DRAFT RED HERRING PROSPECTUS
Please read Section 60B of the Companies Act, 1956
100% Book Built Issue

RAMA MEDICARES LIMITED

[Incorporated as a Private Limited Company on April 21, 1995 under the Companies Act, 1956 as Rama Medicares Private Limited vide Certificate of Incorporation issued by the Registrar of Companies, Uttar Pradesh. The name of the Company was changed to Rama Medicares Limited upon conversion into Public Limited Company and received a fresh Certificate of Incorporation from Registrar of Companies, Uttar Pradesh & Uttarakhand, Kanpur dated January 17, 2003]

Registered Office: *117/K-137, Sarvodaya Nagar, Kanpur - 208005, Uttar Pradesh*

Tel.: *+91-512-2584225/2584226;* ***Fax:*** *+91-512-2585041;* ***E-mail:*** *ipo@ramamedicare.com;* ***Website:*** *www.ramamedicare.com*

Contact Person: *Ms. Nidhi Agarwal, Company Secretary and Compliance Officer*

PUBLIC ISSUE OF [●] EQUITY SHARES OF RS. 10/- EACH ("EQUITY SHARES") OF RAMA MEDICARES LIMITED (THE "COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF RS. [●] PER EQUITY SHARE (INCLUDING SHARE PREMIUM OF RS. [●] PER EQUITY SHARE), AGGREGATING TO RS. 8500.00 LACS (THE "ISSUE"). THE ISSUE WOULD CONSTITUTE [●] % OF THE POST ISSUE PAID–UP CAPITAL OF THE COMPANY.

The Company is considering a Pre-IPO placement of upto 15,00,000 equity shares aggregating around Rs. 1500.00 lacs with certain investors, prior to the completion of the issue. In such a case the issue size offered to the public would be reduced to the extent of such pre-ipo placement, subject to a minimum issue size of 25% of the post issue capital being offered to the public

PRICE BAND: RS. [●] TO RS. [●] PER EQUITY SHARE OF FACE VALUE RS. 10/- EACH
THE ISSUE PRICE IS [●] TIMES OF THE FACE VALUE AT THE LOWER END OF THE PRICE BAND AND [●] TIMES OF THE FACE VALUE AT THE HIGHER END OF THE PRICE BAND

THE PROMOTERS OF THE COMPANY ARE DR.B.S.KUSHWAH AND DR.SURAJ

In case of revision in the Price Band, the Bidding/Issue Period will be extended for three (3) additional working days after revision of the Price Band subject to the Bidding/Issue Period not exceeding ten (10) days. Any revision in the Price Band and the revised Bidding/Issue Period, if applicable, will be widely disseminated by notification to the Bombay Stock Exchange Limited ("BSE") and the National Stock Exchange of India Limited ("NSE"), by issuing a press release, and also by indicating the change on the website of the Book Running Lead Manager and at the terminals of the Syndicate Member(s). The Issue is being made through the 100% Book Building Process wherein upto 50% of the Issue shall be allocated on a proportionate basis to eligible Qualified Institutional Buyers, out of which 5% of the Portion shall be available for allocation on a proportionate basis to Mutual Funds only, and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all eligible 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 made available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% of the Issue shall be made available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

RISK IN RELATION TO THE FIRST ISSUE

This being the first 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 nor regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

Investments 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 Company and the Issue including the risks involved. The Equity Shares issued in this Issue have not been recommended or approved by the Securities and Exchange Board of India ("SEBI"), nor does SEBI guarantee the accuracy or adequacy of this Draft Red Herring Prospectus. Specific attention of the investors is invited to the statements in the section titled "Risk Factors" beginning on page no. x of this Draft Red Herring Prospectus.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Company, having made all reasonable inquiries, accepts responsibility for and confirms that this Draft Red Herring Prospectus contains all information with regard to the Company and this Issue, which is material in the context of this Issue, that the information contained in this Draft Red Herring Prospectus 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 Draft Red Herring Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

IPO GRADING

The issue has been graded by [●] and has been assigned the [●] indicating [●] vide their letter dated [●]. For further details and rationale of grading please refer page no. 15.

LISTING

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

BOOK RUNNING LEAD MANAGER TO THE ISSUE	REGISTRAR TO THE ISSUE
KEYNOTE CORPORATE SERVICES LTD.	KARVY Karvy Computershare Private Limited
KEYNOTE CORPORATE SERVICES LTD. 4th Floor, Balmer Lawrie Building, 5, J.N. Heredia Marg, Ballard Estate, Mumbai – 400 001. **Tel:** +91–22– 30266000-3; **Fax:** +91–22– 22694323 **Website:** www.keynoteindia.net; **E-mail:** mbd@keynoteindia.net **SEBI Registration No.:** INM 000003606 **AMBI No.:** AMBI/ 040	**KARVY COMPUTERSHARE PRIVATE LIMITED** Karvy House, 46, Avenue 4, Street No. 1, Banjara Hills, Hyderabad- 500034. **Tel :** +91-40- 2342 0815; **Fax :** +91-40- 2342 0814 **Toll Free No:** 1-800-345 4001; **Website :** www.karvy.com; **E-Mail :** rama.ipo@karvy.com **SEBI Registration. No :** INR 000000221

ISSUE SCHEDULE

BID/ISSUE OPENS ON	**[●]**	**BID/ISSUE CLOSES ON**	**[●]**

SECTION	TABLE OF CONTENTS	Page No.
	Definitions and Abbreviations	i
	Presentation of Financial Information and Use of Market Data	viii
	Forward Looking Statements and Market Data	ix
I	**RISK FACTORS**	x
	PART I	
II	**INTRODUCTION**	
	Summary of the Industry & Business of the Company	1
	The Issue	10
	General Information	11
	Capital Structure	19
	Objects of the Issue	30
	Basis of Issue Price	43
	Statement of Tax Benefits	46
III	**ABOUT THE ISSUER COMPANY**	
	Industry Overview	52
	Business Overview	60
	Key Industrial Regulations and Policies	67
	History and Other Corporate Matters	73
	Management	76
	Promoters and its Background	89
	Promoter Group	90
	Related Party Transactions	101
	Dividend Policy	102
	PART II	
IV	**FINANCIAL STATEMENTS**	
	Report of the Statutory Auditors, SAP Associates Chartered Accountants	103
	Management Discussion and Analysis of Financial Conditions and Results of Operations	118
V	**LEGAL AND REGULATORY INFORMATION**	
	Outstanding Litigations, Material Developments and Other Disclosures	125
	Government/Statutory and Business Approvals	156
	Other Regulatory and Statutory Disclosures	160
VI	**OFFERING INFORMATION**	
	Terms of the Issue	172
	Issue Structure	174
	Issue Procedure	178
VII	**MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION OF THE COMPANY**	
	Main Provisions of the Articles of Association of the Company.	207
VIII	**OTHER INFORMATION**	
	Material Contracts and Documents for Inspections	230
	PART III	
IX	Declaration	232

DEFINITIONS AND ABBREVIATIONS

TERM	DESCRIPTION
"RML", " "the Company", "We", "us" and "our Company"	Unless the context otherwise requires, refers to Rama Medicares Limited, a Public Limited Company incorporated under the Companies Act, 1956.

COMPANY RELATED TERMS

TERM	DESCRIPTION
Articles / Articles of Association	The Articles of Association of the Company.
Auditors	The Statutory Auditors of the Company, being M/s. SAP Associates, Chartered Accountants.
Board / Board of Directors	The Board of Directors of the Company or a Committee constituted thereof.
Director(s)	Director(s) of Rama Medicares Limited, unless otherwise specified.
Memorandum of Association	The Memorandum of Association of the Company.
Promoters	Dr. B.S. Kushwah & Dr.Suraj
Registered Office of the Company	117/K-137, Sarvodaya Nagar, Kanpur - 208005, Uttar Pradesh

ISSUE RELATED TERMS AND ABBREVIATIONS

TERM	DESCRIPTION
Allotment / Allotment of Equity Shares	Unless the context otherwise requires, issue of Equity Shares pursuant to this Issue.
Allottee	A successful bidder to whom the Equity Shares are allotted.
ASBA / Application Supported by Blocked Amount	An application for subscribing to an issue, containing an authorisation to block the application money in a bank account.
ASBA Investor / ASBA Bidders	An Investor who intends to apply through ASBA process and (a) is a "non QIB Investor"; **(b)** is applying through blocking of funds in a bank account with the SCSB
ASBA Form	Bid cum Application form for Resident Retail Individual Investor intending to subscribe through ASBA
Bid	An indication to make an offer, made during the Bidding Period by a prospective investor to subscribe to the Equity Shares 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 for this Issue.

TERM	DESCRIPTION
Bid cum Application Form	The form in terms of which the Bidder shall make an indication to make an offer to subscribe to the Equity Shares and which will be considered as the application for the issue of the Equity Shares pursuant to the terms of this Draft Red Herring Prospectus.
Bidder	Any prospective investor who makes a Bid pursuant to the terms of this Draft Red Herring Prospectus and the Bid-cum-Application Form.
Bid / Issue Opening Date	The date on which the members of the Syndicate shall start accepting Bids for this Issue, which shall be the date notified in an English national newspaper, a Hindi national newspaper and a Regional newspaper with wide circulation.
Bid / Issue Closing Date	The date after which the members of the Syndicate will not accept any Bids for this Issue, which shall be notified in an English national newspaper, a Hindi national newspaper and a Regional newspaper with wide circulation.
Bid-cum-Application Form	The form in terms of which the Bidder shall make an offer to subscribe to the Equity Shares of the Company and which will be considered as the application for allotment in terms of this Draft Red Herring Prospectus.
Bidder	Any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid-cum-Application Form.
Book Building Process / Method	Book building mechanism as provided under Chapter XI of the SEBI Regulations, in terms of which this Issue is made.
BRLM / Book Running Lead Manager	Book Running Lead Manager to this Issue, in this case being Keynote Corporate Services Limited ('Keynote')
CAN / Confirmation of Allocation Note	The note or advice or intimation of allocation of Equity Shares sent to the Bidders who have been allocated Equity Shares after discovery of Issue Price in the Book Building Process.
Cap Price	The higher end of the Price Band, above which the Issue Price will not be finalized and above which no Bids will be accepted.
Cut-off Price	The Issue Price finalized by the Company in consultation with the BRLM. Only Retail Individual Bidders who are applying for a maximum bid amount not exceeding Rs.1,00,000/- are entitled to Bid at the Cut-off Price, for a bid amount not exceeding Rs. 1,00,000/-. QIBs and Non Institutional Bidders are not entitled to Bid at the Cut-off Price. A Bid submitted at Cut-off Price is a valid Bid at all price levels within the Price Band
Depository	A depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Depository Participant	A depository participant as defined under the Depositories Act.
Designated Date	The date on which the Escrow Collection Banks transfer the funds from the Escrow Account(s) to the Public Issue Account, which in no event shall be earlier than the date on which the Offer Document is filed with the Registrar of Companies, Uttar Pradesh & Uttarakhand, Kanpur, following which the Board of

TERM	DESCRIPTION
	Directors shall allot Equity Shares and the Selling Shareholders shall give delivery instructions for transfer of Equity Shares constituting Offer for Sale to successful Bidders..
Designated Stock Exchange	In this case being the Bombay Stock Exchange Limited.
DRHP/ Draft Red Herring Prospectus	This Draft Red Herring Prospectus issued in accordance with Section 60B of the Companies Act, which does not contain complete particulars on the price at which the Equity Shares are issued and the size (in terms of value) of the Issue.
Equity Shares	Equity Shares of the Company of face value of Rs. 10/- each unless otherwise specified in the context thereof.
Escrow Account	Account opened with Escrow Collection Bank(s) and in whose favor the Bidder will issue cheques or drafts in respect of the Bid Amount when submitting a Bid.
Escrow Agreement	Agreement to be entered into amongst the Company, the Registrar to this Issue, the Escrow Collection Banks and the BRLM in relation to the collection of the Bid Amounts and where applicable, refunds, if any, of the amounts collected, to the Bidders on the terms and conditions thereof.
Escrow Collection Bank(s)	The banks, which are clearing members and registered with SEBI as Banker (s) to the Issue at which the Escrow Account for the Issue will be opened, in this case being [•].
First Bidder	The Bidder whose name appears first in the Bid-cum-Application Form or Revision Form.
Floor Price	The lower end of the Price Band, below which the Issue Price will not be finalized and below which no Bids will be accepted.
Indian National	As used in the context of a citizen of India as defined under the Indian Citizenship Act, 1955, as amended, who is not an NRI.
Issue	The public issue of [●] Equity Shares of Rs. 10 each for cash at a price of Rs. [●] each aggregating to Rs. 8500.00 lacs
Issue/ Bidding 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.
Issue Price	The final price at which Equity Shares will be issued and allotted in terms of the Red Herring Prospectus or the Prospectus, as determined by the Company in consultation with the BRLM, on the Pricing Date.
Margin Amount	The amount paid by the Bidder at the time of submission of the Bid, being 10% to 100% of the Bid Amount in case of QIB and 100% in case of other than QIB applicants.
Mutual Funds	Means Mutual funds registered with SEBI pursuant to the SEBI (Mutual Funds) Regulations, 1996, as amended from time to time.
Mutual Fund Portion	5% of the QIB Portion or [●] Equity Shares (assuming the QIB Portion is for 50% of the Issue Size) available for allocation to Mutual Funds only, out of the QIB Portion
Non Institutional	All Bidders, including sub-accounts of FIIs registered with SEBI which are

TERM	DESCRIPTION
Bidders	foreign corporate or foreign individuals, that are not QIBs 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 15% of the Issue consisting of [●] Equity Shares of Rs. 10/- each available for allocation to Non-Institutional Bidders
Non-Resident Indian or NRI	A person resident outside India, as defined under the FEMA and the FEMA (Transfer or Issue of Security by a person Resident Outside India) Regulations, 2000, as amended from time to time.
Offer Document	Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus
Pay-in Date	Bid/Issue Closing Date or the last date specified in the CAN sent to Bidders, as applicable.
Pay-in-Period	Means: (i) with respect to Bidders whose Margin Amount is 100% of the Bid Amount, the period commencing on the Bid/ Issue Opening Date and extending until the Bid/Issue Closing Date; and (ii) with respect to Bidders whose Margin Amount is less than 100% of the Bid Amount, the period commencing on the Bid/Issue Opening Date and extending until the closure of the Pay-in Date.
Price Band	The price band of a minimum price ("Floor Price") of Rs. [•]/- and the maximum price ("Cap Price") of Rs. [•]/- and includes revisions thereof.
Pricing Date	The date on which the Company in consultation with the BRLM finalizes the Issue Price.
Prospectus	The Prospectus, to be filed with the Registrar of Companies, Uttar Pradesh & Uttarakhand, Kanpur containing, *inter alia*, the Issue Price that is determined at the end of the Book Building Process, the size of this Issue and certain other information.
Public Issue Account	Account opened with the Banker to this Issue to receive monies from the Escrow Account for this Issue on the Designated Date.
Qualified Institutional Buyers or QIBs	A mutual fund, venture capital fund and foreign venture capital investor registered with the Board; a foreign institutional investor and sub-account (other than a sub-account which is a foreign corporate or foreign individual), registered with the Board; a public financial institution as defined in section 4A of the Companies Act, 1956; a scheduled commercial bank; a multilateral and bilateral development financial institution; a state industrial development corporation; an insurance company registered with the Insurance Regulatory and Development Authority; a provident fund with minimum corpus of twenty five crore rupees; a pension fund with minimum corpus of twenty five crore rupees; National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India.
QIB Margin Amount	An amount representing at least 10% of the Bid Amount.
QIB Portion	The portion of the Issue being upto [●] Equity Shares of Rs. 10/- each being upto

TERM	DESCRIPTION
	50% of the Issue to be allotted to QIBs.
RHP / 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 offered and size of this Issue. The Red Herring Prospectus will be filed with the RoC at least three days before the Bid / Issue Opening Date and will become a Prospectus after filing with the RoC after determination of the Issue Price.
Registrar / Registrar to this Issue	Karvy Computershare Private Limited
Retail Individual Bidders	Individual Bidders (including HUF's and Eligible Employees) who have Bid for an amount less than or equal to Rs. 100,000 in any of the bidding options in this Issue.
Retail Portion	The portion of the Issue being up to [●] Equity Shares of Rs. 10/- each, being not less than 35% of the Issue, 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).
Stock Exchanges	The Bombay Stock Exchange Limited and the National Stock Exchange of India Limited.
Syndicate	The BRLM and the Syndicate Member.
Syndicate Agreement	The agreement to be entered into between the Company and the members of the Syndicate, in relation to the collection of Bids in this Issue.
Syndicate Member	[•]
Transaction Registration Slip / TRS	The slip or document issued by the Syndicate Member to the Bidders as proof of registration of the Bid.
Underwriters	The BRLM and the Syndicate Member.
Underwriting Agreement	The Agreement amongst the Underwriters and the Company to be entered into on or after the Pricing Date.

GENERAL / CONVENTIONAL TERMS:

TERM	DESCRIPTION
Act or Companies Act	The Companies Act, 1956, as amended from time to time.
Financial Year / Fiscal / FY	The period of twelve months ended March 31 of that particular year.
Indian GAAP	Generally Accepted Accounting Principles in India.
Insurance Act	Insurance Act, 1938, as amended from time to time.
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, except as stated otherwise.
Non Resident	A person who is not resident in India except NRI's and FIIs.

TERM	DESCRIPTION
RBI	Reserve Bank of India constituted under the RBI Act.
RBI Act	The Reserve Bank of India Act, 1934 as amended from time to time.
SCRA	Securities Contract (Regulation) Act, 1956, as amended from time to time.
SCRR	Securities Contracts (Regulation) Rules, 1957, as amended from time to time.
SEBI	Securities and Exchange Board of India constituted under the SEBI Act.
SEBI Act	Securities and Exchange Board of India Act, 1992, as amended from time to time.
SEBI Insider Trading Regulations	The SEBI (Prohibition of Insider Trading) Regulations, 1992, as amended from time to time, including instructions and clarifications issued by SEBI from time to time.
SEBI Regulation / SEBI (ICDR) Regulations	The SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.

ABBREVIATIONS

ABBREVIATION	FULL FORM
AGM	Annual General Meeting
AMBI	Association of Merchant Bankers of India
ASBA	Application Supported By Blocked Amount
AS	Accounting Standards issued by the Institute of Chartered Accountants of India.
AY	Assessment Year
BSE	Bombay Stock Exchange Limited.
BG/LC	Bank Guarantee/ Letter of Credit
CAGR	Compounded Annual Growth Rate
CDSL	Central Depository Services (India) Limited.
DP	Depository Participant
ECS	Electronic Clearing System
EGM	Extra Ordinary General Meeting of the shareholders.
EPS	Earnings per Equity Share.
FCNR Account	Foreign Currency Non Resident Account.
FEMA	Foreign Exchange Management Act, 1999, as amended from time to time and the regulations issued there under
FII	Foreign Institutional Investor (as defined under SEBI (Foreign Institutional Investors) Regulations, 1995, as amended from time to time) registered with SEBI under applicable laws in India
FIs	Financial Institutions
FIPB	Foreign Investment Promotion Board, Department of Economic Affairs, Ministry of Finance, Government of India
FVCI	Foreign Venture Capital Investors registered with SEBI under the SEBI (Foreign Venture Capital Investor) Regulations, 2000
GDP	Gross Domestic Product
GIR Number	General Index Registry Number

ABBREVIATION	FULL FORM
GoI / Government	Government of India
HUF	Hindu Undivided Family
INR / Rs. / Rupees	Indian Rupees, the legal currency of the Republic of India
NAV	Net Asset Value
NRE Account	Non Resident External Account
NRI	Non Resident Indian
NRO Account	Non Resident Ordinary Account
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
P/E Ratio	Price/Earnings Ratio
PAN	Permanent Account Number
RoC/Registrar of Companies	The Registrar of Companies, Uttar Pradesh & Uttarakhand, Kanpur
RONW	Return on Net Worth.

INDUSTRY RELATED TERMS

TERM	DESCRIPTION
ICU	Intensive Care Unit
IPD	Inpatient Department
OPD	Outpatient Department
Inpatient	A patient who is residing at the hospital for treatment.
Occupancy rate	Represents the total no Of Inpatient days divided by the total no of bed days .Total number of Inpatient days represents the sum of days spent in the hospital by each Inpatient during the period. Total number of bed days represents the sum of the number of days each bed was installed at the hospital during the period.
Outpatient	A patient who is not hospitalized overnight but who visits a hospital, clinic, or associated facility for diagnosis or treatment.
O&M	Operation and Management

Notwithstanding the foregoing:

a. In the section titled "Financial Statements" on page 103 of this Offer Document, defined terms shall have the meaning given to such terms in that section.

b. In the section titled "Main Provisions of the Articles of Association of the Company" on page 207 of this Offer Document, defined terms have the meaning given to such terms in the Articles of Association of the Company.

PRESENTATION OF FINANCIAL INFORMATION AND USE OF MARKET DATA

In this Offer Document, any discrepancies in any table between the total and the sums of the amounts listed may be due to rounding-off.

Unless stated otherwise, the financial data in this Offer Document is derived from the financial statements of the Issuer prepared and restated in accordance with Indian GAAP, included in this Offer Document. Issuer's financial year commences on April 1 and ends on March 31 of the next calendar year. Accordingly, all references to a particular financial year are to the twelve-month period ended on March 31 of that year, unless otherwise specified. In this Draft Red Herring Prospectus any discrepancies in any table between the total and the sum of amounts listed are due to rounding-off.

In this Offer Document, unless the context otherwise requires, all references to the word "lacs" means "one hundred thousand" and the word "million" means "ten lacs" and the word "Crore" means "ten million". Throughout this Offer Document, all figures have been expressed in Rupees lacs, unless otherwise stated.

Industry data used throughout this Offer Document has been obtained from industry publications and other authenticated published data. Industry publications generally state that the information contained in those publications 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 the Issuer believes that industry data used in this Offer Document is reliable, it has not been independently verified. Similarly, internal Company reports, while believed by the Issuer to be reliable, have not been verified by any independent sources.

For additional definitions, please refer to the section titled 'Definitions and Abbreviations' starting from page no. i of this Offer Document. In the section titled 'Main Provisions of the Articles of Association of RML beginning on page no. 207 of this Offer Document, defined terms have the meaning given to such terms in the Articles of Association of RML

CURRENCY OF PRESENTATION

In this Offer Document, references to "Rupees" or "Rs." are to Indian Rupees, the official currency of the Republic of India. All references to "US$", "USD" or "US Dollars" are to United States Dollars, the official currency of the United States of America.

FORWARD-LOOKING STATEMENT AND MARKET DATA

This Offer Document contains certain "forward looking statements". These forward looking statements generally can 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 the strategies, objectives, plans or goals of Issuer are also forward-looking statements. These statements discuss future expectations; contain projections of result of operations or of financial conditions or state other "forward looking information". When considering such forward statements, the investor should keep in mind the risk factors and other cautionary statements in the Offer Document. All forward looking statements are subject to risks, uncertainties and assumptions about the Issuer 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 Issuer's expectations with respect to, but not limited to, regulatory changes pertaining to the Issuer's industry and Issuer's ability to respond to them, Issuer's ability to successfully implement its strategy, its growth and expansion, technological changes, its exposure to market risks, general economic and political conditions in India and which have an impact on the Issuer's business activities or investments, the monetary and fiscal 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 laws, regulations and taxes and changes in competition in RML industry. Important factors that could cause actual results to differ materially from Issuer's expectations include, but are not limited to, the following:

- General economic and business conditions in the markets in which the Issuer operates and in the local, regional, national and international economies;
- Changes in laws and regulations relating to the industry in which the Issuer operates;
- Increased competition in the respective industry;
- The nature of Issuer's contracts with its customers which contain inherent risks and contain certain provisions which, if exercised, could result in lower future income and negatively affect its profitability;
- Unanticipated variations in the duration, size and scope of the projects;
- Changes in political and social conditions in India or in other countries that the Company may enter, the monetary and interest rate policies of India and other countries, inflation, deflation, unanticipated turbulence in interest rates, equity prices or other rates or prices;

For further discussion of factors that could cause RML actual results to differ from Issuer's expectations, see the sections titled "Risk Factors" beginning on page x, of this Draft Red Herring Prospectus. Neither the Issuer nor any of the Underwriters nor any of their respective affiliates has any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof. In accordance with SEBI requirements, the Issuer and the Book Running Lead Manager will ensure that investors in India are informed of material developments until the time of the grant of listing and trading permission by the Stock Exchanges.

SECTION I - 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 the Company's Equity Shares. If any of the following risks occur, the business of the Company, financial condition and results of operations could suffer, the trading price of the Equity Shares could decline, and you may lose all or part of your investment. The financial and other related implications of risks concerned, wherever quantifiable have been disclosed in the risk factors mentioned below. There are certain risk factors mentioned where the effect is not quantifiable and hence not disclosed.

A. Litigations

We are party to certain legal proceedings which, if decided against us, could have an adverse impact on the results of the operations and financial condition.

The summary of such Legal Proceedings is as follows:

I. Litigations filed /disputes/ cases pending / Notices issued against the Company/ Promoters/ Directors/ Promoter Group/Group Entities

Litigations	No. of cases	Financial implications where quantifiable (Rs. in lacs)
Against our Company		
Criminal matters	1	Not Ascertainable
Civil matters	1	12.50
Income tax Notice (under section 143(2) of IT Act)	1	Not Ascertainable
Against our Promoter		
Dr. B.S.Kushwah		
Criminal matters	1	Not Ascertainable
Civil Matters	1	Not Ascertainable
Income tax Notice (under section 143(2) of IT Act)	1	Not Ascertainable
Dr. Suraj		
Criminal Matters	2	1.34
Income tax Notice (under section 143(2) of IT Act)	1	Not Ascertainable
Against our Director		
Smt. Rama Kushwah		
Criminal Matters (under Motor Vehicle Act)	1	Not Ascertainable
Income tax Notice (under section 143(2) of IT Act)	1	Not Ascertainable

Dr. Anu Kushwah		
Criminal Matters	1	20.38
Income tax Notice (under section 143(2) of IT Act)	1	Not Ascertainable
Against our Group Entities		
Criminal Matters (under Motor Vehicle Act)	3	37.37
Civil matters	15	47.32
Labor matters	11	Not Ascertainable
Income tax Notice (under section 143(2) of IT Act)	3	Not Ascertainable

For further details of above summarized legal proceedings please refer to "Legal and Other Information" commencing on page no. 125

II. Litigations filed /disputes/ cases pending / Notices issued by the Company/ Promoters/ Directors/ Promoter Group/ Group Entities

Litigations	No. of cases	Financial implications where quantifiable (Rs. in lacs)
By our Promoters		
Dr. B.S. Kushwah		
Civil matters	1	3.04
Dr. Suraj		
Civil matters	2	1.94
By our Group Entities		
Civil matters	6	5.00
Income Tax Appellate Tribunal (Appeal against Registration renewal refusal)	1	Not Ascertainable

For further details of above summarized legal proceedings please refer to "Legal and Other Information" commencing on page no. 125.

B. Contingent liabilities

The details of contingent liabilities not provided for as per the Balance Sheet for period ended on 31/03/2010 is as follows:

Particulars	F.Y. 2009-10 (Rs. in lacs)
Corporate Guarantee	19,500.00

In the event, the said contingent liability materialize, it may have an adverse effect on the company's financial condition and future financial performance.

Project Related Risk

1. **The implementation of the project is at a very preliminary stage. Any delay in implementation of the same may increase the capital cost and also affect returns from the project.**

   We are in the process of setting up a 300 beds super specialty cancer and cardiac hospital at Rama City, Near Mandhana Station, G.T. Road, Kanpur with a total project cost of Rs. 9571.44 lacs. Our group Company S.V. Mega Structures Limited having registered office at Kanpur has been engaged for construction of the hospital. We have drawn an implementation schedule based on timelines communicated by the different suppliers and executors and the management experience. Presently, the implementation of this project is at a preliminary stage. We are also in the process of making application for statutory approvals, governmental approvals and other approvals as required under the law for establishing new hospital at Kanpur. Any delay in obtaining the said permission or approvals or delay due to any factors beyond our control may affect the schedule of implementation and will increase the capital cost and also affect the realisation of returns from the project.

2. **The objects of the issue are not appraised by any Bank or Financial Institution**

   The proposed object for which the funds are being raised has not been appraised by any Bank or Financial Institution and the fund requirements are based primarily on Management estimates. There is no guarantee that the estimates will prove to be accurate and any significant deviation in the estimates could adversely impact the operations of the Company.

3. **We have not placed orders for equipments and other fixed assets proposed to be purchased by us as a part of the objects of the Issue. We may face time and cost overruns in relation to the same and it may have an adverse impact on estimated revenue.**

   We propose to invest Rs. 6229.10 lacs from the proceeds of the Issue for procurement of medical equipments and furniture & fixtures and other fixed assets to be installed at our cancer and cardiac hospital. The proposed deployment of proceeds forms around 65.08% of the total project cost. Though we have identified the suppliers for these equipments and fixtures and other other fixed assets; as specified in section 'Objects of the Issue' we are yet to place orders for the same. We may also require obtaining revise quotations from the identified suppliers or other suppliers on account of expiry of these quotations. Any delay or difficulties in procurement of such equipments may delay or adversely affect the implementation schedule. We may also be subject to risks on account of inflation or on account of change in taxes or duty structure or any major volatility in the foreign exchange that may lead to increase in the price of equipments, furniture & fixtures, other fixed assets that we require. Hence our project could face time and cost over-run which could have an adverse effect on the operations and the estimated revenue. For details of the project, see the section titled "Objects of the Issue" beginning on page 30 of this DRHP.

4. **Till 31/03/2010 our revenue was generated from the wards taken on license from Rama Educational Society. We have entered into license agreements with Rama Educational Society to manage and operate different wards of Rama Hospital and Research Centre and medical stores in these hospital premises located at Lakhanpur and Mandhana, Kanpur. In the event we are unable to renew the agreement it may impact our financials to large extent.**

   We commenced our hospital operations in the year 2005 by entering into license agreement with Rama Educational Society for managing the operations of private, deluxe, semi-deluxe, super deluxe rooms, A.C. General Ward and Medical Stores of Rama Hospital and Research Centre located at Lakhanpur, Kanpur. Later in the year 2007, we entered into another license agreement for managing the operations of Private, General and A.C. General wards and medical store of Rama Hospital and Research Centre located at Mandhana. We have been regularly renewing these license agreements for the hospitals but the absence of long term license agreement with the Rama Educational Society exposes us to risk of non renewal of agreement. Non renewal of these agreement(s) or termination of agreement(s) by either of the party may have negative impact on our financial or we may even run into losses. For, important terms and conditions of these agreements please refer page no.74 with title "Material Agreements".

5. **Our licensed operations are completely dependent on statutory approvals of Rama Educational Society. If our licensor is unable to obtain or renew required licenses and approvals in a timely manner for the present hospitals or if we are unable to obtain required approvals and licenses for our owned hospitals, the business and operations of the Company may be adversely affected.**

   Rama Educational Society has licensed us to run the wards of Rama Hospitals located at Lakhanpur and Mandhana. We and Rama Society may from time to time, require certain approvals, licenses, registrations and permissions from different statutory bodies, regulatory bodies or any other body for undertaking functioning of hospitals. We shall also be required to make applications in future for our owned hospitals. In case of failure to obtain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, our business could be adversely affected. For further details please see section titled "Government/Statutory and Business Approvals" beginning on page no. 156 of this DRHP.

6. **The Company/Group Entity has applied for certain licenses/ approvals and the same is yet to be received. The details of the approvals to be received by the Company are as given below. Delay in receipt of such licenses/ approvals may adversely affect the business/ operations.**

   There are certain licenses/ approvals incidental or ancillary to the business for which the Company/Group Entity has applied/ which are yet to be obtained/ for which the Company is yet to apply. The licenses/ approvals which have been applied for but for which approval has not yet been received are as follows:

   - Rama Satelite Hospital, Shivrajpur has applied s vide its application dated 08/09/2010 for
     1. Drug License for drugs under Drug Licensing Authority, Kanpur.
     2. NOC for installation of X-Ray machine under Atomic Energy Regulatory Board

- Rama Satelite Hospital has also applied vide application dated 15/09/2010 for registration of the ultrasound clinic under the Pre-Natal Diagnostic Techniques (Regulation And Prevention Of Misuse) Act, 1994.

Approvals for which application is yet to be made

- Rama Hospital and Research Centre, Mandhana is in the process of making application to Uttar Pradesh Pollution Control Board for obtaining authorization under Bio-Medical Waste (Management and Handling) Rules, 1998.
- The layout/building plan of proposed cancer & cardiac hospital was approved by the then authorities i.e. Gram Sabha on 27/12/2006. Later on the layout/building plan came under the purview of Kanpur Development Authority. The company is yet to apply to the Kanpur Development Authority for the sanction of plan.

For further details, please refer chapter titled "Government/ Statutory and Business Approvals" on page no. 156 of this Draft Red Herring Prospectus

7. We do not own the premises at which our registered office is located. The building at which our registered office is located does not have the sanction from Kanpur Development Authority. In the adverse event, we would be required to identify new location for our registered office.

We do not currently own the premises at which our registered office is located. We have entered into rent agreement with Dr. B.S. Kushwah (lessor), one of the promoters of our company for a period of 11 months on renewal basis. The present rent agreement was entered on 21/04/2010 and is valid till 20/03/2011 with monthly rental of Rs.0.60 lacs. This agreement may be renewed subject to mutual consent of the lessor and lessee. Further, the building at which our registered office is located does not have the sanction from Kanpur Development Authority (K.D.A)**.** In the event, lessor requires us to vacate the premises or any action taken by K.D.A., we will have to seek a new premises at short notice and for a price that may be much higher than what we are currently paying, which may also affect our ability to conduct our business or increase our operating costs**.**

8. Our inability to retain the top management personnel may affect the Company's performance.

The success and growth of our company is largely contributed by our senior management personnel in the past and is highly dependent upon their continued services. We believe that the competitive environment and increase in the scope of opportunities in the hospital industry have exposed us to loss of key personnel. Any loss of existing human capital or inability to attract and retain new senior management personnel in future may have an adverse impact on the execution of planned strategies, operations and financials of the Company.

9. We are highly dependent on the doctors, nurses and other healthcare professionals and the loss of or inability to attract or retain, such persons could adversely affect our business and results of operations.

Our performance and the execution of our growth strategy depend substantially on our ability to attract and retain leading doctors and other healthcare professionals. We may not compare favorably with other healthcare providers. Our performance depends on our ability to identify, attract and retain other

healthcare professionals, including nurses, to support the healthcare services at our hospitals. If we are unable to attract or retain doctors or other medical personnel as required, we may not be able to maintain the quality of our services and we could be forced to admit fewer patients to our hospitals. We have also incurred increased costs to retain and recruit medical personnel, and we expect such costs to continue to increase in the future.

10. Our ability to implement business strategies and plans may be restricted by availability of the required funds at an appropriate time and on acceptable terms.

We will require additional capital in the future to implement the business plans, including for expansion and business development. If we are unable to generate sufficient cash through existing sources of revenue, we may be required to raise additional capital from equity or debt sources to fund any such expansion or development. We may not be able to obtain financing on terms acceptable to us and therefore may be forced to curtail planned expansions and business development initiatives, which would have a material adverse effect on the Company's business, financial condition and results of operations. In addition, any capital raising activities could, in the case of debt, increase the Company's interest payment obligations, subject the Company to additional lender restrictions and impact its ability to service the existing indebtedness. Additional equity issuances could result in significant dilution to the existing shareholders.

11. Change in technology or failures of existing technology related to the medical equipment could adversely affect our business.

We use sophisticated and expensive medical equipments in the hospitals to provide services. Medical equipment often needs to be replaced frequently as innovation can rapidly make existing equipment obsolete. Replacement of equipment may involve significant costs, as well as foreign currency risks, since some equipment is imported from other countries. In addition, because of the high costs of medical equipment, we may not maintain back-up equipment, and, therefore, if such equipment is damaged or breaks down, our ability to provide services to our patients may be impaired.

12. We operate in a fragmented industry and face increasing competition from other hospitals and healthcare providers, which may have adverse effects on our competitive position and results of operations.

We compete with government-owned hospitals, other private hospitals, smaller clinics, hospitals owned or operated by non-profit and charitable organizations and hospitals affiliated with medical colleges. We also have to compete with any future healthcare facilities located in the regions in which we operate. Some of these competitors may be more established and have greater financial, personnel and other resources than our hospitals. In particular, our competitors include hospitals owned or managed by government agencies and trusts, which may be able to obtain financing or make expenditures on more favourable terms than private hospitals owned and managed by for-profit interests, such as ourselves. In addition, even in situations where one of our hospitals is the dominant or sole provider of healthcare in a city or region, patients may yet favour other hospitals. New or existing competitors may price their services at a significant discount to ours or offer greater

convenience or better services or amenities than we provide. Smaller hospitals, stand-alone clinics and other hospitals may exert pricing pressures on some or all of our services and also compete with us for doctors and other medical professionals. If we are forced to reduce the price of our services or are unable to attract patients and doctors and other healthcare professionals to our hospitals, our business and financial results may be adversely affected.

13. We may be subject to industrial unrest, slowdowns and increased employee cost

India has stringent labour legislation that protects 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 during employment and upon retrenchment. Under Indian law, employees also have a right to establish trade unions. Although our employees are not currently unionised, we cannot assure you that they will not unionize in the future. If some or all of our employees unionise or if we experience unrest or slowdowns, it may become difficult for us to maintain flexible labour policies and we may experience increased wage costs and employee numbers resulting an impact on our financials.

14. We had negative cash flow in last three years from operating and investing activities.

We had negative cash flow from the operating and investing activities in the following financial years

(Amount Rs. in lacs)

Sr. No	Particulars	F.Y.2009-10	F.Y.2008-09	F.Y.2007-08
1.	Negative Cash Flow from Operating Activities	--	--	(413.21)
2.	Negative Cash Flow from Investing Activities	(1,466.12)	(629.35)	(647.00)

15. Some of our group companies have made losses in last three financial years.

Some of the group companies that have made losses in last three financial years are as follows:

(Rs. In lacs)

Sr. No	Name of the Group Company	F.Y.2009-10	F.Y.2007-08
1.	Aasma Creations Private Limited	-	(0.11)
2.	Badal Foods & Beverages Private Limited	(0.87)	-

16. There are restrictive covenants in the agreements with the Banks/ Institutions from whom we have borrowed, which among other things, require the Company to obtain prior permission from them for certain acts which may limit Company's discretion in these matters.

There are restrictive covenants in the agreements with the Banks/ Institutions from whom we have borrowed, which among other things require the Company to obtain prior permission from them for change in Management, declaring dividend and undertaking of new project etc., prior permission to

be obtained from bank before going for public issue, which may limit Company's discretion in these matters.

17. We have allotted 5,00,000 equity shares in last twelve months at a price that maybe lower than the issue price.

We have allotted 5,00,000 equity shares of face value Rs.10/- each on March 10, 2010 at par which maybe lower than the issue price at which the equity shares are issued through this offer document.

18. Compliance with applicable safety, health, environmental and other governmental regulations may be costly and adversely affect our competitive position and results of operations.

We are subject to central and local laws, rules and regulations governing, among other things, the:

- conduct of our operations;
- additions to facilities and services;
- adequacy of medical care;
- quality of medical equipment and services;
- discharge of pollutants to air and water and handling and disposal of bio-medical, radioactive and other hazardous waste;
- qualifications of medical and support personnel;
- confidentiality, maintenance and security issues associated with health-related information and medical records; and
- Screening, stabilization and transfer of patients who have emergency medical conditions.

Safety, health and environmental laws and regulations in India are stringent and it is possible that they will become significantly more stringent in the future. If we are held to be in violation of such regulatory requirements, including conditions in the permits required for our operations, by courts or governmental agencies, we may have to pay fines, modify or discontinue our operations, incur additional operating costs or make capital expenditures. Any public interest or class action legal proceedings related to such safety, health or environmental matters could also result in the imposition of financial or other obligations on us. Any such costs could adversely affect our competitive position and results of operations. For more information on the regulations applicable to us, see the section titled "Key Industrial Regulations and Policies" beginning on page 67 of this Draft Red Herring Prospectus.

C. External Risk to the Company

19. Challenges that affect the healthcare industry may also have an effect on our operations.

We are impacted by the challenges currently facing the healthcare industry. We believe that the key ongoing industry-wide challenges are providing quality patient care in a competitive environment and managing costs. In addition, our business and results of operations may also be affected by other factors that affect the entire industry, including us, such as:

- technological and pharmaceutical improvements that increase the cost of providing, or
- reduce the demand for healthcare;
- general economic and business conditions, both nationally and regionally;

- demographic changes; and

Any failure by us to effectively face these challenges could have a material adverse effect on our results of operations.

20. Changes in Indian Government policies could adversely affect economic conditions in India, and thereby adversely impact the Company's results of operations and financial condition

The Company and the market price and liquidity of the equity shares, may be affected by Indian Government's policy changes in India. For example, rising interest rates, increases in taxation or the creation of new regulations could have a detrimental effect on the Indian economy generally and the Company in particular. The Indian Government has in recent years sought to implement economic reforms, and the current Indian Government has implemented policies and undertaken initiatives that continue the economic liberalization policies pursued by previous Indian Governments. However, the roles of the Indian Government and the State Governments in the Indian economy as producers, consumers and regulators have remained significant and there can be no assurance that liberalization policies will continue in the future. Any significant change in such liberalization and deregulation policies could adversely affect business and economic conditions in India generally and the Company's results of operations and financial condition in particular.

21. Global economic, political and social conditions may harm the ability of the Company to do business, increase its costs and negatively affect the stock price.

External factors such as potential terrorist attacks, acts of war or geopolitical and social turmoil in many parts of the world could constrain the ability of the Company to do business, increase its costs and negatively affect the Company's stock price. These geopolitical, social and economic conditions could result in increased volatility in India and worldwide financial markets and economy, and such volatility could constrain its ability to do business, increase its costs and negatively affect the stock price of our Company.

22. Price of our equity shares may be volatile or an active trading market for its equity shares may not develop.

Price of our equity shares on the Stock Exchanges may fluctuate as a result of several factors including:
- Volatility in Indian and global securities market;
- The results of operations and performance of our Company;
- Performance of the competitors;
- Adverse media reports, if any, on the Company or the Hospital Industry;
- Changes in the estimates of the performance or recommendations by financial analysts on our Company;
- Significant development in India's economic liberalization and de-regulation policies; and
- Significant development in India's Fiscal and environmental regulations.

We cannot assure you that an active trading market for company's equity shares will develop or be sustained after this Issue or the price at which the Equity Shares of our Company are initially traded will correspond to the prices at which the Equity Shares will trade in the market subsequent to this Issue.

Prominent Notes

1. The Net worth as per re-stated audited financials of the Company as on 31/03/2010 is Rs. 2498.45 lacs.

2. Book value, per equity share of the Company as per its audited, restated financial statement as at 31/03/2010 is Rs.15.96

3. The average cost of acquisition of the equity Shares of Rs. 10 each by the Promoters are as under:

Name of the Promoter	Average Cost per share (Rs.)
Dr. B.S. Kushwah	7.24
Dr. Suraj	6.56

4. Group companies/Entities having business interest or other interests in the issuer company:

Name of the Group Company/Entities	Registered Office	Nature of Interest
S.V. Mega Structures Ltd.	5Q, Surya Kiran Apartments, Sharda Nagar, Kanpur	Construction of proposed cancer and cardiac hospital at Mandhana.
Rama Educational Society	117/K-137, Sarvodaya Nagar, Kanpur	Leased hospital wards of Rama Hospital and Research Centre located at Mandhana and Lakhanpur. For further details, please refer "Material Agreement" on page no.74

For details of the group companies please refer to section titled "Promoter Group" beginning on page no.90.

5. For details on Related Party Transactions refer to the section titled "Related Party Transactions" on page 101 of this Draft Red Herring Prospectus.

6. Investors are advised to refer the paragraph on "Basis of Issue Price" on page 43 of this Draft Red Herring Prospectus before making an investment in the Issue.

7. The Company has not changed its name any time during the last three years immediately preceding the date of filing Draft Red Herring Prospectus.

8. Investors may contact the BRLM for any complaints/ information/ clarification pertaining to this Issue. For contact details of the BRLM, please refer to the cover page of this Draft Red Herring Prospectus.

9. All information shall be made available by the BRLM and the Company to the public and investors at large and no selective or additional information would be available only to a section of the investors in any manner whatsoever.

10. In addition to the BRLM, the Company shall be obliged to update the Offer Document and keep the public informed about any material changes till listing and till trading commences in respect of the shares issued through this issue.

11. For interest of promoters, please refer on page no. 101 of this Draft Red Herring Prospectus.

12. There are no financing arrangements whereby the promoter group, the directors of the Company which is a promoter of the issuer, the directors of the issuers and their relatives have financed the purchase by any other person of securities of the issuer other than in the normal course of business of the financing entity during the period of six months immediately preceding the date of filing draft offer document with the Board

PART I

SECTION II - INTRODUCTION

SUMMARY OF THE INDUSTRY AND BUSINESS OF THE COMPANY

INDUSTRY OVERVIEW

Structure of Industry *(Source:* www.ibef.org*)*

The healthcare industry in the country, which comprises hospital and allied sectors, is projected to grow 23 per cent per annum to touch US$ 77 billion by 2012 from the current estimated size of US$ 35 billion, according to a Yes Bank and ASSOCHAM report. The sector has registered a growth of 9.3 per cent between 2000-2009, comparable to the sectoral growth rate of other emerging economies such as China, Brazil and Mexico. According to the report, the growth in the sector would be driven by healthcare facilities, private and public sector, medical diagnostic and pathlabs and the medical insurance sector.

Healthcare facilities, inclusive of public and private hospitals, the core sector, around which the healthcare sector is centered, would continue to contribute over 70 per cent of the total sector and touch a figure of US$ 54.7 billion by 2012.

According to FICCI-Ernst and Young report, India needs an investment of US$ 14.4 billion in the healthcare sector by 2025, to increase its bed density to at least two per thousand population.

According to a latest report by McKinsey, driven by strong local demand, Indian healthcare market is expected to continue growing close to previously projected rates of 10 to 12 per cent. With average household consumption expected to increase by more than seven per cent per annum, the annual healthcare expenditure is projected to grow at 10 per cent and also the number of insured is likely to jump from 100 million to 220 million.

Healthcare, which is a US$ 35 billion industry in India, is expected to reach over US$ 75 billion by 2012 and US$ 150 billion by 2017, according to Technopak Advisors in their report – 'India Healthcare Trends 2008'.

The sector offers immense potential to healthcare players as the country witnesses a rise in the incidence of lifestyle-related and other diseases. A growing elderly population and rise in income levels are also pushing for better facilities in the country.

To meet this growing demand, the country needs US$ 50 billion annually for the next 20 years. India needs to add 3.1 million beds by 2018 to the existing 1.1 million, and requires immediate investments of US$ 82 billion.

Indian healthcare market is expected to continue growing close to previously projected rates of 10 to 12 per cent. With average household consumption expected to increase by more than seven per cent per annum, the annual healthcare expenditure is projected to grow at 10 per cent and also the number of insured is likely to jump from 100 million to 220 million.

Health Insurance *(Source:* www.ibef.org*)*

Currently only 10 per cent of the Indian population has health insurance, which means that there is tremendous scope for growth in this area. The Indian health insurance business is growing at 50 per cent. The sector is projected to grow to US$ 5.75 billion by 2010, according to a study by the PHD Chamber of Commerce and Industry.

Investments in Healthcare *(Source:* www.ibef.org*)*

The sector has been attracting huge investments from domestic players as well as financial investors and private equity (PE) firms. Funds such as ICICI Ventures, IFC, Ashmore and Apax Partners invested about US$ 450 million in the first six months of 2008-09 compared with US$ 125 million in the same period a year ago, according to an analysis carried out by Feedback Ventures. Feedback Ventures expects PE funds to invest at least US$ 1 billion in the healthcare sector in the next five years.

According to a Venture Intelligence study, 12 per cent of the US$ 77 million venture capital investments in the July-September 2009 quarter were in the healthcare sector.

As part of its 'Healthymagination' initiative, GE will spend US$ 3 billion over the next six years on research and development, provide US$ 2 billion of financing over the next six years to drive healthcare information technology and health in rural and underserved areas, and invest US$ 1 billion in partnerships, content and services.

The government, along with participation from the private sector, is planning to invest US$ 1 billion to US$ 2 billion in an effort to make India one of the top five global pharmaceutical innovation hubs by 2020.

The Ajay Piramal Group-owned private equity (PE) firm, India Venture Advisors, will launch its second US$ 150 million healthcare fund next year. Leading international clinic chain Asklepios International is gearing up for a foray into the Indian healthcare market. As part of the 2.3 billion euro group's strategy to enter the sub-continent, Asklepios is mulling the launch of a US$ 100 to US$ 200 million fund. Gulf-based healthcare group Dr Moopen is investing over US$ 200 million for setting up hospitals and eye-care centres across India. Healthcare major, Fortis Hospitals plans to invest US$ 55 million, to expand its facilities pan-India.

Medical Tourism *(Source:* www.ibef.org *)*

In 2007, India treated 4,50,000 foreign patients ranking it second in medical tourism.

According to a study by McKinsey and the CII, medical tourism in India could become a US$ 2 billion industry by 2012 (from US$ 350 million in 2006). Credit Suisse estimates medical tourism to be growing at between 25-30 per cent annually.

The key selling points of the medical tourism industry are its cost effectiveness and its combination with the attractions of tourism. Treatment cost is lowest in India – 20 per cent of the average cost incurred in the US, Singapore, Thailand and South Africa.

Areas of Opportunity *(Source:* www.ibef.org*)*

The fast growth in the Indian healthcare sector has created various pockets of opportunities for investors. A recent FICCI-Ernst and Young (E&Y) report highlights several such areas within the healthcare sector.

- Medical infrastructure forms the largest portion of the healthcare pie. Beds in excess of one million need to be added to reach a ratio of 1.85 per thousand at an investment of US$ 77.9 billion.
- The medical equipment industry is around US$ 2.17 billion and is growing at 15 per cent per year. It is estimated to reach US$ 4.97 billion by 2012.
- The medical textiles industry is projected to double to reach US$ 753 million by 2012.
- Clinical trials have the potential to become a US$ 1 billion industry by 2010 and the health services outsourcing sector has the potential to grow to US$ 7.4 billion by 2012, from US$ 3.7 billion in 2006.

Notwithstanding the current economic slowdown, the US$ 2.26 billion Indian wellness services market is expected to grow at about 30-35 per cent for the next five years on the back of rising consumerism, globalisation and changing lifestyles, according to a FICCI-Ernst and Young study.

Government Initiative *(Source:* www.ibef.org*)*

The Government launched the National Rural Health Mission (NRHM) in 2005. It aims to provide quality healthcare for all and increase the expenditure on healthcare from 0.9 per cent of GDP to 2-3 per cent of GDP by 2012.

During the 2009 interim budget, the government allocated US$ 2.42 billion for NRHM.

The government has announced a US$ 63.2 million initiative to promote domestic manufacture of medical devices such as stents, catheters, heart valves and orthopaedic implants that will lead to lower prices of these critical equipment.

COMPANY SUMMARY

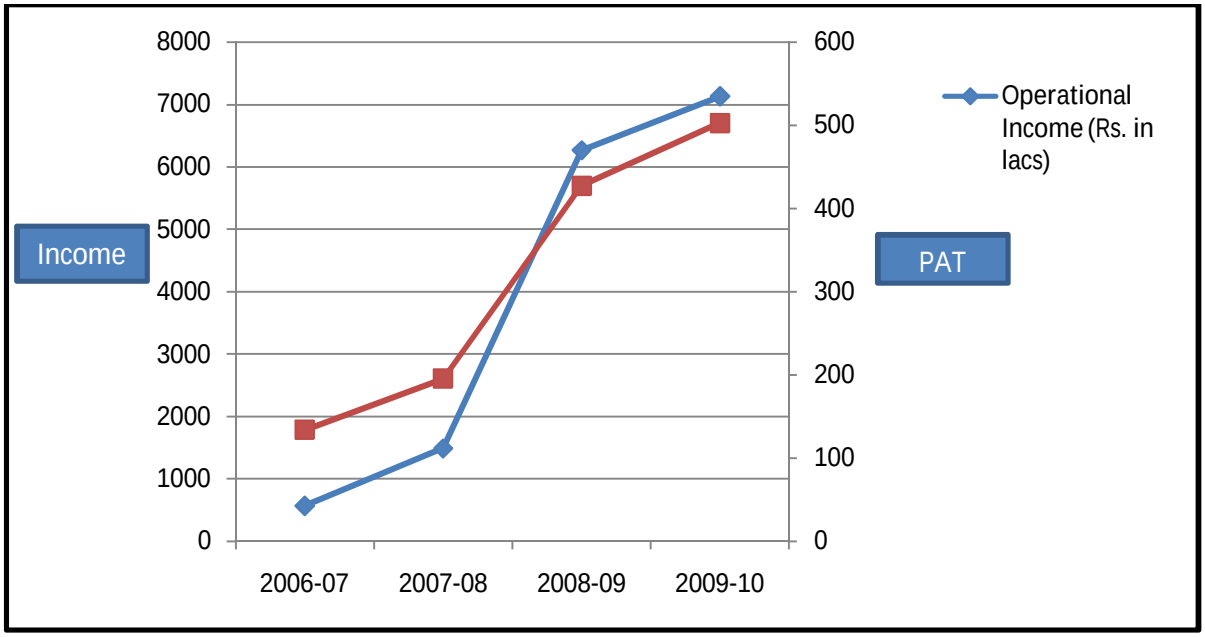
Introduction

Rama Group is a regional player having diversified business interest in the field of education, healthcare, construction, etc. We are the flagship Company of our group providing medical services in the vicinity of Kanpur.

During the year 2005, we commenced managing of operations of 100 bed on license basis belonging to the hospital run by Rama Educational Society Limited at Lakhanpur, Kanpur. Thereafter during 2007, we commenced managing of operations of 150 bed on license basis belonging to the hospital run by Rama Educational Society Limited at Mandhana, Kanpur. We have recently set up a multi specialty hospital in the name of Rama Satellite Hospital spread across in total area of 24,450 sq ft. having 150 beds capacity situated at Shivrajpur, Kanpur. Presently we operate and run 3 Hospitals at Kanpur having a total capacity of 400 beds. The medical services provided at these hospitals include General Surgery, Orthopedic Surgery, Uro Surgery, Nephrology, Neurology, Pediatrics, Gynecology, Obstetrics, etc. We are committed to deliver quality healthcare services to our patients and have created quality medical environment at our hospitals supported by advance medical technology and experienced team of Doctors and healthcare professionals. We are proposing to set up a 300 beds cancer and cardiac super specialty hospital at Mandhana, Kanpur.

We are presently having four retail pharmacy outlets of which three are operational inside the licensed hospital premises and one at our hospital at Shivrajpur. These pharmacy outlets operate on 24X7 basis to ensure smooth supply of medicines to the hospitals.

Financial performance of the Company in last three years



Competitive Strength

1. **Experienced Management**: Our senior management team includes our Chairman Dr. B.S. Kushwah, the promoter and founder of the Company, Dr. Suraj, Managing Director and Dr. Anu Kushwah, Whole Time Director of the Company having professional and working experience in the field of healthcare. The Company shall gain from their experience. Further, our board composition with independent directors having experience in the field of banking, administration and medical provides strength to execute the planned strategy for the growth of Company.

2. **Quality Patient Care**: The belief of our company to provide quality care to patients has been one of the strong reasons for our success. We have hired skilled doctors and well trained hospital staff to provide medical services to our patients. We have been awarded ISO 9001:2000 in the year 2008 for our quality services.

3. **Professionally Managed Administration:**. We believe our combination of a professionally managed administration with a commitment to patient care and high ethical standards enables us to operate our hospitals more efficiently and leads to greater innovation in the management philosophy across our hospitals, while at the same time providing quality care to our patients.

4. **Brand Equity**: We believe the "Rama" healthcare brand is widely accepted by both healthcare professionals and patients in Kanpur. We also believe our reputation helps us attract not only patients, but also well-known doctors and other healthcare professionals to our facilities. Our group entity, Rama Educational Society has educated and groomed more than 600 medical professional since 1996.

Business Strategy

Our management believes that present competitive strengths and proper planning and timely execution of following business strategies would drive the future growth of the Company.

1. **Expanding the presence:** Presently our area of operations is concentrated in the vicinity of Kanpur. We opine that expanding ourselves geographically is natural growth process that would require detailed planning, strategy development, identification and deployment of resources, etc. and would contribute to our revenue, profitability and visibility of brand.

2. **Inorganic Growth:** We are a growing company that is looking to spread its arm in different regions and eventually to become a company providing medical services to Pan India. We may look forward towards the inorganic route to increase our presence and expand our network. It would also assist to reduce the capex burden and the time involved for different related activities like identification of land, purchase of land, approvals for construction of hospital, etc. as required for setting up new hospitals.

3. **Increase our focus on high growth segments:** With the growth of economy, change in lifestyle and increase in disposable income there has been increase in lifestyle related disease like heart diseases, diabetes, arthritis, spondalytis, etc. This has resulted in increase in health awareness among individuals and has also increased the demand for quality medical services. Due to complex nature of procedures involved and requirement of specialized doctors for executing the procedures, the prices charged are relatively higher and also more profitable for the hospitals. Our proposed speciality hospital for cancer and cardiac is the step towards providing these high profit margin medical services with continuous aim to venture into other profitable medical services.

4. **Improve Occupancy level and reduce average length of stay in hospitals:** We seek to increase our occupancy level in the hospitals with aim to improve the occupancy rates of the hospitals. Our major revenue from inpatient is generated within few days from the date of admission in the hospital as there are number of important medical procedures to be carried for identification of ailment and to commence the medical treatment. We seek to reduce the length of stay of our patients, focus on high profit margin medical services and increase the average income per bed of our hospitals.

