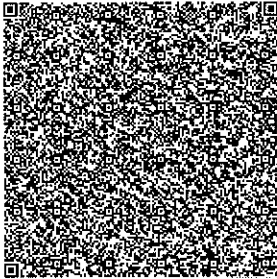




सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ308774582447790
Certificate Issued Date : 16-Nov-2016 11:43 AM
Account Reference : SHCIL (FI)/ gjshcil01/ AHMEDABAD/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJSHCIL01170454082305980
Purchased by : ARVIND FASHIONS LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : DEED OF ADHERENCE
Consideration Price (Rs.) : 0
(Zero)
First Party : ARVIND FASHIONS LIMITED
Second Party : PVH BV TOMMY H EUR BV TOMMY H ARVIND FASHION P LTD
Stamp Duty Paid By : ARVIND FASHIONS LIMITED
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)



VO 0004150041

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilstamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEED OF ADHERENCE

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

1. Arvind Fashions Limited, [represented by its Authorised Signatory] , a Company incorporated under the Indian Companies Act, 1956, (TRANSFEREE) to whom Shares of Tommy Hilfiger Arvind Fashion Pvt. Ltd. have been transferred by Arvind Brands & Retail Limited (THE TRANSFERRING SHAREHOLDER) (hereinafter referred to as the "Covenantor");
2. PVH B.V (Formerly known as "Tommy Hilfiger B.V.") and Tommy Hilfiger Europe B.V, [represented by its Authorised Signatory]; a Dutch Limited Liability Company ("Tommy Hilfiger Europe B.V and together with PVH B.V, "Tommy Hilfiger" (hereinafter referred to as THE CONTINUING SHAREHOLDERS' OF THE COMPANY); and
3. TOMMY HILFIGER ARVIND FASHION PRIVATE LIMITED ("FORMERLY KNOWN AS "ARVIND MURJANI BRANDS PRIVATE LIMITED'), a Company incorporated under the Indian Companies Act, 1956 represented by its Authorised Signatory, (the "Company").

THIS AGREEMENT IS SUPPLEMENTAL to the Amended and Restated Shareholders Agreement ("the Agreement'), dated as of 7th September, 2011, by and among Arvind Limited, Tommy Hilfiger B.V., Tommy Hilfiger Europe B.V. and Arvind Murjani Brands Private Limited (name changed to "Tommy Hilfiger Arvind Fashion Private Limited").

AND WITNESSES AS FOLLOWS:

WHEREAS:

The Covenantor has purchased from Arvind Brands and Retail Limited all its shares (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:

Arvind Fashion Limited

Regd. Office – Arvind Mills Premises, Naroda Road

Ahmedabad, Gujarat – 380 025

Fax : 079-30138668

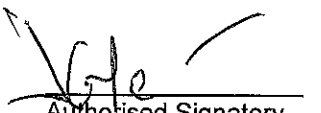
5. Governing Law

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

Handwritten signatures of the parties involved in the agreement, including the Covenantor and the Continuing Shareholders.

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

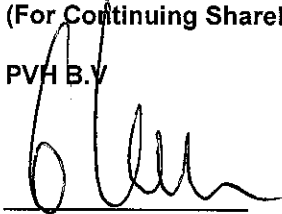
(For Covenantor) – Arvind Fashions Limited




Authorised Signatory
Name: Jayesh K. Shah
Designation: Director

(For Continuing Shareholders)

PVH B.V.

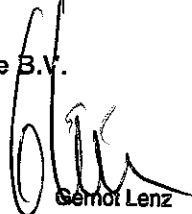


Authorised Signatory
Name: Director
Designation: Gernot Lenz

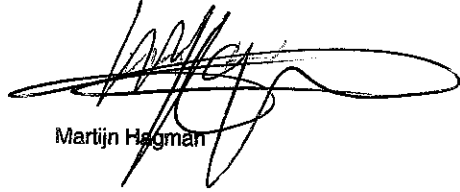


Authorised Signatory
Name: Director
Designation: Martijn Hagman

Tommy Hilfiger Europe B.V.




Authorised Signatory
Name: Gernot Lenz
Designation:



Authorised Signatory
Name: Martijn Hagman
Designation:

(For Company)

Tommy Hilfiger Arvind Fashion Pvt. Ltd. (Formerly Known as Arvind Murjani Brands Pvt. Ltd.)



Authorised Signatory:
Name: Jagdish Dalal
Designation: Director