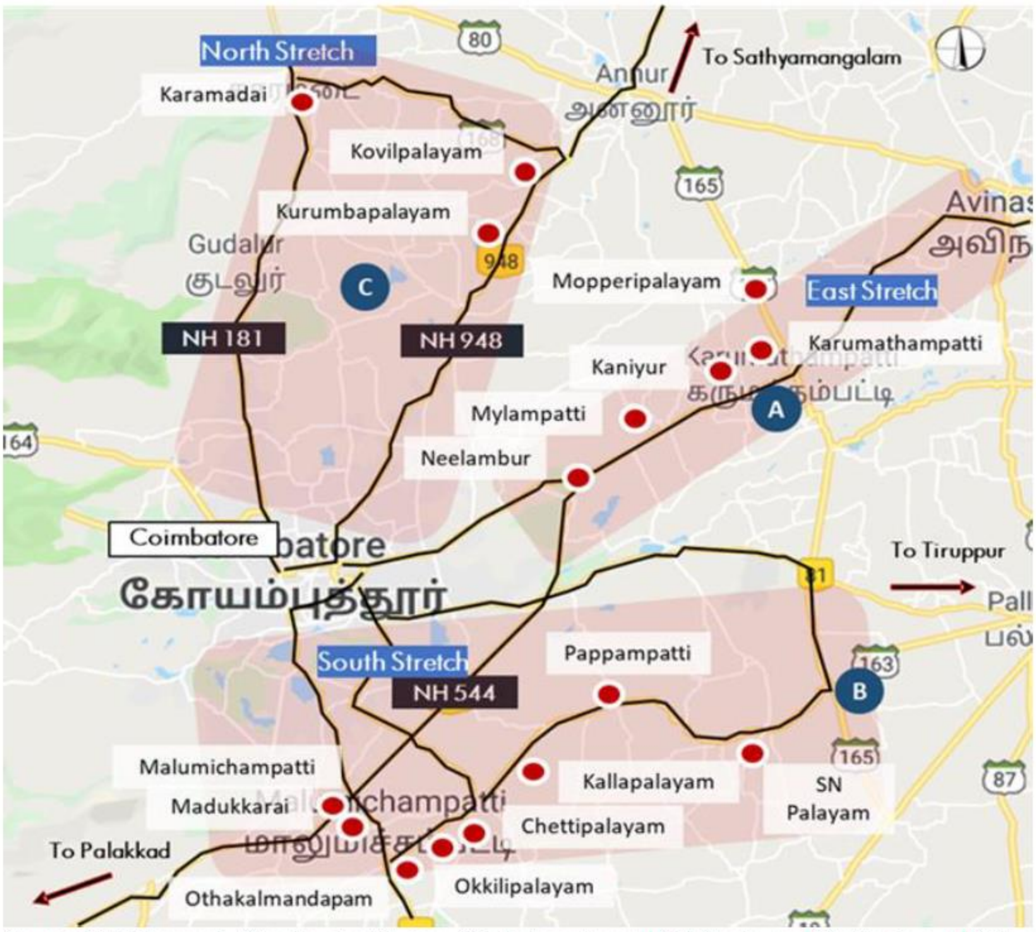
Sector	% Share	Yearly Trend
3PL	58%	▼
Electronics & electricals	26%	▲
E - Commerce	16%	▲

Source: CBRE Research

Coimbatore

Coimbatore is one of the most industrialized districts and a major textile, industrial, commercial, educational, information technology, healthcare and manufacturing hubs in the state of Tamil Nadu. It is bounded by Tiruppur district in the east, Nilgiris district in the north, Erode district in the north-east, Palakkad district, Idukki district and small parts of the Thrissur district and Ernakulam district of neighbouring state of Kerala in the west and south respectively.

Figure 24: Warehousing clusters in Coimbatore



Source: CBRE Research ; Warehousing Cluster – Othakalmandapam | Okkilipalayam | Chettipalayam | Kallapalayam | Pappampatti | SN Palayam | Neelambur | Mylampatti | Kaniyur | Karumathampatti | Mopperipalayam | Kurumbapalayam | Kovilpalayam | Karamadai

Warehousing activity is concentrated in the southern cluster including Chettipalayam, Ettimadi, Okkilipalayam, Pappampatti and Pachapalayam; the northern cluster including Periyapudur, Kovilpalayam and Kurumbapalayam; and the eastern cluster including Kaniyur, Neelambur and Karumathapatti.

The northern cluster covers the Sathy Road, NH-181 and NH-198 stretch. The eastern cluster covers the Avinashi Road which is dotted with small and medium warehousing developments. The sourther cluster is the most preferred destination for large warehouse developers. This corridor consists of the Palladam-Kochi Frontier road, Palakkad road, Salem-Kochi highway and Pollachi main road. Prior to 2017 most of the developed supply of warehouses in the region were either Grade B or Grade C developments. However in recent times, the share of Grade C has reduced drastically and in last few years Coimbatore has witnessed only Grade A warehouses primarily in the southern cluster with developments such as Indospace SKLL, NDR Warehouse, Varghese Warehouse and Kumar Warehouse.

The warehousing industry in Coimbatore witnessed 0.4 million sq ft in H1 2022 which is better than average annual absorption in the preceding 3-4 years. The 3PL and E-commerce sectors accounted for 75% of all new warehousing space in H1 2022.

Figure 25: Key sectors driving absorption in H1 2022

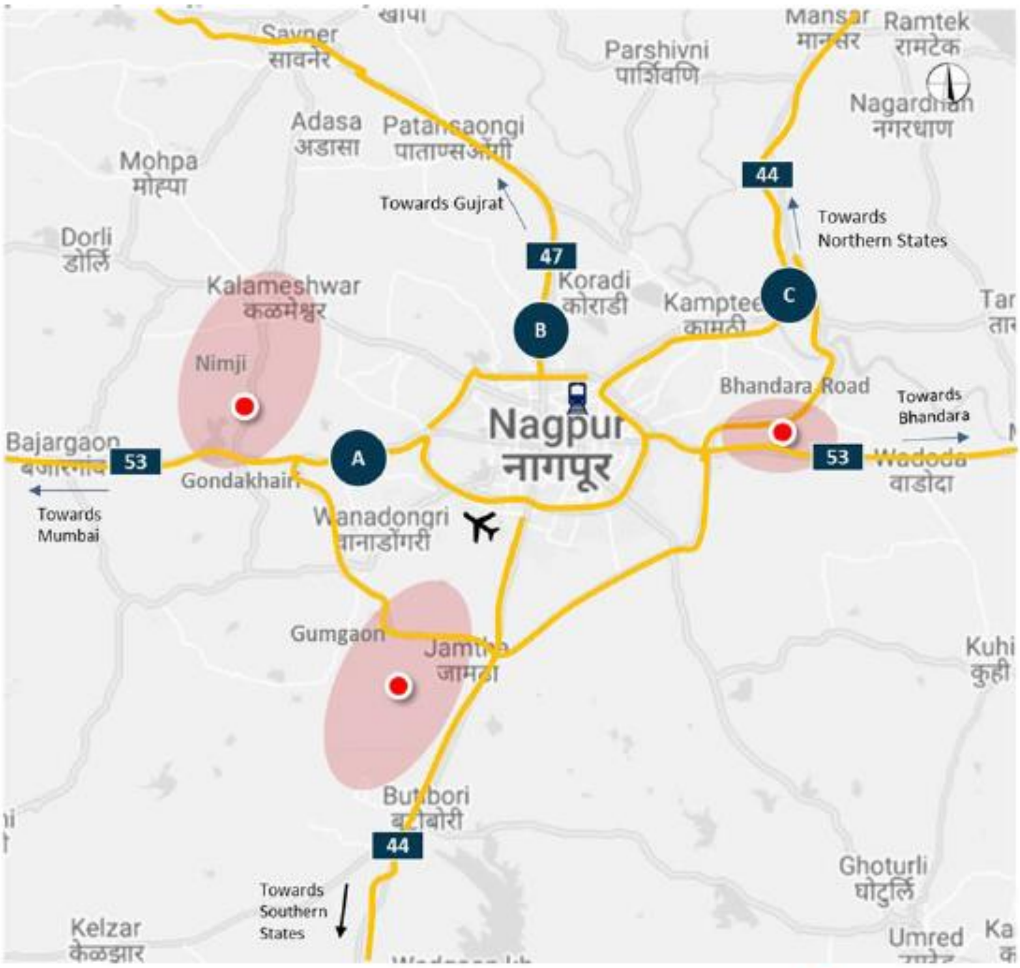
Sector	% Share	Yearly Trend
E – Commerce	50%	▲
3PL	25%	▲
FMCG	25%	▲

Source: CBRE Research

Nagpur

Nagpur is the 3rd largest city in Maharashtra and its central location has enabled excellent connectivity enhancing its economic significance and making it a prominent trading hub. The Sitabuldi market is a major commercial area of the city while the Itwari and Mahal areas host a large number of small businesses. Kalmana is one of the largest wholesale markets for oranges and grains in Asia. Nagpur has nearly 11 industrial areas.

Figure 26: Warehousing clusters in Nagpur



A. Mumbai–Kolkata Highway B.Nagpur–Ahmedabad Highway C. Srinagar–Kanyakumari Highway ● Warehousing Cluster

Source: CBRE Research; Warehousing Cluster - Gondakhairi | Nimji | Kalameshwar | Gumgaon | Jamtha | Butibori | Asoli | Mahalgaon

Warehousing activity is primarily spread across the western cluster (Gondakhairi – Kalameshwar); the southern cluster (Gumgaon – Jamtha – Butibori); and the eastern cluster (Bhandara road, Asoli, Mahalgaon). The western cluster is the most developed with the highest concentration of large warehouses, followed by the southern cluster and lastly the eastern cluster. Supply addition before 2015 primarily constituted Grade B and Grade C developments. However, since 2015, Grade A supplies saw an increase with influx of few large-scale organized players, announcement of infrastructure initiatives and logistics policies.

Grade A warehousing developments are primarily concentrated in Gondakhairi and Gumgaon along NH-53. Logistics Park India, Orange City Logistics Park and XSIO Logistics Park are the prominent Grade A warehouse developments in the region with the tenants ranging from Schneider Electric, Delhivery, Deal Share, HUL, ITC, Flipkart, Patanjali and Reliance Retail.

During 2021, Nagpur witnessed absorption of 0.8 million sq ft which was better than the average annual absorption of the preceding 3-4 years. 3PL and retail sectors accounted for majority of all new warehouses in 2021.

Figure 27: Key sectors driving absorption in 2021

Sector	% Share	Yearly Trend
3PL	87%	▲
Retail	13%	▲

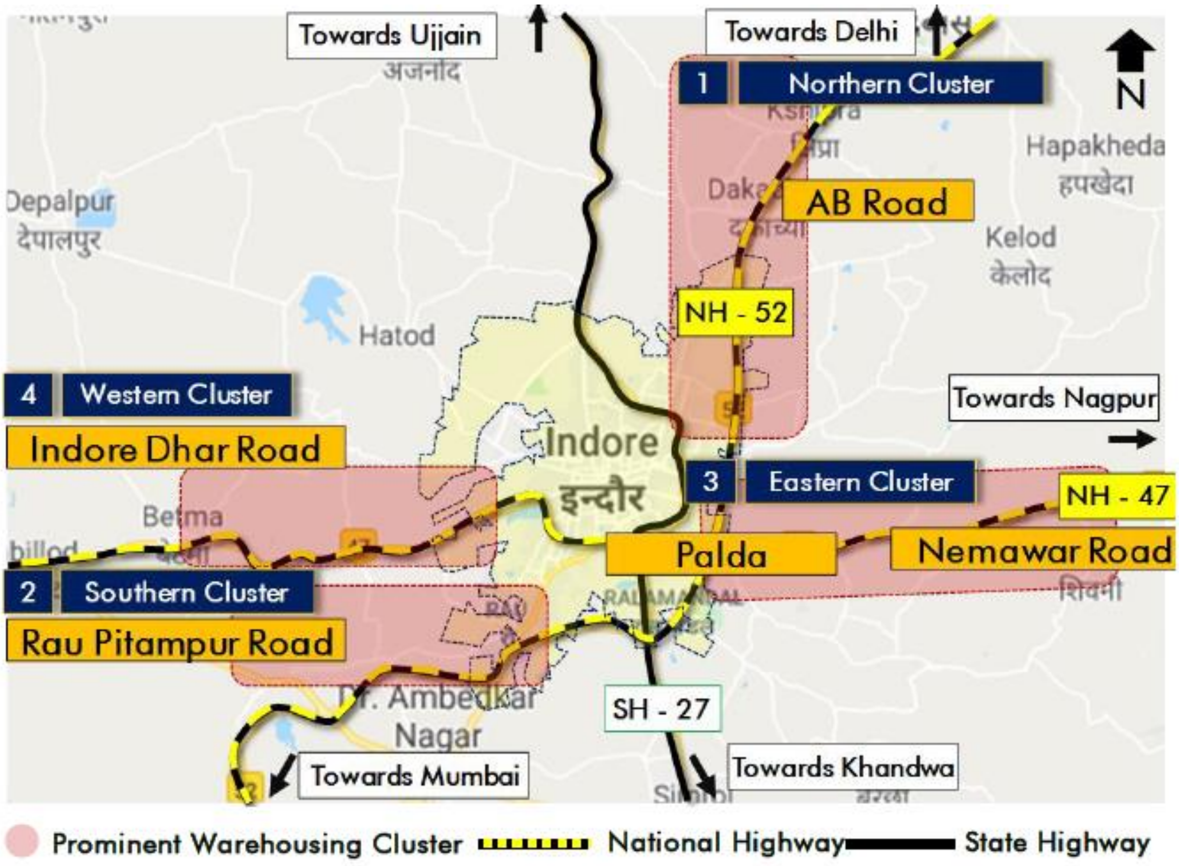
Source: CBRE Research

Indore

Indore is considered as the commercial capital of the state of Madhya Pradesh and is a hub for all major business activities in western Madhya Pradesh along with its satellite townships of Pithampur and Dewas. It is also a prominent hub for automobile and alloy steel industry in Central India.

Indore has seven major industrial areas with industrial units sporadically spread across the city. Major industries include pharmaceuticals, automobiles, ancillaries and food processing. The food industry primarily deals with manufacturing of agro-snacks and allied products. Some of the medium and large scale industries here include Balaji Wafers P Ltd, Ruchi Soya and Guruji Products.

Figure 28: Warehousing clusters in Indore



Source: CBRE Research; Warehousing Cluster - AB Road | Palda | Nemawar Road | Rau Pitampur Road | Indore Dhar Road

The Indore warehousing market constitutes the following clusters namely the western and southern clusters of Rau Pithampur; northern cluster of Indore Dewas road; and eastern cluster of Nemawar road. Pithampur is a manufacturing cluster dominated by automobile sector with warehousing supply being in nature of captive use warehouses. The Pithampur cluster has been identified by the Central Government for implementation of the Industrial Infrastructure Upgradation Scheme. It also falls under the DMIC influence region and has India's first green field operational SEZ. The Indore-Dewas cluster has witnessed the maximum demand and transactions in H1 2022 driven by consumption led demand from retail, fast moving consumer durables and 3PL sectors. The eastern cluster of Nemawar road mostly caters to the agricultural related demand.

Much of the Grade A development in Indore is located in the northern cluster of Indore Dewas road – AB road. Grade A development here has had good absorption. Key developers include JRG Logistics, Logic Park and SB Logistics.

Warehousing industry in Indore has witnessed absorption of 0.7 million sq ft in 2021 which is in line with the absorption levels over the preceding 3-4 years. E-commerce and 3PL took up the maximum storage space in 2021.

Figure 29: Key sectors driving absorption in 2021

Sector	% Share	Yearly Trend
E Commerce	40%	▼
3PL	19%	▼
Retail	20%	▲

Source: CBRE Research

Lucknow

Lucknow is the capital city of the state of Uttar Pradesh. As per government estimates there are around 16,000 industrial units in Lucknow of which around 87% of the registered units are micro-scale industries. Readymade garments and embroidery units, agro-based industries, paper and paper product manufacturers are dominant in this region.

Figure 30: Warehousing clusters in Lucknow

Source: CBRE Research; Warehousing Cluster - Sitapur Road | Dewa - Faizabad Road| Transport Road| Nadarganj | Bijnor Road | Mohan Road | Kanpur Road | Memaura Road

The Lucknow warehousing market is concentrated across 3 clusters namely the norther cluster (Sitapur and Dewa Faziabad road); central cluster (Transport Road, Bijnor road); and southern cluster (Mohan, Kanpur and Mamaura road). Majority of the warehousing activity is based out of the southern cluster due to availability of large land parcels besides being in proximity to major cities such as Kanpur, Agra, Jhansi, Rae Bareli, Varanasi and Prayagraj. Most of the Grade A developments are however witnessed in the Kanpur road cluster.

The warehousing industry in Lucknow has witnessed absorption of 1 million sq ft in 2021 which is higher than the average annual absorption during the preceding 3-4 years. E-commerce and 3PL sectors occupied the most storage space in 2021.

Figure 31: Key sectors driving absorption in 2021

Sector	% Share	Yearly Trend
E Commerce	75%	▲
3PL	8%	▲
FMCG	3%	▲

Source: CBRE Research

BUSINESS

This section should be read in conjunction with, and is qualified in its entirety by, Special Purpose Combined Financial Statements at Annexure A and the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 52 and 166, respectively, as well as all other information contained in this Draft Placement Memorandum.

References to "we", "us" and "our" are to the Trust and the Warehouse SPV, on a combined basis.

The discussion below may contain forward-looking statements and projections and reflects our current views with respect to future events and financial performance, which are subject to numerous risks and uncertainties. Such statements are based on the assumptions set forth in the "Projections of Revenue and Operation Cash Flow" and are subject to certain risks and uncertainties, which could cause actual results to differ materially from those anticipated in these forward-looking statements and/or projections. As such, you should also read the "Projections of Revenue and Operating Cash Flow" as Annexure B and the sections entitled "Risk Factors" and "Forward Looking Statements" on pages 52 and 15, respectively, which discuss a number of factors and contingencies that could affect our financial condition and results of operations.

Industry, macro-economic and market data and all industry related statements in this section have been extracted from either the CBRE Report, or the Valuation Report. For further details, please see the section entitled "Industry Overview" on page 122. For further details and risks in relation to commissioned reports, please see the section entitled "Risk Factors— This Draft Placement Memorandum contains information from the CBRE Report which is a commissioned report. The accuracy of statistical and other information referred to in the CBRE Report are based on certain estimates and assumptions that are subjective in nature and cannot be guaranteed." on page 58.

Overview

The Trust is a registered infrastructure investment trust under the InvIT Regulations, set up in order to invest in infrastructure projects in accordance with the InvIT Regulations.

The Trust has entered into the SPA with the Sponsor, in terms of which the Trust shall upon completion of the Issue and immediately prior to the Allotment of Units acquire from the Sponsor, 100% of the equity shareholding of the Warehouse SPV. The Trust through the Warehouse SPV shall own logistics infrastructure assets, including plant and equipment, apparatus, fixtures and fittings and other movable assets and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouses ("**Logistics Infrastructure**"). In addition, the Warehouse SPV has leasehold rights over the Warehouses aggregating 12.77 million square feet as of July 31, 2023, and its associated assets (such Warehouses together with the Logistics Infrastructure, referred to as "**Warehouse Assets**").

Our warehousing facilities shall comprise 64 Warehouses spread across 34 cities across India including the key warehousing markets namely, Delhi NCR, Mumbai, Bengaluru, Chennai, Kolkata, Ahmedabad and Hyderabad. Each of these 64 Warehouses has an area of more than 100,000 square foot and an investment of more than ₹25 crore as specified under the Harmonized List.

The Warehouse SPV has entered into the Asset Purchase and Sale Agreement with the Sponsor to acquire the Logistics Infrastructure from the Sponsor, for an aggregate consideration of ₹ 4,261 crores. For further details, please see the section entitled "*Related Party Transactions*" on page 179. The Logistics Infrastructure shall be transferred to the Warehouse SPV prior to Allotment of the Units in the Issue and post the acquisition of 100% of the equity shareholding of the Warehouse SPV by the Trust. The Warehouse SPV has also entered into Lease Agreements or Lease Assignment Agreements with the respective landlords/original lessee, licensor or sub-lessee, as the case may be, in terms of which the Warehouse SPV has the right of use on the underlying land and warehousing facilities for the lease term with an option to extend the lease term on mutually agreeable terms. For further details, please see the section entitled "- *Summary of Lease Agreements and Lease Assignment Agreements*" on page 146.

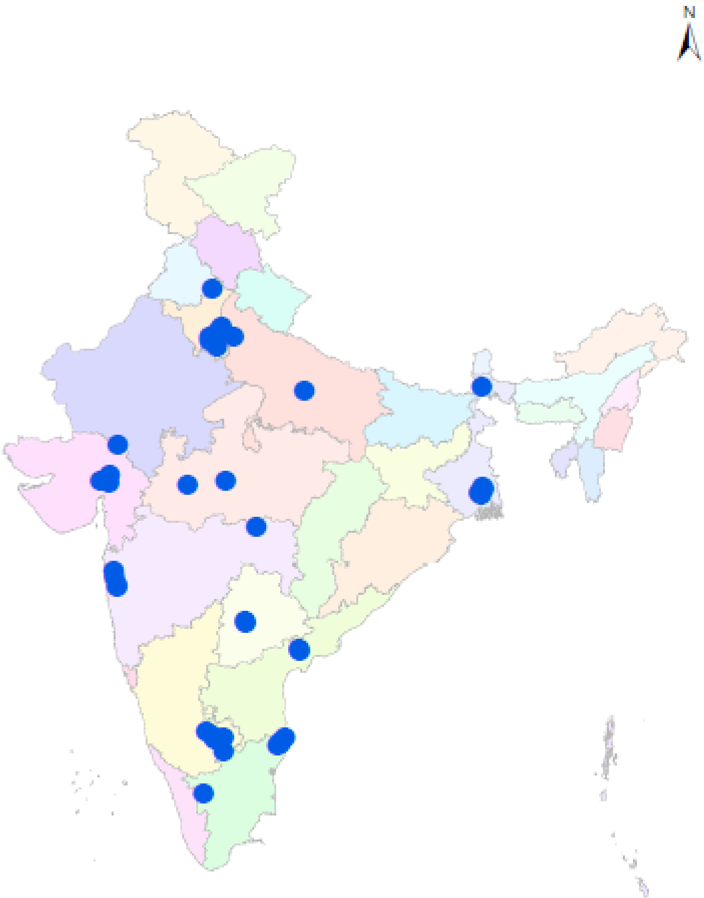
The Warehouse SPV has also entered into the WUA to provide warehousing services to its anchor customer, RRVL, which is also our Sponsor. RRVL together with its subsidiaries, joint ventures and associates ("**Reliance Retail**") reported a consolidated total income of ₹ 2,31,366 crore and net profit of ₹ 9,181 crore for the year ended March 31, 2023. As of June 30, 2023, Reliance Retail operated 18,446 stores with 70.6 million square feet of retail space across the country. RRVL's subsidiary Reliance Retail Limited lists second amongst the fastest growing retailers in the world and is ranked 56th in the list of Top 250 Global Retailers as per Deloitte's Global Powers of Retailing 2022 index.

Portfolio of warehousing facilities (as of July 31, 2023)

Our Warehouses are located across India. A region-wise summary of the Warehouses is provided below:

Sr No	Region	No. of Warehouses	Area in square foot
1.	South	21	37,11,291
2.	West	17	35,30,920
3.	North	17	38,06,831
4.	East	7	13,91,184
5.	Central	2	3,26,401
	Total	**64**	**12,766,627**

Location of the Warehouse Assets



Our Competitive Strengths

We believe that our competitive strengths are as follows:

Stable, secured and recurring revenue stream through a long-term WUA with RRVL

Reliance Retail has demonstrated strong growth in terms of both total income (28.28% CAGR since Fiscal 2021) and profitability (29.42% CAGR since Fiscal 2021) with continuous store expansion (18,446 stores as of June 30, 2023) and retail space (70.6 million sq. ft. as of June 30, 2023). The aggregate transactions at Reliance Retail crossed 1 billion in Fiscal 2023 with footfalls exceeding 780 million. Further, Reliance Retail has demonstrated sustained growth in digital and new commerce with new commerce crossing a milestone of 3 million merchant partners. Reliance Retail continues to scale up business in existing formats and entering into new segments such as beauty and fast-moving consumer goods businesses.

We believe that the nationwide presence of our Warehouse Assets is critical for the smooth operations of Reliance Retail. The Warehouse SPV has entered into the WUA with RRVL that would come into effect on the Closing Date. Pursuant to the WUA, the Warehouse SPV shall provide warehousing services (as specified in the WUA) to the Sponsor on a non-exclusive basis for a period of 30 years from the Closing Date. Further in terms of the WUA, the Warehouse SPV has a right of first offer ("**ROFO**"), whereby in the event RRVL requires the creation of any new warehousing facility that meets the criteria laid down in the Harmonized List, then the Warehouse SPV shall have the first right to offer such warehousing facility from RRVL. The WUA significantly de-risks the business model for the Warehouse SPV and provides stability in earnings and cash flows. The ROFO pursuant to the WUA, also provides the Warehouse SPV the opportunity to expand its portfolio of Warehouse Assets and generate additional revenues and cashflows.

Pan-India presence of Warehouse Assets

Our Warehouse Assets shall comprise 64 Warehouses (including the relevant Logistics Infrastructure) with aggregate area of approximately 12.77 million square feet across 34 cities (as of July 31, 2023). These 64 Warehouses are strategically spread across Tier I and Tier II cities that shall allow us to service the key markets including Delhi NCR, Mumbai, Bengaluru, Kolkata, Ahmedabad, Chennai and Hyderabad.

Demand for warehousing and logistics assets is anticipated to be resilient in the near future on the back of occupiers adopting a multipolar supply chain strategy and continuing government impetus to improve logistics infrastructure and investments. Additionally, occupiers shall aim to achieve operational efficiencies and rationalize costs through a multi-user and large scale warehouse service provider.

While demand for warehousing space witnessed a dip in CY2020, since then, the annual demand has consistently shown an uptick and during CY2022 the demand was recorded at 31.6 million sq ft almost matching the pre-COVID peak and is expected to rise to between 32-35 million sq. ft. during CY2023 across the top eight key warehouse markets (*Source: CBRE Report*). The supply during this period has remained below demand with the gap between demand and supply increasing to 10.7 million sq. ft. in CY2022 (*Source: CBRE Report*). We believe that with our extensive network of warehousing facilities we would be ideally placed to benefit from these industry dynamics to garner new warehousing servicing contracts from third parties in addition to our anchor customer RRVL.

Long term project O&M Agreement and Project Execution Agreement in place providing stability in operating costs and capex costs respectively

The Warehouse SPV has entered into the O&M Agreement with JIMSL (the Project Manager) and RPPMSL (the Operator) that shall come into effect from the Closing Date. In terms of the O&M Agreement, RPPMSL shall operate and maintain the Warehouse Assets for a period of 30 years from the Closing Date at a fixed rate as agreed and set out in the O&M Agreement and shall be responsible for meeting the service parameters specified in the WUA. We believe that this arrangement provides us with stability in our costs and cash flows. Further the Warehouse SPV has entered into the Project Execution Agreement with JIMSL and RPPMSL (the Contractor) that shall also come into effect from the Closing Date. In terms of the Project Execution Agreement, RPPMSL shall procure, build, establish, install, and commission new Warehouse Assets for the Warehouse SPV and deliver them on a turn-key basis to the Warehouse SPV at the rates specified in the Project Execution Agreement. We believe that this arrangement provides us with stability in our capex costs and visibility of delivery of new Warehouse Assets that would allow us to better plan and design our funding plans to optimize the distributions to the Unitholders.

Multi-format Warehouse Assets

Our Warehouse Assets cater to different businesses of Reliance Retail including grocery, digital, fashion and lifestyle and furniture. Further, the Warehouse Assets are designed in such a manner that they can be repurposed on short notice to meet the requirements of our anchor customer RRVL across the different formats that it operates in. Furthermore, in terms of the WUA, RRVL has the right to relocate any Warehouse where the warehousing services are being provided by providing a written notification to the Warehouse SPV. The Warehouse SPV shall continue to charge RRVL for the period taken by the Warehouse SPV to relocate such Warehouse Assets and recover from RRVL any expense incurred by it for this purpose. Additionally, if RRVL requires any work order in relation to a Warehouse under the Project Execution Agreement, to be changed to repurpose such Warehouse in accordance with RRVL's requirement, RRVL shall pay to the Warehouse SPV such amount that may be payable by the Warehouse SPV to the Contractor for effecting such changes. This ensures that there is no impact on the financial position of the Warehouse SPV.

Our Strategies

Target new customers and diversify our customer base

We believe that the pan-India network of our Warehouse Assets positions us well to capture growing demand for warehousing services from the likes of various retail service providers. We intend to actively market our Warehouse Assets to new customers to generate additional sources of revenue and cash flows over time. In terms of our WUA, RRVL is committed to take up 60% of the total space at our Warehouses providing us with sufficient additional space which is available for new customers. Additionally, in terms of our WUA, while the WUA itself is valid for 30 years, the individual service orders for the Warehouse Assets are valid for a period of one year will be automatically extended for a further period of one year if not terminated by three months' notice prior to the expiry of the service orders. If no termination notice is issued, then the term is automatically renewed by the Warehouse SPV for a further period of one year. This provides the Warehouse SPV, the flexibility to target new customers for taking up much larger space at our warehouses subject to the right of first refusal which is available to RRVL under the WUA. This would help in improving our revenues as well as diversify our customer base.

Automation and mechanization of Warehouse Assets using latest technology

We intend to accelerate the automation of the Warehouse Assets which would help us in improving efficiencies in meeting the service parameters assured in the WUA. We also intend to carry out mechanization of the Warehouse Assets using the latest technologies including robotics for several activities, including, receiving, putting away, picking, packing and dispatching. This enables significant operational efficiencies, in areas such as in-warding speed, order picking time, processing speed. We believe that our thrust on automation and mechanization of our Warehouse Assets, would not only assist us in better serving the needs of our anchor customer, RRVL but also improve our credentials in targeting newer third-party customers for our Warehouse Assets.

Institute and maintain efficient capital structures to maximize distributions to the Unitholders

We seek to institute and maintain efficient capital structure at all levels to maximize distributions to the Unitholders. From the proceeds of the Issue, we propose to *inter alia* extend the Trust Loan 1 to the Warehouse SPV under the Trust Loan 1 Agreement that shall allow us to upstream the cash flows from the Warehouse SPV in an efficient manner which would in turn be used for servicing the distributions to the Unitholders. Immediately upon completion of the Issue, the consolidated borrowings and deferred payments net of cash and cash equivalents as a percentage of value of the Trust Assets shall be 47.02%. Accordingly, we have the option to increase our borrowings subject to and in compliance with the provisions of the InvIT Regulations if the need arises to fund our future capex requirements and thus optimizing the returns to our Unitholders. We will also seek to employ appropriate financing policies and diversify our funding sources with the objective of minimizing our overall cost of capital.

Overview of Parties to the Trust and Structure of the Trust

Sponsor

RRVL is the Sponsor of the Trust. RRVL is a subsidiary of RIL, which is the most valuable listed company in India with a market capitalization of approximately ₹ 17.24 trillion as of July 31, 2023, with interests across multiple businesses including digital services, media, retail, financial services, advanced materials and composites, renewables (solar and hydrogen), exploration and production of oil. RIL is the highest ranked Indian company to feature in the Fortune Global 500 list (based on total revenue in Fiscal 2023). The equity shares of RIL are listed on both BSE and NSE and its global depository receipts are listed on the Luxembourg Stock Exchange. Reliance Retail is one of the largest retail companies in India and is listed as the second amongst the fastest growing retailers in the world and is ranked 56th in the list of Top 250 Global Retailers as per Deloitte's Global Powers of Retailing 2022 index. Reliance Retail reported a consolidated total income of ₹ 2,31,366 crore and net profit of ₹ 9,181 crore for the year ended March 31, 2023. As of June 30, 2023, Reliance Retail operated 18,446 stores with 70.6 million sq ft. of retail space having store presence across the country. For further details, see "*Parties to the Trust – Sponsor – Reliance Retail Ventures Limited*" on page 79.

Trustee

The Trustee of the Trust is Axis Trustee Services Limited which is a registered intermediary with SEBI under the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a debenture trustee. The Trustee is not an Associate of the Sponsor or the Investment Manager. For further details, see the section entitled "*Parties to the Trust - The Trustee - Axis Trustee Services Limited*" on page 80.

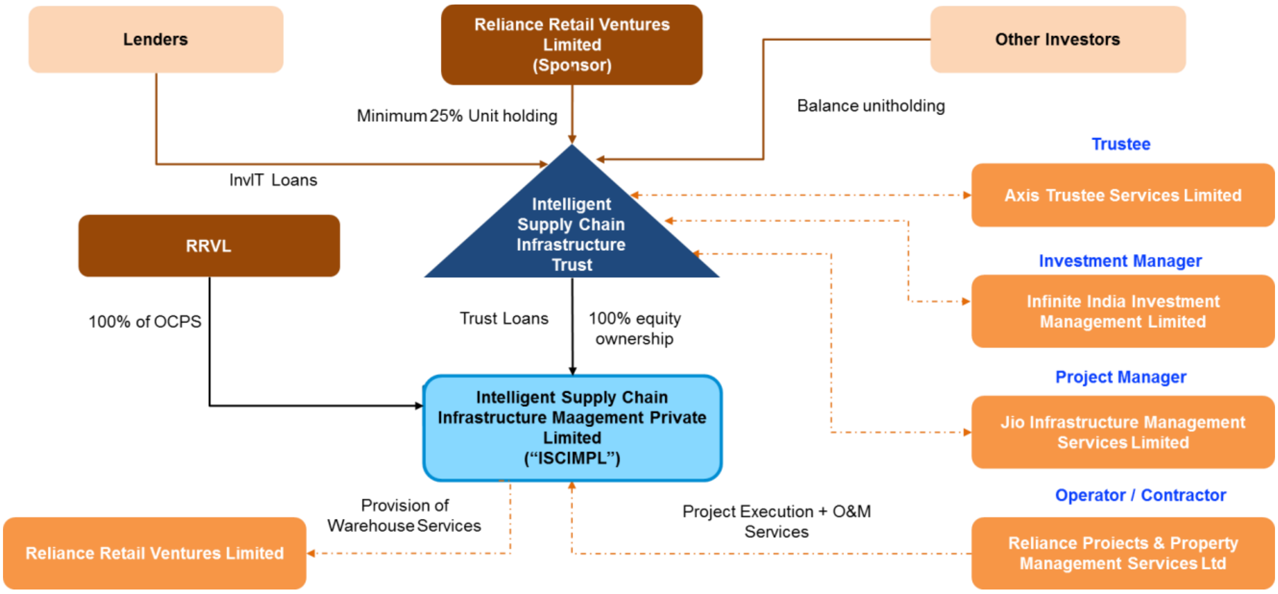
Investment Manager

IIIML is the Investment Manager of the Trust. IIIML is a wholly owned subsidiary of JM Financial Limited. The Investment Manager has entered into the Investment Management Agreement with the Trustee. For further details, see "*Parties to the Trust - The Investment Manager - Infinite India Investment Management Limited*" on page 90.

Project Manager

JIMSL, a wholly owned subsidiary of Reliance Industrial Investments and Holdings Limited is the Project Manager and has entered into the PIMA with the Warehouse SPV, the Trust (acting through the Trustee) and Investment Manager effective from the Closing Date, to provide project implementation, execution and operations and maintenance services in relation to the Warehouse Assets, for a period of 30 years from the Closing Date. The Project Manager together with the Warehouse SPV have appointed RPPMSL as the Contractor and Operator in terms of the Project Execution Agreement and the O&M Agreement, respectively, to undertake *inter alia* the designing, implementation, construction, establishment, development, operation and maintenance of the Warehouse Assets. For further details, see the section titled "*Parties to the Trust – The Project Manager – Jio Infrastructure Management Services Limited – Key terms of the Project Implementation and Management Agreement*" on page 101.

The following structure illustrates the relationship among the Parties to the Trust (being the Trust, Trustee, the Sponsor, the Investment Manager and the Project Manager), the Contractor, the Operator, RRVL and the Unitholders:



Overview of the Transaction Agreements

1. WUA

The Warehouse SPV has entered into the WUA with RRVL which will come into effect from the Closing Date and will remain valid for 30 years from the Closing Date. Pursuant to the WUA, the Warehouse SPV has been engaged by RRVL to provide warehousing services to RRVL in accordance with the service parameters specified therein. We are entitled to receive monthly fees and charges as specified under the WUA. For further details, please see the section entitled "*Summary of the Warehouse Agreements - Summary of the Warehouse Use Agreement*" on page 150.

2. O&M Agreement

The Project Manager, Warehouse SPV and RPPMSL have entered into O&M Agreement which will come into effect from the Closing Date and will remain valid for 30 years from the Closing Date. Pursuant to the O&M Agreement, RPPMSL has been appointed as the Operator to provide the operations and maintenance services to the Warehouse SPV that would meet the service level parameters provided under the WUA. The Warehouse SPV shall pay to the Operator, monthly O&M Fees as specified in the O&M Agreement. For further details, please see the section entitled "*Summary of the Warehouse Agreements - Summary of the O&M Agreement*" on page 153.

3. Project Execution Agreement

The Project Manager, Warehouse SPV and RPPMSL have entered into the Project Execution Agreement which will come into effect from the Closing Date and will remain valid for 30 years from the Closing Date. Under the Project Execution Agreement, RPPMSL has been appointed as the Contractor to procure, construct, establish and deliver new warehousing facilities including the purchase, installation and commissioning of the Logistics Infrastructure on a turn-key basis. For further details, see the section titled "*Summary of the Warehouse Agreements - Summary of the Project Execution Agreement*" on page 155.

Description of the Warehouse Assets

Our Warehouse Assets include the 64 Warehouses aggregating 12.77 million square feet as of July 31, 2023, and its associated Logistics Infrastructure. Each of the Warehouses has an area of more than 100,000 square foot and an investment of more than ₹ 25 crore as specified under the Harmonized List. For further details in relation to each of the 64 Warehouses, please see the section entitled "*Valuation Report"* attached as Annexure C of this Draft Placement Memorandum.

Summary of Lease Agreements and Lease Assignment Agreements

The following is a summary of the arrangement with respect to the right to use the underlying Warehouses:

Sr No	Particulars	No. of warehousing facilities	Area in sq ft
1.	Lease Agreements	31	60,45,999
2,	Lease Assignment Agreements	33	67,20,628
	Total	**64**	**12,766,537**

The weighted average balance term outstanding for the above Lease Agreements and Lease Assignment Agreements is approximately 11.59 years (computed as (area under the respective agreement multiplied by the balance term as of July 31, 2023) divided by the total area under the agreements). At the end of the lease term, the parties would have the option to re-enter into a fresh lease arrangement on mutually agreed terms. A brief description of the key terms of the underlying Lease Agreements and Lease Assignment Agreements, as the case may be, is provided below:

- **Lessee's covenants:** The Lessee's covenants, under each of the Lease Agreements, include (but are not limited to):

  (a) use of the leased premise for lawful purposes;
  (b) ensure that the premises are kept secured and are maintained through the tenure of the lease;
  (c) compliance with applicable laws;
  (d) to not carry out any modifications to the leased premises without the prior intimation to the lessor;
  (e) to not claim any estate or interest in the leased premises, except as provided for under the relevant Lease Agreement;
  (f) to not mortgage the leased premises with any financial institution or bank;
  (g) to not store any explosives, flammable chemicals or hazardous articles or goods at the leased premises; and
  (h) to handover the leased premises at the end of the lease term or on early termination of the relevant Lease Agreement.

- **Lessor's covenants:** The Lessor's covenants, under each of the Lease Agreements, include (but are not limited to):

  (a) to sign, verify and/or execute all such documents as may be required by any governmental authority under applicable laws and to do all such acts and deeds to apply for, procure, obtain and maintain and renew all such approvals as may be required with respect to the leased premises;
  (b) to obtain insurance for the structure of the leased premises;
  (c) apply for, procure and obtain and avail benefit and forthwith pass on such benefits to the lessee, all concessions, subsidies, exemptions, incentives, rights, interests and entitlements of any nature, amount or kind as may be notified by any governmental authority in respect of the leased premises;
  (d) bear and pay all the taxes, levies, duties of whatever kind or nature as may be applicable to the leased premises;
  (e) confirm at all times that there are no claims made by any person in respect of the leased premises;
  (f) settle in expeditious manner all claims made by any third party in respect of the leased premises;
  (g) There is no actual or perceived or threatened insolvency or bankruptcy of the lessor.

- **Term:** As described earlier the weighted average balance term outstanding for the above Lease Agreements and Lease Assignment Agreements is approximately 11.59 years. The Lease Agreements may be renewed at the end of the respective terms of the lease. The Warehouse SPV may also directly enter into fresh lease agreements with the landlords in relation to the Lease Assignment Agreements at the end of the term of the respective Lease Assignment Agreements.

- **Rent, Fee and Charges:** The Lease Agreements and Lease Assignment Agreements have provided for rental charges to be paid on a monthly basis. Further, there are maintenance charges to be paid on monthly basis for the common area maintenance. All charges are exclusive of GST. The lease rentals as well as the maintenance charges shall be subject to escalation in the manner described in the respective Lease Agreements and Lease Assignment Agreements.

- **Security Deposit:** The Lease Agreements and Lease Assignment Agreements also have a provision for security deposits which are refundable. For the 64 Warehouses, the total security deposit made with the landlords aggregate to ₹ 122.14 crore as of July 31, 2023.

- **Termination:** The Lease Agreements and Lease Assignment Agreements may be terminated by the lessee without assigning any reason by giving a three months prior notice to the landlord. However, any such termination would be subject to certain minimum lock-in provisions stated under the relevant Lease Agreements and Lease Assignment Agreements.

Further, in case of 33 Warehouses, the Warehouse SPV along with the original lessee, licensor or sub-lessee, as the case may be, has entered into Lease Assignment Agreements with the landlord in terms of which from the effective date of such Lease Assignment Agreements, the Warehouse SPV *inter alia* shall:

(i) be bound by all the terms of the original lease/leave and license/sub-lease deeds in the same manner as was applicable to the original parties and the Warehouse SPV shall adhere and abide by all the terms of the respective deeds;
(ii) be subject to the terms and conditions of the respective lease/leave and license/sub-lease deeds and shall be liable for the performance and observance of the covenants and stipulations contained in the respective deeds; and
(iii) assume all duties and obligations under the respective lease/leave and license/sub-lease deeds and shall perform all duties and obligations as provided in the respective deed.

Additionally, the Sponsor and the Warehouse SPV acknowledge that as of the Closing Date (as defined in the SHOA) , the Sponsor has issued, and the Warehouse SPV has accepted, service orders for seven future Warehouses more particularly identified under the WUA and all actions required to be taken by either party for the issue and acceptance of a service order under the terms of the WUA shall be deemed to have been undertaken and complied with respect to such pipeline future Warehouse(s).

Logistics Infrastructure

The Logistics Infrastructure include various assets that are deployed at the Warehouses such as plant and equipment, apparatus, fixtures and fittings and other movable assets and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouses. The Logistics Infrastructure would be acquired by the Warehouse SPV under the Asset Purchase and Sale Agreement prior to the Allotment of Units and post the acquisition of 100% of equity shares of the Warehouse SPV by the Trust.

Our Customers

Reliance Retail Ventures Limited

RRVL would be the anchor customer of the Warehouse SPV and we currently expect RRVL to contribute significantly to the Warehouse SPV's revenues for the foreseeable future pursuant to the WUA.

RRVL is a subsidiary of RIL, which is the largest listed company in India based on market capitalisation as of July 31, 2023. Reliance Retail is one of the largest retail companies in India and is listed as the second amongst the fastest growing retailers in the world and is ranked 56th in the list of Top 250 Global Retailers as per Deloitte's Global Powers of Retailing 2022 index. Reliance Retail reported a consolidated total income of ₹ 2,31,366 crore and net profit of ₹ 9,181 crore for the year ended March 31, 2023. As of June 30, 2023, Reliance Retail operated 18,446 stores with 70.6 million sq. ft. of retail space having store presence across the country.

Potential customer base

Our potential customers include other large retailers and e-commerce platforms who would continue to explore opportunities for improving their operational efficiencies by outsourcing their supply chain management and logistics activities to external third-party logistics players.

Competition

We believe that the scale of our pan-India presence, as well as the high quality of our Warehouse Assets positions us well vis-à-vis the competition from both the organized and un-organized players in the industry. We also believe that with the rise of omnichannel retail and e-commerce platforms, there would be significant demand for Grade A warehouses and a general shift away from the unorganized players operating in the warehousing industry and we are ideally placed to leverage our Warehouse Assets to tap this growing demand. While we have a long-term WUA in place with our anchor customer, RRVL, including having a ROFO to meet their future warehousing demands, we would face competition from other organized players in the segment as we explore opportunities to tie up with third party customers.

Quality Management, Monitoring and Maintenance

We have entered into the O&M Agreement with JIMSL and RPPMSL under which RPPMSL is responsible for the operation and maintenance of our Warehouse Assets for a period of 30 years. Further, RPPMSL will also be responsible for meeting the service parameters specified in the WUA with RRVL. For further information on the role of the Project Manager, please see the section entitled "*Parties to the Trust – The Project Manager – Jio Infrastructure Management Services Limited"*.

In terms of the O&M Agreement, strict service level parameters are specified including the need to ensure at least a 98% uptime for the Warehouse Assets to be measured on a monthly basis as well as deadlines to be met for resolution of minor and major faults in key equipment such as chillers and freezers, HVAC / AC units, gensets, cold rooms, pest control issues and civil issues. Further, RPPMSL is responsible for carrying out scheduled preventive maintenance to ensure that equipment remain in running condition and avoiding sudden breakdowns that would impact the service level parameters.

Technology

The Operator and us shall utilize the operating systems of the Operator to coordinate and optimize our operations, including communication and operational processes between our warehousing facilities across India. These systems allow the Operator to effectively oversee and manage our operations efficiently across India. We also intend to increase the automation and mechanization across our Warehouses to improve our overall operating efficiencies.

Management

In terms of InvIT Regulations and the Investment Management Agreement, the day to day operations of the Trust would be managed by the Investment Manager. The Investment Manager, in consultation with the Trustee, shall appoint the majority of the board of directors of the Warehouse SPV responsible for managing the affairs of the Warehouse SPV. For further details please see the section entitled "*Parties to the Trust - The Investment Manager - Infinite India Investment Management Limited*" on page 90.

Health, Safety and Environment

We are committed to ensuring that our business activities are conducted safely, the health of our employees, contractors and the public are protected and the environmental impact resulting from our operations are minimized, energy resources are utilized in a responsible and efficient manner to reduce emissions and statutory and regulatory requirements concerning health, safety and environment are complied with.

The O&M Agreement provides for a 'Health, Safety & Environment Policy' that has to be strictly followed by the Operator and would be subjected to oversight by the Warehouse SPV ("**HSE Policy**"). Some of the key requirements in terms of the HSE Policy under the O&M agreement include, a) designing the warehousing facilities with proper and adequate safeguards for ensuring process safety; b) following effective use of safe working procedures and practices for operation, maintenance, inspection, and emergency; c) reviewing regularly and updating of systems and procedures; d) training and validating employees and contractors on health and safety practices; e) conducting all work in a safe manner and to ensure integrity of assets by providing personnel protective equipment's and tools; f) periodic audits of internal and external work procedures; g) investigating all incidents relating to HSE including minor ones and near misses followed by implementation of corrective measures; h) identifying and evaluating health risks related to operations and carrying out pre-employment and periodic medical check-ups for personnel; i) continuously monitoring work environment and effluents such as gas, liquid and solid and taking measure to achieve better environmental performances; j) keeping abreast with international codes, standards and practices and adopting the same where applicable; and k) interacting with local communities or operations, likely hazard, and emergency response system.

We believe that our health, safety and environment systems are comparable to international standards and enables us to remain in compliance in all material respects with Indian legislation in relation to environment laws and regulations and employee health and safety. For further details, please see the section entitled "*Regulations and Policies*" on page 188.

Property

The Trust's principal place of business is 4th floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400002. All correspondences with the Trust to be however addressed to the Investment Manager at their registered address viz. 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025. The Warehouse SPV's registered address is at 9th Floor, Maker Chambers IV, 222 Nariman Point, Mumbai 400021. Neither the Trust nor the Warehouse SPV owns any material properties.

Insurance

Our business operations are subject to hazards inherent in providing operation and maintenance services, such as risk of equipment failure, work accidents, fire, earthquake, flood and other force majeure events. This includes hazards that may cause injury and loss of life, damage and destruction of property, equipment and environmental damage. Further, each party to the O&M Agreement and the PEA is required to obtain and maintain adequate insurance cover for all its assets to be used under or in connection with the O&M Agreement and PEA, respectively, and in respect of its liabilities hereunder. We plan to perform regular assessment on the adequacy of our insurance coverage on a yearly basis.

Legal Proceedings

For a description of the material legal proceedings and regulatory actions that are outstanding against the Warehouse SPV, the Sponsor, the Investment Manager, the Project Manager and their respective Associates as well as the Trustee, please see the section entitled "*Legal and Other Information*" on page 192.

SUMMARY OF THE WAREHOUSE AGREEMENTS

The following are brief descriptions of the Warehouse Agreements entered into by Warehouse SPV. The descriptions and summaries of the Warehouse Agreements below are indicative, and they are not, nor do they purport to be, full, complete or exhaustive descriptions and summaries. Certain terms used in this section have the meaning as assigned to them in the relevant Warehouse Agreements.

1. **Summary of the Warehouse Use Agreement**

The Sponsor and the Warehouse SPV have entered into a warehouse use agreement dated August 17, 2023 (the "**Warehouse Use Agreement**" or "**WUA**"), wherein the Warehouse SPV shall provide the Basic Services and Warehousing Services (as specified in the WUA) to the Sponsor on a non-exclusive basis during the Term (as described below) of the WUA.

Relevant Committed Area:

Relevant committed area shall mean the aggregate of:

(i) 60% of the total warehouse capacity area; and
(ii) such area at the Warehouse(s) as may be required to be engaged by the Sponsor such that the Fee payable with respect to such area (taken in aggregate to the fees received by the Warehouse SPV from all its customers) in accordance with this Agreement shall be equal to the amounts required for the Warehouse SPV to meet its payment obligations to its financial creditors, subject to the aggregate of (i) and (ii) not exceeding:

a) a maximum of 65% of the total warehouse capacity area during Year 11-15 of the term of the WUA ("**Term**");
b) a maximum of 70% of the total warehouse capacity area during Year 16-20 of the Term;
c) a maximum of 75% of the total warehouse capacity area during Year 21-25 of the Term; and
d) a maximum of 80% of the total warehouse capacity area during Year 26-30 of the Term.

Warehouses and service orders:

(a). _Warehouses_: Pursuant to the WUA, RRVL has prior to the Closing Date in relation to the existing warehouses issued service orders (either individually or on a consolidated basis) to the Warehouse SPV, deemed to be the acceptance certificate in relation to the existing warehouses for the purposes of the WUA. The Warehouse SPV shall provide the services for the existing warehouses in accordance with the terms of the WUA and their corresponding service orders. The Sponsor agrees to ensure that aggregate area for which such service orders are issued at any time shall cumulatively be at least equal to the Relevant Committed Area.

(b). _Right of First Offer for future warehouses_: If at any time during the Term, RRVL requires services at any future warehouse having an area of more than or equal to 100,000 square feet ("**ROFO Threshold**"), RRVL shall inform the Warehouse SPV of such requirement, including details regarding the desired site and services. If the requested services at the warehouse are available as per such request, the Warehouse SPV shall no later than 90 days of such request offer such warehouses to RRVL along with (i) confirmation that all the approvals and consents required by the site owner, Company, Operator and the Contractor in relation to the established structure are valid; and (ii) a title search report in relation to the site prepared by an independent legal counsel to the satisfaction of RRVL. RRVL, at its discretion, shall then issue a service order to the Warehouse SPV for warehouses, and the Warehouse SPV shall deliver the same in accordance with the provisions of the WUA and the relevant service order. If RRVL does not receive an offer from the Warehouse SPV, then RRVL's request shall be deemed cancelled and RRVL may elect to, (i) avail the use of the required Services from any third party, or (ii) establish such warehouses to provide the required services itself.

(c). _Right of First Offer for pipeline future warehouses:_ The parties to WUA acknowledge that as of the Closing Date (as defined in the WUA), RRVL has issued, and the Warehouse SPV has accepted, Service Orders for seven future warehouses as identified in the WUA and all actions required to be taken by either party to WUA for the issue and acceptance of a service order shall be deemed to have been undertaken and complied with respect to such pipeline future warehouse.

(d). _RRVL's Right of First Refusal_: If at any time, the Warehouse SPV has a binding offer from any person (a "**Person**") other than RRVL for availing the services at spare capacity at any warehouses (the "**Third Party Offer**"), the Warehouse SPV shall notify RRVL within three days in writing of such offer (the "**ROFR Notice**") along with the details and copy of such offer including the offered pricing and commercial terms and conditions (such as fees). RRVL may, within 15 days from receipt of the ROFR Notice, issue a service order to the

Warehouse SPV to provide such services to RRVL on the terms set out in the ROFR Notice other than the scope of maintenance services and the service parameters, which shall be the same as that provided to RRVL under the WUA. Such service order shall contain details of the warehouse and the scope of services. Such work order shall be binding on RRVL and the Warehouse SPV. On and from the date of the acceptance criteria being met, they shall constitute warehouses under the WUA. If RRVL does not issue a service order within the stipulated time period, the Warehouse SPV may accept the Third Party Offer of such Person and provide services to such Person on the terms set out in the ROFR Notice, which may in any event not be more favourable than those offered to RRVL. The Warehouse SPV shall not provide services to any person at existing warehouses, without complying with the above procedure.

(e). *Certain reasonable restrictions*: The Warehouse SPV has agreed to not offer or provide any services for any warehouse to any other person on terms or rate better than those being provided to RRVL under the WUA.

Pipeline Future Warehouses:

The Sponsor and the Warehouse SPV acknowledge that as of the Closing Date, the Sponsor has issued, and the Warehouse SPV has accepted, service orders for seven future warehouses more particularly identified under the WUA and all actions required to be taken by either party for the issue and acceptance of a service order under the terms of the WUA shall be deemed to have been undertaken and complied with respect to such pipeline future warehouse(s).

Fees and Taxes:

(a). *Base Fee*: The applicable Base Fee with respect to an existing warehouse shall be chargeable on a per square foot basis on such rates as are applicable as specified in the WUA. The applicable fee with respect to any future warehouse shall be chargeable on a per square foot basis on such rates as specified in relevant service order for such future warehouse. Any change in the Base Fee, if mutually agreed in writing by the Sponsor and the Warehouse SPV shall have the effect of modifying the Base Fee, as specified in the WUA, without requiring any further action by the Sponsor and the Warehouse SPV.

(b). *Warehouse Usage Fee*: The applicable warehouse usage fee with respect to an existing warehouse shall be chargeable on a per square foot basis on such rates as are applicable as specified in the WUA. The Warehouse SPV shall on or before the seventh business day of each month, issue to the Sponsor an invoice for the warehouse usage fee. The applicable warehouse usage fee with respect to any future warehouse shall be chargeable on a per square foot basis on such rates as specified in relevant service order for such future warehouse. Any change in the warehouse usage fee, if mutually agreed in writing by the Sponsor and the Warehouse SPV shall have the effect of modifying such fee, as specified in the WUA, without requiring any further action by the Sponsor and the Warehouse SPV.

(c). *Taxes*: The GST applicable on the fees along with any other amounts payable by the Sponsor hereunder shall be borne and paid by RRVL. For this purpose, Warehouse SPV shall:

(i) raise all invoices in the format as mutually agreed with the Sponsor;
(ii) provide all documents to the Sponsor hereunder as may be reasonably required to enable the Sponsor to claim set-off of GST;
(iii) provide a copy of its GST registration with the Sponsor;
(iv) pay the GST applicable in respect of the supplies to be provided by the Warehouse SPV under the WUA and upload the requisite tax invoice details and file the GST returns in respect of such supplies on the GSTN portal in a timely manner;
(v) reasonably co-operate with the Sponsor with respect to any mismatch in the invoice details on the GSTN portal and take corrective action as may be required in this regard; and
(vi) indemnify and hold the Sponsor harmless from and against any and all claims, suits, actions, losses (including any loss of input tax credit), liabilities, costs, expenses, penalties and interest payments incurred or suffered by the Sponsor on account of any non-compliance by the Warehouse SPV with the requirements of applicable GST law.

The Sponsor shall make all payments/credit under the WUA after deduction of applicable tax deductible at source.

