

DEED OF ADHERENCE

This Deed of Adherence is made the 4th day of November, 2016 AMONGST

1. Arvind Fashions Limited, a company incorporated under the Indian Companies Act, 1956 having its registered office at Arvind Mills Premises, Naroda Road, Railwaypura Post, Ahmedabad 380 025, represented by its Authorised Signatory (TRANSFEREE) to whom Shares of Transferor have been transferred by (THE TRANSFERRING SHAREHOLDER) (hereinafter referred to as the "Covenantor");
2. Arvind Brands and Retail Limited, a company incorporated under the Indian Companies Act, 1956 having its registered office at Arvind Mills Premises, Naroda Road, Railwaypura Post, Ahmedabad 380 025, represented by its Authorised Signatory (hereinafter referred to as TRANSFEROR); and
3. Calvin Klein Arvind Fashion Private Limited, a company incorporated under the Indian Companies Act, 1956 represented by its Authorised Signatory (the "Company").

THIS AGREEMENT IS SUPPLEMENTAL to the Shareholders Agreement ("the Agreement"), dated as of March 19, 2014, by and among Arvind Brands and Retail Limited, PVH Singapore Private Ltd. and Calvin Klein Arvind Fashion Private Limited.

AND WITNESSES AS FOLLOWS:

WHEREAS:

The Covenantor has purchased from the Transferor all the equity shares held by the Transferor (the "Shares") in the capital of the Company and in accordance with the Agreement has agreed to enter into this Deed.

1. **Consent to the terms of the Agreement by the Covenantor**
 - 1.1 The Covenantor hereby confirms that it has been supplied with a copy of the Agreement, together with details of any variation or amendment thereto and hereby covenants with each of the Parties to the Agreement and confirms to observe, perform and be bound by all the terms thereof as if it was an original party to the Agreement and which are capable of applying to the Covenantor and which have not been performed at the date hereof, of the intent and effect that the Covenantor shall be deemed, with effect from the date on which the Covenantor is registered as a Member of the Company, to be a Party to the Agreement.
 - 1.2 The Covenantor also hereby covenants, undertakes and agrees that, prior to the time when the Covenantor ceases to be an Affiliate of the Transferring Shareholder, the Covenantor shall transfer the Securities of the Company back to the Transferring Shareholder or another Affiliate of the Transferor (who shall also execute a Deed of Adherence)

2. Representations and Warranties

The Covenantor represents and warrants to the Continuing Shareholders and the Company that its execution of this Deed has been duly authorized and that such execution or compliance with its terms will not now, or at any time in the future, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument they have executed or by which they are bound, or violate any of the terms and provisions of its charter documents or any judgment, decree or order or any statute, rule or regulation applicable to it.

3. Definitions

Terms used but not defined herein shall have the meanings assigned to them in the Agreement.

4. Notice

The address and facsimile number of the Covenantor for the purposes of the Agreement is as follows:

5. Governing Law

This Deed shall be governed and interpreted by, and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Covenantor, the Continuing Shareholders and the Company have executed this Deed the day and year first before written:

(For Covenantor)

Name: JAETISH DAAL



Designation: DIRECTOR

(For Transferor)

Name: R.V. BHIMANI



Designation: DIRECTOR

(For Company)

Name:

Designation:

(For Continuing Shareholders)

Name:

Designation:

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(For Covenantor)

Name: JAGDISH DALAL



Designation: DIRECTOR

(For Transferor)

Name: R. V. BHIMANI



Designation: DIRECTOR

(For Company)

Name:

Designation:

(For Continuing Shareholders)

Name:

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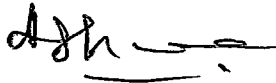
Name: JAGDISH DALAL



Designation: DIRECTOR

(For Transferor)

Name: R. V. BHIMANI



Designation: DIRECTOR

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Name: JAGDISH DAHAL



Designation: DIRECTOR

(For Transferor)

Name: R. V. RHIMAN



Designation: DIRECTOR

(For Company)

Name:

Designation:

(For Continuing Shareholders)

Name:

Designation: