

Notice Convening 14th Annual General Meeting

NOTICE is hereby given that the 14th Annual General Meeting of the Members of **Campus Activewear Limited** (Formerly known as Campus Activewear Private Limited) (hereinafter referred as "the Company") will be held on **Friday, 18th November, 2022 at 11:00 AM (IST)** through Video Conferencing ("VC") or Other Audio Visual Means ("OAVM"), to transact the following business:

ORDINARY BUSINESS

- To receive, consider and adopt the Revised Audited (Standalone and Consolidated) Financial Statements of the Company for the Financial Year ended 31st March, 2022 together with the Reports of the Auditors and Board of Directors thereon and if thought fit, to pass, with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT the Revised Audited (Standalone and Consolidated) Financial Statements of the Company for the Financial Year ended 31st March, 2022 together with the Reports of the Auditors and Board of Directors thereon as circulated to the members be and are hereby received, considered and adopted."

- To consider the appointment of Director in place of Mr. Nikhil Aggarwal (DIN: 01877186), who retires by rotation and being eligible, offers himself for re-

appointment and if thought fit, to pass, with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT in accordance with the provisions of Section 152 and other applicable provisions of the Companies Act, 2013, Mr. Nikhil Aggarwal (DIN: 01877186), who retires by rotation and being eligible, offers himself for re-appointment, be and is hereby re-appointed as a Director of the Company, liable to retire by rotation."

SPECIAL BUSINESS

3. Alteration of the Articles of Association of the Company

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 14 and other applicable provisions, if any, of the Companies Act, 2013, as amended from time to time, and the rules and regulations made thereunder (including any statutory modifications(s) or re-enactment thereof for the time being in force) ("the Companies Act/ the Act"), the consent and approval of the members of the Company, be and is hereby accorded for substitution of the existing Clauses of the Articles of Association of the Company with the New Clauses and Addition of New Clauses as under:

Sl. No.	Existing Clause	Amended Clause
1.	The Articles of the Company comprises two parts, Part A and Part B, which shall be applicable in the following manner: <ol style="list-style-type: none"> Until the issuance of the notice for commencement of trading of the Equity Shares of the Company by BSE Limited and/or the National Stock Exchange of India Limited pursuant to an Initial Public Offering of the Company ("Listing Date"), Part A and Part B shall, unless the context otherwise requires, co-exist with each other. Notwithstanding anything contained herein, in the event of any conflict between the provisions of Part A and Part B of these Articles, the provisions of Parts B of these Articles shall prevail. On and from the Listing Date, Part B shall automatically terminate, be deleted and cease to have any force and effect, without any further action by the Company, the Board of Directors or by the Shareholders. 	To Remove

Sl. No.	Existing Clause	Amended Clause
2	Clause 2 (p) “Equity Shares” or “Shares” shall mean equity shares of the Company having a par value of INR 10 (Rupees Ten) per equity share and one vote per share;	Clause 2 (p) “Equity Shares” or “Shares” shall mean equity shares of the Company having a par value of INR 5 (Rupees Five) per equity share and one vote per share;
3	NA	Insertion of Clause 85A- Rematerialisation of Shares 1. The Board or its Committee shall have the power to process to the request of Rematerialisation of Shares in case any request is received from the shareholder of the Company. The Board shall have the power to delegate the rematerialisation request process to any of its Committee or the Registrar & Share Transfer Agent of the Company, in accordance with the applicable laws.
4	Clause 106 Chairman of General Meeting The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Vice Chairman of the Company so shall take the chair and preside the meeting. In the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.	Clause 106 Chairman of General Meeting The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable to take the chair, then the Directors present may choose one of the Directors among themselves to preside over the meeting.
5	Clause 107 Business confined to election of Chairman or Vice Chairman whilst chair is vacant. No business, except the election of a Chairman or Vice Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.	Clause 107 Business confined to election of Chairman whilst chair is vacant. No business, except the election of a Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.
6	Clause 110 In what case poll taken without adjournment. Any poll duly demanded on the election of Chairman or Vice Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.	Clause 110 In what case poll taken without adjournment. Any poll duly demanded on the election of Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.
7	Clause 111 Demand for poll not to prevent transaction of other business. The demand for a poll except on the question of the election of the Chairman or Vice Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.	Clause 111 Demand for poll not to prevent transaction of other business. The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
8	NA	Insertion of Clause 129A The subscriber to the Memorandum of Association (MOA), who are individuals shall be first directors of the Company

Sl. No.	Existing Clause	Amended Clause
9	<p>Clause: 139 (a)</p> <p>Chairman or Vice Chairman</p> <p>The Directors may from time to time elect from among their members a Chairperson of the Board as well as a Vice Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, to the Vice Chairman shall preside at the meeting and in the absence of the Vice Chairman as well, the Directors present may choose one of the Directors among themselves to preside the meeting.</p>	<p>Clause: 139 (a)</p> <p>Chairman</p> <p>The Directors may from time to time elect from among their members a Chairperson of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of the Directors among themselves to chair the meeting.</p>
10	<p>Clause 140</p> <p>Questions at Board meeting how decided.</p> <p>Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman or the Vice Chairman, as the case may be will have a second or casting vote.</p>	<p>Clause 140</p> <p>Questions at Board meeting how decided.</p> <p>Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman, as the case may be will have a second or casting vote.</p>
11	<p>Clause: 149 (1)</p> <p>To acquire any property, rights etc.</p> <p>Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.</p>	<p>Clause: 149 (1)</p> <p>To acquire any property, rights etc.</p> <p>Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India or abroad.</p>
12	<p>Clause: 150 (b)</p> <p>The Managing Director or Managing Directors or whole-time Director or whole-time Directors so appointed shall be liable to retire by rotation. A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.</p>	<p>Clause: 150 (b)</p> <p>The Chairman and Managing Director of the Company shall not be liable to retire by rotation. All other Whole-time Directors, Executive Directors and Non- Executive Directors excluding Independent Directors shall be liable to retire by rotation. A Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Whole-time Director/Executive Director and such re-appointment of such Director shall not be deemed to constitute a break in his appointment as Whole-time Director.</p>
13	NA	<p>Insertion of Clause 182</p> <p>GENERAL POWER</p> <p>Where ever in the act, it has been provided that the company have any right, privilege or authority or that the company could carry out any transaction only if the company is so authorized by its articles, then and in that case this article authorizes and empowers the company to have such rights, privileges, or authorizations and to carry out such transaction as have been permitted by the act, without there being any specific article in that behalf herein provided.</p>

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company, be and are hereby severally authorized to issue certified true copies of this resolution to various authorities and to file necessary forms with the Registrar of Companies, New Delhi and to do all such acts, deeds, matters and things as may be required to be done to give effect to the above resolution.”

4. Ratification of Campus Activewear Limited Employee Stock Option Plan 2021 ('ESOP 2021') of the Company

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“**RESOLVED THAT** pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) (“the Companies Act/ the Act”), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to other such approval(s), consent(s), permissions(s), and/or sanction(s) as may be necessary from the appropriate regulatory authority(ies)/ institution(s) and such conditions and modifications as may be prescribed/imposed by the appropriate regulatory authority(ies)/institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the **Campus Activewear Limited Employee Stock Option Plan 2021 (ESOP 2021)** as originally approved by the shareholders of the Company on 19th March, 2021 and as amended on 24th September, 2021 prior to the Initial Public Offer of the Shares, be and is hereby ratified within the meaning of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations 2021 and the consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, re-issue, grant, transfer and allot at any time to or for the benefit of employees(s)/directors of the Company (as permitted under applicable laws) in terms of the ESOP 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/cancelled/ surrendered, already approved under ESOP 2021.

RESOLVED FURTHER THAT the Board or any Committee thereof as per powers delegated to it be and is hereby authorized to facilitate the allotment of the equity shares from ESOP 2021 upon exercise of options from time to time in accordance with the ESOP 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof be and is hereby authorized, without prejudice to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the ESOP 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the ESOP 2021 (within the contours of the ESOP 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/ eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the ESOP 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in ESOP 2021) shall be appropriately made, in a fair and reasonable manner in accordance with ESOP 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company.”

5. Ratification and Approval to Extend the Benefits of Campus Activewear Limited Employee Stock Option Plan 2021 ('ESOP 2021') to the employees of the subsidiary Company

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“**RESOLVED THAT** pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made

thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force)(“the Companies Act/ the Act”), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to such other approval(s), consent (s), permissions(s), and/or sanction(s) as may be necessary from the appropriate regulatory authority(ies)/ institution(s) and such conditions and modifications as may be prescribed/imposed by the appropriate regulatory authority(ies)/institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the ratification, approval and consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, reissue, grant, transfer and allot at any time to or for the benefit of employees (as defined in ESOP 2021) of the erstwhile subsidiary Company i.e. Campus AI Private Limited (amalgamated with the Company vide NCLT order dated 11th August, 2022), existing and future subsidiary Company(ies) of the Company in terms of the ESOP 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/cancelled/surrendered, already approved under ESOP 2021.

RESOLVED FURTHER THAT the Board or any Committee thereof as per powers delegated to it be and is hereby authorized to facilitate the allotment of the equity shares from ESOP 2021 upon exercise of options from time to time in accordance with the ESOP 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof be and is hereby authorized, without prejudice to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the ESOP 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the ESOP 2021 (within the contours of the ESOP 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/ eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the ESOP 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in ESOP 2021) shall be appropriately made, in a fair and reasonable manner in accordance with ESOP 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company.”

6. Ratification of Campus Activewear Limited Employee Stock Option Plan 2021 - Special Grant (“Special Grant 2021”)

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) (“the Companies Act/ the Act”), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to such other approval(s), consent (s), permissions(s), and/or sanction(s) as may be necessary from the appropriate regulatory authority(ies)/institution(s) and such conditions and modifications as may be prescribed/imposed by the appropriate regulatory authority(ies)/ institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the **Campus Activewear Limited Employee Stock Option Plan 2021 - Special Grant (“Special Grant 2021”)** as originally approved by the shareholders of the Company on 18th December, 2021 prior to the Initial Public Offer of the Shares, be and is hereby ratified within the meaning of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations 2021,

and the consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, re-issue, grant, transfer and allot at any time to or for the benefit of employees(s)/directors of the Company (as permitted under applicable laws) in terms of the Special Grant 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/cancelled/surrendered, already approved under Special Grant 2021.

