



PLANET 41 MOBI-VENTURE LIMITED

[Incorporated as "Planet 41 Entertainment Limited" on September 13, 2006 under the Companies Act, 1956 vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. The name of the Company was changed to "Planet 41 Mobi-Venture Limited" and a fresh Certificate of Incorporation was received on March 18, 2008 from Registrar of Companies, Maharashtra, Mumbai. The Corporate Identity Number of the company is U92120MH2006PLC164541]

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Contact Person: Mr. Mayank Bhargava, Company Secretary & Compliance Officer

[For details regarding change in Registered office of the Company please refer to section titled "History & Corporate Structure of the Company" on page.81 of this Offer Document]

PUBLIC ISSUE OF 39,00,000 EQUITY SHARES OF RS. 10/- EACH ("EQUITY SHARES") OF PLANET 41 MOBI-VENTURE LIMITED (THE "COMPANY" OR THE "ISSUER") FOR CASH AT A PRICE OF RS. [●] PER EQUITY SHARE (INCLUDING SHARE PREMIUM OF RS. [●] PER EQUITY SHARE), FOR CASH AGGREGATING TO RS. [●] LACS (THE "ISSUE"). THE ISSUE WOULD CONSTITUTE 37.24% OF THE POST ISSUE PAID-UP CAPITAL OF THE COMPANY.

**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 MR. SOMIL GUPTA AND MR. SANGAM GUPTA**

This Issue is being made in terms of regulation 26(2)(a)(i) and b(i) of SEBI (ICDR) Regulations, 2009, as amended from time to time, where by, at least 50% of the offer to public shall be allotted to QIBs, failing which the full subscription monies shall be refunded. (In case of delay, if any in refund, Planet 41 Mobi -Venture Limited, shall pay interest on the application money at the rate of 15% per annum for the period of delay). 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. The Issue is being made through the 100% Book Building Process wherein at least 50% of the offer to the public shall be allocated on a proportionate basis to eligible Qualified Institutional Buyers, out of which 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 eligible Qualified Institutional Buyers, including Mutual Funds, subject to valid Bids being received at or above Issue Price. Further, upto 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and upto 35% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

RISK IN RELATION TO 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 at the lower end of price band and [●] times of the face value at the higher end of price band. The Issue Price (as determined by the Company, in consultation with the Book Running Lead Manager to the Issue, on the basis of assessment of market demand for the Equity Shares offered by way of Book Building Process) should not be taken to be indicative of the market price of the Equity Shares after the Equity Shares are listed. No assurance can be given regarding an active and/or sustained trading in the Equity Shares of the Company or regarding the price at which the Equity Shares will be traded after listing.

GENERAL RISKS

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. ix 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. 14.

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

KEYNOTE

CORPORATE SERVICES LTD.

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

REGISTRAR TO THE ISSUE



BIGSHARE SERVICES PRIVATE LIMITED

E2/3, Ansa Industrial Estate, Sakivihar Road,
Sakinaka, Andheri (E), Mumbai - 400 072
Tel: +91 - 22- 2847 0652/53
Fax: + 91 - 022- 2847 5207
E-mail: ashok@bigshareonline.com
Website: www.bigshareonline.com
SEBI Regn No.: INR000001385

ISSUE SCHEDULE

BID/ISSUE OPENS ON : [●]

BID/ISSUE CLOSES ON : [●]

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DEFINITIONS AND ABBREVIATIONS

TERM	DESCRIPTION
"Planet 41", "the Company", "Company", "We", "us", "our Company" or "Issuer"	Unless the context otherwise requires, refers to Planet 41 Mobi-Venture 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. Dass Maulik Mahendra K Agrawala & Co., Chartered Accountants.
Board/ Board of Directors	The Board of Directors of the Company or a Committee constituted thereof.
Director(s)	Director(s) of Planet 41 Mobi-Venture Limited, unless otherwise specified.
Memorandum of Association	The Memorandum of Association of the Company.
Promoters	Mr. Somil M. Gupta and Mr. Sangam M. Gupta.
Registered Office of the Company	110, Linkway Estate, New link Road, Malad (West), Mumbai- 400064, Maharashtra, India.