No transfer of title:

The parties to WUA agree that the Sponsor shall have no right, title or interests in the Warehouses nor does the WUA intend to transfer any right, title or interest in the Warehouse or its premises. Notwithstanding anything contained in the WUA, the Sponsor shall have the right to require the Warehouse SPV to provide warehousing services in respect of Warehouse to its affiliates as may be nominated by it, in accordance with the terms of the WUA. However, the Sponsor shall at all times be solely responsible to the Warehouse SPV with respect to all its obligations under the terms of WUA. Furthermore, the Sponsor shall indemnify and hold harmless the Warehouse SPV of all costs, expenses, losses, risks, arising due to or in connection with or in relation to the warehousing services being availed by such nominated third party.

Maintenance and Repair:

(a). The Warehouse SPV shall provide the basic maintenance services during the Term of the WUA, replacement, restoration and repair work in relation to warehouses and support infrastructure in conformity with service parameters, good industry practices, the provisions of the WUA and applicable law, and shall maintain the warehouses in good and safe operating condition.

(b). Upon receipt of notice from RRVL of any service affecting condition or if the Warehouse SPV becomes aware of the same otherwise, the Warehouse SPV shall promptly carry out the necessary work and remedy the service affecting condition to RRVL's satisfaction.

Relocation of Warehouses

If for any reason, the Sponsor chooses to relocate any Warehouse at which warehousing services are being provided to another location, the Sponsor shall as soon as possible, notify the Warehouse SPV in writing of such requirement ("**Relocation Notice**") provided that with respect to such Warehouse, which is proposed to be relinquished for relocation ("**Relinquished Warehouses**"), the Sponsor shall continue to pay the fees with respect to the Relinquished Warehouse until an alternate service order has been issued for another warehouse to substitute the Relinquished Warehouse and payment in relation to such alternate Warehouse has commenced ("**Replacement Warehouse**").

The term and validity of such service order issued with respect to the Replacement Warehouse shall be the same as the unexpired service order term with respect to the Relinquished Warehouse.

Pursuant to the issuance of such Relocation Notice, the Sponsor will ensure that their goods present in the Relinquished Warehouse are duly removed. All cost and expenses including any legal costs, taxes required to be spent in relation to effecting such transfer (including without limitation any payments to be made to the underlying landowner as per the term of the relevant agreement) shall be borne by the Sponsor.

The Sponsor shall indemnify the Warehouse SPV in relation to any loss, liability or claim pertaining to or in relation with the Sponsor's use of such Relinquished Warehouse. Notwithstanding, anything to the contrary in the WUA, the total fees payable in relation to the Replacement Warehouse shall not be lower than the fees payable in relation to the Relinquished Warehouse.

Insurance

(a). The Warehouse SPV shall, either by itself or through the Contractor/Operator, maintain at all times during the Term, at no cost to the Sponsor, adequate and customary insurances in respect of the Warehouses, as are required under applicable law and as the Warehouse SPV may reasonably consider necessary or desirable, including insurances (including third party insurance cover) against claims for bodily injury, death or property damage or loss of any of its facilities, or arising out of the use of the said facilities. The Sponsor shall not be liable for any such claim arising out of any bodily injury death or property damage or loss of any of its facilities, or arising out of the use of the said facilities, caused by Warehouse SPV's personnel while performing warehousing services under this Agreement. The Warehouse SPV shall indemnify, defend and hold harmless, the Sponsor and its employees or officers from and against all such claims arising out of the aforesaid causes.

(b). If required, the Warehouse SPV will provide the Sponsor with certificates of insurance and other supporting materials as the Sponsor may reasonably request, to evidence Warehouse SPV's continued compliance with its obligation. It is hereby clarified that the Company's insurance policies do not relieve or limit the Warehouse SPV's obligation, including without limitation towards any liability for claims exceeding the respective insurance liability/cover limits.

(c). The Sponsor shall, maintain at all times during the Term, at no cost to Company, adequate and customary insurances in respect of the goods, as are required under applicable law and as the Sponsor may reasonably consider necessary or desirable and the Warehouse SPV shall not be liable for the same.

Representations and Warranties:

(a). *Warehouse SPV Representations and Warranties*:

The Warehouse SPV has provided the following representations and warranties under the WUA:

(i). It is duly formed and validly existing under the laws of India;
(ii). the execution, delivery and performance by it of the WUA are within its corporate powers and have been duly authorized by all necessary corporate action on its part;
(iii). the signatory executing the WUA has been duly authorised to enter into the WUA on its behalf;
(iv). the WUA has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
(v). the execution, delivery and performance of the WUA by it is not restricted under applicable law, and does not and will not violate any applicable law;
(vi). all consents, approvals and no-objections required for entering into the WUA and performing its obligations hereunder, have been obtained or will be obtained;
(vii). it is not party to any arrangement (including with creditors) which restricts its ability to execute, deliver or perform the WUA and its obligations thereunder; and
(viii). it is either sufficiently entitled and has necessary rights to use the warehouses to fulfil its obligations under the WUA and to provide the relevant services at the warehouses to RRVL for its use in accordance with the WUA or will obtain requisite consents in this regard.

(b). *RRVL Representations and Warranties*:

RRVL has provided the following representations and warranties under the WUA:

(i). It is duly formed and validly existing under the laws of India;
(ii). the execution, delivery and performance by it of the WUA are within its corporate powers and have been duly authorized by all necessary corporate action on its part;
(iii). the signatory executing the WUA has been duly authorised to enter into the WUA on its behalf;
(iv). the WUA has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
(v). the execution, delivery and performance of the WUA by it is not restricted under applicable law, and does not and will not violate any applicable law;
(vi). all consents, approvals and no-objections required for entering into the WUA and performing its obligations hereunder, have been obtained; and
(vii). it is not party to any arrangement (including with creditors) which restricts its ability to execute, deliver or perform the WUA and its obligations thereunder.

Term: The WUA shall come into force and take effect from the Warehouse Agreements Closing Date and shall remain valid for a period of 30 years from the closing date of the WUA. Provided that, the term and validity of each service order for the relevant warehouse shall be for a period of twelve months. Other than as specified in the WUA, the WUA shall not be terminable by either Party during the Term.

2. **Summary of the O&M Agreement**

The Project Manager, the Warehouse SPV and RPPMSL (the "**Operator**") entered into the operation and maintenance agreement dated August 17, 2023 (the "**O&M Agreement**").

Services: Pursuant to the O&M Agreement, the Warehouse SPV and the Project Manager have appointed the Operator to operate and maintain the warehouses, and provide operation and maintenance services in relation thereto (collectively, the "**O&M Services**"), under the supervision of the Project Manager, in accordance with the terms and conditions set out in the O&M Agreement.

Incidental Services: Any activity or service which is necessary, incidental or ancillary to the services provided under the O&M Agreement, but not expressly set out in the O&M Agreement or the service orders, shall be deemed to be included in O&M Services.

Standards: The Operator is required to meet and maintain the service parameters provided in the O&M Agreement and to and perform the O&M Services in accordance with the operating standards and good industry practices, site, the contract entered/to be entered into between the Warehouse SPV and the relevant owner of the site under which the Warehouse SPV is permitted to use the site each as defined in the O&M Agreement, applicable law, applicable service orders and methods and reasonable instructions and directions issued by Warehouse SPV and the Project Manager (in consultation with the Warehouse SPV) from time to time, and so far as may be on an uninterrupted basis.

Technology: The Operator is required to utilize its operating systems to coordinate and optimize operations, including communication and operational processes across all warehouses to enable the Operator to effectively oversee and manage the operations efficiently for the Warehouse SPV.

Fee, Costs and Expenses:

(a). The Operator shall, for each month, issue invoices on the Warehouse SPV for each warehouse, within five business days of the close of the month for the fees for O&M Services. In addition, the Operator shall, for each year, issue invoices on the Warehouse SPV for each warehouse, within five business days of the close of the year for the fees for for carrying out project management services in relation to the warehouses..

(b). All invoices issued by the Operator under the O&M Agreement will be issued in the name of the Warehouse SPV. The Warehouse SPV shall pay such invoices directly to Operator, and bear all taxes related thereto, in accordance with the O&M Agreement.

(c). The Warehouse SPV shall pay the amounts invoiced within 30 Business Days of receipt of an invoice ("**Due Date**").

(d). If the Operator or the Warehouse SPV does not make payment of any undisputed amount payable under the O&M Agreement to the recipient party on the relevant due date of payment, interest at the rate of 12% per annum shall be levied and shall be payable by the defaulting party on the undisputed amounts for the period of delay in payment.

(e). If in respect of a Warehouse, the Warehouse SPV fails to pay the Operator undisputed amounts which are due and payable by the Warehouse SPV for a period of 60 days from the Due Date, then the Operator may, upon giving 15 days' prior written notice to the Warehouse SPV and the Project Manager to remedy such payment default, suspend the O&M Services for such Warehouse, without any liability or obligation in relation thereto.

Responsibilities of the Warehouse SPV and Project Manager:

(i). *Information*: The Warehouse SPV and the Project Manager shall provide the Operator in a timely manner with complete and accurate information, background and clarifications in relation to the operating standards applicable to the Operator under the O&M Agreement ("**Operating Standards**"), including copies of operation, maintenance or use manuals, dos and don'ts, spare parts lists, data books and drawings, and enable effective communication between the Operator and the counterparty to enable the Operator receive a proper understanding of the attendant requirements of the Operating Standards.

(ii). *Support and access*: The Warehouse SPV and the Project Manager shall provide all support and ensure necessary access to enable Operator to perform the Services in accordance with the O&M Agreement. Additionally, the Warehouse SPV and the Project Manager shall ensure and facilitate access to relevant Warehouses so far as may be on a continuous basis.

(iii). *Materials*: The Project Manager shall make available all of its equipment, materials, spares, consumables, tools and tackles, to the extent they are free from time to time and are appropriate for deployment in the O&M Services, on an as-is-where-is basis to the Operator to enable the Operator's use (without transfer of title) in order to provide the O&M Services.

Governance: For overseeing the implementation of O&M Services and other actions contemplated under the O&M Agreement, the Warehouse SPV, Project Manager and Operator shall establish a governing committee on which both of them shall have equal representation. The governing committee shall establish its governance mechanism, endeavour to meet on a quarterly basis or sooner in case of urgent matters and prepare and submit periodic reports to the Project Manager and Operator of the progress made and any concerns it elects to bring to their attention.

Anti-bribery and Corruption: The Operator shall comply with the anti-bribery and anti-corruption policy in relation to the services being provided by it under the O&M Agreement.

Health, Safety and Environment: The Operator shall ensure that it operates in full compliance with the health, safety and environment policyas set out in the O&M Agreement.

Insurance: Each party to the O&M Agreement is required to obtain and maintain adequate insurance cover for all its assets to be used under or in connection with the O&M Agreement and in respect of its liabilities hereunder. Notwithstanding anything to the contrary, the Warehouse SPV is required to promptly remit to the Operator any insurance proceeds received by the Warehouse SPV in relation to the Warehouses and related assets. However, such payments shall be limited to amounts received in relation to assets owned or replaced by the Operator at its own cost. All other sums will be retained by the Warehouse SPV.

Term: The O&M Agreement shall come into force and take effect from the Closing Date and shall remain valid for a period of 30 years from the Closing Date. The O&M Agreement shall not be terminable by the parties during such term, provided that if the WUA expires or terminates for any reason prior to the term, the O&M Agreement and all service orders issued under it shall automatically terminate.

3. **Summary of the Project Execution Agreement**

The Project Manager, the Warehouse SPV and RPPMSL (the "**Contractor**") entered into a project execution agreement dated August 17, 2023 for the construction and establishment of warehouses (the "**Project Execution Agreement**").

Services: Under the Project Execution Agreement, the Contractor has been appointed for the construction and establishment of Warehouses, each as defined in the Project Execution Agreement.

Contractor's Responsibilities:

(i). The Contractor shall:

- (a). procure, at its own cost and expenses, the Warehouses, and components thereof, adequate equipment, materials, tools, consumables, spares, supplies and aids, and deploy sufficient and adequately trained manpower, staff, labour and personnel, and supplement and augment the same from time to time, for timely and proper performance of work in accordance with the provisions hereof;
- (b). provide all procurement related services, including without limitation transportation, handling, storage, ensuring safety and security of all such items and expediting services;
- (c). perform all services for processing and payment of vendor invoices, accounting and budgeting services as also all services necessary for expediting, supervision and quality surveillance;
- (d). be responsible for storage and safety of all contractor equipment and other items procured or used by Contractor under the Project Execution Agreement;
- (e). provide all necessary supervision during performance of work and so long thereafter as necessary for proper fulfilment of Contractor's obligations under the Project Execution Agreement;
- (f). coordinate, inspect, manage and monitor the work of its sub-contractors (if any), and integrate the work of sub-contractors and vendors with its work to ensure well-coordinated and integrated construction and establishment of the Warehouses, on the designated sites;
- (g). be responsible for loss or damage to Warehouses, other goods and consumables required for performance of work and for remedying of defects, up until the date of issuance of the relevant completion certificate;
- (h). remedy any patent defects in the Warehouses at its costs and expense, if such defect is notified in writing to the Contractor within three months from the date of issuance of the related completion certificate.
- (i). employ sufficient and adequately trained and experienced manpower, staff and labour required for performance and completion of work and supplement and augment the same from time to time as required. Whenever, in the reasonable opinion of the Project Manager, additional manpower, staff, labour and personnel are required for proper and timely completion of work including for supervision, Contractor shall, at no additional cost to the Project Manager, appoint such additional persons;
- (j). be entitled to appoint sub-contractors and other third parties to perform some or all of the work provided that it shall not be discharged from its obligations under the Project Execution Agreement to the Project Manager and shall be responsible to the Project Manager for acts and omissions of its sub-contractors and such parties;
- (k). be solely responsible for all of its personnel and those of its sub-contractors or third parties engaged in performance of work and Contractor shall be solely and exclusively responsible for:
  - (i). payment of the salaries, wages, service conditions and other dues of all such personnel; and
  - (ii). their health and safety.
- (l). comply with all applicable labour laws, including but not limited to Contract Labour (Regulation and Abolition) 1970, Employee State Insurance Act, 1948 and Employees' Provident Funds & Miscellaneous Provisions Act, 1952 and if applicable, register itself under the relevant applicable law.

Payment Terms:

(i). Charges for Warehouses shall be payable in accordance with the Project Execution Agreement. Notwithstanding anything to the contrary in the Project Execution Agreement, all invoices issued by Contractor under the Project Execution Agreement shall be issued to and in the name of the Warehouse

SPV. The Warehouse SPV shall pay such invoices directly to the Contractor, and bear all taxes related thereto in accordance with the Project Execution Agreement.

(ii). The Contractor shall issue an invoice to the Warehouse SPV separately for each warehouse for the charges relating to each Warehouse on the relevant milestone.

(iii). The Warehouse SPV shall pay the amounts invoiced within 60 days of the date of receipt of an invoice and any relevant supporting documents ("**Due Date**").

(iv). Non-payment or delayed payment of any invoice by the Warehouse SPV shall attract interest at the rate of 12% per annum for a period starting from the Due Date of the invoice until the date of payment by the Warehouse SPV.

Anti-bribery and Corruption: The Contractor shall comply with the anti-bribery and anti-corruption policy (the "**ABC Policy**") in relation to the services being provided by it under the Project Execution Agreement. In the event the applicable the ABC Policy is not being complied with, the escalation mechanism, as set out in the Project Execution Agreement, shall apply.

Health, Safety and Environment: The Contractor shall ensure that it operates in full compliance with the health and safety policy (the "**HSE Policy**") as set out in the Project Execution Agreement. In the event that the applicable key performance indicators under the HSE Policy are not being complied with for a continuous period of 30 days, the escalation mechanism, as set out in the Project Execution Agreement, shall apply.

Insurance: Each party to the Project Execution Agreement is required to will obtain and maintain adequate insurance cover for all its assets to be used under or in connection with the Project Execution Agreement and in respect of its liabilities under the Project Execution Agreement. For avoidance of doubt, the Contractor is required to maintain adequate insurance, including third party insurance, for the Warehouses, until the transfer of title of the Warehouses to the Warehouse SPV, in terms of the Project Execution Agreement.

Term: The Project Execution Agreement will come into effect on and from the date of the Project Execution Agreement and will remain valid until the expiry of 30 years from the Closing Date. If the WUA expires or terminates for any reason prior to the term, the Project Execution Agreement and all work orders issued under it shall automatically terminate.

INFORMATION CONCERNING THE UNITS

Unitholding of the Trust

Particulars	Number of Units*
Units issued and outstanding prior to this Issue	Nil
Units issued and outstanding after this Issue	Up to [●]*

* *To be updated in the Final Placement Memorandum prior to filing with SEBI and the Stock Exchange.*

Unitholders holding more than 5% of the Units

Sr. No.	Name of Unitholders*	Pre-Issue		Post-Issue*	
		Number of Units	Percentage of holding (%)	Number of Units	Percentage of holding (%)
1.	Sponsor	Nil	Nil	Up to [●]	[●]

**To be updated in the Final Placement Memorandum prior to filing with SEBI and the Stock Exchange.*

Unitholding of the Sponsor, Investment Manager, Project Manager and Trustee

RRVL, being the Sponsor, shall subscribe to a minimum of [●] Units of the Trust aggregating to 25% of the Units on a post-Issue basis.

The Trustee, Investment Manager and Project Manager do not hold any Units and shall not acquire any Units in this Issue.

Unitholding of the directors of the Investment Manager

As on the date of this Draft Placement Memorandum, none of the directors of the Investment Manager hold any Units or propose to hold any Units in the Trust.

Sponsor lock-in

In terms of the InvIT Regulations, the Sponsor shall hold at least 25% of the Units on a post-Issue basis aggregating up to [●] Units, which shall be locked-in for a period of three years from the date of listing of the Units. Further, unitholding of the Sponsor, exceeding 25% on a post-Issue basis, if any, shall be locked-in for a period of not less than one year from the date of listing of the Units.

USE OF PROCEEDS

The proceeds of the Issue will be up to ₹ 3,048.00 crore (the "**Issue Proceeds**"). Further, the proceeds from the InvIT Loan will be up to ₹ 2,122.00 crore (the "**InvIT Loan Proceeds**" together with the Issue Proceeds, the "**Total Proceeds**"). The Total Proceeds aggregate ₹ 5,170.00 crore.

(In ₹ crore)

S. No.	Particulars	Amount
1.	Gross Issue proceeds	**3,048.00**
2.	Less estimated Issue Expenses	20.00
3.	Net Issue proceeds	**3,028.00**

The Issue Proceeds, net of any Issue Expenses, will be utilised towards the following objects:

(a) Acquisition of Equity Shares of the Warehouse SPV; and
(b) Providing the Trust Loan – I to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement.

The InvIT Loan Proceeds will be utilised towards the following objects:

(a) Providing the Trust Loan – II to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement.

Requirements of Funds

The Issue Proceeds, net of Issue Expenses are proposed to be utilised in accordance with the details provided in the following table:

(In ₹ crore)

S. No.	Particulars	Amount*
(a)	Acquisition of Equity Shares of the Warehouse SPV	100.00
(b)	Providing the Trust Loan – I to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement	2,928.00
Total		**3,028.00**

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

(In ₹ crore)

S. No.	Particulars	Amount
(a)	Providing the Trust Loan – II to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement	2,122.00
Total		**2,122.00**

The Investment Manager believes that utilizing the Total Proceeds, net of Issue expenses towards the above objects will (a) assist the Trust in acquiring the Logistics Infrastructure that are critical to carry out the warehousing operations at the Warehouse SPV; and (b) create the capital structure at the Warehouse SPV that ensures the optimization of the upstreaming of cash flows from the Warehouse SPV.

The fund requirements mentioned above, and the proposed deployment, are based on the estimates of the Investment Manager and have not been appraised by any bank, financial institution or any other external agency. The fund requirements may vary due to factors beyond the Investment Manager's control, such as market conditions, competitive environment, interest rate and exchange rate fluctuations. Consequently, the fund requirements are subject to revisions, in the future, at the discretion of the Investment Manager.

Details of Utilisation of the Proceeds

The details of utilisation of the Total Proceeds, net of Issue expenses, are set forth herein below:

(a) Acquisition of Equity Shares of the Warehouse SPV

The Trust acting through the Trustee, the Investment Manager, the Sponsor and the Warehouse SPV have entered into the Share Purchase Agreement in terms of which the Trust proposes to acquire 100% of the equity share capital of the Warehouse SPV from the Sponsor for cash for aggregate consideration of ₹ 100.00 crore. For further details on the Share Purchase Agreement, please refer to the section entitled "*Related Party Transactions – Acquisition of the Warehouse SPV by the Trust – Share Purchase Agreement*" on page 180 of this Draft Placement Memorandum. The Trust proposes to utilize a sum of ₹ 100.00 crore from the Issue Proceeds for the purpose of acquisition of the Equity Shares of the Warehouse SPV, in accordance with the terms of the Share Purchase Agreement.

(b) Providing the Trust Loan – I to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement.

The Trust proposes to utilize an aggregate amount of ₹ 2,928.00 crore from the Issue Proceeds to provide the Trust Loan – I to the Warehouse SPV, which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement. The Trust (acting through the Trustee and the Investment Manager) and the Warehouse SPV have entered into the Trust Loan – I Agreement, which set out the terms and conditions for grant of the Trust Loan – I. For further details on the Trust Loan – I Agreement, please refer to the section entitled "*Formation Transactions in Relation to the Trust*" on page 21 of this Draft Placement Memorandum.

(c) Providing the Trust Loan – II to the Warehouse SPV which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement.

The Trust proposes to utilize an aggregate amount of ₹ 2,122.00 crore from the InvIT Loan Proceeds to provide the Trust Loan – II to the Warehouse SPV, which shall be utilized by the Warehouse SPV towards acquisition of the Logistics Infrastructure, in accordance with the terms of Asset Purchase and Sale Agreement. The Trust (acting through the Trustee and the Investment Manager) and the Warehouse SPV have entered into the Trust Loan – II Agreement, which set out the terms and conditions for grant of the Trust Loan – II. For further details on the Trust Loan – II Agreement, please refer to the section entitled "*Formation Transactions in Relation to the Trust*" on page 21 of this Draft Placement Memorandum.

Brief description of the Asset Purchase and Sale Agreement

The Warehouse SPV has entered into the Asset Purchase and Sale Agreement with the Sponsor in terms of which the Warehouse SPV proposes to acquire from the Sponsor various assets such as plant & equipment, implements, apparatus, fixtures & fittings, and other movable asset that are deployed at the 64 Warehouses ("**Logistics Infrastructure**").

The acquisition of the Logistics Infrastructure by the Warehouse SPV will be subject to the acquisition by the Trust of 100% of the equity share capital of the Warehouse SPV from the Sponsor, in accordance with the terms of the Share Purchase Agreement. For further details on the Asset Purchase and Sale Agreement, please refer to the section entitled "*Related Party Transactions – Acquisition of the Warehouse SPV by the Trust*" on page 180.

In case of a shortfall in Total Proceeds, the Investment Manager may, in compliance with the InvIT Regulations, have the flexibility to meet such shortfall including, by utilising the Trust's internal accruals or availing facilities from lenders, either by itself or at the Warehouse SPV level. The Investment Manager, in accordance with the Investment Objectives of the Trust, policies of the IM Board and the InvIT Regulations, will have flexibility in utilising any surplus amounts.

Issue Expenses

The Issue Expenses shall be met from the Issue Proceeds. The total expenses of this Issue are estimated to be up to ₹ 20.00 crore. The Issue Expenses shall, *inter alia*, comprise the fee payable to SEBI (being reimbursed to the Sponsor), stamp duties payable on issuance of units, fee payable to the Lead Managers, fee payable to Escrow Collection Bank, legal counsels, fee payable to the Registrar and Unit Transfer Agent and all other incidental and miscellaneous expenses for undertaking the formation transactions and for allotment of the Units and listing of the Units on BSE.

FINANCIAL INDEBTEDNESS AND DEFERRED PAYMENTS

The details of indebtedness of the Trust, at a consolidated level, as at March 31, 2023, are provided below:

Details	Amount outstanding pre-Issue (as of March 31, 2023) (₹ in crore)		
	Borrowings	**Others**	**Financial indebtedness as per the balance sheet**
Trust (Consolidated)			
Borrowings (non-current, current borrowings including maturity of long term borrowings, redeemable preference shares and non-convertible debentures including interest accrued)	Nil	Nil	Nil
Creditors for capital expenditure	Nil	Nil	Nil
Other liabilities	Nil	Nil	Nil
Total	**Nil**	**Nil**	**Nil**

Principal terms of the InvIT Loan availed by the Trust

The Trust (acting through and represented by the Trustee the Investment Manager) has entered into an agreement with Sikka Ports & Terminals Limited (the "**Lender**") and the Sponsor, dated August 17, 2023 (the "**InvIT Loan Agreement**"), pursuant to which the Lender has agreed to provide the Trust a rupee term loan of ₹ 2,122.00 crore. In terms of the InvIT Loan Agreement, the Trust shall use such rupee term loan for on–lending it to the Warehouse SPV, for the acquisition of assets and any other purpose as may be mutually agreed between the parties to the InvIT Loan Agreement. The key terms of the InvIT Loan Agreement are as follows:

Borrower	Intelligent Supply Chain Infrastructure Trust
Lender	Sikka Ports & Terminals Limited
Facility	Term loan of ₹ 2,122.00 crore
Interest Rate	12% p.a. payable monthly on each Interest Payment Date (as defined under the InvIT Loan Agreement)
Final Repayment Date	30 years from the first drawdown date
Final Settlement Date	The date on which all amounts owed to the Lender by the Trust pursuant to the terms of the InvIT Loan Agreement have been discharged in full to the satisfaction of the Lender (the "**Final Settlement Date**").
Repayment	(i). The Trust shall on each repayment date (determined in accordance with the terms of the InvIT Loan Agreement) pay the corresponding repayment instalments to the Lender; (ii). The Trust shall pay the last repayment instalment to the Lender together with all other obligations outstanding in full, on the Final Settlement Date; and (iii). The Trust shall make payment of the outstanding obligations to the Lender on the relevant due date without any dispute, set-off, deduction, recoupment, counterclaim and recovery or exercise of its right of recourse in accordance with the InvIT Loan Agreement, and such obligations to pay the outstanding obligations are absolute and unconditional, and are binding on the Trust in all circumstances.
Mandatory Prepayment	The Trust has agreed and undertaken that upon the occurrence of an Intermediate Trigger Event (as defined in the SHOA), it shall (without any prior notice from the Lender) mandatorily prepay the InvIT Loan together with the other obligations within a period of 60 Business Days from the date of occurrence of such Intermediate Trigger Event. Simultaneously with the Trust making any payment under the abovementioned provisions of the InvIT Loan Agreements, the Trust shall make proportionate payments to the Unitholders.
General Undertaking	The Trust has undertaken that from the date of the InvIT Loan Agreement until the occurrence of the Final Settlement Date, amongst others, the following: (i). it shall promptly: (a). obtain, comply with and do all that is necessary to maintain in full force and effect; and (b). supply certified copies to the Lender of, any authorisation required to enable the Trust to perform its obligations under the InvIT Loan Agreement and to ensure the legality, validity, enforceability or admissibility in evidence in the jurisdiction of its incorporation of the InvIT Loan Agreement;

	(ii). it shall comply in all material respects with applicable laws and shall make all such statutory filings and other compliances required to be made by it as per applicable laws; (iii). it shall not enter into a single or series of transactions (whether related or not) and whether voluntary or non-voluntary to dispose of any assets or property, except as permitted by the Lender in the ordinary course of business; (iv). it is entitled to give loans to any person without the requirement of having to obtain any prior consent from the Lender; (v). it shall not make substantial change to the general nature of its business from that carried on at the date of InvIT Loan Agreement; (vi). It shall not voluntarily suspend all or substantially all of its activities pertaining to its business that is carried on at the date of InvIT Loan Agreement; (vii). it shall pay and discharge, on or prior to the due date, all material governmental claims and all material central, state, local and foreign taxes, assessments, charges and levies made or raised against the Trust, unless the Trust has with the approval of the IM Board contested such taxes and levies in good faith before a competent court/tribunal within the applicable limitation period; (viii). it shall furnish to the Lender an end use certificate from an independent chartered accountant within 30 days from the date of each disbursement of the InvIT Loan; (ix). it shall as and when required by the Lender with prior written notice of three business days, permit and make suitable arrangements for the representatives of the Lender to have right to inspect its offices and to examine its books of account; (x). it shall not induct any person who has been identified as a wilful defaulter by RBI or appears in CIBIL's defaulter list or the caution list issued by RBI/ ECGC / Director General of Foreign Trade as its director or key managerial person; and (xi). it shall obtain a credit rating for the InvIT Loan from any Credit Rating Agency, as and when required by the Lender.
Negative Covenants	Pursuant to the InvIT Loan Agreement, the Trust shall not undertake certain actions, including: (i) during the tenor of the InvIT Loan, undertake or permit any change in its ownership, control of the Warehouse SPV other than as set out or permitted under the SHOA. (ii) it shall not, except with the prior permission in writing from the Lender: a. take any action to cancel or terminate the InvIT Loan Agreement (other than any scheduled termination thereof); or b. sell, assign or otherwise dispose of any part of its interest in the InvIT Loan Agreement, other than as per the terms of the InvIT Loan Agreement; or c. petition, request or take any other legal or administrative action that seeks, or may be expected in the opinion of the Lender, to rescind, terminate or suspend the InvIT Loan Agreement; or d. dispose off, transfer or create any pledge over any of the Equity Shares of the Warehouse SPV held by the Trust or any of its affiliates. (iii) carry out any amendments or alterations to its constitutional documents that are adverse to the interest of the Lender, without prior written approval of the Lender or except as provided under the InvIT Loan Agreement. (iv) wind up, liquidate or dissolve its affairs until the Final Settlement Date.

Intermediate Trigger Events and Consequences	a. Upon occurrence of an Intermediate Trigger Event or in the event of default in the payment of interest on the Interest Payment Date, the Trust shall promptly notify the Lender who shall have the right to require the Trust to prepay the InvIT Loan together with the other obligations, in accordance with the provisions of the InvIT Loan Agreement. b. Upon occurrence of an Intermediate Trigger Event, the Lender shall, by issuing not less than five business days' notice to the Trust (such notice, the "**Mandatory Prepayment Notice**"), require the Trust to mandatorily prepay in full the obligations on the date notified in the Mandatory Prepayment Notice, whereupon the obligations shall become immediately due and payable, in accordance with the terms of the SHOA. c. If the Trust does not make the payment of the obligations in full within 60 days of the date of the Mandatory Prepayment Notice, then the Lender shall, by issuing a written notice to RRVL, have the right (but not an obligation) to assign the obligations to RRVL (or its nominee) for a consideration not lower than the value of the obligations by executing an assignement agreement. RRVL shall (or shall ensure that its nominee) immediately upon receipt of notice from the Lender, at its own cost, execute the assignment agreement without protest or demur.
Indemnity	The Trust shall within 30 days of demand, indemnify the Lender against any cost, direct loss or liability incurred or suffered by the Lender as a result of breach of any of the representations and warranties set out under the InvIT Loan Agreement.

Post-Issue Indebtedness of the Trust

The post-Issue indebtedness of the Trust on a consolidated basis is provided below:

Details	**Amount outstanding post-Issue (₹ in crore)**		
	Borrowings	**Others**	**Financial indebtedness as per the balance sheet**
Trust (Consolidated)			
Borrowings (non-current, current borrowings including maturity of long term borrowings, redeemable preference shares and non-convertible debentures including interest accrued)	2,122.00	Nil	2,122.00
Creditors for capital expenditure	Nil	Nil	Nil
Other liabilities (lease liabilities)	Nil	855.00	855.00
Total	**2,122.00**	**855.00**	**2,977.00**

Facilities from the Trust

The Trust proposes to utilise an estimated aggregate amount of ₹ 2,928.00 crore from the Issue Proceeds and an amount of ₹ 2,122.00 crore from the InvIT Loan Agreement, to provide the Trust Loan – I and the Trust Loan – II, respectively, to the Warehouse SPV, pursuant to the Trust Loan Agreements, each entered into between the Trust (acting through the Trustee and the Investment Manager) and the Warehouse SPV. For further details of the key terms of the Trust Loan Agreements, please see the section entitled "*Formation Transactions in relation to the Trust – Utilisation of Issue Proceeds and InvIT Loan*" on page 21.

Status of lender consents

No lender consents are required to be obtained by the Trust or the Warehouse SPV in relation to this Issue.

Borrowing Policy

The Investment Manager shall ensure that all funds borrowed in relation to the Trust are in compliance with the InvIT regulations. Accordingly, the Investment Manager has formulated a borrowing policy to outline the process for borrowing monies in relation to the trust. for further details, please see the section entitled "*Corporate Governance – Investment Manager – Policies of the* the *IM Board in relation to the Trust – Borrowing Policy*" on page 116.

DISTRIBUTION

Statements contained in this section entitled "Distribution" that are not historical facts are forward-looking statements. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those that may be projected. Under no circumstances should the inclusion of such information herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by the Trust, the Trustee, the Sponsor, the Investment Manager, the Lead Managers or any other person. Bidders are cautioned not to place undue reliance on these forward-looking statements that are stated only as at the date of this Draft Placement Memorandum. For details in relation to such forward-looking statements, please see the section entitled "Forward-Looking Statements" on page 15.

The net distributable cash flows of the Trust (the "**Distributable Income**") are based on the cash flows generated from the underlying operations undertaken by the InvIT Assets. For details of the business and operations presently undertaken by the InvIT Assets, please see the section entitled "*Business*" on page 141. Presently, cash flows receivable by the Trust may be in the form of dividend, interest income or principal repayment received from the InvIT Assets in relation to any debt sanctioned by the Trust, or a combination of both.

In terms of the InvIT Regulations, not less than 90% of the net distributable cash flows of the InvIT Assets, shall be distributed to the Trust, subject to applicable provisions in the Companies Act, 2013 and not less than 90% of the net distributable cash flows of the Trust shall be distributed to the Unitholders.

The Trust shall declare and distribute at least 90% of the Distributable Income to the Unitholders. Such distribution shall be declared and made such that the time period between any two declarations of distribution shall not exceed one year. However, if any infrastructure asset is sold by the Trust or the Warehouse SPV, or if the equity shares or interest in the Warehouse SPV are sold by the Trust and if the Trust proposes to re-invest the sale proceeds into another infrastructure asset within one year, it shall not be required to distribute any sales proceeds to the Trust or to the Unitholders. Further, if the Trust proposes not to invest the sale proceeds into any other infrastructure asset within one year, it shall be required to distribute the same in the manner specified above. In accordance with the InvIT Regulations, distributions by the Trust shall be made no later than 15 days from the date of such declarations. The distribution, when made, shall be made in Indian Rupees. For details on the risks relating to distribution, please see the section entitled "*Risk Factors*" on page 52.

Distribution Policy

Method of calculation of Distributable Income

The Distributable Income of the Trust shall be calculated in accordance with the InvIT Regulations, any circular, notification or guidance issued thereunder and the InvIT Documents. Presently, the Trust proposes to calculate distributable income in the manner provided below:

I. Calculation of net distributable cash flows at the Consolidated Trust level:

Description
Profit after tax as per profit and loss account (consolidated) (A)
Add: Depreciation and amortization as per profit and loss account. In case of impairment reversal, same needs to be deducted from profit and loss.
Add/less: Loss / gain on sale of infrastructure assets
Add: Net proceeds (after applicable taxes) from sale of infrastructure assets adjusted for the following: • related debts settled or due to be settled from sale proceeds; • directly attributable transaction costs; • proceeds reinvested or planned to be reinvested as per Regulation 18(7)(a) of the InvIT Regulations
Add: Net proceeds (after applicable taxes) from sale of infrastructure assets not distributed pursuant to an earlier plan to re-invest, if such proceeds are not intended to be invested subsequently, net of any profit / (loss) recognised in profit and loss account
Less: Capital expenditure, if any, including applicable GST or utilization of GST credit thereof
Less: Investments made in accordance with the investment objective, if any

Less: Investments made in liquid mutual funds, fixed deposits or term deposits
Add / less: Any other item of non-cash expense / non-cash income charged / credited to profit and loss account, including but not limited to • any decrease/increase in carrying amount of an asset or a liability recognised in profit and loss account on measurement of the asset or the liability at fair value; • provisions; • deferred taxes; • any other non-cash item, lease rents recognised on a straight-line basis, etc.
Add / less: Working capital changes
Add / less: Provisions made in earlier period and expensed in the current period
Add: Upfront fees, if any, received to the extent unamortized and net of any provisions / reserves being created towards future service obligations
Less: Any cash paid to the lease owners not accounted for in the working capital changes or the profit and loss account
Add: Additional borrowings (including debentures / other securities)
Add: Unit Issuance
Add: Interest costs debited to profit and loss account
Less: Actual interest paid by the Trust on consolidated basis
Less: Repayment of debt (principal) including but not limited to loans, debentures, net of cash set aside to comply with reserve requirements (including but not limited to DSRA) under loan agreements
Less: Cash reserved to make due payments to secured lenders in subsequent periods
Add / less: Proceeds from any fresh issuance of preference shares / redemption of any preference shares including redemption or capital reduction of the optionally convertible preference share (net of monies attributable to optionally convertible preference shares and retained in the SPV)
Add: Proceeds from any fresh issuance of equity shares
Less: Monies attributable to the optionally convertible preference shares in terms of the SHOA / other transaction agreements
Add/ less: Amounts added or retained to make the distributable cash flows in accordance with any transaction documents or the loan agreements
Total Adjustments (B)
Net distributable cash flows at consolidated Trust level (C) = (A+B)

II. Calculation of net distributable cash flows at the standalone SPV level:

Description
Profit after tax as per profit and loss account of the SPV (standalone SPV) (A)
Add: Depreciation and amortization as per profit and loss account. In case of impairment reversal, same needs to be deducted from profit and loss.
Add/less: Loss / gain on sale of infrastructure assets
Add: Net proceeds (after applicable taxes) from sale of infrastructure assets adjusted for the following: • related debts settled or due to be settled from sale proceeds; • directly attributable transaction costs; • proceeds reinvested or planned to be reinvested as per Regulation 18(7)(a) of the InvIT Regulations
Add: Net proceeds (after applicable taxes) from sale of infrastructure assets not distributed pursuant to an earlier plan

to re-invest, if such proceeds are not intended to be invested subsequently, net of any profit / (loss) recognised in profit and loss account
Less: Capital expenditure, if any, including applicable GST or utilization of GST credit thereof
Less: Investments made in accordance with the investment objective, if any
Less: Investments made in liquid mutual funds, fixed deposits or term deposits
Add / less: Any other item of non-cash expense / non-cash income charged / credited to profit and loss account, including but not limited to • any decrease/increase in carrying amount of an asset or a liability recognised in profit and loss account on measurement of the asset or the liability at fair value; • provisions; • deferred taxes; • any other non-cash item, lease rents recognised on a straight-line basis, etc.
Add / less: Working capital changes
Add / less: Provisions made in earlier period and expensed in the current period
Add: Upfront fees, if any, received to the extent unamortized and net of any provisions / reserves being created towards future service obligations
Less: Any cash paid to the lease owners not accounted for in the working capital changes or the profit and loss account
Add: Additional borrowings (including debentures / other securities)
Add: Interest costs debited to profit and loss account
Less: Actual interest paid by the SPV to external lenders (excluding loans taken from Trust)
Less: Repayment of debt (principal) including but not limited to loans, debentures, net of cash set aside to comply with reserve requirements (including but not limited to DSRA) under external loan agreements (excluding loans taken from Trust)
Less: Cash reserved to make due payments to secured lenders in subsequent periods
Add / less: Proceeds from any fresh issuance of preference shares / redemption of any preference shares including redemption or capital reduction of the optionally convertible preference share (net of monies attributable to optionally convertible preference shares and retained in the SPV)
Add: Proceeds from any fresh issuance of equity shares
Less: Monies attributable to the optionally convertible preference shares in terms of the SHOA / other transaction agreements
Add/ less: Amounts added or retained to make the distributable cash flows in accordance with any transaction documents or the loan agreements
Total Adjustments (B)
Net distributable cash flows at standalone SPV level (C) = (A+B)

In terms of the InvIT Regulations, if the distribution is not made within 15 days from the date of declaration, the Investment Manager shall be liable to pay interest to the Unitholders at the rate of 15% per annum until the distribution is made. Such interest shall not be recovered by the Investment Manager in the form of fee or any other form payable to the Investment Manager by the Trust. Further, any amount remaining unclaimed or unpaid out of the distributions declared by the Trust shall be transferred to the 'Investor Protection and Education Fund' constituted by SEBI.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition, results of operations and cash flows in conjunction with the sections entitled "Summary Combined Financial Information of the Trust" on page 27 and Special Purpose Combined Financial Statements attached as Annexure A.

The Special Purpose Combined Financial Statements and the notes thereto included elsewhere in this Draft Placement Memorandum have been prepared in accordance with Ind AS and the InvIT Regulations, which differs in certain material respects from Indian GAAP and IFRS. Accordingly, the degree to which our Special Purpose Combined Financial Statements will provide meaningful information to a prospective investor is dependent on the reader's level of familiarity with Ind AS.

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 section titled "Risk Factors" included elsewhere in this Draft Placement Memorandum. For further details regarding forward-looking statements, please refer to the section entitled "Forward-Looking Statements" on page 15.

The Special Purpose Combined Financial Statements included in this Draft Placement Memorandum present the combined financial condition of the Proposed Trust Group, as applicable, as of March 31, 2023, March 31, 2022 and March 31, 2021. In this regard, it may be noted that RRVL acquired the supply chain undertaking of Reliance Retail Limited on a slump sale basis with effect from June 30, 2020 and accordingly, the financial conditions set out in Special Purpose Combined Financial Statements for Fiscal 2021 represents only 9 months of operations and may not be comparable with the financial conditions of the Proposed Trust Group as of March 31, 2023 and March 31, 2022.

References to the "Trust", "we", "us" and "our" are to the Trust and the Warehouse SPV, on a combined basis.

Overview

The Trust is a registered infrastructure investment trust under the InvIT Regulations, set up in order to invest in infrastructure projects in accordance with the InvIT Regulations.

The Trust has entered into the SPA with the Sponsor, in terms of which the Trust shall upon completion of the Issue and immediately prior to the Allotment of Units acquire from the Sponsor, 100% of the equity shareholding of the Warehouse SPV. The Trust through the Warehouse SPV shall own logistics infrastructure assets, including plant and equipment, apparatus, fixtures and fittings and other movable assets and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouses ("**Logistics Infrastructure**"). In addition, the Warehouse SPV has leasehold rights over the Warehouses aggregating 12.77 million square feet as of July 31, 2023, and its associated assets (such Warehouses together with the Logistics Infrastructure, referred to as "**Warehouse Assets**").

Our warehousing facilities shall comprise 64 Warehouses spread across 34 cities across India including the key warehousing markets namely, Delhi NCR, Mumbai, Bengaluru, Chennai, Kolkata, Ahmedabad, Pune and Hyderabad. Each of these 64 Warehouses has an area of more than 100,000 square foot and an investment of more than ₹25 crore as specified under the Harmonized List.

The Warehouse SPV has entered into the Asset Purchase and Sale Agreement with the Sponsor to acquire the Logistics Infrastructure from the Sponsor, for an aggregate consideration of ₹ 4,261 crores. For further details, please see the section entitled "*Related Party Transactions*" on page 179. The Logistics Infrastructure shall be transferred to the Warehouse SPV prior to Allotment of the Units in the Issue and post the acquisition of 100% of the equity shareholding of the Warehouse SPV by the Trust. The Warehouse SPV has also entered into Lease Agreements or Lease Assignment Agreements with the respective landlords/original lessee, licensor or sub-lessee, as the case may be, in terms of which the Warehouse SPV has the right of use on the underlying land and warehousing facilities for the lease term with an option to extend the lease term on mutually agreeable terms. For further details, please see the section entitled "*Business - Summary of Lease and Assignment Agreements*" on page 146.

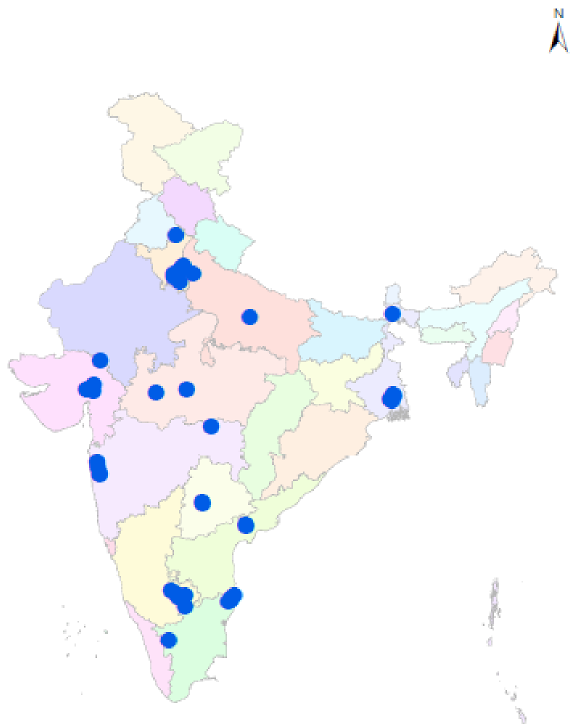
The Warehouse SPV has also entered into the WUA to provide warehousing services to its anchor customer, RRVL, which is also our Sponsor. RRVL together with its subsidiaries, joint ventures and associates ("**Reliance Retail**") reported a consolidated total income of ₹ 2,31,366 crore and net profit of ₹ 9,181 crore for the year ended March 31, 2023. As of June 30, 2023, Reliance Retail operated 18,446 stores with 70.6 million square feet of retail space across the country. RRVL's subsidiary Reliance Retail Limited lists second amongst the fastest growing retailers in the world and is ranked 56th in the list of Top 250 Global Retailers as per Deloitte's Global Powers of Retailing 2022 index.

Portfolio of warehousing facilities (as of July 31, 2023)

Our Warehouses are located across India. A region-wise summary of the Warehouses is provided below:

Sr No	Region	No. of Warehouses	Area in square foot
1.	South	21	37,11,291
2.	West	17	35,30,920
3.	North	17	38,06,831
4.	East	7	13,91,184
5.	Central	2	3,26,401
	Total	**64**	**12,766,627**

Location of the Warehouse Assets



Factors Affecting Results of Operations

Our business, prospects, results of operations and financial condition are affected by a number of factors, including the key factors set out below. For further details, please see the section entitled "*Risk Factors*" on page 52.

The Warehouse SPV's results of operations and financial condition are linked to those of RRVL as RRVL is expected to contribute substantially towards all of the Warehouse SPV's revenues.

The Warehouse SPV has entered into the WUA with RRVL to provide warehousing services to RRVL in accordance with the service parameters specified therein. RRVL, the anchor customer of the Warehouse SPV is expected to contribute substantially to all of the Warehouse SPV's revenues and cash flows. Accordingly, the results of operations and performance of the Warehouse SPV heavily depends on factors affecting the consolidated business of RRVL. RRVL's business is sensitive to several factors such as the general growth of the Indian economy, lock-downs implemented by the Government of India and/or state governments due to COVID-19 or any other pandemic, competition from other organized and unorganized retail players, changes in consumer behavior patterns, the pace of scale up of its operations across its digital and new commerce initiatives as well as physical stores roll-out and successful implementation of its growth strategy in entering into new segments such as beauty and fast moving consumer goods' businesses.

Termination of our leases or inability to renew and maintain our leasing agreements with the landlords.

We have entered into Lease Agreements and Lease Assignment Agreements for our 64 Warehouses which shall be registered upon completion of the Issue. The weighted average balance term outstanding for the above leases is approximately 11.59 years. In the event any of the leases are terminated prematurely by the landlord in terms of the Lease Agreement or the Lease Assignment Agreements or if we are unable to renew the leases at the end of their respective terms at favourable terms and we are unable to enter into newer arrangements for warehousing facility of similar size and location, then our ability to service our customers would be materially impacted and may lead to cancellation or termination of our contracts with our customers. Further, we shall be required to relocate the Logistics Infrastructure upon non-renewal or termination of the Lease Agreements and Lease Assignment Agreements pursuant to the foregoing. This would materially and adversely affect our business, operations and financial position as well as our ability to service our debt and make distributions to our Unitholders. We are in certain instances also required to indemnify the lessors, for any losses suffered by them on account of any breach of the terms and conditions of the relevant lease deeds or deeds of assignment, as applicable. Further in terms of the leasing agreements, there are certain obligations placed on the landlord in relation to permits and approvals. Any inability of the landlords to meet their obligations under the agreements may materially and adversely affect our business and operations. Further, in such cases the Warehouse SPV may need to incur costs for which the Warehouse SPV may not be able to seek any compensation or reimbursement or indemnity from the landlords in a timely manner or at all.

Competition in the warehousing and supply chain industry

The warehousing market in India is largely fragmented and dominated by unorganized developers who serve approximately 85% of the country's warehousing supply. However, the unorganized sector is characterized by limited automation, mechanization, high handling costs, low capacity and lower throughputs. With growth in the retail sector, e-commerce platforms and policy initiatives, there has been growing demand for Grade A warehouses and several organized players including global developers such as ESR, Logos and Ascendas have invested in the warehouse sector. There have also been huge investments made by private equity investors in this space with over US$ 4.2 billion invested between 2018 and 2021 in this industry (*Source: CBRE Report*). We believe that the entry of large Grade A warehouse developers with pan-India presence and with the backing of global private equity investors would pose severe competition to us as we look to expand our warehouse service offerings to new third party customers in addition to our anchor customer, RRVL. Our competitors may be able to offer superior pricing, locational advantage, better quality and service parameters and value-added services such as end to end logistical and supply chain support to our prospective customers.

Further, consolidation of organized and large warehousing and logistics service providers may result in greater efficiencies, lower costs, improved quality and service parameters as well as better access to funding sources. This may result in our competitors offering lower costs when compared to our offerings to prospective customers.

Availability of an adequate and uninterrupted supply of electrical power and fuel at a reasonable cost.

Our Warehouse Assets require an adequate and cost-effective supply of electrical power to function effectively. We principally depend on power supplied by regional and local electricity transmission grids operated by the various state electricity providers. In the non-urban areas where power supply is erratic, in order to ensure that the power supply to our sites is constant and uninterrupted, we also rely on diesel generator sets, which require diesel fuel and may require regulatory approval. A lack of adequate power supply and/or power outages or fluctuations in the power rate could result in significant downtime, resulting in service level parameters not being met for our customers.

Demand for warehousing infrastructure in India

We intend to actively market our Warehouse Assets to potential customers to improve our capacity utilization, reduce dependence on RRVL and increase our revenue from operations and cash flows. As our business consists of setting up, acquiring, owning and operating warehouses and supporting infrastructure and providing access to these warehousing facilities primarily to our customers, factors adversely affecting the demand for warehouses in India in general would adversely affect our ability to attract potential customers in the market. Such factors could include:

- a decrease in consumer demand for retail services due to adverse general economic conditions or other factors;
- a deterioration in the financial condition of our customers;
- the ability and willingness of retail service providers to maintain or increase capital expenditure;
- a decrease in the overall growth rate of warehousing industry or of a particular segment of the warehousing sector; and
- adverse developments with regard to increase in stamp duty rates on lease agreements, zoning, environmental, health and other government regulations.

Purpose and Basis of Preparation of the Special Purpose Combined Financial Statements

The Special Purpose Combined Financial Statements comprising of Intelligent Supply Chain Infrastructure Trust and Intelligent Supply Chain Infrastructure Management Private Limited (collectively, the "**Proposed Trust Group**") comprise the Combined Balance Sheets as at March 31, 2023, March 31, 2022 and March 31, 2021, the Combined Statement of Profit and Loss (including other comprehensive income), the Combined Statement of Changes in Unitholders equity and the Combined Statement of Cash Flows for the years ended March 31, 2023, March 31, 2022 and March 31, 2021, and notes to the Special Purpose Combined Financial Statements, including a summary of significant accounting policies and other explanatory information ("**Special Purpose Combined Financial Statements**"). These Special Purpose

Combined Financial Statements of the Proposed Trust Group were approved by the Board of Directors of the Investment Manager in its meeting.

The Special Purpose Combined Financial Statements are special purpose financial statements and have been prepared by the Investment Manager to meet the requirements of the SEBI InvIT Regulations for inclusion in the Draft Placement Memorandum, Placement Memorandum and Final Placement Memorandum prepared by the Investment Manager in connection with the proposed Issue. As a result, the Special Purpose Combined Financial Statements may not be suitable for any other purpose.

In accordance with the requirements of the SEBI InvIT Regulations, since the Trust is registered with SEBI on February 27, 2023 and has been in existence for a period lesser than three completed financial years and the historical financial statements of the Trust are not available for the entire portion of the reporting period of three years i.e. March 31, 2023, March 31, 2022 and March 31, 2021, the Special Purpose Combined Financial Statements have been prepared and disclosed for the periods when such historical combined financial statements were not available. Hence, as required by the SEBI InvIT Regulations, the Special Purpose Combined Financial Statements are prepared based on an assumption that the carve-out Warehouse Assets were part of the Proposed Trust Group for the reporting periods when the Trust was not in existence. However, the Special Purpose Combined Financial Statements may not be representative of the position which may prevail after the Warehouse Assets are transferred to the SPV.

The Special Purpose Combined Financial Statements are presented in Indian Rupees Crore, except when otherwise indicated. ₹ 0.00 represents amount less than ₹ 1 lakh.

Statement of Compliance:

The Special Purpose Combined Financial Statements are prepared based on the Indian Accounting Standards and the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 ("**the Act**") as applicable ("**Ind AS**") and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India (the "**Guidance Note**") and other relevant provisions relating to disclosures required as per SEBI InvIT Regulations.

The Special Purpose Combined Financial Statements are prepared on the historical cost basis using uniform policies as explained below for like transactions and other events in similar circumstances.

Basis of combination and carve-out:

The Special Purpose Combined Financial Statements have been prepared using uniform accounting policies for like transactions and other events in similar circumstances. The procedures for preparing Special Purpose Combined Financial Statements of the Proposed Trust Group are stated below:

a. The Special Purpose Combined Financial Statements were combined by adding like items of assets, liabilities, equity, income, expenses and cash flows for the years ended March 31,2023, 2022 and 2021.

b. Since the Trust was registered under SEBI InvIT Regulations on February 27, 2023, the Special Purpose Combined Financial Statements do not include any standalone financial information of the Trust.

c. As the Warehouse Assets were held by the Sponsor as of March 31,2023, the financial statements of the Sponsor for the years ended March 31,2023, 2022 and 2021 were carved out for items of assets, liabilities, income, expenditure and other information as are transferred to the SPV and as determined by the management of the Sponsor.

d. Since the SPV is committed to acquire from Sponsor, the Warehouse Assets, under the Asset Purchase and Sale Agreement dated August 17, 2023, the Warehouse Assets have been recorded on the basis of the acquisition price under the Asset Purchase and Sale Agreement that also reflects the Book Value of the Warehouse Assets as of 31st March 2023. Other assets that directly pertain to the identified warehouses have been recorded as such and in other cases have been apportioned on the basis of turnover or asset base. The liabilities that directly pertain to the identified warehouses have been recorded as such.

e. Revenue and expenses that can be directly determined towards the identified warehouses are recorded as such and for other cases, they have been apportioned between the identified warehouses and other warehousing sites.

f. The difference between the assets acquired and liabilities assumed has been presented under the line-item Balance with remaining group under Other Equity in Note 7 to the Special Purpose Combined Financial Statements

g. The carved-out Warehouse Assets transferred to the SPV do not include transfer of the tax assets and tax liabilities. Hence, no impact of deferred tax assets and liabilities has been given in the Special Purpose Combined Financial

Statements for the years ended March 31, 2023, 2022 and 2021 since the tax benefits available to the SPV will be different from the tax benefits available to the Sponsor.

Summary of Significant Accounting Policies

a. Current and Non-Current Classification

The Proposed Trust Group presents assets and liabilities in the Balance Sheet based on Current/ Non-Current classification.

An asset is treated as Current when it is -
- Expected to be realised or intended to be sold or consumed in normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is current when -
- It is expected to be settled in normal operating cycle;
- It is held primarily for the purpose of trading;
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

The Proposed Trust Group classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

b. Property, Plant and Equipment

Property, Plant and Equipment are stated at cost, net of recoverable taxes, trade discount and rebates less accumulated depreciation and impairment losses, if any. Such cost includes purchase price and any cost directly attributable to bringing the assets to its working condition for its intended use.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Proposed Trust Group and the cost can be measured reliably.

Property, Plant and Equipment which are significant to the total cost of that item of Property, Plant and Equipment and having different useful life are accounted separately.

Other Indirect Expenses incurred relating to project, net of income earned during the project development stage prior to its intended use, are considered as pre - operative expenses and disclosed under capital work in progress.

Depreciation on Property, Plant and Equipment is provided on straight line method and based on useful life of the assets as prescribed in Schedule II to the Companies Act, 2013. Leasehold improvements are amortized over the estimated useful life.

The residual values, useful lives and methods of depreciation of Property, Plant and Equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

Gains or losses arising from derecognition of a Property, Plant and Equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss when the asset is derecognised.

c. Cash and Cash Equivalents

Cash and cash equivalents comprise of cash on hand, cash at banks, short term deposits and short-term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

d. ***Provisions***

Provisions are recognised when the Proposed Trust Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

e. ***Contingent Liabilities***

Disclosure of contingent liability is made when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Proposed Trust Group or a present obligation that arises from past events where it is either not probable that an outflow of resources embodying economic benefits will be required to settle or a reliable estimate of amount cannot be made.

f. Employee Benefits Expense

Short Term Employee Benefits

The undiscounted amount of short term employee benefits expected to be paid in exchange for the services rendered by employees are recognised as an expense during the period when the employees render the services.

Post-Employment Benefits

Defined Contribution Plans

A defined contribution plan is a post-employment benefit plan under which the specified contributions are paid to a separate entity. Monthly contributions are paid towards Provident Fund and Pension Scheme.

Contribution payable to the provident fund scheme are recognised as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognized as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognized as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Defined Benefit Plans

Gratuity is payable to the employees who have completed five years of service with the Proposed Trust Group at the time of resignation/superannuation. The gratuity is paid @15 days salary for every completed year of service as per the Payment of Gratuity Act, 1972.

The liability in respect of gratuity and other post-employment benefits is calculated using the Projected Unit Credit Method and spread over the period during which the benefit is expected to be derived from employees' services.

Remeasurement gains and losses arising from adjustments and changes in actuarial assumptions are recognised in the period in which they occur in Other Comprehensive Income.

g. ***Revenue Recognition***

Revenue from contracts with customers is recognised when control of the services are transferred to the customer at an amount that reflects the consideration entitled in exchange for those services. The Proposed Trust Group has generally concluded that it is the principal in its revenue arrangement, because it typically controls the services before transferring them to the customer.

Revenue from rendering of services is recognised over time by measuring the progress towards complete satisfaction of performance obligations at the reporting period.

Revenue is measured at the amount of consideration which the Proposed Trust Group expects to be entitled to in exchange for transferring distinct services to a customer as specified in the contract, excluding amounts collected on behalf of third parties (for example taxes and duties collected on behalf of the government). Consideration is generally due upon satisfaction of performance obligations and a receivable is recognized when it becomes unconditional.

In case of discounts, rebates, credits, price incentives or similar terms, consideration are determined based on its expected value, which is assessed at each reporting period.

Contract balances

Trade receivables

A receivable represents the Proposed Trust Group's right to an amount of consideration that is unconditional.

Contract liabilities

A contract liability is the obligation to transfer services to a customer for which the Proposed Trust Group has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Proposed Trust Group transfers services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Proposed Trust Group performs under the contract.

h. ***Financial Instruments***

i) Financial Assets

A. *Initial Recognition and Measurement*

All Financial Assets are initially recognized at fair value. Transaction costs that are directly attributable to the acquisition or issue of Financial Assets, which are not at Fair Value Through Profit or Loss, are adjusted to the fair value on initial recognition. Purchase and sale of Financial Assets are recognised using trade date accounting.

B. *Subsequent Measurement*

Financial Assets Measured at Amortised Cost (AC)

A Financial Asset is measured at Amortised Cost if it is held within a business model whose objective is to hold the asset in order to collect contractual cash flows and the contractual terms of the Financial Asset give rise on specified dates to cash flows that represents solely payments of principal and interest on the principal amount outstanding.

C. *Impairment of Financial Assets*

In accordance with Ind AS 109, the Proposed Trust Group uses "Expected Credit Loss" (ECL) model, for evaluating impairment of Financial Assets other than those measured at Fair Value Through Profit and Loss (FVTPL).

Expected credit losses are measured through a loss allowance at an amount equal to:

- The 12 months expected credit losses (expected credit losses that result from those default events on the financial instrument that are possible within 12 months after the reporting date);

Or

- Full lifetime expected credit losses (expected credit losses that result from all possible default events over the life of the financial instrument)

For Trade Receivables the Proposed Trust Group applies 'simplified approach' which requires expected lifetime losses to be recognised from initial recognition of the receivables. The Proposed Trust Group uses historical default rates to determine impairment loss on the portfolio of trade receivables. At every reporting date these historical default rates are reviewed and changes in the forward looking estimates are analysed.

For other assets, the Proposed Trust Group uses 12 month ECL to provide for impairment loss where there is no significant increase in credit risk. If there is significant increase in credit risk full lifetime ECL is used.

ii) Financial Liabilities

A. *Initial Recognition and Measurement*

All Financial Liabilities are recognized at fair value and in case of borrowings, net of directly attributable cost. Fees of recurring nature are directly recognised in the Statement of Profit and Loss as finance cost.

B. *Subsequent Measurement*

Financial Liabilities are carried at amortized cost using the effective interest method. For trade and other payables maturing within one year from the balance sheet date, the carrying amounts approximate fair value due to the short maturity of these instruments.

iii) Derecognition of Financial Instruments

The Proposed Trust Group derecognizes a Financial Asset when the contractual rights to the cash flows from the Financial Asset expire or it transfers the Financial Asset and the transfer qualifies for derecognition under Ind AS 109. A Financial Liability (or a part of a Financial Liability) is derecognized from the Proposed Trust Group's Balance Sheet when the obligation specified in the contract is discharged or cancelled or expires.

iv) Offsetting

Financial Assets and Financial Liabilities are offset and the net amount is presented in the balance sheet when, and only when, the Proposed Trust Group has a legally enforceable right to set off the amount and it intends, either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

i. Earnings per Unit

Basic earnings per unit is calculated by dividing the net profit after tax by the weighted average number of units outstanding during the year. Diluted earnings per units adjusts the figures used in determination of basic earnings per unit to take into account the conversion of all dilutive potential equity units. Dilutive potential equity units are deemed converted as at the beginning of the period unless issued at a later date.

Critical Accounting Judgements and Key Sources of Estimation Uncertainty

The preparation of the Proposed Trust Group's Special Purpose Combined Financial Statements requires management to make judgement, estimates and assumptions that affect the reported amount of revenue, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in next financial years.

a. Depreciation / Amortization and Useful Life of Property, Plant and Equipment

Estimates are involved in determining the cost attributable to bringing the assets to the location and condition necessary for it to be capable of operating in the manner intended by the management. Property, Plant and Equipment are depreciated over their estimated useful life, after taking into account estimated residual value. Management reviews the estimated useful life and residual values of the assets annually in order to determine the amount of depreciation to be recorded during any reporting period. The useful life and residual values are based on the Proposed Trust Group's historical experience with similar assets and take into account anticipated technological changes. The depreciation for future periods is revised if there are significant changes from previous estimates.

b. Recoverability of Trade Receivables

Judgements are required in assessing the recoverability of overdue trade receivables and determining whether a provision against those receivables is required. Factors considered include the credit rating of the counterparty, the amount and timing of anticipated future payments and any possible actions that can be taken to mitigate the risk of non- payment.

Principal Components of Combined Statement of Profit and Loss

Income

Our total income consists of revenue from operations (income from services).

Expenses

Our expenses consist of costs of services, depreciation and amortization expense, and other expenses.

- ***Costs of services***: Costs of services includes costs such as operation and maintenance expenses, including storage and warehousing services incurred by Warehouse SPV during the period.

- ***Depreciation and amortization expenses***: Depreciation and amortization expenses include depreciation on property, plant and equipment.

- ***Employee benefit expenses***: Employee benefit expenses primarily comprise of salaries and wages, contribution to provident and other funds and staff welfare expenses.

- ***Other expenses***: Other expenses primarily comprise, amongst others, warehousing and distribution expenses, building repairs and maintenance, insurance and other expenses

Description of Principal Income Statement Line Items and Results of Operations

The following table sets forth certain information extracted from the Special Purpose Combined Financial Statements for the periods indicated :

(in ₹ crores)

Particulars	Fiscal 2023	Percentage of Total Income (%)	Fiscal 2022	Percentage of Total Income (%)	Fiscal 2021	Percentage of Total Income (%)
INCOME						
Income from Services	596.07	NA	262.45	NA	140.40	NA
Value of Sales & Services (Revenue)	596.07	NA	262.45	NA	140.40	NA
Less: GST Recovered	88.96	NA	35.34	NA	20.77	NA
Revenue from Operations	507.11	100.00	227.11	100.00	119.63	100.00
Total Income	507.11	100.00	227.11	100.00	119.63	100.00
EXPENSES						
Cost of services	294.71	58.12	137.63	60.60	79.87	66.76
Employee Benefits Expense	10.70	2.11	5.94	2.62	3.99	3.34
Depreciation and Amortisation Expenses	183.54	36.19	74.44	32.78	30.56	25.55
Other Expenses	4.59	0.91	3.45	1.52	2.02	1.69
Total Expenses	493.54	97.33	221.46	97.52	116.44	97.34
Profit for the Year	13.57	2.67	5.65	2.48	3.19	2.66

Financial year ended March 31, 2023 compared to financial year ended March 31, 2022

Total Income/ Revenue from Operations

Our revenue from operations increased by 123.29% from ₹ 227.11 crores in Fiscal 2022 to ₹ 507.11 crores in Fiscal 2023, primarily due to income received from the warehousing services due to increase in operations.

Total Expenses

Total expenses increased by 122.86% from ₹ 221.46 crores for Fiscal 2022 to ₹ 493.54 crores for Fiscal 2023, on account of increase in the depreciation and amortization expense, employee benefits costs, costs of services and other expenses.

Costs of services

Costs of services increased by 114.13% from ₹ 137.63 crores for Fiscal 2022 to ₹ 294.71 crores for Fiscal 2023, primarily attributable to increase in costs in relation to the warehousing services due to increase in operations.

Depreciation and Amortization Expense

Depreciation and amortization increased by 146.56% from ₹ 74.44 crores for Fiscal 2022 to ₹ 183.54 crores for Fiscal 2023, on account of an increase in the asset base.

Employee Benefit Expenses

Employee benefit expenses increased by 80.13% from ₹ 5.94 crores for Fiscal 2022 to ₹ 10.70 crores for Fiscal 2023, primarily attributable to increase in manpower count and corresponding increase in salaries and wages, contribution to provident and other funds and staff welfare expenses.

Other expenses

Other expenses increased by 33.04% from ₹ 3.45 crores for Fiscal 2022 to ₹ 4.59 crores for Fiscal 2023, primarily on account of increase in warehousing and distribution expenses, building repairs and maintenance, insurance and hire charges.

Profit for the year

As a result of the factors outlined above, our profit for the year increased by 140.18% from ₹ 5.65 crores for Fiscal 2022 to ₹ 13.57 crores for Fiscal 2023.

Financial year ended March 31, 2022 compared to financial year ended March 31, 2021

Total Income/ Revenue from Operations

Our revenue from operations increased by 89.84% from ₹ 119.63 crores in Fiscal 2021 to ₹ 227.11 crores in Fiscal 2022, primarily due to income received from the services provided by the Warehouse SPV due to increase in retail operations. In Fiscal 2021 the Sponsor entered into a slump sale agreement for acquiring the supply chain undertaking of Reliance Retail Limited effective June 30, 2020 on slump sale basis. Accordingly, the Special Purpose Combined Financials Statements reflect the 9 months financials of Sponsor.

Total Expenses

Total expenses increased by 90.19% from ₹ 116.44 crores for Fiscal 2021 to ₹ 221.46 crores for Fiscal 2022, on account of increase in the depreciation and amortization expense, employee benefits costs, costs of services and other expenses.

Costs of services

Costs of services increased by 72.32% from ₹ 79.87 crores for Fiscal 2021 to ₹ 137.63 crores for Fiscal 2022, primarily attributable to increase in operations.

Depreciation and Amortization Expense

Depreciation and amortization increased by 143.59% from ₹ 30.56 crores for Fiscal 2021 to ₹ 74.44 crores for Fiscal 2023, on account of an increase in the asset base.

Employee Benefit Expenses

Employee benefit expenses increased by 48.87% from ₹ 3.99 crores for Fiscal 2021 to ₹ 5.94 crores for Fiscal 2022, primarily attributable to increase in manpower count and corresponding increase in salaries and wages, contribution to provident and other funds and staff welfare expenses.

Other expenses

Other expenses increased by 70.79% from ₹ 2.02 crores for Fiscal 2021 to ₹ 3.45 crores for Fiscal 2021, primarily on account of decrease in warehousing and distribution expenses and increase in building repairs and maintenance, insurance and hire charges.

Profit for the year

As a result of the factors outlined above, our profit for the year increased by 77.12% from ₹ 3.19 crores for Fiscal 2021 to ₹ 5.65 crores for Fiscal 2022.

Cash Flows

The following table sets forth certain information relating to the cash flows of the Trust on a combined basis for the periods indicated:

(*In ₹ crores*)

Particulars	**Financial Year ended March 31,**		
	2023	**2022**	**2021**
Net cash (used in) operating activities	(74.29)	(137.97)	(40.80)
Net cash (used in) investing activities	(2,619.36)	(1,228.86)	(701.66)
Net cash (used in) financing activities	Nil	Nil	Nil

Net cash (used in) / generated from operating activities

Net cash used in operating activities for Fiscal 2023 was ₹ 74.29 crores. Our net profit before tax was ₹ 13.57 crores which was adjusted for (i) depreciation and amortization expense of ₹ 183.54 crores, (ii) trade and other receivables of ₹ (271.52) crores, and (iii) trade and other payables of ₹ 0.12 crores.

Net cash used in operating activities for Fiscal 2022 was ₹ 137.97 crores. Our net profit before tax was ₹ 5.65 crores which was adjusted for (i) depreciation and amortization expense of ₹ 74.44 crores, (ii) trade and other receivables of ₹ (218.29) crores, and (iii) trade and other payables of ₹ 0.23 crores.

Net cash used in operating activities for Fiscal 2021 was ₹ 40.80 crores. Our net profit before tax was ₹ 3.19 crores which was adjusted for (i) depreciation and amortization expense of ₹ 30.56 crores, (ii) trade and other receivables of ₹ (75.52) crores, and (iii) trade and other payables of ₹ 0.97 crores.

Net cash (used in)/ generated from investing activities

Net cash used in investing activities for Fiscal 2023 was ₹ 2,619.36 crores, primarily due to purchase of property, plant and equipment relating to the warehouse assets.

Net cash used in investing activities for Fiscal 2022 was ₹ 1,228.86 crores, primarily due to purchase of property, plant and equipment relating to the warehouse assets.

Net cash used in investing activities for Fiscal 2021 was ₹ 701.66 crores, primarily due to purchase of property, plant and equipment relating to the warehouse assets.

Capital Expenditure

The capital expenditure by the Warehouse SPV has historically been principally due to the addition of warehousing project sites to its portfolio during the respective period. In the Fiscals 2023, 2022 and 2021, the combined capital expenditure of the Warehouse SPV was as follows:

(*In ₹ crores*)

Particulars	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Property, Plant and Equipment, including Capital work-in-progress	2,619.36	1,228.86	701.66

Indebtedness

The Proposed Trust Group has not availed any debt in the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021.

Sufficiency of Working Capital

The Trust will raise funds through appropriate manner to meet its working capital requirements. The Investment Manager has confirmed that the Trust has the ability to meets its working capital requirements for at least 12 months from the date of allotment of the Units through such fund raise.

Historical and planned capital expenditure

We do not anticipate any further capital expenditures for the Warehouse SPV as at March 31, 2023.

Contingent Liabilities and Off-Balance Sheet Transactions

We do not have any contingent liabilities and off-balance sheet transactions.

Related Party Transactions

We have in the past engaged, and in the future may engage, in related party transactions. For a description of our related party transactions, see the section entitled "*Related Party Transactions*" on page 179.

Seasonality

Our financial results are not affected by seasonality.

Unusual or Infrequent Events or Transactions

Except as described in this Draft Placement Memorandum, there have been no events or transactions to our knowledge which may be described as "unusual" or "infrequent".

Total Turnover of each Major Industry Segment in which we operate

We have one primary business segment, namely the warehouse sector. For further information, please see the section entitled "*Industry Overview*" and "*Business*" on pages 122 and 141, respectively.

Known Trends or Uncertainties

Other than as described in the section entitled "*Risk Factors*" on page 52 and this section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" on page 166, to our knowledge there are no known trends or uncertainties that have or had or are expected to have a material adverse impact on our revenues or income from continuing operations.

Quantitative and Qualitative Disclosure about Financial Risks

The Proposed Trust Group's activities expose them to a variety of financial risks, including credit risk and liquidity risk. The Proposed Trust Group's risk management is carried out as per policies approved by the management. The Proposed Trust Group identifies, evaluates and mitigates financial risks in close co-operation with its operations team. The Proposed Trust Group's overall risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the Proposed Trust Group's financial performance. This section presents information about the risks associated with their financial instruments, the Warehouse SPV's objectives, policies and processes for measuring and managing risk, and the Warehouse SPV's management of capital.

Credit Risk

Credit risk is the risk that a customer or counterparty to a financial instrument fails to perform or pay the amounts due causing financial loss to the Proposed Trust Group. Credit risk arises from Proposed Trust Group's activities in investments, dealing in derivatives and receivables from customers. The Proposed Trust Group ensures that services are rendered to customers with appropriate creditworthiness. Investment and other market exposures are managed against counterparty exposure limits. Credit information is regularly shared between businesses and finance function, with a framework in place to quickly identify and respond to cases of credit deterioration. The Proposed Trust Group has a prudent and conservative process for managing its credit risk arising in the course of its business activities. The Proposed Trust Group restricts its fixed income investments in liquid securities carrying high credit rating

Liquidity risk

Liquidity risk arises from the Proposed Trust Group's inability to meet its cash flow commitments on the due date. The Proposed Trust Group maintains sufficient cash, marketable securities and committed credit facilities. It uses a range of products to ensure efficient funding from across well-diversified markets. Treasury monitors rolling forecasts of the Proposed Trust Group's cash flow position and ensures that the Proposed Trust Group is able to meet its financial obligation at all times including contingencies. The Proposed Trust Group's liquidity is managed centrally with operating units forecasting their cash and liquidity requirements. Treasury pools the cash surpluses and arranges to either fund the net deficitor invest the net surplus in a range of short-dated, secure and liquid instruments including short-term bank deposits and similar instruments. The portfolio of these investments is diversified to avoid concentration risk in any one instrument or counterparty

Future Relationships between Expenditure/Costs and Income

Other than as described in the sections "*Risk Factors*" and "*Management's Discussion and Analysis of Factors affecting the Financial Condition, Results of Operations and Cash Flows*" on pages 52 and 166, to our knowledge there are no known factors which will have a material adverse impact on our operations or finances.

New Services or Business

Other than as described in the section "*Our Business*" on page 141, there are no new services or business in which we operate.

Competitive Conditions

We expect competitive conditions in our industry to intensify further as new entrants emerge and as existing competitors seek to emulate our InvIT business model and offer similar services and investment opportunities. For further details, please refer to the sections "*Risk Factors*" and "*Our Business*" on pages 52 and 141, respectively.

Significant economic changes that materially affected or are likely to affect income from continuing operations

Other than as described in this section and in "*Risk Factors*", "*Industry Overview*" and "*Our Business*" on pages 52, 122 and 141 respectively, there have been no significant economic changes that materially affected or are likely to affect income from continuing operations

Significant dependence on a single or few suppliers or customers

Immediately upon listing of the Units, RRVL will be the sole customer of the SPV and till the time the SPV gets new customers for spare capacity as defined in WUA, the SPV will get all of its revenues from RRVL.

Significant Developments after March 31, 2023

To our knowledge, there has been no material development after the date of the Special Purpose Combined Financial Statements.

Except as disclosed above and elsewhere in this Draft Placement Memorandum, there is no subsequent development after the date of our financial statements contained in this Draft Placement Memorandum which we believe has affected, or is likely to affect, materially and adversely, our operations or profitability, or the value of our assets, or our ability to pay our material liabilities within the next 12 months.

The Trust and the Investment Manager confirm that there has been no material change in the contingent liabilities since March 31, 2023, being the date of latest financial information included in this Draft Placement Memorandum.

The Trust and the Investment Manager confirm that there has been no material change in the capital and other commitments since March 31, 2023, being the date of latest financial information included in this Draft Placement Memorandum.

The month-wise revenue for the Warehouse SPV from the date of the latest financial statements included in this Draft Placement Memorandum until the completed month before the filing of this Draft Placement Memorandum has been provided below:

Months ended	**(in ₹ millions)**
April 2023	Nil
May 2023	Nil
June 2023	Nil
July 2023	Nil
Total	Nil

RELATED PARTY TRANSACTIONS

In terms of Regulation 2(1)(zv) of the InvIT Regulations, related party shall be as defined as under the Companies Act, 2013 or under the applicable accounting standards and shall also include: (i) Parties to the Trust; and (ii) promoters, directors, and partners of the Parties to the Trust. Further, related parties also include such persons and entities as defined in terms of the applicable accounting standards, being Ind AS 24 on "*Related Party Disclosures*" ("**Related Parties**") in relation to related party transactions. For further details in relation to related party transactions, please see Special Purpose Combined Financial Statements as Annexure A. The Parties to the Trust, may, from time to time, enter into related party transactions, in accordance with applicable law.

Procedure for dealing with Related Party Transactions

The the IM Board has adopted the RPT Policy pursuant to its resolution dated August 17, 2023.

The key terms of the RPT Policy are provided below:

(i). All future related party transactions shall be:

(a). on an arm's length basis;
(b). in accordance with the relevant accounting standards;
(c). in the best interest of the Unitholders;
(d). consistent with the strategy and investment objectives of the Trust; and
(e). compliant with applicable law.

(ii). An internal control system will be established so as to ensure that future related party transactions are compliant with the InvIT Regulations and applicable accounting standards. Further, meetings of the Unitholders shall be convened in accordance with Regulation 22 of the InvIT Regulations, and records pertaining to such meetings shall be maintained in the manner prescribed. The Investment Manager shall also ensure compliance with any additional guidelines issued in this regard by SEBI and other relevant regulatory, statutory or governmental authorities from time to time.

(iii). If the value of funds borrowed from related parties in a financial year exceeds 5% of the total consolidated borrowings of the Trust, any holding company and the special purpose vehicle, or any other threshold provided in the InvIT Regulations, approval from the Unitholders shall be obtained prior to entering into any such subsequent transaction with any related party, in accordance with Regulation 22 of the InvIT Regulations.

(iv). If the total value of all the related party transactions in a financial year pertaining to acquisition or sale of assets, whether directly or through a holding company or special purpose vehicle, or investments into securities, exceeds 5% of the value of the assets of the Trust or any other threshold provided in the InvIT Regulations, approval from the Unitholders shall be obtained prior to entering into any such subsequent transaction with any related party, in accordance with Regulation 22 of the InvIT Regulations.

(v). The Investment Manager will maintain a register to record all related party transactions entered into by the Trust and the basis on which they are entered into.

(vi). The Investment Manager will also incorporate into its internal audit plan, if any, a review of all related party transactions entered into by the Trust during each financial year.

Potential Conflict of Interest

(i). All resolutions in writing of the board of the Investment Manager in relation to matters concerning related party transactions of the Trust must be approved by a majority of the directors of the Investment Manager.

(ii). Where matters concerning the Trust relate to transactions entered into or to be entered into by the Investment Manager for and on behalf of Trust with a Related Party, the Board is required to consider the terms of the transactions to satisfy itself that the transactions are conducted in accordance with the parameters provided in the RPT Policy.

(iii). As part of its review of the internal audit reports at least quarterly in each financial year, the Committee / Board will review the internal audit reports of the implementation of the agreements to acquire assets from the Sponsor to ensure compliance.

Disclosure and Reporting

(i) Quarterly reports on the activities of the Trust, including the status of compliance with the requirements specified under the InvIT Regulations in relation to related party transactions, within such time as may be prescribed in the InvIT Regulations and applicable law shall be submitted to the Trustee.

(ii) Related party transactions shall be disclosed to the Unitholders periodically, in accordance with the InvIT Regulations. The details of any fees or commissions received or to be received by such related party(ies) shall be adequately disclosed.

(iii) In terms of the InvIT Regulations, the annual report to be submitted to all Unitholders, electronically or by physical copies, shall contain, inter alia, details of all related party transactions, including acquisitions or disposal of any projects, directly or through SPVs during the year, the value of which exceeded five percent of value of the assets of the Trust.

Related Party Transactions

Present and On-going Related Party Transactions

Related Party Transactions of the Trust in relation to the setting up of the Trust and this Issue

A number of present and on-going transactions with certain Related Parties have been, or will be, entered into in relation to the setting up of the Trust. The Trustee and the Investment Manager confirm that the following related party transactions have been, or shall be, entered into, on an arm's length basis in accordance with the relevant accounting standards, in the best interest of the Unitholders, consistent with:

(A) Share Purchase Agreement

Please see the section entitled "*Related Party Transactions - Acquisition of the Warehouse SPV by the Trust*" on page 180 for a description of the terms of the Share Purchase Agreement.

(B) Indenture of Trust

Please see the section entitled "*Parties to the Trust – Key Terms of the Indenture of Trust*" on page 80 for a description of the terms of the Indenture of Trust.

(C) Investment Management Agreement

Please see the section entitled "*Parties to the Trust - Key Terms of the Investment Management Agreement*" on page 92 for a description of the terms of the Investment Management Agreement.

(D) Project Implementation and Management Agreement

Please see the section entitled "*Parties to the Trust – Key Terms of the Project Implementation and Management Agreement*" on page 101 for a description of the terms of the Project Implementation and Management Agreement.

(E) Trust Loan Agreements

Please see the section entitled "*Formation Transactions in relation to the Trust – Utilisation of Issue Proceeds and InvIT Loan*" on page 21 for a description of the terms of the Trust Loan Agreements.

Acquisition of the Warehouse SPV by the Trust

Asset Purchase and Sale Agreement

The Sponsor and the Warehouse SPV has entered into an asset purchase and sale agreement dated August 17, 2023 (the "**Asset Purchase and Sale Agreement**") to sell, transfer and convey the Logistics Infrastructure to the Warehouse SPV in accordance with the terms, conditions and provisions set forth in the Asset Purchase and Sale Agreement. The key terms of the Asset Purchase and Sale Agreement are disclosed below:

Description of Logistics Infrastructure :

The Logistics Infrastructure shall include the following:

S. No.	Logistics Infrastructure	Consideration (in ₹ crore)
1.	Leasehold Improvements	1,240.26

S. No.	Logistics Infrastructure	Consideration (in ₹ crore)
2.	Electrical Installations	631.00
3.	Equipment	1,762.74
4.	Furniture and Fixtures	519.34
5.	Plant and Machinery	108.00
Total		**4,261.34**

Representations and Warranties

The Sponsor and the Warehouse SPV represent that:

(i) it has the capacity and all necessary power and authority to enter into Asset Purchase and Sale Agreement;
(ii) the execution of the Asset Purchase and Sale Agreement has been duly authorised by all necessary corporate action on its part; and
(iii) the Asset Purchase and Sale Agreement has been duly and validly executed and delivered by it, and constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Each party to the Asset Purchase and Sale Agreement warrants to the other party that the execution and delivery by it of this Agreement will not violate or conflict with any applicable law, any provisions of its constitutional documents, or any order or judgement of any governmental authority applicable to it.

In addition, the Sponsor represents and warrants to the Warehouse SPV that that the Sponsor has the requisite title to all Logistics Infrastructure transferred pursuant to the Asset Purchase and Sale Agreement which is necessary for the Warehouse SPV to acquire good and marketable title to such Logistics Infrastructure. The Sponsor agrees to indemnify the Warehouse SPV, up to a maximum of the consideration received in terms of the Asset Purchase and Sale Agreement, against any direct and material loss that the Warehouse SPV incurs before the third anniversary of completion of the sale and purchase of the Logistics Infrastructure under Asset Purchase and Sale Agreement as a reasonably foreseeable consequence of the breach of this warranty.

Liability

a. The Sponsor has agreed and acknowledged that the transaction contemplated in the Asset Purchase and Sale Agreement is limited to the sale and purchase of the Logistics Infrastructure and is not a transfer of business or undertaking as a going concern. The Sponsor and the Warehouse SPV agreed that nothing contained in the Asset Purchase and Sale Agreement shall be construed to mean that the Warehouse SPV has either (i) purchased (or is obligated to purchase) any asset other than the Logistics Infrastructure; or (ii) taken over or assumed any liabilities, duties and/or obligations (whether present or future, actual or contingent) in relation to, or connected with, or arising from, the Logistics Infrastructure pertaining to the period prior to the Closing Date.

b. The Warehouse SPV confirms that on and from the closing date, the Sponsor does not and shall not have any responsibility for the Logistics Infrastructure except for the liabilities. The Warehouse SPV acknowledged and confirmed that on and from the closing date it has assumed and become responsible for all obligations relating to, or attributable, to the Logistics Infrastructure save and except any liabilities. The Sponsor acknowledged and confirms that on and from the closing date, it shall keep the Warehouse SPV indemnified in respect of the liabilities.

c. In no event, shall either party be liable to the other party for loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, or any other indirect, incidental or consequential damages, costs, losses or expenses, whether arising in contract, tort, breach of statutory duty or otherwise.

Share Purchase Agreement

The Trust (acting through the Trustee) has entered into a share purchase agreement dated August 17, 2023 (the "**Share Purchase Agreement**") with the Trust (acting through its Trustee), the Investment Manager, the Sponsor and the Warehouse SPV to acquire 100% of the equity share capital of the Warehouse SPV (the "**Sale Shares**") from the Sponsor no later than one day from the closing of the Issue (the "**SPA Closing Date**"), the Trust shall receive full legal and beneficial ownership of the SPA Sale Shares free and clear of all encumbrances (the "**SPA Transaction**").

Consideration: The Trust shall pay ₹ 100.00 crore as consideration for the Sale Shares as of the Closing Date (the "**Purchase Consideration**").

The parties to the Share Purchase Agreement agree that Closing (as defined in the Share Purchase Agreement) is subject to and shall not take place unless the following conditions are fulfilled prior to the issuance of the updated draft placement memorandum in accordance with the SEBI InvIT Regulations as part of the private placement offer:

(i). the Warehouse SPV shall have conducted a rights issue of equity shares to the Sponsor, and the Sponsor shall have subscribed to such issuance, to ensure that the equity share capital of the Warehouse SPV amounts to ₹ 100 crores; and

(ii). the Warehouse SPV shall have issued and the Sponsor shall have subscribed to 50,000,000 fully paid-up, cumulative, participating and optionally convertible preference shares of face value of ₹ 10 each having the terms set forth in Schedule 1 of the Shareholder and Option Agreement.

Representations and Warranties: The representations and warranties provided by the Trust and the Investment Manager under the Share Purchase Agreement, included:

(i). due registration as an infrastructure investment trust and due authorisation for the consummation of the SPA Transaction;
(ii). non-contravention of trust deed, applicable law, agreements to which such entity is a party; and
(iii). representations in relation to solvency.

Further, the Sponsor has represented and warranted that:

(i). it is duly incorporated and validly existing under the laws of India and has all the requisite powers required to carry on its operations, as currently conducted;
(ii). execution, delivery and performance by, and the consummation by it, of the transactions contemplated under the Share Purchase Agreement are within its respective corporate or charter powers and have been duly authorized by all necessary actions;
(iii). execution, delivery and performance by it of the Share Purchase Agreement and the consummation by each of them of the transactions contemplated therein does not violate the certificate of incorporation, memorandum of association and the articles of association, the bylaws or the trust deeds, as the case may be, applicable law, any agreement to which any of them is a party, or violate any order, judgment or decree of any court or government entity by which any of them is bound or is obliged to act;
(iv). it is the sole, legal and beneficial owner of its respective number of the SPA Sale Shares and the SPA Sale Shares held by it are fully paid up, free and clear of all encumbrances. There is no arrangement or commitment to give or create any encumbrance and no claim had been made by any person to be entitled to any such encumbrance;
(v). no facts or circumstances exist, or to the best of its knowledge is contemplated, or threatened which will lead to an insolvency event for the Sponsor; and
(vi). there are no tax proceedings pending against it that may adversely affect the transfer of the SPA Sale Shares or render the SPA Transaction void under Section 281 of the Income Tax Act.

Indemnity: Pursuant to the Share Purchase Agreement, the Sponsor has agreed to indemnify the Trust (acting through its Trustee) and the Investment Manager and their respective directors and employees from and against any and all losses directly incurred by them, resulting from any misrepresentation or breach of warranties given by the Sponsor. In relation to the indemnities provided:

(i). the Trust and the Investment Manager shall take all reasonable steps to mitigate the loss suffered as a consequence of the breach of the terms of Share Purchase Agreement;
(ii). the Sponsor shall not be liable for any punitive, incidental, consequential, special or indirect damages;
(iii). the maximum liability of each of the Sponsor shall not exceed the amount of the relevant Purchase Consideration received by the respective Sponsor; and
(iv). the Sponsor will not be responsible for any losses incurred as a result of an act or omission by any of them upon the receipt of specific written instructions of the Trust or the Investment Manager.

The indemnification obligations of the Sponsor will be the exclusive monetary remedy available to the Trust and the Investment Manager for any loss that they may suffer on account of breach of the Share Purchase Agreement.

Shareholders' and Option Agreement

The Trust (acting through the Trustee) has entered into a shareholders' and option agreement dated August 17, 2023 (the "**SHOA**") with the Sponsor, the Investment Manager and the Warehouse SPV to set out inter-se rights and obligations of the Trust and the Sponsor in relation to the Warehouse SPV, including the right of the Sponsor to purchase the entire shareholding of the Trust in the Warehouse SPV and the right of the Trust to transfer its entire shareholding in the Warehouse SPV to the Sponsor in accordance with the terms of the SHOA.

The parties to the SHOA have acknowledged that the Trust is required to comply with the InvIT Regulations. Accordingly, the rights and obligations under the SHOA shall not prevent the Trust from complying with the provisions of the InvIT Regulations. In the event of any inconsistency between any provision of the SHOA and the InvIT Regulations, the provisions of the InvIT Regulations shall prevail, and the parties to the SHOA shall not be required to comply with such provision of the SHOA only to the extent that such provision conflicts conflict with the InvIT Regulations. The parties to the SHOA further acknowledge that to the extent that there is any inconsistency between the SHOA and the InvIT Regulations, the SHOA shall be amended in writing to ensure that the SHOA is in compliance with the InvIT Regulations at all times.

Trigger Events:

(a). *Company Trigger Event*:

Company Trigger Event means cancellation of the registration of the Trust by SEBI where such cancellation is attributable to acts/ omissions by any person (not forming part of the Reliance group and Investment Manager) and such cancellation has not been stayed/ set aside by a competent government entity within 120 days of the relevant order being passed by SEBI; (ii) receipt of written notice by the Trust from any of the lenders under the InvIT Loan Agreement exercising their rights to accelerate repayment of its loan under the said InvIT Loan Agreement; and (iii) a default of payment by the Warehouse SPV towards any external lenders under financing documents, provided such default is not attributable to the Sponsor.

(b). *Reliance Trigger Event*:

Reliance Trigger Event means the occurrence of any of the following events:

(i). any non-payment by the Sponsor to the Warehouse SPV of amounts due under the WUA which remains unrectified for a continuous period of 30 business days from the date of receipt of written notice in this regard by the Sponsor from the Warehouse SPV.

(ii). receipt of written notice by the Warehouse SPV from any senior lender exercising its right to accelerate repayment of its loan under the relevant Financing Document (as defined in the SHOA), on account of breach by the Warehouse SPV of its obligations pursuant to the said Financing Document;

(iii). non-payment of any amount of loan availed by the Warehouse SPV from the Trust in breach of the trust financing documents (as defined in the SHOA), which non-payment remains unrectified for a continuous period of 30 days from the date of receipt of written notice in this regard by the Warehouse SPV;

(iv). petition for corporate insolvency resolution process against the Sponsor being admitted by the relevant authority pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016;

(v). petition for corporate insolvency resolution process being filed against the Warehouse SPV or the Sponsor or by any of their respective financial creditor(s) in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016, which is not withdrawn or dismissed within 60 business days of such filing;

(vi). admission of a petition for corporate insolvency resolution process against the Warehouse SPV or the Sponsor initiated by any of their operational creditors pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016;

(vii). breach of sub-point (b), (c) and sub-point (e) of "*Other Covenants*" set out below;

(viii). amendment of the InvIT Loan Agreement which materially and adversely affects the returns of the Unitholders;

(ix). the Sponsor (or its nominee) failing to make payment to the senior lenders in terms of the WUA and such failure resulting in immediate acceleration of the loan repayments under the relevant Financing Documents;

(x). breach of certain covenants of Trust Loan-I Agreement and Trust Loan-II Agreement by the Waregouse SPV;

(xi). cancellation of the registration of the Trust by SEBI where such cancellation is attributable to acts/ omissions of any member of the Reliance group holding Units in the Trust and such cancellation has not been stayed/ set aside by a competent government entity within 120 days of the relevant order being passed by SEBI. It is clarified that any cancellation order passed by SEBI for any acts/ omissions by any person (not forming part of the Reliance group) in the Trust shall not constitute a Reliance Trigger Event;

(xii). the Warehouse SPV or the Sponsor ceasing to carry on any business; and

(xiii). commencement of voluntary liquidation of the Sponsor.

(c). *Intermediate Trigger Event*:

Intermediate Trigger Event means the occurrence of either the Reliance Trigger Event or the Company Trigger Event.

(i). Upon the occurrence of an Intermediate Trigger Event, the Trust (through the Investment Manager) shall have the right to issue a notice in writing (the "**Intermediate Trigger Notice**") to the Sponsor and the Warehouse SPV, specifying the details of (a) the Intermediate Trigger Event that has occurred; (b) the Trust's bank account; (c) the assignment consideration, as defined in the SHOA, along with supporting documents evidencing such calculation of assignment consideration; and (d) the mutually agreed date on which the closing should occur, being not less than 50 days from the date of issue of the Intermediate Trigger Notice by the Trust, in accordance with the SHOA, and if no date is mutually agreed, then on the date falling on the 60th (sixtieth) Business Day, as defined in the SHOA, from the date of issue of the Intermediate Trigger Notice ("**Intermediate Closing Date**"). The Trust shall be entitled to issue the Intermediate Trigger Notice only if the Intermediate Trigger Event subsists at the time of issuance of such notice.

(ii). Upon issuance of the Intermediate Trigger Notice, the parties shall undertake certain actions, such as:

- The Warehouse SPV shall, within 5 (five) Business Days, as defined in SHOA, provide to the Sponsor a written statement specifying the (i) the total outstanding borrowings of the Warehouse SPV; and (ii) fair market value of all the Equity Shares and Preference Shares (each as defined in the SHOA) and any other securities of Warehouse SPV (collectively, "**Shares**") held by the Trust and/or its affiliates in the Warehouse SPV (the "**Trust Shares**"), as determined by an option valuer appointed by the Warehouse SPV ("**Company Statement**"). The Sponsor shall provide its observations on the Company Statement within 15 days of receipt and the Warehouse SPV and the Trust shall co-operate with the Sponsor and promptly provide any and all information and documents as may be reasonably requested by it for verifying the Company Statement. In the event of any disagreement between the Sponsor and the Warehouse SPV on the Company Statement, the Warehouse SPV and the Sponsor shall mutually appoint an option valuer within 15 days of such disagreement to determine the final Company Statement. In the event the Warehouse SPV and the Sponsor are unable to mutually agree on an option valuer within the timelines specified above, then the Sponsor and the Warehouse SPV shall promptly thereafter jointly approach the then statutory auditor of the Warehouse SPV to nominate one of the option valuers (other than itself) within 5 days of it being approached for the same. The option valuer nominated by the then statutory auditor of Warehouse SPV shall be final and binding on the Warehouse SPV and the Sponsor. The option valuer will be instructed to determine the final Company Statement within a period of 10 days from its appointment and the decision of the option valuer shall be final and binding on the parties to the SHOA. The cost of the option valuer shall be borne equally by the Warehouse SPV and the Sponsor.

- The Trust and the Sponsor (or any person nominated by the Sponsor for the purposes of the SHOA, the "**Reliance Nominee**"), as applicable, shall execute all deeds and documents as may be required by the Sponsor or the Reliance Nominee to assign or novate the rights of the Trust under the Trust Loan Agreements in favour of the Sponsor or the Reliance Nominee with effect from the Intermediate Closing Date.

- The parties to the SHOA shall make commercially reasonable efforts to procure the necessary approvals, if any, required from the government entity or any other person for completion of the actions on the Intermediate Closing Date (including the Investment Manager for the transfer of Trust Shares) and parties to the SHOA shall cooperate with each other in good faith and provide reasonably requested information and assistance to each other to obtain such approvals. The Parties agree that if there is any condition attached to any regulatory approval, the Parties shall act in good faith and reasonably comply with such condition in a timely manner; and

- In the event that any of the senior lenders of the Warehouse SPV require repayment of their loan (in whole or part) as a condition to providing their consent under any Financing Documents for consummation of acquisition of the Trust Shares, then the Sponsor or the Reliance Nominee shall take necessary steps to repay such loans as a part of the closing actions and the Sponsor or the Reliance Nominee, as the case may be, shall stand subrogated to lenders' rights under the Financing Documents and Warehouse SPV shall cause each of the lenders to sign necessary documents as may be required to perfect such subrogation.

However, in the event relevant approvals are not procured or are in the process of being obtained, within the aforesaid time period, then the Intermediate Closing Date shall automatically stand extended by the time taken to complete such events

The parties to the SHOA shall consummate the actions as provided under the SHOA on the Intermediate Closing Date.

(iii). Notwithstanding anything to the contrary contained in sub-point (c)(i) and (ii) above, on the expiry of 60 Business Days (as defined in the SHOA), from the occurrence of an Intermediate Trigger Event (whether or not the Intermediate Trigger Notice has been issued by the Trust to the Warehouse SPV and the Sponsor), the provisions of sub-points (c)(i) and (c)(ii), shall cease to become applicable *in toto* and unless the actions to be completed on the Intermediate Closing Date have already been consummated in full by such time, no further act or deed will be required to be performed or completed by any party including the Trust, Sponsor and/or the Warehouse SPV in respect of the matters specified in sub-points (c)(i) and (c)(ii) above.

Options:

(a). <u>*Put Option for Trust Shares*</u>

(i). On and from the expiry of 30 years from the SHOA Closing Date (the "**Option Event Date**"), the Trust shall be entitled (but not obligated) to require the Sponsor (or the Reliance Nominee, as applicable) to purchase the Trust Shares for the Trust Shares Consideration, and the Sponsor (or the Reliance Nominee, as applicable) shall be obligated to purchase the Trust Shares from the Trust, in accordance with the SHOA ("**Put Option**").

(ii). The Trust may exercise the Put Option at any time after the Option Event Date, unless the Sponsor or the Reliance Nominee has issued a Call Notice, as defined below, by issuing an irrevocable notice in writing ("**Put Notice**") to the Sponsor (with a copy to the Warehouse SPV) along with details of Trust's bank account. Upon the receipt of the Put Notice and no later than 3 Business Days thereafter, the Sponsor or the Reliance Nominee (as the case may be) shall provide to the Trust in writing, the details of Reliance's Demat Account

(iii). Upon the issue of the Put Notice by the Trust, the parties shall be obligated to consummate the Put Option in accordance with the terms and conditions as specified in the SHOA.

(b). <u>*Call Option for Trust Shares*</u>

(i). On and from the Option Event Date, the Sponsor shall be entitled (but not obligated) to require the Trust to sell to the Sponsor (or the Reliance Nominee, if applicable), the Trust Shares, in accordance with the SHOA ("**Call Option**").

(ii). Unless the Trust has issued a Put Notice pursuant to clause (a) (ii) above, RIL may exercise the Call Option at any time after the Option Event Date, by issuing an irrevocable notice in writing ("**Call Notice**") to the Trust (with a copy to the Warehouse SPV) along with details relating to: (i) the identity of the Reliance Nominee, if any, along with necessary details of the Reliance Nominee, and (ii) the demat account maintained by the Sponsor or the Reliance Nominee, as the case may be.

(iii). Upon the issue of a Call Notice by the Sponsor, the parties shall be obligated to consummate the Call Option on the option closing date proposed in the Call Notice, in accordance with the terms and conditions specified in the SHOA (the "**Option Closing Date**").

Following receipt of a Call Notice from the Sponsor, or following issue of a Put Notice, the Trust shall, subject to the provisions of the SHOA, be obligated to ensure that the Trust Shares are free and clear of all encumbrances, as of the Option Closing Date.

Option Closing: Subject to the provisions of the SHOA, on the Option Closing Date the Trust shall sell and the Sponsor or the Reliance Nominee (as the case maybe) shall purchase the Trust Shares free and clear of all encumbrances in accordance with the terms and conditions specified in the SHOA.

Reliance Nominee: The Sponsor, shall be entitled to nominate a Reliance Nominee for the purposes of making remittance and amongst others, acquiring the Trust Shares pursuant to the provisions of the SHOA.

Corporate governance:

Subject to the provisions of the SHOA and the Companies Act, 2013, the board of directors of the Warehouse SPV shall be responsible for the overall management, supervision, direction and control of the Warehouse SPV. The board of directors of the Warehouse SPV shall also have the authority to run the operations of the Warehouse SPV, determine the business strategy and objectives of the Warehouse SPV and take all such decisions as may be required for the operation, management and control of the Warehouse SPV. The Investment Manager shall have the right to nominate the majority of the directors on the board of directors of the Warehouse SPV and RIL shall have the right to nominate one director on the board of directors of the Warehouse SPV.

Other Covenants:

(a). The Trust shall not transfer the Trust Shares to any person directly or indirectly, in any manner, except to the extent provided under the SHOA, in favour of any person, without the prior written consent of the Sponsor.

(b). During the subsistence of the SHOA, the Warehouse SPV shall not and the Trust and the Investment Manager shall procure that none of the actions including, amongst others, are taken or any agreements are entered into by the Warehouse SPV in relation to following:

(i). amendments to the Warehouse SPV's MoA (including the objects clause) or AoA;

(ii). divest or sell, all or substantially all the assets or properties of the Warehouse SPV;

(iii). alter the share capital of the Warehouse SPV;

(iv). terminate any of the transaction documents, other than as provided in the WUA;

(v). Issue or re-classify any shares of Warehouse SPV or change the terms of existing shares of Warehouse SPV, or undertake any reduction, cancellation or buy-back of the shares of the Warehouse SPV, provided however that no approval or consent would be required to undertake any of the foregoing actions for the purposes of making necessary remittances to the holders of Preference Shares (as defined in the SHOA) through means of buy-back and/or redemption of such Preference Shares as permitted under applicable law or as per the terms of issue of such Preference Shares;

(vi). Undertake any corporate reorganisation or restructuring of Warehouse SPV, including merger, amalgamation, demerger, voluntary liquidation, scheme of arrangement and other similar transactions; or any actions that result in the administrative expenses (*viz*. operational expenses excluding charges/fees under the O&M Agreement) and other manpower of Warehouse SPV, exceeding, in aggregate, ₹ 25 crore;

(vii). Create any encumbrance over the shares or other assets of Warehouse SPV, other than to secure debt under the relevant Financing Documents;

(viii). (a) Make investments in subsidiaries or special purpose vehicles; or (b) acquire new assets by way of slump sale or business transfer, except for acquisition by Warehouse SPV of assets (i) of value not exceeding ₹ 100 crore in a financial year, or (ii) disposal of existing assets by the Warehouse SPV of value not exceeding ₹ 100 crore in a financial year in the ordinary course of its business.

(ix). Amend certain clauses of the transaction documents (as defined in the SHOA);

(x). Enter into any new transactions with 'related parties' other than in the ordinary course of business and/ or other than on arms' length basis. Provided that in the event (i) the value of funds borrowed from related parties in a financial year exceeds 5% (five per cent) of the total consolidated borrowings of the Trust, any holding company and the special purpose vehicle, or (ii) the total value of all the related party transactions in a financial year any other threshold provided in the SEBI InvIT Regulations, or pertaining to acquisition or sale of assets, whether directly or through a holding company or special purpose vehicle, investments into securities, exceeds 5% (five per cent) of the value of the assets of the Trust or any other threshold provided in the SEBI InvIT Regulations, approval from the Unitholders shall be obtained prior to entering into any such subsequent transaction with any related party, in accordance with the SEBI InvIT Regulations; and

(xi). Avail working capital fundings in excess of ₹ 100 crore.

(c). The Trust and the Investment Manager agree and undertake that they shall not undertake any of the following:

(i). amend the Indenture of Trust or the Investment Management Agreement which would adversely impact the exercise of their rights under the provisions of the SHOA;

(ii). terminate the Indenture of Trust or the Investment Management Agreement;

(iii). issue Units of the Trust in a single or series of issuances;

(iv). create any encumbrance over the asset of the Trust;

(v). enter into any new transactions with 'related parties' other than in the ordinary course of business and/or other than on arm's length basis;

(vi). take any additional indebtedness (other than InvIT Loan Agreement) at the level of the Trust; and

(vii). undertake a) any investments in subsidiaries or special purpose vehicles including by acquiring any new securities; and/ or (b) acquire any new assets by way of slump sale or business transfer; and/ or (c) or divest assets of the Trust (other than as contemplated under the transaction documents)

Preference shares:

The share capital of the Warehouse SPV, in addition to the Equity Share Capital, shall comprise of 5,00,00,000 fully paid-up cumulative, participating and optionally convertible preference shares of face value ₹ 10 each, having no voting rights, with a term of 20 years from the date of allotment and having such other terms as set out in the SHOA (the "**Preference Shares**"). The existing terms of the preference shares shall be varied on the SHOA Closing Date to be replaced with the with the terms provided under the SHOA. The Trust shall, and shall cause the Warehouse SPV to, take all steps as may be necessary to redeem such number of Preference Shares (from time to time) as may be required to provide the preference shareholder, the returns contemplated in the SHOA. The proceeds from any loans taken by the Warehouse SPV other than under the Financing Documents or Trust Financing Documents (each as defined in the SHOA) will be used for distributions to the Trust or used for general corporate purposes and shall not be used for making any distributions to the holders of the Preference Shares.

Indemnity:

(a). The Trust ("**Trust Indemnifying Party**") shall indemnify, defend and hold harmless the Sponsor and the Reliance Nominee (if applicable) ("**Trust Indemnified Party**") from and against any and all losses incurred or suffered by the Trust Indemnified Party arising out of, resulting from or relating to any misrepresentation or any breach of the warranties of the Trust set out in the SHOA.

(b). The Sponsor and the Reliance Nominee (if applicable) ("**Reliance Indemnifying Party**") shall severally, indemnify, defend and hold harmless the Trust ("**Reliance Indemnified Party**") from and against any and all losses incurred or suffered by the Reliance Indemnified Party arising out of, resulting from or relating to any misrepresentation or any breach of the warranties of the Sponsor and the Reliance Nominee (as applicable) set out in the SHOA.

Termination:

The SHOA may be terminated in whole:

(a). by mutual consent of the parties in writing; or

(b). automatically, and with respect to all parties to the SHOA, upon the Trust ceasing to hold any Shares in the Warehouse SPV post completion of transfer of the Trust Shares to the Sponsor or Reliance Nominee (as the case may be) in accordance with the terms of the SHOA.

Warehouse Use Agreement

The Sponsor and the Warehouse SPV have entered into a warehouse use agreement dated August 17, 2023 (the "**Warehouse Use Agreement**" or "**WUA**"), wherein the Warehouse SPV shall provide the services (as specified in the WUA) to the Sponsor on a non-exclusive basis during the term of the WUA. Please see the section entitled "*Summary of the Warehouse Agreements*" on page 150 for a description of the terms of the WUA.

Potential Conflicts of Interest

The Investment Manager has established certain procedures to deal with conflict of interest issues. For further details on management of potential conflicts of interest, please see the section entitled "– *Procedure for dealing with Related Party Transactions*" on page 179.

REGULATIONS AND POLICIES

The following description is a summary of certain sector specific laws currently in force in India, which are applicable to the business of the Warehouse SPV in the warehousing infrastructure sector. The information detailed in this section has been obtained from publications available in the public domain. The description below may not be exhaustive, and is only intended to provide general information to Bidders, and is neither designed as, nor intended to substitute, professional legal advice. Judicial and administrative interpretations are subject to modification or clarification by subsequent legislative, judicial or administrative decisions. For information regarding regulatory approvals obtained by the Warehouse SPV, please see the section entitled "Regulatory Approvals" on page 191.

Provided below are certain significant legislations, regulations and policies that generally govern the warehousing infrastructure sector in which the Warehouse SPV operates.

Regulatory Framework for the Warehousing Infrastructure Sector

A. Warehousing Regulations

Public Warehouse Licensing Regulations, 2016, the Special Warehouse (Custody and Handling of Goods) Regulations, 2016, the Private Warehouse Licensing Regulations, 2016 and Manufacture and Other Operations in Special Warehouse Regulations, 2020 govern the issuance of public, private and special warehouse licenses to different category of applicants. The Warehousing Regulations stipulate the conditions for grant of warehouse licenses and also set out the requirements in relation to validity, surrender and transferability of the said licenses.

B. Warehousing (Development and Regulation) Act, 2007

The Warehousing Act, read with Registration of Warehouses Rules, 2017 prescribes, *inter alia*, the form and manner of registration, development and regulation of warehouses.

C. Guidelines for setting up ICD/CFS in India

CBIC has issued new set of policy and guidelines for setting up of inland container depots ("**ICDs**"), container freight stations ("**CFSs**") and air freight stations ("**AFSs**") *vide* Circular No. 50/2020 dated November 5, 2020 read with Circular No. 06/2021 dated February 22, 2021. It lays down various criterion for new approvals, applications and procedures for approval, post approval obligation and regulatory compliances for setting up of stations.

D. National Building Code of India, 2016 ("NBC")

The NBC provides guidelines for among others, regulating the building construction activities across the country. The NBC primarily contains administrative regulations, development control rules and general building requirements, fire safety requirements, stipulations regarding materials, structural design and construction (including safety), building and plumbing services, landscape development, signs and outdoor display structures, guidelines for sustainability, and asset and facility management. Further, the NBC provides the guidelines for the occupation and usage of the premises.

E. PM Gati Shakti - National Master Plan for Multi-modal Connectivity

Pursuant to the budget announcement for the Financial Year 2021-22 by the Minister of Finance, the 'PM Gati Shakti – National Master Plan for Multi-modal Connectivity' was introduced. This is proposed to be implemented as a digital platform to bring 16 ministries together for integrated planning and coordinated implementation of infrastructure connectivity projects. The approach shall be driven by seven engines, namely, roads, railways, airports, ports, mass transport, waterways, and logistics infrastructure for economic transformation, seamless multimodal connectivity, and logistics efficiency. The proposed policy aims to benefit the logistics industry by bringing the data exchange among all mode operators on a 'unified logistics interface platform' ("**ULIP**"), designed for 'application programming interface' ("**API**"). If implemented, this shall provide for efficient movement of goods through different modes, reducing logistics cost and time, assisting 'just-in-time' inventory management, and in eliminating tedious documentation. Further, this will provide real time information to all stakeholders, and improve international competitiveness. Open-source mobility stack, for organizing seamless travel of passengers, will also be facilitated.

The contracts for implementation of multimodal logistics parks at four proposed locations through the PPP-model is proposed to be awarded in 2022-23. Furthermore, 100 PM GatiShakti cargo terminals for multimodal logistics facilities is also planned to be developed during the next three years.

REGULATIONS PERTAINING TO TRANSPORTATION OF GOODS

A. Carriage by Road Act, 2007

The Carriage by Road Act, 2007, as amended, ("**CBRA**") was enacted to regulate common carriers, limiting their liability and declaration of value of goods delivered to them and determine their liability for loss of, or damage to, the goods caused by negligence or criminal acts by them, their servants or their agents. The CBRA defines a common carrier as a person engaged in the business of collecting, storing, forwarding or distributing goods to be carried by goods carriages under a goods receipt or transporting for hire of goods from place to place by motorized transport on road. Further, as per the CBRA, the definition of goods includes containers. The CBRA requires every person engaged in the business of common carrier to obtain a certificate of registration from the state transport authority or a regional transport authority constituted under the Motor Vehicles Act, 1988 ("**MV Act**"). The CBRA limits the liability of the common carrier to any amount prescribed in this regard, based on value, freight and nature of goods, documents or articles in the consignment unless the consignor has undertaken to pay a higher risk rate fixed by the common carrier.

