RED HERRING PROSPECTUS
Please read Section 60B of the Companies Act, 1956
Dated November 11, 2005
100% Book Building Issue

REPRO INDIA LIMITED

(Originally formed as a partnership firm under the name and style of M/s Repro under an original Partnership Deed dated July 23, 1984 which was subsequently modified by the Partnership Deed dated May 1, 1991. Subsequently, the Partnership Firm was incorporated at Mumbai in the State of Maharashtra on April 1, 1993 as Repro Press Private Limited under Part IX of the Companies Act, 1956. With effect from February 9, 1995, we changed our name to Repro India Private Limited. With effect from February 14, 1995 we changed our name to Repro India Limited.)

Registered Office and Corporate Office: Marathe Udyog Bhavan, 2nd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025 Tel: +91 22 2430 8851 / 2431 3526; Fax: +91 22 2437 4531;
Web site: www.reproindialtd.com; Email:investor@reproindialtd.com;
Contact Person/Compliance Officer: Mr. K. Venkataraman

PUBLIC ISSUE OF 2,620,000 EQUITY SHARES OF RS. 10 EACH AT A PRICE OF RS. [●] FOR CASH AGGREGATING RS. [●] MILLION (REFERRED TO AS THE "ISSUE"), BY REPRO INDIA LIMITED ("THE COMPANY" OR "ISSUER"). THE ISSUE WOULD CONSTITUTE 25% OF THE FULLY DILUTED POST ISSUE PAID-UP CAPITAL OF THE COMPANY.

PRICE BAND: RS. 145 TO RS. 165 PER EQUITY SHARE OF FACE VALUE RS. 10. ISSUE PRICE IS 14.5 TIMES OF THE FACE VALUE AT THE LOWER END OF THE PRICE BAND AND 16.5 TIMES AT THE HIGHER END OF THE PRICE BAND.

In case of revision in the Price Band, the Bidding/Issue Period shall be extended for three additional working days after such revision, subject to the Bidding/Issue Period not exceeding 10 working days. Any revision in the Price Band, and the revised Bidding/Issue Period, if applicable, shall be widely disseminated by notification to Bombay Stock Exchange Limited ("BSE") and The National Stock Exchange of India Limited ("NSE"), by issuing a press release and by indicating the change on the websites of the Book Running Lead Manager and the terminals of the Syndicate.

The Issue is being made through the 100% Book Building Process wherein up to 50% of the Issue shall be available for allocation on a proportionate basis to Qualified Institutional Buyers, out of which 5% shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Qualified Institutional Buyers Portion shall be available for allocation on a proportionate basis to all Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue price. Further, not less than 15% of the Issue would be available for allocation to Non-Institutional Investors and not less than 35% of the Issue would be available for allocation to Retail Individual Investors on a proportionate basis, subject to valid bids being received from them at or above the Issue Price.

RISK IN RELATION TO FIRST ISSUE

This being the first public issue of Equity Shares of the Company, there has been no formal market for the Equity Shares of the Company. The face value of the Equity Shares is Rs.10 per Equity Share and the Issue Price is [●] times of the face value. The Issue Price (as determined by the Company, in consultation with the Book Running Lead Manager, on the basis of assessment of market demand for the Equity Shares offered by way of book building) should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active and/or sustained trading in the Equity Shares of the Company or regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

Investment in equity and equity related securities involve a degree of risk and investors should not invest any funds in this Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the Issue including the risks involved. The securities have not been recommended or approved by Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the section titled "Risk Factors" beginning on page i of this Red Herring Prospectus.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer having made all reasonable inquiries, accepts responsibility for and confirms that this offer document contains all information with regard to the Issuer and the Issue, which is material in the context of the issue, that the information contained in the offer document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

LISTING

The Equity Shares are proposed to be listed on Bombay Stock Exchange Limited ("BSE") and The National Stock Exchange of India Limited ("NSE") and the Company has received in-principle approvals from these Stock Exchanges for the listing of its Equity Shares pursuant to letters dated October 11, 2005 and October 20, 2005 respectively. For purposes of this Issue, the Designated Stock Exchange is BSE.

BOOK RUNNING LEAD MANAGER	REGISTRAR TO THE ISSUE
ENAM FINANCIAL CONSULTANTS PRIVATE LIMITED 801, Dalamal Towers, Nariman Point Mumbai 400 021 Tel: +91 22 5638 1800 Fax: +91 22 2284 6824 Email: repro.ipo@enam.com Website: www.enam.com	INTIME SPECTRUM REGISTRY LIMITED **INTIME SPECTRUM REGISTRY LIMITED** C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (W), Mumbai – 400 078 Tel: +91 22 5555 5491-94 Fax: +91 22 5555 5499 Email: repro@intimespectrum Website: www.intimespectrum.com

ISSUE PROGRAMME

BID/ISSUE OPENS ON : NOVEMBER 28, 2005	BID/ISSUE CLOSES ON : DECEMBER 1, 2005

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SECTION I: DEFINITIONS AND ABBREVIATIONS

Term	Description
"Repro", the "Company", "our Company", "the Company", "we" or "us"	Unless the context otherwise requires, refers to, Repro India Limited, a public limited company incorporated under the Companies Act, having its registered office at Marathe Udyog Bhavan, 2nd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025
Promoters	M/s Repro Holding, M/s Repro Finance, Mr. Vinod Inderjit Vohra, Mr. Sanjeev Inderjit Vohra, Mr. Rajeev Inderjit Vohra, Mr. Dushyant Rajnikant Mehta, Mr. Mukesh Rajnikant Dhruve, Col. Niranjan R Mehta and Mrs. Sonia Mehta
Promoter Group	As defined in Explanation II of Clause 6.8.3.2 of SEBI (Disclosure and Investor Protection) Guidelines, 2000 and amendments thereof.

CONVENTIONAL / GENERAL TERMS

Term	Description
Articles/ Articles of Association	Articles of Association of our Company
Board of Directors/ Board	The Board of Directors of Repro India Limited or a committee thereof unless otherwise specified
CESTAT	Customs, Excise and Service Tax Appellate Tribunal
Contract Labour (Regulation & Abolition) Act	Contract Labour (Regulation & Abolition) Act, 1970
Depositories Act	The Depositories Act, 1996, as amended from time to time
Directors	The directors of our Company, unless otherwise specified
Equity Shares	Equity Shares of our Company of face value of Rs. 10 each, unless otherwise specified in the context thereof
Factories Act	Factories Act, 1948 as amended from time to time
FEMA	Foreign Exchange Management Act, 1999, as amended from time to time, and the regulations framed thereunder
FERA	Foreign Exchange Regulation Act, 1973, now repealed
Financial year/fiscal/FY	The twelve months ended March 31 of a particular year
I.T. Act	The Income Tax Act, 1961, as amended from time to time
I.T. Rules	The Income Tax Rules, 1962, as amended from time to time
Memorandum/ Memorandum of Association	The Memorandum of Association of our Company
Negotiable Instruments Act	Negotiable Instruments Act, 1881 as amended from time to time
Registered Office	Marathe Udyog Bhavan, 2nd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025
SEBI Act	Securities and Exchange Board of India Act, 1992, as amended from time to time
SEBI DIP Guidelines/SEBI Guidelines	SEBI (Disclosure and Investor Protection) Guidelines, 2000 issued by SEBI effective from January 27, 2000, as amended, including instructions and clarifications issued by SEBI from time to time

Term	Description
SEBI Takeover Regulations	SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as amended from time to time

ISSUE RELATED TERMS

Term	Description
Allocation Amount	The amount payable by a Bidder on or prior to the Pay-in Date after deducting any Bid Amounts that may already have been paid by such Bidder
Banker(s) to the Issue / Escrow Collection Banks	HDFC Bank Limited and Standard Chartered Bank
Bid	An offer made during the Bidding Period by a prospective investor to subscribe to the Equity Shares of our Company at a price within the Price Band, including all revisions and modifications thereto
Bid Amount	The highest value of the optional Bids indicated in the Bid cum Application Form and payable by the Bidder on submission of the Bid in the Issue
Bid Closing Date / Issue Closing Date	The date after which the Syndicate will not accept any Bids for the Issue, which shall be notified in a widely circulated English national newspaper, a Hindi national newspaper and a Marathi newspaper
Bid cum Application Form	The form in terms of which the Bidder shall make an offer to purchase Equity Shares of our Company in terms of this Red Herring Prospectus
Bid Opening Date/ Issue Opening Date	The date on which the Syndicate shall start accepting Bids for the Issue, which shall be the date notified in a widely circulated English national newspaper, a Hindi national newspaper and a Marathi newspaper
Bidder	Any prospective investor who makes a Bid pursuant to the terms of this Red Herring Prospectus
Bidding Period/ Issue Period	The period between the Bid/ Issue Opening Date and the Bid/ Issue Closing Date inclusive of both days and during which prospective Bidders can submit their Bids
Book Building Process/ Method	Book building route as provided in Chapter XI of the SEBI DIP Guidelines, in terms of which this Issue is being made
BRLM	Book Running Lead Manager to the Issue, in this case being Enam Financial Consultants Private Limited
CAN/ Confirmation of Allocation Note	Means the note or advice or intimation of allocation of Equity Shares sent to the Bidders who have been allocated Equity Shares after discovery of the Issue Price in accordance with the Book Building Process
Companies Act / The Act	The Companies Act, 1956, as amended from time to time
Cut-off Price	The Issue Price finalised by our Company in consultation with the BRLM. Only Retail Individual Bidders are entitled to bid at Cut-off Price, for a Bid Amount not exceeding Rs. 100,000. Qualified Institutional Buyers and Non-Institutional Bidders are not entitled to bid at Cut-off Price
Designated Date	The date on which funds are transferred from the Escrow Account to the Public Issue Account after the Prospectus is filed with the Registrar of Companies, following which the Board of Directors shall allot Equity Shares to successful Bidders.

Term	Description
Designated Stock Exchange	Bombay Stock Exchange Limited
Depository	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996, as amended from time to time
Depository Participant	A depository participant as defined under the Depositories Act
Draft Red Herring Prospectus	The Draft Red Herring Prospectus issued in accordance with Securities and Exchange Board of India (Disclosure and Investor Protection) Guidelines, 2000
Enam	Enam Financial Consultants Private Limited
Enam Securities	Enam Securities Private Limited
Escrow Account/ Escrow Collection Account	Account opened with the Escrow Collection Bank(s) for the Issue and in whose favour the Bidder will issue cheques or drafts in respect of the Bid Amount when submitting a Bid and the Allocation Amount paid thereafter
Issue	The issue of 2,620,000 Equity Shares at the Issue Price under this Red Herring Prospectus
Issue Price	The final price at which Equity Shares will be issued and allotted in terms of the Red Herring Prospectus. The Issue Price will be decided by our Company in consultation with the BRLM on the Pricing Date
Margin Amount	The amount paid by the Bidder at the time of submission of his/her Bid, being 10% to 100% of the Bid Amount
Members of the Syndicate	Enam and Enam Securities
Mutual Fund(s)	A mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996
Non Institutional Bidders	All Bidders that are not Qualified Institutional Buyers or Retail Individual Bidders and who have Bid for Equity Shares for an amount more than Rs. 100,000
Non Institutional Portion	The portion of the Issue being not less than 393,000 Equity Shares available for allocation to Non Institutional Bidders
Pay-in Date	The last date specified in the CAN sent to Bidders, as applicable
Pay-in-Period	This term means (i) with respect to Bidders whose payment has not been waived by the Syndicate and are therefore required to pay the maximum Bid Amount into the Escrow Account, the period commencing on the Bid/Issue Opening Date and extending until the Bid/Issue Closing Date, and (ii) with respect to Bidders whose payment, in part, has been initially waived by the Syndicate and are therefore not required to pay the Bid Amount into the Escrow Account on or prior to the Bid/Issue Closing Date, the period commencing on the Bid/Issue Opening Date and extending until the closure of the Pay-in Date
Price Band	Price band of a minimum price (floor of the price band) of Rs. 145 and the maximum price (cap of the price band) of Rs. 165 and includes revisions thereof
Pricing Date	The date on which our Company in consultation with the BRLM finalises the Issue Price

Term	Description
Prospectus	The Prospectus to be filed with the RoC in accordance with the provisions of Section 60 of the Companies Act containing, *inter alia*, the Issue Price that is determined at the end of the Book Building process, the size of the Issue and certain other information
Public Issue Account	Account opened with the Bankers to the Issue to receive monies from the Escrow Account on the Designated Date
Qualified Institutional Buyers or QIBs	Public financial institutions as specified in Section 4A of the Companies Act, FIIs registered with SEBI, scheduled commercial banks, Mutual Funds, multilateral and bilateral development financial institutions, venture capital funds registered with SEBI, foreign venture capital investors registered with SEBI, state industrial development corporations, insurance companies registered with Insurance Regulatory and Development Authority, provident funds (subject to applicable law) with minimum corpus of Rs. 250 million and pension funds (subject to applicable laws) with minimum corpus of Rs. 250 million
QIB Margin Amount	An amount representing 10% of the Bid Amount submitted by a QIB in its bid
QIB Portion	The portion of the Issue being up to 1,310,000 Equity Shares available for allocation to QIBs out of which 65,500 shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Qualified Institutional Buyers Portion shall be available for allocation on a proportionate basis to all Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue price.
Red Herring Prospectus	The Red Herring Prospectus issued in accordance with Section 60B of the Companies Act, which does not have complete particulars on the price at which the Equity Shares are being issued and size of the Issue. The Red Herring Prospectus will be filed with the RoC at least three days before the opening of the Issue and will become a Prospectus after filing with the RoC after the pricing and allocation
Registrar to the Issue/Registrar	Registrar to the Issue, in this case being Intime Spectrum Registry Limited having its registered office as indicated on the cover page of this Red Herring Prospectus
Retail Individual Bidder(s)	Individual Bidders (including HUFs and NRIs) who have not Bid for Equity Shares for an amount more than or equal to Rs. 100,000 in any of the bidding options in the Issue
Retail Portion	The portion of the Issue being not less than 917,000 Equity Shares available for allocation to Retail Individual Bidder(s)
Revision Form	The form used by the Bidders to modify the quantity of Equity Shares or the Bid Price in any of their Bid cum Application Forms or any previous Revision Form(s)
Statutory Auditors	Statutory auditors of our Company being, M/s RSM & Co., Chartered Accountants for Indian GAAP
Stock Exchanges	BSE and NSE
Syndicate	The BRLM and the Syndicate Members
Syndicate Agreement	Agreement dated November 7, 2005, entered into among our Company, the BRLM and the other members of the Syndicate, in relation to collection of Bids in the Issue
Syndicate Members	Enam Securities

Term	Description
TRS/ Transaction Registration Slip	The slip or document issued by the Syndicate to the Bidder as proof of registration of the Bid
Underwriters	Enam and Enam Securities
Underwriting Agreement	The Agreement dated [●], 2005 between the Underwriters and Repro, to be entered into on the Pricing Date

INDUSTRY/ COMPANY RELATED TERMS

Term	Description
AIMA	All India Management Association
BOM	Bill of Materials
BOPP	Biaxially Oriented Poly Propylene
BPO	Business Process Outsourcing
CD	Compact Disk
CII	Confederation of Indian Industry
CNC	Computer Numerical Control
CPO	Content Process Outsourcing
CRM	Customer Relationship Management
CSR	Customer Service Representative
DTP	Desktop Publishing
EDT	Electronic Data Transfer
ICTI	International Council of Toy Industries
IIM	Indian Institute of Management
ISC	Indian Sub Continent
ISO	International Standards Organisation
KPI	Key Performance Indicator
ManCom	Management Committee
MSAR	Microsoft Authorized Replicator
OEM	Original Equipment Manufacturer
PDF	Printable Document Format
PPO	Print Process Outsourcing
QA	Quality Assurance
QualCom	Quality Committee
QBR	Quarterly Business Review
R & D	Research and Development

Term	Description
SEZ	Special Economic Zone
SRM	Shareholder Relationship Management
UV Varnish	Ultra Violet Varnish

ABBREVIATIONS

Term	Description
AGM	Annual General Meeting
AS	Accounting Standards as issued by the Institute of Chartered Accountants of India
BSE	Bombay Stock Exchange Limited
CAGR	Compounded Annual Growth Rate
CDSL	Central Depository Services (India) Limited
DGFT	Director General of Foreign Trade
EBDITA	Earning Before Depreciation, Interest, Tax and Amortization
ECS	Electronic Clearing System
EGM	Extraordinary General Meeting
EPCG	Export Promotion Capital Goods Scheme
EPS	Earnings per Equity Share
ESOP	Employee Stock Option Plan
FCNR Account	Foreign Currency Non Resident Account
FII/ Foreign Institutional Investor	Foreign institutional investor (as defined under SEBI (Foreign Institutional Investors) Regulations, 1995) registered with SEBI under applicable laws in India
FIPB	Foreign Investment Promotion Board
FVCI	Foreign venture capital investor, registered with SEBI under the SEBI (Foreign Venture Capital Investor) Regulations, 2000
GIR Number	General Index Registry Number
GoI	Government of India
HRD	Human Resource Development
HUF	Hindu Undivided Family
Indian GAAP	Generally Accepted Accounting Principles in India
IPO	Initial public issue
IRR	Internal rate of return
L/C / LoC	Letter of Credit
MIDC	Maharashtra Industrial Development Corporation
MoU	Memorandum of Understanding

Term	Description
NAV	Net Asset Value
Non Residents	All Bidders who are not NRIs or FIIs and are not persons resident in India
NRE Account	Non Resident External Account
NRI/ Non Resident Indian	A person resident outside India, as defined in FEMA and who is a citizen of India or a Person of Indian Origin, and as defined under FEMA (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
NSE	The National Stock Exchange of India Limited
OCB / Overseas Corporate Body	A company, partnership, society or other corporate body owned directly or indirectly to the extent of atleast 60% by NRIs, including overseas trust in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly as defined under Foreign Exchange Management (Deposit) Regulations, 2000. OCBs are not allowed to invest in this issue.
PAN	Permanent Account Number
P/E Ratio	Price Earning Ratio
PIO/ Person of India Origin	Shall have the same meaning as is ascribed to such term in the Foreign Exchange Management (Investment in Firm or Proprietary Concern in India) Regulations, 2000
RBI	Reserve Bank of India
RoC	Registrar of Companies, Maharashtra at Mumbai
RONW	Return on Net Worth
SCRA	Securities Contracts (Regulation) Act, 1956, as amended from time to time
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended from time to time
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act
VCF	Venture Capital Funds registered with SEBI under SEBI (Venture Capital Funds) Regulations, 1996, as amended from time to time
VP	Vice President

SECTION II: RISK FACTORS

CERTAIN CONVENTIONS; USE OF MARKET DATA

Unless stated otherwise, the financial data in this Red Herring Prospectus is derived from our restated financial statements prepared in accordance with Indian GAAP and SEBI DIP Guidelines, included elsewhere in this Red Herring Prospectus. Our fiscal year commences on April 1 and ends on March 31. In this Red Herring Prospectus, any discrepancies in any table between the total and the sums of the amounts listed are due to rounding off.

There are significant differences between Indian GAAP and U.S. GAAP; accordingly, the degree to which the Indian GAAP financial statements included in this Red Herring Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices. Any reliance by Persons not familiar with Indian accounting practices on the financial disclosures presented in this Red Herring Prospectus should accordingly be limited. We have not attempted to explain those differences or quantify their impact on the financial data included herein, and we urge you to consult your own advisors regarding such differences and their impact on our financial data.

All references to "India" contained in this Red Herring Prospectus are to the Republic of India, all references to the "US" or the "U.S." or the "USA", or the "United States" are to the United States of America, and all references to "UK" are to the United Kingdom.

All references to "Rupees" or "Rs." are to Indian Rupees, the official currency of the Republic of India. All references to "US$" or "US Dollars" are to United States Dollars, the official currency of the United States of America. All references to "Pound", "GBP", "Sterling" or "£" are to the Great Britain Pound, the official currency of the United Kingdom.

The calculation of revenues by customer geography is based on the location of the specific customer entity for which services are performed, irrespective of the location where a billing invoice may be rendered.

For additional definitions, please refer to the section titled "Definitions and Abbreviations" on page a of this Red Herring Prospectus.

Market and industry data used throughout this Red Herring Prospectus has been obtained from publications available in the public domain and internal Company reports. These publications generally state that the information contained therein has been obtained from sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although we believe industry data used in this Red Herring Prospectus is reliable, it has not been independently verified. Similarly, internal Company reports, while believed by our Company to be reliable, have not been verified by any independent source.

FORWARD-LOOKING STATEMENTS

This Red Herring Prospectus contains certain “forward-looking statements”. These forward looking statements can generally be identified by words or phrases such as “aim”, “anticipate”, “believe”, “expect”, “estimate”, “intend”, “objective”, “plan”, “project”, “shall”, “will”, “will continue”, “will pursue” or other words or phrases of similar import. Similarly, statements that describe our objectives, plans or goals are also forward-looking statements. All forward-looking statements are subject to risks, uncertainties and assumptions about us that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement.

Actual results may differ materially from those suggested by the forward looking statements due to risks or uncertainties associated with our expectations with respect to, but not limited to, our ability to successfully implement our strategy and our growth and expansion plans, technological changes, our exposure to market risks, general economic and political conditions in India which have an impact on our business activities or investments, changes in the laws and regulations that apply to the Indian Printing and Content creation industry, including with respect to tax incentives and export benefits, adverse changes in foreign laws, including those relating to outsourcing, increasing competition in and the conditions of the Indian and global Printing and Content creation Industry, the prices we are able to obtain for our services, wage levels in India for Printing professionals, the loss of significant customers, the monetary and interest policies of India, inflation, deflation, unanticipated turbulence in interest rates, foreign exchange rates, equity prices or other rates or prices, the performance of the financial markets in India and globally, changes in domestic and foreign laws, regulations and taxes and changes in competition in the Printing Industry.

For further discussion of factors that could cause our actual results to differ, please refer to the sub-section titled “Risk Factors” beginning on page i of this Red Herring Prospectus. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated. Neither we, our Directors, any member of the Syndicate nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition. In accordance with SEBI requirements, we and the BRLM will ensure that investors in India are informed of material developments until such time as the grant of listing and trading permission by the Stock Exchanges.

RISK FACTORS

An investment in equity shares involves a high degree of risk. You should carefully consider all of the information in this Red Herring Prospectus, including the risks and uncertainties described below, before making an investment in our Equity Shares. If any of the following risks actually occur, our business, financial condition and results of operations could suffer, the trading price of our Equity Shares could decline, and you may lose all or part of your investment.

Unless specified or quantified in the relevant risk factors below, we are not in a position to quantify the financial or other implications of any of the risks described in this section.

INTERNAL RISK FACTORS

Our Company is involved in a number of legal proceedings including one criminal case filed against our Company. Further, one of our Directors, Dr. Jamshed J. Irani, has certain criminal cases pending against him.

Our Company is involved in certain legal proceedings and claims in relation to certain civil, criminal and taxation matters. These legal proceedings are pending at different levels of adjudication before various courts and tribunals. Should any new developments arise, such as a change in Indian law or rulings against us by trial or appellate courts or tribunals, we may need to make provisions in our financial statements, which could increase our expenses and our current liabilities. We can give no assurance that these legal proceedings will be decided in our favour. Any adverse decision may have a significant effect on our business and results of operations. A classification of the legal proceedings instituted by and against our Company and the monetary amount involved in these cases is given in the following table:

Type of litigation	Total number of pending cases	Remarks and amount involved (Rs.)
Sales Tax	2	In respect of one case referred by Maharashtra Sales Tax Tribunal to the Bombay High Court - Not quantifiable In respect of case pending before the Deputy Commissioner of Sales Tax (Appeals) VII, Mumbai, Rs. 440,069/-
Labour laws	3	In respect of the Writ Petition pending before the Karnataka High Court – Rs. 31,730/- In respect of case pending before the 4th Labour Court at Thane – approximately Rs. 150,000/- as of September 15, 2005 (as estimated by our Company) In respect of case pending before the Industrial Court at Thane – Not quantifiable
Criminal Cases	1	Not quantifiable

Type of litigation	Total number of pending cases	Remarks and amount involved (Rs.)
Civil Cases	2	Both cases pending before Bombay High Court involving Rs. 2,087,648/- along with interest and costs, if any, awarded by court
Income Tax	4	In respect of case pertaining to Assessment Year 1994-95, not quantifiable as the relevant authorities are yet to adjudicate on the penal interest, if any. In respect of cases pertaining to Assessment Year 2001-2002, Rs. 5,560,244. In respect of case pertaining to Assessment Year 2002-2003: (i) Income tax on amount disallowed, being Rs. 85,786/- as per marginal tax rate for that assessment year; (ii) Interest under Section 234D of Rs. 75,985/- (Rupees Seventy Five Thousand Nine Hundred Eighty Five); (iii) Interest under Sections 234B and 234C, being subject to recomputation by Assessing Officer as per the order of the CIT(A), is not currently quantifiable
Customs Cases	1	In respect of case pending before CESTAT, the Company is entitled for refund of import duty of Rs. 188,404/- paid by our Company under protest in case the Appeal is allowed by the Tribunal.

The table as above does not contain (i) 11 cases filed by our Company under Section 138 of the Negotiable Instruments Act in respect of dishonour of cheques issued in favour of our Company; and (ii) one petition filed by our Company in the Rajasthan High Court to quash the criminal case pending against us. We do not foresee any adverse financial implications on our Company in case of a non-favourable outcome in these cases.

The criminal case against our Company, in which our Company, in its capacity as a printer, has been impleaded through our General Manager, Mr. Shekhar Bangera, is concerning an article published in the Quarterly Journal of the Indian Institute of Bankers for July-September, 1998. It was alleged that a map of India contained in the said article was not in accordance with the official map of India approved by the Surveyor-General of India.

There are certain criminal cases against our Director Dr. Jamshed J Irani under various labour legislations, which were initiated against him prior to his date of joining our Board.

For more information regarding litigation, please refer to the section titled “Outstanding Litigation and Defaults” beginning on page 140 of the Red Herring Prospectus.

As per our restated financial statements, we have certain contingent liabilities which, if determined against us in future, may impact our financial position adversely. Details of our contingent liabilities as on March 31, 2005 and as on September 30, 2005 are given in the following table:

(Rs. in Million)

Details	**Half year Ended September 30, 2005**	**As on March 31, 2005**
Income Tax Demand in Appeal/Rectification	10.25	7.69
Sales Tax Demand in Appeal	0.44	-
Bank Guarantees	41.82	43.14
Invoices Factored	9.55	14.01
Letters of Credit unutilised	30.17	27.87
Claim against the Company not acknowledged as debt	1.77	1.77
Gratuity Demand under Appeal	0.03	0.03

The projects, for which we intend to use a significant part of our issue proceeds as mentioned in the Objects of the Issue have not been appraised by any bank or financial institution.

The projects, for which we intend to use a significant part of our issue proceeds as mentioned in the Objects of the Issue have not been appraised by any bank or financial institution. No independent body will be monitoring the use of proceeds. We will constitute an appropriate Project Management Committee to monitor the use of the proceeds of the Issue. Please refer to the section titled “Objects of the Issue” on page 22 of the Red Herring Prospectus.

We have not entered into any definitive agreements to utilise the proceeds of the Issue and are yet to receive various approvals that would be required for the purposes mentioned in the “Objects of the Issue”. Pending utilization of funds as per the “Objects of the Issue”, we may not be able to deploy it profitably.

The estimated cost of the new project under various heads is based on an estimate received from the prospective suppliers and our internal estimates. These quotes may be subject to change, and may result in a cost overrun. As of the date of this Red Herring Prospectus, we have placed orders for supply of equipment or construction and other related services worth Rs. 56.71 million only and therefore we are exposed to any price fluctuation of those machineries and equipments which may take place between the date of quotation and the date of actual purchase. Prior to commencement of the new projects, we would be required to get clearance from certain governmental agencies. For further details, please see the sub-section titled “Government Approvals” on page 151 of this Red Herring Prospectus.

Further we have not purchased the land, required for setting up the new facility at Navi Mumbai Special Economic Zone, from SKIL Infrastructure Limited, the developer of Navi Mumbai Special Economic Zone.

Further, any inability to profitably deploy surplus funds out of the Issue proceeds could impact the end use of funds being raised. The funds being raised in the issue are to be used partly in the year FY06 and the remaining is to be used in the FY07. Pending deployment of proceeds for the intended objects, if we are unable to deploy the surplus funds profitably, it could impact the intended end use of these funds and profitability of the projects mentioned in the “Objects of the Issue”.

Any inability to manage our growth could disrupt our business and reduce our profitability.

We have experienced significant growth in our total restated income in recent years. Our total restated income has grown from Rs. 611.78 million in 2000-01 to Rs. 869.36 million in 2004-05. We expect this growth to place significant demands on both our management and our resources. This will require us to continuously evolve and improve our operational, financial and internal controls across the organisation. In particular, continued expansion increases the challenges involved in: recruiting, training and retaining sufficient skilled technical, sales and management personnel; adhering to our high quality and process execution standards; maintaining high levels of customer satisfaction; preserving our culture, values and entrepreneurial environment; and developing and improving our internal administrative infrastructure, particularly our financial, operational, communications and other internal systems. Any inability to manage growth may have an adverse effect on our business, results of operation and financial condition.

Growth rate of our total revenue has fallen during the past years.

Though our revenues have been growing over the years, the rate of growth is falling consistently. Details of our revenue and growth rate of the same are given in the following table:

	2000-01	2001-02	2002-03	2003-04	2004-05
Sales (Rs. in Million)	589.04	609.40	716.56	815.38	866.40
Growth/(Fall) in percentage	-	3.41%	17.58%	13.79%	6.26%

The main reason for falling growth rate of sales was saturated manufacturing capacity of our Company and also limited volume growth potential in domestic market. Though, we are taking steps like capacity enhancement, acquiring new clients from across the globe, exploring the export opportunities and content development business to achieve higher growth rate in sales in future, we may not be able to achieve the same rate of growth in future.

Our restated profits have come down over the years/

Historically our restated profits have fluctuated from year to year, details of which are given in the following table:

	2000-01	2001-02	2002-03	2003-04	2004-05
Restated profit (Rs. in Million)	52.65	48.11	46.45	35.53	44.60
Growth/(Fall) in percentage	-	(8.64%)	(3.43%)	(23.51%)	25.53%

Though we are taking steps in order to ensure increase in restated profit like thrust on export market and content creation business, the same may not be achieved in the future depending on a number of factors, including the quantum of product revenues, the success of various products that may be launched by customers; our success in expanding our sales and marketing programs, long business cycles, the size and timing of significant projects; currency exchange rate fluctuations and other general economic factors.

Besides revenues, our profitability is also a function of our ability to control our costs and improve our efficiency. It is also dependent on the timing of tax holidays and other government incentives and the time required to train and productively utilise new employees, unanticipated increases in wage rates or other expenses. Our cost management initiatives, which focus primarily on managing project costs and operating expenses and optimising the allocation of our employees may not be sufficient to negate pressures on our pricing and utilisation rates. It is possible that in the future some of our operations may be below the expectations of market analysts and our investors, which could lead to a significant decline of the share price of the Equity Shares. Factors which affect the fluctuation of our revenues and profits include: fixed rate transaction contracts or time and material basis contracts; the size, timing and profitability of our contracts, particularly with our major customers; changes in our pricing policies or those of our customers; and the proportion of products and services that are outsourced to India.

Our restated profit as a percentage of our total revenue is falling over the years.

Our restated profit as the percentage of our revenue is falling over the years. Details of our restated profit as the percentage of our revenue are given in the following table:

	2000-01	**2001-02**	**2002-03**	**2003-04**	**2004-05**	**Period ended September 30, 2005**
Restated profit as the percentage of total revenue	8.61%	8.01%	6.52%	4.37%	5.13%	9.14%

During last few years, we are investing to build-up capacity, infrastructure and export marketing channels, to train and hire manpower in order to enter the export market of printing products/services. Since we are yet to realise the full benefit of the mentioned investment, our restated profit as the percentage of our revenue has been falling over the years. Further, in 2003-04, fall of our restated profit as a percentage of total revenue to 4.37% was specifically caused by the par-realisation of export incentives being 2003-04 the first full year of export.

Going forward, we expect that we will be able to cash on the investments made by us so far by exporting more printing products/services and thus get better margins. Further, our focus on content creation business, optimal utilization of export incentives, increased efficiencies and production through usage of imported raw material, optimal capacity utilization and reduced wastages are also expected to increase our margins. However, we are not in a position to assure that all of our abovementioned initiatives will be successful and our restated profit as the percentage of our revenue will go up in future.

Our success depends to a considerable extent upon our senior managerial and key technical personnel and our ability to retain them.

We depend significantly on the expertise, experience and continued efforts of our senior managerial and key technical personnel. Our future performance may be affected by any disruptions in the continued service of these persons. We do not maintain any key person insurance for any of our key personnel. Competition for senior managerial and key technical personnel in our industry is intense, and we may not be able to recruit and retain suitable persons to replace the loss of any of such persons in a timely manner. The loss of one or more members of our senior managerial or key technical personnel would impact our ability to obtain, retain and execute important engagements and our ability to maintain and grow our revenues.

We derive a significant portion of our revenues from a few customers. The loss of any one of these customers, a decrease in the volume of work from these customers or a decrease in the price at which we offer our services to them may adversely impact our revenue and profitability.

In the year 2002-03, 2003-04, 2004-05 and six months period ended September 30, 2005 our top five (5) customers contributed 43.65%, 43.08%, 37.79% and 36.04% of our total revenue. During the same period, contributions of our top ten (10) customers in total revenue were 60.87%, 57.37%, 56.73% and 53.84% respectively. Though the contribution in our revenue by our top five customers and top ten customers are falling over the years, still our top ten customers contribute more than half of our revenue and loss of any of them may impact our revenue adversely.

There are a number of factors, other than our performance, which may not be predictable that could cause the loss of a customer. The loss of any one of our major customers, any requirement to lower the prices we charge these customers or the loss or financial difficulties of these customers could have a material adverse effect on our business, revenues and profitability.

We consume a significant amount of imported raw material in value terms which make us vulnerable to any downward revision of foreign exchange rate and other factors.

Our consumption of imported raw material is going up over the years both in absolute terms and as a percentage of the total raw material consumption.

(Rs. in Million)

	2002-03	**2003-04**	**2004-05**	**Period ended September 30, 2005**
Imported raw material consumption	57.55	76.47	100.38	82.29
Total raw material consumption	381.90	462.94	485.23	298.13
Imported raw material consumption as the percentage of total raw material consumption	15.07%	16.52%	20.69%	27.60%

This trend is because of our conscious decision to increase the proportion of imported raw material in total raw material consumption. We have taken this decision to use a higher proportion of imported raw material as imported raw material allows us to avail export incentives as offered by the GoI under schemes like DEEC, DFRC, DEPB etc. It also ensures better quality of the end printing products/services produced by us.

However, this also exposes us to the risk of forex fluctuation and export obligation. If rupee depreciates vis-à-vis the currency of the country from which we import raw materials, our cost of raw material will go up which in turn will affect our competitiveness and profitability. Further, in case, the Government of India withdraws the export incentive schemes, we may have to look back to domestic market for procurement of raw material. In that case we may have to re-strengthen our supply chain in the domestic market and efforts we have made to establish the supply chain in overseas raw material market may go in vain.

We are significantly dependent upon paper as a raw material and any adverse impact on its availability may adversely affect our business.

We are significantly dependent on the timely and adequate availability of paper at a competitive price as it amounted to 74.6% and 78.6% of our raw material cost in the year 2004-05 and six months period ended September 30, 2005 respectively. We have a diversified supply base in India and abroad to ensure uninterrupted supplies. However, any adverse factors including natural disasters, changes in legislation or any other force majeure events may adversely impact availability of paper and its price, which in turn may adversely affect our continuity of business, ability to meet client commitments and consequently our sales and profitability.

Our business is dependent on our manufacturing facility. The loss of or shutdown of operations at our manufacturing facility may have a material adverse effect on our business, financial condition and results of operations.

Our principal manufacturing facility is subject to operating risks, such as the breakdown or failure of equipment, power supply or processes, performance below expected levels of output or efficiency, obsolescence, labour disputes, strikes, lock-outs continued availability of services of our external contractors, earthquakes and other natural disasters, industrial accidents and the need to comply with the directives of relevant government authorities. The occurrence of any of these risks could significantly affect our operating results. We carry out planned shutdowns of our plants for maintenance.

Although we take precautions to minimise the risk of any significant operational problems at our facility, our business, financial condition and results of operations may be adversely affected by any disruption of operations at our facility, including due to any of the factors mentioned above.

Our business may suffer if we fail to develop new products and service offerings on which we focus.

We have been expanding the nature and scope of our engagements. The success of these new offerings is dependent, in part, upon continued demand for such products or services by our existing and new customers and our ability to meet this demand in a competitive and cost effective manner. We cannot be certain that we will be able to attract existing and new customers for such new offerings or effectively meet our customers' needs.

We are continuously investing monies in our products business, which may not provide adequate returns.

We have been continuously investing monies for the development of innovative printing services and to capitalise the opportunities prevailing in the export market. We also intend to make investments in content creation infrastructure.

However, we may not be able to make suitable levels of investments as may be required by the business and cannot assure you that any such investments, which are made will provide adequate returns. This may affect our business results and operations.

We may be unable to meet certain contractual obligations or be forced to accept onerous terms in our contractual arrangements with customer.

The terms of our customer contracts are typically designed to limit our exposure to legal claims and damages related to our services. However, these limitations may not be enforceable under the laws of certain jurisdictions and may lead to liabilities against us. Assertion of one or more legal claims against us could have an adverse effect on our business and professional reputation.

Our customer contracts can typically be terminated without cause and with little or no notice or penalty, which could negatively impact our revenues and profitability.

Most of our customer contracts can be terminated with or without cause, normally with short notice and without termination-related penalties. Additionally, most of our agreements with customers are without any commitment to future work. Our business is dependent on the decisions and actions of our customers, and there are a number of factors relating to our customers that are outside our control that might result in the termination of a project or the loss of a customer. Any of these factors could adversely affect our revenues and profitability.

Certain contracts expose us to risks of quality and timeliness of delivery due to the non-performance by certain third party vendors.

In certain contracts, we are required to work with multiple third party vendors. In such cases, our delivery of the products and services to the customer could be adversely impacted by inadequate performance and/or failures of such third party vendors to meet quality and/or the scheduled timelines set by our customers. Any such failure by the third party vendor could result in a loss of our business or result in non-compliance with our contractual obligations and could materially or adversely affect our business, profits and results of operations.

Our fixed price contracts may expose us to additional risks, many of which are beyond our control, which could reduce our profitability.

Some of our customer contracts including purchase orders are on a fixed price basis. In 2004-05 and six months period ended September 30, 2005, we derived approximately 36% and 42% of our total revenues respectively from fixed price contracts. Any failure to accurately estimate the resources and time required for the performance of the contract or any failure to complete our contractual obligations within the performance levels committed could adversely affect our profitability.

We face a possible risk on account of not meeting our export obligations.

We have obtained several licenses under EPCG scheme. As per the licensing requirements under the said scheme, we are required export goods of a defined amount within a specific time period, failing which, we have to make payment to the Government of India equivalent to the duty benefit enjoyed by us under the said scheme along with interest.

Details of our export obligations under the above-mentioned licenses along with status of compliance with the export obligation are given in the following table:

(Rs. in Million)

Sr. No.	License No.	Date	Export Obligation Value	Obligation Period	Export obligation fulfilled till September 30, 2005	Balance Export Obligation
1	330006317	July 29, 2004	0.44	July 28, 2012	0.00	0.44
2	330006403	August 12, 2004	1.51	August 11, 2012	1.30	0.21
3	330007718	January 24, 2005	4.78	January 23, 2013	4.46	0.32
4	330008013	February 28, 2005	4.74	February 27, 2013	4.03	0.71
5	330009063	July 1, 2005	10.15	June 30, 2013	8.46	1.69
6	330009108	July 5, 2005	2.13	July 04, 2013	1.37	0.76
7	330009556	August 26, 2005	1.82	August 25, 2013	0.00	1.82
	Total		**25.57**		**19.62**	**5.95**

Further, we also have certain export obligations in relation to the advance licenses obtained under DEEC scheme. The status of compliance with the said obligations is given in the following table:

(Rs. in Million)

Sr. No.	License No.	Date	Export Obligation Value	Obligation Period	Export obligation fulfilled till September 30, 2005	Balance Export Obligation
1	310306872	December 13, 2004	3.55	December 12, 2006	0.00	3.55
2	310313460	January 24, 2005	4.49	January 23, 2007	3.74	0.75
3	310313463	January 24, 2005	2.52	January 23, 2007	1.23	1.29
4	310315204	February 04, 2005	4.69	February 03, 2007	2.17	2.52
5	310323391	March 28, 2005	2.35	March 27, 2007	0.00	2.35
6	310326404	April 19, 2005	13.18	April 18, 2007	10.45	2.73
7	310326386	April 18, 2005	4.65	April 17, 2007	3.78	0.87
8	310329128	May 06, 2005	100.45	May 05, 2007	0.00	100.45
9	310339086	July 13, 2005	105.72	July 12, 2007	0.00	105.72
	Total		**241.60**		**21.37**	**220.23**

Our cash flow has been negative in some years.

In the preceding five financial years, we had a negative cash flow in three financial years. In 2001-02, our negative cash flow was Rs. 14.04 million, while in 2002-2003 and 2004-2005, the corresponding figures were Rs. 0.66 million and Rs. 45.03 million. These negative cash flows in financial years 2001-2002 and 2002-2003 were mainly on account of capital expenditure in those years, while the negative cash flows in 2004-2005 were mainly on account of increase in current assets due to inventory build-up and receivables from customers. On account of the aforesaid or other factors, our cash flows in the future may be negative, which may hamper our ability to meet our financial obligations.

For execution of certain content development or printing products, we may be using certain essential intellectual property for which we may not have obtained prior permission.

During execution of printing and / or content development assignments, we may use certain intellectual property for which neither our customer nor we may have obtained prior permission. As a matter of industry practice, we do not monitor the ownership or rights to use intellectual property and rely on customer representations and warranties in this regard. This may expose us to claims from the owners of such intellectual property.

While developing content we may be using certain works available in public domain and we may not have the requisite licenses or permissions for use of such property. While we believe that this is accepted industry practice, we cannot assure that persons who own such intellectual property will not initiate any action against us for such use.

Regardless of whether claims that we are infringing any intellectual property rights have any merit, those claims could, *inter alia*:

i. adversely affect our relationships with current or future customers resulting in costly litigation;

ii. divert management's attention and resources;

iii. subject us to significant liabilities; and

iv. require us to enter into royalty or licensing agreements; and require us to cease certain activities.

An adverse ruling arising out of any intellectual property dispute could subject us to significant liability for damages, prevent us from developing some categories of products, or require us to negotiate licenses to disputed rights from third parties.

Global printing and content production houses may set up facilities in India.

One of our competitive advantages vis-à-vis our overseas competitors is the cost advantage we enjoy because of our base in India. The low cost structure in India may attract global printing and content production houses to set up base in India. In that case we may lose the cost advantage enjoyed by us today. This might also have an indirect impact on us like upward wage pressure.

Printing industry in India is highly fragmented and consists of several unorganised players.

The printing industry in India is highly fragmented and consists of several unorganised players. We have invested significantly in our infrastructure in our effort to move up the value chain. Many of these unorganised players may have a set-up and overheads that are significantly lower than ours, and may be able to offer certain products at the lower end of the value chain at a cheaper rate than us. We cannot assure that we will be able to compete, or compete effectively with these players, in relation to the products which may be offered by them.

We may continue to be controlled by our Promoters following this Issue and our other shareholders may not be able to influence the outcome of shareholder voting.

After the completion of the Issue, our Promoters and their relatives/group companies will collectively hold approximately 73.21% of the fully diluted post Issue equity capital. Consequently, our Promoters, their relatives, if acting jointly, may exercise substantial control over us and *inter alia* may have the power to elect and remove a majority of our Directors and/or determine the outcome of proposals for corporate action requiring approval of our Board of Directors or shareholders. Our Promoters and other Promoter group entities currently hold 7,671,812 Equity Shares in aggregate and they are restricted from transferring certain shares for a period of three years and the remaining shares for a period of one year, in accordance with the SEBI DIP Guidelines. The interest of our promoters may conflict with the interests of the other shareholders.

Our Articles of Association provide for certain rights and privileges in favour of M/s Repro Holding until such time the shareholding of M/s Repro Holding shall not be less than 10% of the total issued Equity Share capital of our Company. These privileges include right to appoint and substitute one third of the total number of Directors (including Chairman and Managing Director), attendance of at least one director nominated by M/s Repro Holding to constitute a valid quorum at the meeting of the Board, and requirement of an affirmative vote of at least one Director nominated by M/s Repro Holding to validate the decisions of the Board or Committees of the Board.

Further, under Article 157 of our Articles, our Company has acknowledged that M/s Repro Holding shall have the exclusive right, title and interest to the name “Repro” and that our Company shall use the same as the part of its name only with the permission of M/s Repro Holding. Our Company has undertaken and agreed that it has been allowed to use the word “Repro” in its name only so long as M/s Repro Holding owns not less than 10% of our issued equity share capital. In the event, the shareholding of M/s Repro Holding reduces to less than 10% in our Company, M/s Repro Holding shall be entitled to ask our Company to discontinue the use of the word “Repro” within 90 days thereof.

Any future issuance of Equity Shares by us or sale of our Equity Shares by our Promoters may impact the market price of our Equity Shares.

Any further issuance of substantial amounts of our Equity Shares by us or sale of our Equity Shares by our Promoters, adversely affect the market price of our Equity Shares and could impact our ability to raise capital through an offering of our securities. In addition any perception by investors that such issuances or sales might occur could also affect the market price of our Equity Shares.

We may not be sufficiently protected for certain losses that we may incur.

Although we attempt to limit and mitigate our liability for damages arising from negligent acts, errors or omissions through contractual provisions, the limitations of liability set forth in our contracts may not be enforceable in all instances or may not protect us from liability for damages. A successful assertion of one or more large claims against us could adversely affect our results of operations.

Valuations in the printing and content development industry may not be sustained in future and current valuations may not be reflective of future valuations for the industry.

We are engaged in providing services and products in the printing industry and content creation. We believe that there is no directly comparable listed company on the Indian Stock Exchanges. Valuations in the printing industry may not be sustained in future and current valuations may not be reflective of future valuations for the industry.

Our employees may unionise in future.

As on date, our employees are not represented by any labour union and currently we have not faced any union related problem. However, our employees may unionise in future. In that case, there may be restrictions on the flexibility of our labour policies.

As per the loan agreements entered into by us with our lenders, there are certain restrictions on us which may hamper our future business growth.

As per the loan agreements entered by us with our lenders, we are required to obtain prior consent from them in relation to certain issues which *inter alia* include altering our capital structure, change in our Board of Directors, acquisition of any assets or business. In case of our inability to obtain consent from our lenders in relation to the mentioned items or any delay in getting consent may force us to forego any business opportunity which may have adverse bearing on our future growth plan.

We have made applications for trademarks which are pending registration.

We have made three applications for registration of trademarks and two applications for registration of copyright which are pending registration. For more details, please see the section titled “Government Approvals” beginning on page 151 of this Red Herring Prospectus.

EXTERNAL RISK FACTORS

There may be changes in the regulatory framework that could adversely affect us.

The statutory and regulatory framework for the print and content development industry may face legislative changes in future. We presently do not know what the nature or extent of the changes will be and cannot assure that such changes will not have an adverse impact on our financial condition and results of operations. For a discussion on the regulatory framework governing our Company, please refer to the sub-section titled “Key Industry Regulations” on page no. 64 of this Red Herring Prospectus.

We are subject to various Indian and international taxes and avail of certain tax benefits offered by the Government of India and the State of Maharashtra and other states and countries in which we do business. Our profitability would decrease due to any adverse change in general tax policies or if the tax benefits were reduced or withdrawn.

Taxes and other levies imposed by the Government of India and/or the State of Maharashtra and other states and countries in which we do business that may affect the printing services: customs duties; central and state sales tax and other levies; income tax; value added tax; entry tax; turnover tax; service tax; and other new or special taxes and surcharges introduced on a permanent or temporary basis from time to time. For more details on the direct taxes, please refer “Statement of Tax Benefits” beginning on page 34 of this Red Herring Prospectus.

We currently take advantage of various income tax exemptions and deductions, which are applicable to companies engaged in export activities, some of which are only for a specified duration. The loss or unavailability of these benefits would increase our income tax obligations and have a material adverse effect on our after tax profits and cash flow.

If certain labour laws become applicable to us, our profitability may be adversely affected.

India has stringent labour legislations that protect the interests of workers, including legislation that sets forth detailed procedures for dispute resolution and employee removal and legislation that imposes certain financial obligations on employers upon retrenchment. Any change or modification in the existing labour laws may affect our flexibility in formulating labour related policies.

Wage pressures in India may prevent our Company from sustaining its competitive advantage and may reduce its profit margins.

Wage costs in India have historically been significantly lower than wage costs in the United States and Europe for comparably skilled professionals, which has been one of our Company's competitive strengths. However, wage increases in India may prevent our Company from sustaining this competitive advantage and may negatively affect our Company's profit margins. Compensation increases may result in a material adverse effect on our Company's business, results of operation and financial condition.

The appreciation of the Rupee against the US Dollar and GBP would have a material adverse effect on our results of operations.

Our Company has exposures to various foreign currencies primarily denominated in US Dollars and GBP on account of import of raw material and export of printing and content production services. The exchange rate between the Rupee and the US Dollar and GBP has changed substantially in recent years and may fluctuate substantially in future. While we currently hedge some of our foreign currency exposures to minimise the impact of fluctuating exchange rates, we cannot assure you that we will be able to effectively mitigate the adverse impact of currency fluctuations on the results of our operations.

Indian laws limit our ability to raise capital outside India and to enter into acquisition transactions with non-Indian companies.

Indian laws constrain our ability to raise capital outside India through the issuance of equity or convertible debt securities and restrict the ability of non-Indian companies to acquire us. Generally, any foreign investment in, or an acquisition of, an Indian company requires approval from the relevant government authorities in India, including the Reserve Bank of India. In addition, making investments in and/or the strategic acquisition of a foreign company by us requires various approvals from the Government of India and the relevant foreign jurisdiction, and we may not be able to obtain such approvals.

An economic downturn may negatively impair our Company's operating results.

Our export revenues are highly dependent on customers located in the United States & Canada, United Kingdom, Africa and Australia. Our export revenues from customer located in the United States & Canada, United Kingdom, Africa and Australia constitutes 12%, 30% and 35% for the financial year 2003-04, 2004-05 and six months period ended September 30, 2005.

Economic slowdowns and other factors that affect the economic health of these regions may affect our business. If there is an economic slowdown in these regions, our customers may reduce or postpone their contracts significantly, which may in turn lower the demand for our products and services and negatively affect our revenues and profitability.

Any temporary or permanent loss of equipment or systems, or any disruptions to basic infrastructure such as power and telecommunications would impede our ability to provide services to our customers and could expose us to liability claims.

The services we provide are often critical to our customers' businesses, and any failure to provide those services could result in a claim for substantial damages against us, regardless of our responsibility for that failure. Although we maintain redundancy facilities and communications links, disruptions could result from among other things, technical breakdowns, computer viruses and weather conditions. Any temporary or permanent loss of equipment or systems, or any disruptions to basic infrastructure such as power and telecommunications would impede our ability to provide services to our customers could expose us to liability claims and could have a material adverse effect on our reputation, results of operations, financial condition and cash flows.

Force majeure events, terrorist attacks and other acts of violence or war involving India, the United States or other countries could adversely affect the financial markets, result in a loss of customer confidence and adversely affect our business, results of operations, financial conditions and cash flows.

Certain events that are beyond our control, including the recent tsunami or seismically generated sea waves capable of considerable destruction, which affected several parts of South East Asia, including India and Sri Lanka on December 26, 2004 and terrorist attacks, such as the ones that occurred in New York and Washington, D.C., on September 11, 2001 and New Delhi on December 13, 2001, and other acts of violence or war (including civil unrest, military activity and hostilities among neighbouring countries, such as between India and Pakistan), which may involve India, the United States or other countries, may adversely affect worldwide financial markets, and could lead to economic recession. These acts may also result in a loss of business confidence and have other consequences that could adversely affect our business, results of operations and financial condition. More generally, any of these events could lower confidence in India. Any such event could adversely affect our financial performance or the market price of the Equity Shares.

Regional conflicts in South Asia could adversely affect the Indian economy, disrupt our Company's operations and cause its business to suffer.

South Asia has, from time to time experienced instances of civil unrest and hostilities among neighbouring countries, such as between India and Pakistan. In recent years there have been military confrontations along the India-Pakistan border. The potential for hostilities between the two countries is higher due to recent terrorist incidents in India, recent troop mobilisations along the border, and the aggravated geopolitical situation in the region. Military activity or terrorist attacks in the future could influence the Indian economy by disrupting communications and making travel more difficult. Such political tensions could create a greater perception that investments in Indian companies involve a higher degree of risk. This, in turn, could have a material adverse effect on the market for securities of Indian companies, including the Equity Shares and on the market for our Company's services.

We may be subject to economic, regulatory, political and military uncertainties in India and surrounding countries.

In the early 1990s, India experienced significant inflation, low growth in gross domestic product and shortages of foreign currency reserves. Since 1991, the Government of India has pursued policies of economic liberalisation, and has provided significant tax incentives and relaxed certain regulatory restrictions in order to encourage foreign investment in specified sectors of the economy. We cannot assure you that the liberalization policies will continue. Various factors, including a collapse of the present coalition government due to the withdrawal of support of coalition members, could trigger significant changes in India's economic liberalization and deregulation policies, disrupt business and economic conditions in India generally and our business in particular. Our financial performance and the market price of the Equity Shares may be adversely affected by changes in inflation, exchange rates and controls, interest rates, Government of India policies (including taxation policies), social stability or other political, economic or diplomatic developments affecting India in the future.

After this Issue, the price of the equity shares may be highly volatile, or an active trading market for the equity shares may not develop.

The prices of the Equity Shares on the Indian stock exchanges may fluctuate after this Issue as a result of several factors, including: volatility in the Indian and global securities market; our Company's results of operations and performance; performance of our Company's competitors, the Indian printing and content development industry, and the perception in the market about investments in the print and content development sector; adverse media reports on our Company or the Indian print and content development industry; changes in the estimates of our Company's performance or recommendations by financial analysts; significant developments in India's economic liberalization and deregulation policies; and significant developments in India's fiscal and environmental regulations.

There has been no public market for the Equity Shares and the prices of the Equity Shares may fluctuate after this Issue. There can be no assurance that an active trading market for the Equity Shares will develop or be sustained after this Issue, or that the prices at which the Equity Shares are initially traded will correspond to the prices at which the Equity Shares will trade in the market subsequent to this Issue.

NOTES TO RISK FACTORS

1. Public issue of 2,620,000 equity shares of Rs. 10 each at a price of Rs. [●] for cash aggregating Rs. [●] million (referred to as the "Issue"). The Issue would constitute 25% of the fully diluted post Issue paid-up capital of our Company.
2. The net worth of our Company was Rs. 315.28 million and Rs. 365.49 million as on March 31, 2005 and September 30, 2005 respectively as per our restated financial statements under Indian GAAP.
3. The NAV per Equity Share of Rs. 10 each was Rs. 40.12 and Rs. 46.51 as on March 31, 2005 and September 30, 2005 respectively as per our restated financial statements under Indian GAAP.

4. The average prices at which our Company has issued Equity Shares to our Promoters are given in the following table:

Name of the Promoter	Average price at which our Company has issued equity shares to respective promoters (in Rs.)
M/s Repro Holding	4.46
M/s Repro Finance	4.47
Mr. Vinod Inderjit Vohra	6.74
Mr. Sanjeev Inderjit Vohra	2.95
Mr. Dushyant Rajnikant Mehta	5.00
Mr. Mukesh Rajnikant Dhruve	3.60
Mr. Rajeev Inderjit Vohra	4.47
Col. Niranjan R Mehta	Nil
Ms. Sonia Mehta	3.59

5. Trading in Equity Shares of our Company shall be in dematerialised form only.

6. Any clarification or information relating to the Issue shall be made available by the BRLM and our Company to the investors at large and no selective or additional information would be available for a section of investors in any manner whatsoever. Investors may contact the BRLM and the Syndicate Members for any complaints pertaining to the Issue.

7. For details of our related party transactions, please refer to Annexure 5 of the Auditors' Report dated October 28, 2005 in "Section V: Financial Information" on page 90 of this Red Herring Prospectus.

8. Investors may note that in case of over-subscription in the Issue, allotment to Non-Institutional Bidders and Retail Individual Bidders shall be on a proportionate basis. For more information, please refer to the sub-section titled "Basis of Allotment" on page 181 of this Red Herring Prospectus.

9. Investors are advised to refer to the sub-section titled "Basis for Issue Price" on page 31 of this Red Herring Prospectus.

SECTION III: INTRODUCTION

BRIEF INDUSTRY OVERVIEW

GLOBAL SCENARIO

Globally, the Printing Industry is quite a fragmented industry spanning 300,000 enterprises employing 4.6 million people worldwide with an estimated turnover of USD 420 billion in 2003, which has grown from USD 62 billion in 1973. (Source : State of the Industry at Drupa 2004 – Ron Augustin, European Correspondent IPP).

From the point of view of end products, the printing industry can be broadly classified into three major categories namely publication printing, commercial printing and packaging printing. The revenues received by the commercial printing industry are defined as revenues received for services rendered to media and commercial end-users of the total printing industry. It is anticipated that the commercial printing industry will grow over the next five years to US$399.4 billion by 2009, reflecting a CAGR of 2%. (Source: Datamonitor, Report on Global Commercial Printing)

Publication printing comprises 42.86% share of the overall market for printing products and has historically been the driver of growth of consumption of printing products. Growth of the market for printing products is expected to continue to be dependent on the growth of publication printing to a large extent. (Source: State of the Industry at Drupa 2004 – Ron Augustin, European Correspondent IPP)

Within the global market, USA (revenues of about US $157 billion) and UK markets (revenues of £29 billion) are large and are now looking at outsourcing and increasing part of their demands from low cost economies and producers such as India, given their increasing cost base and domestic competition. (Source: 'Industry Trends – Graphic Arts Information Network http://www.gain.net/industry/index.html' and 'Product Market Study: Printing Services in United Kingdom, Matrade, London, March 2005')

The print service business is highly fragmented globally. Most of the players operate at the lowest end of the value chain, as spec and bid printers. Few have moved up the value chain to enhance their service offerings to the customers. The second stage of evolution is when print companies start providing fulfillment services under the contracts with clients, in addition to the basic printing and finishing services.

At the third stage companies incorporate value added services as a part of their client offerings. This takes into account the entire product life cycle and the role that the life cycle plays in helping customers to improve their internal business process.

The highest stage of evolution is when a company becomes a 'Content Process Outsourcing (CPO) partner for its clients. CPO involves outsourcing of an entire content intensive business process. In order to deliver CPO services, the print company is required to have an in-depth understanding of our customer's internal business process as well as the vertical industry.

A player in the print services business who is at the highest stage of evolution can earn as much as $10.40 out of the publishers' $20 budget for a book. This clearly brings out the importance for a printer to offer value added services. (Source: Charles, Charles & Associates – Industry Trends PIA/GATF website http://www.gain.net/PIA_GATF/GAMIS/bookchain.pdf)

The current turnover of the Indian Printing Industry is in the region of USD 11 billion. Almost half or USD 430 million was exported in 2004. (Source : Print Pack Publish Asia, August 2005)

According to a recent survey, the Indian printing industry in India has consistently outpaced GDP growth. Since 1989, the printing and packaging industries' collective growth has had a compound annual growth rate of over 14%. The growth has always been in double digits and significantly, always more than twice the GDP growth rate. (Source : - http://www.ipama.org/conferences.asp).

Some of the reasons for growth are advent of digital proofing technology, introduction of broadband telecom, signing of trade agreements giving Indian printers access to the overseas market in addition to lower domestic manpower costs and availability of skilled manpower. India is beginning to get accepted as a low cost reliable supplier of quality print solutions. India, with its design capabilities and creative talent, and low cost labour has the potential to become one of the global sourcing destinations.

Content outsourcing is another large opportunity for India with content services emerging as a potentially large BPO service offering from India. A large potential for the content outsourcing business can be driven by India's low cost talent pool, design and creative capabilities, domain & English language knowledge.

BRIEF BUSINESS OVERVIEW

We have grown by creating print services for the growing needs of our clients and enhancing the value of our services. Our print services to our customers range from creative and designing, sourcing and procurement, printing and production, warehousing, assembly and despatch to customer promotions.

Integration of our printing services with our clients' business processes have helped us emerge as a business partner meeting their strategic objectives rather than a mere vendor in most of our relationships. In doing so we have become an integral part of our client's team.

We are one of the few integrated end-to-end printing service providers based out of India. Our clients include publishing houses, corporates, software companies etc. both in the domestic and export market.

Our sales have grown from Rs. 589.04 million in the year 2000-01 to Rs. 866.40 million in the year 2004-05 registering a CAGR of 10.13%. We entered the export markets as recently as 2003-04 and by 2004-05; the same contributed 30% of our total revenues.

As an integrated end-to-end printing service provider, we have already developed expertise in the field of content creation. Going forward, we intend to leverage our expertise in content creation in order to capitalise the growing opportunities especially from international markets.

In our opinion, we are well poised to benefit growing international trend of outsourcing print and related services like content creation from countries like India.

OUR COMPETITIVE ADVANTAGES

Our capability to offer a broad range of value added services apart from just printing enables our clients to focus on their core competencies, improve their productivity and tailor their processes to achieve a competitive advantage. Our printing services include the following:

- **Integrated end-to-end print services –** We have established strategic and long term relationships with our clients by providing them a "one-stop solution" so that they can outsource part or all of their business processes requiring printing services right from content creation and development of the product to the procurement of materials for these products and production, packaging, warehousing and delivery of those products to their end customers.
- **Conceptualising value added service offerings –** With our vast experience in using global manufacturing and business fulfillment models, we are able to apply new business concepts to meet our clients' requirements. Our knowledge of our client's businesses and processes enables us to conceptualise and configure manufacturing and service offerings and to communicate the value of these concepts to clients to help them achieve their strategic objectives.
- **Creation and management of content across multiple media –** Since we are on a Digital / PDF workflow we have the capability to replicate products across multiple media such as print, CD, web, archiving/ cataloguing, etc. Our services include content creation, enhancement, product standardization and innovation. It involves activities such as conceptualizing, designing, writing and editing illustrations, colouring and imaging, creating templates, desktop publishing and typesetting.
- **Ability to manage complex processes –** Providing print services is a complex business involving diverse processes, types of media, finishes, and solutions requiring pre and post press activities, making each order unique. We also have the skill sets to manage the supply chain to complete complex order fulfillment processes.
- **International market presence –** We have already built up an overseas presence. We have explored and completed relationship based businesses in large publishers in UK, USA and Africa. Exports contributed 30% of our total revenues in the second year of our international operations.
- **Management of business surges/volatility/scalability of operations –** A dynamic market requires companies to increasingly seek to outsource large-scale production and content development. Companies often experience both expected and unexpected surges in demand because of introduction of new product releases, updates and version changes, tactical growth objectives etc. With a scalable and flexible manufacturing and service model, we are able to ramp up capacities to meet these surges in demand.

- **Development of unique knowledge skills –** As a business partner handling outsourcing activities for our clients, we have an understanding of specific vertical industries and client requirements. To meet these, we have developed a knowledge base of organisational as well as individual skills. These skills backed by systems and processes lead to a unique service offering. Thus, we incorporate skills as diverse as value engineering, creative and content creation, format creation, R&D skills, version management, conceptualising promotions, etc as a part of our solutions.
- **Applying business models and skills to new clients and new business segments –** Having developed the requisite knowledge base, experience, expertise and skill sets in the print and content services arena, we are able to apply these to new clients in our existing segments – as well as to new segments, thus creating new markets and opportunities.
- **Strong R&D & Innovation Standards –** Our R&D and innovation team is focused on creating new products and solutions to meet our customers requirements and keeps us abreast of changing technologies using: -
  - **Knowledge Performance –** To reap more benefits from creating knowledge and bringing ideas to market.
  - **Skills** – ensuring that we have enough highly qualified people with the skills for a vibrant, knowledge-based company in the years to come.
  - **The Innovation Environment –** modernizing our business and policies to support and recognise innovation excellence.
- **Strong Customer Relationships –** Due to the nature of our business, we interact with the top management of our clients and have over the years built up strong client relationships. In addition to this, we are involved in the product life cycle of our client's end products, resulting in an enduring client relationship with a growing customer capital.

  It is essential for any company to have very close links with its customer, to understand their needs, address their grievances and maintain levels of service. In the entire business outsourcing process we act as a link between our client and the client's end-user segment. We provide this crucial link between our client and their end-user by helping them meet their strategic objectives of – cost efficiency, time to market and consistent quality of product.
- **Trusted track record –** Due to such a position in the client's operations cycle, we form an integral part of the client's business. As a result of all this it becomes difficult for the client to replace us with any other provider of services. In view of our outsourcing track record we command a reputation in the market which makes it difficult for any new player who comes in to compete with us.

OUR SEGMENTS AND PRODUCTS

We have developed our segments and products in such a fashion that it caters to the needs of the three major user groups of our services i.e. publishing houses, corporates and software companies. Some of our clients in USA, UK, Africa and India include publishing houses such as Alligator Books Limited, Heinneman Educational Books (Nigeria) Plc., Modern Publishing Inc., Orient Longman Private Limited, Oxford University Press; software companies such as Microsoft Inc., Lenovo India Private Limited (formerly IBM's Personal Computers Division); and corporates such as Tata Steel Limited, Tata Consultancy Services Limited, Satyam Computer Services Limited, Wipro Limited, Nokia, etc.

Products and services for the publishing industry:

For our publishers in India and abroad, we offer solutions for:

1. Publishing - educational and learning books, children retail books (range of formats), paper backs, catalogues, calendars and stationery,
2. Magazines, broadsheets etc.

Products and services for the corporate clients:

For our corporate clients, we offer:

1. Shareholder Relationship Management programmes
2. Customer Relationship Management programmes.

Products and services for clients in the IT industry:

For IT industry, we offer products like:

1. Packaged software
2. Educational manuals

THE FUTURE

The strategies for our growth in future are:

1. Adding on new clients in India and abroad and increasing the geographical spread of the clients that we acquire.
2. Enhancing products and services vertically to existing clients and/or offering new services to new clients.
3. Moving into even higher value added areas such as providing content services to our clients globally.

THE ISSUE

Equity Shares to be issued:	
Issue	2,620,000 Equity Shares, constituting 25% of the fully diluted post Issue paid-up capital of our Company
Comprising:	
Qualified Institutional Buyers Portion	1,310,000 Equity Shares, constituting up to 50% of the Issue, (Allocation on a proportionate basis)
of which:	
No. of Equity Shares available for allocation to Mutual Funds	65,500 Equity Shares (Allocation on a proportionate basis)
Balance no. of Equity Shares available for allocation to all QIBs including Mutual Funds	1,244,500 Equity Shares (Allocation on a proportionate basis)
Non Institutional Bidders Portion	At least 393,000 Equity Shares, constituting not less than 15% of the Issue (Allocation on a proportionate basis)
Retail Individual Bidders Portion	At least 917,000 Equity Shares, constituting not less than 35% of the Issue (Allocation on a proportionate basis)
Equity Shares outstanding prior to the Issue	7,859,112 Equity Shares
Equity Shares outstanding after the Issue	10,479,112 Equity Shares
Objects of the Issue	The proceeds of the Issue would be used for capital expenditure for enhancement of existing printing facility, setting up new printing facility at Navi Mumbai Special Economic Zone, setting up infrastructure for CPO, meeting working capital requirement for expansion, meeting general corporate purpose and meeting issue expense. For more information, please refer to the section titled "Objects of the Issue" beginning on page 22 of this Red Herring Prospectus.

SELECTED FINANCIAL DATA OF OUR COMPANY

The following table sets forth summary financial information derived from our restated financial statements as of and for the fiscal years ended March 31, 2001, 2002, 2003, 2004 and 2005, and half year ended September 30, 2005 prepared in accordance with Indian GAAP and SEBI Guidelines, and as described in the Statutory Auditors' report dated October 28, 2005 included in the section titled "Financial Statements" on page 90 of this Red Herring Prospectus and should be read in conjunction with those financial statements and the notes thereto.

SUMMARY BALANCE SHEET, AS RESTATED

(Rs. in Million)

	Particulars	As at September 30, 2005	As at March 31, 2005	As at March 31, 2004	As at March 31, 2003	As at March 31, 2002	As at March 31, 2001
A	**Fixed Assets**						
	Gross Block	756.79	722.71	672.69	557.28	567.51	542.54
	Less: Accumulated Depreciation	250.06	231.23	194.49	164.42	139.29	114.50
	Net Block	506.73	491.48	478.20	392.86	428.22	428.04
	Capital Work in Progress	6.65	-	2.21	1.72	0.81	0.88
		513.38	**491.48**	**480.41**	**394.58**	**429.03**	**428.92**
B	**Investments**	-	-	0.16	0.16	0.16	0.16
C	**Deferred Tax Asset**	-	-	-	-	-	-
D	**Current Assets, Loans and Advances**						
	Inventories	135.00	112.51	67.77	75.43	68.60	75.15
	Sundry Debtors	302.09	261.07	225.61	177.31	139.61	147.27
	Cash and Bank Balances	31.73	27.25	72.28	8.09	8.75	22.79
	Other Current Assets	0.38	0.22	0.09	9.58	0.49	0.35
	Loans and Advances	82.14	62.16	41.44	32.53	34.55	28.95
		551.34	**463.21**	**407.19**	**302.94**	**252.00**	**274.51**
E	**Liabilities and Provisions**						
	Secured Loans	412.65	409.76	257.70	276.11	281.36	317.63
	Deferred Payment Credits	-	-	-	0.22	3.54	6.30
	Unsecured Loans	1.29	1.55	101.94	3.99	6.71	2.36
	Current Liabilities	193.15	127.20	149.14	69.22	50.51	54.14
	Provisions	0.20	9.35	9.26	9.20	0.23	12.99
	Deferred Tax Liability	91.94	91.55	90.21	86.23	83.33	91.69
		699.23	**639.41**	**608.25**	**444.97**	**425.68**	**485.11**
F	**Net Assets [A+B+C+D-E]**	**365.49**	**315.28**	**279.51**	**252.71**	**255.51**	**218.48**
	Represented by:						
	Share Capital	78.59	78.59	78.59	78.59	78.59	78.59
	Issued, Subscribed and Paid Up	78.59	78.59	78.59	78.59	78.59	78.59
	Reserves and Surplus	16.19	16.19	11.73	8.11	8.11	6.11
	Profit and Loss Account	271.04	220.91	189.73	166.69	169.63	136.51
		287.23	237.10	201.46	174.80	177.74	142.62
	Less: Miscellaneous Expenditure (to the extent not written off)	0.33	0.41	0.54	0.68	0.82	2.73
	Net Worth	**365.49**	**315.28**	**279.51**	**252.71**	**255.51**	**218.48**

STATEMENT OF PROFIT AND LOSS, AS RESTATED

(Rs. in Million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Sales (Including Export Incentives)	534.73	866.40	815.38	716.56	609.40	589.04
Other Income	1.59	3.30	2.87	0.99	1.08	4.07
Increase / (decrease) in stock	8.97	(0.34)	(4.73)	(4.94)	(10.22)	18.67
TOTAL INCOME	**545.29**	**869.36**	**813.52**	**712.61**	**600.26**	**611.78**
Expenditure						
Cost of Materials	296.06	485.23	462.93	381.90	302.86	283.35
Employees Cost	45.32	88.26	81.91	73.12	72.55	63.50
Other Manufacturing Expenses	47.06	72.62	87.66	57.91	46.07	50.50
Operating and Administrative Expenses	38.68	81.53	70.51	68.74	56.08	57.12
Selling and Distribution Expenses	7.39	20.04	12.42	12.15	12.62	9.65
Interest Expense (net)	14.53	24.47	18.26	27.03	36.10	48.68
Depreciation	20.04	36.88	30.55	28.15	27.05	25.99
	469.08	**809.03**	**764.25**	**649.00**	**553.33**	**538.79**
Profit/(Loss) before Tax and Prior Period Item	76.21	60.33	49.27	63.61	46.93	72.99
Prior Period expenses	-	-	-	-	8.12	-
Profit/(Loss) before Tax	76.21	60.33	49.27	63.61	38.81	72.99
Provision for taxation						
Current Taxes	24.47	14.50	10.08	14.50	6.99	6.86
Fringe Benefit Tax	1.22	-	-	-	-	-
Deferred Taxes	0.39	1.23	2.98	3.47	-	-
Earlier Year	-	0.02	0.00	(0.11)	-	0.04
Total	**26.08**	**15.75**	**13.06**	**17.86**	**6.99**	**6.90**
Profit/(Loss) for the year (A)	**50.13**	**44.58**	**36.21**	**45.75**	**31.82**	**66.09**
ADJUSTMENTS:						
Prior Period Items	-	0.11	-	(0.11)	8.12	(6.41)
Excess /(short) provision of Income Tax relating to earlier year provisions	-	0.02	(0.02)	(0.11)	-	0.11
Changes in Accounting policies	-	-	0.35	0.35	(0.19)	(0.52)
Deferred Tax Adjustment	-	(0.11)	(1.01)	0.57	8.36	(6.62)
Total of adjustments	**-**	**0.02**	**(0.68)**	**0.70**	**16.29**	**(13.44)**
Net Profit after adjustments	**50.13**	**44.60**	**35.53**	**46.45**	**48.11**	**52.65**

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Profit brought forward from Previous year	220.91	189.73	166.69	169.63	136.51	177.59
Deferred Tax Liability as at 01.04.2000	-	-	-	-	-	(85.07)
Impairment Loss	-	-	-	(40.53)	-	-
Profit available for appropriation	**271.04**	**234.33**	**202.22**	**175.55**	**184.62**	**145.17**
Appropriations						
Transfer to General Reserve	-	4.46	3.62	-	2.00	-
Proposed Dividend	-	7.86	7.86	7.86	-	7.86
Interim Dividend	-	-	-	-	11.79	-
Tax on Dividend	-	1.10	1.01	1.00	1.20	0.80
Total	**-**	**13.42**	**12.49**	**8.86**	**14.99**	**8.66**
Balance carried forward to Balance Sheet	**271.04**	**220.91**	**189.73**	**166.69**	**169.63**	**136.51**

GENERAL INFORMATION

INCORPORATION AND CHANGE OF NAME

We were originally formed as a partnership firm under the name and style of M/s Repro under a partnership deed dated July 23, 1984 as amended by a partnership deed dated May 1, 1991. M/s Repro was incorporated as Repro Press Private Limited on April 1, 1993 under part IX of the Act in the State of Maharashtra, under Registration No. 11-71431 of 1993-94.

With effect from February 9, 1995, we changed our name to Repro India Private Limited and a fresh certificate of incorporation consequent to the change of name was issued by the Registrar of Companies, Maharashtra. We again changed our name to Repro India Limited and a fresh certificate of incorporation consequent to the change of name was issued by the Registrar of Companies, Maharashtra on February 14, 1995.

REGISTERED AND CORPORATE OFFICE

Repro India Limited
Marathe Udyog Bhavan, 2nd Floor,
Appasaheb Marathe Marg,
Prabhadevi,
Mumbai 400 025
Tel: +91 22 2430 8851 / 2431 3526
Fax: +91 22 2437 4531
Web site: www.reproindialtd.com
Email: repro.ipo@reproindialtd.com

ADDRESS OF ROC

The Registrar of Companies
'Everest' Building, 100, Marine Drive,
Mumbai – 400 002,
Maharashtra
Tel: +91-22-22812627/ 22812645

BOARD OF DIRECTORS

The Board of Directors of Repro currently comprises the following persons:

Mr. Vinod Inderjit Vohra, Chairman

Mr. Sanjeev Inderjit Vohra, Managing Director

Mr. Dushyant Rajnikant Mehta, Whole Time Director

Mr. Mukesh Rajnikant Dhruve, Whole Time Director

Mr. Rajeev Inderjit Vohra, Whole Time Director

Mr. Alyque Jay Padamsee, Non-Executive Director

Dr. Jamshed J. Irani, Non-Executive Director

Mr. Nassereddin Mukhtar Munjee (Nasser Munjee), Non-Executive Director

Mr. Sanjay Khatau Asher, Non-Executive Director

Mr. Ullal R. Bhat, Non-Executive Director

For more details on our Directors, please refer to the sub-section titled "Management" on page 68 of this Red Herring Prospectus.

CHAIRMAN AND MANAGING DIRECTOR

Mr. Vinod Inderjit Vohra is the Chairman of our Company. Mr. Sanjeev Inderjit Vohra is the Managing Director.

CHIEF FINANCIAL OFFICER

Mr. Mukesh Rajnikant Dhruve
Plot No. 50/2, T.T.C. Industrial Area,
MIDC, Mahape
Navi Mumbai 400 710
Tel: +91 22 2778 2011
Fax: +91 22 2778 2038
Email : mukesh@reproindialtd.com

COMPLIANCE OFFICER AND COMPANY SECRETARY

Mr. K. Venkataraman
Plot No. 50/2, T.T.C. Industrial Area,
MIDC, Mahape,
Navi Mumbai 400 710
Tel: +91 22 2778 2011
Fax: +91 22 2778 2038
Email : investor@reproindialtd.com

Investors can contact the Compliance Officer or the Registrar in case of any pre-Issue or post-Issue related problems, such as non-receipt of letters of allocation, credit of allotted Equity Shares in the respective beneficiary accounts or refund orders etc.

LEGAL ADVISOR TO THE ISSUE

M/s. Crawford Bayley & Co.
Advocates, Solicitors & Notaries
State Bank Buildings, 4th Floor
N.G.N. Vaidya Marg, Fort
Mumbai 400 023
Tel : +91 22 2266 3713
Fax : +91 22 2266 0355/0986
Email : sanjay.asher@crawfordbayley.com

LEGAL ADVISOR TO THE UNDERWRITERS

M/s. ANS Law Associates
Advocates & Solicitors
41-A Filmcenter, 4th Floor
68, Tardeo Road,
Mumbai 400 034
Tel : +91 22 5660 4761
Fax : +91 22 5660 4763
Email: anslaw@vsnl.net

BANKERS TO THE COMPANY

Export-Import Bank of India
Centre 1 Building
21st Floor, World Trade Center Complex, Cuffe Parade,
Mumbai 400 005
Tel: +91 22 2218 5272
Fax: +91 22 2218 3238

ING Vysya Bank Limited
(Opera House Branch)
Regional Office
Poonam Chambers
A-Wing, Ground Floor,
Dr. Annie Besant Road,
Worli, Mumbai 400 018
Tel: +91 22 5666 6489
Fax: +91 22 5666 6446

Standard Chartered Bank
Fort Branch
90, Mahatma Gandhi Road, Fort,
Mumbai – 400 001
Tel : +91 22 2268 3130
Fax: +91 22 2262 4912

State Bank of Travancore
Corporate Finance Branch
112-115 Tulsiani Chambers,
1st Floor, West Wing,
Nariman Point, Mumbai 400 021
Tel: +91 22 3028 7008
Fax: +91 22 3028 7014

BOOK RUNNING LEAD MANAGER

Enam Financial Consultants Private Limited
801, Dalamal Towers, Nariman Point
Mumbai 400 021
Tel: +91 22 5638 1800
Fax: +91 22 2284 6824
Contact Person: Mr. Santanu Nath Bhaumik
Email: repro.ipo@enam.com
Website: www.enam.com

SYNDICATE MEMBER

Enam Securities Private Limited
Khatau Building, 2nd Floor
44B Bank Street,
Off Shaheed Bhagat Singh Road, Fort
Mumbai 400 063
Tel: +91 22 2267 7901
Fax: +91 22 2266 5613
Contact Person: Mr. M Natarajan

REGISTRAR TO THE ISSUE

Intime Spectrum Registry Limited
C-13, Pannalal Silk Mills Compound,
L.B.S. Marg, Bhandup (W),
Mumbai – 400 078
Tel : +91 22 5555 5491-94
Fax : +91 22 5555 5499
Email : repro@intimespectrum.com
Website: www.intimespectrum.com
Contact Person: Mr. Vishwas Attavar

BANKERS TO THE ISSUE AND ESCROW COLLECTION BANKS

HDFC Bank Limited
Manekji Wadia Building
Nanik Motwani Marg,
Mumbai – 400 023
Tel: +91 22 5657 3663
Fax: +91 22 2267 1661
Email: tanmay.mathkar@hdfcbank.com

Standard Chartered Bank
270, D.N. Road, Fort,
Mumbai 400 001
Tel: +91 22 2209 2216
Fax: +91 22 2209 6068
Email: banhid.bhattacharya@in.standardchartered.com

STATUTORY AUDITORS TO THE COMPANY

M/s. RSM & Co., Chartered Accountants
Ambit RSM House,
449 Senapati Bapat Marg,
Lower Parel,
Mumbai – 400 013
Tel : +91 22 3982 1819
Fax : +91 22 3982 3020
Email : vijaybhatt@rsmin.com

INTER SE ALLOCATION OF RESPONSIBILITIES OF THE BOOK RUNNING LEAD MANAGER (BRLM)

Since Enam is the sole BRLM for this Issue, they will be responsible for all the following activities:

- Capital structuring with the relative components and formalities
- Due diligence of the Company’s operations / management / business plans/legal documents etc.
- Drafting and Design of Issue Document and of statutory advertisement including memorandum containing salient features of the Prospectus. Compliance with stipulated requirements and completion of prescribed formalities with Stock Exchange, Registrar of Companies and SEBI
- Drafting and approval of all publicity material other than statutory advertisement as mentioned above including corporate advertisement, brochure, etc.
- Appointment of Registrar, Bankers, Printer and Advertising agency
- Institutional Marketing Strategy – Finalisation of the list of investors for one to one meetings in consultation with the Company
- Retail /Non-Institutional Marketing Strategy – Finalise centres for holding conference for brokers etc, Finalise media, marketing and PR strategy, Follow up on distribution of publicity and issue materials including form, prospectus and deciding on the quantum of the Issue material, Finalise Collection orders.
- Managing the Book and Co-ordination with Stock Exchanges
- Pricing
- The post bidding activities including management of escrow accounts, co-ordination of allocation, intimation of allocation and despatch of refunds to bidders
- The post Issue activities of the Issue will involve essential follow up steps, which must include finalisation of listing of instruments and despatch of certificates and refunds, with the various agencies connected with the work such as Registrar to the Issue, Bankers to the Issue and the bank handling refund business. BRLM shall be responsible for ensuring that these agencies fulfill their functions and enable him to discharge this responsibility through suitable agreements with the Issuer Company.

The selection of various agencies like Registrar to the Issue, Bankers to the Issue, Bank Collection Centres, Legal Advisor to the Issue, Underwriters to the Issue, Advertising Agencies, Public Relations Agencies etc. will be or have been finalised by the Company in consultation with Enam.

CREDIT RATING

As this is an issue of Equity Shares there is no credit rating for this Issue.

TRUSTEES

As this is an issue of Equity Shares, the appointment of Trustees is not required.

MONITORING AGENCY

There is no requirement for a monitoring agency in terms of Clause 8.17 of the SEBI DIP Guidelines. We have constituted a Project Management Committee to monitor the use of the proceeds of the Issue. Please refer to the sub-section titled "Objects of the Issue" on page 22 of this Red Herring Prospectus.

WITHDRAWAL OF THE ISSUE

Our Company, in consultation with the BRLM, reserves the right not to proceed with the Issue anytime after the Bid/Issue Opening Date without assigning any reason therefore.

In the event of withdrawal of the Issue anytime after the Bid/Issue Opening Date, our Company will forthwith repay, without interest, all monies received from the applicants in pursuance of this Red Herring Prospectus. If such money is not repaid within 8 days after our Company become liable to repay it, i.e. from the date of withdrawal, then our Company, and every Director of our Company who is an officer in default shall, on and from such expiry of 8 days, be liable to repay the money, with interest at the rate of 15% per annum on application money.

BOOK BUILDING PROCESS

Book building refers to the collection of Bids from investors, which is based on the Price Band, with the Issue Price being finalised after the Bid/Issue Closing Date. The principal parties involved in the Book Building Process are:

1. The Company.
2. The Book Running Lead Manager; and
3. The Syndicate Members who are intermediaries registered with SEBI or registered as brokers with the Stock Exchange (s) and eligible to act as underwriters. The BRLM appoints the Syndicate Members.

The SEBI DIP Guidelines has permitted an issue of securities to the public through the 100% Book Building Process, wherein up to 50% of the Issue shall be available for allocation to QIBs on a proportionate basis out of which 5% shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Qualified Institutional Buyers Portion shall be available for allocation on a proportionate basis to all Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue price. Further, not less than 15% of the Issue shall be available for allotment to Non Institutional Bidders and not less than 35% of the Issue shall be available for allotment to Retail Individual Bidders on a proportionate basis, subject to valid Bids being received at or above the Issue Price. We will comply with the SEBI DIP Guidelines for this Issue. In this regard, we have appointed the BRLM to procure subscriptions to the Issue.

The process of book building, under SEBI DIP Guidelines, is relatively new and the investors are advised to make their own judgment about investment through this process prior to making a Bid in the Issue. Pursuant to recent amendments to SEBI DIP Guidelines, QIBs are not allowed to withdraw their Bid after the Bid/Issue Closing Date. Please refer to the section entitled "Terms of the Issue" on page 162 of this Red Herring Prospectus for more details.

Steps to be taken by the Bidders for bidding:

- Check whether he/she is eligible for bidding;
- Bidder necessarily needs to have a demat account; and

- Ensure that the Bid cum Application Form is duly completed as per instructions given in this Red Herring Prospectus and in the Bid cum Application Form.

UNDERWRITING AGREEMENT

After the determination of the Issue Price and prior to filing of the Prospectus with the RoC, we will enter into an Underwriting Agreement with the Underwriters for the Equity Shares proposed to be issued through the Issue. It is proposed that pursuant to the terms of the Underwriting Agreement, the BRLM shall be responsible for bringing in the amount devolved in the event that the Syndicate Members do not fulfill their underwriting obligations.

The Underwriters have indicated their intention to underwrite the following number of Equity Shares:

(This portion has been intentionally left blank and will be filled in before filing of the Prospectus with the RoC)

(Rs. in Million)

Name and Address of the Underwriters	Indicated Number of Equity Shares to be Underwritten	Amount Underwritten
Enam Financial Consultants Private Limited 801, Dalamal Towers, Nariman Point, Mumbai 400 021 Tel: +91 22 5638 1800 Fax: +91 22 2284 6824 Contact Person: Mr. Santanu Nath Bhaumik Email: repro.ipo@enam.com Website: www.enam.com	[●]	[●]
Enam Securities Private Limited Khatau Building, 2nd Floor 44B Bank Street, Off Shaheed Bhagat Singh Road, Fort Mumbai 400 063 Tel: +91 22 2267 7901 Fax: +91 22 2266 5613 Contact Person: Mr. M Natarajan	[●]	[●]

The above Underwriting Agreement is dated [●].

In the opinion of our Board of Directors (based on a certificate given by the Underwriters), the resources of all the above mentioned Underwriters are sufficient to enable them to discharge their respective underwriting obligations in full. All the above-mentioned Underwriters are registered with SEBI under Section 12(1) of the SEBI Act or registered as brokers with the Stock Exchange (s). Our IPO Committee, at their meeting held on [●], have accepted and entered into the Underwriting Agreement mentioned above on behalf of our Company.

Allocation among Underwriters may not necessarily be in proportion to their underwriting commitments. Notwithstanding the above table, the BRLM and the Syndicate Members shall be responsible for ensuring payment with respect to Equity Shares allocated to investors procured by them. In the event of any default in payment, the respective Underwriter, in addition to other obligations defined in the Underwriting Agreement, will also be required to procure/subscribe to the extent of the defaulted amount.

CAPITAL STRUCTURE

Financial data presented in this Section is derived from our unconsolidated financial statements prepared in accordance with Indian GAAP.

Share capital as at the date of filing of the Red Herring Prospectus with RoC is set forth below:

		Nominal Value (Rs.)	Aggregate Value (Rs.)
A.	**Authorised Capital**[1]		
	25,000,000 Equity Shares of Rs. 10 each	250,000,000	
B.	**Issued, Subscribed and Paid-up Capital before the Issue**		
	7,859,112 Equity Shares of Rs. 10 each	78,591,120	
C.	**Present Issue to the Public in terms of this Red Herring Prospectus**		
	2,620,000 Equity Shares of Rs. 10 each	26,200,000	[●]
D.	**Post Issue Paid-up Equity Share Capital**		
	10,479,112 Equity Shares of Rs. 10 each	104,791,120	
E.	**Share Premium Account**		
	Before the Issue	Nil	
	After the Issue[2]	[●]	

NOTES TO THE CAPITAL STRUCTURE

1. Share Capital History of our Company:

Date of Allotment	Number of Equity Shares	Cumulative Equity Shares	Face Value per Equity Share (Rs.)	Issue price per Equity Share (Rs.)	Nature of payment of Consideration	Reasons for Allotment Capital	Cumulative Paid-up Premium (Rs. in Mn.)	Cumulative Share (Rs. in Mn.)
April 6, 1993	1,000,000	1,000,000	10	10		Conversion of firm into private limited company	10.00	Nil
March 4, 1994	1,008,800	2,008,800	10	10	Cash	Fresh issuance of shares	20.09	Nil
March 16, 1994	30,000	2,038,800	10	10	Cash	Fresh issuance of shares	20.39	Nil
May 3, 1994	1,320,000	3,358,800	10	10	Cash	Fresh issuance of shares	33.59	Nil
September 20, 1994	20,000	3,378,800	10	10	Cash	Fresh issuance of shares	33.79	Nil

[1] Our Authorised Capital was increased from Rs. 10 Million divided into 1,000,000 Equity Shares of Rs. 10 each to Rs. 35 Million divided into 3,500,000 Equity Shares of Rs. 10 each vide shareholders' resolution dated January 10, 1994. Further, our Authorised Capital was increased to Rs. 60 Million divided into 6,000,000 Equity Shares of Rs. 10 each vide shareholders' resolution dated October 24, 1994. Subsequently, our Authorised Share Capital was further increased to Rs. 250 Million divided into 25,000,000 Equity Shares of Rs. 10/- each vide shareholders' resolution dated February 15, 2000.

[2] The share premium account will be determined after finalisation of issue price through Book Building process.

Date of Allotment	Number of Equity Shares	Cumulative Equity Shares	Face Value per Equity Share (Rs.)	Issue price per Equity Share (Rs.)	Nature of payment of Consideration	Reasons for Allotment Capital	Cumulative Paid-up Premium (Rs. in Mn.)	Cumulative Share (Rs. in Mn.)
December 10, 1994	405,456	3,784,256	10	NA	Bonus	Fresh issuance of shares in ratio of 3:25	37.84	Nil
March 26, 1995	127,800	3,912,056	10	10	Cash	Fresh issuance of shares	39.12	Nil
March 30, 2000	17,500	3,929,556	10	NA	Share swap	Fresh issuance of shares as per the Scheme of Amalgamation [3]	39.30	Nil
March 30, 2000	3,929,556	7,859,112	10	NA	Bonus	Fresh issuance of shares in ratio of 1:1	78.59	Nil

2. Promoters Contribution and Lock-in:

In terms of SEBI Guidelines, the shareholding of Promoters would be locked-in for a period of three years as follows:

Name	Date of allotment/ acquisition	Date when made fully paid-up	Consideration	Number of Equity Shares	Face Value	Allotment Price/ Acquisition Price	% of the Post Issue paid-up capital	Lock-in period
M/s Repro Holding[4]	March 30, 2000	March 30, 2000	Bonus	661,800	10	-	6.32%	3 years
Sub-Total				661,800			6.32%	
M/s Repro Finance[5]	March 30, 2000	March 30, 2000	Bonus	865,246	10	-	8.26%	3 years
Sub-Total				865,246			8.26%	
Mr. Vinod Inderjit Vohra	March 30, 2000	March 30, 2000	Bonus	91,000	10		0.87%	3 years
Sub-Total				91,000			0.87%	
Mr. Sanjeev Inderjit Vohra	March 30, 2000	March 30, 2000	Bonus	95,000	10	-	0.91%	3 years
Sub-Total				95,000	-	-	0.91%	
Rajeev Inderjit Vohra	March 30, 2000	March 30, 2000	Bonus	85,982	10	-	0.82%	3 years
Sub-Total				85,982		-	0.82%	
Dushyant Rajnikant Mehta	March 30, 2000	March 30, 2000	Bonus	91,400	10	-	0.87%	3 years
Sub-Total				91,400		-	0.87%	
Mukesh Rajnikant Dhruve	March 30, 2000	March 30, 2000	Bonus	83,000	10	-	0.79%	3 years
Sub-Total				83,000	10	-	0.79%	
Col. Niranjan R Mehta	March 30, 2000	March 30, 2000	Bonus	57,500	10	-	0.55%	3 years
Sub-Total				57,500		-	0.55%	
Mrs. Sonia Mehta	March 30, 2000	March 30, 2000	Bonus	65,000	10	-	0.62%	3 years
Sub-Total				65,000		-	0.62%	
Grand Total				2,095,928			20.00%	

[3] *Vide* a Scheme of Amalgamation sanctioned by the High Court of Mumbai on March 13, 2000, Repro Printers and Binders Private Limited and Repro Reproduction and Binders Private Limited were amalgamated with our Company. Pursuant to the said Scheme, an aggregate of 17,500 Equity Shares of our Company were issued to the shareholders of Repro Printers and Binders Private Limited and Repro Reproduction and Binders Private Limited.

[4] M/s Repro Holding are holding the Equity Shares of our Company through its partners. For details of M/s Repro Holding, please refer to sub-section "Our Promoters" on page 85 of this Draft Red Herring Prospectus.

[5] M/s Repro Finance are holding the Equity Shares of our Company through its partners. For details of M/s Repro Finance, please refer to sub-section "Our Promoters" on page 85 of this Draft Red Herring Prospectus.

The Equity Shares will be locked-in for the periods specified in the preceding table from the date of allotment of Equity Shares in this Issue. The Equity Shares to be locked-in for a period of three years have been computed as 20% of our equity capital after the Issue.

Details of balance Equity Shares held by our Promoters, which will be locked-in for a period of one year are as follows:

Name	Date of allotment/ acquisition	Date when made fully paid-up	Conside-ration	Number of Equity Shares	Face Value	Allotment Price/ Acquisition Price	% of the Post Issue Paid-up capital	Lock-in period
M/s. Repro Holding	April 6, 1993	April 6, 1993	In lieu of conversion of firm into private limited company	510,000	10	10	4.87%	1 year
	March 4, 1994	March 4, 1994	Cash	622,700	10	10	5.94%	1 year
	May 3, 1994	May 3, 1994	Cash	411,800	10	10	3.93%	1 year
	December 10, 1994	December 10, 1994	Bonus	185,340	10	-	1.77%	1 year
	March 30, 2000	March 30, 2000	Bonus	1,068,040	10	-	10.19%	1 year
	November 27, 2000	November 27, 2000	Transfer	264,160	10	10	2.52%	1 year[6]
	June 26, 2001	June 26, 2001	Transfer	61,760	10	10	0.59%	1 year[7]
Sub-Total				**3,123,800**			**29.81%**	
M/s Repro Finance	April 6, 1993	April 6, 1993	In lieu of conversion of firm into private limited company	250,000	10	10	2.39%	1 year
	March 4, 1994	March 4, 1994	Cash	252,200	10	10	2.41%	1 year
	May 3, 1994	May 3, 1994	Cash	272,190	10	10	2.60%	1 year
	December 10, 1994	December 10, 1994	Bonus	90,856	10	-	0.87%	1 year
Sub-Total				**865,246**			**8.26%**	
Mr. Vinod Inderjit Vohra	March 4, 1994	March 4, 1994	Cash	13,900	10	10	0.13%	1 year
	May 3, 1994	May 3, 1994	Cash	79,950	10	10	0.76%	1 year
	March 30, 2000	March 30, 2000	Bonus	2,850	10		0.03%	1 year
Sub-Total				**96,700**			**0.92%**	
Mr. Sanjeev Inderjit Vohra	April 6, 1993	April 6, 1993	In lieu of the partners' capital in the erstwhile Partnership Firm M/s Repro	30,000	10	10	0.29%	1 year

6 Since 264,160 Equity Shares were originally allotted before March 30, 2000; these Equity Shares are not being offered as Promoters' Contribution in the present Issue

7 Since 61,760 Equity Shares were originally allotted before March 30, 2000; these Equity Shares are not being offered as Promoters' Contribution in the present Issue

Name	Date of allotment/ acquisition	Date when made fully paid-up	Conside- ration	Number of Equity Shares	Face Value	Allotment Price/ Acquisition Price	% of the Post Issue Paid-up capital	Lock-in period
	March 4, 1994	March 4, 1994	Cash	3,800	10	10	0.04%	1 year
	May 3, 1994	May 3, 1994	Cash	3,600	10	10	0.03%	1 year
	December 10, 1994	December 10, 1994	Bonus	4,492	10	-	0.04%	1 year
	September 23, 1998	September 23, 1998	Transmission	21,396	10	-	0.20%	1 year
	March 30, 2000	March 30, 2000	Fresh issuance of shares as per the Scheme of Amalgamation of Repro Reproduction and Binders Private Limited	7,125	10		0.07%	1 year
	May 4, 1999	May 4, 1999	Transfer	31,712	10	10	0.30%	1 year
	March 30, 2000	March 30, 2000	Bonus	7,125	10	-	0.07%	1 year
Sub-Total				**109,250**			**1.04%**	
Mr. Rajeev Inderjit Vohra	April 6, 1993	April 6, 1993	In lieu of the partners' capital in the erstwhile Partnership Firm M/s Repro	30,000	10	10	0.29%	1 year
	March 4, 1994	March 4, 1994	Cash	28,660	10	10	0.27%	1 year
	May 3, 1994	May 3, 1994	Cash	18,110	10	10	0.17%	1 year
	December 10, 1994	December 10, 1994	Bonus	9,212	10	-	0.09%	1 year
	March 30, 2000	March 30, 2000	Fresh issuance of shares as per the Scheme of Amalgamation of Repro Reproduction and Binders Private Limited	125	10	10	-	1 year
	March 30, 2000	March 30, 2000	Fresh issuance of shares as per the Scheme of Amalgamation of Repro Printers and Binders Private Limited	50	10	10	-	1 year
	March 30, 2000	March 30, 2000	Bonus	175	10	-	-	1 year
Sub-Total				**86,332**			**0.82%**	

Name	Date of allotment/ acquisition	Date when made fully paid-up	Conside-ration	Number of Equity Shares	Face Value	Allotment Price/ Acquisition Price	% of the Post Issue Paid-up capital	Lock-in period
Mr. Dushyant Rajnikant Mehta	March 26, 1995	March 26, 1995	Cash	91,400	10	10	0.87%	1 year
Sub-Total				**91,400**			**0.87%**	
Mr. Mukesh Rajnikant Dhruve	March 16, 1994	March 16, 1994	Cash	30,000	10	10	0.29%	1 year
	September 21, 1994	September 21, 1994	Cash	20,000	10	10	0.19%	1 year
	December 10, 1994	December 10, 1994	Bonus	6,000	10	-	0.06%	1 year
	May 4, 1999	May 4, 1999	Transfer	27,000	10	10	0.26%	1 year
Sub-Total				**83,000**			**0.79%**	
Col. Niranjan R Mehta	May 4, 1999	May 4, 1999	Transfer	57,500	10	10	0.55%	1 year
Sub-Total				**57,500**			**0.55%**	
Mrs. Sonia Mehta	March 26, 1995	March 26, 1995	Cash	36,400	10	10	0.35%	1 year
	May 4, 1999	May 4, 1999	Transfer	28,600	10	10	0.27%	1 year
Sub-Total				**65,000**			**0.62%**	
TOTAL				**4,808,228**			**45.88%**	

The Equity Shares will be locked-in for the periods specified in the preceding table from the date of allotment of Equity Shares in this Issue.

Other than as stated above, the entire pre-Issue equity share capital of our Company will be locked-in for the period of one year from the date of allotment of Equity Shares in this Issue.

Locked-in Equity Shares held by the Promoters can be pledged with banks or financial institutions as collateral security for loans granted by such banks or financial institutions. In terms of clause 4.16 (b) of the SEBI Guidelines, Equity Shares held by the Promoters may be transferred to and amongst the Promoters/ Promoter Group or to a new promoter or persons in control of our Company subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with SEBI Takeover Regulations, as applicable.

Further, in terms of clause 4.16 (a) of the SEBI Guidelines, Equity Shares held by shareholders other than the Promoters may be transferred to any other person holding shares which are locked-in as per Clause 4.14 of the SEBI Guidelines, subject to continuation of the lock-in in the hands of the transferees for the remaining period and compliance with SEBI Takeover Regulations, as applicable.

3. Save and except the issuance of 405,456 Equity Shares and 3,929,556 Equity Shares on December 10, 1994 and March 30, 2000 as bonus issues, we have not capitalised our reserves till date.
4. Our Company, our Directors and the BRLM have not entered into any buy-back and/or standby arrangements for purchase of Equity Shares of our Company from any person.
5. An over-subscription to the extent of 10% of the Issue can be retained for the purposes of rounding off to the nearest multiple of one (1) Equity Share while finalising the basis of allotment.

6. Our top ten shareholders and the number of Equity Shares of Rs. 10 each held by them on the date of filing and 10 days prior to date of filing this Red Herring Prospectus with RoC is as follows:

Sr. No.	Name of the Shareholder	On the date of filing the Red Herring Prospectus		10 days prior to the filing of Red Herring Prospectus	
		No. of shares held	% of Pre-Issue Equity Share Capital	No. of shares held	% of Pre-Issue Equity Share Capital
1.	M/s. Repro Holding	3,785,600	48.17%	3,785,600	48.17%
2.	M/s. Repro Finance	1,730,492	22.02%	1,730,492	22.02%
3.	Mr. Sanjeev Inderjit Vohra	204,250	2.60%	204,250	2.60%
4.	Mr. Vinod Inderjit Vohra	187,700	2.39%	187,700	2.39%
5.	Mr. Dushyant Rajnikant Mehta	182,800	2.33%	182,800	2.33%
6.	Mr. Rajeev Inderjit Vohra	172,314	2.19%	172,314	2.19%
7	Mr. Mukesh Rajnikant Dhruve	166,000	2.11%	166,000	2.11%
8.	Mrs. Sonia Mehta	130,000	1.65%	130,000	1.65%
9.	Col. Niranjan R Mehta	115,000	1.46%	115,000	1.46%
10.	Mr. Inderjit Vohra	110,184	1.40%	110,184	1.40%

7. Our top ten shareholders and the number of equity shares held by them two years prior to date of filing of this Red Herring Prospectus with RoC is as follows:

Sr. No.	Name of the Shareholder	No. of shares held	% of Pre-Issue Equity Share Capital
1.	M/s. Repro Holding	3,785,600	48.17%
2.	M/s. Repro Finance	1,730,492	22.02%
3.	Mr. Sanjeev Inderjit Vohra	204,250	2.60%
4.	Mr. Vinod Inderjit Vohra	187,700	2.39%
5.	Mr. Dushyant Rajnikant Mehta	182,800	2.33%
6.	Mr. Rajeev Inderjit Vohra	172,314	2.19%
7	Mr. Mukesh Rajnikant Dhruve	166,000	2.11%
8.	Mrs. Sonia Mehta	130,000	1.65%
9.	Col. Niranjan R. Mehta	115,000	1.46%
10.	Mr. Inderjit Vohra	110,184	1.40%

8. Shareholding pattern of our Company before and after the Issue:

Description	**Pre-Issue**		**Post-Issue**	
	No. of Equity Shares	**% holding**	**No. of Equity Shares**	**% holding**
Promoter Group				
Promoters				
M/s. Repro Holding	3,785,600	48.17%	3,785,600	36.13%
M/s. Repro Finance	1,730,492	22.02%	1,730,492	16.51%
Mr. Sanjeev Inderjit Vohra	204,250	2.60%	204,250	1.95%
Mr. Vinod Inderjit Vohra	187,700	2.39%	187,700	1.79%
Mr. Dushyant Rajnikant Mehta	182,800	2.33%	182,800	1.74%
Mr. Rajeev Inderjit Vohra	172,314	2.19%	172,314	1.64%
Mr. Mukesh Rajnikant Dhruve	166,000	2.11%	166,000	1.58%
Mrs. Sonia Mehta	130,000	1.65%	130,000	1.24%
Col. Niranjan R. Mehta	115,000	1.46%	115,000	1.10%
Sub-Total	**6,674,156**	84.92%	**6,674,156**	63.69%
Other Promoter Group Entities				
Master Abhinav Vohra	112,000	1.43%	112,000	1.07%
Miss Natasha Vohra	112,000	1.43%	112,000	1.07%
Miss Trisha Vohra	112,000	1.43%	112,000	1.07%
Miss Sonam Vohra	112,000	1.43%	112,000	1.07%
Miss Tanya Vohra	112,000	1.43%	112,000	1.07%
Master Kunal Vohra	112,000	1.43%	112,000	1.07%
Mr. Inderjit Vohra	110,184	1.40%	110,184	1.05%
Sanjeev Vohra HUF	71,250	0.91%	71,250	0.68%
Miss Abha Mehta	60,000	0.76%	60,000	0.57%
Master Rahul Vohra	37,112	0.47%	37,112	0.35%
Mrs. Deepa Vohra	14,920	0.19%	14,920	0.14%
Mrs. Renu Vohra	8,920	0.11%	8,920	0.09%
Mrs. Avinash Vohra	8,920	0.11%	8,920	0.09%
Ms. Devika Kapadia	6,000	0.08%	6,000	0.06%
Mrs. Asha Dhruve	5,000	0.06%	5,000	0.05%
Mr. Shivnandkumar Kochhar	1,000	0.01%	1,000	0.01%
Ms. Tanaz Irani	1,000	0.01%	1,000	0.01%
Ms. Surekha Pipalia	500	0.01%	500	-
Ms. Ekta Mehta	300	-	300	-
Ms. Arti Shah	300	-	300	-
Mr. Jatin Mehta	250	-	250	-
Sub-Total	**997,656**	12.69%	**997,656**	9.52%
Total Promoter Group Holding	**7,671,812**	97.61%	**7,671,812**	73.21%
Non-promoters				
Non-promoter Directors	12,000	0.15%	2,807,300	26.79%
Employees & Associates	175,300	2.24%		
Public	-	-		
Total Non-Promoter Holding	**187,300**	2.39%		
Total	**7,859,112**	100.00%	**10,479,112**	100.00%

None of our Promoters, members of our Promoter Group or Partners of M/s. Repro Holding and M/s. Repro Finance have purchased or sold any Equity Shares, during a period of six months preceding the date on which this Red Herring Prospectus is filed with RoC.

9. A Bidder cannot make a Bid for more than the number of Equity Shares to be issued through the Issue, subject to the maximum limit of investment prescribed under relevant laws applicable to each category of investor.

10. In case of over-subscription in all categories, up to 50% of the Issue, would be available for allocation to Qualified Institutional Buyers out of which 5% shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Qualified Institutional Buyers Portion shall be available for allocation on a proportionate basis to all Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue price. Further, not less than 15% of the Issue shall be available for allocation on a proportionate basis to Non Institutional Bidders and not less than 35% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid bids being received at or above the Issue Price. Under–subscription, if any, in any category would be met with spill over from other categories at the sole discretion of our Company, in consultation with the BRLM.

11. Except as disclosed herein, there would be no further issue of capital whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from submission of the Draft Red Herring Prospectus with SEBI until the Equity Shares to be issued in terms of this Red Herring Prospectus have been listed.

12. We presently do not intend or propose to alter our capital structure for six months from the date of opening of the Issue, by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether preferential or otherwise, except if we enter into acquisitions or joint ventures, we may consider raising additional capital to fund such activity or use Equity Shares as currency for acquisition or participation in such joint ventures.

13. There shall be only one denomination of the Equity Shares, unless otherwise permitted by law. We shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time.

14. We have been sanctioned a bridge loan by Standard Chartered Bank vide their letter no. 529/05/1072 dated October 6, 2005 consisting of a letter of credit of Rs. 50 million and short term loan – Rupee or Foreign Currency of Rs. 50 million against the proceeds of the Issue. For further details in this regard, please refer to section titled "Objects of the Issue" on page 22 of this Red Herring Prospectus.

15. The Equity Shares locked in by the Promoters are not pledged to any party. The Promoters may pledge their Equity Shares with banks or financial institutions as additional security for loan whenever availed of from banks or financial institutions provided pledge of Equity Shares is one of the terms of sanction of loan.

16. Our Company has not revalued its assets since inception.

17. As on the date of filing of this Red Herring Prospectus, the total number of holders of Equity Shares is 436.

18. As per our loan agreements entered into by us with our lenders, we are required to obtain their consent prior to altering our capital structure. Accordingly, we have obtained consents of our lenders for the Issue, details of which are given below:

Name of the Lender	**Date on which consent was sought**	**Date on which consent was obtained**	**Reference number of the consent letter**
Export-Import Bank of India	July 30, 2005	September 13, 2005	OIF:EOU:478:319
Standard Chartered Bank	August 16, 2005	August 24, 2005	N.A.
State Bank of Travancore	August 17, 2005	September 10, 2005	CNW/CBM/AMT 1
ING Vysya Bank	August 2, 2005	August 23, 2005	ECMUM/SG/RIL10/2005-06
GE Commercial Finance India	August 2, 2005	August 30, 2005	N.A.
HDFC Limited	August 25, 2005	August 30, 2005	N.A

OBJECTS OF THE ISSUE

The objects of the Issue are the following:

- Capital expenditure for enhancement of existing facility at Plot No. 50/2, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai 400 710
- Setting up new facility at Navi Mumbai Special Economic Zone
- Setting up of infrastructure for CPO
- Meeting working capital requirement for expansion
- Meeting general corporate purpose
- Meeting issue expenses.

The main objects of our Memorandum of Association permits us to undertake our existing activities and the activities for which the funds are being raised by us, through the present Issue.

FUNDS REQUIREMENT

The fund requirements for each of the objects mentioned above are given in the following table:

Sr. No.	Description		Estimated Fund Requirement (in Rs. Million)
1	Capital expenditure for enhancement of existing facility	Construction and enhancement of the infrastructure	55.00
		Installations of new machineries and equipments	129.00
2	Setting up new facility at Navi Mumbai Special Economic Zone	Land & Building	80.00
		Installation of plant machineries and other equipments	65.00
3	Setting up of infrastructure for CPO		35.00
4	Meeting working capital requirement for expansion		100.00
5	Meeting general corporate purpose		[●]
6	Meeting issue expenses		[●]
	Total		[●]

Capital expenditure for enhancement of existing facility

As mentioned in “Our Business” sub-section, we intend to continue with our focus on the export market to grow our business with primary focus on USA, UK and African markets.

To meet our growth requirements and to accommodate the anticipated increased print business from overseas customers, we need to expand the capacity and capabilities of our existing facility at Vashi.

- Balancing of capacities across processes – there is a paucity of capacity within certain processes. Since our processes are interlinked, we need to augment capacity across certain processes to be able to optimise our overall capacity of different types of finished products.
- Augmenting of capacity and addition of new processes: Since we are expecting increased print business we require investing in certain processes to augment the capacity. Some of the investments that we will be making will improve the process and quality of our end product.

Therefore, it has become imperative to increase the capacity of our existing facility at Vashi. For the same, we have to make capital investment in the following two areas:

a) Facility / Plant infrastructure

b) New plant machineries & equipments

Based on our past experience, we estimate that around Rs. 55 million will be required for creating new floor space, stores, warehouses and other necessary infrastructure at our Vashi facility.

Based on the quotations received from various vendors on new plant machineries and equipments, we estimate that around Rs. 129 million will be required to be spent for purchasing new plant equipments and machineries. Machinery-wise break-up of the mentioned estimated cost is given below. This break-up is based on quotations received from the vendors and therefore may undergo some changes at the time of actual purchase.

Sr. No.	Particulars of the Plant Equipment/Machinery	Quotation details/ Purchase Order Details	Name of the supplier/ expected supplier	Estimated Cost (Rs. in Million)
1.	Pre Press – CTP			
	a) CTP Line, Work Flow, Proofing & CMS, Remote Proofing, Image Setter	Ref: 21102005 dated October 21, 2005*	AGFA India Private Limited	11.34
	b) Macintosh Computers	Quotation dated October 12, 2005*	RSG Infotech Private Limited	1.09
	c) Scanner	Quotation dated October 12, 2005*	Insight Communications	1.13
	d) Networking, servers, computers, installations, contingencies	Internal Assessment*		4.44
	Sub-Total			**18.00**
2.	Press- Printing machinery			
	a) Heat Set Web Printing Press**	EG/06/00137 dated September 15, 2005	GSP(Geo Graphics-Spegram) Inc.	17.24
	b) Cold Set Printing Press**	As per sales purchase contract dated October 17, 2005	GSP(Geo Graphics-Spegram) Inc.	12.15
	c) Customs duty, clearing forwarding, insurance, Installation/ erection and commissioning, additional equipments and ancillaries, additional web unit and other optional equipments on accessories i.e. rollers , gas manifolds, air compressors and contingencies.	Internal Assessment*		15.61
	Sub-Total			**45.00**

Sr. No.	Particulars of the Plant Equipment/Machinery	Quotation details/ Purchase Order Details	Name of the supplier/ expected supplier	Estimated Cost (Rs. in Million)
3.	Post Press – Binding & Finishing equipment			
	a) Perfect Binding and Saddle Stitcher line	Repro PO dated October, 25, 2005	Muller Martiny	18.20
	b) 4 Station-2 Machines-Honer/ Rosebac-Manual Stitching	EG/06/0134 dated September 08, 2005	Rosebac Company	1.28
	c) 3 Knife Trimmer-Perfecta	EG/06/00157 dated June 28, 2005	Perfecta GMBH	5.00
	d) Box Packing-Taping Machine (2 Nos.)	EG/06/00157 dated September 23, 2005	Novel Automation Limited	0.10
	e) Box Packing-Taping Machine (2 Nos.)	NAL-PI-104 dated May 21, 2005*	Novel Automation Limited	0.20
	f) Other Accessories i.e. Gatherers and Folders, conveyors (for in line operations) and contingencies.	Internal Assessment*		5.72
	Sub-Total			**30.50**
4.	Material handling equipment			
	a) Fork Lift	EG/06/00169 dated September 29, 2005	Godrej & Boyce Manufacturing Company Limited	1.00
	b) Stacker-Electric Battery operated	MMM/MBM/ST/EQ345*	Maini Material Movement Private Limited	0.80
	c) Roll to Sheet-Sheeter	No. 3359/11/2003 *	Accuratech Machine Industries, Inc.	6.70
	Sub-Total			**8.50**
5.	Power and utilities			
	a) Passenger cum Goods Lift	EG/06/00175 dated October 3, 2005	Star Elevators	1.50
	b) Voltage Stabiliser	EG/06/00102 dated August 9, 2005	Consul Consolidated Pvt. Ltd.	0.10
	c) 10 KVA UPS	EG/06/00100 dated August 3, 2005	Accutech Power Solutions Pvt. Ltd.	0.24
	d) Transformer/Electrical/Transport	Internal Assessment*		2.17
	e) Chiller System	ACBD/101/KP dated September 21, 2005*	Voltas Limited	7.00
	f) Genset	EMUG/003/kt/05-06 dated April 7, 2005*	Gemmco	5.99
	Sub-Total			**17.00**
6.	IT Infrastructure- Software			
	ERP Software	Quotation dated October 20, 2005*	EFI, Inc.	10.00
	Sub-Total			**10.00**
	Grand Total			**129.00**

* Orders are yet to be placed

** Second Hand Machinery having a residual life of 15 years

Out of the above-mentioned plant equipments and machineries, plant machineries & equipments, worth Rs. 100.50 million will be imported as per our plan. However, at the time of actual purchase, we may procure a part of it from domestic manufacturers/ markets.

We have already placed order for plant equipments and machineries worth Rs. 56.71 million out of which imported plant equipments and machineries consists of Rs. 53.87 million.

We have already deployed a sum of Rs. 15.40 million towards payment of plant equipments and machineries worth Rs. 56.71 million for which we have placed order as mentioned above. Please refer to the sub-section titled "Funds Deployed" on page no. 27 of this Red Herring Prospectus.

Setting up new facility at Navi Mumbai Special Economic Zone

In order to meet our further growth requirements, we plan to set up a new facility at Navi Mumbai Special Economic Zone with surplus space for future expansions. This will also entitle us to certain fiscal benefits currently offered by the Government of India to units set up in SEZs. We have already signed a Memorandum of Understanding with SKIL Infrastructure Limited, the developer of the Navi Mumbai Special Economic Zone for six (6) acres of land. We may, however, choose to locate our new facility at a different location should there be a change in government regulations, business needs or if the schedule of implementation so require.

The total fund requirement for setting up the plant and other associated infrastructure at the Navi Mumbai Special Economic Zone would be approximately Rs. 80.00 million. This consists of Rs. 30.00 million for procurement of land on a long term lease. The cost of construction of building and setting up other associate infrastructure has been estimated based on our past experience.

Based on the quotations received from various vendors on new plant machineries and equipments, we estimate that around Rs. 65.00 million will be required to be spent for purchasing new plant equipments and machineries for the new printing facility. Machinery-wise break-up of the mentioned estimated cost is given below. This break-up is based on quotations received from the vendors and therefore may undergo minor changes at the time of actual purchase.

Sr. No.	Particulars of the Plant Equipment/Machinery	Quotation details	Name of the supplier/ expected supplier	Estimated Cost (Rs. in Million)
1.	Press/Post Press Equipment			
	a) Printing, Binding & Finishing Equipment	Internal Assessment*		50.01
	Sub-Total			**50.01**
2.	Material handling equipment			
	a) Forklift	FKB/REPRO/1401 dated August 27, 2005*	Godrej & Boyce Manufacturing Company Limited	1.00
	b) Stacker-Electric Battery operated	MMM/MDM/ST/EQ-345*	Maini Material Movement Private Limited	0.80
	c) Additional equipments and ancillaries, and other optional equipments on accessories	Internal Assessment*		3.19
	Sub-Total			**4.99**
3.	Power and Utilities			
	a) Transformer/Electrical/ Transport	Internal Assessment*		10.00
	Sub-Total			**10.00**
	Grand Total			**65.00**

* Orders are yet to be placed

Out of the above-mentioned plant equipments and machineries, plant machineries & equipments worth Rs. 50.00 million will be imported as per our plan. However, at the time of actual purchase, we may procure a part of it from domestic manufacturers/ markets.

We are yet to place order for any of the plant equipments and machineries mentioned in the previous table.

Setting up of infrastructure for CPO

Content creation is one of our growth areas as per our business strategy. We intend to capitalise our expertise in content creation, built over the years as part of our solutions as an integrated printing service provider, to offer content creation service as a stand alone offering.

We currently offer this from our existing Prabhadevi office, which is not adequate to meet our growth plan. We intend to set up a new centre for our CPO services with infrastructure to meet the requirements of our clients with a digital process oriented workflow. The infrastructure would include hybrid hardware platforms, software for content development, management and pre-press services as well as high speed connectivity that can handle large volumes of graphic data at an estimated cost of Rs. 35.00 million. This estimation is based on our past experience.

Till October 24, 2005 we have placed order for equipments worth 2.34 million and made a payment of Rs. 2.28 million towards that.

Meeting working capital requirement for expansion

Our anticipated business growth, mainly from the area of exporting printing products and content creation will push up the working capital on account of longer business cycles in the exports markets; higher inventory level and miscellaneous current assets. As per our internal estimate, the incremental requirement for the working capital would be around Rs. 143.40 million, 100.00 million of which we plan to finance by the proceeds of this Issue.

Meeting general corporate purpose

The balance of the issue proceeds, if any, after meeting the capital expenditure requirements for our existing facility and new facility, meeting up the requirements for setting up infrastructure for CPO and of incremental working capital requirement and meeting up the issue expense, will be deployed for general corporate purpose including new opportunities that may arise from organic or inorganic means, including acquisitions. However, till date, we have not identified any acquisition target.

Issue expenses

The total expenses of the Issue will be finalised after determination of Issue Price. The Issue related expenses include, among others, underwriting and issue management fees, insurance, selling commission, printing and distribution expenses, legal fees, advertisement expenses, registrar and depository fees and listing fees.

Category	**Estimated expenses (Rs. in Million)**
Fees for the BRLM	[●]
Fees for the Registrar to the Issue	[●]
Fees for the Legal Counsel for the Underwriters	[●]
Fees for the Auditor	[●]
Marketing Costs	[●]
Others (stamp duty, initial listing fees and annual listing fees, SEBI filing fees, other statutory fees, depository fees, printing charges, charges for using the book building software of the exchanges and other related expenses)	[●]
Total	[●]

MEANS OF FINANCE

The above-mentioned fund requirement will be met from the proceeds of this Issue. The shortfall, if any, will be met out of internal accrual. We hereby confirm that we have sufficient internal accrual to meet the shortfall, if any, in the amount required for meeting the "Objects of the Issue". As on September 30, 2005; we have liquid assets worth Rs. 551.33 million.

As an interim arrangement, we have obtained the sanction for a bridge loan from Standard Chartered Bank vide their letter no. 529/05/1072 dated October 6, 2005 consisting of a letter of credit of Rs. 50 million and short term loan – Rupee or Foreign Currency of Rs. 50 million against the proceeds of the Issue.

SCHEDULE OF IMPLEMENTATION

The proposed schedule of implementation of the objects, mentioned in the previous pages, is given below:

Sr. No.	Particulars	Fund Requirement (in Rs. Million)	Implementation Schedule		
			Funds estimated to be deployed upto December, 2005 (Rs. in Million)	Funds estimated to be deployed from January, 2006 up to June, 2006 (Rs. in Million)	Funds estimated to be deployed from July, 2006 up to March, 2007 (Rs. in Million)
1.	**Capital Expenditure for enhancement of existing facility:**				
	a) Construction and enhancement	55.00	20.00	35.00	
	b) Plant machinery & other equipments	129.00	58.00	71.00	
2.	**Setting up new printing at SEZ**				
	a) Land & Building	80.00		30.00	50.00
	b) Plant machinery & other equipments	65.00			65.00
3.	Infrastructure for CPO	35.00	10.00	25.00	
4.	Working capital for expansion	100.00	60.00	40.00	
5.	Funds for general corporate purpose	[●]	[●]	[●]	[●]
6.	To meet issue expenses	[●]	[●]		
	Total	[●]	[●]	[●]	[●]

We would require certain licenses, approvals and permissions to carry on some of the activities envisaged in the Objects of this Issue. For further details, kindly refer sub-section titled "Government Approvals" on page 151 of this Red Herring Prospectus.

FUNDS DEPLOYED

M/s K. Kumar Jain & Co., Chartered Accountants, vide their certificate dated October 24, 2005 have certified that the following expenditure has been incurred by our Company till October 24, 2005 with respect to the objects, which have been earmarked for utilisation of the proceeds of this Issue.

(Rs. in Million)

Sr. No.	Objects	Funds deployed till October 24, 2005
a)	Capital Expenditure for enhancement of existing facility	15.40
b)	Setting up infrastructure for CPO	2.28
	Total	**17.68**

INTERIM USE OF PROCEEDS

The management, in accordance with the policies set up by the Board, will have the flexibility in deploying the proceeds received by us from the Issue. The amount earmarked for meeting the additional working capital requirements may be used to reduce the existing utilization of current working capital facility till actual usage. Pending utilization for the purposes described above, we intend to temporarily invest the funds in high quality, interest/dividend bearing liquid instruments including money market mutual funds, deposits with banks for the necessary duration. Such investments would be in accordance with investment policies approved by the Board from time to time.

No part of the Issue proceeds will be paid by our Company as consideration to Promoters, Directors, key management personnel, subsidiaries, associate or group companies.

MONITORING OF UTILIZATION OF FUNDS

There is no requirement for a monitoring agency in terms of Clause 8.17 of the SEBI DIP Guidelines. Our Board, in its meeting held on October 26, 2005; has constituted a Project Management Committee to monitor the use of the proceeds of the Issue. The said Project Management consists of the following Directors:

- Mr. Sanjay Khatau Asher (Chairman)
- Mr. Vinod Inderjit Vohra (Member)
- Mr. Sanjeev Inderjit Vohra (Member); and
- Mr. Mukesh Rajnikant Dhruve (Member)

BASIC TERMS OF ISSUE/ISSUE STRUCTURE

The present issue of 2,620,000 Equity Shares at a price of Rs. [●] for cash aggregating Rs. [●] million, is being made through a 100% book building process.

Particulars	QIBs	Non Institutional Bidders	Retail Individual Bidders
Number of Equity Shares (available for allocation)*	Up to 1,310,000 Equity Shares	Not less than 393,000 Equity Shares	Not less than 917,000 Equity Shares
Percentage of Issue size available for allocation	Issue size less allocation to Non Institutional Portion and Retail Individual Portion subject to a ceiling of 50% of the Issue size	Issue size less allocation to QIBs and Retail Portion subject to a floor of 15% of the Issue size	Issue size less allocation to QIBs and Non Institutional Portion subject to a floor of 35% of the Issue size
Basis of Allocation or Allotment if respective category is oversubscribed	Proportionate as follows: (a) Equity Shares constituting 5% of the Qualified Institutional Buyer Portion shall be allocated on a proportionate basis to Mutual Funds (b) The Balance Equity Shares of Qualified Institutional Buyer Portion shall be allocated on a proportionate basis to all QIBs including Mutual Funds receiving allocation as per (a) above.	Proportionate	Proportionate
Minimum Bid	Such number of Equity Shares in multiples of 40 Equity Shares so that the Bid Amount exceeds Rs. 100,000	Such number of Equity Shares in multiples of 40 Equity Shares so that the Bid Amount exceeds Rs. 100,000	40 Equity Shares
Maximum Bid	Not exceeding the size of the Issue subject to applicable limits	Not exceeding the size of the Issue	Such number of Equity Shares in multiples of 40 Equity Shares so that the Bid Amount does not exceed Rs. 100,000
Allotment Mode	Compulsory in Dematerialised form	Compulsory in Dematerialised form	Compulsory in Dematerialised form
Trading Lot/Market Lot	One Equity Share	One Equity Share	One Equity Share
Bidding lot	40 Equity Shares	40 Equity Shares	40 Equity Shares

Who can Apply	Public financial institutions as specified in Section 4A of the Companies Act, FIIs registered with SEBI, scheduled commercial banks, Mutual Funds, multilateral and bilateral development financial institutions, venture capital funds registered with SEBI, foreign venture capital investors registered with SEBI, state industrial development corporations, insurance companies registered with Insurance Regulatory and Development Authority, provident funds with minimum corpus of Rs. 250 million (subject to applicable law) and pension funds with minimum corpus of Rs. 250 million (subject to applicable law)	Resident Indian individuals, HUF (in the name of Karta), companies, corporate bodies, NRIs, scientific institutions, societies and trusts	Individuals (including NRIs and HUFs) applying for an amount up to Rs. 100,000 amount
Terms of Payment	Margin Amount applicable to QIB Bidders at the time of submission of Bid cum Application Form to the members of the Syndicate	Margin Amount applicable to Non Institutional Bidders at the time of submission of Bid cum Application Form to the members of the Syndicate	Margin Amount applicable to Retail Bidders at the time of submission of Bid cum Application Form to the members of the Syndicate
Margin Money	10%	100%	100%

* *Subject to valid Bids being received at or above the Issue Price. Under-subscription, if any, in any category, would be allowed to be met with spill-over from any other category or combination of categories at our discretion, in consultation with the BRLM and the Designated Stock Exchange. However, if the aggregate demand by Mutual Funds is less than 65,500 Equity Shares (assuming QIB Portion is 50% of the Issue size, i.e. 1,310,000 Equity Shares), the balance Equity Shares available for allocation in the Mutual Fund Portion will first be added to the QIB Portion and be allocated proportionately to the QIB Bidders. In the event that the aggregate demand in the QIB Portion has been met, under-subscription, if any, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of our Company, in consultation with the BRLM.*

** *In case the Bid cum Application Form is submitted in joint names, the investors should ensure that the demat account is also held in the same joint names and are in the same sequence in which they appear in the Bid cum Application Form.*

BASIS FOR ISSUE PRICE

The Issue Price would be determined by us in consultation with the BRLM on the basis of demand from the investors.

QUALITATIVE FACTORS

- **Integrated end-to-end print services –** We have established strategic and long term relationships with our clients by providing them a “one-stop solution” so that they can outsource part or all of their business processes requiring printing services right from content creation and development of the product to the procurement of materials for these products and production, packaging, warehousing and delivery of those products to their end customers.
- **Conceptualising value added service offerings –** With our vast experience in using global manufacturing and business fulfillment models, we are able to apply new business concepts to meet our clients’ requirements. Our knowledge of our client’s businesses and processes enables us to conceptualise and configure manufacturing and service offerings and to communicate the value of these concepts to clients to help them achieve their strategic objectives.
- **Creation and management of content across multiple media –** Since we are on a Digital / PDF workflow, we have the capability to replicate products across multiple media such as print, CD, web, archiving/ cataloguing, etc. Our services include content creation, enhancement, product standardization and innovation. It involves activities such as conceptualizing, designing, writing and editing illustrations, colouring and imaging, creating templates, desktop publishing and typesetting.
- **Ability to manage complex processes –** Providing print services is a complex business involving diverse processes, types of media, finishes, and solutions requiring pre and post press activities, making each order unique. We also have the skill sets to manage the supply chain to complete complex order fulfillment processes.
- **International market presence –** We have already built up an overseas presence. We have explored and completed relationship based businesses in large publishers in UK, USA and Africa. Exports contributed 30% of our total revenues in the second year of our international operations.
- **Management of business surges/volatility/scalability of operations –** A dynamic market requires companies to increasingly seek to outsource large-scale production and content development. Companies often experience both expected and unexpected surges in demand because of introduction of new product releases, updates and version changes, tactical growth objectives etc. With a scalable and flexible manufacturing and service model, we are able to ramp up capacities to meet these surges in demand.
- **Development of unique knowledge skills –** As a business partner handling outsourcing activities for our clients, we have an understanding of specific vertical industries and client requirements. To meet these, we have developed a knowledge base of organizational as well as individual skills. These skills backed by systems and processes lead to a unique service offering. Thus, we incorporate skills as diverse as value engineering, creative and content creation, format creation, R&D skills, version management, conceptualising promotions, etc as a part of our solutions.
- **Applying business models and skills to new clients and new business segments –** Having developed the requisite knowledge base, experience, expertise and skill sets in the print and content services arena, we are able to apply these to new clients in our existing segments – as well as to new segments, thus creating new markets and opportunities.
- **Strong R&D & Innovation Standards –** Our R&D and innovation team if focused on creating new products and solutions to meet our customers requirements and keeps us abreast of changing technologies using:

  Knowledge Performance – To reap more benefits from creating knowledge and bringing ideas to market

  Skills – ensuring that we have enough highly qualified people with the skills for a vibrant, knowledge-based company in the years to come.

  The Innovation Environment – modernizing our business and policies to support and recognise innovation excellence.
- **Strong Customer Relationships –** Due to the nature of our business, we interact with the top management of our clients and have over the years built up strong client relationships. In addition to this, we are involved in the product life cycle of our client’s end products, resulting in an enduring client relationship with a growing customer capital.

  It is essential for any company to have very close links with its customer, to understand their needs, address their grievances and maintain levels of service. In the entire business outsourcing process, we act as a link between our client and the client's end-user segment. We provide this crucial link between our client and their end-user by helping them meet their strategic objectives of – cost efficiency, time to market and consistent quality of product.

- **Trusted track record –** Due to such a position in the client's operations cycle, we form an integral part of the client's business. As a result of all this it becomes difficult for the client to replace us with any other provider of services. In view of our outsourcing track record, we command a reputation in the market which makes it difficult for any new player who comes in to compete with us.

QUANTITATIVE FACTORS

Information presented in this section is derived from our unconsolidated restated financial statements prepared in accordance with Indian GAAP.

1. Earning Per Share (EPS) (as adjusted for changes in capital)

	Face Value per Share	(Rs. 10 per share)
	Rupees	Weight
Year ended March 31, 2003	5.91	1
Year ended March 31, 2004	4.52	2
Year ended March 31, 2005	5.68	3
Six months period ended September 30, 2005 (Annualised)	12.76	4
Weighted Average	8.30	

Note:

(i) The Earning per Share has been computed on the basis of the adjusted profits and losses of the respective years drawn after considering the impact of accounting policy changes and material adjustments prior period items pertaining to the earlier years.

(ii) The denominator considered for the purpose of calculating Earnings per Share is the weighted average number of Equity Shares outstanding during the year.

2. Price/Earning (P/E) ratio in relation to Issue Price of Rs. [●]

   a. For the year ended March 31, 2005, EPS is Rs. 5.67

   b. P/E based on year ended March 31, 2005 is [●]

   c. Industry P/E

      i) Highest 56.7

      ii) Lowest -

      iii) Industry Composite 19.0

   Source: "Capital Market" Vol. XX/14, September 12-25, 2005

3. Return on Average Net Worth as per restated Indian GAAP financials:

Year	**RONW %**	**Weight**
Year ended March 31, 2003	18.38	1
Year ended March 31, 2004	12.71	2
Year ended March 31, 2005	14.15	3
Six months period ended September 30, 2005 (Annualised)	27.43	4
Weighted Average	**19.60**	

Note: The return on average net worth has been computed on the basis of the profits and losses of the respective years drawn after considering the impact of accounting policy changes and material adjustments / regroupings pertaining to earlier years. Average net worth has been computed as a simple average of the closing and opening net worth, as restated. Return is the profits/(losses), after taxes as restated.

4. Minimum Return on Increase Net Worth required to maintain pre-issue EPS is [●]

5. Net Asset Value per Equity Share:

   (i) as of March 31, 2005: Rs. 40.12

   (ii) After the Issue: [●]

   (iii) Issue Price: Rs. [●]

   (Issue Price per Share will be determined on conclusion of book building process)

Net Asset Value per Equity Share represents net worth, as restated divided by number of equity shares outstanding at the end of the period.

6. Comparison of Accounting Ratios:

	EPS for the year ended March 31, 2005	**P/E**	**RONW for the year ended March 31, 2005 (%)**	**NAV as on March 31, 2005**
Repro	5.67	[●]	14.15	40.12
Industry Data				
Category: Printing				
Peer Group				
Navneet Publications India Limited	15.2	15.7	18.6	91
Infomedia India Limited	4.2	33.8	9.4	65.2
Macmillan India Limited	24.7	20.8	31.0	91.6

Source: "Capital Market" Vol. XX/14, September 12-25, 2005

7. The Issue Price is [●] times of the face value of the Equity Shares.

The BRLM believes that the Issue Price of Rs. [●] is justified in view of the above qualitative and quantitative parameters. Investors should read the following summary along with the section titled "Risk Factors" beginning on page i, the financial statements included in this Red Herring Prospectus and the section titled "Biref Business Overview" beginning on page 2 of this Red Herring Prospectus. The trading price of the equity shares of the Company could decline due to these factors and you may lose all or part of your investments.

STATEMENT OF TAX BENEFITS

Please refer to Annexure 13 of the Auditors' Report dated October 28, 2005 in "Section V: Financial Statements" on page 90 of this Red Herring Prospectus.

SECTION IV : ABOUT THE ISSUER COMPANY

INDUSTRY OVERVIEW

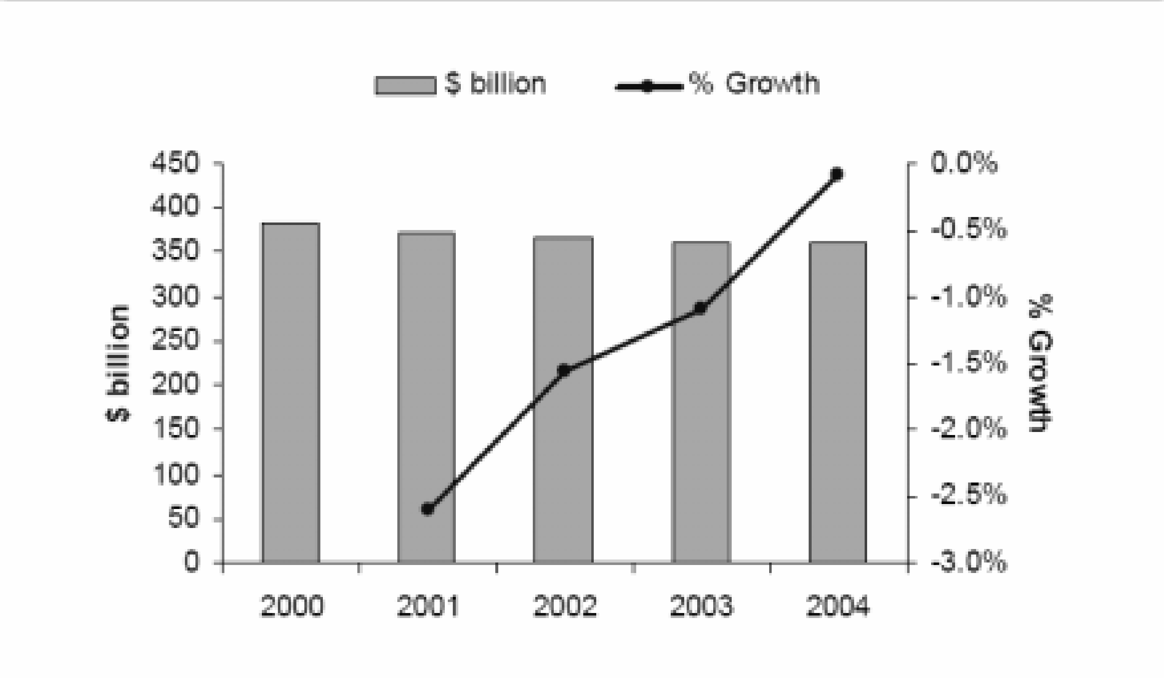
GLOBAL SCENARIO – CONTENT AND PRINT INDUSTRY

Globally, the Printing Industry is quite a fragmented industry spanning 300,000 enterprises employing 4.6 million people worldwide with an estimated turnover of USD 420 billion in 2003, which has grown from USD 62 billion in 1973. (Source : State of the Industry at Drupa 2004 – Ron Augustin, European Correspondent IPP).

From the point of view of end products, the printing industry can be broadly classified into three major categories namely publication printing, commercial printing and packaging printing.

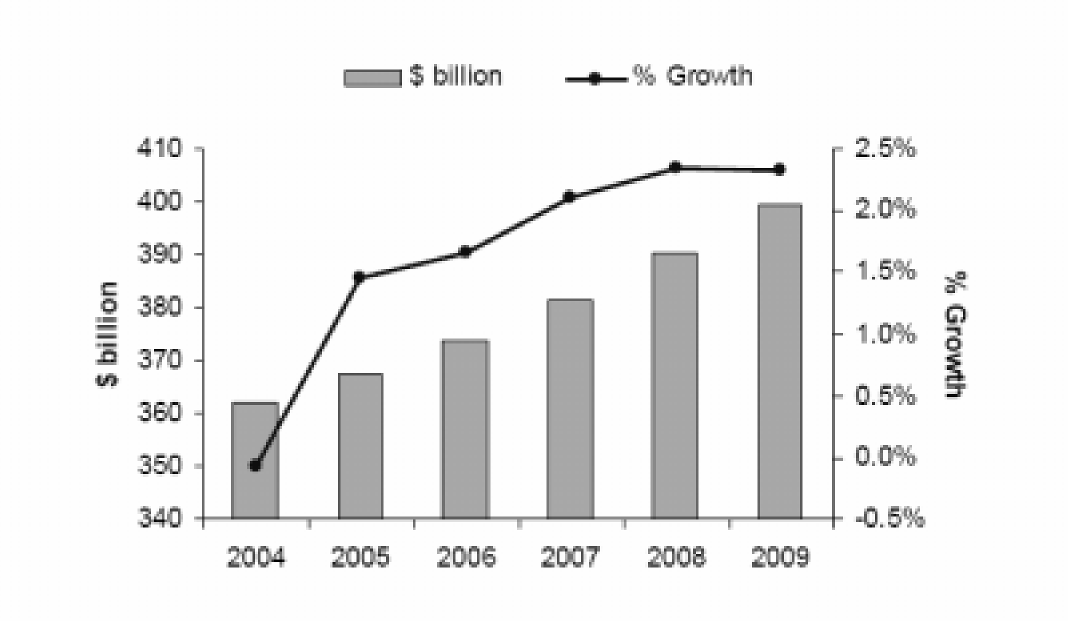
The global commercial printing industry, which is defined as revenues received by printing companies for services rendered to media and commercial end-users of the total print industry, was affected by a worldwide economic downturn and declined over the period 2000-2004 at about 1.3% per annum. It is anticipated that the industry will grow over the next five years to US$399.4 billion by 2009, reflecting a CAGR of 2%, reversing the previous trend (Source: Datamonitor, Report on Global Commercial Printing).

Figure 1: Global Commercial Printing Market Value: $ billion, 2000-2004



Source: Datamonitor DATAMONITOR

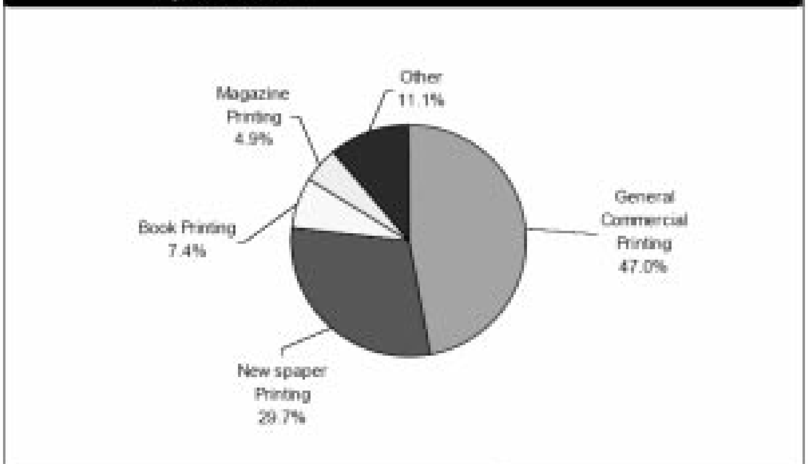
Figure 1: Global Commercial Printing Industry Value Forecast: $ billion, 2004-2009



Source: Datamonitor DATAMONITOR

General commercial printing accounts for 47% of the global commercial printing market by way of provision of printing services to non-media businesses. This includes the production of catalogues and commercial magazines and advertisements. Newspaper printing accounted for 30% of the market at US$107.5 billion, while book and magazine printing accounted for 12.2% of the market at US$44.3 billion. (Source: Datamonitor, Report on Global Commercial Printing)

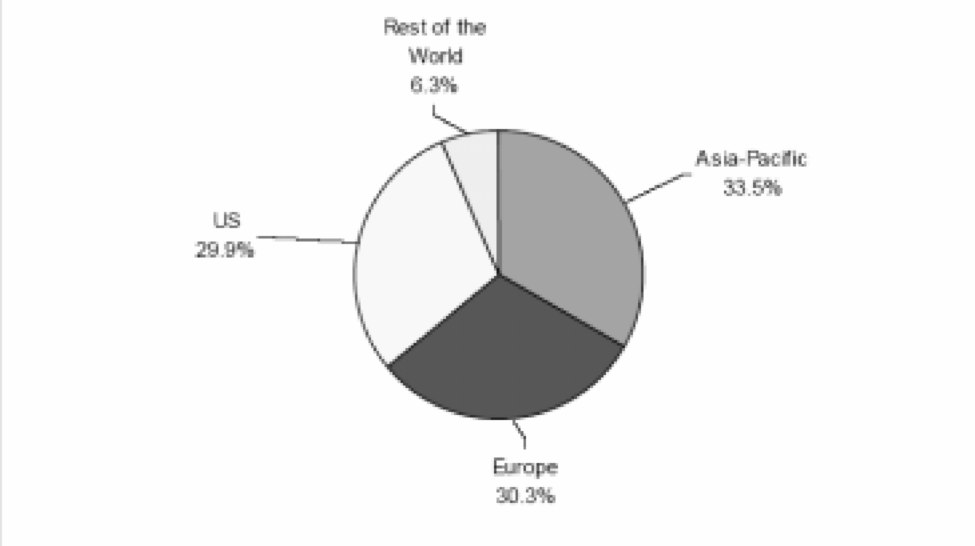
Figure 1: Global Commercial Printing Industry Segmentation I: % Share, by Value, 2004



Source: Datamonitor DATAMONITOR

Geographically, the Asia-Pacific region provides the largest demand for commercial printing. Influenced by the large newspaper industries in China, Japan and India, this region accounted for 33.5% of the market at US$121.1 billion in 2004. Europe followed with $109.8 billion and the US with $108.3 billion. Printing sales grew at less than 4% in the US in 2004, and is expected to grow at 6% in 2005. (Source: Datamonitor, Report on Global Commercial Printing)

Figure 1: Global Commercial Printing Industry Segmentation II: % Share, by Value, 2004



Source: Datamonitor DATAMONITOR

PER CAPITA CONSUMPTION OF PRINTED PRODUCTS

Though Asia Pacific leads in the overall consumption of printed products, it is far behind of North America and Central Europe so far per capita consumption is concerned. Africa has the lowest overall consumption of printed products as well as the lowest per capita consumption of printed products.

Region	Per capita consumption in US$
North America	334
Central Europe	247
Asia Pacific	47
Eastern Europe	15
Africa	5
Central & South America	31
World Average	58

(Source : Handbook of Print Media, Helmut Kipphan, 2001)

The low overall consumption and low per capita consumption of the printed products in Africa indicate the low reach and penetration of printing products in the region and provides an ideal opportunity for printing companies to tap and explore an unsaturated market.

FUTURE OUTLOOK FOR THE GLOBAL COMMERCIAL PRINT INDUSTRY

Publication printing comprising 42.86% share of the overall market for printing products and has historically been the driver of growth of consumption of printing products. Growth of the market for printing products is expected to continue to be dependent on the growth of publication printing to a large extent (Source: State of the Industry at Drupa 2004 – Ron Augustin, European Correspondent IPP).

While a few publication houses have in-house printing, many outsource their printing requirement to print solution providers. A strong outsourcing trend coupled with the advantages of global sourcing, digital workflow and comparable technology has led to the requirement of print service providers catering to a global market.

TRENDS IN THE US & UK PRINT MARKET

Within the global market, USA and UK markets are large and are now looking at outsourcing an increasing part of their demands from low cost economies and producers such as India, given their increasing cost base and domestic competition.

Printing is one of USA's largest manufacturing industry in terms of establishments, with over 44,000 printing plants in 2003, providing 1.1 million jobs and revenues of about US $157 billion from printed products and services annually. (Source: Industry Trends – Graphic Arts Information Network http://www.gain.net/industry/index.html)

USA has been a leading exporter of printed products. However, with emergence of lower cost destinations globally, and technology permitting offshoring of printing services, imports of printed products into the US has witnessed a growing trend.

Similarly, printing industry is one of UK's largest economic sectors at £13 billion in 2004. The combined turnover of the paper, printing and publishing industry was £29 billion, representing 3.5% of the UK GDP in 2004. (Source: Product Market Study: Printing Services in United Kingdom, Matrade, London, March 2005)

The UK printing industry too is dominated by small to medium sized enterprises, as most printers serve local market. Overall, the industry is becoming increasingly competitive with foreign service providers increasingly tapping the printing industry in UK. The internet, electronic file transfer, advancements in foreign technology, better ways to communicate globally have all contributed to the growth of opportunity for tapping the UK marketplace from overseas.

Printing industry in the UK is in long term decline and it is struggling to cope with a series of major challenges to compete internationally, driven by high costs opportunities. The high value of Sterling contributes to a fall in exports and a rise of imports in the sector. Printing businesses in UK, particularly London, are faced with higher property costs and significantly higher wage levels. An increase in global sourcing and offshoring of printing services means greater opportunity, savings and growth for UK printing industry.

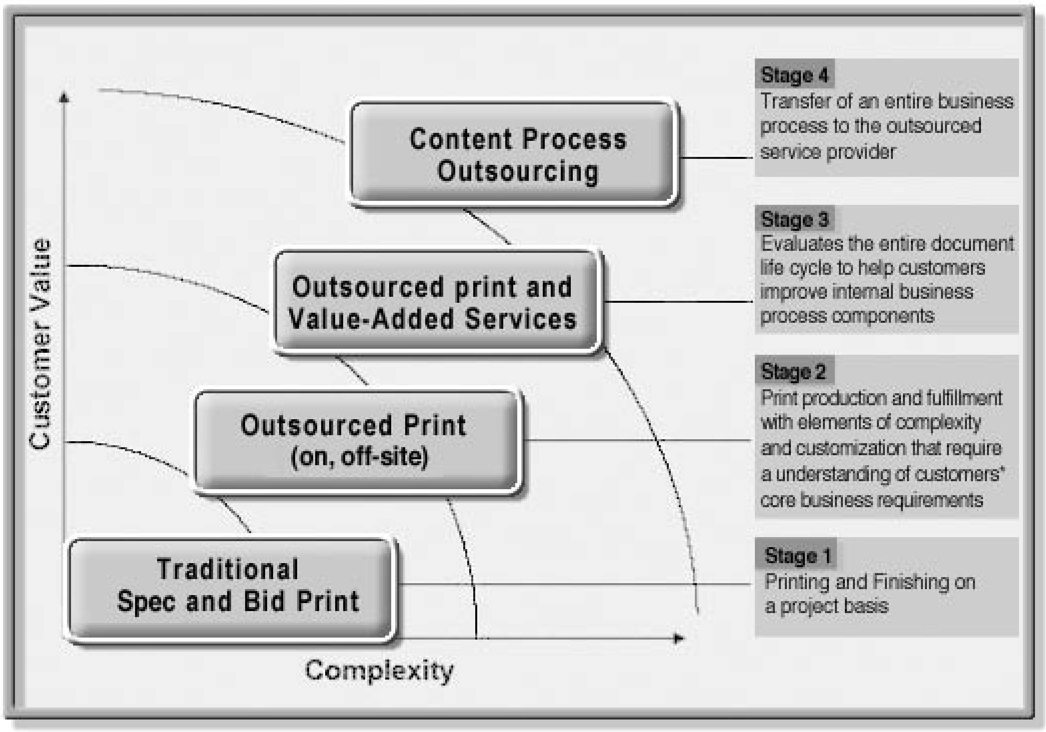
Within the global market, USA and UK markets are large and are now looking at outsourcing an increasing part of their demands from low cost economies and producers given their increasing cost base and domestic competition. With increasing content development costs in the local markets, US and UK publishers are looking at offshoring content services from countries like India.

- United Kingdom imported a total of £1.5 billion worth of printed matter in 2004 resulting in an increase of 2.5 per cent to previous year of £1.4 billion.
- UK imports of books, brochures and similar printed matter in 2004 was £785 million resulting in an increase of 4 per cent compared to previous year's of £753 million.
- UK's imports of printed children's books in 2004 were £19 million resulting in an increase of 17 per cent compared to previous year's of £16 million.

(Source: 'Industry Trends – Graphic Arts Information Network http://www.gain.net/industry/index.html' and 'Product Market Study: Printing Services in United Kingdom, Matrade, London, March 2005')

PRINT SERVICES MARKET

The print solutions business is highly fragmented globally. Most of the players operate at the lowest end of the value chain, as spec and bid printers. Few have moved up the value chain to enhance their service offerings to the customers, as given in the chart below:



Stage 1: In this initial stage, the companies provide printing and finishing services on a project by project basis.

Stage 2: The companies provide fulfillment services under the contracts with clients in addition to the basic printing and finishing services. In order to provide this service, the company is required to understand customers' core business requirements since fulfillment services need a lot of customization.

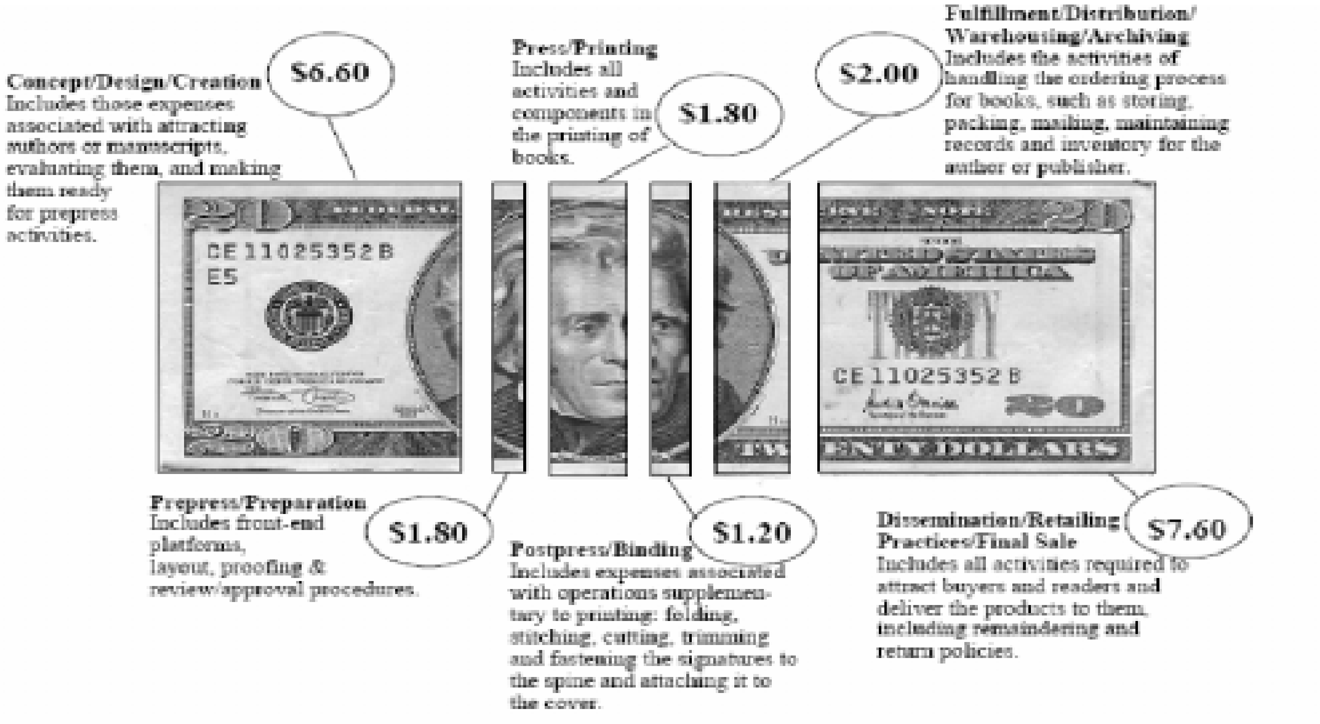
Stage 3: At this stage of evolution, companies incorporate value added services as a part of their client offerings. This takes into account the entire product life cycle and the role that the life cycle plays in helping customers to improve their internal business process.

Stage 4: The highest stage of evolution is when a company becomes a 'Content Process Outsourcing' (CPO) partner for its clients. CPO involves outsourcing of an entire content intensive business process. In order to deliver CPO services, the Company is required to have an in-depth understanding of the customer's internal business process as well as the vertical industry.

CONTENT AS A CRITICAL COMPONENT

With intense competition in the marketplace, publishers require to differentiate them in the offering that they provide to the end customer as well as to create and market a cost effective product. In order to remain competitive the publisher tends to outsource as many services as he can.

The following diagram depicts the typical spend of where a publisher spends his money. The printing ($1.80) and post-press ($1.20) services account for $3 out of a total of $20. While the value added services such as Concept Design, Creative ($6.60), Pre-press ($1.80), & Warehousing, Fulfilment (Distribution), Archiving ($2.00) account for $10.40 out of the $20 budget for a book. This clearly brings out the importance for a printer to offer value added services. (Source: Charles, Charles & Associates – Industry Trends PIA/GATF website (http://www.gain.net/PIA_GATF/GAMIS/bookchain.pdf)



Source: Charles, Charles & Associates – Industry Trends PIA/GATF Site

Thus while the publisher traditionally would be outsourcing the pre-press, print and post press services, in the current economic context he would typically outsource the concept, design and creation as well as the fulfillment, distribution, warehousing and archiving.

INDIAN PRINT INDUSTRY SCENARIO

The current turnover of the Indian Printing Industry is in the region of USD 11 billion. Almost half or USD 430 million was exported in 2004. (Source : Print Pack Publish Asia, August 2005)

According to a recent survey, the Indian printing industry in India has consistently outpaced GDP growth. Since 1989, the printing and packaging industries' collective growth has had a compound annual growth rate of over 14%. The growth has always been in double digits and significantly, always more than twice the GDP growth rate. (Source : - http://www.ipama.org/conferences.asp).

The printing and packaging industry in India has assumed growing significance during last decade. The printing industry is one of the biggest and fastest growing sectors in India. Conservatively speaking, we have more than 1,30,000 printing presses actively in operation all over India, with a capital investment of over Rs.79,000 million. This industry provides employment to about 1.3 million people. (Source: - http://www.ipama.org/conferences.asp).

According to census report of year 2001 the literacy growth in India has touched 65.49% figure. Keeping in view this amazing growth in literacy and continuous demand for printing and packaging requirements of a rapidly progressing trade and industry – which has resulted in keeping abreast of the latest and the state-of-the-art developments in the entire gamut of pre-press, in-press and post-press processes involved in the printing and packaging industry. (Source: - http://www.ipama.org/conferences.asp).

However, the potential of the Indian print industry to grow can be inferred from the fact that the domestic per capita consumption for paper is the lowest at 6 kgs compared to the South Asian and the world average of 11 kgs and 53 kgs respectively. (Source: http://www.indiainfoline.com/nevi/pain.html)

The printing and packaging industry in India and its output in the form of magazines, newspapers, books, catalogues, packaging products and other publications like coffee-table books etc. have come up to international standards. (Source: - http://www.ipama.org/conferences.asp).

The importance of the printing industry in India from the point of view of exports, can also be indirectly gauged from the growth rate of exports in user industry segment in 2004. Printed books and pamphlets, one of the major user groups of the services provided by the printing industry, contributed USD 263 million of exports. Similarly, newspapers and periodicals exports were valued at USD 60 million, job printing USD 36 million and general printed material at USD 71 million. (Source: Print Pack Publish Asia, August 2005)

Some of the other reasons for growth of the Indian print industry are advent of digital proofing technology, introduction of broadband telecom, signing of trade agreements giving Indian printers access to the overseas market in addition to lower domestic manpower costs and availability of skilled manpower. The Government too recognising the importance of the industry has provided incentives for printing industry.

There are also several other factors that acted in favour of Indian print industry. Some of them are listed below:

- Advent of digital proofing technology enabling proof reading from offsite.
- Introduction of broadband telecom enabling data transfer.
- Signing of trade agreements with bodies like WTO, NAFTA, EU, giving access to the overseas market to the Indian printers.
- Lower labour rates.

However, there are still some constraints for print industry in India, which, if not addressed in timely manner, may hamper the growth of Indian print industry in future. Some of those constraints are mentioned below:

- Shortage of paper
- Inadequate specialised skill sets
- Lack of infrastructure – ports, roads, electricity of poor quality and inadequate number
- Lack of vision/focus of Indian print industry as a whole.

Future growth of a number of Indian printing service providers like us is dependent on the growth of export of printed products/ services like us in the developed countries, especially two key markets namely USA and UK.

Major players in Indian print industry, other than us, are Navneet Publications India Limited, Infomedia India Limited and Macmillan India Limited.

OPPORTUNITIES FOR INDIA IN CONTENT AND PRINT SERVICES OUTSOURCING

India is beginning to get accepted as a low cost reliable supplier of quality print solutions. India, with its design capabilities and creative talent, and low cost labour has the potential to become one of the global sourcing destinations.

Content outsourcing is another large opportunity for India with content services emerging as a potentially large BPO service offering from India. In 2004 U.S. graphic design firms generated USD 7.8 billion in terms of revenue and is profiled to grow to USD 15 billion by 2009. (Source: printondemand.com) Hence, a large potential for the content outsourcing business can be driven by India's low cost talent pool, design and creative capabilities, domain & English language knowledge.

OUR BUSINESS

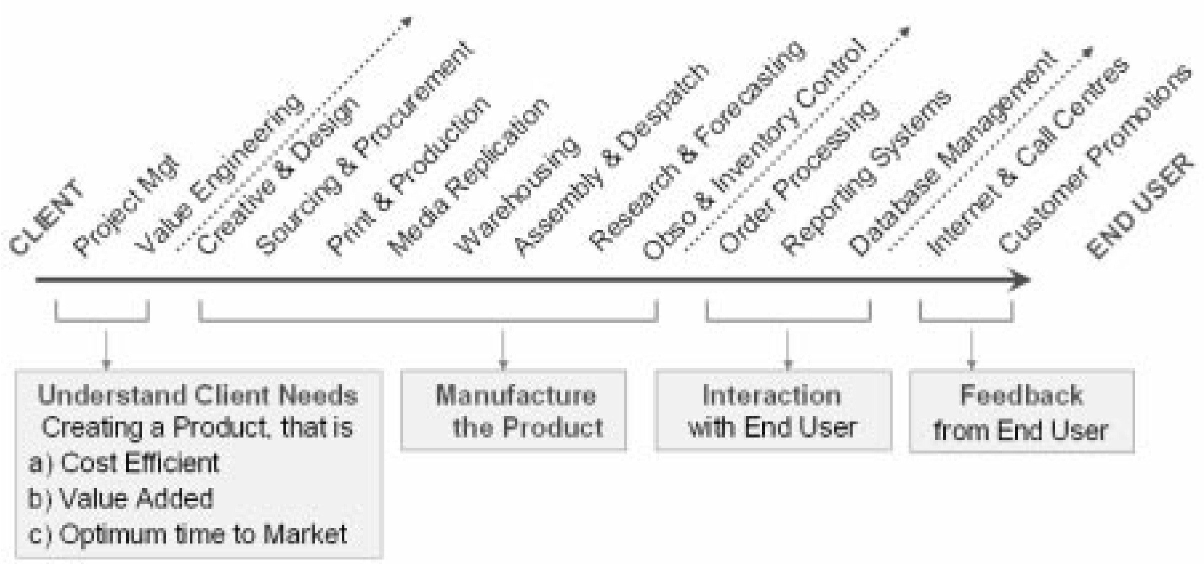
A) OUR BUSINESS MODEL - END TO END SOLUTIONS FOR OUR CUSTOMERS

We have grown by creating print services for the growing needs of our clients and enhancing the value of our services. Our print services to our customers range from creative and designing, sourcing and procurement, printing and production, warehousing, assembly and despatch to customer promotions.

Integration of our Printing Services with our clients' business processes have helped us emerge as a business partner meeting their strategic objectives rather than a mere vendor in most of our relationships. In doing so we have become an integral part of our client's team.

Our integrated print services in which we manage complex business processes and conceptualise, set up, manage and configure customised solutions allow us to offer to our customers a value proposition that goes beyond cost savings to strategic benefits such as reduced cycle times and rapid response to market opportunities.

We have thus emerged as favoured outsourcing partners for several of our customers. We enable them to focus on their core competencies while we take the responsibility of most of their printing solutions related services and processes. These include:



We are one of the few integrated end to end printing service providers based out of India. Our services encompass a wide range of activities from content creation and design to manufacturing, warehousing and despatch of high volume print material. Our client includes publishing houses, corporates, software companies etc. in both domestic and export market. In our opinion, we are well poised to benefit growing international trend of outsourcing print and related services like content creation from countries like India.

Our sales have grown from Rs. 589.04 million in the year 2000-01 to Rs. 866.40 million in the year 2004-05 registering a CAGR of 10.13%. We have started exports as recently as 2003-04 and by 2004-05 the same contributed 30% of our total revenues.

As an integrated end-to-end printing service provider, we have already developed expertise in the field of content creation. Going forward, we intend to leverage our expertise in content creation in order to capitalise the growing opportunities especially from international markets. We have already started procuring content creation orders from overseas clients and from here we intend to emerge as a leading content creation service provider.

B) OUR COMPETITIVE ADVANTAGES

Our capability to offer a broad range of value added services apart from just print enables our clients to focus on their core competencies, improve their productivity and tailor their processes to achieve a competitive advantage. Our print service includes the following:

- **Integrated end-to-end print services –** We have established strategic and long term relationships with our clients by providing them a "one-stop solution" so that they can outsource part or all of their business processes requiring printing services right from content creation and development of the product to the procurement of materials for these products and production, packaging, warehousing and delivery of those products to their end customers.
- **Conceptualising value added service offerings –** With our vast experience in using global manufacturing and business fulfillment models, we are able to apply new business concepts to meet our clients' requirements. Our knowledge of our client's businesses and processes enables us to conceptualise and configure manufacturing and service offerings and to communicate the value of these concepts to clients to help them achieve their strategic objectives.
- **Creation and management of content across multiple media –** Since we are on a Digital / PDF workflow, we have the capability to replicate products across multiple media such as print, CD, web, archiving/ cataloguing, etc. Our services include content creation, enhancement, product standardization and innovation. It involves activities such as conceptualizing, designing, writing and editing illustrations, colouring and imaging, creating templates, desktop publishing and typesetting.
- **Ability to manage complex processes –** Providing print services is a complex business involving diverse processes, types of media, finishes, and solutions requiring pre and post press activities, making each order unique. We also have the skill sets to manage the supply chain to complete complex order fulfillment processes.
- **International market presence –** We have already built up an overseas presence. We have explored and completed relationship based businesses in large publishers in UK, USA and Africa. Exports contributed 30% of our total revenues in the second year of our international operations.
- **Management of business surges/volatility/scalability of operations –** A dynamic market requires companies to increasingly seek to outsource large-scale production and content development. Companies often experience both expected and unexpected surges in demand because of introduction of new product releases, updates and version changes, tactical growth objectives etc. With a scalable and flexible manufacturing and service model, we are able to ramp up capacities to meet these surges in demand.
- **Development of unique knowledge skills –** As a business partner handling outsourcing activities for our clients, we have an understanding of specific vertical industries and client requirements. To meet these, we have developed a knowledge base of organizational as well as individual skills. These skills backed by systems and processes lead to a unique service offering. Thus, we incorporate skills as diverse as value engineering, creative and content creation, format creation, R&D skills, version management, conceptualising promotions, etc as a part of our solutions.
- **Applying business models and skills to new clients and new business segments –** Having developed the requisite knowledge base, experience, expertise and skill sets in the print and content services arena, we are able to apply these to new clients in our existing segments – as well as to new segments, thus creating new markets and opportunities.
- **Strong R&D & Innovation Standards –** Our R&D and innovation team if focused on creating new products and solutions to meet our customers requirements and keeps us abreast of changing technologies using:
  - **Knowledge Performance –** to reap more benefits from creating knowledge and bringing ideas to market
  - **Skills –** ensuring that we have enough highly qualified people with the skills for a vibrant, knowledge-based company in the years to come.
  - **The Innovation Environment –** modernizing our business and policies to support and recognise innovation excellence.
- **Strong Customer Relationships –** Due to the nature of our business, we interact with the top management of our clients and have over the years built up strong client relationships. In addition to this, we are involved in the product life cycle of our client's end products, resulting in an enduring client relationship with a growing customer capital.

  It is essential for any company to have very close links with its customer, to understand their needs, address their grievances and maintain levels of service. In the entire business outsourcing process, we act as a link between our client and the client's end-user segment. We provide this crucial link between our client and their end-user by helping them meet their strategic objectives of – cost efficiency, time to market and consistent quality of product.

- **Trusted track record –** Due to such a position in the client's operations cycle, we form an integral part of the client's business. As a result of all this, it becomes difficult for the client to replace us with any other provider of services. In view of our outsourcing track record, we command a reputation in the market which makes it difficult for any new player who comes in to compete with us.

C) OUR REVENUE, CUSTOMER, SEGMENTS AND PRODUCTS

Our Revenue

In line with vision of being a value added print services partner in the print and content media, we offer clients services which enhance the product and encompass content creation and enhancement to manufacturing and despatch of high volume print material to the leading publishers, corporate houses and IT giants in India and abroad.

The strategy of value addition combined with our competitive advantages has enabled us to benefit from the large outsourcing opportunity opening up with acceptance of Indian quality and suppliers. The focus on the export market over the past 2 years has borne fruit and has been a driver of growth for us with composition of our revenues from domestic market and export market in last three years changing towards exports, as given in the following table:

Year	Revenue Earned (Rs. in Million)		Total (Rs. in Million)	% of total revenue earned	
	Domestic Market	Overseas Market [8]		Domestic	Overseas
2002-03	715.2	1.4	716.6	100%	-
2003-04	715.2	100.2	815.4	88%	12%
2004-05	609.8	256.6	866.4	70%	30%
Six months period ended September 30, 2005	350.50	184.20	534.70	65%	35%

Our strategy has been to develop a strong and satisfied client base. We have always believed in nurturing long term mutually beneficial relationships with our clients. We focus on depth of service offerings to our existing clients rather than the width of a client base with fewer service offerings.

Over a decade we have worked towards ensuring that we consistently move from one-off projects to contractual businesses. There has also been a conscious effort to build a client base across different product / market segments / geographies to minimise the seasonality of business and to ensure an even spread of predictable revenues throughout the year. Additionally, we try to enhance our client relationships to enable us to do more for our clients and increase our share of their print, content and fulfillment outsourcing budgets.

Our Customers

Cumulative contribution of our top ten clients in our revenue earned in last three years is given in the following table:

(Rs. in Million)

Clients	2002-03		2003-04		2004-05		Period ended September 30, 2005	
	Revenue	% of Total	Revenue	% of Total	Revenue	% of Total	Revenue	% of Total
Top 1 customers	85.1	11.87%	105.8	12.98%	99.4	11.47%	49.90	9.33%
Top 2 customers	167.8	23.41%	200.6	24.60%	164.4	18.98%	90.80	16.98%

[8] Export figure is inclusive of Export Incentive

Clients	2002-03		2003-04		2004-05		Period ended September 30, 2005	
	Revenue	% of Total	Revenue	% of Total	Revenue	% of Total	Revenue	% of Total
Top 3 customers	226.4	31.58%	262.5	32.19%	224.0	25.85%	125.80	23.53%
Top 4 customers	273.6	38.16%	322.9	39.60%	285.4	32.94%	160.60	30.04%
Top 5 customers	312.9	43.65%	351.3	43.08%	327.4	37.79%	192.70	36.04%
Top 6 customers	346.2	48.29%	377.7	46.32%	366.5	42.30%	216.90	40.56%
Top 7 customers	373.1	52.04%	403.3	49.46%	403.5	46.57%	237.30	44.38%
Top 8 customers	399.6	55.74%	427.1	52.38%	435.2	50.23%	255.80	47.84%
Top 9 customers	420.0	58.59%	449.6	55.14%	464.9	53.66%	272.90	51.04%
Top 10 customers	436.4	60.87%	467.8	57.37%	491.5	56.73%	287.90	53.84%
Total Revenue	**717.0**	**100.00%**	**815.0**	**100.00%**	**866.0**	**100.00%**	**534.70**	**100.00%**

Hence our top ten customers have cumulatively contributed 60.87% in 2002-03, 57.37% in 2003-04, 56.73% in 2004-05 and 53.84% in the six months period ended September 30, 2005.

Our Segments and Products

We have developed our segments and products in such a fashion that it caters to the needs of the three major user groups of our services i.e. publishing houses, corporates, software companies.

1) Products and Services for the Publishing Industry:

For our Publishers in India and abroad, we offer solutions for:

i. Publishing - Educational and learning books, Children Retail books (range of formats), Paper backs, Catalogues, Calendars and Stationery,

ii. Magazines, broadsheets etc.

i) Publishing

This segment comprises of fulfilling the clients publishing needs by adding value through value engineering, standardisation and mass customisation and ensuring efficient delivery schedules. Having understood the annual requirements of our customers as well as their long term strategic plans, we offer them customised solutions to enable them to meet their long term and immediate business objectives.

We are also able to offer them newer and newer formats and products based on our strengths in the area of Content Creation as well as product development. These products are engineered to a price point that the client requires to market to his end user.

Our major clients in this segment include publishing houses such as Alligator Books Limited, Jeevandeep Prakashan, Heinneman Educational Books (Nigeria) Plc., Modern Publishing Inc., Orient Longman Private Limited, Oxford University Press, Symbiosis etc.

Case Study 1: Creating a range of formats for a US publisher to enable him to grow his business in the dollar store segment.

The Challenge:

The client is a privately owned mass-market children's book publisher specializing in colouring and activity books, hardcover and paperback picture storybooks, puzzle and crossword collections, educational workbooks, board books, beginning readers, novelty and holiday books and other genres in various trim sizes and formats. Their titles feature both time-tested favourites and the hottest new licensed characters; generic characters; and characters from their own imprints. Their titles are geared for children from infancy through ten years of age.

Their history spans 35 years offering the highest quality book products at unbeatable prices. Their distribution includes chain drug stores, mass market, trade outlets, educational and specialty stores in the U.S. and Canada, including book clubs and fairs, for all of the 250+ titles they publish yearly.

The client is facing tremendous pressures in the US market to optimise costs as well as constantly innovate to retain their market leader status. They were already working with vendors in countries like Canada, China, etc. but were still seeing scope for optimization.

The Repro Solution:

We first set about understanding three of the clients' core formats over a series of meetings with the clients and also understanding their market. We value engineered solutions for these formats which improved the perceived value of the end product in the eyes of the customer, while reducing the cost per unit for the client.

On understanding the clients' requirements and their distribution chains, we worked with them in developing formats that were tailor-made for their markets. These formats have done very well in the market and have been re-ordered many times.

We have also worked with the client to re-launch some of their back titles by enhancing the content from Black and White to multi-color and also converted the same content into a multimedia format on a CD. The client will realise higher values for the same book due to the 4 colour conversion and the addition of a CD. These titles have been re-developed at a fraction of what it would have cost the client to do the same in the US.

Case Study 2: Helping a UK based publisher / packager to increase his business

The Challenge:

The client is a privately owned mass-market children's book publisher and specialises in licensed characters colouring and activity books for the mass market. They also package books for their customers to meet a particular price point based on their customers requirement and market. In the licensed character market the client is the leader and his distribution channel is mainly the key book store chains and super markets in the UK. However as the retail price wars are growing they are under constant pressure to bring down prices but maintain the quality and the same is the case in the packaging side of their business wherein they need constant innovation in the product and content to meet demanding price points. They were already working with vendors from the Far East but were in need to an option to them since the market scenario was changing.

The Repro Solution:

Our team spent extensive time with the client in first understanding the market and client needs and challenges and then came up with proposals to create standard format lines which would bring down the costs and help the client to increase volume. This in turn benefited the customer in retaining their quality by bringing down the price. These product lines have now been running successfully with us for the past 3 years and we are always alert to changes through constant R&D that can be brought about to the standard lines that will help the client with their sales process.

On the packaging front of the client's business, we have gone further up the value chain with the client by actually creating his content to suit specific customer requirements. Repro has also created sales tools in terms of product catalogues and websites for the Client, which will help them in their sales, which in turn helps increasing our Business.

Case Study 3: Creating Content and Print Products for a publisher in Africa

The Challenge:

The client is a well-reputed publisher in Nigeria, Africa who has been in the industry for more than 35 years. It is a rapidly growing organization, which has taken strategic initiatives across business processes, competition in the marketplace and people orientation. The company publishes classics, educational, academic as well as management books. They have more than two thousands existing titles. The main challenge that the company faced in the marketplace was stiff price competition due to overseas imports, lack of funds, lack of reading culture. Another major challenge in terms of the business process was managing the pre-press activity, which included designing and also digital storing of the data.

The Repro Solution:

Having studied the client challenges and the overall market conditions, we devised phase-wise business programme to address all the issues and offered an end-to-end content and print services to them. We started with the creating and enhancing content by re-designing the entire series and converting the titles from single-colour to multi-colour. Then combining this with the latest technology the files were archived and stored digitally. The success of this translated into a business opportunity of converting all the old titles into a digital format. The next challenge was to address the price point for the print product wherein we gave the client, options on variety of papers at different prices on the spectrum. This will enable the client to meet the various price requirements and increase his sales to the end-user.

In the above cases our clients have benefited due to:

1. An extended Repro team which has understood the challenges of their business.
2. This team has geared up with skills that are difficult-to-replicate to support the changing market demand whether it is through efficient planning and forecasting, revamping of existing products or through despatch at a short notice to meet the market needs.
3. Economies of scale due to planning of large volumes.
4. Value engineering the product to optimise costs without taking away the intrinsic value of the product.
5. Saving on co-ordination, communication and manpower costs through the cycle time reduction.
6. Reduced time to market for new products by utilizing our Content services, including content enhancement, creation for print and CD, website, product catalogues etc.

For publishers the key requirement is to set up a channel, which they can rely to deliver the quality product. We have successfully set up this channel through which we are able to generate contractual, ongoing and predictable business flow.

ii) Magazines

We also manufacture magazines, supplements and other periodicals. This segment differs from the earlier publishing segment, as it is more contractual in nature. We provide inputs on innovative packaging, assembly and kitting and despatch to various locations in India. We have a 4 colour high speed Heidelberg Harris machine at its Fulfillment facility for fulfilling the same. Our client list includes publications like Top Gear, Filmfare, Business World, Cine Blitz and Hi-Blitz, Meri Saheli, New Woman, supplements etc.

2) Products and Services for the Corporate Clients:

For our corporate clients, we offer:

i. Shareholder Relationship Management programmes

ii. Customer Relationship Management programmes.

We have realised higher value by providing innovative customised value added solutions which enable our clients to reduce costs and cycle time. These services include services such as creative and content development and management, value engineering, customer promotions, sourcing and procurement, manufacturing, multi-locational and multi-modal despatch.

i) Shareholder Relationship Management

By Shareholder Relationship Management Programmes, which are investor focussed, we create down the year communication programme to communicate the clients strategic and business objectives. This helps our client build investor confidence while we benefit from the annual business contracted to us. These programmes include annual reports, investor based brochures, investor websites, CD ROMs and presentations and other material which enables our client to communicate with the investor all year through. We conceptualise, create (design and write), manufacture, despatch and mail huge volumes of material to the investor on our clients behalf. Some of our corporate clients include Nokia, Tata Steel Limited, Tata Consultancy Services Limited, Satyam Computer Services Limited, Wipro Limited etc.

Case Study 4: Creating and Producing Annual Communication for Investors Across Media.

The Challenge:

The client is one of India's leading companies with a large Investor base. The client was keen to improve the quality and frequency of its communication with its investors keeping in mind the need for Corporate Governance, while containing the value spent on its investor communication plan.

The Repro Solution:

Having understood the client's strategic objectives, we worked on an annual communication plan for the client. This plan took into account all the investor groups that needed to be addressed along with the influencing groups. The communication was also planned across all the media so that the target groups could be communicated with effectively. Along with its client, we planned the communication across media to the different groups through the year. This included printed material (brochures, leaflets, half yearly and annual reports) for the retail and institutional investors, Investor website modules and Investor CD ROMs. This material was conceptualised, created, printed and mailed out at pre-set frequencies through the year.

Since one of the largest communication items was the Annual Report, it was also the opportunity for savings. We planned the production of the large quantity of the Annual Reports by value engineering the product. The special paper manufactured for the product was light weight leading to saving in despatch cost. The manufacturing was planned on the machine which was specially used for the size and colours required for the Annual Report. This led to cost efficiencies and savings on account of raw material and despatch costs, meeting the strategic requirement of client - frequent planned communication to investors which was cost efficient.

ii) Customer Relationship Management

Through our Customer Relationship Programmes and brand promotions, we conceptualise and create products that enable our clients to stay in touch with their end user. These programmes are annual in nature and are targeted towards customers, employees and other stakeholders. We also create innovative products that promote our clients' brands. These products are created so that they meet the strategic, communication and price requirements of our clients. Some of our clients in this segment include Hindustan Lever Limited (Brands like - Surf, Kissan and Fair and Lovely), Nokia, etc.

Case Study 5: Creating and Producing Annual Communication for Customers

The Challenge:

A world leader in communications, the company has established itself as the leading preferred brand in many markets around the world including India. Backed by its experience, innovation, user-friendliness and secure solutions, it is the world's leading supplier in an extremely fast growing segment. Due to stiff competition and players in the market, our client needed to communicate with its end users as well as its potential customers. Since mere advertising is not a good enough differentiator, our client needed to send out a steady stream of marketing material.

The task and challenges of the communication was multi fold; to stand out with distinction, to demystify technology for its end users and to be a preferred brand amongst many players.

The Repro Solution:

In a market with so many players, it is critical that the brand stands out with distinction. Since all our services are under one roof, our marketing, creative and production teams worked closely with the client to evolve strategies to create products and communication, which consumers can use.

Our marketing team understood the strategic communication objectives, conducted consumer research and created the communication strategy. The creative team designed and created the products. The production and despatch teams worked towards fulfilling the volume of communication material with speed of operations.

Thus we helped the client to meet its strategic objectives by creating and producing a communication program which will get the consumer closer to the product, and at the same time will continue to get in a steady stream of contractual business for both the content and the production business.

3) Products and Services for Clients in the IT Industry:

For IT Industry, we offer products like:

i. Packaged software

ii. Educational manuals

i) Packaged Software

We are an integrated fulfillment vendor for the IT Industry, offers a full service consortium which includes order fulfillment through value engineering, sourcing and procurement, manufacturing, media replication, kitting and assembly, inventory management and warehousing, despatch, research and forecasting, reporting systems and database management. Working closely with IT giants and through our membership with NASSCOM we actively support the drive to reduce piracy in the country.

Our major clients in this segment include software companies such as Aptech Limited, Amway, Lenovo India Private Limited (formerly IBM's Personal Computers Division), Microsoft Inc., NIIT Limited etc. This concept of total fulfillment services has enabled us to retain and grow businesses like the Microsoft Authorised Replicator (MSAR) business for India.

Case Study 6 : Turnkey Print & Fulfillment - Software Industry

We provide fulfillment services for software packages for major IT companies in India and abroad, right from accessing the raw software from any media, to sourcing and procurement, to CD replication, to printing manuals, to warehousing, inventory control and finally multi-locational despatch.

The Challenge:

The Client is one of the world's leading software organisations. They have a wide range of products from Operating Systems to Development Tools to End-User Applications. One of the largest segments of the Client business is their sale of Operating Systems to the client's business partners. In 1994, the Client decided to source the replication of their software from a few vendors around the world who would ensure tight control and security to prevent piracy without increasing their head count. The client set up very stringent qualifying procedures for any company wanting to be their fulfillment house. In this segment the Client's largest threat is software piracy and therefore security, control and tracking of the products is of prime importance.

The Repro Solution:

We were chosen to be a member of this select group of vendors worldwide. A decade later we continue to be the sole authorised replicator in the Indian Subcontinent. As a part of the agreement, all the client business partners should source their entire requirements for Operating System software from authorised replicators like us.

We, with our understanding of the regional challenges and skills in the areas of kitting and assembly, forecasting, Just in Time inventory management, reduced lead times and sourcing, has been successful in providing an effective solution to the client.

ii) Educational Manuals

With computer education in India becoming increasingly intrinsic to all strata of society, it is a pre-requisite to have well designed, well produced course material that matches global standards. The Company designs, value engineers, prints, replicates media, warehouses and despatches courseware to students in various destinations across India. Services in this area mainly include order processing, forecasting, inventory management, anti-piracy measures etc.

Case Study 7: Turnkey Print & Fulfillment – IT Education Industry

The Challenge:

The Client's business is that of worldwide training and certification. This business was introduced in the Indian Sub-Continent (ISC) in January 1997 with a view to increasing the user as well as skill-base of professionals trained and certified on the Clients' products. The key to its success would be the complete fulfillment and ready availability of high-quality courseware within the stipulated Key Performance Indicators (KPIs). The Client's core competence being research and development and product marketing, there was a need felt for a fulfillment house to reach the product to the end-user.

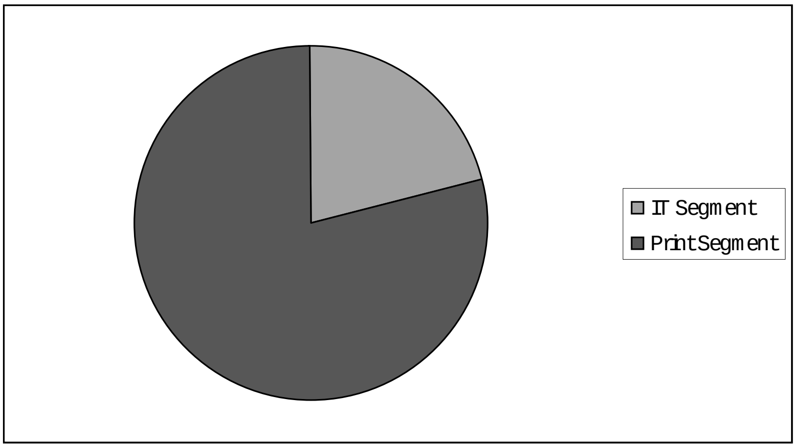
The Repro Solution:

Having understood the Client's requirements for the region, we undertook a Project Management study and designed a complete Turnkey Print & Fulfillment solution that covered the client's requirements.

In order to cater to the regional uniqueness, the product was value-engineered, to offer global quality standards. A dedicated call centre with a customer front-end team was set up with the capability to access the order management and database management tools developed in-house. Customer surveys were conducted in order to understand the market needs and perceptions of the products. Feedback received was used in forecasting and efficient inventory control thereby ensuring negligible-obsolescence.

Using sophisticated technologies such as Electronic Data Transfer (EDT), cycle-times were reduced ensuring that the time-to-market the product was low. One of the biggest value-additions from our side has been to put up an e-Storefront that allows for online ordering, shipment status, forecasts, provides for Frequently Asked Questions and has an on-line customer satisfaction/ feedback mechanism. Repro has also developed a unique anti-piracy band to prevent the photo-copying of the courseware and has helped in controlling the piracy levels of the product.

Thus, in all the business segments we provide the range of services which are customised to meet the clients' business objectives and requirements. Contributions of IT Segment and Print Segment for the six months period ended September 30, 2005 as per the Auditors' Report dated October 28, 2005 are shown in the following diagram:



D) FUTURE STRATEGY AND VISION

Our vision is to be the preferred content and print process outsourcing partners for companies globally. With the advent of technology, the world is shrinking and companies globally are being forced to look at cost-economical options to procure their products. Repro with the experience and expertise that it has garnered over the last decade in the areas of Print and Content coupled with the skill of handling clients from a remote location is well equipped to ride this wave.

Our objective is to increase revenues and earnings by maintaining and enhancing our position as a leading provider of value added print services for companies globally. We believe that we can take advantage of the market trend towards more frequent introductions of cost economical and value added new products, mass customization and growth of the services required by implementing the following strategies:

a) **Adding on new clients in India and abroad and increasing the geographical spread of the clients that we acquire:** Since we have worked with and completed cycles with clients in India, the US, UK and several countries in Africa, we will follow a two-pronged approach to growth. We will aim to increase our market share with our existing clients and will also target newer clients who would require the services and products that we offer.

   We have studied the markets in each of the countries and are aware of their needs. We have also studied the clients with the large contractual volumes of business and will be offering to them the value added services which would enable them to market their products in a cost and time efficient manner at global quality standards.

For example, we work with publishers in Africa who have received international monetary aid from funds such as World Bank, that are dedicated to improving the state of education. Due to the scale of our operation we are able to meet this requirement of large volumes of educational books. We are poised to grow exponentially in this market.

Similarly in the developed countries we will expand the scope of our offerings as well as capture the volumes of printed material that is being outsourced overseas.

Since we have the knowledge of the market requirements and the infrastructure to back up the offerings, we are looking at this as a huge potential business opportunity. Our further investments in enhancing our infrastructure will enable us to offer our clients more products and formats in larger quantities. The infrastructure has been planned to meet this opportunities.

b) **Enhancing products and services vertically to existing clients and/or offering new products/services to new clients:** As we grow with our clients, we understand their strategic business objectives and are able to offer them a larger spectrum of services and solutions. Since we focus on our value engineering and research and development, we are able to increase the scope of the products, formats and services to our existing clients.

The products are often engineered to specific price points and enable the client to price the products competitively in the market, thus increasing their business. For specialised products we also plan to invest in the infrastructure and services required to meet the business needs of our international clients. The services that we offer often improve the end-product of the client and this focus will continue in the growth plan, so that our realizations and the clients business share increase.

We will also focus on offering newer and newer products and services to newer clients. This underlying quest for innovation and the movement up the value chain will continue in our offering to clients in newer markets.

We also envisage that the increased service offering will tie us in closely with the client. This would bring about an increased shift in the business that the client awards us and will enable us to meet our strategic goals of increasing business through value additions.

c) **Moving into the area of even higher value add such as Content Services to our clients globally:** While we understand the clients' strategic goals and work with them, we are able to increase the number of services offered to the current clients as they gain more confidence in us. We have long-standing relationships with many leading publishers companies and believe that we will be able to gain from them businesses in the area of higher value add such as Content services.

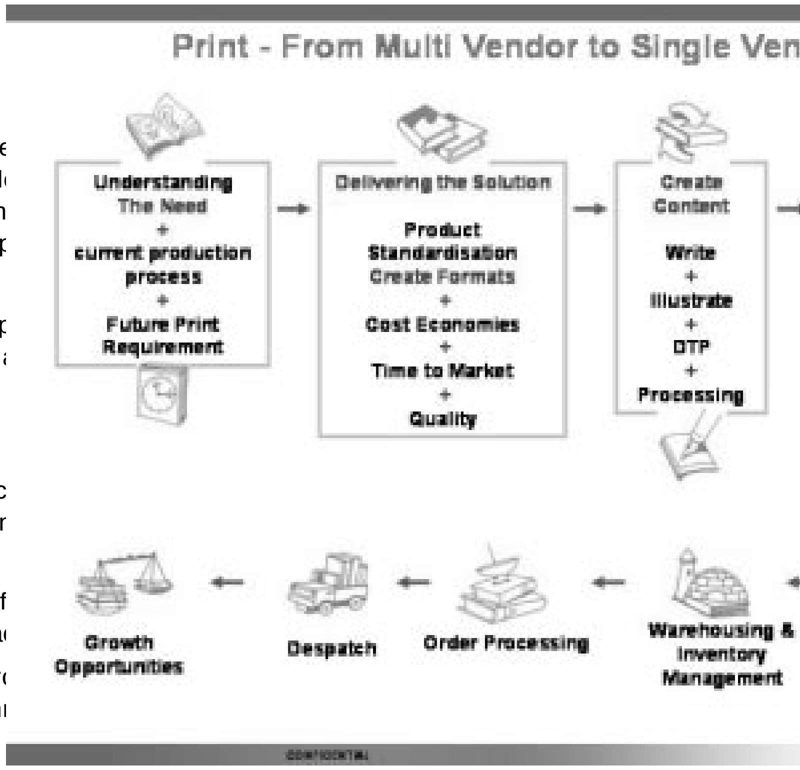
We have had experience in offering these services through the different value added print services that we offer. We are now able to leverage on that experience to move into the area of volume and process driven content services. We are also investing in dedicated infrastructure that will service these large content projects that the leading companies globally look at outsourcing.

Thus we believe that we can take advantage of the trend toward increasing outsourcing by managing more of the processes involved in their client's business process.

All these combined strategies of increasing the number of clients, increasing the scope of the geographies and increasing the products and services offered to our clients, will result not only in increased revenues and higher realizations but also in the depth of the client relationships and sustained, contractual and predictable businesses.

E) OUR BUSINESS PROCESS

Our business process follows the following steps:



Understanding the Need

With a pro-active marketing approach, one of the first things we
term and long term. For understanding the clients' need, we foll
have dedicated customer support teams that understand the n
even help manage other vendors for clients. For executing the p
of all variables for the client.

Based on the client understanding the endeavour is to create a p
be delivered to a client in optimum time. Our in-house creative a
optimum time and cost.

Delivering the Solution

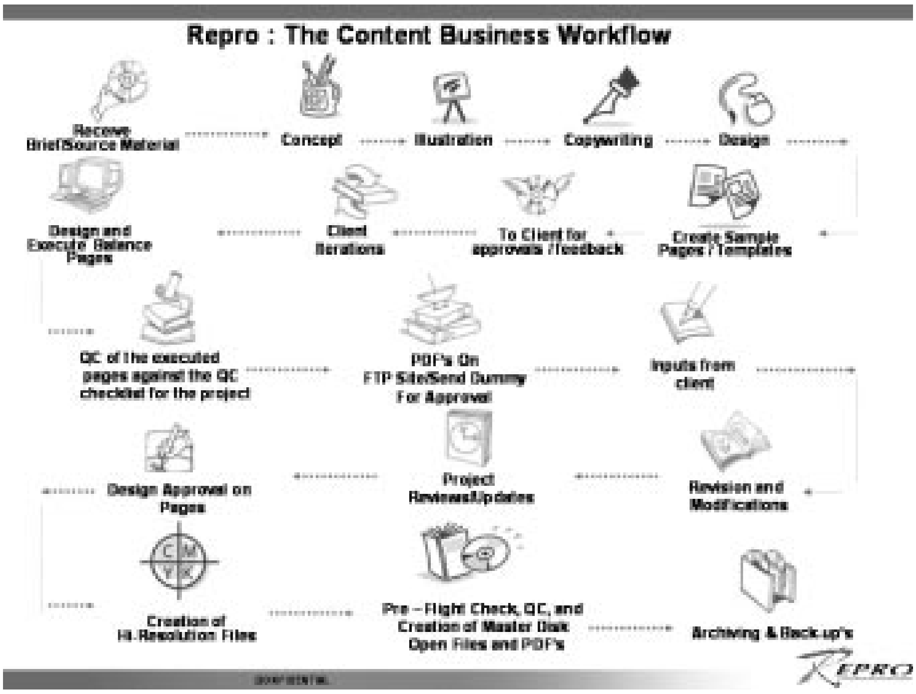
Once the client needs are understood, we deploy a dedicated c
quality and optimum time to market. The following two eler
develop for our clients.

- **Product/Process Standardisation** – Creating a look & feel f
  and other specifications along with a standardised manufa
- **Cost Economies** – We leverage the scale of business acro
  economies are realised through efficient raw material plan

Content Creation & Pre Press

Our range of creative service includes content creation, content enhancement, product standardization and innovation. It involves the micro-level activities conceptualizing & designing, illustrations, colouring & imaging, DTP & typesetting etc.

A diagrammatic presentation of our content creation service is given below:



Depending upon client's requirement, sometimes we provide the entire gamut of the above-shown services and sometimes a part of it.

For example, in some cases clients come to us with a manuscript and appoint us to create and produce a full-fledged book. In such cases, we create the appropriate content, develop the text, create design and illustrations and print the book and deliver it to the client. In some cases, clients come to us with ready content and text. In that case, our service remains limited to creating design and illustration and printing the book. In other cases clients have ready content text, design and illustrations and in these cases, we make layout recommendations prior to printing the book.

After the completion of creative services, we take on the entire pre-press requirements which include digitization of the content, scanning and colour correction of images, illustrations etc. and conversion of all the inputs into a digitised form where they can be further used for print.

Manufacturing Process

Our manufacturing operations are run out of an ISO certified, 14093 sq metres facility. The facility has CNC controlled machines from USA, Germany, Switzerland etc. enabling automation with manual processes and increased production efficiency. At this facility, we have, over a period of time, developed specific service enhancements like order processing, kitting and assembly, warehousing, despatch, etc to efficiently handle client needs.

Our manufacturing process can be further sub-divided into the following processes:

o Production Planning & Scheduling: This involves a team of planners focused on ensuring that all the jobs in the facility – smallest to the largest – are planned right down to the smallest detail. This team ensures that all delivery commitments made to clients are met.

Press: This is the crux of the printing process. We have 1-colour, 2-colour, 4-colour & 5-colour Sheet Fed and Web Offset, Print on Demand Machines ensuring high speed and high volume as well as low volume production. Our overall printing capacity is to produce 1,000,000 books per day. Our large print capacity enables us to accept short re-order demand.

We also offer Print on Demand service to our clients which offers our clients a solution for quick printing of a small quantity of books.

Post-Press: Post Press encompasses all processes after printing is complete. This includes binding, finishing, lamination, etc. We have automated post press equipment including the Muller Martini Center Pinning Machine and the Star Perfect Binding Line with a capacity to perfect bind 1,00,000 books per day. As far as finishing is concerned, we have the experience and expertise of the various finishing options available for different type of products.

Assembly

The process flow for the assembly function includes all the processes from receiving the material, collation and assembly, quality control, shrink wrapping, packing and labelling, and handling over to the warehouse for different product elements and versions. We maintain current /correct BOM's for each product/ version. The BOM is validated prior to build and prior to ship. Any change to BOM suggested by the client are instantly updated on internal systems and product production processes. We always send the "First copy" of the BOM sent to the client for its approval. There are also procedures in place to notify client if there are exceptions or questions on BOM / Specifications.

Packing & Despatch

The next step in the process is packing. We undertake all types of packing inclusive of shrink-wrapping, craft paper. All the packing done by us are Bar Coded & Serialised. Skill sets are in place for palletisation and container stuffing to cater to export requirements. We have tie-ups with all major courier agencies as well as forwarding agents to handle the timely deliveries of consignments.

Cycle Time Reduction

We always pay specific attention to the aspect of cycle time reduction. We believe that we have achieved this objective for our clients on account of the following:

- Single point contact for all activities
- Highly engineered processes and systems
- Forecasting methodologies that lead to just-in-time deliveries

Order Processing

We receive orders via web, e-mail & fax – with dedicated web sites / call centre for information & order status. Order processing information is available through a computerised system tracking raw materials, components, production status, finished goods and despatch details. We have dedicated Customer Service Representatives (CSR) who take care about the status of the order placed by a particular customer. We invoice the end users as per clients' requirements. We also receive payments on behalf of some of our customers and remit the royalty to them on a periodic basis.

Reporting Systems

Since all data relevant to the project is available up to date, online reporting is a key element of our service. Our on-line reporting system includes:

- Status Orders fulfilled on a weekly or monthly basis, stock reports, bills raised

- KPI's which are measured against pre-defined benchmarks
- Quarterly Business Reviews (QBR) and Key Performance Indicators (KPI) are an integral part of this service
- The above would help in understanding and constantly enhancing the working of the project.

Growth opportunities

We believe in developing long term win-win relationships with existing clients. Therefore the focus is always on growing the business by identifying and converting opportunities with its existing client base through -

- Constant value addition to product and process
- Cross selling of services
- Strong relationship management leading to retention and further growth in business

F) OUR MARKETING & SALES

As a company, we have always strived for growth and creating new business opportunities. Our Marketing efforts have always been focussed on developing a strong and satisfied client base with long term mutually beneficial relationships.

In terms of client acquisition, we believe in the philosophy of proactive marketing i.e. we always try to create opportunities instead of waiting for them. We do not wait hoping for new clients to come to us themselves, rather we always target our clients and go to them with a solution, which enhances their product while optimizing on their costs.

As a part of this proactive marketing strategy, we always focus on a market/geography and build a database of potential customers. Appropriate marketing tools like presentation, brochure, direct mails etc to communicate to the customers about our products and services are developed by us.

Based on market data and interactions with the client we constantly analyse their needs and pain areas. This analysis helps us to develop an understanding about the potential customers' requirements. Based on which we create a customised end to end solution offering. We then work with the client to fine tune the value proposition and close the deal.

Our focus on relationship marketing is our key to customer retention. We work towards understanding our client's business process and offering them value added services. We also strive to cross sell our products and/or services within our client base i.e. if two or more of our clients have two complementary products or requirements, we act as a conduit and satisfy requirement of both with a win-win for all parties involved.

To cater to our domestic business we have offices at Mumbai, Delhi and Bangalore. With our focus on the exports markets, we have representative offices in USA and UK and various countries in Africa.

In the area of exports, during last few years we have been focusing on acquiring clients and completing sales cycles with them and establish the business process. We have researched the markets here by participating in book fairs, meetings with prospective clients, understanding the distribution channel and the retail markets.

To gain acceptance as a vendor with credentials in the export market, it is very important to get certified by some of the key customers in the overseas market. We have already been certified to comply with all the Hasbro and Microsoft requirements. We are working towards achieving similar certifications from at least 2 more major customers.

In fact for our strong growth in exports segment we got a Certificate of Recognition as a 'One Star Export House' for the period from April 1, 2004 to March 31, 2009 from The Ministry of Commerce and Industry, Government of India.

In the African markets we are working with all the key publishers and we expect to sign up some long term contracts. In USA, we have signed up some leading players in the children's publishing segment, we have the potential to triple our market share in these clients. We have initiated working relationships with some leading publishers in UK and we believe that we have established credentials in the UK market which we can capitalise on. Apart from these geographies we have identified strong business potential in Australia, Europe, etc to widen our customer base.

Though we are primarily eyeing the export market to attain a higher growth rate, we will sustain our focus on the domestic market by increasing the depth of penetration with existing clients rather than widening the base of clients.

In the area of providing content services, we are in the test marketing phase. We have established contact with the potential client base across the globe. We have undertaken several projects for these clients on a smaller scale. The volumes for the Britannica Discovery library which we created along with Encyclopedia Britannica won the Global Learning Initiative Award for innovation in children's education material.

Since most of these Content customers are already customers of our print services, our next step will be to sell our content services to these customers. We also have plan to offer CPO services in the area of content creation with dedicated seats/ infrastructure for our key clients.

G) OUR FOCUS ON QUALITY

At Repro we believe that for the quality of our products and services to be par excellence, the highest standards of quality are required to be imbibed in our processes, extending from the inception of an idea to the delivery of the product.

We obtained ISO 9001: 2000 Quality Management Systems certification in the year 2001. We were re-certified for ISO 9001:2000 QMS in 2004. Under this certificate, areas covered are Marketing, HRD, Content Creation (Design), Materials, Planning, Production, Logistics, Engineering and Quality.

For the purpose of quality assurance, we have divided our Company into following three segments:

- **Incoming Raw Material inspection** - This activity involves inspection and approval of all incoming raw materials & consumables which include paper, paperboards, inks, plates, blankets, BOPP films, UV varnish, corrugated boxes, glue etc. Samples are withdrawn from the incoming lots based on statistical sampling plans/methods e.g. IS1060 for paper & paperboards. Laboratory equipment details and kinds of test carried out.
- **In-process audit** - This activity is further bifurcated in to two segments:
  - Ø Random process checks - Audits are conducted by QA people as per defined frequency and to check the adherence of the laid down parameters/specifications in different processes.
  - Ø Process Quality Rating - This is an unique concept wherein quantification (Rating %) of critical parameters in each process is done and then overall rating score is given to that section. Advantages of this method are as follows:
    - ✓ Vital few parameters are identified from trivial many for improvements/actions.
    - ✓ Helps to encourage healthy competition among sections which ultimately ends in improvements in each section.
- **Finished Products Inspection/audit -** This activity involves following operations -
  - Ø On line audit– On line random checking is conducted while Binding/cutting and if any anomalies are observed, they are reported immediately and rectified. If continuous problem are observed then lots are held up for 100% inspection.
  - Ø Product Quality Rating- Similar to Process Quality Rating, in this also specified parameters related to the product are considered and rated e.g. colour consistency, registration, folding, packing etc. From Product Quality Rating, poor parameters are identified for improvement.
  - Ø Outbox audit- After packing, outbox audit (pre-despatch audit) is done by QA as per Sampling Plan (AQL MIL-STD-105D/IS2500) and then lots are released for despatch.

We have also adopted the following systems/methods along with ISO 9001: 2000

- **5S techniques** – Exhaustive workshop based training was provided to people across the sections and implementation of 5S steps is in process phase wise. In addition to its bases on 5S principles Housekeeping rating is being implemented.
- **Kaizen** – Small projects are already taken up under this techniques and are found effective.
- **Quality circles** – It is in the final process of induction wherein the Quality Circle Forum of India (QCFI) Mumbai Chapter are roped in to give an exhaustive training and implementation of Quality circles in our Company. This activity of training and incorporation will last for 6 months.
- **Global Manufacturing Principles (GMP)** – With the entry in export market and the consequential needs of various export clients, our Company has put focus on GMP requirement and implementation of the same.

H) OUR SUPPLIERS & RAW MATERIAL CONSUMPTION

As our focus on Exports has grown, we have also re-focused on our Raw Material Strategy. We are increasing our procurement of imported raw materials. We use higher component of imported raw material to optimise the usage of the incentives provided by the Government of India for exports. Another compelling reason behind importing raw materials is to get us on par with raw materials used by competitors globally. We are also looking at improving efficiency in the production processes by upgrading some of our raw materials by utilizing global vendors.

Details of the cost of raw materials consumed in last three years, both imported and domestically procured are given below:

Year	Raw Material Cost (Rs. in Million)			
	Cost of raw material consumed from domestic market	Cost of imported raw material	Total raw material cost	Raw material cost as a percentage of total Sales
2002-03	324.35	57.55	381.90	53.27%
2003-04	386.47	76.47	462.94	56.77%
2004-05	384.84	100.38	485.23	56.00%
Six months period ended September 30, 2005	215.84	82.29	298.13	55.75%

Paper is the most significant raw material which we procure. Besides having very strong relationship with all the leading Indian paper mills, we are also one of the largest importers of foreign art paper. A lot of our clients consider optimizing their costs using our house stock to take advantage of volume purchasing. To ensure that the final printed product has the final appearance desired, our clients work closely with us to consider various stocks. We stock multiple grades of web and sheet-fed papers for our clients to choose from.

Other than paper, we also procure raw materials like CDs, Kits for fulfillment, inks, plates, graphic arts films for our printing functions. Contribution of each raw material in our total material cost for last three financial years are given below:

(Rs. in Million)

Raw Material	2003-04				2004-05				Half year Ended September 30, 2005			
	Dom	Imp	Total	% of total mat. Cost	Dom.	Imp.	Total	% of total mat. Cost	Dom	Imp	Total	% of total mat. Cost
Paper	325.5	15.6	341.0	73.7%	311.4	50.9	361.8	74.6%	185.7	48.5	234.2	78.6%
Fulfillment Components	-	32.8	32.8	7.1%	-	23.7	23.7	5.1%	-	12.0	12.0	4.0%
Packing Materials	20.6	-	20.6	4.5%	17.9	1.4	19.3	4.2%	13.1	1.1	14.1	4.7%
Inks	10.9	4.1	15.0	3.2%	18.1	0.1	18.2	3.9%	7.3	1.2	8.6	2.9%
CDs & Floppies	0.8	12.0	12.8	2.8%	4.1	11.8	15.9	3.4%	1.0	7.1	8.1	2.7%
Plates	9.5	-	9.5	2.0%	10.2	0.3	10.5	2.3%	1.1	2.7	3.7	1.3%
Others	193	120	312	6.7%	23.7	12.1	35.9	6.5%	7.7	9.6	17.3	5.8%
Total	**386.5**	**76.5**	**462.9**		**385.3**	**100.4**	**485.2**		**215.8**	**82.3**	**298.1**	

We procure the raw materials from vendors in India and across the globe. We choose vendors based on criterion like cost, quality, capacity, ability to innovate and improve the quality of product in consultation with us.