SUMMARY OF FINANCIAL INFORMATION

Statement of Assets & Liabilities, restated

(Rs. in lakhs)

	Particulars	As at 31.03.10	As at 31.03.09	As at 31.03.08	As at 31.03.07	As at 31.03.06
A.	**Fixed Assets**					
	Gross block	3482.72	2016.60	1387.25	740.25	630.64
	Less: Depreciation	467.31	354.05	248.50	179.45	138.57
	Net Block	3015.41	1662.55	1138.75	560.80	492.07
	Less: Revaluation Reserve	-	-	-	-	-
	Net Block after adjustment for Revaluation Reserve	**3015.41**	**1662.55**	**1138.75**	**560.80**	**492.07**
B.	**Investments**	-	-	-	-	-
C.	**Current Assets, Loans and Advances**					
	Inventories	897.82	1193.74	702.94	-	-
	Sundry Debtors	508.42	143.08	106.33	92.42	156.14
	Cash and Bank Balances	59.35	13.07	12.66	35.33	11.91
	Loans and Advances	427.77	655.26	933.64	739.34	356.56
		1893.36	**2005.15**	**1755.57**	**867.09**	**524.61**
D.	**Liabilities and Provisions:**					
	Secured Loans	1639.32	1213.16	944.08	127.43	1.86
	Current Liabilities and Provisions	688.36	372.37	444.14	138.77	125.51
	Deferred Tax Liabilities	82.64	86.48	79.79	62.28	55.61
		2410.32	**1672.01**	**1468.01**	**328.48**	**182.98**
E.	**Net Worth (A)+(B)+(C)-(D)**	**2498.45**	**1995.69**	**1426.31**	**1099.41**	**833.70**
F.	**Represented by**					
	Share Capital	1565.14	1565.14	1248.87	1003.59	727.36
	Reserves	933.31	430.55	177.44	95.82	106.34
	Less Revaluation Reserve	-	-	-	-	-
	Reserves(Net of Revaluation Reserves)	933.31	430.55	177.44	95.82	106.34
	Net Worth	**2498.45**	**1995.69**	**1426.31**	**1099.41**	**833.70**

Statement of Profits & Losses, restated

(Rs. in lakhs)

Particulars	2009-10	2008-09	2007-08	2006-07	2005-06
Income					
Income from Hospital Operations	3684.75	2085.38	888.01	569.31	337.40
Sales of Medicines	3443.78	4180.32	600.59	-	-
Income from Operations	**7123.53**	**6265.70**	**1488.60**	**569.31**	**337.40**
Other Income	58.78	86.34	151.76	50.97	24.48
Increase (Decrease) in Inventories	(295.92)	490.80	702.94	-	-
Total Income	**6891.39**	**6842.84**	**2343.30**	**620.28**	**361.88**
Expenditure					
Purchases	2837.67	4091.06	1190.30	-	-
Staff Costs	249.64	358.06	256.27	152.07	24.17
Hospital Expenses	2354.65	1078.98	244.01	181.27	66.24
Administration Expenses	396.63	390.52	220.95	48.20	48.24
Depreciation	113.25	105.55	69.05	40.88	39.36
Finance Charges	202.63	174.69	62.68	7.75	0.33
Total Expenditure	**6154.47**	**6198.86**	**2043.26**	**430.17**	**178.34**
Net Profit before tax and Extraordinary items	**736.92**	**643.98**	**300.04**	**190.11**	**183.54**
Taxation					
Current tax	238.00	209.46	87.08	72.18	72.41
Fringe Benefit Tax	-	3.45	0.55	0.55	-
Deferred tax	(3.84)	6.69	17.51	6.67	(0.28)
Net Profit before Extraordinary Items	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**
Extraordinary items	-	-	-	-	-
Net Profit after Extraordinary Items	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**
Add: Profits Brought forward from previous year	**430.55**	**177.44**	**95.82**	**106.34**	**167.05**
Profit available for appropriation	**933.31**	**601.82**	**290.72**	**217.05**	**278.46**
Less: Appropriation					
Utilized for issue of bonus share	**-**	171.27	113.28	121.23	172.12
Net Profit Carried forward to Balance Sheet	**933.31**	**430.55**	**177.44**	**95.82**	**106.34**

Statement of Cash Flows, restated

(Rs . in lakhs)

Particulars	2009-10	2008-09	2007-08	2006-07	2005-06
(A) Cash Flows from Operating Activities:					
Net Profit before Taxation	736.92	643.98	300.04	190.11	183.54
Adjustments for:					
Depreciation	113.25	105.55	69.05	40.88	39.36
Interest Income	(46.81)	(79.45)	(151.57)	(50.97)	(24.00)
Preliminary expenses Written off	-	-	-	-	0.02
Profit on sale of investment	-	-	-	-	(0.46)
Interest Paid	202.63	174.69	62.68	7.75	0.33
Operating Profit before Working Capital Changes	**1,005.99**	**844.77**	**280.20**	**187.77**	**198.79**
Change in Trade and Other Receivables	(365.34)	(36.75)	(13.91)	63.72	(156.14)
Change in Inventories	295.92	(490.80)	(702.94)	-	-
Change in Other Current Assets	227.49	278.38	(194.30)	(382.78)	(225.58)
Change in Current Liabilities	124.46	(250.31)	284.82	30.75	37.47
Income-taxes paid	(46.46)	(34.37)	(67.08)	(90.22)	(30.52)
Net Cash Flow from Operating Activities	**1,242.06**	**310.92**	**(413.21)**	**(190.76)**	**(175.98)**
(B) Cash Flow from Investing Activities:					
Change in Fixed Assets	(1,466.12)	(629.35)	(647.00)	(109.61)	(128.10)
Investments Sold / (Purchased)	-	-	-	-	0.51
Net Cash Flow used in Investing Activities	**(1,466.12)**	**(629.35)**	**(647.00)**	**(109.61)**	**(127.59)**
(C) Cash Flows from Financing Activities					
Changes in Borrowings	426.16	269.08	816.65	125.57	(1.39)
Proceeds from Issuance of Capital	-	145.00	132.00	155.00	211.00
Interest Income	46.81	79.45	151.57	50.97	24.00
Interest Paid	(202.63)	(174.69)	(62.68)	(7.75)	(0.33)
Net Cash Flow from Financing Activities	**270.34**	**318.84**	**1,037.54**	**323.79**	**233.28**
Net increase in cash and cash equivalents	46.28	0.41	(22.67)	23.42	(70.29)
Cash and Cash Equivalents at the beginning	13.07	12.66	35.33	11.91	82.20
Cash and Cash Equivalents at the end of the year	59.35	13.07	12.66	35.33	11.91

THE ISSUE

Fresh Issue	[●] Equity Shares
Of which:	
Qualified Institutional Buyers portion	Upto [●] Equity Shares, constituting 50% of the Issue (allotment on a proportionate basis)
Of which:	
Reservation for Mutual Funds	[●] Equity Shares (allocation on a Proportionate basis) Constituting 5% of QIB Portion
Balance for all QIBs including Mutual Funds	Upto [●] Equity Shares (allotment on a proportionate basis)
Non Institutional portion	Up to [●] Equity Shares (allocation on a proportionate basis) constituting 15% of the Issue
Retail portion	Up to [●] Equity Shares (allocation on a proportionate basis) constituting 35% of the Issue
Equity Shares outstanding prior to the Issue	1,56,51,419 Equity Shares
Equity Shares outstanding after the Issue	[●] Equity Shares
Objects of the Issue:	
Use of Proceeds of the Issue	For information, please refer to the section titled "Objects of the Issue" beginning on page 30 of this Draft Red Herring Prospectus

Under-subscription, if any, in any of the categories would be met with spill over from other categories or combination of categories at the discretion of the Company in consultation with the BRLM. For more information, please refer to "Issue Procedure – Basis of Allotment" on page 201.

GENERAL INFORMATION

Name of the Company	***RAMA MEDICARES LIMITED***
Registered Office:	117/K-137, Sarvodaya Nagar, Kanpur - 208005, Uttar Pradesh **Tel:** +91-512-2584225/2584226; **Fax:** +91-512-2585041 **E-mail:** ipo@ramamedicare.com
Contact Person:	Ms. Nidhi Agarwal , Company Secretary & Compliance Officer
Registrar of the Company:	10/499 b, Allenganj, Khalasi Line, Kanpur-208002, Tel: +91-512-352304, Fax: +91-512-291769
Registration Number:	20/17906
CIN:	U85110UP1995PLC017906
Permanent Account Number	AAECR4680A

BOARD OF DIRECTORS

The Board of Directors of our company comprises of:

Sr. No.	Name	Designation	Status	Director Identification Number (DIN No.)
1.	Dr. B.S. Kushwah	Chairman and Managing Director	Executive and Non-Independent	00080753
2.	Dr. Suraj	Managing Director	Executive and Non-Independent	00323273
3.	Mrs. Rama Kushwah	Whole Time Director	Executive and Non-Independent	00080798
4.	Dr. Anu Kushwah	Whole Time Director	Executive and Non – Independent	00081111
5.	Capt. Jagat Veer Singh Drona	Director	Non Executive Independent	00095848
6.	Mr. Jagannath Pal	Director	Non Executive Independent	02978705
7.	Mr. Tilak Raj Joshi	Director	Non Executive Independent	02978743
8.	Dr. Raghunandan Prasad Pathak	Director	Non Executive Independent	03152676

BRIEF BIOGRAPHY OF THE DIRECTORS

For Biography of other directors please refer page no. 76 under the head “Management”.

COMPANY SECRETARY AND COMPLIANCE OFFICER

Ms. Nidhi Agarwal
Add: 117/K-137, Sarvodaya Nagar, Kanpur - 208005, Uttar Pradesh
Tel: +91-0512-2584225, **Fax:** +91-0512-2585041
Email: ipo@ramamedicare.com

REGISTRAR TO THE ISSUE

KARVY COMPUTERSHARE PRIVATE LIMITED
Karvy House, 46, Avenue 4, Street No. 1,
Banjara Hills, Hyderabad- 500034.
Tel : +91-40- 2342 0815; **Fax :** +91-40- 2342 0814
Toll Free No: 1-800-345 4001; **Website :** www.karvy.com
E-Mail : rama.ipo@karvy.com
SEBI Registration. No : INR 000000221

BOOK RUNNING LEAD MANAGER TO THE ISSUE

KEYNOTE CORPORATE SERVICES LIMITED
Add: 4th Floor, Balmer Lawrie Building,
5, J. N. Heredia Marg Ballard Estate,
Mumbai – 400 001.
Tel.: (022) 3026 6000; **Fax:** (022) 2269 4323
E-mail: mbd@keynoteindia.net
Website: www.keynoteindia.net
Contact person: Mr. Girish Sharma / Mr. Raunak Gokhale

LEGAL ADVISORS TO THE ISSUE

ZENITH INDIA LAWYERS
Add: M-7/17, DLF-Phase-II, Gurgaon, Haryana
Tel: 9899016169; **Fax:** 0124-4296671
Email: rajranibhalla@gmail.com

STATUTORY AUDITORS

SAP ASSOCIATES
Add: 490, Sector 47 , Noida, Uttar Prasdesh
Tel: +91-120-4345759; **Fax:+**91**-**120-4345759
Email: sap.apsingh@gmail.com
Contact Person: Mr. A.P. Singh
Firm Registration No: 08161C
Peer Review Certificate No. 004626

FINANCIAL ADVISOR TO THE COMPANY

SUNLIFE FINANCIAL SERVICES PVT. LTD.
B-202, Crystal plaza, new link road,
Andheri (w), Mumbai – 400 053
Tel: +91-22-66975000**; Fax:** +91-22-66975004
Email: ipo@sunlifefinance.in
Contact person: Mr. Arvind Chaturvedi

BANKERS TO THE COMPANY

BANK OF INDIA
Kasturbamarg Branch,
Thapar House, 269/41, Birhana Road,
Kanpur – 208001, Uttar Pradesh
Tel: 0512 – 2361899/2367742 **Fax:** 0512 – 2300328
Website: www.bankofindia.com
Contact Person: Mr. R.C. Chawla - AGM

BANKERS TO THE ISSUE

[●]

SELF CERTIFIED SYNDICATE BANKS

As on date following banks are registered with SEBI for collection of ASBA forms:

1.	Axis Bank Ltd	18.	ICICI Bank Ltd
2.	State Bank of Hyderabad	19.	Vijaya Bank
3.	Corporation Bank	20.	Bank of Maharashtra
4.	State Bank of Travencore	21.	State Bank of India
5.	IDBI Bank Ltd.	22.	Andhra Bank
6.	State Bank of Bikaner and Jaipur	23.	HSBC Ltd.
7.	YES Bank Ltd.	24.	Kotak Mahindra Bank Ltd.
8.	Punjab National Bank	25.	Bank of India
9.	Deutsche Bank	26.	CITI Bank
10.	Union Bank of India	27.	IndusInd Bank
11.	HDFC Bank Ltd.	28.	Allahabad Bank
12.	Bank of Baroda	29.	Karur Vysya Bank ltd.
13.	The Federal bank	30.	Indian Bank
14.	Central bank of India	31.	Oriental Bank of Commerce
15.	Standard Chartered Bank	32.	J P Morgan Chase Bank N.A.
16.	Nutan Nagrik Sahakari Bank ltd	33.	UCO bank
17.	Canara Bank		

For the details of list of controlling banks along with its branches for ASBA please visit the website of SEBI, BSE and NSE at www.sebi.gov.in, www.bseindia.com, www.nseindia.com respectively.

STATEMENT OF INTER SE ALLOCATION OF RESPONSIBILITIES FOR THE ISSUE

Since Keynote Corporate Services Limited is the sole BRLM to this issue, inter-se allocation of responsibility is not applicable. However the responsibilities of BRLM include:

	Activity	Responsibility & Co ordinator
A.	Capital Structuring with relative components and formalities such as the composition of equity instrument, Structuring of the issue instrument	Keynote
B.	Draft and design of the offer document and of advertisement/publicity material including newspaper advertisement and brochure/memorandum containing salient features of the offer document.	Keynote
C.	Due Diligence certificate in compliance with SEBI (ICDR) Regulations, 2009 and other stipulated requirements and completion of prescribed formalities with Stock Exchanges, Registrar of Companies and SEBI	Keynote
D.	Marketing of the Issue, which will cover, interalia formulating of marketing strategies, preparation of publicity budget, arrangement for selection of Ad Media, Centres for holding conferences of Stock Brokers, Investors etc, Bankers to the Issue.	Keynote
E.	Selection of various agencies connected with the issue such as Registrars to the Issue, Printers, Advertising Agency and Brokers.	Keynote
F.	Selection of Bankers to the Issue, collection centres	Keynote
G.	Follow up with Bankers to the issue on collections and advising the issuer about closure of the issue based on correct figures	Keynote
H.	Post issue activities will involve submission of statutory reports, essential follow up steps including finalization of basis of allotment, listing of instrument and dispatch of certificates and refunds, coordination with various agencies connected with the work such as registrars to the issue, bankers to the issue (Self Certified Syndicate Banks) and the bank handling the refund business. Even if many of these activities will be handled by other intermediaries, the designated Lead Manager shall be responsible for ensuring that these agencies fulfill their functions and enable to discharge this responsibility through suitable agreement with the issue company.	Keynote

IPO GRADING

[•]

CREDIT RATING

As the Issue is of Equity Shares, credit rating is not required.

TRUSTEES

As the Issue is of Equity Shares, the appointment of trustees is not required.

MONITORING AGENCY

Since the proposed IPO size is less than Rs. 500 crores there is no requirement for appointment of monitoring agency for this IPO.

APPRAISING AGENCY

The project has not been appraised by any agency

BOOK BUILDING PROCESS

The Book Building Process refers to the process of collection of Bids, on the basis of the Draft Red Herring Prospectus, within the Price Band. The Issue Price is fixed 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, in this case being Keynote Corporate Services Limited;
(3) The Syndicate Member who are intermediaries registered with SEBI or registered as brokers with BSE / NSE and eligible to act as underwriters. Syndicate Members are appointed by the BRLM;
(4) The Registrar to the Issue in this case being Karvy Computershare Pvt. Ltd.; and
(5) Escrow Collection Banks and
(6) Self Certified Syndicate Banks

The Issue is being made through the 100% Book Building Process where upto 50% of the Net Issue to the public shall be allocated on a proportionate basis to eligible Qualified Institutional Buyers ("QIBs"). 5% of the QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only and the remainder of the QIB Portion shall be available for allocation on a proportionate basis to all other eligible QIBs, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. Further, not less than 15% of the Net Issue to the public shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% of the Net Issue to the public 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.

In accordance with the SEBI Regulations, QIBs are not allowed to withdraw their Bid(s) after the Bid/Issue Closing Date. The margin money collected shall be uniform across all the categories of investors. For further details, see section "Terms of the Issue" on page no. 172 of this Red Herring Prospectus.

The Company shall comply with the SEBI Regulations and any other directions issued by SEBI for this Issue. In this regard, we have appointed the Keynote Corporate Services Limited as the Book Running Lead Manager to manage the Issue.

The process of Book Building under the SEBI Regulations is subject to change from time to time and the investors are advised to make their own judgment about investment through this process prior to making a Bid or application in the Issue.

Illustration of Book Building and Price Discovery Process *(Investors should note that this example is solely for illustrative purposes and is not specific to the Issue)*

Bidders can bid at any price within the price band. For instance, assuming a price band of Rs. 40/- to Rs. 48/- per share, issue size of 6,000 equity shares and receipt of nine bids from bidders, details of which are shown in the table below, the illustrative book would be as below. 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 indicates the demand for the shares of the Company at various prices and is collated from bids from various investors.

Number of equity shares bid for	Bid Price (Rs.)	Cumulative equity shares bid	Subscription
500	48	500	8.33%
700	47	1,200	20.00%
1,000	46	2,200	36.67%
400	45	2,600	43.33%
500	44	3,100	51.67%
200	43	3,300	55.00%
2,700	42	6,000	100.00%
800	41	6,800	113.33%
1,200	40	8,000	133.33%

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. 42/- in the above example. The issuer, in consultation with the BRLM will finalize the issue price at or below such cut-off price i.e. at or below Rs. 42/-. All bids at or above this issue price and cut-off bids are valid bids and are considered for allocation in respective category.

Steps to be taken by the Bidders for Bidding

1. Check eligibility for making a Bid (see section titled "Issue Procedure - Who Can Bid?" on page no. 179 of this Draft Red Herring Prospectus);

2. Ensure that you have a dematerialised account and the dematerialised account details are correctly mentioned in the Bid cum Application Form;
3. Ensure that you have mentioned your PAN (see "Issue Procedure – PAN" on page no. 178 of this Draft Red Herring Prospectus); and
4. Ensure that the Bid cum Application Form / ASBA Form is duly completed as per instructions given in this Draft Red Herring Prospectus and in the Bid cum Application Form / ASBA Form;

Withdrawal of the Issue

The Company, in consultation with the BRLM, reserves the right not to proceed with the issue after the bidding and if so, the reason thereof shall be given as a public notice within two days of the closure of the issue. The public notice shall be issued in the same newspapers where the pre-issue advertisement had appeared. The stock exchanges where the specified securities were proposed to be listed shall also be informed promptly. If the Company withdraws the Issue after the Bid / Issue Closing Date and thereafter determines that it will proceed with an initial public offering of its Equity Shares, it shall file a fresh Draft Red Herring Prospectus with the SEBI.

Bid/Issue Programme

Bidding Period/Issue Period

BID/ISSUE OPENS ON	**[●]**
BID/ISSUE CLOSES ON	**[●]**

Bids and any revision in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) during the Bidding Period as mentioned above at the bidding centres mentioned on the Bid cum Application Form. On the Bid / Issue Closing Date, Bids shall be uploaded until (i) 4.00 p.m. in case of Bids by QIB Bidders and Non- Institutional Bidders and (ii) until 5.00 p.m. or such extended time as permitted by the NSE and the BSE, in case of Bids by Retail Individual Bidders. It is clarified that Bids not uploaded in the book, would be rejected. Bids by ASBA Bidders shall be uploaded by the SCSB in the electronic system to be provided by the NSE and the BSE.

In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid form, for a particular bidder, the details as per physical application form of that Bidder may be taken as the final data for the purpose of allotment. In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical or electronic Bid cum Application Form submitted through the ASBA process, for a particular ASBA Bidder, the Registrar to the Issue shall ask for rectified data from the SCSB.

Due to limitation of time available for uploading the Bids on the Bid / Issue Closing date, the bidders are advised to submit their Bids one day prior to the Bid / Issue Closing Date and, in any case, no later than the times mentioned above on the Bid / Issue Closing Date. All times are Indian Standard Time. Bidders are cautioned that in the event a large number of Bids are received on the Bid / Issue Closing Date, as is typically experienced in public offerings, some Bids may not get uploaded due to lack of sufficient time.

Such Bids that cannot be uploaded will not be considered for allocation under the Issue. If such Bids are not uploaded, the Issuer, BRLMs and Syndicate members will not be responsible. Bids will be accepted only on Business Days, i.e., Monday to Friday (excluding any public holidays).

The Company reserves the right to revise the Price Band during the Bid / Issue Period in accordance with the SEBI Regulations provided that the Cap Price is less than or equal to 20% of the Floor Price. The Floor Price can be revised up or down to a maximum of 20% of the Floor Price advertised at least one day before the Bid / Issue Opening Date.

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 the Bidding Period/Issue Period not exceeding 10 working days. Any revision in the Price Band and the revised Bidding Period/Issue Period, if applicable, will be widely disseminated by notification to the BSE and the NSE, by issuing a press release, and also by indicating the change on the web sites of the Book Runners at the terminals of the Syndicate.

Underwriting Agreement

After the determination of the Issue Price but prior to filing of the Prospectus with ROC, the Company proposes to enter into an Underwriting Agreement with the Underwriter for the Equity Shares proposed to be offered through this 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 Member does not fulfill its underwriting obligations. Pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriter are subject to certain conditions, as specified therein.

The Underwriter has indicated its intention to underwrite the following number of Equity Shares:

(This portion has been intentionally left blank and will be completed prior to filing of the Prospectus with ROC)

Name & Address of the Underwriter	Indicative Number of Equity Shares to be Underwritten	Amount Underwritten (Rs. in Lacs)
[●]	[●]	[●]
[●]	[●]	[●]

The amounts mentioned above are indicative and this would be finalized after determination of Issue Price and actual allocation of the Equity Shares. The Underwriting Agreement is dated **[●]**. In the opinion of the Board of Directors (based on a certificate given to them by BRLM and the Syndicate Member), the resources of the Underwriter are sufficient to enable it to discharge its underwriting obligations in full. The above-mentioned Underwriter is registered with SEBI under Section 12(1) of the SEBI Act or registered as broker / Merchant Banker with the Stock Exchange[s].

The Underwriter shall be responsible for ensuring payment with respect to the Equity Shares allocated to investors procured by them. In the event of any default, the Underwriter in addition to other obligations to be defined in the Underwriting Agreement, will also be required to procure / subscribe to the extent of the defaulted amount.

CAPITAL STRUCTURE

The share capital of the Company as on the date of filing of this Draft Red Herring Prospectus with SEBI is as set forth below:

Share Capital	Aggregate Value at Nominal Price (Amount in Rs.)	Aggregate Value at Issue Price (Amount in Rs.)
A. Authorized Capital: 3,00,00,000 Equity Shares of Rs 10. each	30,00,00,000	30,00,00,000
B. Issued, Subscribed and Paid Up Capital before this Issue: 1,56,51,419 Equity Shares of the Face Value of Rs.10 /- each	15,65,14,190	[•]
C. Present Issue to the Public in terms of this Offer Document [•] Equity Shares of Rs. 10/- each	[•]	[•]
Of which i) QIB portion upto [•] Equity Shares (1) ii) Non Institutional Portion not less than [•] Equity Shares (1) iii) Retail Portion of not less than [•] Equity Shares (1)	[•]	[•] [•] [•]
D. Issued, Subscribed and Paid-Up Capital after this Issue [•] Equity Shares of the Face Value of Rs. 10/- each	[•]	[•]
Securities Premium Account Before this Issue After this Issue	Nil [•]	

(1)Under-subscription, if any, in any of the above categories would be allowed to be met with spillover inter-se from any other categories, at the sole discretion of the Company and BRLM.

Note: The Company is considering a Pre-IPO placement of upto 15,00,000 equity shares aggregating around Rs. 1500.00 lacs with certain investors, prior to the completion of the issue. In such a case the issue size offered to the public would be reduced to the extent of such Pre-IPO placement, subject to a minimum issue size of 25%of the post issue capital being offered to the public.

Changes in the authorized capital since inception are as follows:

Date	Authorized Capital Increased From	Authorized Capital Increased to
At Incorporation i.e. April 21, 1995	-	1,00,000 equity shares of Rs. 10/- each aggregating to Rs. 10.00 Lacs
March 31, 1997	1,00,000 equity shares of Rs. 10/- each aggregating to Rs. 10.00 Lacs	2,50,000 equity shares of Rs. 10/- each aggregating to Rs. 25.00 Lacs

March 31, 1999	2,50,000 equity shares of Rs. 10/- each aggregating to Rs. 25.00 Lacs,	3,50,000 equity shares of Rs. 10/- each aggregating to Rs. 35.00 Lacs
December 05, 2002	3,50,000 equity shares of Rs. 10/- each aggregating to Rs. 35.00 Lacs	20,00,000 equity shares of Rs. 10/- each aggregating to Rs. 200.00 Lacs
February 20, 2004	20,00,000 equity shares of Rs. 10/- each aggregating to Rs. 200.00 Lacs	50,00,000 equity shares of Rs. 10/- each aggregating to Rs. 500.00 Lacs
May 26, 2005	50,00,000 equity shares of Rs. 10/- each aggregating to Rs. 500.00 Lacs	65,00,000 equity shares of Rs. 10/- each aggregating to Rs. 650.00 Lacs
January 07, 2006	65,00,000 equity shares of Rs. 10/- each aggregating to Rs. 650.00 Lacs	75,00,000 equity shares of Rs. 10/- each aggregating to Rs. 750.00 Lacs
November 10, 2006	75,00,000 equity shares of Rs. 10/- each aggregating to Rs. 750.00 Lacs	1,50,00,000 equity shares of Rs. 10/- each aggregating to Rs. 1,500.00 Lacs
March 28, 2009	1,50,00,000 equity shares of Rs. 10/- each aggregating to Rs. 1,500.00 Lacs	3,00,00,000 equity shares of Rs. 10/- each aggregating to Rs. 3,000.00 Lacs

Notes to the Capital Structure:

1. History of Paid-up Equity Share Capital of the Company is as follows

Date of Allotment	Face Value (Rs.)	Issue Price (Rs.)	No. of Shares	Cum. No. of shares	Nature of allotment	Nature of Consideration
Incorporation	10	10.00	200	200	Subscription to Memorandum	Cash
March 29, 1996	10	10.00	1,630	1,830	Allotment to Promoters, Promoter Group & Non-Promoters	Cash
March 30, 1997	10	10.00	9,600	11,430	Allotment to Promoters & Promoter Group	Cash
March 25, 1998	10	10.00	9,600	21,030	Allotment to Promoter & Promoter Group	Cash
December 05, 2002	10	10.00	3,28,200	3,49,230	Allotment to Promoters, Promoter Group and Non-Promoters	Cash
March 25, 2003	10	10.00	11,40,000	14,89,230	Allotment to Promoter Group and Non Promoters	Cash
March 29, 2004	10	10.00	4,53,170	19,42,400	Allotment to Promoters & Promoter Group	Cash
December 29, 2004	10	10.00	15,00,000	34,42,400	Allotment to Promoter Group	Cash
May 26, 2005	10	N.A.	17,21,200	51,63,600	Bonus@1:2	Capitalisation of Reserve

Date of Allotment	Face Value (Rs.)	Issue Price (Rs.)	No. of Shares	Cum. No. of shares	Nature of allotment	Nature of Consideration
March 10, 2006	10	10.00	19,65,000	71,28,600	Allotment to Promoters & Promoter Group	Cash
March 31, 2006	10	10.00	1,45,000	72,73,600	Allotment to Promoter & Promoter Group	Cash
December 26, 2006	10	N.A.	12,12,266	84,85,866	Bonus@1:6	Capitalisation of Reserve
December 26, 2006	10	10.00	15,50,000	1,00,35,866	Allotment to Promoters	Cash
July 24, 2007	10	10.00	1,60,000	1,01,95,866	Allotment to Promoter Group	Cash
December 29, 2007	10	N.A.	11,32,875	1,13,28,741	Bonus@1:9	Capitalisation of Reserve
March 31, 2008	10	10.00	6,60,000	1,19,88,741	Allotment to Promoters & Promoter Group	Cash
June 30, 2008	10	N.A.	17,12,678	1,37,01,419	Bonus@1:7	Capitalisation of Reserve
March 31, 2009	10	10.00	14,50,000	1,51,51,419	Allotment to Promoters & Promoter Group	Cash
March 10, 2010	10	10.00	5,00,000	1,56,51,419	Allotment to Non Promoter	Cash

2. History of share capital of the promoters:

Name of Promoter	Date of allotment/ transfer	No of shares allotted/ transferred	Consideration	Face Value (Rs.)	Issue Price (Rs.)	% to pre issue capital	% to post issue capital
Dr. B.S. Kushwah	Subscription to Memorandum	100	Cash	10	10.00	0.00	[●]
	March 29, 1996	810	Cash	10	10.00	0.01	[●]
	March 30, 1997	3,600	Cash	10	10.00	0.02	[●]
	March 25, 1998	3,600	Cash	10	10.00	0.02	[●]
	December 05, 2002	3,06,000	Cash	10	10.00	1.96	[●]
	March 29, 2004	2,31,670	Cash	10	10.00	1.48	[●]
	May 26, 2005	2,72,890	Bonus@1:2	10	-	1.74	[●]
	March 10, 2006	2,55,000	Cash	10	10.00	1.63	[●]
	March 31, 2006	1,25,000	Cash	10	10.00	0.80	[●]

Name of Promoter	Date of allotment/ transfer	No of shares allotted/ transferred	Consideration	Face Value (Rs.)	Issue Price (Rs.)	% to pre issue capital	% to post issue capital
	December 26, 2006	1,99,778	Bonus@1:6	10	-	1.28	[●]
	December 26, 2006	15,50,000	Cash	10	10.00	9.90	[●]
	December 29, 2007	3,27,605	Bonus@1:9	10	-	2.09	[●]
	March 31, 2008	3,30,000	Cash	10	10.00	2.11	[●]
	June 30, 2008	5,15,150	Bonus@1:7	10	-	3.29	[●]
	March 31, 2009	6,50,000	Cash	10	10.00	4.15	[●]
	Sub Total	**47,71,203**				**30.48**	
Dr.Suraj	December 05, 2002	2,500	Cash	10	10.00	0.02	[●]
	March 11, 2004	4,10,000	Cash	10	10.00	2.62	[●]
	March 29, 2004	22,500	Cash	10	10.00	0.14	[●]
	May 26, 2005	2,17,500	Bonus@1:2	10	10.00	1.39	[●]
	March 10, 2006	5,75,000	Cash	10	10.00	3.67	[●]
	December 26, 2006	2,04,583	Bonus@1:6	10	10.00	1.31	[●]
	December 29, 2007	1,59,120	Bonus@1:9	10	10.00	1.02	[●]
	March 31, 2008	1,40,000	Cash	10	10.00	0.89	[●]
	June 30, 2008	2,47,315	Bonus@1:7	10	10.00	1.58	[●]
	March 31, 2009	4,30,000	Cash	10	10.00	2.75	[●]
	Sub Total	**24,08,518**				**15.39**	
Grand Total		**71,79,721**					

3. Promoters Contribution and Lock-In:

The eligible shares for Lock-in as per Chapter IV of ICDR Regulations, 2009 for a period of 3 years is as under:

Name of Promoter	Date of allotment/ transfer	No of shares allotted/ transferred	Consideration	Face Value (Rs.)	Issue Price (Rs.)	% to pre issue capital	% to post issue capital
Dr. B.S. Kushwah	April 05, 1995	100	Cash	10	10.00	0.00	[●]
	March 29, 1996	810	Cash	10	10.00	0.01	[●]
	March 30, 1997	3,600	Cash	10	10.00	0.02	[●]
	March 25, 1998	3,600	Cash	10	10.00	0.02	[●]
	December 05, 2002	3,06,000	Cash	10	10.00	1.96	[●]
	March 29, 2004	2,31,670	Cash	10	10.00	1.48	[●]
	May 26, 2005	2,72,890	Bonus@1:2	10	-	1.74	[●]

Name of Promoter	Date of allotment/ transfer	No of shares allotted/ transferred	Considerati on	Face Value (Rs.)	Issue Price (Rs.)	% to pre issue capital	% to post issue capital
	March 10, 2006	2,55,000	Cash	10	10.00	1.63	[●]
	March 31, 2006	1,25,000	Cash	10	10.00	0.80	[●]
	December 26, 2006	1,99,778	Bonus@1:6	10	-	1.28	[●]
	December 26, 2006	15,50,000	Cash	10	10.00	9.90	[●]
	December 29, 2007	3,27,605	Bonus@1:9	10	-	2.09	[●]
	March 31, 2008	3,30,000	Cash	10	10.00	2.11	[●]
	June 30, 2008	5,15,150	Bonus@1:7	10	-	3.29	[●]
	March 31, 2009	6,50,000	Cash	10	10.00	4.15	[●]
	Sub Total	**47,71,203**				**30.48**	
Dr.Suraj	December 05, 2002	2,500	Cash	10	10.00	0.02	[●]
	March 11, 2004	4,10,000	Transfer	10	10.00	2.62	[●]
	March 29, 2004	22,500	Cash	10	10.00	0.14	[●]
	May 26, 2005	2,17,500	Bonus@1:2	10	10.00	1.39	[●]
	March 10, 2006	5,75,000	Cash	10	10.00	3.67	[●]
	December 26, 2006	2,04,583	Bonus@1:6	10	10.00	1.31	[●]
	December 29, 2007	1,59,120	Bonus@1:9	10	10.00	1.02	[●]
	March 31, 2008	1,40,000	Cash	10	10.00	0.89	[●]
	June 30, 2008	2,47,315	Bonus@1:7	10	10.00	1.58	[●]
	March 31, 2009	4,30,000	Cash	10	10.00	2.75	[●]
	Sub Total	**24,08,518**				**15.39**	
Grand Total		**71,79,721**					

Pursuant to the SEBI Regulations, an aggregate of 20% of the post issue capital of the Company i.e. [●] equity shares of Rs.10/- each held by the Promoter shall be locked-in for a period of three years from the date of Allotment in the Issue.

Specific written consent has been obtained from the Promoters for inclusion of the Equity Shares for ensuring lock-in of three years to the extent of minimum 20% of post -Issue paid-up equity share capital from the date of allotment in the proposed public issue. Promoters' contribution does not consist of any private placement made by solicitation of subscription from unrelated persons either directly or through any intermediary.

Shares held by Promoter(s) which are locked in as per the relevant provisions of Regulation 36 of the SEBI Regulations, may be transferred to and amongst Promoter/Promoter group or to a new promoter or persons in control of the Company, subject to continuation of lock -in in the hands of transferees for the remaining period and compliance of Securities and Exchange Board of India (Substantial Acquisition of shares and Takeovers) Regulations, 1997, as applicable. As per Regulation 39 of SEBI (ICDR) Regulations,

2009, the locked-in Equity Shares held by the Promoter(s) can be pledged only with banks or financial institutions as collateral security for loans granted by such banks or financial institutions, provided the pledge of shares is one of the terms of sanction of such loan. Provided that if securities are locked in as minimum promoters' contribution under Regulation 36 of the SEBI Regulations, the same may be pledged, only if, in addition to fulfilling the requirements of this clause, the loan has been granted by such banks or financial institutions for the purpose of financing one or more of the objects of the issue. Other than those shares that are locked in as promoter's contribution for three years, the entire pre-issue share capital will be locked in for a period of one year from the date of allotment in this public issue.

4. Pre & Post Shareholding pattern of the Company

The table below presents the Equity Shareholding pattern of our Company before the proposed Issue and as adjusted for the Issue.

Shareholder Category	No. of Shareholders	Pre-Issue		Post-Issue		Shares pledged or otherwise encumbered	
		No. of Equity Shares	%	No. of Equity Shares	%	No. of Equity Shares	%
Shareholding of Promoter and Promoter Group							
Indian							
Individuals / Hindu Undivided Family	7	1,12,50,094	71.88	1,12,50,094	[•]	Nil	Nil
Central Government / State Government		Nil	Nil	Nil	Nil	Nil	Nil
Bodies Corporate	3	37,30,954	23.84	37,30,954	[•]	Nil	Nil
Financial Institutions / Banks		Nil	Nil	Nil	Nil	Nil	Nil
Any Others (Specify)		Nil	Nil	Nil			
Sub Total (A)(1)	**10**	**1,49,81,048**	**95.72**	**1,49,81,048**	[•]	**Nil**	**Nil**
Foreign							
Individuals (Non-Resident Individuals / Foreign Individuals)		Nil	Nil	Nil	Nil	Nil	Nil
Bodies Corporate		Nil	Nil	Nil	Nil	Nil	Nil
Institutions		Nil	Nil	Nil	Nil	Nil	Nil
Any Other		Nil	Nil	Nil	Nil	Nil	Nil

Shareholder Category	No. of Shareholders	Pre-Issue		Post-Issue		Shares pledged or otherwise encumbered	
		No. of Equity Shares	%	No. of Equity Shares	%	No. of Equity Shares	%
(Specify)							
Sub Total (A)(2)		Nil	Nil	Nil	Nil	Nil	Nil
Total Shareholding of Promoter and Promoter Group (A) =(A)(1)+(A)(2)	**10**	**1,49,81,048**	**95.72**	**1,49,81,048**	[•]	**Nil**	**Nil**
Public Shareholding		Nil	Nil				
Institutions							
Mutual Funds/ UTI		Nil	Nil				
Financial Institutions/ Banks		Nil	Nil				
Central Government/ State Government		Nil	Nil				
Venture Capital Funds		Nil	Nil				
Insurance Companies		Nil	Nil				
Foreign Institutional Investors		Nil	Nil				
Foreign Venture Capital Investors		Nil	Nil	[•]	[•]	**Nil**	**Nil**
Any Others (Specify)		Nil	Nil				
Sub Total (B)(1)		**Nil**	**Nil**				
Non-Institutions							
Body Corporate	2	6,66,666	4.26				
Individuals:							
Individuals - i. Individual shareholders holding nominal share capital up to Rs. 1 Lakh	3	3,705	0.02				
ii. Individual		Nil	Nil				

Shareholder Category	No. of Shareholders	Pre-Issue		Post-Issue		Shares pledged or otherwise encumbered	
		No. of Equity Shares	%	No. of Equity Shares	%	No. of Equity Shares	%
shareholders holding nominal share capital in excess of Rs. 1 Lakh							
Any Other (Specify)		Nil	Nil				
Non-Resident Indians		Nil	Nil				
(OCBs)		Nil	Nil				
Hindu Undivided Family		Nil	Nil				
Demat – Clearing Member		Nil	Nil				
Sub-Total (B)(2)		**Nil**	**Nil**				
Total Public Shareholding (B)=(B)(1)+(B)(2)	**5**	**6,70,371**	**4.28**	[•]	[•]	**Nil**	**Nil**
TOTAL (A)+(B)	**15**	**1,56,51,419**	**100.00**	[•]	[•]	**Nil**	**Nil**
Shares held by Custodians and against which Depository Receipts have been issued		Nil	Nil	[•]	[•]		
GRAND TOTAL (A)+(B)+(C)	**15**	**1,56,51,419**	**100.00**	[•]	**100.00**	**Nil**	**Nil**

5. There are no transactions in Equity Shares of the Company by the Promoter & their relatives or the directors of the Company during a period of six months preceding the date of filing of this Draft Red Herring Prospectus with SEBI

6. Shareholders of the company and the number of equity shares held by them

6a. Top ten shareholders as on the date of filing this Draft Red Herring Prospectus with SEBI:

Sr. No.	Name of the Shareholder	Number of Shares	% of issued Capital
1.	Dr. B.S. Kushwah	47,71,203	30.48
2.	S.V.Mega Structures Ltd.	33,83,334	21.62

Sr. No.	Name of the Shareholder	Number of Shares	% of issued Capital
3.	Dr. Suraj	24,08,518	15.39
4.	Mrs. Rama Kushwah	22,77,282	14.55
5.	Dr. Anu Kushwah	12,57,534	8.03
6.	B.S.Kushwah - HUF	5,33,334	3.41
7.	Sunlife Financial Services Pvt. Ltd	5,00,000	3.19
8.	Maverick Edusolutions (India) Pvt. Ltd.	2,03,175	1.30
9.	ABM Constructions Pvt. Ltd.	1,66,666	1.06
10.	Roudolph Pharmaceuticals Pvt. Ltd.	1,44,445	0.92
	Total	**1,56,45,491**	**99.96**

6b. Top ten shareholders two years prior to filing this Draft Red Herring Prospectus with SEBI:

Sr. No.	Name of the Shareholder	Number of Shares	% of issued Capital
1.	Dr. B.S. Kushwah	41,21,203	30.08
2.	S.V. Mega Structures Ltd.	33,33,334	24.33
3.	Mrs. Rama Kushwah	21,27,282	15.53
4.	Dr.Suraj	19,78,518	14.44
5.	Dr. Anu Kushwah	11,17,534	8.16
6.	B.S.Kushwah - HUF	5,03,334	3.67
7.	Maverick Edusolutions (India) Pvt. Ltd.	2,03,175	1.48
8.	ABM Constructions Pvt. Ltd.	1,66,666	1.22
9.	Roudolph Pharmaceuticals Pvt. Ltd.	1,44,445	1.05
10.	Mr. Sachin Kushwah	1,482	0.01
	Mr. Ajai Veer Singh	1,482	0.01
	Mr. Anil Kumar Singh	1,482	0.01
	Total	**1,37,01,419**	**100.00**

6c. Top ten shareholders ten days prior to filing this Draft Red Herring Prospectus with SEBI:

Sr. No.	Name of the Shareholder	Number of Shares	% of issued Capital
1.	Dr. B.S. Kushwah	47,71,203	30.48
2.	S.V. Mega Structures Ltd.	33,83,334	21.62
3.	Dr.Suraj	24,08,518	15.39
4.	Mrs. Rama Kushwah	22,77,282	14.55
5.	Dr. Anu Kushwah	12,57,534	8.03
6.	B.S.Kushwah – HUF	5,33,334	3.41
7.	Sunlife Financial Services Pvt. Ltd	5,00,000	3.19
8.	Maverick Edusolutions (India) Pvt. Ltd.	2,03,175	1.30
9.	A.B.M Constructions Pvt. Ltd.	1,66,666	1.06

Sr. No.	Name of the Shareholder	Number of Shares	% of issued Capital
10.	Roudolph Pharmaceuticals Pvt. Ltd.	1,44,445	0.92
	Total	**1,56,45,491**	**99.96**

7. Till date Company has not introduced any Employees Stock Option Schemes/ Employees Stock Purchase Schemes.

8. We have issued 5,00,000 equity shares of Rs.10/- each to M/s. Vanquish Investment and Leasing Private Limited at par value on March 10, 2010.

9. There is no "buyback" or "standby" arrangement for purchase of Equity shares by the company, promoters, directors, BRLM for the equity shares offered through this Draft Red Herring Prospectus.

10. The company has not raised any bridge loan against the proceeds of the issue.

11. The company has fifteen Shareholders as on the date of filing this Draft Red Herring Prospectus with SEBI.

12. An over-subscription to the extent of 10% of the net offer to public can be retained for purpose of rounding off to the nearest multiple of minimum allotment lot.

13. There would be no further issue of capital whether by way of issue of bonus shares, preferential allotment, and rights issue or in any other manner during the period commencing from submission of this Draft Red Herring Prospectus with SEBI until the Equity Shares to be issued pursuant to the Issue have been listed. However the Company is considering Pre-IPO placement of upto 15,00,000 equity shares aggregating around Rs.1500.00 lacs with certain investors, prior to the completion of the issue with certain investors, prior to the completion of the issue. In such a case the issue size offered to the public would be reduced to the extent of such pre- IPO placement subject to such minimum issue size of the post issue capital being offered to the public as may be permitted.

14. The Company presently do not intend or propose to alter its capital structure for a period of six months from the Bid/Issue Opening Date, 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. However, if business needs of the Company so require, the Company may alter the capital structure by way of split/ consolidation of the denomination of the shares/ issue of shares on a preferential basis or issue of bonus or rights or public issue of shares or any other securities whether in India or abroad during the period of six months from the date of listing of the Equity Shares issued under this Draft Red Herring Prospectus or from the date the application moneys are refunded on account of failure.

15. The company has not revalued its assets since its incorporation.

16. The company has not made any public issue since its incorporation.

17. As on date all the equity shares of our company are fully paid-up.

18. The Company undertakes that at any given time, there shall be only one denomination for the Equity Shares of the Company and that it shall comply with such disclosure and accounting norms as specified by SEBI from time to time.

19. As on the date of this Draft Red Herring Prospectus, there are no outstanding warrants, options or rights to convert debentures, loans or other financial instruments into the Equity Shares. The shares locked in by the Promoter are not pledged to any party.

20. No payment, direct or indirect, in the nature of discount, commission allowance or otherwise shall be made either by the issuer company or the promoters in any public issue to the persons who receive firm allotment in the public issue.

21. As on date of filing this DRHP there are no equity shares held by BRLM.

OBJECTS OF THE ISSUE

The objects of the issue includes:

1. Setting up of 300 beds super specialty cancer and cardiac hospital
2. To meet the issue expenses
3. To list the equity shares of the company on the stock exchanges

The main object clause of the Company's Memorandum of Association and objects incidental or ancillary to the main objects enable the company to undertake its existing activities and the activities for which funds are being raised by the company through this Fresh Issue.

The fund requirements described below are based on our management estimates. In view of the dynamic nature of the healthcare industry we may have to revise the capital expenditure requirements as a result of variations in the cost structure, changes in estimates, exchange rate fluctuations and external factors, which may not be within the control of our management. This may entail rescheduling or revising the planned capital expenditure and increasing or decreasing the capital expenditure for a particular purpose from its planned expenditure at the discretion of our management. In case of any variations in the actual utilization of funds earmarked for the activities described below, increased fund deployment for a particular activity will be met from debt or internal accruals.

REQUIREMENT OF FUNDS

Sr. No	Description	Amount (Rs. in lacs)	Amount (Rs. in lacs)
1.	Setting up of 300 beds super specialty cancer and cardiac h		
	Buildings	2842.34	
	Equipments & Furniture	5695.10	
	Other Fixed Assets	534.00	9071.44
2.	Issue Expenses		500.00
	Total		**9571.44**

MEANS OF FINANCE

Sr. No.	Particulars	Amount (Rs. in lacs)
1	Proposed IPO	8500.00
2	Internal Accruals / Unsecured Loans	1071.44
	Total	**9571.44**

BREAK UP OF COST OF THE PROJECT

1. **Building**

We propose to set up a 300 beds cancer and cardiac hospital at Rama City, Near Mandhana Station, G.T. Kanpur, Dist: Kanpur. We have already bought land at the said location admeasuring 0.368 hectares i.e. 39,611 sq ft. vide sale agreement dated 01/10/2007.

We propose to construct Basement, Ground + Eight Floor Hospital (each floor constructed area would be 2089.21 sq. meter) for providing exclusive cancer and cardiac medical services to our patients. This building shall have rooms for providing different facility like Pathology, Radiology, Cardiology, Urology, Pharmacy, Operation Theatre, ICCU and other allied services. The total constructed area would be 20892.10 sq. meter In connection with construction of hospital building and civil interiors we have obtained estimates from our group company namely, S.V. Mega Structures Ltd. vide their quotation no. vsa/2010/604 dated 04/06/2010 to construct the hospital that includes architectural, structural, interior and landscaping & engineering services for a total cost of Rs.2842.34 lacs.

The estimates for the proposed construction of cancer and cardiac hospital as given by S.V. Mega Structures Ltd. are here under:

Sr No	Particulars	Amount (Rs. in lacs)
1.	Cost of Civil Work includes	2090.93
	- Earth work in excavation in basement soils for foundations, trenches, drains, etc.	
	- Filling of excavated earth and filling in plinth with fine sand under floors including watering, ramming consolidating and dressing complete	
	- Laying plain cement concrete in footings and bases of column	
	Providing and Fixing HYSD or Tor steel reinforcement for RCC work and laying of RCC structure	
	- Providing and laying of brick work and other construction activity	
	- Laying of Italian marble, granite stone, raj nagar marble etc in different ramps, floorings, rooms	
	- Other related activities for construction of Hospital	
2.	Cost of Electrical and Plumbing include the electrical wiring, installation of switches, electrical devices, trippers, etc and the plumbing related items	334.55
3.	External Development work includes the water supply, drains, disposal of	104.55

Sr No	Particulars	Amount (Rs. in lacs)
	sewage, storm water, solid waste management etc.	
4.	Furnishing Cost includes the false ceiling in corridors, rooms, operations theatres, wooden paneling in rooms and corridors, storage cabinets, work stations, multi seating capacity, interior of conference rooms etc.	312.31
	Total Cost for construction of building	**2842.34**

2. **Equipments and Furniture**

We have obtained quotations for medical equipments, instruments and furniture for providing medical services at our proposed hospital. The details of the equipments, instruments and furniture proposed to be purchased for the Hospital are set out below:

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
Pathology							
Hematology	1	Yogesh Scientific & Chemical Industries	Fully Automated Model : XT1800i	23.10	23.10	184.56	04/05/2010
Biochemistry	1		Clinical Chemistry Integra 400 Plus	29.40	29.40		
Immunology	1		Model : Cobas e411	33.60	33.60		
Histo-Pathology	1		Fully Automated Microtom LICA	19.95	19.95		
Electrolyte Analyzer, Cardiac T Reader etc.	1		Cardiac T Reader	9.28	9.28		
Biochemistry, Fully Automated Coagulation,	1		Fully Automated Coagulation, Urine Analyser	29.54	29.54		
Automated Blood Gas Analyzer	1		Model : Cobas 121B ROCHE	39.69	39.69		
Radiology							
Digital X-Ray	1	Life Care Medical & Surgical Appliances	Digital X-Ray CR CLASSIC 6800 CARESTREAM	25.00	25.00	1367.82	06/05/2010
64 Slice CT (Dual Source)	1	SIEMENS	SOMATOM Sensation 64	425.00	425.00		20/06/2010
MRI 1.5 Tesla	1	SIEMENS	MAGNETOM Essenza	495.00	495.00		
Accessories For M Essenza	1	SIEMENS	Accessories For M Essenza	9.00	9.00		

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
Installation of M Essenza	1	SIEMENS	Installation of M Essenza	1.00	1.00		
Cath Lab (Flat Panel)	1	Life Care Medical & Surgical Appliances	Cath Lab (Flat Panel) ALLENGERS	300.00	300.00		06/05/2010
PACS	1	AGFA Healthcare	IMPAX EE - Data Center	112.81	112.81		
Cardiology Diagnostics							
EchoCardiography	2	SIEMENS	Ultrasound Machine ACUSON X300	23.50	47.00		20/06/2010
TMT	2	Life Care Medical & Surgical Appliances	Schiller	2.50	5.00		06/05/2010
Holter	1		Schiller	6.00	6.00	**97.80**	06/05/2010
C-Arm	1		Allengers	35.00	35.00		06/05/2010
ECG Machines	4		Schiller	1.20	4.80		06/05/2010
Oncology Equipments							
Linear Accelerator	1	SIEMENS	ONCOR Expression	1128.00	1128.00	**1322.66**	20/06/2010
Gamma Camera (SPECT)	1	SIEMENS	Symbia E Dual	194.66	194.66		
Nephrology							
Hemo-Dialysis Machines	6	Browndove Healthcare	Baraun DIALOG PLUS	5.90 (Imported – 12,500 Us$)	35.39	**45.89**	24/05/2010
RO Plant	1	Browndove Healthcare	1000 LPH	10.50	10.50		24/05/2010

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
Urology							
LithoClast	1	Life Care Medical & Surgical Appliances	EMS SA	44.00	44.00	**89.00**	06/05/2010
Endoscopic including Laproscope Setup	1			45.00	45.00		
ICCU/ ICU							
Multi Para Monitors (Rooms)	30	Life Care Medical & Surgical Appliances	L&T 5 Para Planet	1.65	49.50	**593.43**	06/05/2010
Multi Para Monitors Crit Care	15		L&T 5 Para Planet (Critical Care)	2.20	33.00		
Fetal Monitor	10		Philips	3.50	35.00		
CNS	10		Schiller	5.50	55.00		
Deffibrilator	10		L&T	4.00	40.00		
Ventilators	20	MAQUET	Servo S Base for Pediatric and Adult Categories	10.64	212.80		10/05/2010
Ventilators	10	MAQUET	Servo I Base for Premature Babies/Neonate/Infant	13.15	131.45		10/05/2010
F&P Humidifier MR 810	10	MAQUET	For Servo S Base for Pediatric and Adult Categories	0.95	9.52		10/05/2010
F&P Humidifier MR 850	5	MAQUET	For Servo I Base for Premature Babies/Neonate/Infant	2.24	11.21		10/05/2010
Aeroneb Nebulizer	10	MAQUET		0.89	8.86		10/05/2010
Temporary Pacemaker (Single Chamber)	2	MAQUET	Single Chamber Temp. Pacemaker - Pace T10	1.44	2.88		10/05/2010
Temporary Pacemaker (Dual Chamber)	2	MAQUET	Dual Chamber Temp. Pacemaker - Pace T10	2.11	4.21		10/05/2010

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
OT Setup							
Modular OT	1	Life Care Medical & Surgical Appliances	Size 20x20 core, Complete or Endoscopy	250.00	250.00		
Modular OT	1		Size 20x20 with Laminior flow and Pendent	250.00	250.00		
Anesthesia WorkStation	2		Anesthesia WorkStation Imported with all features	25.00	50.00		06/05/2010
Anesthesia Apparatus	2		Model Febia 282	2.00	4.00		
OT Table	4		O.T. Table Sturdy	25.00	100.00		
Heart Lung Machine	1	MAQUET	Model HL20 Vario Twin with 3 Single	71.95	71.95		10/5/2010
Intra Aortic Balloon Pump	1	ARROW	Autocat2	18.00	18.00		20/08/2010
Intra Aortic Balloon Pump	1	ARROW	Autocat2 Wave	22.00	22.00		
Monitoring System	4	Life Care Medical & Surgical Appliances	L&T	6.50	26.00	**963.95**	
OT Light (1.4/2.2 lac lux)	2		1.4/2.2/lac lux	18.00	72.00		
Electro Surgical Unit	4		ERBE Germany	15.00	60.00		
Gen Instrumentation	4		SISCO	3.00	12.00		06/05/2010
Cardiac Instrumentation	2		SISCO	8.00	16.00		
Onco Surgery Instrumentation	2		SISCO	6.00	12.00		
Medical Oxygen							
Medical Oxygen	1	LIFE CARE PRO	Medical Oxygen/ N2O/ Vaccum/C Air Pipeline	136.08	136.08	**136.08**	29/05/2010

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
Kitchen							
Kitchen	NA	Aashma Hospi Suppliers	NA	NA	34.72	**34.72**	15/05/2010
Information Technology							
Server	2	Pentacle System	HP BladeSystem c3000 with Server Blades	6.09	12.18	**51.28**	08/05/2010
Desktops	100	Pentacle System	HP 3090 Desktop PC	0.24	23.94		
Laptops	40	Pentacle System	HP Compaq C510 Laptop	0.27	11.13		
Network Assembly	10	Pentacle System	D-Link Switch DES-1228	0.20	2.01		
Scanners	6	Pentacle System	HP Scanner G2410	0.04	0.26		
Mono laser Printers	12	Pentacle System	Canon 2900B	0.06	0.79		
Color Laser Printers	4	Pentacle System	HP K109a	0.25	0.98		
Hospital Beds and related equipment							
Patient Beds (Auto)	50	Life Care Medical & Surgical Appliances	VISSCO, Fully Electric ICCU BED	1.05	52.50	**253.53**	06/05/2010
Patient Beds	250		VISSCO,Fowler Bed	0.24	61.25		
Medical Examination Couch	25		VISSCO, Medical Examination Couch	0.24	6.00		
Over Bed Table	300		VISSCO, Over Bed Table	0.08	24.00		
Deluxe Bed Side Locker	300		VISSCO, Deluxe Bed Side Locker	0.075	22.50		
Height Adj Patient Stretcher	25		VISSCO,Height Adj Patient Stretcher	0.22	5.50		
Trauma Care Crash Cart	25		VISSCO,Trauma Care Crash Cart	0.253	6.35		
Ward Care bed Side Screen	50		VISSCO,Ward Care bed Side Screen	0.05	2.50		
IV Stand	250		VISSCO,IV Stand	0.055	13.75		
Double Foot Step	50		VISSCO,Double Foot Step	0.025	1.25		

Departments	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)	Date of Quotation
Revolving Stool	100		VISSCO,Revolving Stool	0.025	2.50		
Instrument Trolley	50		VISSCO,Instrument Trolley	0.11	0.55		
Dressing Trolley	50		VISSCO,Dressing Trolley	0.11	0.55		
Soiled Linen Trolley	50		VISSCO,Soiled Linen Trolley	0.05	2.75		
Autoclaves Horizontal 400x600	2		NAT STEEL 400x600	4.60	9.20		
ETO2 Steriliser	1		Fully Automatic Model : 5XL Make - 3M	19.00	19		
Autoclaves Horizontal 400x1100	2		Autoclaves Horizontal 400x1100	6.00	12.00		
Autoclaves Vertical 400x600	2		Autoclaves Vertical 400x600	0.75	1.50		
Laundry	-	Life Care Medical & Surgical Appliances	Washing Machines, Hydro Extractors, Drying Tumbler, Auto Iron, Miscellaneous	-	59.19	**59.19**	06/05/2010
Admin and Allied	-	D&L Enterprises	Fax Machines, Telephone, LCD Projectors, Information Display Panel, Televisions	-	40.63	**40.63**	10/05/2010
Refrigeration	Mortuary Cooler, Water Coolers, Refrigerators, etc.			-	**454.54**	**454.54**	-
TOTAL COST OF EQUIPMENTS AND FURNITURE (Rs. in lacs)						**5695.10**	

3. **Other Fixed Assets:**

We have obtained quotations from suppliers and accordingly we propose to invest a sum of Rs.534 lacs for purchase of Power Panel, Genset & UPS, Elevators and vehicles for the hospital. The details of same are listed below:

Particulars	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)
Power & UPS						
Power Panel (24 Feeder)	1	L&T	Power Panel (24 Feeder)	12.00	12.00	
Genset 500 Kva	2	A.J.Brothers & Company	500 KVA Kirloskar	23.25	46.50	
Genset 320 Kva	2	A.J.Brothers & Company	320 KVA Kirloskar	14.40	28.80	
UPS 80 Kva	4	Cedar Engineers & Sys	Three Phase Double Conversion	5.78	23.12	**294.42**
UPS 10 Kva	10	Cedar Engineers & Sys	Single Phase Double Conversion	0.90	9.00	
Power Line (HT) Distribution	N.A.	UP Power Corporation	UP Power Corporation Estimate	175.00	175.00	
Elevators						
Elevator (Patient)	1	ThyssenKrupp	TSS-I	7.40	7.40	
Elevator (Staff + Visitors)	2	ThyssenKrupp	TSS-I	7.40	14.80	**22.20**
Vehicles						
Ambulance	4	Maruti	Omni Ambulance BS3 With IMM	2.49	9.96	
Intensive Care Ambulance	2	Force		8.00	16.00	**70.05**
Passenger Van	2	Toyota	Passenger Van (AC)	11.85	23.70	
Private MPV	2	Toyota	Innova G (Euro IV)	10.20	20.40	

Particulars	Qty	Supplier's Name	Specification	Unit Price (Rs. in lacs)	Amount (Rs. in lacs)	Total Cost (Rs. in lacs)
Safety & Environmental						
Fire Fighting Equipments and System	1	Agni Devices Pvt. Ltd.	Hydrent and fire Alarm and related equipments	32.69	32.69	**64.83**
Air Shower	10	Clean Air System	CAS 1800 / SS 304	2.60	26.00	
CCTV Camera and Security System	1	Adit Security System Pvt. Ltd.	Super HAD CCD with 480 TVL resolution	6.14	6.14	
Pollution & Dicentigrator						
Incinerator (includes installation)	1	CeCon Pollutech Systems (P) LTD	Oil Fired Incinerator	17.62	17.62	**82.50**
ETP (Effulent Treatment Plant)	1	CeCon Pollutech Systems (P) LTD	EPU-ETP Water Pollution Control System	26.50	26.50	
Seweage Treatment Plant	1	CeCon Pollutech Systems (P) LTD	Seawage Plant	36.00	36.00	
Setting up of MCC Room, Chemical Room	1	Not identified	As per the required standards	2.37	2.37	
TOTAL COST OF OTHER FIXED ASSETS						**534.00**

IPO Expenses

The Issue related expenses include, among others, fees to intermediaries, underwriting and selling commissions, advertisement and marketing expenses, Printing and Stationary and distribution expenses and other fees like legal fees, registrar and depository fees, etc. The estimated Issue expenses are as follows:

The break-up of issue expenses is as under:

Activity	Estimated Expense (Rs. in lacs)	% of the Issue Expenses	% of the Issue Size
Fees to intermediaries	300.00	60.00	3.53
Advertising and marketing expenses	75.00	15.00	0.88
Printing and Stationary & Distribution	85.00	17.00	1.00
Others (Legal Fee, Listing Fee, etc)	40.00	8.00	0.47
Total Estimated Issue expenses	**500.00**	**100.00**	**5.88**

Schedule of implementation

The proposed schedule of implementation for the project is detailed below:

Sr. No.	Location	Commencement	Completion
1.	Purchase of Land	Already Completed	
2.	Site Development	Already Completed	
3.	Construction of Building	January, 2011	August, 2011
4.	Order of Equipments	February, 2011	March, 2011
5.	Delivery and Installation	June, 2011	August, 2011
6.	Commencement of Operation*	August, 2011	

*The proposed implementation is subject to receipt of all statutory licenses and approvals required for commencing the operations.

Sources and Deployment of Funds

An amount of Rs. 11.25 lacs has been incurred till date towards issue expenses. The details of the sources and deployment upto 31/08/2010 as per Certificate dated 15/09/2010, from SAP Associates, Chartered Accountants & Statutory Auditors of the Company is as given hereinunder :

Particulars	Amount (Rs. In lacs)
Deployment of Funds	
IPO Expenses	11.25
Total	**11.25**

Particulars	Amount (Rs. In lacs)
Sources of Funds	
Internal Accruals	11.25
Total	**11.25**

Working Capital Requirement

The requirement of working capital in the Company is being met through our internal accruals and existing credit facilities from the Bank. The Company does not propose to raise money from the issue for working capital purposes. The present working capital limit as sanctioned by Bank of India is Rs. 500.00 lacs. We shall make application for enhanced credit limits to the banks at an appropriate time for any additional requirement of working capital requirement which is not met through internal accruals.

Interim Use of Proceeds

The management, in accordance with the policies set up by the Board, will have flexibility in deploying the proceeds received through the Issue. Pending utilization for the purposes described above, we intend to temporarily invest the funds in high quality interest or dividend bearing liquid instruments including deposits with banks for the necessary duration. Such investments would be in accordance with any investment criteria approved by our Board of Directors from time to time.

Monitoring of Utilization of Funds

The management of the Company will monitor the utilization of funds raised through this public issue. Pursuant to Clause 49 of the Listing Agreement, our Company shall on quarterly basis disclose to the Audit Committee the Applications of the proceeds of the Issue. On an annual basis, our Company shall prepare a statement of funds utilized for purposes other than stated in this Draft Red Herring Prospectus and place it before the Audit Committee. Such disclosures shall be made only until such time that all the proceeds of the Issue have been utilized in full. The statement will be certified by the Statutory Auditors of our Company.

Our Company shall be required to inform the material deviations in the utilisation of the issue proceeds to the Stock Exchanges and shall also be required to simultaneously make the material deviation/ adverse comments of the Audit Committee public through advertisement in newspaper.

Basic Terms of the Issue

The Equity shares being offered are subject to the provision of the Companies Act, 1956, the Memorandum and Articles of Association of our Company, the terms of this DRHP and other terms and conditions as may be incorporated in the Allotment advice and other documents /certificates that may be executed in respect of the issue. The Equity shares shall also be subjected to laws as applicable, guidelines, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, Government of India, RBI, ROC and /or other authorities as in force on the date of issue and to the extent applicable.

BASIS OF ISSUE PRICE

The Issue Price will be determined by the Company in consultation with the BRLM on the basis of the demand from investors for the Equity Shares through the Book-Building Process. The face value of the Equity Shares is Rs. 10/- and the Issue Price is [•] times the face value at the lower end of the Price Band and [•] times the face value at the higher end of the Price Band.

QUALITATIVE FACTORS

- Professional Promoters and Experienced Management team.
- Existing 400 beds Hospitals and Healthcare Facilities run by the company
- Strategic Location of hospital catering to population of Kanpur and other cities of Uttar Pradesh.
- ISO Certified Hospitals

QUANTITATIVE FACTORS

Information presented in this section is derived from the restated audited financial statements of the Company for years ended March 31, 2010, March 31, 2009 and March 31, 2008.

1. Basic and Diluted Earnings per Share (EPS)

Year ended	Basic and Diluted EPS (Rs.)	Weight
March 31, 2008	1.49	1
March 31, 2009	3.07	2
March 31, 2010	3.31	3
Weighted Average	**2.93**	

2. Price Earnings Ratio (P/E) in relation to the Issue Price of Rs. [●] per Equity Share of Rs. 10/- each

Sr. No.	Particulars	
a.	P/E ratio based on Weighted average EPS for the three years ended March 31, 2008, 2009 and 2010 at the Floor Price	[●] times
b.	P/E ratio based on Weighted average EPS for the three years ended March 31, 2008, 2009 and 2010 at the Cap Price	[●] times

3. Return on Net worth (RoNW)

Year ended	RoNW (%)	Weight
March 31, 2008	13.66	1
March 31, 2009	21.26	2
March 31, 2010	20.12	3
Weighted Average	**19.42**	

Note: Net worth as appearing in the restated audited summary statement of assets and liabilities for the respective period has been considered for computation of Return on Net worth.

4. Minimum Return on Increased Net Worth required to maintain pre-issue EPS: [•]

5. Net Asset Value (NAV) per share, post-Issue and comparison with the Issue Price

	NAV (Rs.)
NAV as at March 31, 2010	15.96
NAV after the Issue*	[•]
Issue Price	[•]

6. Industry Average P/E

Particulars	Name of the Company	P/E Multiple
Highest	Fortis healthcare Limited	232.71
Lowest	Kovai Medical Centre and Hospital	12.91
Industry Composite		52.40
(Source for Industry Composite: Dalal Street Investment Journal – Hospitals and Medical Services – Sep 13-26, 2010		

7. Comparison with other listed companies

The comparable ratios of the companies which are in similar business are given as follows:

Company	Face Value (Rs.)	Equity (Rs. in Cr.)	Sales (Rs. in Cr.) (31/03/10)	Net Profit (Rs. in Cr.)	Book Value (Rs.)	EPS (Rs.)	Market Price as on 15/09/2010 (Rs.)	P/E
Apollo Hospitals Enterprise Ltd.	5	61.78	1826.00	152.00	125.00	12.30	426.45	34.67
Fortis Healthcare Ltd.	10	405.10	210.00	30.10	41.00	0.70	162.90	232.71
Indraprastha Medical Corporation Ltd.	10	91.67	424.00	31.10	15.00	3.40	43.90	12.91
Kovai Medical Center and Hospital Ltd.	10	10.94	130.00	11.60	37.00	10.60	138.95	13.11
Regency Hospital Ltd.	10	9.36	39.59	1.50	25.10	1.61	66.00	40.99
(Source: Dalal Street Investment Journal – Hospitals and Medical Services – Sep 13-26, 2010 and www.bseindia.com)								
Rama Medicares Ltd.	10	15.65	71.23	5.03	15.96	3.31	N.A.	N.A.

8. The face value of Equity Shares of Rama Medicares Limited is Rs.10 and the Issue Price is [•] time of the Face Value.

The Issue Price of Rs. [•] has been determined by the Company in consultation with the BRLM, on the basis of assessment of market demand from investors through the Book- Building Process and is justified based on the above factors. The face value of the Equity Shares is Rs. 10 each. The Issue Price is [•] times the face value at the lower end of the price band and [•] times the face value at the higher end of the Price Band.

On the basis of the above parameters the Issue Price of Rs. [•] per share is justified.

STATEMENT OF TAX BENEFITS

To,
Board of Directors,
Rama Medicares Limited
117/K-137, Sarvodaya Nagar,
Kanpur.

Dear Sirs,

Statement of Possible Tax Benefits available to the Company and its shareholders

We hereby report that the enclosed annexure, prepared by Rama Medicares Limited (the "Company") states the possible tax benefits available to Company and shareholders of the Company under the Income-tax Act, 1961 ('IT Act') and Wealth Tax Act, 1957, presently in force in India. Several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant provisions of the Act. Hence, the ability of the Company or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which based on the business imperatives, the Company may or may not choose to fulfill.

The benefits discussed in the enclosed annexure are not exhaustive. The preparation of the contents stated in the enclosed Annexure is the responsibility of the Company's management. We are informed that this annexure is only intended to provide general information to the investors and hence is neither designed nor intended to be a substitute for professional tax advice. In view of the individual nature of the tax consequences and the changing tax laws, each investor is advised to consult his or her own tax consultant with respect to the specific tax implications arising out of their participation in the issue.

We do not express any opinion or provide any assurance as to whether:

i. the conditions prescribed for availing the benefits, where applicable have been / would be met with; or

ii. the Company or its shareholders will continue to obtain these benefits in future.

The contents of the enclosed annexure and our opinion are based on information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company.

For SAP ASSOCIATES
Chartered Accountants

Sd/-

(A.P.Singh)
Proprietor
Membership No. 77142
Firm Registration No: 08161C

Place: Kanpur

Date: September 15, 2010

ANNEXURE TO STATEMENT OF POSSIBLE TAX BENEFITS AVAILABLE TO THE COMPANY AND ITS SHAREHOLDERS

The information provided below sets out the possible tax benefits available to the Company and its shareholders in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of equity shares, under the tax laws presently in force in India. It is not exhaustive or comprehensive and is not intended to be a substitute for professional advice. Investors are advised to consult their own tax consultant with respect to the tax implications of an investment in the Equity Shares particularly in view of the fact that certain recently enacted legislation may not have a direct legal precedent or may have a different interpretation on the benefits, which an investor can avail.

The I.T. Act is revised by the Finance Act every fiscal year. The following is based on the provisions of Indian tax laws as of the date hereof, which are subject to change, possibly on a retroactive basis. This summary is not intended to constitute a complete analysis of the Indian tax consequences to any particular shareholders. Individual tax consequences of an investment in Equity Shares may vary for Non-Residents in various circumstances, and potential investors should therefore consult their own tax advisers as to the tax consequences of such purchase, ownership and disposition under the tax laws of India, the jurisdiction of their residence and any tax treaty between India and their country of residence.

UNDER THE INCOME TAX ACT, 1961 ('THE ACT')

A. SPECIAL TAX BENEFITS

Special tax benefits available to the company

In terms of Section 80(IB) of the Act, Profit derived from the business of operating and maintaining a hospital in rural area, is eligible for 100% deduction for First five years subject to conditions specified in that section.

B. GENERAL TAX BENEFITS AVAILABLE TO THE COMPANY

1. Amortization of Preliminary Expenses

The Company will be entitled to a deduction equal to 1/5th of the expenditure incurred of the nature and amounts specified in section 35D of the Act, including expenditure incurred on present issue such as underwriting commission, brokerage and other charges as specified, by way of amortization over a period of five successive years, after the commencement of the business in connection with the extension of undertaking or in connection with the setting up of new unit. [section 35D of the Act].

2. Credit of Minimum Alternate Tax ('MAT')

MAT credit allowable is the difference between MAT paid and the tax computed as per the general provisions of the Act and can be utilized in the years in which tax becomes payable under the general provisions of the Act. MAT credit can be utilized to the extent of difference between tax payable under the general provisions and MAT payable for the relevant year. MAT credit can be carried forward and set off for a period of ten assessment year immediately succeeding the assessment year in which it becomes allowable.[section 115 JAA of the Act].

3. Dividends

Dividend income (interim or final) received from a domestic company is exempt from tax in the hands of the resident shareholders. Thus the dividend income received by Rama Medicares Limited from investments made in any domestic company will be exempt in its hands [section 10(34) of the Act read with section 115O].

4. Income from Units

The following incomes are exempted from tax under the Act:

a. Income received in respect of the units of a Mutual Fund specified under clause (23D) of section 10; or

b. Income received in respect of units from the Administrator of a specified undertaking; or

c. Income received in respect of units from a specified company, a company as referred to in clause (h) of section 2 of the Unit Trust of India (Transfer of Undertaking and Repeals Act, 2002 (58 of 2002)).

5. Capital Gains

5.1. Capital assets may be categorized into short-term capital assets and long-term capital assets based on the period of holding. All capital assets (except shares held in a company or any other listed securities or units of UTI or specified Mutual Fund units) are considered to be long-term capital assets if they are held for a period in excess of 36 months. Shares held in a company, any other listed securities, units of UTI and specified Mutual Fund units are considered as long-term capital assets if these are held for a period exceeding 12 months. Consequently, capital gains arising on sale of shares held in a company or other listed securities or units of UTI or specified Mutual Fund units held for more than 12 months are considered as 'long term capital gains'.

5.2 In computing the capital gains arising on sale of a capital asset, the cost of acquisition/ improvement and expenses incurred in connection with the transfer of a capital asset shall be deducted from the sale consideration. However, in respect of capital gains arising from transfer of long-term capital assets, the Act offers a benefit by permitting substitution of cost of acquisition/ improvement with the indexed cost of acquisition/ improvement. The indexed cost of acquisition/ improvement is computed by adjusting the cost of acquisition/ improvement by a cost inflation index as prescribed from time to time [section 48 of the Act]

5.3 As per the provisions of section 10(38) of the Act, long term capital gains arising on sale of equity shares in a company or a unit of an equity oriented fund would be exempt from tax where the sale transaction has been entered into on a recognized stock exchange of India and is liable to securities transaction tax ('STT'). Such income can however be taxed under the provisions of Minimum Alternate tax ('MAT').

5.4 Long-term capital gains (other than mentioned in point 5.3 above) are taxed at the rate of 20% (plus applicable surcharge and education cess) after claiming indexation benefit. However, the tax liability on long term capital gains arising from the transfer of a long term capital asset being listed security can be restricted to 10% (plus applicable surcharge and education cess) if the indexation benefit is not claimed [section 112 of the Act].

5.5 As per the provisions of section 54EC of the Act and subject to the conditions and to the extent

specified therein, long-term capital gains (which are not exempt under section 10(38) of the Act) would not be chargeable to tax to the extent such capital gains are invested up to Rs 50 lakhs in certain notified bonds within 6 months from the date of transfer. The investment in such bonds would need to be retained for a period of 3 years from the date of acquisition.

Under section 111A of the Act, short-term capital gains arising from sale of an equity share in a company or a unit of an equity oriented fund would be taxable at a concessional rate of 15 percent (plus applicable surcharge and education cess) where such transaction of sale is entered on a recognized stock exchange in India and is liable to STT.

6. Depreciation

6.1 Under Section 32 of the Act, the company can claim depreciation allowance at the prescribed rates on tangible assets such as building, plant and machinery, furniture and fixtures, etc. and intangible assets such as patent, trademark, copyright, know-how, licenses etc.

7. Relief from Double Taxation

7.1 In terms of section 90 / 91 of the Act and depending upon the Double Taxation Avoidance Agreement signed between India and the country with which our company does business with, India allows as a credit from the tax on the income of the company.

C. BENEFITS AVAILABLE TO RESIDENT SHAREHOLDERS OF THE COMPANY

1. Dividends

1.1 Dividend income (interim or final) received from a domestic company is exempt from tax in the hands of the resident shareholders and accordingly no taxes are required to be deducted at source on the dividend payment [section 10(34) of the Act read with section 115O].

2. Capital gains

2.1 In computing the capital gains arising on sale of a capital asset, the cost of acquisition / improvement and expenses incurred in connection with the transfer of a capital asset shall be deducted from the sale consideration. However, in respect of capital gains arising from transfer of long-term capital assets, the Act offers a benefit by permitting substitution of cost of acquisition / improvement with the indexed cost of acquisition / improvement. The indexed cost of acquisition / improvement is computed by adjusting the cost of acquisition / improvement by a cost inflation index as prescribed from time to time [section 48 of the Act]

2.2 Long term capital gain on transfer of equity shares of a listed company are exempt from tax in the hands of the shareholders provided the transaction for sale of such equity share is liable to STT [section 10 (38) of the Act].

2.3 Long-term capital gains (other than mentioned above) are taxed at the rate of 20% (plus applicable surcharge and education cess) after claiming indexation benefit. However, the tax liability on long term capital gains arising from the transfer of a long term capital asset being listed security can be restricted to 10% (plus applicable surcharge and education cess) if the indexation benefit is not claimed [section 112 of the Act].

2.4 Short-term capital gains from transfer of equity shares are taxed at the rate 15% (plus applicable surcharge and education cess) provided the transaction for sale of such equity shares is liable to STT[section 111A of the Act].

2.5 As per the provisions of section 54EC of the Act and subject to the conditions and to the extent specified therein, long-term capital gains (which are not exempt under section 10(38) of the Act) would not be chargeable to tax to the extent such capital gains are invested up to Rs 50 lakhs during any financial year in certain notified bonds within 6 months from the date of transfer. The investment in such bonds would need to be retained for a period of 3 years from the date of acquisition.

2.6 Long-term capital gains (other than those covered above) arising to an individual or a Hindu Undivided Family ('HUF') on transfer of shares are exempt from capital gains tax if the net consideration from transfer of such shares are used for purchase of residential house property within a period of 1 year before or 2 years after the date on which the transfer took place or for construction of residential house property within a period of 3 years after the date of such transfer. If part of the net consideration is invested within the prescribed period in a residential house, such gains would be exempt from tax on a proportionate basis. The minimum holding period for the new purchased / constructed house to remain eligible for exemption is 3 years [section 54F of the Act].

3. STT as deductible expenditure

3.1 In computing the business income, an amount equal to STT paid in respect of taxable securities transactions entered into in the course of business will be allowed as a deductible expense, if the income arising from such taxable securities transactions is included in the income computed under the head 'Profits and Gains of Business or Profession' (section 36 (xv) of the Act)

D. BENEFITS AVAILABLE TO SHAREHOLDERS BEING MUTUAL FUNDS

Mutual Funds registered under the Securities and Exchange Board of India Act, 1992 or Regulations made there under, or Mutual Funds set up by public sector banks or public financial institutions or Mutual Funds authorized by the Reserve Bank of India and subject to the conditions notified by Central Government in this regard, would be eligible for income-tax exemption on their income [section 10(23D) of the Act].

E. BENEFITS AVAILABLE TO SHAREHOLDERS BEING FOREIGN INSTITUTIONAL INVESTORS (FIIS)

1. Dividends

1.1 Dividend income (interim or final) received from a domestic company is exempt from tax in the hands of the FIIs and accordingly no taxes are required to be withheld on dividend payment [section 10(34) of the Act read with section 115O]

2. Capital Gains

2.1 Long-term capital gain arising on transfer of equity shares of a listed company are exempt from tax in the hands of the shareholders provided the transaction for sale of such equity shares is subject to STT and accordingly no taxes are required to be deducted at source [section 10(38) of the Act].

2.2 Short-term capital gains from transfer of equity shares are taxed at the rate 15%(plus applicable surcharge and education cess) provided the transaction for sale of such equity shares is subject to STT [section 111A of the Act].

2.3 Long term Capital gains arising from transfer of shares [other than those covered in point 2.1 above],are taxed at the rate of 10% (plus applicable surcharge and education cess). The benefits of indexation and foreign currency fluctuation protection as provided under section 48 of the Act are not available to FIIs. [section 115AD of the Act]

2.4 As per the provisions of section 54EC of the Act and subject to the conditions and to the extent specified therein, long-term capital gains (which are not exempt under section 10(38) of the Act) would not be chargeable to tax to the extent such capital gains are invested up to Rs 50 lakhs during any financial year in certain notified bonds within 6 months from the date of transfer. The investment in such bonds would need to be retained for a period of 3 years from the date of acquisition.

2.5 A non-resident taxpayer has an option to be governed by the provisions of the Act or the provisions of a Tax Treaty that India has entered into with another country of which the investor is a tax resident, whichever is more beneficial to him [section 90(2) of the Act]

3. STT as deductible expenditure

3.1 In computing the business income, an amount equal to STT paid in respect of taxable securities transactions entered into in the course of business will be allowed as a deductible expense, if the income arising from such taxable securities transactions is included in the income computed under the head 'Profits and Gains of Business or Profession' (section 36 (xv) of the Act)

UNDER THE 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.

SECTION III- ABOUT THE ISSUER COMPANY

INDUSTRY OVERVIEW

Introduction

The health industry has emerged as one of the most challenging sectors as well as one of the largest service sector industries in India with estimated revenue of US$35 billion; it constitutes 5.2% of India's GDP and employs 4 million people. The Indian health industry is expected to grow at 15% per annum to US$78.6, reaching 6.1% of GDP and employing 9 million people by 2012.

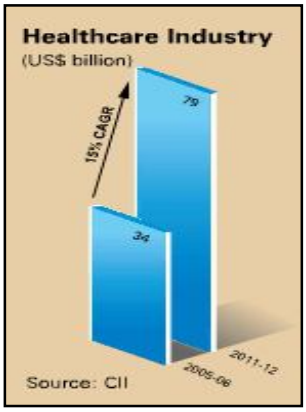
Recognizing the significant potential and challenges in the health sector, the government has prioritized it in the Eleventh Five Year Plan. The private sector plays a significant role by contributing 4.3% of GDP and 80% share of healthcare provision. However, deficiencies persist with respect to access, affordability, efficiency, quality and effectiveness, despite the high level of overall private and public expenditure on health.

In order to be comparable with the healthcare parameters of other developing countries, India's healthcare sector faces many challenges. For example, to reach a ratio of two beds per 1000 population by 2025, an additional 177 billion beds will be required which will need a total investment of US$86 billion. There is an acute shortage of doctors, nurses, technicians and healthcare administrators and an additional 0.7 million doctors are needed to reach a doctor population ratio of 1:1000 by 2025. Although the health insurance sector is projected to grow to US$3.8 billion in collected premiums by 2012 from the annual collected premium of US$711 million in 2006, there is a dismal health insurance penetration rate; at present only 2% of the total population is insured.
For the desired changes and a healthy growth of the healthcare sector, a well-defined partnership between the government and the private sector is essential.

(Source: www.ficci.com***)***

In the past five decades, India has made significant improvement in healthcare but it still lags behind other developing countries on key health indicators.

- Being one of the largest sectors in India, the revenues from the healthcare sector account for 5.2 percent of the GDP making it the third largest growth sector in India.
- Public health expenditure in India as percentage of GDP is only 1% leading to increase in private expenditure on healthcare.
- It has grown from USD 4.8 bn to USD 35 bn in 2007 and is expected to touch USD 78.6 bn in 2012 and cross USD 150 bn in 2016.



- Employs over 4 million people
- Growth of 15% per year expected over next 4-5 years
- Private segment constitutes the bulk and expected to reach USD 38 bn by 2012.

India constitutes 17% of the world's population but contributes 20% of the disease burden. It has not been able to achieve the national goal set for year 2000 for reduction in MMR, Polio, BCG cases by the National Health Policy 1983.

The presently estimated new cases of reported ailments in India is worth 115 crore (1.15 bn) with 3 crore (0.03 bn) cases of hospitalization and it is expected to touch 150 crore (1.5 bn) in the next six to seven years with a growth of 30%.

Comparison of India with BRIC nations like Brazil, China, and Russia shows that these nations have achieved more compared to India with similar constraints during the last four to five decades.

- Infant mortality rate in India is more than twice that of China and Brazil
- Life expectancy at birth in India is almost 10 years less than China and Brazil
- India's disease burden is around 37% higher when compared to Brazil and 86% higher when compared to China.
- The bed density per thousand population in India is only 0.86 which is one-third of the world average of 2.60 where as in Brazil and China it is 2.60 and 2.2 respectively.

Future projections as per the 10th Plan indicate that the changing lifestyle will increase non-communicable diseases burden like Diabetes, Hypertension etc as compared to communicable diseases.

Disease Burden over the years (1990-2020)			
Year	Communicable	Non-communicable	Injuries
1990	56%	29%	15%
2020	24%	57%	19%

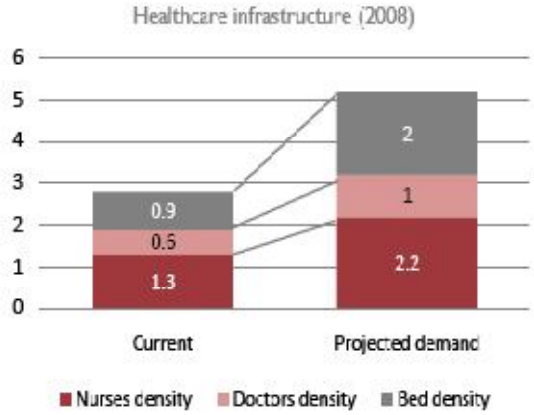
(Source: www.ficci.com)

Comparison across States

- Urban-rural divide persists with rural India bearing three-fourth of the ailment burden of India, but has only one-fourth of the human resources for health and one ninth of hospital beds.
- Disparity across States are seen with prosperous States like Kerala having bed density per thousand population of 3.45 whereas Madhya Pradesh which is a densely populated area has bed density of only 0.35, one-tenth of the global average.
- For six States of India (i.e Madhya Pradesh, Orissa, Bihar, Haryana, Jammu & Kashmir and Uttar Pradesh) comprising 37% of the population, hospital beds per thousand population is less than two-thirds of the current national average of 0.86.
- The "effective" bed density could even be lower due to shortage of staff, which results in hospital beds remaining under-utilized.
- Shortage of specialists / doctors, lab technicians and health workers in rural healthcare system is about 28 to 30% which is compounded due to of lack of delivery at the ground level.

Health Infrastructure - India rates poorly on health infrastructure

- Scarcity of human resources for health in terms of doctors, nurses, paramedics and even lab technicians.
- India has only 8% of the global universe of doctors, 8% nurses, 9% community health workers and only 1% lab technicians despite a disease burden of 20% on a population of 17%.



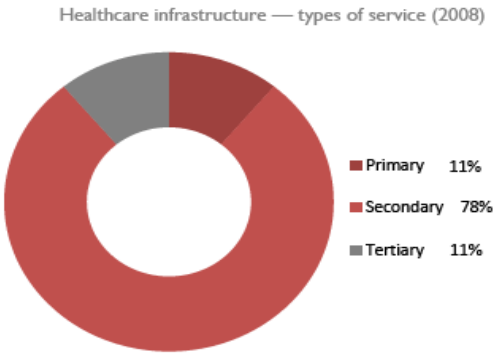
Per thousand population

- Though there has been an increase in the number of beds, human resources in terms of doctors and nurses but not in line with the requirement of the country.
- India's population has increased by 15% during the last decade and the number of patients reporting ailments per thousand population has grown by 66% and the total number of patients has gone up by only 5.1% but the bed density has in fact declined by 7%.

Service infrastructure	
Hospitals#	11,289
Beds	4,94,510
Sub centers	1,45,272
Primary Health Centres (PHCs)	22,370
Community Health Centres (CHCs)	4045

Blood banks	
Government-licenced	924
Voluntary	368
Private hospitals	718
Private charitable centers	520

- The share of tertiary health care is still very low and accounts for only 11% of Healthcare Infrastructure data of 2008



(Source www.ibef.org)

Private & Public Healthcare facilities

- Although the private care is two to three times expensive than the public healthcare, yet 60% of in-patients opt for treatment in private hospitals primarily due to;
  - Lack of access to public hospitals
  -Inconvenient timings and facilities
  -Absence of Healthcare personnel
  -Long waiting period
  -Poor quality of care in the public hospital

Quality and quantity of healthcare

- 85% of the healthcare providers in this country comprise of the private sector of which 63% are registered and 37% are not registered entities.

Healthcare Expenditure

- If the total healthcare expenditure is divided, Private Expenditure accounts for 74.2%, Public Expenditure accounts for 23.6% and External support accounts for 2%.
- Private expenditure constitutes 68.8% of household expenditure, 5.1% firms, 0.3%, NGOs. 62% of healthcare expenditure is out of pocket expenses and the remaining is Health Insurance premium.

- Public expenditure constitutes 7.2% Central Government, 2.2% Local Government and 14.4% State Government expenditures respectively.
- Cost of in-patient and out-patient treatment has also doubled in the last decade.
- Percentage of annual household expenditure due to a single hospitalization case is around 20% for rural population and for the people below poverty line (both rural and urban) is almost 50% of their annual expenditure.
- Lack of finances and awareness contribute to 60% and 70% of ailments remaining untreated in rural and urban respectively.
- Increase in the drug price during the last decade 1994-2004 has outstripped the wholesale price index of all commodities. Despite the price control, the pharmaceuticals have grown beyond WPI index.
- The diagnostic costs and medical technology as a percentage of the overall healthcare delivery cost has increased significantly by 143 to 300 percent during the last decade.
- The rise in medical technology cost has been because of dependence of import of medical equipments and devices from abroad.

(Source: www.ficci.com)

Private Investment in Healthcare

India is one of the most privatized health economies in the world. Although, it is the Government's mandate to provide healthcare to all, but lack of availability of adequate public funding has made it imperative to depend on private investments in healthcare. FICCI and Ernst & Young report anticipates about 70 billion USD private sector investments in healthcare to reach a ratio of 1.85 beds per thousand population in 2012.

Status of private investment in India's healthcare sector

- Private investment in healthcare has come in the form of Private equity, acquisitions, joint venture, tie-ups, venture capital, IPOs, Foreign Direct Investment (FDI), Foreign Institutional Investment (FII) and NRI investment. Since 2001, Foreign Direct Investment (FDI) has been permitted through automatic route, but the inflow has not been as comparable to other services sectors.
- Segments attracting private investment include diagnostic chains, medical device manufactures, corporate hospital chains, etc.
- There has been significant growth in Private Equity (PE) investments in India's healthcare sector. Private Equity has become the preferred mode of investment as earlier debt to equity ratio was 2:1 for a healthcare company, now the trend is to have 1:1. Healthcare companies prefer PE funds for raising capital compared to IPO or debt.
- PE was over $448 million in 2007 and the expected investments are $ 5 billion between 2008 and 2011.
- The Indian healthcare sector attracted US $ 1.488 billion from 2004 to 2007 approximately 6.3 per cent of the aggregate PE investment of all sectors taken together. (Source: Boston analytics)
- In the coming years focus area of PE funds would be primarily on consumer oriented centers like Pharmacy retail chains, Health & Wellness Centers, Spas & Beauty Centers etc.

- There have been Joint ventures and tie-ups between leading Indian hospitals and domestic/overseas companies/institutions. To name a few, Harvard Medical International has associated with Wockhardt Hospital group for devising and executing programs to improve patient - centered quality care , Parkway Group from Singapore has tied up with one of India's largest healthcare providers Apollo Group of Hospitals. The Apollo Gleneagles at Kolkata offers a wide range of healthcare services.
- Emaar from the Middle East and Prexeus Health Partners from the US have announced their plans of entering the Indian healthcare industry through Joint ventures. They are still in the preliminary stage.

Although, private investments have grown in the healthcare sector in recent times, but long term direct Investment is not forthcoming due to the non-existing regulatory framework, inadequate infrastructure & human resources deficiencies.

Domestic Investment

Lack of organized players and professionalism in the healthcare sector makes private investors wary of investment.

Foreign Investment

Regulatory framework is quite liberal for foreign investment in hospitals in India

- Since January 2000 up to 100 percent FDI is allowed under automatic route in hospitals in India. Controlling stake allowed.
- FIIs and private equity funds can individually purchase up to 10% and collectively up to 24% of paid up share capital of company via open offers or private placement or through stock exchange.
- Indian companies can raise capital through American Depository Rates (ADRs) and Global Depository Rates (GDRs) under automatic route, up to 49% subjected to adherence of FDI norms.
- Proprietary funds, foreign individuals, foreign corporates can register as sub account and invest via FII subject to 10% and 5% limits.
- Regulatory environment for other forms of foreign financing is quite liberal with FIIs and private equity funding permitted under FDI norms.
- Foreign venture capital investments also allowed.

Many other sources of foreign financing exist, but short term commitments are more prevalent than long term FDI in spite of the liberal foreign policy because of certain inherent constraints.

- External Constraints

  - Reforms process in overseas Healthcare sectors limits number of potential investors
  - Requirement of localized and in-depth knowledge of host country market
  - Constraints in setting up individual investments
  - Constraints in establishing and maintaining joint ventures
  - Competing destinations

- Less attractive destination for investment due to perceptions of red-tape, lack of policy clarity, lack of transparency, and problems of efficiency
- Domestic Constraints
- High cost of setting up hospitals because of land and equipment High investments at Rs 40 lakhs per bed. Thus, a 100 bed hospital would require an investment of Rs 40 crores.
- Long gestation period of 5-7 years i.e relatively low returns on such investment which in turn means low asset turnover (below 1 or 2 for major hospitals) and Profits of 13% or less after several years
- Depreciation of assets
- High interest costs of debt financing
- Margins squeezed by very high operating costs
- Sector specific and other factors adversely affect FDI commitment in hospitals

(Source: www.ficci.com)

Health Statistics of India

Main causes of death in India

Cause of Death	2005	2015 (Projections)
Communicable, maternal, perinatal, nutritional conditions	3,728,559	4,405,211
Cardiovascular diseases	2,989,326	2,571,750
Other Chronic Diseases	1,645,366	2,344,199
Injuries	1,108,082	1,485,181
Malignant neoplasms	826,189	1,462,494

Source: (http://www.who.int/chp/chronic_disease_report)

Number of Deaths in India from Chronic Diseases

Cause of Death	2005	2015 (Projections)
Diabetes	175,000	236,000
Chronic Respiratory Diseases	674,000	865,000
Cancer	826,000	1,069,000
Cardiovascular Diseases	2,989,000	3,465,000
Total (all causes)	10,362,000	10,949,000

Source: (http://www.who.int/chp/chronic_disease_report)

Areas of Opportunity

The fast growth in the Indian healthcare sector has created various pockets of opportunities for investors. A recent FICCI-Ernst and Young (E&Y) report highlights several such areas within the healthcare sector.

- Medical infrastructure forms the largest portion of the healthcare pie. Beds in excess of one million need to be added to reach a ratio of 1.85 per thousand at an investment of US$ 77.9 billion.

- The medical equipment industry is around US$ 2.17 billion and is growing at 15 per cent per year. It is estimated to reach US$ 4.97 billion by 2012.
- The medical textiles industry is projected to double to reach US$ 753 million by 2012.
- Clinical trials have the potential to become a US$ 1 billion industry by 2010 and the health services outsourcing sector has the potential to grow to US$ 7.4 billion by 2012, from US$ 3.7 billion in 2006.
- The market for tertiary care is expected to grow exponentially due to the rise in complex ailments such as heart diseases and cancer.
- India's changing demographics and the increasing incidence of non-communicable and lifestyle-related diseases is expected to trigger the need for more tertiary care hospitals to cater to this demand.
- The share of tertiary care in the total healthcare market is currently about 11 per cent.

Notwithstanding the current economic slowdown, the US$ 2.26 billion Indian wellness services market is expected to grow at about 30-35 per cent for the next five years on the back of rising consumerism, globalisation and changing lifestyles, according to a FICCI-Ernst and Young study.

The report classified wellness industry into seven core segments of allopathy, alternative therapies, beauty, counselling, fitness/slimming, nutrition and rejuvenation. While rejuvenation services such as spas, alternative therapies, ayurveda treatments and beauty services are expected to grow by as much as 30 per cent, fitness comprising gyms and slimming centres are expected to grow by more than 25 per cent.

Government Initiative

The Government launched the National Rural Health Mission (NRHM) in 2005. It aims to provide quality healthcare for all and increase the expenditure on healthcare from 0.9 per cent of GDP to 2-3 per cent of GDP by 2012.

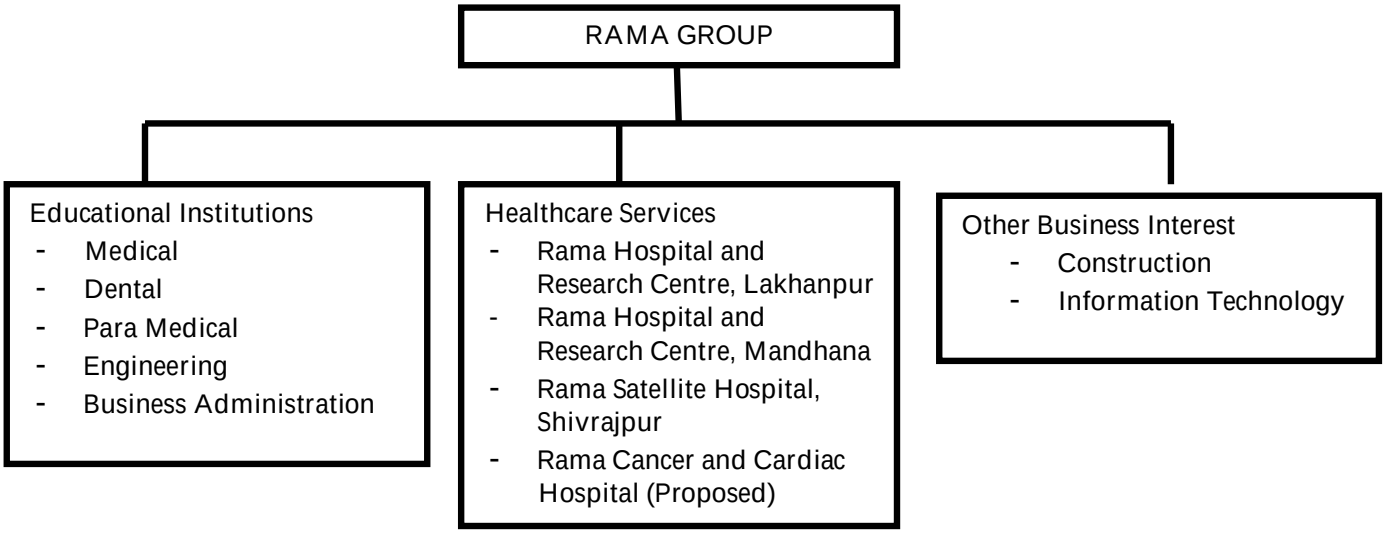
During the 2009 interim budget, the government allocated US$ 2.42 billion for NRHM.

The government has announced a US$ 63.2 million initiative to promote domestic manufacture of medical devices such as stents, catheters, heart valves and orthopaedic implants that will lead to lower prices of these critical equipment.

(source: www.ibef.org)

BUSINESS OVERVIEW

Rama Group is a regional player having diversified business interest in the field of healthcare, education, construction, etc. Our group also includes Rama Educational Society, a trust formed by our Promoters that has played pivotal role in providing educational facilities in streams like medical, dental, para medical, engineering and business administration. It has also provided medical services to the people of Kanpur by setting up of hospitals. The Rama Group entities include the following business interest:



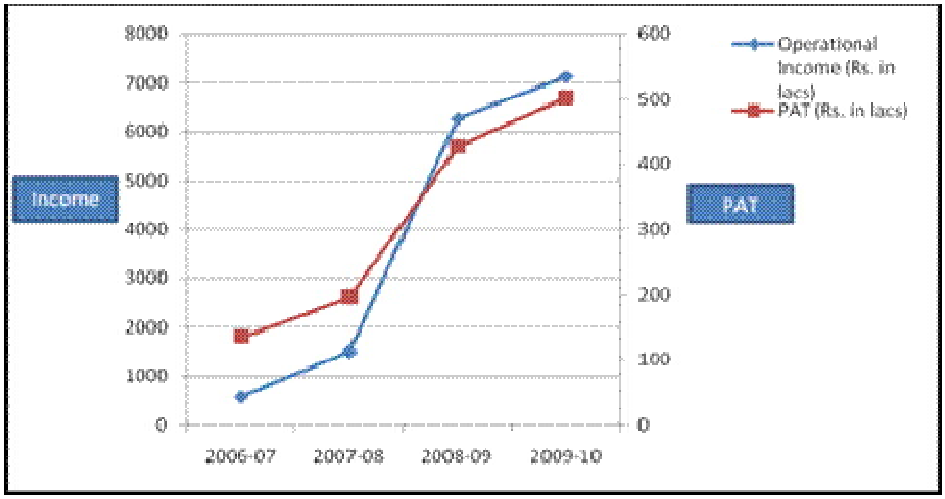
We are the flagship Company of our group providing medical services in the vicinity of Kanpur with the objective to spread our arms to Pan India. We were incorporated in the year 1995 as "Rama Medicares Pvt. Ltd" with a vision to cater primary health care services by the first generation entrepreneur Dr. B.S. Kushwah. The name of the Company was changed to Rama Medicares Limited upon conversion into Public Limited Company on January 17, 2003. From 1996-2005 the Company was into the business of leasing of medical equipments such as Defibrillator with accessories, Autoclave, Cell Analyser, OT table, OT Light, Life saving respirator, etc..These equipments which are owned by the Company were leased out to Rama Educational Society, the owners of the hospital at Lakhanpur and Mandhana and the income generated by the Company during the said period was from lease rentals.

During the year 2005, we commenced managing of operations of 100 bed on license basis belonging to the hospital run by Rama Educational Society Limited at Lakhanpur, Kanpur. Thereafter during 2007, we commenced managing of operations of 150 bed on license basis belonging to the hospital run by Rama Educational Society Limited at Mandhana, Kanpur. We have recently set up a multi specialty hospital in the name of Rama Satellite Hospital spread across in total area of 24,450 sq ft. having 150 beds capacity situated at Shivrajpur, Kanpur. Presently we operate and run 3 Hospitals at Kanpur having a total capacity of 400 beds. The medical services provided at these hospitals include General Surgery, Orthopedic Surgery, Uro Surgery, Nephrology, Neurology, Pediatrics, Gynaecology, Obstetrics, etc. We are committed to deliver quality healthcare services to our patients and have created quality medical environment at our hospitals supported by advance medical technology and experienced team of Doctors and healthcare professionals. We are proposing to set up a 300 beds cancer and cardiac super specialty hospital at Mandhana, Kanpur.

We are presently having four retail pharmacy outlets of which three are operational inside the licensed hospital premises and one at our hospital at Shivrajpur. These pharmacy outlets operate on 24X7 basis to ensure smooth supply of medicines to the hospitals.

We are an ISO 9001:2000 certified company and our financials have shown a consistent growth record in income and profitability in the past.

Financial performance of the Company in last four years



Competitive Strength

1. **Experienced Management**: Our senior management team includes our Chairman Dr. B.S. Kushwah, the promoter and founder of the Company, Dr. Suraj, Managing Director and Dr. Anu Kushwah, Whole Time Director of the Company having professional and working experience in the field of healthcare. The Company shall gain from their experience. Further, our board composition with independent directors having experience in the field of banking, administration and medical provides strength to execute the planned strategy for the growth of Company.

2. **Quality Patient Care**: The belief of our company to provide quality care to patients has been one of the strong reasons for our success. We have hired skilled doctors and well trained hospital staff to provide medical services to our patients. The care and cost effective service to patient has been one of the unique selling proposition of our services in the vicinity of Kanpur. We have been awarded ISO 9001:2000 in the year 2008 for our quality services.

3. **Professionally Managed Administration:** Our management team has made every effort to provide services through professionally managed medical and administrative staff. Our doctors have vast pool of experience in their respective field of specialization and administrative staff has sound experience in management in the healthcare industry in particular. We believe our combination of a professionally managed administration with a commitment to patient care and high ethical standards enables us to operate our hospitals more efficiently and leads to greater innovation in the management philosophy across our hospitals, while at the same time providing quality care to our patients.

4. **Brand Equity**: We believe the "Rama" healthcare brand is widely accepted by both healthcare professionals and patients in Kanpur. We also believe our reputation helps us attract not only patients, but also well-known doctors and other healthcare professionals to our facilities. Our group entity, Rama Educational Society has educated and groomed more than 600 medical professional since 1996.

Business Strategy

Our management believes that present competitive strengths and proper planning and timely execution of following business strategies would drive the future growth of the Company.

1. **Increase our focus on high growth segments:** With the growth of economy, change in lifestyle and increase in disposable income there has been increase in lifestyle related disease like heart diseases, diabetes, arthritis, spondalytis, etc. This has resulted in increase in health awareness among individuals and has also increased the demand for quality medical services. Due to complex nature of procedures involved and requirement of specialized doctors for executing the procedures, the prices charged are relatively higher and also more profitable for the hospitals. Our proposed speciality hospital for cancer and cardiac is the step towards providing these high profit margin medical services with continuous aim to venture into other profitable medical services.

2. **Expanding the presence:** Presently our area of operations is concentrated in the vicinity of Kanpur. We opine that expanding ourselves geographically is natural growth process that would require detailed planning, strategy development, identification and deployment of resources, etc. and would contribute to our revenue, profitability and visibility of brand.

Inorganic Growth: We are a growing company that is looking to spread its arm in different regions and eventually to become a company providing medical services to Pan India. We may look forward towards the inorganic route to increase our presence and expand our network. It would also assist to reduce the capex burden and the time involved for different related activities like identification of land, purchase of land, approvals for construction of hospital, etc. as required for setting up new hospitals.

3. **Improve Occupancy level and reduce average length of stay in hospitals:** We seek to increase our occupancy level in the hospitals with aim to improve the occupancy rates of the hospitals. Our major revenue from inpatient is generated within few days from the date of admission in the hospital as there are number of important medical procedures to be carried for identification of ailment and to commence the medical treatment. We seek to reduce the length of stay of our patients, focus on high profit margin medical services and increase the average income per bed of our hospitals.

Equipments

The major equipments owned by the Company are hereunder:

Sr. No.	Name of Equipments
1.	Ultra Sound Machine
2.	Portable X-Ray
3.	Semi Auto Blood Analyser
4.	Flamme Photometer
5.	Remi Centrifuge
6.	Eto Sterliser
7.	Opthae Microscope

8.	Medical Monitor (5 Para)
9.	Defilibrilator
10.	Endoskope (Foreign Body Recovery)

Infrastructure facilities and utilities

Presently our company has registered and administrative office located at 117/K-137, Sarvodaya Nagar, Kanpur, Uttar Pradesh

Utilities

- **Power:** The electricity requirement of the Hospital at Shivrajpur is catered through "Kanpur Electricity Supply Company Ltd.". The Company has received sanction of load 35 KWA. The Company has also installed two Diesel Generator Sets of 35 KWA and 25 KWA for uninterrupted power supply to hospital.
- **Water:** We have set up bore well facility to fulfill the water demand at our hospitals.

Operating details of our hospitals

1. ***Rama Satellite Hospital, Shivrajpur:***
This is our first owned hospital that commenced operation in April 2010. The total area of hospital building is 24,450 sq. ft and it comprises of two floors. We have a team of 60 medical personnel to provide quality care to the patients in the hospital. Our present capacity in this hospital is 150 beds and we provide services like General Medical service, General Surgery, Orthopedic Surgery, Gynaecology/Maternity, E.N.T, Eye, Pediatrics with other investigative facilities like X-Ray, pathology and Ultrasound department. We have a retail pharmacy store in the hospital premises for the easy accessibility to the family members of patients and it also helps the company to generate revenue.

2. ***Rama Medical and Research Centre, Lakhanpur:***
Rama Medical and Research Centre, located at A-1/8, Lakhanpur, Kanpur has dental college and hospital and is owned by Rama Educational Society. The hospital with a total building area of 2,73,900 sq. ft. has six storeys and a basement with modern medical facilities to cater the patients.

Our Company has taken different wards of Hospital on license basis from Rama Educational Society comprising of Private, Deluxe, Semi Deluxe, Super Deluxe Rooms and A.C. General wards aggregating to 100 beds and also premise for medical stores. These wards are located on third, fourth and fifth floor of the hospital. The operating details of the licensed wards are as under:

Particulars	2010	2009	2008
Number of Beds	100	100	100
Inpatient Admissions	21700	21101	19450
Average Occupancy Rate	59.45%	57.81%	53.29%
Average Length of stay	2	4	5

The medical services provided at this hospital include General Medical Service, General Surgery, Orthopedic Surgery, Uro Surgery, Nephrology, Neurology, Pediatrics, Gynaecology & Obstetrics, Dermatology, Neonatal pediatrics Surgery with other investigative facilities like X ray, CT Scan,

Pathology and Ultrasound department. The hospital is also equipped with Intensive Care Units for adults as well as children.

3. Rama Medical and Research Centre, Mandhana:

Rama Medical and Research Centre, located at Rama City, G.T. Road, Mandhana, Kanpur has dental college and hospital and is owned by Rama Educational Society. The hospital with a total building area of 2,85,541 sq. ft. has three storey's and a basement with modern medical facilities to cater the patients.

Our Company has taken different wards of Hospital on license basis from Rama Educational Society comprising of Private, General and one A.C. General ward aggregating to 150 beds and also premise for medical stores on ground floor. These wards are located on third and fifth floor of the hospital. The operating details of the licensed wards are as under:

Particulars	2010	2009	2008
Number of Beds	150	150	150
Inpatient Admissions	31311	30865	27950
Average Occupancy Rate	57.19%	56.37%	51.05%
Average Length of stay	2	4	5

The medical services provided at this hospital include General Medical Service, General Surgery, Orthopedic Surgery, Uro Surgery, Nephrology, Neurology, Pediatrics, Gynaecology & Obstetrics, Dermatology, Neonatal pediatrics Surgery with other investigative facilities like X ray, CT Scan, Pathology and Ultrasound department. The hospital is also equipped with Intensive Care Units for adults as well as children.

Competition

Although India faces a significant supply gap in terms of healthcare facilities, the healthcare industry is highly competitive. We compete with other hospitals and healthcare providers for, among other things, patients, doctors, nurses and strategic expansion opportunities.

We currently operate only in Kanpur and compete with the other hospitals and healthcare service providers located in Kanpur. These include private hospitals, government hospitals, non-profit hospitals supported by charitable trust or non-governmental organizations.

The number and quality of doctors on a hospital's staff are important factors in a hospital's competitive advantage and help attract patients. We believe that doctors outside a hospital's network refer patients to a hospital primarily on the basis of the quality of services it renders to patients, the quality of other doctors on the medical staff, the location of the hospital and the quality of the hospital's facilities, equipment and employees. Other factors in a hospital's competitive advantage include operational efficiency, the scope and breadth of services, brand recognition and the success rate for procedures. We believe that maintaining and strengthening our pool of highly-skilled doctors and nurses, as well as investing in advanced technology, will help us maintain and improve our competitive position. In addition, we seek to strategically locate our hospitals in areas with large populations that are seeking the super-specialty advanced care we provide.

Marketing and Sales Strategy

The unique selling proposition for any hospital is the quality of service to its patients. We at Rama always make an effort to provide quality service and care to its patients. The word of mouth by patients and referral by doctors is an important marketing tool for the hospital.

Intellectual Property Rights

We do not own the logo and the same is used by enitre "Rama Group". Our Company has applied for Registration of logo to Trade Mark Registry, Delhi vide Application no.2024981 dated 17.09.2010 in Class No. 5 and vide application no. 2024982. dated 17.09.2010 in Class No. 41. The application is pending before the authority.

Export Obligations

The Company does not have any export obligation.

Personnel

We believe that the success of our company is significantly dependent on our capability to attract and retain skilled doctors, nurses and other personnel. The Company presently operates wards taken on lease from hospitals operated by Rama Educational Society however the company has manpower of 83 employees.

The total manpower directly employed by our company as on June 30, 2010 are:

Sr. No.	Category	Existing
1.	Executive and Managerial	12
2.	Supervisory Staff	5
3.	Skilled / Technical	20
4.	Semi-skilled	33
5.	Un-skilled	13
	Total	**83**

Our company shall take necessary steps for recruitment of additional manpower in due course as and when required.

Our Properties

A) Owned Properties

Sr No.	Location	Address	Area	Purpose
1.	Kanpur	Khata no. 176, Aaraji no. 101, at village chakbanka, block Shivrajpur , Tehsil, Billore Distt. Kanpur	0.102 hectare	Company has constructed a new hospital at this location which commenced operations in April 2010
2.	Kanpur	Khata no. 71, Aaraji no. 100, village Chakbanka, Block Shivrajpur, Tehsil.Billore Distt. Kanpur	0.226 hectare	

Sr No.	Location	Address	Area	Purpose
3.	Kanpur	Khata no. 49, Aaraji no.415 (area 0.143 hectare) and Aaraji no. 416 (area 0.225 hectare) situated at village pargahi Bangar Tehsil pargana and Janpad Kanpur	0.368 hectare	Company has purchased land for the proposed Cancer and Cardiac Hospital to be constructed.

B) Property taken on Lease

Sr No.	Location	Address	Area	Lessor	Purpose	Terms
1.	Kanpur	2A/388, 2nd Floor, Azad Nagar, Kanpur	4,500 sq. ft approx	Dr. B.S. Kushwah	Doctor's Accommodation Facility	Company has entered into rent agreement for a period of 11 months from 01/01/2010 to 30/11/2010 for a monthly rent of Rs.1.57 lacs and has also paid interest free security deposit of Rs.9.45 lacs
2.	Kanpur	117/K-137, Sarvodaya Nagar, Kanpur, Uttar Pradesh	7200 sq.ft approx	Dr. B.S. Kushwah	Registered Office	Company has entered into rent agreement for a period of 11 months from 21/04/2010 to 20/03/2011 for a monthly rent of Rs.0.60 lacs and has also paid interest free security deposit
3.	Delhi	37 (Basement Sec 'A'), Street No. 14, Pratap Nagar, Mayur Vihar, Phase – I, Delhi	540 sq. ft approx	Mr. Lalit Gupta	Marketing Office	Company has entered into rent agreement for a period of 11 months from 15/07/2010 to 14/06/2011 for a monthly rent of Rs.0.115 lacs and has also paid interest free security deposit of Rs.0.23 lacs

C.) Property taken on License

Sr No.	Location	Address	Area	Lessor	Purpose	Terms
1.	Kanpur	A-1/8, lakhanpur, Uttar Pradesh	53,844 sq. ft	Rama Educational Society	Running the wards of Hospital	For details please refer title "Material Agreements" appearing on page no.74
2.	Kanpur	Rama City, near Mandhana Station, G.T. Road, Kanpur, Uttar Pradesh	76,517 sq. ft	Rama Educational Society	Running the wards of Hospital	For details please refer title "Material Agreements" appearing on page no.74

KEY INDUSTRY REGULATIONS AND POLICIES

The following description is a summary of the relevant regulations and policies as prescribed by the central / state governments that are applicable to our Company in India. The information detailed in this chapter has been obtained from publications available in the public domain. The regulations set out below are not exhaustive, and are only intended to provide general information to the investors and are neither designed nor intended to be a substitute for professional legal advice.

BIO-MEDICAL WASTE (MANAGEMENT AND HANDLING) RULES, 1998 ("BMW RULES")

The BMW Rules apply to all persons who generate, transport, treat, dispose or handle bio-medical waste in any form and regulate the mode of treatment and disposal of bio-medical waste. The BMW Rules mandate every occupier of an institution generating, collecting, transporting, treating, disposing and/or handling bio-medical waste to take steps to ensure that such waste is handled without any adverse effect to human health and environment and to apply to the prescribed authority for grant of authorization. The BMW Rules further require such person to submit an annual report to the prescribed authority and also to maintain records related to the generation, collection, storage, transportation, treatment, disposal, and/or any form of handling of bio-medical waste in accordance With rules and guidelines issued.

DRUGS AND COSMETICS ACT, 1940 ("DCA")

In order to maintain high standards of medical treatment, the DCA regulates the import, manufacture, distribution and sale of drugs for the proper protection of drugs and medicines and prohibits the manufacture and sale of certain drugs and cosmetics which are misbranded, adulterated, spurious or harmful. The DCA specifies the requirement of a license for the manufacture, sale or distribution of any drug or cosmetic. It further mandates that every person holding a license must keep and maintain such records, registers and other documents as may be prescribed which may be subject to inspection by the relevant authorities.

PRE-NATAL DIAGNOSTIC TECHNIQUES (REGULATION AND PREVENTION OF MISUSE) ACT, 1994

The PDT regulates the use of pre-natal diagnostic techniques for the purposes of detecting genetic or metabolic disorders or chromosomal abnormalities or certain congenital malformations or sex-linked disorders and for the prevention of the misuse of such techniques for the purposes of pre-natal sex determination leading to female feticide, and, for matters connected therewith or incidental thereto. The PDT makes it mandatory for all genetic counselling centers, genetic clinics, laboratories and all bodies utilizing ultrasound machines to register with their respective appropriate authorities failing which penal actions could be taken against them.

MEDICAL TERMINATION OF PREGNANCY ACT, 1971

The MTP regulates the termination of pregnancies by registered medical practitioners and permits termination of pregnancy only on specific grounds and for matters connected therewith. It stipulates that abortion can be carried out only in certain stipulated circumstances by a registered medical practitioner who has the necessary qualification, training and experience in performing medical termination of pregnancy and only at a place which has facilities that meet the standards specified in the rules and regulations issued under the MTP. Under the MTP, private hospitals and clinics need government approval and authorization (certification) to provide medical termination of pregnancy services. Under the rules framed pursuant to the MTP, private clinics can receive their certification only if the government is satisfied that termination of pregnancies will be done under safe and hygienic conditions, and the clinic has the requisite infrastructure and instruments in place.

TRANSPLANTATION OF HUMAN ORGANS ACT, 1994 ("THOA")

The THOA provides for the regulation of removal, storage and transplantation of human organs for therapeutic purposes and for the prevention of commercial dealings in human organs and for matters incidental thereto. The THOA prohibits the removal of any human organ except in situations provided therein. No hospital can provide services relating to the removal, storage or transplantation of any human organ therapeutic purposes unless such hospital is duly registered under the THOA.

THE ATOMIC ENERGY ACT, 1962 ("AEA")

In order to ensure safe disposal of radioactive wastes and secure public safety and safety of persons handling radioactive substances, the AEA mandates that no minerals, concentrates and other materials which contain prescribed substances be disposed of without the previous permission in writing of the Central Government. AEA provides that the Central Government may require a person to make periodical and other returns or such statements accompanied by plans, drawings and other documents as regards any prescribed substance in the AEA that can be a source of atomic energy and further states that the Central Government may prohibit among other things the acquisition, production, possession, use, disposal, export or import of any prescribed equipment, or substance, excepting under a license granted by it to that effect.

RADIATION PROTECTION RULES, 1971 ("RPR")

The RPR provides that all persons handling radioactive material need to obtain a license from a competent authority. It stipulates that no person is to use any radioactive material for any purpose, in any location and in any quantity, other than in a manner otherwise specified in the license and that every employer must designate a "Radiological Safety Officer" and maintain records with respect to every such radiation worker in the manner prescribed under the RPR.

RADIATION SURVEILLANCE PROTECTION RULES 1971 ("RSPR")

The RSPR provides that every employer required to handle radiation equipment or radioactive material must obtain the prior permission of the competent authority. The RSPR mandates an employer to appoint a "Radiological Safety Officer" with the approval of the competent authority for the implementation of the radiation protection program including all in-house radiation surveillance measures and procedures and to discharge the functions as specified under it. Further, the employer is also required to obtain prior permission from the competent authority for undertaking any decommissioning operation.

CODE NO. AERB/SC/MED-2 (REV-1) DATED OCTOBER 5, 2001 ("CODE")

The Code stipulates that all medical X-ray machines are required to be operated in accordance with the requirements outlined therein and that it is the responsibility of the owner/user of medical X-ray installation equipment to ensure compliance with the statutory provisions. The Code mandates that only those medical X-ray machines which are of the type approved by Atomic Energy Regulatory Board ("AERB") are to be installed for use. It further provides among other things, that the owners of medical X-ray installations in India be registered with AERB, and further to carry out quality assurance performance test of the X-ray unit and to employ qualified staff. Non-compliance with the regulatory requirements set forth in the Code could result in closure of the defaulting X-ray installations.

PHARMACY ACT, 1948 ("PA")

The PA provides that all pharmacists require a registration under the PA, which registration process includes providing: (a) the full name and residential address of the pharmacist; (b) the date of his first admission to the register; (c) his qualifications for registration; (d) his professional address, and if he is employed by any person, the name of such person; and (e) such further particulars as may be prescribed.

THE COMPANIES ACT, 1956

The Act deals with laws relating to companies and certain other associations. It was enacted by the parliament in 1956. The Companies Act primarily regulates the formation, financing, functioning and winding up of companies. The Act prescribes regulatory mechanism regarding all relevant aspects including organizational, financial and managerial aspects of companies. Regulation of the financial and management aspects constitutes the main focus of the Act. In the functioning of the corporate sector, although freedom of companies is important, protection of the investors and shareholders, on whose funds they flourish, is equally important. The Companies Act plays the balancing role between these two competing factors, namely, management autonomy and investor protection.

REGULATION OF FOREIGN INVESTMENT IN INDIA

Foreign investment in India is primarily governed by the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") and the rules and regulations promulgated there under. The RBI, in exercise of its powers under FEMA, has notified the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000 ("FEMA Regulations") which prohibit, restrict and regulate, transfer or issue of securities, to a person resident outside India. Pursuant to the FEMA Regulations, no prior consent or approval is required from the RBI for foreign direct investment under the "automatic route" within the specified sectoral caps prescribed for various industrial sectors. In respect of all industries not specified under the automatic route, and in respect of investments in excess of the specified sectoral limits under the automatic route, approval for such investment may be required from the FIPB and/or the RBI. Further, FIIs may purchase shares and convertible debentures of an Indian company under the portfolio investment scheme through registered brokers on recognized stock exchanges in India. Regulation 1 (4) of Schedule II of the FEMA Regulations provides that the total holding by each FII or SEBI approved sub-account of an FII shall not exceed 10% of the total paid-up equity capital of an Indian company or 10% of the paid-up value of each series of convertible debentures issued by an Indian company and the total holdings of all FIIs and sub accounts of FIIs added together shall not exceed 24% of the paid-up equity capital or paid-up value of each series of convertible debentures. However, this limit of 24% may be increased up to the statutory ceiling as applicable, by the Indian company concerned passing a resolution by its board of directors followed by the passing of a special resolution to the same effect by its shareholders.