RESOLVED FURTHER THAT the Board or any committee thereof as per powers delegated to it be and is hereby authorized to facilitate the allotment of the equity shares from Special Grant 2021 upon exercise of options from time to time in accordance with the Special Grant 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof be and is hereby authorized, without prejudice to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the Special Grant 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the Special Grant 2021 (within the contours of the Special Grant 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the Special Grant 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in Special Grant 2021) shall be appropriately made, in a fair and reasonable manner in accordance with Special Grant 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-Time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company, be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid

resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company."

7. Ratification and Approval to Extend the Benefits of Campus Activewear Limited Employee Stock Option Plan 2021 - Special Grant ('Special Grant 2021') to the employees of the subsidiary Company

To consider and if thought fit, to pass, with or without modification(s), the following resolution as **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) ("the Companies Act/ the Act"), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to such other approval(s), consent (s), permissions(s), and/or sanction(s) as any be necessary from the appropriate regulatory authority(ies)/ institution(s) and such conditions and modifications as may be prescribed/imposed by the appropriate regulatory authority(ies)/institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the ratification, approval and consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, reissue, grant, transfer and allot at any time to or for the benefit of employees (as defined in Special Grant 2021) of the erstwhile subsidiary Company i.e. Campus AI Private Limited (amalgamated with the Company vide NCLT order dated 11th August, 2022), existing and future subsidiary Company(ies) of the Company in terms of the Special Grant 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/cancelled/surrendered, already approved under Special Grant 2021.

RESOLVED FURTHER THAT the Board or any committee thereof as per powers delegated to it, be and is hereby authorized to facilitate the allotment of the equity shares from Special Grant 2021 upon exercise of options from time to time in accordance with the Special Grant 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof be and is hereby authorized, without prejudice to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the Special Grant 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the Special Grant 2021 (within the contours of the Special Grant 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/ eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the Special Grant 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in Special Grant 2021) shall be appropriately made, in a fair and reasonable manner in accordance with Special Grant 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company."

8. Approval of Variation in Terms of Campus Activewear Limited Employee Stock Option Plan 2021- Vision Pool

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof) ("Act"), Regulation 6, 7, 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('SEBI Listing Regulations 2015'), the Memorandum of Association

and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/ Circulars in that behalf and subject further to such other approval(s), consent(s), permissions(s), and/or sanction(s) as may be necessary from the appropriate regulatory authority(ies)/institution(s) and such conditions and modifications as may be prescribed/imposed by the appropriate regulatory authority(ies)/institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s) and as recommended by the Nomination & Remuneration Committee (Compensation Committee) and Board of Directors of the Company, the approval of the members be and is hereby accorded to adopt the Amended 'Campus Activewear Limited Employee Stock Option Plan 2021- Vision Pool' ("Vision Pool") as originally approved by the shareholders of the Company on 18th December, 2021 prior to the Initial Public Offer of the Shares and to vary/replace the terms under Clause 7.1 and 7.2 of the Vision Pool, as specified below:

- 7.1 The minimum Vesting Period for any Options Granted under this Plan shall be in accordance with the Regulations (i.e., currently a period of 1 year from the date of Grant).

Provided that in case where Options are Granted by the Company under the Plan in lieu of options held by an Employee under a similar Plan in another Company ("Transferor Company") which has merged, demerged or entered into an arrangement or amalgamated with the Company, the period during which the options Granted by the Transferor Company were held by him shall be adjusted against the minimum Vesting Period required under this clause.

Provided further that in the event of death or permanent incapacity of an Option Grantee, the minimum vesting period in accordance with the Regulations (i.e., currently a period of 1 year) shall not be applicable and in such instances, the options shall vest in terms of 8.2 (b) of this policy.

- 7.2 The Compensation Committee shall determine the Vesting schedule that shall apply to all Grants made under this Plan.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company."

9. Ratification of Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool ('Vision Pool 2021')

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) ("the Companies Act/ the Act"), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to such other approval(s), consent (s), permissions(s), and/or sanction(s) as may be necessary from the appropriate regulatory authority(ies)/institution(s) and such conditions and modifications as may be prescribed/ imposed by the appropriate regulatory authority(ies)/ institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the **Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool ('Vision Pool 2021')** as originally approved by the shareholders of the Company on 18th December, 2021 prior to the Initial Public Offer of the Shares, be and is hereby ratified within the meaning of Securities and Exchange Board of India (share based Employee Benefits and Sweat Equity) Regulations 2021, and the consent of the members of the Company, be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, reissue, grant, transfer and allot at any time to or for the benefit of employees(s)/directors of the Company (as permitted under applicable laws) in terms of the Vision Pool 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/ cancelled/surrendered, already approved under Vision Pool 2021.

RESOLVED FURTHER THAT the Board or any Committee thereof as per powers delegated to it, be and is hereby authorized to facilitate the allotment of the equity shares from Vision Pool 2021 upon exercise of options from time to time in accordance with the Vision Pool 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof, be and is hereby authorized, without prejudice to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the Vision Pool 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the Vision Pool 2021 (within the contours of the Vision Pool 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/ eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the Vision Pool 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in Vision Pool 2021) shall be appropriately made, in a fair and reasonable manner in accordance with Vision Pool 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company."

10. Ratification and Approval to Extend the Benefits of Campus Activewear Limited Employee Stock Option Plan 2021 - Vision Pool ('Vision Pool 2021') to the employees of the subsidiary Company

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 62(1)(b) and all other applicable provisions, if any, of the Companies Act, 2013 and applicable rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force)("the Companies Act/ the Act"), Regulation 12 and all other applicable provisions, if any, of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and SEBI (Listing

Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Memorandum of Association and Articles of Association of the Company and any other applicable and prevailing statutory Guidelines/Circulars in that behalf and subject to such other approval(s), consent(s), permissions(s), and/or sanction(s) as any be necessary from the appropriate regulatory authority(ies)/institution(s) and such conditions and modifications as may be prescribed/ imposed by the appropriate regulatory authority(ies)/ institution(s) while granting such approval(s), consent(s), permission(s) and /or sanction(s), the ratification, approval and consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the Board which term shall be deemed to include the Nomination & Remuneration Committee of the Company (NRC) which also acts as the Compensation Committee constituted by the Board to exercise its powers, including the powers, conferred by this resolution) to create, offer, issue, reissue, grant, transfer and allot at any time to or for the benefit of employees (as defined in Vision Pool 2021) of the erstwhile subsidiary Company i.e. Campus AI Private Limited (amalgamated with the Company vide NCLT order dated 11th August, 2022), existing and future subsidiary Company(ies) of the Company in terms of the Vision Pool 2021, equity shares on exercise of options, issue fresh options, re-issue options that may have lapsed/cancelled/surrendered, already approved under Vision Pool 2021.

RESOLVED FURTHER THAT the Board or any committee thereof as per powers delegated to it, be and is hereby authorized to facilitate the allotment of the equity shares from Vision Pool 2021 upon exercise of options from time to time in accordance with the Vision Pool 2021 and the shares so allotted shall rank pari-passu in all respects with the existing equity shares of the Company.

RESOLVED FURTHER THAT the Board or any committee thereof, be and is hereby authorized, without prejudice

to the generality of the above, but subject to the terms, as approved by the members, to implement, formulate, evolve, decide upon and bring into effect the Vision Pool 2021 on such terms and conditions as broadly contained in the explanatory statement and to make any further modification(s), change(s), variation(s), alteration(s) or revision(s) in the terms and conditions of the Vision Pool 2021 (within the contours of the Vision Pool 2021), from time to time, including but not limited to, amendment(s) with respect to vesting conditions, period and schedule, exercise price, exercise period, performance/ eligibility criteria for grant/vesting or to suspend, withdraw, terminate or revise the Vision Pool 2021 in such manner as the Board or any committee authorized by the Board may determine.

RESOLVED FURTHER THAT in case of any corporate action(s) such as rights issues, bonus issues, split or consolidation of shares, merger/amalgamation or sale of division/undertaking or other re-structuring etc. requisite adjustments (which may include adjustments to the number of options in Vision Pool 2021) shall be appropriately made, in a fair and reasonable manner in accordance with Vision Pool 2021.

RESOLVED FURTHER THAT Mr. Nikhil Aggarwal, Whole-time Director and CEO, Mr. Raman Chawla, Chief Financial Officer and Ms. Archana Maini, General Counsel and Company Secretary of the Company be and are hereby severally authorized on behalf of the Company to do all such acts, deeds, matters and things and sign deeds, documents, letters and such other papers as may be necessary, desirable and expedient, as it may in its absolute discretion deem fit or necessary or desirable for such purpose including giving effect to the aforesaid resolution and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the members of the Company."

By order of the Board
For **Campus Activewear Limited**
(Formerly known as Campus Activewear Private Limited)

sd/-

Archana Maini

General Counsel and Company Secretary
M. No. A16092

Date: 23rd September, 2022

Place: New Delhi

Regd. Office: D-1, Udyog Nagar

Main Rohtak Road, New Delhi-110041

Notes:

1. The Ministry of Corporate Affairs (“MCA”) has vide its General Circular No. 2/2022 dated May 05, 2022 read with General Circular Nos. 21/2021 dated December 14, 2021, 02/2021 dated January 13, 2021, 20/2020 dated May 05, 2020, 17/2020 dated April 13, 2020 and 14/2020 dated April 08, 2020 (collectively referred to as “MCA Circulars”) permitted the holding of the Annual General Meeting (“AGM”) through Video Conferencing (VC) / Other Audio Visual Means (OAVM), without the physical presence of the Members at a common venue. Accordingly, in compliance with the provisions of the Companies Act, 2013 (“the Act”), the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations 2015”) and MCA Circulars, the Annual General Meeting (AGM) of Campus Activewear Limited (formerly known as Campus Activewear Private Limited) (“Company”) is being held through VC / OAVM.
2. In accordance with the Secretarial Standard-2 on General Meetings issued by the Institute of Company Secretaries of India (“ICSI”) read with Clarification/Guidance on applicability of Secretarial Standards - 1 and 2 dated April 15, 2020, issued by the ICSI, the proceedings of the AGM shall be deemed to be conducted at the Registered Office of the Company which shall be the deemed venue of the AGM.
3. As the AGM shall be conducted through VC/OAVM, the facility for appointment of Proxy by a Member is not available for this AGM and hence the Proxy Form and Attendance Slip including Route Map are not annexed to this Notice.
4. However, Institutional/Corporate Members are entitled to appoint authorised representatives to attend the AGM through VC/OAVM and cast their votes through e-voting. Institutional/Corporate Members are requested to send a certified true copy of the Board Resolution authorising its representatives to attend and vote at the AGM, pursuant to Section 113 of the Act, to the Scrutiniser at cs mukulyagi@gmail.com with a copy marked to evoting@nsdl.co.in.
5. Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 and the rules made thereunder setting out the material facts and the reasons for each item of Special Business is annexed hereto along with the recommendation of the Board to the shareholders on each of the specific items, in terms of Regulation 17(11) of the SEBI Listing Regulations 2015.