Our major suppliers include major paper manufacturers such as BILT, JK Paper, TNPL, etc. For our fulfillment business, we procure kits from Microsoft.

I) OUR FACILITIES AND MANPOWER

We, at Repro, have invested customised and purpose built state-of-the-art facility at Vashi to meet the growing needs of our domestic and international business segments. Our focus is to bring together technology and skills to create a unique value proposition for all our customers. Our infrastructure offers a comprehensive range of end-to-end print production services covering the content centre, digital pre-press centre, high-end printing presses, post press equipment which includes binding and finishing lines, fulfillment infrastructure which includes shrink-wrapping and other packing units, warehousing and despatch infrastructure.

Design, Content Creation and Pre-Press

We have a team of qualified and skilled professionals which include: Graphic Designers, Web Designers, Copy Writers, Illustrators, Desk-Top Publishing Specialists, Finishing Artists, Studio Professionals, Pre-Press specialists and Project Managers.

Our team helps our customers to leverage these services to gain business advantages such as innovative, competitive products, reductions in turnaround time, flexibility to make last-minute changes, and a streamlined way of doing business. As new digital technologies streamline workflow, we ensure that our customers can leverage those technologies for maximum advantage. Our content and pre-press services include:

Hardware & Software

We work on Macintosh and PC platforms with Macintosh and Windows operating system. Our pre press infrastructure includes Heidelberg Chromagraph S3300 Drum Scanner & Umax Flatbed Scanners, Heidelberg Delta RIP, Signastation and Herkules Imagesetters and Color Proofing machines with color calibration software.

We use several design and multimedia software including the Adobe suites, Quark Xpress, In Design CS, Macromedia Flash, and Dreamweaver.

We also have a library of fonts and digital images and run the completed design files through the pre-flight check software.

Press

The facility at Vashi is equipped with 1-colour, 2-colour, 4-colour & 5-colour Sheet Fed, Web Offset and Print on Demand Machines ensuring high speed and high volume as well as low volume production. This extensive range of machines gives us the versatility to serve all our customers needs - a press for every purpose. Our full range of presses includes:

- The heat-set web offset process is used primarily for longer production jobs at high speed (up to 40,000 impressions per hour). We offer high quality heat-set printing for books, magazines, catalogues, etc.
- Heidelberg Harris Four Colour Web Offset Heat Set Press
- Cold-set web printing is an alternative to sheet-fed and heat-set printing at a significantly lower cost. We offer cold-set web printing for products like books, directories and other products including Goss and Rotatek wed offset press
- Sheet-fed printing refers to the fact that individual sheets of pre-cut paper are printed, rather than paper from a roll. We offer the highest quality sheet-fed press services for books, commercial printing, and a range of other products.
- Mitsubishi Four Colour Sheetfed printing press
- Heidelberg Speedmaster 2-colour, 5-colour Sheetfed printing presses
- Single colour sheetfed offset printing presses including Mitsubishi, Beiren and Heidelberg
- Digital printing processes are increasingly sophisticated, and is very effective for high-page-count products with low unit volumes, such as books. We offer Print on Demand services for our customers.

Post - Press

We offer a range of post-press services to enhance the value of the printed content ranging from embossing, perforation, hole drilling, die cutting, folding, gluing, stitching, plastic coil, wire-o binding, shrink wrapping, mailing, and a full complement of fulfillment services. This enables us to meet the print finishing needs of our diverse global customer base. We have perfect binding, saddle stitching and section sewing machines from Muller Martini, Heidelberg, etc. for the binding process.

Finishing

We have machinery for various finishing option such as lamination, embossing, die cutting, coating, folding, gathering and cutting.

Packing

We have machinery for undertaking various types of packing like shrink-wrapping, craft paper. All the packing done by us are bar coded & serialised. We also use customised corrugated boxes built based on client requirements. Our infrastructure includes L Sealer with shrink-wrapping for kitting and assembly and automated line for Bulk Poly-packing of books.

Warehousing & Despatch

We offer warehousing facilities for raw material and finished goods. We offer facilities for multi-modal despatch and have skill sets for palletizing as per export requirements and for container stuffing.

Capacity utlisation ratios of our facilities for last three years are given in the following table:

Press:

(No. of impressions in million)

Year	Installed Capacity	Utilised Capacity	Capacity Utilisation Ratio (%)
2002-03	1,770	1,682	95.00%
2003-04	2,130	1,917	90.00%
2004-05	2,130	2,087	98.00%

Post Press:

(No. of books in millions)

Year	Installed Capacity	Utilised Capacity	Capacity Utilisation Ratio (%)
2002-03	45	41	91.11%
2003-04	46	44	95.65%
2004-05	48	47	97.92%

J) HUMAN RESOURCES

We place a high premium on our human capital and believe that our success and ability to retain our position in the business arena is largely due to the talent and skills of people. Since inception, we have grown along with its people and this has helped create a culture of warmth, involvement and a deep sense of responsibility and ownership.

Our ability to attract, train, retain, and constantly motivate effectively, is demonstrated by the goodwill that we command, not just amongst our clients, but our people as well. Almost all of our senior management personnel have been with us for a long period of time. This is primarily due to the fact that our management policy stresses on management by responsibility and management by objectives. In order to impart a sense of ownership to our employees, our Promoters have transferred a part of their holding to a large part of the employee base.

Our attitude towards our people encompasses the aspects of professional growth through empowerment, levels of satisfaction and personal growth. To achieve all these, we have put into effect several programmes and initiatives. Having a flat organizational structure, our culture encourages our employees to share issues, solutions and ideas. Creativity, innovative thinking and freedom to experiment is encouraged and this has resulted in a young, motivated, pro-active, and innovative work-force, with 449 employees as on October 24, 2005, with a large number of Post Graduates / Graduates and technically qualified professionals.

We are one of the few companies in the world to comply with the Hasbro Global Business Ethics Principles. This social compliance audit ensures that we are compliant with the International Council of Toy Industries (ICTI) in terms of the global best practices standards.

Recruitment

The recruitment focus at our Company has been to employ a combination of technical expertise and innovative thinking for all areas and services spanning the organisation. Our management believes that the flow of new ideas, strategies and processes, adds constant value both to the organisation and to its clients.

Recruitment is a planned activity for our entire Company and spans all levels of the organisation. Our management believes that current employees, associates, customers and vendors are closest to the understanding of our Company and of our business and word of mouth recommendations and publicity for the Company are effective recruitment tools. Therefore the main sources of advertising is direct on campus recruitment from Engineering / Post Graduate Schools, Advertising (Press & Web) and references, Placement agencies and the Internet.

Training

Our training programme for a new recruit extends between four to five weeks which also includes the induction programme. This is further substantiated by courses in management, technology, skills and personality development through external and internal training faculty. An average employee would typically spend 10-15 days in a year on imbibing this training. For new technology absorption, we have special training and re-training sessions from the OEM's and other specialists.

Our training module includes:

a) **Repro - Orientation -** This module covers the background, history, vision, philosophy and an industry overview. The module also covers our unique position in the market place and the factors that influence the same. Our short and long term plans are also shared.

b) **Repro - Product/Process/Services/Systems -** This module covers a detailed understanding of our business segments, products and services. Our own case studies of clients are extensively used to link concepts and practical applications.

c) **Culture and Value Systems -** This includes interaction with the senior management and board level - where experiences and the basic values and ethics of the business are shared.

d) **Personality Development and Skills -** This includes programmes to develop and emphasise on team building, communication, presentation skills, career planning, interpersonal skills etc.

Career Development & Employee Retention Strategy

Planning, guiding and structuring employees' career growth path is considered imperative to Repro's own growth. Ensuring the alignment of employees' career expectations and our business plans provides a synergistic approach.

Great emphasis is placed on informal training and learning environments. Initiatives in this area include:

1. **Workshops and Seminars –** These are conducted in an informal atmosphere with a view to stimulating new ideas from young minds.

2. **Formal Training** – Executives are sent for brief training courses to institutions like the IIMs etc. to interact and experience different management techniques.

3. **Overseas Experience** – Executives are sent overseas for seminars, conferences and trade fairs to increase exposure to the global scenario.
4. **Professional Development Sessions** – Industry Leaders are invited to address employees on different aspects of business – leading to a free interchange of ideas.
5. **Weekly Meetings** – The middle & key management meet on a weekly basis to review performance, discuss strategies and plan for the week, month and the quarter.
6. **Empowerment Programs** – Initiative is rewarded by enabling participation in decision-making processes. Employees at all levels are encouraged to voice their suggestions in Function Specific committees like the Management Committee (ManCom) – which is responsible for the overall management of the business and the operations; the Quality Committee (QualCom) – that ensures that Quality Systems are adhered to and new initiatives launched etc.

Our Company manages and evaluates all employees on "the "Management by Objectives" (MBO) model. Across the organisation, annual plans for departments are presented. This includes a process of identification of "Key Performance Indicators or as Areas" by the department itself. These are then monitored through quarterly and half yearly reviews. Structured interviews and reviews keep the management updated on employee satisfaction levels at all times.

Communication programmes

Employees are kept abreast of the latest development and happenings in the Company through ongoing formal and informal communication programmes. Weekly meetings, attended by the Management Committee and the Board, encourage the discussion of issues, sharing of news, and brainstorming of new ideas.

PROPERTY

The details of the properties occupied/used/owned by us are given below:

FACTORY PREMISES

Our Company has its factory at Plot No. 50/2 in the Trans Thane Creek Industrial Area, Limits of Mahape and Khairane Village, Navi Mumbai, admeasuring about 14,093 square metres, which is leased from Maharashtra Industrial Development Corporation ("MIDC") by a Lease Deed dated August 14, 1995 and confirmed by a Deed of Confirmation dated September 30, 1995 registered with Sub-Registrar of Assurances, Thane II at Vashi under no. 2630/1995 (New No. 7041/2001) on October 11, 1995 for a period of 95 years commencing January 1, 1994 on the terms and conditions stated therein. Pursuant to the Lease Deed, we have a continuing obligation to make payment of lease rent and other outgoings to MIDC as mentioned in the aforesaid Lease Deed.

REGISTERED OFFICE

The registered office of our Company located at 2nd Floor, Marathe Udyog Bhavan, Appasaheb Marathe Marg, Prabhadevi, Mumbai –400 023, which premises have been taken by our Company on leave and license basis from M/s. Prime Enterprises for a period of 36 months commencing from April 01, 2005 till March 31, 2008 vide Agreement dated April 01, 2005.

GODOWN ARRANGEMENTS

We currently occupy two godowns, as per the following details:

We have a godown at A-181, MIDC, TTC Industrial Area, Mahape, Navi Mumbai – 400 710 admeasuring about 16,990 square feet. The said property is taken on leave & license basis from M/s. P. P. Corporation for a period of 33 months from November 01, 2004 till July 31, 2007 vide a Leave and License Agreement dated November 1, 2004.

Our second godown is situated at Plot No. A-199 at TTC Industrial Area, Mahape, Navi Mumbai – 400 710 admeasuring about 1,230 square metres. The said property is taken on leave & license basis from M/s. B. R. Fibers for a period of 11 months from November 16, 2004 to October 15, 2005 vide a Leave and License Agreement dated January 30, 2005.

The aforesaid godowns are primarily used for storage of raw materials and finished goods.

FLAT USED FOR RESIDENTIAL PURPOSE OF EMPLOYEE OF OUR COMPANY

Vide Leave and License Agreement dated August 12, 2004 entered into between Ms. Renu Sachdev and our Company, a flat at House No. 601, at Avantika Residential Complex, Birla House, Birla Lane, Near Hotel Centaur, Juhu, Mumbai admeasuring 1,270.58 square feet has been taken from Ms. Renu Sachdev on a leave and licence basis for a period of 5 years commencing from August 15, 2004, along with furniture, fixtures, fittings, for residential purpose of the Company's official(s) and the members of his family. Currently the flat is being occupied by our Managing Director Mr. Sanjeev Inderjit Vohra.

PROPERTIES OWNED BY THE COMPANY AT GOREGAON, MUMBAI

The Company owns two flats at Goregaon, Mumbai, the detail addresses of which are stated below:

1) Flat No.104,
1st Floor, 'B' building,
The Moroccan,
Sr. No.169, Village Marol Maroshi,
Goregaon (E), Mumbai

2) Flat No. 702, 7th Floor,
Golden Isle,
Sr. No.169, Village Marol Maroshi,
Goregaon (E), Mumbai

Flat No. 104 in the building 'The Moroccan' is vacant and Flat No. 702 in the building 'Golden Isle' is still under construction.

There is no property acquired by our Company or proposed to be purchased or acquired by our Company other than as disclosed elsewhere in this Red Herring Prospectus or proposed to be purchased or acquired, which is to be paid wholly or partly out of the proceeds of this Issue, or the purchase or acquisition of which has not been completed as on the date of filing this Red Herring Prospectus with SEBI, other than property:

a. the contract for the purchase or acquisition whereof was entered into in the ordinary course of our business, the contract not being made in contemplation of this Issue, nor this Issue in contemplation of the contract; or

b. in respect of which the purchase money is not material.

KEY INDUSTRY REGULATIONS

We are one of the largest end-to-end printing service providers of the country. Our service encompasses a wide range of activities from content creation and design to manufacturing, warehousing and dispatch of high volume print material. We believe that some of our value added services, which are an integral part of the business process of our clients, have enabled us to become a partner of our clients instead of a mere vendor. Our clientele includes publishing houses, corporates, software companies etc. in both domestic and international market. In our opinion, we are well poised to benefit growing international trend of outsourcing print and related services like content creation from countries like India.

Laws relating to excise, customs, sales tax, pollution control, factory and labour-related matters etc. are applicable to us, as they are applicable to all industrial establishments. However, in our capacity as an end-to-end printing service provider, there is a specific set of legislations and regulations applicable to us, as is applicable to printers and publishers of any book, magazine etc. in India.

THE PRESS AND REGISTRATION OF BOOKS ACT, 1867

The Press and Registration of Books Act, 1867 provides, *inter alia*, a legal framework for the regulation of printing presses and newspapers, the preservation of copies of books and newspapers printed in India, and for the registration of such books and newspapers. This Act places the obligation on our Company, in its capacity as a printer to make a declaration of the possession of a printing press, and to print, *inter alia*, its name as a printer and the place of printing on every book or paper printed. This Act also provides for other duties and obligations to be fulfilled by our Company in its capacity as a printer, and the penalties for non-compliance therewith.

OTHER LEGISLATIONS AFFECTING THE COMPANY

Other than the Press and Registration of Books Act, 1867, the Parliament has passed several legislations which, directly or indirectly, either generally or in certain emergencies or other specified situations, prohibit, restrict and/or regulate the dissemination and publication of various kinds and categories of information, and prescribe consequences for non-compliance therewith. All these legislations may expose our Company and its officials to regulatory action if the prohibitions and/or restrictions and/or regulations in any of them are not complied with.

An indicative (not being exhaustive) list of such legislations [along with brief gist of some of the offence(s) which may lead to penalty/prosecution under those legislations] is set out below:

1. **The Indian Penal Code, 1860** – the Indian Penal Code contains several provisions in relation to punishments for various offences in relation to printed matter. There are penal provisions if any printed matter constitutes or leads to any offence(s) under the said Code. These offences *inter alia* include – (i) Sedition; (ii) Promoting enmity between different groups on grounds of religion, race, place of birth, residence, language, etc., and doing acts prejudicial to harmony (iii) Imputations, assertions prejudicial to national integration (iv) Any false statement in connection with an election (v) Production of obscene books or objects (vi) Publication of any advertisement relating to an unauthorised lottery (vii) Deliberate and malicious acts intended to outrage religious feelings of any class, by insulting a religion or religious beliefs (viii) Defamation (ix) Statements conductive to public mischief etc.;
2. **The Indian Post Office Act, 1898** – transmitting any newspaper printed and published in India by post without conforming to the rules laid down in the Press and Registration of Books Act, 1867;
3. **The Emblems and Names (Prevention of Improper Use) Act, 1950 –** use of any emblem or name mentioned in the Schedule to this Act or any imitation thereof the purpose of any trade, business, calling, profession etc. or as title of any patent, trademark, designs without the prior permission of the Central Government;
4. **Representation of the People Act, 1951** – primarily relating to restrictions and requirements regarding printing of election pamphlets or election posters;
5. **The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954** – this Act prohibits advertising of certain drugs for treatment of certain diseases and disorders, and also prohibits publication of misleading advertisements relating to drugs. Any such publications would be a punishable offence;
6. **The Prize Competition Act, 1955** – promotion of any unlicensed Prize Competition;

7. **The Young Persons (Harmful Publications) Act, 1956 –** Sale, hire, distribution, public exhibition or circulation, production, etc. of any harmful publication;
8. **The Contempt of Courts Act, 1971 –** Publication of any matter which scandalises or tends to scandalise, lowers or tends to lower the authority of any Court or prejudices or interferes or tends to interfere with the due course of any judicial proceeding or the administration of justice in any manner;
9. **The Prevention of Insults to National Honour Act, 1971 –** Provisions regarding insults, etc. to the Indian National Flag, the Constitution of India and the Indian National Anthem;
10. **The Prize Chits and Money Circulation Schemes (Banning) Act, 1978 –** Promotion of any banned Prize Chit or Money Circulation Scheme and doing other specified activities including printing of any tickets, coupons or other documents in relation to the same;
11. **The Indecent Representation of Women (Prohibition) Act, 1986 –** Publication of any advertisement which contains an indecent representation of women in any form, producing or circulating any matter which contains an indecent representation of women in any form;
12. **The Juvenile Justice (Care and Protection of Children) Act, 2000 –** Report in any print media which discloses any details which are calculated to lead to the identification of a juvenile in conflict with law, or publishing a picture of a juvenile in conflict with law;

There are several other legislations, including but not limited to the Atomic Energy Act, 1962, the Customs Act, 1962, the Official Secrets Act, 1923, The Civil Defence Act, 1968, The Parliamentary Proceedings (Protection of Publication) Act, 1977, Criminal Law Amendment Act, 1961, The Copyright Act, 1957, Criminal Procedure Code, 1973, Information Technology Act, 2000, among others under which, for certain defined non-compliances, our Company and our officials may be liable.

HISTORY & CORPORATE STRUCTURE

HISTORY AND MAJOR EVENTS

We started our business as a Partnership Firm, formed under the name and style of M/s Repro under an original Partnership Deed dated July 23, 1984. The said deed was modified by the Partnership Deed dated May 1, 1991 and the firm was registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Maharashtra vide Registration number B – 199267.

M/s Repro was incorporated as Repro Press Private Limited on April 1, 1993 under part IX of the Act in the State of Maharashtra, under Registration No. 11-71431 of 1993-94. On February 9, 1995, our Company changed its name from Repro Press Private Limited to Repro India Private Limited. On February 14, 1995 the Company changed its name to Repro India Limited. *Vide* an order dated March 13, 2000, the High Court of Mumbai sanctioned the scheme of amalgamation of two private limited companies, being, Repro Reproduction and Binders Private Limited and Repro Prints and Binders Private Limited with our Company with effect from December 31, 1999. These two private limited companies were erstwhile partnership firms, in which two directors of our Company, i.e. Mr. Sanjeev Inderjit Vohra and Mr. Vinod Inderjit Vohra, were partners.

The chronology of key corporate events since our incorporation in 1993 is as follows:

Year	Key Corporate Events
1993	Incorporated as Repro Press Private Limited in the State of Maharashtra
1994	Change in Authorised Capital of the Company January and October
1995	Changed our name to Repro India Private Limited Changed our name to Repro India Limited
2000	• Change in Authorised Capital of the company in February 2000 • Change in the Object Clause in May 2000 • *Vide* an order dated March 13, 2000, the High Court of Mumbai sanctioned the scheme of amalgamation of two private limited companies, being, Repro Reproduction and Binders Private Limited and Repro Prints and Binders Private Limited with our Company with effect from December 31, 1999. • Change of Registered office of the Company from A-2/250 Shah and Nahar Industrial Estate, Lower Parel, Mumbai – 400 013 to Marathe Udyog Bhavan, 2nd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025.

MAIN OBJECTS OF THE COMPANY

The main objects of our Company as contained in our Memorandum of Association are:

- To carry on the business of printing and to act as Job printers, Lithographers, Stereotypers, electrotypers, photographic printers, book binders, block makers, type founders, art printers, photolithographers, chromolithographers, engravers, embossers, numerical printers, pre-press designing, art works, photo composing, die-sinkers, die-stampers, envelope manufacturers, machine rules, graphic designs and electronic pre-press including digital manipulation of texts, graphics and images, post press including all types of finishing and binding, offset printing, colour offset printing, multi-colour printing, including printing of Annual Reports, Brochures, Computer Manuals, Leaflets, House Journals, Corporate Manuals, festive complimentary and fancy cards.
- To provide a broad range of Business Process Outsourcing (BPO) services for original equipment manufacturers, independent software vendors, internet service providers, etc., We are fulfillment vendor providing services that include order processing, reporting systems, database management, customer promotion, assembly and despatch, warehousing, media replication, printing, production, sourcing, procurement, obsolescence control, inventory control, research, forecasting, creative, designing, content creation and management, store front development, value engineering, project management, internet

services, call centres and response centre services and e-Commerce support services.

- To carry on business relating to e-Commerce support services, internet, intranet, world wide web, integrated end to end solution and integration of web ordering with fulfillment operation, customer relationship management services, knowledge management services, all types of value added services in connection with telecommunication and to develop, provide, undertake, design, import, export, distribute and deal in software development project, software project consultancy and computer services and to own and / or operate data processing and service centres globally.

The main objects clause and the objects incidental or ancillary to the main objects of the Memorandum of Association of our Company enable us to undertake our existing activities and the activities for which the funds are being raised through this Issue.

CHANGES IN OUR MEMORANDUM OF ASSOCIATION

Since inception, the following changes have been made in our Memorandum of Association:

Sr. No.	Date of shareholder approval	Brief details of the changes
1	January 5, 1994	Increase in Authorised Capital from Rs. 10 Million divided into 1,000,000 Equity Shares of Rs. 10/- each to 35 Million divided into 3,500,000 Equity Shares of Rs. 10/- each
2	October 24, 1994	Increase in Authorised Capital from Rs. 35 Million divided into 3,500,000 Equity Shares of Rs. 10/- each to Rs. 60 Million divided into 6,000,000 Equity Shares of Rs. 10/- each
3	February 9, 1995	Change of name from Repro Press Private Limited to Repro India Private Limited
4	February 14, 1995	Change of name from Repro India Private Limited to Repro India Limited
5	February 15, 2000	Ø Increase in Authorised Capital from Rs. 60 Million divided into 6,000,000 Equity Shares of Rs. 10/- each to Rs. 250 Million divided into 250,000,000 Equity Shares of Rs. 10/- each Ø The Object Clauses were changed by incorporating some additional clauses in Other Objects
6	May 30, 2000	The Object Clauses were changed by incorporating some additional clauses in Main Objects

OUR SUBSIDIARIES

We do not have any subsidiary.

OTHER AGREEMENTS

As on the date of filing this Red Herring Prospectus with SEBI, we are not a party to any material contract:

(i) not being a contract entered into in the ordinary course of our business carried on or intended to be carried on by us; or

(ii) which was entered into more than two years before the date of filing of this Red Herring Prospectus with SEBI

MANAGEMENT

BOARD OF DIRECTORS

The following table sets forth details regarding our Board of Directors as at the date of this Red Herring Prospectus:

Name, Designation, Father's Name, Address, Occupation and Term (including Rotational status)	Nationality	Age (years)	Other Directorships
Mr. Vinod Inderjit Vohra Chairman & Whole-Time Director S/o Mr. Inderjit Vohra Dinaco Twins, 18, Union Park Pali Hill, Bandra (West) Mumbai 400 050 Industrialist	Indian	53	Nil
Mr. Sanjeev Inderjit Vohra Managing Director S/o Mr. Inderjit Vohra Dinaco Twins, 18, Union Park Pali Hill, Bandra (West) Mumbai 400 050 Industrialist	Indian	48	Nil
Mr. Dushyant Rajnikant Mehta Whole-Time Director S/o Mr. Rajnikant H. Mehta 3rd Floor, Sea-Side Apartments Prabhanagar, P. Balu Marg, Prabhadevi, Mumbai 400 025 Industrialist	Indian	50	Nil
Mr. Mukesh Rajnikant Dhruve Whole-Time Director S/o Mr. Rajnikant Dhruve 501, Morning Glory, Aram Society, Thakar Park Road, Santacruz (East) Mumbai 400 055 Industrialist	Indian	45	Nil
Mr. Rajeev Inderjit Vohra Whole-Time Director S/o Mr. Inderjit Vohra Dinaco Twins, 18, Union Park Pali Hill, Bandra (West) Mumbai 400 050 Industrialist	Indian	45	Nil

Name, Designation, Father's Name, Address, Occupation and Term (including Rotational status)	**Nationality**	**Age (years)**	**Other Directorships**
Mr. Alyque Jay Padamsee Non-Executive & Independent Director S/o Mr. Jay Padamsee 3rd Floor, Christmas Eve Building, Warden Road, Mumbai 400 026 Professional	Indian	74	Nil
Dr. Jamshed J. Irani Non-Executive & Independent Director S/o Jiji D. Irani Bombay House, 24, Homi Mody Street, Fort, Mumbai – 400 001 Professional	Indian	69	Tata Sons Limited Tata Steel Limited Tata Industries Limited Tata Motors Limited Tata Teleservices Limited Motor Industries Co. Limited BOC India Limited Electrosteel Castings Limited Goodlass Nerolac Paints Limited TRF Limited Tata Refractories Limited Tata Ryerson Limited Tata Inc., New York
Mr. Nassereddin Mukhtar Munjee (Nasser Munjee) Non-Executive & Independent Director S/o Mukhtar Cassamally Munjee Champagne House, 69, Worli Sea Face, Worli, Mumbai – 400 018 Professional	Indian	52	Asea Brown Boveri Limited Cummins India Limited Development Credit Bank Limited Gujarat Ambuja Cements Limited HDFC Limited HSBC Mutual Fund ITD Cementation India Limited Maharashtra Airport Development Company Ltd. Mahindra & Mahindra Financial Services Ltd. Securities Trading Corporation of India Limited Tata Infotech Limited Unichem Laboratories Limited Voltas Limited
Mr. Sanjay Khatau Asher Non-Executive & Independent Director S/o Mr. Khatau Chatrabhuj Asher 32, Mody Street, Fort, Mumbai 400 001 Professional	Indian	41	A.L. Movers Private Limited A.L. Records Management Private Limited Allied Pickfords India Private Limited Aasia Industrial Technologies Limited Bajaj Allianz Life Insurance Company Limited Bajaj Allianz General Insurance Company Limited Dewas Soya Limited Diamant Boart Marketing Private Limited Finolib Chemicals Private Limited Finolex Investments Company Private Limited Finolex Cables Limited Finolex Wire Products Limited

Name, Designation, Father's Name, Address, Occupation and Term (including Rotational status)	Nationality	Age (years)	Other Directorships
			Finolex Coil Cord Private Limited Huntleigh Healthcare India Private Limited IndusInd Media & Communications Limited Infomedia India Limited Migatronic India Private Limited Morgan Stanley Investment Management Private Limited Mepha Pharma India Private Limited New Vernon Advisory Services Private Limited Plastro Plasson Irrigation Systems Limited Ratiopharm India Private Limited Regent Drugs Limited Schlafhorst Engineering (India) Limited Shop 24 Seven India Private Limited Shop 24 Seven Holdings India Private Limited Shree Renuka Sugars Limited Siporex India Limited Zinser Textile Systems Private Limited
Mr. Ullal R. Bhat Non-Executive & Independent Director S/o Dr. U. V. Krishna 3A/203, Green Acres, Lokhandwala Complex, Andheri (West) Mumbai 400 053 Professional	Indian	54	Alphaplus Investment Management Private Limited Unitis Tower Wealth Advisors Private Limited

BRIEF BIOGRAPHIES OF OUR DIRECTORS

Brief biographies of our directors are given below:

Mr. Vinod Inderjit Vohra, 53, the Chairman of our Company, is a Science Graduate. Having begun his career in marketing, his interests led him to setting up technology led projects. Being keenly interested in technology, he was among the few people to recognise the potential of the Apple Macintosh computer and use it for Graphic Desktop Publishing and Multimedia applications. His vision was instrumental in our Company's transition to the area of Fulfillment services. He was responsible for the planning and setting up our Company's Print and Fulfillment facility, and currently keeps in tune with the technology required to enhance the business infrastructure as well as to plan the infrastructure for our Company's foray into newer business lines.

Mr. Sanjeev Inderjit Vohra, 48, is the Managing Director of our Company. Having graduated in Economics and Finance, he is the main financial mind behind our Company and he has been significantly responsible for the investment strategy of our Company that has driven our Company into the field of value added print solutions. Through his direction, guidance and efficient resource management, he has taken our Company into high growth business areas, which have resulted in niche and specialised segments of growth.

Mr. Dushyant Rajnikant Mehta, 50, Director, an MBA in Marketing, has over 25 years of experience in Marketing, Advertising and Sales. Mr. Mehta is an acknowledged specialist in brand building, strategy and account planning techniques. As head of Contract Advertising – Mumbai; and later as General Manager with Lintas India, he was involved in several high profile brand launches. Enhancing his marketing skills through various seminars held at the Asian Institute of Management and the Indian

Institute of Management, Mr. Mehta has held workshops in marketing strategy and brand building for leading corporates. As a respected member of the advertising fraternity, Mr. Mehta has been the judge for the prestigious ABBY Awards for several years. With the dual portfolio of Corporate Planning and New Business Development and Marketing, he is currently responsible for the movement of our Company into the high growth areas of Exports and also leads it into developing new business, new products and geographies.

Mr. Mukesh Rajnikant Dhruve, 45, Director and a Fellow Member of the Institute of Chartered Accountants of India. As a part of our Company since its inception, he played a critical role in its expansion into new business areas. He leads the businesses with the countries in the African continent. He has been responsible for building relationships with financial institutions. He currently directs the legal and statutory operations of our Company.

Mr. Rajeev Inderjit Vohra, 45, Director of our Company, is a commerce graduate. He has over the past years, acquired considerable experience in manufacturing, both on the technical and management front. Based on this experience he has introduced efficient technology processes to our Company. His skills were acknowledged when he was nominated for the India Young Business Achiever Award instituted by Sistas Worldcom Inc and the Indian Express Group in 1997. He currently directs our Company's Print and Fulfillment facility in Navi Mumbai.

Mr. Alyque Padamsee, 74, has a rich background in the areas of advertising, theatre and public service. For 14 years he was the Chief Executive of Lintas India before becoming the Regional Co-ordinator of Lintas South Asia. He was voted into the International Clio Hall of Fame. He has directed 'Interpretations of the Kama Sutra' - our Company's multimedia software on CD-ROM. Mr. Padamsee is currently Communications Advisor to the Chief Minister of Andhra Pradesh State, consultant to McCann Erickson India and has been appointed Chairman of the creative Advisory Committee of Doordarshan. He was awarded the Padmashri in 1999 for his contributions to the field of advertising and theatre. A concerned citizen and social activist, he is also a communications advisor to Global Cancer Concern (India).

Dr Jamshed J Irani, 69, has been associated with the House of Tata for almost his entire lifetime. On return from UK after a long stint at Sheffield University and British Steel, he joined Tata Steel in Jamshedpur at the age of 30. His entire working life in India has been with Tata Steel where he ultimately rose to the position of Managing Director – a post which he held for a decade before retiring in 2001. He is currently a Director of Tata Sons and several other Tata companies, including Tata Steel. Dr. Irani transformed Tata Steel into the sophisticated steel company it is today, both in physical form and attitude. He is looked upon as the 'change agent' who has made the steel behemoth a force to be reckoned with in the steel manufacturing world. Tata Steel is now recognised as one of the lowest cost producers of steel in the world, and also known for its sophisticated products manufactured in modern up-to-date mills. Dr. Irani has also been associated with various industry organisations, was the President of CII, AIMA and various other bodies during his career. He was awarded the Honorary Knighthood, KBE by the Queen Elizabeth II for his pioneering work in promoting the Indo-British partnership.

Mr. Nassereddin Mukhtar Munjee (Nasser Munjee), 52, has joined our Board as Independent Director. Educated in the UK and the US, his entire career has spanned the creation of financial institutions in India based on an abiding interest in the problems of development in an emerging economy. His career began with the creation of the first mortgage company in India – the Housing Development Finance Corporation (HDFC), with which, he was associated for twenty years rising to be its Executive Director. Subsequently he created the Infrastructure Development Finance Company in joint partnership with Government of India and both domestic and international institutions and was associated with the company as Managing Director and CEO for seven years. He is presently on the Board of the thirteen companies. In addition, he is also associated with several other institutions such as KPMG India, World Bank: Public Private Infrastructure Advisory Fund, CII Western Region etc. in various capacities.

Mr. Sanjay Asher, 41, joined our Board as an Independent Director. He is a Bachelor in Commerce and a Bachelor of Law from the Mumbai University. He is a qualified Chartered Accountant. He has been a practicing Advocate since 1989 with M/s. Crawford Bayley & Co. He was admitted as a Solicitor in the year 1993 and is a partner of M/s. Crawford Bayley & Co., since 2000.

Mr. Ullal R. Bhat, 54 is one of India's well known investment advisors having been the Chief Investment Officer of Jardine Fleming in India for 7 years advising the Indian investments of the Flemings group and subsequently of JP Morgan, of over US$ 1 billion. Ullal R. Bhat holds an M.Sc. from IIT, Kanpur and has attended advanced courses on Finance at the Harvard Business School, Boston and Indian Institute of Management, Ahmedabad. He is a Fellow of the Chartered Institute of Bankers, London.

He has been writing a well-regarded monthly editorial column for the last 7 years in the Economic Times.

BORROWING POWERS OF THE DIRECTORS

Vide an ordinary resolution approved at the extraordinary general meeting of the shareholders held on November 17, 1997 the current borrowing powers of the Directors pursuant to Section 293(1)(a) and Section 293(1)(d) of the Companies Act is Rs. 750 million.

TERMS AND CONDITIONS OF APPOINTMENT OF MANAGING DIRECTOR/WHOLE TIME DIRECTORS

Terms and conditions of re-appointment of Mr. Vinod Inderjit Vohra:

Mr. Vinod Inderjit Vohra was re-appointed as Chairman (as a Whole-time Director) of our Company for a period of five years with effect from March 1, 2005 till February 28, 2010 at the Extraordinary General Meeting of our Company held on April 25, 2005. The terms and conditions of his re-appointment are as follows:

Salary: Not exceeding Rs. 98,000/- per month plus annual increment in the pay scale of Rs. 98,000-50,000-1,98,000-75,000-4,23,000 and subject to the applicable provisions of Schedule XIII and other provisions of the Companies Act, 1956.

Perquisites : In addition to Salary, the following perquisites shall be allowed to Mr. Vinod Inderjit Vohra (referred to as "**Director**"):

Category A:

Housing: Our Company shall provide furnished accommodation to the Director. If the Director is having his own accommodation, our Company shall pay house rent allowance at the rate as may be determined.

Our Company shall provide equipments and appliances, furniture and fixtures and furnishing at the residence of the Director at the entire cost of our Company. Our Company shall reimburse the expenses of gas, electricity, water etc. The Expenditure on these, valued in accordance with the Income-tax Rules, shall not exceed 10% of the salary.

Medical Reimbursement:

Medical expenses for self and family shall be reimbursed by our Company, subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.

Leave Travel Concession:

Our Company shall provide leave travel fare for the Director and his family once in a year as per the Rules of our Company.

Club Fees:

Our Company shall reimburse annual fees for maximum two clubs.

Personal Accident Insurance:

Our Company shall pay personal accident insurance premium up to Rs.4,000/- per annum.

Our Company shall provide a car with driver at the entire cost of our Company for use on Company's business. Use of the car for personal use shall be billed by our Company to the Director.

Our Company shall provide telephone at the residence of the Director at the entire cost of our Company. Personal long-distance calls shall be billed by our Company to the Director.

Category B:

Contribution to provident fund, superannuation fund or annuity fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.

Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.

Encashment of leave at the end of the tenure.

Mr. Vinod Inderjit Vohra shall also be entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of our Company's business.

In the event of inadequacy of profits, Mr. Vinod Inderjit Vohra shall be paid as per the limits mentioned in Part II of Schedule XIII of the Companies Act, 1956 and other applicable legal provisions and the Articles of Association of our Company.

The Board of Directors have been authorised to fix the remuneration of Mr. Vinod Inderjit Vohra in pursuance of the above.

Terms and conditions of re-appointment of Mr. Sanjeev Inderjit Vohra:

Mr. Sanjeev Inderjit Vohra was re-appointed as Managing Director of our Company for a period of five years with effect from March 1, 2005 till February 28, 2010 at the Extraordinary General Meeting of our Company held on April 25, 2005. The terms and conditions of his re-appointment are as follows:

Salary: Not exceeding Rs. 96,000/- per month plus annual increment in the pay scale of 96,000-50,000-1,96,000-75,000-4,21,000 together with applicable perquisites and subject to the applicable provisions of the Schedule XIII and other provisions of the Companies Act.

Perquisites:

In addition to Salary, the following perquisites shall be allowed to Mr. Sanjeev Inderjit Vohra (referred to as "**Managing Director**"):

Category A:

Housing:

Our Company shall provide furnished accommodation to the Managing Director. If the Managing Director is having his own accommodation, our Company shall pay house rent allowance at the rate as may be determined.

Our Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence of the Managing Director at the entire cost of our Company. Our Company shall reimburse the expenses of gas, electricity, water etc. The Expenditure on these, valued in accordance with the Income-tax Rules, shall not exceed 10% of the salary.

Medical Reimbursement:

Medical expenses for self and family shall be reimbursed by our Company, subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.

Leave Travel Concession:

Our Company shall provide leave travel fare for the Managing Director and his family once in a year as per the Rules of our Company.

Club Fees:

Our Company shall reimburse annual fees for maximum two clubs.

Personal Accident Insurance:

Our Company shall pay personal accident insurance premium up to Rs.4,000/- per annum.

Our Company shall provide a car with driver at the entire cost of our Company for use on Company's business. Use of the car for personal use shall be billed by our Company to the Managing Director.

Our Company shall provide telephone at the residence of the Managing Director at the entire cost of our Company. Personal long-distance calls shall be billed by our Company to the Managing Director.

Commission:

Commission shall be payable not exceeding 5% of Company's net profits per annum pursuant to the provisions of Schedule XIII and other applicable provisions of the Companies Act, 1956.

Category B:

Contribution to provident fund, superannuation fund or annuity fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.

Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.

Encashment of leave at the end of the tenure.

Mr. Sanjeev Inderjit Vohra shall also be entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of our Company's business.

In the event of inadequacy of profits, Mr. Sanjeev Inderjit Vohra shall be paid as per the limits mentioned in Part II of Schedule XIII of the Companies Act, 1956 and other applicable legal provisions and the Articles of Association of our Company.

The Board of Directors have been authorised to fix the remuneration of Mr. Sanjeev Inderjit Vohra in pursuance of the above.

Terms and conditions of re-appointment of Mr. Dushyant Rajnikant Mehta:

Mr. Dushyant Rajnikant Mehta was re-appointed as Director (as a Whole-time Director) of our Company for a period of five years with effect from March 1, 2005 till February 28, 2010 at the Extraordinary General Meeting of our Company held on April 25, 2005. The terms and conditions of his re-appointment are as follows:

Salary: Not exceeding Rs. 95,000/- per month plus annual increment in the pay scale of Rs. 95,000-50,000-1,95,000-75,000-4,20,000 and subject to the applicable provisions of Schedule XIII and other provisions of the Companies Act, 1956.

Perquisites:

In addition to Salary, the following perquisites shall be allowed to Mr. Dushyant Rajnikant Mehta (referred to as "**Director**") :

Category A:

Housing:

Our Company shall provide furnished accommodation to the Director. If the Director is having his own accommodation, our Company shall pay house rent allowance at the rate as may be determined.

Our Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence of the Director at the entire cost of our Company. Our Company shall reimburse the expenses of gas, electricity, water etc. The Expenditure on these, valued in accordance with the Income-tax Rules, shall not exceed 10% of the salary.

Medical Reimbursement:

Medical expenses for self and family shall be reimbursed by our Company, subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.

Leave Travel Concession:

Our Company shall provide leave travel fare for the Director and his family once in a year as per the Rules of our Company.

Club Fees:

Our Company shall reimburse annual fees for maximum two clubs.

Personal Accident Insurance:

Our Company shall pay personal accident insurance premium up to Rs.4,000/- per annum.

Our Company shall provide a car with driver at the entire cost of our Company for use on Company's business. Use of the car for personal use shall be billed by our Company to the Director.

Our Company shall provide telephone at the residence of the Director at the entire cost of our Company. Personal long-distance calls shall be billed by our Company to the Director.

Category B:

Contribution to provident fund, superannuation fund or annuity fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.

Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.

Encashment of leave at the end of the tenure.

Mr. Dushyant Rajnikant Mehta shall also be entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of our Company's business.

In the event of inadequacy of profits, Mr. Dushyant Rajnikant Mehta shall be paid as per the limits mentioned in Part II of Schedule XIII of the Companies Act, 1956 and other applicable legal provisions and the Articles of Association of our Company.

The Board of Directors have been authorised to fix the remuneration of Mr. Dushyant Rajnikant Mehta in pursuance of the above.

Terms and conditions of re-appointment of Mr. Mukesh Rajnikant Dhruve:

Mr. Mukesh Rajnikant Dhruve was re-appointed as Director (as a Whole-time Director) of our Company for a period of five years with effect from March 1, 2005 till February 28, 2010 at the Extraordinary General Meeting of our Company held on April 25, 2005. The terms and conditions of his re-appointment are as follows:

Salary: Not exceeding Rs. 88,000/- per month plus annual increment in the pay scale of Rs. 88,000-50,000-1,88,000-75,000-4,13,000 and subject to the applicable provision of the Schedule XIII and other provisions of the Companies Act, 1956.

Perquisites:

In addition to Salary, the following perquisites shall be allowed to Mr. Mukesh Rajnikant Dhruve (referred to as "**Director**"):

Category A:

Housing:

Our Company shall provide furnished accommodation to the Director. If the Director is having his own accommodation, our Company shall pay house rent allowance at the rate as may be determined.

Our Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence of the Director at the entire cost of our Company. Our Company shall reimburse the expenses of gas, electricity, water etc. The Expenditure on these, valued in accordance with the Income-tax Rules, shall not exceed 10% of the salary.

Medical Reimbursement:

Medical expenses for self and family shall be reimbursed by our Company, subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.

Leave Travel Concession:

Our Company shall provide leave travel fare for the Director and his family once in a year as per the Rules of our Company.

Club Fees:

Our Company shall reimburse annual fees for maximum two clubs.

Personal Accident Insurance:

Our Company shall pay personal accident insurance premium up to Rs.4,000/- per annum.

Our Company shall provide a car with driver at the entire cost of our Company for use on Company's business. Use of the car for personal use shall be billed by our Company to the Director.

Our Company shall provide telephone at the residence of the Director at the entire cost of our Company. Personal long-distance calls shall be billed by our Company to the Director.

Category B:

Contribution to provident fund, superannuation fund or annuity fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.

Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.

Encashment of leave at the end of the tenure.

Mr. Mukesh Rajnikant Dhruve shall also be entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of our Company's business.

In the event of inadequacy of profits, Mr. Mukesh Rajnikant Dhruve shall be paid as per the limits mentioned in Part II of Schedule XIII of the Companies Act, 1956 and other applicable legal provisions and the Articles of Association of our Company.

The Board of Directors have been authorised to fix the remuneration of Mr. Mukesh Rajnikant Dhruve in pursuance of the above.

Terms and conditions of re-appointment of Mr. Rajeev Inderjit Vohra:

Mr. Rajeev Inderjit Vohra was re-appointed as Director (as a Whole-time Director) of our Company for a period of five years with effect from March 1, 2005 till February 28, 2010 at the Extraordinary General Meeting of our Company held on April 25, 2005. The terms and conditions of his re-appointment are as follows:

Salary: Not exceeding Rs. 93,000/- per month plus annual increment in the pay scale of Rs. 93,000-50,000-1,93,000-75,000-4,18,000 and subject to the applicable provisions of Schedule XIII and other provisions of the Companies Act.

Perquisites:

In addition to Salary, the following perquisites shall be allowed to Mr. Rajeev Inderjit Vohra (referred to as "**Director**"):

Category A:

Housing:

Our Company shall provide furnished accommodation to the Director. If the Director is having his own accommodation, our Company shall pay house rent allowance at the rate as may be determined.

Our Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence of the Director at the entire cost of our Company. Our Company shall reimburse the expenses of gas, electricity, water etc. The Expenditure on these, valued in accordance with the Income-tax Rules, shall not exceed 10% of the salary.

Medical Reimbursement:

Medical expenses for self and family shall be reimbursed by our Company, subject to a ceiling of one month's salary in a year or three month's salary over a period of three years.

Leave Travel Concession:

Our Company shall provide leave travel fare for the Director and his family once in a year as per the Rules of our Company.

Club Fees:

Our Company shall reimburse annual fees for maximum two clubs.

Personal Accident Insurance:

Our Company shall pay personal accident insurance premium up to Rs.4,000/- per annum.

Our Company shall provide a car with driver at the entire cost of our Company for use on Company's business. Use of the car for personal use shall be billed by our Company to the Director.

Our Company shall provide telephone at the residence of the Director at the entire cost of our Company. Personal long-distance calls shall be billed by our Company to the Director.

Category B:

Contribution to provident fund, superannuation fund or annuity fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961.

Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.

Encashment of leave at the end of the tenure.

Mr. Rajeev Inderjit Vohra shall also be entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of our Company's business.

In the event of inadequacy of profits, Mr. Rajeev Inderjit Vohra shall be paid as per the limits mentioned in Part II of Schedule XIII of the Companies Act, 1956 and other applicable legal provisions and the Articles of Association of our Company.

The Board of Directors have been authorised to fix the remuneration of Mr. Rajeev Inderjit Vohra in pursuance of the above.

REMUNERATION PAID TO NON-EXECUTIVE DIRECTORS:

Mr. Alyque Jay Padamsee, one of our Non-Executive Directors, receives annual fees of Rs. 335,400 for the professional services being rendered by him as Business and Image Building Consultant in addition to his sitting fees for attending Board meetings and Committee meetings. The said professional fees are being paid to him pursuant to approval received from the Government of India vide its letter dated October 26, 1998 and approval from the shareholders in the EGM dated November 17, 1997.

CORPORATE GOVERNANCE

We are committed to good corporate governance norms. Our commitment is reflected in the fact that there are five eminent personalities in our Board as the Non-Executive Independent Directors constituting 50% of the Board.

Our Board has constituted the Audit Committee in the meeting held on March 29, 2001. The terms of reference of the Audit Committee are as follows:

1. Every Audit Committee shall act in accordance with terms of reference to be specified in writing by the Board.
2. The members of the Audit Committee shall elect a chairman from amongst themselves.
3. The Annual Report of the company shall disclose the composition of the Audit Committee.
4. The auditors, the Internal Auditor, if any, and the Director-in-charge of finance shall attend and participate in all the meetings of the Audit Committee.
5. The Audit Committee should hold discussions with the Auditors periodically about internal control systems, the scope of audit including the observations of the Auditors and review the Quarterly, Half-yearly and Annual Financial Statements before submission to the Board and also ensure compliance with internal control systems.
6. The Audit Committee shall have authority to investigate into any matter in relation to the items specified in this section or referred to it by the Board and for this purpose, shall have full access to information contained in the records of the Company and seek external professional advice, if necessary.
7. The recommendations of Audit Committee on any matter relating to financial management including the Auditor Report, shall be binding on the Board.
8. If the Board does not accept the recommendations of the Audit Committee, it shall record the reasons therefore and communicate such reasons to the shareholders.
9. The Chairman of the Audit Committee shall attend the annual general meeting of the Company to provide any clarification on matters relating to the audit.

10. If any default is made in complying in the provisions of this section, the Company, any and every officer who is in default, shall be punishable with imprisonment for a term, which may extend to one year, or with fine which may extend to Rs. 50,000, or with both.

Currently, the Audit Committee consists of the following Directors:

(i) Mr. Sanjay Khatau Asher (Chairman);

(ii) Mr. Ullal R. Bhat (Member); and

(iii) Mr. Alyque Jay Padamsee (Member)

All the members of the Audit Committee are Non-Executive and Independent Directors.

Our Board has constituted 'Investors' Grievances and Interaction Committee' in its meeting held on October 26, 2005 consisting of the following Directors of the Company:

(i) Mr. Sanjay Khatau Asher (Chairman);

(ii) Mr. Vinod Inderjit Vohra (Member);

(iii) Mr. Dushyant Rajnikant Mehta (Member); and

(iv) Mr. Mukesh Rajnikant Dhruve.

The provisions of the listing agreement to be entered into with the Stock Exchanges with respect to corporate governance will be applicable to us immediately upon the listing of our Equity Shares on the Stock Exchanges. We intend to comply with such provisions, including with respect to the appointment of independent Directors to our Board and the constitution of the Investor Grievances Committee. We undertake to adopt the Corporate Governance Code in accordance with Clause 49 of the listing agreement to be entered into with the Stock Exchanges prior to obtaining the listing approval of the Stock Exchanges.

SHAREHOLDING OF DIRECTORS

Details of the shareholdings of our Directors in our Company as on the date of filing this Red Herring Prospectus are given in the following table:

Name of the Director	No. of Equity Shares held	As a % of Pre-Issue paid up capital
Vinod Inderjit Vohra	187,700	2.39%
Sanjeev Inderjit Vohra	204,250	2.60%
Dushyant Rajnikant Mehta	182,800	2.33%
Rajeev Inderjit Vohra	172,314	2.19%
Mukesh Rajnikant Dhruve	166,000	2.11%
Alyque Jay Padamsee	10,000	0.13%
Sanjay Khatau Asher	2,000	0.03%

INTEREST OF DIRECTORS

Our directors have no other interest in our Company save and except the remuneration paid to our whole time directors, professional fees paid to Mr. Alyque Jay Padamsee, sitting fees to all non-executive directors and shareholding of the directors.

Further, Mr. Sanjay Khatau Asher, a Director of our Company and a partner of M/s. Crawford Bayley & Co., Advocates, Solicitors and Notaries, is deemed to be interested to the extent of the fees payable to the said firm by our Company as "Legal Advisor to the Issue", which amounts to Rs. 1,000,000/- (Rupees One Million Only) plus out of pocket expenses, if any. However, no sum has been paid or agreed to be paid to him, or to M/s. Crawford Bayley & Co., in cash or shares or otherwise, by any person to induce, or to qualify Mr. Sanjay Khatau Asher as Director of our Company, or otherwise for services rendered by him or by M/s. Crawford Bayley & Co., in connection with the promotion or formation of our Company.

Our Directors may also be regarded as interested in our Company, to the extent of any shareholding in our Company, if any, held by any company/firm, in which they or their relatives are interested as directors, members or partners, as the case may be.

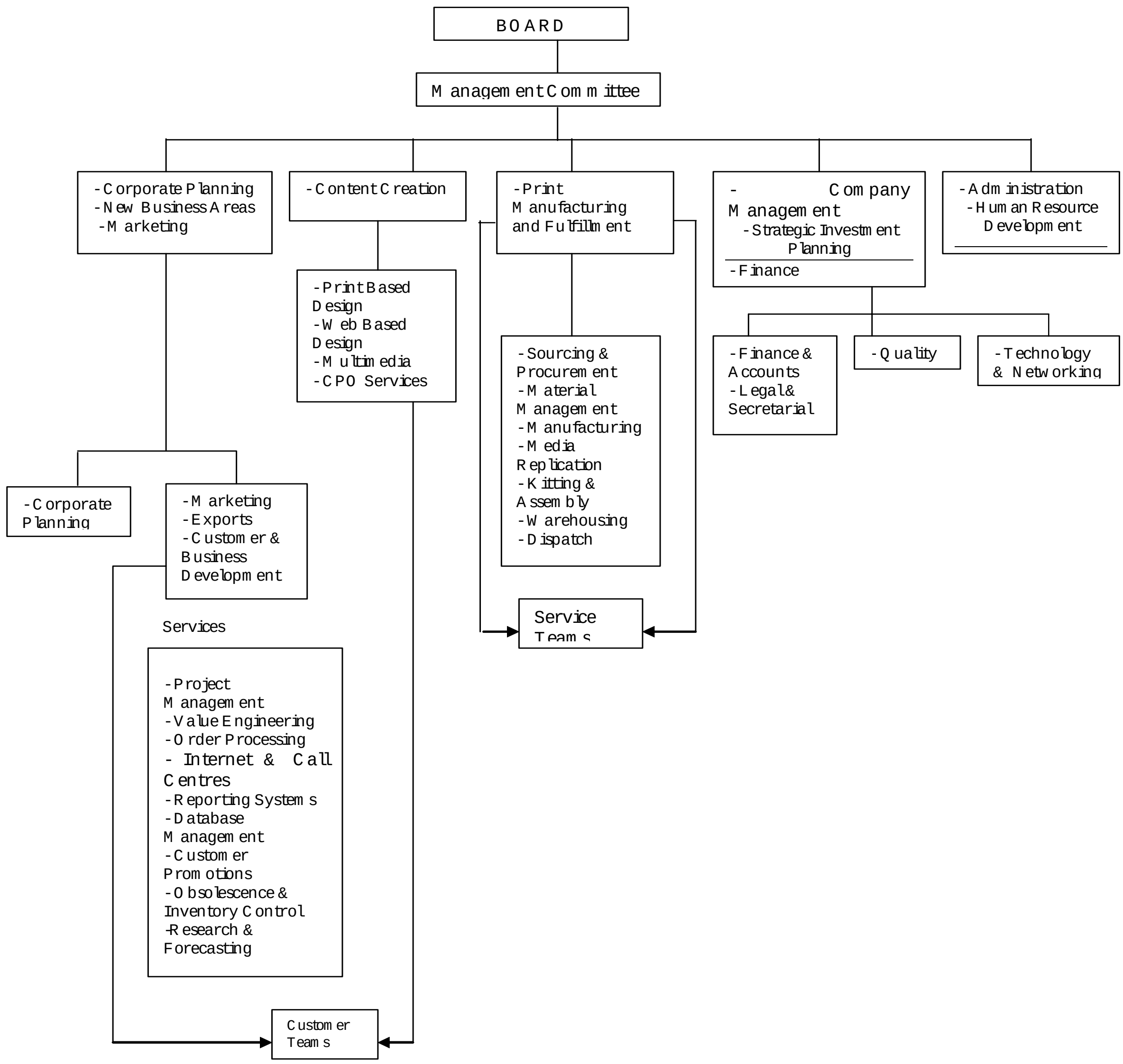
CHANGE IN BOARD OF DIRECTORS

Details of change in our Board of Directors in last three years are given below:

Name of the Director	Date of joining	Date of cessation	Reason
Mr. Nassereddin Mukhtar Munjee (Nasser Munjee)	May 2, 2000	January 10, 2005	Resigned
Dr. Jamshed J Irani	September 15, 2005		
Mr. Nassereddin Mukhtar Munjee (Nasser Munjee)	October 26, 2005		

MANAGEMENT ORGANISATION STRUCTURE

Our management organisation structure is given in the following diagram



KEY MANAGERIAL PERSONNEL

Brief Biographies of our all Key Managerial Personnel other than our Executive Directors are given below. Please refer to sub-section "Brief Biographies of our Directors" on page no.70 of this Red Herring Prospectus for brief biographies of our Executive Directors.

Top Management Personnel

Col. Niranjan Mehta, 58, is a Post Graduate in Science in Defence Studies from the Defence Services Staff College, Wellington and a Master of Philosophy from Madras University. Col. Mehta has served the army for 3 decades holding key positions such as Colonel General Staff (Planning) at the Headquarters of the Indian Peace Keeping Force (IPKF) in Sri Lanka and Colonel General Staff (Operations) at the Headquarters Bombay Sub Area Region. Col. Mehta joined our Company on September 1996 and brings with him several years of army management expertise. He currently directs our Company's Supply Chain Management Operations. His remuneration for the year 2004-05 was Rs. 419,808.

Col. Niranjan Mehta is the brother of one of our Promoters and Wholetime Directors Mr. Dushyant Rajnikant Mehta.

Ms. Sonia Mehta, 46, a graduate in Sociology, has extensive experience in the area of creative and copywriting. As Sub-Editor with the Business India Group, and later as a feature writer for India Today, Times of India Group and Society magazine, Ms. Mehta has garnered a wealth of experience in the area of creative writing and conceptualising. She has been with our Company since its inception and has been responsible for setting up the content creation and design teams. She was also a key member of the team that created "Interpretations of the Kama Sutra", India's first Hybrid CD-ROM, as well as several multimedia films and kiosks. Having specialised in children's communication she has authored a series of edutainment books and cassettes and also developed children's supplement for a newspaper. Ms. Mehta is currently responsible for our content services, in addition to corporate brand and image building activities. Her remuneration for the year 2004-05 was Rs. 547,800.

Ms. Sonia Mehta is the wife of one of our Promoters and Whole-Time Director Dushyant Rajnikant Mehta.

Other Key Managerial Personnel

Ms. Lekha Ail, 33, Vice President – Marketing (Corporate and CRM), joined us more than a decade ago, in January 1995. With a background in creative and direct marketing, she handles large accounts, which include some of India's leading corporate clients. Ms. Ail leads the new business development for the Shareholder Relationship Management (SRM) and Customer Relationship Management (CRM) programmes. These clients contribute to the long term nature of the business as the relationship programmes help them build loyalty with their investors and customers. Her remuneration for the year 2004-05 was Rs. 756,600.

Mr. Shekhar Bangera 48, - Sr. Vice President – Marketing (Print and Publishing) is a Bachelor of Arts, with a Diploma in Printing Technology. Mr. Bangera joined Repro in April 1989, with years of marketing printing experience, including over 2 years of exposure in international printing markets. He was last employed with Mazoon Printing Press LLC- Muscat. Mr. Bangera leads our Company's effort, towards developing new Markets and Businesses and the acquisitions of large accounts in the Print and Publishing segments of our Company's business. His remuneration for the year 2004-05 was Rs. 882,860.

Ms. Nimisha Dalal 38, - Vice President – MIS - a commerce graduate, began her career with Repro in April 1987. With over 17 years of experience in various capacities in the Accounts and Finance Department. She currently handles our Company's Business Review and Control functions enhancing not only the cost efficiency function but also monitoring the business and process evaluation. She is also responsible for analyzing the business and product trends, infrastructure utilization trends and their impact on current and future profitability. She has also been instrumental in implementing our Company's current legacy ERP solutions. Her remuneration for the year 2004-05 was Rs. 808,380.

Mr. Abhay Dani, 37, Associate Vice President – MIS and Export Commercial Operations, is a Cost Accountant. He joined Repro in June 2004, bringing over 12 years of expertise and experience in Commercial Operations, Budgeting, MIS, Export Incentives, Capital budgeting and Costing Systems Implementation. He was earlier with Bombay Dyeing Limited. Mr. Dani leads our Company's cost efficiency drive with the MIS team, coupled with maximization of the export benefits and incentives, which form the core of our Company's export thrust. His remuneration for the year 2004-05 was Rs. 483,603.

Mr. Anand Dhabu, 31, Associate Vice President – Materials, is a Mechanical Engineer, MBA and a Cost Accountant. He joined Repro in June 1998 and has since then grown to handle the Materials Management function. Mr. Dhabu leads the planning and implementation teams in the areas of Sourcing – Material Planning and Procurement, Inventory Management and Control, and the Imports strategy. In keeping with our Company's strategy of maximization of the benefits accruable from the exports, Mr. Dhabu's team has a special focus in this area. His remuneration for the year 2004-05 was Rs. 500,160.

Mr. Anil Kolhe, 45, Vice President – Plant Operations, a Mechanical Engineer has a wealth of experience in Print & Production. He has received intensive training in the area of print & processes including training at Heidelberg, Germany. He was earlier employed with Tata Donnelley Ltd. as a plant manager. Mr. Kolhe joined Repro in July 1994. He currently heads the entire facility management and is responsible for all manufacturing operations and the industrial relations function. His remuneration for the year 2004-05 was Rs. 887,880.

Mr. Sharath Kumar, 47, Vice President – Marketing (USA) is a Management Graduate from IIM, Ahmedabad and has over 20 years of experience in Advertising, Direct Marketing and Print Industries with multinational firms in USA and India. Prior to joining Repro India, Sharath was Director of Implementation and Compliance with one of the largest Teleservices Companies in USA. Before moving to the US, Sharath was VP at Repro's Bangalore operation from 1991 to 1995. With a strong understanding of the print business and the growing trend of globalization and off-shoring, Sharath brings valuable experience to Repro in this role and in accomplishing the long term goals in the export market. His remuneration for the year 2004-05 was Rs. 2,700,000.

Ms. Kunjli Majmudar, 34, Vice President – Marketing (UK), a Finance & Accounts Graduate, began her career with us in August 1991. She has attended several management programmes at prestigious business schools. With a keen sense of Marketing and customer relationship building, Ms. Majmudar has successfully added a number of clients to us and leads the exports business from the UK market. The business generated from this geography includes some of the largest names in the publishing industry and has led our Company's foray into newer product ranges. Her remuneration for the year 2004-05 was Rs. 857,280.

Mr. Chandrashekhar Pradhan 51, - Vice President – Manufacturing, is a Masters in Business Administration (MBA) with a Science background. Mr. Pradhan joined Repro in June 1997. With over 26 years of experience in various printing and packaging companies, including the Army Navy Press, Mr. Pradhan joined Repro in June 1997. Before joining Repro, Mr. Pradhan was working as Facility Manager with Prakash Industries Limited. He also has gained invaluable experience with working at Oriental Press, Dubai which is an export oriented unit focused on high-end book production mainly for the western markets. Mr. Pradhan is responsible for all production activities from planning to pre-press, press and post-press. He now also carries additional responsibilities of ISO 9001:2000 implementation. His remuneration for the year 2004-05 was Rs. 710,361.

Mr. Srihari Raghavan 34, Sr. Vice President (IT and International Business) is a Post Graduate in International Banking and Finance, with a keen interest in Information Technology. He began his career with us in April 1991. Having garnered an in-depth understanding of the IT Market and trends, Mr. Raghavan was closely involved in our Company's management of the Microsoft Authorised Replicator business. Besides exploring new client opportunities in the area of IT Fulfillment he carries additional responsibilities of implementation of IT Fulfillment services. For the export market, Mr. Raghavan also handles the conversion of product opportunities to business by planning the requirements of the product / geography. His remuneration for the year 2004-05 was Rs. 1,168,620.

Mr. Dinesh Sureka, 40, Vice President – Finance and Accounts - a Chartered Accountant joined Repro in May 1995. He was earlier with Global Boards Limited. With over 17 years of experience, Mr. Sureka, handles the Finance Operation and Accounts, Taxation and Audit functions. He has been responsible for several landmark financial changes and has mobilised much of our Company's financing. His portfolio has grown to include functions related to the area of export finance and forex management. His remuneration for the year 2004-05 was Rs. 826,920.

Mr. K. Venkataraman, 45, Company Secretary, is a Post Graduate, with a Diploma in Tax Laws. He brings to our Company almost 25 years of experience. Mr. Venkataraman joined Repro in March 1995 as Company Secretary. He carries the additional portfolio of Legal department. He was earlier with Ind Italia Refcon Limited as Company Secretary and Vice President – Finance. He is actively associated with our Company's innovative restructuring of its financial planning and is also in charge for the insurance functions of the men and materials of our Company. His remuneration for the year 2004-05 was Rs. 507,990.

Ms. Trishita Vora, 37, Vice President (Corporate Planning) -a Finance & Accounts Graduate, began her career with us in September 1990. An integral member of the organisation, she has been instrumental in the planning and implementation of our

Company's vision and plans. She has attended several management programmes at institutions such as the IIMs. Having managed several of our key customers she has also led many of our forays into new Products, Markets and Industries. Having acquired an understanding of the business, systems, processes and plans, presently she leads the Corporate Planning function of the organisation. Her remuneration for the year 2004-05 was Rs. 857,280.

All the abovementioned key managerial personnel are permanent employees of our Company.

Shareholding of Our Key Managerial Personnel in our Company

Our Articles of Association do not require our key managerial personnel to hold any Equity Shares in our Company. The following table details the shareholding of our key managerial personnel in their personal capacity and either as sole or first holder, including proposed transfers.

Name of the Key Managerial Personnel	No. of Equity Shares held	As % of Pre-Issue Paid-up capital
Mr. Vinod Inderjit Vohra	187,700	2.39%
Mr. Sanjeev Inderjit Vohra	204,250	2.60%
Mr. Dushyant Rajnikant Mehta	182,800	2.33%
Mr. Rajeev Inderjit Vohra	172,314	2.19%
Mr. Mukesh Rajnikant Dhruve	166,000	2.11%
Ms. Sonia Mehta	130,000	1.65%
Col. Niranjan Mehta	115,000	1.46%
Ms. Nimisha Dalal	10,750	0.14%
Mr. Anil Kolhe	5,600	0.07%
Mr. Chandrashekar Pradhan	3,000	0.04%
Mr. Shrihari Raghavan	3,000	0.04%
Mr. Shekar Bangera	3,000	0.04%
Mr. K.Venkataraman	3,000	0.04%
Mr. Dinesh Sureka	3,000	0.04%
Ms. Trishita Vora	3,000	0.04%
Ms. Kunjli Majmudar	3,000	0.04%
Mr. Sharath Kumar	2,000	0.02%
Ms. Lekha Ail	1,500	0.01%
Mr. Anand Dhabu	750	0.01%
Mr. Abhay Dani	Nil	-

Bonus or Profit Sharing Plan for Our Key Managerial Personnel

There is no bonus or profit sharing plan with our Key Managerial Personnel save and except the bonus paid under the payment of Bonus Act, 1972 to the Key Managerial Personnel as above except the whole time directors.

Interest of Key Managerial Personnel

The key managerial personnel of our Company do not have any interest in our Company other than to the extent of the remuneration or benefits to which they are entitled to as per their terms of appointment and reimbursement of expenses incurred by them during the ordinary course of business and to the extent of the Equity Shares held by them in our Company, if any.

Except as stated otherwise in this Red Herring Prospectus, we have not entered into any contract, agreement or arrangement during the preceding 2 years from the date of this Red Herring Prospectus in which the key managerial personnel are interested directly or indirectly and no payments have been made to them in respect of these contracts, agreements or arrangements or are proposed to be made to them.

Changes in our Key Managerial Employees during the last three years

Name of Key Managerial Personnel	Position Held	Date of Appointment (as applicable)	Date of Resignation (as applicable)	Reason
Mr. Abhay Dani	AVP – MIS & Export Commercial Operations	June 7, 2004		
Mr. Chandrashekar Pradhan	Vice President - Manufacturing	April 1, 2004		
Mr. Avinash Shikhare	Senior Manager	August 4, 2003	March 31, 2005	Personal
Mr. Kiran Karle	General Manager - Materials	August 1, 2003	January 15, 2005	Personal
Mr. Shashank Sathe	Manager -EDP	June 12, 2002	July 20, 2004	Personal

Other benefits to our employees

Our Company has, in its capacity as an employer, entered into a Deed of Trust dated December 31, 2001, with the following persons, namely Mr. Sanjeev Inderjit Vohra - Managing Director, Mr. Vinod Inderjit Vohra – Chairman & Director, Mr. Rajeev Inderjit Vohra – Director, Mr. Mukesh Rajnikant Dhruve – Director, Ms. Nimisha Dalal – GM - Finance and Col. Niranjan R Mehta – VP-Admin and Materials ("the Trustees") for setting up a Trust in relation to the Group Gratuity Scheme. The Scheme is called as "Repro India Limited Employees' Group Gratuity Assurance Scheme" ("the Scheme" or "the Fund"). In this context, the Trustees have obtained an insurance policy with the Life Insurance Corporation of India (the "Corporation") being Master Policy No. GG/CA/658745 dated January 8, 2002, date of commencement of policy being April 01, 2001. The salient features of the Scheme are as under:

Coverage: Permanent employees between 18 to 58 years of age shall be eligible to participate in the Scheme. An employee has been defined to mean an employee participating in this Scheme other than personal and domestic servants, and includes Directors in the whole-time employment of our Company who do not own more than 5% voting rights in our Company.

Effective Date: The Effective Date of the Scheme is April 01, 2001.

Income Tax Approval: The Scheme has been approved with effect from April 1, 2001 under Part 'C' of the Fourth Schedule to the Income Tax Act vide letter No. CIT-7/HQ/GF/31/2003-04 dated October 15, 2003.

Contribution: Our Company shall pay to the Trustees a "Contribution" amount, which amount is based on the number of employees eligible to participate in the Scheme ("Eligible Employees"). The ordinary annual contribution shall be 2.49% of the salary of each Eligible Employee, and is subject to variation. However, the total contribution payable by our Company shall not exceed 8.33% of the Eligible Employee's salary.

Insurance: In consideration of the premium payable by the Trustees to the Corporation, the Corporation shall effect a One Year Renewable Term Assurance Plan on each Eligible Employee for a sum assured (payable on death of Eligible Employees) to be calculated as per the formula contained in the Scheme, subject to maximum limit specified in the Payment of Gratuity Act amended from time to time and subject to the rules of the Corporation.

Benefits: In addition to the insurance cover, the Scheme also provides for gratuity payment for Eligible Employees on their retiring on or after reaching normal retirement age (58 years), or on their death whilst in service after normal retirement age or retirement owing to ill-health or incapacitation.

No lien or charge: Money belonging to the Fund in the hands of the Trustees shall not be recoverable by our Company, and it shall not have any lien or charge of any description over the Fund.

Amendments/Modifications: Amendments/modifications to the Scheme and its Rules can be effected by the Trustees with the prior consent of our Company. In specified cases, consent of the Corporation and/or the Commissioner of Income Tax is also required. Further, such amendments cannot be inconsistent with the main objects of the trust created or prejudice the rights or interests of Eligible Employees.

PROMOTERS

BACKGROUND OF THE PROMOTERS

Promoting Partnership Firms

M/s Repro Holding

M/s Repro Holding, is a partnership firm formed vide a Deed of Partnership dated April 7, 1993 under the Indian Partnership Act, 1932 with its registered office at Dinaco Twins, 18 Union Park, Pali Hill, Bandra (W), Mumbai – 400 050.

M/s Repro Holding is in the process of registration as a private company limited by shares under Part IX of the Companies Act.

The main objects of the firm are to exercise jointly for their common benefit, the controlling interest in our Company including the special privileges reserved or to be reserved for them under the Articles of Association of our Company and of doing business in partnership.

Partners of M/s Repro Holding and their profit (loss) sharing ratio are as under:

Name of the Partners	Partner's Share (%)
Mr. Sanjeev Inderjit Vohra	15%
Miss Natasha Vohra	12%
Mr. Sanjeev Inderjit Vohra-H.U.F.	8%
Mr. Rajeev Inderjit Vohra	12%
Mrs. Deep Vohra	9%
Mr. Rajeev Inderjit Vohra-H.U.F.	6%
Mr. Inderjit Vohra	8%
Mrs. Avinash Vohra	6%
Mr. Inderjit Vohra-H.U.F.	4%
Mr. Vinod Inderjit Vohra	5%
Mrs. Renu Vohra	3%
Mr. Vinod Inderjit Vohra-H.U.F.	2%
Mr. Dushyant Rajnikant Mehta	10%
TOTAL	**100%**

Brief details of the financial performance of M/s Repro Holding are given in the following table:

(Rs. in Million)

Particulars	Year Ended March 31		
	2003	2004	2005
Partners' Capital Account	20.60	20.59	20.60
Partners' Current Account	-	-	-
Investments	20.56	20.56	20.56
Net Current Assets	0.04	0.03	0.04
Profit / (Loss) after Tax	Nil	3.79	3.78

M/s Repro Finance

M/s Repro Finance, is a partnership firm formed vide a Deed of Partnership dated April 7, 1993 under the Indian Partnership Act, 1932 with its registered office at Dinaco Twins, 18 Union Park, Pali Hill, Bandra (W), Mumbai – 400 050.

M/s Repro Finance is in the process of registration as a private company limited by shares under Part IX of the Companies Act.

The main objects of the firm are to exercise jointly for their common benefit, the controlling interest in our Company including the special privileges reserved or to be reserved for them under the Articles of Association of our Company and of doing business in partnership.

Partners of M/s Repro Finance and their profit (loss) sharing ratio are as under: -

Name of the Partners	**Partner's Share (%)**
Mr. Sanjeev Inderjit Vohra	5%
Miss Natasha Vohra	3%
Mr. Sanjeev Inderjit Vohra-H.U.F.	2%
Mr. Rajeev Inderjit Vohra	10%
Mrs. Deep Vohra	6%
Mr. Rajeev Inderjit Vohra-H.U.F.	4%
Mr. Inderjit Vohra	15%
Mrs. Avinash Vohra	9%
Mr. Inderjit Vohra-H.U.F.	6%
Mr. Vinod Inderjit Vohra	20%
Mrs. Renu Vohra	12%
Mr. Vinod Inderjit Vohra-H.U.F.	8%
TOTAL	**100%**

Brief details of the financial performance of M/s Repro Finance for the last three years are given in the following table:

(Rs. in Million)

Particulars	**Year Ended March 31**		
	2003	**2004**	**2005**
Partners' Capital Account	8.69	8.68	8.70
Partners' Current Account	-	-	-
Investments	8.65	8.65	8.65
Net Current Assets	0.04	0.02	0.05
Profit / (Loss) after Tax	Nil	1.73	1.73

Individual Promoters

Details of our individual promoters are given in the following table:

Mr. Vinod Inderjit Vohra, 53 years, Chairman, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Directors” on page 70 of this Red Herring Prospectus.

Voter ID: Not available

Driving License Number:85/C/38341

Mr. Sanjeev Inderjit Vohra, 48 years, Managing Director, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Directors” on page 70 of this Red Herring Prospectus.

Voter ID: Not available

Driving License Number: MH-01-98/28444

Mr. Rajeev Inderjit Vohra, 45 years, Executive Director, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Directors” on page 70 of this Red Herring Prospectus.

Voter ID: Not available

Driving License Number: 86/C/13708

Mr. Dushyant Rajnikant Mehta, 50 years, Executive Director, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Directors” on page 70 of this Red Herring Prospectus.

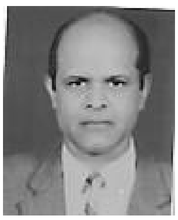
Voter ID: Not available

Driving License Number: 79/C/7321

Mr. Mukesh Rajnikant Dhruve, 45 years, Executive Director, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Directors” on page 70 of this Red Herring Prospectus.

Voter ID: Not available

Driving License Number: MH 02/90/5829



Col. Niranjan R. Mehta, 58 years, one of our Top Management Personnel, is one of the founder promoters of our Company. For more details, please refer to the section entitled “Brief Biography of our Top Management Personnel” on page 80 of this Red Herring Prospectus.

Voter ID: MT/04/019/132847

Driving License Number: MH 02/99/70961

Mrs. Sonia Mehta, 46 years, one of our Top Management Personnel, is one of the founder promoters of our Company. For more details, please refer to the section entitled "Brief Biography of our Top Management Personnel" on page 80 of this Red Herring Prospectus

Voter ID: Not available

Driving License Number: 86/C/3292

We undertake that the Permanent Account Number, Bank Account Number and Passport Number of the Promoters will be submitted to the BSE and NSE at the time of filing this Red Herring Prospectus with these Stock Exchanges.

COMMON PURSUITS

There are no common pursuits between our Promoters and our Company.

INTEREST OF PROMOTERS

Our Promoters have no other interest in our Company save and except the remuneration paid to them and their shareholding in our Company.

RELATED PARTY TRANSACTIONS

For details on our related party transactions, please refer to the section titled "Financial Statements" on page 90 of this Red Herring Prospectus.

DIVIDEND POLICY

The declaration and payment of dividends will be recommended by our Board of Directors and approved by our shareholders, in their discretion, and will depend on a number of factors, including but not limited to our earnings, capital requirements and overall financial condition. The dividends paid by our Company during the last five fiscal years are presented below:

(Rs. in Million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Equity Share Capital	78.59	78.59	78.59	78.59	78.59	78.59
Rate of Dividend (%)	-	10	10	10	15	10
Amount of Dividend	-	7.86	7.86	7.86	11.79	7.86
Dividend Tax	-	1.08	1.02	1.01	1.20	0.80

It may be noted that dividends paid by our Company in the past should not be taken as an indication to the dividends to be paid by our Company in future.

SECTION V: FINANCIAL STATEMENTS

FINANCIAL STATEMENTS (RESTATED), AS PER INDIAN GAAP OF REPRO INDIA LIMITED FOR THE PERIOD ENDED SEPTEMBER 30, 2005 AND FOR THE YEARS ENDED MARCH 31, 2005, MARCH 31, 2004, MARCH 31, 2003, MARCH 31, 2002 AND MARCH 31, 2001.

The Board of Directors
Repro India Limited
Marathe Udyog Bhavan,
2nd floor, Appasaheb Marathe Marg,
Prabhadevi, Mumbai-400025

Re: Public Issue of Repro India Limited

Dear Sirs,

We have examined the financial information of Repro India Limited (“the Company”), as attached to this report stamped and initialed by us for identification and as approved by the Board of Directors of the Company, which has been prepared in accordance with Part II of Schedule II of the Companies Act, 1956 (“the Act”) and the Securities and Exchange Board of India (Disclosure and Investor Protection) Guidelines, 2000 as amended vide circular No.11 on August 14, 2003 (‘the SEBI Guidelines’) issued by the Securities and Exchange Board of India (‘SEBI’) on January 19, 2000 in pursuance to Section 11 of the Securities and Exchange Board of India Act, 1992 and related clarifications, and in accordance with your instructions dated July 20, 2005 received from the Company requesting us to carry out work in connection with the Offer Document being issued by the Company in connection with its Public Issue of Equity Shares in the Company (referred to as ‘the Issue’).

We have examined the accounts of the Company for the five financial years ended March 31, 2005 and half year ended September 30, 2005 being the last date to which the accounts of the Company have been made up and audited by us.

In accordance with the requirements of Paragraph B (1) of Part II of Schedule II to the Act, the SEBI Guidelines and our terms of reference with the Company dated July 22, 2005, requesting us to make this report for the purpose of the Offering Document as aforesaid, we report that:

(a) The restated assets and liabilities of the Company as at March 31, 2001, 2002, 2003, 2004, 2005 and September 30, 2005 are as set out in Annexure 1 to this report after making such adjustments and regrouping as in our opinion are appropriate and more fully described in the notes appearing in Annexure 3, 4 and 5 to this report.

(b) The restated profits of the Company for the financial years ended March 31, 2001, 2002, 2003, 2004, 2005 and half year ended September 30, 2005 are as set out in Annexure 2 to this report. These profits have been arrived at after charging all expenses including depreciation and after making such adjustments and regrouping as in our opinion are appropriate and more fully described in the notes appearing in Annexure 3, 4 and 5 to this report.

(c) The restated cash flows of the Company for the financial years ended March 31, 2001, 2002, 2003, 2004, 2005 and half year ended September 30, 2005 are as set out in Annexure 6 to this report. These cash flows have been arrived at after making such adjustments and regrouping as in our opinion are appropriate and more fully described in the notes appearing in Annexure 3, 4 and 5 to this report.

(d) We have examined the following financial information relating to the Company and as approved by the Board of Directors for the purpose of inclusion in the Offer Document:

  i. Accounting ratios as appearing in Annexure 7 to this report.
  ii. Capitalization statement as at September 30, 2005 as appearing in Annexure 8 to this report.
  iii. Statement of tax shelters as appearing in Annexure 9 to this report.
  iv. Statement of Details of Secured loans as appearing in Annexure 10 to this report
  v. Statement of Details of Other Income as appearing in Annexure 11 to this report

vi. Statement of Details of Dividend as appearing in Annexure 12 to this report

vii. Statement of Details of Unsecured loans as appearing in Annexure 13 to this report

viii. Statement of Details of Debtors as appearing in Annexure 14 to this report

ix. Statement of Details of Loans & Advances as appearing in Annexure 15 to this report

x. Statement of Details of investments as appearing in Annexure 16 to this report

xi. Statement of Tax Benefits enclosed as Annexure 17 to this report

In our opinion the above financial information of the Company read with significant accounting policies and notes attached to Annexure 3, 4 and 5 to this report, after making adjustments and re-grouping as considered appropriate has been prepared in accordance with Part II of Schedule II of the Act and the SEBI Guidelines.

This report is intended solely for your information and for inclusion in the Letter of Offer/Prospectus in connection with the specific Public Offer of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

For **RSM & Co.**
Chartered Accountants

Vijay N. Bhatt
Partner (M. No.: F- 36647)

Mumbai: 28 October, 2005

AUDITORS' REPORT

STATEMENT OF TAX BENEFITS

Statement of Possible Tax Benefits Available to the Company and its Shareholders

We hereby report that the enclosed annexure states the possible tax benefits available to Repro India Limited and its shareholders under the current direct tax laws presently in force in India. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant direct tax laws.

The benefits discussed below are not exhaustive. This statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences, the changing tax laws each investor is advised to consider in his / her own case the tax implications of an investment in the shares.

We neither express any opinion nor provide any assurance as to whether:

- the Company or its shareholders will continue to obtain these benefits in future; or
- the conditions prescribed for availing the benefits have been/would be met with.

The contents of this annexure are based on information, explanation and representation obtained from the Company and on the basis of our understanding of the business activities and operations of the Company.

For **RSM & Co.**
Chartered Accountants

Vijay N Bhatt
Partner (F-36647)

Mumbai:

28 October, 2005

Annexure 1

SUMMARY BALANCE SHEET, AS RESTATED

(Rs. in million)

	Particulars	As at September 30, 2005	As at March 31, 2005	As at March 31, 2004	As at March 31, 2003	As at March 31, 2002	As at March 31, 2001
A	**Fixed Assets**						
	Gross Block	756.79	722.71	672.69	557.28	567.51	542.54
	Less: Accumulated Depreciation	250.06	231.23	194.49	164.42	139.29	114.50
	Net Block	506.73	491.48	478.20	392.86	428.22	428.04
	Capital Work In Progress	6.65	-	2.21	1.72	0.81	0.88
		513.38	**491.48**	**480.41**	**394.58**	**429.03**	**428.92**
B	**Investments**	-	-	0.16	0.16	0.16	0.16
C	**Deferred Tax Asset**	-	-	-	-	-	-
D	**Current Assets, Loans and Advances**						
	Inventories	135.00	112.51	67.77	75.43	68.60	75.15
	Sundry Debtors	302.09	261.07	225.61	177.31	139.61	147.27
	Cash and Bank Balances	31.73	27.25	72.28	8.09	8.75	22.79
	Other Current Assets	0.38	0.22	0.09	9.58	0.49	0.35
	Loans and Advances	82.14	62.16	41.44	32.53	34.55	28.95
		551.34	**463.21**	**407.19**	**302.94**	**252.00**	**274.51**
E	**Liabilities and Provisions**						
	Secured Loans	412.65	409.76	257.70	276.11	281.36	317.63
	Deferred Payment Credits	-	-	-	0.22	3.54	6.30
	Unsecured Loans	1.29	1.55	101.94	3.99	6.71	2.36
	Current Liabilities	193.15	127.20	149.14	69.22	50.51	54.14
	Provisions	0.20	9.35	9.26	9.20	0.23	12.99
	Deferred Tax Liability	91.94	91.55	90.21	86.23	83.33	91.69
		699.23	**639.41**	**608.25**	**444.97**	**425.68**	**485.11**
F	**Net Assets [A+B+C+D-E]**	**365.49**	**315.28**	**279.51**	**252.71**	**255.51**	**218.48**

(Rs in million)

	Particulars	As at September 30, 2005	As at March 31, 2005	As at March 31, 2004	As at March 31, 2003	As at March 31, 2002	As at March 31, 2001
	Represented by:						
	Share Capital	78.59	78.59	78.59	78.59	78.59	78.59
	Issued, Subscribed and Paid Up	78.59	78.59	78.59	78.59	78.59	78.59
	Reserves and Surplus	16.19	16.19	11.73	8.11	8.11	6.11
	Profit and Loss Account	271.04	220.91	189.73	166.69	169.63	136.51
		287.23	**237.10**	**201.46**	**174.80**	**177.74**	**142.62**
	Less						
	Miscellaneous Expenditure (to the extent not written off)	0.33	0.41	0.54	0.68	0.82	2.73
	Net Worth	**365.49**	**315.28**	**279.51**	**252.71**	**255.51**	**218.48**

Annexure 2

STATEMENT OF PROFITS AND LOSS, AS RESTATED

(Rs. million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Sales (Including Export Incentives)	534.73	866.40	815.38	716.56	609.40	589.04
Other Income	1.59	3.30	2.87	0.99	1.08	4.07
Increase / (decrease) in stock	8.97	(0.34)	(4.73)	(4.94)	(10.22)	18.67
TOTAL INCOME	**545.29**	**869.36**	**813.52**	**712.61**	**600.26**	**611.78**
Expenditure						
Cost of Materials	296.06	485.23	462.93	381.90	302.86	283.35
Employees Cost	45.32	88.26	81.91	73.12	72.55	63.50
Other Manufacturing Expenses	47.06	72.62	87.66	57.91	46.07	50.50
Operating and Administrative Expenses	38.68	81.53	70.51	68.74	56.08	57.12
Selling and Distribution Expenses	7.39	20.04	12.42	12.15	12.62	9.65
Interest Expense (net)	14.53	24.47	18.26	27.03	36.10	48.68
Depreciation	20.04	36.88	30.55	28.15	27.05	25.99
	469.08	**809.03**	**764.25**	**649.00**	**553.33**	**538.79**
Profit/(Loss) before Tax and Prior Period Item	76.21	60.33	49.27	63.61	46.93	72.99
Prior Period expenses	-	-	-	-	8.12	-
Profit/(Loss) before Tax	76.21	60.33	49.27	63.61	38.81	72.99
Provision for taxation						
Current taxes	24.47	14.50	10.08	14.50	6.99	6.86
Fringe Benefit Tax	1.22	-	-	-	-	-
Deferred taxes	0.39	1.23	2.98	3.47	-	-
Earlier Year	-	0.02	0.00	(0.11)	-	0.04
Total	**26.08**	**15.75**	**13.06**	**17.86**	**6.99**	**6.90**
Profit/(Loss) for the year (A)	**50.13**	**44.58**	**36.21**	**45.75**	**31.82**	**66.09**

(Rs. in million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
ADJUSTMENTS:						
Prior Period Items	-	0.11	-	(0.11)	8.12	(6.41)
Excess /(short) provision of Income Tax relating to earlier year provisions	-	0.02	(0.02)	(0.11)	-	0.11
Changes in Accounting policies	-	-	0.35	(0.35)	(0.19)	(0.52)
Deferred Tax Adjustment	-	(0.11)	(1.01)	0.57	8.36	(6.62)
Total of adjustments	**-**	**0.02**	**(0.68)**	**0.70**	**16.29**	**(13.44)**
Net Profit after adjustments	**50.13**	**44.60**	**35.53**	**46.45**	**48.11**	**52.65**
Profit brought forward from Previous year	220.91	189.73	166.69	169.63	136.51	177.59
Deferred Tax Liability as at 01.04.2000	-	-	-	-	-	(85.07)
Impairment Loss	-	-	-	(40.53)	-	-
Profit available for appropriation	**271.04**	**234.33**	**202.22**	**175.55**	**184.62**	**145.17**
Appropriations						
Transfer to General reserve	-	4.46	3.62	-	2.00	-
Proposed Dividend	-	7.86	7.86	7.86	-	7.86
Interim Dividend	-	-	-	-	11.79	-
Tax on Dividend	-	1.10	1.01	1.00	1.20	0.80
Total	**-**	**13.42**	**12.49**	**8.86**	**14.99**	**8.66**
Balance carried forward to Balance Sheet	**271.04**	**220.91**	**189.73**	**166.69**	**169.63**	**136.51**

Annexure 3

NOTES ON ADJUSTMENTS AND SIGNIFICANT ACCOUNTING POLICIES FOR RESTATED FINANCIAL STATEMENTS

A. NOTES ON ADJUSTMENTS

1. CHANGE IN ACCOUNTING POLICIES

a. DEFERRED TAX

The Company adopted Accounting Standard -22, 'Accounting for taxes on income' issued by the Institute of Chartered Accountants of India for the first time in preparing the financial statements for the year ended March 31, 2003. Accordingly, for the purpose of this statement, the deferred tax assets/ liabilities has been recognised in the respective years of origination, considering the adjustment on account of change in accounting policy and other change with the corresponding effect to the statement of profits, as restated.

b. MISCELLANEOUS EXPENDITURE

Until March 31, 2003, the Company had treated certain expenditure as 'deferred revenue expenditure', which was being amortised over a period of five to seven years. In terms of the provisions of the Accounting Standard 26 on 'Intangible assets, which has become mandatory for the accounting period commencing on or after April 1, 2003, the Company changed its policy to expense such expenditure in the year in which it is incurred.

Accordingly carrying amount of deferred revenue expenditure as at March 31, 2003, March 31, 2002, and March 31, 2001 have been restated and corresponding amounts have been charged in the respective years in which the related expenditure was incurred.

2. PRIOR PERIOD ADJUSTMENTS

In the financial statements for the half year ended 30th September, 2005 and year ended March 31, 2005, 2004 and 2002, the Company had recognised/charged off certain amount of income and expense as prior period items. For the purpose of this statement, the said income/expense has been appropriately adjusted in the year that it relates to.

3. IMPAIRMENT ADJUSTMENT

During the year ended March 31, 2003, the management decided for early application of Accounting Standard 28 'Impairment of Assets' ('AS 28') issued by the ICAI as permitted by the said standard. The management identified certain 'Office Premises' not relatable to any of the segments as being impaired primarily based on the indication that the market value of such asset had declined significantly. Accordingly, the test for impairment was applied for measurement of recoverable amount and correspondingly the impairment loss. The management identified the recoverable amount based on the net selling price of each of the assets tested for impairment which were worked out based on independent valuer's report and firm enquiry received by the management for purchase of such assets. Such net selling price was used as the basis for calculating the impairment loss. Adjustments relating to impairment loss on account of prior years upto March 31, 2002 of Rs. 40.53 million which had accumulated prior to the adoption of AS 28 were effected against the opening balance of revenue reserves in accordance with the transitional provisions of AS 28. There was no further impairment loss attributable to the year ended March 31, 2003 or any reversal of impairment loss already recognised at the beginning of that year. As a result of such application of AS 28, the reserves and surplus was lower by Rs. 40.53 million with corresponding effect on fixed assets. No adjustment in respect of the aforesaid impairment loss has been made for and upto the years ended March 31, 2002.

Annexure 4

Statement of Qualifications/Observations in Auditor's Report

1. **FINANCIAL YEAR 2000-01**

   MAOCARO

   The Company has given interest free loans to its employees and interest bearing loans to other parties. These loans are generally being recovered as per the stipulation together with interest wherever applicable.

   The physical stock of finished goods could not be verified with book records, as no such records were maintained by the company due to the nature of the industry.

2. **FINANCIAL YEAR 2001-02**

   MAOCARO

   The physical stock of finished goods could not be verified with book records, as no such records were maintained by the company due to the nature of the industry.

3. **FINANCIAL YEAR 2002-03**

   MAOCARO

   The physical stock of finished goods could not be verified with book records, as no such records were maintained by the company due to the nature of the industry.

4. **FINANCIAL YEAR 2003-04**

   CARO

   The physical stock of finished goods could not be verified with book records, as no such records were maintained by the company due to the nature of the industry.

   The Company has accounted 'Funds in Transit' of Rs. 47.73 million, by including the said amount in Cash and Bank Balances and Secured Loans.

   During the year the management has carried out physical verification of its Fixed Assets except office equipments and furniture and fixtures and no material discrepancies were noticed on such verification.

   The term loan availed during the year, from Housing Development Finance Corporation Limited of Rs.7 million, for the purchase of immovable property, was utilised for the purpose of short term uses, as the said property was earlier financed out of the company's owned funds. Other term loans, in our opinion, have been applied for the purpose for which they were raised.

5. **FINANCIAL YEAR 2004-05**

   CARO

   The physical stock of finished goods could not be verified with book records, as no such records were maintained by the company due to the nature of the industry.

   During the year the management has carried out physical verification of its Fixed Assets except office equipments and furniture and fixtures and no material discrepancies were noticed on such verification.

   According to the records of the Company, except for dues of Rs. 2.47 million of income tax for Assessment Year 2002-2003, against which the appeal is pending before Commissioner of Income Tax – Appeals, Mumbai, there are no other dues of sales tax, income tax, custom duty, wealth tax, service tax, excise duty and cess, which have not been deposited on account of any dispute.

Annexure 5

SIGNIFICANT ACCOUNTING POLICIES AND NOTES TO RESTATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING POLICIES

a. Basis of Accounting

The financial statements are prepared under the historical cost convention, on accrual basis of accounting and in conformity with the accounting principles generally accepted in India. The preparation of financial statements in conformity with generally accepted accounting principles requires the management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as at the date of financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

b. Fixed Assets

Fixed assets are stated at their original cost of acquisition/installation less accumulated depreciation. The actual cost capitalised includes freight, installation cost duties and taxes, finance charges and other incidental expenses incurred during the construction/installation stage. Adjustments arising from exchange rate variations relating to borrowings attributable to fixed assets are also capitalised. Subsequent expenditure, which substantially enhances the previously assessed standard of performance of the assets, is added to the carrying value. Costs also include all identifiable expenditure incurred to bring the assets to its present condition and location.

c. Depreciation

Depreciation is provided on fixed assets [other than leasehold land and assets acquired on deferred payment credits/finance lease] on straight-line basis at the rates and in the manner prescribed under Schedule XIV to the Companies Act, 1956. Subsequent adjustments on account of exchange rate variations are depreciated over the remaining economic useful life of the relevant asset. Leasehold land is amortised over the un-expired period of lease on a straight-line basis.

Assets acquired on deferred payment credit/finance lease are generally depreciated over the period of economic useful life of assets on a straight-line basis unless there is no reasonable certainty that the ownership of the asset would be obtained at the end of the agreement term. Where there is no reasonable certainty that the ownership of the asset would be obtained at the end of the agreement term such assets are depreciated over the shorter of the contract term or the asset's useful life in accordance with the Company's normal depreciation policy.

d. Inventories

i. Raw materials, stores and spares and packing materials ascertained on FIFO basis are valued at lower of cost or net realisable value.

ii. Stock in process and finished goods is valued at lower of cost or net realisable value. Cost includes allocation of appropriate production overheads.

e. Sales

Sales of printed material and fulfillment product are recognised on transfer of property in goods and performance of service and are recorded net of sales tax/work contract tax and trade discount and are inclusive of Export incentives.

f. Barter Transactions

Barter transactions are recorded at fair value, being the value at which the transactions are agreed between the parties and comparable with similar transactions with other parties.

g. Foreign Currency Transactions

i. Transactions in foreign currency are recorded at the rates prevailing on the date of the transaction.

ii. Monetary foreign currency assets and liabilities outstanding as at the year-end are restated at the exchange rates prevailing as at the close of the financial year or forward cover exchange rate as applicable.

iii. Exchange difference arising due to repayment and translation of long term loans relating to acquisition of fixed assets are treated as adjustments to the carrying cost of such fixed assets. Exchange differences arising on forward exchange contracts are recognised over the period of the contract and are classified as part of the underlying transaction in the profit and loss account. All other exchange differences are accounted for in the profit and loss account.

h. Retirement Benefits

i. Company's contributions to defined contribution schemes such as provident and family pension funds are charged to the profit and loss account on accrual basis.

ii. Provision for leave encashment, is based on actuarial valuation as on the balance sheet date.

iii. Gratuity liability is funded through group gratuity insurance scheme with the Life Insurance Corporation of India ('LIC'). The premium liability is determined by LIC based on the fund balance available under the scheme as at March 31 each year. Premium paid to LIC is charged to profit and loss account on a time proportionate basis.

i. Borrowing Cost

Borrowing cost attributable to the acquisition or construction of qualifying asset is capitalised as part of the cost of that asset. Other borrowing costs are recognised as an expense in the period in which they are incurred.

j. Leases [including assets acquired under deferred payment credits]

Assets acquired under the finance leases on or after April 1, 2001 are capitalised at fair value of the leased asset at the inception of lease and included within fixed assets. Such assets are depreciated as per the depreciation policy for such assets stated in Note No. 1(c) above. Liabilities under finance leases less interest not yet charged are included under Deferred Payment Credits in the financial statements. Finance charges are debited to the profit and loss account over the term of the contract so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Rentals for assets acquired under operating leases [entered into on or after April 1, 2001] are charged to the statement of profit and loss on a straight-line basis over the term of lease.

Lease income from assets given under operating leases [entered into on or after April 1, 2001] is recognised in the statement of profit and loss on a straight line basis over the lease term. Initial direct costs relating to such leases are recognised as expense in the period in which it is incurred.

k. Taxation

Provision for tax is made for both current and deferred taxes. Provision for current income tax is measured based on the amount expected to be paid to the taxation authorities using the applicable tax rates and tax laws.

The Company uses the asset and liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted/substantially enacted tax rates which will be in effect when those temporary differences are expected to be recovered or settled. Deferred tax expense/income is the result of changes in the net deferred tax assets and liabilities.

The measurement of deferred tax assets is reduced if necessary by a valuation allowance of any tax benefits of which future realizations are uncertain.

l. Miscellaneous Expenditure (incurred upto March 31, 2003)

i. Preliminary expenses are amortised over a period of ten years.

ii. Expenses incurred for increasing the authorised share capital are amortised over a period of seven years.

iii. Deferred revenue expenses are amortised over the period of estimated benefit starting with the year in which the benefit commences.

m. Investments

Investment are considered as long term and valued at cost less permanent diminution in value if any.

2. CONTINGENT LIABILITIES

(Rs. in millions)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Income Tax Demand in Appeal / Rectification	10.25	7.69	3.72	1.05	1.25	1.05
Sales Tax Demand in Appeal	0.44	-	-	-	-	-
Bank guarantees	41.82	43.14	19.14	6.57	0.63	0.38
Invoices Factored	9.55	14.01	16.56	-	-	-
Letters of credit unutilised	30.17	27.87	4.52	-	-	-
Claim against the company not acknowledged as Debt	1.77	1.77	0.51	0.51	0.51	0.51
Gratuity Demand under Appeal	0.03	0.03	0.03	0.03	0.03	-

3. SEGMENT INFORMATION:

a. The Company's risks and returns are predominantly affected by its operations in different business areas. The Company's internal organisational and management structure and its system of financial reporting are also organised into different operating divisions. These divisions are the basis on which the Company is reporting its primary segment information. The dominant source of such risks and returns are categorised into two distinct business segments viz. IT Fulfillment and Commercial Printing. The Composition of these segments are given below:

Business segments	Type of products and services
IT Fulfillment	Printing of IT Courseware, Replication of Software CD's, Stock Management etc.
Commercial Printing	Printing of Annual Reports, Books, Calendars, Brochures, Lottery etc.

i. Primary Segment

(Rs. in millions)

	IT Segment September 30, 2005	**Other Printing Segment September 30, 2005**	**Conso-lidated Total September 30, 2005**	**IT Segment 2005**	**Other Printing Segment 2005**	**Conso-lidated Total 2005**	**IT Segment 2004**	**Other Printing Segment 2004**	**Conso-lidated Total 2004**
REVENUE									
External Sales	113.14	421.59	534.73	210.14	656.26	866.40	204.80	610.58	815.38
Inter-segment Sales						-		-	-
Total Revenue	113.14	421.59	534.73	210.14	656.26	866.40	204.80	610.58	815.38
RESULT									
Segment result	36.21	98.49	134.70	66.32	112.78	179.10	71.30	72.43	143.73
Unallocated corporate expenses			(45.55)			97.49			78.73
Operating profit			89.15			81.61			65.00
Interest Expenses			(14.53)			(24.47)			(18.26)
Interest income			0.23			0.62			0.28
Other income			1.35			2.68			2.59
Income taxes			(26.07)			(14.50)			(10.10)
Deferred Tax Liability						(1.34)			(3.98)
Profit from ordinary activities			50.13			44.60			35.53
Extra ordinary loss			-			-			-
Net Profit			50.13			44.60			35.53
Other information									
Segment assets	142.10	692.70	834.80	132.76	640.09	772.85	119.77	589.23	709.00
Unallocated corporate assets			230.25			182.24			179.30
Total assets			1,065.05			955.09			888.30
Segment liabilities	16.55	26.99	43.54	35.31	3.61	38.92	21.11	43.87	64.98
Unallocated corporate liabilities			655.69			600.48			543.27
Total liabilities			699.23			639.40			608.25
Capital Expenditure	5.89	34.60	40.49	6.71	40.96	47.67	2.81	95.47	98.28
Unallocated capital Expenditure			2.83			0.57			19.63
Depreciation	2.93	16.68	19.61	5.39	30.81	36.20	5.17	24.87	30.04
Unallocated Depreciation			0.43			0.68			0.51
Non cash expenses other than depreciation			0.07			0.14			0.49

(Rs. in million)

	IT Segment	Other Printing Segment	Consolidated Total	IT Segment	Other Printing Segment	Consolidated Total
	2003	**2003**	**2003**	**2002**	**2002**	**2002**
REVENUE						
External Sales	219.66	496.90	716.56	258.36	351.04	609.40
Inter-segment Sales						
Total Revenue	219.66	496.90	716.56	258.36	351.04	609.40
RESULT						
Segment result	65.00	117.18	182.18	85.14	85.32	170.46
Unallocated corporate expenses			92.29			80.57
Operating profit			89.89			89.89
Interest Expenses			(27.03)			(36.10)
Interest income			0.39			0.29
Other income			0.61			0.78
Income taxes			(14.50)			(6.99)
Deferred Tax Liability			(2.90)			8.36
Profit from ordinary activities			46.45			56.23
Extra ordinary loss			-			8.12
Net Profit			46.45			48.11
Other Information						
Segment assets	137.43	448.59	586.02	170.06	437.57	607.63
Unallocated corporate assets			112.34			74.38
Total assets			698.36			682.01
Segment liabilities	11.13	3.13	14.26	19.73	2.10	21.83
Unallocated corporate liabilities			430.71			403.85
Total liabilities			444.97			425.68
Capital Expenditure	2.47	42.32	44.79	5.84	25.55	31.39
Unallocated capital Expenditure			-			-
Depreciation	5.02	23.13	28.15	4.87	22.18	27.05
Unallocated Depreciation			-			-
Non cash expenses other than depreciation			0.14			1.91

(Rs. in millions)

Particulars	30.09.2005				2005				2004			
	India	**USA**	**Others**	**Total**	**India**	**USA**	**Others**	**Total**	**India**	**USA**	**Others**	**Total**
Revenue by Geographical Market	335.34	47.56	151.83	534.73	590.29	101.32	174.79	866.40	708.30	31.06	76.02	815.38
Carrying amount of Segment Assets	654.06	45.36	135.38	834.80	674.04	37.73	61.08	772.85	645.29	19.66	44.05	709.00
Capital expenditure	43.32	-	-	43.32	48.24	-	-	48.24	117.90	-	-	117.90
Total	**1,032.72**	**92.92**	**287.21**	**1,412.85**	**1,312.57**	**139.05**	**235.87**	**1,687.49**	**1,471.49**	**50.72**	**120.07**	**1,642.28**

Particulars	2003				2002			
	India	USA	Others	Total	India	USA	Others	Total
Revenue by Geographical Market	701.85	0.86	13.85	716.56	596.97	-	12.43	609.40
Carrying amount of Segment Assets	582.81	0.45	2.76	586.02	605.89	-	1.74	607.63
Capital expenditure	44.79	-	-	44.79	31.39	-	-	31.39
Total	**1,329.45**	**1.31**	**16.61**	**1,347.37**	**1,234.25**	**-**	**14.17**	**1,248.42**

b. Notes to segment information

i. Assets and additions to fixed assets

All the assets and additions to fixed assets of the Company except for certain debtors and creditors are located in India.

ii. Segment revenue and expenses

Joint revenues and expenses are allocated to the business segments on a reasonable basis. All other segment revenue and expenses are directly attributable to the segments.

iii. Segment assets and liabilities

Segment assets include all operating assets used by a segment comprising of fixed assets, debtors, inventories and loans and advances. While most assets can be directly attributable to individual segments the carrying amount of certain assets used jointly is allocated to the segments on a reasonable basis. Segment liabilities include all operating liabilities of the segment comprising of creditors and other liabilities.

iv. Figures in bracket indicate previous year numbers.

4. Related party disclosures under Accounting Standard 18 issued by the Institute of Chartered Accountants of India.

a. The following are the names of related parties and description of relationship:

i. Key management personnel and their relatives:

Mr. Vinod Vohra (Chairman), Mr. Sanjeev Vohra (Managing Director), Mr. Dushyant Mehta (Director), Mr. Rajeev Vohra (Director), Mr. Mukesh Dhruve (Director), Mrs. Sonia Mehta (Director's wife), Mrs. Asha Dhruve (Director's wife) and Mr. N.R. Mehta (Director's brother).

ii. Entities under the control of key management personnel: Repro Holdings and Repro Finance.

b. The following are the volume of transactions with related parties and outstanding balances as at the year end disclosed in aggregate by type of related party:

(Amount in Rs. million)

Particulars	Financial Year September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Salary and Perquisites						
Key Management Personnel	1.58	3.34	3.27	3.27	3.28	-
Relatives of Above	0.51	1.06	1.06	1.04	1.11	-
	2.09	**4.40**	**4.33**	**4.31**	**4.39**	-
Professional Fees						
Key Management Personnel		-	-	-	0.30	-
Finance received						
Key Management Personnel		-	-	-	5.63	-
Finance Repaid						
Key Management Personnel		-	-	5.63	-	-

5. **Particulars of assets acquired/given under lease:**

Finance leases – assets acquired under deferred payment credit [on or after April 1, 2001]

(Amount in Rs. millions)

Particulars	As at September 30, 2005			
	Total up to the end of lease	Due not later than 1 year	Due later than 1 year and not later than 5 years	Due later than 5 years
Minimum lease payments	5.37	1.69	1.83	-
Less: Unamortised finance charges	0.28	0.15	0.11	-
Present value	5.09	1.54	1.72	-

Notes:

The following is the general description of significant clause of above finance leasing arrangement by the Company:

a. During the period of lease the Company cannot create without prior written consent of the lender any other debt nor any mortgage, pledge, hypothecation, charge, lien or encumbrance upon or in respect of hypothecated assets or any part thereof in any manner whatsoever in favour of any person, firm, company or bank.

b. The assets would belong to the Company solely and absolutely and would be free from any and all charges and encumbrances save and except that created in favour of the lender.

The aggregate carrying amount of assets acquired under lease [class of asset – vehicles] after April 1, 2001 is Rs. 8.94 million as at September 30, 2005 (Previous year 5.83 million).

Figures in bracket indicate previous year numbers.

6. **Following are the major component of deferred tax (asset)/liability:**

(Amount in Rs. Million)

Particulars	As at 1.4.2005	Current year charge/(credit)	As at 30.09.2005
Difference between book and tax base of fixed assets	91.58	0.42	92.00
Provision for gratuity and leave encashment	0.01	(0.07)	(0.06)
Deferred revenue expenditure claimed in tax and deferred in accounts	0.04	(0.02)	0.02
Others	(0.08)	0.06	(0.02)
Total	**91.55**	**0.40**	**91.94**

Annexure 6

RESTATED CASH FLOWS

(Rs. in millions)

Particulars	Rs. in million For the period ended 30.9. 2005		For the year 31.3.2005		For the year 31.3.2004		For the year 31.3.2003		For the year 31.3.2002		For the year 31.3.2001	
	Rupees	Rupees	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million
CASH FLOWS												
FROM OPERATING ACTIVITIES												
Net Profit before taxation and extra-ordinary items		76.21		60.43		49.60		63.85		46.74		64.56
<u>Adjustments for:</u>												
Depreciation	20.04		36.88		30.55		28.15		27.05		25.36	
Interest income	(0.23)		(0.62)		(0.28)		(0.39)		(0.29)		(0.62)	
Dividend received	-		(0.04)		(0.05)		(0.02)		(0.01)		(0.00)	
(Profit)/Loss on sale of assets (net)	0.53		0.13		3.56		0.75		0.51		(2.33)	
(Profit)/Loss on sale of Investment (net)	-		(1.47)		-		-		-		-	
Interest expenses	14.53		24.47		22.12		27.03		36.10		48.68	
Foreign exchange rate fluctuation	0.07		(0.11)		(2.25)		0.02		-		-	
Amortisation of miscellaneous expenditure	0.07		0.14		0.14		0.14		1.91		1.49	
		35.01		59.38		53.79		55.68		65.27		72.58
Operating Profit before working capital change		**111.22**		**119.81**		**103.39**		**119.53**		**112.01**		**137.14**

(Rs. in millions)

	For the period ended 30.9. 2005		For the year 31.3.2005		For the year 31.3.2004		For the year 31.3.2003		For the year 31.3.2002		For the year 31.3.2001	
	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million	Rs. in million
(Increase)/Decrease in Inventories	(22.49)		(44.74)		7.66		(6.82)		6.55		(39.26)	
(Increase)/Decrease in Loans and Advances	(40.83)		(20.19)		(8.13)		(1.36)		(3.90)		(9.30)	
(Increase)/Decrease in Sundry debtors	(41.02)		(35.46)		(48.30)		(37.71)		7.66		11.42	
(Decrease)/Increase in Current liabilities and Provisions	65.47		(22.75)		79.52		19.68		(8.69)		5.07	
(Increase)/Decrease in non current assets	-		-		-		-		-		-	
		(38.87)		**(123.14)**		**30.75**		**(26.21)**		**1.62**		**(32.07)**
Cash generated from operations		**72.35**		**(3.33)**		**134.14**		**93.32**		**113.63**		**105.07**
Income taxes paid		(4.84)		(15.02)		(12.48)		(9.39)		(8.69)		(10.76)
Cash flow before extraordinary items		**67.51**		**(18.35)**		**121.66**		**83.93**		**104.94**		**94.31**
Proceed from extra ordinary items		-		-		-		-		-		-
Net Cash (used)/ generated from operating activities		**67.51**		**(18.35)**		**121.66**		**83.93**		**104.94**		**94.31**

(Rs. in millions)

	For the period ended 30.9. 2005		For the year 31.3.2005		For the year 31.3.2004		For the year 31.3.2003		For the year 31.3.2002		For the year 31.3.2001	
	Rs. in million	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**
CASH FLOWS FROM INVESTING ACTIVITIES												
Purchase of fixed assets including capital work in progress	(42.54)		(50.54)		(120.15)		(44.79)		(30.48)		(24.17)	
Proceed from sale of assets	0.85		0.15		7.55		0.25		2.81		8.65	
Proceed from sale of Investment	-		1.63		-		-		-		(0.11)	
Interest received	0.08		0.48		0.22		0.86		0.15		0.32	
Dividend received	-		0.04		0.05		0.02		0.01		0.00	
Net Cash (used)/ generated in investing activities		**(41.61)**		**(48.24)**		**(112.33)**		**(43.66)**		**(27.51)**		**(15.31)**
CASH FLOWS FROM FINANCING ACTIVITIES												
Proceeds from bank borrowings-Term Loan rupee borrowings	-		6.81		7.00		128.30		120.95		200.00	
Repayment of long term rupee borrowings	(3.20)		(6.66)		(6.83)		(145.74)		(44.45)		(240.00)	
(Decrease)/Increase in Working Capital Borrowings	33.57		119.51		70.16		16.90		(112.18)		26.37	
Proceeds from Commercial paper	-		80.00		300.01		-		50.00		-	
Repayment of Commercial paper	-		(180.00)		(200.01)		-		(50.00)		-	
Proceeds from bank borrowings-Term Loan foreign currency	-		152.55		141.80		250.00		-		-	

(Rs. in millions)

	For the period ended 30.9. 2005		For the year 31.3.2005		For the year 31.3.2004		For the year 31.3.2003		For the year 31.3.2002		For the year 31.3.2001	
	Rs. in million	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**	**Rs. in million**
Repayment of long term borrowings foreign currency borrowings	(30.37)		(119.27)		(225.90)		(252.06)		-		-	
Proceeds from Fixed Deposits	0.03		0.29		0.59		3.57		6.76		2.36	
Repayment of Fixed Deposits	(0.29)		(0.67)		(0.62)		(6.28)		(2.41)		-	
Proceeds of loan from finance companies net	2.04		1.55		1.45		0.54		-		-	
Repayment of inter-corporate loan	-		-		(2.03)		(0.22)		-		-	
Repayment under deferred payment credit	-		-		(0.22)		(3.32)		(3.96)		(1.61)	
Proceeds under deferred payment credit	-		-		-		-		1.19		5.60	
Interest Paid	(14.24)		(23.66)		(21.68)		(32.62)		(35.72)		(43.61)	
Dividend Paid	(7.86)		(7.86)		(7.86)		-		(19.65)		(19.65)	
Dividend tax	(1.10)		(1.03)		(1.00)		-		(2.00)		(2.16)	
Net cash (used)/ generated in financing activities		**(21.42)**		**21.56**		**54.86**		**(40.93)**		**(91.47)**		**(72.70)**
Net increase/ (decrease) in cash and cash equivalents		**4.48**		**(45.03)**		**64.19**		**(0.66)**		**(14.04)**		**6.30**
Cash and equivalents at beginning of the period	**27.25**		**72.28**		**8.09**		**8.75**		**22.79**		**16.49**	
Cash and equivalents at end of the period	**31.73**		**27.25**		**72.28**		**8.09**		**8.75**		**22.79**	

Annexure 7

Summary of Accounting Ratios

Rs. in Millions

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Net Profit after Tax but before extra ordinary items	50.13	44.60	35.53	46.45	48.11	52.65
Net worth	365.49	315.28	279.51	252.71	255.51	218.48
Total no. of equity shares outstanding during year	7.86	7.86	7.86	7.86	7.86	7.86
Earning per Equity Share (Rs.)						
Basic (Rs.)	6.38	5.68	4.52	5.91	6.12	6.70
Diluted						
Return on Net worth (%) (September 2005 figures not annualised)	13.72	14.15	12.71	18.38	18.83	24.10
Net Asset value per share (Rs.)	46.51	40.12	35.57	32.16	32.51	27.80

Annexure 8

Capitalisation Statement as on September 30, 2005

(Rs. in million)

Particulars	Pre-issue as at 30th September 2005	Post- issue For an Offer Price of Rs. _Per Share
DEBTS		
Long Term Debt	162.44	
Working Capital Loan	251.50	
Short Term Debt	-	
Total Debt	**413.94**	
SHAREHOLDERS' FUNDS		
Share Capital	78.59	
General Reserve	16.19	
Profit and Loss account	271.04	
Less:		
Miscellaneous expenditure (to the extent not written off)	0.33	
Total shareholder's funds	**365.49**	
Long Term Debt to Equity	**0.44**	

Annexure 9

STATEMENT OF TAX SHELTERS

(Rs. in Million)

Particulars	**Period ended September 30, 2005**	**Financial Year ended March 31, 2005**	**Financial Year ended March 31, 2004**	**Financial Year ended March 31, 2003**	**Financial Year ended March 31, 2002**	**Financial Year ended March 31, 2001**
Profit before Tax as per Books	76.21	60.33	49.27	63.61	46.93	72.99
Tax Rate - Normal	33.66%	36.59%	35.88%	36.75%	35.70%	39.55%
Tax Rate - MAT	7.65%	7.84%	7.50%	7.88%	7.65%	8.48%
Tax at Normal rate on Profits	25.65	22.08	17.68	23.38	16.75	28.87
Adjustments :						
Permanent Difference						
Exempt dividend income	-	(0.04)	(0.05)	-	(0.01)	-
Prior Period items	-	-	-	-	-	1.08
(Pofit)/Loss on sale of Assets	0.53	0.13	3.56	0.75	0.51	(2.33)
(Pofit)/Loss on sale of investments	-	(1.47)	-	-	-	-
General Disallowances	-	(0.10)	0.10	0.23	-	-
Interest on Tax Payments	-	-	-	-	-	-
Deferred Revenue Expenses	0.07	0.14	0.49	0.49	2.37	1.72
Advt. & other exp.	-	-	-	-	-	(6.45)
Donations	-	0.01	0.05	0.56	0.03	0.00
Deduction u/s 80IA / 80 IB	-	-	(5.98)	(15.66)	(12.76)	(24.18)
Deduction u/s 80HHC	-	-	(1.14)	(0.13)	(0.08)	-
Deduction u/s 80G	-	-	(0.00)	(0.25)	(0.00)	-
PF & ESIC contribution	-	-	-	-	0.02	-
Total Permanent Difference (A)	**0.60**	(1.33)	(2.97)	(14.01)	(9.92)	(30.16)
Timing / Temporary Difference						
Difference between Book depreciation and Tax depreciation	(4.17)	(21.02)	(20.56)	(9.21)	(9.16)	(12.41)
Amalgamation Expenses	(0.07)	-	-	-	-	(0.18)
Provision for gratuity	-	-	-	-	-	0.86
Others	(0.19)	(0.12)	(0.22)	(2.12)	(2.65)	(5.07)
Timing / Temporary Difference (B)	**(4.43)**	(21.14)	(20.78)	(11.33)	(11.81)	(16.80)
Net adjustment (A + B)	(3.83)	(22.47)	(23.75)	(25.34)	(21.73)	(46.96)

(Rs. in Million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Tax expense / (saving) thereon	(1.29)	(8.22)	(8.52)	(9.31)	(7.76)	(18.57)
Tax Payable (C)	24.36	13.86	9.16	14.07	8.99	10.30
Tax as per MAT(D)	5.83	4.73	3.41	5.01	3.59	6.19
Tax Payable (C) or (D) which ever is higher	24.36	13.86	9.16	14.07	8.99	10.30
Mat Credit	-	-	-	-	(4.54)	(6.84)
Total tax	24.36	13.86	9.16	14.07	4.45	3.46
Add : Interest U/s 234	-	0.21	-	-	-	-
Total Tax	24.36	14.07	9.16	14.07	4.45	3.46
Total tax as per Return of income	-	14.05	9.15	14.06	4.46	6.19
Tax Provision made in Books	24.47	14.50	10.08	14.50	6.99	6.86
Current Tax impact of adjustment	-	0.04	0.13	0.09	2.83	(2.74)
Carry Forward Losses	-	-	-	-	-	-

Annexure 10

DETAILS OF SECURED LOANS

Particulars	Name of bank/ institution	Outstanding as on September 2005	Security	Interest	Repayment Schedule
Term Loans	**Rs. in million**				
Rupee loans	HDFC	3.85	Exclusive Security of Royal Palm Property .	10.75% Fixed	Repayable in equal quarterly installments of Rs. 0.35 million
Foreign Currency loans					
	Exim Bank	94.38	Pari passu first charge by way of hypothecation and mortgage on all movable and immovable fixed assets, both present and future, excluding assets exclusively charged to other lenders. Second charge over the entire current assets of the company, present and future.	12 months libor + 350 bp	Repayable in 8 equal half yearly installments of USD 0.31million - starting from 1st May 2005.
	Standard Chartered Bank	48.39	Pari Passu first charge by way of hypothecation and mortgage on all movable and immovable fixed assets, both present and future, excluding assets exclusively charged to other lenders.	6 months libor + 200 bp	Repayable in 5 equal half yearly installments of USD 0.22 million starting from 30th March 2006.
-		**142.77**			
Others					
Equipment Loan	G E Capital Services India	9.16	First and exclusive charge on equipment RK-200 Rotatek printing press.	G E Short term PLR	Repayable in equal monthly installments of Rs 0.42 million
Vehicle Loan	ICICI Bank, HDFC, Kotak Mahindra, Countrywide	5.37	Security of vehicles financed.		
Working Capital Loans					
	Ing Vysya Bank Limited	90.69	First Charge on stock of raw material, work in process, finished goods, spares, consumables etc and book debts, ranking pari passu with other working capital lenders and second charge on fixed assets (excluding vehicles and machinery financed by G.E. capital) ranking parri passu with other working lenders.	Varies as per the facilities used.	Annual Renewal of Bank Limits
	State Bank of Travancore	94.46	First charge on the entire current assets of the company by way of hypothecation on a pari passu basis with other working capital lenders. Second charge over the entire fixed assets of the company along with term lenders on a pari passu basis excluding those assets, which have been charged specifically.	Varies as per the facilities used	Annual Renewal of Bank Limits
-	Standard Chartered Bank	66.35	Pari passu hypothecation charge over stock and book debts.	Varies as per the facilities used.	Annual Renewal of Bank Limits
-		**251.50**			

Annexure 11

DETAILS OF OTHER INCOME

(Rs. in million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Interest Income (Gross)	0.23	0.62	0.28	0.39	0.29	0.62
Dividend from long term investments	-	0.04	0.05	0.02	0.01	-
Insurance Claim Received	-	0.19	1.00	0.77	-	0.55
Bad Debts Recovered	0.09	0.16	0.01	0.04	0.10	0.13
Profit on Sale of Investment	-	1.46	-	-	-	-
Foreign Exchange Fluctuation (net)	0.41	0.27	0.41	(0.25)	0.39	0.53
Miscellaneous Income	0.86	0.56	1.12	0.02	0.29	2.24
TOTAL	**1.59**	**3.30**	**2.87**	**0.99**	**1.08**	**4.07**

Annexure 12

DETAILS OF DIVIDEND PAID

(Rs. in million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Equity Share Capital	78.59	78.59	78.59	78.59	78.59	78.59
Rate of Dividend (%)	-	10.00	10.00	10.00	15.00	10.00
Amount of Dividend	-	7.86	7.86	7.86	11.79	7.86
Dividend Tax	-	1.08	1.02	1.01	1.20	0.80

DETAILS OF UNSECURED LOANS

(Rs. in million)

Particulars	Period ended September 30, 2005	Financial Year ended March 31, 2005	Financial Year ended March 31, 2004	Financial Year ended March 31, 2003	Financial Year ended March 31, 2002	Financial Year ended March 31, 2001
Commercial Paper	-	-	100.00	-	-	-
Fixed Deposits	1.29	1.55	1.94	1.97	6.71	2.36
Inter Corporate Deposit	-	-	-	2.02	-	-
TOTAL	**1.29**	**1.55**	**101.94**	**3.99**	**6.71**	**2.36**

Annexure 14

DETAILS OF DEBTORS

(Unsecured, Considered Good)

(Rs. in million)

Particulars	**Period ended September 30, 2005**	**Financial Year ended March 31, 2005**	**Financial Year ended March 31, 2004**	**Financial Year ended March 31, 2003**	**Financial Year ended March 31, 2002**	**Financial Year ended March 31, 2001**
Debts outstanding for a period exceeding six months	29.28	24.92	11.35	15.41	14.38	9.21
Others	272.81	236.15	214.26	161.90	125.23	138.06
TOTAL	**302.09**	**261.07**	**225.61**	**177.31**	**139.61**	**147.27**

Annexure 15

DETAILS OF LOANS & ADVANCES
(Unsecured, Considered Good)

(Rs. in Million)

Particulars	**Period ended September 30, 2005**	**Financial Year ended March 31, 2005**	**Financial Year ended March 31, 2004**	**Financial Year ended March 31, 2003**	**Financial Year ended March 31, 2002**	**Financial Year ended March 31, 2001**
Advances recoverable in cash or in kind or for value to be received	80.79	40.70	30.75	22.96	23.24	19.63
Deposits	18.42	17.68	7.44	8.72	5.46	5.16
Advance Income Tax Paid (Net of Provision)	(17.07)	3.78	3.25	0.85	5.85	4.16
TOTAL	**82.14**	**62.16**	**41.44**	**32.53**	**34.55**	**28.95**

Annexure 16

DETAILS OF INVESTMENTS

TRADE INVESTMENTS (QUOTED)

(Rs. in Million)

Particulars	**Period ended September 30, 2005**	**Financial Year ended March 31, 2005**	**Financial Year ended March 31, 2004**	**Financial Year ended March 31, 2003**	**Financial Year ended March 31, 2002**	**Financial Year ended March 31, 2001**
800 Equity Shares of HDFC Bank Ltd.	-	-	0.05	0.05	0.05	0.05
11400 Equity Shares of Andhra Bank	-	-	0.11	0.11	0.11	0.11
TOTAL	**-**	**-**	**0.16**	**0.16**	**0.16**	**0.16**

STATEMENT OF TAX BENEFITS

The tax benefits listed below are the possible benefits available under the current tax laws in India. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant tax laws. Hence the ability of the Company or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which based on business imperatives it faces in the future, it may not choose to fulfill.

The following tax benefits shall be available to the Company and the prospective shareholders under Direct Tax.

1. To the Company - Under the Income-tax Act, 1961 (the Act)

a) Under section 10AA of Income Tax Act, 1961 ("the Act"), in computing the total income a deduction is available to the unit set up in Special Economic Zone (SEZ), which begins to manufacture or produce articles or things or computer software during the previous year relevant to the assessment year commencing on or after the 1st day of April 2006 in any Special Economic Zone. A deduction is available to the extent of:

- hundred percent of profits and gains derived from the export of such articles or thing or from services for a period of five consecutive assessment years beginning with the assessment year relevant to the previous year in which the unit begins to manufacture or produce such articles or things or provide services, as the case may be, and fifty percent of such profit and gains for further five assessment years and thereafter;
- for the next five consecutive assessment years, so much of the amount not exceeding fifty percent of the profit as is debited to the profit and loss account of the previous year in respect of which the deduction is to be allowed and credited to reserve account (to be called the "Special Economic Zone Re-investment Account") to be created and utilised for the purposes of the business of acquiring machinery or plant which is first put to use before the expiry of a period of three years following the previous year in which the reserve was created; and until the acquisition of the machinery or plant, for the purpose of the business of the undertaking other than for distribution by way of dividends or profits or remittance outside India as profits or for creation of any asset outside India.

The provison of Minimum Alternate Tax as specified in specified in section 115JB of the Act shall not apply to Income accrued or arising on or after April 1, 2005 from any business carried on or services rendered by an entrepreneur or developer, in a unit or SEZ.

The SEZ Act, 2005 has received the President of India's assent on June 23, 2005 but the same is yet to be notified in the official Gazette by the Central Government.The SEZ Act, including the provisions of the new section 10AA of the Act will come into force from the date so notified by the Central Government.

b) Long-term capital gains accruing to the company from sale of shares of enterprises engaged in the infrastructure business (including telecommunication services) will be exempt from tax, subject to conditions prescribed by Section 10(23G) of the Income Tax Act, 1961 (hereinafter referred to as "Act").

c) By virtue of Section 10 (34) of the Act, dividend income referred to in Section 115-O of the Act, are exempt from tax in the hands of the Company.

d) By virtue of Section 10(35) of the Act, the following income shall be exempt in the hands of the company:-

1. income received in respect of the units of a Mutual Fund specified under Section 10 (23D); or
2. income received in respect of units from the Administrator of the specified undertaking; or
3. income received in respect of units from the specified company:

Provided that this exemption does not apply to any income arising from transfer of units of the Administrator of the specified undertaking or of the specified company or of a mutual fund, as the case may be. For this purpose –

1. "Administrator" means the Administrator as referred to in clause (a) of Section 2 of the Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002;
2. " specified company" means a company as referred to in clause (h) of Section 2 of the Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002

e) By virtue of Section 10(38) of the Act, long term capital gains arising from the transfer of equity shares in a company or a unit of a equity oriented fund shall be exempt in the hands of the company provided that –

1. the sale transaction is entered into on or after the provisions for Securities Transaction Tax ('STT') come into force; and
2. such transaction is chargeable to STT.

For this purpose 'equity oriented fund' means a fund –

1. where the investible funds are invested by way of equity shares in domestic companies to the extent of more than 51% of the total proceeds of such fund; and
2. which has been setup under a scheme of a Mutual Fund specified under section 10(23D).

Further, the percentage of the equity shareholding of such fund should be computed with reference to the annual average of the monthly averages of the opening and closing figures.

f) In accordance with and subject to the provisions of section 35 of the Act, the Company will be entitled to deduction in respect of expenditure laid out or expended on scientific research related to the business other than expenditure on land.

g) The Company is entitled to claim deduction under Section 35AC in respect of amounts paid to a public sector company, local authority, or to an approved association or institution, for carrying out any eligible project or scheme.

h) In accordance with and subject to the provisions of Section 35DDA, the company is entitled to deduction of expenditure incurred by way of payment to an employee at the time of his voluntary retirement in five equal annual installments beginning from the year in which the expenditure is incurred.

i) Under Section 48 of the Act, if any shares are sold by the Company after being held for not less than twelve months, the gains (in cases not covered under Section**s** 10(36) and 10(38) of the Act) if any will be treated as long term capital gains and the gains shall be calculated by deducting from the gross consideration, the indexed cost of acquisition.

j) Under Section 54EC of the Act and subject to the conditions and to the extent specified therein, long term capital gains (not covered under Section**s** 10(36) and 10(38) of the Act) arising on the transfer of shares by the Company will be exempt from capital gains tax if the capital gains are invested within a period of 6 months after the date of such transfer, minimum for a period of 3 years in bonds issued by –

- National Bank for Agriculture and Rural Development established under Section 3 of the National Bank for Agriculture and Rural Development Act, 1981;
- National Highway Authority of India constituted under Section 3 of the National Highway Authority of India Act, 1988;
- Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1956;
- National Housing Bank established under Section 3(1) of the National Housing Bank Act, 1987; and
- Small Industries Development Bank of India established under Section 3(1) of the Small Industries Development Bank of India Act, 1989

k) Under Section 54ED of the Act and subject to the conditions and to the extent specified therein, long term capital gains (not covered under Section**s** 10(36) and 10(38**)** of the Act) on the transfer of listed securities or specified units, will be exempt from capital gains tax if the capital gain are invested in shares of an Indian Company forming part of a eligible public issue, within a period of 6 months after the date of such transfer and held for a period of at least one year. Eligible public issue means issue of equity shares which satisfies the following conditions, namely –

1. the issue is made by a public company formed and registered in India;
2. the shares forming part of the issue are offered for subscription to the public.

l) As per the provisions of Section 111A, short term capital gains arising on transfer of equity shares in the company or units of an equity oriented fund i.e. the equity shares / units are held for a period of less than twelve months, such that the sale transaction is entered on or after the date on which the STT provisions come into force and such transaction is chargeable to securities transaction tax, then tax on such short term capital gains would be payable @ 10% (plus surcharge and education cess).

m) Under Section 112 of the Act and other relevant provisions of the Act, long term capital gains (not covered under Sections 10(36) and 10(38) of the Act) arising on transfer of shares in the Company, i.e. if shares are held for a period exceeding 12 months, shall be taxed at a rate of 20% (plus applicable surcharge and education cess) after indexation as provided in the second proviso to Section 48 [indexation not available if investments made in foreign currency as per the first proviso of Section 48] or at 10% (plus applicable surcharge and education cess) without indexation, at the option of the company. There is no additional benefit arising to the Company under the Income Tax Act, 1961, by proposed Initial Public Offer of Equity Shares.

2. To the Members of the Company – Under the Income Tax Act

2.1 Resident Members

a) Under Section 10(34) of the Act, income earned by way of dividend from domestic company referred to in Section 115-O of the Act is exempt from income-tax in the hands of the shareholders.

b) Under Section 10(38) of the Act, long term capital gain arising to the shareholder from transfer of a long term capital asset being an equity share in the company or unit of an equity oriented mutual fund (i.e. capital asset held for the period of twelve months or more) entered into in a recognised stock exchange in India and being such a transaction, which is chargeable to Securities Transaction Tax, shall be exempt from tax.

c) In terms of Section 88 E of the Act, the securities transaction tax paid by the shareholder in respect of the taxable securities transactions entered into in the course of the business would be eligible for rebate from the amount of income-tax on the income chargeable under the head 'Profits and Gains under Business or Profession' arising from taxable securities transactions.

d) As per the provisions of Section 10(23D) of the Act, all mutual funds set up by public sector banks, public financial institutions or mutual funds registered under the Securities and Exchange Board of India (SEBI) or authorised by the Reserve Bank of India are eligible for exemption from income-tax, subject to the conditions specified therein, on their entire income including income from investment in the shares of the company.

e) Under Section 54EC of the Act, capital gain arising from transfer of long term capital assets [other than those exempt u/s 10(38)] shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain are invested within a period of six months from the date of transfer in the bonds issued by –

   i. National Bank for Agriculture and Rural Development established under Section 3 of the National Bank for Agriculture and Rural Development Act, 1981;

   ii. National Highways Authority of India constituted under Section 3 of National Highways Authority of India Act, 1988;

   iii. Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1956;

   iv. National Housing Bank established under Section 3(1) of the National Housing Bank Act, 1987; and

   v. Small Industries Development Bank of India established under Section 3(1) of the Small Industries Development Bank of India Act, 1989.

   If only part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new bonds are transferred or converted into money within three years from the date of their acquisition.

f) Under Section 54ED of the Act, capital gain arising from transfer of long term capital assets, being listed securities or units [other than those exempt u/s 10(38)], shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain is invested in public issue of equity shares issue by of an Indian Public Company within a period of six months from the date of such transfer. If only a part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new equity shares are transferred or converted into money within one year from the date of their acquisition.

g) Under Section 54F of the Act, where in the case of an individual or HUF capital gain arise from transfer of long term assets [other than a residential house and those exempt u/s 10(38)] then such capital gain, subject to the conditions and to the extent specified therein, will be exempt if the net sales consideration from such transfer is utilised for purchase of residential house property within a period of one year before or two years after the date on which the transfer took place or for construction of residential house property within a period of three years after the date of transfer.

h) Under Section 111A of the Act, capital gains arising from transfer of short term capital assets, being an equity share in a company, which is subject to securities transaction tax will be taxable under the Act @ 10% (plus applicable surcharge and educational cess).

i) Under Section 112 of the Act and other relevant provisions of the Act, long term capital gains [not covered under Section 10(38) of the Act] arising on transfer of shares in the Company, if shares are held for a period exceeding 12 months, shall be taxed at a rate of 20% (plus applicable surcharge and educational cess on income-tax) after indexation as provided in the second proviso to Section 48 or at 10% (plus applicable surcharge and educational cess on income-tax) (without indexation), at the option of the Shareholders.

2.2 Return of Income not to be filed in certain cases

Under provisions of Section 115-G of the Act, it shall not be necessary for a non-resident Indian to furnish his return of income if his only source of income is investment income or long term capital gains or both arising out of assets acquired, purchased or subscribed in convertible foreign exchange and tax deductible at source has been deducted therefrom.

2.3 Other Provisions of the Act

a) Under Section 115-I of the Act, a non resident Indian may elect not to be governed by the provisions of Chapter XII-A of the Act for any assessment year by furnishing his return of income under section 139 of the Act declaring therein that the provisions of the Chapter shall not apply to him for that assessment year and if he does so the provisions of this Chapter shall not apply to him. In such a case the tax on investment income and long term capital gains would be computed as per normal provisions of the Act.

b) Under the first proviso to section 48 of the Act, in case of a non resident, in computing the capital gains arising from transfer of shares of the company acquired in convertible foreign exchange (as per exchange control regulations), protection is provided from fluctuations in the value of rupee in terms of foreign currency in which the original investment was made. Cost indexation benefits will not be available in such a case.

c) Under Section 54EC of the Act, capital gain arising from transfer of long term capital assets [other than those exempt u/s 10(38)] shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain are invested within a period of six months from the date of transfer in the bonds issued by –

   i) National Bank for Agriculture and Rural Development established under Section 3 of the National Bank for Agriculture and Rural Development Act, 1981;

   ii) National Highways Authority of India constituted under Section 3 of National Highways Authority of India Act, 1988;

   iii) Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1956;

   iv) National Housing Bank established under Section 3(1) of the National Housing Bank Act, 1987; and

   v) Small Industries Development Bank of India established under Section 3(1) of the Small Industries Development Bank of India Act, 1989.

   If only part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new bonds are transferred or converted into money within three years from the date of their acquisition.

d) Under Section 54ED of the Act, capital gain arising from transfer of long term capital assets, being listed securities or units [other than those exempt u/s 10(38)], shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain is invested in public issue of equity shares issue by of an Indian Public Company within a period of six months from the date of such transfer. If only a part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new equity shares are transferred or converted into money within one year from the date of their acquisition.

e) Under Section 54F of the Act, where in the case of an individual or HUF capital gain arise from transfer of long term assets [other than a residential house and those exempt u/s 10(38)] then such capital gain, subject to the conditions and to the extent specified therein, will be exempt if the net sales consideration from such transfer is utilised for purchase of residential house property within a period of one year before or two year after the date on which the transfer took place or for construction of residential house property within a period of three years after the date of transfer.

f) Under Section 111A of the Act, capital gains arising from transfer of short term capital assets, being an equity share in a company, which is subject to securities transaction tax will be taxable under the Act @ 10% (plus applicable surcharge and educational cess).

g) Under Section 112 of the Act and other relevant provisions of the Act, long term capital gains [not covered under Section 10(38) of the Act] arising on transfer of shares in the Company, if shares are held for a period exceeding 12 months, shall be taxed at a rate of 20% (plus applicable surcharge and educational cess on income-tax) after indexation as provided in the second proviso to Section 48 or at 10% (plus applicable surcharge and educational cess on income-tax) (without indexation), at the option of the Shareholders.