ENVIRONMENT (PROTECTION) ACT, 1986

The Environment (Protection) Act, 1986 was enacted as a general legislation to safeguard the environment from all sources of pollution by enabling coordination of the activities of the various regulatory agencies concerned, to enable creation of an authority with powers for environmental protection, regulation of discharge of environmental pollutants etc. The purpose of the Act is to act as an "umbrella" legislation designed to provide a frame work for Central government co-ordination of the activities of various central and state authorities established under previous laws, such as Water Act & Air Act. It includes water, air and land and the inter-relationships which exist among water, air and land, and human beings and other living creatures, plants, micro-organisms and property.

THE AIR (PREVENTION AND CONTROL OF POLLUTION) ACT, 1981

The Air (Prevention and Control of Pollution) Act, 1981 provides for the prevention, control and abatement of air pollution. No person operating any industrial plant, in any air pollution control area shall discharge or cause emission of any air pollutant in excess of the standards prescribed by the State Board in this regard.

THE WATER (PREVENTION AND CONTROL OF POLLUTION) ACT, 1974

The Water (Prevention and Control of Pollution) Act, 1974 prohibits the use of any stream or well for disposal of polluting matter, in violation of standards set down by the State Pollution Control Board.

HAZARDOUS WASTE (MANAGEMENT AND HANDLING) RULES, 1989

Hazardous Waste (Management and Handling) Rules, 1989 have been framed under Environment Protection Act, 1986. However these Acts and rules there under are regulated by only one government body i.e. State Pollution Control Board.

STANDARDS OF WEIGHTS AND MEASURES ACT, 1976

This legislation and the rules made there under apply to any packaged commodity that is sold or distributed. It provides for standardization of packages in specified quantities or numbers in which the manufacturer, packer or distributor shall sell, distribute or deliver some specified commodity to avoid undue proliferation of weights, measures or number in which such commodities may be packed. Any person intending to pre-pack or import any commodity for sale, distribution or delivery has to make an application to the Director of Legal Metrology for registration.

STANDARDS OF WEIGHTS AND MEASURES ENFORCEMENT ACT, 1985

The Standards of Weights and Measures Enforcement Act, 1985 regulates the classes of weights and measures manufactured, sold, distributed, marketed, transferred, repaired or used and the classes of users of weights and measures. The Act was passed with a view to regulating and modernizing the standards used in India based on the metric system. The units of weight which are sought to be used in day to day trade are required to be periodically inspected and certified by the designated authorities under this act for their accuracy.

APPROVALS FROM LOCAL AUTHORITIES

Setting up of healthcare centre entails the requisite Planning approvals to be obtained from the relevant Local Panchayat(s) outside the city limits and appropriate Metropolitan Development Authority with in the city limits. Consents from the state Pollution Control Board(s), the relevant state Electricity Board(s), the State Excise Authorities, Sales Tax, are required to be obtained before commencing the building of a factory or the start of manufacturing operations.

INDUSTRIAL (DEVELOPMENT AND REGULATION) ACT, 1955

The Industrial (Development and Regulation) Act, 1951 has been liberalized under the New Industrial Policy dated July 24, 1991, and all industrial undertakings are exempt from licensing except for certain industries such as distillation and brewing of alcoholic drinks, cigars and cigarettes of tobacco and manufactured tobacco substitutes, all types of electronic aerospace and defense equipment, industrial explosives including detonating fuses, safety fuses, gun powder, nitrocellulose and matches and

hazardous chemicals and those reserved for the small scale sector. An industrial undertaking, which is exempt from licensing, is required to file an Industrial Entrepreneurs Memorandum ("IEM") with the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, and no further approvals are required.

THE MINIMUM WAGES ACT, 1948 ("MINIMUM WAGES ACT")

Minimum Wages Act was enacted to provide for minimum wages in certain employments. Under this Act, the Central and the State Governments are the authorities to stipulate the scheduled employment and to fix minimum wages. The Act contains list of Agricultural and Non Agricultural employment where the prescribed minimum rate of wages is to be paid to the workers. The minimum wages are calculated and fixed based on the basic requirement of food, clothing, housing required by an average Indian adult.

EMPLOYEES (PROVIDENT FUND AND MISCELLANEOUS PROVISIONS) ACT, 1952

The Act is applicable to factories employing more than 20 employees and may also apply to such establishments and industrial undertakings as notified by the Government from time to time. All the establishments under the Act are required to be registered with the Provident Fund Commissioners of the State. Also, in accordance with the provisions of the Act the employers are required to contribute to the Employees' Provident Fund the prescribed percentage of the basic wages, dearness allowances and remaining allowance (if any) payable to the employees. The employee shall also be required to make the equal contribution to the fund. As per the provision of the Act, employers are to contribute 12% of the basic wages, dearness allowances and remaining allowances (if any) payable for the time being to the employees. A monthly return in Form 12 A is required to be submitted to the commissioner in addition to the maintenance of registers by the employers.

PAYMENT OF GRATUITY ACT, 1972

A terminal lump sum benefit paid to a worker when he or she leaves employment after having worked for the employer for a prescribed minimum number of years is referred to as "gratuity". The provisions of the Act are applicable to all the factories. The Act provides that within 30 days of opening of the establishment, it has to notify the controlling authority in Form A and thereafter whenever there is any change in the name, address or change in the nature of the business of the establishment a notice in Form B has to be filed with the authority. The Employer is also required to display an abstract of the Act and the rules made there-under in Form U to be affixed at the or near the main entrance. Further, every employer has to obtain insurance for his liability towards gratuity payment to be made under Payment of Gratuity Act 1972, with Life Insurance Corporation or any other approved insurance fund.

PAYMENT OF BONUS ACT, 1965

The Payment of Bonus Act, 1965 is applicable to every establishment employing 20 or more employees. The said Act provides for payment of the minimum bonus to the employees specified under the Act. It further requires the maintenance of certain books and registers such as the register showing computation of the allocable surplus; the register showing the set on & set off of the allocable surplus and register showing the details of the amount of Bonus due to the employees. Further it also require for the submission of Annual Return in the prescribed form (FORM D) to be submitted by the employer within 30 days of payment of the bonus to the Inspector appointed under the Act.

CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970

The purpose of Contract Labour (Regulation and Abolition) Act 1970, is to regulate the employment and protect the interests of the workers who are hired on the basis of individual contracts in certain establishments. In the event that any activity is outsourced, and is carried out by labourers hired on contractual basis, then compliance with the Contract Labour (Regulation and Abolition) Act, including registration will be necessary and the principal employer will be held liable in the event of default by the contractor to make requisite payments towards provident fund etc.

EMPLOYMENT (STANDING ORDERS) ACT, 1950

The Industrial Employment (standing orders) Act requires employers in industrial establishments to formally define conditions of employment under them. It applies to every industrial establishment wherein 100 (reduced to 50 by the Central Government in respect of the establishments for which it is the Appropriate Government) or more workmen are employed. The Act calls for the submission of such conditions of work to the relevant authorities for their approval.

THE EQUAL REMUNERATION ACT, 1976 ("EQUAL REMUNERATION ACT") AND EQUAL REMUNERATION RULES, 1976

The Constitution of India provides for equal pay for equal work for both men and women. To give effect to this provision, the Equal Remuneration Act, 1976 was implemented. The Act provides that no discrimination shall be shown on the basis of sex for performing similar works and that equal remuneration shall be paid to both men and women when the same work is being done.

EMPLOYEES STATE INSURANCE ACT, 1948

All the establishments to which the Employees State Insurance (ESI) Act applies are required to be registered under the Act with the Employees State Insurance Corporation. The Act applies to those establishments where 20 or more persons are employed. The Act requires all the employees of the factories and establishments to which the Act applies to be insured in the manner provided under the Act. Further, employer and employees both are required to make contribution to the fund. The return of the contribution made is required to be filed with the ESI department.

THE MATERNITY BENEFIT ACT, 1961 ("MATERNITY ACT")

The purpose of Maternity Act 1961 is to regulate the employment of pregnant women and to ensure that they get paid leave for a specified period during and after their pregnancy. It provides, inter-alia for payment of maternity benefits, medical bonus and enacts prohibition on dismissal, reduction of wages paid to pregnant women etc.

REGISTRATIONS UNDER THE APPLICABLE SHOPS & COMMERCIAL ESTABLISHMENTS ACTS OF THE RESPECTIVE STATES IN WHICH OUR COMPANY HAS AN ESTABLISHED PLACE OF BUSINESS/ OFFICE ("SHOPS ACT")

The Shops Act provides for the regulation of conditions of work in shops, commercial establishments, restaurants, theatres and other establishments. The Act is enforced by the Chief Inspector of Shops (CIS) and various inspectors under the supervision and control of Deputy / Assistant Labour Commissioners of the concerned District, who in turn functions under the supervision of Labour Commissioner.

HISTORY AND OTHER CORPORATE MATTERS

Brief History

Our Company was originally incorporated as Rama Medicares Private Limited in the State of Uttar Pradesh on April 21, 1995 under the Companies Act, 1956 vide certificate of incorporation issued by Registrar of Companies, Uttar Pradesh, Kanpur (presently known as "Registrar of Companies Uttar Pradesh & Uttarakhand, Kanpur"). Subsequently the company was converted into Public Limited vide a fresh certificate of incorporation dated January 17, 2003 from Registrar of Companies.

Major Events

Year	Events
1995	Incorporation of the Company
2003	Conversion from Private Limited to Public Limited
2005	Commenced managing of operations of 100 bed on license basis at Lakhanpur, Kanpur
2007	Commenced managing of operations of 150 bed on license basis at Mandhana, Kanpur
2008	Commenced Retail Pharmacy operation
2008	Received ISO 9001:2000 certificate for Lakhanpur and Mandhana Hospital
2010	Set up our own multi specialty 150 bed hospital at Shivrajpur, Kanpur

CHANGE IN REGISTERED OFFICE

There has been no change in the registered office of the Company since incorporation.

Main Objects

The main objects of the company to be pursued by the Company on its incorporation are:

1) To act as consultants in the various field and branches of medicines, medical facilities, health services and allied areas to any Company, Corporation, Firm, Society, Trust, Association, Person, Government, Institution or any other body.
2) To run, arrange, sponsor medical clinics, hospitals, health centers, College, Institute for various branches of medicines and to carry on similar business on behalf of any person, firm company, corporation, corporation, society, association, Govt. Institution, trust or any other body, or to provide expert services for running similar business or to make agreements and arrangements, to provide management and to act as agents or render assistance to any person, company, society, corporation, firm, association, Government, Institution or any other body for running such business.
3) To act as consultants or advisor, to conduct any classes, seminars, courses or any other programme in various branches, fields of medical science on one time basis or continuous basis or for the purpose run and manage college or institution for and on behalf of any of the clients or for that matter on own behalf.

Changes in Memorandum of Association

We have made the following changes in Memorandum of Association except for the changes made on account of increase in authorized capital.

Date of Shareholder's Approval	Nature of Changes in the Memorandum of Association

Date of Shareholder's Approval	Nature of Changes in the Memorandum of Association
March 30, 2007	Amendment in the other object clause to include *To carry on the business of manufacturers, suppliers, traders, importer, exporters of medical equipments, services, drugs, pharmaceuticals, formulations or other consumables

Material Agreements

We have entered into a license agreement with Rama Educational Society for the hospitals located at Lakhanpur and Mandhana. The important terms of these agreements are under:

- ***License Renewal Agreement between the Rama Educational Society Limited (the licensor) and Our Company (licensee) for utilizing the facilities of hospital located at Lakhanpur***

  We have renewed our license to use the facilities of hospital located at A/1-8, Lakhanpur owned by the licensor vide agreement dated 8/06/2010. In terms of this agreement the Company is licensed to occupy and use the facilities of hospital wards and Medical Stores for patients for a period of 11 months. The important terms of license to use are as under:
  - The licensor has licensed Private, Deluxe, Semi Deluxe, Super Deluxe Rooms and A.C. General wards constituting 100 beds. These wards are located on the third, fourth and fifth floor of the hospital building admeasuring 53,844 sq. ft. approx.
  - The licensee shall be responsible for the maintenance of the furniture, fixtures and electrical fittings of these wards.
  - The licensor shall provide medical and nursing staff, ward boys and the infrastructural facilities like water, electricity, lift facility to the licensee without any extra charge.
  - The licensee will use private, deluxe, semi-deluxe, super deluxe rooms and A.C. general wards of the society and shall be liable only for the patients occupying the respective wards. The licensee shall, in no manner whatsoever, be held liable for the patients occupying wards not being used by the licensee.
  - The licensee shall keep record of its income from these wards and the same shall be verified by the accounts and internal audit department of the licensor and a percentage of total receipt amount shall be paid to society on the following percentage basis:

Sr. No	Gross Receipts by the Company per annum	Percentage to be given by Company to Society
1.	Upto Rs. 200 lacs	10%
2.	More than Rs. 200 lacs and up to Rs.1000 lacs	8%
3.	More than Rs. 1000 lacs	6%

  The payment of said amount shall be made by the licensee on quarterly basis. The actual cost for the service like O.T., Physiotherapy, Pathology and other Observations / Services shall be reimbursed on actual basis to the Society. The licensor shall run its General Ward of Hospital & Research Center, Dental College and Medical services on an ongoing basis.

- ***License Renewal Agreement between the Rama Educational Society Limited (the licensor) and Our Company (the licensee) for utilizing the facilities of hospital located at Mandhana***

  We have renewed our license to use the facilities of hospital located at Rama City, G.T. Road, Mandhana, Kanpur owned by Rama Educational Society vide agreement dated 26/03/2010. In terms of this agreement the Company is licensed to occupy and use the facilities of hospital wards and

Medical Stores for patients for a period of 11 months. The important terms of license to use are as under:

- The licensor has licensed private, a part of general ward and one A.C. general ward constituting 150 beds. These wards are located on the second floor and third floor of the hospital building admeasuring 76,151 sq. ft. approx. The society has also given license to use the passage, gallery, common bathroom, attendant's room, one ware house at basement and Medical Stores on Ground Floor and Second Floor.
- The licensee shall be responsible for the maintenance of the furniture, fixtures and electrical fittings of these wards.
- The licensor shall provide medical and nursing staff, ward boys and the infrastructural facilities like water, electricity, lift facility to the licensee without any extra charge.
- The licensee will use private, a part of general ward and A.C. general ward of the society and shall be liable only for the patients occupying the respective wards. The licensee shall, in no manner whatsoever, be held liable for the patients occupying wards not being used by the licensee.
- The licensee shall keep record of its income from these wards and the same shall be verified by the accounts and internal audit department of the licensor and a percentage of total receipt amount shall be paid to society on the following percentage basis:

Sr. No	Gross Receipts by the Company per annum	Percentage to be given by Company to Society
1.	Upto Rs. 200 lacs	10%
2.	More than Rs. 200 lacs and up to Rs.1000 lacs	8%
3.	More than Rs. 1000 lacs	6%

The payment of said amount shall be made by the licensee on quarterly basis. The actual cost for the service like O.T., Physiotherapy, Pathology and other Observations / Services shall be reimbursed on actual basis to the Society. The licensor shall run its General Ward of Hospital & Research Center, Dental College and Medical services on an ongoing basis

Financial Partners

There are no financial partnership agreements entered into by the Company.

Strategic Partners

There are no strategic partnership agreements entered into by the Company.

SUBSIDIARY OF THE COMPANY

We do not have any subsidiary company.

MANAGEMENT

Board of Directors

The following table sets forth details regarding our present Directors:

Name, Designation Residential Address, Age, Occupation DIN No.	Date of Appointment / Re-appointment	Qualification	Other Directorships held
Dr. B. S. Kushwah ***S/o Late Sughar Singh Kushwah*** **Designation:** Chairman & Managing Director **Residence:** 2A/388, Azad Nagar Kanpur **Age:** 53 years **Occupation:** Business **Status:** Executive & Non-Independent **DIN:** 00080753 **Nationality:** Indian	- Originally appointed on April 21, 1995 - Re-appointed on October 5, 2008	Bachelor of Dental Surgery	• Chairman of Rama Educational Society Other directorships • Rama Electronics Media & Communications Ltd. • Rama Energies Ltd. • RCS Global Ltd. • Roudolph Pharmaceuticals Pvt. Ltd.
Dr.Suraj ***S/o Dr. B. S. Kushwah*** **Designation:** Managing Director **Residence:** 2A/388, Azad Nagar Kanpur **Age:** 29 years **Occupation:** Business **Status:** Executive & Non-Independent **DIN:** 00323273 **Nationality:** Indian	- Originally appointed on December 05, 2002 - Re-appointed on April 02,2007	Bachelor of Dental Surgery	• Aasma Creations Pvt. Ltd. • Badal Food & Beverages Pvt. Ltd. • Maverick Edusolutions (India) Pvt. Ltd. • Rama Agricultural Products Pvt. Ltd. • Rama Electronics Media & Communication Ltd. • Rama Energies Ltd. • RCS Global Ltd. • S. V. Mega Structures Ltd. • Rudolph Pharmaceuticals Pvt. Ltd.

Name, Designation Residential Address, Age, Occupation DIN No.	Date of Appointment / Re-appointment	Qualification	Other Directorships held
Mrs. Rama Kushwah ***W/o Dr. B. S. Kushwah*** **Designation:** Whole Time Director **Residence:** 2A/388, Azad Nagar Kanpur **Age:** 48 years **Occupation:** Business **Status:** Executive & Non-Independent **DIN:** 00080798 **Nationality:** Indian	- Originally appointed on April 21 , 1995 - Re-appointed on October 5, 2008	Under Graduate	• Rama Electronics Media & Communications Ltd. • Rama Energies Ltd • Roudolph Pharmaceuticals Pvt. Ltd.
Dr. Anu Khushwah ***D/o Dr. B. S. Kushwah*** **Designation:** Whole Time Director **Residence:** 2A/388, Azad Nagar Kanpur **Age:** 26 years **Occupation:** Business **Status:** Executive & Non-Independent **DIN:** 00081111 **Nationality:** Indian	- Originally appointed on February 25, 2004 - Re-appointed on April 01, 2006	Bachelor of Dental Surgery	• Aasma Creations Pvt. Ltd. • Badal Food & Beverages Pvt. Ltd. • Maverick Edusolutions (India) Pvt. Ltd. • Rama Agricultural Products Pvt. Ltd • Rama Electronics Media & Communication Ltd. • Rama Energies Ltd. • RCS Global Ltd. • S. V. Mega Structures Ltd.
Capt. Jagatveer Singh Drona ***S/o Mr. Malikhan Singh Drona*** **Designation:** Director **Residence:**	August 23, 2006	Bachelor in Physical Education	Nil

Name, Designation Residential Address, Age, Occupation DIN No.	Date of Appointment / Re-appointment	Qualification	Other Directorships held
113,/140, Swaroop Nagar, Kanpur ***Age*:** 71 years **Occupation:** Ex- Member of Parliament **Status:** Independent **DIN:** 00095848 **Nationality:** Indian			
Mr.Jagannath Pal ***S/o Mr. Ram Adhar Pal*** **Designation:** Director **Residence:** 4/236, Viram Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010 ***Age*:** 61 years **Occupation:** Retired Professional **Status:** Independent **DIN:** 02978705	December 31, 2009	LLB and P.G. Diploma in Criminology	Nil
Mr.Tilak Raj Joshi ***S/o Mr. Hari Chand Joshi*** **Designation:** Director **Residence:** Flat No. 105, Goverdhan Apartment, 117/L/438, Naveen Nagar, Kanpur, Uttar Pradesh – 208025 ***Age*: 62** years **Occupation:** Retired Banker	December 31, 2009	B.Com, ICWA, CAIIB	• Anod Plasma Spray Limited

Name, Designation Residential Address, Age, Occupation DIN No.	Date of Appointment / Re-appointment	Qualification	Other Directorships held
Status: Independent **DIN:** 02978743			
Dr. Raghunandan Prasad Pathak ***S/o Late Changa Mal Pathak*** **Designation:** Director **Residence:** 769, Awadhpuri Road, Lakhanpur Society, Kanpur, Uttar Pradesh - 208024 ***Age*:** 74 years **Occupation:** Medical profession **Status:** Independent **DIN:** 03152676	July 1, 2010	M.B.B.S, Diploma in Leprosy	Nil

NOTE: There has been no arrangement or understanding with any of the major shareholders, customers, suppliers pursuant to which our directors were selected as a director or member of Senior Management.

BRIEF BIOGRAPHY OF THE DIRECTORS

Dr. B.S. Kushwah, **(53 years),** is a Bachelor of Dental Surgery from Dr. B.R. Ambedkar University. He is the Chairman cum Managing Director of our company besides being the promoter of the Company. He started his career by joining the Indian Millitary and served therein from 1975 to 1985. Thereafter in 1986 he established Rama Dental Clinic at Kanpur, which by its vertical growth took the shape of Rama Dental College at Lakhanpur, Kanpur and currently functional under the umbrella of Rama Educational Society which presently runs the medical, dental, engineering and management colleges. Dr. B.S. Kushwah has over 25 years of experience in the healthcare related fields.

Dr. Suraj, (29 years) is a Bachelor of Dental Surgery from Dr. B.R. Ambedkar University, Agra. He is the co-promoter and Managing Director of Rama Medicares Limited. He started his career in 2002 in the company as a director and is presently responsible for overall management of the Company. He also controls and manages the affairs of different colleges established under Rama Educational Society and the companies operating under the "Rama Group". He is the Treasurer in Rama Educational Society.

Mrs. Rama Kushwah (48 years) wife of Dr. B. S. Kushwah is an under graduate. She is the Whole Time Director in the Company and has over 13 years of experience in looking after the administration of the hospitals run by the company. Presently, she is also the secretary in Rama Educational Society.

Dr. Anu Kushwah (26 years) daughter of Dr. B. S. Kushwah, is Bachelor of Dental Surgery from Dr. B.R. Ambedkar University, Agra. She is the Whole Time Director of the Company. She started her career in the company in 2004. She is a presently looking after the operations of the hospital managed by the company and the retail pharmacy stores.

Capt. Jagatveer Singh Drona (71 years) is the Independent Director of the Company. He holds Bachelor's degree in the field of Physical Education and has served Indian Military for 6 years. Capt. Drona was Member of Parliament (MP) for Kanpur Lok Sabha Seat for 10th 11th & 12th Lok Sabha. He has been a member of various committees like Committee on Public Accounts (PAC), Rules Committee, Committee on Defence, Steel, Home Affairs, Joint Parliament Committee, Wakf Board, Committee on Transport & Tourism and Consultative Railways, Joint Committee on the Empowerment of Women. Capt. Drona has widely traveled being a member of Indian Parliamentary Delegation to 99th Inter – Parliamentary Conference.

Mr. Jagannath Pal (61 years) is a Post – Graduate in Arts and also has a Law Degree and P.G. Diploma in Criminology. He retired from the services of UP Govt. as Special Secretary to the Govt. of UP. During his tenure of service with Govt. of UP, he has held various senior positions in Education Department. During the year 2007-08 he was the Director of Institute of Secretariat Training & Management. He served as UP State Public Information officer for Higher Education and Secretariat Administration from 2005 to 2009. From 2005 to 2009 he had been Member Central Admission Board U.P. Technical University, Lucknow.

Mr. Tilak Raj Joshi (62 years) has vast experience of over 35 years in various banking areas with specialisation in Branch administration and credit department. He is B.Com (Hons.) from Shri Ram College of Commerce, Delhi University, an ICWA (Member of Institute of Cost & Works Accountants of India); CAIIB from Indian Institute of Bankers, Mumbai and CBSE Board Topper in year 1966. Till Nov.2005, he worked with Bank of India in a capacity of Deputy General Manager and was posted as Zonal Manager of Kanpur Zone. During 2002 to 2004 he worked as Asst. General Manager in Foreign Business Dept. at Head office of Bank of India, and has also held various responsibilities in the Bank. Presently he is providing Consultancy service in the field of Finance.

Dr. Raghunandan Prasad Pathak (74 years) is a M.B.B.S from Lucknow University and holds a Diploma in Leprosy. He began his career as house surgeon in Ophthalmology. During his career he has served as Medical Officer In-Charge to Chief Medical Superintendent in Government Medical College and District Hospitals. He is presently the Medical Superintendent of a hospital in Kanpur and also earlier served as Chief Medical Superintendent in hospital at Kanpur. He has attended several workshops on healthcare and hospital management and also has expertise in Medico legal cases and acted as Medico consultant for various hospitals in and around Kanpur.

Relationships between Directors

Sr. No	Name of Directors	Relationship between Directors
1.	Dr. B.S. Kushwah	- Husband of Mrs. Rama Kushwah - Father of Dr. Suraj - Father of Dr. Anu Kushwah
2.	Dr.Suraj	- Son of Dr. B.S. Kushwah & Mrs. Rama Kushwah - Brother of Dr. Anu Kushwah

3.	Mrs. Rama Kushwah	- Wife of Dr. B.S. Kushwah - Mother of Dr. Suraj & Dr. Anu Kushwah
4.	Dr. Anu Kushwah	- Daughter of Dr. B.S. Kushwah & Mrs. Rama Kushwah - Sister of Dr. Suraj

Service Contract entered into by Directors with the Company

Our Company has not entered into any service contract with the directors of the Company to provide benefits upon termination of employment

Shareholding of Directors in our Company

Sr. No	Name of the Directors	No. of shares held	% of shareholding in our company
1.	Dr. B.S. Kushwah	47,71,203	31.49
2.	Dr.Suraj	24,08,518	15.90
3.	Mrs. Rama Kushwah	22,77,282	15.03
4.	Dr. Anu Kushwah	12,57,534	8.30
5.	Capt Jagatveer Singh Drona	Nil	Nil
6.	Mr. Jagganath Pal	Nil	Nil
7.	Mr. Tilak Raj Joshi	Nil	Nil
8.	Mr. Raghunandan Prasad Pathak	Nil	Nil
Total		**1,07,14,537**	**70.72**

Changes in our Board of Directors

The changes in our Board of Directors during the last three years are as follows:

Name	Date of Change	Reason for Change
Mr. Ashok Srivastava	December 31, 2009	Resignation
Mr. Jagannath Pal	December 31, 2009	Appointment
Mr. Tilak Raj Joshi	December 31, 2009	Appointment
Mr. Madan Chaturvedi	July 1, 2010	Resignation
Dr. Raghunandan Prasad Pathak	July 1, 2010	Appointment

COMPENSATION OF MANAGING DIRECTOR/ WHOLE TIME DIRECTORS

Sr No.	Name of the Director	Designation	Tenure of Appointment/Re-Appointment	Compensation
1.	Dr. B.S. Kushwah	Chairman & Managing Director	5 years with effect from October 5, 2008	*Salary* Rs.4,00,000 per month *Perquisites* - Company maintained car with driver & telephone at residence for official purpose - Leave with pay for a period not exceeding one month for every eleven

Sr No.	Name of the Director	Designation	Tenure of Appointment/Re-Appointment	Compensation
				month services besides casual and sick leave. Accumulated leave shall not be allowed to be encashed - Company accommodation facility. In case the facility is not availed then house rent allowance of a sum not exceeding 45% of his salary.
2.	Dr.Suraj	Managing Director	5 years with effect from April 02, 2007. However, the compensation was revised and approved by the members in the extra ordinary general meeting dated January 16, 2008.	*Salary* Rs.4,00,000 per month *Perquisites* - Company maintained car with driver & telephone at residence for official purpose - Leave with pay for a period not exceeding one month for every eleven month services besides casual and sick leave. Accumulated leave shall not allowed to be encashed - Company accommodation facility. In case the facility is not availed then house rent allowance of a sum not exceeding 60% of his salary.
3.	Mrs. Rama Kushwah	Whole Time Director	5 years with effect from October 5, 2008	*Salary* Rs.2,00,000 per month *Perquisites* - Company maintained car with driver & telephone at residence for official purpose - Leave with pay for a period not exceeding one month for every eleven month services besides casual and sick leave. Accumulated leave shall not allowed to be encashed - Company accommodation facility. In case the facility is not availed then house rent allowance of a sum not exceeding 45% of her salary.
4.	Dr. Anu Kushwah	Whole Time Director	5 years with effect from April 01, 2006	*Salary* Rs.1,75,000 per month *Perquisites* - Company maintained car with driver & telephone at residence for official purpose. - Leave with pay for a period not exceeding one month for every eleven

Sr No.	Name of the Director	Designation	Tenure of Appointment/Re-Appointment	Compensation
				month services besides casual and sick leave. Accumulated leave shall not allowed to be encashed The remuneration including perquisite shall be minimum remuneration during the term of office in the event of absence or inadequacy of profit in any year.

Borrowing Powers of Directors

The Company has passed an special resolution at its EGM held on January 22, 2010 in terms of the provisions of section 293(1)(d) of the Act, whereby it has authorized the Board of Directors to borrow money up to Rs. 500.00 Crores (Rupees Five Hundred crores) from time to time.

Qualification Shares required to be held by our Directors

Our directors are not required to hold any qualification shares.

Interest of Directors

Except as stated in the "Statement of Related Party Transaction" beginning on page no. 101 of this Draft Red Herring Prospectus, all our Directors may be deemed to be interested to the extent of fees, if any, payable to them for attending meetings of our Board and Committees as well as to the extent of remuneration and/or reimbursement of expenses payable to them in accordance with the provisions of the Companies Act and in terms of our Articles of Association. Our Director may also be regarded as interested in the Equity Shares, if any, held by them or their relatives in our Company or that may be subscribed by and allotted/transferred to the companies, firms and trusts and other entities in which they are interested as Directors, members, partners, trustees or otherwise.

Compliance with Corporate Governance requirements

Our Company has complied with the corporate governance code in accordance with Clause 49 to the extent possible. Our Company undertakes to take all necessary steps to continue to comply with all the requirements of Clause 49 of the Listing Agreement to be entered into with the Stock Exchanges.

In terms of the Clause 49 of the Listing Agreement, our Company has already constituted the following committees.

Audit Committee

The Audit Committee was constituted at the Board meeting held on March 25, 2006 and the same was reconstituted on July 01, 2010. The present audit Committee comprises of the following members

Name of Director	Status in Committee	Nature of Directorship
Mr. Tilak Raj Joshi	Chairman	Independent Director
Capt. Jagatveer Singh Drona	Member	Independent Director

Name of Director	Status in Committee	Nature of Directorship
Dr. Raghunandan Prasad Pathak	Member	Independent Director
Mr. Jagannath Pal	Member	Independent Director

The role of the Committee has been defined to include the following activities:

(a) Overseeing the Company's financial reporting process and the disclosure of its financial information to ensure that the financial statements are correct, sufficient and credible.
(b) Recommending to the Board, the appointment, re-appointment and if required, the replacement or removal of the statutory auditor and fixation of audit fee.
(c) Approval of payment to statutory auditors for any other services rendered by the statutory auditors.
(d) Reviewing with the management the annual financial statements before submission to the Board for approval, with particular reference to:
    - Matters required to be included in the Director's Responsibility Statement to be included in the Board's report in terms of clause (2AA) of section 217 of the Companies Act, 1956.
    - Changes, if any, in accounting policies and practices and reasons for the same.
    - Major accounting entries involving estimates based on the exercise of judgment by management.
    - Significant adjustments made in the financial statements arising out of audit findings.
    - Compliance with listing and other legal requirements relating to financial statements.
    - Disclosure of any related party transactions.
    - Qualifications in the draft audit report.

(e) Reviewing with the management, the quarterly financial statements before submission to the board for approval
(f) Reviewing, with the management, the statement of uses/ application of funds raised through an issue (public issue, rights issue, preferential issue, etc.), the statement of funds utilized for purposes other than those stated in the offer document/ prospectus/ notice and the report submitted by the monitoring agency monitoring the utilization of proceeds of a public or rights issue, and making appropriate recommendations to the Board to take up steps in this matter.
(g) Reviewing, with the management, performance of statutory and internal auditors, and adequacy of the internal control systems.
(h) Reviewing the adequacy of internal audit function, if any, including the structure of the internal audit department, staffing and seniority of the official heading the department, reporting structure coverage and frequency of internal audit.
(i) Discussion with internal auditors any significant findings and follow up there on.
(j) Reviewing the findings of any internal investigations by the internal auditors into matters where there is suspected fraud or irregularity or a failure of internal control systems of a material nature and reporting the matter to the board.
(k) Discussion with statutory auditors before the audit commences, about the nature and scope of audit as well as post-audit discussion to ascertain any area of concern.
(l) To look into the reasons for substantial defaults in the payment to the depositors, debenture holders, shareholders (in case of nonpayment of declared dividends) and creditors.
(m) To review the functioning of the Whistle Blower mechanism, in case the same is existing.
(n) Carrying out any other function as is mentioned in the terms of reference of the Audit Committee.

Remuneration Committee

The Remuneration Committee was constituted on March 25, 2006 and the same was reconstituted on July 01, 2010. Presently it comprises of the following board of directors.

Name of Director	Status in Committee	Nature of Directorship
Mr. Jagannath Pal	Chairman	Independent Director
Capt. Jagatveer Singh Drona	Member	Independent Director
Mr. Tilak Raj Joshi	Member	Independent Director
Dr. Raghunandan Prasad Pathak	Member	Independent Director

The terms of reference of the Remuneration Committee are as follows:

(a) The Remuneration Committee recommends to the board the compensation terms of the executive directors.
(b) Framing and implementing on behalf of the Board and on behalf of the shareholders, a credible and transparent policy on remuneration of executive directors including ESOP, Pension Rights and any compensation payment.
(c) Considering approving and recommending to the Board the changes in designation and increase in salary of the executive directors.
(d) Ensuring the remuneration policy is good enough to attract, retain and motivate directors.
(e) Bringing about objectivity in deeming the remuneration package while striking a balance between the interest of our Company and the shareholders.

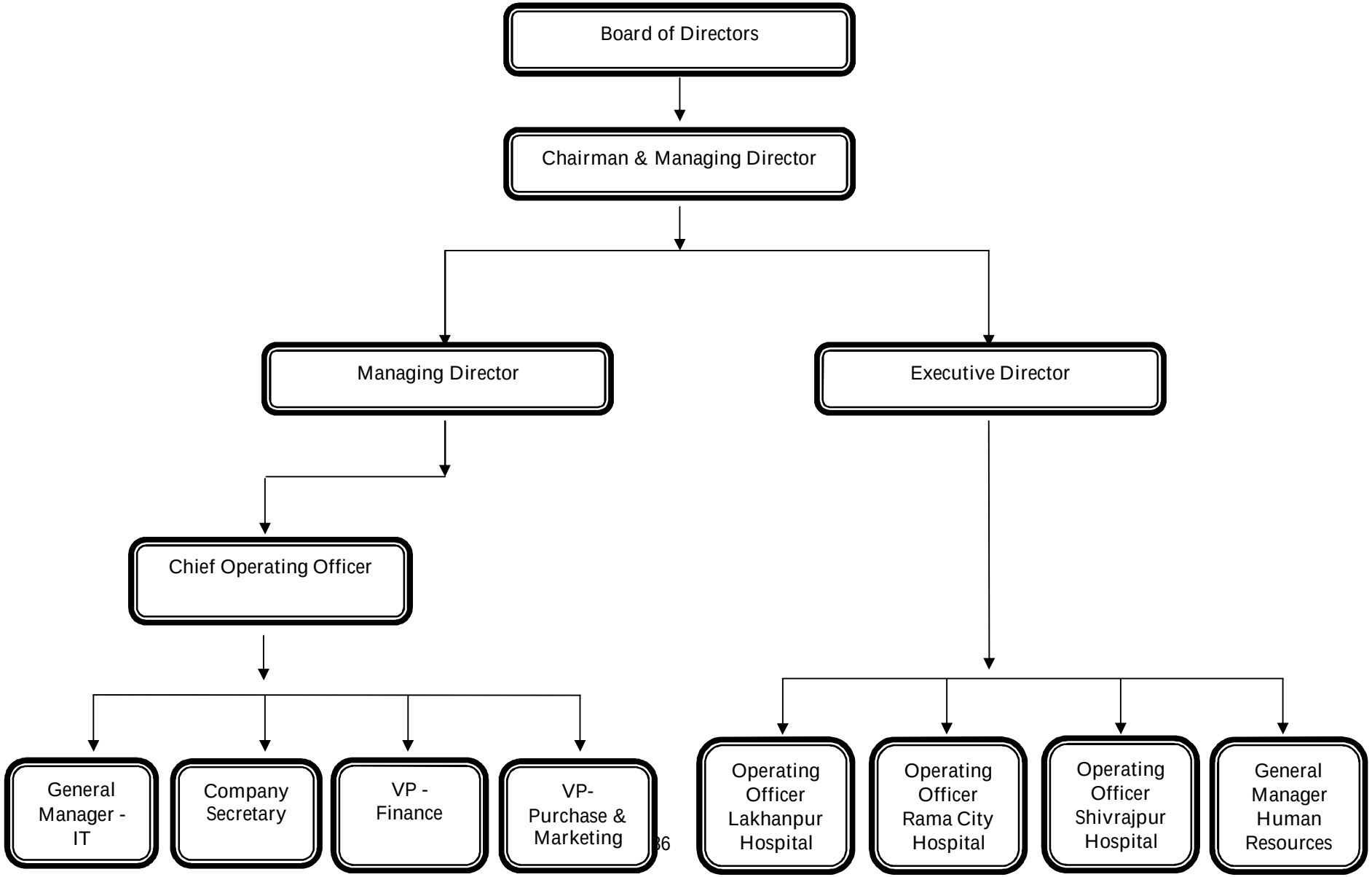
Shareholders'/ Investor Grievances Committee

We have constituted the Shareholders and Investors Grievances Committee on August 03, 2009. The Committee consists of the following Directors.

Name of Director	Status in Committee	Nature of Directorship
Capt. Jagatveer Singh Drona	Chairman	Independent Director
Mr. Jagannath Pal	Member	Independent Director
Dr. Raghunandan Prasad Pathak	Member	Independent Director
Mr. Tilak Raj Joshi	Member	Independent Director

The scope and function of this committee is to consider and review shareholders' / investors' grievances and complaints and ensure that all shareholders' / investors' grievances and correspondence are attended to expeditiously and satisfactorily unless constrained by incomplete documentation and / or legal impediments.

MANAGEMENT ORGANISATION STRUCTURE



KEY MANAGERIAL PERSONNEL

Sr. no	Name, Age, Qualification	Designation	Remuneration Per annum (Rs.)	Date of Appointment	Previous Company and Total Experience
1.	**Mr. R.L. Bhatia** **Age**: 60 years **Qualification:** B.SC. M.A.	Chief Operating Officer	12,00,000.00	July 01, 2010	Bank of India 38 years
2.	**Mr. K.K.Sharma** **Age**: 56 years **Qualification:** B.SC. PGDBM	Vice-President Marketing	7,20,000.00	March 22, 2007	Maitri Healthcare Limited 36 years
3.	**Mr. Vikas Kool** **Age :** 29 years **Qualification:** B.COM. ACA	Vice President - Finance	3,60,000.00	May 11, 2009	PACL(I) Ltd. 7 years
4.	**Mr. Raja Singh Diwaker** **Age:** 31 years **Qualification:** B.Tech (IIT)	General Manager - IT	10,92,000.00	February 02, 2009	IBM 9 years
5.	**Mrs. Simple Kapoor** **Age:** 32 **Qualification:** M.Com M.B.A	General Manager – HR	3,91,440.00	September 14, 2007	Al Maha Foods International Pvt. Ltd. 4 years
6.	**Ms. Nidhi Agarwal** **Age:** 25 **Qualification:** B.Com. ACS	Company Secretary	1,80,000.00	July 01, 2010	Nil

Note: As on date, all the employees named above are on the payroll of the Company as permanent employees.

Changes in Key Managerial Personnel in last three years

Name	Date of Change	Reason for Change
Mr. Raja Singh Diwaker	February 02, 2009	Appointment
Ms. Bhawna Gupta	March 31, 2009	Resignation
Ms. Pallavi Yadav	April 01, 2009	Appointment
Mr. Vikas Kool	May 11, 2009	Appointment
Ms. Pallavi Yadav	October 25, 2009	Resignation
Mr. Ankit Gupta	November 11, 2009	Appointment
Mr. Ankit Gupta	May 10, 2010	Resignation
Ms. Nidhi Agarwal	July 1, 2010	Appointment
Mr. R.L.Bhatia	July 1, 2010	Appointment

Shareholding of the Key Managerial Personnel

None of Key Managerial Personnel holds any equity shares of the Company.

Relationship with Directors / Promoters of the company

None of the key managerial personnel are related to the promoters, directors of our Company and other key managerial personnel.

Bonus or Profit Sharing Plan for our Key Managerial Personnel

There are no profit sharing plans or schemes for our key managerial personnel. Company may in future implement Employee Stock Option Plans as may be approved by the members of the Company.

Loans to Key Managerial Personnel

There are no loans outstanding from our Key Managerial Personnel

Interest of Key Managerial Personnel

None of our Key Managerial Personnel have any interest in the Company except to the extent of remuneration and reimbursement of expenses.

Employee Stock Option Schemes

Till date, the Company has not introduced any Employees Stock Option Scheme/Employee Stock Purchase Scheme.

Payment or benefit to our Officers (non-salary related)

No other benefits or payments have been made to any officer of RML. At present, the Company does not intend to give any benefit or any payment to any of RML employees. Incentive Plans if any as may be required to be implemented shall be approved by the shareholders at that point of time. As far as payment to Directors is concerned, no benefits have been allowed except as per the terms of the contract for the services.

Shareholder's Agreement

We have not entered into any agreement with our shareholders.

PROMOTERS AND ITS BACKGROUND

Our Promoters

- Dr. B.S. Kushwah
- Dr.Suraj

Details of Promoter being an individual

1. Dr. B.S. Kushwah

Dr. B.S. Kushwah, **(53 years),** is a Bachelor of Dental Surgery from Dr. B.R. Ambedkar University. He is the Chairman & Managing Director of our company besides being the promoter of the Company. He started his career by joining the Indian Military and served therein from 1975 to 1985. Thereafter in 1986 he established Rama Dental Clinic at Kanpur, which by its vertical growth took the shape of Rama Dental College at Lakhanpur, Kanpur and currently functional under the umbrella of Rama Educational Society which presently runs the medical, dental, engineering and management colleges. Dr. B.S. Kushwah has over 25 years of experience in the healthcare related fields.

Identification Details

PAN	ACKPK1244L
Driving License Number	30923/90/D/C

2. Dr.Suraj

Dr. Suraj, (29 years) is a Bachelor of Dental Surgery from Dr. B.R. Ambedkar University, Agra. He is the co-promoter and Managing Director of Rama Medicares Limited. He started his career in 2002 in the company as a director and is presently responsible for overall management of the Company. He also controls and manages the affairs of different colleges established under Rama Educational Society and the companies operating under the "Rama Group". He is the Treasurer in Rama Educational Society.

Identification Details

PAN	ANRPS4271M
Passport No.	F1136835

We confirm that the Permanent Account Number, Bank Account Numbers, Passport Number of the promoters have been submitted to the Stock Exchanges at the time of filing of the Draft Red Herring Prospectus.

PROMOTER GROUP

Trust Managed by Promoters of the Company

- Rama Educational Society

The society was formed and registered on February 06, 1995 as "Royal Society of Educational Academy" with the Registrar of Society, Uttar Pradesh under The Societies Registration Act, 1860. Subsequently, the name of society was changed to "Rama Educational Society" effective from June 16, 2003. The society's registered office is situated at 117/K/137, Sarvodaya Nagar, Kanpur. The objective of the society is to spread education and provide healthcare & medical facilities.

Governing Body of Rama Educational Society comprises of

Sr. No.	Name	Designation
1.	Dr. B.S. Kushwah	President
2.	Mrs. Rama Kushwah	Secretary
3.	Dr.Suraj	Treasurer
4.	Mr. H. N. Singh	Member
5.	Mr. Ajayveer Singh	Member
6.	Mr. Anil Kumar	Member
7.	Dr. Anu Kushwah	Member

Brief Audited Financials

(Amount Rs. in Lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Corpus Fund	540.85	488.20	419.55
Reserves & Surplus	8284.07	5010.46	3076.86
Total Income	8369.96	6448.17	3203.69
Excess of Income over expenditure	2732.76	1933.60	1224.26

Our Group Companies

The Companies that are part of the Group Companies are as follows:

Sr. No.	Name of the Group Companies
1.	Aasma Creations Pvt. Ltd.
2.	Badal Foods & Beverages Pvt. Ltd.
3.	Maverick Edusolutions (India) Pvt. Ltd.
4.	Rama Agricultural Products Private Limited
5.	Rama Electronic Media & Communications Ltd.
6.	Rama Energies Limited
7.	RCS Global Limited
8.	Roudolph Pharmaceuticals Pvt. Limited
9.	S.V. Mega Structures Ltd.

The details of the Group Companies are as follows:

Aasma Creations Private Limited

Corporate Information

The Company was incorporated on May 04, 2006 as Aasma Creations Private Limited with the Registrar of Companies Uttar Pradesh & Uttaranchal, Kanpur. Its Corporate Identification Number is U18101UP2006PTC031758. The Company is engaged in the business of manufacturing of drapery, linen, apparels, dresses and equipment used in hospitals. Its registered office is situated at 117/K/137, Sarvodaya Nagar, Kanpur. The Company has been promoted by Dr. Suraj and Dr. Anu Kushwah

Capital Structure

Authorised Capital	Rs. In lacs
1,00,000 equity shares of Rs.10/- each	10.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr.Suraj	5,000	50.00
2.	Dr. Anu Kushwah	5,000	50.00
Total		10,000	100.00

Board of Directors

The board of directors of Aasma Creations Private Limited consists of:

Sr. No.	Name
1.	Dr.Suraj
2.	Dr. Anu Kushwah

Brief Audited Financials:

(Rs. in Lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	1.00	1.00	1.00
Share Application Money	3.39	1.14	1.14
Reserves & Surplus	0.84	0.23	Nil
Total Income	19.35	18.79	3.10
Profit After Tax	0.61	0.34	(0.11)
EPS (Rs.)	6.10	3.41	N.A.
NAV per Share (Rs.)	18.40	3.00	(2.70)

Note: The Company had negative networth in F.Y.2007-08

Aasma Creations Private Limited has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Badal Foods & Beverages Private Limited

Corporate Information

The Company was incorporated on May 13, 2004 as Badal Foods & Beverages Private Limited with the Registrar of Companies, Uttar Pradesh & Uttaranchal, Kanpur. Its Corporate Identification Number is U55203UP2004PTC028616. The Company is engaged in the business of running restaurant and providing catering services to hospitals, hostels and marriage parties. Its registered office is situated at 117/K/137, Sarvodaya Nagar, Kanpur. The Company has been promoted by Dr. Suraj.

Capital Structure

Authorised Capital	Rs. In lacs
25,000 equity shares of Rs.100/- each	25.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr.Suraj	500	50.00
2.	Mr. Sachin Kushwah	500	50.00
Total		1000	100.00

Board of Directors

The board of directors of Badal Foods & Beverages Private Limited consists of:

Sr. No.	Name
1.	Dr.Suraj
2.	Sachin Kushwah
3.	Dr. Anu Kushwah

Brief Audited Financials:

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	1.00	1.00	1.00
Share Application Money	0.15	0.15	0.15
Reserves & Surplus	3.29	4.34	4.27
Total Income	Nil	2.04	33.75
Profit After Tax	(0.87)	0.07	0.67
EPS (Rs.)	N.A.	6.92	6.75
NAV per Share (Rs.)	429.16	534.00	514.00

Badal Foods & Beverages Private Limited has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Maverick Edusolutions (India) Private Limited

Corporate Information

The Company was incorporated on March 23, 2006 as Maverick Infosolutions (India) Private Limited with the Registrar of Companies, Uttar Pradesh & Uttaranchal, Kanpur. Its Corporate Identification Number is U72200UP2006PTC031525. On September 28 2009, the Company resolved in its Annual General Meeting to change the name from Maverick Infosolutions (India) Private Limited to Maverick Edusolutions (India) Private Limited and pursuant to this resolution the Registrar of Companies issued a fresh certificate of incorporation dated October 21, 2009. The Company is engaged in the business of computer education. Its registered office is situated at 2A/ Azad Nagar, Kanpur, Uttar Pradesh. The promoters of company are Dr. Suraj and Mrs. Rama Kushwah.

Capital Structure

Authorised Capital	Rs. In lacs
5,00,000 equity shares of Rs.10/- each	50.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr.Suraj	10,000	5.56
2.	Mr. Deepak Kumar Singh	10,000	5.56
3.	Dr. Anu Kushwah	20,000	11.11
4.	Mrs. Rama Kushwah	1,40,000	77.77
TOTAL		**1,80,000**	**100.00**

Board of Directors

The board of directors of Maverick Edusolutions (India) Private Limited consists of:

Sr. No.	Name
1.	Dr.Suraj
2.	Mr. D.K. Singh
3.	Dr. Anu Kushwah

Brief Audited Financials:

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	18.00	18.00	18.00
Reserves & Surplus	6.52	6.12	6.03
Total Income	140.49	116.33	128.66
Profit After Tax	0.40	0.09	4.62
EPS (Rs.)	0.22	0.05	2.57
NAV per Share (Rs.)	13.53	13.21	13.07

Maverick Edusolutions (India) Private Limited has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Rama Agricultural Products Private Limited

Corporate Information

The Company was incorporated on April 16, 2008 as Rama Agricultural Products Private Limited with the Registrar of Companies, Uttar Pradesh & Uttaranchal, Kanpur. Its Corporate Identification Number is U01403UP2008PTC035008. The main object of Company is to carry out the cultivating, processing and storing of agricultural products. Its registered office is situated at 117/K/137, Sarvodaya Nagar, Kanpur, Uttar Pradesh. Presently, the Company has not yet commenced its operations. The Company is promoted by Dr. Suraj and Dr. Anu Kushwah

Capital Structure

Authorised Capital	Rs. In lacs
1,00,000 equity shares of Rs.10/- each	10.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr.Suraj	5,000	50.00
2.	Dr. Anu Kushwah	5,000	50.00
TOTAL		10,000	100.00

Board of Directors

The board of directors of Rama Agricultural Products Private Limited consists of:

Sr. No.	Name
1.	Dr.Suraj
2.	Dr. Anu Kushwah

Brief Audited Financials:

(Rs. in lacs)

Particulars	For the year ended	
	March 31, 2010	March 31, 2009
Equity Share Capital	1.00	1.00
Reserves & Surplus	Nil	Nil
Total Income	Nil	Nil
Profit After Tax	Nil	Nil
EPS (Rs.)	Nil	Nil
NAV per share (Rs.)	3.53	5.12

Rama Agricultural Products Private Limited has not made any capital issue since its incorporation.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Rama Electronic Media and Communications Limited

Corporate Information

The Company was incorporated on September 14, 2006 as Rama Electronic Media and Communications Limited with the Registrar of Companies Delhi and Haryana. Its Corporate Identification Number is U22300DL2006PLC153666. The Company is engaged in the media related activities. Its registered office is situated at 37, Street – 14, Pratap Nagar, Mayur Vihar Phase – I, New Delhi – 110091. The promoters of the Company are Dr. B.S. Kushwah and Dr. Suraj.

Capital Structure

Authorised Capital	Rs. In lacs
10,00,000 equity shares of Rs.10 / - each	100.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr. B.S. Kushwah	10,000	20.00
2.	Dr.Suraj	10,000	20.00
3.	Mrs. Rama Kushwah	7,500	15.00
4.	Dr. Anu Kushwah	7,500	15.00
5.	B.S. Kushwah – HUF	7,500	15.00
6.	Mr. A.K.Dubey	4,000	8.00
7.	Mr. A.B.Pandey	3,500	7.00
TOTAL		**50,000**	**100.00**

Board of Directors

The board of directors of Rama Electronic Media and Communications Limited consists of:

Sr. No.	Name
1.	Dr. B.S. Kushwah
2.	Dr.Suraj
3.	Mrs. Rama Kushwah
4.	Dr. Anu Kushwah

Brief Audited Financials

(Rs. in lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	5.00	5.00	5.00
Share Application Money	0.35	0.35	Nil
Reserves & Surplus	1.73	Nil	Nil
Total Income	159.79	Nil	Nil
Profit After Tax	1.73	Nil	Nil
EPS (Rs.)	3.47	Nil	Nil
NAV per Share (Rs.)	5.18	(0.34)	4.98

Note: The Company had negative networth for F.Y.2008-09

Rama Electronic Media and Communications Limited has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Rama Energies Limited

Corporate Information

The Company was incorporated on January 09, 2008 as Rama Energies Limited with the Registrar of Companies, Uttar Pradesh and Uttaranchal, Kanpur. Its Corporate Identification Number is U74900UP2008PLC034438. The main object of the Company is to generate and deal in electric power by establishing power plants. Its registered office is situated at 117/K/137 Sarvodaya Nagar, Kanpur. Presently, the Company has not commenced operation. The promoters of the Company are Dr. B.S. Kushwah and Dr. Suraj.

Capital Structure

Authorised Capital	Rs. In lacs
10,00,000 equity shares of Rs.10/- each	100.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr. B.S. Kushwah	10,000	20.00
2.	Dr.Suraj	10,000	20.00
3.	Mrs. Rama Kushwah	10,000	20.00
4.	Dr. Anu Kushwah	10,000	20.00
5.	Mr. Manohar Lal Chaturvedi	3,400	6.80
6.	Mr. A.K.Dubey	3,300	6.60
7.	Mr. Ashok Srivastava	3,300	6.60
TOTAL		**50,000**	**100.00**

Board of Directors

The board of directors of Rama Energies Limited consists of:

Sr. No.	Name
1.	Dr. B.S. Kushwah
2.	Dr.Suraj
3.	Mrs. Rama Kushwah
4.	Dr. Anu Kushwah

Brief Audited Financials

(Amount Rs. in lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	5.00	5.00	5.00
Reserves & Surplus	Nil	Nil	Nil

Total Income	Nil	Nil	Nil
Profit After Tax	Nil	Nil	Nil
EPS (Rs.)	Nil	Nil	Nil
NAV per Share (Rs.)	2.97	3.12	6.34

Rama Energies Limited has not made any capital issue since its incorporation.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

RCS Global Limited

Corporate Information

The Company was incorporated on January 08, 2008 as RCS Global Limited with the Registrar of Companies, Delhi and Haryana. Its Registration No. is 172396 and Corporate Identification Number is U72200DL2008PLC172396. The Company is engaged in the field of consultancy services. Its registered office is situated at 37, Street – 14, Pratap Nagar, Mayur Vihar Phase – I, New Delhi – 110091. The promoters of the Company are Dr. B.S. Kushwah and Dr. Suraj.

Capital Structure

Authorised Capital	Rs. In lacs
10,00,000 equity shares of Rs.10/- each	100.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr. B. S. Kushwah	55,000	29.73
2.	Dr.Suraj	55,000	29.73
3.	Ms.Anu Kushwah	55,000	29.73
4.	B.S. Kushwah – HUF	9,900	5.35
5.	Mr. Aashok Srivastava	9,900	5.35
6.	Mr. Manish Tyagi	100	0.05
7.	Mr. Rahul Agarwal	100	0.05
TOTAL		**1,85,000**	**100.00**

Board of Directors

The board of directors of RCS Global Limited consists of:

Sr. No.	Name
1.	Dr. B.S. Kushwah
2.	Dr.Suraj
3.	Dr. Anu Kushwah

Brief Audited Financials

(Rs. in lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	18.50	18.50	18.50
Share Application Money	33.50	33.50	Nil
Reserves & Surplus	20.94	10.58	1.03
Total Income	287.79	131.07	8.27
Profit After Tax	10.36	9.78	1.03
EPS (Rs.)	5.60	5.16	0.56
NAV per Share (Rs.)	20.60	14.75	4.43

RCS Global Limited has not made any capital issue since incorporation.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Roudolph Pharmaceuticals Private Limited

Corporate Information

The Company was incorporated on January 07, 1999 as Roudolph Pharmaceuticals Private Limited with the Registrar of Companies, Uttar Pradesh & Uttaranchal. Subsequently the name was changed to "Roudolph Pharmaceuticals Limited" vide fresh certificate of incorporation dated June 28, 2006. Its Corporate Identification Number is U24232UP1999PTC024112.. The Company is engaged in the business to supply drugs and pharmaceuticals, medical and surgical equipment. Its registered office is situated at 117/K/137, Sarvodaya Nagar, Kanpur 208005. The promoters of the Company are Dr. B.S. Kushwah and Mrs. Rama Kushwah.

Capital Structure

Authorised Capital	Rs. In lacs
5,00,000 equity shares of Rs.10/- each	50.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr. B. S. Kushwah	36,750	24.50
2.	Mrs. Rama Kushwah	39,000	26.00
3.	Dr.Suraj	27,750	18.50
4.	Mr. B. S. Kushwah-HUF	5,400	3.60
5.	Mr. A.K. Dubey	2,805	1.87
6.	Ms. Shobha Nair	2,805	1.87
7.	Mr. J.P Mauraya	2,805	1.87
8.	Mr. Shailedra Singh Chauhan	2,805	1.87
9.	Mr. Ajai veer Singh	2,700	1.80
10.	Mr. Pradeep Singh Rajput	2,700	1.80
11.	Mr. Ashok Srivastava	2,700	1.80
.12	Mr. Ajai Singh	2,700	1.80

13.	Mr. S.B. Srivastava	2,700	1.80
14.	Mr. Pushpendra Singh	2,700	1.80
15.	Mr. Shayam Agnihotri	2,700	1.80
16.	Mr. Sachin Saxena	2,700	1.80
17.	Mr. Pramod Singh	2,700	1.80
18.	Mr. Santosh Singh	2,700	1.80
19.	Mr. Hari Nath Singh	2,550	1.70
20.	Mr. Jai Prakash Dixit	150	0.10
21.	Mr. Hari Nath Mahrotra	150	0.10
22.	Mr. Kripa Shanker Dixit	15	0.01
23.	Mr. Alok Dixit	15	0.01
TOTAL		**1,50,000**	**100.00**

Board of Directors

The board of directors of Roudolph Pharmaceuticals Limited consists of:

Sr. No.	Name
1.	Dr. B.S. Kushwah
2.	Mrs. Rama Kushwah
3.	Mr. H.N.Singh
4.	Dr. Suraj

Brief Audited Financials

(Amount Rs. in Lacs)

Particulars	**For the year ended**		
	March 31, 2010	**March 31, 2009**	**March 31, 2008**
Equity Share Capital	15.00	15.00	15.00
Share Application Money	1.75	1.75	Nil
Reserves & Surplus	3.31	2.82	2.81
Total Income	23.91	4.75	120.86
Profit After Tax	0.32	0.001	2.74
EPS (Rs.)	0.21	Nil	1.83
NAV per Share (Rs.)	(2.05)	2.97	11.88

Note: The Company has negative networth for F.Y. 2009-2010

Roudolph Pharmaceuticals Limited has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

S.V. Mega Structures Ltd.

Corporate Information

S.V.Megastruture Limited, the Company, was registered with Registrar of Companies, Uttar Pradesh & Uttranchal, Kanpur as "S.V.Builders Pvt. Limited" and incorporated on 07/01/1999. The name of the

Company was subsequently changed to "S.V. Builders Limited" on 11/05/2006 and then to "S.V. Mega Structures Ltd." on 01/02/2007. Its Corporate Identification Number is U70101UP1999PLC024114/NCH-1048. The Company is engaged into construction business. Its registered office is situated at 5Q, Surya Kiran Apartment Sharda Nagar, Kanpur – 208 02. The promoters of the Company are Dr. B.S. Kushwah and Dr. Suraj.