Information required pursuant to Regulation 36(3) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with the applicable provisions of Secretarial Standard-2, in respect of the Directors seeking re-appointment, is provided at the end of this Notice as Annexure – A.
6. In compliance with the MCA Circulars and SEBI Circular No. SEBI/HO/CFD/CMD2/CIRP/P/2022/62 dated May 13, 2022 (collectively referred to as “Circulars”), notice of the AGM along with the Annual Report for the financial year 2021-22 is being sent only through electronic mode to those members whose email addresses are registered with the Company and/or with Depository Participants (DPs). In case any member is desirous of obtaining physical copy of the Annual Report for the financial year 2021-22 and Notice of the 14th AGM of the Company, he/she may send a request to the Company by writing at investors@campusshoes.com or Link Intime India Private Limited (“Link Intime”) at vinay.kumar@linkintime.co.in.

Members may note that the Notice and the Annual Report for the financial year 2021-22 will also be available on the Company's website at www.campusactivewear.com, websites of the Stock Exchanges on which the equity shares of the Company are listed i.e. National Stock Exchange of India Limited (www.nseindia.com) and BSE Limited (www.bseindia.com), website of National Securities Depository Limited (“NSDL”) at www.evoting.nsdl.com and on the website of Registrar and Transfer Agent (“RTA”) i.e. Link Intime at <https://linkintime.co.in/>.
7. **Process for registration of Email ID for obtaining Notice of the AGM along with the Annual Report:**

Those persons who are Members of the Company as on Cut-off date for dispatch of AGM Notice along with the Annual Report i.e., 21st October, 2022 and who have not yet registered their e-mail ID with the Depository Participants (“DPs”) (if shares held in electronic form)/ Company (if shares held in physical form) are requested to get their e-mail addresses registered to receive the Notice of the AGM along with the Annual Report for the financial year 2021-22 by completing the process as under:

Members holding share(s) in physical mode: by writing to the company with details of folio number and attaching a self-attested copy of PAN Card at investors@campusshoes.com or to Link Intime India Private Limited at vinay.kumar@linkintime.co.in.

Members holding share(s) in electronic mode: by registering / updating their e-mail ID in respect of demat holdings with the respective DPs by following the procedure prescribed by the DPs for receiving all communications from the Company electronically.
8. **Documents open for inspection:**

(a) All the documents referred to in the accompanying Notice shall be available for electronic inspection without any fee by the members from the date of circulation of this Notice up to the date of AGM, i.e., 18th November, 2022. Members seeking to inspect such documents can send an email to investors@campusshoes.com.

- (b) The Register of Directors and Key Managerial Personnel and their shareholding maintained under Section 170 of the Act and the Register of Contracts or Arrangements in which the directors are interested, maintained under Section 189 of the Act and the Certificate from M/s Pooja Anand & Associates, Company Secretaries, Secretarial Auditors of the Company certifying that the ESOP Schemes of the Company are being implemented in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, will be available electronically for inspection by the members during the AGM.

9. Instructions for Members for remote e-voting and e-voting during the AGM:

- (a) Pursuant to the provisions of Section 108 of the Act read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended), Regulation 44 of SEBI Listing Regulations (as amended) and the applicable MCA Circulars, the Company is pleased to provide a facility to the Members to cast their votes using an electronic voting system from any place before the meeting ("remote e-voting") and during the meeting in respect of the resolutions proposed in this Notice.
- (b) In order to increase the efficiency of the voting process and in terms with SEBI Circular No. SEBI/HO/CFD/CMD/CIR/P/2020/242 dated December 09, 2020, demat account holders are being provided a single login credential, through their demat accounts/websites of Depositories/Depository Participants. Demat account holders would now be able to cast their vote without having to register again with the e-voting service providers, thereby facilitating seamless authentication and convenience of participating in the e-voting process.
- (c) NSDL will be providing facility for voting through remote e-voting. The remote e-voting period will commence on Tuesday, 15th November, 2022 from 09:00 a.m. IST and end on 17th November, 2022 at 05:00 p.m. IST. The remote e-voting module shall be disabled by NSDL thereafter. Once the vote on a resolution is cast by the Member, the Member shall not be allowed to change it subsequently. The Members who have casted their vote by remote e-voting prior to the AGM may also attend / participate in the AGM through VC / OAVM but shall not be entitled to cast their vote again.
- (d) The Members, whose names appear in the Register of Members or in the Register of Beneficial Owners (in case of electronic shareholding) maintained by the depositories as on the cut-off date i.e., Friday, 11th November, 2022, are entitled to vote on the Resolutions set forth in this Notice. Voting Rights shall be reckoned on the paid-up value of equity shares registered in the name of the Members as on the cut-off date i.e., Friday, 11th November, 2022. A person who is not a Member as on the cut-off date should treat this Notice of AGM for information purpose only.
- In case of joint holders, the Member whose name appears as the first holder in the order of names as per the Register of Members of the Company will be entitled to vote at the AGM.
- (e) Any person holding shares in physical form and non-individual shareholders, who acquires shares of the Company and becomes member of the Company after the notice is send through e-mail and holding shares as on the cut-off date i.e., Friday, 11th November, 2022, may obtain the login ID and password by sending a request at evoting@nsdl.co.in.
- However, if you are already registered with NSDL for remote e-voting, then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using "Forgot User Details/Password" or "Physical User Reset Password" option available on www.evoting.nsdl.com or call on toll free no. 1800 1020 990 and 1800 22 44 30.
- (f) In case of Individual Shareholders holding securities in demat mode and who become a member of the Company after sending of the Notice and hold share(s) as on the cut-off date may follow steps mentioned below in Note 10 under "Login method for Remote e-voting and joining virtual AGM for individual shareholders holding securities in demat mode".
- (g) The Register of Members and the Share Transfer books of the Company will remain closed from Saturday, 12th November, 2022 to Friday, 18th November, 2022 (both days inclusive) in connection with the Annual General Meeting.

10. Procedure for remote e-voting and e-voting during the AGM:

The detailed process and manner for accessing and participating in the 14th AGM through VC/OAVM facility and voting through electronic means including remote e-voting are explained herein below:

STEP 1: ACCESS TO NSDL E-VOTING SYSTEM

- A)** Login method for Remote e-Voting and joining virtual meeting for Individual shareholders holding securities in demat mode

In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants.

Shareholders are advised to update their mobile number and Email ID in their demat accounts in order to access e-Voting facility.

Login method for Individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in demat mode with NSDL.	<ol style="list-style-type: none"> Existing IDeAS user can visit the e-Services website of NSDL Viz. https://eservices.nsd.com either on a Personal Computer or on a mobile. On the e-Services home page click on the "Beneficial Owner" icon under "Login" which is available under 'IDeAS' section, this will prompt you to enter your existing User ID and Password. After successful authentication, you will be able to see e-Voting services under Value added services. Click on "Access to e-Voting" under e-Voting services and you will be able to see e-Voting page. Click on Company name or e-Voting service provider i.e. NSDL and you will be re-directed to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting. If you are not registered for IDeAS e-Services, option to register is available at https://eservices.nsd.com. Select "Register Online for IDeAS Portal" or click at https://eservices.nsd.com/SecureWeb/IdeasDirectReg.jsp Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nsd.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section. A new screen will open. You will have to enter your User ID (i.e. your sixteen digit demat account number held with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on Company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.

Type of shareholders

Login Method

4. Shareholders/Members can also download NSDL Mobile App "NSDL Speede" facility by scanning the QR code mentioned below for seamless voting experience.

NSDL Mobile App is available on



Individual Shareholders holding securities in demat mode with CDSL

- Existing users who have opted for Easi / Easiest, they can login through their user id and password. Option will be made available to reach e-Voting page without any further authentication. The URL for users to login to Easi / Easiest are <https://web.cdslindia.com/myeasi/home/login> or www.cdslindia.com and click on New System Myeasi.
- After successful login of Easi/Easiest the user will be also able to see the E Voting Menu. The Menu will have links of e-Voting service provider i.e. NSDL. Click on NSDL to cast your vote.
- If the user is not registered for Easi/Easiest, option to register is available at <https://web.cdslindia.com/myeasi/Registration/EasiRegistration>
- Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a link in www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the demat Account. After successful authentication, user will be provided links for the respective ESP i.e. NSDL where the e-Voting is in progress.

Individual Shareholders (holding securities in demat mode) login through their depository participants

- You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL/CDSL for e-Voting facility.
- Upon logging in, you will be able to see e-Voting option. Click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature.
- Click on Company name or e-Voting service provider i.e. NSDL and you will be redirected to e-Voting website of NSDL for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.

Important note: Members who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e. NSDL and CDSL.

Login type	Helpdesk details
Individual Shareholders holding securities in demat mode with NSDL	Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 1800 1020 990 and 1800 22 44 30
Individual Shareholders holding securities in demat mode with CDSL	Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com or contact at 022-23058738 or 022-23058542-43

- B) Login Method for Remote e-Voting and joining virtual meeting for shareholders other than Individual shareholders.

How to Log-in to NSDL e-Voting website?

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/ Member' section.
3. A new screen will open. You will have to enter your User ID, your Password/OTP and a Verification Code as shown on the screen.
4. Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.
5. Your User ID details are given below:

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID For example if your Beneficiary ID is 12***** then your user ID is 12*****
c) For Members holding shares in Physical Form.	EVEN Number followed by Folio Number registered with the Company For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

6. Password details for shareholders other than Individual shareholders are given below:

- a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
- b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will force you to change your password.
- c) How to retrieve your 'initial password'?
 - (i) If your email ID is registered in your demat account or with the Company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL in your mailbox from evoting.nsdl.com. Open the email and open the attachment i.e. a .pdf file. Open the .pdf file. The password to open the .pdf file is your 8 digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.
 - (ii) If your email ID is not registered, please follow steps mentioned below in process for those shareholders whose email IDs are not registered.

7. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:

- a) Click on "Forgot User Details/Password?" (If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
- b) Physical User Reset Password? (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.

- c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address etc.
 - d) Members can also use the OTP (One Time Password) based login for casting the votes on the e-Voting system of NSDL.
8. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
 9. Now, you will have to click on "Login" button.
 10. After you click on the "Login" button, Home page of e-Voting will open.

STEP 2: CAST YOUR VOTE ELECTRONICALLY AND JOIN GENERAL MEETING ON NSDL E-VOTING SYSTEM.

A. How to cast your vote electronically and join General Meeting on NSDL e-Voting system?

1. After successful login at Step 1, you will be able to see all the companies "EVEN" in which you are holding shares and whose voting cycle and General Meeting is in active status.
2. Select "EVEN" of Company for which you wish to cast your vote during the remote e-Voting period and casting your vote during the General Meeting. For joining virtual meeting, you need to click on "VC/OAVM" link placed under "Join Meeting".
3. Now you are ready for e-Voting as the Voting page opens.
4. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
5. Upon confirmation, the message "Vote cast successfully" will be displayed.
6. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
7. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

General Guidelines for shareholders

1. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/ JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to csmukulyagi@gmail.com with a copy marked to evoting@nsdl.co.in. Institutional

shareholders (i.e. other than individuals, HUF, NRI etc.) can also upload their Board Resolution / Power of Attorney / Authority Letter etc. by clicking on "**Upload Board Resolution / Authority Letter**" displayed under "**e-Voting**" tab in their login.

2. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the "Forgot User Details/Password?" or "Physical User Reset Password?" option available on www.evoting.nsdl.com to reset the password.
 3. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800 1020 990 and 1800 22 44 30 or send a request to Ms. Soni Singh, Assistant Manager at evoting@nsdl.co.in
- ### B. Process for those shareholders whose email IDs are not registered with the depositories for procuring USER ID and password and registration of e mail IDs for e-voting for the resolutions set out in this notice:
1. Members whose shares are held in physical mode are requested to please provide Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) by email to investors@campusshoes.com.
 2. Members whose shares are held in demat mode, are requested to please provide DPID-CLID (16 digit DPID + CLID or 16 digit beneficiary ID), Name, client master or copy of Consolidated Account statement, PAN (self attested scanned copy of PAN card), AADHAR (self attested scanned copy of Aadhar Card) to investors@campusshoes.com. If you are an Individual shareholders holding securities in demat mode, you are requested to refer to the login method explained at step 1 (A) i.e. Login method for e-Voting and joining virtual meeting for Individual shareholders holding securities in demat mode.
 3. Alternatively shareholder/members may send a request to evoting@nsdl.co.in for procuring user id and password for e-voting by providing above mentioned documents.
 4. In terms of SEBI circular dated December 9, 2020 on e-Voting facility provided by Listed Companies, Individual shareholders holding securities in demat mode are allowed to vote through their demat account maintained with Depositories and Depository Participants. Shareholders are required to update their mobile number and email ID correctly in their demat account in order to access e-Voting facility.

C. The Instructions For Members For E-Voting On the Day of the AGM are As Under:-

1. The procedure for e-Voting on the day of the AGM is same as the instructions mentioned above for remote e-voting.
2. Only those Members/ shareholders, who will be present in the AGM through VC/OAVM facility and have not casted their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system in the AGM.
3. Members who have voted through Remote e-Voting will be eligible to attend the AGM. However, they will not be eligible to vote at the AGM.
4. In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the download section of www.evoting.nsdl.com or call on toll free no.: 1800 1020 990 and 1800 22 44 30 or send a request to Ms. Soni Singh, Assistant Manager, NSDL at evoting@nsdl.co.in

11. INSTRUCTIONS FOR MEMBERS FOR ATTENDING THE AGM THROUGH VC/OAVM ARE AS UNDER:

- A. The Company has engaged the services of NSDL e-voting system as the authorized agency for conducting of the AGM through VC/OAVM and providing e-voting facility during the AGM.
- B. Members may note that the VC/OAVM facility, allows participation of at least 1,000 members on a first-come-first-served basis and shall open 30 minutes before the time scheduled for the AGM. However, the participation of members holding 2% or more shares, promoters, and Institutional Investors, directors, key managerial personnel, chairpersons of Audit Committee, Stakeholders Relationship Committee, Nomination and Remuneration Committee and Auditors are not restricted on first-come-first-serve basis.
- C. Member will be provided with a facility to attend the AGM through VC/OAVM through the NSDL e-Voting system. Members may access by following the steps mentioned above for **Access to NSDL e-Voting system**. After successful login, you can see link of "VC/OAVM link" placed under **"Join meeting"** menu against Company name. You are requested to click on VC/OAVM link placed under Join Meeting menu. The link for VC/OAVM will be available in Shareholder/Member login where the EVEN of Company will be displayed. Please note that the members who do not have the User ID and Password for e-Voting or have forgotten the User ID and Password may retrieve the same by following the remote e-Voting instructions mentioned in the notice to avoid last minute rush.
- D. Members are encouraged to join the Meeting through Laptops for better experience. Further Members will be

required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.

- E. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.
- F. The attendance of the Members attending the AGM through VC/OAVM will be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
- G. Members who need assistance before or during the AGM, you may refer the Frequently Asked Questions ("FAQs") for shareholders and e-voting user manual for shareholders available at the download section of www.evoting.nsdl.com or can:
 - Send a request at evoting@nsdl.co.in or use Toll Free No.: 1800 1020 990 or 1800 224 430; or
 - Contact Soni Singh at the designated e-mail ID: evoting@nsdl.co.in.

12. Procedure to raise questions/seek clarifications with respect to Annual Report at the ensuing 14th AGM:

- (a) Members are encouraged to express their views/ send their queries in advance mentioning ID, mobile no. at investors@campusshoes.com. Questions/ queries received by the Company till 05:00 p.m. (IST) on 16th November, 2022 shall only be considered and responded during the AGM.
- (b) Members who would like to express their views/ ask questions as a speaker at the Meeting may pre-register themselves by sending a request from their registered e-mail address mentioning their names, DP ID and Client ID/folio number, PAN and mobile number at investors@campusshoes.com between Tuesday, 15th November, 2022 (9.00 a.m. IST) and Wednesday, 16th November, 2022 (5.00 p.m. IST). Only those Members who have pre-registered themselves as a speaker will be allowed to express their views/ask questions during the AGM.
- (c) The Company reserves the right to restrict the number of speakers depending on the availability of time for the AGM and avoid repetition of questions, as appropriate for smooth conduct of the AGM. All shareholders attending the AGM will have the option to post their comments / queries through a dedicated Chat box that will be available below the Meeting Screen.

13. Declaration of voting results:

- (a) As per Rule 20 of the Companies (Management and Administration) Rules, 2014, the Board of Directors have appointed Mr. Mukul Tyagi (Membership No.

F9973), Partner, M/s Pooja Anand & Associates, Company Secretaries, as the Scrutinizer to scrutinize the remote e-voting and e-voting process at AGM in a fair and transparent manner. The Scrutinizer has communicated his willingness to be appointed and will be available for the said purpose.

- (b) The Scrutinizer, immediately after the conclusion of voting at the AGM, unblock the votes cast through e-voting (votes cast through remote e-voting and votes cast during the AGM) and shall, make a Consolidated scrutinizer's report of the votes cast in favour or against, if any, and submit the same to the Chairman of the meeting or a person authorized by him in writing, who shall countersign the same.
- (c) The Results of the E-voting will be announced within statutory timelines of the conclusion of the meeting, by the Chairman of the meeting or a person authorized by him in writing. Subject to receipt of requisite number of votes, the resolutions shall be deemed to be passed on the date of the AGM.
- (d) The voting results along with the Scrutiniser's Report will be displayed at the Registered Office of the Company, communicated to the Stock Exchanges viz. BSE Limited (www.bseindia.com) and National Stock Exchange of India Limited (www.nseindia.com) and additionally be uploaded on the Company's website: www.campusactivewear.com and on the website of NSDL: <https://www.evoting.nsdl.com/>

Others:

14. As per Regulation 40 of SEBI Listing Regulations, as amended, securities of listed companies can be transferred only in dematerialized form with effect from April 01, 2019, except in case of request received for transmission or transposition of securities. In view of this and to eliminate all risks associated with physical shares and for ease of portfolio management,

members holding shares in physical form are requested to consider converting their holdings to dematerialized form. Members can contact the Company or Company's RTA, Link Intime for assistance in this regard.

15. Non-resident Indian Members are requested to inform Registrar and Share Transfer Agent or the concerned Depository Participant immediately for the change in the residential status on return to India for permanent settlement and the particulars of the NRE account with a bank in India, if not furnished the details earlier
16. SEBI vide its Circular no. SEBI/HO/MIRSD/ MIRSD_RTAMB/P/CIR/2022/8 dated January 25, 2022 has mandated the listed companies to issue securities in dematerialised form only while processing certain prescribed service requests. Accordingly, the members are requested to make service request by submitting a duly filled and signed Form No. ISR-4, the format of which is available on the Company's website at www.campusactivewear.com and on the website of Link Intime at <https://linkintime.co.in/>. Members are requested to note that any service request would only be processed after the folio is KYC Compliant.
17. In accordance with the provisions of Section 72 of the Act and SEBI circulars, the facility for nomination is available for the members of the Company in respect of the shares held by them. Members who have not yet registered their nomination are requested to register the same by submitting Form No. SH-13. If a member desires to opt out or cancel the earlier nomination and record a fresh nomination, he/she may submit the same in Form No. ISR-3 or Form No. SH-14, as the case may be. The said forms are available on the Company's website at www.campusactivewear.com.

Members are requested to submit the said details to their respective DP, in case the shares are held by them in dematerialised form and to the Company/Link Intime, in case the shares are held by them in physical form.

By order of the Board
For **Campus Activewear Limited**
(Formerly known as **Campus Activewear Private Limited**)

sd/-
Archana Maini

General Counsel and Company Secretary
M. No. A16092

Date: 23rd September, 2022

Place: New Delhi

Regd. Office: D-1, Udyog Nagar
Main Rohtak Road, New Delhi-110041

EXPLANATORY STATEMENT PURSUANT TO SECTION 102(1) OF THE COMPANIES ACT, 2013 SETTING OUT ALL THE MATERIAL FACTS RELATING TO SPECIAL BUSINESS:

The following Explanatory Statement pursuant to Section 102 of the Companies Act, 2013 ("Act"), sets out material facts relating to the business mentioned in the accompanying Notice of 14th Annual General Meeting (Notice of AGM/ Notice) dated 23rd September, 2022

ITEM NO. 3

As recommended by the Board of Directors of the Company, the shareholders of the Company in their Extra-Ordinary General Meeting held on 9th November, 2021 passed the Special Resolution for alteration of Articles of Association of the Company. According to which, Part B of the Articles of Association was to be automatically terminated, on and from the date the Company has listed on stock exchanges, and cease to have any force and effect, without any further action by the Company, the Board or the Shareholders.

The Equity Shares of the Company were listed on BSE Limited and National Stock Exchange of India Limited on 9th May, 2022 (date of listing) and therefore PART B of the Articles of Association of the Company stood automatically terminated and ceased to have any force and effect, effective from 9th May, 2022. Therefore, the Articles of Association of the Company contains the Clauses as specified in PART A.

In order to make few amendments/new additions in Articles of Association as fully described in the Special Resolution at Item No. 3 of this Notice, the Board in its meeting held on 30th May 2022 had approved the amendment in the Articles of Association pursuant to the applicable provisions of the Companies Act, 2013, read with the rules made thereunder, subject to the approval of the members of the Company at a General Meeting by way of a Special Resolution.

The Board recommends the resolution set out at Item No. 3 of the accompanying Notice for approval of the members by way of Special Resolution.

None of the Directors, Key Managerial personnel and relatives of Directors and/or key managerial personnel (as defined in the Companies Act, 2013) are, in any way, concerned or interested, financially or otherwise, in the proposed resolution, except to the extent of their shareholding in the Company.

Item No. 4 & 5

In order to reward and retain the employees of the Company and to create a sense of ownership and participation amongst them, the shareholders of the Company had in their meeting held on 19th March, 2021 approved Campus Activewear Limited Employee Stock Option Plan 2021 (hereinafter referred to as the "ESOP 2021"), duly amended

on 24th September, 2021, prior to Initial Public Offer of the shares. Thereafter, the Board has approved the regulatory changes made in ESOP 2021.

In terms of Regulation 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, no Company shall make any fresh grant of employee stock options which involves allotment or transfer of shares to its employees under any scheme formulated prior to its Initial Public Offering ("IPO") and prior to the listing of its equity shares ("Pre- IPO Scheme") unless (i) such Pre IPO Scheme is in conformity with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; and (ii) such Pre IPO Scheme is ratified by its shareholders subsequent to the IPO.

Further, as per proviso to Regulations 12(1) of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the ratification under clause (ii) may be done any time prior to grant of new options or shares under such Pre - IPO Schemes.

Considering that the Company came out with an IPO of its equity shares and was listed on BSE Limited and National Stock Exchange of India Limited with effect from 9th May, 2022, the Company's Pre-IPO Scheme ESOP 2021 is required to be ratified by the Shareholders of the Company in terms of the Regulations 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, for making any fresh grants (including the benefits extended to the employees of the subsidiary Company) under ESOP 2021. Accordingly, the same is referred to the Shareholders for ratification in terms of Regulations, 12(1) and other applicable provisions of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021. Further, ESOP 2021 is in conformity with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and the Company has not granted any fresh grant of options to employees as on date after the IPO of the Company.

Further, Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT") in its hearing dated 11th August, 2022, pronounced the order, approving the Scheme of Arrangement between Campus AI Private Limited (erstwhile subsidiary Company) and Campus Activewear Limited and their respective shareholders and creditors, under sections 230 and 232, read with Section 66 and other applicable provisions of the Companies Act, 2013. The Scheme is effective from the appointed Date i.e. 1st April, 2020 and therefore, the benefits of ESOP Plan 2021 shall extend to the employees of the erstwhile subsidiary (Campus AI Private Limited) and employees of any future subsidiary of the Company.

Particulars as required under Section 62(1)(b) of the Companies Act, 2013 and all other applicable provisions, if any and Disclosures required under Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (as amended from time to time) are given below:

1. Brief description of the ESOP 2021:

The Scheme is called Campus Activewear Limited Employee Stock Option Plan 2021 (ESOP 2021). The objective of the ESOP 2021 is to attract, retain and motivate Senior and Critical Employees working with the Company, its Subsidiaries or its Holding Company, as the case may be, by way of rewarding their high performance and motivate them to contribute to the overall corporate growth and profitability. The Company views Options, as long-term incentive tools that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future. After vesting of the option, the grantee has a right (but not an obligation) to exercise the vested employee stock options within exercise period and obtain equity shares of the Company, subject to payment of exercise price and tax obligations arising thereon. ESOP 2021 is managed and administered under the direction of the Board by Nomination and Remuneration Committee (herein after referred as 'NRC/ Compensation Committee').

2. Total number of options to be granted under ESOP 2021:

A total of 30,40,856 options were available for being granted to the eligible employees of the Company under ESOP 2021. Each option when exercised would be converted into one fully paid up equity share of face value of ₹5/- each fully paid-up. Company has granted 8,54,028 Options to the eligible employees, prior to the IPO of the shares.

Pursuant to the Shareholders Resolution dated 9th November, 2021, approving the sub-division of 1 (one) Equity Share having face value of ₹10/- (ten) each fully paid up into 2 (two) Equity Shares having face value of ₹5/- (five) each fully paid up, the number of Options in the ESOP 2021 shall be 30,40,856 Options (15,20,428 equity shares before Stock Split).

Options expiring, lapsing or becoming un-exercisable due to any reason, would be available for being re-granted at a future date, subject to compliance with applicable laws.

3. Identification of classes of employees entitled to participate and be beneficiaries in ESOP 2021:

As per ESOP 2021, Employee means-

- (i) An employee designated by the Company exclusively working in India or overseas, or
- (ii) a Director of the Company whether whole-time or not, including a non-executive director who is

not a Promoter or part of the Promoter Group but excluding Independent Director, or

- (iii) an employee defined in Sub-clauses (i) and (ii) hereof of one or more Subsidiaries or of the Holding Company of the Company,

but does not include:

- (a) an employee who is a Promoter or a person belonging to the Promoter Group,
- (b) a Director who either by himself/ herself or through his/her relatives or through any Body Corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company; and
- (c) an Independent Director of Subsidiaries or Holding Company of the Company within the meaning of the Companies Act.

4. Requirement of Vesting and period of Vesting:

Options granted under ESOP 2021 would vest not less than one year. The Options Granted under the ESOP 2021 shall Vest in accordance with the Vesting schedule as described/ specified under the Letter of Grant and in compliance with the applicable provisions of the law. Vesting of Options would be subject to continued employment and Achieving performance criteria as on date of Vesting as may be determined by the Compensation Committee of such Option Grantee with the Company.

5. Maximum period within which the options shall be vested:

Maximum period within which the options shall be vested is 4 (four) years from the date of grant of such options.

6. Exercise price or pricing formula:

The Exercise Price per Option shall be determined by the Compensation Committee at the time of Grant, provided the price shall not be lower than face value of a Share of the Company, subject to the accounting policies as specified in Clause 21 of ESOP 2021.

7. Exercise period and process of exercise:

Vested options (whether granted pre-Listing or post-Listing) can be exercised within the Exercise Window as determined at the sole discretion of the Compensation Committee during which Option Grantees may Exercise their Vested Options.

The Option Grantee may, at any time during the Exercise Period, and subject to fulfilment of conditions of the Grant and Vesting, Exercise the Options by submitting Exercise Application to the Company, to issue and allot him shares pursuant to the Vested Options.

8. Appraisal process for determining the eligibility of the employees to ESOP 2021:

The appraisal/assessment process will be determined by the Compensation Committee or by the Company, in terms of its HR Policies.

9. The maximum number of options to be offered and issued/granted per employee and in aggregate:

The maximum number of options that may be granted in aggregate is 30,40,856 options under ESOP 2021.

The maximum number of Options that may be Granted to each Employee shall vary depending upon the designation and the appraisal/ assessment process, however, shall not exceed 1% of the paid up capital at any given point of time per eligible Employee. However, the Compensation Committee reserves the right to decide the number of Options to be Granted and the maximum number of Options that can be Granted to each Employee within this ceiling.

10. The conditions under which option vested in employees may lapse:

Vested options may lapse under the following circumstances:

S. No.	Separations	Vested Options	Unvested Options
1.	Resignation/ Termination (other than due to Misconduct/ Fraud)	The Employee shall be entitled to Exercise all Vested Options for a period of 10 (ten) years from the date of their termination either upon occurrence of a Liquidity Event or when the Compensation Committee declares a Discretionary Exercise Window during the 10 year period. In the event the aforesaid period of 10 (ten) year expires and none of the aforementioned Exercise events occur within the said period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options, failing which the Vested Options shall stand lapsed on expiry of the 10-year period.	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.
2.	Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.
3.	Retirement	The Employee shall be entitled to Exercise all Vested Options for a period of 10 (ten) years from the date of their retirement either upon occurrence of a Liquidity Event or when the Compensation Committee declares a Discretionary Exercise Window during the 10 year period. In the event the aforesaid period of 10 (ten) year expires and none of the aforementioned Exercise events occur within the said period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise period, during which the Employee may Exercise their Vested Options, failing which the Vested Options shall stand lapsed on expiry of the 10-year period.	All Unvested Options as on date of Retirement shall stand cancelled as on the date of such Retirement unless otherwise determined by the Compensation Committee whose determination will be final and binding.

S. No.	Separations	Vested Options	Unvested Options
4.	Death and Permanent Disability (Incapacity)	<p>The nominee/ legal heir(s) of the Employee shall be entitled to Exercise all Vested Options for a period of 10 (ten) years from the date of the relevant employees' death or Permanent Disability (Incapacity) either upon occurrence of a Liquidity Event or when the Compensation Committee declares a Discretionary Exercise Window during the 10 year period.</p> <p>In the event the aforesaid period of 10 (ten) year expires and none of the aforementioned Exercise events occur within the said period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise period, during which the nominee/ legal heir(s) of the Employee may Exercise the Vested Options, failing which the Vested Options shall stand lapsed on expiry of the 10-year period.</p>	All Unvested Options as on the date of death or such Permanent Disability (Incapacity) shall vest immediately on the date of such death or Permanent Disability.
5.	Transfer or deputation to an Associate Company	The Employee shall be entitled to Exercise all his Vested Options as per the terms of the Plan even after his transfer or deputation to an Associate Company.	All Unvested Options shall vest with the Employee as per the terms of the Plan even after his transfer or deputation to an Associate Company.
6.	Transfer pursuant to merger, demerger or amalgamation	The treatment of the Vested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.	The treatment of the Unvested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.
7.	Abandonment of employment	All the Vested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.	All the Unvested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.
8.	Any other reasons apart from those set out above.	The Compensation Committee in its sole discretion shall decide the treatment of Vested Options and such decision shall be final and binding.	The Compensation Committee in its sole discretion shall decide the treatment of the Options and such decision shall be final & binding.