2.4 Foreign Institutional Investors (FIIs)

a) By virtue of Section 10(34) of the Act, income earned by way of dividend income from another domestic company referred to in Section 115-O of the Act, are exempt from tax in the hands of the institutional investor.

b) Under section 115AD capital gain arising on transfer of short capital assets, being shares and debentures in a company, are taxed as follows:

   i. Short term capital gain on transfer of shares/debentures entered in a recognised stock exchange which is subject to securities transaction tax shall be taxed @ 10% (plus applicable surcharge and educational cess); and

   ii. Short term capital gains on transfer of shares/debentures other than those mentioned above would be taxable @ 30% (plus applicable surcharge and educational cess).

c) Under section 115AD capital gain arising on transfer of long term capital assets, being shares and debentures in a company, are taxed @ 10% (plus applicable surcharge and educational cess). Such capital gains would be computed without giving effect to the first and second proviso to section 48. In other words, the benefit of indexation, direct or indirect, as mentioned under the two provisos would not be allowed while computing the capital gains.

d) Under Section 54EC of the Act, capital gain arising from transfer of long term capital assets [other than those exempt u/s 10(38)] shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain are invested within a period of six months from the date of transfer in the bonds issued by –

   i. National Bank for Agriculture and Rural Development established Section 3 of the National Bank for Agriculture and Rural Development Act, 1981;

   ii. National Highways Authority of India constituted under Section National Bank for Agriculture and Rural Development established under 3 of National Highways Authority of India Act, 1988;

   iii. Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1956;

   iv. National Housing Bank established under Section 3(1) of the National Housing Bank Act, 1987; and

   v. Small Industries Development Bank of India established under Section 3(1) of the Small Industries Development Bank of India Act, 1989. If only part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new bonds are transferred or converted into money within three years from the date of their acquisition.

e) Under Section 54ED of the Act, capital gain arising from transfer of long term capital assets, being listed securities or units [other than those exempt u/s 10(38)], shall be exempt from tax, subject to the conditions and to the extent specified therein, if the capital gain is invested in public issue of equity shares issue by of an Indian Public Company within a period of six months from the date of such transfer. If only a part of the capital gain is so reinvested, the exemption shall be proportionately reduced. However, the amount so exempted shall be chargeable to tax subsequently, if the new equity shares are transferred or converted into money within one year from the date of their acquisition.

2.5 Venture Capital Companies/ Funds

As per the provisions of section 10(23FB) of the Act, income of

- Venture Capital Company which has been granted a certificate of registration under the Securities and Exchange Board of India Act, 1992 and notified as such in the Official Gazette; and
- Venture Capital Fund, operating under a registered trust deed or a venture capital scheme made by Unit Trust of India, which has been granted a certificate of registration under the Securities and Exchange Board of India Act, 1992 and notified as such in the Official Gazette set up for raising funds for investment in a Venture Capital Undertaking is exempt from income tax.

2.6 Infrastructure Capital Companies/ Funds or Co-operative Bank

As per the provisions of section 10(23G) of the Act, income by way of dividends, interest or long term capital gains of

- Infrastructure Capital Company;
- Infrastructure Capital Fund; and
- Co-operative Bank

from investment made in share or long term finance in undertakings specified therein shall be exempt from tax. However, such income earned by an Infrastructure Capital Company shall not be exempt for the purpose of computing tax on book profits u/s 115JB of the Act.

3. Wealth Tax Act, 1957

Shares in a company held by a shareholder will not be treated as an asset within the meaning of Section 2(ea) of Wealth Tax Act, 1957; hence, wealth tax is not leviable on shares held in a company.

4. The Gift Tax Act, 1957

Gift of shares of the company made on or after October 1, 1998 are not liable to tax.

Notes:

a) All the above benefits are as per the current tax law and will be available only to the sole/ first named holder in case the shares are held by joint holders.

b) In respect of non-residents, taxability of capital gains mentioned above shall be further subject to any benefits available under the Double Taxation Avoidance Agreement, if any between India and the country in which the non-resident has fiscal domicile.

c) In view of the individual nature of tax consequence, each investor is advised to consult his/ her own tax adviser with respect to specific tax consequences of his/ her participation in the scheme.

FINANCIAL AND OTHER INFORMATION OF GROUP COMPANIES/PARTNERSHIP FIRMS

Save and except, M/s. Repro Holding and M/s. Repro Finance, there are no other companies/firms/ventures etc. promoted by our individual promoters as on the date of filing this Red Herring Prospectus. However, it may be noted that M/s. Repro Holding and M/s. Repro Finance are also our Promoters.

DETAILS OF COMPANIES/FIRMS FROM WHICH PROMOTERS HAVE DISASSOCIATED

During last three years, our promoters have not disassociated themselves from any company/partnership firm.

DETAILS OF GROUP COMPANIES WHOSE NAMES HAVE BEEN STRUCK OFF FROM ROCs

None of the companies promoted by our Promoters has been struck off as a defunct company by any ROC in India. There are no sick companies promoted by our Promoters. There are no BIFR proceedings against any company promoted by our Promoters.

COMMON PURSUITS

We do not have any common pursuits, conflict of interest (including related party transactions within the aforesaid promoter groups), the significance of these transactions on the financial performance of the companies and no sales or purchase exceeding 10% of the total sales or purchase of Repro, including material items of income/expenditure arising out of transactions in the promoter group.

CHANGES IN THE ACCOUNTING POLICIES IN THE LAST THREE YEARS

Please refer to Annexure 3 of the Auditors' Report dated October 28, 2005 on page 97 of this Red Herring Prospectus.

MANAGEMENT DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF THE OPERATIONS (AS PER INDIAN GAAP)

You should read the following discussion on financial conditions and results of operations together with audited unconsolidated financial statements (as restated) for the years ended March 31, 2003, 2004 and 2005 under Indian GAAP including schedules, annexure and notes thereto and reports thereon, which appear elsewhere in this Letter of Offer.

OVERVIEW OF OUR BUSINESS

Our Company was originally promoted by Mr. Vinod Inderjit Vohra, Mr. Sanjeev Inderjit Vohra and Rajeev Inderjit Vohra. They were subsequently joined by Dushyant Rajnikant Mehta and Mr. Mukesh Rajnikant Dhruve. Later Ms. Sonia Mehta and Col. Niranjan R Mehta joined the promoter group. The promoters came from diverse backgrounds and specialise in different areas of our operation based on their individual strengths and accumulated experience and skills.

We have our facility at Vashi and our marketing offices at Mumbai, Delhi and Bangalore and representative offices at USA, UK and Africa.

We have grown by creating print services for the growing needs of our clients and enhancing the value of our services. Our print services to our customers range from creative and designing, sourcing and procurement, printing and production, warehousing, assembly and dispatch to customer promotions.

Integration of our printing services with our clients' business processes have helped us emerge as a business partner meeting their strategic objectives rather than a mere vendor in most of our relationships. In doing so we have become an integral part of our client's team.

We are one of the few integrated end-to-end printing service providers based out of India. Our clients include publishing houses, corporates, software companies etc. both in the domestic and export market.

Our sales have grown from Rs. 589.04 million in the year 2000-01 to Rs. 866.40 million in the year 2004-05 registering a CAGR of 10.13%. We entered the export markets as recently as 2003-04 and by 2004-05, the same contributed 30% of our total revenues.

As an integrated end-to-end printing service provider, we have already developed expertise in the field of content creation. Going forward, we intend to leverage our expertise in content creation in order to capitalise the growing opportunities especially from international markets.

In our opinion, we are well poised to benefit growing international trend of outsourcing print and related services like content creation from countries like India.

SIGNIFICANT DEVELOPMENTS SINCE THE DATE OF LAST FINANCIAL STATEMENT

There is no development after March 31, 2005; either in relation to our Company or the business environment in which we operate, which, in our opinion is likely to impact our business or profitability adversely.

FACTORS AFFECTING OUR FUTURE RESULTS OF OPERATIONS

Our results of operations could potentially be affected by the following factors:

- General economic conditions in India and large global markets;
- Our ability to successfully implement the projects mentioned in the "Objects of the Issue" especially in relation to setting up new facility at SEZ, because the same is dependent on number of external factors;
- Our ability to continuously operate and maintain our facilities optimally;
- Our ability to continue to obtain raw material at competitive rates for our existing facility at Vashi;
- Fluctuations in the rate of exchange between the Rupee and major foreign currencies, such as the U.S. dollar, the U.K. pound, etc.
- Change in government policies in relation to export incentives;
- Changes in Interest rates

RESULTS OF OPERATIONS

The table below sets forth various line items from our restated financial statements for 2002-03, 2003-04, 2004-05 and six months period ended September 30, 2005 as a percentage of Total Income

(Rs. in million)

Particulars	Period ended September 30, 2005	2004-05	2003-04	2002-03
Sales (Including Export Incentives)	534.73	866.40	815.38	716.56
Other Income	1.59	3.30	2.87	0.99
Increase / (decrease) in stock	8.97	(0.34)	(4.73)	(4.94)
Total Income	545.29	869.36	813.52	712.61
Cost of Materials to Total Income	54.29%	55.81%	56.91%	53.59%
Cost of Materials	296.06	485.23	462.93	381.90
Employee Cost to Total Income	8.31%	10.15%	10.07%	10.26%
Employees Cost	45.32	88.26	81.91	73.12
Other Manufacturing Expenses to Total Income	8.63%	8.35%	10.78%	8.13%
Other Manufacturing Expenses	47.06	72.62	87.66	57.91
Operating and Administrative Expenses to Total Income	7.09	9.38%	8.67%	9.65%
Operating and Administrative Expenses	38.68	81.53	70.51	68.74
Selling and Distribution Expenses to Total Income	1.36%	2.31%	1.53%	1.71%
Selling and Distribution Expenses	7.39	20.04	12.42	12.15
Interest Expense (net) to Total Income	2.66%	2.82%	2.25%	3.79%
Interest Expense (net)	14.53	24.47	18.26	27.03
Depreciation to Total Income	3.68%	4.24%	3.76%	3.95%
Depreciation	20.04	36.88	30.55	28.15
Profit/(Loss) before Tax and Prior Period Item to Total Income	13.98%	6.94%	6.05%	8.93%
Profit/(Loss) before Tax and Prior Period Item	76.21	60.33	49.27	63.61
Current taxes	24.47	14.50	10.08	14.50
Fringe Benefit Tax	1.22	-	-	-
Deferred taxes	0.39	1.23	2.98	3.47
Earlier Year	-	0.02	0.00	-0.11
Profit/(Loss) for the year to Total Income	9.19%	5.13%	4.45%	6.42%
Profit/(Loss) for the year	50.13	44.58	36.21	45.75
Net Profit after adjustments to Total Income	9.20%	5.13%	4.37%	6.52%
Net Profit after adjustments	50.13	44.60	35.53	46.45

COMPARISON OF RESULTS OF OPERATION

Six months period ended September 30, 2005 compared to Fiscal Year ended March 31, 2005.

Sales

Our sales of products in 2004-05 was Rs. 866.40 million during the year FY 05 and it was Rs. 534.73 million for the six months period ended September 30, 2005.

Raw materials consumed

We have consumed raw materials of value of Rs. 296.06 million during six months period ended September 30, 2005. During 2004-05, we have consumed Rs. 485.23 million of raw material.

Profit before Interest, Depreciation and Tax (PBIDT)

The PBIDT (Profit before interest, depreciation and tax) was Rs. 121.68 million in FY 05 and Rs. 110.78 million during the first six months of FY 06.

Interest

Net interest outgo during the first six months of FY 06 was Rs. 14.53 million as against Rs. 24.47 million during FY 05.

Depreciation

Our depreciation was Rs. 20.04 million during the first six months of FY 06 and was Rs. 36.88 million in FY 05.

Restated Net Profit/ (Loss) after Tax

The restated net profit for the first six months of FY 06 stood at Rs. 50.13 as compared to Rs. 44.60 million for FY 05.

Fixed Assets

Gross Fixed Assets including capital work in progress has gone up to Rs. 763.44 million as on September 30, 2005 from Rs. 722.71 million as on March 31, 2005.

Current Assets, Loans & Advances

The Current Assets, Loans & Advances increased from Rs. 463.21 million as on March 31, 2005 to Rs. 551.33 million as on September 30, 2005.

Liabilities & Provisions

Our total liability increased from Rs. 639.41 million as on March 31, 2005 to Rs. 699.23 million as on September 30, 2005.

Fiscal Year ended March 31, 2005 compared to Fiscal Year ended March 31, 2004

Sales

Our sales of products increased from Rs. 815.38 million to Rs. 866.40 million registering a growth of 6.26%. The increase was because of increase in the export turnover of our Company. The contribution of the export turnover was 30% of our total turnover in 2004-05.

Raw materials consumed

We have consumed raw materials of value of Rs. 485.23 million which was higher by 4.81% as compared to the previous year which was mainly due to higher turnover. However, raw material as the percentage of total sales has come down to 56.77% from 55.81% on account of larger vendor base, better sourcing practices, efficient inventory management and higher usage of imported raw material.

Profit before Interest, Depreciation and Tax (PBIDT)

The PBIDT (Profit before interest, depreciation and tax) increased from Rs. 98.06 million in 2003-04 to Rs. 121.68 million in

2004-05, signifying an increase of 24.09%. This can be attributed mainly to increase in sales and reduction in manufacturing expenses during the year. The alignment of our product/service mix with new infrastructure resulted in reduced wastage, higher productivity and better quality products.

Interest

Net interest outgo in the financial year 2004-05 was Rs. 24.47 million which was higher by 34% as compared to the same of the previous financial year. The increase was mainly due to increase in our borrowings from Rs. 359.64 million as on March 31, 2004 to Rs. 411.31 million as on March 31, 2005. This increase in borrowing took place in order to fund our capital expenditure as well as enhanced working capital requirement. During the same period, our average cost of the borrowed fund has gone up slightly to 5.95% in 2004-05 from 5.08% in 2003-04. However, our actual average cost of borrowed fund was slightly higher at 5.85%. We took a loan of Rs. 47.6 million from Standard Chartered Bank on March 31, 2004 because of which our secured loan amount went up without consequent change in interest rate and as result average cost of borrowed fund in 2003-04 came down to 5.08%.

Depreciation

Our depreciation has increased to Rs. 36.88 million in 2004-05 from Rs. 30.55 million in 2002-03 on account of higher asset base.

Restated Net Profit/ (Loss) after Tax

The restated net profit for the year 2004-05 stood at Rs. 44.60 million as compared to Rs. 35.53 million in the previous year resulting in an increase in net profit by 25.53%. The increase was caused by reduction in manufacturing expenses due to capacity expansion undertaken in the previous year, optimal realisation of export incentives and reduction in cost of raw material because of better sourcing practices, higher usage of imported raw material and efficient inventory management.

Fixed Assets

Gross Fixed Assets including capital work in progress has gone up to Rs. 722.71 million in 2004-05 from 674.90 million in 2003-04. This increase in gross block took place on account of installation of sheet fed printing presses, perfect binding machines, folding machines, cutting machines and other expenditures incurred for office infrastructure.

Current Assets, Loans & Advances

The Current Assets, Loans & Advances increased from Rs. 407.20 million as on March 31, 2004 to Rs. 463.21 million as on March 31, 2005 registering an increase of 13.75%. This was due to the following reasons:

- In 2004-05, we have a higher imported raw material content compared to the same of 2003-04. Since the lead time in case of imported raw material is higher compared to the same of domestically procured raw material, we were required to maintain higher inventory on an average basis.
- Contribution of export in our total sales was higher in 2004-05 compared to that of 2003-04. Since, a longer business cycle is required in export market, amount of sundry debtor in 2004-05 has gone up compared to the same of 2003-04.
- Loan and Advances gone up because of higher export incentive receivables in 2004-05.

Liabilities & Provisions

Our total liability increased by 5.12% from Rs. 608.24 million as on March 31, 2004 to Rs. 639.41 million as on March 31, 2005. This was due to increase in secured loans raised during the year. We have raised secured loans in this year in order to finance our capital expenditure and to meet our enhanced working capital requirement.

Fiscal Year ended March 31, 2004 compared to Fiscal Year ended March 31, 2003

Sales

Our sales of products increased from Rs. 716.56 million to Rs. 815.38 million registering a growth of 13.79%. The increase was because of increase in export.

Raw materials consumed

We have consumed raw materials of value of Rs. 462.94 million which was higher by 21.22% as compared to the previous year which was mainly due to the following reasons:

- Increase in sales.
- Increase in raw material consumption as the percentage of total sales to 56.77% from 53.30% on account of aggressive costing for export in 2003-04 coupled with part realization of export incentives.

Profit before Interest, Depreciation and Tax (PBIDT)

The PBIDT for 2003-04 at Rs. 98.06 million was 19.39% lower than the operating profit in 2002-03. This was primarily on account of the following:

- Increase in the outsourcing cost due to an increase in turnover without the corresponding increase in capacity.
- Increase in employee cost due to recruitment of experienced professionals.
- Only part-realisation of export incentives 2003-04 being the first full year of export.

Interest

Interest outgo in the year 2003-04 fell by 32.42% from Rs. 27.03 million to Rs. 18.26 million in spite of increase in our borrowings from Rs. 280.33 million as on March 31, 2003 to Rs. 359.64 million as on March 31, 2004 on account of substitution of high cost rupee loans by low cost foreign currency loans and gains on account of efficient forex management.

Depreciation

In 2003-04, depreciation has increased to Rs. 30.55 million from the same of Rs. 28.15 million on account of higher asset base.

Restated Net Profit/ (Loss) after tax

The restated net profit for the year 2003-04 was Rs. 36.20 million against a net profit of Rs. 44.58 million in 2002-03. This fall of 18.80% in net profit was mainly on account of the following:

- Increase in the outsourcing cost due to an increase in turnover without the corresponding increase in capacity.
- Increase in employee cost due to recruitment of experienced professionals.
- Only part-realisation of export incentives 2003-04 being the first full year of export.

Fixed Assets

Gross Fixed Assets including capital work in progress, of our Company increased from Rs. 559.00 million as on March 31, 2003 to Rs. 674.90 million as on March 31, 2004, registering an increase of 21.75 %. This was mainly on account of installation of 4-colour sheet fed press, one colour sheet fed press, perfect binding machines, saddle stitcher etc.

Current Assets, Loans & Advances

The Current Assets, Loans & Advances increased from Rs. 302.94 million as on March 31, 2003 to Rs. 407.20 million as on March 31, 2004 registering an increase of 34.42%. This was due to the following reasons:

- In 2003-04, we started exports and as per the norms of export market we were required to provide longer business cycles to our overseas clients resulting increase in debtors.
- Cash & Bank balances went up because of disbursement of foreign currency loan of Rs. 47.7 million by Standard Chartered Bank on March 31, 2004.
- Increase in loans and advances because export incentives receivables.

Liabilities & Provisions

Our total liability increased by 36.70% from Rs. 444.97 million as on March 31, 2003 to Rs. 608.24 million as on March 31, 2004. This was primarily on account of the following:

- Increase in unsecured loan from Rs. 3.99 million as on March 31, 2003 to Rs. 101.94 million as on March 31, 2004 because of raising money through commercial paper. We raised money issuing commercial paper because it was less costlier compared to cash credit.

- Increase in current liabilities from Rs. 69.22 million to Rs. 149.14 million due to increase in sundry creditors for capital goods from Rs. 0.52 million to Rs. 40.84 million.

Fiscal Year ended March 31, 2003 compared to Fiscal Year ended March 31, 2002

Sales

Our sales of products increased from Rs. 609.40 million to Rs. 716.56 million registering a growth of 17.58%. The increase was because of increase and focus on the publishing business especially the education market and a concerted increase in the CRM and SRM programmes. This resulted in getting orders from large corporate clients.

Raw materials consumed

We have consumed raw materials of value of Rs. 381.90 million which was higher by 26.10% as compared to the previous year which was mainly due to the following reasons:

- Increase in sales.
- Increase in raw material consumption as the percentage of total sales to 53.30% from 49.70% on account of overall price increase of paper in global market.

Profit before Interest, Depreciation and Tax (PBIDT)

The PBIDT for 2002-03 has increased from Rs. 110.07 million in 2001-02 to Rs. 118.79 million recording a growth of 7.92%. This was primarily on account of the following:

- Increase in sales
- Reduction in employee cost as a percentage to sales due to optimum utilisation of human resources.
- Reduction of selling & distribution cost as percentage to sales due to more business from existing client base without proportionate increase in expenses.

Interest

Interest outgo in the year 2002-03 was Rs. 27.03 million, which was lower by 25.00% as compared to the same of the previous financial year. The decrease was mainly due to decrease in our borrowings from Rs. 323.43 million as on March 31, 2002 to Rs. 280.33 million as on March 31, 2003. We had also replaced high cost rupee denominated debt with low cost financial products such as foreign currency loan. As a result, our average cost of the borrowed fund came down from 11.16% in 2001-02 to 9.64% in 2002-03.

Depreciation

In 2002-03, depreciation has increased to Rs. 28.15 million from Rs. 27.05 million on account of addition of new assets.

Restated Net Profit/ (Loss) after tax

The restated net profit for the year 2002-03 was Rs. 46.45 million vis-à-vis the same of Rs. 48.10 million in the year 2001-02 and thus resulting a decrease of 3.43%. This decrease was caused on account of deferred tax. .

Fixed Assets

Gross Fixed Assets including capital work in progress, of our Company has reduced to Rs. 559.00 million as on March 31, 2003 from Rs. 568.32 million as on March 31, 2002, registering a decrease of 1.64% on account of implementation of AS 28 regarding impairment of assets issued by Institute of Chartered Accountants of India.

Current Assets, Loans & Advances

The Current Assets, Loans & Advances increased from Rs. 252 million as on March 31, 2002 to Rs. 302.94 million as on March 31, 2003 registering an increase of 16.82%. The increase took place on account of higher working capital requirement caused by increased sales of educational material printing and an upsurge in printing of the products for corporate segment.

Liabilities & Provisions

Our total liability increased by 4.53% from Rs. 425.68 million as on March 31, 2002 to Rs. 444.97 million as on March 31, 2003. This was primarily on account of increase in creditors because of longer credit period availed by us from our vendors.

UNUSUAL OR INFREQUENT EVENTS OR TRANSACTIONS

In our opinion, there was no unusual event or transactions.

SIGNIFICANT ECONOMIC CHANGES

The management does not foresee any significant economic changes concerning the Print Industry in the immediate future, which might have an impact on the profitability or operations of our Company, other than the changes in government policies, changes in demand / supply of print products and such other changes which are in usual course of business.

KNOWN TRENDS OR UNCERTAINTIES

In our opinion, there is no uncertain trend as of now.

FUTURE RELATIONSHIP BETWEEN COSTS AND REVENUES

In print industry, costs depend upon raw material prices, which account for about 56% of the costs. The revenue depends upon domestic markets, international markets, and composition of sales.

Our Company's future raw material cost will be governed by its sourcing capabilities, management of inventories and optimal usage of export incentives. Its future revenue flow will be determined on the basis of composition of sales, contribution of content and value added printing products in the total sales portfolio, ability to capitalise the opportunities prevailing in the export market and domestic and international price scenario in the print industry.

With the advent of more standardised products/formats and mapping of those products/formats with our proposed capital expenditure plan, efficiency is expected to go up which, in turn, is likely to bring down the raw material cost.

Further, in case we become successful to earn a higher portion of our revenue from content creation and other value added products, we will be able to immune ourselves from the cost fluctuations in the supply side because usage of raw materials in those products is minimal.

TURNOVER FROM THE COMPANY'S MAJOR SEGMENTS

Details of financial results from various product segments are given in the following table:

	IT Segment	**Other Printing Segment**	**Consolidated Total**	**IT Segment**	**Other Printing Segment**	**Consolidated Total**
	September 30, 2005	**September 30, 2005**	**September 30, 2005**	**2005**	**2005**	**2005**
REVENUE						
External Sales	113.14	421.59	534.73	210.14	656.26	866.40
Inter-segment Sales						-
Total Revenue	113.14	421.59	534.73	210.14	656.26	866.40
RESULT						
Segment result	36.21	98.49	134.70	66.32	112.78	179.10
Unallocated corporate expenses			(45.55)			97.49
Operating profit			89.15			81.61

	IT Segment	Other Printing Segment	Consolidated Total	IT Segment	Other Printing Segment	Consolidated Total
	September 30, 2005	**September 30, 2005**	**September 30, 2005**	**2005**	**2005**	**2005**
Interest Expenses			(14.53)			(24.47)
Interest income			0.23			0.62
Other income			1.35			2.68
Income taxes			(26.07)			(14.50)
Deferred Tax Liability						(1.34)
Profit from ordinary activities			50.13			44.60
Extra ordinary loss			-			-
Net Profit			50.13			44.60
Other information						
Segment assets	142.10	692.70	834.80	132.76	640.09	772.85
Unallocated corporate assets			230.25			182.24
Total assets			1065.05			955.09
Segment liabilities	16.55	26.99	43.54	35.31	3.61	38.92
Unallocated corporate liabilities			655.69			600.48
Total liabilities			699.23			639.40
Capital Expenditure	5.89	34.60	40.49	6.71	40.96	47.67
Unallocated capital Expenditure			2.83			0.57
Depreciation	2.93	16.68	19.61	5.39	30.81	36.20
Unallocated Depreciation			0.43			0.68
Non cash expenses other than depreciation			0.07			0.14

	IT Segment	Other Printing Segment	Consolidated Total	IT Segment	Other Printing Segment	Consolidated Total
	2004	2004	2004	2003	2003	2003
REVENUE						
External Sales	204.80	610.58	815.38	219.66	496.90	716.56
Inter-segment Sales		-	-			
Total Revenue	204.80	610.58	815.38	219.66	496.90	716.56
RESULT						
Segment result	71.30	72.43	143.73	65.00	117.18	182.18
Unallocated corporate expenses			78.73			92.29
Operating profit			65.00			89.89
Interest Expenses			(18.26)			(27.03)
Interest income			0.28			0.39
other income			2.59			0.61
Income taxes			(10.10)			(14.50)
Deferred Tax Liability			(3.98)			(2.90)
Profit from ordinary activities			35.53			46.45
Extra ordinary loss			-			-
Net Profit			35.53			46.45
Other information						
Segment assets	119.77	589.23	709.00	137.43	448.59	586.02
Unallocated corporate assets			179.30			112.34
Total assets			888.30			698.36
Segment liabilities	21.11	43.87	64.98	11.13	3.13	14.26
Unallocated corporate liabilities			543.27			430.71
Total liabilities			608.25			444.97
Capital Expenditure	2.81	95.47	98.28	2.47	42.32	44.79
Unallocated capital Expenditure			19.63			-
Depreciation	5.17	24.87	30.04	5.02	23.13	28.15
Unallocated Depreciation			0.51			-
Non cash expenses other than depreciation			0.49			0.14

	IT Segment 2002	Other Printing 2002	Consolidated Total 2002
REVENUE			
External Sales	258.36	351.04	609.40
Inter-segment Sales			
Total Revenue	258.36	351.04	609.40
RESULT			
Segment result	85.14	85.32	170.46
Unallocated corporate expenses			80.57
Operating profit			89.89
Interest Expenses			(36.10)
Interest income			0.29
other income			0.78
Income taxes			(6.99)
Deferred Tax Liability			8.36
Profit from ordinary activities			56.23
Extra ordinary loss			8.12
Net Profit			48.11
Other information			
Segment assets	170.06	437.57	607.63
Unallocated corporate assets			74.38
Total assets			682.01
Segment liabilities	19.73	2.10	21.83
Unallocated corporate liabilities			403.85
Total liabilities			425.68
Capital Expenditure	5.84	25.55	31.39
Unallocated capital Expenditure			-
Depreciation	4.87	22.18	27.05
Unallocated Depreciation			-
Non cash expenses other than depreciation			1.91

SEASONALITY OF THE BUSINESS

Print industry not being a seasonal industry, no such impact can be their on company's revenues.

COMPETITIVE CONDITIONS

Our Company is among the few companies in India who provide end to end printing solutions. Our sales have grown over the years due to concerted and conscious effort that we have pursued in the exports market. However, our profit has not experienced the commensurate growth as a result of the initial investments made by us to build-up capacity, infrastructure, marketing channel, train and hire manpower etc. in order to enter into exports of printing products/services.

SECTION VI: LEGAL AND OTHER INFORMATION

OUTSTANDING LITIGATIONS AND DEFAULTS

Except as described below, there is no outstanding litigation, suits or civil or criminal prosecutions, proceedings before any judicial, quasi-judicial, arbitral or administrative tribunals, including pending proceedings for violation of statutory regulations or alleging criminal or economic offences or tax liabilities against our Company, our Promoters, our Directors, our subsidiaries and other companies/firms promoted by our Promoters that would have a material adverse effect on our business and there are no defaults, non-payments or overdue of statutory dues, institutional/bank dues and dues payable to holders of debentures or fixed deposits and arrears of cumulative preference shares that would have a material adverse effect on our business.

Further, as of the date of filing this Red Herring Prospectus with SEBI, there are no show cause notices/claims served on our Company, our Promoters or our Directors from any statutory authority / revenue authorities that would have a material adverse effect on our business.

In relation to all litigations mentioned herein below, except for the cases filed by our Company under Section 138 of the Negotiable Instruments Act, in case of any adverse ruling, our Company may be liable to pay the amount demanded/ decreed, if any, and amount deposited, if any, by our Company with the concerned authorities in this regard may be liable to be forfeited to the extent of the demand/ decree, if any. The cases under Section 138 of the Negotiable Instruments Act have been filed by our Company in respect of dishonour of cheques issued in favour of our Company.

CASES FILED BY OUR COMPANY:

A. Income Tax Cases:

Sr. No.	Assessment Year	Authority before whom pending	Nature of the case and particulars	Financial implications (Rs.)(in case of a non-favourable outcome)
1.	1994-95	Commissioner of Income Tax (Appeals) ("CIT (Appeals)" or "CIT(A)")	The Income Tax Appellate Tribunal ("ITAT"), Mumbai, pursuant to appeal filed by our Company, has vide its order dated July 14, 2005 allowed our Company an amount of Rs. 1,261,329/- (Rupees One million Two Hundred Sixty One Thousand Three Hundred Twenty Nine) as deduction pertaining to Assessment Year 1994-95 incurred in connection with the expansion of our Company's printing facilities, which had earlier been disallowed by the Assessing Officer (being Deputy Commissioner of Income Tax) and the CIT (Appeals). However, the ITAT remanded the matter to CIT (Appeals) to adjudicate the portion regarding levy of penal interest, if any, on our Company under Sections 234B and 234C of the Income Tax Act. The penal interest on our Company, if any, will be adjudicated by the CIT(A) in due course.	No financial implication except penal interest under Sections 234B and 234C. However, the same is not quantifiable, as the CIT (Appeals) is yet to adjudicate the same.
2.	2001-2002	Income Tax Appellate Tribunal ("ITAT"), Mumbai	Our Company has filed an appeal before the ITAT, Mumbai pertaining to Assessment Year 2001-2002 against the order of the CIT (Appeals), *inter alia* on the following grounds: (a) disallowance of advertising expenses amounting to Rs. 5,570,000/-; (b) disallowance of professional and other expenses amounting to Rs. 880,041/-; (c) disallowance of public issue expenses (for our Company's aborted public issue) of Rs. 1,670,000/-;	Rs. 3,009,253/- (Rupees Three Million Nine Thousand Two Hundred Fifty Three), being the amount demanded by the Income Tax Authorities, has already been deposited by our Company.

Sr. No.	Assessment Year	Authority before whom pending	Nature of the case and particulars	Financial implications (Rs.) (in case of a non-favourable outcome)
			(d) disallowance of a sum of Rs. 71,720/-, being the employees and employers contribution to ESIC; (e) not considering Minimum Alternative Tax ("**MAT**") paid by our Company as advance tax in calculation of interest under Sections 234B and 234C of the Income Tax Act; (f) Levy of interest on our Company under Section 234D of the Income Tax Act, 1961.	
3.	2001-2002	CIT (Appeals), Mumbai	Our Company has filed an appeal before the CIT (Appeals), Mumbai against the order of the Assessing Officer (Assistant Commissioner of Income Tax, Mumbai) dated March 30, 2005 pertaining to Assessment Year 2001-2002 levying a penalty of Rs. 2,550,991/- (Rupees Two Million Five Hundred fifty Thousand Nine Hundred Ninety One) on our Company under Section 271(1)(c) of the Income Tax Act. The said order was passed by the Assessing Officer on the grounds that the assessee (that is, our Company) filed a revised return for Assessment Year 2001-2002, containing a downward revisions of income by Rs.6,450,041/- (Rupees Six Million Four Hundred Fifty Thousand Forty One) which was capitalised in the original return, being expenses in connection with the planned public issue of our Company which didn't subsequently materialise, the penalty being imposed on the ground that the filing of the revised return amounted to filing inaccurate particulars of income with an intention to reduce tax liabilities.	Rs. 2,550,991/- (Rupees Two Million Five Hundred Fifty Thousand Nine Hundred Ninety One)
4.	2002-2003	ITAT, Mumbai	Our Company has filed an appeal before the ITAT, Mumbai against the order of the CIT (A) dated July 29, 2005 pertaining to Assessment Year 2002-2003. The said order disallowed various contentions of our Company as regards disallowing employee's and employers contribution towards PF and ESIC amounting to Rs. 85,786/- (Rupees Eighty Five Thousand Seven Hundred Eighty Six), disallowance of expenses for abandoned public issue of our Company amounting to Rs. 8,120,241/- (Rupees Eight Million One Hundred Twenty Thousand Two Hundred Forty One) and imposition of interest under Section 234B, Section 234C and Section 234D of the Income Tax Act.	(i) Income tax on amount disallowed, being Rs. 85,786/- (Rupees Eighty Five Thousand Seven Hundred and Eighty Six) as per marginal tax rate for that assessment year; (ii) Interest under Sections 234B and 234C is subject to recomputation by Assessing Officer as per the order of the CIT(A), and hence is not quantifiable (iii) Interest under Section 234D of Rs. 75,985/- (Rupees Seventy Five Thousand Nine Hundred Eighty Five)

B. Sales Tax Cases:

Sr. No.	Authority where pending	Nature of the case and particulars	Financial implications (Rs.) (in case of non-favourable outcome)
1.	Deputy Commissioner of Sales Tax (Appeal) VII, Mumbai	The Company has filed an appeal before the Deputy Commissioner of Sales Tax (Appeals) VII, Mumbai against the order of Assistant Commissioner of Sales Tax (Assessment) pertaining to assessment for the year 2001-2002. The said order imposes Works Contract Tax on works receipts (receipts on account of labour jobs) involving consumption of ink by our Company (in the process of printing paper) and demands an additional sales tax of Rs. 440,069/- (Rupees Four Hundred Forty Thousand Sixty Nine Only)	Rs. 440,069/- (Rupees Four Hundred Forty Thousand Sixty Nine)

C. Cases under Section 138 of the Negotiable Instruments Act:

Our Company has filed a total of 11 (eleven) cases against various parties under Section 138 of the Negotiable Instruments Act for dishonour of cheques issued in favour of our Company. Six of the cases, with an amount outstanding of Rs. 41,17,508/- (Rupees Forty One Lakhs Seventeen Thousand Five Hundred Eight only) are against one party only, namely Spectrum Magazines Limited.

The detailed particulars of these cases are specified in the table below:

Sr. No.	Date of Filing	Name of Court	Name of the Accused and Criminal Complaint Number	Amount (Rs.) of the dishonoured cheques issued in favour of our Company
1.	July 22, 2002	Judicial Magistrate of the First Class (“JMFC”), Vashi	Spectrum Magazines Limited and Others No.: 2057/02	250,000
2.	July 25, 2002	JMFC, Vashi	Spectrum Magazines Limited and Others No.: 2133/02	924,865
3.	July 26, 2002	JMFC, Vashi	Spectrum Magazines Limited and Others No.: 2142/02	1,505,100
4.	July 22, 2002	JMFC, Vashi	Spectrum Magazines Limited and Others No.: 2058/02	250,000
5.	September 19, 2002	JMFC, Vashi	Spectrum Magazines Limited and Others No.: 2806/02	937,643
6.	July 08, 2002	Metropolitan Magistrate, Dadar, Mumbai	Spectrum Magazines Limited and Others No.: 4368/SS/05	250,000
7.	September 9, 2002	Metropolitan Magistrate, Dadar, Mumbai	WP Distributors Private Limited and Others No.: 448/S/03	1,498,198
8.	September 19, 2002	Metropolitan Magistrate, Dadar, Mumbai	WP Distributors Private Limited and Others No.: 599/S/03	418,785
9.	July 03, 2001	Metropolitan Magistrate, Dadar, Mumbai	Houselayouts.com Private Limited and Others No.: 575/S/04	998,572

Sr. No.	Date of Filing	Name of Court	Name of the Accused and Criminal Complaint Number	Amount (Rs.) of the dishonoured cheques issued in favour of our Company
10.	September 06, 2001	Metropolitan Magistrate, Dadar, Mumbai	Sun Infoways Limited (ZAP) and Others No.: 584/S/04	1,950,000
11.	July 05, 2001	Metropolitan Magistrate, Dadar, Mumbai	Great Folks Communication and Others No.: 84/S/04	142,000

D. Labour Cases:

Sr. No.	Suit/Petition No.	Court where Pending	Nature of the case and particulars	Financial implications (Rs.) (in case of a non-favourable outcome)
1.	34120/2001(L-PG)	Karnataka High Court	Our Company has filed a Writ Petition under Articles 226/227 of the Constitution of India in the Karnataka High Court against the following respondents, namely: (a) Mr. Mathew A. Cruz; (b) The Assistant Labour Commissioner and the Controlling Authority, Bangalore Division - III (c) The Deputy Labour Commissioner and Appellate Authority, Bangalore Division - II One Mr. Mathew A. Cruz filed an application before the Assistant Labour Commissioner and the Controlling Authority (under the Payment of Gratuity Act, 1972) Bangalore Division - III claiming to be an employee of our Company from April 1, 1983 to October 31, 1993 and demanding gratuity under the Payment of Gratuity Act, 1972. The said Assistant Labour Commissioner and the Controlling Authority ruled in favour of Mr. Cruz and directed our Company to pay gratuity of Rs. 31,730/- (Rupees Thirty One Thousand Seven Hundred Thirty) plus interest @ 10% per annum from December 1, 1993 till the date of payment. This order was upheld by the Deputy Labour Commissioner and Appellate Authority (under the Payment of Gratuity Act, 1972) Bangalore Division II vide its order dated July 2, 2001. The said amount of Rs. 31,730/- has been deposited with the said Deputy Labour Commissioner and Appellate Authority. Our Company has filed a Writ Petition in the Karnataka High Court against the said orders of the Assistant Labour Commissioner and Deputy Labour Commissioner, praying for the Writ of Certiorari or any other appropriate writ or order to quash the said order of the Assistant Labour Commissioner and the Deputy Labour Commissioner, and to restrain the Deputy Labour Commissioner from disbursing the deposited amount of Rs. 31,730/-. The said petition is pending before the Karnataka High Court.	Rs. 31,730/- (Rupees Thirty One Thousand Seven Hundred Thirty) plus interest @ 10% per annum from December 1, 1993 till the date of payment. Amount of Rs. 31,730/- has already been with the Deputy Labour Commissioner and Appellate Authority
2.	Misc. Complaint (ULP) No. 9104 of 2004	4th Labour Court at Thane	Mr. Santosh V. Tupe has filed a case before the 4th Labour Court at Thane, against our Company and Mr. Anil Kolhe, our Plant Manager alleging unfair labour practices under Items 1(a), (b), (d), (e) and (g) of Schedule IV of the Maharashtra Recognition of Trade	Estimated by our Company at approximately Rs. 150,000 as on September 15, 2005

Sr. No.	Suit/Petition No.	Court where Pending	Nature of the case and particulars	Financial implications (Rs.) (in case of a non-favourable outcome)
			Unions and Prevention of Unfair Labour Practices Act, 1971, alleging, *inter alia*, that our Company has not permitted him to rejoin his duties as an Asstt. Printer after his period of absence of work on account of ill-health. The relief sought in the complaint is for reinstatement of Mr. Tupe with back wages and with continuity of service along with all consequential benefits with effect from August 8, 2003. Our Company has defended the case, *inter alia*, is that in respect of the period of absence (October 29, 2002 to August 8, 2003), Mr. Tupe, despite being served with show cause notices, did not adequately explain the causes for his continued absence in the aforesaid period and did not furnish relevant documentation to support the reasons furnished by him to explain his absence.	
3.	COM. (ULP) No. 75 /2003	Industrial Court Thane	Mr. Govind Nilkanth Kayande, a Registered Mukadam For Unit No. 1825 along with other 20 other workers of the said Unit No. 1825 has filed a complaint against us through Mr. Anil Kolhe, our Plant Manager (as "First Respondent") and the Security Guard Board for Greater Bombay and Thane District (as "Second Respondent") in the Industrial Court at Thane (being COM.(ULP) No. 75/2003) alleging unfair labour practices under Items 9 and 10 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. The said complaint relates to our Company's decision to dispense with the services of the Second Respondent for engaging security guards, and to employ security guards directly. The complainant and twenty others were the security guards engaged as supplied by the Second Respondent, and whose engagement ceased once our contractual obligation with the Second Respondent was terminated. The said complaint demands several reliefs, *inter alia* being reinstatement of the complainant and other 20 other workmen, payment of wages regularly, holding that our Company has engaged in an unfair labour practice under Items 9 and 10 of Schedule IV of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971, etc. The said Court, by its order dated March 15, 2003 had dismissed the complainant's application for interim relief. The Court had also observed that the Complainant had failed to make out any *prima facie* case. The case is pending hearing & final disposal.	Not ascertainable

E. Customs Cases:

Sr. No.	Authority where pending	Nature of the case and particulars	Financial implications (Rs.) (in case of non-favourable outcome)
1.	CESTAT (Customs Excise and Service Tax Appellate Tribunal)	Our Company has filed an appeal before the CESTAT (Customs Excise and Service Tax Appellate Tribunal) in April, 2002 challenging the order passed by the Commissioner of Customs (Appeals), Airports, Mumbai (confirming the order of the Deputy Commissioner of Customs) rejecting our Company's refund claim for import duty (paid under protest) at the time of clearance of goods aggregating Rs. 188,404/- (Rupees One Hundred Eighty Eight Thousand Four Hundred Four). The refund claim is in respect of Compact Discs imported by our Company, which according to our Company was exempted from customs duty under Notification No. 23/98	Our Company is entitled for refund in case the Appeal is allowed by the Tribunal.

CASES FILED AGAINST OUR COMPANY

F. Civil Cases:

Sr. No.	Suit/Petition No.	Court where Pending	Nature of the case and particulars	Financial implications (Rs.) (in case of a non-favourable outcome)
1.	No. 3978 of 2004	High Court, Bombay	A summary suit bearing No. 3978 of 2004 bearing the title Gaurang M. Mehta v. Repro India Limited was filed in the Bombay High Court, for recovery of a sum of Rs. 1,262,872/- (Rupees One Million Two Hundred Sixty Two Thousand Eight Hundred Seventy Two only) together with interest @ 6% per annum from the date of filing the suit till the date of realization. The said amount demanded was in relation to paper delivered by the partnership firm of the plaintiffs (being M/s. Kosmos Paper Stores, currently a sole proprietorship firm of the Plaintiff) for which it has not received payment. On basis of our Company's contentions, the Hon'ble High Court of Bombay has vide order dated February 15, 2005 granted our Company unconditional leave to defend the suit and transferred the suit to the list of Commercial Causes, where it is currently pending.	Rs. 1,262,872/- (Rupees One Million Two Hundred Sixty Two Thousand Eight Hundred Seventy Two) along with applicable interest and other costs (not quantifiable)
2.	No. 2877 of 1998	High Court, Bombay	A Suit has been filed in the Bombay High Court bearing Suit No. 2877 of 1998 by Soma Papers & Industries Limited and Chetan Papers Private Limited demanding an amount of Rs. 824,776/- (Rupees Eight Hundred Twenty Four Thousand Seven Hundred Seventy Six) comprising of Rs. 5,76,489/- as Principal and Rs. 2,48,287/- being interest @ 19% per annum from 22nd May, 1995 till the date of the suit and other consequential reliefs. The amount claimed relates to paper supplied to our Company in 1995 and 1996. Our Company has defended the suit on the grounds *inter alia* that the paper supplied was defective and not suitable for its requirements. The matter is currently pending before the Bombay High Court.	Rs. 824,776/- (Rupees Eight Hundred Twenty Four Thousand Seven Hundred Seventy Six)and other consequential reliefs (not quantifiable)

G. Sales Tax Cases:

Sr. No.	Authority where pending	Nature of the case and particulars	Financial implications (Rs.)
1.	Please see "**Nature of the case and particulars**"	The Commissioner of Sales Tax, Maharashtra State, Mumbai had filed a Reference Application bearing no. 83 of 2003 before the Maharashtra Sales Tax Tribunal for the purpose of drawing up a statement in relation to case decided by the said Tribunal and referring the same on questions of law to the High Court. The Tribunal, vide its order dated August 29, 2005 allowed the said application and after formulating the question of law, has referred the said question of law to be decided by the Bombay High Court. The question as formulated for the Bombay High Court's decision is "Whether on the facts and in the circumstances of the case, and on a true and correct interpretation of the definitions of the term 'sale' under the Bombay Sales Tax Act, 1959 and the Maharashtra Sales Tax on the Transfer of Property in Goods involved in the Execution of the Works contract (Re-enacted) Act, 1989, the Tribunal was justified in holding that activity of printing and supply of Calenders as per the requirements and specifications of the buyer i.e. Union Bank of India constituted a sale under the WCT Act and not under the Bombay Act?" **We await intimation of the said reference being filed with the Bombay High Court by the Tribunal of the aforesaid question, and the reference number allotted to the same on filing.**	Not quantifiable

H. Criminal Cases:

Sr. No.	Authority where pending	Nature of the case and particulars	Financial implications (Rs.)
1.	(i) Chief Judicial Magistrate, Jodhpur, Rajasthan (Cr.068/ 2001 dated December 14, 2001)	Our Company, in its capacity as a printer, has been impleaded through its General Manager, Mr. Shekhar Bangera, in a case concerning an article published in the Quarterly Journal of the Indian Institute of Bankers ("**IIB**") for July-September, 1998. In this issue an article authored by Prof. S.M. Padwal, a Professor at the National Institute of Bank Management ("**NIBM**"), Pune was published in which a map of India was shown as an illustration of the location-wise requirements for Y2K compliance. It was alleged that the said map was not in accordance with the official map of India approved by the Surveyor-General of India, and the matter was reported in a newspaper, resulting in registration of criminal complaints against Prof. S.M. Padwal, the author of the article, Mr. R.S. Sharma, Chief Executive of IIB and Mr. Shekhar Bangera, General Manager of our Company by the Rajasthan police as per C.R. No. 96/99 of Sardarpura police station, Jodhpur, Rajasthan alleging offences under the following enactments: (a) Section 2/3 of the Emblems & Names (Prevention of (Improper Use) Act, 1950; (b) Section 2(ii) of the Prevention of Insults to National Honour Act, 1971; and (c) Section 63 of the Copyright Act, 1957 Our Company has not yet been served with a copy of the chargesheet in the above matter.	Not quantifiable

Sr. No.	Authority where pending	Nature of the case and particulars	Financial implications (Rs.)
	(ii) High Court at Jodhpur, Rajasthan. (SB.Cr.Misc. Pet. 266/03)	In relation to the above criminal complaint, we have filed a petition before the Rajasthan High Court for quashing the criminal proceedings pending before the Chief Judicial Magistrate, Jodhpur. The said petition has been admitted and is pending before the Rajasthan High Court at Jodhpur.	

I. CASES FILED AGAINST OUR DIRECTORS

There is no litigation pending against any Promoter or Director of our Company, except the following.

Litigations Pending against Dr. J.J. Irani:

Dr. J.J. Irani has joined our Board with effect from September 15, 2005 as a Non-Executive and Independent Director. There are certain litigations pending against him under various labour legislations which were instituted before his association with our Company, and which are listed below. However, there is no litigation, etc. pending against him, which has arisen, directly or indirectly, out of his association with our Company, and neither would any adverse ruling against him in any of the below-mentioned litigations have any financial impact on us.

Cases pending at various Magistrate's Courts at Jamshedpur:

Sr. No.	Case No. and Title All of the following matters are pending before various First Class Judicial Magistrates at Jamshedpur	Brief details (Unless otherwise stated, all cases under this head relate to employees of or contract labour employed by Tata Steel Limited (formerly known as Tata Iron and Steel Company Limited))
1.	C2 Case No.432 of 1997 State through Factory Inspector (Mr. A.K. Singh) Vs. Dr. J.J. Irani, Mr. R.P. Tyagi, Mr. Dilip Tana and Ramesh Patel of M/s Laxmi Construction.	Fatal accident of a contract worker of M/s Laxmi Construction. Pending evidence by prosecution. Bailable warrant against complainant for evidence has been issued.
2.	C2 Case No.1079 of 1998 State through Factory Inspector (Mr. A.K. Singh) Vs. Dr J.J. Irani, Mr. R.P. Tyagi & Mr. S.K. Kochher, the then M.D, T.C.P.L.	Fatal accident of a contract worker of T.C.P.L. The trial court rejected the petition of T.C.P.L. objecting to the production of certain evidence. Against this Order T.C.P.L. has filed criminal revision petition before the Jamshedpur High Court. The said petition is pending.
3.	C2 Case No. 913 of 2000 State through Factory Inspector (Mr. A.K. Mishra) Vs. Dr. J.J. Irani	Fatal accident involving two employees. Discharge application on behalf of Dr. Irani has been filed, on the ground of want of jurisdiction exercised by Factory Inspector, since the incident involves the provisions of the Boilers Act. The discharge application filed on behalf of Dr. Irani is pending hearing.
4.	C2 Case No. 914 of 2000 State through Factory Inspector (Mr. A.K. Mishra) Vs. Dr J.J. Irani & Mr. A.S. Dhillon.	Both Occupier (Dr. Jamshed J. Irani) and Manager (A.S. Dhillon) prosecuted in relation to the accident in 3 above. Discharge application on behalf of Dr. Irani has been filed, on the ground of want of jurisdiction exercised by Factory Inspector, since the incident involves the provisions of the Boilers Act. The discharge application is pending hearing.

Sr. No.	Case No. and Title **All of the following matters are pending before various First Class Judicial Magistrates at Jamshedpur**	Brief details (Unless otherwise stated, all cases under this head relate to employees of or contract labour employed by Tata Steel Limited (formerly known as Tata Iron and Steel Company Limited))
5.	C2/2855/01 Factory Inspector Vs. Dr. J.J. Irani & A.S. Dhillon	Dr. Jamshed J. Irani and A.S. Dhillon have been charged for violation of Section 92 and contravention of Section 7A of the Factories Act read with Rule 55A (2) of Bihar Factories Rules, 1950 regarding non-compliance with safety-related aspects like safety signs, railings of staircases, etc. under the Factories Act at the Jamshedpur factory of Tata Steels Limited. Discharge application on behalf of Dr. Irani has been allowed. Dr. Mukherjee was impleaded as occupier. Further proceedings were initiated for recalling the Order of the lower court impleading Dr. Mukherjee. These proceedings are pending final hearing.
6.	C2/2903/01 Factory Inspector Vs. Dr. J.J. Irani & A.S. Dhillon & Anr.	Dr. Jamshed J. Irani, A.S. Dhillon and Mr. Akhtar Imam have been charged under of section 92 of the Factories Act for contravention of Sections 33, 7A of the Factories Act read with Rule 55A (2) of Bihar Factories Rules, 1950 for fatal accident of contract worker at the Jamshedpur factory of Tata Steels Limited. Discharge petition filed on behalf of Dr. Irani on the ground that he was not the “occupier” on the date of the accident. State has filed a reply to this petition. The said petition is pending final hearing.
7.	C2/919 of 1999 State through Factory Inspector (Mr. A. K. Singh) Vs. Dr. J. J. Irani, R. P Tyagi, S. K. Hasmat of Bengal Transport Company.	Various grounds, being: (i) non-production of fitness certificate by contractor of the cranes used in hot strip mill by the contractor; (ii) crane drivers not having certificates from qualified doctors about their vision; and (iii) the workers of Bengal Transport Company deprived of their weekly holiday. The matter is at evidence stage of prosecution.

Cases pending (in appeal) before the Jharkhand High Court at Ranchi:

Sr. No.	Case No. and Title	Brief details (Unless otherwise stated, all cases under this head relate to employees of or contract labour employed by Tata Steel Limited (formerly known as Tata Iron and Steel Company Limited))
1.	Cr. Misc. Petition No.: 152/2000 filed against C2 Case No.810 of 1991 State through Factory Inspector (Mr S.B. Jha) Vs. Dr. J.J. Irani & Mr. P.N. Roy	Fatal accident of an employee. Stay granted by High Court against proceedings in lower Court in this case. High Court to hear the matter.
2.	Cr. Misc. Petition No.: 8903/1999 (Revision) filed against C2 Case No.366 of 1998 State through Factory Inspector (Mr. A.K.Singh) Vs. Dr. J.J. Irani, Mr. R. P. Tyagi & Mr. K.K. John, the then Resident Director Stewarts & Lloyds	Fatal accident of an employee of M/s. Stewarts & Lloyds. Stay granted by High Court against proceedings in lower Court in this case. High Court to hear the matter.

S. No.	Case No. and Title	Brief details (Unless otherwise stated, all cases under this head relate to employees of or contract labour employed by Tata Steel Limited (formerly known as Tata Iron and Steel Company Limited))
3.	Cr. Misc. Petition No.:9395/1999 (Revision) filed against C2 Case No. 884 of 1998 State through Factory Inspector (Mr. A.K.Singh) Vs. Dr. J.J. Irani & Mr R.P. Tyagi	Fatal accident of an employee. Stay granted by High Court against proceedings in Lower Court in this case. High Court to hear the matter.
4.	Cr. Misc. Petition No.: 9393/1999 (Revision) filed against C2 Case No. 894 of 1998 State through Factory Inspector (Mr. A.K.Singh) Vs. Dr. J.J. Irani & Mr. R.P. Tyagi	Fatal accident of an employee. Stay granted by High Court against proceedings in Lower Court in this case. High Court to hear the matter.
5.	Cr. Misc. Petition No.: 9394/1999 (Revision) filed against C2 Case No. 895 of 1998 State through Factory Inspector (Mr A.K.Singh) Vs. Dr. J.J. Irani, Mr. R.P. Tyagi & Mr Seedharan of L & T Ltd	Alleged, *inter alia* that in project work executed by L & T Ltd., workers were made to work more than the stipulated period as per the Factories Act.
6.	Cr. Misc. 525/2000 (Revision) filed against C2 Case No.956 of 1996 State through Asst. Commissioner & Inspector under Contract Labour (Regulation & Abolition) Act 1970 Vs. Dr. J.J. Irani, Mr. Ashok Pandit, Mr R.P. Singh & Mr R.B. Lal	Alleged that loading and unloading job in the Tubes Division being permanent in nature, the job of engaging contract labourers should have been abolished as per the Contract Labour (Regulation & Abolition) Act
7.	Cr Misc. Petition No. 2046 /1991 (Revision) filed against G.R.Case No. 365A of 1989 State through K.B. Prasad, O.C, Bistupur P.S Vs. Dr. J.J. Irani & others	Investigation of a fire accident on March 3, 1989
8.	Cr. Revision No. 212 of 1990(R) State through Factory Inspector (Mr. R. Prasad) Vs. Dr. J.J. Irani & Mr. P. N. Roy	Revision has been filed by the State against the order of dismissal of complaint (C1 Case No. 224/90**)** filed by Factory Inspector relating to a fire accident on March 3, 1989
9.	Cr. Revision No. 213 of 1990(R) State through Factory Inspector (Mr. R. Prasad) Vs. Dr. J.J. Irani & Mr. P.N. Roy	Revision has been filed by the State against the order of dismissal of complaint (C1 Case No.225/90) filed by Factory Inspector relating to a fire accident on March 3, 1989
10.	Cr. Revision No.214 of 1990(R) State through Factory Inspector (Mr. R. Prasad) Vs. Dr. J.J. Irani & Mr. P. N. Roy	Revision has been filed by the State against the order of dismissal of complaint (C1 Case No.226/90) filed by Factory Inspector relating to a fire accident on March 3, 1989.
11.	Cr. Rev. No. 506 of 2005 along-with I.A. No. 880/2005 (arising out of Cr. Appeal No. 182/99) Dr. J J Irani and Mr. P. N. Roy Vs. State and Inspector of Factories	Revision filed against order dated May 16, 2005 in the said Cr. Appeal No. 182/99 passed by Sessions Judge, Jamshedpur modifying the judgement and order of conviction passed in C2/663/91 under Factories Act, and imposing a fine of Rs. 100,000/- each on Dr. Jamshed J. Irani and Mr. P. N. Roy. The said fine is being contested.

MATERIAL DEVELOPMENTS

In the opinion of the Board of Directors of our Company, there have not arisen since the date of the last financial statements disclosed in this Red Herring Prospectus, any circumstances that materially or adversely affect or are likely to affect the profitability of our Company to pay their material liabilities within the next twelve months.

GOVERNMENT APPROVALS

Our Company has received the necessary consents, licenses, permissions and approvals from the Government and various Government agencies required for its present business and no further approvals are required for carrying on the present as well as the proposed business save and except as mentioned below:

Our Company has received the following Government approvals / licenses / permissions:

A. Incorporation

1. Certificate of Incorporation bearing no. 11-71431 of 1993-1994 dated April 1, 1993 from the Registrar of Companies, Maharashtra for incorporation of our Company with the corporate name “Repro Press Private Limited”.
2. Fresh Certificate of Incorporation consequent to change of name certifying the change of corporate name from “Repro Press Private Limited” to “Repro India Private Limited” dated February 1, 1995 issued by the Registrar of Companies, Maharashtra.
3. Fresh Certificate of Incorporation consequent to change of name certifying the change of corporate name from “Repro India Private Limited” to “Repro India Limited”, dated February 14, 1995 issued by the Registrar of Companies, Maharashtra.

B. Industrial/Labour/Tax

4. Our Company has been allotted Code No. 14509-83 under the Employees State Insurance Act, 1948 *vide* letter dated November 4, 1989 by Regional Office, Employees State Insurance Corporation.
5. Our Company has been allotted Code No. MH-37228 under the Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 by the Regional Provident Fund Commissioner, Mumbai.
6. Our Company has been allotted PAN: AAACR0379J under the Income Tax Act by the Income Tax Department.
7. Our Company has been allotted TAN: MUMR06831G under the Income Tax Act by the Income Tax Department.
8. License bearing no. P/HQ/MH/15/1994(P7287) dated February 15, 2001 issued by the Office of Joint Chief Controller of Explosives, West Circle, Navi Mumbai, to import and store up to 20 K.L. of petroleum at the premises of our Company situated at 50/2, T.T.C., M.I.D.C. Industrial Area, Mahape, Navi Mumbai, Mumbai, Maharashtra and consists of one underground petroleum Class ‘B’ storage tank together with connected facilities. This license was last renewed on December 23, 2003 and is valid till December 31, 2006.
9. Acknowledgements received pursuant to the provisions of Press Note 6 dated July 29, 1993 and Press Note No. 17 dated November 28, 1997 from Secretariat for Industrial Assistance, Ministry of Commerce and Industry confirming receipt of our Company’s Industrial Entrepreneurs Memorandum for items stated therein at our Company’s premises situated at 50/2, T.T.C., M.I.D.C. Industrial Area, Mahape, Navi Mumbai, Maharashtra: –
   i. Acknowledgement No. 2567/SIA/IMO/2003 dated September 10, 2003;
   ii. Acknowledgement No. 2568/SIA/IMO/2003 dated September 11, 2003
10. Renewal of consent to operate under Section 26 of Water (Prevention and Control of Pollution) Act, 1974; Air (Prevention and Control of Pollution) Act, 1981 and Authorisation/ Renewal of Authorisation under Rule 5 of the Hazardous Wastes (Management & Handling) Rules, 1989 bearing no. BO/RONM/THANE/138-03/R/CC-207 issued by the Maharashtra Pollution Control Board dated July 7, 2003 valid till March 31, 2006.
11. License for working a factory under the Factories Act, 1948 bearing No. 64463 dated September 21, 2001 issued by the Chief Superintendent, Factories, Maharashtra, Mumbai. This license has been renewed till December 31, 2008.
12. Permission bearing No. 88970 dated February 14, 2002 issued by the Chief Engineer (Commercial), Maharashtra State Electricity Board for installation of one 750 KVA capacity standby diesel generating set at our Company’s factory at Plot No. 50/2, T.T.C., MIDC Industrial Area, Mahape, Navi Mumbai - 400 710.
13. Certificate of Registration bearing no. 400025/S/2612 dated May 14, 2001 issued by the Sales Tax Department, Maharashtra under Section 22/22A of the Bombay Sales Tax Act, 1959 to our Company and valid from April 1, 2001. The list of places of business as recorded in this Certificate are as below –
   (i) 2nd Floor, Marathe Udyog Bhavan, Appasaheb Marathe Marg, Prabhadevi, Mumbai-25;
   (ii) A-50/2, TTC MIDC Industrial Area, Mahape, Navi Mumbai;

(iii) Plot No. A/180-4, M.I.D.C., TTC Industrial Area, Khaime Village, Vashi; and

(iv) Plot No. A-199, M.I.D.C., TTC Industrial Area, Vashi.

14. Certificate of Registration bearing no. 400025/C/2278 dated May 14, 2001 issued by the Sales Tax Department, Maharashtra under Section 7(1)/7(2) of the Central Sales Tax Act, 1956 to our Company and valid from April 1, 2001 in respect of places of business situated at:

(i) 2nd Floor, Marathe Udyog Bhavan, Appasaheb Marathe Marg, Prabhadevi, Mumbai-25;

(ii) A-50/2, TTC MIDC Industrial Area, Mahape, Navi Mumbai;

(iii) Plot No. A/180-4, M.I.D.C., TTC Industrial Area, Khaime Village, Vashi; and

(iv) Plot No. A-199, M.I.D.C., TTC Industrial Area, Vashi.

15. Certificate of Importer Exporter Code (IEC) dated March 31, 2004 issued by Director General of Foreign Trade, Mumbai with IEC No. 0393059758 as issued on December 29, 1993.

16. Central Excise Registration Certificate bearing Registration No. AAACR0379JXM001 dated January 19, 2004 issued by the Deputy Commissioner of Central Excise, Belapur- III Division, Belapur Commissionerate under Rule 9 of the Central Excise Rules, 2002 for manufacturing of excisable goods at our Company's premises situated at Plot No. A-50/2, TTC, MIDC Industrial Area, Mahape, Vashi, Navi Mumbai, Kopar Khairne, Thane, Maharashtra - 400 709.

17. Certificate of Registration bearing no. ST/BAS/BEL/341/2003 dated August 14, 2003 issued by the Office of The Commissioner of Central Excise and Service Tax, Belapur Commissionerate under Section 69 of the Finance Act, 1994 for the following taxable categories:

- Business Auxiliary services
- Goods Transport Agency services
- Packaging services
- Mailing List Compilation and Mailing services
- Maintenance and repairs services

18. Form of Declaration for Printing Press under Rule 3 of the Press and Registration of Books Act, 1867 authenticated by the District Magistrate, Thane on October 10, 1995 declaring Mr. Anil Kumar Kolhe as the keeper of the printing press under the name and style of "Repro India Limited" situated at A-50/2, T.T.C., MIDC, Mahape, Near Kamani Towers, New Bombay.

19. Certificate of Registration dated 12th April, 2005 granted pursuant to Section 7(2) of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made thereunder to our Company for its premises at Plot No. 50/2, TTC Industrial Area, Mahape, Navi Mumbai – 400 710 as per following particulars:

Sr.No.	Name and address of Contractor	Nature of work	Maximum number of contract labour to be employed in a day	Date of termination of employment of contract labour
1.	Rahul Enterprises Plot No. 18, Sector 11, Koparkhairne, Navi Mumbai	Binding	18	December 31, 2005
2.	Kishor Enterprises Dilip Patil Chowk, Nerul Sector 9, Navi Mumbai	Binding	18	December 31, 2005
3.	A.G. Services Plot No. 11, First Floor Sector 14, Nerul, Navi Mumbai	Housekeeping	18	December 31, 2005
4.	Vaishnavi Caterers Nagesh A. Shetty, Parijatha Apartments, Sector 6, Plot No. 9, Room No. 301/B Wing Airoli, Navi Mumbai	Canteen	18	December 31, 2005

C. Land

20. Building Completion Certificate issued by the Maharashtra Industrial Development Corporation ("MIDC") certifying that our Company has completed the factory building work on Plot No. 50/2 in T.T.C. Industrial Area in accordance with the plans approved by MIDC *vide* letter no. SPA/T.T.C./50/2/1621 dated March 2, 1998.

21. Certificate dated February 26, 2004 issued under the Bombay Shops and Establishments Act, 1948 to Repro India Limited having Registration No. GS-II/010914 for its office situated at Marathe Udyog Bhavan, 2nd Floor, A.M. Marg, Prabhadevi, Mumbai (which is currently being used by our Company). This Certificate has been renewed on December 24, 2004 for the year 2005.

22. Lease Deed dated 14th August, 1995 between our Company and Maharashtra Industrial Development Corporation ("MIDC") for our Company's property situated at 50/2, T.T.C., M.I.D.C. Industrial Area, Mahape, Navi Mumbai, Maharashtra.

D. Trademarks and Copyrights

23. Certificate of Registration of Trademark bearing no. 366371 under the Trademarks Act, 1999 of the trademark "Leaders & Legends" under Class 16 bearing trademark no. 1135579 with effect from September 23, 2002 issued by Registrar of Trade Marks, Trade Marks Registry, Mumbai on May 7, 2005.

24. Certificate of Registration of Trademark bearing no. 283994 under the Trademarks Act, 1999 of the trademark "Natural Effects" under Class 16 bearing trademark no. 821776 with effect from October 5, 1998 issued by Registrar of Trade Marks, Trade Marks Registry, Mumbai on December 29, 2005.

25. Certificate of Registration of Trademark bearing no. 283995 under the Trademarks Act, 1999 of the trademark "Almanacs – Repro's Calendar Journal Division" under Class 16 bearing trademark no. 821775 with effect from October 5, 1998 issued by Registrar of Trade Marks, Trade Marks Registry, Mumbai on December 29, 2005.

26. Certificate of Registration of Trademark bearing no. 283996 under the Trademarks Act, 1999 of the trademark "Masthead – Repro's House Journal Division" under Class 16 bearing trademark no. 821774 with effect from October 5, 1998 issued by Registrar of Trade Marks, Trade Marks Registry, Mumbai on December 29, 2003.

27. Certificate of Registration of Trademark bearing no. 397512 under the Trademarks Act, 1999 of the trademark "Ontime – Repro's Contract Publishing Services" under Class 16 bearing trademark no. 821777 with effect from October 5, 1998 issued by Registrar of Trade Marks, Trade Marks Registry, Mumbai on July 9, 2005.

28. Our Company has registered copyrights in respect of the following original artistic works:

Sr.No.	Registration Number and Date	Description
1.	A-55358/98 October 12, 1998	The "Repro" logo (old)
2.	A-61959/2002 August 23, 2002	The "Repro – Innovative Fulfillment Solutions" logo (new)
3.	A-69184/2005 April 4, 2005	The logo "Leaders & Legends – Valuing Relationships"
4.	L-21149/2003 February 24, 2003	The logo "Subscription Management System" in the form of user manual
5.	L-21153/2003 February 25, 2003	The logo "Hello Student" in the form of Journal/ Periodical

E. ISO Certificate

29. Certificate of Registration bearing no. 04102178, dated December 22, 2004 issued by KPMG Quality Registrar to our Company for its quality system as assessed in accordance to the Standard ISO 9001:2000 for the scope "Fulfillment services including content creation, pre-press, media replication (print & digital), post-press, supply base management, order processing, reporting, warehousing, inventory & obsolescence control and logistics in the area of IT fulfillment, publishing fulfillment and corporate fulfillment" and valid till December 17, 2007.

F. Miscellaneous

30. Our Company's Unique Identification Number (UIN) obtained under the SEBI (Central Database of Market Participants) Regulations, 2003 is 100006023.

Government Approvals applied for but not received:

Sr.No.	Approval applied for	Status
1.	Trademark for "Repro Instant Annual Reports" in Class 16	Application pending registration before the Registrar of Trade Marks, Trade Marks Registry, Mumbai
2.	Copyright for logo "Repro – Value Added Print Solutions"	Application pending registration before the Registrar of Copyrights, New Delhi
3.	Trademark for "Repro – Value Added Print Solutions" in Class 16	Application pending registration before the Registrar of Trade Marks, Trade Marks Registry, Mumbai
4.	Copyright for logo "Repro – Value Added Print Solutions"	Application pending registration before the Registrar of Copyrights, New Delhi
5.	Trademark for "Repro – Value Added Print Solutions" in Class 16	Application pending registration before the Registrar of Trade Marks, Trade Marks Registry, Mumbai

Note: The applications contained in Clauses 2, 3 and 4, 5 of the aforesaid table are for trademarks/copyrights in respect of logos/marks having the same words, but different designs / background.