Capital Structure

Authorised Capital	Rs. In lacs
2,00,00,000 equity shares of Rs.10/- each	2000.00

Shareholding pattern

Sr. No.	Name of the shareholder	No. of equity shares	Shareholding (%)
1.	Dr.Suraj	77,29,270	59.40
2.	Dr. Anu Kushwah	41,57,928	31.95
3.	ABM Constructions Pvt Ltd.	4,19,900	3.23
4.	Rudolf Pharmaceuticals Pvt. Ltd.	3,31,500	2.55
5.	Dr. B.S. Kushwah	2,54,150	1.95
6.	Maverick Edusolutions (India) Pvt. Ltd.	1,10,500	0.85
7.	Mr. Sachin Khushwa	3,978	0.03
8.	Mrs. Mamata Singh	3,757	0.03
9.	Mr. A.K. Dubey	225	0.001
10.	Mr. Ajay Srivastava	225	0.001
11.	Mr. Santosh Singh	225	0.001
12.	Mr. S.B. Srivastava	225	0.001
TOTAL		**1,30,11,883**	**100.00**

Board of Directors

The board of directors of S.V. Mega Structures Ltd. consists of:

Sr. No.	Name
1.	Dr.Suraj
2.	Dr. Anu Kushwah
3.	Mr. Ajai Srivasatava
4.	Mr. M.L.Chaturvedi
5.	Mr. A.K. Dubey

Brief Audited Financials

(Amount Rs. in lacs)

Particulars	For the year ended		
	March 31, 2010	March 31, 2009	March 31, 2008
Equity Share Capital	1301.18	1000.91	588.77
Reserves & Surplus	415.02	349.96	415.19
Total Income	6075.82	5839.78	5543.67
Profit After Tax	365.33	346.91	316.41
EPS (Rs.)	2.81	3.47	3.75
NAV per Share (Rs.)	13.81	13.50	17.05

S.V. Mega Structures Ltd. has not made any capital issue during last three years.

The Company has not become a sick company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 or is under winding up.

Interest of Promoters and Common Pursuits

All the Promoters who are on the Board of Company may be deemed to be interested to the extent of the sitting fees and other remuneration for the services rendered and the reimbursement of expenses, if any, payable to them under the articles. The Promoters may also be deemed to be interested to the extent of the shares, if any, held by them or by the relatives or by firms or companies of which any of them is a partner and a director / member respectively.

Dr. B.S. Kushwah, one of the promoters of the Company is interested to the extent of rent received by him towards the leased properties. Our promoters have controlling stake in S.V. Mega Structures Ltd., a group company that has been engaged for construction of cancer and cardiac hospital. For further details of the said group company please refer section titled "Promoter Group" beginning on page no.90

Except as mentioned above our promoters do not have any other interest in the business of the company

Defunct Promoter Group Companies

There are no defunct Promoter Group companies.

Business interest amongst group companies/entities

We do not have any business interest in any of our group companies / entities except to the extent that we run and manage a total of 250 bed taken on license basis at the hospital in Lakhanpur and Mandhana belonging to Rama Educational Society.

Payment or benefit to Promoters of the Issuer Company

Other than the salary and remuneration of the Promoter Directors, dividend, if any declared by the Company on shares held by them, there are no payment or benefit to promoters of the Company.

Company/firm from which the promoters have disassociated themselves during preceding three years

Our promoters have not disassociated with any of our group companies during the preceding three years.

Related Party Transactions as per Financial Statements

For the details of related party transactions please refer to page no. 116 of this Draft Red Herring Prospectus.

DIVIDEND POLICY

We have not paid any dividend so far. The declaration and payment of any dividends in the future will be recommended by the Board of Directors, at its discretion, and will depend on a number of factors, including the Company's earnings, positive cash flows from operations, capital requirements and overall financial condition. In addition, the Company's ability to declare and pay dividends may be restricted by the terms of its financing agreements executed if any with the lenders. Issuer is committed to building and developing the business of the Company. Accordingly, it may propose to reinvest any profits generated and not pay dividends, following this issue. The Issuer cannot assure that any future dividends will be declared or paid or that the amount thereof will not be decreased from the previously declared dividends, if any.

PART II

SECTION – IV FINANCIAL STATEMENTS

AUDITORS' REPORT

The Board of Directors,
Rama Medicares Limited
117/K-137, Sarvodaya Nagar,
Kanpur.

Dear Sirs,

We have examined the following financial information of Rama Medicares Limited ("the Company") as attached to this report stamped and initialed by us for identification and as approved by the Board of Directors which has been prepared in accordance with Paragraph B-1 of Part II of Schedule II of the Companies Act, 1956 ("the Act") and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2009, as amended (the "Regulations") issued by the Securities and Exchange board of India ("SEBI") as amended from time to time in pursuance of Section 30 of the Securities and Exchange Board of India Act, 1992 and in accordance with the terms of reference received from the company vide their letter dated 9th August 2010, requesting us to carry out the work, proposed to be included in the Draft Red Herring Prospectus of the Company in connection with its proposed Initial Public Issue.

Annexure 1	:	Statement of Assets and Liabilities, restated as at 31st March 2010, 31st March 2009, 31st March 2008, 31st March 2007, 31st March 2006.
Annexure 2	:	Statement of Profit and Loss, restated for the year ended 31st March 2010, 31st March 2009, 31st March 2008, 31st March 2007, 31st March 2006.
Annexure 3	:	Statement of Cash Flows, restated for the year ended 31st March 2010, 31st March 2009, 31st March 2008, 31st March 2007, 31st March 2006.
Annexure 4	:	Significant Accounting Policies
Annexure 5	:	Notes on restated accounts
Annexure 6	:	Statement of rate of Dividend
Annexure 7	:	Statement of other income
Annexure 8	:	Statement of Accounting Ratios.
Annexure 9	:	Capitalization Statement.
Annexure 10	:	Statement showing Age-wise analysis of Sundry Debtors.
Annexure 11	:	Statement of Loans & Advances
Annexure 12	:	Statement of Investment
Annexure 13	:	Statement of Secured Loans
Annexure 14	:	Tax Shelter Statement
Annexure 15	:	Statement of related party transactions.

Based on examination of the above statements with the respective audited financial statements and on the basis of information and explanations given to us, we report as under:

The Statements referred to as Annexure 1 to 15 read with the respective Significant Accounting Policies and read together the notes thereon and after making such adjustments, regroupings and disclosers as were, in our opinion, appropriate and required have been prepared out of audited financial statements for the years.

We further state that:

a. There are no incorrect accounting practices or failures to make provisions or other adjustments to restated accounts which resulted in audit qualifications for which adjustment/rectification was required (except as stated in Note 9 of Annexure 5);

b. There are no amounts relating to previous years that need adjustments in the respective financial years to which they relate (except as stated in Note 9 of Annexure 5);

c. There has been no change in accounting policy in the profits or losses of the reported years;

d. There has been no incorrect accounting policy.

Based on the above we are of the opinion that the restated financial statements have been made in accordance with the SEBI Regulations, after incorporating all the adjustments suggested in the said regulations.

This report is intended solely for use for your information and for inclusion in the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus in connection with the Proposed Initial Public Issue of Equity Shares of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

For M/s SAP Associates
Chartered Accountants
Sd/-
A.P. Singh
(Proprietor)
Membership Number: 77142
Firm Regn No. 08161C

Place: Kanpur

Date: September 15, 2010

Annexure - 1

Statement of Assets & Liabilities, restated

(Rs. in lakhs)

	Particulars	As at 31.03.10	As at 31.03.09	As at 31.03.08	As at 31.03.07	As at 31.03.06
A.	**Fixed Assets**					
	Gross block	3482.72	2016.60	1387.25	740.25	630.64
	Less: Depreciation	467.31	354.05	248.50	179.45	138.57
	Net Block	3015.41	1662.55	1138.75	560.80	492.07
	Less: Revaluation Reserve	-	-	-	-	-
	Net Block after adjustment for Revaluation Reserve	**3015.41**	**1662.55**	**1138.75**	**560.80**	**492.07**
B.	**Investments**	-	-	-	-	-
C.	**Current Assets, Loans and Advances**					
	Inventories	897.82	1193.74	702.94	-	-
	Sundry Debtors	508.42	143.08	106.33	92.42	156.14
	Cash and Bank Balances	59.35	13.07	12.66	35.33	11.91
	Loans and Advances	427.77	655.26	933.64	739.34	356.56
		1893.36	**2005.15**	**1755.57**	**867.09**	**524.61**
D.	**Liabilities and Provisions:**					
	Secured Loans	1639.32	1213.16	944.08	127.43	1.86
	Current Liabilities and Provisions	688.36	372.37	444.14	138.77	125.51
	Deferred Tax Liabilities	82.64	86.48	79.79	62.28	55.61
		2410.32	**1672.01**	**1468.01**	**328.48**	**182.98**
E.	**Net Worth (A)+(B)+(C)-(D)**	**2498.45**	**1995.69**	**1426.31**	**1099.41**	**833.70**
F.	**Represented by**					
	Share Capital	1565.14	1565.14	1248.87	1003.59	727.36
	Reserves	933.31	430.55	177.44	95.82	106.34
	Less Revaluation Reserve	-	-	-	-	-
	Reserves(Net of Revaluation Reserves)	933.31	430.55	177.44	95.82	106.34
	Net Worth	**2498.45**	**1995.69**	**1426.31**	**1099.41**	**833.70**

Annexure - 2

Statement of Profits & Losses, restated

(Rs. in lakhs)

Particulars	2009-10	2008-09	2007-08	2006-07	2005-06
Income					
Income from Hospital Operations	3684.75	2085.38	888.01	569.31	337.40
Sales of Medicines	3443.78	4180.32	600.59	-	-
Income from Operations	**7123.53**	**6265.70**	**1488.60**	**569.31**	**337.40**
Other Income	58.78	86.34	151.76	50.97	24.48
Increase (Decrease) in Inventories	(295.92)	490.80	702.94	-	-
Total Income	**6891.39**	**6842.84**	**2343.30**	**620.28**	**361.88**
Expenditure					
Purchases	2837.67	4091.06	1190.30	-	-
Staff Costs	249.64	358.06	256.27	152.07	24.17
Hospital Expenses	2354.65	1078.98	244.01	181.27	66.24
Administration Expenses	396.63	390.52	220.95	48.20	48.24
Depreciation	113.25	105.55	69.05	40.88	39.36
Finance Charges	202.63	174.69	62.68	7.75	0.33
Total Expenditure	**6154.47**	**6198.86**	**2043.26**	**430.17**	**178.34**
Net Profit before tax and Extraordinary items	**736.92**	**643.98**	**300.04**	**190.11**	**183.54**
Taxation					
Current tax	238.00	209.46	87.08	72.18	72.41
Fringe Benefit Tax	-	3.45	0.55	0.55	-
Deferred tax	(3.84)	6.69	17.51	6.67	(0.28)
Net Profit before Extraordinary Items	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**
Extraordinary items	-	-	-	-	-
Net Profit after Extraordinary Items	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**
Add: Profits Brought forward from previous year	**430.55**	**177.44**	**95.82**	**106.34**	**167.05**
Profit available for appropriation	**933.31**	**601.82**	**290.72**	**217.05**	**278.46**
Less: Appropriation					
Utilized for issue of bonus share	**-**	171.27	113.28	121.23	172.12
Net Profit Carried forward to Balance Sheet	**933.31**	**430.55**	**177.44**	**95.82**	**106.34**

Annexure - 3

Statement of Cash Flows, restated

(Rs . in lakhs)

Particulars	2009-10	2008-09	2007-08	2006-07	2005-06
(A) Cash Flows from Operating Activities:					
Net Profit before Taxation	736.92	643.98	300.04	190.11	183.54
Adjustments for:					
Depreciation	113.25	105.55	69.05	40.88	39.36
Interest Income	(46.81)	(79.45)	(151.57)	(50.97)	(24.00)
Preliminary expenses Written off	-	-	-	-	0.02
Profit on sale of investment	-	-	-	-	(0.46)
Interest Paid	202.63	174.69	62.68	7.75	0.33
Operating Profit before Working Capital Changes	**1,005.99**	**844.77**	**280.20**	**187.77**	**198.79**
Change in Trade and Other Receivables	(365.34)	(36.75)	(13.91)	63.72	(156.14)
Change in Inventories	295.92	(490.80)	(702.94)	-	-
Change in Other Current Assets	227.49	278.38	(194.30)	(382.78)	(225.58)
Change in Current Liabilities	124.46	(250.31)	284.82	30.75	37.47
Income-taxes paid	(46.46)	(34.37)	(67.08)	(90.22)	(30.52)
Net Cash Flow from Operating Activities	**1,242.06**	**310.92**	**(413.21)**	**(190.76)**	**(175.98)**
(B) Cash Flow from Investing Activities:					
Change in Fixed Assets	(1,466.12)	(629.35)	(647.00)	(109.61)	(128.10)
Investments Sold / (Purchased)	-	-	-	-	0.51
Net Cash Flow used in Investing Activities	**(1,466.12)**	**(629.35)**	**(647.00)**	**(109.61)**	**(127.59)**
(C) Cash Flows from Financing Activities					
Changes in Borrowings	426.16	269.08	816.65	125.57	(1.39)
Proceeds from Issuance of Capital	-	145.00	132.00	155.00	211.00
Interest Income	46.81	79.45	151.57	50.97	24.00
Interest Paid	(202.63)	(174.69)	(62.68)	(7.75)	(0.33)
Net Cash Flow from Financing Activities	**270.34**	**318.84**	**1,037.54**	**323.79**	**233.28**
Net increase in cash and cash equivalents	46.28	0.41	(22.67)	23.42	(70.29)
Cash and Cash Equivalents at the beginning	13.07	12.66	35.33	11.91	82.20
Cash and Cash Equivalents at the end of the year	59.35	13.07	12.66	35.33	11.91

Annexure – 4

SIGNIFICANT ACCOUNTING POLICIES

1. Basis of preparation of Financial Statements

The financial statements have been prepared under the historical cost convention on accrual basis in accordance with the generally accepted accounting principles in India and the provision of the Companies Act, 1956.

2. Use of Estimate

The preparation of financial statements requires estimates and assumptions to be made that effect the reported amount of assets and liabilities on the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Difference between the actual results and estimates are recognized in the period in which the results are known / materialised.

3. Revenue Recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the company and the revenue can be reliably measured.

(i) Sale of goods
Revenue is recognised when the significant risks and rewards of ownership of the goods have passed to the buyer. Sales revenue is net of sales return, discounts and rebates.

(ii) Sale of Services
Revenue is recognised on accrual basis.

(iii) Interest
Revenue is recognised on a time proportion basis taking into account the amount outstanding and the rate applicable.

4. Fixed Assets
Fixed Assets are stated at cost less accumulated depreciation and impairment loss, if any. The cost of an asset comprises of purchase price and any directly attributable cost of bringing the assets to its present condition for intended use

5. Depreciation
Depreciation is provided as per Straight line method at the rate and in the manner prescribed in schedule XIV of the Companies Act, 1956.

6. Inventories
Inventories are measured at lower of cost or net realizable value. Stores, Spares parts and packing materials are valued at cost.

7. Investment:
Current Investments are measured at the lower of cost or market value. Long Term Investments are measured at Cost.

8. Employee Retirement Benefits

(i) Company's contribution to Provident Fund and other Funds for the year is accounted on accrual basis and charged to the Profit & Loss Account.

(ii) Liability for leave encashment benefits has been provided on accrual basis.

(iii) Retirement benefits in the form of Gratuity are considered as defined benefit obligations and are accounted on accrual basis on the basis of the valuation carried out as the date of balance sheet.

9. Borrowing Costs:

Borrowing cost which are directly attributable to the acquisition/construction of Qualifying Assets are capitalized as part of the cost of such assets. A qualifying assets is one that necessarily takes substantial period of time to get ready for intended use. All other borrowing costs are charged to revenue.

10. Earning per share

Basic EPS is computed using the weighted average number of equity shares outstanding during the year. Diluted EPS is computed using the weighted average number of equity and diluted equity equivalent shares outstanding during the year except where the results would be anti-dilutive.

11. Current tax, Fringe benefit tax and Deferred tax:

(i) Provision for current tax and fringe benefit tax are made after taking into consideration benefits admissible under the provision of the Income Tax Act, 1961.

(ii) Deferred tax resulting from timing difference between the book and taxable profit is accounted for using the tax rates and laws that have been enacted or substantively enacted as on the balance sheet date.

12. Leases:

Assets acquired under leases where a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Lease rentals are charged to Profit & Loss account on accrual basis.

Assets leased out under operating leases are capitalized. Rental income is recognized on accruals basis over the lease term.

13. Intangible Assets

In compliance with Accounting Standard 26 issued by The Institute of Chartered Accountants of India, intangible assets are charged to Profit & Loss as incurred.

14. Impairment of Assets

The company assesses at each balance sheet date whether there is any indication that an assets may be impaired. If any such indication exists, the company estimates the recoverable amount of the assets. If such recoverable amount of the assets or the recoverable amount of the cash generating unit to which the asset belong is less than its carrying amount, the carrying amount is reduced to its recoverable amount. If at the balance sheet date there is an indication that if a previously assessed impairment loss no longer exists, the recoverable amount is reassessed and the asset is reflected at the recoverable amount subject to a maximum of depreciated historical cost.

15. Provision, Contingent Liabilities and contingent assets

Provision involving substantial degree of estimation in measurement is recognized when there is a present obligation as a result of past events and it is probable that there will be an outflow of resources. Contingent liabilities are not recognized but are disclosed in the notes. Contingent assets are neither recognized nor disclosed in the financial statements.

Annexure - 5

Significant notes on restated Profit & Loss and Assets and Liabilities

1. The Disclosure as required by the Accounting Standard -18 (Related Party Disclosure) are given in the Annexure 15 of the Restated Financial Statement.

2. The calculation of Earning Per Share (EPS) has been made in accordance with Accounting Standard (AS) 20 issued by the ICAI. A statement on calculation of Basic and Diluted EPS is given in Annexure 8 of the Restated Financial Statement.

3. Details of Deferred Tax assets and liabilities:
In view of the Accounting Standard 22 issued by Institute of Chartered Accountants of India, the significant component and classification of deferred tax liability/asset on account of timing difference comprises of the following:

(Rs. in lakhs)

Particulars	**31.03.10**	**31.03.09**	**31.03.08**	**31.03.07**	**31.03.06**
On account of difference in book and Tax depreciation	82.64	86.48	79.79	62.28	55.61
Deferred Tax Assets	-	-	-	-	-
Net Deferred Tax Liabilities	82.64	86.48	79.79	62.28	55.61

4. In the opinion of the Board, sundry debtors, loans and advances and other current assets are approximately of the value stated if realized in the ordinary course of business. The provisions for all known liabilities is adequate and not in excess of the amount reasonably necessary.

5. Contingent Liabilities

The company has given corporate guarantee to bankers for the credit facility i.e. Term loan of Rs. 19,500.00 lakhs taken by M/s Rama Educational Society.

6. Segment Reporting

The Company is engaged in the business of Healthcare. All activities of the company mainly around this business i.e. income from hospital operations and sale of medicines to the patient and all the incomes are domestic income. As per the ASI 20 dated 14th February 2004, issued by the ICAI on AS 17, Segment reporting clarifies that in case, by applying the definition of "business segment" and "geographical segment" given in AS 17, it is concluded that there is neither more than one business segment nor more than one geographical segment, segment information as per AS 17 is not required to be disclosed.

7. No provision for gratuity for the above reported periods is made as no employee is in continuous services of 5 years

8. As at the Balance Sheet date, the Company did not have any dues outstanding to small scale industrial undertakings exceeding Rs. 1 lakh in aggregate for a period of 30 days.

9. Material Adjustments :

(i) Depreciation:

Prior period Depreciation of Rs. 12.90 lakhs related to FY 2006-07 has been debited in FY 2007-08, while preparing restated account it has been adjusted to the financial year it relate i.e. FY 2006-07.

(ii) Deferred Tax:

Prior period deferred tax provision of Rs. 4.35 lakhs related to FY 2006-07 occurred in FY 2007-08, while preparing restated account it has been adjusted to the financial year it relate i.e. FY 2006-07.

(iii) Income Tax Provisions:

A. Prior period Income Tax Provision of Rs. 10.34 lakhs related to FY 2005-06 paid in FY 2006-07, while preparing restated accounts the same amount has been adjusted to the financial year it related i.e. FY 2005-06.
B. Prior period Income Tax Provision of Rs. 3.99 lakhs related to period on before 01.04.2005 and Rs. 6.17 lakhs related to FY 2006-07 were paid in FY 2007-08, while preparing restated accounts the respective amount has been adjusted to the financial years it relate.
C. Prior period Income Tax Provision of Rs. 1.50 lakhs related to period on before 01.04.2005 and Rs. 5.38 lakhs related to FY 2007-08 were paid in FY 2008-09, while preparing restated accounts the respective amount has been adjusted to the financial years it relate.
D. Prior period Income Tax Provision of Rs. 2.86 lakhs related to FY 2008-09 were paid in FY 2009-10, while preparing restated accounts the same amount has been adjusted to the financial year it relate i.e. FY 2008-09.

Impact on profits/(losses) due to restatement and other material adjustments made to the audited financial statement:

(i) Comparison of Audited profits / (losses) after Tax and Restated Profits / (Losses) after Tax:

(Rs. in lakhs)

Particulars	31.03.2010	31.03.2009	31.03.2008	31.03.2007	31.03.2006
Reported profit / (loss) after tax as per audited P&L A/c	502.76	427.24	195.93	134.13	121.75
Depreciation	-	-	-	(12.90)	-
Deferred Tax	-	-	4.35	(4.35)	-
Income Tax Provision		(2.86)	(5.38)	(6.17)	(10.34)
Total Impact of Adjustments	-	(2.86)	(1.03)	(23.42)	(10.34)
Restated Profit	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**

Annexure 6

Statement of Dividend

Company has not declared any dividend during the reported period.

Annexure 7

Statement of Other Income

(Rs. in lakhs)

Particulars	Nature	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Interest & Commission	Recurring	46.81	79.45	151.57	50.97	24.00
Misc Income	Non - Recurring	11.97	6.89	0.19		0.02
Profit on sale of Assets	Non-Recurring	-	-	-	-	0.46
Total		**58.78**	**86.34**	**151.76**	**50.97**	**24.48**

Annexure – 8

Statement of Accounting Ratio

(Rs. in lakhs)

Ratios Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Profit / (Loss) after Tax, Restated	502.76	424.38	194.90	110.71	111.41
Net Worth,	2498.45	1995.69	1426.31	1099.41	833.70
Basic & Diluted E.P.S. (Rs.)	3.31	3.07	1.49	0.93	1.19
Return on Net Worth (For Equity Shareholders) (%)	20.12%	21.26%	13.66%	10.07%	13.36%
Net Asset Value per Share (Rs.)	15.96	13.17	11.90	10.95	11.46
Weighted average number of equity shares outstanding during the year used for computing Basic EPS	15193086	13822252	13056419	11848086	9397252
Total number of shares outstanding at the end of year	15651419	15151419	11988741	10035866	7273600

The ratios have been computed as below:

I. Earnings per share (Rs.): Net profit attributable to equity shareholders***/***weighted average number of equity shares outstanding as at the end of the year.

II. Return on Net Worth (%): Net profit after tax***/***Net worth as at the end of the year.

III. Net Asset Value (Rs.): Net worth at the end of the year***/***Number of equity Shares outstanding at the end of the year.

IV. Net Profit, as appearing in the statement of restated profits and losses, has been considered for the purpose of computing the above ratios.

Annexure – 9

Statement of Capitalization:

(Rs. in lakhs)

Particulars	Pre-Issue As on 31.03. 2010	Post – Issue
Shareholders fund:		
Share Capital	1565.14	[•]
Reserve & Surplus	933.31	[•]
Total Shareholders fund	**2498.45**	[•]
Debt:		
Long Term Debt	878.47	-

Particulars	Pre-Issue As on 31.03. 2010	Post – Issue
Short Term Debt	760.85	[•]
Total Debt	**1639.32**	**[•]**
Long Term Debt / Shareholders Fund	0.35	[•]
Total Debt / Shareholders Fund	0.66	[•]

1. Short Term Debt represents amount repayable within one year from 31.03.2010.
2. The figures disclosed above are based on the restated financial statement of the company as at March 31, 2010.
3. Information pertaining to post issue [•] can be ascertained only after completion of book building process.

Annexure 10

Details of Sundry Debtors

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Outstanding for more than six months					
Considered good	-	-	-	-	-
Considered doubtful	-	-	-	-	-
Outstanding for less than six months					
Considered good	508.42	143.08	106.33	92.42	156.14
Considered doubtful	-	-	-	-	-
Total	508.42	143.08	106.33	92.42	156.14

There are no amount receivable from promoters, promoter group, group companies, associate companies and directors of the company except as under:

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Rama Educational Society	471.52	142.48	106.33	10.68	112.77
Rudhoph Pharmaceutical Pvt. Ltd.	36.30	-	-	-	-
Total	507.82	142.48	106.33	10.68	112.77

Annexure 11

Details of Loans & Advances

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Advances recoverable in cash or in kind	205.41	438.74	724.44	582.60	354.87
Security Deposits	218.88	196.14	191.40	156.54	1.53
Advance against purchases	1.70	8.95	10.90	-	-
Miscellaneous Advances	1.78	11.43	6.90	0.20	0.16
Total	**427.77**	**655.26**	**933.64**	**739.34**	**356.56**

There are no amount receivable from promoters, promoter group, group companies, associate companies and directors of the company except as under:

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Rama Educational Society	172.41	415.70	724.44	582.60	354.87
Dr. B.S. Kushwah	164.45	164.45	164.45	155.00	-

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Rudolph Pharmaceuticals Pvt. Ltd.	-	11.54	-	-	-
RCS Global Ltd.	16.50	11.50	-	-	-
Total	**353.36**	**603.19**	**888.89**	**737.60**	**354.87**

Annexure – 12

Statement of Investment:

There are no investment by the company in the reporting period

Annexure – 13

Statement of Secured Loans

(A) Secured Loans

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
(i)Term Loan	773.75	417.34	387.82	126.62	Nil
(ii)Motor Vehicle Loan	104.97	35.66	4.32	0.81	1.86
(iii) Cash credit limit	760.60	760.16	551.94	-	-
Total	**1639.32**	**1213.16**	**944.08**	**127.43**	**1.86**

Terms of secured loans

SCHEDULE OF SECURED LOANS

(Rs. in Lakhs)

Name of the Lender	Sanction limit/ Outstanding Balance	Rate of Interest	Repayment Schedule	Details of Security
Term Loans from Banks :				
Bank of India	Rs. 500 lakhs / Outstanding balance as on 31.03.2010 is Rs. 386.16 lakhs)	BPLR + 0.50% i.e. 13.00% p.a.	7 years graded monthly installments started from June 30, 2010 till May 31, 2017)	**Principal: (**1) Hyp. Of Stocks & Book Debts (2) Hyp. Of Tangible movable furniture & fittings, Equipments etc. 3. Equitable Mortgage of Hospital Land & Building in the name of the company situated at Arazi No 100 and 101 , Village Chakbanka, Bilhaur , Kanpur **Collateral**: (1) Equitable mortgage of land in name of company situated at Arazi no. 415 & 416 Vill. Pargahi Bangar, Tehsil & Distt. Kanpur. (2) Extension of equitable mortgage of land & building situated at "Rama Tower" Geeta Nagar in name of Dr. B. S. Kushwah. (3) Equitable mortgage of land & building in name of Dr. Anu Kushwah situated at Plot no. 612 Vill. Khyora Bangar, Lakhanpur, Kanpur .
Bank of India	Rs. 450 lakhs / Outstanding balance as on 31.03.2010 is Rs. 387.59 lakhs)	BPLR + 0.50% i.e. 13.00% p.a.	84 monthly installments of Rs. 9.51 Lakh started from May 2008 till April	**Collateral**: (1) Equitable mortgage of land in name of company situated at Arazi no. 415 & 416 Vill. Pargahi Bangar, Tehsil & Distt. Kanpur. (2) Extension of equitable mortgage of land & building situated at "Rama Tower" Geeta Nagar in name of Dr. B. S. Kushwah.

Name of the Lender	Sanction limit/ Outstanding Balance	Rate of Interest	Repayment Schedule	Details of Security
			2015)	(3) Equitable mortgage of land & building in name of Dr. Anu Kushwah situated at Plot no. 612 Vill. Khyora Bangar, Lakhanpur, Kanpur .
Cash Credit Facilities:				
Bank of India	Rs. 783.49 lakhs Outstanding balance as on 31.03.2010 is Rs. 760.60 lakhs	BPLR + 0.50% i.e. 13.00% p.a.	Renewed Every year	**Collateral**: (1) Equitable mortgage of land in name of company situated at Arazi no. 415 & 416 Vill. Pargahi Bangar, Tehsil & Distt. Kanpur. (2) Extension of equitable mortgage of land & building situated at "Rama Tower" Geeta Nagar in name of Dr. B. S. Kushwah. (3) Equitable mortgage of land & building in name of Dr. Anu Kushwah situated at Plot no. 612 Vill. Khyora Bangar, Lakhanpur, Kanpur .
For the above credit facility i.e. Term loan & Cash credit, personal guarantee given by Dr. B. S. Kushwah, Dr. Suraj, Dr. Anu Kushwah, Smt.Rama Kushwah, and corporate guarantee given by S. V. Mega Structures Ltd.				
Hire Purchase Loans ;				
ICICI Bank - Car Loan	Rs. 35.60 lakhs Outstanding balance as on 31.03.2010 is Rs. 27.82 lakhs	16.24% p.a.	60 E.M.I. of Rs. 0.85 lakhs from 20.11.2008 till 05.10.2013	**Principal:** Hypothecation of Motor Car and personal guarantee of directors
ICICI Bank - Car Loan	Rs. 52.74 lakhs Outstanding balance as on 31.03.2010 is Rs. 44.18 lakhs	7.29 % p.a.	60 E.M.I. of Rs. 1.05 lakhs from 30.04.2009 till 29.03.2014	**Principal:** Hypothecation of Motor Car and personal guarantee of directors
ICICI Bank - Car Loan	Rs. 38.50 lakhs Outstanding balance as on 31.03.2010 is Rs. 32.72 lakhs	11.97 % p.a.	60 E.M.I. of Rs. 0.85 lakhs from 30.04.2009 till 29.03.2014	**Principal:** Hypothecation of Motor Car and personal guarantee of directors
ICICI Bank – Car Loan	Rs. 4.00 lakhs Outstanding balance as on 31.03.2010 Rs. 0.25 lakhs	2.84% p.a.	34 E.M.I. of Rs. 0.12 lakhs from 05.08.2007 till 04.06.2010	**Principal:** Hypothecation of Motor Car and personal guarantee of directors

Annexure – 14

Tax Shelter Statement

(Rs. in lakhs)

For the Period/Year ended	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Net Profit / (Loss) before Tax (as restated)	736.92	643.98	300.04	190.11	183.54
Tax rate - Normal	33.99%	33.99%	33.99%	33.66%	33.66%
Tax at Normal Tax Rates (A)	250.48	218.89	101.98	63.99	61.78
Adjustments:					
Permanent Difference (B)	-	-	-	-	-
Temporary Difference (C)					
Depreciation as per Books	113.25	105.55	69.05	40.88	39.36
Depreciation as per Income Tax	128.96	141.69	128.7	34.89	38.51
Total Timing Difference					
Net Adjustments (B+C)	15.71	36.14	59.65	(5.99)	(0.85)
Tax Saving thereon	5.34	12.28	20.28	(2.02)	(0.29)
Tax on Restated Income	245.14	206.61	81.70	66.01	62.07

Annexure - 15

Statement of Related Party Transactions

Information on Related Party Disclosures as per Accounting Standard 18 (AS-18) on Related Party Disclosures is given below:

Name of the Related Parties

Nature of relation	Name of Related Parties
Key Management personnel	Dr. B.S. Kushwah
	Dr. Suraj Singh
	Dr. Anu Kushwah
	Mrs. Rama Kushwah
Company / entity in which director has significant influence	Rama Educational Society
	S.V. Mega Structure Ltd.
	Rudolph Pharmaceuticals Pvt. Ltd.
	RCS Global Ltd.

(i) Transaction with key management personnel:

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Salaries/Remunerations:					
Dr. B.S. Kushwah	69.60	69.60	49.80	30.00	24.00
Dr. Suraj Singh	69.60	69.60	49.80	30.00	6.00
Dr. Anu Kushwah	21.00	21.00	21.00	21.00	-
Mrs. Rama Kushwah	24.00	24.00	24.00	24.00	6.00
Unsecured loans taken					
Dr. B.S. Kushwah	-	-	-	16.20	-
Dr. Suraj Singh	-	-	14.60	-	-
Repayment of Unsecured loans					
Dr. B.S. Kushwah	-	-	-	16.20	-

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
Dr. Suraj Singh	-	-	14.60	-	-
Payment of Interest					
Dr. B.S. Kushwah	-	-	-	1.33	-
Dr. Suraj Singh	-	-	0.44	-	-
Closing balance of unsecured loans					
Dr. B.S. Kushwah	-	-	-	-	-
Dr. Suraj Singh	-	-	-	-	-
Closing Balance of Security deposits					
Dr. Suraj Singh	-	-	-	-	25.00
Dr. B.S. Kushwah	164.45	164.45	164.45	155.00	-

(ii) Transactions with Companies/Entity in which directors have significant influence:

(Rs. in lakhs)

Particulars	31.03.10	31.03.09	31.03.08	31.03.07	31.03.06
(I) Rama Education Society					
Loans given by company	363.00	317.12	533.16	240.60	231.00
Interest due on the loan	46.61	79.36	80.95	50.97	24.00
Loan recovered	652.90	705.22	472.27	63.84	11.13
Closing Balance of the loans	172.41	415.70	724.44	582.60	354.87
Income : Equipment lease charges	158.30	158.84	158.84	153.94	150.07
Expenditure: Hospital charges paid	211.59	115.59	58.33	33.23	18.73
Sales	425.63	17.46	7.22	-	-
(II) S.V. Mega structure Ltd.					
Building Construction Exp. Paid	214.42	-	122.45	1.72	-
(III) Rudolph Pharmaceuticals Pvt. Ltd.					
Sales	36.30	-	-	-	-
Sundry Advances	-	11.54	-	-	-
(IV) RCS Global Ltd.					
Sundry Advances	16.50	11.50	-	-	-

CHANGES IN ACCOUNTING POLICIES IN THE LAST THREE YEARS

There has been no changes in accounting policies of the Company in last three years

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis of Financial Condition and Results of operations as Reflected in the Financial Statements

a. Overview of Business

We operate 100 bed facility at Lakhanpur, Kanpur and 150 bed facility at Mandhana, Kanpur belonging to Rama Educational Society which have been taken on license basis from them. We run on license to use basis some of the private, deluxe, semi deluxe, super deluxe rooms and A.C. General wards of the hospitals at Lakhanpur and Mandhana providing medical services like General Surgery, Orthopedic Surgery, Uro Surgery, Nephrology, Neurology, Pediatrics, Gynaecology, Obstetrics, etc. We have recently set up a multi specialty hospital in the name of Rama Satellite Hospital spread across in total area of 24,450 sq ft. having 150 beds capacity situated at Shivrajpur, Kanpur. In addition to this, We are proposing to set up a 300 beds cancer and cardiac super specialty hospital at Madhana, Kanpur.

b. Significant developments subsequent to the last financial year

The Directors confirm that there have been no events or circumstances since the date of the last financial statements as disclosed in the DRHP which materially or adversely affect or is likely to affect the income or profitability of our company, or the value of our assets, or our ability to pay liabilities within next twelve months except that the company has commenced operations of its owned 150 bed multi speciality hospital at Shivrajpur, Kanpur.

c. **Factors that may affect the result of operations**

Except as otherwise stated in this Offer Document, the Risk Factors given in this Offer Document and the following important factors could cause actual results to differ materially from the expectations include, among others:

- **General economic and business conditions;**

  As a company operating in India, we are affected by the general economic conditions in the country. The Indian economy has grown steadily over the past several years. The overall economic growth will therefore impact the results of its operations. The growth prospects of the business of the Company and its ability to implement the strategies will be influenced by macroeconomic growth.

- **Our ability to successfully implement its strategy and its growth and expansion plans;**

  Our growth plans are considerable and would put significant demands on our management team and other resources. Any delay in implementation of its strategy and its growth and expansion plans could impact the Company's roll out schedules and cause cost and time over runs.

- **Cyclical or seasonal fluctuations in the operating results;**

  There has been no Cyclical or seasonal fluctuations in the operating results of the Company which may affect the enduring financial performance at large.

- **Changes in laws and regulations that apply to the industry;**

  There are laws and regulations applicable to the industry in which we operate, which we have to comply/ follow. In case of a failure to comply with these laws and regulations or to obtain or renew the necessary permits and approvals our business may be affected.

- **Changes in fiscal, economic or political conditions in India;**

  External factors such as potential terrorist attacks, acts of war or geopolitical and social turmoil in many parts of the world could constrain our ability to do business, increase the costs and negatively affect our financial performance.

- **Social or civil unrest or hostilities with neighboring countries or acts of international terrorism;**

  Factors such as potential terrorist attacks, acts of war or geopolitical and social turmoil in many parts of the world could constrain our ability to do business, increase the costs and negatively affect our performance. These geopolitical, social and economic conditions could result in increased volatility in India and worldwide financial markets and economy, and such volatility could constrain our ability to do business.

d. Overview of Our Results of Operations

The following discussion of the financial condition and results of operations for financial year ending March 31, 2010, 2009, 2008, 2007 & 2006 respectively including the notes thereto and the reports thereon which appear in this Offer Document.

(Amount Rs. in lacs)

Particulars	March 31, 2010	March 31, 2009	March 31, 2008	March 31, 2007	March 31, 2006
Net Sales	7123.53	6265.70	1488.60	569.31	337.40
Other Income	58.78	86.34	151.76	50.97	24.48
Increase / Decrease in Inventories	(295.92)	490.80	702.94	-	-
Total Income	**6891.39**	**6842.84**	**2343.30**	**620.28**	**361.88**
Total expenses	**6154.47**	**6198.86**	**2043.26**	**430.17**	**178.34**
Total Expenses as a % of Total income	89.31	90.59	87.20	69.35	49.28
Depreciation	113.25	105.55	69.05	40.88	39.36
Depreciation as % of Total income	1.64	1.54	2.95	6.59	10.88
Finance Cost	202.63	174.69	62.68	7.75	0.33
Finance Cost as % of Net Sales	2.84	2.79	4.21	1.36	0.10
Profit / (loss) before Tax	**736.92**	**643.98**	**300.04**	**190.11**	**183.54**
Profit / (loss) before Tax as % of Total	10.69	9.41	12.80	30.65	50.72

Income					
Profit / (loss) after tax and extra ordinary items	**502.76**	**424.38**	**194.90**	**110.71**	**111.41**
Profit / (loss) after tax and extraordinary item as % of Total Income	7.30	6.20	8.32	17.85	30.79

Comparison of Recent Financial Years with Previous Financial Years

Financial performance of F.Y.2009-10 Vs F.Y. 2008-09

Net Sales: The income from operation comprises of revenue from Hospital and Sale of medicines. Revenue from Hospital increased to Rs. 3684.75 lakhs in fiscal 2010 as compared to Rs. 2085.38 lakhs in fiscal 2009 on account of an increase in the number of patients. To have a proper centralized control and to cater to the in-house patients, the retail pharmacy business of the company was realigned. This lead to a decrease in the Sale of medicines decreased to Rs. 3443.78 lakhs in fiscal 2010 as compared to Rs. 4180.32 lakhs in fiscal 2009 which is a drop of about 17.6% due to the closure of some of the retail pharmacy stores by the company.

Other income decreased to Rs. 58.78 lakhs in fiscal 2010 from Rs. 86.34 lakhs in fiscal 2009 due to decrease in interest income.

Total Expenditure: Total expenses for the year 2009-2010 was Rs. 6154.47 lacs as against Rs. 6198.86 lacs for the previous year. The break up of the total expenditure under some of the major heads is as given hereinunder :

Purchases: Purchases of medicines decreased to Rs. 2837.67 lakhs in fiscal 2010 from Rs. 4091.06 in fiscal 2009 because of decrease in sales of medicines due to closure of some of the retail pharmacy stores.

Staff Cost: Staff Costs also reduced to Rs. 249.64 lakhs in fiscal 2010 from Rs. 358.06 in fiscal 2009 on account of reduction in the number of retail pharmacy outlets.

Hospital Expenses: Hospital expenses increased to Rs. 2354.65 lakhs in fiscal 2010 from Rs. 1078.98 lakhs in fiscal 2009 on account of increase in number of patients.

Administrative & Selling Expenses: The administrative & selling expenses were Rs. 396.63 lakhs in fiscal 2010 as compared to Rs 390.52 lakhs which is more or less at same level.

Depreciation: Depreciation provided on Fixed assets has increased by Rs. 7.70 lacs as compared to the previous year. Though there has been additions in Fixed assets to the tune of Rs. 1485.81 lacs, the depreciation provision has not increased significantly. This is due to the fact that the major addition in fixed assets is towards building (Rs.857.61 lacs) which has not been put to use till 31/03/2010 and hence no depreciation has been provided on the same. Further the total fixed assets also include Project WIP to the tune of Rs. 805.73 lacs towards which no depreciation has been provided.

Interest and financial charges: The interest and financial charges in the company has increased from Rs. 174.69 lacs in 2008-09 to Rs. 202.63 lacs in 2009-10. This increase of 16% is due to the additional term loan availed by the company towards Shivrajpur Hospital.

Profit After Tax: Profit After Tax for the year 2009-10 was Rs. 502.76 lacs as compared to Rs. 424.38 lacs in the year 2008-09. As a percentage of net sales, the profit after tax has increased to 7.30% as compared to

6.20% in the previous year. This was due to the increase in the level of income during the year under review.

Secured Loans: The outstanding balance in the secured has increased from Rs. 1213.16 lacs in 2008-09 to Rs. 1639.32 in the financial year ended 2009-10. The increase was mainly on account of additional term loan availed by the company towards Shivrajpur Hospital and a fresh car loan taken.

Fixed Assets : The gross block of Fixed assets for the financial year 2009-10 was Rs. 3482.72 lacs as compared to Rs. 2016.60 lacs for the financial year 2008-09. The increase in net gross block of fixed assets to the tune of Rs. 1466.12 lacs, is mainly towards addition in the hospital building at Shivrajpur to the tune of Rs. 857.61 lacs and capital work in progress to the extent of Rs. 320.13 lacs. There have been other small additions in the fixed assets on account of additions in plant and machinery, vehicles and furniture and fixtures.

Inventories: The level of inventory as on 31/03/2010 was Rs. 897.82 lacs as compared to Rs. 1193.74 lacs as on 31/03/2009. This decrease of over 24% was due to the closure of some of the retail outlets of the company.

Financial performance of F.Y.2008-09 Vs F.Y. 2007-08

Net Sales: Revenue from Hospital increased to Rs. 2085.38 lakhs during the financial year 2008-09 as compared to Rs. 888.01 lakhs in the previous year, which is an increase of over 134%. During the year 2008-09, the company opened retail outlets which lead to an increase in the trade sales of the company from Rs. 600.59 lacs to Rs. 4180.32 lacs an increase of over 6 times.

Other income decreased to Rs. 86.34 lakhs in fiscal 2009 from Rs. 151.76 lakhs in fiscal 2008 due to decrease in interest income

Total Expenditure: Total expenses for the year 2009-2010 was Rs. 6198.86 lacs as against Rs. 2043.26 lacs for the previous year. The break up of the total expenditure under some of the major heads is as given hereinunder :

Purchases: Purchases of medicines were increased to Rs. 4091.06 lakhs in fiscal 2009 from Rs. 1190.30 in fiscal 2008 on account of increase in sales of medicines at the retail outlets.

Staff Cost: Staff Costs were increased to Rs. 358.06 lakhs in fiscal 2009 as compared to Rs. 256.27 lakhs in fiscal 2008 on account of increase in operation and increase in no. of retail pharmacy outlets.

Hospital Expenses: Hospital expenses were increased to Rs. 1078.98 lakhs in fiscal 2009 from Rs. 244.01 lakhs in fiscal 2008 on account of increase in number of beds managed leading to an increase in patients.

Administrative & Selling Expenses: Our administrative & selling expenses were Rs. 390.52 lakhs in fiscal 2009 as compared to Rs 220.95 lakhs on account of increase in business operations of the company and expenses on retail outlets operated by the company.

Depreciation: There has been increase in the depreciation provided by the company from Rs. 69.05 lacs in 2007-08 to Rs. 105.55 lacs in 2008-09. This has been due to additions in fixed assets during the year under review to the extent of Rs. 629.92 lacs (out of the above Rs. 495.21 lacs was towards project WIP towards which no depreciation has been provided).

Interest and financial charges: The interest and financial charges in the company has increased from Rs. 62.68 lacs in 2007-08 to Rs. 174.69 lacs in 2008-09. This increase is due to the servicing of the fresh term loan and working capital loans availed by the company.

Profit After Tax: Profit After Tax for the year 2008-09 was Rs 424.38 lacs as compared to Rs. 194.90 lacs in the year 2007-08 showing a increase of over 200%. This has been due to the increase in the volume of business from the retail outlets and also to increase in hospital receipts.

Secured Loans: The outstanding balance in the secured loan has increased from Rs. 944.08 lacs in 2007-08 to Rs. 1213.16 lacs in the financial year ended 2008-09. The increase was mainly on account fresh term loan availed by the company for furniture and fixtures for the retail outlets and additional working capital facilities availed.

Fixed Assets : The gross block of Fixed assets for the financial year 2008-09 was Rs. 2016.60 lacs as compared to Rs. 1387.25 lacs for the financial year 2007-06. The increase in net gross block of fixed assets to the tune of Rs. 629.35 lacs, is towards addition in land, plant and machinery, vehicles, furniture and fixtures and computers. There has also been capital work in progress to the extent of Rs. 495.21 lacs towards setting up of Shivrajpur Hospital.

Inventories: There has been an increase of 70% in the level of inventory as on 31/03/2009 as compared to the previous year due to the increase in the trading turnover of the company.

Financial performance of F.Y.2007-08 Vs F.Y. 2006-07

Net Sales: During the year 2007-08, the Company came up with the concept of retail health stores and opened retail pharmacy outlets. The company acheived a total sales of Rs. 600.59 lacs through these outlets. Revenue from Hospital increased to Rs. 888.01 lakhs in FY 2007-08 as compared to Rs. 569.31 lakhs in FY 2006-07 on account of increase in number of beds due to the property of 150 beds taken on license basis on 26th June, 2007

Other income decreased to Rs. 151.76 lakhs in fiscal 2008 from Rs. 50.97 lakhs in fiscal 2007 mainly on account of increase in interest income.

Total Expenditure: Total expenses for the year 2007-08 was Rs. 2043.26 lacs as against Rs. 430.17 lacs for the year 2006-07. The break up of the total expenditure under some of the major heads is as given hereinunder :

Purchases: Purchases of medicines were Rs. 1190.30 lakhs during fiscal 2008 on account of start of retails pharmacy stores activity during this FY. There were no corresponding purchases in the previous year.

Staff Cost: Staff Costs were increased to Rs. 93.67 lakhs in FY 2007-08 as compared to Rs. 47.07 lakhs in FY 2006-07 on account of increase in operation and start of retail pharmacy stores.

Hospital Expenses: Hospital expenses were increased to Rs. 244.01 lakhs in FY 2007-08 from Rs. 149.95 lakhs in FY 2006-07 on account of increase in the number of patients.

Administrative & Selling Expenses: The administrative & selling expenses increased to Rs. 383.55 lakhs in FY 2007-08 as compared to Rs 48.20 lakhs in FY 2006-07 mainly on account of start of retail pharmacy stores activity wherein major expenses were relating to rental of retail stores and other related overheads.

Depreciation: There has been increase in the depreciation provided by the company from Rs. 69.05 lacs in 2007-08 to Rs. 105.55 lacs in 2008-09. This has been due to additions in fixed assets during the year under review to the extent of Rs.134.71 lacs on which depreciation has been provided for.

Interest and financial charges: The interest and financial charges in the company has increased to Rs. 62.68 lacs in 2007-08 from Rs. 7.75 lacs in 2006-07. This increase is due to availing of fresh term loan and additional working capital facilities from Bank of India.

Profit After Tax: Profit After Tax for the year 2007-08 was Rs 194.90 lacs as compared to Rs. 110.71 lacs in the year 2006-07 showing a increase of over 76%. This has been due to the increase in business due to opening of retail outlets and also due to increase in hospital receipts.

Secured Loans: The outstanding balance in the secured loan has increased from Rs. 127.43 lacs in 2006-07 to Rs. 944.08 lacs in 2007-08. The increase was mainly on account fresh term loan availed by the company and additional working capital facilities availed from Bank of India.

Fixed Assets : The gross block of Fixed assets for the financial year 2007-08 was Rs. 1387.25 lacs as compared to Rs. 740.25 lacs for the financial year 2006-07. The increase in gross block of fixed assets to the tune of Rs. 631.11 lacs, is mainly towards addition in the hospital equipments and towards furniture and fixtures for the retail outlets.

Inventories: There has been an inclusion of inventory in the assets of the company to the extent of Rs. 702.94 lacs. This has been warranted due to the opening of retail outlets during the period under review.

An analysis of reasons for the changes in significant items of income and expenditure is given hereunder:

1. **Unusual or infrequent events or transactions**

   There have been no events, other than as described in this Offer Document, which may be called "unusual" or "infrequent".

2. **Significant economic changes that materially affected or are likely to affect income from continuing operations**

   There are no significant economic changes that materially affect or are likely to affect income from continuing operations.

3. **Known trends or Uncertainties that have had or are expected to have a material adverse impact on sales, revenue or income from continuing operations**

   Other than as described in DRHP, there are no known trends or uncertainties that have or had or are expected to have a materially adverse impact on revenue or income of the Company from continuing operations. .

4. **Future changes in relationship between costs and revenues, in case of events such as future increase in labour or material costs or prices that will cause a material change are known**

Other than as described in this DRHP, there are no known factors, which will affect the future relationship between the costs and income, or which will have a material impact on the operations and finances of the Company.

5. **The extent to which material increases in net sales or revenue are due to increased sales volume, introduction of new products or services or increased sales prices**
Changes in revenues during the last 4 years are as explained in this section entitled "Management's Discussion and Analysis of Financial Condition & Results of Operations" beginning on page 118 of this DRHP.

6. Total turnover of each major industry segment in which the Company operated

The Company operates in only one Industry Segment and hence no break up is given.

7. **Status of any publicly announced new product**

The Company has commenced operations from its new owned multi specialty 150 bed hospital at Shivrajpur, Kanpur from April 2010.

8. **The extent to which the business is Seasonal**
Our business is not seasonal and no major cyclical trends are observed in this industry.

9. Dependence on single or few customers/suppliers
We are not dependent on any single or few suppliers or patients.

10. Competitive conditions

For details of competitive conditions please refer to Section titled, "Business Overview" on page no.60 of this DRHP

SECTION V - LEGAL AND REGULATORY INFORMATION

OUTSTANDING LITIGATIONS, MATERIAL DEVELOPMENTS AND OTHER DISCLOSURES

I. CONTINGENT LIABILITIES NOT PROVIDED FOR:

The contingent liabilities not provided for as on March 31, 2010 are as follows:

Particulars	F.Y. 2009-10 (Rs. in lacs)
Corporate Guarantee given for the credit facility taken by Rama Educational Society from Banks	19,500.00

II. OUTSTANDING LITIGATIONS INVOLVING RAMA MEDICARES LIMITED:

The Issuer Company certifies that except as stated herein there are no:

- Pending litigations against the company.
- Outstanding litigations, defaults etc pertaining to matter likely to affect operations and finances of the company including prosecution under the Companies Act 1956 (1 of 1956).
- Such cases of pending litigations, defaults etc in respect of Companies/firms/ventures with which the promoters were associated in the past but are no longer associated, and their names continue to be associated with particular litigation.
- Disciplinary action/ investigation has been taken by Securities and Exchange Board of India(SEBI)/ Stock Exchanges against the Company, its directors , promoters and their other business ventures (irrespective of the fact whether or not they fall under the purview of section 370(1B) of the Companies Act 1956.
- Cases against the Company or its Promoters of economic offences in which penalties were imposed on promoters.
- Pending litigation, disputes, defaults, non-payment of statutory dues, proceedings initiated for offences (including past cases and irrespective of whether specified in paragraph (i) of part 1 of Schedule XIII of the Companies Act, 1956) against the promoters and there business ventures.
- Pending litigations, defaults, nonpayment of Statutory dues, proceedings initiated for economic offences/civil offences, any disciplinary action taken by the Board /Stock Exchanges against the Company/Promoters and their business ventures/Directors other than those mentioned in this Prospectus and that no litigations have arisen and the Company and its Directors take full responsibility of the information mentioned in the Prospectus.

(I) CASES FILED AGAINST THE COMPANY

(I.a) CRIMINAL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Complaint in the Court of Metropolitan Magistrate, Patiala House, New Delhi	Food Inspector, & Directorate of PFA (Prevention of Food adulteration), Govt. of NCT (National Capital Teritory) of Delhi	A criminal complaint has been filed by Food Inspector, Directorate of PFA, Govt. of NCT of Delhi in the court of Metropolitan Magistrate, Patiala House, New Delhi alleging Food Adulteration against the Company. It is stated that, on 25.06.2008, a sample of Suji (Motta) was purchased for analysis from Shri Zafar Abbas, the Vendor of Rama Medicares Retail Store. The Food Inspector divided the Sample into three equal parts and Panchnama was also prepared at the spot. The Public Analyst analysed the Sample and found it to be adulterated as it was infested with large number of living insects. It was alleged that the three Directors of Rama Medicares Ltd. namely Sh. B.S. Kushwah, Smt. Rama Kushwah And Dr. Suraj were incharge of & responsible for the day to day conduct of the business of the Company and were liable for violation of provisions of PFA read with sec 2(ia),(a)(b)(f)and (m) of the PFA Act and also violation of 2(ix)(k) of PFA and rule 32(i) and rule36(2) of the PFA Rules which are punishable u/s 16(1A) of the PFA Act, 1954. In the said proceedings, on 22.01.2009 accused No. 2 to 5 were summoned for 19.03.2009, against which order the said Accused filed a criminal misc. petition u/s 482 Cr.P.C as separately mentioned below. Reply has been filed by all the Accused in these proceedings and the case is at the stage of evidence. The stay granted by Delhi High Court against the proceedings at the lower court (Patiala House) was vacated, the hearing of the case has resumed from 28.08.2010, and the next date fixed is 28.09.2010 for the arguments / cross examination. Dr. B.S Kushwah and others filed a criminal misc. petition u/s 482 Cr.P.C., numbering 818 of 2009, before Delhi High Court challenging the order dated 22.01.2009 as mentioned in the aforesaid case and also seeking

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			quashing of the said proceedings in the court of Metropolitan Magistrate, Patiala House, New Delhi. The Hon'ble High Court, Delhi has, vide order dated 18/04/2009, exempted the Directors from their personal appearance. The interim order dated 18/04/2009, exempting the Directors from personal appearance was made absolute on 25/01/2010 on the undertaking by the Petitioners' Counsel that if any notice was framed in the matter, the same would be responded to by the Petitioners through the Counsel. However, the application filed by the Directors of the Company for stay of the said proceedings in the court of Metropolitan Magistrate, Patiala House, New Delhi was dismissed. Petitioners have filed their rejoinder to the reply filed by the Directorate, inter alia, stating that the procedure specified for collection of samples was not followed by the Directorate. The Company had fully Air Conditioned stores. However 'Suji' is a product which can get insects within a period of week's time especially during the Monsoon Period. The said petition has been admitted and is to come up for hearing in due course.

(I.b) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Suit no. 157 of 2009 in the Court of District Judge, Delhi	Shri Suraj Bhan	The suit has been filed by one Shri Suraj Bhan against M/s Rama Medicares Ltd. in the Court of District Judge, Delhi. Shri Suraj Bhan ("Plaintiff") had executed a Lease Deed dated 13.10.2008 for an area of 700 sq. mtr. in favour of M/s Rama Medicares Limited ("Defendant"). The Defendant in accordance with Clause 7.1 of the Deed intimated its intention to terminate the said Deed by giving 3 months' prior notice.

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			The plaintiff on account of termination of the said lease deed by the Defendant is claiming the lease rental not paid by the defendant, amount spent on carrying out necessary improvement on the tenanted premises, interest etc. and is also claiming the possession of the premises. The Plaintiff has filed the said suit for recovery of an amount of Rs. 12,50,414 along with cost and penalty and interest @ 18% per annum from the date of filing of the suit till realization of the said amount. The last date of hearing in this matter was 31.08.2010. The next date of hearing is awaited.

(II) CASES FILED AGAINST THE PROMOTERS

(II.1) Dr. B.S. Kushwah

(II.1.a) CRIMINAL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Complaint in the Court of Metropolitan Magistrate, Patiala House, New Delhi	Food Inspector, & Directorate of PFA (Prevention of Food adulteration), Govt. of NCT of Delhi	A criminal complaint has been filed by Food Inspector, Directorate of PFA, Govt. of NCT of Delhi in the court of Metropolitan Magistrate, Patiala House, New Delhi alleging Food Adulteration against the Company & three directors of it. For details please read Cases filed against the Company on page No.126

(II.1.b) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	O.S. No. 501 of 1996 in the Court of ACJ, Senior Division, Kanpur Nagar	Kanpur Development Authority	The case has been filed by Dr. B. S. Kushwah (Chairman & Managing Director of the Company) against Kanpur Development Authority in the Court of ACJ, Senior Division, Kanpur Nagar. Kanpur Development Authority (K.D.A.) had executed a

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			sale deed dated 12-01-1996 in favour of Dr. B.S. Kushwah regarding premises No. 117/K/137, Sarvodaya Nagar, Kanpur Nagar, admeasuring 334.37 Sq. Mtrs. Dr. B.S. Kushwah approached for the regularization of the building and also for the sanctioning of the building plan. But K.D.A. did not sanction the building plan and further threatened to demolish the building. Hence Dr. B.S. Kushwah has filed O.S. No.501 of 1996, titled as Dr. B.S. Kushwah Vs K.D.A. In the said case Hon'ble Court has issued an interim injunction in favour of Dr. B.S. Kushwah on 18.03.1998. The matter is pending for hearing before Hon'ble Court and last date of hearing was 28.09.2009. Further date for hearing is on 18/09/2010

(II.2) Dr. Suraj

(II.2.a) CRIMINAL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Complaint in the Court of Metropolitan Magistrate, Patiala House, New Delhi	Food Inspector, & Directorate of PFA (Prevention of Food adulteration), Govt. of NCT of Delhi	A criminal complaint has been filed by Food Inspector, Directorate of PFA, Govt. of NCT of Delhi in the court of Metropolitan Magistrate, Patiala House, New Delhi alleging Food Adulteration against the Company & three directors of it. For details please read Cases filed against the Company on page No.126
Motor Accident Case			
2.	Case No 3655 of 1999 in the Court of Additional Chief Judicial Magistrate X Kaushambi ,	State of Uttar Pradesh on basis of FIR filed by Mr Ram Kishore Patel S/o Shiv	State has filed the said case against Dr. Suraj (Mg. Director of the Company) in the court of A.C.J.M. X, KAUSHAMBI, on the basis of an FIR filed by one Mr. Ram Kishore Patel S/o Shiv Mangal against Dr. Suraj for the death of his mother, Suraj Kali on 30-03-1999 by Ford Car No. UP78B 7022 u/s 279, 338, 304 A IPC,

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
	Uttar Pradesh	Mnagal	Police Station. Puramukti, Distt: Kaushambi. Hon'ble Court has granted bail to Dr. Suraj on 20-05-1999. No further date is fixed and the matter is not proceeding further as there is a stay by the High Court. The said appeal has been filed by Dr. Suraj (Managing Director of the Company) against Ram Kishore & Others in the High Court of Judicature at Allahabad. Ram Kishore had filed a claim petition No. 352 of 1999 u/s 166 and 140 of M.V. Act for Rs. 5.00 Lacs against Dr. Suraj for the death of the mother of the petitioner. The said petition was decided by the Tribunal on 06-03-2009 against Dr. Suraj holding that the amount of Rs.1,34,000/- to be recovered from the owner of the vehicle against which Dr.Suraj had filed the F.A.O.1443 of 2009 contending that at the relevant time, the vehicle was driven by Anil Kumar, having a valid driving license and not Dr. Suraj. Hon'ble High Court has passed a Stay Order on 05-05-2009 in the said matter holding that no recovery pursuant to impugned order dated 06.03.3009 shall be made from Dr. Suraj subject to his furnishing adequate security other than cash and bank guarantee to the satisfaction of the Tribunal to satisfy the entire award. It was left open to the Claimant-Respondent to recover the amount awarded from the Insurance Company (Respondent No. 3). Last date of hearing was 01.05.2009 and the next date of hearing is awaited.

(III) CASES FILED AGAINST THE DIRECTORS

(III.1) Smt. Rama Kushwah

(III.1.a) CRIMINAL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Complaint in the Court of Metropolitan Magistrate, Patiala House, New Delhi	Food Inspector, & Directorate of PFA (Prevention of Food adulteration), Govt. of NCT of Delhi	A criminal complaint has been filed by Food Inspector, Directorate of PFA, Govt. of NCT of Delhi in the court of Metropolitan Magistrate, Patiala House, New Delhi alleging Food Adulteration against the Company & three directors of it. For details please read Cases filed against the Company on page No.126

(III.2) Dr. Anu Kushwah

(III.2.a) CRIMINAL MATTERS

(Under Motor Vehicle Act)

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Petition C.P. No. 1072 of 2008 in the Court of ADJ Kanpur Nagar	Shri Dilip Singh Patel	The petition has been filed by one Shri Dilip Singh Patel against Dr. Anu Kushwah in the Court of ADJ Kanpur Nagar. Dilip Singh Patel has filed a claim petition for Rs. 20, 38,000/- u/s 166 and 140 of Motor Vehicles Act, 1988 against Dr. Anu Kushwah for an accident occurred on 13-07-2008 by Skoda Car No. UP 78 BH 1235. The said Skoda Car was insured with Bajaj Allianz General Insurance Co. Ltd. Dr. Anu Kushwah has filed her written statement on 23-04-2009 stating that the petitioner was himself responsible for the accident due to his fast and careless driving of the motorcycle and that at the time of the accident the car was being driven by Jitender Singh S/o Hari Mohan Singh Yadav, r/o Singhpur, Kachaar, Kanpur Nagar and the driver had a legal and valid driving license who has not been impleaded in the claim petition. Further, the vehicle being insured with Bajaj Allianz General Insurance Co. Ltd., under Policy No. being

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			OG08-1302-1801-00003113 which was valid from 03.11.2007 to 02.11.2008, if at all anyone is responsible for the payment, it is the Insurance Company. The last date of hearing in this matter was 23.08.2010. The next date of hearing is awaited.

(IV) CASES FILED AGAINST THE GROUP ENTITIES

(IV.1) M/s S.V. Megastructures

(IV.1.a) CRIMINAL MATTERS
(under Motor Vehicle Act)

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	MACT No. 42 of 2008 in the Court of Special Judge SC/ST, Kanpur Nagar	Mrs. Savita Devi & Others	The case has been filed by one Mrs. Savita Devi & Ors. Against M/s S. V. Builders Ltd. (Now known as M/s S.V. Mega Structures Ltd.) in the Court of ADJ, Kanpur Nagar. Ram Dhani Manjhi, S/o Ram Khilawan Manjhi R/o Sultanpur, Post: Makhanpur, Distt: Nawada, died on 04-09-2007 in a road accident. He was working as Raj Mistri with Vipin Kumar, the Contractor of M/s S. V. Builders Ltd (Now known as M/s S.V. Mega Structures Ltd.). Smt. Savita Devi, Ram Khilawan and Sonwanti Devi have filed a claim petition seeking a claim of Rs. 8, 30,000/- for the death of Ram Dhani Manjhi. In the reply filed by the Company it is stated that the deceased died due to his own negligence. He fell off from the tractor in which he was riding. The tractor has seating space only for the driver and anybody else sitting in/on the tractor does so at his/her own risk. Matter is pending before the Hon'ble Court and the last date of hearing in this matter was 23.08.2010.The next date of hearing is awaited.
2.	C.P. No. 82 of 2009 in the Court of	Km. Naseem Bano & Others	The petition has been filed by one Km. Naseem Bano & Ors. Against M/s S. V. Builders Ltd. in the Court of ADJ,

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
	Special Judge SC/ST, Kanpur Nagar		Kanpur Nagar. Km. Naseem Bano and Others have filed a claim petition for Rs. 8,57,000/- u/s 166 of M.V. Act 1988 against M/s S.V. Builders Pvt. Ltd. (Now known as M/s S.V. Mega Structures Ltd.) for the death of Imam Buksh on 23-12-2008 by Tractor No. UP 78 AT 6696. The Hon'ble Court has issued summons to M/s S.V. Builders and matter was fixed for Written Statement / issues on 09-10-2009. The last date of hearing in this matter was 23.08.2010. The next date of hearing is awaited.

(IV.2) Rama Medical College

(IV.2.a) CRIMINAL MATTERS
(Under the Motor Vehicle Act)

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	C.P. No. 348 of 2008 in the Court Special Court of SC/ST, Kanpur Nagar	Mrs. Savitri Devi & Others	The Claim petition has been filed by one Mrs. Savitri Devi & Ors. against M/s Rama Medical College in the Court of ADJ, Kanpur Nagar, for Rs. 20, 50,000/- u/s 166 and 140 of the Motor Vehicles Act, 1988 for the death of Shri Krishan on 30th Nov, 2009 at 1.30 in the night, by CNG Bus (chasis No.425277 BSZ 005501 Engine No. 6B 59CNG NA 74557068). The petition was sought to be amended which has been allowed on 04/05/2009 whereafter the matter has been fixed for Written Statement on 27.08.2009. The Company has sought copy of the amended petition which has not yet been provided by the Petitioner. However, the said CNG Bus is insured with Bajaj Allianz General Insurance Co. Ltd. And therefore, the liability if any, is that of the Insurance Company. The last date of hearing in this matter was 23.08.2010. The next date of hearing is awaited.

(IV.3) Rama Dental College

(IV.3.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	C.M.W.P. No. 21451 of 2009 in the High Court of Judicature at Allahabad	Harmanpreet Singh & Others	The petition has been filed by Harmanpreet Singh & Ors. against State of U. P. & Rama Dental College in the High Court of Judicature at Allahabad Harmanpreet Singh & Others were students of Rama Dental College-Hospital & Research Centre, Kanpur. They were admitted in the session 2003-04 in the BDS Course. They have filed the Writ Petition(W.P.) on the basis of Govt. order dated 15-07-2003 and 13-10-2005 issued by the Govt. of U.P. They also prayed for issue of writ, order or direction to the respondents to issue internship completion certificate, attempt certificate, and to return all their original documents. And also prayed for direction to the respondents to refund/adjust the excess payment as well as security money deposited by the petitioners with the respondents No. 2 and 3 i.e. Director, Rama Dental College and Principal, Rama Dental College, with 18% interest and payment of stipend for internship period of 1 year. The said W.P. was allowed in favour of the Petitioners vide order dated 06.05.2010 and the College was directed to refund the excess fee paid by the students . Rama Dental College filed Special Appeals numbering 827/2010 and 882/2010 respectively against the said order by High Court of Judicature at Allahabad regarding Case no. 21451 of 2009 The Division Bench comprising of Hon'ble Chief Justice Ferdino Inacio Rebello and Hon'ble Mr. Justice A.P.Sahi, vide order dated 05.07.2010 stayed the impugned directions given by the Single Judge except for the directions for determination of the fee for the year 03-04. The Appeals are to be listed after the State Govt. makes a decision on the basis of recommendation of the Committee The Parents Association have filed an appeal numbering 740 of 2010 filed on 11.08.2010 challenging the judgment and order dated 06.05.2010 passed by Hon'ble Single Judge in W.P. No, 3432 of 2006 partly allowing the said

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			W.P. to the extent that it sets aside the order dated 14.02.2006 of the screen committee and provides that the committee constituted under G.O. dated 27.06.2008 may examine the proposal in respect of 2003-04 batch of the BDS, in case it is submitted by the Respondent college. The Association has prayed for dismissal of the W.P. No. 3432 of 2006 filed by the Respondent college to be dismissed in toto with costs throughout. The appeal was last heard on 13.08.2010. The next date of hearing is awaited.
2.	Writ Petition No. 20787 of 1998 in the High court of Judicature at Allahabad	Kum. Upma Singh	The said W.P. is filed by Km. Upma Singh against Director General, Health & Training & Others before the Hon'ble High Court of Judicature at Allahabad seeking directions to Respondents no 1 to 4 to give her admission in the B.D.S. course for the year 1997 in Rama Dental College Hospital & Research Centre, Kanpur (shown as Respondent No. 4). The Petitioner appeared in C.P.M.T examination for the year 1997 and deposited a fee of Rs. 100. Allotment slip for free/merit seat in B.D.S. Course was given to the petitioner but she was not given admission for the same.
3.	Compliant No. 614 of 2009 in the District Consumer forum, Kanpur	Dr. Abhishek Kumar Singh	The complaint has been filed by Dr. Abhishek Kumar Singh against Rama Dental College in the District Consumer Forum, Kanpur u/s 12 of the Consumer Protection Act 1988 for a claim of Rs. 1,93,000/- with the allegation that the opposite parties have not returned his refundable security deposit of Rs. 1.00 lac and compulsory rotatory Internship of Rs. 36,000/- and 60,000/- for other heads. The next date of hearing in this matter is 20.11.2010.
4.	Civil suit No 417/2006 in the Court of Civil Judge I (CD) Kanpur Dehat	S M Manufacturers & Traders, partnership firms, through partner Arun Kumar Dixit	The suit was filed by S M Manufacturers and Traders, Partnership Firm, through partner Arun Kumar Dixit against Rama Dental College Hospital and Research Center, in the Court of Civil Judge I (CD) Kanpur Dehat seeking a permanent injunction against the Society and its officials against any forceful possession of the property situated 153, Village – Behlalpur, Tehsil – Billor, Dist. – Kanpur. It has been alleged that the property in question was wrongly sold by a former Partner without proper authority.

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			This suit was filed on 9-10-2006 and an application under Order 39 under Rule 1 and 2 for a temporary injunction for the same purpose till the disposal of the suit was also filed. The Hon'ble Court has granted the stay against the College and the Society is in the process of filing an application for getting the stay vacated.

(IV.3.b) LABOUR LAW MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Case no. 26/2003 before the Labor Court	Mr. Ravi	The case has been filed by one Mr. Ravi against Rama Dental College, Kanpur in the Labour Court on 05.03.2003 alleging that he was terminated from his services by the defendant. The version of the management is that Mr. Ravi was appointed as Cook in the Hostel Mess of Students by the Management on 01.04.1996. His work was very important, as all the students who were studying in the college and residing in the hostel, were dependent on him for the food. But from 07.11.2002, he stopped coming on his duty. He had neither given any application for leave nor had he informed the management about his absence from his duties. Both the management and the students suffered highly by his absence. Then the management decided to appoint another person as cook. Thus, the management had never terminated him from his services, he had stopped coming on his duty himself. The case is still pending for the final decision of the court. The next date of hearing is awaited.
2.	Case no. 26/2004 before the Labor Court	Shri Subodh Kumar Tripathi	The case has been filed by one Shri Subodh Kumar Tripathi against Rama Dental College, Kanpur in the Labour Court on 26.03.2004 alleging that he was terminated from his services by the defendant. The version of the management is that Subodh Kumar Tripathi was appointed as Purchase Officer in the Purchase Department by the Management on 04.06.2002. In the initial few months, his work was satisfactory for which he was awarded promotion and he was promoted as Manager-Purchase. Later on, he had made serious

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			mistakes and the management found dereliction in his duties for which the management had asked for his written explanation which was never submitted by him. Lastly, the Plaintiff took leave from 17.10.2003 to 05.11.2003, after which he had never resumed his duties. Thus, the management had never terminated him from his services and he had stopped coming on his duty himself. The case is still pending for the final decision of the court. The next date of hearing is awaited.
3.	Case no 82/2005 before The Labor Court	Shri Sanjay Kumar Rai	The case has been filed by one Shri Sanjay Kumar Rai against Rama Dental College, Kanpur in the Labour Court on 04.05.2005 alleging that he was terminated from his services by the defendant. The version of the management is that Shri Sanjay Kumar Rai was appointed as Security Guard by the Management on 30.09.2004. His work was very important as the responsibility of security was given to him. But he was found very irresponsible. Many times he was found asleep during his night shifts. He was often absent from his post. He had been warned many times but no changes were seen in his attitude. So, the management asked him for his resignation which he refused to give. Instead, he filed the case in the labour court The case is still pending for the final decision of the court. The next date of hearing is awaited.
4.	Case No. 70/2009 New No. before The Labor Court	Shri Mewalal	The case has been filed by one Shri Mewalal against Rama Dental College, Kanpur in the Labour Court on 30.03.2009 alleging that he was terminated from his services by the defendant. The version of the management is that Shri Mewalal was appointed as Driver by the Management on 16.12.2004. On 30.11.2007, he killed four persons by a new college bus during his duty time under the influence of liquour. He had not taken any permission from his manager to use that bus which was new and not yet registered with R.T.O. In this serious accident, the college bus was highly damaged and seized by the local Police. After this

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			accident, he ran away from the place to save himself from the Police, as he was drunk. After a few days, he surrendered himself in the Court and got bail. After that incident he never approached the management, as he thought that the management would recover the money spent on the damages of the bus and other court and Police expenses from him. Thus, the management had never terminated him from his services and he had stopped coming on his duty himself. The case is still pending for the final decision of the court. The next date of hearing is awaited.
5.	Case No 325/2009 before The Conciliation Committee	Shri Sanjay Singh	The case has been filed by one Shri Sanjay Singh against Rama Dental College, Kanpur before the Conciliation Committee alleging that the Defendant had dismissed him from his job on 21.07.09 without giving him any prior notice and a chance of being heard. The version of the management is that Shri Sanjay Singh was appointed as Security Guard by the Management on 06.09.06. On 14.07.2009 he beat up one Sweeper as a consequence of which he was suspended for a week from 14.07.2009 to 21.07.2009. Further he was also given a warning not to repeat such act lest he should be dismissed by the management. However, the management had never dismissed him and he had stopped coming on his duty himself. The case is still pending for the final decision of the Court. The next date of hearing is awaited.
6.	Case No 285/2009 before the Conciliation Committee	Shri Ramesh Shukla	The case has been filed by one Shri Ramesh Shukla against Rama Dental College, Kanpur before the Conciliation Committee alleging that the Defendant had dismissed him from his job on 07.03.09 without giving him any prior notice and a chance of being heard. The Company has filed a Written Statement to the effect that Shri Ramesh Shukla was appointed as Hostel Warden by the Management on 01.09.08. The management had given him a satisfactory appraisal certificate on the basis of his services for six months on 04.03.09 only to help him get another job whereas his

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			probation period was extended due to non-satisfactory performance and the services of the person were terminated during the extended probationary period as per terms and conditions of the Letter of Appointment dated 01/09/2008. Thus, nothing illegal and unjustified had been done by the management. It was further submitted that it was not obligatory on the part of the Company to make payment for the period 08/03/2009 to 31/03/2009, as the applicant was not entitled for any wages during the said period. It was further submitted that during the probationary period, the Company was within its rights to dispense with the services of the applicant without assigning any reason or giving any opportunity of being heard for the charges / misconduct, if any. It was further submitted that it was a case of discharge simplicitor and no charge of misconduct was made out against him. The next date of hearing is awaited.
7.	Case No. 370/2009 before The Conciliation Committee	Shri Rakesh Kumar Tiwari	The case had been filed by one Shri Rakesh Kumar Tiwari against Rama Dental College, Kanpur before the Conciliation Committee. Shri Rakesh Kumar Tiwari has joined the Company again with effect from 05.03.2010 and has filed the application for withdrawal of the case from the Conciliation Committee
8.	Case No. 369/2009 before The Conciliation Committee	Shri Pawan Kumar	The case has been filed by one Shri Pawan Kumar against Rama Dental College, Kanpur before the Conciliation Committee Shri Pawan Kumar has joined the Company again with effect from 05.03.2010 and has filed the application for withdrawal of the case from the Conciliation Committee.
9.	Case No. 352/2009 before the Conciliation Committee	Shri Kanhiya Lal	The case has been filed by one Shri Kanahiya Lal against Rama Dental College, Kanpur before the Conciliation Committee alleging that he was dismissed by an oral order of Mr. Vikas Bhatia (Security Officer) from his Job on 09.09.09 without giving him any prior notice and a chance of being heard even though there was not a single charge sheet/notice against him. He has filed the

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			application for withdrawal of the case from the Conciliation Committee.
10.	Case no 151/2010 before the Conciliation Committee	Sanjay Kumar Tiwari	The case has been filed by one Mr. Sanjay Kumar Tiwari against Rama Medical College Hospital & Research Centre, G.T.Road, Mandhana, Kanpur alleging that he has been working as driver supervisor with the hospital and his services have been terminated with effect from 01-04-10 without any prior notice. He received two letters dated 01-04-10 and 21-04-10 through post from which he was surprised to know that he had been transferred to M/s Rama Dental College at Lakhanpur, Kanpur whereas he had never received any such transfer orders. However, he sent reply to the abovesaid letters through his lawyer Sh. S.K. Tiwari vide letter dated 34-04-10 through registered post against which he has not received any reply from the defendant. It is further alleged that his services had been terminated unauthorizedly and in an improper manner and his dues etc. have not been paid to him. He has therefore prayed that termination of his services wef from 1-04-10 be declared illegal and improper and he be reinstated on the job with his back wages etc. The Conciliation Committee had issued notice to the Hospital fixing date of hearing as 28.07.2010. The matter is being represented by the society and the next date of hearing is awaited.
11.	Case No. 206 of 2010 before the conciliation Committee	Mr. Indrajeet Singh	The case has been filed by one Mr. Indrajeet Singh against Rama Medical College Hospital & Research Centre, G.T.Road, Mandhana, Kanpur alleging that he has been working as security guard with the hospital and his services have been terminated with effect from 16-04-10 without any prior notice. It is further alleged that his services had been terminated unauthorizedly and in an improper manner and his dues etc. have not been paid to him. He has therefore prayed that termination of his services w.e.f from 16-04-10 be declared illegal and improper and he be reinstated on the job with his back wages etc.

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			The Conciliation Committee had issued notice to the Hospital fixing date of hearing as 26.08.2010. The matter is being represented by the hospital and the next date of hearing is awaited. The Hospital is in the process of settling the case.

(IV.4) RAMA EDUCATIONAL SOCIETY

(IV.4.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1	842/2007 before the Consumer District Redressal Forum, Kanpur Nagar	Rajat Satija	The complaint has been filed on 22.09.2007 by one Mr. Rajat Satija against Royal Society of Educational Academy (now known as Rama Educational Society) & Ors. for refund of Rs. 7,20,000/- which he allegedly deposited as fees for 4 years of BDS Course since the college had wrongly suspended him on 16.02.2004. The college had suspended him due to the reason that he was arrested by the police in NDPS (Narcotic Drugs & Psychographic Substances) Case and the suspension was to last till the final order of the Court. The Complainant has alleged that it was the duty of the Dental College to get him medically examined at the time of admission and since the College did not do so, there was a deficiency in service ont their part. Further the Complainant has not been convicted by any court of law on the charge sheet filed by the police. The Complainant has also sought interest @12% p.a. and Rs. 10 Lacs as damages. The matter is fixed for 23.09.2010 for filing of written statement by the Society.
2.	Appeal No. 740 of 2010	Parents Association	The Parents Association have filed an appeal numbering 740 of 2010 filed on 11.08.2010 challenging the judgement and order dated 06.05.2010 passed by Hon'ble Single Judge in W.P. No, 3432 of 2006 partly allowing the said W.P. to the extent that it sets aside the order dated 14.02.2006 of the screen committee and provides that the

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			committee constituted under G.O. dated 27.06.2008 may examine the proposal in respect of 2003-04 batch of the BDS, in case it is submitted by the Respondent college. The Association has prayed for dismissal of the W.P. No. 3432 of 2006 filed by the Respondent college to be dismissed in to with costs throughout. The appeal was last heard on 13.08.2010. The next date of hearing is awaited.
3.	W.P. No. 43458 of 2009 in the High Court of Judicature at Allahabad	State of Uttar Pradesh & Others	The petition has been filed by Rama Educational Society against State of U.P. & Ors. in the High Court of Judicature at Allahabad. The said W.P. has been filed against the order dated 31.07.2009 passed by the Principal Secretary, Medical Education, Lucknow, by which the affiliation of Petitioner No. 2, Rama Dental College-Hospital & Research, Lakhanpur, Kanpur has been withdrawn and the Essentiality Certificate has been cancelled. In the said W.P. Hon'ble High Court at Allahabad granted interim order dated 27-08-09 staying the impugned order dated 31.07.2009 till the decision of the Dental Council Of India pursuant to the order dated 20-07-2009 passed by the Hon'ble Court while disposing of the earlier WP No.18548/2009.The said W.P. is pending before the Hon'ble High Court at Allahabad and the last date of hearing was 18.05.2010 and the next date of hearing is 29.09.2010
4.	W.P. No. 366 of 2009 in the High Court of Judicature at Allahabad	Kanpur Nagar Nigam	The petition has been filed by Rama Educational Society against Kanpur Nagar Nigam in the High Court of Judicature at Allahabad. The petitioner Institution being an Educational Institution running a hospital and dental college was entitled for certain relief in property/ house tax under the government order dated 27th Feb. 2004. As per the said order, the Industrial & Service Sector Investment Policy 2004, granted to institutions having minimum investment of Rs. 10 Crores, certain incentives including exemption from House Tax etc for 5 years. The petitioner Institution had invested more than Rs. 28 Crores and was therefore eligible for the incentives. Despite the said exemption, the Authority issued

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			demand notice for the house tax. Earlier, a Civil Misc. (Tax) Writ Petition No.206 of 2006 was preferred by the Institution which was disposed of on 07.02.2006 by the Hon'ble High Court, Allahabad directing the Authority to consider the matter in the light of the G.O. dated 27.02.2004. But ultimately, on 11/12.12.2008 it was held by the Authority concerned that relaxation which has been given under the government order is only applicable to the Non Resident Indian and not in respect of other private enterprises of the country who have established such type of institutions. Even before such decision in Dec. 2008, the Nagar Nigam had issued demand notice in the month of June 2008. Being aggrieved, the Society has filed the said writ petition before the Hon'ble High Court. In the writ petition no. 366/2009, the Hon'ble High Court has passed an interim order dated 09-02-2009 in favour of the Society, wherein it was ordered that the realization of the dues as made by the Authority concerned will not be done provided the Petitioner deposit 50% of the fined amount within a period of 2 weeks and that in case the Petitioner was successful, the amount so deposited will be adjusted or refunded subject to further orders. The matter is pending before the Hon'ble High Court. Last date fixed for hearing was 13-10-2009. The next date of hearing is 27.09.2010
5.	W.P. 52569 of 2007 in the High Court of Judicature at Allahabad	State of Uttar Pradesh & Others	The petition has been filed by Rama Educational Society against State of U.P. & Ors. in the High Court of Judicature at Allahabad. The said writ petition has been filed by the Rama Educational Society challenging the Notification u/s 4 read with Sec 17(2) (4) of the Land Acquisition Act and Declaration u/s 6 of the Land Acquisition Act dated 26.09.2006 and 10.10.2007 respectively and quashing of State Government's order dated 10.10.2007 canceling their earlier order dated 17.01.2007 and praying for release of the property purchased by the Petitioner from

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			the land acquisition. In the said W.P. an interim order was issued by Hon'ble High Court in the favour of Rama Educational Society wherein it was ordered that the construction raised by the Petitioner on the land in question not to be disturbed and the said interim order was to continue till further orders. The matter is pending before the Hon'ble High Court at Allahabad. Last date of hearing was 10/08/2010

(IV.5) RAMA INSTITUTE OF ENGINEERING & TECHNOLOGY

(IV.5.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	W.P. 2523 of 2010 in the High Court of Judicature of Lucknow Bench	Akanksha Pandey	The Petition has been filed on 28.04.2010 by one Ms. Akanksha Pandey against Stata of UP & Ors. Including Rama Institute of Engineering & Technology (RIET) seeking issuance of a writ of Manadamus for refund of Rs. 25,000/- paid by the Petitioner gaianst the uniform and books since the college was not having classes for the course in which she had a taken admission. Notice has been issued on 03.05.2010 which has been accepted for Respondent No. 1 & 2 i.e. State of UP and Vice Chancellor, UP Technical University. Notice has also been served on Respondent No. 3 i.e. RIET. The matter is being represented by the Institute and the next date of hearing is awaited.

(IV.6) RAMA HOSPITAL & RESEARCH CENTRE

(IV.6.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Complaint No 144 of 2006 in the District Consumer Forum, Kanpur	Mr. Sandeep	The complaint has been filed by one Mr. Sandeep against Moti Hospital & Others including Rama Hospital & Research Centre, Lakhanpur, Kanpur, in the District Consumer Forum, Kanpur. Aggrieved by an alleged Medical Negligence, Mr. Sandeep S/o Shri Rameshwar R/o Puran Nagar, Unnao

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			has filed a complaint under Consumer Protection Act against Moti Hospital, Dr. Nirmal Kedia and Rama Hospital & Research Centre, Lakhanpur, Kanpur for a claim of Rs. 10,00,000/-. In this petition neither specific allegation nor any claim has been sought against Rama Hospital & Research Centre. Rama Hospital has filed its Written Statement / Objection on 29-04-2009. The next date of hearing in this matter is 24.09.2010.
2.	Complaint no 502 of 2007 in the District Consumer Forum, Kanpur	Shri Mewalal	The complaint has been filed by one Shri Mewalal against Dr. T.P. Singh & Ors in the District Consumer Forum, Kanpur. Aggrieved by an alleged Medical Negligence due to which his one leg was operated and was required to be removed, Shri Mewa Lal has filed a Consumer complaint against Dr. T.P. Singh and Others including Rama Hospital & Research Centre, Lakhanpur, Kanpur, under Consumer Protection Act, seeking a claim of Rs. 10.00 Lacs. The last date of hearing in this matter was 19.08.2010. The next date of hearing is awaited.
3.	Complaint No 1099 of 209 in the District Consumer Forum, kanpur	Mr. baburam, s/o Late Shri Jaisukh, r/o Village Neoraj Post Nauha Naungaon, Tehsil Rasoolabad, Kanpur	The complaint has been filed by one Mr. Baburam, s/o Late Shri Jaisukh, r/o Village Neoraj, Post Nauha Naungaon, Tehsil Rasoolabad, Kanpur against Medical Suprientendent and the Duty Doctor of the Rama Hospital & Research Centre, Rama City, GT Road, Mandana for a claim of Rs. 1 Lac with a allegation that the complainant had got an x-ray and operation done for his left hand at the hospital. However, the opposite parties had discharged the complainant without due care and assurance, though there was pus formation in the said hand. As a consequence the complainant lost all the four fingers and the thumb of his left hand. The last date of hearing was 07.09.2010. The next date of hearing is awaited.
4.	Compalaint No 51 of 2006 in the District Consumer Forum , Kanpur	Smt Laxmi devi	The petition has been filed by one Smt Laxmi Devi against Director, Rama Hospital & Research Centre in the District Consumer Forum, Kanpur. Smt. Laxmi Devi w/o Sri Parasram has filed this petition

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			for damages of Rs. 13.00 lacs against the Director, Rama Hospital & Research Centre & Dr. Stuti Mishra. Her main allegation is that she was admitted on 02-07-2005 in Rama Hospital & Research Centre, Kanpur under Dr. Stuti Mishra for an operation of her stomach. However, the growth in the stomach as detected through the ultrasound was not removed and that there was deficiency in the services provided by the hospital and has claimed Rs. 13 lacs as expenses on medical care and damages. In this petition, Written Statement on behalf of O.P. No. 1 & 2 i.e. the Hospital and the Doctor was filed on 07-05-2007 contending that the Doctor had operated, removed the growth as well as got the biopsy done. The report dated 02/07/2005 was given to the Complainant and their charges of Rs 600 were paid by the Complainant towards investigation of the growth, vide bill dated 06/07/05, which facts have been concealed from the Hon'ble Forum. In the said biopsy, TB was detected for which anti tuberculosis treatment had been initiated. Since the Claimant herself stopped the medication, she was herself responsible for her health and that there was no deficiency of services by the doctor. The last date of hearing in this matter was 30.08.2010. The next date of hearing is awaited.
5.	Consumer Complaint No. 159/2009 before the District Consumer Redressal Forum, Unnao	Ajay Kumar Diwedi	The complaint has been filed on 21.07.2009 by one Mr. Ajay Kumar Diwedi against the Rama Medical College and Research Centre alleging negligence in the treatment given to him after he had been admitted in the hospital after meeting with an accident while riding his motorcycle. He has claimed loss of Rs. 1,17,000/-, compensation of Rs. 50,000/-, expenses of Rs. 20,000/- and cost of Rs. 11, 000/- aggregating to Rs. 1,98,000/- against the hospital. The matter is being represented by the Hospital and the next date of hearing is awaited.

(V) CASES FILED BY THE PROMOTERS

V.1 Dr. B.S. Kushwah

(V.1.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Execution Case No 24 of 1995 in the Court of District Judge, Kanpur	B. K. Gupta & Others	The execution case has been filed by Dr. B. S. Kushwah (Chairman & Managing Director of the Company) against B. K. Gupta in the Court of DJ, Kanpur. The case titled as Dr. B.S. Kushwah Vs B.K. Gupta & Others, numbering C.C.319 of 1994 was decreed vide order dated 22-10-1994 in his favor by the Hon'ble District Consumer Forum, Kanpur. In the execution application filed by Dr. B.S. Kushwah against B.K. Gupta and others for executing the said order dated 22-10-1994 for the recovery of amount valued of Rs. 3,04,801.90 from B.K.Gupta & Others. The matter is pending before the Court of Hon'ble District Judge Kanpur Nagar and the last date for hearing was 25.08.2010. The next date of hearing is awaited.

(V.2) Dr. Suraj

(V.2.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Petition No 734 of 2009 in the District Consumer Forum, Kanpur	Oriental Insurance Co. Ltd	The petition has been filed by Dr**. Suraj** (Managing Director of the Company) against Oriental Insurance Co. Ltd. in the District Consumer Forum, Kanpur. This petition has been filed by Dr. Suraj u/s 12A of the Consumer Protection Act 1986 for a claim of Rs. 1,94,000/- with respect to a Maruti Van No. UP78 R 9228. The said Maruti Van, which was stolen on 18-1-2001, was insured by Oriental Insurance Co. Ltd. The Insurance Company had not paid compensation. Hence

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			this petition had been filed. The last date of hearing in this matter was 28.08.2010. The next date of hearing is awaited.
2.	W.P. No 30353 of 2006 in the High Court of Judicature at Allahabad	Union of India & Others	The petition has been filed by Dr. Suraj (Managing Director of the Company) against Union of India & Ors. in the High Court of Judicature at Allahabad. The matter is related to the deemed permission for MDS Course at Rama Dental College-Hospital & Research Centre, Kanpur. The said W.P. is filed by Dr. Suraj for quashing the order dated 21-04-2006 passed by Government of India, Ministry of Health & F.W. whereby it was held that college did not have the "deemed permission" u/s 10A(5) of the Dentists Act to admit students in the academic year 2005-2006 and that the admissions made for the academic session 2005-2006 by the College were *void ab initio* and had to be dealt with in accordance with Section 10 B of the Dentists Act . The matter is pending before the Hon'ble High Court at Allahabad. The last date of hearing was 27.04.2010

(VI)CASES FILED BY THE GROUP ENTITIES

(VI.1) M/S S.V. MEGA STRUCTURES LIMITED

(VI.1.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	Suit No 181 of 2008 in the Court of ADJ, Delhi	M/s Triveni Infrastructure Development Co. Ltd.	The suit has been filed by M/s S. V. Mega Structures Limited against M/s Triveni Infrastructure Development Co. Ltd. in the Court of ADJ, Delhi M/s S. V. Megastructures Limited has filed the suit for recovery of a sum of Rs. 5,00,000 along with interest at 18% p.a. under Order 37 C.P.C. The plaintiff company had entered into an agreement dated 30.11.2007 with M/s Triveni Infrastructure Development Company Limited for the purchase of

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			Morta Land admeasuring 35,238.60 (approx) sq. yards for a total consideration of Rs. 8,14,01,166 out of which an advance of Rs. 5,00,000 vide cheque no. 433674 was issued to defendants on 13.11.2007. Subsequently the plaintiff was apprised of the fact that the said land had a third party interest vested in it and was not free from encumbrances. Repeated demands were made by the Plaintiff for refund of the advance of Rs. 5,00,000 and subsequently legal notice dated 18.08.2008 was also sent to the Defendants but they failed to clear the liabilities. Hence the present suit was filed. The next date of hearing is 25.11.2010.
2.	Appeal No. 36/9/10 in the Court of Judicial Commissioner (F&R) Meerut	State of Uttar Pradesh & Others.	The appeal has been filed by M/s S. V. Mega Structures Ltd. against State of U.P. & Ors under Sec 56 of Indian Stamp Act, against the order dated 30.10.2009 vide which the Ld. Stamp Collector, Ghaziabad had imposed a penalty of Rs. 1 Lac holding the stamp duty as insufficient by Rs. 3 Lacs, along with interest @ 1.5% p.m., on the registration of the sale deed of the property with an area of .07566 hectares, situated at Khasra No. 359 at village RoorNagar Tehsil & District Ghaziabad. The Appellant has deposited the total stamp duty held as insufficient as well as the penalty amount in terms of order dated 18.12.2009. The matter was last fixed for 13.09.2010. . The next date of hearing is 13.10.2010

(VI.2) RAMA EDUCATIONAL SOCIETY

(VI.2.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	W.P. 36293 of 2005 in the High Court of Judicature at Allahabad	Union of India	The petition has been filed by Rama Educational Society against Union of India in the High Court of Judicature at Allahabad. Rama Educational Society had applied for permission to

			start MDS course for 81 seats in their Dental College through their application dated 20-11-2003, which was re-submitted on 28-02-2004 along with the NOC obtained from the State Government. The Dental Council of India also conducted the inspection of the College after which the Rama Educational Society made a presentation to the Central Government for deciding the application. Under Section 10A(5) of the Dentists Amendment Act 1948, an application must be decided within a period of one year from the date of its submission. But no order was passed by the Central Government in this respect even after completion of the said statutory period of one year. Hence Rama Educational Society has filed W.P. No. 36293 of 2005 for grant of permission u/s 10A(5) (under the deeming clause for starting the MDS course). The matter is still pending before Hon'ble High Court Allahabad. The last date of hearing was 23.05.2005and the next date of hearing is 29.09.2010
2.	Civil Misc W.P. No. 3432 of 2006 in the High Court of Judicature at Allahabad	State of Uttar Pradesh & Others	The petition has been filed by Rama Educational Society & Ors against State of U.P. & Ors. in the High Court of Judicature at Allahabad. Through Govt. Order dated 15-07-2003, fees for the BDS Course were fixed at Rs. 1, 10,000/- per year for the academic session 2003-2004. The said Government Order dated 15-07-2003 was challenged in C.M.W.P. No. 37525 of 2003 and order dated 28-03-2003 was passed by the Hon'ble High Court in which the operation of G.O. dated 15-07-2003 was stayed and it was observed that it was open to the College to collect the fee which they were charging in the previous year. Later on, the said W.P. was disposed off with the liberty to the Petitioners to place the material before the Competent Committee for charging higher fees than the fees fixed by the Govt. Order. After the decision of the said petition No. 37525 of 2003, the Government of U.P. issued another Govt. Order dated 13-10-2005 by which direction was given to the Institutes to charge a fees of Rs. 1, 10,000/- only for the entire course from the students admitted for the session 2003-04. Being aggrieved by the G.O. dated 13-10-2005, the Petitioner Society has filed W.P. No. 3432 of 2006 for

			quashing the Govt. Order dated 13-10-2005. Vide order dated 06.05.2010 the Writ Petition No.3432 of 2006 was partly allowed and a direction was issued that in the event the Dental College submitted a proposal along with the relevant documents before the Committee constituted under the Government Order dated 27th June, 2008 for fixation of higher fee structure for the students admitted to the B.D.S. Course in the Academic Session 2003-04, the said Committee shall examine the same and make its recommendation, in case it considers it necessary to do so, to the State Government for its consideration. The Dental College shall, however, pay an amount of Rs.2.3 1 lacs by draft to each student admitted in the Academic Session 2003-04 who had deposited fees over and above the fees prescribed in the Government Order dated 1 5th July, 2003. However, the Society and the Dental College filed Special Appeals numbering 827/2010 and 882/2010 respectively against the said order. The Division Bench comprising of Hon'ble Chief Justice Ferdino Inacio Rebello and Hon'ble Mr. Justice A.P.Sahi, vide order dated 05.07.2010 stayed the impugned directions given by the Single Judge except for the directions for determination of the fee for the year 03-04. The Appeals are to be listed after the State Govt makes a decision on the basis of recommendation of the Committee. Next date 27/09/2010 The Parents Association have filed an appeal numbering 740 of 2010 filed on 11.08.2010 challenging the judgement and order dated 06.05.2010 passed by Hon'ble Single Judge in W.P. No, 3432 of 2006 partly allowing the said W.P. to the extent that it sets aside the order dated 14.02.2006 of the screen committee and provides that the committee constituted under G.O. dated 27.06.2008 may examine the proposal in respect of 2003-04 batch of the BDS, in case it is submitted by the Respondent college. The Association has prayed for dismissal of the W.P. No. 3432 of 2006 filed by the Respondent college to be dismissed in to with costs throughout. The appeal was last heard on 13.08.2010. The next date of hearing is awaited.

(VI.3) RAMA DENTAL COLLEGE

(VI.3.a) CIVIL MATTERS

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
1.	W.P. 51260 OF 2009 IN THE High Court of Judicature at Allahabad	Union of India	The said petition has been filed by Rama Dental College against Union of India in the High Court of Judicature at Allahabad. Union of India had granted permission dated 31-10-2005 for starting MDS course in Rama Dental College-Hospital & Research Centre for intake of 47 seats. However this permission was confined to academic session 2006-07 only. On 25-1-2006 the said permission was also suspended on the grounds that a large number of teaching faculty were not in position and clinical services in the college were also not functioning properly. Being aggrieved by the said suspension order and some other related orders, the College filed **W.P. 18548 of 2009** which was decided on 20-7-2009. However, in compliance of the said order, Union of India granted permission for only 29 seats in only 8 specialties for the session 2006-07 instead of 47 seats in all the 9 specialties. Being aggrieved by the said order the College, has filed on 25-07-2009 another W.P. no. 51260 of 2009, for quashing the order dated 25/27 July 2009 and also prayed for granting permission for 47 seats. The matter is pending before the Hon'ble High Court. The last date of hearing was 23.04.2010 and the next date of hearing is awaited.
2.	Contempt Petition No 1641 of 2007 in the High Court of Judicature at Alahabad	Raj Singh & Others	The said petition has been filed by **Rama Dental College** against Raj Singh & Ors. in the High Court of Judicature at Allahabad. Rama Dental College was granted permission by the Ministry of Health & Family Welfare, Govt. of India, vide order dated 31.10.2005 to run MDS Course in all 9 specialties with annual intake of 47 candidates. Government of India subsequently issued new permission on 30-05-2006 allowing MDS course only in 6

Sr. No	Reference to Case No.	Opposite Party	Brief Facts of the Case
			specialties with annual intake of 18 candidates. The said order dated 30.05.2006 was challenged by the Society in Writ petition no. 32058 of 2006 and the operation of the order dated 30.05.2006 was stayed vide Order dated 15.06.2006 and the College was permitted to admit 47 students in 9 specialties in the MDS course in the academic year 2006-07. Though the operation of the order dated 30.05.2006 had already been stayed by the Court, the Ministry Of Health through their Secretary, vide letter dated 30.03.2007 has reiterated its earlier stand, contained in the letter dated 30.5.2006, coupled with a further reduction of one seat bringing it down to 17, in violation of the order dated 15.06.2006. Hence the Society has filed a contempt petition before Hon'ble High Court, Allahabad. The matter is pending. The last date of hearing was 01.09.2010. The next date of hearing is awaited.

Notes:

1. APPEAL BEFORE ITAT, LUCKNOW

Rama Educational Society had applied for the renewal of registration u/s 80 G of the Income Tax Act and such renewal of registration had been refused by order dated 28.01.2009 passed by CIT (Central) Kanpur. The Society has filed an appeal before ITAT Lucknow against such refusal.

2. RENEWAL OF EXEMPTION U/S 10(23C) BEFORE D.G.I.T., KANPUR

Royal Society of Educational Academy (presently known as Rama Educational Society) was granted exemption U/s 10(23C) for the A.Y. 2001-02 to 2003-04. The Society applied for renewal of such exemption from A.Y 2004-05 for a further period of 5 years on 10-05-2003. Subsequently on change of name of the Society to Rama Educational Society, revised application was filed on 1/06/2003. The office of D.G.I.T. has called the Secretary of the Society to attend the hearing on 31/08/2009 with some additional information/documents, which have been provided by the Society**.**

VII. Notices/ show cause notices received by our Company /Promoters/Directors/Group Entities from the Income Tax department for the assessment year 2008-09 are set forth below:

Particulars	No. of notices	Description
Rama Medicares Limited	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Dr. B.S.Kushwah	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Dr. Suraj	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Dr. Anu Kushwah	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Smt. Rama Kushwah	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Rudolph Pharmaceuticals Private limited	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Rama Educational Society	1	Notice received from the Assessment officer Income Tax Department, Kanpur Centre Circle-V w.r.t section 143(2) requiring additional information in connection to return of income for the assessment year 2008-09
Rama educational society	1	Notice Received from the Office of Enforcement Directorate, Department of Revenue, Ministry Of Finance, seeking copies of Memorandum of the Trust, complete names and addresses of their Trustees, details of bank accounts of the Trust, source of investments, copies of Income Tax returns with relied upon documents and Balance sheets for last three years, copies of inspection notes/report prepared by inspection team of MCI and copies of correspondence made with MCI, for the purposes of prevention of Money Laundering Act, 2002, however nothing further has been heard on this subject from the authorities.

Material Developments

Significant developments since the last audited balance sheet as on March 31, 2010 till the date of Red Herring Prospectus

No circumstances have risen since the date of last financial statement until the date of filing of this Draft Red Herring Prospectus with SEBI, which materially and adversely affect or is likely to affect the operations or profitability of the company, or value of its assets, or its ability to pay its liability within next twelve months.

There is no subsequent development after the date of the Auditor's Report, which will have a material impact on the reserves, profits, earnings per share and book value of equity shares of our company.

Material Developments

Significant developments since the last audited balance sheet as on March 31, 2010 till the date of Red Herring Prospectus

No circumstances have risen since the date of last financial statement until the date of filing of this Draft Red Herring Prospectus with SEBI, which materially and adversely affect or is likely to affect the operations or profitability of the company, or value of its assets, or its ability to pay its liability within next twelve months.

There is no subsequent development after the date of the Auditor's Report, which will have a material impact on the reserves, profits, earnings per share and book value of equity shares of our company.

GOVERNMENT/ STATUTORY AND BUSINESS APPROVALS

Approvals for the IPO

1. The Board of Directors has, pursuant to resolutions passed at its meeting held on 31/12/2009, authorised the Issue, subject to the approval by the shareholders of our Company under section 81(1A) of the Companies Act.
2. The shareholders have pursuant to a resolution dated 22/01/2010 under Section 81(1A) of the Companies Act, authorised the Issue.

Tax Registrations

1. Permanent Account Number (PAN) No. AAECR4680A issued by Income Tax Department of Government of India.

2. The Tax Deduction Account Number (TAN) No. KNPR01194E issued by Office of Deputy Commissioner, Income Tax, (TDS).

Quality Certifications

1. ISO 9001:2000 (Certification for Rama Super Speciality Hospital, Lakhanpur, for providing hospital services.) vide Certificate No. QMS/91/R/1395 issued by Zenith Quality Assessors Pvt. Ltd. on 24/11/2008 valid till 23/11/2011.

2. ISO 9001:2000 (Certification for Health Bazaar, for providing Retail Outlet-Dealing in Pharmaceuticals, FMCG & Groceries) vide Certificate No. QMS/91/R/1396 issued by Zenith Quality Assessors Pvt. Ltd. on 15/11/2008 valid till 14/11/2011.

3. ISO 9001:2000 (Certification for Rama Hospital & Research Centre, Mandhana, for providing hospital services) vide Certificate No. QMS/91/R/1397 issued by Zenith Quality Assessors Pvt. Ltd. on 24/11/2008 valid till 23/11/2011.

Company Approvals

1. Registration no. 11-40-104243-1001 under Employee's State Insurance Act, 1948 issued by the Employee State Insurance (E.S.I.) Corporation.

2. Registration No/ code no. DL/935645 under E.P.F. & Misc. Provisions Act, 1952 issued by the Employee Provident Fund (E.P.F.) Organisation.

3. Certificate of Importer-Exporter Code No. 0605007951 issued by the Ministry of Commerce, Office of Joint Directorate General of Foreign Trade (DGFT), Kanpur.

4. N.O.C. no. AERB/448/NOC/CT/2 for import of Computer Tomography (CT) Scan Unit issued by the Atomic Energy Regulatory Board.

Hospital Approvals

Rama Hospital & Research Centre, Mandhana

1. Registration no. ALO/Kanpur Nagar/ 2007-08/00001665 for allopathic treatment issued by Chief Medical Officer, Kanpur issued by the Chief Medical Officer, Kanpur on 12.04.2010 and valid till 31.03.2011.

2. Drug License No. 99/08 for drugs other than those specified in Schedules C & C (1) and Sch. X of the Drugs and Cosmetics Rules,1945 issued by the Drug Licensing Authority, Kanpur on 14.05.2008 and valid till 13.05.2013.

3. Drug License No.100/08 for drugs specified in Schedules C & C (1) excluding those specified in Sch. X of the Drugs and Cosmetics Rules, 1945 issued by the Drug Licensing Authority, Kanpur on 14.05.2008 and valid till 13.05.2013.

4. NOC vide letter no. F26840/C-2/NOC/3363/2008 for authorization for disposal of bio-medical waste issued by The Regional office of U. P. Pollution Control Board, Kanpur on 15.01.2008 and valid till 14.01.2009.

5. Registration Certificate bearing Registration No. P.N.D.T/Reg/07/168 under the Pre-Natal Diagnostic Techniques (Regulation And Prevention Of Misuse) Act, 1994 issued by Chief Medical Officer, Kanpur Nagar on 10.04.2007 and valid till 11.04.2012.

6. No Objection Certificate for the installation of X-Ray machines issued by the Atomic Energy Regulatory Board on 01.01.2008 valid till cancellation.

7. Registration no 1059/ac/07/CPCSEA under Registration of Establishment/Breeders under "The Breeding of and Experiments on Animals (Control & Supervision) Rules, 1998 issued by Committee for the purpose of control and supervision of experiments on animals, Ministry of Environment & Forests on 24.04.2007 valid till cancellation.

Rama Hospital & Research Centre, Lakhanpur

1. Registration no. ALO/Kanpur Nagar/ 2007-08/0000/047 for allopathic treatment issued by the Chief Medical Officer, Kanpur on 31.03.2010 and valid till 31.03.2011.

2. Drug License No. 127/08 dated for drugs other than those specified in Schedules C & C(1) and X of the Drugs and Cosmetics Rules,1945 issued by the Drug Licensing Authority, Kanpur on 15.05.2008 valid till 14.04.2013.

3. Drug License No. 128/08 for drugs specified in Schedules C & C(1) excluding those specified in Sch. X of the Drugs and Cosmetics Rules,1945 issued by the Drug Licensing Authority, Kanpur on 15.05.2008 valid till 14.04.2013.

4. Drug License No. 301/2010 for drugs other than those specified in Schedules C & C (1) and Sch. X of the Drugs and Cosmetics Rules,1945 issued by the Drug Licensing Authority, Kanpur on 23.05.2010 valid till 22.05.2015.

5. Drug License No. 302/2010 for drugs specified in Schedules C & C (1) excluding those specified in Sch. X of the Drugs and Cosmetics Rules,1945 issued by the Drug Licensing Authority, Kanpur on 23.05.2010 valid till 22.05.2015.

6. Authorization no. 3519/BMW-245 /10 under the Bio-Medical Waste (Management And Handling) Rules, 1998 issued by The Regional office of U. P. Pollution Control Board, Kanpur on 01.01.2010 valid till 30.12.2010.

7. Registration Certificate bearing Registration No. P.N.D.T/Reg/27/2007 under the Pre-Natal Diagnostic Techniques (Regulation And Prevention Of Misuse) Act, 1994 issued by the Chief Medical Officer, Kanpur Nagar on 06.08.2007 valid till 05.08.2012.

8. Approval for installation of X-ray machine by the Atomic Energy Regulatory Board on 19.09.2007 valid till cancellation.

9. Approval for installation of Computed Tomography (CT) Scan Machine by the Atomic Energy Regulatory Board 29.10.2007 valid till cancellation.

Rama Satelite Hospital, Shivrajpur

1. Registration no. ALO/Kanpur Nagar/ 2010-2011/0000/805 for allopathic treatment issued by Chief Medical Officer, Kanpur on 09/10/2010 is valid till 31/03/2011

2. Membership for safe and effective disposal of their bio-medical waste issued by the Willworld Environmental for Bio-Medical Waste Treatment Facility on 01/05/2010 valid till 30/04/2011.

***Approvals pending as on the date of filing of DRHP are as follows**:*

1. Rama Satelite Hospital has applied s vide its application dated 08/09/2010 for Drug License for drugs specified in Schedule C and C(1) excluding those specified in Schedule X under Drug Licensing Authority, Kanpur.

2. Rama Satelite Hospital has applied for registration vide application dated 15/09/2010 along with all the requisite forms for Registration of the ultrasound clinic under the Pre-Natal Diagnostic Techniques (Regulation And Prevention Of Misuse) Act, 1994, under Chief Medical Officer, Kanpur.

3. Rama Satelite Hospital has applied for approval vide application dated 08/09/2010 alongwith the installation layout and requisite information for NOC for installation of X-Ray machine under Atomic Energy Regulatory Board.

4. Rama Hospital and Research Centre, Mandhana is in the process of making application to Uttar Pradesh Pollution Control Board for obtaining authorization under Bio-Medical Waste (Management and Handling) Rules, 1998.

5. At the time of purchase the land of cancer & cardiac hospital the layout / building plan was approved by the then authorities i.e. Gram Sabha on 27/12/2006. Later on the layout/building plan came under the purview of Kanpur Development Authority. The company has to apply to the Kanpur Development Authority for the sanction of plan.

OTHER REGULATORY AND STATUTORY DISCLOSURES

A) AUTHORITY FOR THE PRESENT ISSUE

The shareholders of Rama Medicares Limited have authorized the Issue by a resolution adopted pursuant to Section 81 (1A) of the Companies Act, passed at the Extra Ordinary General Meeting held on January 22, 2010.

B) PROHIBITION BY SEBI

The Company, its Promoters, its Directors or any of the Company's associates or group companies and companies with which the Directors of the Company are associated as Directors or Promoters, or Directors or Promoters in control of, of the promoting Company, are currently not prohibited from accessing or operating in the capital market under any order or direction passed by SEBI.

The Promoters, their relatives (as per Act), the Company, group companies, associate companies are not detained as willful defaulters by RBI / Government authorities.

C) Eligibility for the Issue

The Company is eligible for the Issue as per regulation 26(1) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009 as confirmed by the Auditors of The Company, M/s SAP Associates, Chartered Accountants, dated September 15, 2010 as explained under:

- RML has a net tangible assets of at least Rs. 3 crores in each of the preceding three full years (of 12 months each), of which not more than 50% is held in monetary assets;
- RML has a pre-Issue net worth of at least Rs. 1 crore in each of the three preceding full years (of 12 months each);
- RML has a track record of distributable profits as per Section 205 of Companies Act , 1956, for at least three out of the immediately preceding five years;
- The proposed Issue size would not exceed five times the pre-Issue net worth as per the audited accounts for the year ended March 31, 2010;
- RML has not changed its name during the last one year.

The distributable profits as per Section 205 of the Companies Act and net worth for the last five years as per the restated unconsolidated financial statements are as under:

(In Rs. lacs)

Particulars	For the Financial Year Ended March 31				
	2010	2009	2008	2007	2006
Distributable Profits(1)	502.76	424.38	194.90	110.71	111.41
Net Worth (2)	2498.45	1995.69	1426.31	1099.41	833.70
Net Tangible Assets (3)	4220.41	3295.33	2450.18	1289.12	891.17
Monetary Assets(4)	59.35	13.07	12.66	35.33	11.91
Monetary Assets as a % of Net Tangible Assets	1.41%	0.40%	0.52%	2.74%	1.34%

Note:

(1) Distributable profits have been defined in terms of section 205 of the Companies Act.

(2) Net worth has been defined as the aggregate of equity share capital and reserves, excluding miscellaneous expenditures, if any.

(3) Net tangible assets means the sum of all net assets of the Company excluding intangible assets as defined in Accounting Standard 26 issued by Institute of Chartered Accountants of India.

(4) Monetary assets comprise of cash and bank balances, public deposit account with the Government.

The Company satisfies all the eligibility criteria, laid down in regulation 26(1) of the SEBI (Issue of Capital and Disclosure Requirements) Regulation. However, the Company is doing a "voluntary book-building issue" wherein the Company proposes to allot upto 50% of the Issue to QIBs and under-subscription, if any, in the QIB portion will be added back to the Issue to public.

The promoters, the company, directors of RML are not detained as willful defaulters by the RBI/ GOI authorities and there are no violations of securities laws committed by them in the past or pending against them other than those disclosed in this Offer Document.

No penalty has been imposed by SEBI and other regulatory bodies against the company, its directors, its promoters and companies promoted their directors.

RML undertakes that the number of allottees in the Issue shall be at least 1,000. Otherwise, the entire application money shall be refunded forthwith. In case of delay, if any, in refund, the Company shall pay interest on the application money at the rate of 15% per annum for the period of delay.

D) DISCLAIMER CLAUSE (SEBI)

"IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF OFFER DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED 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 OFFER DOCUMENT. THE LEAD MERCHANT BANKER, KEYNOTE CORPORATE SERVICES LIMITED HAS CERTIFIED THAT THE DISCLOSURES MADE IN THE OFFER DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE SEBI (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 IN FORCE FOR THE TIME BEING. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

IT SHOULD ALSO BE CLEARLY UNDERSTOOD THAT WHILE THE ISSUER IS PRIMARILY RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY AND DISCLOSURE OF ALL RELEVANT INFORMATION IN THE OFFER DOCUMENT, THE LEAD MERCHANT BANKER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE ISSUER DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE LEAD

MERCHANT BANKER KEYNOTE CORPORATE SERVICES LIMITED HAS FURNISHED TO SEBI A DUE DILIGENCE CERTIFICATE DATED SEPTEMBER 21, 2010 WHICH READS AS FOLLOWS:

(1) WE HAVE EXAMINED VARIOUS DOCUMENTS INCLUDING THOSE RELATING TO LITIGATION LIKE COMMERCIAL DISPUTES, PATENT DISPUTES, DISPUTES WITH COLLABORATORS, ETC. AND OTHER MATERIAL IN CONNECTION WITH THE FINALISATION OF THE DRAFT RED HERRING PROSPECTUS PERTAINING TO THE SAID ISSUE;

(2) ON THE BASIS OF SUCH EXAMINATION AND THE DISCUSSIONS WITH THE ISSUER, ITS DIRECTORS AND OTHER OFFICERS, OTHER AGENCIES, AND INDEPENDENT VERIFICATION OF THE STATEMENTS CONCERNING THE OBJECTS OF THE ISSUE, PRICE JUSTIFICATION AND THE CONTENTS OF THE DOCUMENTS AND OTHER PAPERS FURNISHED BY THE ISSUER, WE CONFIRM THAT:

(A) THE DRAFT RED HERRING PROSPECTUS FILED WITH THE BOARD IS IN CONFORMITY WITH THE DOCUMENTS, MATERIALS AND PAPERS RELEVANT TO THE ISSUE;

(B) ALL THE LEGAL REQUIREMENTS RELATING TO THE ISSUE AS ALSO THE REGULATIONS GUIDELINES, INSTRUCTIONS, ETC. FRAMED/ISSUED BY THE BOARD, THE CENTRAL 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 AND SUCH DISCLOSURES ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT, 1956, THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 AND OTHER APPLICABLE LEGAL REQUIREMENTS.

(3) WE CONFIRM THAT BESIDES OURSELVES, ALL THE INTERMEDIARIES NAMED IN THE DRAFT RED HERRING PROSPECTUS ARE REGISTERED WITH THE BOARD AND THAT TILL DATE SUCH REGISTRATION IS VALID.

(4) WE HAVE SATISFIED OURSELVES ABOUT THE CAPABILITY OF THE UNDERWRITERS TO FULFIL THEIR UNDERWRITING COMMITMENTS.

(5) WE CERTIFY THAT WRITTEN CONSENT FROM PROMOTERS HAS BEEN OBTAINED FOR INCLUSION OF THEIR SPECIFIED SECURITIES AS PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN AND THE SPECIFIED SECURITIES PROPOSED TO FORM PART OF PROMOTERS' CONTRIBUTION SUBJECT TO LOCK-IN SHALL NOT BE DISPOSED / SOLD / TRANSFERRED BY THE PROMOTERS DURING THE PERIOD STARTING FROM THE DATE OF FILING THE DRAFT RED HERRING PROSPECTUS WITH THE BOARD TILL THE DATE OF COMMENCEMENT OF LOCK-IN PERIOD AS STATED IN THE DRAFT RED HERRING PROSPECTUS.

(6) WE CERTIFY THAT REGULATION 33 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, WHICH RELATES TO SPECIFIED SECURITIES INELIGIBLE FOR COMPUTATION OF PROMOTERS CONTRIBUTION, HAS BEEN DULY COMPLIED WITH AND APPROPRIATE DISCLOSURES AS TO COMPLIANCE WITH THE SAID REGULATION HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS.

(7) WE UNDERTAKE THAT SUB-REGULATION (4) OF REGULATION 32 AND CLAUSE (C) AND (D) OF SUB-REGULATION (2) OF REGULATION 8 OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 SHALL BE COMPLIED WITH. WE CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE RECEIVED AT LEAST ONE DAY BEFORE THE OPENING OF THE ISSUE. WE UNDERTAKE THAT AUDITORS' CERTIFICATE TO THIS EFFECT SHALL BE DULY SUBMITTED TO THE BOARD. WE FURTHER CONFIRM THAT ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT PROMOTERS' CONTRIBUTION SHALL BE KEPT IN AN ESCROW ACCOUNT WITH A SCHEDULED COMMERCIAL BANK AND SHALL BE RELEASED TO THE ISSUER ALONG WITH THE PROCEEDS OF THE PUBLIC ISSUE. – NOT APPLICABLE

(8) WE CERTIFY THAT THE PROPOSED ACTIVITIES OF THE ISSUER FOR WHICH THE FUNDS ARE BEING RAISED IN THE PRESENT ISSUE FALL WITHIN THE 'MAIN OBJECTS' LISTED IN THE OBJECT CLAUSE OF THE MEMORANDUM OF ASSOCIATION OR OTHER CHARTER OF THE ISSUER AND THAT THE ACTIVITIES WHICH HAVE BEEN CARRIED OUT UNTIL NOW ARE VALID IN TERMS OF THE OBJECT CLAUSE OF ITS MEMORANDUM OF ASSOCIATION.

(9) WE CONFIRM THAT NECESSARY ARRANGEMENTS HAVE BEEN MADE TO ENSURE THAT THE MONEYS RECEIVED PURSUANT TO THE ISSUE ARE KEPT IN A SEPARATE BANK ACCOUNT AS PER THE PROVISIONS OF SUB-SECTION (3) OF SECTION 73 OF THE COMPANIES ACT, 1956 AND THAT SUCH MONEYS SHALL BE RELEASED BY THE SAID BANK ONLY AFTER PERMISSION IS OBTAINED FROM ALL THE STOCK EXCHANGES MENTIONED IN THE OFFER DOCUMENT. WE FURTHER CONFIRM THAT THE AGREEMENT ENTERED INTO BETWEEN THE BANKERS TO THE ISSUE AND THE ISSUER SPECIFICALLY CONTAINS THIS CONDITION.