In case Option Grantee is found in breach of the confidentiality Clause of ESOP 2021, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately.

11. The specified time period within which the employee shall exercise the vested options in the event of a proposed termination of employment or resignation of employee:

Separations	Vested Options	Unvested Options
Resignation/ Termination (other than due to Misconduct/ Fraud)	<p>The Employee shall be entitled to Exercise all Vested Options for a period of 10 (ten) years from the date of their termination either upon occurrence of a Liquidity Event or when the Compensation Committee declares a Discretionary Exercise Window during the 10 year period.</p> <p>In the event the aforesaid period of 10 (ten) year expires and none of the aforementioned Exercise events occur within the said period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options, failing which the Vested Options shall stand lapsed on expiry of the 10-year period.</p>	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.

Separations	Vested Options	Unvested Options
Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.

12. The Maximum quantum of benefits to be provided per employee under ESOP 2021:

Refer point no. 9.

13. Whether the ESOP 2021 is to be implemented and administered directly by the Company or through a trust:

The ESOP 2021 is implemented and administered directly by the Company through Compensation Committee of the Board.

14. Whether the ESOP 2021 involves new issue of shares by the Company or secondary acquisition by a trust or both.

The ESOP 2021 involves only new issue of equity shares by the Company. Presently no secondary acquisition is envisaged.

15. The amount of loan to be provided for implementation of the ESOP 2021 by the Company to a trust, its tenure, utilization, repayment terms, etc. and maximum percentage of secondary acquisition (subject to limits specified under the regulations) that can be made by the trust for the purposes of the ESOP 2021:

Not applicable.

16. Statement to the effect that the Company shall conform to the accounting policies specified in Regulation 15 of SEBI ESOP Regulations 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014:

The Company shall comply with the disclosure requirements and the accounting policies prescribed under Regulation 15 of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014 or as may be prescribed by regulatory authorities from time to time.

17. The method which the Company shall use to value its options:

The Company shall follow all Applicable Laws in relation to accounting related to options, including but not limited to the IND AS/ Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including

the disclosure requirements prescribed therein. The Company shall follow the requirement including disclosure requirements of the accounting standards prescribed by the central government in terms of Section 133 of the Companies Act 2013 including any guidance note on accounting for employee share based payments issued in this regard from time to time.

18. Statement with regard to disclosure in director's report:

The Company confirms that in case it opts for expensing of share-based employee benefits using the intrinsic value, then the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it has used the fair value, shall be disclosed in the director's report and the impact of this difference on profits and on earning per share of the Company shall also be disclosed in the Director's Report.

19. Period of lock-in:

The shares issued pursuant to exercise of options shall not be subject to any lock-in period.

20. Terms & conditions for buyback, if any, of specified securities covered under these regulations:

The Compensation committee shall, from time to time, formulate the detailed terms and conditions of the schemes which shall, inter alia, include the provisions with respect to the procedure for buy-back of specified securities, if to be undertaken at any time by the Company, and the applicable terms and conditions, including: (i) permissible sources of financing for buy-back; (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and (iii) limits upon quantum of specified securities that the Company may buyback in a financial year.

The copies of the related documents will be open for inspection by the members during working days through electronic mode upto the date of AGM.

The Board recommends the resolutions set out at Item Nos. 4 and 5 of the accompanying Notice for approval of the Members by way of Special Resolutions.

None of the Directors, Key Managerial Personnel and their relatives are concerned or interested, financially or otherwise, in this resolution, except to the extent of the stock options that are granted or may be granted to them under the ESOP 2021.

Item No. 6 & 7

In order to reward and retain the employees of the Company and to create a sense of ownership and participation amongst them, the shareholders of the Company had in their meeting held on 18th December, 2021 approved Campus Activewear Limited Employee Stock Option Plan 2021- Special Grant (hereinafter referred to as the "Special Grant 2021").

In terms of Regulation 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, no Company shall make any fresh grant of employee stock options which involves allotment or transfer of shares to its employees under any scheme formulated prior to its Initial Public Offering ("IPO") and prior to the listing of its equity shares ("Pre- IPO Scheme") unless (i) such Pre IPO Scheme is in conformity with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; and (ii) such Pre IPO Scheme is ratified by its shareholders subsequent to the IPO.

Further, as per proviso to Regulations 12(1) of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the ratification under clause (ii) may be done any time prior to grant of new options or shares under such Pre - IPO Schemes.

Considering that the Company came out with an IPO of its equity shares and was listed on BSE Limited and National Stock Exchange of India Limited with effect from 9th May, 2022, the Company's Pre-IPO ESOP Scheme Special Grant 2021 is required to be ratified by the Shareholders of the Company in terms of the Regulations 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, for making any fresh grants (including the benefits extended to the employees of the Subsidiary Company) under Special Grant 2021. Accordingly, the same is referred to the Shareholders for the ratification in terms of Regulation 12(1) and other applicable provisions of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021. Further, Special Grant 2021 is in conformity with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and the Company has not granted any fresh grant of options to employees as on date after the IPO of the Company.

Further, Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT") in its hearing dated 11th August, 2022, pronounced the order, approving the Scheme of Arrangement between Campus AI Private Limited (erstwhile subsidiary Company) and Campus Activewear Limited and their respective shareholders and creditors, under Sections 230 and 232, read with Section 66 and other applicable provisions of the Companies Act, 2013. The Scheme is effective from the appointed Date i.e. 1st April, 2020 and therefore, the benefits of ESOP Plan 2021 shall extend to the employees of the erstwhile subsidiary (Campus AI Private Limited) and employees of any future subsidiary of the Company.

Particulars as required under Section 62(1)(b) of the Companies Act, 2013 read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014 and Disclosures required under Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (as amended from time to time) are given below:

1. Brief description of the Special Grant 2021:

The Scheme is called Campus Activewear Limited Employee Stock Option Plan 2021- Special Grant. The objective of the Special Grant 2021 is to compensate the Senior and Critical Employees working with the Company, its Subsidiaries or its Holding Company, as the case may be, by ensuring that such employees that have contributed to the growth of the Company and its pursuit of excellence also get the chance to participate in the escalation and prosperity of the Company. The Company views Options as long-term incentive tools that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future. After vesting of the option, the grantee has a right (but not an obligation) to exercise the vested employee stock options within exercise period and obtain equity shares of the Company, subject to payment of exercise price and tax obligations arising thereon. Special Grant 2021 is managed and administered under the direction of the Board by Nomination and Remuneration Committee (herein after referred as "NRC/ Compensation Committee").

2. Total number of options to be granted under Special Grant 2021:

A total of 6,00,000 (six lakhs) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than 6,00,000 Shares of face value of ₹5 each fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company, in accordance with the terms and conditions of Plan.

Options expiring, lapsing or becoming un-exercisable due to any reason, it would be available for being re-granted at a future date, subject to compliance with applicable laws.

3. Identification of classes of employees entitled to participate and be beneficiaries in Special Grant 2021:

As per Special Grant 2021, Employee means-

- (i) an employee designated by the Company, exclusively working in India or overseas, or
- (ii) a Director of the Company, whether whole-time or not, including a non-executive director who is not a Promoter or part of the Promoter Group but excluding Independent Director; or

(iii) an employee defined in Sub-clauses (i) and (ii) hereof of one or more Subsidiaries or of the Holding Company,

but does not include:

- (a) an employee who is a Promoter or a person belonging to the Promoter Group,
- (b) a Director who either by himself/ herself or through his/her relatives or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company; and
- (c) an Independent Director of the Company, Subsidiaries or Holding Company of the Company within the meaning of the Companies Act.

4. Requirement of Vesting and period of Vesting:

Options granted under Special Grant 2021 would vest not less than one year. The Options Granted under the Special Grant 2021 shall Vest in accordance with the Vesting schedule as described/ specified under the Letter of Grant and in compliance with the applicable provisions of the law. Vesting of Options would be subject to continued employment as on date of Vesting of such Option Grantee with the Company.

5. Maximum period within which the options shall be vested:

The maximum period of vesting will be determined by the Compensation Committee

6. Exercise price or pricing formula:

The Exercise Price per Option shall be as determined by the Compensation Committee at the time of Grant, provided the price shall not be lower than face value of a

Share of the Company, subject to the accounting policies as specified in Clause 15 of Special Grant 2021.

7. Exercise period and process of exercise:

Vested options (whether granted pre-Listing or post-Listing) can be exercised within the Exercise Window as determined at the sole discretion of the Compensation Committee during which Option Grantees may Exercise their Vested Options.

The Option Grantee may, at any time during the Exercise Period, and subject to fulfillment of conditions of the Grant and Vesting, Exercise the Options by submitting Exercise Application to the Company, to issue and allot him Shares pursuant to the Vested Options.

8. Appraisal process for determining the eligibility of the employees to Special Grant 2021:

The options shall be granted to the employees in accordance with the eligibility criteria as may be determined by the Compensation Committee of the Company.

9. The maximum number of options to be offered and issued/granted per employee and in aggregate:

The maximum number of options that may be granted pursuant to this Special Grant 2021 shall not exceed 6,00,000 Options which are convertible into 6,00,000 Equity shares.

The maximum number of Options that may be Granted to each Employee shall vary depending upon the designation and the appraisal/ assessment process, however, shall not exceed 3,00,000 in number per eligible Employee. However, the Compensation Committee reserves the right to decide the number of Options to be Granted and the maximum number of Options that can be Granted to each Employee within this ceiling.

10. The conditions under which option vested in employees may lapse:

Vested options may lapse under the following circumstances:

S. No.	Separations	Vested Options	Unvested Options
1.	Resignation/ Termination (other than due to Misconduct/ Fraud)	The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their termination during the Exercise Period. In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee within the said 1 year period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options.	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.