The Carriage by Road Rules, 2011 ("**CBRR**") prescribe the conditions for registration of common carrier and further states that the liability of the common carrier for loss of or damage to any consignment would be limited to 10 times the freight payable or paid, provided that the amount so calculated shall not exceed the value of the goods as declared in the forwarding note. The CBRR also provides the amount payable by the common carrier on account of partial loss, partial damage, perishable goods and loss of documents with the consignment.

B. MV Act and related regulations

The MV Act was enacted to ensure road safety and accordingly lays down norms for safety including speed limits and traffic regulations and empowers the state or the central government or any authority, constituted under the MV Act to make rules in accordance with the MV Act and to restrict the use of vehicles in the interest of public safety or convenience. The MV Act requires every vehicle to be registered and insured and for every person driving a motor vehicle to obtain a license from the appropriate licensing authority. Further, the MV Act empowers the state Governments to control road transport by issuing direction to the state and regional transport authorities regarding fixing of fares and freights for stage carriages, contract carriages and goods carriages, prohibiting or restricting long distance goods traffic or of specified goods by goods carriages or any other matter that the state government may deem necessary for regulation of motor transport or for co-ordination with other means of transport and to make rules regulating the construction, equipment and maintenance of motor vehicles, amongst others. Furthermore, the MV Act recognizes the principle of 'no-fault liability' and does not require proof of any wrongful act, neglect or default on part of the owner of the motor vehicle for imposition of liability in case of death or permanent disability.

The Central Motor Vehicle Rules, 1989 ("**CMV Rules**"), as amended, lay down the procedure for obtaining driver's license, the general conditions to be followed by a holder of a driving license and further, empowers the licensing authority to suspend or revoke the license granted in case of non-compliance with the conditions of the license or for violation of the general conditions as prescribed under the CMV Rules. The CMV Rules also prescribe the procedure for grant of registration to motor vehicles and the requirements pertaining to registration numbers for vehicles. Driving when disqualified, driving dangerously or driving under the influence of drinks or drugs, altering a license and commission of any other offence punishable with imprisonment using a motor vehicle is deemed to be an offence under the MV Act.

The MV Amendment Act, notified on March 20, 2015 sets out provisions relating to, among other things, the manufacture, construction, and maintenance of electronic carts and electronic rickshaws and conditions for issue of driving license to drive such electronic vehicles.

Public Liability Insurance Act, 1991

The Public Liability Insurance Act, 1991 (the "**Public Liability Act**"), imposes liability on the owner or controller of hazardous substances for any damage arising out of an accident involving such hazardous substances. A list of 'hazardous substances' covered by the legislation has been enumerated by the GoI by way of a notification. The owner or handler is also required to take out an insurance policy insuring against liability under the legislation. The insurance policy is required to be for an amount in excess of the paid-up capital subject to a limit of ₹ 500 million. The rules made under the Public Liability Act mandate that the employer has to contribute towards the Environment Relief Fund, a sum equal to the premium paid on the insurance policies. This amount is payable to the insurer.

Laws relating to Taxation

Tax related laws that are pertinent, include the Income Tax Act 1961, Income Tax Rules, 1962, Customs Tariff Act, 1975 and GST which includes the Central Goods and Services Tax Act, 2017, various State Goods and Services Tax legislations and the Integrated Goods and Services Tax Act, 2017.

Other Laws and Regulations

Certain other laws and regulations that may be applicable to the Trust and the Warehouse SPV include the following:

(a). The Code on Wages, 2019 (the Code on Wages, 2019, once in force, will repeal the Payment of Bonus Act, 1965, Minimum Wages Act, 1948, Equal Remuneration Act, 1976 and the Payment of Wages Act, 1936);
(b). Contract Labour (Regulation and Abolition) Act, 1970;

(c). Employee’s Compensation Act, 1923;
(d). Employees’ Provident Funds and Miscellaneous Provisions Act, 1952;
(e). Employees’ State Insurance Act, 1948;
(f). Industrial Disputes Act, 1947;
(g). Maternity Benefit Act, 1961;
(h). Payment of Gratuity Act, 1972; and
(i). Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

REGULATORY APPROVALS

Provided below are the material consents, licenses, permissions, registrations and approvals from the Government, various governmental agencies and other statutory or regulatory authorities with which (i) the Trust and the Warehouse SPV can undertake the Issue and the transactions contemplated in relation to the Issue; and (ii) the Trust and the Warehouse SPV can undertake their respective current business activities, as applicable. Unless otherwise stated, these approvals are valid as of the date of this Draft Placement Memorandum. In the event that any of the approvals and licenses that are required for the Warehouse SPV's business operations expire in the ordinary course of business, the Warehouse SPV will apply for such renewal from time to time. For details in connection with the regulatory and legal framework within which the Trust and the Warehouse SPV operate, please see the section entitled "Regulations and Policies" on page 188.

A. Approvals in relation to the Issue

- Resolutions dated August 17, 2023, passed by the IM Board in relation to the Issue and other incidental matters.
- In-principle listing approval from BSE dated [●].

B. Approvals in relation to the Trust

- Certificate of registration dated February 27, 2023 bearing registration number IN/InvIT/22-23/0024 issued by SEBI to the Trust under Regulation 3 of the InvIT Regulations, for registration of the Trust as an infrastructure investment trust.

C. Material Business Approvals in relation to Warehouse SPV

The Warehousing Infrastructure Business requires the following approvals, (i) no-objection certificate from the respective fire department; (ii) approval for operating diesel-generator sets; (iii) shops and establishments registrations in certain states; (iv) GST registration certificates; and (v) approvals for operation of weighbridges. Since in case of the Warehouse SPV, the operations pertaining to the Warehousing Infrastructure Business would commence only from the Closing Date (as defined in the SHOA), the aforementioned approvals (excluding GST registration certificates) are currently not in the name of the Warehouse SPV. The Warehouse SPV and/or the Operator under the O&M Agreement, propose to apply and procure for new approvals or seek transfer of certain existing approvals which are held in the name of either, (a) the landlord; (b) existing operator of the warehouse; or (c) warehouse user. However, in certain cases, some of these approvals may continue to remain in the name of the landlord (for instance, approval form the fire department, as the same may relate to the structure which is owned by the landlord) or the warehouse user with consent and requisite permission to the Warehouse SPV for continuity of their usage until the validity of the respective lease period.

D. Approvals applied but not yet received

As on the date of this Draft Placement Memorandum, there are no approvals required to be obtained by the Trust and the Warehouse SPV, for which applications have been made, but approvals have not been received.

E. Approvals for which applications are yet to be made

As on the date of this Draft Placement Memorandum, there are no approvals required to be obtained by the Trust, for which applications are yet to be made.

The Warehousing Infrastructure Business requires the following approvals, (i) no-objection certificate from the respective fire department; (ii) approval for operating diesel-generator sets; (iii) shops and establishments registrations in certain states; (iv) GST registration certificates; and (v) approvals for operation of weighbridges. Since in case of the Warehouse SPV, the operations pertaining to the Warehousing Infrastructure Business would commence only from the Closing Date (as defined in the SHOA), the aforementioned approvals (excluding GST registration certificates) are currently not in the name of the Warehouse SPV. The Warehouse SPV and/or the Operator under the O&M Agreement, propose to apply and procure for new approvals or seek transfer of certain existing approvals which are held in the name of either, (a) the landlord; (b) existing operator of the warehouse; or (c) warehouse user. However, in certain cases, some of these approvals may continue to remain in the name of the landlord (for instance, approval form the fire department, as the same may relate to the structure which is owned by the landlord) or the warehouse user with consent and requisite permission to the Warehouse SPV for continuity of their usage until the validity of the respective lease period.

LEGAL AND OTHER INFORMATION

Except as stated in this section, there are no material litigation or actions by regulatory authorities, in each case against the Trust, the Sponsor, the Investment Manager, the Project Manager, or any of their Associates, the Warehouse SPV and the Trustee, that are currently pending as on the date of this Draft Placement Memorandum.

For the purpose of this section, details of all litigation (other than civil litigation)and regulatory actions that are currently pending against the Trust, the Sponsor, the Investment Manager, the Project Manager and their respective Associates, the Warehouse SPV and the Trustee have been disclosed. Further, any matter that is currently pending involving an amount equivalent to, or more than, the amount as disclosed below, in respect of the Trust, the Sponsor, the Investment Manager, the Project Manager each of their respective Associates, the Trustee and the Warehouse SPV has been disclosed.

In respect of the Sponsor, all outstanding cases which involve an amount equivalent to or exceeding ₹ 11,568.30 crore (being 5.00% of the total consolidated income of the Sponsor for Fiscal 2023) have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In respect of the Investment Manager, all outstanding cases which involve an amount equivalent to or exceeding ₹ 1.40 crore (being 5.00% of the net worth of the Investment Manager for Fiscal 2023) have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In respect of the Associates of the Investment Manager, all outstanding cases which involve an amount equivalent to or exceeding ₹ 167.15 crore (being 5.0% of the consolidated total income of JM Financial Limited for Fiscal 2023) have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In respect of the Project Manager, all outstanding cases which involve an amount equivalent to or exceeding ₹ 0.20 crore (being 5.00% of the total income of the Project Manager for Fiscal 2023)have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In respect of the Associates of the Sponsor, all outstanding cases which involve an amount equivalent to or exceeding 5.00% of the consolidated total income of Reliance Industries Limited for Fiscal 2023 have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In respect of the Associates of the Project Manager, all outstanding cases which involve an amount equivalent to or exceeding 5.00% of the consolidated total income of Reliance Industrial Investments and Holdings Limited for Fiscal 2023 have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In relation to the Trustee, all litigation involving an amount equivalent to or exceeding ₹ 1.23 crore (being 5.00% of the profit after tax based on the audited standalone financial statements of the Trustee for Fiscal 2023 have been considered material. All cases where the amount is not ascertainable, but considered material, have also been disclosed.

In relation to the Warehouse SPV, the outstanding cases involving an amount equivalent to or exceeding ₹ 5,000 (being 5.00% of the total paid-up equity share capital of Warehouse SPV as of March 31, 2023) have been disclosed. All outstanding cases where the amount is not ascertainable, but considered material, have also been disclosed. Further, except as stated in this section, there is no material litigation involving the Warehouse SPV.

I. Litigation involving the Trust

As on the date of this Draft Placement Memorandum, there are no pending material litigation or actions by regulatory authorities initiated by or against the Trust.

II. Litigation involving the Warehouse SPV

As on the date of this Draft Placement Memorandum, there are no pending material litigation or actions by regulatory authorities initiated by or against the Warehouse SPV.

III. Litigation involving the Sponsor

As on the date of this Draft Placement Memorandum, there are no pending material litigation or actions by regulatory authorities initiated by or against the Sponsor.

IV. Litigation involving the Investment Manager

As on the date of this Draft Placement Memorandum, there are no pending material litigation or actions by regulatory authorities initiated by or against the Investment Manager.

V. Litigation involving the Project Manager

As on the date of this Draft Placement Memorandum, there are no pending material litigation or actions by regulatory authorities initiated by or against the Project Manager.

VI. Litigation involving the Associates of the Sponsor, the Investment Manager and the Project Manager

Other than as disclosed below, there are no material litigations and regulatory actions pending against the Associates of the Sponsor, the Investment Manager and the Project Manager as on the date of this Draft Placement Memorandum.

Material litigation and regulatory actions pending against the associates of the Sponsor

Reliance Industries Limited

1. Arbitration claim was commenced by RIL in November 2011 seeking declaration that it is entitled to recover 100% of its contract costs under the Production Sharing Contracts (PSC) for the KG D6 Block. The matter is at the stage of final hearing as part of arbitration proceedings. Government of India has filed an application before the Arbitration Tribunal alleging that majority of the Tribunal members are biased and cannot continue hearing the dispute. The Arbitration Tribunal has reserved its decision on Government's bias application.

2. Three PILs were filed before the Supreme Court in 2013 against RIL in relation to the KG D6 PSC, seeking reliefs in the nature of disallowance of cost recovery, quashing GOI's decision to approve certain gas price formula and termination of PSC. RIL has submitted that the underlying issues in the PILs are already subject matter of ongoing arbitrations relating to the KG D6 Block. Matter is still pending in the Supreme Court.

3. Arbitration was initiated by BG Exploration and Production India Limited and RIL (together the Claimants) against the Government of India (GOI) on December 16, 2010, under PSCs, for Panna – Mukta and Tapti blocks due to difference in interpretation of certain PSC provisions between Claimants and Government.

   The Arbitral Tribunal by majority issued a final partial award ("**2016 FPA**"), and separately, two dissenting opinions in the matter on October 12, 2016. Claimants challenged certain parts of the 2016 FPA before the English Courts, which delivered its judgment on April 16, 2018, and remitted one of the challenged issues back to the Arbitral Tribunal for reconsideration. The Arbitral Tribunal decided in favour of the Claimants in large part vide its final partial award dated October 1, 2018 ("**2018 FPA**").

   The Government and Claimants filed an appeal before the English Commercial Court against this 2018 FPA. The English Commercial Court rejected Government's challenges to 2018 FPA and upheld Claimants' challenge in February 2020 and remitted the underlying issue in challenge back to the Arbitration Tribunal for determination. Tribunal gave favorable award on January 29, 2021 ("**EPOD Agreements Case Award**").

   Government challenged the EPOD Agreements Case Award before the English High Court which was dismissed on June 9, 2022. Claimants have filed an application before the Arbitral Tribunal seeking increase in the PSC Cost Recovery Limits and the same is sub-judice.

   Arbitral Tribunal is yet to schedule the final re-computation of accounts and the quantification phase of the arbitration, which will take place post determination of Claimants' request for increase in cost recovery limit under the PSCs.

   The Government has also filed an execution petition before the Hon'ble Delhi High Court under sections 47 and 49 of the Arbitration and Conciliation Act, 1996 and Section 151 of the Civil Procedure Code, 1908 seeking enforcement and execution of the 2016 FPA, ignoring the judgments of English High Court and the subsequent Tribunal Awards. The Claimants contend that Government's Execution Petition is not maintainable.

   The hearing in Government's Execution Petition before the Delhi High Court has concluded and it was ruled that Government of India's execution petition seeking enforcement and execution of the Arbitration Tribunal's Final Partial Award dated October 12, 2016 ("**2016 FPA**") relating to disputes under Panna-Mukta and Tapti PSC is not maintainable.

4. NTPC filed suit in 2006 for specific performance of contract for supply of natural gas of 132 trillion BTU annually for a period of 17 years. This suit is still pending adjudication in the Bombay High Court.

5. GOI sent a notice to the KG D6 Contractor on November 4, 2016, asking the Contractor to deposit approximately $1.55 billion on account of alleged gas migration from ONGC's blocks. RIL, as Operator, for and on behalf of all constituents of the Contractor, initiated arbitration proceedings against the GOI contesting its unfair claim.

   The Arbitral Tribunal vide its Final Award dated July 24, 2018, upheld Contractor's claims. GOI filed an appeal on November 15, 2018, before the Hon'ble Delhi High Court, under section 34 of the Arbitration Act, against the Final Award of the Arbitral Tribunal.

   Vide Judgment dated May 9, 2023, the Hon'ble Delhi High Court upheld the Arbitration Award dated July 24, 2018, in the Gas Migration dispute and dismissed GOI's appeal challenging the Award.

6. The Serious Fraud Investigation Office, Ministry of Corporate Affairs, Government of India ("**SFIO**") had filed a complaint with the Additional Chief Metropolitan Magistrate, Special Acts, Tis Hazari Court ("**Metropolitan Magistrate**") against certain persons and entities for alleged violations of provisions of the Companies Act, 1956 and alleged commission of offences under Sections 120-B, 403, 420 and 477A of the IPC. The Metropolitan Magistrate took cognizance of the complaint and issued summons to all the accused and also to RIL, alleging that RIL was one of the beneficiaries of certain allegedly fictitious/irregular 'accommodation entries' made by the accused. The matter is currently pending.

7. A complaint ("**Complaint**") was filed inter alia against RIL and Shri. Mukesh D. Ambani before the Metropolitan Magistrate, 4th Court at Girgaon ("**Magistrate Court**") under Sections 420, 463, 467, 499 and 500 of the Indian Penal Code, 1860 ("**IPC**") on July 23, 2004, alleging wrongful billing and criminal intimidation of the complainant. A process order was issued on the Complaint on August 19, 2004. A criminal writ petition was filed by RIL before the Bombay High Court, seeking to quash the Complaint. The Bombay High Court, by way of its order dated March 16, 2006, stayed the proceeding at the Magistrate Court. The matter is currently pending.

8. On December 16, 2010, SEBI issued a show cause notice ("**SCN**"), *inter alia* to RIL in connection with the trades by RIL in the stock exchanges in 2007 in the shares of Reliance Petroleum Limited, then a subsidiary of RIL. Hearings were held before the Whole Time Member ("**WTM**") of SEBI in respect of the SCN. By an order dated March 24, 2017, the WTM passed the directions: (i) prohibiting inter alia RIL from dealing in equity derivatives in the 'Futures & Options' segment of stock exchanges, directly or indirectly, for a period of one year from the date of the order and (ii) to RIL to disgorge an amount of INR 447.27 crore along with interest at the rate of 12% per annum from November 29, 2007, till the date of payment. In May 2017, RIL and the other notices filed an appeal before the Securities Appellate Tribunal ("**SAT**") against this order. SAT, by a majority order (2:1), dismissed the appeal on November 5, 2020, and directed RIL to pay the disgorged amount within sixty days from the date of the order. The appeal of RIL and other notices has been admitted by the Hon'ble Supreme Court of India. By its order dated December 17, 2020, the Hon'ble Supreme Court of India directed RIL to deposit INR 250 crore in the Investors' Protection Fund, subject to the final result of the appeal and stayed the recovery of the balance, inclusive of interest, pending the appeal. RIL has complied with the order dated December 17, 2020, of the Hon'ble Supreme Court of India.

   In the very same matter, on November 21, 2017, SEBI issued show cause notice, *inter alia*, to RIL, asking RIL to show cause as to why inquiry should not be held in terms of SEBI (Procedure for Holding Inquiry and Imposing Penalties by Adjudicating Officer) Rules, 1995 and penalty not be imposed under the provisions of the Securities and Exchange Board of India Act, 1992. The Adjudicating Officer of SEBI passed an order on January 1, 2021, imposing a penalty of INR 25 crore on RIL. RIL has paid the penalty under protest and has filed an appeal before the SAT against this order.

9. RIL had issued debentures with convertible warrants in the year 1994 and allotted equity shares against the warrants in the year 2000. In this matter, SEBI had filed a complaint on July 16, 2020, *inter alia* against RIL before the Special Court, Mumbai, for taking cognizance of alleged offences under Regulations 3, 5 and 6 of SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 1995 and section 77(2) and section 77A of Companies Act, 1956. The Special Court, Mumbai, vide order dated September 30, 2020, dismissed SEBI's complaint as barred by limitation. Against the said order of the Special Court, SEBI has filed a revision application before the Hon'ble High Court, Bombay and the same is pending.

10. On December 22, 2021, SEBI issued a show cause notice *inter alia* to RIL asking it to show cause as to why inquiry should not be held against it in terms of SEBI (Procedure for Holding Inquiry and Imposing Penalties by Adjudicating Officer) Rules, 1995 read with Section 15I of the Securities and Exchange Board of India Act, 1992 for alleged violation of Principle No. 4 under Schedule A – Principles for Fair Disclosure of UPSI read with Regulation 8(1) of SEBI (Prohibition of Insider Trading) Regulations, 2015 read with Regulation 30(11) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The alleged violation, if

established, will make RIL liable for monetary penalty (of not less than INR 1 lakh and which may extend to maximum of INR 1 crore) under Section 15HB of the SEBI Act, 1992. RIL has filed a detailed reply to this show cause notice. The Adjudicating Officer of SEBI has passed an order on June 20, 2022, imposing a penalty of ₹ 30 lakh. Appeal has been filed before the Securities Appellate Tribunal ("**SAT**") against this order. SAT has stayed the operation of the order dated June 20, 2022, and appeal is pending.

Material litigation and regulatory actions pending against the Associates of the Investment Manager

JM Financial Products Limited

1. JM Financial Products Limited ("**JMFPL**") has initiated arbitration proceedings against one of its borrowers, Paduka Developers Private Limited (the "**Borrower**") for recovery of the outstanding amount of Rs. 202.82 crores alongwith interest due thereon. JMFPL has prayed in the arbitration proceedings that the Borrower and Avadhut Properties Private Limited (security provider) (collectively termed as Arristo group) should be directed to create security over the immovable property (commercial building situated at Mulund) in favour of JMFPL. The arbitration proceedings are pending, while certain interim orders have been passed.

   Pursuant to the aforesaid interim orders, JMFPL has entered into a settlement with Arristo group, wherein JMFPL will receive 1,45,000 sq. ft. area in the aforesaid commercial building in Mulund against the said dues. The said commercial building is under construction by Prestige group. The execution and registration of agreement for sale is under process. It is expected that the arbitration proceedings will be closed once the sale agreements with Prestige are signed.

JM Financial Commtrade Limited

1. SEBI vide its order dated March 31, 2023 cancelled the certificate of registration of JM Financial Commtrade Limited (the "**JMFCL**") issued by it to JMFCL as a commodity broker, against which JMFCL filed an appeal in SAT challenging the order passed by SEBI. SAT has granted the stay in the matter. The hearing before the SAT was scheduled on August 08, 2023 but the same has been adjourned to September 27, 2023.

Material litigation and regulatory actions pending against the Associates of the Project Manager

There are no material litigations and regulatory actions pending against the Associates of the Project Manager as on the date of this Draft Placement Memorandum.

VII. Litigation involving the Trustee

There are no material litigations and regulatory actions pending against the Trustee as on the date of this Draft Placement Memorandum.

SECURITIES MARKET OF INDIA

The information in this section has been extracted from documents available on the website of SEBI and the Stock Exchange and has not been prepared or independently verified by the Parties to the Trust or the Placement Agents or any of their respective affiliates or advisors. The information below is given for the benefit of investors in the Offer. Investors are advised to make their independent investigations and ensure that they are eligible to subscribe to, purchase or otherwise acquire the Ordinary Units they Bid for under Indian laws or regulations.

The Indian Securities Market

India has a long history of organized securities trading. In 1875, the first stock exchange was established in Mumbai. The BSE and the NSE, together hold a dominant position among the stock exchanges in terms of the number of listed companies, market capitalisation and trading activity.

Stock Exchange Regulation

Indian stock exchanges are regulated primarily by SEBI, as well as by the Government acting through the Ministry of Finance, Capital Markets Division, under the Securities Contracts (Regulation) Act, 1956 ("**SCRA**") and the Securities Contracts (Regulation) Rules, 1957 ("**SCRR**"). SEBI, in exercise of its powers under the SCRA and the SEBI Act, notified the SCR (SECC) Regulations, which regulate *inter alia* the recognition, ownership and governance of stock exchanges and clearing corporations in India together with providing for minimum capitalisation requirements for stock exchanges. The SCRA, the SCRR and the SCR (SECC) Regulations along with various rules, bye-laws and regulations of the respective stock exchanges, regulate the recognition of stock exchanges, the qualifications for membership thereof and the manner, in which contracts are entered into, settled and enforced between members of the stock exchanges.

The SEBI Act empowers SEBI to regulate the Indian securities markets, including stock exchanges and intermediaries in the capital markets, promote and monitor self-regulatory organisations and prohibit fraudulent and unfair trade practices. Regulations concerning minimum disclosure requirements by public companies, rules and regulations concerning investor protection, insider trading, substantial acquisitions of shares and takeover of companies, buy-backs of securities, employee stock option schemes and sweat equity, stockbrokers, merchant bankers, underwriters, mutual funds, foreign portfolio investors, credit rating agencies, research analysts and other capital market participants have been notified by the relevant regulatory authority.

Listing and Delisting of Units

The InvIT Regulations provide for listing and delisting of units of infrastructure investment trusts on the stock exchanges.

BSE

Established in 1875, it is the oldest stock exchange in India. In 1956, it became the first stock exchange in India to obtain permanent recognition from the Government under the SCRA. It has evolved over the years into its present status as one of the premier stock exchanges of India. The BSE provides a market for trading in equity. currencies, debt instruments, derivatives and mutual funds. Pursuant to the BSE (Corporatization and Demutualization) Scheme 2005 of SEBI, with effect from August 19, 2005, BSE was incorporated as a company under the Companies Act, 1956. The equity shares of BSE were listed on NSE on February 3, 2017.

NSE

NSE was established by financial institutions and banks to provide nationwide online, satellite-linked, screen-based trading facilities with market-makers and electronic clearing and settlement for securities including government securities, debentures, public sector bonds and units. It has evolved over the years into its present status as one of the premier stock exchanges of India. NSE was recognised as a stock exchange under the SCRA in April 1993 and commenced operations in the wholesale debt market segment in June 1994. The capital market (equities) segment commenced operations in November 1994 and operations in the derivatives segment commenced in June 2000. Presently, the products on the exchange are organized into three assets classes for trading, namely (i) equity and equity linked products such as stocks, IDRs, ETFs and units of closed ended mutual fund schemes, (ii) derivates and (iii) fixed income securities and debt products, including corporate bonds, sovereign gold bonds and other debt securities.

Internet-based Securities Trading and Services

Internet trading takes place through order routing systems, which route client orders to exchange trading systems for execution. Stockbrokers interested in providing this service are required to apply for permission to the relevant stock exchange and also have to comply with certain minimum conditions stipulated by SEBI. The NSE became the first exchange to grant approval to its members for providing internet-based trading services. Internet trading is possible on both the "equities" as well as the "derivatives" segments of the NSE.

Trading Hours

Trading on both the NSE and the BSE occurs from Monday to Friday, between 9:15 a.m. and 3:30 p.m. 1ST (excluding the 15 minutes pre-open session from 9:00 a.m. to 9:15 a.m. that has been introduced). The NSE and the BSE are closed on public holidays. The recognised stock exchanges have been permitted to set their own trading hours (in the cash and equity derivatives segments) subject to the condition that (i) the trading hours are between 9.00 a.m. and 5.00 p.m.; and (ii) the stock exchange has in place a risk management system and infrastructure commensurate to the trading hours..

Trading Procedure

In order to facilitate smooth transactions, the BSE replaced its open outcry system with BSE On-line Trading facility in 1995. This totally automated screen-based trading in securities and was put into practice nationwide. This has enhanced transparency in dealings and has assisted considerably in smoothening settlement cycles and improving efficiency in back-office work. In the year 2004, BSE introduced its new generation trading platform, BOLT Plus.

NSE has introduced a fully automated trading system called National Exchange for Automated Trading ("**NEAT**"), which operates on strict time/price priority besides enabling efficient trade. NEAT has provided depth in the market by enabling large number of members all over India to trade simultaneously, narrowing the spreads.

Depositories

The Depositories Act provides a legal framework for the regulation of depositories in securities and for matters connected therewith or incidental thereto. Further, SEBI has framed regulations in relation to the registration of such depositories, the registration of participants as well as the rights and obligations of the depositories, participants, companies and beneficial owners.

SELLING AND TRANSFER RESTRICTIONS

The distribution of this Draft Placement Memorandum and the offer, sale or delivery of the Units is restricted by law in certain jurisdictions. Persons who may come into possession of this Draft Placement Memorandum are advised to consult with their own legal advisors as to what restrictions may be applicable to them and to observe such restrictions. This Draft Placement Memorandum may not be used for the purpose of an offer or invitation in any circumstances in which such offer or invitation is not authorized. Due to the following restrictions, investors are advised to consult legal counsel prior to purchasing Units or making any resale, pledge or transfer of the Units.

Saudi Arabia

This Draft Placement Memorandum does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, the Units in the Kingdom of Saudi Arabia. The Units have not been licensed for offering, promotion, marketing, advertisement or sale in the Kingdom of Saudi Arabia by the Capital Markets Authority or any other relevant Saudi Arabian government agency."

United Arab Emirates

This Draft Placement Memorandum constitutes the promotion of a foreign fund in the United Arab Emirates (the "UAE") for the purposes of Securities & Commodities Authority ("SCA") Chairman Decision No. (9/R.M) of 2016 Concerning the Regulations as to Mutual Funds (the "Fund Regulations") and SCA Chairman Decision No. (3/R.M) of 2017 Concerning the Regulation of Promotion and Introduction (the "Promotion Regulations"). This Draft Placement Memorandum is strictly private and confidential, is directed only at, and any investment or investment activity to which this Draft Placement Memorandum relates will be engaged in only with, persons who fall within the exceptions set out in the Fund Regulations and the Promotion Regulations (Qualified Investors excluding natural persons). Persons that do not meet this criteria should not rely on, or act on, this Draft Placement Memorandum.

By receiving this Draft Placement Memorandum, the person to whom it has been issued understands and acknowledges that this Draft Placement Memorandum has not been approved by the UAE Central Bank, the SCA, the UAE Ministry of Economy and Planning or any other relevant licensing authority or governmental agency in the UAE, nor has the placement agent, if any, received authorisation or licensing from the UAE Central Bank, the SCA, the UAE Ministry of Economy and Planning or any other relevant licensing authority or governmental agency in the UAE to market or sell securities or fund units within the UAE.

This Draft Placement Memorandum is not for general circulation in the UAE and does not constitute a public offer of securities in the UAE in accordance with the Commercial Companies Law (Federal Law No. 2 of 2015), or otherwise.

United States of America

The Units have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws. The Units are being offered and sold only outside the United States in offshore transactions in reliance on Regulation S, in each case in compliance with the applicable laws of the jurisdictions where those offers and sales occur.

All Other Units Issued and Sold in this Issue

By accepting delivery of this Draft Placement Memorandum, submitting a bid to purchase the Units and accepting delivery of the Units, you will be deemed to have represented and agreed as follows:

(a) you acknowledge that the Units have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state of the United States, and accordingly may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

(b) you and the person, if any, for whose account or benefit you are acquiring the Units, is purchasing the Units in an offshore transaction meeting the requirements of Rule 903 of Regulation S under the Securities Act;

(c) you and the person, if any, for whose account or benefit you are acquiring the Units, was located outside the United States at the time the Issue was made to it and when the buy order for the Units was originated, and continues to be located outside the United States and has not purchased the Units for the account or benefit of any person in the United States or entered into any arrangement for the transfer of the Units or any economic interest therein to any person in the United States;

(d) you are not an affiliate (as defined in Rule 405 under the Securities Act) of the Trust, or a dealer or an underwriter or a person acting on behalf of such affiliate; and you are not in the business of buying and selling securities as a dealer or an underwriter;

(e) you are aware of the restrictions on the offer and sale of the Units pursuant to Regulation S described in this Draft Placement Memorandum;

(f) neither you, nor any of your affiliates, nor any person acting on your behalf or any of your affiliates, will make any "directed selling efforts" as defined in Regulation S under the Securities Act in the United States with respect to the Units; and

(g) you acknowledge that the Trust, the Investment Manager and the Lead Managers and their respective affiliates (as defined in Rule 405 under the Securities Act), and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agree that, if any of such acknowledgements, representations and agreements deemed to have been made by virtue of your purchase of the Units are no longer accurate, you will promptly notify the Trust and the Investment Manager, and if you are acquiring any of the Units as a fiduciary or agent for one or more accounts, you represent that you have sole investment discretion with respect to each such account and that you have full power to make the foregoing acknowledgements, representations and agreements on behalf of such accounts.

YOU ARE ADVISED TO CONSULT YOUR OWN LEGAL COUNSEL PRIOR TO MAKING ANY OFFER, RE-SALE, PLEDGE OR TRANSFER OF THE UNITS.

RIGHTS OF UNITHOLDERS

The rights and interests of Unitholders are included in this Draft Placement Memorandum and the InvIT Regulations. Under the Indenture of Trust and the Investment Management Agreement, these rights and interests are safeguarded by the Trustee and the Investment Manager, respectively. Any rights and interests of Unitholders as specified in this Draft Placement Memorandum would be deemed to be amended to the extent of any amendment to the InvIT Regulations.

Beneficial Interest

Each Unit represents an undivided beneficial interest in the Trust. A Unitholder has no equitable or proprietary interest in the Trust Assets and is not entitled to transfer of the Trust Assets (or any part thereof) or any interest in the Trust Assets (or any part thereof) of the Trust. A Unitholder's right is limited to the right to require due administration of the Trust in accordance with the provisions of the Indenture of Trust and the Investment Management Agreement.

Ranking

No Unitholder of the Trust shall enjoy superior voting or any other rights over another Unitholder. Further, the Units shall not have multiple classes, except any subordinate Units that may be issued only to the Sponsor and its Associates, where such subordinate units carry only inferior voting or any other rights compared to other Units in the future in accordance with Regulation 4(2)(h) of the InvIT Regulations.

Redressal of grievances

The Trustee shall periodically review the status of Unitholders' complaints and their redressal undertaken by the Investment Manager. The Stakeholders' Relationship Committee of the Investment Manager shall monitor the status of complaints and their redressal. For details, please see the section entitled "*Corporate Governance*" on page 109.

Distribution

The Unitholders shall have the right to receive distribution in accordance with the InvIT Regulations and in the manner provided in this Draft Placement Memorandum. For details, please see the section entitled "*Distribution*" on page 163.

Meeting of Unitholders

Meetings of Unitholders will be conducted in accordance with the InvIT Regulations.

Passing of resolutions

1. With respect to any matter requiring approval of the Unitholders:

   (i) a resolution shall be considered as passed when the votes cast by Unitholders, so entitled and voting, in favour of the resolution exceed a certain percentage as specified in the InvIT Regulations, of votes cast against;

   (ii) the voting may be done by postal ballot or electronic mode;

   (iii) a notice of not less than 21 days shall be provided to the Unitholders;

   (iv) voting by any Unitholder (including, the Sponsor in its capacity as a Unitholder), who is a related party in such transaction, as well as associates of such Unitholder(s) shall not be considered on the specific issue; and

   (v) the Investment Manager shall be responsible for all the activities pertaining to conducting of meeting of the Unitholder, subject to oversight by the Trustee.

   However, for issues pertaining to the Investment Manager, including a change in Investment Manager, removal of Investment Manager or change in control of Investment Manager; the Trustee shall convene and handle all activities pertaining to conduct of the meetings. Additionally, for issues pertaining to the Trustee, including change in Trustee, the Trustee shall not be involved in any manner in the conduct of the meeting.

2. For the Trust:

   (i) an annual meeting of all Unitholders shall be held not less than once a year within 120 days from the end of each financial year and the time between two meetings shall not exceed 15 months;

(ii) with respect to the annual meeting of Unitholders,

(a) any information that is required to be disclosed to the Unitholders and any issue that, in the ordinary course of business, may require approval of the Unitholders may be taken up in the meeting including:

- latest annual accounts and performance of the Trust;
- approval of auditors and fee of such auditors, as may be required;
- latest valuation reports;
- appointment of valuer, as may be required; and
- any other issue; and

(b) for any issue taken up in such meetings which require approval from the Unitholders other than as specified in Regulation 22(6) of the InvIT Regulations, votes cast in favour of the resolution shall be more than the votes cast against the resolution.

3. In case of the following, approval from the Unitholders shall be required where the votes cast in favour of the resolution shall be more than the votes cast against the resolution:

(i) any approval from the Unitholders required in terms of Regulation 18 (*Investment conditions and dividend policy)*, Regulation 19 (*Related Party Transactions*) and Regulation 21 *(Valuation of assets*) of the InvIT Regulations;

(ii) any borrowings, in excess of the limits specified under Regulation 20(2) of the InvIT Regulations;

(iii) any transaction, other than any borrowing, the value of which is equal to or greater than 25% of the InvIT Assets;

(iv) increasing period for compliance with investment conditions to one year in accordance with Regulation 18(5)(c) of the InvIT Regulations;

(v) any issue, in the ordinary course of business, which in the opinion of the Sponsor or the Trustee or the Investment Manager, is material and requires approval of the Unitholders, if any; and

(vi) any issue for which SEBI or the Designated Stock Exchange requires approval; and

(vii) de-classification of the status of Sponsor

4. In case of the following, approval from the Unitholders shall be required where the votes cast in favour of the resolution shall not be less than one and a half times the votes cast against the resolution:

(i) any issue, not in the ordinary course of business, which in the opinion of the Sponsor or Investment Manager or Trustee requires approval of the Unitholders, provided that if such approval is not obtained, an exit option shall be provided to the Unitholders;

(ii) any issue for which SEBI or the Designated Stock Exchange require approval; and

(iii) any issue taken up on request of the Unitholders including:

(a). removal of the Investment Manager and appointment of another investment manager to the Trust;

(b). removal of the Auditors and appointment of another auditors to the Trust;

(c). removal of the valuer and appointment of another valuer to the Trust;

(d). any issue which the Unitholders have sufficient reason to believe that is detrimental to the interest of the Unitholders; and

(e). change in the Trustee, if Unitholders have sufficient reason to believe that acts of the Trustee are detrimental to the interest of Unitholders.

With respect to the rights of the Unitholders under clause 4(iii) above:

(i) not less than 25% of the Unitholders by value, other than any party related to the transactions and its associates, shall apply, in writing, to the Trustee for the purpose;

(ii) on receipt of such application, the Trustee shall require, with the Investment Manager to place the issue for voting in the manner as specified in the InvIT Regulations; and

(iii) with respect to clause 4(iii)(e) above, not less than 60% of the Unitholders by value shall apply, in writing, to the Trustee for the purpose.

Information rights

The Investment Manager, on behalf of the Trust, shall also submit such information to the Stock Exchange and the Unitholders, on a periodical basis as may be required under the InvIT Regulations and the Listing Agreement to be entered into with the Stock Exchange. The Investment Manager (on behalf of the Trust) shall disclose to the Stock Exchange, Unitholders and SEBI, all such information and in such manner as specified under the InvIT Regulations and such other requirements as may be specified by SEBI. The Investment Manager, on behalf of the Trust, shall also provide disclosures or reports specific to the sector or sub-sector in which the Trust has invested or proposes to invest, in the manner as may be specified by SEBI.

Buyback and Delisting of Units

Any buyback or delisting of Units shall be in accordance with the Indenture of Trust and the InvIT Regulations.

DILUTION

Dilution is the amount by which the Issue Price exceeds the net asset value ("**NAV**") per Unit, immediately after the completion of this Issue. NAV per Unit is determined by subtracting the total liabilities of the Trust from the total assets of the Trust and dividing by the number of Units issued and outstanding immediately before this Issue. There was no *pro forma* NAV before this Issue for the Units.

The Trust will issue [●] Units at an Issue Price of ₹ [●] for each Unit.

The following provides the per Unit dilution after considering the Valuation Report:

Combined NAV per Unit before this Issue	Nil
Combined NAV per Unit after this Issue	[●]
Dilution in NAV per Unit to Unitholders	N.A.
Dilution to Unitholders as a percentage of the Issue Price	N.A.

ISSUE STRUCTURE

Initial offer through a private placement of up to [●] Units for cash at price of ₹ [●] per Unit, aggregating up to ₹ 3,048.00 crore by the Trust. The Trust shall be in compliance with Regulation 14(1A) of the InvIT Regulations, pursuant to this Issue.

Particulars	Details
Number of Units available for Allotment/allocation	Up to [●] Units
Basis of Allotment/ allocation	Discretionary
Minimum Bid	Such number of Units that the Bid Amount is not less than ₹ [●] crore, and in multiples of [●] Units thereafter(1)
Maximum Bid	Such number of Units (in multiples of 100,000 Units) not exceeding the size of this Issue, subject to applicable investment limits(1)
Mode of Allotment	Compulsorily in dematerialised form
Bid Lot	A minimum of [●] Units, and in multiples of [●] Units thereafter
Allotment Lot	A minimum of [●] Units, and in multiples of [●] Units thereafter
Trading Lot(1)	Upon listing, such number of Units, the value of which is, or exceeds, ₹ [●] crore
Arrangements for Disposal of Odd Lots	The Stock Exchange will provide for an odd lot window to facilitate the trading of odd lots of Units that may be created from time to time on account of various events, including instances such as declaration of NAV and any distributions in respect of the Units.
Who can apply	(i) Institutional Investors; and (ii) Bodies Corporate
Terms of Payment	Entire amount to be paid at the time of submission of the Application Form(12

(1) *The trading lot post-listing of the Units may be modified in accordance with the InvIT Regulations and other applicable law.*

(2) *In case of joint Bids, the Application Form should contain only the name of the First Bidder whose name should also appear as the first holder of the beneficiary account held in joint names. The signature of only the First Bidder would be required in the Application Form and such First Bidder would be deemed to have signed on behalf of the joint holders. Bidders are advised to consult their own advisors with respect to any restrictions or limitations that may be applicable to them, including any restrictions or limitations in relation to their ability to invest in the Units. By making a Bid (including any revision thereof), the Bidder will be deemed to have represented to the Investment Manager, the Trustee and the Lead Managers that it is eligible to participate in the Issue and be Allotted Units under applicable law.*

Indicative Issue Timeline

Event	Indicative Date
Bid/Issue Opening Date	[●]
Bidders to submit completed Application Forms	Bid/Issue Period
Bid/Issue Closing Date	[●]
Dispatch of CANs to successful Bidders	On or about [●]
Closing Date	On or about [●]
Designated Date	On or about [●]
Initiation of refunds, if any, in excess of the amount which was required to be paid by such Bidder pursuant to the Units Allocated to such Bidder or in the event of failure to obtain final listing and trading approval within six Working Days from the Bid/Issue Closing Date	On or about [●]
Initiation of refunds, if any, in the event of any failure to Allot within seven Working Days from Bid/Issue Closing Date	On or about [●]
Listing Date	[●]

The above timetable is indicative and does not constitute any obligation or liability on the Trust, the Investment Manager, the Trustee, the Sponsor or the Lead Managers.

While the Investment Manager shall ensure that all steps for the completion of the necessary formalities for the listing and the commencement of trading of the Units on the Stock Exchange is completed within six Working Days from the Bid/Issue Closing Date or such other timeline as may be prescribed under the InvIT Regulations, the timetable may change due to various factors, such as, any extension of the Bid/Issue Period by the Investment Manager or any delay in receiving the final listing and trading approval from the Stock Exchange. The commencement of trading of the Units will be entirely at the discretion of the Stock Exchange and in accordance with applicable law.

ISSUE INFORMATION

Please see below a summary, intended to provide a general outline of the procedures for the bidding, application, payment, Allocation and Allotment of the Units to be offered pursuant to the Issue.

Eligible Investors are advised to inform themselves of any restrictions or limitations that may be applicable to them under applicable law to which they are subject, and should consult their respective advisors in this regard. Eligible Investors that apply in this Issue will be required to confirm, and will be deemed to have represented to the Trustee, the Investment Manager, the Lead Managers and their respective directors, officers, agents, affiliates and representatives, that they are eligible under all applicable laws, rules, regulations, guidelines and approvals to acquire the Units. The Investment Manager, the Sponsor and the Lead Managers 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 the Units.

Authority for the Issue

The Trust is undertaking this Issue in accordance with Regulation 14(2) of the InvIT Regulations. The Issue was authorised and approved by the the IM Board on August 17, 2023.

The Trust has received the in-principle approval of BSE for the listing of the Units on BSE, pursuant to the letter dated [●].

The Investment Manager has filed a copy of this Draft Placement Memorandum, and will file a copy of the Placement Memorandum and the Final Placement Memorandum with SEBI and the Stock Exchange.

The Units have not been and will not be registered, listed or otherwise qualified in any jurisdiction outside India and will not be offered or sold, and Bids may not be made by persons in any such jurisdiction, except for India. The Units will be offered to Eligible Investors in India only.

Eligible Investors should note that Allotment to successful Bidders will only be in the dematerialized form. Application Forms which do not have the details of the Bidders' demat accounts including DP ID, PAN and Client ID will be treated as incomplete and rejected. Bidders will not have the option of receiving Allotment in physical form. On Allotment, the Units will be traded only on the dematerialized segment of the Stock Exchange.

Issue Procedure

1. The Lead Managers, in consultation with the Investment Manager, shall electronically circulate serially numbered copies of the Placement Memorandum and the Application Form to Eligible Investors. The Application Form will be specifically addressed to each Eligible Investor. The list of Eligible Investors to whom the serially numbered copies of the Placement Memorandum and the Application Form will be circulated, shall be determined by the Investment Manager, in consultation with the Lead Managers.

2. **Unless a serially numbered Placement Memorandum along with an Application Form is addressed to a particular Eligible Investor, no invitation to subscribe shall be deemed to have been made to such Eligible Investor.** Even if such documentation were to come into the possession of any person other than the intended recipient, no offer or invitation to offer shall be deemed to have been made to such person and such person shall not be eligible to participate in the Issue.

3. Bidders may submit an Application Form to the Lead Managers, only during the Bid/Issue Period and not later than the Bid/Issue Closing Date.

4. Bidders will be required *inter alia*, to indicate the following in the Application Form:

   - a representation that it is outside the United States acquiring the Units in an offshore transaction under Regulation S and has agreed to certain other representations set forth in "*Notice to Investors – Representations by Eligible Investors*" on page 1 and "*Selling and Transfer Restrictions*" on page 198 and certain other representations made in the Application Form;

   - name of the Bidder to whom the Units are to be Allotted;

   - number of Units Bid for;

   - details of the Bid Amount deposited by the Bidder into the Cash Escrow Account;

   - details of the demat accounts to which the Units should be credited;

- a representation that such person is an "Institutional Investor" or a "Body Corporate" in terms of the InvIT Regulations;

- the details of Bidder's bank account along with fund transfer details, in case of any refund;

- any other information which may be relevant to the Bid;

- that it is permitted to acquire the Units under the laws of any applicable jurisdiction and that it has necessary capacity and authority, and have obtained all necessary consents and authorisations to enable it to commit to this participation in the Issue and to perform its obligations in relation thereto (including, without limitation, on behalf of any person) and honour such obligations; and

- that it has not been prohibited by the SEBI or any regulatory authority from buying, selling or dealing in units or securities.

Note: The Bids made by asset management companies or custodians of Mutual Funds, if permitted under applicable law, shall specifically state the names of the concerned schemes for which the Bids are made. In case of a Mutual Fund, a separate Bid can be made in respect of each scheme of the Mutual Fund registered with SEBI and such Bids in respect of more than one scheme of the Mutual Fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme for which the Bid has been made. Bidders are advised to ensure that any single Bid from them does not exceed the investment limits or maximum number of Units that can be held by them under applicable law and the InvIT Regulations.

5. Each Bidder shall be required to make payment of the entire Bid Amount for the Units at the Issue Price, only through electronic transfer to the Cash Escrow Account during the Bid/Issue Period, along with the completed Application Form.

6. No payment shall be made by Bidders in cash. Please note that any payment of Bid Amount for Units shall be made from the bank account of the relevant Bidder applying for Units, and the Lead Managers, on behalf of the Investment Manager, shall keep a record of the bank account from where such Bid Amounts have been received. The Bid Amount payable on Units to be held by joint holders shall be paid from the bank account of the person whose name appears first in the completed Application Form. Pending listing, all Bid Amounts received from Bidders shall be kept by in a separate bank account with a scheduled bank (i.e. the Cash Escrow Account).

7. Once a duly completed Application Form is submitted by a Bidder on the basis of disclosures in the Placement Memorandum, such Application Form shall constitute an irrevocable offer and cannot be withdrawn.

8. Upon receipt of the completed Application Form and the receipt of the Bid Amount in the Cash Escrow Account, the Investment Manager shall, after Bid/Issue Closing Date, determine the number of the Units to be Allotted pursuant to the Issue, in consultation with the Lead Managers.

9. Upon determination of the Bidders to whom Allocation shall be made, the Lead Managers, on behalf of the Investment Manager, will send the CANs, along with serially numbered Final Placement Memorandum, to the Bidders who have been Allocated Units. The dispatch of a CAN shall be deemed a valid, binding and irrevocable contract in respect of the number of Units Allocated to the Bidder. **Please note that the Allocation and Allotment will be at the absolute discretion of the Investment Manager, and will be based on the recommendation of the Lead Managers and in accordance with the InvIT Regulations**.

10. Upon the dispatch of CAN to successful Bidders, the Investment Manager shall Allot Units of the Trust as per the details in the CAN sent to successful Bidders. The Investment Manager will intimate the Stock Exchange about the details of the Allotment and apply for approval of the Units for listing and trading of the Units on the Stock Exchange after the credit of Units into the demat accounts of the successful Bidders.

11. Allottees are advised to instruct their respective Depository Participant to accept the Units that may be Allotted to them pursuant to the Issue into their respective demat accounts.

12. In the event the Investment Manager is unable to Allot the Units, in full or in part, or upon cancellation of the Issue, the Investment Manager shall be liable to refund the Bid Amounts with interest to the Bidders in accordance with applicable law. For each Bidder to whom any amounts are to be refunded, the refund shall be made to the same bank account from which the Bid Amount was remitted by such Bidder.

13. The Units that have been credited to the demat accounts of the Bidders shall be listed and eligible for trading on the Stock Exchange only upon the receipt of final listing and trading approvals from the Stock Exchange. Bidders are advised to apprise themselves of the status of the receipt of the permissions from the Stock Exchange or the Investment Manager.

14. The Bid Amount will be transferred to the accounts of the Trust from the Cash Escrow Account only after receipt of the final listing and trading approvals for the Units from the Stock Exchange.

Who can Bid?

Each Bidder should check if it is eligible to Bid for Units in this Issue under applicable law. Furthermore, certain categories of Bidders may not be permitted to Bid in the Issue or hold Units in excess of the limits specified under applicable law.

Only Institutional Investors and Bodies Corporate are eligible to participate in this Issue.

An Institutional Investor is defined in Regulation 2(1)(ya) of the InvIT Regulations.

A Body Corporate is defined in Section 2(11) of the Companies Act, 2013 to include a company incorporated outside India, but does not include (i) a co-operative society registered under any law relating to co-operative societies; and (ii) any other body corporate (not being a company as defined in the Companies Act, 2013) which the Central Government may, by notification, specify in this regard.

Bodies Corporate incorporated outside India are permitted to participate in the Issue subject to compliance with Schedule VIII of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, as amended.

The Trustee, the Valuer and the employees of the Valuer who were involved in the valuation of the Trust are not permitted to Bid in this Issue.

Bids by FPIs

Foreign Portfolio Investors (other than individuals, corporate bodies and family offices) are permitted to participate in the Issue subject to compliance with Schedule II, Schedule VIII and other applicable provisions of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, as amended. In case of Bids by FPIs the payment should be paid as inward remittance from abroad through banking channels or out of funds held in accounts maintained in accordance with the Foreign Exchange Management (Deposit) Regulations, 2016, along with documentary evidence in support of the remittance. In case of Bids made by FPIs, a certified true copy of the certificate of registration issued by the designated depository participant under the SEBI FPI Regulations is required to be attached along with the Application Form, failing which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

Bids by SEBI registered VCFs and AIFs

The SEBI VCF Regulations prescribe, amongst others, the investment restrictions on VCFs registered with SEBI. Further, the SEBI AIF Regulations prescribe, amongst others, the investment restrictions on AIFs. Further, VCFs which have not re-registered as an AIF under the SEBI AIF Regulations shall continue to be regulated by the SEBI VCF Regulations until the existing fund or scheme managed by the fund is wound up and such funds shall not launch any new scheme after the notification of the SEBI AIF Regulations. Additionally, VCFs and AIFs are subject to certain investment restrictions, including with respect to the percentage of investible funds held in each investee entity. Allotments made in respect of Bids by VCFs and AIFs in this Issue shall be subject to the rules and regulations that are applicable to each of them respectively. In case of Bids made by VCFs or AIFs, a certified true copy of the certificate issued by SEBI is required to be attached along with the Application Form failing which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

Bids by Provident Funds

On March 2, 2015, the Ministry of Finance issued a notification allowing investments by non-government provident funds, superannuation funds and gratuity funds up to 5% in infrastructure investment trusts, as specified. On May 29, 2015, the Ministry of Labour and Employment issued a notification allowing investments by provident funds up to 5% in infrastructure investment trusts, as specified. However, such investments by provident funds, superannuation funds and gratuity funds will be subject to, amongst others, the sponsor entity of the InvIT having a minimum of AA or equivalent rating in the applicable rating scale from at least two credit rating agencies registered with SEBI. In case of Bids made by provident funds, subject to applicable laws, with minimum corpus of ₹ 250 million registered with the Pension Fund Regulatory and Development Authority established under sub-section (1) of section 3 of the Pension Fund Regulatory and Development Authority Act, 2013, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund must be attached to the Application Form, failing which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

Bids by NPS Schemes

The Pension Fund Regulatory and Development Authority ("**PFRDA**") issued circulars allowing investments by national pension fund schemes (other than corporate central government schemes, corporate state government schemes, central government sector schemes, state government sector schemes, NPS Lite Schemes of NPS and Atal Pension Yojana schemes) ("**Non-Govt. NPS Schemes**") and corporate central government schemes, corporate state government schemes, central government sector schemes, state government sector schemes, NPS Lite Schemes of NPS and Atal Pension Yojana schemes ("**Govt. NPS Schemes**" and together with the Non-Govt NPS Schemes, the "**NPS Schemes**") to invest in units of infrastructure investment trusts that are listed or proposed to be listed. The cumulative investment in units and debt instruments of InvITs and REITs by NPS Schemes is not permitted to exceed 3% of the assets under management of the relevant pension fund at any time. Non-Govt. NPS Schemes are also not permitted to invest more than 5% of the units issued by a single InvIT. Such investment will be subject to, amongst other conditions, (i) for Govt. NPS Schemes, the units being rated AAA (or equivalent) in the applicable rating scale of the InvIT from at least two credit rating agencies registered with SEBI ("**CRAs**") and the rating of the sponsor floating the trust being AAA (or equivalent) in the applicable rating scale of the InvIT from at least two CRAs, and (ii) for Non-Govt. NPS Schemes, such securities being rated AA (or equivalent) in the applicable rating scale of the InvIT from at least two CRAs. In case of Bids made by NPS Schemes, 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 which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

Bids by Banking Companies

Bids may be made by banks as permitted by the RBI and is subject to conditions specified in the Prudential Guidelines – Banks' investment in units of REITs and InvITs dated April 18, 2017. In case of Bids 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 this, any such Bid is liable to be rejected.

Bids by Mutual Funds

Bids may be made by mutual funds under all its schemes, existing and future, subject to the investment conditions and other restrictions prescribed under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 (including, the circular on mutual funds dated February 28, 2017 and any other circulars, notifications and guidelines issued thereunder). In case of Bids made by Mutual Funds, a certified true copy of the issued by SEBI is required to be attached along with the Application Form, failing which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

Bids by Eligible NRIs

In accordance with Schedule IV of the FEMA Rules, Eligible NRIs, including companies, trusts and partnership firms incorporated outside India which are owned and controlled by NRIs, are permitted to purchase units issued by an 'investment vehicle' without any limit, either on the stock exchange or outside it. The FEMA Rules define an 'investment vehicle' to mean an entity registered and regulated under the regulations framed by the SEBI or any other authority designated for that purpose, including an InvIT governed by the SEBI. Investments by Eligible NRIs in the Units shall be on a non-repatriation basis, and shall be deemed to be domestic investment at par with investments made by residents of India.

Bids by Insurance Companies

Bids may be made by insurance companies as permitted by the Insurance Regulatory and Development Authority of India in terms of the Master Circular – Investments, 2016 and the circular issued by the IRDAI entitled, Investment in Units of Real Estate Investment Trusts (REIT) & Infrastructure Investment Trusts (InvIT), dated March 14, 2017.

Bids under Power of Attorney

In case of Bids made pursuant to a power of attorney by Institutional Investors or bodies corporate, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the memorandum of association and articles of association and/or bye laws must be submitted along with the Application Form, failing which the Investment Manager, in consultation with the Lead Managers, reserves the right to reject the Bid.

The Investment Manager, in consultation with the Lead Managers, in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Application Form.

Allotments, if any, made to FVCIs in the Issue are subject to the respective rules and regulations that are applicable to each of them.

All Non-Resident Investors including Eligible NRIs and FPIs 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 NRIs, FPIs and FVCIs and all Bidders will be treated on the same basis with other categories for the purpose of allocation.

The Parties to the Trust and the Lead Managers are not liable for any amendment or modification or change to applicable law or regulations, which may occur after the date of the Placement Memorandum. Eligible Investors are advised to make their independent investigations and satisfy themselves that they are eligible to apply in this Issue. Eligible Investors are advised to ensure that any single application from them does not exceed the investment limits or maximum number of Units that can be held by them under applicable law or regulation or as specified in the Placement Memorandum.

Note: *Affiliates or associates of the Lead Managers who are Eligible Investors may participate in the Issue in compliance with applicable law.*

Maximum and Minimum Bid Size

- Each Bidder is required to Bid for a Minimum Bid Size of ₹ 250 million and in multiples of 100,000 Units thereafter.

- No Bidder shall Bid for such number of Units that exceeds the Issue size.

Application Process

Application Form

Bidders shall only use the Application Forms provided by the Investment Manager electronically, for the purpose of making a Bid in terms of the Placement Memorandum.