(10) WE CERTIFY THAT SINCE THE PROPOSED ISSUE SIZE IS MORE THAN RS.10 CRORES, THE PROVISION RELATING TO OPTION TO THE INVESTORS TO GET THE SHARES IN PHYSICAL MODE IS NOT APPLICABLE IN TERMS OF SECTION 68B OF THE COMPANIES ACT, 1956.

(11) WE CERTIFY THAT ALL THE APPLICABLE DISCLOSURES MANDATED IN THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 HAVE BEEN MADE IN ADDITION TO DISCLOSURES WHICH, IN OUR VIEW, ARE FAIR AND ADEQUATE TO ENABLE THE INVESTOR TO MAKE A WELL INFORMED DECISION.

(12) WE CERTIFY THAT THE FOLLOWING DISCLOSURES HAVE BEEN MADE IN THE DRAFT RED HERRING PROSPECTUS/ DRAFT PROSPECTUS/ DRAFT LETTER OF OFFER:

(A) AN UNDERTAKING FROM THE ISSUER THAT AT ANY GIVEN TIME, THERE SHALL BE ONLY ONE DENOMINATION FOR THE EQUITY SHARES OF THE ISSUER AND

(B) AN UNDERTAKING FROM THE ISSUER THAT IT SHALL COMPLY WITH SUCH DISCLOSURE AND ACCOUNTING NORMS SPECIFIED BY THE BOARD FROM TIME TO TIME.

(13) WE UNDERTAKE TO COMPLY WITH THE REGULATIONS PERTAINING TO ADVERTISEMENT IN TERMS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009 WHILE MAKING THE ISSUE.

(14) WE ENCLOSE A NOTE EXPLAINING HOW THE PROCESS OF DUE DILIGENCE HAS BEEN EXERCISED BY US IN VIEW OF THE NATURE OF CURRENT BUSINESS BACKGROUND OR THE ISSUER, SITUATION AT WHICH THE PROPOSED BUSINESS STANDS, THE RISK FACTORS, PROMOTERS EXPERIENCE ,ETC.

(15) WE ENCLOSE A CHECKLIST CONFIRMING REGULATION-WISE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE OF CAPITAL AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2009, CONTAINING DETAILS SUCH AS THE REGULATION NUMBER, ITS TEXT, THE STATUS OF COMPLIANCE, PAGE NUMBER OF THE DRAFT RED HERRING PROSPECTUS WHERE THE REGULATION HAS BEEN COMPLIED WITH AND OUR COMMENTS, IF ANY.

THE FILING OF THE OFFER DOCUMENT DOES NOT, HOWEVER, ABSOLVE THE ISSUER FROM ANY LIABILITIES UNDER SECTION 63 OR SECTION 68 OF THE COMPANIES ACT, 1956 OR FROM THE REQUIREMENT OF OBTAINING SUCH STATUTORY 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 LEAD MERCHANT BANKER ANY IRREGULARITIES OR LAPSES IN OFFER DOCUMENT."

The promoter / director of Rama Medicares Limited, Dr. B.S. Kushwah, Dr. Suraj, Mrs. Rama Kushwah, Dr. Anu Kushwah, Capt. Jagatveer Singh Drona, Mr. Jagannath Pal, Mr. Tilak Raj Joshi and Dr. Raghunandan Prasad Pathak confirms that no information/material likely to have a bearing on the decision of investors in respect of the shares offered in terms of this Draft Red Herring Prospectus has been suppressed withheld and / or incorporated in the manner that would amount to mis-statement/misrepresentation and in the event of its transpiring at any point in time till allotment/refund, as the case may be, that any information/material has been suppressed/withheld and/ or amounts to a mis-statement/ misrepresentation, the promoters/directors undertake to refund the entire application monies to all subscribers within 7 days thereafter without prejudice to the provisions of section 63 of the companies act.

E) DISCLAIMER STATEMENT FROM THE COMPANY AND THE BRLM

The Company, the Directors, and the BRLM accept no responsibility for statements made otherwise than in this DRHP or in the advertisements or any other material issued by or at instance of the above mentioned entities and anyone depending on any other source of information, including the website, www.ramamedicare.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 among the BRLM and us dated September 02, 2010 and the Underwriting Agreement to be entered into among the Underwriters and us.

All information shall be made available by us and 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 or at bidding centres etc.

Neither we nor the Syndicate is liable to the Bidders for any failure in downloading the Bids due to faults in any software/hardware system or otherwise.

F) DISCLAIMER WITH RESPECT TO JURISDICTION

This Issue is being made in India to persons resident in India {including Indian nationals resident in India who are majors, 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), or trusts under the applicable trust law and who are authorised under their constitution to hold and invest in shares, permitted insurance companies and pension funds}. This Prospectus does not, however, constitute 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 Prospectus comes is required to inform him 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 Kanpur, Uttar Pradesh 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 Prospectus has been filed with SEBI for observations. 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 our affairs from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

G) DISCLAIMER CLAUSE OF THE STOCK EXCHANGES

Disclaimer Clause of Bombay Stock Exchange Limited (BSE):

"Bombay Stock Exchange Limited ("the Exchange") has given vide its letter no. [●] dated [●] permission to the Company to use the Exchange's name in this Red Herring Prospectus as one of the stock exchanges on which this Company's securities are proposed to be listed. The Exchange has scrutinized this Prospectus 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 Prospectus; 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 Prospectus 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 Draft Red Herring Prospectus has been submitted to National Stock Exchange of India Limited. NSE has given vide its letter Ref. No. [●] dated [●] permission to the Issuer to use the Exchange's name in this Red Herring Prospectus as one of the stock exchanges on which this Issuer's securities are proposed to be listed subject to the Issuer fulfilling the various criteria for listing including the one related to paid up capital and market capitalisation (i.e. the paid up capital shall not be less than Rs. 10 crores and market capitalisation shall not be less than Rs. 25 crores at the time of listing). The Exchange has scrutinised this Red Herring Prospectus 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 the Red Herring Prospectus 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 Red Herring Prospectus, 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 acquire 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.

Disclaimer Clause of IPO Grading Agency

[●]

H) FILING

A copy of this DRHP has been filed with SEBI at Mumbai.

A copy of the Red Herring Prospectus, along with the documents required to be filed under Section 60B of the Companies Act, will be delivered for registration to the ROC and a copy of the Prospectus required to be filed under Section 60 of the Companies Act would be delivered for registration with the ROC, Uttar Pradesh & Uttarakhand, Kanpur.

I) LISTING

Applications will be made to NSE and BSE for permission to deal in and for an official quotation of the Equity Shares of the Company. BSE shall be the Designated Stock Exchange with which the basis of allocation will be finalised.

If the permission to deal in and for an official quotation of the Equity Shares is not granted by any of the Stock Exchanges mentioned above, the Company shall forthwith repay, without interest, all monies received from the applicants in pursuance of this DRHP. If such money is not repaid within eight days after the Company becomes liable to repay it from the date of refusal or within 70 days from the date of Bid / Issue Closing Date, whichever is earlier, then the Company, and every Director of the Company who is an officer in default shall, on and from expiry of eight 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.

The Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at both the Stock Exchanges mentioned above are taken within seven working days of finalisation of the basis of Allotment for the Issue.

J) Impersonation

Attention of the Applicants is specifically drawn to the provisions of sub-section (1) of Section 68 A 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."

K) CONSENTS

Consents in writing of the Directors, the Company Secretary and Compliance Officer, the Auditors, the Legal Advisor, Bankers to the Company, BRLM and the Registrar to the Issue to act in their respective capacities, have been obtained and will be filed along with a copy of the RHP with the ROC 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 the Prospectus for registration with the ROC.

SAP Associates, Auditors of the Company have also given their consent to the inclusion of their report as appearing hereinafter in the form and context in which appears in this DRHP and also of the tax benefits accruing to the Company and to the members of the Company and such consent and report have not been withdrawn up to the time of signing this DRHP.

L) EXPERT OPINION OBTAINED, IF ANY

Except as stated in "Statement of Tax Benefits", the Company has not obtained any expert opinion.

M) EXPENSES OF THE ISSUE

The Management estimates an expense or Rs. 500 Lacs towards issue expense. 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. The estimated Issue expenses are as follows:

(Rs. in Lacs)

Sr. No.	Nature of Expenses	Amount	% to the Total Expenses	% to the Issue
1.	Fees to intermediaries	300.00	60.00	3.53
2.	Advertising and marketing expenses	75.00	15.00	0.88
3.	Printing and Stationary & Distribution	85.00	17.00	1.00
4.	Others (Legal Fee, Listing Fee, etc)	40.00	8.00	0.47
	Total Estimated Issue expenses	**500.00**	**100.00**	**5.88**

N) DETAILS OF FEE PAYABLE

Book Running Lead Manager to the Issue

The total fees payable to the Book Running Lead Manager will be as per the Memorandum of Understanding signed with the Lead Manager, a copy of which is available for inspection at the Registered Office of the Company. The Lead Manager will be reimbursed for all relevant out-of-pocket expenses such as cost of travel, stationery, postage and communication expenses.

Fees Payable to the Registrar to the Issue

The fees payable by the Company to the Registrar to the Issue for processing of application, data entry, printing of CAN/ refund order, preparation of refund data on magnetic tape, printing of bulk mailing register will be as per the Memorandum of Understanding signed with the Company dated September 15, 2010.

The Registrar to the Issue will be reimbursed for all out-of-pocket expenses including cost of stationery, postage, stamp duty and communication expenses. Adequate funds will be provided by the Company to the Registrar to the Issue to enable them to send refund orders or Allotment advice by registered post/ speed post/ under certificate of posting.

O) UNDERWRITING COMMISSION, BROKERAGE AND SELLING COMMISSION

The underwriting commission and the selling commission for the Issue are as set out in the Syndicate Agreement amongst the Company, the BRLM and the Syndicate Member. The underwriting commission shall be paid as set out in the Syndicate Agreement based on the Issue price and the amount underwritten in the manner mentioned on page no. 18 of this DRHP.

P) PREVIOUS PUBLIC OR RIGHTS ISSUE

The Company has not made any public or rights issue of shares either in India or abroad in the ten years preceding the date of this DRHP.

Q) PREVIOUS ISSUE OF SHARES OTHERWISE THAN FOR CASH

We have issued equity shares in the past as bonus by capitalizing free reserves. The details of which are given hereinunder. Other than this we have not issued any equity shares for consideration otherwise than for cash.

Date of issue	Number of shares issued	Bonus Ratio
May 26, 2005	17,21,200	1:2
December 26, 2006	12,12,266	1:6
December 29, 2007	11,32,875	1:9
June 30, 2008	17,12,678	1:7

R) COMMISSION AND BROKERAGE ON PREVIOUS ISSUES

Since this is the initial public offer of the Company, no sum has been paid or has been payable as commission or brokerage for subscribing to or procuring or agreeing to procure subscription for any of the Equity Shares since inception of the Company.

S) CAPITAL ISSUE DURING THE LAST THREE YEARS

Rama Medicares Limited and its group companies have not made any capital issue during the last three years.

T) PROMISE VIS-A-VIS PERFORMANCE

This is a first issue of the Company and none of its group companies are listed on any stock exchanges in India.

U) OUTSTANDING DEBENTURES OR BONDS AND REDEEMABLE PREFERENCE SHARES AND OTHER INSTRUMENTS

There are no outstanding debentures or bonds or redeemable preference shares and other instruments issued by the company as on the date of this DRHP.

V) STOCK MARKET DATA

This being an initial public offering of the Company, the Equity Shares are not listed on any stock exchange.

W) INVESTOR GRIEVANCES AND REDRESSAL SYSTEM

The company has appointed the registrar to the issue, to handle the investor grievances in co-ordination with the Compliance Officer of the Company. All grievances relating to the present issue may be addressed to the Registrar with a copy to the Compliance Officer, giving full details such as name, address of the applicant, number of equity shares applied for, amount paid on application and bank and branch. The Company would monitor the work of the registrar to ensure that the investor grievances are settled expeditiously and satisfactorily.

The Registrar to the issue, namely, Karvy Computershare Limited, will handle investor's grievances pertaining to the issue. A fortnightly status report of the complaints received and redressed by them would be forwarded to the company. The Company would also be co-ordinating with the registrar to the issue in attending to the grievances to the investor. The Company assures that the Board of Directors in respect of the complaints, if any, to be received shall adhere to the following schedules:

Sr. No.	Nature of complaint	Time Table
1.	Non-receipt of refund	Within 7 days of receipt of complaint subject to production of satisfactory evidence
2.	Non Receipt of Share Certificate / Demat Credit	Within 7 days of receipt of complaint subject to production of satisfactory evidence
3.	Any other complaint in relation to Public Issue	Within 7 days of receipt of complaint with all relevant details

Redressals of investors' grievance are given top priority by the Company. The Committee oversees redressal of complaints of shareholders/investors and other important investor related matters. The Company has adequate arrangements for redressal of investor complaints as follows:

Share transfer/ dematerialisation/ rematerialisation are handled by well equipped professionally managed Registrar and Transfer Agent, appointed by the Company in terms of SEBI's direction for appointment of Common Agency for physical as well as demat shares. The Registrars are constantly monitored and supported by qualified and experienced personnel of the Company.

We have appointed Ms. Nidhi Agarwal, Company Secretary as the Compliance Officer and she may be contacted in case of any pre-issue or post-issue problems. He can be contacted at the following address:

Ms. Nidhi Agarwal
Company Secretary & Compliance Officer
Rama Medicares Limited
117/K-137, Sarvodaya Nagar,
Kanpur - 208005, Uttar Pradesh;
Tel.: +91-0512-2584225/2584226; **Fax**: +91-0512-2585041
E-mail: ipo@ramamedicare.com;

X) CHANGES IN AUDITORS

There has been no change in the auditor of the Company since past three years.

Y) CAPITALIZATION OF RESERVES OR PROFITS DURING LAST 5 YEARS

Following are the details of the Equity Shares issued by capitalizing reserves or profits.

Date of issue	Number of shares issued	Bonus Ratio
May 26, 2005	17,21,200	1:2
December 26, 2006	12,12,266	1:6
December 29, 2007	11,32,875	1:9
June 30, 2008	17,12,678	1:7

Z) REVALUATION OF ASSETS DURING THE LAST 5 YEARS

The company has not revalued its assets during the last 5 years.

SECTION VI - OFFERING INFORMATION

A) TERMS OF THE ISSUE

The Equity Shares being offered are subject to the provisions of the Companies Act, our Memorandum and Articles of Association, the terms of this Draft Red Herring Prospectus, the Prospectus, the 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 as applicable, guidelines, notifications and regulations relating to the issue of capital and listing and trading of securities issued from time to time by SEBI, Government of India, the Stock Exchanges, the Reserve Bank of India, ROC and/ or other authorities, as in force on the date of the Issue and to the extent applicable.

RANKING OF EQUITY SHARES

The Equity Shares being offered shall be subject to the provisions of the Companies Act, our Memorandum and Articles of Association and shall rank pari passu in all respects with the existing Equity Shares including rights in respect of dividend. The Allottees will be entitled to dividend or any other corporate benefits, if any, declared by the Company after the date of allotment.

MODE OF PAYMENT OF DIVIDEND

We shall pay dividend to our shareholders as per the provisions of the Companies Act, 1956.

FACE VALUE AND ISSUE PRICE

The face value of the Equity Shares is Rs. 10/- each and the Floor Price is Rs. [●] and the Cap Price is Rs. [●] per Equity Share. At any given point of time there shall be only one denomination for the Equity Shares subject to the applicable laws.

RIGHTS OF THE EQUITY SHAREHOLDERS

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 annual reports and notices to members;
- 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, 1956 and the Memorandum and Articles of Association of the Company.

MARKET LOT

In terms of Section 68B of the Companies Act, 1956, the Equity Shares of the Company shall be allotted only in dematerialized form. In terms of existing SEBI Regulations, the trading in the Equity Shares of the Company shall only be in dematerialized form for all investors. Since trading of our Equity Shares will be in dematerialized mode, the tradable lot is one equity share. Allotment of Equity

Shares through this Issue will be done only in electronic form in multiples of one Equity Share subject to a minimum Allotment of [●] Equity Shares.

NOMINATION FACILITY TO INVESTOR

In accordance with Section 109A of the Companies Act, the sole or first Bidder, along with other joint Bidder(s), may nominate any one person in whom, in the event of death of the 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 / transfer / alienation of Equity Share(s) by the person nominating. A buyer will be entitled to make a fresh nomination in the manner prescribed. A fresh nomination can be made only on the prescribed form available on request at the registered office of the Company or at the registrar and transfer agent of the Company.

In accordance with Section 109B of the Companies Act, any person who becomes a nominee by virtue of the provisions of Section 109A of the Companies Act, shall upon the production of such evidence as may be required by our 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, our 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 90 days, our Board may thereafter withhold payment of all dividends, bonuses or other monies 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 dematerialized form, there is no need to make a separate nomination with us. Nominations registered with the respective depository participant of the applicant would prevail. If the investors require changing the nomination, they are requested to inform their respective depository participant.

MINIMUM SUBSCRIPTION

If we do not receive the minimum subscription of 90% of the Issue to the extent of the amount including devolvement of the members of the Syndicate, if any, within 60 days from the Bid / Issue Closing Date, we shall forthwith refund the entire subscription amount received. If there is a delay beyond 8 days after we become liable to pay the amount, we shall pay interest as per Section 73 of the Companies Act.

ARRANGEMENTS FOR DISPOSAL OF ODD LOTS

The Company has not made any arrangements for the disposal of odd lots.

RESTRICTIONS ON TRANSFER OF SHARES

Except for lock-in of the pre-Issue Equity Shares, Promoter's minimum contribution as detailed in 'Capital Structure' on page 19, and except as provided in the Articles, there are no restrictions on transfers of Equity Shares. There are no restrictions on transfers and transmission of shares / debentures and on their consolidation / splitting.

B) ISSUE STRUCTURE

Public Issue of [●] Equity Shares of face value Rs.10/- each for cash by the company issued at a price of Rs. [●] per Equity Share, aggregating Rs. 8500.00 Lacs (hereinafter referred to as the "Issue"). The Issue would constitute [●] % of the post Issue paid-up capital of the Company. The Issue is being made through the 100% Book Building Process:

Particulars	QIBs	Non-Institutional Bidders	Retail Individual Bidders
Number of Equity Shares*	Upto [●] Equity Shares will be allotted to QIBs.	Not less than [●] Equity Shares shall be available for allocation.	Not less than [●] Equity Shares shall be available for allocation.
Percentage of Issue Size available for allocation	Upto 50% of the Issue (of which 5% shall be reserved for Mutual Funds) Mutual Funds participating in the 5% reservation in the QIB Portion will also be eligible for allocation in the remaining QIB Portion. The unsubscribed portion, if any, in the Mutual Fund reservation will be available to QIBs.*	Not less than 15% of the Issue or Net Issue less allocation to QIBs and Retail Portion*	Not less than 35% of the Issue or Issue less allocation to QIBs and Non-Institutional Portion.*
Basis of allocation if respective category is oversubscribed	Proportionate (a) [●] Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds; and (b) [●] Equity Shares shall be allotted 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 that the Bid Amount exceeds Rs.100,000 and in multiples of [●] Equity Shares thereafter.	Such number of Equity Shares that the Bid Amount exceeds Rs 100,000 and in multiples of [●] Equity Shares thereafter.	[●] Equity Shares and in multiples of [●] Equity Share thereafter.
Maximum Bid	Not exceeding the size of the Issue subject to regulations as applicable to the Bidder	Not exceeding the size of the Issue subject to regulations as applicable to the Bidder	Such number of Equity Shares per Retail Individual Bidder so as to ensure that the Bid Amount does not exceed Rs.100,000.

Particulars	QIBs	Non-Institutional Bidders	Retail Individual Bidders
Mode of Allotment	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.
Trading Lot	One Equity Share	One Equity Share	One Equity Share
Who can Apply **	Public financial institutions specified in Section 4A of the Companies Act, FIIs (and their subaccounts registered with SEBI, other than a sub-account which is a foreign corporate or foreign individual), scheduled commercial banks, mutual funds registered with SEBI, multilateral and bilateral development financial institutions, FVCIs registered with SEBI (subject to receipt of appropriate approvals by the FVCI from the appropriate regulatory authority), venture capital funds registered with the SEBI, state industrial development corporations, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds (subject to applicable law) with a minimum corpus of Rs. 250 million, pension funds with a minimum corpus of Rs. 250 million, the National Investment Fund set up by resolution F. No. 2/3/2005-DD-II dated November 23, 2005 of GoI published in the Gazette of India and insurance funds set up and managed by the	Resident Indian individuals, HUFs (in the name of Karta), companies, corporate bodies, Eligible NRIs, scientific institutions societies and trusts, and any FII sub-account registered with SEBI, which is a foreign corporate or foreign individual	Individuals (including HUFs in the name of karta) applying for Equity Shares such that the Bid Amount per Retail Individual Bidder does not exceed Rs.100,000 in value.

Particulars	QIBs	Non-Institutional Bidders	Retail Individual Bidders
	Army, Navy or Air Force of the Union of India		
Terms of Payment	Amount shall be payable at the time of submission of Bid-cum-Application Form to the Member of Syndicate or the Application Supported by Blocked Amount to SCSBs.	Amount shall be payable at the time of submission of Bid-cum-Application Form to the Member of Syndicate or the Application Supported by Blocked Amount to SCSBs.	Amount shall be payable at the time of submission of Bid - cum - Application Form to the Member of Syndicate or the Application Supported by Blocked Amount to SCSBs.
Margin Amount	Full Bid Amount on Bidding.	Full Bid Amount on Bidding.	Full Bid Amount on Bidding.

* Subject to valid Bids being received at or above the Issue Price, under-subscription, if any, in any of the above categories would be allowed to be met with spillover inter-se from any of the other categories, at the sole discretion of the Company, the BRLM and subject to applicable provisions of the SEBI Regulations.

** 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 in the same sequence in which they appear in the Bid-cum-Application Form.

Note: If the aggregate demand by Mutual Funds is less than [●] Equity Shares, the balance Equity Shares available for allocation in the Mutual Fund reservation will first be added to the QIB Portion and be allocated proportionately to the QIB Bidders in proportion to their Bids.

Withdrawal of this Issue

The Company, in consultation with the BRLM, reserves the right not to proceed with the issue after the bidding and if so, the reason thereof shall be given as a public notice within two days of the closure of the issue. The public notice shall be issued in the same newspapers where the pre-issue advertisement had appeared. The stock exchanges where the specified securities were proposed to be listed shall also be informed promptly. If the Company withdraws the Issue after the Bid/Issue Closing Date and thereafter determines that it will proceed with an initial public offering of its Equity Shares, it shall file a fresh draft red herring prospectus with the SEBI.

Bidding/Issue Programme

BID/ISSUE OPENS ON	**[●]**
BID/ISSUE CLOSES ON	**[●]**

Bids and any revision in Bids shall be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) during the Bidding Period as mentioned above at the bidding centres mentioned on the Bid cum Application Form. On the Bid/Issue Closing Date, Bids (excluding the ASBA Bidders) shall be uploaded until (i) 4.00 p.m. in case of Bids by QIB Bidders, Non- Institutional Bidders (ii) until 5.00 p.m. or such extended time as permitted by the NSE and the BSE, in case of Bids by Retail Individual Bidders. It is clarified that Bids not uploaded in the book, would be rejected. Bids by ASBA Bidders shall be uploaded by the SCSB in the electronic system to be provided by the NSE and the BSE.

In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical Bid form, for a particular bidder, the details as per physical application form of that Bidder may be taken as the final data for the purpose of allotment. In case of discrepancy in the data entered in the electronic book vis-à-vis the data contained in the physical or electronic Bid cum Application Form submitted through the ASBA process, for a particular ASBA Bidder, the Registrar to the Issue shall ask for rectified data from the SCSB.

Due to limitation of time available for uploading the Bids on the Bid / Issue Closing date, the bidders are advised to submit their Bids one day prior to the Bid / Issue Closing Date and, in any case, no later than the times mentioned above on the Bid / Issue Closing Date. All times are Indian Standard Time. Bidders are cautioned that in the event a large number of Bids are received on the Bid / Issue Closing Date, as is typically experienced in pubic offerings, some Bids may not get uploaded due to lack of sufficient time. Such Bids that cannot be uploaded will not be considered for allocation under the Issue. If such Bids are not uploaded, the Issuer, BRLM and Syndicate member will not be responsible. Bids will be accepted only on Business Days, i.e., Monday to Friday (excluding any public holidays).

The Company reserves the right to revise the Price Band during the Bid / Issue Period in accordance with the SEBI Regulations provided that the Cap Price is less than or equal to 20% of the Floor Price. The Floor Price can be revised up or down to a maximum of 20% of the Floor Price advertised at least one day before the Bid / Issue Opening Date.

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 the Bidding Period/Issue Period not exceeding 10 working days. Any revision in the Price Band and the revised Bidding Period/Issue Period, if applicable, will be widely disseminated by notification to the BSE and the NSE, by issuing a press release, and also by indicating the change on the web sites of the Book Runners at the terminals of the Syndicate.

C) ISSUE PROCEDURE

This section applies to all Bidders. Please note that all Bidders can participate in the Issue through the ASBA process. ASBA Bidders should note that the ASBA process involves application procedures that are different from the procedure applicable to Bidders other than the ASBA Bidders. Bidders applying through the ASBA process should carefully read the provisions applicable to such applications before making their application through the ASBA process. Please note that all the Bidders are required to make payment of the full Bid Amount along with the Bid cum Application Form.

BOOK BUILDING PROCEDURE

The Issue is being made through the 100% Book Building Process wherein at upto 50% of the Issue shall be allocated to QIBs on a proportionate basis. Out of the QIB Portion, 5% shall be available for allocation on a proportionate basis to Mutual Funds only. The remainder shall be available for allocation on a proportionate basis to QIBs and Mutual Funds, subject to valid Bids being received from them at or above the Issue Price. Further, not less than 15% of the Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% of the Issue will be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

All Bidders other than the ASBA Bidders are required to submit their Bids through the Syndicate. ASBA Bidders are required to submit their Bids to the SCSBs. Bids by QIBs shall be submitted only to the BRLM, other than Bids by QIBS who Bid through the ASBA process, who shall submit the Bids to the Designated Branch of the SCSBs.

Investors should note that the Equity Shares will be allotted to all successful Bidders only in dematerialised form.

The Bid cum Application Forms which do not have the details of the Bidders' depository account shall be treated as incomplete and rejected. Bidders will not have the option of being Allotted Equity Shares in physical

BID CUM APPLICATION FORM

The prescribed colour of the Bid cum Application Form for various categories is as follows:

Category	Colour of Bid cum Application Form
Resident Indians, Eligible NRIs applying on a non-repatriation basis	[●]
Eligible NRIs and FIIs applying on a repatriation basis	[●]
Resident ASBA Bidders	[●]
Non-Resident ASBA Bidders	[●]

Bidders (other than ASBA Bidders) are required to submit their Bids through the Syndicate. Such 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 the 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.

ASBA Bidders shall submit an ASBA Bid cum Application Form to the SCSB authorising blocking of funds that are available in the bank account specified in the ASBA Bid cum Application Form only.

Upon the filing of the Prospectus with the RoC, the Bid cum Application Form shall be considered as the Application Form. Upon completion and submission of the Bid cum Application Form to a Syndicate or the SCSB, the Bidder or the ASBA Bidder is deemed to have authorised the Company to make the necessary changes in the Red Herring Prospectus 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 or the ASBA Bidder.

Who can Bid?

- Persons eligible to invest under all applicable laws, rules, regulations and guidelines;
- Indian nationals resident in India who are not minors 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 authorized to invest in the equity shares;
- Mutual Funds registered with SEBI;
- Eligible NRIs on a repatriation basis or on a non-repatriation basis, subject to applicable laws. NRIs other than Eligible NRIs are not eligible to participate in this issue;
- Indian Financial Institutions, commercial banks, regional rural banks, co-operative banks (subject to RBI and the SEBI Regulations and regulations, as applicable);
- FIIs and sub-accounts registered with SEBI, other than a sub-account which is a foreign corporate or a foreign individual;
- Sub-accounts of FIIs registered with SEBI, which are foreign corporate or foreign individuals, only under the Non Institutional Bidders Category.
- FIIs registered with SEBI;
- Venture Capital Funds registered with SEBI;
- Foreign Venture Capital Investors registered with SEBI,
- Multilateral and Bilateral development financial institutions
- State Industrial Development Corporations;
- Trusts/ societies registered under the Societies Registration Act, 1860, as amended, or under any other law relating to trusts/ societies and who are authorized under their constitution to hold and invest in equity shares;
- Scientific and/or industrial research organizations authorized to invest in equity shares;
- Insurance Companies registered with Insurance Regulatory and Development Authority, India;
- Provident Funds with minimum corpus of Rs. 250 million and who are authorized under their constitution to hold and invest in equity shares;
- Pension Funds with a minimum corpus of Rs. 250 million and who are authorized under their constitution to hold and invest in equity shares; and

- National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of Government of India published in the Gazette of India; and

As per the existing regulations, OCBs cannot participate in this Issue.

Participation by associates of BRLM and Syndicate Member

The BRLM and Syndicate Member shall not be allowed to subscribe to this Issue in any manner except towards fulfilling their underwriting obligations. However, associates and affiliates of the BRLM and Syndicate Member may subscribe for Equity Shares in the Issue, either in the QIB Portion and Non-Institutional Portion where the allotment is on a proportionate basis.

Bids by Mutual Funds

An eligible Bid by a Mutual Fund shall first be considered for allocation proportionately in the Mutual Funds Portion. In the event that the demand is greater than [●] Equity Shares, allocation shall be made to Mutual Funds proportionately, to the extent of the Mutual Fund Portion. The remaining demand by Mutual Funds shall, as part of the aggregate demand by QIBs, be available for allocation proportionately out of the remainder of the QIB Portion, after excluding the allocation in the Mutual Funds Portion.

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.

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 capital carrying voting rights.

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 Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares bid for do not exceed the applicable limits under laws or regulations.

Bids by Eligible NRIs

Bid cum Application Forms have been made available for Eligible NRIs at the registered office of the Company and with members of the Syndicate and the Registrar to the Issue.

Eligible NRI applicants should note that only such Bids as are accompanied by payment in free foreign exchange shall be considered for Allotment. The Eligible NRIs who intend to make payment through Non-Resident Ordinary (NRO) accounts shall use the Bid cum Application Form meant for Resident Indians.

Bids 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 paid- up capital. In respect of an FII investing in the 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 of the Company or 5% of the total issued capital, in case such sub-account is a foreign corporate or an individual.

Subject to compliance with all applicable Indian laws, rules, regulations, guidelines and approvals in terms of Regulation 15A(1) of the Securities Exchange Board of India (Foreign Institutional Investors) Regulations 1995, as amended, an FII or its sub-account may issue, deal or hold, offshore derivative instruments such as Participatory Notes, equity-linked notes or any other similar instruments against underlying securities listed or proposed to be listed in any stock exchange in India only in favour of those entities which are regulated by any relevant regulatory authorities in the countries of their incorporation or establishment subject to compliance of "know your client" requirements. An FII or sub-account shall also ensure that no further downstream issue or transfer of any instrument referred to hereinabove is made to any person other than a regulated entity.

Bids 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 registered with SEBI in one company should not exceed 25% of the corpus of the venture capital fund; a Foreign Venture Capital Investor can invest its entire funds committed for investments into India in one company. Further, Venture Capital Funds and Foreign Venture Capital Investors can invest only up to 33.33% of the funds available for investment by way of subscription to an initial public offer.

The above information is given for the benefit of the Bidders. The Company and the Book Runners are not liable for any amendments or modification or changes in applicable laws or regulations, which may occur after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the 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 [●] Equity Shares and in multiples of [●] 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 such that the Bid Amount exceeds Rs.100,000 and in multiples of [●] Equity Shares thereafter. A Bid cannot be submitted for more than the Issue. However, the maximum Bid by a QIB investor should not exceed the investment limits prescribed for them by applicable laws. **Under the existing SEBI Regulations, a QIB Bidder cannot withdraw its Bid after the Bid/Issue Closing Date and is required to pay QIB Margin Amount upon submission of the Bid.**

In case of revision in Bids, the Non-Institutional Bidders, who are individuals, have to ensure that the Bid Amount is greater than Rs. 100,000 for being considered for allocation in the Non-Institutional Portion. In case the Bid Amount 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 allotment under the Retail Portion. Non-Institutional Bidders and QIBs are not allowed to Bid at 'Cut-Off'.

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 or regulation or as specified in this Draft Red Herring Prospectus.

Information for the Bidders:

(a) The 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 the Designated Stock Exchange and also publish the same in three widely circulated newspapers (one each in English and Hindi). The Company may not disclose the floor price or price band in the Red Herring Prospectus if the same is disclosed at least two working days before the opening of the bid, by way of an announcement in all the newspapers in which the pre-issue advertisement was released by the Company or the BRLM.

(b) Our Company will file the Red Herring Prospectus with the RoC at least three days before the Bid / Issue Opening Date.

(c) Copies of the Bid cum Application Form and copies of the Red Herring Prospectus will be available with the Syndicate. The SCSBs shall ensure that the abridged prospectus is made available on their websites.

(d) Any Bidders (who is eligible to invest in the Equity Shares) who would like to obtain the Red Herring Prospectus and / or the Bid cum Application Form can obtain the same from the Registered Office or from any member of the Syndicate or the SCSBs.

(e) Eligible Bidders who are interested in subscribing for the Equity Shares should approach any of the BRLM or Syndicate Members or their authorised agent(s) to register their Bids. Bidders who wish to use the ASBA process should approach the Designated Branches of the SCSBs to register their Bids.

(f) The Bids should be submitted on the prescribed Bid cum Application Form only. Bid cum Application Forms (other than the ASBA Bid cum Application Forms) should bear the stamp of the Syndicate, otherwise they will be rejected. Bids by ASBA Bidders shall be accepted by the Designated Branches of the SCSBs in accordance with the SEBI Regulations and any circulars issued by SEBI in this regard. Bidders applying through the ASBA process also have an option to submit the ASBA Bid cum Application Form in electronic form.

The applicants may note that in case the DP ID and Client ID and PAN mentioned in the Bid cum Application Form and entered into the electronic bidding system of the Stock Exchanges by the Syndicate do not match with the DP ID and Client ID and PAN available in the Settlement Depository database, the application is liable to be rejected.

Method and Process of Bidding

(a) Our Company in consultation with the BRLM will decide the Price Band and the minimum Bid lot size for the Issue. The Syndicate and the SCSBs shall accept Bids from the Bidders during the Bid / Issue Period.

(b) The Bid / Issue Period shall be for a minimum of three Working Days and shall not exceed 10 Working Days. The Bid / Issue Period may be extended, if required, by an additional three Working Days, subject to the total Bid / Issue Period not exceeding 10 Working Days. Any revision in the Price Band and the revised Bid /

Issue Period, if applicable, will be published in two national newspapers (one each in English and Hindi) and one regional newspaper with wide circulation and also by indicating the change on the websites of the BRLM and at the terminals of the Syndicate.

(c) During the Bid / Issue Period, Bidders, other than QIBs, who are interested in subscribing for the Equity Shares should approach the Syndicate or their authorised agents to register their Bids. The Syndicate shall accept Bids from all Bidders and have the right to vet the Bids during the Bid / Issue Period in accordance with the terms of the Red Herring Prospectus. Bidders who wish to use the ASBA process should approach the Designated Branches of the SCSBs to register their Bids.

(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 entitled — "Bids at Different Price Levels" below) 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 / Allotment and the rest of the Bid(s), irrespective of the Bid Amount, 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 or the SCSBs. Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate or SCBS 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 entitled — "Build up of the Book and Revision of Bids".

(f) Except in relation to the Bids received from the Syndicate / the SCSBs 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) Along with the Bid cum Application Form, all Bidders (other than ASBA Bidders) will make payment in the manner described in — "Payment into Escrow Account for Bidders other than ASBA Bidders" on page 194.

(h) Upon receipt of the ASBA Bid cum Application Form, submitted whether in physical or electronic mode, the Designated Branch of the SCSB shall verify if sufficient funds equal to the Bid Amount are available in the ASBA Account, as mentioned in the ASBA Bid cum Application Form, prior to uploading such Bids with the Stock Exchanges.

(i) If sufficient funds are not available in the ASBA Account, the Designated Branch of the SCSB shall reject such Bids and shall not upload such Bids with the Stock Exchanges.

(j) If sufficient funds are available in the ASBA Account, the SCSB shall block an amount equivalent to the Bid Amount mentioned in the ASBA Bid cum Application Form and will enter each Bid option into the electronic bidding system as a separate Bid and generate a TRS for each price and demand option. The TRS shall be furnished to the ASBA Bidder on request.

(k) The Bid Amount shall remain blocked in the aforesaid ASBA Account until finalisation of the Basis of Allotment and consequent transfer of the Bid Amount against the Allotted Equity Shares to the Public Issue Account, or until withdrawal / failure of the Issue or until withdrawal / rejection of the ASBA Bid cum Application Form, as the case may be. Once the Basis of Allotment is finalized, the Registrar to the Issue shall send an appropriate request to the Controlling Branch of the SCSB for unblocking the relevant ASBA Accounts and for transferring the amount allocable to the successful Bidders to the Public Issue Account. In case of withdrawal / failure of the Issue, the blocked amount shall be unblocked on receipt of such information from the Registrar to the Issue.

Bids at Different Price Levels and Revision of Bids

1. 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 Individual 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, Non-Institutional Bidders bidding in excess of Rs. 100,000 and such bids shall be rejected.

2. Retail Individual Bidders who bid at the Cut-Off Price agree that they shall purchase the Equity Shares at any 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 subscription 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.

3. 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 members of the Syndicate 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 Draft 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 such Bidder is deemed to have approved such revised Bid at Cut-off Price.

4. 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.

5. In the event of any revision in the Price Band, whether upwards or downwards, the minimum application size shall remain [●] 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.

6. During the Bidding/ Issue 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.

7. Revisions can be made in both the desired number of Equity Shares and the Bid price by using 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 complete all 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.

8. The Bidder can make this revision any number of times during the Bidding/ Issue 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 place the original Bid.

9. 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.

10. 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 Draft Red Herring Prospectus. In case of the QIB Bidders, the members of the Syndicate shall collect the payment in the form of cheque or demand draft or electronic transfer of funds through RTGS 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.

11. 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 revision of the original bid.**

Electronic Registration of Bids

(a) The Syndicate and the SCSBs will register the Bids using the on-line facilities of the Stock Exchanges.

(b) The Syndicate and the SCSBs will undertake modification of selected fields in the Bid details already uploaded within one Working Day from the Bid / Issue Closing Date.

(c) There will be at least one on-line connectivity facility in each city, where a stock exchange is located in India and where Bids are being accepted. The BRLM, our Company and the Registrar are not responsible for any acts, mistakes or errors or omission and commissions in relation to, (i) the Bids accepted by the Syndicate Members and the SCSBs, (ii) the Bids uploaded by the Syndicate Members and the SCSBs, (iii) the Bids accepted but not uploaded by the Syndicate Members and the SCSBs or (iv) with respect to ASBA Bids, Bids accepted and uploaded without blocking funds in the ASBA Accounts. However, the Syndicate and / or the SCSBs shall be responsible for any error in the Bid details uploaded by them. It shall be presumed that for Bids uploaded by the SCSBs, the Bid Amount has been blocked in the relevant ASBA Account.

(d) The Stock Exchanges will offer an electronic facility for registering Bids for the Issue. This facility will be available with the Syndicate and their authorised agents and the SCSBs during the Bid / Issue Period. The Syndicate Members and the Designated Branches of the SCSBs 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 regular basis. On the Bid / Issue Closing Date, the Syndicate and the Designated Branches of the SCSBs shall upload the Bids till such time as may be permitted by the Stock Exchanges. This information will be available with the BRLM on a regular basis.

(e) Based on the aggregate demand and price for Bids registered on the electronic facilities of the Stock Exchanges, a graphical representation of consolidated demand and price as available on the websites of the Stock Exchanges would be made available at the Bidding centres during the Bid / Issue Period.

(f) At the time of registering each Bid other than ASBA Bids, the Syndicate shall enter the following details of the Bidders in the on-line system:

- Name of the Bidder: Bidders should ensure that the name given in the Bid cum Application Form is exactly the same as the name in which the Depositary Account is held. In case the Bid cum Application Form is submitted in joint names, Bidders 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, FII, NRI, Mutual Fund, etc.
- Numbers of Equity Shares Bid for.
- Bid Amount.
- Cheque Details.

- Bid cum Application Form number.
- DP ID and client identification number of the beneficiary account of the Bidder.
- PAN.
- With respect to ASBA Bids, at the time of registering each Bid, the Designated Branches of the SCSBs shall enter the following information pertaining to the Bidder into the online system:
- Name of the Bidder(s);
- Application Number;
- PAN (of First Bidder, in case of more than one Bidder);
- Investor Category and Sub-Category:

Retail	Non- Institutional	QIB
(No sub category)	• Individual • corporate • other	• Mutual Funds • Financial Institutions • Insurance companies • Foreign Institutional Investors other than corporate and individual sub-accounts

- Shareholder (if reservation);
- DP ID and client identification number;
- Beneficiary account number of Equity Shares Bid for;
- Quantity;
- Bid Amount and
- Bank account number;

(g) 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 Syndicate or the Designated Branches of the SCSBs. The registration of the Bid by the member of the Syndicate or the Designated Branches of the SCSBs does not guarantee that the Equity Shares shall be allocated / Allotted either by the Syndicate or our Company.

(h) Such TRS will be non-negotiable and by itself will not create any obligation of any kind.

(i) In case of QIB Bidders, only the BRLM and their Affiliate Syndicate Members have the right to accept the Bid or reject it. However, such rejection shall be made at the time of receiving the Bid and only after assigning a reason for such rejection in writing. In case of Non-Institutional Bidders and Retail Individual Bidders will be rejected on technical grounds listed on page 196. The Members of the Syndicate may also reject Bids if all the information required is not provided and the Bid cum Application Form is incomplete in any respect. The SCSBs shall have no right to reject Bids, except on technical grounds.

(j) The permission given by the Stock Exchanges 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 the Stock Exchanges; 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, the Promoter, the management or any scheme or

project of our Company; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Draft Red Herring Prospectus; nor does it warrant that the Equity Shares will be listed or will continue to be listed on the Stock Exchanges.

(k) Only Bids that are uploaded on the online IPO system of the Stock Exchanges shall be considered for allocation / Allotment. Members of the Syndicate will be given up to one day after the Bid / Issue Closing Date to verify the information uploaded in the online IPO system during the Bid / Issue Period after which the date will be sent to the Registrar for reconciliation and Allotment of Equity Shares. In case of any discrepancy of data between the BSE or the NSE and the Members of the Syndicate or the Designated Branches of the SCSBs, the decision of our Company, in consultation with the BRLM and the Registrar, based on the physical records of Bid Cum Application Forms shall be final and binding on all concerned. If the Syndicate Member finds any discrepancy in the DP name, DP Id and the Client Id, the Syndicate Member will correct the same and send the data to the Registrar for reconciliation and Allotment of Equity Shares.

Build up of the book and revision of Bids:

(a) Bids received from various Bidders through the Syndicate and the SCSBs shall be electronically uploaded to the Stock Exchanges' 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 at the end of the Bid / Issue Period.

(c) During the Bid / Issue 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 Amount 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 such Bidder 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 Syndicate and the Designated Branches of the SCSBs will not accept incomplete or inaccurate Revision Forms.

(e) The Bidder can make this revision any number of times during the Bid / Issue Period. However, for any revision(s) in the Bid, the Bidders will have to use the services of the same member of the Syndicate or the SCSB through whom such Bidder had placed the original Bid. 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.

(f) In case of an upward revision in the Price Band announced as above, Retail Individual Bidders and who had Bid at Cut-off Price could either (i) revise their Bid or (ii) shall make additional payment based on the cap of the revised Price Band (such that the total amount i.e., original Bid Amount plus additional payment does not exceed Rs. 100,000 if the Bidder wants to continue to Bid at Cut-off Price), with the Syndicate to whom the original Bid was submitted. In case the total amount (i.e., original Bid Amount plus additional payment) exceeds Rs. 100,000, the Bid will be considered for allocation under the Non-Institutional Portion in terms of this Draft 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 cap of the Price Band prior to revision, the number of Equity Shares Bid for shall be adjusted downwards for the purpose of allocation, 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.

(g) 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.

(h) Our Company, in consultation with the BRLM, shall decide the minimum number of Equity Shares for each Bid to ensure that the minimum application value is within the range of Rs. 5,000 to Rs. 7,000.

(i) 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. With respect to the ASBA Bids, if revision of the Bids results in an incremental amount, the relevant SCSB shall block the additional Bid Amount. In case of Bids, other than ASBA Bids, the Syndicate shall collect the payment in the form of cheque or demand draft 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. In such cases, the Syndicate will revise the earlier Bids details with the revised Bid and provide the cheque or demand draft number of the new payment instrument in the electronic book. The Registrar will reconcile the Bid data and consider the revised Bid data for preparing the Basis of Allotment.

(j) When a Bidder revises his or her Bid, he or she shall surrender the earlier TRS and may get a revised TRS from the Syndicate or the SCSB, as applicable. 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.

Price Discovery and Allocation

(a) Based on the demand generated at various price levels, our Company in consultation with the BRLM shall finalise the Issue Price.

(b) Under-subscription, if any, in any category, except the QIB Portion, would be allowed to be met with spillover from any other category or combination of categories at the sole discretion of our Company in consultation with the BRLM.

(c) Allocation to Non-Residents, including Eligible NRIs and FIIs registered with SEBI, applying on repatriation basis will be subject to applicable law, rules, regulations, guidelines and approvals.

(d) QIB Bidders shall not be allowed to withdraw their Bid after the Bid / Issue Closing Date.

(e) The Basis of Allotment shall be put up on the website of the Registrar.

Signing of the Underwriting Agreement and the RoC Filing

(a) Our Company, the BRLM and the Syndicate Members shall enter into an Underwriting Agreement on or immediately after the finalisation of the Issue Price.

(b) After signing the Underwriting Agreement, our Company will update and file the updated Red Herring Prospectus with the RoC in accordance with the applicable law, which then would be termed as the 'Prospectus'. The Prospectus will contain details of the Issue Price, Issue size, underwriting arrangements and will be complete in all material respects.

Pre-Issue Advertisement

Subject to Section 66 of the Companies Act, our Company shall, after registering the Red Herring Prospectus with the RoC, publish a pre-Issue advertisement, in the form prescribed by the SEBI Regulations, in one English language national daily newspaper, one Hindi language national daily newspaper and one regional language daily newspaper, each with wide circulation.

Advertisement regarding Issue Price and Prospectus

Our Company 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 the Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Issuance of Confirmation of Allotment Note ("CAN")

(a) Upon approval of the Basis of Allotment by the Designated Stock Exchange, the Registrar shall send to the Syndicate a list of the Bidders who have been Allotted Equity Shares in the Issue. The approval of the Basis of Allotment by the Designated Stock Exchange for QIB Bidders may be done simultaneously with or prior to the approval of the Basis of Allotment for the Retail and Non-Institutional Bidders. However, Bidders should note that our Company shall ensure that (i) the Allotment of the Equity Shares and (ii) the instructions by the Company for the demat credit of the Equity Shares, to all Bidders in this Issue shall be done on the same date.

(b) The Registrar will then dispatch a CAN to the Bidders who have been Allotted Equity Shares in the Issue. The dispatch 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.

(c) The Issuance of CAN shall be deemed a valid, binding and irrevocable contract for the Allotment of Equity Shares to such Bidder.

Designated Date and Allotment of Equity Shares

(a) Our Company will ensure that (i) the Allotment of Equity Shares; and (ii) credit to the successful Bidder's depository account will be completed within 12 Working Days of the Bid/Issue Closing Date.

(b) In accordance with the SEBI Regulations, Equity Shares will be issued and Allotment shall be made only in the dematerialised form to the Allottees.

(c) Allottees will have the option to re-materialise the Equity Shares so Allotted 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/ Allotted to them pursuant to this Issue.

GENERAL INSTRUCTIONS

Do's:

a) Check if you are eligible to apply;

b) Ensure that you have Bid within the Price Band;

c) Read all the instructions carefully and complete the Bid cum Application Form;

d) Ensure that the details about the Depository Participant and the beneficiary account are correct as Allotment of Equity Shares will be in the dematerialised form only;

e) Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of a member of the Syndicate or with respect to ASBA Bidders, ensure that your Bid is submitted at a Designated Branch of the SCSB where the ASBA Bidder or the person whose bank account will be utilised by the Bidder for bidding has a bank account;

f) With respect to ASBA Bids ensure that the ASBA Bid cum Application Form is signed by the account holder in case the applicant is not the account holder. Ensure that you have mentioned the correct bank account number in the ASBA Bid cum Application Form;

g) Ensure that you request for and receive a TRS for all your Bid options;

h) Ensure that you have funds equal to the Bid Amount in your bank account maintained with the SCSB before submitting the ASBA Bid cum Application Form to the respective Designated Branch of the SCSB;

i) Ensure that the full Bid Amount is paid for the Bids submitted to the Syndicate and funds equivalent to the Bid Amount are blocked in case of any Bids submitted though the SCSBs.

j) Instruct your respective banks to not release the funds blocked in the bank account under the ASBA process;

k) Submit revised Bids to the same member of the Syndicate through whom the original Bid was placed and obtain a revised TRS;

l) Except for Bids submitted on behalf of the Central Government or the State Government and officials appointed by a court, all Bidders should mention their PAN allotted under the IT Act;

m) Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects;

n) Ensure that the name(s) given in the Bid cum Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case the Bid cum Application Form is submitted in joint names, ensure that the beneficiary account is also held in same joint names and such names are in the same sequence in which they appear in the Bid cum Application Form.

Don'ts:

a) Do not Bid for lower than the minimum Bid size;

b) Do not Bid / revise Bid Amount to less than the Floor Price or higher than the Cap Price;

c) Do not Bid on another Bid cum Application Form after you have submitted a Bid to the Syndicate or the SCSBs, as applicable;

d) Do not pay the Bid Amount in cash, by money order or by postal order or by stockinvest;

e) Do not send Bid cum Application Forms by post; instead submit the same to a member of the Syndicate or the SCSBs only;

f) Do not Bid at Cut-off Price (for QIB Bidders and Non-Institutional Bidders, for Bid Amount in excess of Rs. 100,000);

g) Do not Bid for a Bid Amount exceeding Rs. 100,000 (for Bids by Retail Individual Bidders);

h) Do not 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) Do not submit the GIR number instead of the PAN as the Bid is liable to be rejected on this ground; and

j) Do not submit the Bids without the full Bid Amount.

Instructions for Completing the Bid cum Application Form

Bids must be:

a) Made only in the prescribed Bid cum Application Form or Revision Form, as applicable.

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. Bidders should note that the Syndicate and / or the SCSBs, as appropriate, will not be liable for errors in data entry due to incomplete or illegible Bid cum Application Forms or Revision Forms.

c) Information provided by the Bidders will be uploaded in the online IPO system by the Syndicate and the SCSBs, as the case may be, and the electronic data will be used to make allocation / Allotment. The Bidders should ensure that the details are correct and legible.

d) For Retail Individual Bidders, the Bid must be for a minimum of [●] Equity Shares and in multiples of [●] thereafter subject to a maximum Bid Amount of Rs. 100,000.

e) For Non-Institutional Bidders and QIB Bidders, Bids must be for a minimum of such number of Equity Shares that the Bid Amount exceeds or equal to Rs. 100,000 and in multiples of [●] 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 Equity Shares that can be held by them under the applicable laws or regulations.

f) In single name or in joint names (not more than three, and in the same order as their Depository Participant details).

g) 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 PAN, Depository Account and Bank Account Details

Bidders should note that on the basis of PAN of the Bidders, DP ID and beneficiary account number provided by them in the Bid cum Application Form, the Registrar will obtain from the Depository the demographic details including address, Bidders bank account details, MICR code and occupation (hereinafter referred to as "Demographic Details"). These bank account details would be used for giving refunds (including through physical refund warrants, direct credit, NECS, NEFT and RTGS) or unblocking of ASBA Account. 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 despatch/ credit of refunds to Bidders or unblocking of ASBA Account at the Bidders sole risk and neither the BRLM or the Registrar or the Escrow Collection Banks or the SCSBs nor our Company shall have any responsibility and undertake any liability for the same. Hence, Bidders should carefully fill in their Depository Account details in the Bid cum Application Form.

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.

These Demographic Details would be used for all correspondence with the Bidders including mailing of the CANs/Allotment Advice and printing of Bank particulars on the refund orders. 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.

By signing the Bid cum Application Form, the Bidder would have deemed to have authorized the Depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records.

In case of Bidders not receiving refunds through electronic transfer of funds, 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 dispatch of refund orders. Please note that any such delay shall be at the Bidders sole risk and neither the Bank, the Registrar, Escrow Collection Bank(s) nor the BRLM and Co-BRLM shall be liable to compensate the Bidder for any losses caused to the Bidder due to any such delay or pay any interest for such delay. In case of Bidders receiving refunds through electronic modes, Bidders may note that refunds may get delayed if Bank particulars obtained from the Depository Participant are incorrect.

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, then such Bids are liable to be rejected.

Our Company in their absolute discretion, reserve the right to permit the holder of the power of attorney to request the Registrar that for the purpose of printing particulars on the refund order and mailing of the refund order/CANs/allocation advice/ refunds through electronic transfer of funds, the Demographic Details given on the Bid cum Application Form should be used (and not those obtained from the Depository of the Bidder). In such cases, the Registrar shall use Demographic Details as given in the Bid cum Application Form instead of those obtained from the depositories.

Refunds, dividends and other distributions, if any, will be payable in Indian Rupees only at the prevailing exchange rate 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 dispatched 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.

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 and Articles of Association and/or bye laws must be along with the Bid cum Application Form. Failing this, we reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

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. In case of Bids made by Mutual Funds, venture capital funds registered with SEBI and FVCIs, a certified copy of their SEBI registration certificate must be lodged along with the Bid cum Application Form. Failing this, the Company reserves the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

In case of the 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, we reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

In case of the 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, we reserve the right to accept or reject any Bid in whole or in part, in either case, without assigning any reason therefore.

We, in our absolute discretion, reserves the right to relax the above condition of simultaneous submission of the power of attorney along with the Bid cum Application Form, subject to such terms and conditions that we and the BRLM may deem fit.

PAYMENT INSTRUCTIONS

Escrow Mechanism for Bidders other than ASBA Bidders

Our Company and the Syndicate shall open Escrow Account(s) with one or more Escrow Collection Bank(s) 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 Amount from Bidders would be deposited in the Escrow Account.

The Escrow Collection Banks will act in terms of the Red Herring Prospectus and the Escrow Agreement. The
Escrow Collection Banks for and on behalf of the Bidders shall maintain the monies in the Escrow Account until the Designated Date. The Escrow Collection Banks 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 funds represented by allocation of Equity Shares (other than ASBA funds with the SCSBs) from the Escrow Account, as per the terms of the Escrow Agreement, into the Public Issue Account with the Bankers to the Issue. The balance amount after transfer to the Public Issue Account shall be transferred to the Refund Account. Payments of refund to the Bidders shall also be made from the Refund Account as per the terms of the Escrow Agreement and the Red Herring Prospectus.

The Bidders should note that the escrow mechanism is not prescribed by SEBI and has been established as an arrangement between our Company, the Syndicate, the Escrow Collection Banks and the Registrar to facilitate collections from the Bidders.

Payment mechanism for ASBA Bidders

The ASBA Bidders shall specify the bank account number in the ASBA Bid cum Application Form and the SCSB shall block an amount equivalent to the Bid Amount in the bank account specified in the ASBA Bid cum Application Form. The SCSB shall keep the Bid Amount in the relevant bank account blocked until withdrawal / rejection of the ASBA Bid or receipt of instructions from the Registrar to unblock the Bid Amount. In the event of withdrawal or rejection of the ASBA Bid cum Application Form or for unsuccessful ASBA Bid cum Application Forms, the Registrar shall give instructions to the SCSB to unblock the application money in the relevant bank account within one day of receipt of such instruction. The Bid Amount shall remain blocked in the ASBA Account until finalisation of the Basis of Allotment in the Issue

and consequent transfer of the Bid Amount to the Public Issue Account, or until withdrawal/ failure of the Issue or until rejection of the ASBA Bid, as the case may be.

Payment into Escrow Account for Bidders other than ASBA Bidders

Each Bidder shall draw a cheque or demand draft or remit the funds electronically through the RTGS mechanism for the amount payable on the Bid and/or on allocation/ Allotment as per the following terms:

1. All Bidders would be required to pay the full Bid Amount at the time of the submission of the Bid cum Application Form.

2. The Bidders shall, with the submission of the Bid cum Application Form, draw a payment instrument for the Bid Amount in favour of the Escrow Account and submit the same to the Syndicate. If the payment is not made favoring the Escrow Account along with the Bid cum Application Form, the Bid of the Bidder shall be rejected.

3. The payment instruments for payment into the Escrow Account should be drawn in favour of:

   (a) In case of Resident QIB Bidders: [●]
   (b) In case of Non-Resident QIB Bidders: [●]
   (c) In case of Resident Retail and Non-Institutional Bidders: [●]
   (d) In case of Non-Resident Retail and Non-Institutional Bidders: [●]

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 NRIs applying on non-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 or out of a Non-Resident Ordinary (NRO) Account of a Non-Resident Bidder bidding on a non-repatriation basis. Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting an NRE or FCNR or NRO Account.

6. In case of Bids by FIIs, the payment should be made out of funds held in a Special Rupee Account along with documentary evidence in support of the remittance. Payment by drafts should be accompanied by a bank certificate confirming that the draft has been issued by debiting the Special Rupee Account.

7. The monies deposited in the Escrow Account will be held for the benefit of the Bidders (other than ASBA 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 no later than 10 Working Days from the Bid / Issue Closing Date, the Escrow Collection Bank shall also refund all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also the excess amount paid on bidding, if any, after adjusting for allocation / Allotment to such Bidders.

10. Payments should be made by cheque, or a 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 / stock invest / money orders / postal orders will not be accepted.

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 Syndicate at the time of submission of the Bid. With respect to the ASBA Bidders, the ASBA Bid cum Application Form or the ASBA Revision Form shall be submitted to the Designated Branches of the SCSBs.

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 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 refund payments will be made out in favour of the Bidder whose name appears first in the Bid cum Application Form or Revision Form. All communication will be addressed to the First Bidder and will be dispatched to his or her address as per the Demographic Details received from the Depository.

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 its absolute discretion, all or any multiple Bids in any or all categories. In this regard, the procedures which would be followed by the Registrar to detect multiple Bids are given below:

1. All Bids will be checked for common PAN and will be accumulated and taken to a separate process file which would serve as a multiple master.

2. In this master, a check will be carried out for the same PAN. In cases where the PAN is different, the same will be deleted from this master.
3. The Registrar will obtain, from the depositories, details of the applicant's address based on the DP ID and Beneficiary Account Number provided in the Bid data and create an address master.
4. The addresses of all the applications in the multiple master will be strung from the address master. This involves putting the addresses in a single line after deleting non-alpha and non-numeric characters i.e. commas, full stops, hash etc. Sometimes, the name, the first line of address and pin code will be converted into a string for each application received and a photo match will be carried out amongst all the applications processed. A print-out of the addresses will be taken to check for common names. The Bids with same name and same address will be treated as multiple Bids.
5. The Bids will be scrutinised for DP ID and Beneficiary Account Numbers. In case applications bear the same DP ID and Beneficiary Account Numbers, these will be treated as multiple applications.

Permanent Account Number or PAN

Pursuant to the circular MRD/DoP/Circ-05/2007 dated April 27, 2007, SEBI has mandated Permanent Account Number (PAN) to be the sole identification number for all participants transacting in the securities market, irrespective of the amount of the transaction with effect from July 2, 2007. Each of the Bidders, should mention his/her PAN allotted under the IT Act. **Applications without this information 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.