S. No.	Separations	Vested Options	Unvested Options
2.	Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.
3.	Retirement	<p>The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their retirement during the Exercise Period.</p> <p>In the event the aforesaid period of 1 (one) year expires and the Exercise period is not notified by the Compensation Committee, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise period, during which the retired Employee may Exercise their Vested Options.</p>	All Unvested Options as on date of Retirement shall stand cancelled as on the date of such Retirement unless otherwise determined by the Compensation Committee whose determination will be final and binding.
4.	Death and Permanent Disability (Incapacity)	<p>The nominee/ legal heir(s) of the Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of the relevant employees' death or Permanent Disability (Incapacity) during the Exercise Period.</p> <p>In the event the aforesaid period of 1 (one) year expires and the Exercise period is not notified by the Compensation Committee, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise period, during which the nominee/ legal heir(s) of the Employee may Exercise the Vested Options.</p>	All Unvested Options as on the date of death or such Permanent Disability shall vest immediately on the date of such death or Permanent Disability (Incapacity).
5.	Transfer or deputation to an Associate Company	The Employee shall be entitled to Exercise all his Vested Options as per the terms of the Plan even after his transfer or deputation to an Associate Company.	All Unvested Options shall vest with the Employee as per the terms of the Plan even after his transfer or deputation to an Associate Company.
6.	Transfer pursuant to merger, demerger or amalgamation	The treatment of the Vested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.	The treatment of the Unvested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.
7.	Abandonment of employment	All the Vested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.	All the Unvested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.
8.	Any other reasons apart from those set out above.	The Compensation Committee in its sole discretion shall decide the treatment of Vested Options and such decision shall be final and binding.	The Compensation Committee in its sole discretion shall decide the treatment of the Options and such decision shall be final & binding.

- a) All unexercised Vested Options after expiry of 2 (two) years from the date of Vesting shall lapse without any further action from the Company.
- b) In case Option Grantee is found in breach of the Confidentiality Clause of Special Grant 2021, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately.

11. The specified time period within which the employee shall exercise the vested options in the event of a proposed termination of employment or resignation of employee:

Separations	Vested Options	Unvested Options
Resignation/ Termination (other than due to Misconduct/ Fraud)	The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their termination during the Exercise Period. In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee within the said 1 year period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options.	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.
Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.

12. The Maximum quantum of benefits to be provided per employee under Special Grant 2021:

Refer Point no. 9.

13. Whether the Special Grant 2021 is to be implemented and administered directly by the Company or through a trust:

The ESOP 2021 is implemented and administered directly by the Company through Compensation Committee of the Board.

14. Whether the Special Grant 2021 involves new issue of shares by the Company or secondary acquisition by a trust or both.

The Special Grant 2021 involves only new issue of equity shares by the Company. Presently no secondary acquisition is envisaged.

15. The amount of loan to be provided for implementation of the Special Grant 2021 by the Company to a trust, its tenure, utilization, repayment terms, etc. and maximum percentage of secondary acquisition (subject to limits specified under the regulations) that can be made by the trust for the purposes of the Special Grant 2021:

Not applicable.

16. Statement to the effect that the Company shall conform to the accounting policies specified in Regulation 15 of SEBI ESOP Regulations 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014:

The Company shall comply with the disclosure requirements and the accounting policies prescribed

under Regulation 15 of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014 or as may be prescribed by regulatory authorities from time to time.

17. The method which the Company shall use to value its options:

The Company shall follow all Applicable Laws in relation to accounting related to options, including but not limited to the IND AS/ Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein. The Company shall follow the requirement including disclosure requirements of the accounting standards prescribed by the central government in terms of Section 133 of the Companies Act 2013 including any guidance note on accounting for employee share based payments issued in this regard from time to time.

18. Statement with regard to disclosure in director's report:

The Company confirms that in case it opts for expensing of share-based employee benefits using the intrinsic value, then the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it has used the fair value, shall be disclosed in the director's report and the impact of this difference on profits and on earning per share of the Company shall also be disclosed in the Director's Report.

19. Period of lock-in:

The shares issued pursuant to exercise of options shall not be subject to any lock-in period.

20. Terms & conditions for buyback, if any, of specified securities covered under these regulations:

The Compensation committee shall, from time to time, formulate the detailed terms and conditions of the schemes which shall, inter alia, include the provisions with respect to the procedure for buy-back of specified securities, if to be undertaken at any time by the Company, and the applicable terms and conditions, including: (i) permissible sources of financing for buy-back; (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and (iii) limits upon quantum of specified securities that the Company may buyback in a financial year.

The copies of the related documents will be open for inspection during working days by the members through electronic mode upto the date of AGM.

The Board recommends the resolutions set out at Item Nos. 6 and 7 of the accompanying notice for approval of the Members by way of Special Resolutions.

None of the Directors, Key Managerial Personnel and their relatives are concerned or interested, financially or otherwise, in this resolution, except to the extent of the stock options that are granted or may be granted to them under the Special Grant 2021.

Item No. 8, 9 and 10

In order to reward and retain the employees of the Company and to create a sense of ownership and participation amongst them, the shareholders of the Company had in their meeting held on 18th December 2021 approved Campus Activewear Limited Employee Stock Option Plan 2021-Vision Pool (hereinafter referred to as the "Vision Pool 2021").

As per Clause 1.6 of the Vision Pool 2021, the Nomination and Remuneration Committee (designated as Compensation Committee) of the Company in its meeting held on 10th August, 2022 had approved the variation in terms of the Vision Pool 2021 and the Board of Directors also approved the said variation in its meeting held on 12th August 2022 and recommends the same to the shareholders of the Company for their approval. All the employees/grantees under Vision Pool 2021 are the beneficiaries to the aforesaid Variation. The Clauses 7.1 and 7.2 of Vision Pool 2021 are to be modified and the same forms part of the Special Resolution in the Item No. 8.

The Rationale behind the said Variation of the vesting period is to align the same with performance in a financial year and to create objectivity in performance evaluation and to

protect the employees from bias and ambiguity, to ascertain eligibility and to ensure an open and fair process, basis the Key Performance Indicators (KPIs).

In terms of Regulation 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, no Company shall make any fresh grant of employee stock options which involves allotment or transfer of shares to its employees under any scheme formulated prior to its Initial Public Offering ("IPO") and prior to the listing of its equity shares ("Pre- IPO Scheme") unless (i) such Pre IPO Scheme is in conformity with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; and (ii) such Pre IPO Scheme is ratified by its shareholders subsequent to the IPO.

Further, as per proviso to Regulations 12(1) of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, the ratification under clause (ii) may be done any time prior to grant of new options or shares under such Pre - IPO Schemes.

Considering that the Company came out with an IPO of its equity shares and got listed on BSE Limited and National Stock Exchange of India Limited with effect from 9th May, 2022, the Company's Pre-IPO ESOP Scheme Vision Pool 2021 is required to be ratified by the Shareholders of the Company in terms of the Regulations 12(1) of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, for making any fresh grants (including the benefits extended to the employees of the subsidiary Company) under Vision Pool 2021. Accordingly, the same is referred to the Shareholders for their ratification in terms of Regulation 12(1) and other applicable provisions of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021. Further, Vision Pool 2021 is in conformity with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and the Company has not granted any fresh grant of options to employees as on date after the IPO of the Company.

Further, Hon'ble National Company Law Tribunal, New Delhi Bench ("NCLT") in its hearing dated 11th August 2022, pronounced the order, approving the Scheme of Arrangement between Campus AI Private Limited (erstwhile subsidiary Company) and Campus Activewear Limited and their respective shareholders and creditors, under Sections 230 and 232, read with Section 66 and other applicable provisions of the Companies Act, 2013. The Scheme is effective from the appointed Date i.e. 1st April, 2020 and therefore, the benefits of ESOP Plan 2021 shall extend to the employees of the erstwhile subsidiary (Campus AI Private Limited) and employees of any future subsidiary of the Company.

Particulars as required under Section 62(1)(b) of the Companies Act, 2013 read with Rule 12 of the Companies (Share Capital and Debentures) Rules, 2014 and Disclosures

required under Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (as amended from time to time) are given below:

1. Brief description of the Vision Pool 2021:

The Scheme is called Campus Activewear Limited Employee Stock Option Plan 2021- Vision Pool. The objective of the Vision Pool 2021 is to attract, retain and motivate senior and critical employees working with the Company, its subsidiaries or its holding company, as the case may be enabling them to have a greater involvement in the existing and future plans of the Company and providing them with an opportunity to share the future growth and profitability of the Company. The Company views Options as long-term incentive tools that would enable the Employees not only to become co-owners, but also to create wealth out of such ownership in future. After vesting of the option, the grantee has a right (but not an obligation) to exercise the vested employee stock options within exercise period and obtain equity shares of the Company, subject to payment of exercise price and tax obligations arising thereon. Vision Pool 2021 is managed and administered under the direction of the Board by Nomination and Remuneration Committee (herein after referred as 'NRC/ Compensation Committee').

2. Total number of options to be granted under Vision Pool 2021:

A total of 18,00,000 (Eighteen lakhs) Options to the eligible Employees in one or more tranches, from time to time, which in aggregate exercisable into not more than 18,00,000 Shares of face value of ₹5 each fully paid up, with each such Option conferring a right upon the Employees to apply for one Share in the Company, in accordance with the terms and conditions of Plan.

Options expiring, lapsing or becoming un-exercisable due to any reason, would be available for being re-granted at a future date, subject to compliance with applicable laws.

3. Identification of classes of employees entitled to participate and be beneficiaries in Vision Pool 2021:

As per Vision Pool 2021, Employee means-

- (i) an employee designated by the Company, exclusively working in India or overseas, or
- (ii) a Director of the Company, whether whole-time or not, including a non-executive director who is not a Promoter or part of the Promoter Group but excluding Independent Director; or
- (iii) an employee defined in Sub-clauses (i) and (ii) hereof of one or more Subsidiaries or of the Holding Company,

but does not include:

- (a) an employee who is a Promoter or a person belonging to the Promoter Group, or
- (b) a Director who either by himself/ herself or through his/her relatives or through any body corporate, directly or indirectly, holds more than 10% of the outstanding equity shares of the Company; and
- (c) an Independent Director of the Company, Subsidiaries or Holding Company within the meaning of the Companies Act.