By making a Bid for the Units through Application Forms, Bidders will be deemed to have made the following representations and warranties, respectively:

(a). The Bidder confirms that it is an Institutional Investor or a Body Corporate, and is eligible to participate in the Issue;
(b). The Bidder has deposited the Bid Amount in the Cash Escrow Account;
(c). The Bidder has no right to withdraw its Bid once such Bid is submitted to the Lead Managers;
(d). Revised Bids, if any, shall have been submitted during the Bid/ Issue Period;
(e). The Bidder confirms that it is eligible to apply for, and hold, any Units that may be Allotted to the Bidder pursuant to the Issue. The Bidder further confirms that any such Allotment of Units to, and the holding of Units by, the Bidder does not, and shall not, exceed the level permissible as per any law applicable to the Bidder; and
(f). The Bidder confirms that it is outside the United States and it is purchasing the Units in an offshore transaction in reliance on Regulation S under the Securities Act.

ELIGIBLE INVESTORS MUST PROVIDE THEIR DEMAT ACCOUNT DETAILS, THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER, BENEFICIARY ACCOUNT NUMBER AND BANK ACCOUNT DETAILS IN THE APPLICATION FORM. ELIGIBLE INVESTORS MUST ENSURE THAT THE NAME GIVEN IN THE APPLICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEMAT ACCOUNT IS HELD.

Demographic details such as address and bank account details will be obtained from the Depositories as per the demat account details given in the Application Form.

Instructions for completing the Application Form

Bidders may note that Application Forms not filled completely or correctly as per instructions provided in the Placement Memorandum and the Application Form are liable to be rejected. The Bids should adhere to the following:

(a). Bids must be made only in the prescribed Application Form;
(b). Application Form must be completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained herein and in the Application Form. Incomplete Application Forms are liable to be rejected. Bidders must provide details of valid and active DP ID, Client ID and PAN clearly and without error. Invalid accounts, suspended accounts, or where such account is classified as invalid or suspended shall not be considered for Allotment. Bidders should note that the Lead Managers, Registrar and the Investment Manager will not be liable for errors in data entry due to incomplete or illegible Application Forms; and
(c). Bidders are required to sign the Application Form. Bidders should ensure that the 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.

Submission of Application Form

All Application Forms must be duly completed with information including the name of the Bidder, the number of the Units applied for and the Bid Amount and the details of the bank account from which payment of the Bid Amount was made. The Application Form shall be submitted to the Lead Managers either through electronic form or through physical delivery of the Application Form at the following address:

ICICI Securities Limited
ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai 400 025
Maharashtra, India
Tel: +91 22 6807 7100
E-mail: isci.invit@icicisecurities.com
Contact Person: Harsh Thakkar

Axis Capital Limited
1st Floor, Axis House
C 2 Wadia International Centre
Pandurang Budhkar Marg, Worli
Mumbai 400 025
Tel: +91 22 4325 2183
E-mail: isci.invit@axiscap.in
Contact Person: Prashant Kolhe/Harish Patel

The Lead Managers shall not be required to provide any written acknowledgement for receipt of the Application Form.

PAN

Each Eligible Investor must mention its Permanent Account Number ("PAN") allotted under the IT Act. Each Eligible Investor is required to submit a copy of its PAN card along with the Application Form. Applications without this information will be considered incomplete and are liable to be rejected. Eligible Investors should not submit the general index registrar number ("**GIR**") instead of the PAN as the Application Form is liable to be rejected on this ground.

Bank Account for Payment of Bid Amount

The Investment Manager will open the Cash Escrow Account with [●], acting as the Escrow Collection Bank in terms of the arrangement to be entered among the Trust, the Investment Manager, the Lead Managers and the Escrow Collection Bank. Bidders are required to deposit the entire Bid Amount during the Bid/Issue Period, together with the completed Application Form, in favour of "[●]".

If the payment of the Bid Amount is not made favouring the Cash Escrow Account within the Bid/Issue Period, the Application Form of the Bidder is liable to be rejected.

The Trustee and the Investment Manager shall utilize the amount deposited in the Cash Escrow Account only for the purposes of: (i) adjustment against Allotment; or (ii) refund of application monies in case of any failure to allot Units in the Issue. For further details, please see the section entitled "*Issue Information - Refunds*" on page 211.

Payment Instructions

The payment of Bid Amount shall be made by the Bidders in the name of the Cash Escrow Account as per the payment instructions provided in the Placement Memorandum and the Application Form.

Payments are to be made only through electronic fund transfer. Payments through cheques or cash or any mode other than electronic mode shall be rejected.

Allocation

The Bidders shall submit their Bids for the Units within the Bid/Issue Period to the Lead Managers. The Registrar shall provide a schedule of Bids received which shall indicate the Bid Amount received in respect of each Bid (based on a schedule to be provided by the Escrow Collection Bank to the Registrar), to the Lead Managers.

Method of Allocation

The Investment Manager shall determine the Allocation in consultation with the Lead Managers on a discretionary basis, or in such manner as may be determined by the Investment Manager, subject to InvIT Regulations and other applicable law. After finalization of the Allocation, the Investment Manager will update the Placement Memorandum with the Issue details and file the Final Placement Memorandum with SEBI, and dispatch the CAN, together with a serially numbered Final Placement Memorandum to each successful Bidder.

THE DECISION OF THE INVESTMENT MANAGER, IN CONSULTATION WITH THE LEAD MANAGER IN RESPECT OF ALLOCATION SHALL BE FINAL AND BINDING ON ALL BIDDERS. BIDDERS MAY NOTE THAT ALLOCATION OF THE UNITS IS AT THE SOLE AND ABSOLUTE DISCRETION OF THE INVESTMENT MANAGER, IN CONSULTATION WITH THE LEAD MANAGER, AND BIDDERS MAY NOT RECEIVE ANY ALLOCATION EVEN IF THEY HAVE SUBMITTED VALID APPLICATION FORMS. NEITHER THE INVESTMENT MANAGER NOR THE LEAD MANAGER ARE OBLIGED TO ASSIGN ANY REASON FOR ANY SUCH NON-ALLOCATION.

The Investment Manager in consultation with the Placement Agents reserves the right to withdraw the Issue anytime after the Bid/Issue Opening Date but before the Allotment, without assigning any reasons whatsoever.

Confirmation of Allocation Note or CAN

Based on the Application Forms and the Bid Amounts received from Bidders, the Investment Manager, in consultation with the Lead Managers, in their sole and absolute discretion, will decide the Bidders to whom the serially numbered CANs shall be sent, pursuant to which the details of Units Allocated to them shall be notified to such Bidders. Further, details of the amounts payable for Allotment of the Units in their respective names shall be notified to such Bidders. Additionally, the CAN will include the probable designated date, being the date of credit of the Units to the respective Bidder's demat account ("**Designated Date**").

Bidders, who have been Allocated Units, would also be sent a serially numbered Final Placement Memorandum either in electronic form or by physical delivery along with the serially numbered CAN. The dispatch of the serially numbered Final Placement Memorandum and the CAN to Bidders shall be deemed a valid, binding and irrevocable contract in respect of the number of Units Allocated to each successful Bidder.

Bidders are advised to instruct their Depository Participant to accept the Units that may be Allotted to them pursuant to the Issue.

Bidders' Demat Account and Bank Account Details

Bidders should note that on the basis of Bidders' PAN, DP ID and Client ID provided by them in the Application Form, the Registrar will obtain from the Depository the demographic details including the Bidders' address and bank account details (including the nine-digit Magnetic Ink Character Recognition ("**MICR**") code as appearing on a cheque leaf (the "**Demographic Details**"), from the Depository. The Demographic Details will be used for giving refunds (including through direct credit, NACH, NECS, NEFT and RTGS) to the Bidders. It is mandatory to provide the bank account details in the space provided in the Application Form and Application Forms that do not contain such details are liable to be rejected. Hence, Bidders are advised to immediately update their bank account details, PAN and Demographic Details as appearing in the records of the Depository Participant and ensure that they are true and correct. Failure to do so could result in delays in credit of refunds to Bidders at their sole risk and none of the Lead Managers, the Registrar, the Escrow Collection Bank, the Investment Manager or the Trustee will have any responsibility or undertake any liability for this. Accordingly, Bidders should carefully fill in their demat account details in the Application Form.

By signing the Application Form, the Bidder is deemed to have authorized the Depositories to provide to the Registrar, on request, the required Demographic Details as available in their records.

Closing Date and Allotment of the Units

The Trustee and the Investment Manager will endeavour to complete the Allotment of Units by the Closing Date.

In accordance with the InvIT Regulations, the Units will be issued and Allotment shall be made only in dematerialised form to the Allottees. The Investment Manager (on behalf of the Trust) and the Registrar have entered into:

1. an agreement with NSDL; and
2. an agreement with CDSL.

The Trustee and/or the Investment Manager, at their discretion, reserve the right to cancel or withdraw the Issue at any time after the Bid/Issue Opening Date prior to the issuance of CAN, without assigning any reason whatsoever.

Following the Allotment of the Units, the Investment Manager will apply for final listing and trading approval from the Stock Exchange. The Investment Manager and the Placement Agents shall endeavour to list the Units on the Stock Exchange within six Working Days from the Bid/Issue Closing Date.

Refunds

In the event of failure of Allotment, the Trust shall be liable to refund the Bid Amounts to the Allottees in compliance with the InvIT Regulations. In the event of non-receipt of listing permission from the Stock Exchange, the Units shall not be eligible for listing and the Trust shall be liable to refund the Bid Amounts to the Allottees immediately along with interest at the rate of 15% per annum, from the date of Allotment until such time prescribed under, and in compliance with, the InvIT Regulations.

Other Instructions

Right to Reject Applications

The Investment Manager, in consultation with the Lead Managers, may reject Bids, in part or in full, without assigning any reason whatsoever. The decision of the Investment Manager and the Lead Managers in relation to the rejection of Bids shall be final and binding.

Units in Dematerialised form with NSDL or CDSL

The Allotment of the Units shall be only in dematerialised form (i.e., not in physical certificates but represented by the statement issued through the electronic mode).

The Units in electronic form can be traded only on the stock exchanges having electronic connectivity with NSDL and CDSL. BSE has electronic connectivity with NSDL and CDSL. The trading of the Units would be in dematerialised form only for all Unitholders in the respective demat segment of BSE. For details in respect of the minimum trading lot, please see the section entitled "*Issue Structure*" on page 204.

A Bidder applying for the Units to be issued pursuant to the Issue must have at least one beneficiary account with a Depository Participant of NSDL or CDSL prior to making the Bid. Allotment to a successful Bidder will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of such Bidder.

The Trustee, the Investment Manager or the Lead Managers, will not be responsible or liable for the delay in the credit of the Units to be issued and transferred pursuant to the Issue due to errors in the Application Form, delay in payment of Bid Amount or otherwise on part of the Bidders.

STATEMENT OF TAX BENEFITS

Ref: VAF/2023-24/29

To
The Board of Directors,
Infinite India Investment Management Limited (the "Investment Manager") in its capacity as an Investment Manager of Intelligent Supply Chain Infrastructure Trust (the "Issuer" or the "Trust")
7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai - 400025

Dear Sirs/Madam,

Sub: Statement of possible direct tax benefits available to Intelligent Supply Chain Infrastructure Trust (the "Trust") and its unitholders under the Income Tax Act, 1961 in connection with the proposed private placement of units (the "Units") by the Trust

The enclosed statement ("Statement") states the possible tax benefits available to Intelligent Supply Chain Infrastructure Trust (the "Trust") and its unitholders under the Income-tax Act, 1961 (the "Act") presently in force in India. We have stamped and initialled the said Statement for identification only. Several of these benefits are dependent on the Trust or its unitholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Trust or its unitholders to derive the tax benefits is dependent upon fulfilling such conditions, which are based on the business imperatives, the Trust or its unitholders may or may not choose to fulfil. The benefits discussed in the enclosed Statement are not exhaustive and the preparation of the contents stated is the responsibility of Infinite India Investment Management Limited (the "Investment Manager"). We are informed that this Statement is only intended to provide general information to the investors and hence is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the Issue.

Our confirmation is based on the information, explanations and representations obtained from the Investment Manager and on the basis of our understanding of the business activities and operations of the Trust.

We do not express an opinion or provide any assurance as to whether:
- The Trust or its unitholders will continue to obtain these benefits in future;
- The conditions prescribed for availing the benefits, where applicable have been/would be met with; and
- The revenue authorities/courts will concur with the views expressed herein.

This Statement is intended solely for inclusion in the Draft Placement Memorandum, Placement Memorandum and Final Placement Memorandum (collectively the "Placement Documents") of the Trust prepared in connection with the proposed Issue of the Trust and should not be circulated, copied, used/referred to for any other purpose, without our prior written consent.

Please note that the tax rates provided in the Statement are excluding applicable surcharge and education cess.

For Deloitte Haskins & Sells LLP
Chartered Accountants
(Firm's Registration No. 117366W/W-100018)

Varsha A. Fadte
Partner
Membership No. 103999
UDIN: 23103999BGXJHE2865

Place: Panaji, Goa
Date: August 18, 2023

TAX BENEFITS AVAILABLE TO INTELLIGENT SUPPLY CHAIN INFRASTRUCTURE TRUST ('BUSINESS TRUST') UNDER THE ACT

The following benefits are available to the business trust after fulfilling conditions as per the applicable provisions of the Act and the guidelines prescribed by the Securities and Exchange Board of India ('SEBI') (including the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended) ('SEBI Regulations'). Business trust is defined under section 2(13A) of the Act to include trust registered as an Infrastructure Investment Trust under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 made under the Securities and Exchange Board of India Act, 1992 (15 of 1992) ('SEBI Act, 1992).

Tax benefits in the hands of the Business Trust in respect of interest and dividend income received from the Special Purpose Vehicle(s) ('SPVs'):

Interest and dividend received or receivable by the business trust from the Project SPVs should be exempt from tax under section 10(23FC) of the Act. For the purposes of this section, SPV means an Indian company in which the business trust holds controlling interest and any specific percentage of shareholding or interest, as may be required by the regulations under which such trust is granted registration.

In view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the disallowance considered by the business trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Income-tax Rules, 1962 ('the Rules').

In addition, section 194A(3)(xi) exempts SPV from provisions of tax deduction at source ('TDS') in respect of interest paid or payable to the business trust, provided such interest is in relation to interest other than 'interest on securities'.

To bring parity, the provisions of section 193 pertaining to 'interest on securities' have been amended vide Finance Act 2023 to provide that no TDS is deductible in respect of interest as referred to in section 10(23FC) which is received by the business trust from an SPV as defined under section 10(23FC) of the Act.
Section 194 exempts SPV from the provisions of TDS in respect of dividend credited or paid to a business trust.

Tax benefits in the hands of the business trust in respect of income other than the income distributed by the SPVs:

Income by way of dividend:

Finance Act, 2020 has discontinued the exemption available under section 10(34) and hence the business trust shall be liable to pay tax on dividends received on or after April 1, 2020 at maximum marginal rate ('MMR').

MMR refers to the rate of income-tax (including surcharge and cess on income-tax, if any) applicable in relation to the highest slab of income as specified in the Finance Act of the relevant year.

As per section 57 of the Act, no deduction shall be allowable against the dividend income other than deduction on account of interest expense and such deduction shall not exceed 20% of the dividend income included in the total income for that year, without deduction under section 57 of the Act.

Further, as per section 194 of the Act, the entity declaring dividend shall be liable to withhold tax at the rate of 10.00% on profits distributed to business trust in the form of dividends.

• Finance Act, 2020 has discontinued the exemption available under section 10(35) and hence the business trust shall be liable to pay tax on income in respect of units received on or after 1 April 2020 at MMR. As per section 57 of the Act, no deduction shall be allowable against the income in respect of specified units other than deduction on account of interest expense and such deduction shall not exceed 20% of the income in respect of units included in the total income for that year, without deduction under section 57 of the Act. Further, as per section 194K of the Act, the entity paying any income (other than income in the nature of capital gains) in respect of units shall be liable to withhold tax at the rate of 10.00% on such income paid in excess of Rs.5,000 during the financial year.

Section 94(7) of the Act (commonly known as dividend stripping)

Section 94(7) of the Act provides that where:

(i) Any person buys or acquires any securities or unit within a period of three months prior to the record date[1];

[1] Record date means a date fixed for the purposes of entitlement of the holder of the securities or units, as the case may be, to receive

(ii) Such person sells or transfers such securities within three months after such record date or such unit within nine months after such record date;
(iii) The dividend or income on such securities or unit received or receivable by such person is exempt then, the loss, if any, arising on account of such purchase and sale of securities or unit, to the extent of the dividend or income received or receivable on such securities or unit, shall be ignored for computing income chargeable to tax.

Finance Act, 2022 (w.e.f. 1 April 2023) has extended the applicability of section 94(7) to a business trust as defined in section 2(13A) of the Act.

Section 94(8) of the Act (commonly known as bonus stripping)

Section 94(8) of the Act provides that where:

(i) Any person buys or acquires any securities or units within three months prior to the record date[2];
(ii) Such person is allotted additional securities or units without any payment on the basis of holding of such securities or units on such date;
(iii) Such person sells or transfers all or any of the securities or units within nine months after the record date, while continuing to hold all or any of the additional securities or units referred in clause (ii) above then, the loss, if any, arising on account of such purchase and sale of all or any of the securities or units shall be ignored for computing income chargeable to tax and notwithstanding anything contained in any other provision of the Act, the amount of loss so ignored shall be deemed to be the cost of purchase or acquisition of such additional securities or units referred to in clause (ii) above as are held on the date of such sale or transfer.

Finance Act, 2022 (w.e.f. 1 April 2023) has extended the applicability of section 94(8) to a business trust as defined in section 2(13A) of the Act.

Section 10(34A) of the Act - Income from buy back of shares

The provisions of section 115QA mandate domestic companies to pay an additional tax at the rate of 20.00% (plus applicable surcharge and cess) of the distributed income on buy-back of shares. Distributed income means the consideration paid by the company on buy-back of shares as reduced by the amount which was received by the company for issue of such shares, determined as per Rule 40BB of the Income-tax Rules, 1962.

Further, income arising from buy-back of shares as referred to in Section 115QA shall not be taxable as per section 10(34A) of the Act in the hands of the business trust.

In view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning such exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Rules.

Section 115UA(2) read with section 111A, section 112 and section 112A of the Act – Taxability of business income, capital gains and income from other sources in the hands of the business trust

In terms of section 115UA(2) of the Act, the total income of the business trust shall be chargeable to tax at the MMR in force except for the income chargeable to tax on transfer of Short Term Capital assets under section 111A and Long Terms Capital assets under section 112 of the Act. Section 112A is not explicitly mentioned in section 115UA(2) of the Act.

If the period of holding of a security (other than a unit) listed on a recognized stock exchange in India or a unit of the Unit Trust of India or a unit of an equity oriented fund or a zero coupon bond is more than 12 months, it will be considered a long term capital asset as per section 2(29AA) read with section 2(42A) of the Act. With respect to shares of a company not being listed on a recognized stock exchange in India or immovable property, being land, building, or both, the determinative period of holding shall be more than 24 months for it to be regarded as long term capital asset. With respect to other assets including a unit of a mutual fund other than equity oriented mutual fund or unit of a business trust, the determinative period of holding is more than 36 months for it to be regarded as long term capital asset.

As per the provisions of section 111A of the Act, any income arising from transfer of short term capital asset being an

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dividend, income, or additional securities or units without any consideration, as the case may be.

[2] Record date means a date fixed to entitles the holder of such securities or units to receive dividend, income, or additional securities or unit without consideration, as the case may be

equity share in a company or a unit of an equity oriented fund or a unit of a business trust, transacted through a recognized stock exchange and subject to Securities Transaction Tax ('STT'), will be taxable at a concessional rate of 15.00% (plus applicable surcharge and cess). However, the condition of STT shall not apply if the transaction is undertaken on a recognised stock exchange located in any International Financial Services Centre ('IFSC') and where the consideration for such transaction is paid or payable in foreign currency.

As per the provisions of section 112(1)(d) of the Act, gains arising on the transfer of long term capital assets shall be chargeable to tax in the hands of the business trust at the rate of 20.00% (plus applicable surcharge and cess). However, as per the proviso to section 112 of the Act, long term capital gains on transfer of listed securities (other than units) or zero coupon bonds shall be taxable at lower of the following:

- 10.00% (plus applicable surcharge and cess) without indexation benefit as specified under second proviso to section 48 of the Act; or
- 20.00% (plus applicable surcharge and cess) with indexation benefit under second proviso to section 48 of the Act

Further, as per section 112A, , gains exceeding one lakh rupees arising on the transfer of long term capital asset, being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust, transacted through a recognized stock exchange and subject to STT, shall be chargeable to tax in the hands of the business trust at the rate of 10.00% (plus applicable surcharge and cess) without applying the benefit under the first and second provisos to section 48 of the Act. The condition of STT shall not apply to a transaction undertaken on a recognized stock exchange located in any IFSC and where the consideration for such transaction is received or receivable in foreign currency.

Section 48 of the Act prescribes the mode of computation of capital gains and provides for deduction of cost of acquisition/ improvement and expenses incurred in connection with the transfer of a capital asset, from the sale consideration to arrive at the amount of capital gains. However, in certain situations, in respect of long term capital gains, section 48 provides for substitution of cost of acquisition/ improvement with indexed cost of acquisition/ improvement, which adjusts the cost of acquisition/ improvement by a cost inflation index as prescribed from time to time. Such indexation benefit would not be available in respect of long term capital gains arising on listed bonds (other than specified bonds), debentures, listed equity shares in a company or units of equity oriented funds or units of a business trust referred to in section 112 / 112A of the Act.

As per section 50CA of the Act, where the consideration on transfer of unquoted shares of a company, is less than the fair market value of such share determined in the manner prescribed under Rule 11UAD of the Rules, the value so determined shall for the purpose of section 48 of the Act, be deemed as the full value of consideration of such transfer. In accordance with, and subject to the conditions, including the limit of investment of ₹ 50 lakhs, capital gains arising on transfer of a long term capital asset, being land or building or both, shall be exempt from capital gains under section 54EC if the gains are invested within 6 months from the date of transfer in purchase of specified bonds (redeemable after five years and issued on or after 1 April 2018) issued by National Highways Authority of India (NHAI) or Rural Electrification Corporation Ltd (RECL) or any other bond notified by the Central Government, if permitted to be invested by a business trust as per the extant governing regulations. In case the whole of the gains are not so invested, the exemption shall be allowed on a pro rata basis.

In accordance with, and subject to the conditions, including the limit of investment of ₹ 50 lakhs, capital gains arising on transfer of a long term capital asset shall be exempt from capital gains tax under section 54EE if the gains are invested within 6 months from the date of transfer in the purchase of long- term specified assets (i.e., units, issued before 1st April 2019, of such fund as may be notified by the Central Government in this behalf) if permitted to be invested by a business trust as per the extant governing regulations. In case the whole of the gains are not so invested, the exemption shall be allowed on a pro rata basis.

Section 71 of the Act provides that long-term capital loss / short-term capital loss arising during the year cannot be set-off against income under any other head other than capital gains for the same year. Further, as per section 70 read with section 74 of the Act, short term capital loss arising during a year is allowed to be set-off against short term capital gains as well as long term capital gains. Balance loss, if any, shall be carried forward and set- off against any capital gains arising during eight assessment years immediately succeeding the assessment year for which the loss was first computed. Also, as per section 70 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

B) TAX BENEFITS AVAILABLE TO UNIT-HOLDERS OF THE BUSINESS TRUST

- Special Benefits available to the Unit-Holders of the business trust:

Following tax benefits are specifically available to the unitholders of the business trust subject to the fulfilment of the conditions specified in the Act and SEBI Regulations:

- Section 10(23FD) of the Act - Tax exemption in respect of income distributed by the business trust (except interest and dividend received from SPV by the business trust provided dividend is received from SPV exercising option under section 115BAA of the Act):

As per the provisions of section 115UA(1) of the Act, the income distributed by the business trust shall be deemed to be of the same nature and in the same proportion in the hands of the Unit-holders as if such income was received by or accrued to the business trust.

As per the provisions of section 10(23FD), any income referred to in section 115UA(1) of the Act and distributed by the business trust shall not be included in the total income of the unit- holders except for the following income:

- Interest referred to in Section 10(23FC)(a) of the Act; and
- Specified dividend i.e. dividend income referred to in section 10(23FC)(b) of the Act received in cases where SPV has exercised the option under Section 115BAA of the Act.

SPVs have the option, subject to certain conditions, to choose a concessional tax rate of 22% (plus applicable surcharge and cess) under section 115BAA of the Act. In case, SPV has exercised the option under section 115BAA of the Act, any dividend distributed by the business trust out of the dividend paid by such SPV, shall be taxable in the hands of the unitholders. In other cases, the dividend distributed by the business trust out of the dividend paid by SPV which has not exercised the option under section 115BAA of the Act, shall be exempt in the hands of the unitholders under section 10(23FD) of the Act.

In view of the provisions of section 14A of the Act, any expenditure incurred in relation to earning the above exempt income shall not be tax deductible. In case the Tax Authorities are not satisfied with the disallowance considered by the Trust, the quantum of disallowance shall be computed in accordance with the provisions of section 14A read with Rule 8D of the Rules.

Further, as per section 57 of the Act, no deduction shall be allowable against the taxable dividend income other than deduction on account of interest expense and such deduction shall not exceed 20% of the dividend income included in the total income for that year, without deduction under section 57 of the Act

Finance Act, 2023 has brought in an exception to the above by adding a new clause (xii) under section 56(2) of the Act to provide that any distribution received by unitholders that is not covered under section 10(23FC) or 10(23FCA) of the Act and that which is not chargeable to tax under section 115UA(2) of the Act, shall be charged to tax as ‘income from other sources’ provided such amount received (including similar distributions in earlier years to the same unitholders or any other unitholders) is in excess of the amount at which units were issued by the InvIT, as reduced by the amount charged to tax under this provision in earlier year. Such income shall be chargeable to tax at the rates applicable based on the status of the unitholder.

- <u>General Benefits available to the Unit-Holders of the business trust:</u>

<u>For resident Unit-holders:</u>

- Income distributed by a business trust being dividend and interest from SPVs which is not exempt under section 10(23FD) of the Act and income chargeable to tax under section 56(2)(xii) of the Act, shall be taxable in the hands of resident unitholders at the tax rates applicable to such unitholders.

- Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of the business trust through a recognized stock exchange, on which STT is paid, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% (plus applicable surcharge and cess) under section 112A of the Act if the said units are long-term capital assets. The determinative period of holding for such units to qualify as long term capital asset is more than 36 months. In case of a unit-holder being a resident individual or HUF, where the total taxable income as reduced by long-term capital gains is below the basic exemption limit, the long-term capital gains will be reduced to the extent of the shortfall and only the balance long-term capital gains will be subjected to such tax in accordance with the proviso to sub-section (2) of section 112A of the Act. Income arising on transfer of units of the business trust that are long term capital assets, where the transfer is not effected through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 20.00%, with indexation benefit (plus applicable surcharge and cess) in terms of section 112(1)(a) and section 112(1)(b) of the Act. In case of a unit-holder being a resident individual or HUF, where the total taxable income as reduced by long-term capital gains is below the basic exemption limit, the long-term capital gains will be reduced to the extent of the shortfall and only the balance long-term capital gains will be subjected to such tax in accordance with the proviso to section 112(1)(a) of the Act.

- Short-term capital gains arising on transfer of the units of the business trust will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act provided such transaction is subject to STT and through a recognized stock exchange. In case of a unit-holder being a resident individual or HUF, where the total taxable income as reduced by short-term capital gains is below the basic exemption limit, the short-term capital gains will be reduced to the extent of the shortfall and only the balance short-term capital gains will be subjected to such tax in accordance with the proviso to sub-section (1) of section 111A of the Act. Short term capital gains on transfer of units of the business trust, not transacted through a recognized stock exchange and not subject to STT shall be taxable at the rate of tax applicable for respective unit holders.

- In case of determining the period of holding for units of business trust allotted pursuant to exchange of shares of SPV as per clause (hc) of Explanation 1 to section 2(42A) of the Act, the period of holding for the units shall include the period for which the shares were held by the promoter in the SPV.

- As per clauses (iie)/(fc) of Explanation 1 to section 115JB of the Act, the following shall not be considered while computing book profits for levy of Minimum Alternate Tax ('MAT'):

  - notional gain/loss on transfer of shares of SPV in exchange of units allotted by the business trust referred to in clause (xvii) of section 47; or
  - notional gain/loss resulting from any change in carrying amount of said units; or
  - gain/loss on transfer of units allotted by the business trust referred to in clause (xvii) of section 47.

- As per clauses (k)/(iif) of Explanation 1 to section 115JB, any gain/loss on transfer of units referred to in clause (xvii) of section 47 shall be considered while computing the book profit for levy of MAT by taking into account the cost of the shares exchanged with units referred to in the said clause or the carrying amount of the shares at the time of exchange where such shares are carried at a value other than the cost through statement of profit and loss, as the case may be.

- In case of unitholders other than companies that are liable to Alternate Minimum Tax ('AMT') under the provisions of section 115JC of the Act, the gains arising, if any, on sale of units of the business trust are to be included as part of the adjusted total income for the purpose of computing AMT liability. AMT paid by such unitholders should be available as credit for set-off against future tax liability, provided they do not opt to be governed by the concessional tax rates under sections 115BAC or 115BAD of the Act.

- Short Term Capital Loss computed for the given year is allowed to be set-off against Short Term/ Long Term Capital Gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other heads for the same year. Section 74 provides that the balance loss, if any, shall be carried forward and set-off against any capital gains arising during eight assessment years immediately succeeding the assessment year for which the loss was first computed. Also, as per section 70 read with section 71of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains and not against income under any other head for the same year. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

- Where the gains arising on the transfer of the units of the business trust are included in the business income of an /assessee assessable under the head "Profits and Gains from Business or Profession" and on which STT has been charged, such STT shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act. The characterization of gains/ losses, arising from sale / transfer of units, as capital gains or business income would depend on the nature of holding in the hands of the unit holder and various other factors.

<u>For non-resident Unit-Holders</u>

- Dividend which is not exempt under section 10(23FD) of the Act i.e., dividend received by the business trust from SPV who has exercised the option under section 115BAA of the Act, shall be taxable at the rate of 20% (plus applicable surcharge and cess) under the Act. This is subject to relief, if any, under the applicable DTAA.

- Interest income earned from the SPV and distributed by the business trust is not exempt under section 10(23FD) of the Act and shall be taxable in the hands of the non-resident unitholders at 5% (plus applicable surcharge and cess). This is subject to relief, if any, under the applicable DTAA.

- As per newly inserted section 56(2)(xii) of the Act, any distribution received by non-resident unitholders that is not covered under section 10(23FC) or 10(23FCA) of the Act and which is not chargeable to tax under section 115UA(2) of the Act, shall be chargeable to tax as 'income from other sources' provided such amount received (including similar distributions in earlier years to the same unitholder or any other unitholder) is in excess of the amount at which units are issued by the business trust, as reduced by the amount charged to tax earlier under this provision. Subject to relief, if any, under the applicable DTAA, such other distribution of income shall be chargeable to tax at the rates applicable to the non-resident unitholders.

- Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of the business trust, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% (plus applicable surcharge and cess) under section 112A of the Act if the said units are long-term capital assets and transfer is through a recognized stock exchange and subject to STT. These assets turn long term if they are held for more than 36 months. Income arising on transfer of units of the business trust that are long term capital assets, where the transfer is not effected through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 10.00% computed without the benefit contained in the first and second provisos to section 48 (plus applicable surcharge and cess) in terms of section 112(1)(c)(iii) of the Act.

- Short-term capital gains arising on transfer of the units of the business trust will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act if such transfer is effected through a recognized stock exchange and the transaction is chargeable to STT. Short term capital gains on transfer of units of the business trust not transacted through a recognized stock exchange and not subject to STT. shall be taxable at the rates applicable for respective unit holders.

- Short Term Capital Loss computed for the given year is allowed to be set-off against Short Term/ Long Term Capital Gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other head for the same year. Section 74 provides that the balance loss, if any, shall be carried forward and set-off against any capital gains arising during eight assessment years immediately succeeding the assessment year for which the loss was first computed. Also, as per section 70 read with section 71 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains and not against income under any other head for the same year. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

- Where the gains arising on the transfer of units of the business trust are included in the business income of an assessee assessable under the head "Profits and Gains from Business or Profession" and on which STT has been charged, such STT shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act.

- Under the provisions of section 90(2) of the Act, a non-resident will be governed by the provisions of the Double Tax Avoidance Agreement ('DTAA') between India and the country of tax residence of the non-resident and the provisions of the Act apply to the extent they are more beneficial to the assessee.

- Eligibility for DTAA benefit shall be subject to furnishing of relevant documents/declarations viz. tax residency certificate, Form 10F, etc. by the non-resident.

- As per Explanation 4 to section 115JB(2), the provisions of section 115JB shall not be applicable to a foreign company if the foreign company is a resident of a country having DTAA with India and such foreign company does not have a permanent establishment within the definition of the term in the relevant DTAA, or the foreign company is a resident of a country which does not have a DTAA with India and such foreign company is not required to seek registration under section 592 of the Companies Act, 1956 or section 380 of the Companies Act, 2013.

- In case of unitholders other than companies that are liable to AMT under the provisions of section 115JC of the Act, the gains arising, if any, on sale of units of the business trust are to be included as part of the adjusted total income for the purpose of computing AMT liability. AMT paid by such unitholders should be available as credit for set-off against future tax liability, provided they do not opt to be governed by the concessional tax rates under sections 115BAC or 115BAD of the Act.

<u>For Unit-holders who are Foreign Portfolio Investors ('FPIs')/ Foreign Institutional Investors ('FIIs'):</u>

- Where the gains arising on the transfer of units of the business trust are included in the business income of an assessee assessable under the head "Profits and Gains from Business or Profession" and on which STT has been charged, such STT shall be a deductible expense from business income as per the provisions of section 36(1)(xv) of the Act.

- As per section 2(14) of the Act, any securities held by an FII being invested in accordance with the regulations made under the SEBI, 1992 shall be regarded as a capital asset. Accordingly, any income arising on transfer of such capital asset shall be in the nature of capital gains.

- Long Term Capital Gains (exceeding one lakh rupees) arising on transfer of units of the business trust, shall be chargeable to tax in the hands of the unit holders at a rate of 10.00% (plus applicable surcharge and cess) without the benefit contained in the first and second provisos to section 48 (plus applicable surcharge and cess) in terms of section 112(1)(c)(iii) of the Act if the said units are long-term capital assets and transfer is through a recognized stock exchange and subject to STT. These assets turn long term if they are held for more than 36 months.

- Income arising on transfer of units of the business trust that are long term capital assets, where the transfer is not effected through a recognized stock exchange and not subject to STT, shall be chargeable to tax at 10.00%, computed without the benefit contained in the first and second provisos to section 48 (plus applicable surcharge and cess) in accordance with section 115AD of the Act.

- Short-term capital gains arising on transfer of the units of the business trust will be chargeable to tax at the rate of 15.00% (plus applicable surcharge and cess) as per the provisions of section 111A of the Act if such transfer is effected through a recognized stock exchange and the transaction is chargeable to STT.

- Short term capital gains on transfer of units of the business trust, not transacted through a recognized stock exchange and not subject to STT, shall be taxable at 30.00% (plus applicable surcharge and cess) in accordance with section 115AD(1)(ii) of the Act.

- Short term capital loss computed for the given year is allowed to be set-off against short term/ long term capital gains computed for the said year under section 70 of the Act. Further, as per Section 71 of the Act, short term capital loss for the year cannot be set-off against income under any other head for the same year. Section 74 provides that the balance loss, if any, shall be carried forward and set-off against any capital gains arising during eight assessment years immediately succeeding the assessment year for which the loss was first computed. Also, as per section 70 read with section 71 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains and not against income under any other head for the same year. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent eight assessment years.

- As per section 196D, no tax is to be deducted from any income, by way of capital gains of FII/FPI arising from the transfer of units referred to in section 115AD of the Act. In respect of non-residents, the tax rates and consequent taxation mentioned above will be further subject to any benefits available under the DTAA, if any, between India and the country in which the FII/ FPI has fiscal domicile. As per the provisions of section 90(2) of the Act, the provisions of the Act would prevail over the provisions of the DTAA to the extent they are more beneficial to the FII/ FPI. Eligibility for DTAA benefit shall be subject to furnishing of relevant documents/declarations viz. tax residency certificate, Form 10F, etc. by the FII/ FPI.

- On any other income in respect of securities referred to in section 115AD(1)(a) of the Act, other than capital gains and interest income subject to TDS under section 194LD of the Act, TDS shall apply at 20% (plus applicable surcharge and cess) as per section 196D of the Act, subject to applicable DTAA relief, if any.

For Unit-holders who are Mutual Funds:

- Under section 10(23D) of the Act, any income earned by a Mutual Fund registered under the SEBI Act, 1992 or Regulations made thereunder, or a Mutual Fund set up by a public sector bank or a public financial institution, or a Mutual Fund authorized by the Reserve Bank of India, would be exempt from income-tax, subject to such conditions as the Central Government may by notification in the Official Gazette specify in this behalf.

- As per section 196 of the Act, the business trust is not required to withhold tax on any payment to a Mutual Fund set up under section 10(23D) of the Act.

For Unit-holders who are Venture Capital Companies (‘VCC’)/ Venture Capital Funds (‘VCF’):

For VCF/VCC registered prior to 21 May 2012

- Under Section 10(23FB) of the Act, any income from investment in a Venture Capital Undertaking (‘VCU’)arising to a VCC/ VCF (not being an investment fund specified in clause (*a*) of Explanation 1 to section 115UB) to whom a certificate of registration has been granted before 21 May 2012 under SEBI (Venture Capital Funds) Regulations, 1996, or as a subcategory of Category I Alternative Investment Fund (‘AIF) as is regulated under SEBI (AIF Regulations), 2012 made under the SEBI Act, 1992, would be exempt from income tax, subject to conditions specified therein.

- As per Section 115U of the Act, any income derived by a person from his investment in a VCC/ VCF would be taxable in the hands of the person making the investment in the same manner as if it were the income accruing or arising to or received by such person had the investments been made directly in the VCU.

For VCF/VCC registered post 21 May 2012

- VCF/VCC registered post 21 May 2012 shall be classified as a Category 1 AIF which shall be governed by the SEBI (AIF) Regulations, 2012. For such fund, benefit of section 10(23FB) and section 115U shall not be applicable and the AIF shall be governed by section 115UB read with section 10(23FBA) and 10(23FBB) which states that business income earned by such AIF shall be taxable in the hands of the AIF and exempt in the hands of the unit holders, and other income earned viz. capital gains, income from other sources, shall be exempt in the hands of the AIF and taxable in the hands of the unit holders.

- In respect of non-residents VCF/VCC, the tax rates and consequent taxation mentioned above will be further subject to any benefits available under the DTAA, if any, between India and the country in which the VCF/VCC has fiscal domicile. As per the provisions of section 90(2) of the Act, the provisions of the Act would prevail over the provisions of the DTAA to the extent they are more beneficial to the VCF/VCC. Eligibility for DTAA benefit shall be subject to furnishing of relevant documents/declarations viz. tax residency certificate, Form 10F, etc. by the non-resident VCF/VCC.

C) TAX DEDUCTION AT SOURCE

Withholding of tax by SPV:

The interest payable by SPV to the business trust shall not be subject to withholding tax as per section 193 and 194A of the Act. As per section 194 of the Act, the SPV shall not be required to withhold taxes when they make payment of dividend to the business trust.

d. Section 194LBA – Certain income from units of the business trust:

As per the provisions of section 115UA(1) of the Act, the income distributed by the business trust shall be deemed to be of the same nature and in the same proportion in the hands of the unitholders as if such income was received by or accrued to the business trust.

The distribution of income, in the nature of interest or dividend, by the business trust to the unitholders, would be subject to TDS under section 194LBA of the Act at the time of credit of such payment to the account of the unitholders, or at the time of payment thereof, whichever is earlier. The rate of withholding as per section 194LBA of the Act shall be as under:

- On interest income:
  - 10% in case of resident unitholder; and
  - 5% in case of non-resident unitholder

- On dividend income, being that proportion of dividend earned from an SPV which has exercised the option of beneficial tax regime under section 115BAA of the Act:
  - 10% in case of resident unitholder; and
  - 10% in case of non-resident unitholder

- On dividend income, being that proportion of dividend earned from an SPV which has not exercised the option of beneficial tax regime under section 115BAA of the Act, no TDS shall apply.

- The TDS rates above shall be subject to surcharge, cess and DTAA benefit, if applicable.

On certain distributions proposed to be considered as income for the unitholders, as per the amendment introduced in the Finance Act, 2023, it would be pertinent to note that the Finance Act, 2023 has not introduced any separate withholding tax provisions with respect to such distributions. The withholding tax rate applicable on such distributions shall be determined on the basis of the tax residential status of the unitholder and applicable DTAA benefits, if any.

e. Applicability of other provisions

No income tax is deductible at source from income by way of capital gains arising to a resident shareholder under the present provisions of the Act. However, as per the provisions of Section 195 of the Act, any income by way of capital gains payable to non-residents may be subject to withholding of tax at the rate under the domestic tax laws or under the DTAA, whichever is beneficial to the assessee, unless a lower withholding tax certificate is obtained from the tax authorities. However, the non-resident investor will have to furnish a certificate of his being a tax resident in a country outside India and a suitable declaration for not having a fixed base/ permanent establishment in India, to get the benefit of the applicable DTAA and such other document as may be prescribed as per the provisions of section 90(4) of Act.

As per section 206AA of the Act, where a taxpayer does not possess a Permanent Account Number ('PAN'), taxes shall be withheld on payment of taxable income to such taxpayer at the higher of the rates provided therein.

Pursuant to amendment in section 206AA vide notification 53/2016 dated 24 June 2016 introducing Rule 37BC, requirement of quoting PAN in case of certain specified income is relaxed by maintaining specified documents as mentioned in the said Rule.

Further, Finance Act, 2021 had introduced a new provision - section 206AB in the Act for deducting tax at higher rates on payments made to non-filers of income-tax returns. Section 206AB of the Act applies where any sum or income is paid to a 'specified person' and tax is required to be deducted at source under specified provisions of the Act.

If provisions of section 206AA or section 206AB of the Act are applicable to a unitholder, tax shall be deducted at higher of the rates provided under the respective sections of the Act.

Notes:

- Business trust is compulsorily required to file Income-tax return as per section 139(4E) of the Act
- The income-tax rates specified in this note are as applicable for the Financial Year 2023-24 relevant to the Assessment Year 2024-25, and are exclusive of surcharge and cess, if any. Rates of surcharge and cess are as provided below:

Surcharge:

Domestic companies (not opting for Section 115BAA):

If the total income does not exceed INR 1 crore – Nil
If the total income exceeds INR 1 crore but does not exceed INR 10 crores - 7%
If the total income exceeds INR 10 crores – 12%

Domestic companies (opting for Section 115BAA) – 10%

Foreign companies:

If the total income does not exceed INR 1 crore - Nil
If the total income exceeds INR 1 crore but does not exceed INR 10 crores - 2%If the total income exceeds INR 10 crores – 5%

For individuals (under old tax regime)#

	Taxable Income	**Surcharge (%)**
1	If total income (including capital gains on specified securities and dividend income) is above Rs 50 Lakhs & upto Rs 1 Cr	**10%**
2	If total income (including capital gains on specified securities and dividend income) is above Rs 1 Cr. & upto Rs 2 Crs.	**15%**
3	If total income (excluding capital gains on specified securities and dividend income) is above Rs 2 Crs. & upto Rs 5 Crs.	**25%**
4	If total income (excluding capital gains on specified securities and dividend income) is above Rs 5 Crs.	**37%**
5	If total income (including capital gains on specified securities and dividend income) is above 2 Crs. but is not covered under 3 and 4 above.	**15%**

However, in case the total income includes capital gains on specified securities or dividend income, surcharge in respect of that part of income shall not exceed 15%

Specified securities mean equity shares, units of equity oriented mutual funds, units of business trust taxed under section 111A, section 112 and section 112A of the Act.

The maximum rate of surcharge under new tax regime (as provided u/s 115BAC of the Act) is 25%

f. For FPIs (AOP and BOI)*

	Taxable Income	Surcharge (%)
1	If total income (including capital gains on specified securities and dividend income) is above Rs 50 Lakhs & upto Rs 1 Cr	**10%**
2	If total income (including capital gains on specified securities and dividend income) is above Rs 1 Cr. & upto Rs 2 Crs.	**15%**
3	If total income (excluding capital gains on specified securities and dividend income) is above Rs 2 Crs. & upto Rs 5 Crs.	**25%**
4	If total income (excluding capital gains on specified securities and dividend income) is above Rs 5 Crs.	**37%**
5	If total income is above 2 Crs. (including capital gains on specified securities and dividend income) but is not covered under 3 and 4 above.	**15%**

However, in case the total income includes capital gains on specified securities or dividend income, surcharge in respect of that part of income shall not exceed 15%.

Specified securities mean equity shares, units of equity oriented mutual funds, units of business trust taxed under section 111A, section 112 and section 112A of the Act.

*** The maximum surcharge rate for AOP with all corporate members, shall be capped at 15%**

Health and Education cess:

In all cases, Health and Education cess will be levied at the rate of 4 per cent of the aggregate of income-tax and surcharge.

Notes:

- The stated benefits will be available only to the sole/ first named holder in case the units are held by joint holders.

- In respect of non-residents, the tax rates and the consequent taxation mentioned above shall be further subject to any benefits available under the applicable DTAA, if any, between India and the country in which the non-resident has fiscal domicile. Further, it is essential to meet the terms and conditions viz. tax residency, principal purpose test, beneficial ownership test etc. as enacted in DTAAs entered into by India with various countries based on Multilateral Instrument to implement tax treaty related measures to prevent Base Erosion and Profit Shifting.

- The tax implications/ benefits stated in this document are subject to General Anti Avoidance Rules ('GAAR') provisions under the Act. GAAR may be invoked by the Indian income-tax authorities in case arrangements are found to be impermissible avoidance arrangements. Further, in case GAAR provisions are invoked, the onus to prove that the main purpose of an arrangement was not to obtain any tax benefit is on the taxpayer. Also, any resident or non-resident may approach the Board for Advance Rulings (earlier Authority for Advance Rulings) to determine whether an arrangement can be regarded as an impermissible avoidance arrangement.

- This statement does not discuss any tax consequences in a country outside India of an investment in the units of The Trust. The unitholders / investors in the country outside India are advised to consult their own professional advisors regarding possible tax consequences that apply to them in such country outside India.

- This statement is intended only to provide general information to the investors and is neither designed nor intended to be substituted for professional tax advice. In view of the individual nature of tax consequences, each investor is advised to consult his/her own tax advisor with respect to specific tax consequences of his/her participation in the scheme.

- No assurance is given that the revenue authorities/courts will concur with the views expressed herein. Our views are based on the existing provisions of law and its interpretation, which are subject to changes from time to time. We do not assume responsibility to update the views consequent to such changes. We shall not be liable for any claims, liabilities or expenses relating to this assignment except to the extent of fees relating to this assignment, as finally judicially determined to have resulted primarily from bad faith or intentional misconduct. We will not be liable to any other person in respect of this statement.

- This statement of possible direct tax benefits enumerated above is as per the Act as amended by the Finance Act, 2023. The above statement of possible Direct-tax Benefits sets out the possible tax benefits available to the Trust and its unit holders under the current tax laws presently in force in India. Several of these benefits available are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant tax laws.

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

LEGAL MATTERS

Each of Cyril Amarchand Mangaldas and Khaitan & Co, do not make, or purport to make, any statement in this Draft Placement Memorandum and is not aware of any statement in this Draft Placement Memorandum which purports to be based on a statement made by any of them, and it makes no representation, express or implied, regarding, and to the extent permitted by law takes no responsibility for, any statement in or omission from this Draft Placement Memorandum.

INDEPENDENT ACCOUNTANTS

The Special Purpose Combined Financial Statements have been prepared in accordance with the requirements of the InvIT Regulations and the accounting principles generally accepted in India, including Ind AS. The Special Purpose Combined Financial Statements included in this Draft Placement Memorandum have been audited by Deloitte Haskins & Sells LLP, Chartered Accountants, the statutory auditors of the Trust, as stated in their audit report dated August 18, 2023 included in this Draft Placement Memorandum.

CAPITALISATION STATEMENT

For the Trust on a consolidated basis:

Particulars	Pre-Issue as of March 31, 2023 (in ₹ crore)	Post-Issue as of September 30, 2023 (in ₹ crore)
Borrowings (non-current, current borrowings including maturity of long term borrowings, redeemable preference shares, non-convertible debentures including interest accrued)	Nil	Nil
Creditors for capital expenditure	Nil	Nil
Other liabilities including Ind AS 116 lease liability	-	855.00
Borrowings availed by the Trust pursuant to the InvIT Loan Agreement	Nil	2,122.00
Total borrowings including creditors for capital expenditure	**Nil**	**2,977.00**
Initial contribution to the Trust	Nil	Nil
Additional contribution to the Trust	Nil	Nil
Unit Capital	Nil	3,048.00
Other equity	Nil	50.00
Non-controlling interest	Nil	Nil
Total Equity	**Nil**	**3,098.00**

For the Warehouse SPV on a standalone basis:

Particulars	Pre-Issue as of March 31, 2023 (in ₹ crore)	Post-Issue as of September 30, 2023 (in ₹ crore)
Borrowings (non-current, current borrowings including maturity of long term borrowings, redeemable preference shares, non-convertible debentures including interest accrued)	Nil	5,050.00
Creditors for capital expenditure	Nil	Nil
Other liabilities including Ind AS 116 lease liability	-	855.00
Total borrowings including creditors for capital expenditure	**Nil**	**5,905**
Equity capital	0.01	100.00
Other equity	Nil	50.00
Total Equity	**Nil**	**150.00**

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following contracts, which are or may be deemed material have been entered or are to be entered into in due course. These contracts and also the documents for inspection referred to hereunder, may be inspected by Eligible Investors who shall receive the Placement Memorandum at the principal place of business of the Trust, from 10:00 A.M. to 5:00 P.M., on all Working Days from the date of the Placement Memorandum until the date of Allotment of the Units pursuant to this Issue. Any of the contracts or documents mentioned in this Draft Placement Memorandum may be amended or modified at any time if so required in the interest of the Trust or if required by the other parties, without reference to the Unitholder, subject to compliance with applicable law and InvIT Documents.

1. Indenture of Trust entered into between the Sponsor and the Trustee dated August 17, 2021.

2. SEBI registration certificate for the Trust bearing number IN/InvIT/22-23/0024 dated February 27, 2023 as an infrastructure investment trust.

3. The Investment Management Agreement entered into between the Trust (acting through the Trustee) and the Investment Manager dated August 18, 2021.

4. The Project Implementation and Management Agreement entered into between Trustee, the Project Manager, the Investment Manager, and the Warehouse SPV, dated August 17, 2023.

5. The Share Purchase Agreement entered into between the Trust (acting through its Trustee), the Investment Manager, the Sponsor and the Warehouse SPV, dated August 17, 2023.

6. The Asset Purchase and Sale Agreement entered into between the Sponsor and Warehouse SPV dated August 17, 2023.

7. The Warehouse Use Agreement entered into between the Sponsor and Warehouse SPV dated August 17, 2023.

8. The O&M Agreement entered into between the Project Manager, Warehouse SPV and RPPMSL dated August 17, 2023.

9. The Shareholders' and Option Agreement entered into between the Trust (acting through its Trustee), the Investment Manager, the Warehouse SPV and the Sponsor RPPMSL dated August 17, 2023.

10. The Project Execution Agreement entered into between Project Manager, Warehouse SPV and RPPMSL dated August 17, 2023.

11. The Placement Agreement entered into between the Trust (acting through its Trustee), the Investment Manager, the Trustee, the Sponsor, the Project Manager and the Lead Managers, dated August 17, 2023.

12. The Cash Escrow Agreement entered into between the Trust (acting through its Trustee), the Investment Manager, the Trustee, the Sponsor, the Lead Managers and the Escrow Collection Bank, dated [●].

13. The Trust Loan – I Agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager and the Warehouse SPV.

14. The Trust Loan – II Agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager and the Warehouse SPV.

15. The InvIT Loan Agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager , Sikka Ports & Terminals Limited and the Sponsor.

16. The tripartite agreement between NSDL, the Trust and the Registrar.

17. The tripartite agreement between CDSL, the Trust and the Registrar.

18. The certified copies of the updated Memorandum and Articles of Association of the Investment Manager.

19. The board resolution of the Investment Manager dated August 17, 2023, authorising this Issue.

20. The consents from the (i) Lead Managers; (ii) Legal counsel to the Trust and to the Sponsor as to Indian law; (iii) Legal counsel to the Lead Managers as to Indian Law; (iv) Trustee, the Sponsor and the Investment Manager; (v) Valuer; (vi) Registrar; (vii) Architect, (viii) Compliance Officer of the Trust; and (ix) the Auditors.

21. The certificate from the Architect dated August 17, 2023.

22. The Special Purpose Combined Financial Statements and the report thereon.

23. The financial statements of the Sponsor for financial period or years ended March 31, 2023, March 31, 2022 and March 31, 2021 along with the report thereto.

24. The financial statements of the Investment Manager for financial period or years ended March 31, 2023, March 31, 2022 and March 31, 2021 along with the report thereto.

25. The Projections of Revenue and Operating Cash Flow and the report thereon.

26. The statement of tax benefits dated August 17, 2023 from the Auditors.

27. Corporate governance policies of the Investment Manager.

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Shailesh Shankarlal Vaidya
Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Rajendra Dwarkadas Hingwala
Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Dipti Neelakantan
Non-Executive Non-Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Sridhar Vaidyanadhan
Non-Executive Non-Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Riddhi Nimesh Bhimani
Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Investment Manager declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Investment Manager further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Infinite India Investment Management Limited**

Sd/-
Adi Rusi Patel
Non-executive Non-Independent Director

Date: August 18, 2023
Place: Mumbai

DECLARATION

The Sponsor declares and certifies that all relevant provisions of the InvIT Regulations, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be) have been complied with and no statement made in this Draft Placement Memorandum is contrary to the applicable provisions of the InvIT Regulations, the SCRA, SEBI Act and all rules, regulations and guidelines issued by the GoI or SEBI (as the case may be). The Sponsor further certifies that all the statements and disclosures in this Draft Placement Memorandum are material, true, correct, not misleading and adequate in order to enable the Bidders to make an informed decision.

For **Reliance Retail Ventures Limited**

Sd/-
Venkatachalam Subramaniam
Director

Date: August 18, 2023
Place: Mumbai

ANNEXURE A

SPECIAL PURPOSE COMBINED FINANCIAL STATEMENTS

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Intelligent Supply Chain Infrastructure Trust

Special Purpose Combined Financial Statements

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Balance Sheet

₹ in Crore

	Notes	As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
Assets				
Non-Current Assets				
Property, Plant and Equipment	**1**	3,770.41	1,774.25	671.10
Capital Work-in-Progress	**1**	490.93	51.27	-
Total Non-Current Assets		**4,261.34**	**1,825.52**	**671.10**
Current Assets				
Financial Assets				
Trade Receivables	**2**	33.14	14.72	31.10
Cash and Cash Equivalents	**3**	0.00	0.00	0.00
Other Financial Assets	**4**	77.02	58.62	7.09
Other Current Assets	**5**	455.17	220.47	37.33
Total Current Assets		**565.33**	**293.81**	**75.52**
Total Assets		**4,826.67**	**2,119.33**	**746.62**
Equity and Liabilities				
Equity				
Unit Capital		**-**	**-**	**-**
Equity Share Capital	**6**	0.01	0.01	0.01
Other Equity	**7**	4,825.35	2,118.13	745.65
Total Equity		**4,825.36**	**2,118.14**	**745.66**
Liabilities				
Current Liabilities				
Financial Liabilities				
Trade Payables Due to:	**8**			
Micro and Small Enterprises		-	-	-
Other than Micro and Small Enterprises		1.31	1.19	0.96
Other Current Liabilities	**9**	0.00	-	-
Total Current Liabilities		**1.31**	**1.19**	**0.96**
Total Liabilities		**1.31**	**1.19**	**0.96**
Total Equity and Liabilities		**4,826.67**	**2,119.33**	**746.62**
Significant Accounting Policies	**A to D**			
See accompanying notes to the Special Purpose Combined financial statements	**1 to 20**			

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Statement of Profit and Loss

₹ in Crore

	Notes	2022-23	2021-22	2020-21
INCOME				
Income from Services		596.07	262.45	140.40
Value of Sales & Services (Revenue)		**596.07**	**262.45**	**140.40**
Less: GST Recovered		88.96	35.34	20.77
Revenue from Operations	**10**	**507.11**	**227.11**	**119.63**
Total Income		**507.11**	**227.11**	**119.63**
EXPENSES				
Cost of services		294.71	137.63	79.87
Employee Benefits Expense	**11**	10.70	5.94	3.99
Depreciation and Amortisation Expenses	**1**	183.54	74.44	30.56
Other Expenses	**12**	4.59	3.45	2.02
Total Expenses		**493.54**	**221.46**	**116.44**
Profit for the Year		**13.57**	**5.65**	**3.19**
Other Comprehensive Income (OCI)		**-**	**-**	**-**
Total Other Comprehensive Income for the Year		**-**	**-**	**-**
Total Comprehensive Income for the Year		**13.57**	**5.65**	**3.19**
Earnings Per Unit (EPU)	**13**	-	-	-
Significant Accounting Policies	**A to D**			
See accompanying notes to the Special Purpose Combined financial statements	**1 to 20**			

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants
Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Statement of Changes in Unit holders 'equity

₹ in Crore

		As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
A	**Unit Capital***	-	-	-
	*As on 31st March, 2023, 31st March, 2022, 31st March, 2021 there were no Units issued. Hence the same is not applicable			
B	**Equity Share Capital**			
	Equity Shares	0.01	0.01	-
	Class'A' Equity Shares of ₹ 10/- each fully paid up	-	-	0.01
		0.01	**0.01**	**0.01**
C	**Other Equity**			
	Retained Earnings			
	As per last Balance Sheet	8.84	3.19	(0.00)
	Add: Profit for the year	13.57	5.65	3.19
		22.41	**8.84**	**3.19**
	Balance with remaining group			
	As per last Balance Sheet	2,109.29	742.46	-
	Add: Add during the year	2,693.65	1,366.83	742.46
		4,802.94	**2,109.29**	**742.46**
	Total	**4,825.35**	**2,118.13**	**745.65**

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm’s Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

Intelligent Supply Chain Infrastructure Trust
Special Purpose Combined Statement of Cash Flows

₹ in Crore

	2022-23	2021-22	2020-21
A: CASH FLOW FROM OPERATING ACTIVITIES			
Net Profit before Tax as per Statement of Profit and Loss	13.57	5.65	3.19
Adjusted for:			
Depreciation and Amortisation Expenses	183.54	74.44	30.56
Subtotal	183.54	74.44	30.56
Operating Profit before Working Capital Changes	**197.11**	**80.09**	**33.75**
Adjusted for:			
Trade and Other Receivables	(271.52)	(218.29)	(75.52)
Trade and Other Payables	0.12	0.23	0.97
Subtotal	(271.40)	(218.06)	(74.55)
Cash used in Operations	**(74.29)**	**(137.97)**	**(40.80)**
Taxes Paid (Net)	-	-	-
Net Cash Flow used in Operating Activities	**(74.29)**	**(137.97)**	**(40.80)**
B: CASH FLOW FROM INVESTING ACTIVITIES			
Purchase of Property, Plant and Equipment and Capital Work-in-Progress	(2,619.36)	(1,228.86)	(701.66)
Net Cash Flow used in Investing Activities	**(2,619.36)**	**(1,228.86)**	**(701.66)**
C: CASH FLOW FROM FINANCING ACTIVITIES			
Net Cash Flow Generated from Financing Activities	**-**	**-**	**-**
Net (Decrease)/Increase in Cash and Cash Equivalents	**(2,693.65)**	**(1,366.83)**	(742.46)
Balance with Remaining Group (Refer note B.1 of Significant Accounting Policies)	2,693.65	1,366.83	742.46
Opening Balance of Cash and Cash Equivalents	**0.00**	**0.00**	**0.00**
Closing Balance of Cash and Cash Equivalents	**0.00**	**0.00**	**0.00**

The above Statement of Cash Flows has been prepared under the "Indirect Method" as set out in IND AS-7 "Statement of Cash Flows"

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated : 18th August 2023

For and on behalf of the Board of Directors
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Compliance Officer

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Authorised Signatory

Place:Mumbai
Dated : 17th August 2023

A. Introduction

Reliance Retail Ventures Limited (the “Sponsor”), a company registered in India, has set up Intelligent Supply Chain Infrastructure Trust (the "Trust") on 17th August, 2021 as a contributory irrevocable trust under the provisions of the Indian Trusts Act, 1882. The Trust was registered as an infrastructure investment trust under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and the circulars issued thereunder (the “SEBI InvIT Regulations”) on 27th February, 2023, having registration number IN/InvIT/22-23/0024. The Trust has been settled for an initial sum of ₹ 10,000.

Axis Trustee Services Limited is the Trustee for the Trust (the “Trustee”). Investment Manager of the Trust is Infinite India Investment Management Limited (the “Investment Manager”).

The investment objectives of the Trust are to carry on the activities of an infrastructure investment trust, as permissible under the SEBI InvIT Regulations. In terms of the share purchase agreement dated 17th August 2023, the Trust proposes to acquire 100% of the equity share capital of Intelligent Supply Chain Infrastructure Management Private Limited (ISCIMPL –the “SPV”) from the Sponsor. ISCIMPL has also entered into an Asset Purchase and Sale Agreement dated 17th August 2023 in terms of which it proposes to acquire, all property, plant and equipment of the Sponsor located at the identified warehouses ("Warehouse Assets"). The acquisition of the equity shares of ISCIMPL and the acquisition of the Warehouse Assets would be funded from the initial offer of units proposed to be undertaken by the Trust. Additionally, the Trust would be borrowing monies which would also be used for acquisition of the Warehouse Assets.

B. Significant Accounting Policies

B.1 Purpose and Basis of Accounting and Preparation of Special Purpose Combined Financial Statements

The Special Purpose Combined Financial Statements comprising of Intelligent Supply Chain Infrastructure Trust and Intelligent Supply Chain Infrastructure Management Private Limited (collectively, the “Proposed Trust Group”) comprise the Combined Balance Sheets as at 31st March, 2023, 31st March, 2022 and 31st March, 2021, the Combined Statement of Profit and Loss (including other comprehensive income), the Combined Statement of Changes in Unit holders ‘equity and the Combined Statement of Cash Flows for the years ended 31st March, 2023, 31st March, 2022 and 31st March, 2021, and notes to the Special Purpose Combined Financial Statements, including a summary of significant accounting policies and other explanatory information (“Special Purpose Combined Financial Statements”). These Special Purpose Combined Financial Statements of the Proposed Trust Group were approved by the Board of Directors of the Investment Manager in its meeting held on 17th August 2023.

The Special Purpose Combined Financial Statements are special purpose financial statements and have been prepared by the Investment Manager to meet the requirements of the SEBI InvIT Regulations for inclusion in the Draft Placement Memorandum, Placement Memorandum and Final Placement Memorandum prepared by the Investment Manager in connection with the proposed Issue. As a result, the Special Purpose Combined Financial Statements may not be suitable for any other purpose.

In accordance with the requirements of the SEBI InvIT Regulations, since the Trust is registered with SEBI on 27th February 2023 and has been in existence for a period lesser than three completed financial years and the historical financial statements of the Trust are not available for the entire portion of the reporting period of three years i.e 31st March, 2023, 31st March, 2022 and 31st, March 2021, the Special Purpose Combined Financial Statements have been prepared and disclosed for the periods when such historical combined financial statements were not available. Hence, as required by the SEBI InvIT Regulations, the Special Purpose Combined Financial Statements are prepared based on an assumption that the carve-out Warehouse Assets were part of the Proposed Trust Group for the reporting periods when the Trust was not in existence.

However, the Special Purpose Combined Financial Statements may not be representative of the position which may prevail after the Warehouse Assets are transferred to the SPV.

The Special Purpose Combined Financial Statements are presented in Indian Rupees Crore, except when otherwise indicated. ₹ 0.00 represents amount less than ₹ 1 lakh.

Statement of Compliance:

The Special Purpose Combined Financial Statements are prepared based on the Indian Accounting Standards and the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013 ("the Act") as applicable ("Ind AS") and the Guidance Note on Combined and Carve Out Financial Statements issued by the Institute of Chartered Accountants of India (the "Guidance Note") and other relevant provisions relating to disclosures required as per SEBI InvIT Regulations.

The Special Purpose Combined Financial Statements are prepared on the historical cost basis using uniform policies as explained below for like transactions and other events in similar circumstances.

Basis of combination and carve-out:

The Special Purpose Combined Financial Statements have been prepared using uniform accounting policies for like transactions and other events in similar circumstances. The procedures for preparing Special Purpose Combined Financial Statements of the Proposed Trust Group are stated below:

a) The Special Purpose Combined Financial Statements were combined by adding like items of assets, liabilities, equity, income, expenses and cash flows for the years ended 31st March, 2023, 31st March, 2022 and 31st, March 2021,

b) Since the Trust was registered under SEBI InvIT Regulations on 27th February, 2023, the Special Purpose Combined Financial Statements do not include any standalone financial information of the Trust.

c) As the Warehouse Assets were held by the Sponsor as of 31st March, 2023, the financial statements of the Sponsor for the years ended 31st March, 2023, 31st March, 2022 and 31st, March 2021, were carved out for items of assets, liabilities, income, expenditure and other information as are transferred to the SPV and as determined by the management of the Sponsor.

d) Since the SPV is committed to acquire from Sponsor, the Warehouse Assets, under the Asset Purchase and Sale Agreement dated 17th August 2023, the Warehouse Assets have been recorded on the basis of the acquisition price under the Asset Purchase and Sale Agreement that also reflects the Book Value of the Warehouse Assets as of 31st March 2023. Other assets that directly pertain to the identified warehouses have been recorded as such and in other cases have been apportioned on the basis of turnover or asset base. The liabilities that directly pertain to the identified warehouses have been recorded as such.

e) Revenue and expenses that can be directly determined towards the identified warehouses are recorded as such and for other cases, they have been apportioned between the identified warehouses and other warehousing sites.

f) The difference between the assets acquired and liabilities assumed has been presented under the line-item Balance with remaining group under Other Equity in Note 7 to the Special Purpose Combined Financial Statements.

g) The carved-out Warehouse Assets transferred to the SPV do not include transfer of the tax assets and tax liabilities. Hence, no impact of deferred tax assets and liabilities has been given in the Special Purpose Combined Financial Statements for the years ended 31st March, 2023, 31st March, 2022 and 31st, March 2021 since the tax benefits available to the SPV will be different from the tax benefits available to the Sponsor.

B.2 Summary of Significant Accounting Policies

(a) Current and Non-Current Classification

The Proposed Trust Group presents assets and liabilities in the Balance Sheet based on Current/ Non-Current classification.

An asset is treated as Current when it is -
- Expected to be realised or intended to be sold or consumed in normal operating cycle;
- Held primarily for the purpose of trading;
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period.

All other assets are classified as non-current.

A liability is current when -
- It is expected to be settled in normal operating cycle;
- It is held primarily for the purpose of trading;
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period.

The Proposed Trust Group classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current assets and liabilities.

(b) Property, Plant and Equipment

Property, Plant and Equipment are stated at cost, net of recoverable taxes, trade discount and rebates less accumulated depreciation and impairment losses, if any. Such cost includes purchase price and any cost directly attributable to bringing the assets to its working condition for its intended use.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Proposed Trust Group and the cost can be measured reliably.

Property, Plant and Equipment which are significant to the total cost of that item of Property, Plant and Equipment and having different useful life are accounted separately.

Other Indirect Expenses incurred relating to project, net of income earned during the project development stage prior to its intended use, are considered as pre - operative expenses and disclosed under capital work in progress.

Depreciation on Property, Plant and Equipment is provided on straight line method and based on useful life of the assets as prescribed in Schedule II to the Companies Act, 2013. Leasehold improvements are amortized over the estimated useful life.

The residual values, useful lives and methods of depreciation of Property, Plant and Equipment are reviewed at each financial year end and adjusted prospectively, if appropriate.

Gains or losses arising from derecognition of a Property, Plant and Equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the Statement of Profit and Loss when the asset is derecognised.

(c) Cash and Cash Equivalents

Cash and cash equivalents comprise of cash on hand, cash at banks, short term deposits and short-term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

(d) Provisions

Provisions are recognised when the Proposed Trust Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

(e) Contingent Liabilities

Disclosure of contingent liability is made when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Proposed Trust Group or a present obligation that arises from past events where it is either not probable that an outflow of resources embodying economic benefits will be required to settle or a reliable estimate of amount cannot be made.

(f) Employee Benefits Expense

Short Term Employee Benefits

The undiscounted amount of short term employee benefits expected to be paid in exchange for the services rendered by employees are recognised as an expense during the period when the employees render the services.

Post-Employment Benefits

Defined Contribution Plans

A defined contribution plan is a post-employment benefit plan under which the specified contributions are paid to a separate entity. Monthly contributions are paid towards Provident Fund and Pension Scheme.

Contribution payable to the provident fund scheme are recognised as an expense, when an employee renders the related service. If the contribution payable to the scheme for service received before the balance sheet date exceeds the contribution already paid, the deficit payable to the scheme is recognized as a liability after deducting the contribution already paid. If the contribution already paid exceeds the contribution due for services received before the balance sheet date, then excess is recognized as an asset to the extent that the pre-payment will lead to, for example, a reduction in future payment or a cash refund.

Defined Benefit Plans

Gratuity is payable to the employees who have completed five years of service with the Proposed Trust Group at the time of resignation/superannuation. The gratuity is paid @15 days salary for every completed year of service as per the Payment of Gratuity Act, 1972.

The liability in respect of gratuity and other post-employment benefits is calculated using the Projected Unit Credit Method and spread over the period during which the benefit is expected to be derived from employees' services.

Remeasurement gains and losses arising from adjustments and changes in actuarial assumptions are recognised in the period in which they occur in Other Comprehensive Income.

(g) Revenue Recognition

Revenue from contracts with customers is recognised when control of the services are transferred to the customer at an amount that reflects the consideration entitled in exchange for those services. The Proposed Trust Group has generally concluded that it is the principal in its revenue arrangement, because it typically controls the services before transferring them to the customer.

Revenue from rendering of services is recognised over time by measuring the progress towards complete satisfaction of performance obligations at the reporting period.

Revenue is measured at the amount of consideration which the Proposed Trust Group expects to be entitled to in exchange for transferring distinct services to a customer as specified in the contract, excluding amounts collected on behalf of third parties (for example taxes and duties collected on behalf of the government). Consideration is generally due upon satisfaction of performance obligations and a receivable is recognized when it becomes unconditional.

In case of discounts, rebates, credits, price incentives or similar terms, consideration are determined based on its expected value, which is assessed at each reporting period.

Contract balances

Trade receivables

A receivable represents the Proposed Trust Group's right to an amount of consideration that is unconditional.

Contract liabilities

A contract liability is the obligation to transfer services to a customer for which the Proposed Trust Group has received consideration (or an amount of consideration is due) from the customer. If a customer pays consideration before the Proposed Trust Group transfers services to the customer, a contract liability is recognised when the payment is made or the payment is due (whichever is earlier). Contract liabilities are recognised as revenue when the Proposed Trust Group performs under the contract.

(h) Financial Instruments

i) Financial Assets

A. Initial Recognition and Measurement

All Financial Assets are initially recognized at fair value. Transaction costs that are directly attributable to the acquisition or issue of Financial Assets, which are not at Fair Value Through Profit or Loss, are adjusted to the fair value on initial recognition. Purchase and sale of Financial Assets are recognised using trade date accounting.

B. Subsequent Measurement

a) Financial Assets Measured at Amortised Cost (AC)

A Financial Asset is measured at Amortised Cost if it is held within a business model whose objective is to hold the asset in order to collect contractual cash flows and the contractual terms of the Financial Asset give rise on specified dates to cash flows that represents solely payments of principal and interest on the principal amount outstanding.

C. Impairment of Financial Assets

In accordance with Ind AS 109, the Proposed Trust Group uses “Expected Credit Loss” (ECL) model, for evaluating impairment of Financial Assets other than those measured at Fair Value Through Profit and Loss (FVTPL).

Expected credit losses are measured through a loss allowance at an amount equal to:

- The 12 months expected credit losses (expected credit losses that result from those default events on the financial instrument that are possible within 12 months after the reporting date);

  Or

- Full lifetime expected credit losses (expected credit losses that result from all possible default events over the life of the financial instrument)

For Trade Receivables the Proposed Trust Group applies ‘simplified approach’ which requires expected lifetime losses to be recognised from initial recognition of the receivables. The Proposed Trust Group uses historical default rates to determine impairment loss on the portfolio of trade receivables. At every reporting date these historical default rates are reviewed and changes in the forward looking estimates are analysed.

For other assets, the Proposed Trust Group uses 12 month ECL to provide for impairment loss where there is no significant increase in credit risk. If there is significant increase in credit risk full lifetime ECL is used.

ii) Financial Liabilities

A. Initial Recognition and Measurement

All Financial Liabilities are recognized at fair value and in case of borrowings, net of directly attributable cost. Fees of recurring nature are directly recognised in the Statement of Profit and Loss as finance cost.

B. Subsequent Measurement

Financial Liabilities are carried at amortized cost using the effective interest method. For trade and other payables maturing within one year from the balance sheet date, the carrying amounts approximate fair value due to the short maturity of these instruments.

iii) Derecognition of Financial Instruments

The Proposed Trust Group derecognizes a Financial Asset when the contractual rights to the cash flows from the Financial Asset expire or it transfers the Financial Asset and the transfer qualifies for derecognition under Ind AS 109. A Financial Liability (or a part of a Financial Liability) is derecognized from the Proposed Trust Group's Balance Sheet when the obligation specified in the contract is discharged or cancelled or expires.

iv) Offsetting

Financial Assets and Financial Liabilities are offset and the net amount is presented in the balance sheet when, and only when, the Proposed Trust Group has a legally enforceable right to set off the amount and it intends, either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(i) Earnings per Unit

Basic earnings per unit is calculated by dividing the net profit after tax by the weighted average number of units outstanding during the year. Diluted earnings per units adjusts the figures used in determination of basic earnings per unit to take into account the conversion of all dilutive potential equity units. Dilutive potential equity units are deemed converted as at the beginning of the period unless issued at a later date.

C. Critical Accounting Judgements and Key Sources of Estimation Uncertainty

The preparation of the Proposed Trust Group's Special Purpose Combined Financial Statements requires management to make judgement, estimates and assumptions that affect the reported amount of revenue, expenses, assets and liabilities and the accompanying disclosures. Uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of assets or liabilities affected in next financial years.

(a) Depreciation / Amortization and Useful Life of Property, Plant and Equipment

Estimates are involved in determining the cost attributable to bringing the assets to the location and condition necessary for it to be capable of operating in the manner intended by the management. Property, Plant and Equipment are depreciated over their estimated useful life, after taking into account estimated residual value. Management reviews the estimated useful life and residual values of the assets annually in order to determine the amount of depreciation to be recorded during any reporting period. The useful life and residual values are based on the Proposed Trust Group's historical experience with similar assets and take into account anticipated technological changes. The depreciation for future periods is revised if there are significant changes from previous estimates.

(b) Recoverability of Trade Receivables

Judgements are required in assessing the recoverability of overdue trade receivables and determining whether a provision against those receivables is required. Factors considered include the credit rating of the counterparty, the amount and timing of anticipated future payments and any possible actions that can be taken to mitigate the risk of non- payment.

D. Standards Issued but not Effective

On 31st March, 2023, the Ministry of Corporate Affairs (MCA) has notified Companies (Indian Accounting Standards) Amendment Rules, 2023.This notification has resulted into amendments in the following existing accounting standards which are applicable to Proposed Trust Group from 1st April, 2023.

i. Ind AS 101 – First time adoption of Indian Accounting Standard
ii. Ind AS 102 – Share-based Payment
iii. Ind AS 103 – Business Combinations
iv. Ind AS 107 – Financial Instruments Disclosures
v. Ind AS 109 – Financial Instruments
vi. Ind AS 115 – Revenue from Contracts with Customers
vii. Ind AS 1 – Presentation of Financial Statements
viii. Ind AS 8 – Accounting Policies, Changes in Accounting Estimates and Errors
ix. Ind AS 12 – Income Taxes
x. Ind AS 34 – Interim Financial Reporting

Application of above standards are not expected to have any significant impact on the Proposed Trust Group's Special Purpose Combined Financial Statements.

Intelligent Supply Chain Infrastructure Trust
Notes forming part of Special Purpose Combined Financial Statements

1.1 Property, Plant and Equipment and Capital Work-in-progress as at 31st March, 2023

₹ in Crore

Description	Gross block				Depreciation				Net block	
	As at 1st April, 2022	Additions/ Adjustments	Deductions/ Adjustments	**As at 31st March, 2023**	As at 1st April, 2022	For the year	Deductions/ Adjustments	**Upto 31st March, 2023**	**As at 31st March, 2023**	As at 31st March, 2022
Property, Plant and Equipment										
Plant and Machinery	16.09	100.03	-	**116.12**	1.96	9.94	-	**11.90**	**104.22**	14.13
Electrical Installations	358.68	281.66	-	**640.34**	21.25	39.23	-	**60.48**	**579.86**	337.43
Equipment	1,187.47	472.48	-	**1,659.95**	69.58	91.76	-	**161.34**	**1,498.61**	1,117.89
Furniture and Fixtures	159.65	325.69	-	**485.34**	5.71	22.95	-	**28.66**	**456.68**	153.94
Leasehold Improvements	157.36	999.84	-	**1,157.20**	6.50	19.66	-	**26.16**	**1,131.04**	150.86
Total (A)	**1,879.25**	**2,179.70**	**-**	**4,058.95**	**105.00**	**183.54**	**-**	**288.54**	**3,770.41**	**1,774.25**
Capital Work-in-Progress									**490.93**	51.27

1.2 Property, Plant and Equipment and Capital Work-in-progress as at 31st March, 2022

₹ in Crore

Description	Gross block				Depreciation				Net block	
	As at 1st April, 2021	Additions/ Adjustments	Deductions/ Adjustments	**As at 31st March, 2022**	As at 1st April, 2021	For the year	Deductions/ Adjustments	**Upto 31st March, 2022**	**As at 31st March, 2022**	As at 31st March, 2021
Property, Plant and Equipment										
Plant and Machinery	5.51	10.58	-	**16.09**	0.88	1.08	-	**1.96**	**14.13**	4.63
Electrical Installations	106.24	252.44	-	**358.68**	5.12	16.13	-	**21.25**	**337.43**	101.12
Equipment	536.03	651.44	-	**1,187.47**	22.83	46.75	-	**69.58**	**1,117.89**	513.20
Furniture and Fixtures	20.06	139.59	-	**159.65**	1.31	4.40	-	**5.71**	**153.94**	18.75
Leasehold Improvements	33.82	123.54	-	**157.36**	0.42	6.08	-	**6.50**	**150.86**	33.40
Total (A)	**701.66**	**1,177.59**	**-**	**1,879.25**	**30.56**	**74.44**	**-**	**105.00**	**1,774.25**	**671.10**
Capital Work-in-Progress									**51.27**	-

1.3 Property, Plant and Equipment and Capital Work-in-progress as at 31st March, 2021

₹ in Crore

Description	Gross block				Depreciation				Net block	
	As at 1st April 2020	Additions/ Adjustments	Deductions/ Adjustments	**As at 31st March, 2021**	As at 1st April 2020	For the year	Deductions/ Adjustments	**Upto 31st March, 2021**	**As at 31st March, 2021**	As at 31st March,2020
Property, Plant and Equipment										
Plant and Machinery	-	5.51	-	**5.51**	-	0.88	-	**0.88**	**4.63**	-
Electrical Installations	-	106.24	-	**106.24**	-	5.12	-	**5.12**	**101.12**	-
Equipment	-	536.03	-	**536.03**	-	22.83	-	**22.83**	**513.20**	-
Furniture and Fixtures	-	20.06	-	**20.06**	-	1.31	-	**1.31**	**18.75**	-
Leasehold Improvements	-	33.82	-	**33.82**	-	0.42	-	**0.42**	**33.40**	-
Total (A)	**-**	**701.66**	**-**	**701.66**	**-**	**30.56**	**-**	**30.56**	**671.10**	**-**
Capital Work-in-Progress									**-**	-

₹ in Crore

2	**Trade Receivables** *(Unsecured and Considered Good)*	**As at 31st March, 2023**	**As at 31st March, 2022**	**As at 31st March, 2021**
	Trade receivables	33.14	14.72	31.10
	Total	**33.14**	**14.72**	**31.10**

₹ in Crore

3	**Cash and Cash Equivalents**	**As at 31st March, 2023**	**As at 31st March, 2022**	**As at 31st March, 2021**
	Balances with banks	0.00	0.00	0.00
	Cash and Cash Equivalents as per Balance Sheet and Combined Statement of Cash Flows	**0.00**	**0.00**	**0.00**

₹ in Crore

4	**Other Financial Assets**	**As at 31st March, 2023**	**As at 31st March, 2022**	**As at 31st March, 2021**
	Deposits	77.02	58.62	7.09
	Total	**77.02**	**58.62**	**7.09**

₹ in Crore

5	**Other Current Assets** *(Unsecured and Considered Good)*	**As at 31st March, 2023**	**As at 31st March, 2022**	**As at 31st March, 2021**
	Balance with GST Authorities	455.17	220.47	37.33
	Total	**455.17**	**220.47**	**37.33**

₹ in Crore

		As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
6	**Share Capital***			
	Authorised Share Capital:			
	40,000 Equity Shares of ₹ 10/- each	0.04	0.04	-
	20,000 Class 'A'- Equity Shares of ₹ 10/- each	-	-	0.02
	20,000 Class 'B'- Equity Shares of ₹ 10/- each	-	-	0.02
	10,000 Preference Shares of ₹ 10/- each	0.01	0.01	0.01
		0.05	**0.05**	**0.05**
	Issued, Subscribed and Paid-Up:			
	10,000 'Equity Shares of ₹ 10/- each fully paid up	**0.01**	**0.01**	**-**
	10,000 Class'A' Equity Shares of ₹ 10/- each fully paid up	**-**	**-**	**0.01**
	Total	**0.01**	**0.01**	**0.01**

* This represents Share Capital of Intelligent Supply Chain Infrastructure Management Private Limited (the "SPV")

6.1 Detail of Shareholders holding more than 5% Shares:

	As at 31st March 2023		As at 31st March 2022		As at 31st March 2021*	
Name of Shareholders	**No of Shares**	**% Held**	**No of Shares**	**% Held**	**No of Shares**	**% Held**
Equity Shares						
Digital Media Distribution Trust (Held through its trustee, Reliance Media Transmission Private Limited)	-	-	8 000	80%	10,000	100%
Reliance Retail Ventures Limited along with its Nominees	10 000	100%	2 000	20%	-	0%

*Represents Class A Equity Shares

6.2 **The Reconciliation of the number of equity shares outstanding is set below:**

Particulars	As at 31st March, 2023	As at 31st March, 2022	As at* 31st March, 2021
Shares at the beginning of year	10 000	10,000	10,000
Add: Shares Issued during the year	-	-	-
Shares at the end of the year	10 000	10,000	10,000

*Represents Class A Equity Shares

6.3 **Rights, Preference and Restrictions attached to Shares**

The Equity Shareholder is eligible for one vote per Equity Share held. The dividend if declared, will be paid after payment of dividend on the Preference Shares, if any. In the event of dissolution or winding up of the SPV, the Equity Shareholders are eligible to receive to the extent of paid-up capital after repayment of paid-up Preference Share Capital, if any.

The Rights of Class A Equity Shares issued earlier were similar to the Equity Shares as on 31st March, 2023.

₹ in Crore

7 Other Equity	**As at 31st March, 2023**	**As at 31st March, 2022**	**As at 31st March, 2021**
Retained Earnings			
As per last Balance Sheet	8.84	3.19	(0.00)
Add: Profit for the year	13.57	5.65	3.19
	22.41	**8.84**	**3.19**
Balance with Remaining Group			
As per last Balance Sheet	2,109.29	742.46	-
Add: Add during the year	2,693.65	1,366.83	742.46
	4,802.94	**2,109.29**	**742.46**
Total	**4,825.35**	**2,118.13**	**745.65**

Intelligent Supply Chain Infrastructure Trust
Notes forming part of Special Purpose Combined Financial Statements

₹ in Crore

8	Trade Payables due to	As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
	Micro and Small Enterprises	-	-	-
	Other than Micro and Small Enterprises	1.31	1.19	0.96
	Total	**1.31**	**1.19**	**0.96**

₹ in Crore

9	Other Current Liabilities	As at 31st March, 2023	As at 31st March, 2022	As at 31st March, 2021
	Other Payables	0.00	-	-
		0.00	**-**	**-**

₹ in Crore

10	Revenue from Operations	2022-23	2021-22	2020-21
	Income from Services	507.11	227.11	119.63
	Total *	**507.11**	**227.11**	**119.63**

* Net of GST

₹ in Crore

11	Employee Benefits Expense	2022-23	2021-22	2020-21
	Salaries and Wages	9.66	5.39	3.38
	Contribution to Provident and Other Funds	0.56	0.32	0.52
	Staff Welfare Expenses	0.48	0.23	0.09
	Total	**10.70**	**5.94**	**3.99**

₹ in Crore

12	Other Expenses	2022-23	2021-22	2020-21
	Selling and Distribution Expenses			
	Warehousing and Distribution Expenses	0.28	0.16	0.26
		0.28	**0.16**	**0.26**
	Establishment Expenses			
	Building Repairs and Maintenance	3.72	2.99	1.56
	Insurance	0.32	0.15	0.09
	Travelling and Conveyance Expenses	-	-	0.09
	Hire Charges	0.23	0.14	0.02
	Rates and Taxes	-	0.00	0.00
	Payment to Auditors	0.01	0.01	0.00
	Professional Fees	0.00	0.00	0.00
	General Expenses	0.03	0.00	0.00
		4.31	**3.29**	**1.76**
	Total	**4.59**	**3.45**	**2.02**

13 Earnings Per Unit (EPU)

The number of Units that Intelligent Supply Chain Infrastructure Trust will issue to Investors in the proposed initial offer through private placement is not ascertainable. Hence the disclosures in respect of Earnings per Unit have not been given.

14 Contingent Liabilities and Commitments - Nil

15 Capital Management

The Proposed Trust Group manages its capital to ensure that it will continue as going concern while maximising the return to stakeholders. The Proposed Trust Group manages its capital and makes adjustment in light of changes in business condition.

16 Financial Instruments

Valuation Methodology

All financial instruments are initially recognized and subsequently re-measured at fair value as described below:

a) The fair value of investment in unquoted Mutual Funds is measured at quoted price or NAV.
b) The fair value of Forward Foreign Exchange contracts is determined using forward exchange rates at the balance sheet date.
c) All foreign currency denominated assets and liabilities are translated using exchange rate at reporting date.

Fair value measurement hierarchy:

₹ in Crore

Particulars	As at 31st March, 2023				As at 31st March, 2022				As at 31st March, 2021			
	Carrying Amount	Level of input used in			Carrying Amount	Level of input used in			Carrying Amount	Level of input used in		
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
At Amortised Cost												
Trade Receivables	33.14	-	-	-	14.72	-	-	-	31.10	-	-	-
Cash and Cash Equivalents	0.00	-	-	-	0.00	-	-	-	0.00	-	-	-
Other Financial Assets	77.02	-	-	-	58.62	-	-	-	7.09	-	-	-
Financial Liabilities												
At Amortised Cost												
Trade Payables	1.31	-	-	-	1.19	-	-	-	0.96	-	-	-

The financial instruments are categorized into three levels based on the inputs used to arrive at fair value measurements as described below:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2: Inputs other than the quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Financial Risk Management

The Proposed Trust Group's activities expose it to credit risk and liquidity risk.
This note explains the sources of risks which the Proposed Trust Group is exposed to and how it mitigates that risk.

Risk	Exposure arising from	Measurement	Mitigation
Credit Risk	Cash and cash equivalents, trade receivables, financial assets measured at cost.	Ageing analysis, Credit worthiness	Counterparty credit limits and Dealing with highly rated counterparties as a policy.
Liquidity Risk	Other liabilities.	Ageing analysis, Rolling cash-flow forecasts	Managing the outflow of payments towards liabilities in a timely and scheduled manner.

The Proposed Trust Group's risk management is carried out as per policies approved by the management. The Proposed Trust Group identifies, evaluates and mitigates financial risk in close co-operation with its operation team. The Proposed Trust Group's overall risk management programme focuses on unpredictability of financial markets and seeks to minimise potential adverse effects on The Proposed Trust Group's financial performance.

A. Credit risk

Credit risk is the risk that a customer or counterparty to a financial instrument fails to perform or pay the amounts due causing financial loss to the Proposed Trust Group. Credit risk arises from Proposed Trust Group 's activities in investments, dealing in derivatives and receivables from customers. The Proposed Trust Group ensures that services are rendered to customers with appropriate creditworthiness. Investment and other market exposures are managed against counterparty exposure limits. Credit information is regularly shared between businesses and finance function, with a framework in place to quickly identify and respond to cases of credit deterioration.
The Proposed Trust Group has a prudent and conservative process for managing its credit risk arising in the course of its business activities. The Proposed Trust Group restricts its fixed income investments in liquid securities carrying high credit rating.

B. Liquidity Risk

Liquidity risk arises from the Proposed Trust Group's inability to meet its cash flow commitments on the due date. The Proposed Trust Group maintains sufficient cash, marketable securities and committed credit facilities. It uses a range of products to ensure efficient funding from across well-diversified markets. Treasury monitors rolling forecasts of the Proposed Trust Group's cash flow position and ensures that the Proposed Trust Group is able to meet its financial obligation at all times including contingencies.
The Proposed Trust Group's liquidity is managed centrally with operating units forecasting their cash and liquidity requirements. Treasury pools the cash surpluses and arranges to either fund the net deficit or invest the net surplus in a range of short-dated, secure and liquid instruments including short-term bank deposits and similar instruments. The portfolio of these investments is diversified to avoid concentration risk in any one instrument or counterparty.

17 Related Party Disclosures :

List of related parties

Sr. No.	Name of the Related Party	Relationship
1	Reliance Retail Ventures Limited	Sponsor of the Trust
2	Reliance Industries Limited	Promoter of the Sponsor
3	Axis Trustee Services Limited	Trustee
4	Axis Bank Limited	Promoter of the Trustee
5	Infinite India Investment Management Limited	Investment Manager
6	JM Financial Limited	Promoter of the Investment Manager
7	Jio Infrastructure Management Services Limited	Project Manager
8	Reliance Industrial Investments and Holdings Limited	Promoter of the Project Manager

No transactions with above related parties were undertaken during any of the reportable years.

18 Segment Information

The Proposed Trust Group primarily carries on business of supply chain and logistics management for retail within India. Accordingly, the Proposed Trust Group has only one identifiable segment reportable under Ind AS 108 - "Operating Segments".

19 Additional disclosures as required by SEBI Circular SEBI/HO/DDHS-PoD-2/P/CIR/2023/115 dated 6th July 2023

A Consolidated Statement of Net Assets at fair Value ₹ in Crore

Particulars	As at 31st March, 2023 Book Value	Fair Value
A. Assets	4,826.67	4,826.67
B. Liabilities	1.31	1.31
C.(Net Assets A-B)	**4,825.36**	**4,825.36**
D. No of Units	-	-
E. NAV (C/D)*	-	-

*NAV per Unit is not applicable as no units were issued as at 31st March 2023

B Consolidated Statement of Total Return at Fair Value ₹ in Crore

Particulars	Year ended 31st March ,2023
Total Comprehensive Income for the Year	13.57
Total Return	13.57

C There are no debts, hence there is no debt payment history.

D Capitalisation Statement ₹ in Crore

Particulars	Pre-Issue	As Adjusted for the Issue
Total Debt (A)	-	2,122.00
Unit Holders Fund		
Unit Capital	-	3,048.00
Reserves	22.41	-
Optionally Convertible Preference Share Capital	-	50.00
Total Unit Holders Fund (B)	**22.41**	**3,098.00**
Debt equity ratio (A/B)	**-**	**0.68**

E The Proposed Trust Group consists of only one Project hence Project Wise Operating Cash Flows is not applicable.

20 In FY 2021 the Sponsor entered into a Slump sale agreement for acquiring the supply chain undertaking of Reliance Retail Limited effective 30th June 2020 on slump sale basis. Accordingly the Special Purpose Combined Financials Statements reflect the 9 months financials of Sponsor.

As per our Report of even date

For **Deloitte Haskins & Sells LLP**
Chartered Accountants

Firm's Registration No 117366W/W-100018

Varsha A. Fadte
Partner
Membership No. 103999

Place: Panaji, Goa
Dated :18th August 2023

For and on behalf of the Board of Directors
Infinite India Investment Management Limited
(Acting as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Hingwala
Director
DIN:00160602

Dipti Neelakantan
Director
DIN:00505452

Janisha Shah
Compliance Officer

Rajkumar Agrawal
Authorised Signatory

Place:Mumbai
Dated :17th August 2023

ANNEXURE B

PROJECTIONS OF REVENUE AND OPERATING CASH FLOW

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Deloitte Haskins & Sells LLP

Chartered Accountants
One International Center,
Tower 3, 27th - 32nd Floor,
Senapati Bapat Marg,
Elphinstone Road (West),
Mumbai – 400013
Maharashtra, India

Tel. +91 22 6185 4000
Fax: + 91 22 6185 4101

VAF/2023-24/28

AUDITORS' REPORT ON STATEMENT OF PROJECTIONS OF REVENUE FROM OPERATIONS AND CASH FLOWS FROM OPERATING ACTIVITIES

To
The Board of Directors,
Infinite India Investment Management Limited (the "Investment Manager") in its capacity as an Investment Manager of Intelligent Supply Chain Infrastructure Trust (the "Issuer" or the "Trust")
7th Floor, Cnergy, Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400025

1. We have examined, as appropriate (refer paragraph 3 below), the accompanying statement of projections of revenue from operations and cash flows from operating activities and the underlying assumptions of Intelligent Supply Chain Infrastructure Trust (the "Issuer" or the "Trust") and its proposed subsidiary, namely Intelligent Supply Chain Infrastructure Management Private Limited (the "SPV") (collectively, the "Proposed Trust Group") as described in the Notes of the prospective combined financial information for the years ending 31st March, 2024, 2025 and 2026 (collectively, hereinafter referred to as the "Projection Information"), in accordance with Standard on Assurance Engagement 3400, "The Examination of Prospective Financial Information", issued by the Institute of Chartered Accountants of India. The preparation and presentation of the projections including the underlying assumptions and the basis of combination, set out in the Notes to the Projection Information, is the responsibility of the Investment Manager and has been approved by the Board of Directors of the Investment Manager. Our responsibility is to examine the evidence supporting the assumptions (excluding the hypothetical assumptions) and other information in the Projection Information. Our responsibility does not include verification of the accuracy of projections (including quantitative details). Therefore, we do not vouch for the accuracy of the same.

2. The Projection Information have been prepared for the proposed private placement of units (the "Issue") of the Trust in accordance with the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended and the circulars and guidelines issued thereunder ("InvIT Regulations"). The projections have been prepared using a set of assumptions that include hypothetical assumptions about future events and the Investment Manager's actions that are not necessarily expected to occur, as set out in the Notes to the Projection Information and has been approved by the Board of Directors of the Investment Manager. Consequently, users are cautioned that the Projection Information may not be appropriate for purposes other than that described above.

3. We have carried out our examination of the Projection Information on a test basis. Based on our examination of the evidence supporting the assumptions (excluding the hypothetical assumptions), nothing has come to our attention which causes us to believe that these assumptions do not provide a reasonable basis for the Projection Information assuming that the Trust post offer capital structure and corporate structure, will be in existence from 1st October, 2023 as more fully

described in Note 2 related to the purpose and basis of preparation of the Projection Information.

4. Further, in our opinion, nothing has come to our attention that causes us to believe, that the Projection Information read with the notes therein, has not been properly prepared on the basis of the assumptions as set out in Note 3 to the Projection Information and on a consistent basis, to the extent applicable, with the accounting policies and the basis of preparation used for the preparation of the historical special purpose combined financial statements of the Trust which is included in the Draft Placement Memorandum, Placement Memorandum, and the Final Placement Memorandum (collectively, the "Placement Documents"). Even if the events anticipated under the hypothetical assumptions described above occur, actual results are still likely to be different from the projection since other anticipated events frequently do not occur as expected and the variation may be material.

5. This Report is required by InvIT Regulations requiring the independent auditor to issue a report on the projections and is issued for the sole purpose of the proposed Issue in accordance with the InvIT Regulations. Our work has not been carried out in accordance with auditing or other standards or practices accepted in jurisdictions outside India, including the United States of America, and accordingly should not be relied upon as if it had been carried upon in accordance with those standards and practices. US securities regulations do not require profit forecast to be reported by a third party. This report should not be relied upon by prospective investors in the United States of America, including persons who are qualified institutional buyers as defined under Rule 144A under the United States Securities Act of 1933, as amended participating in the Issue. We accept no responsibility and deny any liability to any person who seeks to rely on this report and who may seek to make claim in connection with any offering of securities on the basis that they had acted in reliance on such information under the protections accorded by United States of America law and regulation.

6. This report is addressed to and is provided to enable the Investment Manager to include this report in the Placement Documents in connection with the proposed Issue of units of the Trust and the Projection Information may not be meaningful for any other purpose.

For Deloitte Haskins & Sells LLP
Chartered Accountants
(Firm's Registration No. 117366W/W-100018)

DELOITTE HASKINS & SELLS LLP
CHARTERED ACCOUNTANTS

Varshashri

Varsha A. Fadte
Partner
Membership No. 103999
UDIN: 23103999BGXJHD1568

Place: Panaji, Goa
Date: 18th August, 2023

Intelligent Supply Chain Infrastructure Trust

Statement of projections of revenue from operations and cash flows from operating activities

(₹ in crore)

S No	Particulars	For the financial year ending		
		31.03.2024	**31.03.2025**	**31.03.2026**
A.	**Intelligent Supply Chain Infrastructure Trust (consolidated)**			
	Revenue from operations	675	1,368	1,419
	Cash flows from operating activities	478	1,010	1,047
B.	**Intelligent Supply Chain Infrastructure Management Private Limited**			
	Revenue from operations	675	1,368	1,419
	Cash flows from operating activities	502	1,018	1,055

The accompanying notes form an integral part of the above Statement.

For and on behalf of the Board of Directors of

Infinite India Investment Management Limited

(as Investment Manager of Intelligent Supply Chain Infrastructure Trust)

Rajendra Dwarkadas Hingwala

DIN: 00160602

Dipti Neelakantan

DIN: 00505452

Place: Mumbai

Date: August 17, 2023

DELOITTE HASKINS & SELLS LLP CHARTERED ACCOUNTANTS

Notes to the Statement of projections of revenue from operations and cash flows from operating activities

1. General information

Intelligent Supply Chain Infrastructure Trust (the "**Trust**") was set up as a contributory irrevocable trust under the provisions of the Indian Trusts Act, 1882 vide indenture of trust dated August 17, 2021, between Reliance Retail Ventures Limited ("**RRVL**" / "**Sponsor**") as the settlor and sponsor of the Trust and Axis Trustee Services Limited ("**Trustee**"). The Trust was registered as an infrastructure investment trust under the Securities Exchange Board of India (SEBI) under the SEBI (Infrastructure Investment Trust) Regulations, 2014, as amended, including any circulars and guidelines issued thereunder ("**SEBI InvIT Regulations**") on February 27, 2023, having registration number IN/InvIT/22-23/0024.

The investment manager for the Trust is Infinite India Investment Management Limited (the "**Investment Manager**"). The objective of the Trust is to carry on the activities of an infrastructure investment trust, as permissible under the InvIT Regulations, to raise resources and to make Investments in accordance with the InvIT Documents, *inter-alia* being the indenture of trust including all amendments thereto, the investment management agreement including all amendments thereto and the project implementation and management agreement and to carry on the activities of all incidental and ancillary matters thereto.

The Trust (acting through the Trustee), the Investment Manager, Intelligent Supply Chain Infrastructure Management Private Limited and RRVL have entered into a share purchase agreement dated August 17, 2023, in terms of which the Trust will acquire 100% of the equity share capital of Intelligent Supply Chain Infrastructure Management Private Limited ("**Warehouse SPV**") pursuant to the issue and subscription of units by unitholders. The Warehouse SPV is the '**SPV**' for the purpose of the SEBI InvIT Regulations. The Warehouse SPV has also entered into an asset purchase and sale agreement ("**Asset Purchase and Sale Agreement**") dated August 17, 2023, in terms of which Warehouse SPV shall acquire from RRVL, the plant and equipment, fitments, apparatus, fixtures and fittings and other moveable assets located at the Warehouses (as defined below) ("**Logistics Infrastructure**"). The Trust proposes to undertake an initial offer of its units to raise up to ₹ 3,048 crore ("**Units Issue**") and also borrow monies aggregating ₹ 2,122 crore ("**InvIT Loan**"). The proceeds from the Unit Issue and the InvIT Loan aggregating ₹ 5,170 crore are proposed to be deployed (net of issue expenses) as under:

(a) Payment by the Trust ₹ 100 crore to RRVL to acquire 100.0% of the outstanding equity share capital of the SPV;

(b) Extending loans to the SPV aggregating ₹ 2,928 crore which would in turn be utilized by the SPV to *inter alia* pay RRVL part of the consideration for the purchase of Logistics Infrastructure by SPV from RRVL ("**Trust Loan 1**"); and

(c) Extending loans to the SPV aggregating ₹ 2,122 crore which would in turn be utilized by the SPV to *inter alia* pay RRVL the remaining consideration for the purchase of Logistics Infrastructure by SPV from RRVL ("**Trust Loan 2**").

Logistics Infrastructure means all the property, plant and equipment, furniture, and fixtures of RRVL located at the identified 64 warehouses.

The Warehouse SPV has executed the following agreements dated August 17, 2023, that would come into effect on or about the Closing Date (as defined in the Project Agreements (as defined below)):

(a) Warehouse Usage Agreement ("**WUA**");

(b) Operations and Maintenance agreement ("**O&M Agreement**"); and

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(c) Project Execution Agreement ("**PEA**");

together the "**Project Agreements**"

Very briefly,

(a) The WUA provides for the terms and conditions under which the SPV shall offer warehousing services to RRVL;

(b) The O&M Agreement provides for the terms and conditions under which Reliance Projects & Property Management Services Limited ("**RPPMSL**") shall provide operations and maintenance services to the SPV; and

(c) The PEA provides for the terms and conditions under which RPPMSL shall establish new warehouse infrastructure for SPV.

Additionally, SPV has right to access, use and operate all the 64 identified warehouses ("**Warehouses**") by virtue of lease arrangements between SPV and the respective landlords of the Warehouses. The Warehouses together with the Logistics Infrastructure constitute the "**Warehousing Assets**".

2. Purpose and basis of preparation of projections

The consolidated projections of revenue from operations and cash flows from operating activities of the Trust and the projections of revenue from operations and cash flows from operating activities of the SPV for the years ending March 31, 2024, 2025 and 2026 (the "**Projections**") have been compiled solely for being included in the draft placement memorandum, placement memorandum and the final placement memorandum (collectively, the "**Placement Documents**") in connection with the private placement of the units of the Trust. Therefore, the use of the Projections for any other purpose is not appropriate and should not be used or relied upon for any purpose other than described above.

The Projections are prepared based on the same accounting policies used for preparation of the Special Purpose Combined Financial Statements as required by the SEBI InvIT Regulations, which are prepared in accordance with Indian Accounting Standards ("**Ind AS**") as defined in Rule 2(1)(a) of the Companies (Indian Accounting Standards) Rules, 2015 prescribed under Section 133 of the Companies Act, 2013.

Operating cash flow on a consolidated basis of the Trust and the operating cash flows of the SPV have been prepared using the indirect method under Ind AS 7 - Statement of Cash Flows. For sake of clarity, the term 'Operating cash flows' refer to cash flows before any payment of interest to lenders including on any loans extended to the SPV by the Trust.

The accounting year end of the Trust and the SPV is March 31 of each year. Accordingly, the Projections are prepared for the years ending March 31, 2024, 2025 and 2026. The Projections for FY2024, FY2025 and FY2026 are derived assuming post private placement capital structure and corporate structure as if it will be in existence starting on October 1, 2023.

The Projections and assumptions are based on estimates deemed appropriate and reasonable by the Investment Manager as at the date of the Projections i.e., August 17, 2023. The Projections were certified by the Investment Manager on August 17, 2023. The Projections contain forecasts and projections that relate to future events, which are, by their nature, subject to significant risks and uncertainties. These are Investment Manager's best estimate assumptions and hypothetical assumptions (about future events and actions) and have been prepared by the Investment Manager solely for inclusion in the Placement Documents in connection with the proposed private placement of Units of the InvIT in accordance with the requirements of the SEBI InvIT Regulations. The Investment Manager considers the assumptions to be appropriate and reasonable as at the date of the report. However, the future events referred to involve risks, uncertainties and other factors which may cause the actual results

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or performance to be materially different from any future results or performance expressed or implied. Investors should therefore be aware that future events cannot be predicted with any certainty and there may be deviations from the figures projected in the Projections.

3. Significant assumptions:

The Projections have been prepared based on the significant assumptions summarized below. These have been prepared by the Investment Manager after considering the Project Agreements and are the Investment Manager's best estimate assumptions and hypothetical assumptions (about future events and actions) and have been prepared by the Investment Manager solely for inclusion in the Placement Documents in connection with the proposed private placement of Units of the Trust in accordance with the requirements of the SEBI InvIT Regulations. The Investment Manager considers the assumptions to be appropriate and reasonable as at the date of the report. However, the investors should consider these assumptions as well as the Projections and make their own assessment of the future performance of the Trust Group.

The consolidated projections have been prepared by combining the projections of revenue and operating cash flows of the Trust and the SPV, eliminating transactions (viz. interest on loan) between the Trust and the SPV and after considering the following assumptions:

SPV Assumptions

a) Income from operations:

The SPV's income mainly consists of revenue from operations. Revenue from operations primarily consists of 'Base Fees' (as defined in the WUA), and 'Warehouse Usage Fees' charged to RRVL. RRVL is the primary user of the Warehouses. The Projections have been determined based on the following usage of Warehouses as set out in the table below:

Details of area (Sq Ft)	As of March 31, 2024	As of March 31, 2025	As of March 31, 2026
Area of the Warehouses	12,766,000	12,766,000	12,766,000
Area used by RRVL	7,660,000	7,660,000	7,660,000

The WUA is assumed to come into effect from October 1, 2023. Accordingly, the income from operations for the year ending March 31, 2024, are for the six months so ended. This has been derived using a blended rate considering the base fees and warehouse usage fees as detailed in the WUA. Further RRVL would continue to remain the key customer of the SPV and committed to take up 60% of the total area available with the Warehouses at any point in time. The above projections are considering the usage of the warehouse space by RRVL alone and does not consider any third-party usage.

b) Operating and maintenance cost

O&M expenses considered in the Projections are based on the O&M Agreement including the escalations provided thereunder, which work out to approx..26% of the income from operations. The amount of O&M expenses is considering only the Warehousing Assets and not considering any additional warehousing facilities being added to the portfolio under the PEA. Key elements under the scope of work in O&M Agreement includes:

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(i) Operate and maintain Warehousing Assets.

(ii) Provide preventive maintenance services.

(iii) Restoration and major maintenance of the Warehousing Assets.

(iv) Conduct due diligence in the field to assess relocation works or substitution works required.

(v) Procure and maintain necessary spares and consumables.

(vi) Prepare training calendars and provide periodic training to meet necessary competency and skill levels for carrying out operations and maintenance works

c) Interest costs

Interest paid on loan from Trust is considered tax deductible. The Trust Loan 1 carries a staggered interest rate with interest for the first 10 years being 11.56% per annum and payable monthly which shall sequentially increase in the manner specified in the Trust Loan 1 Agreement. The Trust Loan 2 carries a fixed interest rate of 12.00% per annum and payable monthly.

d) Income Taxes

For the SPV

In accordance with the provisions of Section 115BAA, the income tax rate has been assumed at rate of twenty-two per cent plus applicable surcharge and cess.

Depreciation for income tax purpose has been considered as per the applicable provisions of the Income Tax Act for FY 2023-24 which are expected to apply for the period of the Projections.

For Trust

The Trust on a standalone basis will receive interest income from the SPV which is considered exempt under Income Tax Act, 1961. No income other than the above has been assumed in the Trust. Hence no income tax expense / cash flow is assumed for the Trust over the period of Projections. This transaction of receipt of interest income will be eliminated and not have any effect on the consolidated operating cash flows of the Trust.

e) Changes in working capital

Working capital requirement and changes in working capital has been considered at (a) 7 days receivable for payments due from RRVL and(b) 7 days payables towards total operating costs.

f) Other Trust expenses

The Trust expenses are mainly projected based on the terms and conditions of the relevant agreements and the estimate of the annual expenses disclosed in the Placement Documents. The nature for the Trust expenses is briefly described below. The total expenses at the Trust are estimated to be approximately ₹ 8.0 crore for the first full year of the Projections excluding taxes from Closing Date.

i. Investment Manager fee

The Investment Manager is entitled to Investment Manager fee of ₹ 2.0 crore per annum, exclusive of applicable taxes and cost reimbursements. For the Projections, an escalation of 2% per annum has been assumed.

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ii. **Project Manager fee**

The Project Manager is entitled to a Project Manager fee to be calculated ₹ 2.0 crore per annum and is subject to escalation of 2% per annum.

iii. **Other Trust expenses**

The other expenses include audit, valuer fees, trustee fees, registrar and depository fees, fees for credit rating and legal fees at the Trust level. These expenses have been assumed at ₹ 4.0 crore to increase at an escalation of 2.0% per annum.

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ANNEXURE C

VALUATION REPORT

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Valuation Report

Intelligent Supply Chain Infrastructure Trust ("Trust")
(acting through the Trustee - Axis Trusteeship Services Limited)

and

Infinite India Investment Management Limited
(in its capacity as Investment Manager of the Trust)

Valuation of InvIT Asset as per Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014

August 2023

VRN No: IOVRVF/BDO/2023-2024/2238
Date: August 17, 2023

To,
Intelligent Supply Chain Infrastructure Trust (the "Trust")
acting through its Trustee - Axis Trustee Services Limited
4th Floor, Court House, Lokmanya Tilak Marg,
Dhobi Talao, Mumbai 400 002

To,
Infinite India Investment Management Limited
(in its capacity as the **"Investment Manager"** of the Trust)
7th Floor, Cnergy, Appasaheb Marathe Marg,
Prabhadevi,
Mumbai, 400025.
India

Dear Sir(s)/Madam(s),

Sub: Enterprise valuation of Intelligent Supply Chain Infrastructure Management Private Limited ("SPV" or "InvIT Asset" or "ISCIMPL") as per Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended.

We refer to engagement letter appointing BDO Valuation Advisory LLP (hereinafter referred to as **"BDO VAL", or "Valuer" or "we," or "our,"** or **"us"**), to provide professional services to Infinite India Investment Management Limited (**"Investment Manager"**) acting in the capacity of investment manager of Intelligent Supply Chain Infrastructure Trust (**"Trust"**) with respect to determination of enterprise value of Intelligent Supply Chain Infrastructure Management Private Limited (**"the SPV"** or **"InvIT Asset" or "ISCIMPL"**) as per the requirements of Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and amendments thereto including any circulars and guidelines issued thereunder (**"SEBI InvIT Regulations"**).

The Trust was established pursuant to the Indenture of Trust (as defined below) dated August 17, 2021, entered into between, Reliance Retail Ventures Limited (**"RRVL" / "Sponsor"**) and Axis Trustee Services Limited ("Trustee"). Pursuant to the Investment Management Agreement (as defined below) dated August 18, 2021, entered into between the Trustee and Infinite India Investment Management Limited, the latter was appointed as the investment manager ("Investment Manager") of the Trust.

The Trust (acting through the Trustee), the Investment Manager, the Sponsor and ISCIMPL have entered into a share purchase agreement ("SPA") dated August 17, 2023, in terms of which the Trust shall acquire 100% of the outstanding equity share capital of ISCIMPL from the Sponsor. Further ISCIMPL has entered into an Asset Purchase and Sale Agreement dated August 17, 2023, with the Sponsor, in terms of which ISCIMPL shall acquire *inter alia* various assets that are deployed at the Warehouses such as plant & equipment, fitments, apparatus, fixtures & fittings, other movable assets, and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouse which shall be housed within in SPV ("Logistics Infrastructure") from the Sponsor. The Trust and/or SPV along with other parties have entered into various agreements collectively referred as the

Transaction Documents (defined in Section 1 of this Report) which inter alia govern the rights and interest of Trust and Sponsor in SPV and the commercial agreements in relation to the Warehouse Business (defined in Section 1 of this Report) of the SPV.