Unique Identification Number ("UIN")

With effect from July 1, 2005, SEBI had decided to suspend all fresh registrations for obtaining UIN and the requirement to contain/quote UIN under the SEBI MAPIN Regulations/Circulars vide its circular MAPIN/Cir-13/2005. However, in a recent press release dated December 30, 2005, SEBI has approved certain policy decisions and has now decided to resume registrations for obtaining UIN's in a phased manner. The press release states that the cut off limit for obtaining UIN has been raised from the existing limit of trade order value of Rs. 100,000 to Rs. 500,000 or more. The limit will be reduced progressively. For trade order value of less than Rs. 500,000, an option will be available to investors to obtain either the PAN or UIN. These changes are, however, not effective as of the date of the Red Herring Prospectus and SEBI has stated in the press release that the changes will be implemented only after necessary amendments are made to the SEBI MAPIN Regulations.

Therefore, MAPIN is not required to be quoted with the Bids.

Our Right to Reject Bids

In case of QIB Bidders, our Company in consultation with the BRLM and Co-BRLM may reject Bids provided that the reasons for rejecting the same shall be provided to such Bidders in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, our Company has a right to reject Bids based on technical grounds. Consequent refunds shall be made by RTGS/NEFT/NES/Direct Credit/cheque or pay order or draft and will be sent to the Bidder's address at the Bidder's risk. With respect to ASBA Bids, the Designated Branches of the SCSBs shall have the right to reject ASBA Bids if at the time of blocking the Bid Amount in the Bidder's bank account, the respective Designated Branch of the SCSB ascertains that sufficient funds are not available in the Bidder's bank account maintained with the SCSB. Subsequent to the acceptance of the ASBA Bid by the SCSB, our Company would have a right to reject the ASBA Bids only on technical grounds.

GROUNDS FOR TECHNICAL REJECTIONS

Bidders are advised to note that Bids are liable to be rejected inter alia on the following technical grounds:

- Amount paid does not tally with the amount payable for the highest value of Equity Shares Bid for. With respect to ASBA Bids, the amounts mentioned in the ASBA Bid cum Application Form does not tally with the amount payable for the value of the Equity Shares Bid for;
- 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;
- Bid by persons not competent to contract under the Indian Contract Act, 1872 including minors, insane persons;
- PAN not mentioned in the Bid cum Application Form;
- GIR number furnished instead of PAN;
- Bids for lower number of Equity Shares than specified for that category of investors;
- Bids at a price less than the Floor Price;
- Bids at a price more than the Cap Price;
- Submission of more than five ASBA Bid cum Application Forms per bank account;
- Bids at Cut-off Price by Non-Institutional and QIB Bidders;
- Bids for number of Equity Shares which are not in multiples of [.];
- Category not ticked;
- Multiple Bids as defined in the Draft Red Herring Prospectus;
- In case of Bids under power of attorney or by limited companies, corporate, trust etc., relevant documents are not submitted;
- Bids accompanied by Stock invest / money order / postal order / cash;
- Bid cum Application Forms does not have the stamp of the BRLM and Co-BRLM or Syndicate Members or the SCSB;
- Bid cum Application Forms does not have Bidder's depository account details;
- 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 the Draft Red Herring Prospectus and as per the instructions in the Draft Red Herring Prospectus and the Bid cum Application Forms;
- 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 Depositary Participant's identity (DP ID) and the beneficiary's account number;
- With respect to ASBA Bids, inadequate funds in the bank account to block the Bid Amount specified in the ASBA Bid cum Application Form at the time of blocking such Bid Amount in the bank account;
- Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;
- Bids where clear funds are not available in Escrow Accounts as per final certificate from the Escrow
- Collection Banks;
- Bids by QIBs not submitted through the BRLM or in case of ASBA Bids for QIBs not intimated to the BRLM;
- Bids by persons in the United States excluding —qualified institutional buyers as defined in Rule 144A of the Securities Act or other than in reliance of Regulation S under the Securities Act;
- Bids by any person outside India if not in compliance with applicable foreign and Indian Laws;
- Bids not uploaded on the terminals of the Stock Exchanges; and Bids by persons prohibited from buying, selling or dealing in the shares directly or indirectly by SEBI or any other regulatory authority.

IN CASE THE DP ID, CLIENT ID AND PAN ENTERED INTO THE ELECTRONIC BIDDING SYSTEM OF THE STOCK EXCHANGES OR THE SYNDICATE/THE SCSBs DO NOT MATCH WITH THE DP ID, CLIENT ID AND PAN AVAILABLE IN THE RECORDS WITH THE DEPOSITARIES.

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:

- Agreement dated [●], between NSDL, our Company and the Registrar;
- Agreement dated [●], between CDSL, our Company and the Registrar.

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) 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.

(g) 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 the Equity Shares are proposed to be listed have electronic connectivity with CDSL and NSDL.

(h) The trading of the Equity Shares of our Company would be in dematerialised form only for all Bidders 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 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 or the Designated Branch of the SCSBs where the Bid was submitted and cheque or draft number and issuing bank thereof or with respect to ASBA Bids, bank account number in which the amount equivalent to the Bid Amount was blocked.

Bidders 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 Allotment, credit of Allotted shares in the respective beneficiary accounts, refund orders etc. In case of ASBA Bids submitted to the Designated Branches of the SCSBs, the Bidders can contact the Designated Branches of the SCSBs.

PAYMENT OF REFUND

Bidders other than ASBA Bidders must note that on the basis of the names of the Bidders, Depository Participant's name, DP ID, beneficiary account number provided by them in the Bid cum Application Form, the Registrar will obtain, from the Depositories, the Bidders' bank account details, including the nine digit Magnetic Ink Character Recognition ("MICR") code as appearing on a cheque leaf. 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 despatch of refund order or refunds through electronic transfer of funds, as applicable, and any such delay shall be at the Bidders' sole risk and neither our Company, the Registrar, Escrow Collection Bank(s), Bankers to the Issue, the BRLM and Co-BRLM shall be liable to compensate the Bidders for any losses caused to the Bidder due to any such delay or liable to pay any interest for such delay.

Mode of making refunds for Bidders other than ASBA Bidders

The payment of refund, if any, for Bidders other than ASBA Bidders would be done through various modes in the following order of preference:

1. **NECS –** Payment of refund would be done through NECS for applicants having an account at any of the centres where such facility has been made available. This mode of payment of refunds would be subject to availability of complete bank account details including the MICR code as appearing on a cheque leaf, from the Depositories. The payment of refunds is mandatory for applicants having a bank account at any of the abovementioned centres, except where the applicant, being eligible, opts to receive refund through direct credit or RTGS.

2. **Direct Credit –** Applicants having bank accounts with the Refund Bank (s), as mentioned in the Bid cum Application Form, shall be eligible to receive refunds through direct credit. Charges, if any, levied by the Refund Bank(s) for the same would be borne by our Company.

3. **RTGS –** Applicants having a bank account at any of the abovementioned centres and whose refund amount exceeds Rs. 5 million, have the option to receive refund through RTGS. Such eligible applicants who indicate their preference to receive refund through RTGS are required to provide the IFSC code in the Bid cum Application Form. In the event the same is not provided, refund shall be made through NECS. Charges, if any, levied by the Refund Bank(s) for the same would be borne by our Company. Charges, if any, levied by the applicant's bank receiving the credit would be borne by the applicant.

4. **NEFT –** Payment of refund shall be undertaken through NEFT wherever the applicants' bank has been assigned the Indian Financial System Code (IFSC), which can be linked to a Magnetic Ink Character Recognition (MICR), if any, available to that particular bank branch. IFSC Code will be obtained from the website of RBI as on a date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the applicants have registered their nine digit MICR number and their bank account number while opening and operating the demat account, the same will be duly mapped with the IFSC Code of that particular bank branch and the payment of refund will be made to the applicants through this method. The process flow in respect of refunds by way of NEFT is at an evolving stage and hence use of NEFT is subject to operational feasibility, cost and process efficiency. The process flow in respect of refunds by way of NEFT is at an evolving stage, hence use of NEFT is subject to operational feasibility, cost and

process efficiency. In the event that NEFT is not operationally feasible, the payment of refunds would be made through any one of the other modes as discussed in the sections.

5. For all other applicants, including those who have not updated their bank particulars with the MICR code, the refund orders will be despatched under certificate of posting for value upto Rs. 1,500 and through Speed Post / Registered Post for refund orders of Rs. 1,500 and above. Such 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.

Mode of making refunds for ASBA Bidders

In case of ASBA Bidders, the Registrar shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the ASBA Bid cum Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within 15 days of the Bid / Issue Closing Date.

DISPOSAL OF APPLICATIONS AND APPLICATION MONEYS AND INTEREST IN CASE OF DELAY

With respect to Bidders other than ASBA Bidders, our Company shall ensure dispatch of Allotment advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the Allotment to the Stock Exchanges within 10 Working days of the Bid / Issue Closing Date.

In case of applicants who receive refunds through NECS, direct credit or RTGS, the refund instructions will be given to the clearing system within 9 Working days from the Bid / Issue Closing Date. A suitable communication shall be sent to the Bidders receiving refunds through this mode within 10 Working days of Bid / Issue Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund.

Our Company shall use best efforts to ensure that all steps for 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, are taken within 12 Working Days of the Bid / Issue Closing Date.

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI Regulations, our Company further undertakes that:

- Allotment of Equity Shares shall be made only in dematerialised form within 9 Working Days of the Bid / Issue Closing Date; and
- With respect to Bidders other than ASBA Bidders, dispatch of refund orders or in a case where the refund or portion thereof is made in electronic manner, the refund instructions are given to the clearing system within 9 working days of the Bid / Issue Closing Date would be ensured. With respect to the ASBA Bidders, instructions for unblocking of the ASBA Bidder's Bank Account shall be made within 10 days from the Bid / Issue Closing Date.

Our Company shall pay interest at 15% p.a. for any delay beyond the 15 days from the Bid / Issue Closing Date as mentioned above, if Allotment is not made and refund orders are not dispatched or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and / or demat credits are not made to investors within the 15 days prescribed above.

IMPERSONATION

Attention of the applicants is specifically drawn to the provisions of sub-section (1) of Section 68 A 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 person in a fictitious name, shall be punishable with imprisonment for a term which may extend to five years."***

(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 Individual 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 [●] Equity Shares at or above the Issue Price, full Allotment shall be made to the Retail Individual Bidders to the extent of their valid Bids.
- If the aggregate demand in this category is greater than [●] Equity Shares at or above the Issue Price, the Allotment shall be made on a proportionate basis up to a minimum of [●] 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 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 [●] 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 [●] Equity Shares at or above the Issue Price, Allotment shall be made on a proportionate basis up to a minimum of [●] Equity Shares. For the method of proportionate Basis of Allotment refer below.

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 Allotment to all the QIB Bidders will be made at the Issue Price.
- The QIB Portion shall be available for Allotment 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 5% of the QIB Portion shall be determined as follows:

i. In the event that Bids by Mutual Fund exceeds 5% of the QIB Portion, allocation to Mutual Funds shall be done on a proportionate basis for 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 for Allotment to all QIB Bidders as set out in (b) below;

b. In the second instance Allotment to all QIBs shall be determined as follows:

i. In the event that the oversubscription in the QIB Portion, all QIB Bidders who have submitted Bids above the Issue Price shall be allotted Equity Shares on a proportionate basis for up to 95% of the QIB Portion.
ii. Mutual Funds, who have received allocation as per (a) above, for less than the number of Equity Shares Bid for by them, are eligible to receive Equity Shares on a proportionate basis along with other QIB Bidders.
iii. Under-subscription below 5% of the QIB Portion, if any, from Mutual Funds, would be included for allocation to the remaining QIB Bidders on a proportionate basis.

- The aggregate Allotment to QIB Bidders shall not be less than [●] Equity Shares.

Method of Proportionate Basis of Allotment in the Issue

In the event of the Issue being over-subscribed, our Company shall finalise the Basis of Allotment in consultation with the Designated Stock Exchange. The executive director (or any other senior official nominated by them) of the Designated Stock Exchange along with the BRLM and Co-BRLM and the Registrar 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 [●] Equity Shares per Bidder, the Allotment shall be made as follows:

- 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; and

- Each successful Bidder shall be allotted a minimum of [●] Equity Shares.

(e) If the proportionate Allotment to a Bidder is a number that is more than [●] but is not a multiple of one (which is the marketable lot), the decimal would be rounded off to the higher whole number if that decimal is 0.5 or higher. If that number is lower than 0.5 it would be rounded off to the lower whole number. Allotment to all in such categories would be 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 Equity 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 or instructions to the SCSBs

The Company shall credit each beneficiary account with its depository participant within 11 days of the Bid / Issue Closing Date. Applicants those who are residents of the 68 cities notified by SEBI through its notification (Ref. No. SEBI / CFD / DILDIP / 29 / 2008 / 01 / 02) dated February 1, 2008 will receive refunds through ECS only (subject to availability of all information for crediting the refund through ECS) except where the applicant is eligible to receive refunds through direct credit, NEFT or RTGS. In the case of other applicants, the Company shall ensure the dispatch of refund orders, if any, of value up to Rs.1,500 by "Under Certificate of Posting", and shall dispatch refund orders above Rs.1,500, if any, by registered post or speed post at the sole or First Bidder's, sole risk within 10 days of the Bid / Issue Closing Date. Applicants to whom refunds are made through electronic transfer of funds will be sent a letter (refund advice) through ordinary post informing them about the mode of credit of refund, within 10 days of the Bid / Issue Closing Date. In case of ASBA Bidders, the Registrar shall instruct the relevant SCSBs to unblock the funds in the relevant ASBA Account to the extent of the Bid Amount specified in the ASBA Bid cum Application Forms for withdrawn, rejected or unsuccessful or partially successful ASBA Bids within 10 days of the Bid / Issue Closing Date.

DISPOSAL OF APPLICATIONS AND APPLICATION MONEYS AND INTEREST IN CASE OF DELAY

We shall ensure dispatch of Allotment advice, refund orders (except for Bidders who receive refunds through electronic transfer of funds) or instructions to Self Certified Syndicate Banks by the Registrar to the Issue, in Application Supported by Blocked Amount process and give benefit to the beneficiary account with Depository Participants and submit the documents pertaining to the Allotment to the Stock Exchanges within 10 working days of the Bid / Issue Closing Date.

In case of applicants who receive refunds through ECS, direct credit, RTGS or through unblocking the relevant bank accounts, the refund instructions will be given to the clearing system within 10 days from the Bid / Issue Closing Date. A suitable communication shall be sent to the bidders receiving refunds through this mode within 10 days of Bid / Closing Date, giving details of the bank where refunds shall be credited along with amount and expected date of electronic credit of refund.

The Company shall use best efforts to ensure that all steps for 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 are taken within seven working days of Allotment. In accordance with the requirements of the Stock Exchanges and the SEBI Regulations, the Company further undertakes that:

- Allotment of Equity Shares shall be made only in DEMATERIALIZED form within 9 (nine) working days of the Bid / Issue Closing Date;

- Dispatch of refund orders or in case where the refund or portion thereof is made in electronic manner, the refund instructions are given to the clearing system within 10 (ten) working days of the Bid / Issue Closing Date would be ensured; and
- The Company shall pay interest at 15% (fifteen) per annum for any delay beyond the 10 (ten) day time period as mentioned above, if Allotment is not made and refund orders are not dispatched or if, in a case where the refund or portion thereof is made in electronic manner, the refund instructions have not been given to the clearing system in the disclosed manner and / or demat credits are not made to investors within the 10 (ten) days 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 ICDR Regulations.

Interest on refund of excess Bid Amount

The Company shall pay interest at the rate of 15% per annum on the excess Bid Amount received if refund orders / instruction to Self Certified Syndicate Banks by the Registrar are not dispatched within 10 working days from the Bid / Issue Closing Date.

UNDERTAKINGS BY THE COMPANY

We undertake that:

- The complaints received in respect of the captioned Public Issue shall be attended to by the Company expeditiously and satisfactorily
- All steps for completion of the necessary formalities for listing and commencement of trading at all stock exchanges where the securities are to be listed are taken within seven working days of finalisation of basis of allotment
- The funds required for making refund to unsuccessful applicants as per the modes disclosed shall be made available to the registrar to the captioned Public Issue.
- Where refunds are made through electronic transfer of funds, a suitable communication shall be sent to the applicant within 10 working days of closure of the issue, giving details of the bank where refund shall be credited along with amount and expected date of electronic credit of refund.
- The promoters' contribution in full, wherever required, shall be brought in advance before the Issue opens for public subscription and the balance, if any, shall be brought in pro-rata basis before the calls are made on public.
- The certificates of the shares / refund orders to the Non-Resident Indians shall be dispatched within the specified time.
- No further issue of securities shall be made till the shares offered through the prospectus are listed or till the application moneys are refunded on account of non-listing, undersubscription, etc
- That at any given time there shall be only one denomination for the shares of the company,
- That the company shall comply with such disclosure and accounting norms specified by the Board (SEBI) from time to time and
- That the adequate arrangements shall be made to collect all Applications Supported by Blocked Amount (ASBA) and to consider them similar to non-ASBA applications while finalizing the basis of allotment.

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 but before the Allotment of Equity Shares. In such an event, our Company would issue a public notice in the newspapers, in which the pre-Issue advertisements were published, within two days of the Bid / Issue Closing Date, providing reasons for not proceeding with the Issue. Our Company shall also inform

the same to Stock Exchanges on which the Equity Shares are proposed to be listed. Any further issue of Equity Shares by our Company shall be in compliance with applicable laws.

UTILISATION OF ISSUE PROCEEDS

Our Board of Directors certify that:

(a) all monies received out of the issue to the public shall be transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 73 of the Companies Act, 1956.

(b) details of all monies utilised out of the issue referred to in sub-item (a) shall be disclosed under an appropriate separate head in the balance sheet of the Company indicating the purpose for which such monies had been utilised, and

(c) details of all unutilised monies out of the issue, if any, referred to in sub-item (a) shall be disclosed under an appropriate separate head in the balance sheet of the Company indicating the form in which such unutilised monies have been invested.

The 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 has been received.

RESTRICTIONS ON FOREIGN OWNERSHIP OF INDIAN SECURITIES

Foreign investment in Indian securities is regulated through the Industrial Policy of the Government of India notified through press notes and press releases issued from time to time and FEMA and circulars and notifications issued there under. While the policy of the Government 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 of the Government, 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 and reporting requirements for making such investment.

By way of Circular No. 53 dated December 17, 2003, the RBI has permitted FIIs to subscribe to shares of an Indian company in a public offer without prior RBI approval, so long as the price of equity shares to be issued is not less than the price at which equity shares are issued to residents.

Subscription by NRIs/ FIIs

It is to be distinctly understood that there is no reservation for Non-Residents, NRIs and FIIs and all Non-Resident, NRI and FII applicants will be treated on the same basis as other categories for the purpose of allotment.

As per the RBI regulations, OCBs cannot participate in this Issue.

The Equity Shares have not been and will not be registered under 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 under 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 are only being offered and sold (i) in the United States to "qualified institutional buyers", as defined in Rule 144A of the Securities Act, and (ii) outside the United States to certain persons in offshore transactions in

compliance with Regulation S under the Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

As per the current regulations, the following restrictions are applicable for investments by FIIs:

No single FII can hold more than 10% of the post-Issue paid-up capital of our Company. In respect of an FII investing in our Equity Shares on behalf of its sub-accounts, the investment on behalf of each subaccount shall not exceed 10% of our total issued capital or 5% of total issued capital of our Company incase such sub account is a foreign corporate or an individual.

The above information is given for the benefit of the Bidders. The Company and the BRLM and Co-BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may happen after the date of this Draft Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares bid for do not exceed the applicable limits under laws or regulations.

SECTION VII - MAIN PROVISIONS OF THE ARTICLES OF ASSOCIATION

Pursuant to Schedule II of the Companies Act and the SEBI Regulations, the main provisions of the Articles of Association relating to voting rights, dividend, lien, forfeiture, restrictions on transfer and transmission of Equity Shares or debentures and/or on their consolidation/splitting are detailed below. Please note that each provision herein below is numbered as per the corresponding article number in the Articles of Association and capitalized/defined terms herein have the same meaning given to them in the Articles of Association.

Table A

Article 4

The regulation in Table 'A' in the First Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in or expressly made applicable by these Articles or by the Act.

Shares at the Disposal of the Directors

Article 9 B.

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provisions of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and subject to the provisions of Section 77A of the Act with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid-up shares and if so issued shall be deemed to be fully paid shares. Provided that option or right to call shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

Transfer and Transmission of Shares

Articles 24-27, 33-38

24. Subject to the provisions of the Act, no transfer of shares shall be registered unless a proper instrument of transfer in writing duly stamped and executed by the transferor and transferee and attested has been delivered to the Company together with the certificate or certificates of the shares, or if no such certificate is in existence, along with the letter of allotment of shares. The instrument of transfer of any shares shall be signed both by the transferor and the transferee and shall contain the name and other particulars of the transferee and transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the register in respect thereof. The provisions contained in Section 108 of the Act shall be duly complied with, in respect of all transfers.

25. Application for registration of the transfer of shares may be made either by the transferor or the transferee provided that, where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the Company gives notice of the application to the transferee in the manner prescribed by the Act and, subject to the provisions of Articles 8 and 28 hereof, the Company shall unless objection is made by transferee within two weeks from the date of receipt of the notice, enter in the register the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

26. Before registering any transfer tendered for registration the Company may, if so think fit, give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that, unless objection is taken the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Company's office within seven days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder, the Company shall be deemed to have decided not to give notice and in any event then on receipt by the registered holder of any notice shall not entitle to make any claim of any kind against the Company.

27. Neither the Company nor its Directors shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties although the same may, by reason of any fraud or other cause not known to the Company or its Directors, be legally in operative or insufficient to pass the, property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside. And in every such case the person registered as transferee, his heirs, executors, administrators and assigned alone shall be entitled to be recognised as the holder of such shares and the previous holder shall so far as the Company is concerned deemed to have transferred his whole title thereto.

33. The executors or administrators of the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint-holders) shall be only person whom the Company shall recognise as having any title to the shares registered in the name of such member and, in case of the death of any one or more of the joint-holders of any registered share the survivors shall be the only persons recognised by Company as having any title to or interest in such shares but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. Before recognising any legal representative or heir or a person otherwise claiming title to the shares the Company may require him to obtain a grant of probate or letters of administration, or succession certificate or other legal representation, as the case may be, from a competent Court in India; PROVIDED nevertheless that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of probate or letters of administration or a succession certificate or such other legal representation upon such terms as to indemnity or otherwise as the Board may in its absolute discretion consider adequate.

34. Any person becoming entitled to or to transfer shares in consequence of the death, lunacy, bankruptcy or insolvency of any member or by operation of law, upon producing such evidence that he sustains the character in respect of which he proposed to act under this Article or of his title as the Board thinks sufficient, may, with the consent of the Board (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to

the regulations as to transfer herein before contained, transfer such shares. This Article is herein after referred to as "THE TRANSMISSION ARTICLE" Subject to any other provisions of these Articles, if the person so becomes entitled to shares under this or the last preceding Article shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to transfer of shares. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid.

35. Subject to any other provisions of these Articles and if the Board in their sole discretion are satisfied in regard thereto, a person becoming entitled to a shares in consequence of the death or insolvency of a member may receive and give a discharge for any dividends or other money payable in respect of the share.

36. The 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 or Members) to the prejudice of the persons having or claiming any equitable right, title or interest to or in the said shares notwithstanding that the Company may have had direct or indirect notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and the Company shall not be bound or required to regard or attend or 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 so to do, though it may have been entered or referred to in some book of the Company.

37. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

38. Transfer may be made to minor or person of unsound mind through his legal guardian.

Directors may refuse to register transfer

Article 28

Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.

No fee on transfer or transmission

Article 38A & 39

38A. No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

39. The Articles providing for transmission and transfer of shares, shall mutatis mutandis apply to the transfer and transmission of debentures of the Company

Share Capital: Increase, Reduction and Alteration

Article 5 -9, 60-62, 9A

5. The Authorized Share Capital of the company shall be such amount and be divided into such shares as may from time to time be provided in Clause-V of the Memorandum of Association.

6. The Company shall have the power to increase or reduce the capital for the time being of the company and to divide the shares in the capital into several classes with rights. privileges or conditions as may be determined and to vary, modify, amalgamate or abort such rights, privileges or conditions in such manner as may for the time being be decided by the Company by special resolution subject to Section 106 and 107 of the Act.

7. (i) Subject to the provisions of the Act and these Articles, the shares shall be under the control of the Board who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times, as the Board thinks fit and with, power to issue any shares as fully or partly paid up in consideration other than cash.

Provided that where the Board of Directors decide to increase the issued Capital of the Company by issue of further shares, the provisions of section 81 of the Act will be complied with. With the sanction of the Company in General Meeting the Board shall have full power to give to any person a right to cal1 for the allotment of any shares either at par or at a premium and for such period and consideration as the Board thinks fit,

(ii) Except so far as otherwise provided by the conditions of issue of, 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 transmission, voting and otherwise,

8. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof arid accordingly shall not except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any trust by name or equitable or other claim to or interest in any such share or any fractional part of such share on the part of any other person whether or not it shall have express or other notice thereof.

9. Shares may be registered in the name of any person (including a minor through his legal guardian), Company or other body corporate.

60. The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

61. The Company may, by ordinary resolution:

(i) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(ii) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum, subject, nevertheless, to the provisions of clause (d) of sub-section (1) of section 94;

(iii) Cancel any shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by any person.

62. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law:

(i) its share capital;

(ii) any capital redemption reserve account; or

(iii) any shares premium account.

Further Issue of Shares

Article 9A provides that

9A. Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares either out of the unissued capital or out of the increased share capital then:

a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the company, in proportion, as near as circumstances admit, to the capital paid up on those shares at the date.

b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.

c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right.

PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.

d) After expiry of the time specified in the aforesaid notice 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 of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion fit.

2. notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub clause (1) hereof in any manner whatsoever.

   a) If a special resolution to that effect is passed by the company in General Meeting, or

   b) 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 the general meeting (including the casting vote, if any, of the chairman) by the members who, being entitled to do so, 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 the company.

3. Nothing in sub-clause (c) of (1) hereof shall be deemed:

   a) To extend the time within which the offer should be accepted; or

   b) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made had declined to take the shares comprised in the renunciation.

4. Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debenture issued or loans raised by the Company:

   i) To convert such debentures or loans into shares in the company; or

   ii) To subscribe for shares in the company (whether such option is conferred in these Articles or otherwise)

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 that 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 the company in General Meeting before the issue of the debentures or raising of the loans.

Calls on Shares

Articles 17-21

17. The Board may from time to time, make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

    The Board may call the unpaid amount on shares in one or more installments.

Each member shall, subject to receiving at least thirty days notice specifying the time or times and place of payment-pay to the Company at the time and times a so specified, the amount called on his shares. A call may be revoked or postponed at the discretion of the Board.

18. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

19. The joint holders of the shares shall be jointly and severally liable to pay all calls in respect thereof.

20. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof. The person from whom the sum is due may be required to pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate. as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

21. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether. on account of the nominal value. of the share or by way of premium. shall for the purpose of these regulations, be deemed to be call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Forfeiture and Lien

Article 40-48

40. If a member fails to pay any call, or installment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call of installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as unpaid, together with any interest which may have accrued.

41. The Notice aforesaid shall -

(i) Name a further day (not being earlier than the expiry of thirty days from date of service of the Notice) on or before which the payment required by the notice is to be made; and

(ii) State that, in the event of nonpayment on or before the day so named, the shares in respect of which the call was made will be liable to be forfeited.

42. In the requirements of any such notice as aforesaid are not complied with any shares in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

43. When any shares shall have been so forfeited, notice of the resolution shall be given to the member in whose name if stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forth will be made in registers.

44. (i) A forfeited share shall be deemed to be the property of the Company and may be re-allotted sold or otherwise disposed off on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, The Board may annul the forfeiture on such terms as it thinks fit.

45. (i) A person whose shares have been forfeited shall cease to be a member in respect or the forfeited shares, but shall, notwithstanding the forfeiture, remain liable pay to the Company all money which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

(ii) The liability of such person shall cease if any when the Company shall have received payment in full of all such money in respect of the shares.

46. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the Company, and that a shares in the Company has been duly forfeited 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.

(ii) The Company may receive the Consideration, if any, given for the shares on any sale or disposal thereof and may execute a transfer of the shares in favour of the person to whom the share is sold or disposed off.

(iii) The transferee shall there-upon be registered as the holder of the share.

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

47. The forfeiture of shares shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the shares, and all other rights incidental to the shares, except only such of those rights as by these articles are expressly saved.

48. The provisions of these regulation as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a shares, become payable at a fixed time, whether on account of the nominal value of a call duly made and notified

Company's Lien on Share/Debenture

Article 49-53

49. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) 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/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

50. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit but no sale shall be made until such period as aforesaid shall have arrival, and until notice in writing of the intention to sell shall have been served on member, his executors or administrators, and default shall have been made by him or them in the payment, for thirty days after the date of such notice.

51. The net proceeds of any such sale shall be received by the Company and applied in or toward payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall be paid to him his executors, administrators, or assigns.

52. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and 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 the Company exclusively.

53. When any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered upon to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from certificate not so delivered up.

Dematerialization of securities

Article 62A

62A. Definitions for the purpose of this Article:

- "Beneficial Owner" means a person (s) whose name is recorded as such with a depository;
- "SEBI" means The Securities and Exchange Board of India established under Securities and Exchange Board of India Act, 1992;
- "Depository" means a Company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration to act as a Depositor under the SEBI Act, 1992;
- "Deposit Act" means the Depositories Act, 1996 or any statutory modification or re-enactment thereof;
- "Registered Owner" means a Depository whose name is entered as such in the records of the Company;
- "Security "means such Security, as may be a specified by the SEBI from time to time.

Power To Company to dematerialize and rematerialize

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing shares, debentures and other securities and rematerialise its such shares, debentures and other securities held by it with the Depository and / or offer its fresh shares and debentures and other securities in a dematerialized form pursuant to the Depositories Act, 1996 and the Rules framed there under, if any.

Intimation to Depository

Notwithstanding anything contained in this Article, where securities are dealt with in a Depository, the Company shall intimate the Details of allotment of securities to Depository immediately on allotment of such Securities.

Options for investors

Every person subscribing to securities offered by the company shall have the option to receive security certificated or to hold the securities with a depository, such a person who is the beneficial owner of the securities can opt out of depository, if permitted by law, in respect of any security in the manner provided by the Depository Act, and the company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities.

If a person opts to hold his security with a depository, the company shall intimate such depository; the details of allotment of the security, and on receipt of information, the depository shall enter in the records, the name of the allottee as the beneficial owner of the securities.

Securities in Depositories to be in fungible form

All securities held by a Depository shall be dematerialized and shall be in fungible form. No Certificate shall be issued for the securities held by the depository. Nothing contained in Section 153, 153A, 153B, 187B, 187C and 372A of the Companies Act, 1956 shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

Transfer of Securities

Nothing contained in Section 108 of the Companies Act, 1956 or these Articles shall apply to a transfer of securities affected by a transferor and transferee, both of whom are entered as beneficial owners in the records of a depository.

Allotment of Securities dealt within a Depository

Notwithstanding anything contained in the Act, or these Articles, where a depository deals within or the securities, the Company shall intimate the details of allotment of relevant securities to the depository immediately on allotment of such securities.

Distinctive Nos. of Securities held in a Depository

Notwithstanding in the Act, or these Articles regarding the necessity of having distinctive numbers for securities issued by the company shall not apply to securities held with a depository.

Register and Index of beneficial owners

The Register and index of beneficial owners maintained by a Depository under the Depositories Act shall be deemed to be the Register and Index of members and other security holders for the purpose of these Articles.

Right of Depositories and beneficial owners

(a) Notwithstanding anything contained in the Provisions of the Companies Act, 1956 and these Articles, a depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner.

(b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be member of the company. The beneficial owners of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of their securities, which are held by the depository.

Borrowings

Article 63-67

63. The Board may from time to time at its discretion, subject to the provisions of sections Power to 58 A, 292, 293 and 370 of the Act, raise or borrow and/or secure payment of any sum borrow or sums of money for the purposes of the Company.

64. The Board may raise or secure the payment or repayment of such sum or sums in Conditions such manner and upon such terms and conditions in all respects as it thinks fit and of borrowing in particularly by the issue of bonds, notes, convertible, redeemable or otherwise perpetual or redeemable or convertible debentures or debenture stock or any mortgage or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

65. If the terms and conditions on which money is borrowed by the Company require that loans made to the Company be guaranteed by all or any of the Directors of the Company, the Director or the Directors (including the Managing Director) so guaranteeing the loans, shall be entitled to receive such payment on account of his/their having given such guarantee as may be determined by the Board. All such payment shall not be remuneration in respect of his/their serving as a Director of the Company, but this shall be subject to the relevant provisions of the Act.

66. A Director shall be entitled to receive such interest on any loan made by him to the Company as may be agrees between the Board and the Director making the loan to the Company.

67. Any debenture, debenture-stock, bonds or other securities may be issued at a premium or otherwise and with any special privileges as to redemption, surrender drawings, allotment of shares, or conversion, appointment of Directors and otherwise and upon such terms and conditions as the Board may think fit. Debenture, debenture-stock, bonds and other securities may made assignable free from any equities between the Company and the person to whom the same may be issued. Debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

General meeting

Article 68-97

68. The Annual General Meeting shall be held in accordance with Section 166 of the Act. and shall be called for a time during business hours, on a day that is not a public holding and shall be held either at the registered office of the Company or at some other place within the city or town or village in which the registered office of the company shall specify it as the Annual General Meeting.

69. Every member of the Company shall be entitled to attend every General Meeting either in person or by proxy, and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting on any part of the business which concerns him as Auditor.

70. All General Meeting other than Annual General Meeting shall be called extra- ordinary General Meetings.

71. The Board or director of the company may, whenever they think fit, call an Extra-ordinary General Meeting and such meeting shall be held at such place and time as the board thinks fit.

72. If at any time there are not in India, directors capable of acting, who are sufficient in number to form a quorum, any director or any two members of the Company may call an extra ordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

73. The Board of Director of the Company shall of the requisition of such number of members of the Company as is specified in sub-section (4) to Section 169 of the Act. forthwith proceed duly to call an extra ordinary General Meeting of the company, and in respect of any such requisition and of any meeting to be called pursuant thereto, all the other provisions of section 169 of the Act and of any statutory modification thereof for the time being shall apply.

74. A General Meeting of the Company may be called by giving not less than 21 days notice in writing. However, a General Meeting may be called after giving shorter notice than or 21 days, if consent is accorded thereto -

    (i) In the case of an Annual General Meeting, by all the members entitled to vote thereat; and

    (ii) In the case of any other meeting, by member of the Company holding not less than 95% of such part of the paid-up share capital of the Company as gives them a right to vote at that meeting:

    Provided that where any members of the Company are entitled to vote only on some resolution/resolutions to be passed at the meeting & not on the others, those members shall be taken into account for the purposes of this Articles in respect of the former resolution or resolutions but not in respect of the latter.

75. Notice of every meeting shall be given to every member of the Company in any manner authorised by sub-section (1) to (4) of section 53 of the Act, it shall be given to the persons entitled to the shares in consequence of the death or insolvency of a member, by sending through post in a prepaid letter, addressed to them by name or the title or representatives of the deceased or assignees of the insolvent or any like description, at the address in India, if any, supplied for the purpose by the persons claiming to be so entitled or, unless such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred, Provided that where the notice of a meeting is given by advertising the same in newspaper circulating in the neighborhood of the registered office of the Company under sub-section (3) of Section 53 of the Act, the explanatory statement need not be annexed to the notice as required by Section 173 of the said Act, but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

76. Notice of every meeting of the Company shall be given to the Auditor or Auditors for the time being of the Company, in any manner authorised by Section 53 for giving notice to any member or members of the Company.

77. The accidental omission to give notice of any meeting to or the non receipt of any notice by any member or other persons to whom it should be given shall not invalidate the proceedings at the meeting.

78. Where by any provision contained in the Act or in these Articles, special notice is required of any resolution; notice in respect of the same shall be given to the Company and by the Company to the members as provided in Section 190 of the Act.

79. No business shall be transacted at any General Meeting, unless the requisite quorum is present at the time when the meeting proceeds to business, FIVE MEMBERS PERSONALLY PRESENT shall be the quorum for a General Meeting for all purposes save as otherwise expressly provided in the Act or in these presents, When more than one of the joint-holders of a share is present, not more than one of them shall be counted for ascertaining the quorum; Several executors or administrators of a deceased person in whose sole name shares stand shall for the purpose of this clause be deemed joint-holders thereof.

80. If, within half an hour from the time appointed for holding the meeting a quorum be not present, the meeting if convened upon such requisition as aforesaid shall be dissolved. but in any other case it shall stand adjourned to the same day in the next week at the same place and time or to such other day at such other time and place as the Board may determine. Adjourned meeting to transact business even if no quorum present.

81. If at such adjourned meeting, a quorum of members is not present with in half an hour from the time appointed for holding the meeting, the members present, whatever their number, NOT BEING LESS THAN TWO, shall be a quorum, and may transact the business, and decide upon all matters which could property have been disposed off at the meeting from which the adjournment took place, it a quorum had been present there at.

82. The Chairman of the Board, if any, shall, if present and willing, be entitled to, but it there be no such Chairman or in case of his not being present or being unwilling or failing to take the Chair within 15 (fifteen) minutes of time appointed for holding such meeting, the members present, shall choose another Director as Chairman, and if all the Directors present decline to take the Chair or there be no Director present then the members present shall elect one of their number to be Chairman of the meeting. If a poll is demanded for the appointment of Chairman it shall be taken forthwith in accordance with the provisions of Article 8 hereof the Chairman elected on a show of hands exercising all the powers of the Chairman for the purpose of such poll. If some other person is elected Chairman as result of such poll, he shall be the Chairman for the rest of the meeting.

83. No business shall be transacted at any General Meeting except the election of Chairman, whilst the Chair is vacant.

84. The Chairman may, with the consent of a majority of the members personally present at any meeting, adjourn such meeting from time to time and from place of place, but no business shall be transacted at any adjourned meeting from which the adjournment took place.

A resolution passed at adjourned meeting of the Company shall be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

85. Whenever any meeting is adjourned for 30 days or more, notice of such adjourned meeting shall be given as in the case of any original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.

86. No resolution submitted to a meeting unless proposed the Chairman of the meeting, shall be discussed nor put to vote until the same has been proposed by a member present and entitled to vote on such resolution and seconded by another member present at and entitled so to vote.

87. (i) At any General Meeting, a resolution put to vote of the meeting shall unless a poll is demanded under Article 87 here be decided on a show of hands.

(ii) A declaration by the Chairman in pursuance of clause: (i) hereof that on a show of hands a resolution has or not been carried either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such a resolution.

88. Before or on the declaration of the result of the voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the Meeting on his own motion, and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company :

(i) Which confer a power to vote on the resolution not being less than one tenth of the total voting power in respect of the resolution, or

(ii) On which an aggregate sum of not less than fifty thousand rupees has been paid up.

(iii) By any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up which is not less than one-tenth of the total sum paid up on all the shares conferring that right.

89. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

90. If a poll is duly demanded, the same if on the election of Chairman of a meeting or on any question of adjournment, shall be taken forth with at the meeting and without adjournment, and on any other question, shall be taken in such manner and such time and place, and either at once, or after an interval or adjournment not being later than forty-eight hours from the time when the demand was made, as the Chairman of the meeting, who subject to the provisions of the Act shall have power to regulate the manner in which a poll shall be taken, shall direct.

91. Every such poll may be taken either by open voting or by ballot as the Chairman of the meeting at which the poll was demanded may direct. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

92. Two scrutineers shall be appointed by the Chairman to Scrutinise the votes given on the poll and to report to him. The Chairman shall have the power at any time before the result of the poll is declared to remove a scumneer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause. At least one scrutineer shall be a member, present at the meeting, not being an officer or employee of the Company, provided such a member is available and willing to be so appointed.

93. The decision of the Chairman on any difference between the scrutineers shall be conclusive.

94. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

95. In case of any equality of votes the Chairman of any meeting shall both on the show of hands or at a poll (if any) held pursuant to a demand made at such meeting have a casting vote in addition to the vote or votes to which he may be entitled as member.

96. The Company shall cause minutes of the proceedings of every General Meeting to be entered the book kept for that purpose and the minutes shall contain and include the matters specified in Section 193 of the Act.

97. The books containing the aforesaid minutes shall be kept at the registered Office of the Company and be open to the inspection of any member without charge as provided in Section 196 of the Act and any member shall be furnished with a copy of any minutes in accordance with the terms of the section.

Votes of Members

Article 98-112

98. No members shall be entitled to exercise any voting right on any question either personally or by proxy or upon 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 the Company has or have exercised any right of lien.

99. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hand or at a poll, by his committee or other legal guardian.

100. (i) A body corporate (whether a company within the meaning of the Act or not) may be resolution of its Board of Directors or other governing body, authorise such persons as it thinks fit to act as its representative at any meeting of the Company, or at any meeting of any class of members of the Company. A person authorised by resolution as aforesaid 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, creditor or holder of debentures of the Company.

(ii) Where any shares in the Company are held in trust by a person (hereinafter referred to as the Trustee) the right and powers (including the rights to vote by proxy) exercisable at any meeting of any class of members of the Company by the trustee as a member of the Company shall be exercisable in the manner provided in Section 153-B of the Act.

101. Subject to and without prejudice to any special privileges or restrictions or conditions for the time being attached to or affecting the preference or other special classes of shares, if any, issued by and for the time being forming part of the capital of the Company, every member entitled to vote under the provisions of these presents and not disqualified by the provisions of Articles 98 and 99 or by any other Article shall on a show of hands have one vote, and upon a poll every member present in person or by proxy or agent duly authorised by a power-of-attorney or representative duly authorised and not disqualified as aforesaid shall have voting rights in proportion to his share of the paid-up equity capital of the Company subject however to any limits imposed by law. But no member shall have any voting right in respect of any money paid in advance as provided by Article 22 thereof.

102. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as case may be, need not, if he votes, use all votes or cast in the same way all the votes he uses. A member or his proxy who votes shall be deemed to have used all his votes unless he expressly gives written notice to the contrary at the time he casts any votes.

103. Where there are joint registered holders of any share one of such persons may vote at any meeting in respect of such shares as if he was solely entitled thereto and if more than one of such joint-holders be present at any meeting, then one of the said persons so present whose name stands first on the register in respect of such shares shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of a deceased member in whose sole name any shares stand, any one of such executors or administrators may vote in respect of such shares unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and objects to the vote.

104. Any person entitled to under the Transmission Article to transfer any shares shall not be entitled to be present, or to vote at any meeting either personally or by proxy, in respect of such shares, unless forty eight hours at least, before the time for holding the meeting or adjourned meeting as the case may be, at which he proposed to be present and to vote, he shall have satisfied the Board of his right to transfer such shares (as to which the opinion of the directors shall be final) or unless the Board shall have previously admitted his right to vote in respect thereof.

105. Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself, but a proxy so appointed shall not have any right to speak at the meeting. Such proxy shall not be entitled to vote except on a poll.

106. The instrument appointing a proxy shall be in writing and shall be signed by the appointer or his attorney duly authorised in writing. If the appointer is a body corporate, such instrument shall be under its seal or be signed by an officer or attorney duly authorised by it, or by the person authorised to act as the representative of such Company under Article 100 thereof.

    Any instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or join in the demand for a poll on behalf of the appointer.

107. No instrument of proxy shall be treated as valid and no person shall be allowed to vote or act as proxy at any meeting under an instrument of proxy unless such instrument of 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 have been deposited at the registered office of the Company, at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote.

Not withstanding that a power-of-attorney of other authority has been registered in the records of the Company, the Company may by notice in writing addressed to the member or the attorney at least seven days before the date of a meeting require him to produce the original power-of-attorney or authority and unless the same is thereupon deposited with the Company the attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.

108. If any such instrument of appointment be confined to the object of appointing an attorney or proxy or substitute, it shall remain, permanently or for such time as the Board may determine, in the custody of the Company and if embracing other objects a copy thereof, examined with the original, shall be delivered to the Company to remain in its custody.

109. The instrument appointing a proxy may be in either of the forms set out in Schedule IX to the Act.

110. A vote given in pursuance or an instrument of proxy shall be valid, not-withstanding the previous death of the principal or the revocation of the proxy or any power-of-attorney under which such proxy was signed or the transfer of the shares in respect of which the vote is given, provided no intimation in writing or the death, revocation, or transfer shall have been received at the Registered Office of the Company before the vote is given.

111. No objection shall be made to the validity for any vote, except at the meeting or adjourned meeting or poll at which such vote shall be tendered and every vote, whether given personally or by proxy, and not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

112. The Chairman of any meeting shall be sole judge of the validity of every vote tendered at such meeting and the Chairman present at the taking of poll shall be the sole judge of the validity of every vote tendered at such poll.

Board of Directors

Articles 113, 115-123

113. Until otherwise determined by a General Meeting, the number of Director shall not be less than three and more than twelve, including nominee Directors.

115. Not less than two third of the total number of the Directors of the Company shall-

(a) Be person whose period of office is liable to determination by retirement of Directors by rotation; and

(b) Save as otherwise expressly provided in the Act, be appointed by the Company in General Meeting.

116. The Company in General Meeting may, Subject to the provisions of Article 113 and of Section 159 of the Companies Act, by ordinary resolution, increase or reduce the number of its Directors.

117. Until otherwise determined by the Company in General Meeting a Director shall not be required to hold any shares in the capital of the Company as his qualification.

118. (i) The Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.

(ii) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

(iii) No person, not being a retiring Director shall, unless recommended by the Directors for election, be eligible to the office of Directors at any general meeting unless he or more than twenty eight days before the meeting sent to the office. A notice in writing duly signed signifying his candidature for the office of the intention of such member to propose him along with a deposit of Five Hundred Rupees which shall be refunded to such person, or as the case may be, to such member, if the person succeeds in getting elected as a Director.

119. If the office of any Director appointed by the Company in general meeting is vacated before his term of office will expire in the normal course the resulting casual vacancy shall be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date up to which the Directors in whose place he is appoint I would have held office if it had not been vacated as aforesaid.

120. Not withstanding anything to the contrary contained in these Articles, so long as any money remain owing by the Company to any Financial Institution viz., Industrial Finance Corporation of India (IFCI); Industrial Development Bank of India (IDBI), Industrial Credit and Investment Corporation of India (ICICI) Unit Trust of India (UTI); Life Insurance Corporation of India (LIC) or to any other Finance Company or Credit corporation or any other financing Company's Bankers and Central or State Governments, (referred to in this Articles individually as the Lenders') out of any loans granted by them to the company or so long as the Lenders Continue to hold debentures in the Company by direct subscription or private placement, or so long as the Lenders result of 'under-writing' or direct subscription or so long as any liability of the Company arising out of any Guarantee furnished by the lender on behalf of the Company remains outstanding, the lenders shall have right to appoint, from time to time, any person or persons as a Director or Directors ehole-time or non-whole time (which Director or directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the company and to remove from such office any person or persons so appointment and to appoint any person or persons in his or their place/s.

The Board of directors of The Company shall have no power to remove from office the Nominee Director/s. At the option of the lenders; such Nominee Director/s shall not be required to hold any shares qualification in the Company. also at the option the Lenders, such nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligation as any other Director of the Company.

The Nominee Director/s so appointed shall hold the office only so long as long as moneys remain owing by the Company to the Lenders or so long as the Lenders holds Debentures in the

Company as result of direct subscription or provide private placement or so long as the Lenders hold shares in the Company as a result of underwriting or direct subscriptions or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director's so appointed in exercise of the said power shall ipso facto vacate such office, immediately the moneys owing by the Company to the Lenders is paid off or on the Lenders leaving to hold Debentures/shares in the Company or on the satisfaction of the Company arising out of Guarantee furnished by the Lenders.

The Nominee Director/s appointed under this Article shall be entitled to areceive all notices of and attend all General Meeting, Board Meeting and of the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Lenders shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fee and expenses which the other Directors of the Company are entitled, but if any other fee, commission, money or remuneration in any form is payable to the Directors of the Company, the fee, commission, money and remuneration in relation to such Nominee Director/s shall assume to the Lenders and the same shall accordingly be paid by the Company direct to the Lenders. Any expenses that may be incurred by the Lenders or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Lenders or as case may be, to such Nominee director/s. Provided that if any such Nominee Director/s is/are an officer of the Reserve Bank of India; the sitting fees in relation to such Nominee Director/s shall also arrive to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

In the event of the Nominee Director/s being appointed as Whole-time Director/s, such nominee Director/s shall exercise such powers and have such rights as are usually exercised or available to a whole-time Director in the Management of the affairs of the Company. Such a hole-time Director/s shall be entitled to receive such remunerations, fees, commission and money as may be agreed to be the Lenders".

121. The remunerations of a Director for his service shall be such amount, not exceeding the sum as may be prescribed pursuant to section-310 of the act the Directors may fix for every meeting of the Board or Committee thereof attended by him and in addition may receive commissions as subject to provisions of section-269, 309, 310, 198 and 314 of the act.

122. The Directors may allow and pay to any Director who not being a bona fide resident of the place where the meeting of the Board of Directors or a Committee thereof is held, shall come to the place for the purpose of attending the meeting, such sum or sums of money as the Directors may consider fair compensation for his travelling and other expenses, in addition to his fees for attending such meeting as above specified; and the Director may from time fix the remuneration to be paid to any member or members of their body constituting a committee appointed by the Directors in terms of these Articles and may pay the same.

123. If any Director, being willing, shall be called to perform extra services (which expression shall include work done by a Director as member of any Committee formed by the Directors or in relation to signing share certificate or debenture) or to make any special exertions for any of the purpose of the Company, the Company shall remunerate the Director so doing either by fixed sum

or by a percentage of profits, or otherwise as may be determined by the Directors; and such remuneration above provided.

Dividends & Capaitalisation

Articles 155-167

155. (i) Subject to the rights of person if any entitled to shares with special rights as to dividends, all dividends, shall be declared and paid according to the amount paid or credited as paid on the shares in respect where of the dividend paid on the shares but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid accordingly to the nominal amount of the shares.

(ii) Unless otherwise decided by the Board all dividend shall be appointed and 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 particular date such share shall rank for dividend accordingly.

(iii) When capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest come right to participate in profits.

156. The Company in General Meeting may subject to the provisions of section 205 of the Act declare dividend to be paid to the members according to their respective rights and interest in the profits ad may the time for payment.

157. No dividend shall exceed the amount recommended by the Directors however, the Company in General Meeting may declare a smaller dividend than recommended.

158. Subject to the provisions of the Act, the declaration by the Board as to the amount of the net profits of the Company in any shall be conclusive.

159. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

160. The Board may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

161. The Board may retain the dividend payable upon shares in respect of which any person is under the Transmission Article entitled to become a member, or which any person under that Article is entitled to transfer until such person shall become a member or shall duly transfer the same.

162. No member shall be entitled to receive payment at any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or otherwise, howsoever, either alone or jointly with any other person or persons; and the Board may deduct from the interest or to the Company dividend payable to any member all sums of money do due form him to the Company.

163. Any General Meeting declaring a dividend may make a call on the members of such call together amount as the meeting fixes, but so that the call on 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 may, if so arranged between the Company and the members, be set off against the, call.

164. Anyone of the several persons who are registered as joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

165. Unless 'otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint-holders to the registered address of that one whose name stands first on the Register In respect of the joint-holders or to such address as the member or person entitled or such joint-holders, as the case may be, may direct.

166. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement on any cheque or warrant or the fraudulent or improper recovery warrant lost in thereof by any other means, several executors or administrators of a deceased transmission member in whose sole name any share stands shall for the purpose of this clause be deemed to be joint-holder thereof.

167. "No unclaimed or unpaid dividend shall be forfeited by the Board". Dividends remaining unclaimed after having been declared shall be dealt with in accordance with the provisions of Section 205 A and 205 B of the Act, for the time being in force.

Unpaid of Unclaimed Dividend

Articles 167A -170

167A. Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 42 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 42 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of "RAMA MEDICARES LIMITED" and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by the Company to the general revenue account 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. No unclaimed or unpaid dividend shall be forfeited by the Board.

168. The payment of every cheque or warrant sent under the provisions of the preceding When Articles No. 165 hereof shall it such cheque or warrant purports to be duly endorsed be a good discharge to the Company in respect thereof, Provided nevertheless that discharge the Company shall not be responsible for the loss of any cheque, dividend warrant or postal money order which shall be sent by post to any member or by his order to any other person in respect of any dividend.

169. (i) The Company in General Meeting may, upon the recommendation of the Board resolve :

a) That it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company reserve accounts or to the credit of the profit and loss account, or otherwise available for distribution; and

b) That such sum be accordingly set free for distribution in the manner specified in (2) amongst, the members who would 'have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) either in or towards -

(a) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(b) paying up in full, unissued shares of the Company to the allotted and distributed, credited, as fully paid up, to and amongst such members in the Proportions aforesaid; or

(c) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

(ii) A share premium account and a capital redemption reserve account may, for the purpose of the regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

(iv) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

170. (i) Wherever such a resolution as aforesaid shall have been passed, the Board shall

(a) Make full appropriations and applications or undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, it any; and

(b) Generally, all act and things required to give effect thereto.

(ii) The Board shall have full power -

(a) to make such provisions, by the issue of fractional certificates or by payment in case or otherwise as if thinks fit, in case of shares or debentures becoming distributable in fractions, and also.

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or {as the case may) require for the payment up by the Company on their behalf. by to the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares,

Any agreement made under such authority shall be effective and binding on all such members,

Accounts

Article 171

171. Every Balance Sheet and profit and Loss Account of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regard any matters in respect of which modifications may from time to time be considered proper by the Board of Directors and approved by the share-holders at a General Meeting

Winding Up

Article 184-185

184. Upon the winding up of the Company, the holders of Preference Shares, if any shall as be entitled to be paid all arrears of preferential dividend up to the commencement of winding up and also to be repaid the amount of capital paid up or credited as paid up on such Preference Shares held by them respectively, in priority to the Equity Shares, but shall not be entitled to any other further rights to participate in profits or assets: subject as aforesaid and to the rights of any other holders of shares entitled to receive preferential payment over the Equity Shares, in event of tile ending up of the Company the holders of the Equity Shares shall be entitled to be repaid the amount of capital paid up or credited as paid up on such shares and all surplus assets there after shall belong to the holders of the Entity Shares in proportion to the amount paid-up Ordinary credited as paid up on such Equity Shares respectively, at the commencement of the winding up if the assets shall be insufficient to repay the whole of the paid-up Ordinary Capital such, assets shall be distributed so that as nearly as may be the losses shall be borne by the members holding Equity Shares in proportion to the capital paid up or which ought to have been paid up on the Equity Shares held by them respectively at the commencement of the winding up. Other than tile amounts paid by them in advance of calls.

185. If the Company shall be wound up, whether voluntarily or otherwise, the Liquidators may, with the sanction of a Special Resolution of the Company and any other sanction

Secrecy

Articles 151-152

151. Subject to the provisions of these Articles and the Act no member or other person (not being a Director) shall be enter the property of the Company or inspect or examine the Company's premises or properties of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company trading or any matter which is or may be In the nature of the trade secret, mystery or trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the directors, will be inexpedient in the interest of the Company to communicate.

152. Every Director, Manager, Auditor, Trustee, member of a Committee; officer servant, agent accountant or other person employed in the business of the Company, shall, it so required by the Directors of Managing Director sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall be such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of the duties except when required to company the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained or the Act.

SECTION VIII - OTHER INFORMATION

MATERIAL CONTRACT AND DOCUMENTS FOR INSPECTION

The following contracts and agreements (not being contracts entered into in the ordinary course of business carried on or intended to be carried on by the Company or contracts entered into more than two years before this Draft Red Herring Prospectus), which are or may be deemed material have been entered or to be entered into by the Company. Copies of these contracts together with copies of documents referred under Material Documents below all of which have been attached to the copy of this Draft Red Herring Prospectus may be inspected at the Registered Office of the Company from 10:00 am to 5:00 pm on any working day from the date of this Draft Red Herring Prospectus until the Bid / Issue Closing Date.

Material contracts to the Issue

1. Memorandum of Understanding dated September 02, 2010 entered into amongst the Company and Keynote Corporate Services Limited, Book Running Lead Manager to the Issue.
2. Memorandum of Understanding dated September 15, 2010 entered into between the Company and Karvy Computershare Private Limited, Registrar to the Issue.
3. Escrow Agreement dated [•], between the Company, the BRLM, the Escrow Collection Banks and the Registrar to the Issue.
4. Syndicate Agreement dated [•] between the Company, BRLM and Syndicate Members.
5. Underwriting Agreement dated [•] between the Company, BRLM and Syndicate Members.
6. Copy of Tripartite agreement dated [•] entered into between the Company, CDSL and Registrar to the Issue.
7. Copy of Tripartite agreement dated [•] entered into between the Company, NSDL and Registrar to the Issue.

Material Documents

1. Certificate of Incorporation dated April 21, 1995 and Fresh Certificate of Incorporation dated January 17, 2003 consequent upon change of name on conversion into Public Limited Company issued by Registrar of Companies, Uttar Pradesh & Uttarakhand, Kanpur
2. Memorandum of Association and Articles of Association of the Company, as amended from time to time.
3. Shareholders' resolutions dated January 22, 2010 in relation to this Issue.
4. Resolutions of the general body for appointment of the whole-time Director.
5. Copies of Auditors reports of the Company for the financial years ending on March 31, 2006, 2007, 2008, 2009 and 2010.
6. Consents of Auditors, BRLM, Registrar to the Issue, Legal Advisor to the Issue, Directors of the Company, Company Secretary and Compliance Officer, as referred to, in their respective capacities.

7. Legal Due Diligence Report dated September 21, 2010 by M/s Zenith India Lawyers, Legal Advisor to the Issue.
8. Due Diligence Certificate dated September 21, 2010 to SEBI from Keynote Corporate Services Limited.
9. Copy of certificate dated September 15, 2010 issued by M/s SAP Associates, Chartered Accountants and Statutory Auditors of the Company in terms of Part II Schedule II of the Companies Act 1956 including capitalisation statement, taxation statement and accounting ratio.
10. Copy of certificate dated September 15, 2010 issued by M/s SAP Associates, Chartered Accountants and Statutory Auditors of the Company regarding tax benefits accruing to the Company and its shareholders.
11. Copy of certificate dated September 15, 2010 received from M/s SAP Associates, Chartered Accountants regarding sources and deployment of funds.
12. License Agreements between the Company and Rama Educational Society
13. In-principle approval dated [•] and [•] from BSE and NSE for listing of the securities of the Company.
14. Report of the IPO grading agency, [•] dated [•], furnishing the rationale for its grading, disclosed in this Offer Document.
15. SEBI Observation Letter No. [•] dated [•] issued by the Securities and Exchange Board of India & Copy of the Compliance Letter dated [•] filed by Keynote Corporate Services Limited with Securities and Exchange Board of India.

Any of the contracts or documents mentioned in this Draft Red Herring Prospectus may be amended or modified at any time if so required in the interest of the 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.

PART III

SECTION IX - DECLARATION

All the relevant provisions of the Companies Act, 1956 and the Guidelines issued by Government of India or the Regulations issued by Securities and Exchange Board of India as the case may be have been complied with and no statement made in this Draft 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 or regulations issued there under, as the case may be. The Board of Directors further certify that all the statements in this Draft Red Herring Prospectus are true and correct.

SIGNED BY THE DIRECTORS OF THE COMPANY

Sd/-
B.S. Kushwah
Chairman & Managing Director

Sd/-
Suraj
Managing Director

Sd/-
Rama Kushwah
Whole time Director

Sd/-
Anu Kushwah
Whole time Director

Sd/-
Jagatveer Singh Drona
Director

Sd/-
Jagannath Pal
Director

Sd/-
Tilak Raj Joshi
Director

Sd/-
Raghunandan Prasad Pathak
Director

Signed by Company Secretary & Compliance Officer

Sd/-
Nidhi Agarwal

Date:
Place: Kanpur