Government Approvals not yet applied for:

The objects of the Issue, *inter alia*, include setting up new printing facility at SEZ and meeting working capital requirement for expansion. We would require certain licenses, approvals and permissions for undertaking these activities, and the details thereof are mentioned hereunder:

I. Navi Mumbai Special Economic Zone facility: Except for signing a Memorandum of Understanding dated August 30, 2005 with SKIL Infrastructure Limited for six acres of land in the Navi Mumbai Special Economic Zone, our Company are yet to apply for any other license, approval or permission in relation to the new printing facility at SEZ. An indicative list of the major licenses, approvals and permissions we may need in relation to our proposed SEZ unit are:

a. Memorandum of Understanding for the land as signed by us is required to be followed by a definitive agreement/ lease deed;

b. Application to the Development Commissioner and approval of the Approval Committee to set up a unit in an SEZ;

c. If we import our plant and machinery under EPCG, Advance License or any other export promotion scheme, then we would require license(s) under such scheme(s) which would be adequate to cover the cost of imports;

d. Approvals from the Maharashtra Pollution Control Board under the legislations concerning prevention of water pollution and air pollution; discharge of hazardous waste;

e. License to operate a factory along with approvals for the machine plan layout and the building under the Factories Act;

f. Sanction for electrical power from the Maharashtra State Electricity Board;

g. The Electrical Inspectors' approval for diesel generator sets (for standby power) under the Electricity Act;

h. Water connection approvals;

i. Registration under the Contract Labour (Regulation & Abolition) Act for engaging contract labour, if any, employed by our Company.

j. License for bulk storage of petroleum products (diesel/LPG) from the Department of Explosives;

k. Registration of new premises as an additional place of business in the central excise and sales tax registration certificates of our Company.

l. Other approvals and permissions relating to Provident Fund, Employees State Insurance etc.

II. ***Expansion of existing facility:*** In relation to proposed expansion, our Company would require an approval from MIDC in relation to changes to the factory drawings for extension of building and on completion of construction, a Building Completion Certificate. Our Company would also require the approval under the Factories Act for change in machine layout. Other than the aforesaid, we do not currently foresee any other major approvals, licenses or permissions that may be required for implementing our proposed expansion. We have not obtained any of these approvals as on the date of filing this Red Herring Prospectus with SEBI.

Our Company has received all the necessary approvals and licenses for conducting its present business and the proposed business except those mentioned above.

Our Company has received all the necessary consents, licenses, permissions and approvals from the Government/RBI and various government agencies required for carrying on the present as well as the proposed business of our Company. It must, however, be distinctly understood that in granting the above consents/licenses/permissions/approvals, the Government does not take any responsibility for the financial soundness of our Company or for the correctness of any of the statements or any commitments made or opinions expressed.

SECTION VII: OTHER REGULATORY AND STATUTORY DISCLOSURES

AUTHORITY FOR THE ISSUE

The Issue has been authorised by a special resolution adopted pursuant to Section 81(1A) of the Companies Act, at the extraordinary general meeting of the shareholders of our Company held on September 6, 2005. The Board of Directors has pursuant to a resolution dated September 15, 2005 authorised a committee of its Directors referred to as the IPO Committee to take decisions on behalf of the Board in relation to the Issue. The IPO Committee pursuant to its resolution dated November 7, 2005 has approved this Red Herring Prospectus.

PROHIBITION BY SEBI

Our Company, our Directors, our Promoters, the persons in control of our Promoter firms and companies with which our Company's Directors are associated as directors or promoters have not been prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI.

ELIGIBILITY FOR THE ISSUE

Our Company is eligible for the Issue in accordance with Clause 2.2.1 of the SEBI DIP Guidelines as explained under, with the eligibility criteria calculated in accordance with unconsolidated financial statements under Indian GAAP:

- Our Company has net tangible assets of at least Rs. 30 million in each of the preceding three full years of which not more than 50% is held in monetary assets and is compliant with Clause 2.2.1(a) of the SEBI DIP Guidelines;
- Our Company has a track record of distributable profits in accordance with Section 205 of Companies Act, for at least three of the immediately preceding five years and is compliant with Clause 2.2.1(b) of the SEBI DIP Guidelines;
- Our Company has a net worth of at least Rs. 10 million in each of the three preceding full years and is compliant with Clause 2.2.1(c) of the SEBI DIP Guidelines;
- The aggregate of the proposed Issue size and all previous issues made in the same financial year in terms of size (i.e. offer through the offer document + firm allotment + promoter's contribution through the offer document) is not expected to exceed five times the pre-Issue net worth of our Company as per the audited balance sheet of the last financial year and is compliant with Clause 2.2.1(e) of the SEBI DIP Guidelines.
- There has been no change in the name of our Company in the last one year.

Our net tangible assets, monetary assets, net profits (as restated) and networth (as restated) as derived from the unconsolidated financial statements (Restated), as per Indian GAAP and included in this Red Herring Prospectus under the section titled "Financial Statements", as at, and for the last five years ended March 31, 2005 is set forth below:

(Rs. in million)

	Year ended March 31, 2001	**Year ended March 31, 2002**	**Year ended March 31, 2003**	**Year ended March 31, 2004**	**Year ended March 31, 2005**
Net tangible assets	494.61	578.05	563.68	496.47	535.54
Monetary assets	22.79	8.75	8.09	72.28	27.25
Monetary Assets as a % of Net Tangible Assets	4.61%	1.51%	1.44%	14.56%	5.09%
Distributable profit/(losses), as restated	145.17	184.62	175.55	202.22	234.33
Networth, as restated	218.48	255.51	252.71	279.51	315.28

(1) Net tangible assets is defined as the sum of fixed assets (including capital work in progress and capital advances and excluding intangible assets and revaluation reserves), investments, current assets (excluding deferred tax assets) less current liabilities (including working capital loans), and short term liabilities.

(2) Monetary assets include cash on hand and bank balances and investments in mutual funds.

For a complete explanation of the above figures, please refer to the section entitled "Financial Statements" beginning on page 90 of this Red Herring Prospectus.

DISCLAIMER CLAUSE

AS REQUIRED, A COPY OF THE DRAFT RED HERRING PROSPECTUS HAS BEEN SUBMITTED TO SEBI. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THE DRAFT RED HERRING PROSPECTUS TO SEBI SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE DRAFT RED HERRING PROSPECTUS. THE BOOK RUNNING LEAD MANAGER, ENAM FINANCIAL CONSULTANTS PRIVATE LIMITED HAVE CERTIFIED THAT THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH SEBI (DISCLOSURE AND INVESTOR PROTECTION) GUIDELINES AS FOR THE TIME BEING IN FORCE. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING AN INVESTMENT IN THE PROPOSED ISSUE. IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE COMPANY IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE DRAFT RED HERRING PROSPECTUS, THE BOOK RUNNING LEAD MANAGER ARE EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE ISSUER COMPANY DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE THE BOOK RUNNING LEAD MANAGER, ENAM FINANCIAL CONSULTANTS PRIVATE LIMITED HAVE FURNISHED TO SEBI, A DUE DILIGENCE CERTIFICATE DATED SEPTEMBER 16, 2005 IN ACCORDANCE WITH THE SEBI (MERCHANT BANKERS) REGULATIONS, 1992, WHICH READS AS FOLLOWS:

"WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIALS IN CONNECTION WITH THE FINALISATION OF THE DRAFT RED HERRING PROSPECTUS PERTAINING TO THE SAID ISSUE.

ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE COMPANY, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES, INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE ISSUE, PROJECTED PROFITABILITY, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS MENTIONED IN THE ANNEXURE AND OTHER PAPERS FURNISHED BY THE COMPANY.

WE CONFIRM THAT:

(A) THE DRAFT RED HERRING PROSPECTUS FORWARDED TO SEBI IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE ISSUE;

(B) ALL THE LEGAL REQUIREMENTS CONNECTED WITH THE SAID ISSUE AS ALSO THE GUIDELINES, INSTRUCTIONS, ETC. ISSUED BY SEBI, THE GOVERNMENT AND ANY OTHER COMPETENT AUTHORITY IN THIS BEHALF HAVE BEEN DULY COMPLIED WITH; AND

(C) THE DISCLOSURES MADE IN THE DRAFT RED HERRING PROSPECTUS ARE TRUE, FAIR AND ADEQUATE TO ENABLE THE INVESTORS TO MAKE A WELL-INFORMED DECISION AS TO THE INVESTMENT IN THE PROPOSED ISSUE;

(D) WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THE DRAFT RED HERRING PROSPECTUS ARE REGISTERED WITH SEBI AND THAT TILL DATE SUCH REGISTRATIONS ARE VALID; AND

(E) WHEN UNDERWRITTEN WE SHALL SATISFY OURSELVES ABOUT THE WORTH OF THE UNDERWRITERS TO FULFIL THEIR UNDERWRITING COMMITMENTS."

ALL LEGAL REQUIREMENTS PERTAINING TO THE ISSUE WILL BE COMPLIED WITH AT THE TIME OF FILING OF THE RED HERRING PROSPECTUS WITH THE REGISTRAR OF COMPANIES, MUMBAI, MAHARASHTRA, IN TERMS OF SECTION 56, SECTION 60 AND SECTION 60B OF THE COMPANIES ACT.

THE FILING OF THE DRAFT RED HERRING PROSPECTUS DOES NOT, HOWEVER, ABSOLVE THE COMPANY FROM ANY LIABILITIES UNDER SECTION 63 OR SECTION 68 OF THE COMPANIES ACT OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY AND/OR OTHER CLEARANCES AS MAY BE REQUIRED FOR THE PURPOSE OF THE PROPOSED ISSUE.

SEBI FURTHER RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE BOOK RUNNING LEAD MANAGER, ANY IRREGULARITIES OR LAPSES IN THE DRAFT RED HERRING PROSPECTUS.

CAUTION

Our Company, our Directors and the BRLM accept no responsibility for statements made otherwise than in this Red Herring Prospectus or in the advertisements or any other material issued by or at our instance and anyone placing reliance on any other source of information, including our web site, www.reproindialtd.com, would be doing so at his or her own risk.

The BRLM accept no responsibility, save to the limited extent as provided in the Memorandum of Understanding entered into between the BRLM and us and the Underwriting Agreement to be entered into between the Underwriters and us.

All information shall be made available by us, the BRLM to the public and investors at large and no selective or additional information would be available for a section of the investors in any manner whatsoever including at road show presentations, in research or sales reports, at bidding centers or elsewhere.

DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is being made in India to persons resident in India including Indian nationals resident in India who are not minors, Hindu Undivided Families (HUFs), companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in shares, Indian mutual funds registered with SEBI, Indian financial institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission), trusts registered under the Societies Registration Act, 1860, as amended from time to time, or any other trust law and who are authorised under their constitution to hold and invest in shares, permitted insurance companies and pension funds and to non-residents including NRIs and FIIs. This Red Herring Prospectus does not, however, constitute an offer to sell or an invitation to subscribe to Equity Shares offered hereby in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction. Any person into whose possession this Red Herring Prospectus comes is required to inform himself or herself about, and to observe, any such restrictions. Any dispute arising out of this Issue will be subject to the jurisdiction of appropriate court(s) in Mumbai, India only.

No action has been or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose, except that this Red Herring Prospectus has been submitted to the SEBI. Accordingly, the Equity Shares represented thereby may not be offered or sold, directly or indirectly, and this Red Herring Prospectus may not be distributed, in any jurisdiction, except in accordance with the legal requirements applicable in such jurisdiction. Neither the delivery of this Red Herring Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of our Company since the date hereof or that the information contained herein is correct as of any time subsequent to this date.

Accordingly the Equity Shares are only being offered or sold in the United States to "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act of 1933 (the "Securities Act"), in reliance on Rule 144A under the Securities Act and outside the United States to certain Persons in offshore transactions in reliance of Regulation S under the Securities Act and the applicable laws of the jurisdictions where those offers and sales occur.

DISCLAIMER CLAUSE OF BSE

Bombay Stock Exchange Limited ("the Exchange") has given vide its letter dated October 11, 2005, permission to this Company to use the Exchange's name in this offer document as one of the stock exchanges on which this Company's securities are proposed to be listed. The Exchange has scrutinised this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company.

The Exchange does not in any manner:

i. warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or

ii. warrant that this Company's securities will be listed or will continue to be listed on the Exchange; or

iii. take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that this offer document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.

DISCLAIMER CLAUSE OF THE NSE

As required, a copy of this offer document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). NSE has given vide its letter ref.:NSE/LIST/17791-U dated October 20, 2005, permission to the Issuer to use the Exchanges's name in this Prospectus as one of the stock exchanges on which this Issuer's securities are proposed to be listed. The Exchange has scrutinised this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Issuer. It is to be distinctly understood that the aforesaid permission given by NSE should not in any way be deemed or construed that this offer document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquires any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

FILING

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 60B of the Companies Act, would be delivered for registration to the RoC and a copy of the Prospectus to be filed under Section 60 of the Companies Act would be delivered for registration with Registrar of Companies, 'Everest' Building, 100 Marine Drive, Mumbai 400 002. A copy of this Red Herring Prospectus has been filed with the Corporation Finance Department of SEBI at Mittal Court, "B" Wing, First Floor, 224, Nariman Point, Mumbai 400 021.

LISTING

Applications have been made to the BSE and NSE for permission to deal in and for an official quotation of our Equity Shares. BSE will be the Designated Stock Exchange.

If the permissions to deal in and for an official quotation of our Equity Shares are not granted by any of the Stock Exchanges mentioned above, our Company will forthwith repay, without interest, all moneys received from the applicants in pursuance of this Red Herring Prospectus. If such money is not repaid within 8 days after our Company become liable to repay it, i.e. from the date of refusal or within 70 days from the Bid/Issue Closing Date, whichever is earlier, then our Company, and every Director of our Company who is an officer in default shall, on and from such expiry of 8 days, be liable to repay the money, with interest at the rate of 15% per annum on application money, as prescribed under Section 73 of the Companies Act.

Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges mentioned above are taken within 7 working days of finalization of the Basis of Allotment for the Issue.

CONSENTS

Consents in writing of: (a) the Directors, our Company Secretary and Compliance Officer, the Statutory Auditors, Bankers to our Company and Bankers to the Issue; and (b) Book Running Lead Manager to the Issue and Syndicate Members, Escrow Collection Bankers, Registrar to the Issue and Legal Advisors to our Company and Issue, to act in their respective capacities, have been obtained and filed along with a copy of the Prospectus with the Registrar of Companies, Maharashtra located at Mumbai, as required under Sections 60 and 60B of the Companies Act and such consents have not been withdrawn up to the time of delivery of this Red Herring Prospectus for registration with the RoC.

M/s RSM & Co., Chartered Accountants, and our statutory auditors have given their written consent to the inclusion of their report in the form and context in which it appears in this Red Herring Prospectus and such consent and report has not been withdrawn up to the time of delivery of this Red Herring Prospectus for registration with the RoC.

M/s RSM & Co., Chartered Accountants, have given their written consent to the tax benefits accruing to our Company and its members in the form and context in which it appears in this Red Herring Prospectus and has not withdrawn such consent up to the time of delivery of this Red Herring Prospectus for registration with the RoC.

EXPERT OPINION

We have not obtained any expert opinions.

EXPENSES OF THE ISSUE

The Issue expenses will be finalised after determination of Issue Price.

Category	**Estimated expenses (Rs. in million)**
Fees for the BRLM	[●]
Fees for the Registrar to the Issue	[●]
Fees for the Legal Counsel	[●]
Fees for the Auditor	[●]
Marketing Costs	[●]
Others (stamp duty, initial listing fees and annual listing fees, SEBI filing fees, other statutory fees, depository fees, charges for using the book building software of the exchanges and other related expenses)	[●]
Total	[●]

The total expenses of the Issue are estimated to be approximately Rs. [●] million. The expenses of this Issue include, among others, underwriting and management fees, selling commission, printing and distribution expenses, legal fees, statutory advertisement expenses and listing fees. All expenses with respect to the Issue would be borne by our Company.

FEES PAYABLE TO THE BRLM

The total fees payable to the Book Running Lead Manager will be as per the letter of appointment dated September 15, 2005 with Enam Financial Consultants Private Limited, a copy of which is available for inspection at our registered office.

FEES PAYABLE TO THE REGISTRAR TO THE ISSUE

The fees payable to the Registrar to the Issue will be as per the letter of appointment dated September 14, 2005 issued by our Company, a copy of which is available for inspection at our corporate office.

Adequate funds will be provided to the Registrar to the Issue to enable them to send refund orders or allotment advice by registered post.

UNDERWRITING COMMISSION, BROKERAGE AND SELLING COMMISSION

The underwriting commission and brokerage for the Issue is set out in the Underwriting Agreement and the Syndicate Agreement.

PREVIOUS RIGHTS AND PUBLIC ISSUES

Our Company has not made any previous rights and public issues except as stated in the section titled “Capital Structure” on page 14 of this Red Herring Prospectus.

PREVIOUS ISSUES OF SHARES OTHERWISE THAN FOR CASH

Our Company has not made any previous issues of shares otherwise than for cash, except as stated in the section titled "Capital Structure" beginning on page 14 of this Red Herring Prospectus.

COMMISSION AND BROKERAGE ON PREVIOUS ISSUES

No sum has been paid or is payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of our Equity Shares since our inception.

COMPANIES UNDER THE SAME MANAGEMENT

We have no company under the same management.

Promise vis-à-vis performance

Issuer

Our Company has not made any public issues.

Listed ventures of Promoters

Our promoters do not have any listed venture.

Outstanding Debentures or Bonds

Our Company has no outstanding debentures or bonds.

Stock Market Data for our Equity Shares

This being an initial public issue of our Company, the Equity Shares of our Company are not listed on any stock exchange.

Mechanism for Redressal of Investor Grievances

The agreement between the Registrar to the Issue and us will provide for retention of records with the Registrar to the Issue for a period of at least one year from the last date of despatch of the letters of allotment, demat credit and refund orders to enable the investors to approach the Registrar to the Issue for redressal of their grievances.

All grievances relating to the Issue may be addressed to the Registrar to the Issue, giving full details such as name, address of the applicant, number of Equity Shares applied for, amount paid on application and the bank branch or collection centre where the application was submitted.

We estimate that the average time required by us or the Registrar to the Issue for the redressal of routine investor grievances will be seven business days from the date of receipt of the complaint. In case of non-routine complaints and complaints where external agencies are involved, we will seek to redress these complaints as expeditiously as possible.

Change in Statutory Auditors

There is no change in our Statutory Auditor in last three years.

M/s RSM & Co., Chartered Accountants, was first appointed as the Statutory Auditor of our Company vide AGM resolution dated September 30, 1998. For the current term, they have been reappointed as the Statutory Auditor vide AGM resolutions dated September 6, 2005. Their remuneration, rights and duties are regulated by Sections 224 to 233 of the Companies Act.

Capitalization of Reserves or Profits

Our Company has not capitalised its reserves or profits since inception five years, except as stated in the section titled "Capital Structure" on page 14 of this Red Herring Prospectus.

Revaluation of Assets

We have not revalued our assets since incorporation.

SECTION VIII: ISSUE INFORMATION

TERMS OF THE ISSUE

The Equity Shares being issued are subject to the provisions of the Companies Act, our Memorandum and Articles, the terms of this Red Herring Prospectus, Bid cum Application Form, the Revision Form, the CAN and other terms and conditions as may be incorporated in the allotment advices and other documents/ certificates that may be executed in respect of the Issue. The Equity Shares shall also be subject to laws, guidelines, notifications and regulations relating to the issue of capital and listing of securities issued from time to time by SEBI, Government of India, Stock Exchanges, Registrar of Companies and/or other authorities, as in force on the date of the Issue and to the extent applicable.

AUTHORITY FOR THE ISSUE

The Board of Directors has pursuant to a resolution dated September 15, 2005 authorised the Issue. The Issue has been authorised by a special resolution adopted pursuant to Section 81(1A) of the Companies Act, at the extraordinary general meeting of the shareholders of our Company held on September 6, 2005.

RANKING OF EQUITY SHARES

The Equity Shares being issued shall be subject to the provisions of our Memorandum and Articles of Association and shall rank pari-passu with the existing Equity Shares of our company including rights in respect of dividend. The person in receipt of allotment of Equity Shares under this Issue will be entitled to dividends and other corporate benefits, if any, declared by our Company after the date of allotment.

FACE VALUE AND ISSUE PRICE

Fresh Equity Shares with a face value of Rs. 10 each are being offered as part of the Issue at a total price of Rs. [●] per share. At any given point of time there shall be only one denomination for the Equity Shares.

RIGHTS OF THE EQUITY SHAREHOLDER

Subject to applicable laws, the equity shareholders shall have the following rights:

- Right to receive dividend, if declared;
- Right to attend general meetings and exercise voting powers, unless prohibited by law;
- Right to vote on a poll either in person or by proxy;
- Right to receive offers for rights shares and be allotted bonus shares, if announced;
- Right to receive surplus on liquidation;
- Right of free transferability; and
- Such other rights, as may be available to a shareholder of a listed public company under the Companies Act and our Company's Memorandum and Articles.

For a detailed description of the main provisions of our Articles relating to voting rights, dividend, forfeiture and lien and/or consolidation/splitting, please refer to the section titled "Description of Equity Shares and Main Provisions of our Articles of Association" beginning on page 186 of this Red Herring Prospectus.

MARKET LOT

In terms of Section 68B of the Companies Act, the Equity Shares shall be allotted only in dematerialised form. As per existing SEBI DIP Guidelines, the trading of our Equity Shares shall only be in dematerialised form.

Since trading of our Equity Shares is in dematerialised form, the tradable lot is one Equity Share. Allotment in this Issue will be only in electronic form in multiples of one Equity Share subject to a minimum allotment of 40 Equity Shares.

JURISDICTION

Exclusive jurisdiction for the purpose of this Issue is with the competent courts/authorities in Mumbai, India.

NOMINATION FACILITY TO INVESTOR

In accordance with Section 109A of the Companies Act, the sole or first Bidder, along with other joint Bidders, may nominate any one person in whom, in the event of the death of sole Bidder or in case of joint Bidders, death of all the Bidders, as the case may be, the Equity Shares allotted, if any, shall vest. A person, being a nominee, entitled to the Equity Shares by reason of the death of the original holder(s), shall in accordance with Section 109A of the Companies Act, be entitled to the same advantages to which he or she would be entitled if he or she were the registered holder of the Equity Share(s). Where the nominee is a minor, the holder(s) may make a nomination to appoint, in the prescribed manner, any person to become entitled to Equity Share(s) in the event of his or her death during the minority. A nomination shall stand rescinded upon a sale of equity share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. Fresh nomination can be made only on the prescribed form available on request at the Registered Office of our Company or to the Registrar and Transfer Agents of our Company.

In accordance with Section 109B of the Companies Act, any Person who becomes a nominee by virtue of Section 109A of the Companies Act, shall upon the production of such evidence as may be required by the Board, elect either:

- to register himself or herself as the holder of the Equity Shares; or
- to make such transfer of the Equity Shares, as the deceased holder could have made.

Further, the Board may at any time give notice requiring any nominee to choose either to be registered himself or herself or to transfer the Equity Shares, and if the notice is not complied with within a period of ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Equity Shares, until the requirements of the notice have been complied with.

Since the allotment of Equity Shares in the Issue will be made only in dematerialised form, there is no need to make a separate nomination with us. Nominations registered with respective depository participant of the applicant would prevail. If the investors require to change their nomination, they are requested to inform their respective depository participant.

The Equity Shares have not been and will not be registered under the U.S. Securities Act 1933, as amended (the "Securities Act") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulation S of the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares will be offered and sold only (i) in the United States to "qualified institutional buyers", as defined in Rule 144A of the Securities Act, and (ii) outside the United States in compliance with Regulation S and the applicable laws of the jurisdiction where those offers and sales occur.

MINIMUM SUBSCRIPTION

If our Company does not receive the minimum subscription of 90% of the Issue, including devolvement of underwriters within 60 days from the Bid/Issue Closing Date, our Company shall forthwith refund the entire subscription amount received. If there is a delay beyond 8 days after our Company becomes liable to pay the amount, our Company shall pay interest prescribed under Section 73 of the Companies Act.

ARRANGEMENTS FOR DISPOSAL OF ODD LOTS

Since the market lot for our Equity Shares will be one, no arrangements for disposal of odd lots are required.

ISSUE PROCEDURE

BOOK BUILDING PROCEDURE

The Issue is being made through the 100% Book Building Process wherein up to 50% of the Issue shall be available for allocation to QIBs Bidders on a proportionate basis out of which 5% shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the Qualified Institutional Buyers Portion shall be available for allocation on a proportionate basis to all Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue price. Further, not less than 15% of the Issue shall be available for allocation to the Non-Institutional Bidders and not less than 35% of the Issue shall be available for allocation to Retail Individual Bidders on a proportionate basis subject to valid Bids being received at or above the Issue Price.

Bidders are required to submit their Bids through the Syndicate. Our Company in consultation with the BRLM, reserves the right to reject any Bid procured from QIB Bidders, by any or all members of the Syndicate. Rejection of Bids made by QIBs, if any, will be made at the time of submission of Bids provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, our Company would have a right to reject the Bids only on technical grounds.

Investors should note that allotment of Equity Shares to all successful Bidders will only be in the dematerialised form. Bidders will not have the option of getting allotment of the Equity Shares in physical form. The Equity Shares on allotment shall be traded only in the dematerialised segment of the Stock Exchanges.

Illustration of Book Building and Price Discovery Process *(Investors may note that this illustration is solely for the purpose of easy understanding and is not specific to the Issue)*

Bidders can bid at any price within the price band. For instance, assume a price band of Rs. 20 to Rs. 24 per share, issue size of 3000 equity shares and receipt of five bids from bidders out of which one bidder has bid for 500 shares at Rs.24 per share while another has bid for 1,500 shares at Rs.22 per share. A graphical representation of the consolidated demand and price would be made available at the bidding centres during the bidding period. The illustrative book as shown below shows the demand for the shares of our Company at various prices and is collated from bids from various investors.

Bid Quantity	Bid Price (Rs.)	Cumulative Quantity	Subscription
500	24	500	27.77%
1000	23	1500	83.33%
1500	22	3000	166.67%
2000	21	5000	277.78%
2500	20	7500	416.67%

The price discovery is a function of demand at various prices. The highest price at which the issuer is able to issue the desired quantum of shares is the price at which the book cuts off i.e. Rs. 22 in the above example. The issuer, in consultation with the BRLM, will finalise the issue price at or below such cut off price i.e. at or below Rs. 22. All bids at or above this issue price and cut-off bids are valid bids and are considered for allocation in respective category.

BID CUM APPLICATION FORM

Bidders shall only use the specified Bid cum Application Form bearing the stamp of a member of the Syndicate for the purpose of making a Bid in terms of this Red Herring Prospectus. The Bidder shall have the option to make a maximum of three Bids in the Bid cum Application Form and such options shall not be considered as multiple Bids. Upon the allocation of Equity Shares, despatch of the CAN, and filing of the Prospectus with the RoC, the Bid cum Application Form shall be considered as the Application Form. Upon completing and submitting the Bid cum Application Form to a member of the Syndicate, the Bidder is deemed to have authorised our Company to make the necessary changes in this Red Herring Prospectus and the Bid cum Application Form as would be required for filing the Prospectus with the RoC and as would be required by RoC after such filing, without prior or subsequent notice of such changes to the Bidder.

The prescribed colour of the Bid cum Application Form for various categories, is as follows:

Category	Colour of Bid cum Application Form
Indian public, NRIs applying on a non-repatriation basis	White
NRIs, or FIIs or Foreign Venture Capital Funds registered with SEBI, Multilateral and Bilateral Development Financial Institutions applying on a repatriation basis	Blue

WHO CAN BID?

- Indian nationals resident in India who are majors, in single or joint names (not more than three);
- Hindu Undivided Families or HUFs, in the individual name of the *Karta*. The Bidder should specify that the Bid is being made in the name of the HUF in the Bid cum Application Form as follows: "Name of Sole or First bidder: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the *Karta*". Bids by HUFs would be considered at par with those from individuals;
- Companies, corporate bodies and societies registered under the applicable laws in India and authorised to invest in the Equity Shares;
- Mutual Funds;
- Indian Financial Institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI permission, as applicable);
- Venture Capital Funds registered with SEBI;
- Foreign Venture Capital Investors registered with SEBI;
- State Industrial Development Corporations;
- Trusts/societies registered under the Societies Registration Act, 1860, as amended, or under any other law relating to Trusts and who are authorised under their constitution to hold and invest in equity shares;
- NRIs and FIIs on a repatriation basis or a non-repatriation basis subject to applicable laws;
- Scientific and/or Industrial Research Organisations authorised to invest in equity shares;
- Insurance Companies registered with Insurance Regulatory and Development Authority;
- Provident Funds with minimum corpus of Rs. 250 million and who are authorised under their constitution to hold and invest in equity shares;
- Pension Funds with minimum corpus of Rs. 250 million and who are authorised under their constitution to hold and invest in equity shares;
- Multilateral and Bilateral Development Financial Institutions; and
- Pursuant to the existing regulations, OCBs are not eligible to participate in the Issue.

Note: The BRLM and Syndicate Members shall not be entitled to subscribe to this Issue in any manner except towards fulfilling their underwriting obligation.

Bidders are advised to ensure that any single Bid from them does not exceed the investment limits or maximum number of Equity Shares that can be held by them under applicable law.

APPLICATION BY MUTUAL FUNDS

As per the current regulations, the following restrictions are applicable for investments by mutual funds:

No mutual fund scheme shall invest more than 10% of its net asset value in the Equity Shares or equity related instruments of any company provided that the limit of 10% shall not be applicable for investments in index funds or sector or industry specific funds. No mutual fund under all its schemes should own more than 10% of any company's paid-up share capital carrying voting rights. These limits would have to be adhered to by the mutual funds for investment in the Equity Shares.

In case of a mutual fund, a separate Bid can be made in respect of each scheme of the mutual fund registered with SEBI and such Bids in respect of more than one scheme of the mutual fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

APPLICATION BY NRIs

Bid cum Application Forms have been made available for NRIs at the registered office of the Bank.

NRI applicants may please note that only such applications as are accompanied by payment in free foreign exchange shall be considered for allotment under the NRI category. The NRIs who intend to make payment through Non-Resident Ordinary (NRO) accounts shall use the form meant for Resident Indians (white in colour). All instruments accompanying Bids shall be payable in Mumbai only.

APPLICATION BY FIIs

As per the current regulations, the following restrictions are applicable for investments by FIIs:

The issue of Equity Shares to a single FII should not exceed 10% of our post-Issue issued capital (i.e. 10% of 1,074,911 Equity Shares of Rs. 10 each) Equity Shares. In respect of an FII investing in our Equity Shares on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of our total issued capital or 5% of our total issued capital in case such sub-account is a foreign corporate or an individual.

BIDS BY NRIs OR FIIs ON A REPATRIATION BASIS

Bids and revision to Bids must be made:

- On the Bid cum Application Form or Revision Form, as applicable, (Blue in colour), and completed in full in BLOCK LETTERS in ENGLISH in accordance with the instructions contained therein.
- In a single or joint names (not more than three).
- Bids by NRIs for a Bid Amount of up to less than Rs. 100,000 would be considered under the Retail Individual Bidders Portion for the purposes of allocation and Bids for a Bid Amount of more than or equal to Rs. 100,000 would be considered under Non Institutional Bidder Portion for the purposes of allocation; by FIIs or Foreign Venture Capital Fund, Multilateral and Bilateral Development Financial Institutions for a minimum of such number of Equity Shares and in multiples of 10 Equity Shares thereafter so that the Bid Amount exceeds Rs. 100,000; for further details, please refer to the sub-section titled "Maximum and Minimum Bid Size" on page 167 of this Red Herring Prospectus.
- In the names of individuals or in the names of FIIs or in the names of Foreign Venture Capital Fund, Multilateral and Bilateral Development Financial Institutions but not in the names of minors, firms or partnerships, foreign nationals or their nominees or OCB's.

Refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. In case of Bidders who remit money payable upon submission of the Bid cum Application Form or Revision Form through Indian Rupee drafts purchased abroad, such payments in Indian Rupees will be converted into US Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be despatched by registered post/speed post or if the Bidders so desire, will be credited to their NRE accounts, details of which should be furnished in the space provided for this purpose in the Bid cum Application Form. Our Company will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.

APPLICATION BY SEBI REGISTERED VENTURE CAPITAL FUNDS AND FOREIGN VENTURE CAPITAL INVESTORS

As per the current regulations, the following restrictions are applicable for SEBI registered Venture Capital Funds and Foreign Venture Capital Investors:

The SEBI (Venture Capital) Regulations, 1996 and the SEBI (Foreign Venture Capital Investor) Regulations, 2000 prescribe investment restrictions on venture capital funds and foreign venture capital investors registered with SEBI. Accordingly, the holding by any individual venture capital fund or foreign venture capital investor registered with SEBI should not exceed

33.33% of the corpus of the venture capital fund/ foreign venture capital investor.

The above information is given for the benefit of the Bidders. Our Company and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may happen after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that their number of Equity Shares bid for do not exceed the applicable limits under laws or regulations.

MAXIMUM AND MINIMUM BID SIZE

(a) For Retail Individual Bidders: The Bid must be for a minimum of 40 Equity Shares and in multiples of 40 Equity Shares thereafter, so as to ensure that the Bid Price payable by the Bidder does not exceed Rs. 100,000. In case of revision of Bids, the Retail Individual Bidders have to ensure that the Bid Price does not exceed Rs. 100,000. In case the Bid Price is over Rs. 100,000 due to revision of the Bid or revision of the Price Band or on exercise of Cut-off option, the Bid would be considered for allocation under the Non-Institutional Bidders portion. The Cut-off option is an option given only to the Retail Individual Bidders indicating their agreement to Bid and purchase at the final Issue Price as determined at the end of the Book Building Process.

(b) For Other Bidders (Non-Institutional Bidders and QIBs): The Bid must be for a minimum of such number of Equity Shares in multiples of (40) Equity Shares such that the Bid Price exceeds Rs. 100,000 and in multiples of (40) Equity Shares thereafter. A Bid cannot be submitted for more than the Net Issue to the Public. However, the maximum Bid by a QIB investor should not exceed the investment limits prescribed for them by applicable laws. Under the existing SEBI DIP Guidelines, a QIB Bidder cannot withdraw its Bid after the Bid/Issue Closing Date.

In case of revision in Bids, the Non-Institutional Bidders, who are individuals, have to ensure that the Bid Price is greater than Rs. 100,000 for being considered for allocation in the Non-Institutional Portion. In case the Bid Price reduces to Rs. 100,000 or less due to a revision in Bids or revision of the Price Band, Bids by Non-Institutional Bidders who are eligible for allocation in the Retail Portion would be considered for allocation under the Retail Portion. Non-Institutional Bidders and QIBs are not allowed to Bid at ‘Cut-off’.

INFORMATION FOR THE BIDDERS

(a) Our Company will file the Red Herring Prospectus with the RoC at least 3 (three) days before the Bid/Issue Opening Date.

(b) The members of the Syndicate will circulate copies of the Red Herring Prospectus along with the Bid cum Application Form to potential investors.

(c) Any investor (who is eligible to invest in our Equity Shares) who would like to obtain the Red Herring Prospectus and/ or the Bid cum Application Form can obtain the same from our registered office or from any of the members of the Syndicate.

(d) The Bids should be submitted on the prescribed Bid cum Application Form only. Bid cum Application Forms should bear the stamp of the members of the Syndicate. Bid cum Application Forms, which do not bear the stamp of the members of the Syndicate, will be rejected.

METHOD AND PROCESS OF BIDDING

(a) Our Company and the BRLM shall declare the Bid/Issue Opening Date, Bid/Issue Closing Date and Price Band at the time of filing the Red Herring Prospectus with RoC and also publish the same in two widely circulated newspapers (one each in English and Hindi) and one regional newspaper in Marathi. This advertisement, subject to the provisions of Section 66 of the Companies Act shall be in the format prescribed in Schedule XX–A of the SEBI DIP Guidelines, as amended vide SEBI Circular No. SEBI/CFD/DIL/DIP/14/2005/25/1 dated January 25, 2005. The Members of the Syndicate shall accept Bids from the Bidders during the Issue Period in accordance with the terms of the Syndicate Agreement.

(b) Investors who are interested in subscribing for our Equity Shares should approach any of the members of the Syndicate or their authorised agent(s) to register their Bid.

(c) The Bidding Period shall be for a minimum of three working days and not exceeding seven working days. In case the Price Band is revised, the revised Price Band and the Bidding Period will be published in two national newspapers (one each in English and Hindi) and one regional newspaper in Marathi and the Bidding Period may be extended, if required, by an additional three working days, subject to the total Bidding Period not exceeding ten working days.

(d) Each Bid cum Application Form will give the Bidder the choice to bid for up to three optional prices (for details refer to the paragraph titled "Bids at Different Price Levels" on page 168 of this Red Herring Prospectus) within the Price Band and specify the demand (i.e., the number of Equity Shares Bid for) in each option. The price and demand options submitted by the Bidder in the Bid cum Application Form will be treated as optional demands from the Bidder and will not be cumulated. After determination of the Issue Price, the maximum number of Equity Shares Bid for by a Bidder at or above the Issue Price will be considered for allocation and the rest of the Bid(s), irrespective of the Bid Price, will become automatically invalid.

(e) The Bidder cannot bid on another Bid cum Application Form after Bids on one Bid cum Application Form have been submitted to any member of the Syndicate. Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate will be treated as multiple Bids and is liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the allocation or allotment of Equity Shares in this Issue. However, the Bidder can revise the Bid through the Revision Form, the procedure for which is detailed under the paragraph titled "Build up of the Book and Revision of Bids" on page 171 of this Red Herring Prospectus.

(f) The Members of the Syndicate will enter each Bid option into the electronic bidding system as a separate Bid and generate a Transaction Registration Slip, ("TRS"), for each price and demand option and give the same to the Bidder. Therefore, a Bidder can receive up to three TRSs for each Bid cum Application Form.

(g) During the Bidding Period, Bidders may approach the members of the Syndicate to submit their Bid. Every member of the Syndicate shall accept Bids from all clients / investors who place orders through them and shall have the right to vet the Bids.

(h) Along with the Bid cum Application Form, all Bidders will make payment in the manner described under the paragraph titled "Terms of Payment and Payment into the Escrow Accounts" on page 169 of this Red Herring Prospectus.

BIDS AT DIFFERENT PRICE LEVELS

(a) The Price Band has been fixed at Rs. 145 to Rs. 165 per Equity Share of Rs. 10 each, Rs. 145 being the lower end of the Price Band and Rs. 165 being the higher end of the Price Band. The Bidders can bid at any price within the Price Band, in multiples of Re. 1 (One).

(b) Our Company, in consultation with the BRLM, reserves the right to revise the Price Band, during the Bidding Period, in which case the Bidding Period shall be extended further for a period of three working days, subject to the total Bidding Period not exceeding ten working days. The higher end of the Price Band should not be more than 20% of the lower end of the Price Band. Subject to compliance with the immediately preceding sentence, the lower end of the Price Band can move up or down to the extent of 20% of the lower end of the Price Band disclosed in this Red Herring Prospectus.

(c) In case of revision in the Price Band, the Issue Period will be extended for three additional working days after revision of Price Band subject to a maximum of ten working days. Any revision in the Price Band and the revised Bidding/Issue Period, if applicable, will be widely disseminated by notification to BSE and NSE, by issuing a public notice in two national newspapers (one each in English and Hindi) and one regional newspaper in Marathi, and also by indicating the change on the websites of the BRLM, and at the terminals of the Syndicate Members and the Bidding Period shall be extended for a further period of three working days, subject to the total Bidding Period not exceeding thirteen days.

(d) Our Company, in consultation with the BRLM, can finalise the Issue Price within the Price Band in accordance with this clause, without the prior approval of, or intimation, to the Bidders.

(e) The Bidder can bid at any price within the Price Band. The Bidder has to bid for the desired number of Equity Shares at a specific price. Retail Bidders applying for a maximum Bid in any of the bidding options not exceeding Rs. 100,000 may bid at Cut-off Price. However, bidding at Cut-off Price is prohibited for QIB or Non-Institutional Bidders and such Bids from QIBs and Non-Institutional Bidders shall be rejected.

(f) Retail Individual Bidders who bid at the Cut-Off Price agree that they shall purchase the Equity Shares at the Issue Price, as finally determined, which will be a price within the Price Band. Retail Individual Bidders bidding at Cut-Off Price shall deposit the Bid Price based on the higher end of the Price Band in the Escrow Account. In the event the Bid Price is higher than the Allocation Amount payable by the Retail Individual Bidders, who Bid at Cut off Price (i.e., the total number of Equity Shares allocated in the Issue multiplied by the Issue Price), the Retail Individual Bidders, who Bid at Cut off Price, shall receive the refund of the excess amounts from the Escrow Account.

(g) In case of an upward revision in the Price Band announced as above, Retail Individual Bidders who had bid at Cut-off Price could either (i) revise their Bid or (ii) make additional payment based on the higher end of the Revised Price Band (such that the total amount i.e., original Bid Price plus additional payment does not exceed Rs. 100,000 for Retail Individual Bidders, if the Bidder wants to continue to bid at Cut-off Price), with the Syndicate Member to whom the original Bid was submitted. In case the total amount (i.e., original Bid Price plus additional payment) exceeds Rs. 100,000 for Retail Individual Bidders the Bid will be considered for allocation under the Non-Institutional portion in terms of this Red Herring Prospectus. If, however, the Bidder does not either revise the Bid or make additional payment and the Issue Price is higher than the higher end of the Price Band prior to revision, the number of Equity Shares bid for shall be adjusted downwards for the purpose of allotment, such that no additional payment would be required from the Bidder and the Bidder is deemed to have approved such revised Bid at Cut-off Price.

(h) In case of a downward revision in the Price Band, announced as above, Retail Individual Bidders who have bid at Cut-off Price could either revise their Bid or the excess amount paid at the time of bidding would be refunded from the Escrow Account.

(i) In the event of any revision in the Price Band, whether upwards or downwards, the minimum application size shall remain 40 Equity Shares irrespective of whether the Bid Price payable on such minimum application is not in the range of Rs. 5,000 to Rs. 7,000.

ESCROW MECHANISM

Our Company shall open Escrow Accounts with one or more Escrow Collection Banks in whose favour the Bidders shall make out the cheque or demand draft in respect of his or her Bid and/or revision of the Bid. Cheques or demand drafts received for the full Bid Price from Bidders in a certain category would be deposited in the Escrow Account. The Escrow Collection Banks will act in terms of this Red Herring Prospectus and the Escrow Agreement. The Escrow Collection Bank (s) for and on behalf of the Bidders shall maintain the monies in the Escrow Account. The Escrow Collection Bank(s) shall not exercise any lien whatsoever over the monies deposited therein and shall hold the monies therein in trust for the Bidders. On the Designated Date, the Escrow Collection Banks shall transfer the monies from the Escrow Account to the Public Issue Account as per the terms of the Escrow Agreement. Payments of refund to the Bidders shall also be made from the Escrow Account as per the terms of the Escrow Agreement and this Red Herring Prospectus.

The Bidders should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between us, the members of the Syndicate, the Escrow Collection Bank(s) and the Registrar to the Issue to facilitate collections from the Bidders.

TERMS OF PAYMENT AND PAYMENT INTO THE ESCROW COLLECTION ACCOUNTS

In case of Non-Institutional Bidder and Retail Individual Bidders, each Bidder shall, with the submission of the Bid cum Application Form draw a cheque or demand draft for the maximum amount of his/ her Bid in favour of the Escrow Account of the Escrow Collection Bank(s) (for details refer to the paragraph titled “Payment Instructions” on page 176 of this Red Herring Prospectus) and submit the same to the member of the Syndicate to whom the Bid is being submitted. Bid cum Application Forms accompanied by cash shall not be accepted. The maximum Bid price has to be paid at the time of submission of the Bid cum Application Form based on the highest bidding option of the Bidder.

The members of the Syndicate shall deposit the cheque or demand draft with the Escrow Collection Bank(s), which will hold such monies for the benefit of the Bidders till the Designated Date. On the Designated Date, the Escrow Collection Bank(s) shall transfer the funds equivalent to the size of the Issue from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Issue Account with the Banker(s) to the Issue. The balance amount after transfer to the Public Issue Account shall be held in the Refund Account for the benefit of the Bidders who are entitled to refunds. Not later than 15 days from the Bid/Issue Closing Date, the Escrow Collection Bank(s) shall refund all amounts payable to unsuccessful Bidders and also the excess amount paid on bidding, if any, after adjustment for allotment to the Bidders.

Each category of Bidders i.e. QIB Bidders, Non-Institutional Bidders and Retail Individual Bidders would be required to pay their applicable Margin amount at the time of submission Bid cum Application Form. The Margin Amount payable by each category of Bidders is mentioned in the sub-secton titled “Basic Terms of the Issue/Issue Structure” on page 29 of this Red Herring Prospectus. Where the Margin Amount applicable to the Bidders is less than 100% of the Bid Amount, any difference between the amount payable by the Bidder for the Equity Shares allocated at the Issue Price and the Margin Amount paid at the time of Bidding, shall be payable by the Bidder not later than the Pay-in-Date.

QIB Bidders will be required to deposit a margin of 10% at the time of submitting their Bids. After the Issue Closing Date/ Bid Closing Date, the level of subscription in all categories shall be determined. Based on the level of subscription, additional margin money, if any, shall be called from QIBs.

If the payment is not made favouring the Escrow Account within the time stipulated above, the application of the Bidder is liable to be rejected**.** However, if the members of the Syndicate do not waive such payment, the full amount of payment has to be made at the time of submission of the Bid cum Application Form.

Where the Bidder has been allocated lesser number of Equity Shares than he or she had bid for, the excess amount paid on bidding, if any, after adjustment for allocation, will be refunded to such Bidder within 15 days from the Bid/Issue Closing Date, failing which our Company shall pay interest at 15% per annum for any delay beyond the periods as mentioned above.

ELECTRONIC REGISTRATION OF BIDS

(a) The Members of the Syndicate will register the Bids using the on-line facilities of BSE and NSE. There will be at least one on-line connectivity in each city, where a stock exchange is located in India and where Bids are being accepted.

(b) BSE and NSE will offer a screen-based facility for registering Bids for the Issue. This facility will be available on the terminals of the Members of the Syndicate and their authorised agents during the Bidding Period. Syndicate Members can also set up facilities for off-line electronic registration of Bids subject to the condition that they will subsequently upload the off-line data file into the on-line facilities for book building on a half hourly basis. On the Bid Closing Date, the Members of the Syndicate shall upload the Bids till such time as may be permitted by the Stock Exchanges.

(c) The aggregate demand and price for Bids registered on the electronic facilities of BSE and NSE will be uploaded on a half hourly basis, consolidated and displayed on-line at all bidding centres. A graphical representation of consolidated demand and price would be made available at the bidding centres during the Bidding Period.

(d) At the time of registering each Bid, the members of the Syndicate shall enter the following details of the investor in the on-line system:

- Name of the investor (Investors should ensure that the name given in the bid cum application form is exactly the same as the Name in which the Depository Account is held. In case the Bid cum Application Form is submitted in joint names, investors should ensure that the Depository Account is also held in the same joint names and are in the same sequence in which they appear in the Bid cum Application Form.)
- Investor Category – Individual, Corporate, NRI, FII, or Mutual Fund etc.
- Numbers of Equity Shares bid for.
- Bid price.
- Bid cum Application Form number.
- Whether payment is made upon submission of Bid cum Application Form.
- Depository Participant Identification Number and Client Identification Number of the demat account of the Bidder.

(e) A system generated TRS will be given to the Bidder as a proof of the registration of each of the bidding options. It is the Bidder's responsibility to obtain the TRS from the members of the Syndicate. The registration of the Bid by the member of the Syndicate does not guarantee that the Equity Shares shall be allocated either by the members of the Syndicate or our Company.

(f) Such TRS will be non-negotiable and by itself will not create any obligation of any kind.

(g) Consequently, the member of the Syndicate also has the right to accept the Bid or reject it in case of QIBs provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, Bids would not be rejected except on the technical grounds listed on page 178 of this Red Herring Prospectus.

(h) The permission given by BSE and NSE to use their network and software of the Online IPO system should not in any way be deemed or construed to mean that the compliance with various statutory and other requirements by our Company and/or the BRLM are cleared or approved by BSE and NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does it take any responsibility for the financial or other soundness of our Company, our Promoters, our management or any scheme or project of our Company.

(i) It is also to be distinctly understood that the approval given by BSE and NSE should not in any way be deemed or construed that this Red Herring Prospectus has been cleared or approved by the BSE and NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Red Herring Prospectus; nor does it warrant that the Equity Shares will be listed or will continue to be listed on the BSE and NSE.

BUILD UP OF THE BOOK AND REVISION OF BIDS

(a) Bids registered by various Bidders through the Members of the Syndicate shall be electronically transmitted to the BSE or NSE mainframe on a regular basis.

(b) The book gets built up at various price levels. This information will be available with the BRLM on a regular basis.

(c) During the Bidding Period, any Bidder who has registered his or her interest in the Equity Shares at a particular price level is free to revise his or her Bid within the Price Band using the printed Revision Form, which is a part of the Bid cum Application Form.

(d) Revisions can be made in both the desired number of Equity Shares and the Bid price by using the Revision Form. Apart from mentioning the revised options in the revision form, the Bidder must also mention the details of all the options in his or her Bid cum Application Form or earlier Revision Form. For example, if a Bidder has Bid for three options in the Bid cum Application Form and he is changing only one of the options in the Revision Form, he must still fill the details of the other two options that are not being revised, in the Revision Form. The members of the Syndicate will not accept incomplete or inaccurate Revision Forms.

(e) The Bidder can make this revision any number of times during the Bidding Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same member of the Syndicate through whom he or she had placed the original Bid.

(f) Bidders are advised to retain copies of the blank Revision Form and the revised Bid must be made only in such Revision Form or copies thereof.

(g) Any revision of the Bid shall be accompanied by payment in the form of cheque or demand draft for the incremental amount, if any, to be paid on account of the upward revision of the Bid. The excess amount, if any, resulting from downward revision of the Bid would be returned to the Bidder at the time of refund in accordance with the terms of this Red Herring Prospectus. In case of QIB Bidders, the members of the Syndicate shall collect additional payment, if any, in the form of cheque or demand draft for the incremental amount in the QIB Margin Amount, if any, to be paid on account of the upward revision of the Bid at the time of one or more revisions by the QIB Bidders.

(h) When a Bidder revises his or her Bid, he or she shall surrender the earlier TRS and get a revised TRS from the members of the Syndicate. It is the responsibility of the Bidder to request for and obtain the revised TRS, which will act as proof of his or her having revised the previous Bid.

(i) In case of discrepancy of data between BSE or NSE and the members of the Syndicate, the decision of the BRLM, based on the physical records of Bid cum Application Forms, shall be final and binding on all concerned.

PRICE DISCOVERY AND ALLOCATION

(a) After the Bid Closing Date /Issue Closing Date, the BRLM will analyse the demand generated at various price levels and discuss pricing strategy with us.

(b) Our Company, in consultation with the BRLM, shall finalise the “Issue Price” and the number of Equity Shares to be allotted in each category.

(c) The allocation to QIB Bidders for up to 50% of the Issue, to Non-Institutional Bidders of not less than 15% and to Retail Individual Bidders of not less than 35% of the Issue, would be on proportionate basis, in the manner specified in the SEBI DIP Guidelines, in consultation with Designated Stock Exchange, subject to valid Bids being received at or above the Issue Price.

(d) Under subscription, if any, in any category, would be allowed to be met with spill over from any of the other categories at our discretion in consultation with the BRLM in accordance with the basis of allotment described in the section titled "Basis of Allotment" on page 181 of this Red Herring Prospectus.

(e) Allocation to NRIs, FIIs, foreign venture capital funds, Multilateral and Bilateral Development Financial Institutions registered with SEBI applying on repatriation basis will be subject to the terms and conditions stipulated by the FIPB and RBI while granting permission for allotment of Equity Shares to them.

(f) The BRLM, in consultation with us, shall notify the members of the Syndicate of the Issue Price and allocations to their respective Bidders, where the full Bid Price has not been collected from the Bidders.

(g) Our Company in consultation with the BRLM, reserves the right to reject any Bid procured from QIB Bidders, by any or all members of the Syndicate. Rejection of Bids made by QIBs, if any, will be made at the time of submission of Bids provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In terms of the SEBI DIP Guidelines, QIB Bidders shall not be allowed to withdraw their Bid after the Bid/Issue Closing Date.

SIGNING OF UNDERWRITING AGREEMENT AND ROC FILING

(a) Our Company, the BRLM and the Syndicate Members shall enter into an Underwriting Agreement on finalisation of the Issue Price.

(b) After signing the Underwriting Agreement, our Company would update and file the updated Red Herring Prospectus with RoC, which then would be termed 'Prospectus'. The Prospectus would have details of the Issue Price, Issue size, underwriting arrangements and would be complete in all material respects.

FILING OF THE PROSPECTUS WITH THE ROC

We will file a copy of the Prospectus with the Registrar of Companies, Mumbai, Maharashtra in terms of Section 56, Section 60 and Section 60B of the Companies Act.

ANNOUNCEMENT OF PRE-ISSUE ADVERTISEMENT

Subject to Section 66 of the Companies Act, our Company shall after receiving final observations, if any, on this Red Herring Prospectus from SEBI, publish an advertisement, in the form prescribed by the SEBI DIP Guidelines in an English national daily with wide circulation, one Hindi National newspaper and a regional language newspaper with wide circulation at Mumbai.

ADVERTISEMENT REGARDING ISSUE PRICE AND PROSPECTUS

We will issue a statutory advertisement after the filing of the Prospectus with the RoC. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price. Any material updates between the date of Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

ISSUANCE OF CONFIRMATION OF ALLOCATION NOTE (CAN)

(a) The BRLM or Registrar to the Issue shall send to the members of the Syndicate a list of their Bidders who have been allocated Equity Shares in the Issue.

(b) The BRLM or members of the Syndicate would despatch a CAN to their Bidders who have been allocated Equity Shares in the Issue. The despatch of a CAN shall be deemed a valid, binding and irrevocable contract for the Bidder to pay the entire Issue Price for all the Equity Shares allocated to such Bidder. Those Bidders who have not paid the entire Bid Amount into the Escrow Account at the time of bidding shall pay in full the Allocation Amount payable into the Escrow Account by the Pay-in Date specified in the CAN.

(c) Bidders who have been allocated Equity Shares and who have already paid the Bid Amount into the Escrow Account at the time of bidding shall directly receive the CAN from the Registrar to the Issue subject, however, to realisation of his or her cheque or demand draft paid into the Escrow Account. The despatch of a CAN shall be deemed a valid, binding and irrevocable contract for the Bidder to pay the entire Issue Price for the allotment to such Bidder.

DESIGNATED DATE AND ALLOTMENT OF EQUITY SHARES

(a) Our Company will ensure that the allotment of Equity Shares is done within 15 days of the Bid/Issue Closing Date. After the funds are transferred from the Escrow Account to the Public Issue Account on the Designated Date, we would allot the Equity Shares to the allottees. Our Company would ensure the credit to the successful Bidders depository account. Allotment of the Equity Shares to the allottees shall be within two working days of the date of allotment. In case, our Company fails to make allotment or transfer within 15 days of the Bid/Issue Closing Date, interest would be paid to the investors at the rate of 15% per annum.

(b) In accordance with the SEBI DIP Guidelines, Equity Shares will be issued and allotment shall be made only in the dematerialised form to the allottees. Allottees will have the option to re-materialise the Equity Shares, if they so desire, as per the provisions of the Companies Act and the Depositories Act.

Investors are advised to instruct their Depository Participant to accept the Equity Shares that may be allocated to them pursuant to this Issue.

GENERAL INSTRUCTIONS

Do's:

(a) Check if you are eligible to apply;

(b) Read all the instructions carefully and complete the Resident Bid cum Application Form (white in colour) or Non-Resident Bid cum Application Form (blue in colour) as the case may be;

(c) Ensure that the details about Depository Participant and Beneficiary Account are correct as allotment of Equity Shares will be in the dematerialised form only;

(d) Investor must ensure that the name given in the Bid cum Application Form is exactly the same as the Name in which the Depository Account is held. In case the Bid cum Application Form is submitted in joint names, it should be ensured that the Depository Account is also held in the same joint names and are in the same sequence in which they appear in the Bid cum Application Form;

(e) Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of a member of the Syndicate;

(f) Ensure that you have been given a TRS for all your Bid options;

(g) Submit revised Bids to the same member of the Syndicate through whom the original Bid was placed and obtain a revised TRS;

(h) Ensure that the Bid is within the Price Band; and

(i) Ensure that you mention your Permanent Account Number (PAN) allotted under the I.T. Act where the maximum Bid for Equity Shares by a Bidder is for a total value of Rs. 50,000 or more. In case the PAN has not been allotted, mention "Not allotted" in the appropriate place.

Don'ts:

(a) Bid for lower than the minimum Bid size;

(b) Bid/ revise Bid price to be less than the lower end of the Price Band or higher than the higher end of the Price Band;

(c) Bid on another Bid cum Application Form after you have submitted a Bid to the members of the Syndicate;

(d) Pay the Bid Price in cash;

(e) Send Bid cum Application Forms by post; instead submit the same to a member of the Syndicate only;

(f) Bid at Cut Off Price (for QIB Bidders, Non-Institutional Bidders);

(g) Bid at Bid Amount exceeding Rs. 100,000 (for Retail Individual Bidders);

(h) Fill up the Bid cum Application Form such that the Equity Shares bid for exceeds the Issue Size and/ or investment limit or maximum number of Equity Shares that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations;

(i) Submit Bid accompanied with Stockinvest.

INSTRUCTIONS FOR COMPLETING THE BID CUM APPLICATION FORM

Bidders can obtain Bid cum Application Forms and / or Revision Forms from the members of the Syndicate.

BIDS AND REVISIONS OF BIDS

Bids and revisions of Bids must be:

(a) Made only in the prescribed Bid cum Application Form or Revision Form, as applicable (white colour for Resident Indians, blue colour for NRI, FII or foreign venture capital fund registered with SEBI applying on repatriation basis).

(b) Completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained herein, in the Bid cum Application Form or in the Revision Form. Incomplete Bid cum Application Forms or Revision Forms are liable to be rejected.

(c) For Retail Individual Bidders, the Bid must be for a minimum of 40 Equity Shares and in multiples of 40 thereafter subject to a maximum Bid Price of Rs. 100,000.

(d) For Non-Institutional Bidders and QIB Bidders, Bids must be for a minimum of such number of Equity Shares in multiples of 40 Equity Shares so that the Bid Price exceeds or equal to Rs. 100,000 and in multiples of 40 Equity Shares thereafter. Bids cannot be made for more than the Issue size. Bidders are advised to ensure that a single Bid from them should not exceed the investment limits or maximum number of shares that can be held by them under the applicable laws or regulations.

(e) In single name or in joint names (not more than three, and in the same order as their Depository Participant details).

(f) Thumb impressions and signatures other than in the languages specified in the Eighth Schedule to the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

BIDDER'S BANK DETAILS

Bidders should note that on the basis of name of the Bidders, Depository Participant's name, Depository Participant-Identification number and Beneficiary Account Number provided by them in the Bid cum Application Form, the Registrar to the Issue will obtain from the Depository the Bidders bank account details. These Bank Account details would be printed on the refund order, if any, to be sent to Bidders. Hence, Bidders are advised to immediately update their Bank Account details as appearing on the records of the depository participant. Please note that failure to do so could result in delays in credit of refunds to Bidders at the Bidders sole risk.

BIDDER'S DEPOSITORY ACCOUNT DETAILS

IT IS MANDATORY FOR ALL THE BIDDERS TO GET THEIR EQUITY SHARES IN DEMATERIALISED FORM. ALL BIDDERS SHOULD MENTION THEIR DEPOSITORY PARTICIPANT'S NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER AND BENEFICIARY ACCOUNT NUMBER IN THE BID CUM APPLICATION FORM. INVESTORS MUST ENSURE THAT THE NAME GIVEN IN THE BID CUM APPLICATION FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEPOSITORY ACCOUNT IS HELD. IN CASE THE BID CUM APPLICATION FORM IS SUBMITTED IN JOINT NAMES, IT SHOULD BE ENSURED THAT THE DEPOSITORY ACCOUNT IS ALSO HELD IN THE SAME JOINT NAMES AND ARE IN THE SAME SEQUENCE IN WHICH THEY APPEAR IN THE BID CUM APPLICATION FORM.

Bidders should note that on the basis of name of the Bidders, Depository Participant's name, Depository Participant-Identification number and Beneficiary Account Number provided by them in the Bid cum Application Form, the Registrar to the Issue will obtain from the Depository demographic details of the Bidders such as address, bank account details for printing on refund orders and occupation (hereinafter referred to as 'Demographic Details'). Hence, Bidders should carefully fill in their Depository Account details in the Bid cum Application Form.

These Demographic Details would be used for all correspondence with the Bidders including mailing of the refund orders/ CANs/Allocation Advice and printing of Bank particulars on the refund order and the Demographic Details given by Bidders in the Bid cum Application Form would not be used for any other purpose by the Registrar to the Issue. Hence Bidders are advised to update their Demographic Details as provided to their Depository Participants.

By signing the Bid cum Application Form, the Bidder would be deemed to have authorised the depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records.

Refund Orders/Allocation Advice/CANs would be mailed at the address of the Bidder as per the Demographic Details received from the Depositories. Bidders may note that delivery of refund orders/allocation advice/CANs may get delayed if the same once sent to the address obtained from the depositories are returned undelivered. In such an event, the address and other details given by the Bidder in the Bid cum Application Form would be used only to ensure despatch of refund orders. Please note that any such delay shall be at the Bidders sole risk.

In case no corresponding record is available with the Depositories, which matches three parameters, namely, names of the Bidders (including the order of names of joint holders), the Depository Participant's identity (DP ID) and the beneficiary's identity, then such Bids are liable to be rejected.

BIDS BY NON RESIDENTS, NRIs, FIIs AND FOREIGN VENTURE CAPITAL FUNDS REGISTERED WITH SEBI ON A REPATRIATION BASIS

Bids and revision to Bids must be made:

1. On the Bid cum Application Form or the Revision Form, as applicable (blue in colour), and completed in full in BLOCK LETTERS in ENGLISH in accordance with the instructions contained therein.
2. In a single name or joint names (not more than three).
3. NRIs for a Bid Price of up to Rs. 100,000 would be considered under the Retail Portion for the purposes of allocation and Bids for a Bid Price of more than Rs. 100,000 would be considered under Non-Institutional Portion for the purposes of allocation; by FIIs for a minimum of such number of Equity Shares and in multiples of 40 thereafter that the Bid Price exceeds Rs. 100,000. For further details, please refer to the section titled 'Maximum and Minimum Bid Size' on page 167 of this Red Herring Prospectus. In the names of individuals, or in the names of FIIs but not in the names of minors, OCBs, firms or partnerships, foreign nationals (excluding NRIs) or their nominees.
4. Refunds, dividends and other distributions, if any, will be payable in Indian Rupees only and net of bank charges and / or commission. In case of Bidders who remit money through Indian Rupee drafts purchased abroad, such payments in Indian Rupees will be converted into US Dollars or any other freely convertible currency as may be permitted by the RBI at the rate of exchange prevailing at the time of remittance and will be despatched by registered post or if the Bidders so desire, will be credited to their NRE accounts, details of which should be furnished in the space provided for this purpose in the Bid cum Application Form. Our Company will not be responsible for loss, if any, incurred by the Bidder on account of conversion of foreign currency.
5. Our Company does not require approvals from FIPB or RBI for the transfer of Equity Shares in this Issue to eligible NRIs, FIIs, foreign venture capital investors registered with SEBI and multilateral and bilateral development financial institutions. As per the RBI regulations, OCBs are not permitted to participate in the Issue.
6. There is no reservation for Non Residents, NRIs, FIIs and foreign venture capital funds and all Non Residents, NRI, FII and foreign venture capital funds applicants will be treated on the same basis with other categories for the purpose of allocation.
7. **The Equity Shares have not been and will not be registered under the U.S. Securities Act 1933, as amended (the "Securities Act ") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons "(as defined in Regulation S of the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Equity Shares will be offered and sold only (i) in the United States to "qualified institutional buyers ", as defined in Rule 144A of the Securities Act, and (ii) outside the United States in compliance with Regulation S and the applicable laws of the jurisdiction where those offers and sales occur.**

BIDS UNDER POWER OF ATTORNEY

In case of Bids made pursuant to a power of attorney or by limited companies, corporate bodies, registered societies, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of the Memorandum of Association and Articles of Association and/or bye laws must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefor. In case of Bids made pursuant to a power of attorney by FIIs, a certified copy of the power of attorney or the relevant resolution or authority, as the case may be, along with a certified copy of their SEBI registration certificate must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefor.

In case of Bids made by insurance companies registered with the Insurance Regulatory and Development Authority, a certified copy of certificate of registration issued by Insurance Regulatory and Development Authority must be lodged along with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefor.

In case of Bids made by provident funds with minimum corpus of Rs. 250 million (subject to applicable law) and pension funds with minimum corpus of Rs. 250 million, a certified copy of certificate from a chartered accountant certifying the corpus of the provident fund/ pension fund must be lodged along with the Bid cum Application Form. Failing this, our Company reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefor.

In case of Bids made by mutual fund registered with SEBI, venture capital fund registered with SEBI and foreign venture capital investor registered with SEBI, a certified copy of their SEBI registration certificate must be submitted with the Bid cum Application Form. Failing this, our Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason.

Our Company in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that our Company, and the BRLM may deem fit.

PAYMENT INSTRUCTIONS

Our Company shall open Escrow Accounts with the Escrow Collection Bank(s) for the collection of the Bid Prices payable upon submission of the Bid cum Application Form and for amounts payable pursuant to allocation in the Issue. Each Bidder shall draw a cheque or demand draft for the amount payable on the Bid and/or on allocation as per the following terms:

PAYMENT INTO ESCROW ACCOUNT

1. The applicable Margin Amount for Non Institutional and Retail Individual Bidders is equal to 100% and while submitting the Bid cum Application Form, shall be drawn as a payment instrument for the Bid Price in favour of the Escrow Account and submitted to the members of the Syndicate.
2. In case the above Margin Amount paid by the Bidders during the Bidding Period is less than the Issue Price multiplied by the Equity Shares allocated to the Bidder, the balance amount shall be paid by the Bidders into the Escrow Account within the period specified in the CAN which shall be subject to a minimum period of two days from the date of communication of the allocation list to the members of the Syndicate by the BRLM.
3. The payment instruments for payment into the Escrow Account should be drawn in favour of:

   In case of Resident QIB Bidders: "Escrow Account – Repro Public Issue –R- QIB"

   In case of Non Resident QIB Bidders: "Escrow Account – Repro Public Issue –NR- QIB"

   In case of Resident Non-Institutional and Retail Individual Bidders: "Escrow Account – Repro Public Issue – R – Non-QIB"

   In case of Non Resident Non-Institutional and Retail Individual Bidders: "Escrow Account – Repro Public Issue – NR- Non-QIB"
4. In case of Bids by NRIs applying on repatriation basis, the payments must be made through Indian Rupee drafts purchased abroad or cheques or bank drafts, for the amount payable on application remitted through normal banking channels or out of funds held in Non-Resident External (NRE) Accounts or Foreign Currency Non-Resident (FCNR) Accounts, maintained with banks authorised to deal in foreign exchange in India, along with documentary evidence in support of the remittance. Payment will not be accepted out of Non-Resident Ordinary (NRO) Account of Non-Resident Bidder bidding on a repatriation basis. Payment by drafts should be accompanied by bank certificate confirming that the draft has been issued by debiting to NRE Account or FCNR Account.

5. In case of Bids by FIIs, the payment should be made out of funds held in Special Rupee Account along with documentary evidence in support of the remittance. Payment by drafts should be accompanied by bank certificate confirming that the draft has been issued by debiting to Special Rupee Account.
6. Where a Bidder has been allocated a lesser number of Equity Shares than the Bidder has Bid for, the excess amount, if any, paid on bidding, after adjustment towards the balance amount payable on the Equity Shares allocated, will be refunded to the Bidder from the Escrow Account of our Company.
7. The monies deposited in the Escrow Account will be held for the benefit of the Bidders till the Designated Date.
8. On the Designated Date, the Escrow Collection Banks shall transfer the funds from the Escrow Account as per the terms of the Escrow Agreement into the Public Issue Account with the Bankers to the Issue.
9. On the Designated Date and not later than 15 days from the Bid/Issue Closing Date, the Escrow Collection Bank shall also refund all amounts payable to unsuccessful Bidders and also the excess amount paid on Bidding, if any, after adjusting for allocation to the Bidders.
10. Payments should be made by cheque, or demand draft drawn on any Bank (including a Co-operative Bank), which is situated at, and is a member of or sub-member of the bankers' clearing house located at the centre where the Bid cum Application Form is submitted. Outstation cheques/bank drafts drawn on banks not participating in the clearing process will not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected. Cash/ Stockinvest/Money Orders/ Postal orders will not be accepted.

PAYMENT BY STOCKINVEST

In terms of the Reserve Bank of India Circular No. DBOD No. FSC BC 42/24.47.00/2003-04 dated November 5, 2003, the option to use the stockinvest instrument in lieu of cheques or bank drafts for payment of Bid money has been withdrawn. Hence, payment through stockinvest would not be accepted in this Issue.