We thereby, enclose our independent valuation report herewith dated August 17, 2023 (**"the Report"** or **"this Report"**) providing our opinion on the fair enterprise value of the ISCIMPL on a going concern basis under the SEBI InvIT regulations considering the data as stated in **"Sources of Information"** of the Report as well as discussions with the relevant personnel of the Trust, Sponsor, the SPV and the Investment Manager ("**Management**"). The SPV has been valued after considering the Transaction Documents shared with us, proposed structure of the Trust provided to us.

We have considered the cut-off date for the current valuation exercise to be July 31, 2023 (**"Valuation Date"**) and market factors, have been considered up to Valuation Date

We hereby consent to the inclusion of our name, references to us as the "**Valuer**" or the "**Valuer of the Trust**" in Draft Placement Memorandum, Placement Memorandum, Final Placement Memorandum and any other documents prepared in connection with the proposed initial offer ("Issue") of the Units (as defined below) by the Trust (the "**Placement Documents**"). We further consent to the inclusion of the Valuation Report in whole of or relevant part thereof, including (i) the summary of valuation; (ii) valuation methodology; and (iii) frequency of valuation and indication of market value issued by us, in the Placement Documents. We understand that the Placement Documents would be filed with the Securities and Exchange Board of India ("SEBI") and the relevant stock exchange(s) where the Units are proposed to be listed ("Stock Exchange(s)"). We also consent to the inclusion of the Valuation Report, along with subsequent addendums with prior intimation to us, if any, as part of the material documents available for inspection in connection with the Issue.

This Valuation Report has been prepared solely for the purpose of inclusion as a part of the Placement Documents and for submission to SEBI and/or Stock Exchanges. This Report should not be used or relied upon for any other purpose.

We certify that we have been validly appointed as the Valuer by the Investment Manager, in consultation with the Trustee to the Trust, in accordance with the SEBI InvIT Regulations as the Valuer of the Trust.

In terms of the SEBI InvIT Regulations, we hereby confirm and declare that:

- We are a registered valuer under the Companies Act, 2013 bearing registration number IBBI/RV-E/02/2019/103;
- We are competent to undertake the valuation;
- We are independent and have prepared this Report on a fair and unbiased basis;
- This Report is prepared in compliance with regulation 13(1) and regulation 21 of the SEBI InvIT Regulations; and
- We comply with the responsibilities as stated in regulation 13(1) and regulation 21 of the SEBI InvIT Regulations.

We further confirm that the valuation of ISCIMPL is carried out as per internationally accepted valuation methodologies and in cognizance of international valuation standards and Valuation Standards 2018 issued by ICAI Registered Valuers Organisation.

We have no present or planned future interest in the SPV, the Sponsor or the Investment Manager or the Trustee, except to the extent of our appointment as an independent valuer for this Report.

A summary of the analysis is presented in the accompanying Report, as well as description of the methodology and procedure used, and the factors considered in formulating our opinion. The Report is subject to the attached exclusions and limitations and to all terms and conditions provided in the engagement letter for this assignment.

This valuation report is based on the information provided to us by the management of the Investment Manager, the Sponsor and the SPV ("the Management"). The projections provided by the Management are only the best estimates of growth and sustainability of revenue and cash flows. We have reviewed the financial forecast for consistency and reasonableness only.

Regards,

BDO Valuation Advisory LLP
Reg. No. - IBBI/RV-E/02/2019/103

BDO VALUATION ADVISORY LLP

Lata Gujar More
Registered Valuer
Reg. No. - IBBI/RV/06/2018/10488
Encl: As above

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1 Definitions, Abbreviations & Glossary of Terms

Asset Purchase and Sale Agreement	Means the Asset Purchase and Sale Agreement entered into between ISCIMPL and RRVL dated August 17, 2023, for the sale and transfer of the Logistics Infrastructure by the RRVL to ISCIMPL in accordance with the terms set out in the Agreement.
BSE	Means BSE Limited
BV	Means breakup value
CAGR	Means compounded annual growth rate
Closing	Means allotment of the Units in the Issue
Closing Date	Means the date on which Allotment of Units pursuant to the Issue shall be made, i.e. on or about September 30, 2023
Contractor	Means RPPMSL under the PEA
Cr	Means Crore
CTM	Means comparable transaction multiple
DCF	Means discounted cash flow
DE	Means Debt-Equity
DPM	Means the draft placement memorandum in relation to the Issue, to be filed with SEBI, and issued in accordance with the InvIT Regulations, which does not contain the complete particulars of the Issue, including any modifications, amendments, supplements, notices, corrections or corrigenda thereto
Equity Shares	Means the equity shares of ISCIMPL of face value Re 10/- each
Estimated Opening Balance Sheet	Means the estimated balance sheet of ISCIMPL based on the assets acquired and the liabilities assumed as of the Closing Date
FCFE	Means Free Cash Flow to Equity
FCFF	Means Free Cash Flow to Firm
FPM	Means the final placement memorandum to be issued in relation to the Issue, in accordance with SEBI InvIT Regulations
FY	Means financial year
ICAI	Means the Institute of Chartered Accountants of India
Investment Manager	Means Infinite India Investment Management Limited
Investment Management Agreement	Means the investment management agreement dated August 18, 2021, entered into between the Trust (acting through its Trustee) and the Investment Manager

InvIT or Trust	Means Intelligent Supply Chain Infrastructure Trust
InvIT Loan	Means loan availed by the Trust for an aggregate principal amount of INR 2,122 Crore (Indian Rupees Two Thousand One Hundred Twenty-two Crore only) pursuant to InvIT Loan Agreement
InvIT Loan Agreement	Means the loan agreement dated August 17, 2023, entered into between the Trust (acting through the Trustee), the Investment Manager, Sikka Ports & Terminals Limited and the Sponsor
ISCIMPL/SPV/InvIT Assets	Means Intelligent Supply Chain Infrastructure Management Private Limited
Issue	Means the issue of up to [.] Units at an Issue Price of INR [.] per Unit, aggregating up to INR 3,048 Crore (Three thousand and forty-eight crore), to Eligible Investors on a private placement basis
Lease Agreements	Means Lease agreements entered into by the SPV with the relevant landlords in relation to the 31 warehousing facilities forming part of the Warehouse Assets
Lease Assignment Agreements	Means Lease assignment agreements entered into by the SPV with the relevant original lessee, licensor or sub-lessee, as the case may be, in relation to the 33 warehousing facilities forming part of the Warehouse Assets
Logistics Infrastructure	Means various assets that are deployed at the Warehouses such as plant & equipment, fitments, apparatus, fixtures & fittings, other movable assets, and all utilities, and added infrastructure provisions as sought by local bodies/authorities, including the infrastructure required for construction and commissioning of the Warehouse that shall be acquired by the SPV under the Asset Purchase and Sale Agreement
Mn	Means Million
NAV	Means the Net Asset Value
OCPS	0.01% optionally and fully convertible and participative preference shares of ISCIMPL
O&M Agreement	Means the operation and maintenance agreement for operation and maintenance of the Warehouse Assets, and for providing services in relation thereto dated August 17, 2023, entered into between the Project Manager, the SPV and RPPMSL
Optionally Convertible Preference Shares	Means the fully paid up cumulative and optionally convertible participative preference shares of face value of INR 10 each
Operator	Means RPPMSL under the O&M Agreement
Project Agreements	Means collectively, the WUA, the O&M Agreement and the Project Execution Agreement
Project Execution Agreement	Means the project execution agreement for establishment of the Warehouse Assets dated August

	17, 2023, entered into between the SPV, the Project Manager and RPPMSL
Project Implementation and Management Agreement	Means the project implementation and management agreement dated August 17, 2023, entered into amongst the Trustee, the Project Manager, the Investment Manager and the SPV
Project Manager or JIMSL	Means Jio Infrastructure Management Services Limited
Proposed Transaction	Means the Unit Issue and the raising of the InvIT Loan at the Trust, the proceeds of which would be used for (a) acquisition of the 100% equity share capital of ISCIMPL in terms of the SPA; and (b) extending the Trust Loans to ISCIMPL in terms of the Trust Loan Agreements which in turn would be used by ISCIMPL to acquire the Logistics Infrastructure from the Sponsor in terms of the Asset Purchase and Sale Agreement
RIL	Means Reliance Industries Limited
RPPMSL	Means Reliance Projects & Property Management Services Limited
SEBI InvIT Regulations / InvIT Regulations	Means the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, as amended, read with the 'Master Circular for Infrastructure Investment Trusts (InvITs)' dated July 6, 2023, issued by SEBI bearing reference no. SEBI/HO/DDHS-PoD-2/P/CIR/2023/115, as amended along with all other relevant circulars issued by SEBI, from time to time
SHOA	Means the shareholders and option agreement dated August 17, 2023 entered into between the Trust (acting through the Trustee), the Investment Manager, the Sponsor and ISCIMPL
SPA	Means the share purchase agreement dated August 17, 2023, entered into between the Trust (acting through the Trustee), the Investment Manager, the Sponsor and the SPV for the acquisition of 100% of the outstanding equity share capital in the SPV by the Trust
Special Purpose Combined Financial Statements	Means the special purpose combined financial statements of the Trust and the SPV, prepared in accordance with the SEBI InvIT Regulations and Ind AS, which comprise the combined balance sheets as at March 31, 2023, March 31, 2022 and March 31, 2021 and the combined statements of profit and loss, combined cash flow statements and combined statements of changes in equity for the period or years ended, March 31, 2023, March 31, 2022 and March 31, 2021 and a summary of significant accounting policies and other explanatory information
Sponsor / RRVL	Means Reliance Retail Ventures Limited

Transaction Documents	Means and includes: a) SPA; b) SHOA; c) Asset Purchase and Sale Agreement; d) InvIT Loan Agreement; e) Trust Loan 1 Agreement; f) Trust Loan 2 Agreement; g) Project Agreements; h) Project Implementation and Management Agreement; i) Lease Agreements; and j) Lease Assignment Agreements.
Trust Deed / Indenture of Trust	Means the indenture of trust in relation to the Trust dated August 17, 2021 entered into between the Sponsor and the Trustee
Trust Loan 1	Means the term loan granted by the Trust to the SPV for an aggregate principal amount of INR 2,928 Crore (Indian Rupees Two Thousand Nine Hundred Twenty-Eight Crore only) pursuant to the Trust Loan 1 Agreement
Trust Loan 1 Agreement	Means the facility agreement dated August 17, 2023, entered into between the Trust (acting through the Trustee), the Investment Manager and the SPV in relation to Trust Loan 1
Trust Loan 2	Means the term loan granted by the Trust to the SPV for an aggregate principal amount of INR 2,122 Crore (Indian Rupees Two Thousand One Hundred Twenty-two Crore only) pursuant to the Trust Loan 2 Agreement
Trust Loan 2 Agreement	Means the facility agreement dated August 17, 2023, entered into between the Trust (acting through the Trustee), the Investment Manager and the SPV in relation to Trust Loan 2
Trust Loans	Means the Trust Loan 1 and Trust Loan 2 together
Trustee	Means Axis Trustee Services Limited
Valuation Date	Means July 31, 2023
WACC	Means Weighted Average Cost of Capital
Warehouses	Means the warehousing facility owned, leased or assigned in favour of the SPV each of which meet the eligibility criteria of minimum 1,00,000 square feet and an investment of more than INR 25 crores specified under the Harmonized List.
Warehouse Assets	Means the Warehouses and the related Logistics Infrastructure meeting the eligibility criteria under the Harmonized List that shall be used for carrying out the Warehousing Infrastructure Business by the SPV.
Warehousing Infrastructure Business	Means the business of setting up, operating, maintaining and managing warehouses and related

	assets and providing warehousing services to customers, in which the SPV currently operates
WUA	Means the warehouse use agreement dated August 17, 2023, entered into between ISCIMPL and RRVL, as may be amended from time to time

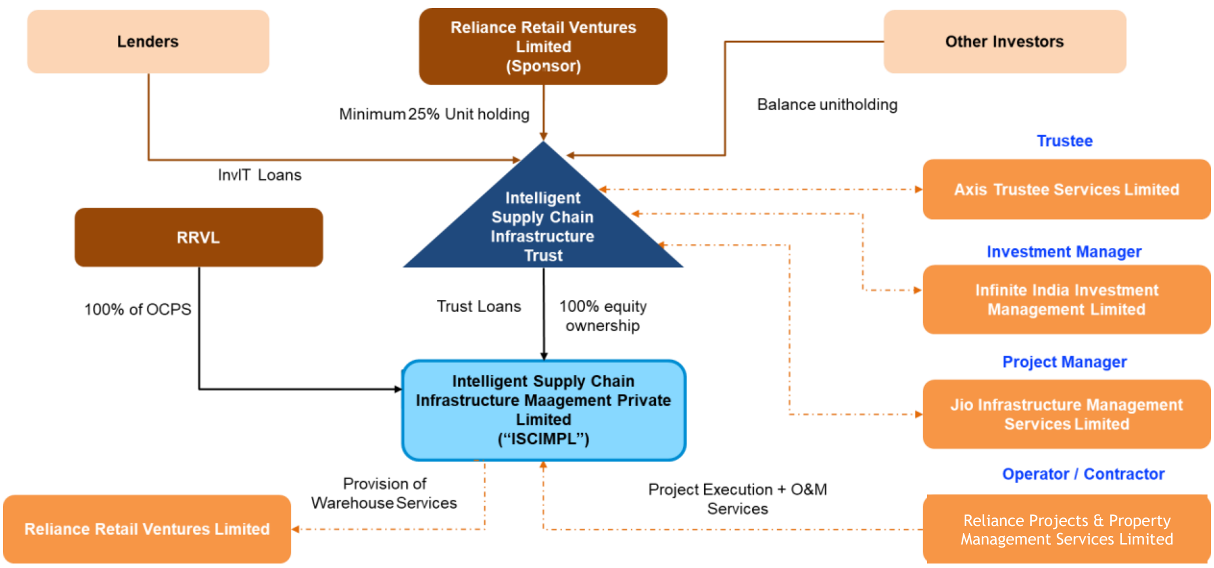
2 Executive Summary

2.1 Brief Background and Purpose of Valuation

2.1.1 Intelligent Supply Chain Infrastructure Trust ("**Trust**") was settled vide Trust Deed dated August 17, 2021, with Reliance Retail Ventures Limited ("**RRVL**") as the settlor as well as the sponsor and Axis Trustee Services Limited as the Trustee. The Trust was subsequently registered as an infrastructure investment trust under the SEBI InvIT Regulations vide registration dated February 27, 2023.

2.1.2 The main object of the Trust is to carry on the activity of an infrastructure investment trust, as permissible under the SEBI InvIT Regulations, namely, to raise resources and to make investments in accordance with the SEBI InvIT Regulations and such other incidental and ancillary matters thereto.

2.1.3 The following structure illustrates the relationship amongst the Parties to the Trust (being the Trust, Trustee, the Sponsor, the Investment Manager and the Project Manager), the Contractor / Operator, ISCIMPL and the Unitholders as of the Closing Date.



2.1.4 The Trust proposes to raise INR 3,048 crore through the initial offer of its units and additionally raise INR 2,122 crore as InvIT Loan in terms of the InvIT Loan Agreement. The Trust from the proceeds of the Issue and the InvIT Loan shall (a) acquire 100% of the equity share capital of ISCIMPL from the Sponsor in terms of the SPA; and (b) extend the Trust Loan 1 and Trust Loan 2 to ISCIMPL which will in turn be used by ISCIMPL to purchase the Logistics Infrastructure from the Sponsor in terms of the Asset Purchase and Sale Agreement entered between RRVL and ISCIMPL dated August 17, 2023.

2.1.5 Infinite India Investment Management Limited ("**Investment Manager**") is the Investment Manager of the Trust.

2.1.6 Reliance Retail Ventures Limited ("**RRVL**" or "**Sponsor**") is a subsidiary of Reliance Industries Limited ("**RIL**") and is the sponsor of the Trust.

2.1.7 Jio Infrastructure Management Services Limited (“**JIMSL**” or “**Project Manager**”) is the Project Manager of the Trust and has entered into the PIMA with the SPV, the Investment Manager and the Trustee.

2.1.8 Reliance Projects & Property Management Services Limited, a company wholly owned by RIL has been appointed as the “Contractor” in terms of the Project Execution Agreement and as the “Operator” in terms of the O&M Agreement.

2.1.9 The Investment Manager has appointed BDO VAL to undertake the valuation of the InvIT Asset for presentation to the investors.

2.2 Valuation Methodology Adopted

2.2.1 Considering the nature of business, facts of the assignment, the terms of the Transaction Documents and the capital structure, InvIT Asset has been valued using Discounted Cash Flow (“**DCF**”) Method under Income Approach. Free Cash Flow to Firm (“**FCFF**”) model under the DCF Method has been used to arrive at the enterprise value of InvIT Asset.

2.3 Valuation Conclusion

2.3.1 The enterprise value of SPV is arrived at INR 5,477.4 crore.

2.3.2 Further, as per IND AS accounting principle, leased assets are recorded under the head non-current assets and non-current liabilities as debt-like item in the balance sheet. For arriving at the enterprise value of INR 5,477.4 crore, the lease rentals are deducted as cash outflows. Based upon IND AS accounting adjustment, the leased assets as provided in the estimated opening balance sheet of the SPV are added to the enterprise value. The enterprise value post leased assets adjustment is arrived at INR 6,332.3 crore.

3 Introduction

3.1 Terms of Engagement

3.1.1 We, BDO Valuation Advisory LLP, Registered Valuer vide Registration Number IBBI/RV-E/02/2019/103, have been appointed by Infinite India Investment Management Limited in its capacity as Investment Manager to the Trust, to determine the enterprise value of InvIT Asset on a going concern basis as per SEBI InvIT Regulations.

3.1.2 We are a Registered Valuer in terms of Section 247 of the Companies Act, 2013, holding IBBI Registration Number: IBBI/RV-E/02/2019/103 since July 30, 2019. BDO Valuation Advisory LLP was incorporated on January 7, 2019, however the signing partners of BDO Valuation Advisory LLP have more than five years of experience in the valuation of infrastructure assets and accordingly, BDO Valuation Advisory LLP satisfies all requirements of section 247 of the Companies Act, 2013 as required under the InvIT Regulations.

3.1.3 This Report has been prepared by us pursuant to terms of engagement letter between BDO VAL and the Investment Manager including the terms and conditions set out therein.

3.2 Background and Purpose of Valuation

3.2.1 The Trust proposes to raise INR 3,048 crore through the initial offer of its units and additionally raise INR 2,122 crore as InvIT Loan in terms of the InvIT Loan Agreement. The Trust from the proceeds of the Issue and the InvIT Loan shall (a) acquire 100% of the equity share capital of ISCIMPL from the Sponsor in terms of the SPA; and (b) extend the Trust Loan 1 and Trust Loan 2 to ISCIMPL which will in turn be used by ISCIMPL to purchase the Logistics Infrastructure from the Sponsor in terms of the Asset Purchase and Sale Agreement entered between RRVL and SPV dated August 17, 2023.

3.2.2 In order to give effect to the transactions described hereinabove and in light of the proposed initial offer of Units by the Trust, the following agreements have been entered into:

- SPA;
- SHOA;
- Asset Purchase and Sale Agreement;
- InvIT Loan Agreement;
- Trust Loan 1 Agreement and Trust Loan 2 Agreement;
- Project Agreements;
- Project Implementation and Management Agreement; and
- Lease Agreement and Lease Assignment Agreement

3.2.3 The Investment Manager has appointed Valuer to undertake the valuation of InvIT Asset to comply with the SEBI InvIT Regulations for determination of the enterprise value of InvIT Assets and the inclusion of the Report in the Placement Documents as well as for submission to SEBI and Stock Exchanges or any other regulatory/ statutory authority as may be required under the applicable laws for the Issue (“**Purpose**”). Further, the lead managers to the Issue, Axis Capital Limited and ICICI Securities Limited and the legal counsel appointed in relation to the Issue would also be extended reliance by the Valuer.

3.2.4 This Report should not be used or relied upon for any other purpose. The suitability or applicability of this Report for any purpose other than that mentioned above has not been verified by us.

3.3 Source of Information

3.3.1 For the purpose of this valuation exercise, we have relied on the following sources of information:

a) Background of the Warehouse Infrastructure Business;
b) Special Purpose Combined Financial Statements;
c) Estimated Opening Balance Sheet of the SPV;
d) Projections of ISCIMPL from Valuation Date for the next 30 years with the underlying assumptions;
e) Lease Agreements and Lease Assignment Agreements for the identified warehouse facilities;
f) Project Agreements;
g) Asset Purchase and Sale Agreement;
h) SPA;
i) SHOA;
j) InvIT Loan Agreement;
k) Terms of the OCPS;
l) Trust Loan 1 Agreement and Trust Loan 2 Agreement;
m) Project Implementation and Management Agreement; and
n) CBRE industry report;
o) Information available in public domain and provided by leading database sources; and
p) Other relevant data and information provided to us by the Management whether in oral or physical form or in soft copy, and discussions with them;

4 Exclusions and Limitations

4.1 Restricted Audience

4.1.1 This Report and the information contained herein are absolutely confidential and are intended for the use of the Investment Manager, Sponsor and the Trust in connection with the Purpose set out in the Report.

4.1.2 It should not be copied, disclosed, circulated, quoted or referred to, either in whole or in part, in correspondence or in discussion with any other person except to whom it is issued without our written consent. It can however be relied upon and disclosed in connection with any statutory and regulatory filing as discussed above with SEBI, Stock Exchange(s) or any other regulatory/statutory authority for the Purpose mentioned herein as per the SEBI InvIT Regulations without any consent. In the event the Investment Manager, Sponsor, the Trust and lead managers to the Issue, Axis Capital Limited and ICICI Securities Limited and the legal counsel extend the use of the Report beyond the purpose mentioned earlier in the Report, with or without our consent, we will not accept any responsibility to any other party (including but not limited to the investors, if any) to whom this Report may be shown or who may acquire a copy of the Report.

4.1.3 It is clarified that this Report is not a fairness opinion under any of the stock exchange/listing regulations. In case of any third-party having access to this Report, please note that this Report is not a substitute for the third party's own due diligence/appraisal/enquiries/independent advice that the third party should undertake for its purpose.

4.2 Limitation Clause

4.2.1 The Report is subject to the limitations detailed hereinafter. This Report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to therein.

4.2.2 The scope of the assignment did not include performing audit tests for the purpose of expressing an opinion on the fairness or accuracy of any financial or analytical information that was used during the course of the work. Further, conducting a financial or technical feasibility study was also not covered.

4.2.3 During the course of work, we have relied upon assumptions and projections as provided by the Management. These assumptions require exercise of judgment and are subject to uncertainties.

4.2.4 Further, this Report is based on the extant regulatory environment and the financial, economic, monetary and business/market conditions, and the information made available to us or used by us up to, the date hereof, which are dynamic in nature and may change in future, thereby impacting the valuation of InvIT Asset. Subsequent developments in the aforementioned conditions may affect this Report and the assumptions made in preparing this Report and we shall not be obliged to update, review or reaffirm this Report if the information provided to us changes. The information presented in this valuation Report does not reflect the outcome of any due diligence procedures, which may change the information contained herein and, therefore, the valuation Report materially.

4.2.5 Valuation is not a precise science and the conclusions arrived at in many cases will of necessity be subjective and dependent on the exercise of individual judgment as the valuation analysis is governed by the concept of materiality. There is therefore no indisputable single value.

While we have provided an assessment of the value based on an analysis of information available to us and within the scope of our engagement, others may place a different value on the businesses.

4.2.6 Valuation is based on estimates of future financial performance or opinions, which represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, a particular event will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by the prospective financial analysis will vary from these estimates and the variations may be material.

4.2.7 The realization of these projections is dependent on the continuing validity of the assumptions on which they are based. Since the projections relate to the future, actual results are likely to be different from the projected results in case of events and circumstances not occurring as projected and the differences may be material. Our work did not constitute a validation of the financial projections of the Company under consideration and accordingly, we do not express any opinion on the same. Although, we have reviewed the financial projections provided by Management for consistency and reasonableness our reliance on the financial projections for the purpose of valuation should not be construed as an assurance about the accuracy of the assumptions or the achievability of the financial projections.

4.2.8 This Report is based on information received from sources mentioned herein and discussions with the Management. We have assumed that the parties involved have furnished to us all information, which they are aware of concerning the financial statements and respective liabilities, which may have an impact on Report. We have ignored some data provided to us which we believe may not be material for the purpose of assignment.

4.2.9 We have not done any independent technical valuation or appraisal or due diligence of the assets or liabilities of the Trust or ISCIMPL or any of other entity mentioned in this Report and have considered them at the value as disclosed by the Trust in their regulatory filings or in submissions, oral or written, made to us. Nothing has come to our knowledge to indicate that the material provided to us was misstated or incorrect or would not afford reasonable grounds upon which to base our Report.

4.2.10 The Valuer have not made any independent verification with respect to the ISCIMPL's claim to title of assets or property for the purpose of this valuation. With respect to claim to title of assets or property the Valuer have solely relied on representations, whether verbal or otherwise, made by the Management to us for the purpose of this Report.

4.2.11 Except to the extent required under the SEBI InvIT Regulations, we are not responsible for matters of legal nature including issues of legal title and compliance with local laws in respect of ISCIMPL and also no consideration has been given to litigation and other contingent liabilities that are not recorded in the financial of ISCIMPL.

4.2.12 The fee for the Report is not contingent upon the outcome of the Report.

4.2.13 It may be noted that a draft of this Report (without valuation numbers) was provided to the Management to review the factual information in the Report as part of our standard practice to make sure that factual inaccuracies/omissions are avoided in our final Report.

4.2.14 This Report does not look into the business/commercial reasons behind the Purpose nor the likely benefits arising out of the same. Similarly, it does not address the relative merits of investing in InvIT as compared with any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. The assessment of commercial and investment merits of the Trust are sole responsibility of the investors of the Trust and we do not express any opinion on the suitability or otherwise of entering into any financial or other transactions with the Investment Manager, the Trust or ISCIMPL.

4.2.15 In rendering this Report, we have not provided any legal, regulatory, tax, accounting, actuarial advice and accordingly we do not assume any responsibility or liability in respect thereof.

4.2.16 For the present valuation exercise, we have also relied upon information available in the public domain, however, the accuracy and timeliness of the same has not been independently verified by me.

4.2.17 In the particular circumstances of this case, we shall be liable only to the Investment Manager, Sponsor and the Trust. We shall have no liability (in contract or under statute or otherwise) to any other party for any economic loss or damage arising out of or in connection with this engagement, however the loss or damage is caused, as laid out in the engagement letter, for such valuation work.

4.2.18 Whilst, all reasonable care has been taken to ensure that facts stated in the Report are accurate and opinions given are fair and reasonable, neither us, nor any of professional associates who worked as team member shall in any way be responsible for the contents stated herein. Accordingly, we make no representation or warranty, express or implied, in respect of the completeness, authenticity or accuracy of such statements. We expressly disclaim any and all liabilities, which may arise based upon the information used in this Report.

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5 Valuation Approach

The overall approach followed to arrive at value of InvIT Asset is summarized below:

i. Submission of detailed information checklist for valuation of InvIT Asset.

ii. Review of information provided as per the checklist for initial understanding of the business followed by a preliminary discussion with the Management to gain insight on business operations and brief background of the Warehouse Infrastructure Business.

iii. We have conducted site visits of the Warehouse Assets. Analysis of additional information received post preliminary discussion and site visit. Valuer and its professional associates had various meetings with the Management to discuss business model, assumptions considered and future business outlook.

iv. Obtained various disclosures from the Management pertaining to approvals and litigations of the SPV as required under the SEBI InvIT Regulations.

v. Carried out the valuation based on internationally accepted valuation methodologies and in cognizance of international valuation standards and Valuation Standards 2018 issued by ICAI Registered Valuers Organization.

6 Overview of Warehousing Infrastructure Business

6.1 Warehousing Infrastructure Business

6.1.1 The main business of the SPV is setting up, operating, maintaining and managing warehouses and related assets and providing warehousing services to warehouse users.

6.1.2 The SPV has entered into Lease Agreements and Lease Assignment Agreements for 64 unique warehouse sites across 34 cities aggregating 12.77 million square feet. The weighted average balance tenure of these Lease Agreements and Lease Assignment Agreements as of July 31, 2023, is approximately 11.5 years. Leases are effective from date of execution or closure.

6.1.3 The warehouses are technologically equipped for stock/material handling. Some of the key technologies used in the distribution centres are Telescopic Boom Conveyor, Automated Dimensioning and Weighing System, Handheld Terminals etc.

a) The Inbound – Put away department uses technologies such as system assisted put away and material handling equipment.

b) The Outbound – (i) Picking department uses technologies such as pick by light, conveyorized movement etc. (ii) Packing department uses technologies such as put to light, auto print and apply system etc.

c) Dispatch department uses technologies such as conveyor based diverts, HHT scan for secondary route sortation and truck loading.

6.1.4 The summary of the Lease Agreements and Lease Assignment Agreements of warehouse assets (Refer Annexure II), as entered into by ISCIMPL is presented below:

S. No.	City/ Location	Pin code	Area (in square feet)	Rental Deposit (In INR Crore)	Balance lease period (as of July 31, 2023) in years	Lease Agreement / Lease Assignment Agreement	Formats (Grocery / Digital / Fashion and lifestyle (F&L) / Urban Ladder)
1	Bengaluru	562123	1,65,679	1.86	10.09	Lease Assignment Agreement	Grocery
2	Hoskote	562129	1,20,000	1.70	3.36	Lease Assignment Agreement	Grocery
3	Bhiwandi	421302	3,56,140	1.71	0.74	Lease Assignment Agreement	Digital
4	Bhiwandi	421302	2,10,040	1.70	5.00	Lease Agreement	Grocery
5	Chennai	600067	2,66,770	3.00	15.96	Lease Agreement	Grocery and F&L
6	Kheda	387411	1,24,455	0.49	5.00	Lease Agreement	Grocery
7	Hyderabad	500014	2,14,365	1.80	10.01	Lease Assignment Agreement	Grocery and F&L
8	Hooghly	712203	2,24,144	2.35	10.96	Lease Agreement	F&L
9	Bengaluru	562132	1,84,764	1.81	9.85	Lease Assignment Agreement	Digital
10	Hyderabad	500014	1,00,178	0.99	14.67	Lease Assignment Agreement	Grocery
11	Nagpur	441502	1,13,999	0.60	18.93	Lease Assignment Agreement	Grocery and F&L
12	Jhajjar	124105	1,95,430	1.08	17.93	Lease Assignment Agreement	
13	Neelamangala	562123	1,43,510	0.83	6.58	Lease Assignment Agreement	Grocery
14	Badli	124105	1,62,276	2.26	10.83	Lease Assignment Agreement	F&L

15	Bengaluru	562162	2,20,814	3.00	11.37	Lease Assignment Agreement	F&L
16	Khopoli	410203	1,07,255	1.53	12.00	Lease Assignment Agreement	Grocery
17	Ahmedabad	382330	3,60,985	1.58	9.01	Lease Agreement	Grocery and Digital
18	JHAJJAR	124507	4,00,000	4.80	9.01	Lease Agreement	F&L
19	SONIPAT	131029	3,00,000	3.06	9.01	Lease Agreement	Grocery
20	Tumkur	572101	4,06,746	3.42	9.01	Lease Agreement	F&L
21	Khopoli	410203	1,34,045	1.91	12.05	Lease Assignment Agreement	F&L
22	HYDERABAD	501401	2,58,059	2.79	13.09	Lease Assignment Agreement	Digital
23	Coimbatore	641016	1,00,900	1.00	17.93	Lease Agreement	Grocery
24	Indore	453771	2,10,000	1.09	9.92	Lease Agreement	Grocery
25	Lucknow	209859	1,58,495	2.43	16.10	Lease Assignment Agreement	F&L
26	Khopoli	410203	1,67,443	2.46	15.01	Lease Agreement	F&L
27	Jhajjar	124105	2,68,989	4.04	13.23	Lease Assignment Agreement	F&L
28	Farukhnagar	122506	3,00,694	4.10	10.12	Lease Assignment Agreement	Digital
29	Jhajjar	124108	2,01,160	2.78	13.37	Lease Assignment Agreement	Grocery
30	Kanchipuram	602117	1,07,900	1.51	13.43	Lease Agreement	Grocery
31	Bhiwandi	421302	1,68,750	1.29	4.33	Lease Assignment Agreement	Grocery
32	Ahmedabad	382220	1,27,000	0.59	15.01	Lease Agreement	Grocery
33	Kolkata	712223	2,10,174	2.40	11.34	Lease Agreement	Grocery
34	Hosur	635110	1,31,890	1.37	6.57	Lease Agreement	F&L
35	Chennai	602105	1,67,888	1.29	13.13	Lease Agreement	Digital
36	Hoskote	562129	2,01,984	1.58	8.27	Lease Assignment Agreement	F&L
37	Badli	124105	1,67,888	2.32	13.57	Lease Assignment Agreement	F&L
38	Patalganga	410202	2,80,900	4.80	9.01	Lease Agreement	Urban Ladder
39	Bhiwandi	421302	1,07,524	1.25	9.01	Lease Agreement	Grocery
40	Nagpur	441502	6,83,960	3.59	18.93	Lease Assignment Agreement	Grocery and F&L
41	Jhajjar	124103	2,51,374	1.40	17.93	Lease Assignment Agreement	
42	Ahmedabad	382220	1,48,363	0.69	19.01	Lease Agreement	Grocery
43	Sonipat	131021	1,10,188	1.27	18.75	Lease Assignment Agreement	Grocery
44	Ahmedabad	385110	1,93,112	2.05	13.95	Lease Agreement	Digital
45	Siliguri	734015	1,07,384	1.02	13.92	Lease Agreement	Digital
46	Badli	124105	2,59,701	3.58	13.67	Lease Assignment Agreement	Grocery
47	Poonamallee	600124	1,03,083	0.68	13.62	Lease Agreement	Urban Ladder
48	Chennai	631604	1,26,763	2.05	13.76	Lease Agreement	Grocery
49	Mewat	122105	1,42,842	1.71	13.59	Lease Assignment Agreement	Urban Ladder
50	Bhopal	462046	1,16,401	0.83	9.92	Lease Agreement	Grocery

51	Kolkata	711310	2,99,145	2.06	14.33	Lease Agreement	Digital and F&L
52	Kolkata	711310	1,76,792	1.22	14.33	Lease Agreement	Digital and F&L
53	Krishna	521212	1,44,893	1.91	14.15	Lease Assignment Agreement	Grocery
54	Jhajjar	124103	2,49,702	3.97	9.01	Lease Agreement	F&L
55	Howrah	711322	1,34,500	1.10	13.84	Lease Agreement	Grocery
56	Krishna	521107	1,02,465	1.44	14.43	Lease Assignment Agreement	F&L
57	Navi Mumbai	410208	1,26,461	1.26	5.00	Lease Agreement	Grocery
58	Kolkata	711302	2,39,045	2.15	14.24	Lease Agreement	Grocery
59	Mumbai	421302	1,20,490	0.91	1.33	Lease Agreement	Grocery
60	Medchal-Malkajgiri	500014	2,09,824	1.76	6.51	Lease Assignment Agreement	Grocery
61	Bengaluru	562123	2,32,816	2.21	12.67	Lease Assignment Agreement	Grocery
62	patiala	140417	2,19,221	0.86	12.67	Lease Assignment Agreement	Grocery
63	Hapur	245301	1,11,800	0.67	12.76	Lease Assignment Agreement	Grocery
64	Jhajjar	124108	3,07,075	1.18	12.51	Lease Assignment Agreement	Grocery
Total			**1,27,66,634**	**122.15**			

Source: the Management

6.2 Site Visit Details

6.2.1 We have carried out site visit and physical verification of the Warehouse Assets forming part of the InvIT Assets including locations such as Bhiwandi, Bangalore, Kolkata, Jhajjar, Chennai, Hyderabad, Gurgaon, Ahmedabad etc.

6.2.2 The list of Warehouse Assets is attached in Annexure II of the Report.

6.3 Other disclosures as required under the SEBI InvIT Regulations have been provided in Annexure IV of the Report.

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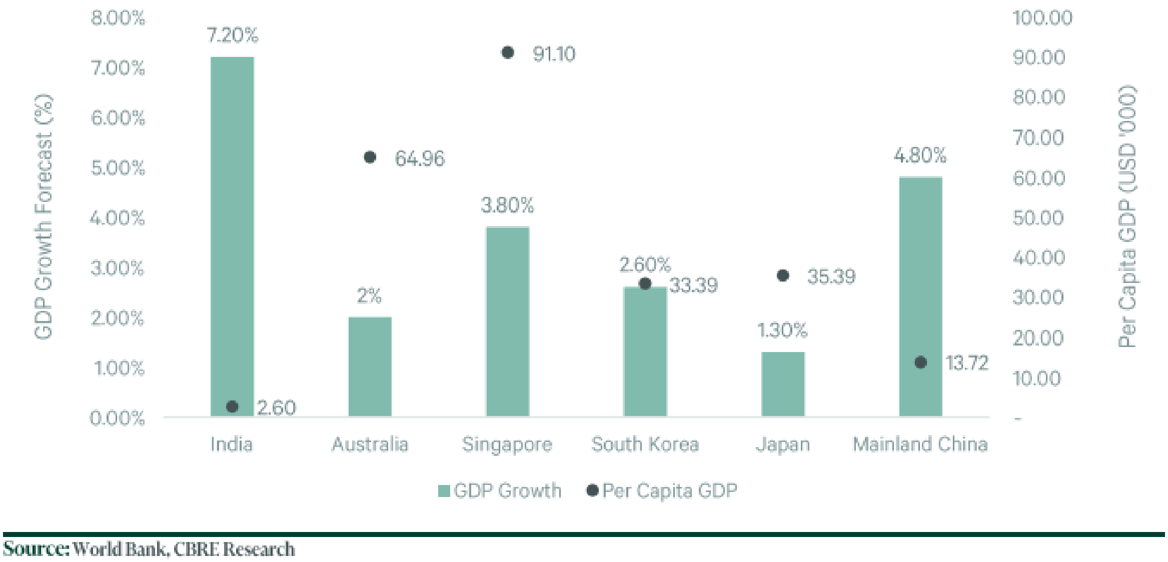
7 Industry Overview

7.1.1 India has risen as one of the most rapidly developing major economies globally, poised to become one of the leading three economic forces. The country's impressive economic transformation can be attributed to various factors, including a burgeoning young population, a growing middle class, a well-educated English-speaking workforce, and extensive government initiatives. These elements have significantly shaped India's economic landscape.

7.1.2 India has a strong consumption market which protects the economy from global market fluctuations and thus sustains growth. India's share of consumption as percentage of GDP was over 61% (as of 2022) and has been growing at a 6.9% CAGR between 2013-2022.

7.1.3 Following the impact of the COVID-19 pandemic, India's real GDP growth rate showed signs of recovery, with an estimated rate of approximately 7.2% in 2022-23. However, certain global factors, such as rising international commodity prices, fluctuations in the global financial market, and bottlenecks in global supply chains, have contributed to some loss of momentum in the economic outlook.

7.1.4 The following graph compares India's GDP growth forecasts along with GDP per Capita growth forecasts with other Asia-Pacific Economies (2023)



(Source: World Bank, CBRE Research)

7.1.5 Several economic indicators suggest a steady and positive economic outlook for the foreseeable future. Both the Purchasing Managers' Index for manufacturing and services have consistently remained in the expansion zone from Q4 2022 to Q1 2023. Notably, the manufacturing sector achieved a three-month high during this period, which resulted in Indian exports experiencing an annual rise of around 6% to reach USD 447 billion in FY 2022-23.

7.1.6 Furthermore, the lending market has seen significant growth in the commercial real estate segment, with bank credit deployment expanding by 8.5% year-on-year in 2023. These indicators collectively indicate promising prospects for stable economic growth in India.

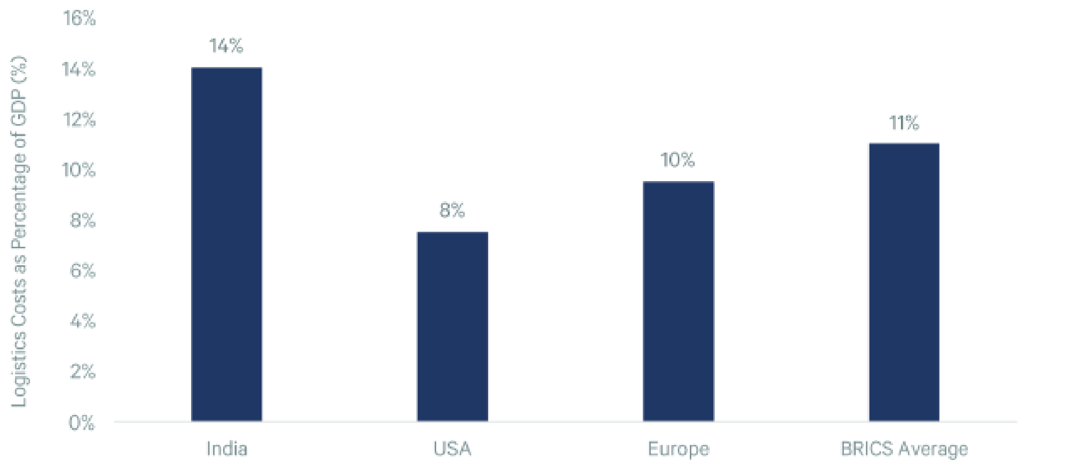
7.2 Indian Warehouse Infrastructure Industry

7.2.1 In 2014, the "Make in India" initiative was introduced, and more recently, the government emphasized the idea of an "Aatmanirbhar Bharat" (self-reliant India). To support these initiatives and facilitate the smooth movement of goods, services, and people on a global scale, the Indian government recognizes the importance of a robust logistics sector.

7.2.2 As part of its vision, the Government of India aims to develop an integrated, cost-effective, reliable, and sustainable logistics ecosystem, leveraging digital technologies to promote accelerated and inclusive economic growth. An essential target of this vision is to reduce logistics costs to less than 10% of the country's GDP.

7.2.3 Logistics costs in India are considerably high (in the range of 14-18% of GDP) in comparison to single-digit levels in developed countries. Transportation costs take up the majority share at approx. 8.5% inventory and administrative costs at 5% and 0.5% respectively.

7.2.4 The following graph compares India's logistics costs with other regions:



Source: Niti Aayog CBRE Research

(Source: Niti Aayog, CBRE Research)

7.2.5 The demand for logistics facilities in India is being fueled by ongoing structural changes. The Indian Industrial & Logistics (I&L) sector is experiencing rapid evolution, primarily due to sustained policy interventions, strong growth in the manufacturing sector, and the increasing prominence of E-Commerce and third-party logistics (3PL) services. As the country recovers from the impact of COVID-19, there is a noticeable increase in demands from traditional sectors, alongside a surge in demand for E-Commerce services and platforms. These factors collectively contribute to the growing need for efficient logistics infrastructure in India.

7.2.6 Multiple demand drivers which are driving the growth in the Warehouse infrastructure sector are as follows:

7.2.6.1 GST & Emergence of Omnichannel Retail:

The implementation of the Goods and Services Tax (GST) in India brought about a synchronized tax structure with common rules and procedures across the country. This significant tax reform had a profound impact on Indian companies. Instead of solely focusing on reaping financial benefits from tax savings, companies began strategizing and planning their supply chains to achieve efficiency and effectiveness. The shift in focus towards streamlining supply chains aimed to capitalize on the newfound harmonization and standardization brought about by the GST, leading to improved business operations and logistics.

The implementation of GST acted as a catalyst for aggregating storage locations and transportation systems to bring in advantages of economies of scale, less deviation in forecasting, low inventory holding costs, better clarity and control over the supply chain. As a result, small to mid-scale, Grade B and C warehouses close to urban peripheral zones of leading cities were replaced by modern warehouses with larger floor plates.

7.2.6.2 Growth of E-Commerce:

The e-commerce industry's rapid expansion and shifts in consumer behavior have resulted in significant benefits for the logistics sector. The remarkable growth of e-commerce has played a pivotal role in driving the demand for Grade A warehouses. In fact, this particular end-user industry has accounted for approximately 12% of the overall warehouse facilities absorption across India's top eight cities. As the e-commerce sector continues to flourish, the logistics industry is witnessing a surge in demand for modern warehouse infrastructure facilities to efficiently handle the increased volume of goods and cater to the evolving consumer needs.

With a population of approximately 1.4 billion and rising disposable incomes, India has gradually become one of the most lucrative smartphone markets. Online retail penetration is expected to reach 16% of total retail sales by 2025 over 8% in 2020. The key enablers supporting India's e-commerce growth are as follows:

- Increasing urban population
- Growth of internet users
- Growth of mobile users
- Increased digital socialization
- Rise of digital payments

7.2.6.3 3PL & Operational Efficiencies:

Due to the various activities involved in a supply chain, logistics activities often throw up challenges that businesses are typically unequipped to handle. Additionally, supply chains are becoming increasingly complicated with businesses trying to keep delivery costs at a minimum, while ensuring timely deliveries to end customers. This is where 3PL service providers come in, to facilitate supply chain management for businesses by consolidating various logistics activities into a single management contract.

The expertise, standard operating procedures (SOPs) and technology driven solutions of 3PL service providers can assist in integrating various business processes to make supply chains agile and responsive to growing customer demands and to leverage the same in an ultra-competitive global business environment.

India's logistics market is currently not on par with the logistics markets of mature economies like the US, the UK, Australia, Japan, and China. However, the increasing adoption of third-party logistics (3PL) service providers in India is expected to significantly contribute to the development and growth of the logistics sector in the country. The demand for 3PL services in India is being driven by various industries, including fast-moving consumer goods (FMCG), manufacturing, retail, and e-commerce.

It is projected that India's 3PL space will experience substantial growth, with a CAGR estimated to be around 8-9% during the period from 2023 to 2027. This growth signifies the growing reliance on 3PL providers to optimize supply chain operations, enhance efficiency, and meet the increasing demands of diverse industries. As India continues to embrace and integrate 3PL services into its logistics landscape, it is anticipated that the logistics sector will witness significant advancements, positioning the country closer to the logistics capabilities of more developed economies.

7.2.6.4 Automation of Internal Warehousing Operations:

Automation and technology are the driving forces behind the transformation of the warehousing space. The initial wave of automation in this sector involved the implementation of warehouse management systems, partially automated material handling equipment, and an emphasis on increased clear height for better storage capacity. However, the rise of e-commerce companies has had a profound impact on the warehousing and supply chain industries.

As the e-commerce sector continues to grow, warehouses are being reimagined and redesigned to handle smaller orders with more frequent shipments. This shift is leading to the emergence of disruptive technologies such as drones, optical sensors, auto-sorting machines, and robotic devices in warehouse operations. These innovations enable faster and more efficient order processing, ultimately enhancing overall logistics efficiency.

In India, the e-commerce and automobile sectors have been early adopters of warehouse automation, spearheading its growth and widespread adoption in the market. As the benefits of warehouse automation become increasingly evident, other sectors are expected to follow suit and incorporate advanced technologies to optimize their supply chain operations. The integration of automation and technology is revolutionizing the warehousing landscape, paving the way for more streamlined and agile logistics solutions.

Automation of warehouses has created demand for taller structures since users often install mezzanine levels and tall racking systems that require more space above the floor. The floor quality is equally important, with floor flatness and clear height area being as important enablers of warehouse automation as robotics, guided vehicles, and conveyors, etc. Grade A warehousing facilities are designed for additional height and better floor quality. Thus, with increasing adaptation of automation, the reed for Grade A warehouses is expected to increase.

7.2.6.5 Investments from Institutional Capital Funds:

Traditionally, warehousing infrastructure in the country was lacking due to limited availability of funds and financing options. Propelled by its 'infrastructure status' and institutional investments between 2018 and 2022, India's industrial and logistics sector has become a haven for developers after the COVID-19 pandemic. This growth momentum is likely to continue into 2023, as major global investors and developers continue to expand their footprint in proximity to high consumption areas of India's Tier I and II cities. Increased Investments in the logistics space are further driving demand for developing warehouse facilities, as easier financing options become available through capital funds and FDI.

Following strong operator and investor interest and driven by demand from e-commerce and 3PL service providers, the logistics sector in India reached its historic peak in 2021. Investments were led by greenfield developments and brownfield acquisitions, with deals worth more than USD 1.3 billion being recorded during the year. Despite the onset of the pandemic, capital values in the sector posted an impressive growth. The logistics sector recorded almost 8-10% YoY capital value growth in the year to end 04 2022. With an increasing flow of capital, investment opportunities are increasing too, driving demand for Grade A warehousing in the country.

7.2.6.6 Growth of Indian Manufacturing:

The Indian economy has traditionally been agrarian in nature, with the manufacturing and services sectors lacking in comparison to developed economies. With global supply chain disruptions due to the COVID-19 pandemic, there has been a shift from centralized to decentralized manufacturing. Government initiates in the sector and a breakdown of global trade relations have provided a much needed thrust to the Indian manufacturing sector, with some of the critical factors being:

- US-China Trade war
- Chinese supply chain disruptions
- Aatmanirbhar Bharat Abhiyan
- Impact of the Production Linked Incentive (PLI) scheme
- FDI Inflows into India

8 Valuation Approach

The present valuation exercise is being undertaken to arrive at enterprise value of InvIT Asset for the Purpose. Considering internationally accepted valuation methodologies and in cognizance of international valuation standards and ICAI Valuation Standards 2018 issued by ICAI Registered Valuers Organisation, there are three generally accepted approaches to valuation:

i. **"Cost"** Approach

ii. **"Income"** Approach

iii. **"Market"** Approach

Within these three basic approaches, several methods may be used to estimate the value. A brief overview of these approaches is as follows:

8.1 Cost Approach

8.1.1 The cost approach values the underlying assets of the business to determine the business value of the InvIT Asset. This valuation method carries more weight with respect to holding companies than operating companies. Also, asset value approaches are more relevant to the extent that a significant portion of the assets are of a nature that could be liquidated readily if so desired.

i. Net Asset Value Method

- The Net Asset Value ("NAV") method under cost approach, consider the assets and liabilities, including intangible assets and contingent liabilities. The net assets, after reducing the dues to the preference shareholders, if any, represent the equity value of a company.
- NAV method is appropriate in a case where the major strength of the business is its asset base rather than its capacity or potential to earn profits.
- This valuation approach is mainly used in cases where the asset base dominates earnings capability.
- As an indicator of the total value of the entity, the net asset value method has the disadvantage of only considering the status of the business at one point in time.
- Additionally, net asset value does not consider the earning capacity of the business or any intangible assets that have no historical cost. In many respects, net asset value represents the minimum benchmark value of an operating business.

ii. Break Up Value Method

- Under the Break-Up Value ("BV") method, the assets and liabilities are considered at their realizable (market) values including intangible assets and contingent liabilities, if any, which are not stated in the balance sheet. From the realizable value of the assets, the payable value of all liabilities (existing plus potential) are deducted to arrive at the BV of the company.
- This valuation approach is mostly used in case of companies where there are huge operating investments or surplus marketable investments.

8.2 Income Approach

8.2.1 The Income approach focuses on the income prospects of a company.

i. Discounted Cash Flow Method

- Under the Discounted Cash Flow ("DCF") method, the value of the undertaking is based on expected 'cash flows for future, discounted at a rate, which reflects the expected returns and the risks associated with the cash flows as against its accounting profits. The value of the undertaking is determined as the present value of its future free cash flows.
- Free cash flows are discounted for the explicit forecast period and the perpetuity value thereafter. Free cash flows represent the cash available for distribution to both, the owners and lenders to the business.
- Discount rate is the Weighted Average Cost of Capital ("WACC"), based on an optimal vis-à-vis actual capital structure. It is appropriate rate of discount to calculate the present value of future cash flows as it considers equity-debt risk and also debt-equity ratio of the firm.
- The perpetuity (terminal) value is calculated based on the business's potential for further growth beyond the explicit forecast period. The "constant growth model" is applied, which implies an expected constant level of growth (for perpetuity) in the cash flows over the last year of the forecast period.
- The discounting factor (rate of discounting the future cash flows) reflects not only the time value of money, but also the risk associated with the business's future operations.
- The Business/Enterprise Value so derived, is further reduced by value of debt, if any, (net of cash and cash equivalents) to arrive at value to the owners of business. The surplus assets / non-operating assets are also adjusted.
- In case of free cash flows to equity, the cash available for distribution to owners of the business is discounted at the Cost of Equity and the value so arrived is the Equity Value before surplus/ non-operating assets. The surplus assets / non-operating assets are further added to arrive at the Equity Value.

8.3 Market Approach

i. Market Price Method

- Under this approach, the market price of an equity share as quoted on a recognized stock exchange is normally considered as the fair value of the equity shares of that company where such quotations are arising from the shares being regularly and freely traded. The market value generally reflects the investors' perception about the true worth of the company.

ii. Comparable Companies Multiple Method

- Under the Comparable Companies Multiple ("CCM") method, the value is determined on the basis of multiples derived from valuations of comparable companies, as manifest through stock market valuations of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to valuation. Relevant multiples need to be chosen carefully and adjusted for differences between the circumstances.
- To the value of the business so arrived, adjustments need to be made for the value of contingent assets/liabilities, surplus Asset and dues payable to preference shareholders, if any, in order to arrive at the value for equity shareholders.

iii. Comparable Transactions Multiple Method

- Under the Comparable Transactions Multiple ("CTM") method, the value of a company can be estimated by analysing the prices paid by purchasers of similar companies under similar circumstances. This is a valuation method where one will be comparing recent market transactions in order to gauge current valuation of target company.

8.4 Conclusion on Valuation Approach

Sr. No.	Valuation Approach	Valuation Methodology	Used	Explanation
I	Cost Approach	- Net Asset Value & Break Up Value	No	NAV or the BV does not capture the future earning potential of the business.
II	Income Approach	- Discounted Cash Flow	Yes	The SPV derives its true value from the potential to earn income in the future. Hence, we have considered DCF method under Income Approach for Valuation.
III	Market Approach	- Market Price	No	ISCIMPL is not listed on any stock exchange, therefore we have not considered market price method of valuation.
		- Comparable Companies	No	There are no listed companies directly comparable to the business of the InvIT Asset considering the distinct nature of asset and capital structure. Hence, we have not considered CCM method.
		- Comparable Transactions	No	Due to unavailability of transactions in the public domain with business, scale and characteristics similar to ISCIMPL

- Accordingly, in the instant case, the Discounted Cash Flow Method was considered as the most appropriate method for valuation of the InvIT Asset. Under the DCF method, we have used Free Cash Flow to Firm ("FCFF") model for valuation.

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9 Valuation of InvIT Asset

9.1.1 The valuation of the InvIT Asset has been determined as of July 31, 2023, assuming July 31, 2023, to be the Closing Date.

9.1.2 The SPV and RRVL have entered into WUA in terms of which the SPV shall provide RRVL the warehouse services and other basic services in terms of the WUA. The financial projections provided by the Management for the period beginning from the Valuation date for a period of 30 years therefrom. We have reviewed the financial forecast for consistency and reasonableness only.

9.1.3 Following are the key assumptions considered in the financial projections while determining the operating cash flows of the SPV:

i. **Existing warehouse facilities of the SPV across India:**

- The SPV has entered into Lease Agreements and Lease Assignment Agreements for 64 unique warehouse sites across 34 cities aggregating 12.77 million square feet. The weighted average balance tenure of these Lease Agreements and Lease Assignment Agreements as of July 31, 2023, is approximately 11.5 years.

- **Revenue projections:** As per WUA, SPV shall provide the warehousing services to RRVL for a period of 30 years from the Closing Date. RRVL shall on the Closing Date issue service orders for at least 60% of the total space in relation to the identified Warehouse Assets. Each service order would be valid for a period of 1 year and can be renewed by the SPV for a further period of 1 year. RRVL has also committed to take up additional space as may be required to enable the SPV to meet its debt servicing obligations subject to a maximum of 65%, 70%, 75% and 80% of the total space of the identified Warehouse Assets during the period of Y11 to Y15, Y16 to Y20, Y21 to Y25 and Y26 to Y30 respectively. The same has been factored into the revenues and cash flows for the purpose of the valuation. Following are the key components of the revenue from RRVL under the WUA:

  a. **Base Fees:** RRVL shall pay 'Base Fees' computed on a per square foot basis at the rates as mentioned in WUA for the identified Warehouse Assets.

  b. **Warehouse Usage Fees:** RRVL shall pay 'Warehouse Usage Fees' computed on a per square foot basis at the rates as mentioned in WUA for the identified Warehouse Assets.

  The Base Fees, Warehouse Usage Fees together constitute the total revenue for the SPV.

- **Operations cost projections:** The O&M fees under the O&M Agreement and is computed on a per square feet basis for the total space at the identified Warehouse Assets. O&M fees is payable to RPPMSL in terms of the O&M Agreement. RPPMSL, at its own costs and expenses, will provide adequate equipment, materials, tools, consumables, spares, supplies and aids, and sufficient and adequately trained manpower, staff, labor and personnel to the SPV to carry out warehouse business activities. RPPMSL will also carry out the refurbishment activities in respect of existing warehouses as and when required at its own cost and expenses.