4. Requirement of Vesting and period of Vesting:

The minimum Vesting Period for any Options Granted under this Plan shall be in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (i.e., currently a period of 1 year from the date of Grant). Vesting of Options would be subject to continued employment and Achieving performance criteria as on date of Vesting as may be determined by the Compensation Committee of such Option Grantee with the Company.

5. Maximum period within which the options shall be vested:

The maximum vesting period will be determined by the Compensation Committee.

6. Exercise price or pricing formula:

The Exercise Price per Option shall be as determined by the Compensation Committee of the Board at the time of Grant, provided the price shall not be lower than face value of a Share of the Company, subject to the accounting policies as specified in Clause 15 of Vision Pool 2021.

7. Exercise period and process of exercise:

Vested options (whether granted pre-Listing or post-Listing) can be exercised within the Exercise Window as determined at the sole discretion of the Compensation Committee during which Option Grantees may Exercise their Vested Options.

The Option Grantee may, at any time during the Exercise Period, and subject to fulfillment of conditions of the Grant and Vesting, Exercise the Options by submitting Exercise Application to the Company, to issue and allot him Shares pursuant to the Vested Options.

8. Appraisal process for determining the eligibility of the employees to Vision Pool 2021:

The appraisal/assessment process will be determined by the Compensation Committee or by the Company, in terms of its HR Policies.

9. The maximum number of options to be offered and issued/granted per employee and in aggregate:

The maximum number of options that may be granted pursuant to Vision Pool 2021 shall not exceed 18,00,000 Options which are convertible into 18,00,000 Equity shares.

The maximum number of Options that may be Granted to each Employee shall vary depending upon the designation and the appraisal/ assessment process, however, shall not exceed 3,00,000 in number per eligible Employee. However, the Compensation Committee reserves the right to decide the number of Options to be Granted and the maximum number of Options that can be Granted to each Employee within this ceiling.

10. The conditions under which option vested in employees may lapse:

Vested options may lapse under the following circumstances:

S. No.	Separations	Vested Options	Unvested Options
1.	Resignation/ Termination (other than due to Misconduct/ Fraud)	The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their termination during the Exercise Period. In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee within the said 1 year period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options.	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.
2.	Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.
3.	Retirement	The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their retirement during the Exercise Period . In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the retired Employee may Exercise their Vested Options.	All Unvested Options as on date of Retirement shall stand cancelled as on the date of such Retirement unless otherwise determined by the Compensation Committee whose determination will be final and binding.
4.	Death and Permanent Disability (Incapacity)	The nominee/ legal heir(s) of the Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of the relevant employees' death or Permanent Disability (Incapacity) during the Exercise Period. In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the nominee/ legal heir(s) of the Employee may Exercise the Vested Options.	All Unvested Options as on the date of death or such Permanent Disability shall vest immediately on the date of such death or Permanent Disability (Incapacity).
5.	Transfer or deputation to an Associate Company	The Employee shall be entitled to Exercise all his Vested Options as per the terms of the Plan even after his transfer or deputation to an Associate Company.	All Unvested Options shall vest with the Employee as per the terms of the Plan even after his transfer or deputation to an Associate Company.

S. No.	Separations	Vested Options	Unvested Options
6.	Transfer pursuant to merger, demerger or amalgamation	The treatment of the Vested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.	The treatment of the Unvested Options of an Employee who has been transferred pursuant to a merger, demerger or amalgamation shall be as per the scheme of amalgamation, merger or demerger, but shall not in any case be prejudicial to the interest of the Employee.
7.	Abandonment of employment	All the Vested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.	All the Unvested Options shall stand cancelled. The date of cancellation of such Options shall be determined by the Compensation Committee which shall be final and binding.
8.	Any other reasons apart from those set out above.	The Compensation Committee in its sole discretion shall decide the treatment of Vested Options and such decision shall be final and binding.	The Compensation Committee in its sole discretion shall decide the treatment of the Options and such decision shall be final & binding.

- a) All unexercised Vested Options after expiry of 2 (two) years from the date of Vesting shall lapse without any further action from the Company.
- b) In case Option Grantee is found in breach of the confidentiality Clause of Vision Pool 2021, the Company has undisputed right to terminate any agreement and all unexercised Options shall stand cancelled immediately.

11. The specified time period within which the employee shall exercise the vested options in the event of a proposed termination of employment or resignation of employee:

Separations	Vested Options	Unvested Options
Resignation/ Termination (other than due to Misconduct/ Fraud)	The Employee shall be entitled to Exercise all Vested Options for a period of 1 (one) year from the date of their termination during the Exercise Period. In the event the aforesaid period of 1 (one) year expires and the Exercise Period is not notified by the Compensation Committee within the said 1 year period, the Compensation Committee, in its sole discretion, shall have the power to extend the Exercise Period, during which the Employee may Exercise their Vested Options.	All the Unvested Options on the effective date of resignation/ date of termination shall stand cancelled with effect from that date.
Termination due to Misconduct/ Fraud	All Vested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.	All Unvested Options shall stand cancelled with effect from the date of the termination notice sent by the Company.

12. The Maximum quantum of benefits to be provided per employee under Vision Pool 2021:

Refer point no. 9.

13. Whether the Vision Pool 2021 is to be implemented and administered directly by the Company or through a trust:

The Vision Pool 2021 is implemented and administered directly by the Company through Compensation Committee of the Board.

14. Whether the Vision Pool 2021 involves new issue of shares by the Company or secondary acquisition by a trust or both.

The Vision Pool 2021 involves only new issue of equity shares by the Company. Presently no secondary acquisition is envisaged.

15. The amount of loan to be provided for implementation of the Vision Pool 2021 by the Company to a trust, its tenure, utilization, repayment terms, etc. and maximum percentage of secondary acquisition

(subject to limits specified under the regulations) that can be made by the trust for the purposes of the Vision Pool 2021;

Not applicable.

16. Statement to the effect that the Company shall conform to the accounting policies specified in Regulation 15 of SEBI ESOP Regulations 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014:

The Company shall comply with the disclosure requirements and the accounting policies prescribed under Regulation 15 of the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 and Rule 12 of the Companies (Share Capital and Debenture) Rules, 2014 or as may be prescribed by regulatory authorities from time to time.

17. The method which the Company shall use to value its options:

The Company shall follow all Applicable Laws in relation to accounting related to options, including but not limited to the IND AS/ Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein. The Company shall follow the requirement including disclosure requirements of the accounting standards prescribed by the central government in terms of Section 133 of the Companies Act 2013 including any guidance note on accounting for employee share based payments issued in this regard from time to time.

18. Statement with regard to disclosure in director's report:

The Company confirms that in case it opts for expensing of share-based employee benefits using the intrinsic

value, then the difference between the employee compensation cost so computed and the employee compensation cost that shall have been recognized if it has used the fair value, shall be disclosed in the director's report and the impact of this difference on profits and on earning per share of the Company shall also be disclosed in the director's report.

19. Period of lock-in:

The shares issued pursuant to exercise of options shall not be subject to any lock-in period.

20. Terms & conditions for buyback, if any, of specified securities covered under these regulations:

The Compensation committee shall, from time to time, formulate the detailed terms and conditions of the schemes which shall, inter alia, include the provisions with respect to the procedure for buy-back of specified securities, if to be undertaken at any time by the Company, and the applicable terms and conditions, including: (i) permissible sources of financing for buy-back; (ii) any minimum financial thresholds to be maintained by the Company as per its last financial statements; and (iii) limits upon quantum of specified securities that the Company may buyback in a financial year.

The copies of the related documents will be open for inspection by the members during working days through electronic mode upto the date of AGM.

The Board recommends the resolutions set out at Item Nos. 8, 9 and 10 of the accompanying notice for approval of the Members by way of Special Resolutions.

None of the Directors, Key Managerial Personnel and their relatives are concerned or interested, financially or otherwise, in this resolution, except to the extent of the stock options that are granted or may be granted to them under the Vision Pool 2021.

By order of the Board
For **Campus Activewear Limited**
(Formerly known as **Campus Activewear Private Limited**)

sd/-
Archana Maini

General Counsel and Company Secretary
M. No. A16092

Date: 23rd September, 2022

Place: New Delhi

Regd. Office: D-1, Udyog Nagar
Main Rohtak Road, New Delhi-110041

Annexure- A

Information pursuant to regulation 36(3) of the SEBI (LODR) Regulations, 2015 and pursuant to Clause 1.2.5 of the Secretarial Standards on General Meetings (SS-2)- Details of Director Retiring by Rotation in respect of Item No. 2.

Particulars	Mr. Nikhil Aggarwal (Whole-time Director and CEO)
Age	37 years
Qualification(s)	Bachelor of Science in Industrial Engineering from Purdue University
Experience	Approximately 14 years of experience in the footwear manufacturing and trading sector.
Expertise in Specific functional area/Brief Profile	Mr. Nikhil Aggarwal is the Whole-time Director and the CEO at Campus. With over 14 years of experience in the footwear manufacturing and trading sector, he is playing an instrumental role in making Campus the largest sports and athleisure footwear brand in India. With a B.Sc. degree in Industrial Engineering from Purdue University, Mr. Nikhil is effectively channelizing his skills and knowledge to help Campus achieve its objectives. In 2007, he attended the Summer School Programme at the London School of Economics. He successfully underwent the TPG-INSEAD C-Suite Workshop Programme and Leading The Effective Sales Force INSEAD Executive Education Programme held at INSEAD, Singapore.
Terms & Conditions of re-appointment alongwith remuneration sought to be paid	Mr. Nikhil Aggarwal, retires by rotation and being eligible, offers himself for re-appointment
Remuneration Last Drawn	Refer Note No. 39 of Revised Standalone Financial Statement for the year ended at 31 st March, 2022.
Date of first appointment on the Board	Since 24 th September, 2008
Relationship with other Directors/ Manager/ Key Managerial Personnel of the Company	Mr. Nikhil Aggarwal is not related to any other Directors/ Manager/ Key Managerial Personnel of the Company except Mr. Hari Krishan Agarwal
Number of Board Meetings attended during the year	12 out of total 12 Board meetings held during the FY 2021-22
Other Directorships held in other Company (including listed entity, if any)	(1) Action Drilling Private Limited
Listed entities from which the person has resigned in the past years	None
Chairmanship/ Membership of the Committee of the Board of other Companies	Nil
Equity Shares held in the Company as on 31.03.2022	
• Number of Shares	4,12,67,004
• Percentage	13.56%