SUBMISSION OF BID CUM APPLICATION FORM

All Bid cum Application Forms or Revision Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the members of the Syndicate at the time of submission of the Bid. Each member of the Syndicate may, at its sole discretion, waive the requirement of payment at the time of submission of the Bid cum Application Form and Revision Form.

No separate receipts shall be issued for the money payable on the submission of Bid cum Application Form or Revision Form. However, the collection centre of the members of the Syndicate will acknowledge the receipt of the Bid cum Application Forms or Revision Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid cum Application Form for the records of the Bidder.

OTHER INSTRUCTIONS

Joint Bids in the case of Individuals

Bids may be made in single or joint names (not more than three). In the case of joint Bids, all payments will be made out in favour of the Bidder whose name appears first in the Bid cum Application Form or Revision Form. All communications will be addressed to the First Bidder and will be despatched to his or her address.

Multiple Bids

A Bidder should submit only one Bid (and not more than one) for the total number of Equity Shares required. Two or more Bids will be deemed to be multiple Bids if the sole or First Bidder is one and the same. In case of a mutual fund, a separate Bid can be made in respect of each scheme of the mutual fund registered with SEBI and such Bids in respect of more than one scheme of the mutual fund will not be treated as multiple Bids provided that the Bids clearly indicate the scheme concerned for which the Bid has been made.

Our Company reserves the right to reject, in our absolute discretion, all or any multiple Bids in any or all categories.

PERMANENT ACCOUNT NUMBER OR PAN

Where Bid(s) is/are for Rs. 50,000 or more, the Bidder or in the case of a Bid in joint names, each of the Bidders, should mention his/her Permanent Account Number (PAN) allotted under the I.T. Act. The copy of the PAN card or PAN allotment letter is required to be submitted with the Bid-cum-Application Form. Applications without this information and documents will be considered incomplete and are liable to be rejected. It is to be specifically noted that Bidders should not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground. In case the Sole/First Bidder and Joint Bidder(s) is/are not required to obtain PAN, each of the Bidder(s) shall mention “Not Applicable” and in the event that the sole Bidder and/or the joint Bidder(s) have applied for PAN which has not yet been allotted each of the Bidder(s) should mention “Applied for” in the Bid cum Application Form. Further, where the Bidder(s) has mentioned “Applied for” or “Not Applicable”, the Sole/ First Bidder and each of the Joint Bidder(s), as the case may be, would be required to submit Form 60 (Form of declaration to be filed by a person who does not have a permanent account number and who enters into any transaction specified in rule 114B), or, Form 61 (form of declaration to be filed by a person who has agricultural income and is not in receipt of any other income chargeable to income tax in respect of transactions specified in rule 114B), as may be applicable, duly filled along with a copy of any one of the following documents in support of the address: (a) Ration Card (b) Passport (c) Driving License (d) Identity Card issued by any institution (e) Copy of the electricity bill or telephone bill showing residential address (f) Any document or communication issued by any authority of the Central Government, State Government or local bodies showing residential address (g) Any other documentary evidence in support of address given in the declaration. **It may be noted that Form 60 and Form 61 have been amended vide a notification issued on December 1, 2004 by the Ministry of Finance, Department of Revenue, Central Board of Direct Taxes. All Bidders are requested to furnish, where applicable, the revised Form 60 or 61, as the case may be.**

OUR RIGHT TO REJECT BIDS

Our Company, and the members of the Syndicate reserve the right to reject any Bid in case of QIB Bidders provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In case of Non-Institutional Bidders and Retail Bidders who Bid, our Company and the members of the Syndicate have a right to reject Bids based on technical grounds. Consequent refunds shall be made by cheque or pay order or draft and will be sent to the Bidder’s address at the Bidder’s risk.

GROUNDS FOR TECHNICAL REJECTIONS

Bidders are advised to note that Bids are liable to be rejected *inter alia* on the following technical grounds:

1. Amount paid does not tally with the amount payable for the highest value of Equity Shares bid for;
2. Age of First Bidder not given;
3. In case of partnership firms Equity Shares may be registered in the names of the individual partners and no firm as such shall be entitled to apply;
4. Bid by persons not competent to contract under the Indian Contract Act, 1872 including minors, insane persons;
5. PAN photocopy/PAN communication/ Form 60 or Form 61 declaration along with documentary evidence in support of address given in the declaration, not given if Bid is for Rs. 50,000 or more;
6. Bank account details for refund are not given;
7. Bids for lower number of Equity Shares than specified for that category of investors;
8. Bids at a price less than lower end of the Price Band;
9. Bids at a price more than the higher end of the Price Band;
10. Bids at Cut Off Price by Non-Institutional and QIB Bidders;
11. Bids for number of Equity Shares which are not in multiples of 40;
12. Category not ticked;
13. Multiple Bids as defined in this Red Herring Prospectus;
14. In case of Bid under power of attorney or by limited companies, corporate, trust etc., relevant documents are not submitted;
15. Bids accompanied by Stockinvest/money order/postal order/cash;

16. Signature of sole and / or joint Bidders missing;
17. Bid cum Application Forms does not have the stamp of the BRLM, or Syndicate Members;
18. Bid cum Application Forms does not have Bidder's depository account details;
19. Bid cum Application Forms are not delivered by the Bidders within the time prescribed as per the Bid cum Application Forms, Bid/Issue Opening Date advertisement and this Red Herring Prospectus and as per the instructions in this Red Herring Prospectus and the Bid cum Application Forms;
20. In case no corresponding record is available with the Depositories that matches three parameters namely, names of the Bidders (including the order of names of joint holders), the Depository Participant's identity (DP ID) and the beneficiary's identity;
21. Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;
22. Bids by OCBs;
23. Bids by US persons other than "qualified institutional buyers" as defined in Rule 144A of the Securities Act;
24. Bids for amounts greater than the maximum permissible amounts prescribed by the regulations, see the details regarding the same at page 167 of this Red Herring Prospectus;
25. Bids not duly signed by the sole/joint Bidders;
26. Bids accompanied with Stockinvests;
27. Bids by OCBs; or
28. Bids by U.S. residents or U.S. persons other than "qualified institutional buyers" as defined in Rule 144A of the U.S. Securities Act of 1933.

EQUITY SHARES IN DEMATERIALISED FORM WITH NSDL OR CDSL

As per the provisions of Section 68B of the Companies Act, the allotment of Equity Shares in this Issue shall be only in a de-materialised form, (i.e., not in the form of physical certificates but be fungible and be represented by the statement issued through the electronic mode).

In this context, two agreements have been signed among our Company, the respective Depositories and the Registrar to the Issue:

(a) Agreement dated October 27, 2005 with NSDL, our Company and the Registrar to the Issue;

(b) Agreement dated October 7, 2005 with CDSL, our Company and the Registrar to the Issue.

All Bidders can seek allotment only in dematerialised mode. Bids from any Bidder without relevant details of his or her depository account are liable to be rejected.

(a) A Bidder applying for Equity Shares must have at least one beneficiary account with either of the Depository Participants of either NSDL or CDSL prior to making the Bid.

(b) The Bidder must necessarily fill in the details (including the Beneficiary Account Number and Depository Participant's identification number) appearing in the Bid cum Application Form or Revision Form.

(c) Allotment to a successful Bidder will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of the Bidder.

(d) Names in the Bid cum Application Form or Revision Form should be identical to those appearing in the account details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository.

(e) If incomplete or incorrect details are given under the heading 'Bidders Depository Account Details' in the Bid cum Application Form or Revision Form, it is liable to be rejected.

(f) Non-transferable allotment advice or refund orders will be directly sent to the Bidder by the Registrars to the Issue.

(g) The Bidder is responsible for the correctness of his or her Demographic Details given in the Bid cum Application Form vis-à-vis those with his or her Depository Participant.

(h) Equity Shares in electronic form can be traded only on the stock exchanges having electronic connectivity with NSDL and CDSL. All the Stock Exchanges where our Equity Shares are proposed to be listed have electronic connectivity with CDSL and NSDL.

i) The trading of the Equity Shares of our Company would be in dematerialised form only for all investors in the demat segment of the respective Stock Exchanges.

COMMUNICATIONS

All future communications in connection with Bids made in this Issue should be addressed to the Registrar to the Issue quoting the full name of the sole or First Bidder, Bid cum Application Form number, Bidders Depository Account Details, number of Equity Shares applied for, date of bid form, name and address of the member of the Syndicate where the Bid was submitted and cheque or draft number and issuing bank thereof.

Investors can contact the Compliance Officer or the Registrar to the Issue in case of any pre-Issue or post-Issue related problems such as non-receipt of letters of allotment, credit of allotted shares in the respective beneficiary accounts, refund orders etc.

DISPOSAL OF APPLICATIONS AND APPLICATIONS MONEY

Our Company shall ensure despatch of allotment advice, refund orders and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the allotment to the Stock Exchanges within 2 (two) working days of date of finalisation of allotment of Equity Shares. Our Company shall despatch refund orders, if any, of value up to Rs. 1,500, “Under Certificate of Posting”, and shall despatch refund orders above Rs. 1,500, if any, by registered post or speed post at the sole or First Bidder’s sole risk.

Our Company shall use best efforts to ensure that all steps for completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges where the Equity Shares are proposed to be listed are taken within 7 (seven) working days of finalisation of the basis of allotment.

In accordance with the Companies Act, the requirements of the Stock Exchanges and SEBI DIP Guidelines, our Company further undertake that:

- allotment shall be made only in dematerialised form within 15 (fifteen) days of the Bid/Issue Closing Date;
- despatch refund orders within 15 (fifteen) days of the Bid/Issue Closing Date would be ensured; and
- our Company shall pay interest at 15% (fifteen) per annum (for any delay beyond the 15 (fifteen)-day time period as mentioned above), if allotment is not made and refund orders are not despatched and/or demat credits are not made to investors within the 15 (fifteen)-day time prescribed above as per the Guidelines issued by the Government of India, Ministry of Finance pursuant to their letter No. F/8/S/79 dated July 31, 1983, as amended by their letter No. F/14/SE/85 dated September 27, 1985, addressed to the Stock Exchanges, and as further modified by SEBI’s Clarification XXI dated October 27, 1997, with respect to the SEBI DIP Guidelines.

Refunds will be made by cheques, pay orders or demand drafts drawn on the Escrow Collection Banks and payable at par at places where Bids are received. Bank charges, if any, for cashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

IMPERSONATION

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 68A of the Companies Act, which is reproduced below:

“Any person who:

(a) makes in a fictitious name, an application to a company for acquiring or subscribing for, any shares therein, or

(b) otherwise induces a company to allot, or register any transfer of shares, therein to him, or any other person in a fictitious name,

shall be punishable with imprisonment for a term which may extend to five years.”

BASIS OF ALLOTMENT

A. For Retail Individual Bidders

- Bids received from the Retail Individual Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The allotment to all the successful Retail Bidders will be made at the Issue Price.
- The Issue size less allotment to Non-Institutional and QIB Bidders shall be available for allotment to Retail Individual Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.
- If the aggregate demand in this category is less than or equal to 917,000 Equity Shares at or above the Issue Price, full allotment shall be made to the Retail Individual Bidders to the extent of their demand.
- If the aggregate demand in this category is greater than 917,000 Equity Shares at or above the Issue Price, the allotment shall be made on a proportionate basis up to a minimum of 40 Equity Shares. For the method of proportionate basis of allotment, refer below.

B. For Non-Institutional Bidders

- Bids received from Non-Institutional Bidders at or above the Issue Price shall be grouped together to determine the total demand under this category. The allotment to all successful Non-Institutional Bidders will be made at the Issue Price.
- The Issue size less allotment to QIBs and Retail Portion shall be available for allotment to Non-Institutional Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.
- If the aggregate demand in this category is less than or equal to 393,000 Equity Shares at or above the Issue Price, full allotment shall be made to Non-Institutional Bidders to the extent of their demand.
- In case the aggregate demand in this category is greater than 393,000 Equity Shares at or above the Issue Price, allotment shall be made on a proportionate basis up to a minimum of 40 Equity Shares. For the method of proportionate basis of allotment refer below.
- The aggregate allotment to Retail and Non-Institutional Bidders shall not be less than 1,310,000 Equity Shares.

C. For QIBs

- Bids received from the QIB Bidders at or above the Issue Price shall be grouped together to determine the total demand under this portion. The allocation to all the QIB Bidders will be made at the Issue Price.
- The Issue less allocation to Non-Institutional Bidders and Retail Individual Bidders shall be available for allocation to QIB Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.
- Allotment shall be undertaken in the following manner:

  (a) In the first instance allocation to Mutual Funds for up to 5% of the QIB Portion shall be determined as follows:

    (i) In the event that Bids from Mutual Fund exceeds 5% of the QIB Portion, allocation to Mutual Funds shall be done on a proportionate basis upto 5% of the QIB Portion.

    (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion, then all Mutual Funds shall get full allotment to the extent of valid bids received above the Issue Price.

    (iii) Equity Shares remaining unsubscribed, if any, not allocated to Mutual Funds shall be available to all QIB Bidders as set out in (b) below;

  (b) In the second instance allocation to all QIBs shall be determined as follows:

    (i) The number of Equity Shares available for this category shall be the QIB Portion, allocation to Mutual Funds as calculated in (a) above.

    (ii) The subscription level for this category shall be determined based on the overall subscription in the QIB Portion less allocation only to Mutual Funds as calculated in (a) above.

    (iii) Based on the above, the level of the subscription shall be determined and proportionate allocation to all QIBs including Mutual Funds in this category shall be made.

- The aggregate allocation to QIB Bidders shall be upto 1,310,000 Equity Shares.

Undersubscription, if any in any category would be allowed to be met with spill over from any other category at the sole discretion of our Company and the BRLM.

PROCEDURE AND TIME OF SCHEDULE FOR ALLOTMENT AND ISSUE OF CERTIFICATES

The Issue will be conducted through a "100% book building process" pursuant to which the Underwriters will accept bids for the Equity Shares during the Bidding Period. The Bidding Period will commence on November 28, 2005 and expire on December 1, 2005. Following the expiration of the Bidding Period, our Company, in consultation with the BRLM, will determine the issue price, and, in consultation with the BRLM, the basis of allocation and entitlement to allotment based on the bids received and subject to the confirmation by the BSE/NSE. Successful bidders will be provided with a confirmation of their allocation and will be required to pay any unpaid amount for the Equity Shares within a prescribed time. SEBI Guidelines require our Company to complete the allotment to successful bidders within 15 days of the expiration of the Bidding Period. The Equity Shares will then be credited and allotted to the investors' demat accounts maintained with the relevant depository participant. Upon approval by the Stock Exchanges, the Equity Shares will be listed and trading will commence. This typically takes three trading days from the date of crediting the investor's demat account, subject to final approval by the Stock Exchanges.

METHOD OF PROPORTIONATE BASIS OF ALLOTMENT

In the event of the Issue being over-subscribed, we shall finalise the basis of allotment to Retail Individual Bidders and Non-Institutional Bidders in consultation with the Designated Stock Exchange. The Executive Director or Managing Director (or any other senior official nominated by them) of the Designated Stock Exchange along with the BRLM and the Registrar to the Issue shall be responsible for ensuring that the basis of allotment is finalised in a fair and proper manner.

The allotment shall be made in marketable lots, on a proportionate basis as explained below:

(a) Bidders will be categorised according to the number of Equity Shares applied for.

(b) The total number of Equity Shares to be allotted to each category as a whole shall be arrived at on a proportionate basis, which is the total number of Equity Shares applied for in that category (number of Bidders in the category multiplied by the number of Equity Shares applied for) multiplied by the inverse of the over-subscription ratio.

(c) Number of Equity Shares to be allotted to the successful Bidders will be arrived at on a proportionate basis, which is total number of Equity Shares applied for by each Bidder in that category multiplied by the inverse of the over-subscription ratio.

(d) In all Bids where the proportionate allotment is less than 40 Equity Shares per Bidder, the allotment shall be made as follows:

- Each successful Bidder shall be allotted a minimum of 40 Equity Shares; and
- The successful Bidders out of the total Bidders for a category shall be determined by draw of lots in a manner such that the total number of Equity Shares allotted in that category is equal to the number of Equity Shares calculated in accordance with (b) above.

(e) If the proportionate allotment to a Bidder is a number that is more than 40 but is not a multiple of 1 (which is the marketable lot), the number in excess of the multiple of 1 would be rounded off to the higher multiple of 1 if that number is 0.5 or higher. If that number is lower than 0.5, it would be rounded off to the lower multiple of 1. All Bidders in such categories would be allotted Equity Shares arrived at after such rounding off.

(f) If the Equity Shares allocated on a proportionate basis to any category are more than the Equity Shares allotted to the Bidders in that category, the remaining Equity Shares available for allotment shall be first adjusted against any other category, where the allotted shares are not sufficient for proportionate allotment to the successful Bidders in that category. The balance Equity Shares, if any, remaining after such adjustment will be added to the category comprising Bidders applying for minimum number of Equity Shares.

LETTERS OF ALLOTMENT OR REFUND ORDERS

We shall ensure despatch of allotment advice, refund orders and give benefit to the beneficiary account with Depository

Participants and submit the documents pertaining to the allotment to the Stock Exchanges within two working days of finalization of the basis of allotment of Equity Shares. We shall despatch refund orders, if any, of value up to Rs. 1,500, by “Under Certificate of Posting”, and will despatch refund orders above Rs. 1,500, if any, by registered post only at the sole or First Bidder’s sole risk and adequate funds for the purpose shall be made available to the Registrar by us.

We shall use best efforts to ensure that all steps for completion of the necessary formalities for listing and commencement of trading at the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within seven working days of the finalisation of the basis of allotment.

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI DIP Guidelines, we further undertake that:

- Allotment of Equity Shares will be made only in dematerialised form within 15 days from the Bid/Issue Closing Date;
- Despatch of refund orders will be done within 15 days from the Bid/Issue Closing Date;

We shall pay interest at 15% per annum (for any delay beyond the 15-day time period as mentioned above), if allotment is not made, refund orders are not despatched and/or demat credits are not made to investors within the 15-day time prescribed above as per the guidelines issued by the Government of India, Ministry of Finance pursuant to their letter No.F/8/S/79 dated July 31, 1983, as amended by their letter No.F/14/SE/85 dated September 27, 1985, addressed to the Stock Exchanges and as further modified by SEBI‘s clarification XXI dated October 27, 1997, with respect to the SEBI DIP Guidelines.

- Complaints received in respect of this Issue shall be attended to by our Company expeditiously and satisfactorily;
- The funds required for despatch of refund orders or allotment advice by registered post or speed post shall be made available to the Registrar to the Issue by our Company;
- Refund orders or allotment advice to the NRIs or FIIs or multilateral or bilateral development financial institutions, foreign venture capital investors registered with SEBI shall be despatched within the specified time;
- No further issue of Equity Shares shall be made till the Equity Shares offered through this Red Herring Prospectus are listed or until the Bid moneys are refunded on account of non-listing, under-subscription, etc.

We will provide adequate funds required for despatch of refund orders or allotment advice to the Registrar to the Issue.

Refunds will be made by cheques, pay-orders or demand drafts drawn on a bank appointed by us, as an Escrow Collection Bank and payable at par at places where Bids are received. Bank charges, if any, for encashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

DESPATCH OF REFUND ORDERS

We shall ensure despatch of refund orders of value over Rs. 1500 and share certificates by registered post only and adequate funds for the purpose shall be made available to the Registrar to the Issue by us.

INTEREST IN CASE OF DELAY IN DESPATCH OF ALLOTMENT LETTERS/REFUND ORDERS

We agree that allotment of securities offered to the public shall be made not later than 15 days from the Bid/Issue Closing Date. We further agree that we shall pay interest at 15% per annum if the allotment letters/refund orders have not been despatched to the applicants within 15 days from the Bid/Issue Closing Date.

ISSUE PROGRAM

BID/ISSUE OPENS ON	:	NOVEMBER 28, 2005
BID/ISSUE CLOSES ON	:	DECEMBER 1, 2005

Bids and any revision in Bids shall be accepted only between 10 a.m. and 3 p.m. (Indian Standard Time) during the Bidding Period as mentioned above at the bidding centres mentioned on the Bid cum Application Form except that on the Bid/Issue Closing Date, the Bids shall be accepted only between 10 a.m. and 1 p.m. (Indian Standard Time) or uploaded till such time as may be permitted by the BSE and NSE on the Bid/Issue Closing Date.

In case of revision in the Price Band, the Bidding/Issue Period will be extended for three additional working days after revision of Price Band. Any revision in the Price Band and the revised Bid/Issue Period, if applicable, will be widely disseminated by notification to the BSE and NSE, by issuing a press release, and also by indicating the change on the web site of the BRLM and at the terminals of the Syndicate.

UNDERTAKINGS BY OUR COMPANY

Our Company undertakes as follows:

- that the complaints received in respect of this Issue shall be attended to by us expeditiously;
- that all steps will be taken for the completion of the necessary formalities for listing and commencement of trading at all the Stock Exchanges where the Equity Shares are proposed to be listed within seven working days of finalisation of the basis of allotment;
- that the funds required for despatch of refund orders or allotment advice by registered post or speed post shall be made available to the Registrar to the Issue by us;
- that the refund orders or allotment advice to the successful Bidders shall be despatched within specified time; and
- that no further issue of Equity Shares shall be made till the Equity Shares offered through this Red Herring Prospectus are listed or until the Bid monies are refunded on account of non-listing, under-subscription etc.

UTILISATION OF ISSUE PROCEEDS

Our Board of Directors certify that:

- all monies received out of the Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 73 of the Companies Act; details of all monies utilised out of Issue shall be disclosed under an appropriate head in our balance sheet indicating the purpose for which such monies have been utilised;
- details of all unutilised monies out of the Issue, if any shall be disclosed under the appropriate head in the balance sheet indicating the form in which such unutilised monies have been invested;
- Our Company shall not have recourse to the Issue proceeds until the approval for trading of the Equity Shares from all the Stock Exchanges where listing is sought have been received. Pending utilization for the purposes described above, we intend to temporarily invest the funds in high quality, interest/dividend bearing liquid instruments including money market mutual funds, deposits with banks for the necessary duration. Such investments would be in accordance with investment policies approved by the Board from time to time.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy, 1991 of the Government of India and FEMA. While the Industrial Policy, 1991 prescribes the limits and the conditions subject to which foreign investment can be made in different sectors of the Indian economy, FEMA regulates the precise manner in which such investment may be made. Under the Industrial Policy, unless specifically restricted, foreign investment is freely permitted in all sectors of Indian economy up to any extent and without any prior approvals, but the foreign investor is required to follow certain prescribed procedures for making such investment. As per current foreign investment policies, foreign investment in the printing sector is permitted up to 100% of the total issued share capital under the automatic route The automatic route is not open and requires specific approval of FIPB in case the NRIs who have/had a previous financial/technical/trademark collaboration in an existing domestic company which is engaged in the same or allied activity in which our Company is engaged i.e. printing industry.

Our Company does not require approvals from FIPB or RBI for allotment of Equity Shares in this Issue to eligible NRIs, FIIs, foreign venture capital investors registered with SEBI and multilateral and bilateral development financial institutions. As per the RBI regulations, OCBs are not permitted to participate in the Issue.

Foreign Investment

Foreign investment in India is regulated by FEMA, the regulations framed by RBI and policy guidelines issued by the Ministry of Industry (through various Press Notes issued from time to time). Foreign investment in printing companies, is under the automatic route (i.e., prior approval of FIPB is not required).

Foreign investment by way of subscription to equity shares in the printing sector currently does not require the prior approval of the RBI (vide Press Note 8 of 2000) or the FIPB, except for a post subscription filing with the RBI in Form FC-GPR within 30 days from the issue of shares by our Company. The Government of India has indicated that in all cases where foreign direct investment is allowed on an automatic basis without FIPB approval, the RBI would continue to be the primary agency for the purposes of monitoring and regulating foreign investment.

Investment by Foreign Institutional Investors

FIIs including institutions such as pension funds, investment trusts, asset management companies, nominee companies and incorporated, institutional portfolio managers can invest in all the securities traded on the primary and secondary markets in India. FIIs are required to obtain an initial registration from the SEBI and a general permission from the RBI to engage in transactions regulated under FEMA. FIIs must also comply with the provisions of the SEBI (Foreign Institutional Investors) Regulations, 1995, as amended from time to time. The initial registration and the RBI's general permission together enable the registered FII to buy (subject to the ownership restrictions discussed below) and sell freely securities issued by Indian companies, to realise capital gains or investments made through the initial amount invested in India, to subscribe or renounce rights issues for shares, to appoint a domestic custodian for custody of investments held and to repatriate the capital, capital gains, dividends, income received by way of interest and any compensation received towards sale or renunciation of rights issues of shares.

Investment by Non-Resident Indians

A variety of special facilities for making investments in India in shares of Indian companies is available to individuals of Indian nationality or origin residing outside India ("NRIs"). These facilities permit NRIs to make portfolio investments in shares and other securities of Indian companies on a basis not generally available to other foreign investors. Under the portfolio investment scheme, NRIs are permitted to purchase and sell equity shares of our Company through a registered broker on the stock exchanges. The aggregate paid up value of shares purchased by all NRIs should not exceed 10% of paid up capital of our Company. However, this limit may be increased to 24% if our Company passes a special resolution to that effect in the general meeting of its members and shareholders.

In the case of NRIs under Portfolio Investment Scheme it is to be ensured that the paid up value of the shares purchased by an NRI on repatriable/non-repatriable basis under Portfolio Investment Scheme should not exceed 5% of the post-issue paid up share capital of our Company. NRI investment in foreign exchange is now fully repatriable whereas investments made in Indian Rupees through rupee accounts remains non-repatriable.

Ownership restrictions of FIIs

The total holding of all FIIs/sub-accounts of FIIs put together, in our Company is permitted up to 24% of the post-issue paid up share capital of our Company. However, the limit of 24% can be raised up to the permitted sectoral cap for that company after approval of our Board and special resolution passed at a general meeting of our Company. The offer of equity shares to a single FII should not exceed 10% of the post-issue paid-up capital of our Company. In respect of an FII investing in equity shares of a company on behalf of its sub-accounts, the investment on behalf of each sub-account shall not exceed 10% of the post-issue paid-up capital of our Company.

SECTION IX: DESCRIPTION OF EQUITY SHARES AND TERMS OF THE ARTICLES OF ASSOCIATION

Capitalised terms used in this section have the meaning that has been given to such terms in the Articles of Association of our Company

The regulations contained in Table 'A' of Schedule I to the Companies Act shall apply only in so far as the same are not provided for or are not inconsistent with these Articles and the regulations for the management of our Company and for observance of the members thereof and their representatives shall, subject to any exercise of the statutory powers of our Company with reference to repeal or alteration of or addition to, its regulations by Special Resolution, as prescribed by the Companies Act, be such as are contained in these Articles.

Pursuant to Schedule II of the Companies Act and the SEBI Guidelines, an abstract of the main provisions of the Articles of Association of our Company is set out below:

(i) PRELIMINARY

Title of Article	Article Number and contents
Table 'A' not to apply but company to be governed by these Articles	1. No regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956, shall apply to this Company, but the regulations Articles, for the management of our Company and for the observance of the members thereof and their representatives, shall subject to any exercise or the statutory powers of our Company with reference to the repeal or alteration of, or additional to, its regulation by Special Resolution, as prescribed by the said Companies Act, 1956, be such as are contained in these Articles.

(ii) ARTICLES RELATING TO POWERS OF M/s REPRO HOLDING

Under Article 2 of the Articles of Association of our Company which defines various terms used in our Company's Articles, "Repro Holding" has been defined to mean a partnership firm registered under the Indian Partnership Act. Repro Holding is one of our Promoters, and details regarding the same are provided on Page 85 of this Red Herring Prospectus under the sub-section titled "Promoters". Repro Holding is in the process of being registered as a private company limited by shares under the provisions of Chapter IX of the Companies Act.

Repro Holding has certain rights in relation to our Company under its Articles of Association. These include, *inter alia*, the right to the name "REPRO", power to appoint the Chairman and the Managing Director, etc. An abstract of the Articles regarding the rights of Repro Holding is as follows:

Title of Article	Article Number and contents
Power to appoint ex-officio Directors	116.
	Repro Holding shall as long as it holds not less than 10% of the total paid up share capital of our Company for the time being, be entitled by a notice in writing addressed to our Company by the Partner of Repro Holding to appoint such number of persons as shall, together with the Managing Director or Managing Directors not exceeding one-third of the total number of Directors for the time being of our Company, as Director or Directors of our Company and to remove such person or persons from office and on a vacancy being caused in such office from any cause whatsoever whether by resignation, retirement, death, removal or otherwise, of any such person or persons so appointed, to appoint another or others to fill such vacancy. An appointment or removal of the Director under this Article shall become effective forthwith upon receipt by our Company of the writing aforesaid. The directors so appointed by Repro Holding shall not be liable to retire at any General Meeting of our Company.

Title of Article	Article Number and contents
Quorum	148. Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher, provided that where at any time the number of interested Directors exceeds or is equal to two third of the total strength the number of the remaining Directors, that is to say, the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such meeting provided further that where the Board includes a Director or Directors appointed under Article 116 no quorum for meeting of the Board shall be constituted unless the Director referred to in Article 116 or his Alternate Director is present at such meeting.
Questions by Board how decided	152. Questions arising at any meeting of the Board of Directors or in resolution to be passed by circular shall be decided by a majority of votes and in the case of any equality of votes, the Chairman shall have a second or casting vote provided, however that no resolution (whether passed at meeting or by circular) shall be deemed to have been passed unless a Director appointed by Repro Holding under Article 116 or his Alternate Director designated by Repro Holding for the purpose of this Article has voted in favour of the Resolution.
Directors may appoint Committee	154. Subject to the restrictions contained in Section 292 of the Act of the Board may delegate any of their powers to one or more Committees of the Board consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part, and either as to persons or purposes; but every Committee of the Board so done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Provided that every such Committee shall have as one of its members the Director referred to in Article 152 or his alternate Director.
Meetings of Committee how to be governed	155. The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article provided that no resolution shall be deemed to have been passed by the Committee unless the Director referred to in the proviso to Article 154 or his Alternate Director has voted in favour of the Resolution.
Resolution by Circulation	156. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors or all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board, or a Committee, as the case may be), and to all other Directors or Members of the Committee at their usual address in India and has been approved by such of the Directors or Members as are then in India, or by a majority of such of them, as are entitled to vote on the resolution. The provisions of this Article shall be subject to the provision of Article 152.

Title of Article	Article Number and contents
Exclusive rights, title and interest to the name of Repro	157. Our Company acknowledges that Repro Holding has the exclusive right, title and interest to the name "Repro" and that our Company is using the same as part of its name only with the permission of Repro Holding. Our Company undertakes and agrees that it has been allowed to use and shall use "Repro" in its name only so long as Repro Holding and/or any of its wholly owned subsidiary companies own not less than 10% of the total issued Equity Shares of our Company.
	Repro Holding a firm existing under the laws of Indian Partnership Act and having its Office at A-2/206, Shah & Nahar Industrial Estate, Lower Parel, Bombay-400 013, and its successors, assigns and its parent company shall, upon Repro Holding and/or any of its subsidiary or parent company ceasing to hold at least 10% of the issued and paid up equity share capital of our Company, or 10% of the total voting power of the shareholders for the time being of our Company, for any reason whatsoever, be entitled by a written notice of our Company to call our Company to discontinue the use of the word "Repro" in any form or manner as a part of its corporate or trade name or trading or operating style, and to change its name in such manner as to delete the word "Repro" appearing in the name of our Company and our Company shall within ninety days from the date of receipt of such notice:- a) discontinue the use of the word "Repro" as part of its corporate or trade name or trading or operating style, and b) take all such steps as may be necessary, for the purpose of changing, its name or style as aforesaid. Any new corporate or trade name of trading or operating style which our Company may adopt thereafter shall not consist of any letter word or expression or letters words or deceptively similar to Repro. All shareholders of our Company shall be deemed to have undertaken to exercise their right as shareholders and specifically their voting rights in such manner as would enable our Company to comply with or implement the provisions of this clause and shall be deemed to have joined our Company on this basis. The Directors of our Company are authorised to enter into an Agreement with Repro Holding to the foregoing effect.
Right of Repro Holding to appoint Chairman	164. Repro Holding shall as long as it holds not less than 10% of the total paid up share capital of our Company for the time being, be entitled by a notice in writing addressed to our Company by the Partner of Repro Holding to appoint any Director as Chairman of the Board of Directors of our Company and to cancel such appointment and on a vacancy being caused in such office from any cause whatsoever whether by such cancellation or by resignation, retirement, death, removal or otherwise, of any such person so appointed, to appoint any Director to fill such vacancy. An appointment or cancellation of the Director under this Article shall become effective forthwith upon receipt by our Company of the writing aforesaid.
Right of Repro Holding to appoint Managing Director	165. Repro Holding shall as long as it holds not less than 10% of the total paid up capital of our Company for the time being, be entitled by a notice in writing addressed to our Company by the Partner of Repro Holding to appoint a Director appointed by its pursuant to the provisions of Articles 116 of the Article of Association as the Managing Director of our Company and to

	remove such person from office and on a vacancy being caused in such office from any cause whatsoever whether by resignation, retirement, death, removal or otherwise, of any such person so appointed, to appoint another to fill such vacancy. An appointment or removal of the Director under this Article shall become effective forthwith upon receipt by our Company of the writing aforesaid.

(iii) ARTICLES RELATING TO RIGHTS OF MEMBERS REGARDING VOTING, DIVIDEND, LIEN ON SHARES, PROCESS FOR MODIFICATION OF SUCH RIGHTS AND FORFEITURE OF SHARES

VOTE OF MEMBERS

Title of Article	Article Number and contents
Members in arrears not to vote	99. No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which, our Company has, and has exercised any right of lien.
Number of votes to which Member entitled	100. Subject to the provisions of the Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of our Company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such Meeting, and on a show of hands every Member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of our Company. Provided, however, if any preference shareholder be present at any Meeting of our Company, save as provided in clause (b) of sub-section (2) of Section 87, he shall have a right to vote only on resolutions placed before the Meeting which directly affect the rights attached to his preference shares.
Casting of votes by a Member entitled to more than one vote	101. On a poll taken at a meeting of our Company, a Member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
How Members of unsound mind and minors may vote by his committee or other legal guardian	102. A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote through his Committee or guardian, whether on a show of hands or upon a poll in respect of any shares registered in his name and any such committee or guardian may, on poll vote by proxy. If any Member be a minor the vote in respect of his share or shares shall be by his guardian, or any one of his guardian, if more than one, to be selected in case of dispute by the Chairman of the meeting.
Votes of joint-members	103. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the Meeting, and if more than one of such joint-holders be present at any Meeting, that one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares,

Title of Article	Article Number and contents
	but the other or others of the joint-holders shall entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.
Body Corporate as member	104. Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a Member may vote either by a proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member.
Votes in respect of shares of deceased and insolvent Members	105. Any person entitled under Article 62 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the Meeting or adjourned Meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.
Appointment of Proxy	106. Every proxy (whether a Member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or be signed by an officer or any attorney duly authorised by it, and any Committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the Meeting.
Proxy either for specified meeting or for a period	107. An instrument of proxy may appoint a proxy either for the purpose of a particular Meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every Meeting of our Company or of every Meeting to be held before a date specified in the instrument and every adjournment of any such Meeting.
Proxy to vote only on a poll	108. A member present by proxy shall be entitled to vote only on a poll.
Deposit of instrument of appointment	109. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the Registered Office (of our Company, further references to Registered Office shall mean the Registered Office of our Company) not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument or proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
Form of Proxy	110. Every instrument of proxy whether for a specified Meeting or otherwise shall as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
Validity of votes given by proxy notwithstanding death of Member	111. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the death

Title of Article	Article Number and contents
	of principal, or the transfer of the share in-respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the Registered Office before the meeting.
Time for objections of votes	112. No objection shall be made to the validity of any vote, except at any Meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll whatsoever.
Chairman of the Meeting to be the judge of validity of any vote	113. The Chairman of any Meeting shall be the sole judge of the validity of every vote tendered at such Meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

DIVIDENDS

Title of Article	Article Number and contents
Division of profits	168. The profits of our Company, subject to any special right relating thereof created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be divisible among the members in proportion to the amount of capital paid up or credited as paid up and to the period during the year for which the capital is paid-up on the shares held by them respectively.
Our Company in General Meeting may declare a dividend	169. Our Company in General Meeting may declare dividends to be paid to Members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but our Company in General Meeting may declare a smaller dividend.
Dividends only to be paid out of profits	170. No dividend shall be declared or paid otherwise by our Company for any financial year out of profits for the year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act except after the transfer to the reserves of our Company of such percentage of its profits for the year as may be prescribed (or such higher percentage as may be permitted by law) or out of the profits of our Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both provided that : (a) if our Company has not provided for depreciation for any previous financial year or years shall before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years; (b) if our Company has incurred any loss in any previous financial year or years the amount of loss or any amount which is equal to the amount provided for depreciation for that year or these years whichever is less shall be set off against the profits of our Company for the years for which the dividend is provided to be declared or paid or against the profits of our Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Sub-section (2) of Section 205 of the Act or against both.

Title of Article	Article Number and contents
Interim dividend	171. The Board may, from time to time, pay to the Members such interim dividend as in their judgement the position of our Company justifies.
Capital paid up in advance and interest not to earn dividend	172. Where capital is paid in advance of calls, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.
Dividends in proportion to amount paid up	173. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
Retention of dividends until completion of transfer under Article 63	174. The Board may retain dividends payable upon shares in respect of which any person is, under Article 63 entitled to become a Member, or which any person under that Article is entitled to transfer, until such person shall become a Member, in respect of such shares or share duly transfer the same.
Dividend etc. to joint holders	175. Any one of several persons who are registered as the joint-holder of any share may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares.
No member to receive dividend whilst indebted to our Company and Company's right of reimbursement thereof	176. No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money be due or owing from him to our Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons, and the Board may deduct from the interest or dividend payable to any Member all sums of moneys so due from him to our Company.
Transfer of shares must be registered	177. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
Dividends how remitted	178. Unless otherwise directed any dividend may be paid by cheque or warrant or by a payslip or receipt having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of joint-holders to that one of them first named in the Register in respect of the joint holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Our Company shall not be liable or responsible for any cheque or warrant or payslip or receipt lost in transmission, or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any payslip or receipt or the fraudulent recovery of the dividend by any other means.
Unclaimed dividend	179. a) If our Company has declared a dividend but which has not been paid or a dividend warrant in respect thereof has not been paid within 42 days from the date of declaration to any shareholders entitled to the payment of the dividend our Company shall within 7 days from the date of the expiry of the said period of 42 days open a special account in that behalf in any Scheduled bank called "the unpaid dividend account of Repro India Limited."

Title of Article	Article Number and contents
	b) Any money transferred to the unpaid dividend account of our Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by our Company to the Investor Education and Protection Fund of the Central Government. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due. c) No unclaimed or unpaid dividend shall be forfeited by the Board.
No interest on dividends	180. No unpaid dividend shall bear interest as against our Company.
Dividend and call together	181. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the Members of such amount as the meeting fixes but so that the call each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between our Company and the Member, be set off against the calls.
Capitalisation	182. a) Our Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of our Company standing to the credit of the Reserve Fund, or any Capital Redemption Reserve Account, or in the hands of our Company and available for dividend for representing premium received on the issue of shares and standing to the credit of the Share Premium Account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par of at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of our Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum, provided that a Share Premium Account and a Capital Redemption Reserve Account may, for the purposes of this Article only be applied in the paying of any unissued shares to be issued to members of our Company as fully paid bonus shares. b) A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of our Company, or in investments representing the same, or any other undistributed profit of our Company not subject to charge for income tax be distributed among the members on the footing that they receive the same as capital. c) For the purpose of giving effect of any resolution under the preceding paragraphs of this Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that such cash payments shall be made to any members upon the footing of the value so fixed or that fraction of less value than Rs. 10/- may be disregarded in order to

Title of Article	Article Number and contents
	adjust the rights of all parties, any may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Companies Act, 1956, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

LIEN

Title of Article	Article Number and contents
Company to have lien on shares	39. Our Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares, and no equitable interest in any shares shall be created except upon the footing and upon the condition that Article 22 hereof is to have full effect. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of our Company's lien, if any, on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.
As to enforcing lien by sale	40. For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such share and may authorise one of their Member to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member or his representatives and default shall have been made by him on them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.
Application of proceeds of sale	41. The net proceeds of any such sale shall be received by our Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale.

FORFEITURE OF SHARES

Title of Article	Article Number and contents
If money payable on shares not paid notice to be given to Members	42. If any Member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by our Company by reason of such non-payment.

Title of Article	Article Number and contents
Form of notice	43. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest thereon at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.
In default of payment, shares to be forfeited	44. If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share not actually paid before the forfeiture.
Notice of forfeiture to a Member	45. When any share shall have been so forfeited a notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be in any manner invalidated by any commission or neglect to give such notice or to make any such entry as aforesaid.
Forfeited share to be property of our Company and may be sold etc.	46. Any share so forfeited shall be deemed to be the property of our Company and may be sold, reallotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
Member still liable to pay money owing at time of forfeiture and interest	47. Any member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to our Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment at such rate as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
Effect of forfeiture	48. The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demand against our Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
Evidence of forfeiture	49. A declaration in writing that the declarant is a Director or Secretary of our Company and that a share in our Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.
Validity of sale under Article 40 and 46	50. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the Purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against our Company exclusively.

Title of Article	Article Number and contents
Cancellation of share certificates in respect of forfeited shares	51. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of relative shares shall (unless the same shall on demand by our Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate in respect of the said shares to the person or persons entitled thereto.
Power to Annul forfeiture	52. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it think fit.

MODIFICATION OF RIGHTS

Title of Article	Article Number and contents
Modification of rights	10. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act be varied, modified, commuted, affected or abrogated, or dealt with by Agreement between our Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by holders of at least three fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class.

(iv) OTHER PROVISIONS OF ARTICLES OF ASSOCIATION

CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

Title of Article	Article Number and contents
Amount of Capital	3. The Authorised Share Capital of our Company is Rs. 25,00,00,000/-(Rupees Twenty Five Crores only) divided into 2,50,00,000 (Two Crores Fifty Lakhs) Equity Shares of Rs.10/- (Rupees Ten Only) each. with power to increase or reduce the share capital from time to time in accordance with the regulations of our Company and the legislative provisions for the time being in force in this behalf and with the power to divide the Shares in the Capital for the time being into Equity Share Capital and to attach thereto respectively preferential, deferred, qualified or special rights, privileges or conditions.
Increase of capital by our Company, and how carried into effect	4. Our Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amount as the resolution shall prescribe. Subject to the provisions of the Act, any share of the original or increase capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors shall determine; and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of our Company, and with a right of voting at general meeting of our Company in conformity with Section 87 and 88 of the Act. Whenever the capital of our Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

Title of Article	Article Number and contents
New Capital same as existing capital	5. Except so far as otherwise provided by the same conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmissions, voting and otherwise.
Reduction of Capital	8. Our Company may (subject to the provisions of Section 78, 80 and 100 to 105 inclusive, of the Act) from time to time by Special Resolution, reduce its share capital and any capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorised by law and in particular capital may be paid off on the footing that it may called upon again or otherwise. The article is not to derogate from any power our Company would have if it were omitted.
Sub-division Consolidation and Cancellation of Shares	9. Subject to the provisions of Section 94 of the Act our Company in General Meeting may, from time to time, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine, that, as between the holder of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other. Subject as aforesaid our Company in General Meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

SHARES, CERTIFICATES AND DEMATERIALISATION

Title of Article	Article Number and contents
Register and Index of Members	11. Our Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act. Our Company shall be entitled to keep in any State or country outside India a Branch Register of Members resident in that State or Country. (a) Notwithstanding anything herein contained a person whose name is at any time entered, in the Register of Members of our Company as the holders of a share in our Company, but who does not hold the beneficial interest in such share, shall, within such time and in such form as may be prescribed, make a declaration to our Company specifying the name and other particulars of the person or persons, who hold the beneficial interest in such share in the manner provided in Section 187-C of the Act; (b) A person who holds a beneficial interest in a share or a class of shares of our Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to our Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of our Company and such other particulars as may be prescribed as provided in Section 187-C of the Act;

Title of Article	Article Number and contents
	(c) Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such change, make a declaration to our Company in such form and containing such particulars as may be prescribed as provided in Section 187-C of the Act; (d) Notwithstanding anything herein contained in Section 153 of the Act and Sub-Article (a), (b), (c) above, where any declaration referred to above is made to our Company, our Company shall make a note of such declaration, in the Register of Members and file within the time prescribed from the date of receipt of the declaration a return in the prescribed form with the registrar with regard to such declaration.
Share to be numbered progressively and no share to be sub-divided	12. The shares in the capital shall be numbered progressively according to their several denominations and except in the manner divided hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
Further Issue of Capital	13. (a) Subject to the provisions of the Act where at any time after the expiry of two years from the formation of our Company or the expiry of one year from the allotment of shares made for the first time after its formation whichever is earlier, it is proposed to increase the subscribed capital of our Company by allotment of further shares, whether out of unissued share capital or out of increased share capital, then such further shares shall be offered to the persons who at the date of the offer, are holders of the equity share of our Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at the date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to our Company. (b) Notwithstanding anything contained in the preceding sub-clause our Company may:- i) by a special resolution; or ii) where no such special resolution is passed, if the votes cast (whether on a show of hands, or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to our Company, offer further shares to any person or may not include the person who at the date of the offer, are the holders of the equity shares of our Company.

Title of Article	Article Number and contents
	(c) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to Section 81(3) of the Act, our Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by our Company to convert such debenture or loans into shares, or to subscribed for shares in our Company. PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term: (a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by the Government in this behalf, and (b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by our Company in General Meeting before the issue of the debentures or raising of the loans.
Shares under control of Directors	14. Subject to the provisions of these Articles and of the Act, the shares (including any shares forming part of any increased capital of our Company) shall be under the control of the Directors; who may allot or otherwise dispose of the same to such persons in such proportion on such terms and conditions and at such times as the Directors think fit and subject to the sanction of our Company in General Meeting with full power, to give any person the option to call for or be allotted shares of any class of our Company either (subject to the provisions of Sections 78 and 79 of the Act) at premium or at par or a discount and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 75 of the Act.
Power also to Company in General Meeting to issue shares	15. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 13 and 14 our Company in General Meeting may, subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of our Company) shall be offered to such person (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount as such General Meeting shall determine and with full power to give any person (whether a member or not) the option to call for or buy allotted shares of any class of our Company either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or our Company in General Meeting may make any other provision whatsoever for the issue, allotment, or disposal of any shares.
Acceptance of shares	16. Any application signed by or on behalf of an applicant for shares in our Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purpose of these Articles, be a Member.

Title of Article	Article Number and contents
Deposit and call etc. to be a debt payable immediately	17. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by our Company from the allottee thereof, and shall be paid by him accordingly.
Liability of Members	18. Every Members, or his heirs, executors, or administrator shall pay to our Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with our Company's regulations, require or fix for the payment thereof.
Dematerialisation of Securities	18 (A) Definitions
Beneficial Owner	"Beneficial Owner" means a person whose name is recorded as such with a depository.
SEBI	"SEBI" means the Securities and Exchange Board of India.
Bye-Laws	"Bye-Laws" mean bye-laws made by a depository under Section 26 of the Depositories Act, 1996;
Depositories Act	"Depositories Act" means the Depositories Act, 1996 including any statutory modifications or re-enactment thereof for the time being in force;
Depository	"Depository" means a company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992;
Record	"Record" includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the regulations made by SEBI;
Regulations	"Regulations" mean the regulations made by SEBI;
Security	"Security" means such security as may be specified by SEBI.
Dematerialisation of Securities	18(B) Either on our Company or on the investor exercising an option to hold his securities with a depository in a dematerialised form, our Company shall enter into an agreement with the depository to enable the investor to dematerialise the securities, in which event the rights and obligations of the parties concerned shall be governed by the Depositories Act.
Options To Receive Security Certificates Or Hold Securities With Depository	18(C) Every person subscribing to securities offered by our Company shall have the option to receive the security certificates or hold securities with a depository; Where a person opts to hold a security with a depository, our Company shall intimate such depository the details of allotment of the security, and on receipt of such information the depository shall enter in its record the name of the allotted as the beneficial owner of that security.

Title of Article	Article Number and contents
Securities In Depositories To Be In Fungible Form	18(D) All securities held by a depository shall be dematerialised and shall be in a fungible form; Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.
Rights of Depositories and Beneficial Owners	18(E) (1) Notwithstanding anything to the contrary contained in the Articles, a depository shall be deemed to be a registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner; (2) Save as otherwise provided in (1) above, the depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it; (3) Every person holding equity share capital of our Company and whose name is entered as beneficial owner in the records of the depository shall be deemed to be a member of our Company. The beneficial owner shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of the securities held by a depository.
Depository to Furnish Information	18(F) Every depository shall furnish to our Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-laws and our Company in that behalf.
Option to Opt Out in Respect of Any Security	18(G) If a beneficial owner seeks to opt out of a depository in respect of any security, the beneficial owner shall inform the depository accordingly. The depository shall on receipt of information as above make appropriate entries in its records and shall inform our Company. Our Company shall, within thirty (30) days of the receipt of intimation from the depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.
Sections 83 and 108 of The Act not to apply	18(H) Notwithstanding anything to the contrary contained in the Articles: (1) Section 83 of the Act shall not apply to the shares held with a depository; (2) Section 108 of the Act shall not apply to transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a depository.
Register and Index of Beneficial Owners	18 (I) The Register and Index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, shall be deemed to be an Index of Members and Registers and Index of Debentureholders as the case may be for the purposes of the Act.
The first name of joint-holders deemed sole holder	21. If any share stand in the names of two or more persons, the person first named in the Register of Members shall as regards receipt of dividends or bonus or service of notices and all or any other manner connected with Company, except voting at meetings, and the transfer of the shares, be deemed the sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share and for all incidents thereof according to our Company's regulations.

Title of Article	Article Number and contents
Company not bound to recognise any interest in share other than that of registered holder	22. Except as ordered by a Court of competent jurisdiction or as by law required, our Company shall not be bound to recognise any equitable contingent, further or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof, but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

CALLS

Title of Article	Article Number and contents
Directors may make calls	27. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons and at all times and places appointed by the Board. A call may be made payable by installments.

TRANSFER AND TRANSMISSION OF SHARES

Title of Article	Article Number and contents
Directors may refuse to register transfers	57. Subject to the provisions of the Act or any other statutory modification thereof for the time being in force, the Directors, may at their own and absolute and uncontrolled discretion decline to register or acknowledge any transfer of shares and in particular may so decline in which our Company has a lien upon the shares or any of them or whilst any moneys in respect of the shares desired to be transferred or any of them remain unpaid or unless the registration or Transfer is approved by the Board of the Directors and such refusal shall not be affected by the fact that the proposed transferee is already a member. The registration of a transfer shall be conclusive evidence of the approval by the Directors of the transfer. Registration of a transfer shall not be refused on the grounds of the transfer being either alone or jointly with any other person or persons indebted to our Company on any account whatsoever except in lien on shares.
No transfer to minor, insolvent etc.	61. No share which is partly paid-up or on which any sum of money is due shall in any circumstances be transferred to any minor, insolvent or person of unsound mind.
Registration of persons entitled to share otherwise than transfer	62. Subject to the provisions of the Act and Articles 59 and 60, any person becoming entitled to share in consequence of the death, lunacy, bankruptcy insolvency of any Member or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the share or elect to have some person nominated by him and approved by the Board registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered as a holder, he shall execute an Instrument of Transfer in accordance with the provisions herein contained, and until he does so, he shall not be freed from any liability in respect of the shares. This clause is hereinafter referred to as the "transmission clause".

Title of Article	Article Number and contents
Company not liable for disregard of a notice prohibiting registration of a transfer	65. Our Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that our Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of our Company, and our Company shall not be bound to be required to regard or attend to give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of our Company, but our Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

BORROWING POWERS

Title of Article	Article Number and contents
Power to borrow	67. Subject to the provisions of Sections 58A, 292 and 293 of the Act the Board may, from time to time at its discretion by a resolution passed at a meeting of the Board, accept deposit from members either in advance of calls or otherwise and generally raise or borrow or secure the repayment of any sum or sums of money for the purposes of our Company. Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from our Company's bankers in the ordinary course of the business) exceed the aggregate of the paid up capital of our Company and its free reserves (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of our Company in General Meeting.
Payment or repayment of moneys borrowed	68. Subject to the provisions of Article 67 hereof, the payment or repayment of moneys as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Special Resolution shall prescribe including by the issue of debentures or debenture-stock of our Company, charged upon all or any part of the property of our Company (both present and future), including its uncalled capital for the time being and debentures, debenture-stock and other securities may be made assignable free from any equities between our Company and the person to whom the same may be issued.
Terms of issue of Debentures	69. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of our Company in general meeting accorded by a Special Resolution.

SHARE WARRANTS

Title of Article	Article Number and contents
Power to issue share warrants	72. Our Company may issue share warrants subject to, and in accordance with, the provisions of Sections 114 and 115 of the Act and accordingly the Board may in its discretion, with respect to any share which is fully paid, upon application in writing, signed by the person registered as holder of the share, from time to time, require as to identity of the person signing the application, on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

DIRECTORS

Title of Article	Article Number and contents
Power to appoint Nominee Director	117. Whenever directors enter into a contract with Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer'') for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to our Company, one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may appoint another or others in his or their place also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of our Company including payment of remuneration and travelling expenses to such Director or Directors as may be agreed by our Company with the appointer.
Provisions regarding Nominee Directors – appointment, remuneration, powers etc.	118. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by our Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), the Industrial Credit and Investment Corporation of India Limited (ICICI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), The Orient Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UI) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation"), out of any loans/debenture assistance granted by them to our Company or so long as the Corporation holds or continues to hold Debentures/Shares in our

Title of Article	Article Number and contents
	Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of our Company arising out of any Guarantee furnished by the Corporation on behalf of our Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole time or non-wholetime, (which Director or Directors, is/are hereinafter referred to as “Nominee Director/s”) on the Board of our Company and to remove from such office any person or persons so appointed and to appoint any person or person in his or their place/s. The Board of Directors of our Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in our Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Our Company agrees that if the Board of Directors of our Company has constituted or proposes to constitute any management committee or other committee(s) it shall, if so required by the Corporation include the Nominee Director as a member of such management committee or other committee(s). Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any Directors of our Company. The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by our Company to the Corporation or so long as the Corporation holds or continues to hold Debentures/Shares in our Company as a result of underwriting or by direct subscription or private placement or the liability of our Company arising out of the guarantee is outstanding, the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by our Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures/Shares in our Company or on the satisfaction of the liability of our Company arising out of the guarantee furnished by the Corporation. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are member/s also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes. The Nominee Director/s shall be entitled to the same sitting fees, commission, remuneration and expenses as are applicable to other Directors of our Company. Our Company shall pay the sitting fees and other expenses to the Nominee Director/s directly, but the commission, remuneration or other monies and fees to which the Nominee Director/s is entitled shall accrue due to the Corporation and shall accordingly be paid by our Company directly to the Corporation. Provided that if any such Nominee Director/s is an officer of the Corporation the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by our Company directly to the Corporation.

Title of Article	Article Number and contents
	Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by our Company to the Corporation or, as the case may be, to such Nominee Director/s. Provided also that in the event of Nominee Director/s being appointed as whole-time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a whole-time Director in the management of the affairs of our Company. Such whole-time Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.
Debenture Directors	119. If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of our Company, that any person or persons shall have power to nominate a Director of our Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.
Appointment of Alternate Director	120. The Board may appoint an Alternate Director recommended for such appointment by the Director (hereinafter called the original Director) in whose place is being appointed during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to that State. If the term of office of the original Director is determined before he so returns to that State, any provisions in the Act or in these Articles for the automatic reappointment of retiring Director in default of another appointment shall apply to the original Director and not to the Alternate Director.
Directors' power to add to the Board	121. a) Subject to the provisions of Section 260 of the Act, the Board shall have power at any time and from time to time appoint any other qualified person to be an Additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 115. Any such Additional Director shall hold office only up to the next Annual General Meeting. b) Subject to the provisions of Sections 262, 264 and 284 of the Act the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only upto the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Title of Article	Article Number and contents
Qualification of Directors	122. A Director shall not be required to hold any share qualification.
Remuneration of Directors	123. 1. Subject to the provisions of the Act, a Managing Director or Directors, who is in the whole-time employment of our Company may be paid remuneration either by way of monthly payment or at specified percentage of the net profits of our Company or partly by one way and partly by the other. 2. Subject to the provisions of the Act, a Director who is neither in the whole time employment nor a Managing Director may be paid remuneration either; i) by way of monthly, quarterly or annual payment with the approval of the Central Government; or ii) by way of Commission if our Company by a special resolution authorised such payment. 3. The fee payable to a Director for attending a meeting of the Board or Committee thereof shall be decided by the Board from time to time.
Director may be director of companies promoted by our Company	132. A Director may be or become a Director of any company promoted by our Company, or in which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefit received as Director or shareholder of such Company except in so far Section 309(6) or Section 314 of the Act may be applicable.
Retirement and rotation of Directors	133. At every Annual General Meeting of our Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from Office. The non-retiring Directors and Debenture Directors, if any, shall not be subject to retirement under this clause and shall not be taken into account in determining the rotation of retirement or the number of Directors to retire.
Eligibility for re-election	135. A retiring Director shall be eligible for re-election.
Company may increase or reduce the number of Directors	138. Subject to Section 258 of the Act our Company may by Ordinary Resolution from time to time, increase or reduce the number of Directors within the limits fixed in that behalf by these Articles, and may alter their qualifications and our Company may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed should hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.
Managing Director and his remuneration	142. Subject to the superintendence, direction, control of the Board, the Managing Director, shall have the Management of the affairs of our Company. The remuneration of the Managing Director shall be such as may be determined by the Board from time to time and may be by way of monthly payment, fee for each meeting or participation in profits or by any or all these modes or any other mode not expressly prohibited by the Act.

Title of Article	Article Number and contents
Special Position of Managing Director	145. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, in accordance with Article 133 if he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

Title of Article	Article Number and contents
Powers of Board	153. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions which by or under the Act or the Articles of our Company are for the time being vested in or exercisable by the Board generally.
Acts of Board or Committee valid notwithstanding any defect in appointment	158. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to our Company to be invalid or to have terminated.
Power of Directors	160. The Board may exercise all such powers of our Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of our Company required to be exercised by our Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulations being not inconsistent with the aforesaid regulations, as may be prescribed by our Company in General Meeting but no regulation made by our Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Provided that the Board shall not, except with the consent of our Company in General Meeting:- (a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of our Company, or where our Company owns more than one undertaking of the whole, or substantially the whole, of any such undertaking; (b) remit, or give time for the repayment of, any debut due by a Director; (c) invest otherwise than in trust securities the amount of compensation received by our Company in respect of the compulsory acquisition or any such undertaking as is referred to in clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

Title of Article	Article Number and contents
	(d) borrow moneys where the moneys to be borrowed together with the moneys already borrowed by our Company (apart from temporary loans obtained from our Company's bankers in the ordinary course of business), will exceed the aggregate of the paid-up capital of our Company and its free reserves that is to say, reserves not set apart for any specific purpose; Provided further that the powers specified in Section 292 of the Act shall subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or (e) contribute to charitable and other funds not directly relating to the business of our Company or the welfare of its employees, any amounts the aggregate of which will, in any financial year, exceed fifty thousand rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately preceding whichever is greater.
Certain Powers of the Board	161. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power : (1) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of our Company. (2) To pay and charge to the capital account of our Company commission or interest lawfully payable thereon under the provisions of Sections 76 and 208 of the Act. (3) Subject to Sections 293 and 360 of the Act to purchase or otherwise acquire for our Company any property, right or privileges which our Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfied. (4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to our Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages, or otherwise securities of our Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of our Company and its uncalled capital or not so charged. (5) To secure the fulfillment of any contracts or engagement entered into by our Company by mortgage or charge of all or any of the property of our Company and its uncalled capital for the time being or in such manner as they may think fit.

Title of Article	Article Number and contents
	(6) To accept from any Member, as far as may be permissible by law to a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed. (7) To appoint any person to accept and hold in trust for our Company any property belonging to our Company, in which it is interested, or for any other purpose and to execute and do all such deeds and things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees. (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against our Company or its officers or otherwise concerning the affairs of our Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against our Company and to refer any differences to arbitration and observe and perform any awards made thereon. (9) To act on behalf of our Company in all matters relating to bankrupts and insolvents. (10) To make and give receipts, releases and other discharges for moneys payable to our Company and for the claims and demands of our Company. (11) Subject to the provisions of Sections 292, 295, 370 and 372 of the Act, to invest and deal with any moneys of our Company not immediately required for the purpose thereof upon such security (not being shares of this Company), or without security and in such manner as they may think fit and from time to time vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in our Company's own name. (12) To execute in the name and on behalf of our Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of our Company, such mortgages of our Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon. (13) To determine from time to time who shall be entitled to sign, on our Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary for such purpose. (14) To distribute by way of bonus amongst the staff of our Company a share or shares in the profits of our Company and to give to any office or other person employed by our Company a commission on the profits of any particular business or transaction, and to charge such bonus or commission a part of the working expenses of our Company.

Title of Article	Article Number and contents
	(15) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of our Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building houses, dwelling or chawls, or by grants of moneys pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and to subscribe or contribute or otherwise to assist or to guarantee any charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by our Company, either by reason of locality of operation, or of public and general utility or otherwise. (16) Before recommending any dividend, to set aside out of the profits of our Company such sums as they may think proper for depreciation or to depreciation fund, or to an insurance fund, or as Reserve Fund or any special fund to meet contingencies or to repay debentures or debenture stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of our Company and for such other purposes (including the purpose referred to in the preceding clause), as the Board may in their absolute discretion, think conducive to the interest of our Company and subject to Section 292 of the Act, to invest several sums so set aside or so much thereof as required to be invested, upon such investments (other than shares of our Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any such part thereof for the benefit of our Company, in such a manner and for such purposes as the Board in their absolute discretion, think conducive to the interest of our Company notwithstanding that the matters to which the Board apply or upon which they expend the same or any part thereof, may be matters to or upon which the capital moneys of our Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Board may think fit with full power to transfer the whole or any portion of Reserve Fund or division of a Reserve Fund and with full power to employ assets constituting all or any of the above funds, including the depreciation fund, in the business of our Company or in the purchase or repayment of debentures or debenture stock, and without being bound to pay interest on the same with power however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper. (17) To appoint, and at their discretion, remove or suspend, such general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties, and fix their salaries or emoluments or remuneration, and to require

Title of Article	Article Number and contents
	security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of our Company in any specified locality in India or elsewhere in such manner as they think and the provisions contained in the four next following sub-clauses shall be without prejudice to the general conferred by this sub-clause. (18) From time to time and at any time to establish any local Board for managing any of the affairs of our Company in any specified locality in India or elsewhere and to appoint any person to be members of such local Boards, and to fix their remuneration. (19) Subject to Section 292 of the Act, from time to time and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrow money, and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such terms and subject to such conditions as the Board may think fit, and Board may at any time remove any person so appointed, and may annul or vary any such delegation. (20) At any time and from time to time by Power of Attorney under the Seal of our Company, to appoint any person or person to be the Attorney or Attorneys of our Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and subject to the provisions of Section 292 of the Act) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of any company, or the shareholders, Directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and such Power of Attorney may contain such Powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers authorities and discretions for the time being vested in them. (21) Subject to Sections 294 and 297 of the Act, for or in relation to any of the matters aforesaid or, otherwise for the purposes of our Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of our Company as they may consider expedient. (22) From time to time to make, vary and repeal by laws for the regulations of the business of our Company, its officers and servants.

ACCOUNTS

Title of Article	Article Number and contents
Directors to have power to amend the audited accounts which have been laid before our Company in General Meeting	186. The Directors shall, if they consider it to be necessary and in the interest of our Company, be entitled to amend the Audited Accounts of our Company of any financial year which have been laid before our Company in General Meeting. The amendments to the Accounts effected by the Directors in pursuance of this Article shall be placed before the Members in General Meeting for their consideration and approval.

DOCUMENTS AND NOTICE

Title of Article	Article Number and contents
Members bound by documents or notices served on or given to previous holders	195. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.

SECTION X: OTHER INFORMATION

MATERIAL CONTRACTS AND DOCUMENTS FOR INSPECTION

The following Contracts (not being contracts entered into in the ordinary course of business carried on by our Company or entered into more than two years before the date of this Red Herring Prospectus) which are or may be deemed material have been entered or to be entered into by our Company. These Contracts, copies of which have been attached to the copy of this Red Herring Prospectus, delivered to the Registrar of Companies, Maharashtra at Mumbai for registration and also the documents for inspection referred to hereunder, may be inspected at the corporate office of our Company situated at Marathe Udyog Bhawan, 2nd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 from 10.00 am to 4.00 pm on working days from the date of this Red Herring Prospectus until the Bid/Issue Closing Date.

Material Contracts

1. Letter of appointment dated September 15, 2005 to Enam Financial Consultants Private Limited from our Company appointing them as the BRLM.
2. Memorandum of Understanding dated September 16, 2005 amongst our Company and BRLM.
3. Letter of appointment dated September 14, 2005 to Intime Spectrum Registry Limited from our Company appointing them as the Registrar to the Issue.
4. Memorandum of Understanding dated September 15, 2005 amongst our Company and Registrar to the Issue.
5. Escrow Agreement dated November 7, 2005 between the Company, the BRLM, the Escrow Banks, and the Registrar to the Issue.
6. Syndicate Agreement dated November 7, 2005 between the Company, the BRLM and the other Members of the Syndicate.
7. Underwriting Agreement dated [●], 2005 between the Company, the BRLM and other Underwriters.
8. Appointment Letter dated September 1, 2005 of M/s. Crawford Bayley & Co. as the Legal Advisers to the Issue.
9. Appointment Letter dated September 15, 2005 of M/s. ANS Law Associates as the Legal Advisers to the Underwriters

Material Documents

1. Our Memorandum and Articles of Association as amended from time to time.
2. Shareholders' resolutions in relation to this Issue and other related matters such as appointment of statutory auditors, formation and revision of Audit, Remuneration and other committees.
3. Resolutions of the Board of Directors dated September 15, 2005 and of the IPO Committee dated November 7, 2005.
4. Present terms of employment and remuneration between Repro and our Directors fixed by way of Board meetings and approved by the Shareholders.
5. Report of the statutory auditors, M/s RSM & Co. dated October 28, 2005 for Restated Financial Statements as per Indian GAAP of Repro India Limited for the years ended March 31, 2005, March 31, 2004, March 31, 2003, March 31, 2002 and March 31, 2001, and for six months period ended September 30, 2005.
6. Copies of annual reports of our Company for the years ended March 31, 2001, 2002, 2003, 2004 and 2005.
7. Consents of Statutory Auditors, Bankers to our Company, BRLM, Syndicate Members, Registrar to the Issue, Banker to the Issue, Legal counsel to our Issue and Underwriters, Directors of our Company, Company Secretary and Compliance Officer, as referred to, in their respective capacities.
8. Initial listing applications dated September 19, 2005 and September 19, 2005 filed with BSE and NSE respectively.
9. In-principle listing approval dated October 11, 2005 and October 20, 2005 from BSE and NSE respectively.
10. Tripartite Agreement between NSDL, our Company and the Registrar to the Issue dated October 27, 2005.
11. Tripartite Agreement between CDSL, our Company and the Registrar to the Issue dated October 7, 2005.
12. Due diligence certificate dated September 16, 2005 to SEBI from Enam Financial Consultants Private Limited.
13. SEBI observation letter No. CFD/DIL/ISSUE/PB/PR/52293/2005 dated October 21, 2005.

Any of the contracts or documents mentioned in this Red Herring Prospectus may be amended or modified at any time if so required in the interest of our Company or if required by the other parties, without reference to the Shareholders subject to compliance of the provisions contained in the Companies Act and other relevant statutes.

DECLARATION

All the relevant provisions of the Companies Act, 1956, and the guidelines issued by the Government of India or the guidelines issued by Securities and Exchange Board of India, as the case may be, have been complied with and no statement made in this Red Herring Prospectus is contrary to the provisions of the Companies Act, 1956, the Securities and Exchange Board of India Act, 1992 or the rules made thereunder or guidelines issued, as the case may be. Our Company further certifies that all the statements in this Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTORS OF OUR COMPANY

Mr. Vinod Inderjit Vohra

Mr. Sanjeev Inderjit Vohra

Mr. Rajeev Inderjit Vohra

Mr. Dushyant Rajnikant Mehta

Mr. Mukesh Rajnikant Dhruve

Mr. Alyque Jay Padamsee

Dr. J. J. Irani

Mr. Nassereddin Mukhtar Munjee (Nasser Munjee)

Mr. Ullal R. Bhat

Mr. Sanjay Khatau Asher

Date: November 7, 2005

Place: Mumbai

SIGNED BY THE CHAIRMAN

Mr. Vinod Inderjit Vohra

Date: November 7, 2005
Place: Mumbai

SIGNED BY MANAGING DIRECTOR

Mr. Sanjeev Inderjit Vohra

Date: November 7, 2005
Place: Mumbai

SIGNED BY THE CHIEF FINANCIAL OFFICER

Mr. Mukesh Rajnikant Dhruve

Date: November 7, 2005
Place: Mumbai