- **Lease rental payments:** We have considered the lease rentals payable by the SPV in terms of the Lease Agreements and Lease Assignment Agreements entered into by the SPV. We have additionally assumed renewals of these agreements with escalations for the forecast period.

- **Other expenses:** The fixed general & administrative expenses of INR 12.0 Cr with escalation of 2% p.a. has been assumed.

- **Working Capital Requirement:** We have considered working capital requirement and changes in working capital as provided by the Management during the forecast period namely:

  a. 7 days receivable for customer billings;

  b. 7 days payables towards lease rent, operation & maintenance expenses and general & administrative expenses.

ii. **Capital Expenditure**

- For the purpose of this valuation exercise, we have not considered any additional Warehouse Assets. We understand that the SPV has entered into 7 additional lease agreements. However, the same have not been considered in this valuation exercise as the risk and rewards for any future warehouses shall accrue to the SPV only in the event the warehouse assets meet the required standards laid down in the WUA and an acceptance certificate is issued under the PEA. Further till the acceptance certificate is issued, RPPMSL as the Contractor bears all the risks and costs.

iii. **Discounting Factor**

- We have used the Free Cash Flows to Firm (“FCFF”) model under DCF method to estimate the Enterprise Value of the SPV. In FCFF, the free cash flows available are discounted by Weighted Average Cost of Capital (“WACC”) to arrive the net present value.
- The WACC is arrived at after considering the cost of equity, the cost of OCPS, the post-tax cost of Trust Loan 1 and Trust Loan 2 and their respective weights in the capital structure of the SPV.
- The break-up of the debt as per estimated opening balance sheet as of the Closing Date is provided below:

Particulars	As of Closing Date in Rs. Crore
Trust Loan 1	2,928.0
Trust Loan 2	2,122.0
Total	**5,050.0**

- The estimated break-up of share capital as per estimated opening balance sheet as of Closing Date is provided below:

Particulars	As of Closing Date in Rs. Crore
Equity Shares	100.0
OCPS	50.0
Total	**150.0**

- For the purpose of this valuation exercise, we have considered the following to determine the WACC:

WACC = (Cost of Trust Loan 1 * (1-tax rate) * Trust Loan 1 + Cost of Trust Loan 2 * (1-tax rate) * Trust Loan 2 + Cost of OCPS * OCPS capital + Cost of Equity Shares * Equity Share capital) / (Trust Loan 1 + Trust Loan 2 + OCPS capital + Equity Share capital as of the Closing Date).

- The OCPS are in the nature of participative preference shares and accordingly have been considered at the same cost of capital as the Equity Shares.
- The returns expected by the equity depend on the perceived level of risk associated with the business and the industry in which the business operates. We have considered Capital Asset Pricing Model for calculation of Cost of Equity.

a) The CAPM can be defined as follows:

Ke = Rf + (Rp * Beta) + CSRP

- Risk Free Rate (Rf): The risk free rate of return is based on yields of 30 year zero coupon bond yield as on July 31, 2023 having and as listed on www.ccilindia.com. In the present case, the risk free rate of return is arrived at 7.3%.
- Market Return (Rm): Market Return is a measure of rate of return that investors earns by investing in equity markets. It is calculated based on the average historical market return. In the present case, the market return is considered at 15.0%.
- Risk Premium (Rp): Risk premium is a measure of premium that investors require for investing in equity markets rather than bond or debt markets. A risk premium is calculated as follows:

Risk premium = Equity market return (Rm) – Risk free rate (Rf).

- Beta: It is a measure of the sensitivity of a company's stock price to the movements of the overall market index. Due to absence of listed comparable companies engaged in the similar business, we have considered market beta of 1.

b) We have considered post tax cost of Trust Loan 1 at 10.8% and Trust Loan 2 at 9.5% respectively.

c) After considering the above we have determined the WACC of 10.4% for the current valuation exercise.

d) We have adjusted the above WACC for Company Specific Risk Premium of 1.50% to account for risks inter alia projection risk, profitability risk, business risk etc. The WACC is arrived at 11.9%.

iv. **Discounted Cash Flow**

- The explicit period has been considered from the Valuation Date for a period of 30 years therefrom as the WUA, O&M Agreement and PEA shall all come into effect from the Closing Date.
- The FCFF method under DCF has been used to calculate enterprise value of the SPV;
- In FCFF, the free cash flows available to the company are discounted by WACC to derive the net present value. We have considered a WACC of 11.9%;
- We have discounted the projected FCFF back to their present value using mid-year discounting convention. The use of mid-year discounting factors better reflects the assumption that net cash flows will be generated throughout the year, rather than at the beginning or at the end of the year;
- We have not considered any terminal cash flow given the fixed term of the WUA, O&M Agreement and PEA and have considered recoupment of all working capital at the end of the forecast period;
- Income Tax rate of 25.17% being the tax rate prevailing in India has been considered.
- The enterprise value (“Enterprise Value”) of the SPV is arrived at INR 5,477.4 crore.
- Further, as per IND AS accounting principle, leased assets are recorded under the head non-current assets and non-current liabilities as debt-like item in the balance sheet. For arriving at the enterprise value of INR 5,477.4 crore, the lease rentals are deducted as cash outflows. Based upon IND AS accounting adjustment, the leased assets as provided in the estimated opening balance sheet are added to the enterprise value. The enterprise value post leased assets adjustment is arrived at INR 6,332.3 crore.

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10 Valuation Summary

10.1. The current valuation has been carried out based on the valuation methodology explained herein earlier. Further, various qualitative factors, the business dynamics and growth potential of the business, having regard to information base, management perceptions, key underlying assumptions and limitations, were given due consideration.

10.2. We would like to highlight that in the ultimate analysis, valuation will have to be tempered by the exercise of judicious discretion and judgment taking into account all the relevant factors. There will always be several factors, e.g. quality of the management, present and prospective competition, yield on comparable securities and market sentiment, etc. which are not evident from the face of the balance sheets but which will strongly influence the worth of an entity or business.

10.3. The enterprise value of InvIT Asset is arrived at INR 5,477.4 crore, corresponding to warehousing area of 12.77 million square feet as of Valuation Date.

10.4. Further, as per IND AS accounting principle, leased assets are recorded under the head non-current assets and non-current liabilities as debt-like item in the balance sheet. For arriving at the enterprise value of INR 5,477.4 crore, the lease rentals are deducted as cash outflows. Based upon IND AS accounting adjustment, the leased assets as provided in the estimated opening balance sheet are added to the enterprise value. The enterprise value post leased assets adjustment is arrived at INR 6,332.3 crore.

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11 Annexures

11.1 Annexure I

Valuation of InvIT Asset as per DCF Method

Valuation as per Discounted Cash Flow Method as on July 31, 2023 (INR Cr)										
WACC	11.90%									
Year Ending	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Net Sales	1,349.2	1,386.7	1,451.8	1,491.9	1,534.3	1,577.9	1,623.3	1,673.2	1,722.5	1,775.9
	-	*3%*	*5%*	*3%*	*3%*	*3%*	*3%*	*3%*	*3%*	*3%*
EBITDA	599.2	599.2	627.2	627.2	627.2	627.3	627.3	627.3	627.3	627.3
EBITDA Margins	*44%*	*43%*	*43%*	*42%*	*41%*	*40%*	*39%*	*37%*	*36%*	*35%*
Less : Outflows										
Add/(Less): Capital Expenditure and change in GST bloc	107.4	107.9	112.9	112.9	102.3	-	-	-	-	-
Add/(Less): Incremental Working Capital	(11.5)	(0.0)	(0.5)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)
Less: Taxation	-	(17.2)	(44.3)	(59.8)	(73.2)	(84.7)	(94.6)	(103.1)	(110.4)	(116.7)
Free Cash Flows (FCF)	**695.1**	**689.9**	**695.3**	**680.3**	**656.3**	**542.6**	**532.7**	**524.2**	**516.8**	**510.5**
Present Value Factor	0.9	0.8	0.8	0.7	0.6	0.5	0.5	0.4	0.4	0.3
Present Value of Cash Flows	**657.1**	**582.9**	**525.0**	**459.0**	**395.7**	**292.3**	**256.5**	**225.6**	**198.7**	**175.4**
NPV of Explicit Period	5,477.4									
Enterprise Value (EV)	**5,477.4**									
Add: Right to Use Assets	855.0									
Enterprise Value (EV)	**6,332.3**									

Year Ending	**Year 11**	**Year 12**	**Year 13**	**Year 14**	**Year 15**	**Year 16**	**Year 17**	**Year 18**	**Year 19**	**Year 20**
Net Sales	1,879.2	1,936.6	1,996.3	2,061.8	2,126.6	2,407.8	2,475.8	2,545.4	2,617.2	2,695.7
	6%	*3%*	*3%*	*3%*	*3%*	*13%*	*3%*	*3%*	*3%*	*3%*
EBITDA	674.1	673.4	672.7	671.8	670.9	880.9	873.9	866.0	857.3	847.5
EBITDA Margins	*36%*	*35%*	*34%*	*33%*	*32%*	*37%*	*35%*	*34%*	*33%*	*31%*
Less : Outflows										
Add/(Less): Capital Expenditure and change in GST bloc	-	-	-	-	-	-	-	-	-	-
Add/(Less): Incremental Working Capital	(0.9)	0.0	0.0	0.0	0.0	(4.0)	0.1	0.2	0.2	0.2
Less: Taxation	(134.0)	(138.5)	(142.4)	(145.7)	(148.5)	(204.0)	(204.5)	(204.5)	(204.0)	(203.0)
Free Cash Flows (FCF)	**539.2**	**534.9**	**530.3**	**526.1**	**522.4**	**672.9**	**669.5**	**661.7**	**653.4**	**644.6**
Present Value Factor	0.3	0.3	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1
Present Value of Cash Flows	**165.6**	**146.8**	**130.1**	**115.3**	**102.3**	**117.8**	**104.7**	**92.5**	**81.6**	**72.0**

Year Ending	**Year 21**	**Year 22**	**Year 23**	**Year 24**	**Year 25**	**Year 26**	**Year 27**	**Year 28**	**Year 29**	**Year 30**
Net Sales	3,046.9	3,113.6	3,182.0	3,250.3	3,318.5	4,320.5	4,241.5	4,149.1	4,038.1	3,903.8
	13%	*2%*	*2%*	*2%*	*2%*	*30%*	*-2%*	*-2%*	*-3%*	*-3%*
EBITDA	1,111.0	1,082.9	1,051.5	1,016.4	977.3	1,861.8	1,665.8	1,447.1	1,203.2	931.0
EBITDA Margins	*36%*	*35%*	*33%*	*31%*	*29%*	*43%*	*39%*	*35%*	*30%*	*24%*
Less : Outflows										
Add/(Less): Capital Expenditure and change in GST bloc	-	-	-	-	-	-	-	-	-	-
Add/(Less): Incremental Working Capital	(5.1)	0.5	0.6	0.7	0.7	(17.0)	3.8	4.2	4.7	145.2
Less: Taxation	(270.7)	(264.7)	(257.8)	(249.8)	(240.7)	(464.0)	(415.2)	(360.6)	(299.7)	(231.5)
Free Cash Flows (FCF)	**835.3**	**818.7**	**794.3**	**767.3**	**737.4**	**1,380.9**	**1,254.4**	**1,090.7**	**908.2**	**844.7**
Present Value Factor	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.0	0.0	0.0
Present Value of Cash Flows	**83.3**	**73.0**	**63.3**	**54.6**	**46.9**	**78.5**	**63.7**	**49.5**	**36.9**	**30.6**

11.2 Annexure II – Details of Warehouse Assets

S. No.	City/ Location	Pin code	Leasehold Buildings (INR Crore)	Electrical Installations (INR Crore)	Equipment (INR Crore)	Furniture and Fixtures (INR Crore)	Plant and Machinery (INR Crore)	Total Assets (INR Crore)
1	Bengaluru	562123	11.93	5.70	28.28	2.98	1.58	50.47
2	Hoskote	562129	6.03	6.76	21.98	0.13	0.19	35.09
3	Bhiwandi	421302	26.58	16.77	42.00	7.87	2.74	95.96
4	Bhiwandi	421302	20.69	14.86	26.24	2.59	0.72	65.10
65	Chennai	600067	25.68	9.95	50.75	4.17	5.72	96.26
6	Kheda	387411	9.32	5.70	17.34	1.30	0.73	34.40
7	Hyderabad	500014	21.66	8.86	37.15	1.71	1.77	71.13
8	Hooghly	712203	18.41	12.35	42.13	4.97	1.44	79.30
9	Bengaluru	562132	3.07	12.95	17.27	1.12	2.38	36.79
10	Hyderabad	500014	1.30	6.39	17.49	0.28	0.00	25.47
11	Nagpur	441502	16.26	5.72	11.47	6.17	1.15	40.76
12	Jhajjar	124105	21.02	13.96	31.75	6.39	2.16	75.28
13	Neelamangala	562123	14.71	7.15	25.69	3.96	1.36	52.88
14	Badli	124105	17.26	8.91	29.22	9.08	1.96	66.43
15	Bengaluru	562162	14.47	11.57	23.99	4.18	1.60	55.81
16	Khopoli	410203	6.44	4.06	17.03	4.04	0.11	31.69
17	Ahmedabad	382330	41.98	16.35	29.02	2.69	1.11	91.15

18	JHAJJAR	124507	49.19	21.51	76.30	14.76	3.36	165.12
19	SONIPAT	131029	14.41	11.41	22.88	0.60	0.66	49.96
20	Tumkur	572101	21.34	22.63	90.70	5.42	4.59	144.69
21	Khopoli	410203	9.15	6.32	13.65	4.77	0.13	34.02
22	HYDERABAD	501401	14.97	8.53	24.30	4.03	2.30	54.14
23	Coimbatore	641016	10.59	3.58	15.75	3.01	0.73	33.66
24	Indore	453771	27.07	9.16	16.22	9.14	2.69	64.27
25	Lucknow	209859	18.43	10.66	32.49	7.03	2.07	70.68
26	Khopoli	410203	18.91	7.22	25.20	8.07	2.28	61.68
27	Jhajjar	124105	25.96	21.42	39.02	6.99	0.78	94.17
28	Farukhnagar	122506	32.30	14.11	45.04	17.30	6.65	115.40
29	Jhajjar	124108	19.43	7.56	7.31	32.77	7.12	74.18
30	Kanchipuram	602117	16.63	3.82	14.96	6.90	0.07	42.37
31	Bhiwandi	421302	16.26	8.42	35.84	1.04	1.04	62.60
32	Ahmedabad	382220	5.56	4.59	33.82	0.32	2.38	46.67
33	Kolkata	712223	8.04	8.10	64.06	1.27	2.59	84.07
34	Hosur	635110	12.49	6.76	24.77	2.40	1.08	47.49
35	Chennai	602105	17.40	7.22	9.38	13.23	0.53	47.75
36	Hoskote	562129	15.72	13.78	13.74	3.67	1.79	48.70
37	Badli	124105	16.04	9.05	32.34	3.30	1.54	62.28
38	Patalganga	410202	33.36	10.91	16.89	9.44	0.03	70.63
39	Bhiwandi	421302	13.19	5.66	15.01	3.50	0.47	37.83
40	Nagpur	441502	38.14	22.76	82.65	8.32	1.10	152.96
41	Jhajjar	124103	15.17	8.90	32.26	3.32	2.10	61.74
42	Ahmedabad	382220	23.10	5.36	17.32	9.70	0.39	55.87
43	Sonipat	131021	12.03	7.20	10.88	4.88	2.01	37.00
44	Ahmedabad	385110	21.40	9.61	9.49	23.92	5.33	69.75
45	Siliguri	734015	11.94	5.46	5.20	14.21	1.28	38.08
46	Badli	124105	26.75	11.28	4.26	34.24	3.16	79.68
47	Poonamallee	600124	11.20	8.25	4.51	11.97	0.94	36.86
48	Chennai	631604	14.16	8.55	3.13	26.86	2.50	55.20
49	Mewat	122105	14.41	6.51	5.36	13.26	0.96	40.50
50	Bhopal	462046	19.21	9.34	2.66	11.67	1.75	44.63
51	Kolkata	711310	29.94	17.57	30.35	22.10	0.25	100.21
52	Kolkata	711310	15.73	8.29	42.59	9.00	1.69	77.29
53	Krishna	521212	22.41	12.54	18.67	18.43	0.55	72.60
54	Jhajjar	124103	24.40	12.97	174.29	49.37	2.81	263.84
55	Howrah	711322	20.82	11.91	18.61	10.11	1.10	62.54
56	Krishna	521107	16.23	10.70	21.65	6.15	1.53	56.25
57	Navi Mumbai	410208	17.70	5.40	13.48	1.88	0.14	38.60
58	Kolkata	711302	71.28	34.81	81.93	12.13	0.90	201.05
59	Mumbai	421302	13.53	3.37	8.17	1.17	0.09	26.33
60	Medchal-Malkajgiri	500014	22.51	3.78	8.64	0.19	2.96	38.08
61	Bengaluru	562123	16.62	3.52	11.83	0.19	1.58	33.74
62	patiala	140417	29.50	5.68	6.65	1.88	0.21	43.92
63	Hapur	245301	16.90	2.32	4.60	0.36	0.90	25.08
64	Jhajjar	124108	21.97	4.50	5.10	1.49	0.17	33.22
Total			**1,240.26**	**631.01**	**1,762.74**	**519.34**	**108.00**	**4,261.35**

Source: the Management

11.3 Annexure III – Details of all Permissions

- The Warehouse infrastructure business requires broadly the following permissions / approvals viz. (i) No-objection certificate from Fire Department; (ii) approval for operating diesel-generator sets; (iii) shops and establishments registrations in certain states; (iv) Goods and Service Tax (GST) registration certificate and (v) approvals for operation of weighbridges. In the case of the SPV, since the operations pertaining to the warehousing infrastructure business would commence only from the Closing Date, these approvals are currently not in the name of the SPV. The SPV and / or the Operator under the O&M Agreement, propose to apply and procure for new approvals or seek transfer of certain existing approvals which are held in the name of either (a) the landlord; (b) existing operator of the warehouse; or (c) warehouse user. However, in certain cases, the approval may continue to remain in the name of the landlord (for instance, approval form the Fire department as the same may relate to the structure which is owned by the landlord) or the warehouse user with consent and requisite permission for SPV for continuity of the usage till the validity of the lease period.

11.4 Annexure IV - Litigations Details

- We have been given to understand that there are no ongoing material litigations including tax disputes involving the SPV or in relation to the assets or there being any other regulatory actions involving the SPV warranting a disclosure herein.

11.5 Annexure V - Other Disclosures as required under SEBI InvIT Regulations

Statement of Assets

- The Trust would acquire 100% of the outstanding equity share capital in the SPV. The SPV is in the setting up, operating, maintaining and managing warehouses and related assets and providing warehousing services to warehouse users. As per the estimated opening balance sheet of the SPV as of Valuation Date, the SPV shall have gross tangible fixed assets aggregating INR 4,534.1 crore, Right to Use Asset of INR 854.9 crore, GST of INR 543.8 crore and current assets of INR 122.2 crore.

Details of Major Repairs - Past and Proposed

- As per discussions with Management, no major repairs have been done in the past to the existing warehouses.
- Going forward, the maintenance (including any major maintenance) costs are to be borne by RPPMSL in terms of the O&M Agreement and accordingly we understand that there are no major repair costs that SPV would need to incur.

Revenue pendency including local authority taxes associated with the InvIT Asset and compounding charges

- The Management has confirmed to us that there are no revenue pendency including local authority taxes associated with the InvIT Assets and compounding charges.

Vulnerability to natural or induced hazards that may not have been covered in town planning / building control

- The Management has confirmed to us that there is no vulnerability to natural or induced hazards that may not have been covered in town planning / building control

11.6 Annexure VI - Photographs


Tonachinakuppe Village, Kasaba Hobli, Nelamagala Taluk – Bengaluru (Sr 1)


Sembulivaram Villege, Ponneri Taluk, Tiruvellur District – Chennai (Sr 5)

Gandragulipura Village, Kasaba, Hobli, Nelamangala Taluk – Bengaluru (Sr 13)

HSIIDS Industrial Estate, Rai District – Sonipat (Sr 19)

Ekarajapura Village Sulibele, Hobli Hosakote - Bengaluru (Sr 2)

Saptshree Warehouse, Vahuli village Tel - Bhiwandi (Sr 3)

Indian Corporation, Dapoda Road,Opp.Gajanan Petrol Pump, Mankoli Naka - Bhiwandi (Sr 4)

Sumar logistics and Industrial park,NH-8, Village Hariyala, District - Kheda (Sr 6)

Survey-643/B, Devaramzal Village, Shamirpet,Malkajgiri Dist – Hyderabad (Sr 7)

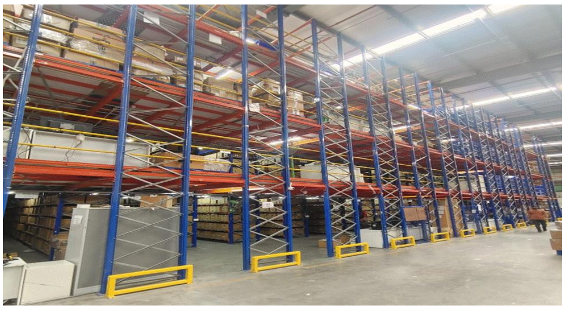
Plot No, LR Dag No -55, VIll - Bangihati Village Mouza - Kolkata (Sr 8)

Bidaluru Village, Thyamagondlu Hobli, Nelamangala Taluk – Bengaluru (Sr 9)

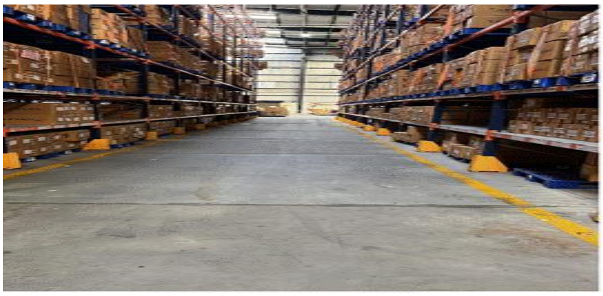
Land Survey of SY.No 605, situated at Devaryamjal (V), Sameerpet (M), R.R.District – Hyderabad (Sr 10)

Gati - Khasra no 472 - 476 of Khumari & khasra no 41 - 43 of Mouza Kokarda- Nagpur (Sr 11)

Block A, Nh 71 New Nh 352, Chainage Rd 401 370, Village Ghijarod, Jhajjar – Haryana (Sr 12)



Indospace Logistics Park, Badli-Jhajjar Rd.
Badli, Jhajjar - Haryana (Sr 14)



Sy No 131/133 Nelamangala Taluk Kasaba Hobli Hanchipura Village - Bengaluru (Sr 15)

Indran Logistics Indospace Industry and Logistics, Ajivali, Khalapur, Raigad - Khopoli (Sr 16)

Gate No 5,GIDC Naroda - Ahmedabad (Sr 17)

Sultanpur NDC, Industrial Plot No 1, Village: Dadri Toe, Jhajjar – Haryana (Sr 18)

Survey No. 54 / 1, Nandihalli Village, Oordigree Hobli - Tumkur (Sr 20)

Building No B200, Shed 200, Indran Logi Indospace Industrial & Logistics, Ajivali, Khalapur Raigad - Khopoli (Sr No 21)

Survey no: 328 to 337, 358 & 359,361,465,475 & 476, Pudur, Medchal Mandal, Malkajgiri – Hyderabad (Sr No 22)

SF no 433/1/2/3/4 and 432/2, Appanaickenpatti, Pappampatty, Sulur, Coimbatore (Sr No 23)

Survey Number - 135/1, 136/1, 141/1/1, 141/1/2, Shri Vinayak Warehouse, Baroda Arjun, Indore (Sr No 24)

Khasra 511 to 532, Village Bajehara NH-25 Pargana Gaurinda, Tehsil Hasanganj – Unnao (Sr No 25)

Building No B 500 Ikshita Logistics Park, Indospace Logistic Park – Khopoli (Sr No 26)

B1200 Indospace and Logistic Pahasour Faizabad Tehsil Badli Distirct Jhajjar - Haryana (Sr No 27)

Embassy Industrial Park, 122506 Farukhnagar – Haryana (Sr No 28)

Unit no.A Building No. B750 (Hcy Industrial Park Pvt ltd, Indo space Logistics Park ,Luhari, Jhaajjar (Sr No 29)

S no 351/1-14, 335/1-11, 334/1-11, VRYA Warehousing LLP, Irangattukottai, Kanchipuram (Sr No 30)

FC - Gala-1-14 Plot-GA-1 ,Hissa-3/2 Villlage Kukse, Bhiwandi – Thane (Sr No 31)

Plot no. 99, Gallops Industrial Park, Rajoda, Taluka Bavla, Ahmedabad Rajkot Highway, Ahmedabad (Sr No 32)

Swastika Creation P Ltd, Mouza Pearapur, Plot 283&284 Khatia, Mouza Rajyadharpur, Choto Belu, Belu Milki, PS Serampur,Hooghly (Sr No 33)

Avigna Space Industrial Logistics park, Denkanikota Road, Hosur Taluk, Nagondapalli, Krishnagiri – Hosur (Sr No 34)

Unnati Logistics Park Pvt Ltd Indospace Industrial Park, Mevalurkuppam, Sriperumbudur – Chennai (Sr No 35)

Ekkarajapura, Sulibele Hobli, Hoskote – Bengaluru (Sr No 36)

Indo Space Industrial & Logistics Park. Faizabad,Tehsil-Badli – Jahajjar (Sr No 37)

New Era Warehousing and Industrial complex, Lohop, /Vanivali, Patalganga, Rasayni, Raigad District (Sr No 38)

Sagar Complex, Ovali, Bhiwandi, Dist.Thane (Sr No 39)

UNO Logistics Park, Bavla-Rajkot, Highway, Kochariya, Ahmedabad (Sr No 42)

Khata No -792, Hadbast No-88, Kumaspur, - Sonipat (Sr No 43)

Survey No - 921, Indospace Industrial and logistics park, Bavla Village – Ahmedabad (Sr No 44)

Plot No. 28, 29, 30, 31 & 32. Khaitan No.: 1051-3/5/9/13/18/19, under pargana Baikunthapur, Binnaguri, Jalpaiguri – Siliguri (Sr No 45)

B-1100 Indospace Industrial Park Badli Pvt. Ltd. Pahasour, Jhajjar – Haryana (Sr No 46)

Building No. B-400, Indospace Sugar Industrial Park, Koodapakkam, Poonamallee, Tiruvallur (Sr No 47)

SAN Logistiks Park, Unit No. A, Building No.2, SH48, Oragadam Walajabad Road, Varanvasai - Kanchipuram (Sr No 48)

Outrank Logistics Park, Tauru, Mewat – Haryana (Sr No 49)

MS K.D. Supply Chain Solutions Khasra No. 117/2, 117/3, Khamkheda (Gouhar Ganj) - Mandideep (Sr No 50)

PS-Ulluberia, Mouza Surikhali Basudevpur Gram Gram Panchayet – Howrah (Sr No 51)

Mouza surikhali Basudevpur gram panchayat, PS – Uluberia – Kolkata (Sr No 52)

Costa Bay Warehoue Park Nunna, Vijaywada Rural Mandalkrishna District (Sr No 53)

Industrial Plot No. 1, Street Nimana, Sector -5 MET, Tehsil Badli - Jhajjar (Sr No 54)

NH-6, Mouza And Village Kulai Under Beldubi Gram Panchayat, Paniarah Panchal Howrah (Sr No 55)

Sy No 28/2 Vedurupavuluru, Mustabad, Grama Panchayat Gannavaram Mandal Krishna – Vijaywada (Sr No 56)

Santosh Warehousing Complex, Shil Phata Panvel Road, Dhansar Village, Taloja, Navi Mumbai (Sr No 57)

Ganesh Complex Subhararah GP Mouza – Kolkata (Sr No 58)

A1, Building, Sagar Complex, Mumbai - Nashik Highway, Dapode, Bhiwandi, Thane (Sr No 59)

Sy 695/696, Gundlapochampally – Hyderabad (Sr No 60)

Bommashettahalli Survey No. 6/1 2 7/12 Dasanpuran, Nelamangala – Bengaluru (Sr No 61)

Kharasa No 1243/1218 Khewat No 295/294/289 Khatoni No 364/365 & Khewat 359/363 Hadbast No 346, Shambhu Kalan, Rajpura, Punjab (Sr No 62)

Khasra No. 376, 2377, 399 Village Bhovapur, Tehsil Dholana, Galand, Hapur, Uttar Pradesh (Sr No 63)

Khasra No.110/2(1-19), Kulana, PO.-Pataudа – Jhajjar (Sr No 64)

Mouza Khumari Kanyadol To Khumari Kalameshwar Nagpur (Sr No 40)

Rewari Road, NH-71, New NH 352, Chainage Rd, Gijarod – Jhajjar (Sr No 41)

Source: the Management

ANNEXURE D

ARCHITECT CERTIFICATE

(*The remainder of this page is intentionally left blank*)

Date: 17-08-2023

Intelligent Supply Chain Infrastructure Trust
4th Floor, Court House,
Lokmanya Tilak Marg,
Dhobi Talao,
Mumbai 400 002
(the "**Trust**")

Axis Trustee Services Limited
Axis House, Bombay Dyeing Mills Compound,
Pandurang Budhkar Marg,
Worli,
Mumbai – 400 025
(the "Trustee")

Infinite India Investment Management Limited
7th Floor, Cnergy,
Appasaheb Marathe Marg,
Prabhadevi,
Mumbai 400 025
(the "**Investment Manager**"

Reliance Retail Ventures Limited
4th Floor, Court House,
Lokmanya Tilak Marg,
Dhobi Talao,
Mumbai 400 002
(the "Sponsor")

Intelligent Supply Chain Infrastructure Management Private Limited
9th Floor, Maker Chambers IV,
222 Nariman Point,
Mumbai 400021
(the "SPV")

Axis Capital Limited
1st Floor, Axis House,
C-2 Wadia International Center,
Pandurang Budhkar Marg
Worli, Mumbai – 400 025,
Maharashtra, India

ICICI Securities Limited
ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi,
Mumbai – 400 025
Maharashtra, India

Vikesh J. Chheda * CA / 2004 / 33409 *

Jayant Chheda & Associates
Darshak Designers and Consultant,
Ramji Asher Bunglow, 73 M. G. Road,
Ghatkopar (E), Mumbai - 400 077.

(Axis Capital Limited and ICICI Securities Limited are together referred to as the Lead Managers)

Dear Sir/ Madam,

Sub: Certificate on total area in sq ft for the Identified Warehouses *(as defined below)*

We refer to the engagement letter dated 26th June 2023, wherein the Trust acting through the Investment Manager has engaged us for the certifying the total area in sq ft of certain warehouses that have been identified to be housed in the SPV ("**Identified Warehouses**") for providing warehousing services to Reliance Retail Ventures Limited ("**RRVL**").

CONTEXT, PURPOSE AND SCOPE

RRVL, has established a trust named Intelligent Supply Chain Infrastructure Trust ("**Trust**") under the Indian Trust Act, 1882 by executing an indenture of trust with Axis Trustee Services Limited. Infinite India Investment Management Limited has been appointed as the investment manager of the Trust. The Trust was subsequently registered as an infrastructure investment trust with the Securities and Exchange Board of India ("**SEBI**") in terms of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 and circulars and guidelines issued thereunder ("**SEBI InvIT Regulations**").

The Trust shall hold logistics infrastructure assets that satisfy the definition of 'Infrastructure' in terms of the Harmonized Master List of Infrastructure Sub-sectors notified by the Ministry of Finance - Department of Economic Affairs - Infrastructure Policy & Programme Section vide notification dated April 26, 2021 ("**Harmonized List**"). In terms of Harmonized List, under the category of Transport and Logistics, infrastructure sub-sector includes Logistics Infrastructure. Logistics Infrastructure in terms of the Harmonized List means and includes warehousing facility with investment of minimum Rs.25 crore and minimum area of 1 lakh sq ft.

The Identified Warehouses are proposed to be housed in Intelligent Supply Chain Infrastructure Management Private Limited that shall be owned and controlled by the Trust in terms of the SEBI InvIT Regulations. In order to confirm the eligibility of the Identified Warehouses with the requirement of minimum area of 1 lakh sq ft specified under the Harmonized List, the Trust acting through the Investment Manager has engaged us to verify and certify the area of each of the Identified Warehouses.

SOURCES OF INFORMATION

For the purpose of this certification, we have relied on the following information ("**Information**"):

1) List of the Identified Warehouses along with location and address details;
2) Copies of lease agreements entered into with the respective landlords for use of the warehousing space; and
3) Lay-out / Autocad drawings of each of the Identified Warehouses
4) Individual presentations describing each of the Identified Warehouses that *interalia* contain location and asset details

We have also held discussions with the management of the Investment Manager, the SPV and RRVL and have considered all clarifications and explanations provided by the management to our queries. Additionally, we undertook a physical site visit of some of the Identified Warehouses.

Vikesh J. Chheda * CA/2004/33409 *

CONFIRMATIONS

We confirm that we are independent architects, registered with the Council of Architecture under the Architects Act, 1972 (Membership Registration No. CA/2004/33409, a copy of the membership certificate is attached herewith as **Annexure A**). Further, we confirm that the aforesaid registration is valid as on date hereof, and as such, we are duly qualified to issue this certification. Additionally, we confirm that we are in no way connected or related to the Trust, SPV, RRVL, the Trustee or the Investment Manager.

We hereby consent to our name being disclosed as an expert (as described under Section 2(38) of the Companies Act, 2013) in the draft placement memorandum, placement memorandum and final placement memorandum to be filed by the Trust with SEBI and stock exchanges, for any unit issuance, subsequent amendments thereto and any presentations or releases and additional documents in connection with such issuance (**"Offer Documents"**).

CERTIFICATION

Based on the above information we hereby certify that each of the Identified Warehouses more specifically listed in **Annexure B**, meet the requirement of a minimum 1 lakh sq ft as specified in the Harmonized List. Further we hereby certify that the information identified in **Annexure B**, duly initialed by us, is true, correct and accurate

DISTRIBUTION OF THIS CERTIFICATE

This certificate has been prepared solely and exclusively for the purpose outlined hereinabove and should not be relied upon for any other purpose. We consent to the submission of this certificate by the Investment Manager to any statutory or regulatory authority including SEBI for the purpose of demonstrating that the Identified Warehouses meet the eligibility requirement of minimum 1 lakh sq ft as specified in the Harmonized List. References to this certificate may also be made in the Offer Documents. We further provide our consent for this certificate to be shared with the counsels of the Investment Manager for their records. This certificate may also be relied upon by the Lead Managers and their legal counsels to demonstrate their diligence in this matter and for their records.

Yours truly,

For **Jayant Chheda & Associates.**

Ar. Vikesh Chheda.

Vikesh J. Chheda * CA / 2004 / 33409 *

Vikesh chheda

Authorized Signatory

Jayant Chheda & Associates

Membership number CA/2004/33409
Place: INDIA
Encl.

1. Annexure A - Membership Registration Certificate
2. Annexure B - List of Identified Warehouses

COUNCIL OF ARCHITECTURE

A Statutory Authority of Government of India under the Architects Act, 1972 (A Central Law)

CERTIFICATE OF REGISTRATION

Vikesh chheda

Vikesh J. Chheda
★ CA/2004/33409 ★

JAYANT CHHEDA & ASSOCIATES
515, 5th Floor, Zest Business Spaces,
M. G. Road, Ghatkopar (E), Mum - 77.

This is to certify that the name of

Mr. VIKESH J. CHHEDA

has been entered in the Register of Architects maintained by the Council and his

Registration No. is

CA/2004/33409

The Certificate is valid from sixteenth day of April 2004
to the thirty-first day of December 2026

This Certificate is valid subject to renewal/extension of Registration from time to time for which a digitally signed certificate shall be issued by the Council, separately.

List of Additional Qualifications:

This Certificate is issued under the Common Seal of the Council of Architecture on this Twenty-eighth day of March 2023

Secretary

Preside

Vikesh Chheda

This Certificate of Registration, being issued under Section 24 (7) and Section 26 (4) of the Architects Act, 1972, is the property of the Council and must be surrendered to Council in case registration is not renewed within stipulated time period, failing which fine may be levied under Section 38 of the Act.

COUNCIL OF ARCHITECTURE

Statutory Body of Ministry of Education
Government of India

ARCHITECT'S IDENTITY CARD

Ar. Vikesh J. Chheda

S/o Shri JAYANT JIVRAJ CHHEDA

Regn. No. CA/2004/33409

Registration valid upto 31/12/2026

This is to certify that the name of the above mentioned Architect has been entered in the Register of Architects maintained by the Council of Architecture under the Architects Act, 1972.

Registrar-Secretary | QR code | 06/04/2023 Date of Issuance

Council of Architecture

Vikesh Chheda

Signature of Architect

Council of Architecture

Date of Birth : 06/03/1979

Blood Group :

Mobile : 9821030544

Communication Address : 515- Zest Business Spaces, M.G Road Ghatkopar East,Mumbai,Maharashtra,India,400077

Instructions

1. Loss of this card should be intimated to the Registrar, CoA immediately.
2. If found, please return to the Council of Architecture

Council of Architecture
India Habitat Centre, Core 6-A, 1st Floor,
Lodhi Road, New Delhi-110003
Ph. +91 11 49412100 Website: www.coa.gov.in

Vikesh Chheda

Vikesh J. Chheda * CA/2004/33409 *

JAYANT CHHEDA & ASSOCIATES
515, 5th Floor, Zest Business Spaces,
M. G. Road, Ghatkopar (E), Mum - 77.

Sr nn.	Unique site No	Site Name	Size (sq. ft.)	State	City	Location /Address	Pincode
1	1	Bangalore Nelamangala FC	1,85,679	KARNATAKA	BANGALORE	Sy.no.45/5B1,45/5B2,45/3B1,45/3B2,45/11,45/2B1,45/4B1,45/7B2 &45/4B2of Thonachinakoppe, kasaba hobli,nelamangala Taluk, Balgalore Rural District	562123
2	2	Bangalore Hoskote CPC	1,20,000	KARNATAKA	Hoskote	Sy 17 / 18 Khata 118, Ekarajapura Village Sulibele, Hobli Hosakote ,Bangalore Rural district,Taluk - 562129	562129
3	3	Bhiwandi Saptashree DC	3,58,140	MAHARASHTRA	Bhiwandi	Bldg No. A1&A2 DC Wahuli, Saptashree Warehouse, Opp. Pushakar Mela Resort Wahuli, Bhiwandi Thane 421302	421302
4	4	Bhiwandi IOC DC	2,10,040	MAHARASHTRA	Bhiwandi	Warehouse Nos 77 & 80,95, 96-A, 111, 120, Indian Corporation Depoda Road, Mankoli Naka - 421302	421302
5	6	Chennai GNT road DC	2,86,770	TAMIL NADU	CHENNAI	Sy No 10 18 GNT Road, Sembulivaram Village Ponneri TQ, Tiruvallur Dist	600067
6	8	Ahmedabad Kheda DC	1,24,485	GUJARAT	KHEDA	Shed N W situated at Survey No. 743 ,Summer logistic and industrial park, Ahead of Coca-cola Betalat Village-Har, Taluka and dist- Kheda-Gujarat,India - 387411	387411
7	9	Hyderabad Kompally DC	2,14,365	TELANGANA	Hyderabad	Sy No 645/B DevarayamJal Village, Shamirpet Mandal, Medchal- Malkajgiri Dist - 500014	500014
8	10	Kolkata Dankuni DC	2,34,144	WEST BENGAL	Hooghly	Plot No. LR Dag No.55 J.L. No.18, Banglhati Village Mouza-Simla, Pargana -Boro P.S - serampore, Dist Hooghly, West Bengal	712203
9	11	Bangalore Digital DC	1,84,764	KARNATAKA	BANGALORE	Sy.No 83/2 Bidalur Village,thyamangondlu Hobli,Nelamangala Taluk,Bangalore Rural District	562132
10	13	Hyderabad Samirpet DC	1,00,178	TELANGANA	Hyderabad	Sy No 605, situated at Devaryamzal Village Samirpet Mandal Dist Ranga Reddy, Andhra Pradesh	500014
11 & 12	14 & 47	Nagpur Gati	7,97,959	Maharashtra	Nagpur	S.No. 472,473,474,476 Village khumari S.No 41,42,142,243 village kakunda ,Tal. Kamthi	441002
13 & 14	15 & 48	Jhajar DC Blocks A,B,C & D	4,46,804	Haryana	Jhajjar	Village - Gajadod, Tehsil and District Jhajjar, Haryana	124103
15	17	Bangalore Nelamangala CPC	1,43,510	Karnataka	Neelamangala	Survey No 4 & 5/1, Khata No 57/4/5/1/4, Gandharvapalpura Village, Kasaba Hobli, Neelamangala Taluk, Bangalore-562123	562123
16	18	Jhajar Badli DC	1,62,276	Haryana	Badli	RRL AJIO-Ecommerce Badli, Jhajjar Badli Road, Near Don Bosco School Village, Pahasour Faizabad	124105
17	19	Bangalore Nelamangala FBL DC	2,20,814	KARNATAKA	BANGALORE	Sy No 131/133 Nelamangala Taluk, Kasaba Hobli Hanchipura Village, Nelamangala	562162
18	20	Grocery Khopoli DC	1,07,255	Maharashtra	Khopoli	Buildg no B 100Shed 100 Indian Logistics, Indospace Industrial and Logistics, Vig Ajivali Taluka Khalapur Raigad, Maharashtra	410203
19	22	Ahmedabad Naroda DC	3,60,995	GUJARAT	Ahmedabad	Vimal Compound Gate No 5	382330
20	23	Sultanpur NDC	4,00,000	Haryana	JHAJJAR	Industrial Plot No 1	124103
21	24	Sonipat Rai NDC	3,00,000	Haryana	SONIPAT	Plot No. 401 Phase V, Food Park, HSIIDC Industrial Estate Rai, Opp Yakult Milk Dairy, 131029 Sonipat	131029
22	25	Tumkur NDC	4,08,748	KARNATAKA	Tumkur	Survey No. 54 / 1 Nandihalli Village, 55th KM Stone NH-4 Tumkur Road, Oordigree Hobli Taluka & District - Tumkur Oordigree Hobli, Taluka & Distric	572101
23	26	Khopoli Indospace B200 DC	1,34,045	MAHARASHTRA	Khopoli	Buildg no B 200Shed 200 Indian Logistics, Indospace Industrial and Logistics, Vig Ajivali Taluka Khalapur Raigad, Maharashtra	410203
24	27	Hyderabad Medchal DC	2,58,069	Telangana	HYDERABAD	SY328 to 337 358 359 359 361465 475 476, Pudoor Village Medchal Mandal, Medchal Malkajgiri District Hyderabad	501401
25	28	Coimbatore VF DC	1,00,800	TAMIL NADU	Coimbatore	SF No. 433/1, 433/2, 433/3, 434/4,432/2 part, Appanaickenpatti village, Pappampatty, sulur TK, Coimbatore-641016	641016
26	29	Indore Egrocery FC	2,10,000	Madhya Pradesh	Indore	RRL Indore Egrocery FC, Village Baroda Arjun Tehsil Sanwer , Sy No 135/1136/1141/1/1 & 142/1/2 Ab Rd, 453551 Indore	453551
27	30	Unnao Lucknow DC	1,58,495	Uttar Pradesh	Lucknow	Khasra 511,512,517to520, 522to524, 530, 532,, Bajehra, NH-25, Hasanganj, Unnao	209859
28	31	Khopoli Indospace B500 DC	1,67,443	MAHARASHTRA	Khopoli	Indospace Industrial and Logistics Park, Khopoli 2 B-500, Village-Ajivali, Taluka- Khalapur, District - Raigad, Maharashtra	410203
29	32	Jhajjhar Indospace B1200 DC	2,66,989	HARYANA	Jhajjar	Building No B-1200, Ground Floor Indospace Industrial Park, Village Pahasour (Faizabad), PO Badli, Jhajjar Badli Road, Tehsil -Badli , Dist. Jhajjar	124105
30	33	CDIT FARRUKHNAGAR DC	3,00,694	Haryana	Farukhnagar	SF, Block L Shed Embassy Industrial Park, Farukhnagar, Haryana 122506	122506

Vikesh J. Chheda * CA/2004/33409 *

Jayant Chheda & Associates
Darshak Designers and Consultant,
Ramji Ashar Bunglow, 73 M. G. Road,
Ghatkopar (E), Mumbai - 400 077.

515, Zest Business Spaces, M.G. Rd, Ghatkopar (E), Mumbai - 77 | +91 22 210 210 60 | @jcastudio@gmail.com | jcaarchitects.in

31	34	Luhari DC	2,01,160	Haryana	Jhajjar	Killa No 11, 12, 1, 14/1 , 14/2 , 15/1, 15/2, 15/3 , 17/1, 17/2, 17/3 18-28, Rectangle No 10, building no B-750, unit A. Luhari, Tehsil Jhajjar, Dist. Jhajjar, Haryana- 124507	124507
32	35	Irunkattukottai Chennai DC	1,07,900	TAMIL NADU	Kanchipuram	Survey No. 334/1, 334/10, 334/11, 334/2, 334/3, 334/6 Vrya warehousing LLP Irunkattukottai village, Sriperambudur.	602117
33	36	Bhiwandi Sumeet logistics FC	1,68,750	MAHARASHTRA	Bhiwandi	Build No. GA, and GA 1, Gala 1 to 14, Survey No.78, Gr. Floor, Sumeet Logistics and Industrial Park, Village Kukse, Bhiwandi	421302
34	37	AHMEDABAD Grocery FC	1,27,000	GUJARAT	Ahmedabad	Gallops Industrial Park, Rajoda-Chacharvadi Vasna, NH-8A, Bavla, Sanand, District Ahmedabad	382220
35	40	KOLKATA GROCERY FC	2,10,174	WEST BENGAL	Kolkata	Plot No 2860 to 2871, 2871/3278, 2871/3279, 2871/3280, 2878, of LR Khatian No. 3782 & 5220, JL No. 11, Mouza-Pearapur, Plot No. 283 & 284, Khatian No. 2185, JL No. 19, Mouza Rajyadharpur, Plot No. 328, 330 to 335, 338, 341, 342, Khatian No. 1165, JL No. 12, Mouza- Nabagram, PO Serampore, Dist Hooghly	712223
36	41	Hosur Avigna DC	1,31,890	TAMIL NADU	Hosur	Avigna Space Industrial & logistics Park, Box B1-A, Nagondapalli Village, Hosur, Krishnagiri District-635110	635110
37	42	CDIT CHENNAI - MVK	1,67,888	TAMIL NADU	Chennai	Building No. B200, Indospace Industrial Park Meva, Mevallurukuppam Village, Sriperumbadur Taluk, Kancheepuram District	602105
38	43	Hosakote Trends DC	2,01,984	KARNATAKA	Hoskote	Sy. No. 12&13, Katha No. 119 ofEkkarajpura, Sulibele Hobli, Hoskote Taluk, Bangalore Rural District-562129	562129
39	44	Badli Indospace B1000	1,67,888	Haryana	Badli	Building No. B1000, Indospace Industrial park badli private ltd., Badli , Jhajjar	124105
40	45	Patalganga UL	2,80,900	Maharashtra	Patalganga	New Era Warehousing and Industrial Complex, Village - Lohop/Vanivali, patalganga, Rasayni, Raigad Dist. Mahrarashtra	410202
41	46	Bhiwandi Sagar Complex CPC	1,07,524	MAHARASHTRA	Bhiwandi	Building No L-1 Gala no 5 to 7,Situated at Village-Owali, Taluka-Bhiwandi-district Thane	421302
42	49	Ahmedabad Bavla Grocery DC	1,48,363	GUJARAT	Ahmedabad	WH-2, situated UNO One Logistics Park, Village Kochariya, Bavla-Rajkot Highway, Ahmedabad - 382220	382220
43	50	Kumaspur CPC	1,10,188	Haryana	Sonipat	Khasra No 67//13 (8-0), 18 (8-0), Kewat No 677,Khaa No 792, Khasra No 67//17, Kewat No 666 Khata No 781,Khewat No 121/106, Village Kumaspur Hadbast No 88, Adjoining Haldiram Food Court, Tehsil Rai, Dist Sonipat,	131021
44	51	Ahmedabad Bavla CDIT DC	1,93,112	GUJARAT	Ahmedabad	Building No. B-100, Survey No.921, Bhayala, Taluka: Bavla, Ahemdabad, Gujarat	385110
45	52	Siliguri Digital DC	1,07,384.00	West Bengal	Siliguri	Sheet No. 10, Plot No. 28,29,30,31 & 32 Khatian No. : 1051/3, 1051/5, 1051/7, 1051/9, 1051/13, 1051/18 & 1051/19, under Pargana Baikhuntapur, Mouza : Binnaguri, PO & PS : Bhaktinagar, Dist & Sub Registrar office : Jalpaiguru, West Bengal	735135
46	53	Badli IndoSpace B1100 DC	2,59,700.76	Haryana	Badli	GF & Mezannine, Building No. B1100, Indospace Industrial & Logistic Park, Badli, Pahasour (Faizabad), Jhajjar, Haryana	124105
47	54	Poonamallee Thiruvallur DC	1,03,083.11	Tamil Nadu	Poonamallee	Building No. B400 (Box No.), Comprising in Survey Nos.231/3B1(part), 231/4A, 231/4B(part), 231/5A(part), 231/5B1, 231/4C(part), 231/3B2(part), 231/5B2(part), 232/1B(part), 232/2A(part), 232/2B, 232/2C, 232/3(Part), 232/4A(part), 232/4B(part), 232/5(part), 233/1B(part), Koodapakkam Village, Poonamallee Taluk, Tiruvallur Dist.	600124
48	55	Chennai Oragadam Grocery DC	1,26,763.00	Tamil Nadu	Chennai	SAN Logistiks Park, Unit No.A, Building No.2, SH48, Oragadam Walajabad Road, Varanvasai / Kunnavakkam Village, Kanchipuram Dist	631604
49	56	Mewat Outrank logistics Park DC	1,42,842.26	Haryana	Mewat	GF & MEZ, 24//17,18,23,24,25,29//3,4,5/1,5/2,6,30//1,9/2,10,11,12,13/1,14/1,15/1 min,19,20/1,22/1, Village- Tauru, Tehsil-Tauru, District- Mewat, Haryana	122105
50	57	Khamkheda Grocery DC	1,16,401.00	Madhya Pradesh	Bhopal	Survey No. 121/8, 124/7, 124/9, 127/5, 117/2, 117/3, 117/1/1, 118, 121, 122/1, 123/1, 125 and 126, KD Logistics Park, Village Khamkheda, Tehsil Goharganj, District Raisen,	462046
51	58	HOWRAH DIGITAL DC	2,99,145	West Bengal	Kolkata	Dag No. 248-249-250 & others to 468, Khatian Nos. 1037 & 1359, Mouza- Surikhali J.L. no. 98, P.S. Rajapur Uluberia (old), Dist. Howrah Basudevpur Gram Panchayat, West Bengal	711310
52	59	Kolkata Panchla B2B DC	1,76,792	West Bengal	Kolkata	Dag No. 248-249-250 & others to 468, Khatian Nos. 1037 & 1359, Mouza- Surikhali J.L. no. 98, P.S. Rajapur Uluberia (old), Dist. Howrah Basudevpur Gram Panchayat, West Bengal	711310
53	61	Vijayawada Nunna DC	1,44,893	Andhra Pradesh	Krishna	Polavaram Canal Road, Nunna Village, Vijaywada Rural Mandal and Krishna District	521212

JCA
JAYANT CHHEDA & ASSOCIATES
Architects & Interior Designers

Vikesh J. Chheda
CA/2004/33409

Jayant Chheda & Associates
Darshak Designers and Consultant,
Ramji Ashar Bunglow, 73 M. G. Road,

54	63	Sultanpur Trends DC	2,49,702	Haryana	Jhajjar	Industrial plot no.1, Village Dadri toe, Jhajjar -124103	124103
55	64	Kolkata Shadowfax DC	1,34,500.00	West Bengal	Howrah	Mouza - Kulai, J.L. No. R.S. Dag Nos. 412.553,554,550,559,559/943, 474, 551, 552, 548, 549, L.R. Dag No. 482, 552,553, 549,550,416,551,554,555 L.R. khatian Nos. 1462, 521/2, 1317, 1510, 1511, 1042/1 , beldubi gram panchayat post office - beldubi, police station - panchla in district of howrah pin - 711322	711322
56	65	Vijayawada Gannavaram DC	1,02,465.00	Andhra Pradesh	Krishna	Survey No. 28/2,Vedurupavuluru Village, Mustabad Grama Panchayat, Gannavaram Mandal, Krishna District	521107
57	67	Taloja Dhansar CPC	1,26,461.30	Maharashtra	Navi Mumbai	Unit 4,Santosh Warehousing Complex,Shil Phata Panvel Road, Dhansar Village,Taloja, Navi Mumbai	410210
58	68	Kolkata Ganesh Complex DC	2,39,045.00	West Bengal	Kolkata	JL No. 06,R.S Dag Nos. 4132,4133,4134,,4135,4136,4141,,4142,5070,5071,,5073,5074,5075,5076,5077,5085.5189,4135,437,4138,4139,4140,4141,5072,5078,,5189,4135,LR Khatian Nos. 5790,5798,5968 having premises No. 87 Gate No.2, Ganesh Complex ,PS-Panchla under the Limits of Subhararah Gram Panchayat	711302
59	69	Bhiwandi Sagar Complex DC	1,20,490.00	Maharashtra	Mumbai	Building No. A-1,Plinth No. 1 to 13 ,Sagar Complex bearing survey no.63, Hissa no. 11,13 , Bhiwandi Bypass Road,Owali village, Talahathi -Saja Purna, District & Taluka Bhiwandi	421302
60	70	Hyderabad POCHAMPALLY CDC	2,09,824	TELANGANA	Medchal-Malkajgiri	Survey Nos. 695 & 696, situated at Gundlapochampally Village, Medchal Mandal, Secunderabad - 500014	500014
61	71	BENGALURU NELAMANGALA CDC	2,32,816	Karnataka	BANGALORE	Survey Nos. 6/1, 6/2, 7/1, 7/2, 66/1, 66/2 & 66/3 at village Bommashettahalli, Dasanpura , Bengaluru North, Bengaluru. 562123	562123
62	73	BANUR RAJPURA CDC	2,19,221	Punjab	Patiala	Khasra No. 1243, 1218, 1219, 1217 1221, 1223, 1244, 1245. 1216 min, 1224 min, 1242 min, Khewat No. 295/289 min-Khatoni No. 364- 365, Hadbast No. 146, Situated with in the revenue estate of Village Shambu Kalan, Tehsil Rajpura, District Patiala, Punjab- 140417	140417
63	74	HAPUR-BHARTI RETAIL CDC	1,11,800	Uttar Pradesh	Hapur	Khasra No. 376,377, Village Bhovapur & Khasra No. 1232 (KA), Village Galland, Tehsil Dholana,Hapur-245301	245301
64	75	JHAJJAR-KULANA CDC	3,07,075	Haryana	Jhajjar	Mustatil No. 55 Killa No. 6/2 (1-15), Mustatil No. 56 Killa Nos. 5 (7-11), 6/2/1 (5-0), 6/2/2 (2-18), 7/2 (2-18), 8/2 (2-18), 9/2/2 (2-4), 10/2/2 (0-16), 10/3/2 (1-13), 13 (8-0), 14 (8-0), 14 (8-0), 15/1 (4-4), 15/2 (3-16), 16/1 (6-0), 16/2 (2-0), 17/1 (6-0), 17/2 (2-0), 18/1 (6-0), 18/2 (2-0), Mustatil No. 57 Kila Nos. 1 (7-11), 2 (6-0), 9 (8-0), 10/1 (3-4), 10/2 (4-16), 11 (8-0), 12/1 (7-0), 19/2 (7-2), 20/1 (6-0), 20/2 (1-16), 26 (0-2), 27 (0-2) Khasra No. 110/2 (1-18), Revenue estate, Village Kulana, District and Tehshil Jhajjar, Haryana - 124108	124108

Vikesh J. Chheda
CA/2004/33409

Jayant Chheda & Associates
Darshak Designers and Consultant,
Ramji Ashar Bunglow, 73 M. G. Road,
Ghatkopar (E), Mumbai - 400 077.

JCA
JAYANT CHHEDA & ASSOCIATES
Architects & Interior Designers

515, Zest Business Spaces, M.G. Rd, Ghatkopar (E), Mumbai - 77 | +91 22 210 210 60 | @jcastudio@gmail.com | jcaarchitects.in