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	An Investor who intends to apply through ASBA process and is applying through blocking of funds in a bank account with the SCSB
ASBA Form	Bid cum Application form for 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.
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

TERM	DESCRIPTION
	this Issue, which shall be notified in an English national newspaper, a Hindi national newspaper and a Regional newspaper with wide circulation.
Book Building Process/ Method	Book building mechanism as provided under Schedule 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 and it shall be any price within the Price Band. A Bid submitted at the Cut-off Price by a Retail Individual Bidder is a valid Bid at all price levels within the Price Band. 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, Mumbai, following which the Board of Directors shall allot Equity Shares 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 39,00,000 Equity Shares of Rs. 10/- each,

TERM	DESCRIPTION
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 100% to all applicants.
Mutual Funds	Means Mutual funds registered with SEBI pursuant to the SEBI (Mutual Funds) Regulations, 1996, as amended from time to time.
Non Institutional Bidders	All Bidders that are not Qualified Institutional Buyers or Retail Individual Bidders who have Bid for Equity Shares for an amount more than Rs.1,00,000/- (but not including NRI's other than Eligible NRI's).
Non Institutional Portion	The portion of the Issue being not less than 5,85,000 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
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, Maharashtra, containing, <i>inter alia</i> , 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; insurance funds set up and managed by army, navy or air force of the Union of India.
QIB Portion	Consists of 19,50,000 Equity Shares of Rs. 10/- each, being atleast 50% of the Issue, available for allocation to QIBs. 5% of the QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds only.
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.

TERM	DESCRIPTION
Registrar/ Registrar to this Issue	Bigshare Services Private Limited
Retail Individual Bidders	Individual Bidders (including HUF's) who have Bid for an amount less than or equal to Rs. 1,00,000 in any of the bidding options in this Issue.
Retail Portion	Consists of 13,65,000 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/Companies Act/ the 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.
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
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, Maharashtra
RoNW	Return on Net Worth

INDUSTRY RELATED TERMS

TERM	DESCRIPTION
BWA	Broadband Wireless Access
CDMA	Code Division Multiple Access

TERM	DESCRIPTION
CMS	Call Management Services
CRBT	Caller Ring Back Tone
EDGE	Enhanced Data for Global Evolution
FMC	Fixed Mobile Convergence
GSM	Global System for Mobile communication
GPRS	General Packet Radio Service
IM	Instant messaging
IMS	IP Management System
IP	Internet Protocol
IPR	Intellectual Property Rights
IVR	Interactive Voice Response
IVVR	Interactive Voice and Video Response
IVRS	Interactive Voice Response System
JAVA	JAVA Technology Platform of SUN Microsystems
MMS	Multimedia Messaging Service
MMSC	Multimedia Messaging Service Centre
MP3	A format for audio files
MVNO	Mobile Virtual Network Operator
MVAS	Mobile Value Added Services
NGN	Next Generation Network
NIDQS	National Integrated Directory Enquiry Service
NNP	National Numbering Plan
OBDs	Outbound dialers
OOH Media	Out of Home Media
OSS	Operation Support System
RBT	Ring Back Tone
RBV	Ring Back Video
SIP	Session Initiation Protocol
SIM Card	Subscriber Identity Module
SMS	Short Message Service
SMSC	Short Messaging Service Centre
TCP/IP	Transmission Control Protocol/Internet Protocol
TCP/UDP/IP	Transmission Control Protocol/ User Datagram Protocol /Internet Protocol
TRAI	Telecom Regulatory Authority of India
TRPs	Television Rating Points
UMTS	Universal Mobile Telecommunications System
URL	Uniform Resource Locator
USSD	Unstructured Supplementary Services Data
VASP	Value Added Service Providers
VBT	Video Back Tone
VoIP	Voice over Internet Protocol
VSPD	Virtual Serial Port Driver
WAP	Wireless Application Protocol
WLL	Wireless Local Loop
WML	Wireless Markup Language
UME	Universal Memory Exchanger
USSD	Unstructured Supplementary Service Data
3G Networks	Third Generation Technology Standards

CERTAIN CONVENTIONS; USE OF MARKET DATA

Unless stated otherwise, the financial information used in this Red Herring Prospectus is derived from the Company's financial statements as of and for the period ended 31st December, 2009, year ended 31st March, 2009 nine months ended 31st March 2008 and 30th June 2007 prepared in accordance with Indian GAAP the Companies Act and in accordance with SEBI Regulations, as stated in the report of the statutory Auditors.

Our fiscal year commences on April 1 and ends on March 31 of a particular year. Unless stated otherwise, references herein to a fiscal year (e.g., fiscal 2009), are to the fiscal year ended 31st March of a particular year.

In this Red Herring Prospectus, any discrepancies in any table between the total and the sum of the amounts listed are due to rounding-off.

All references to 'Rupees' or 'Rs.' are to Indian Rupees, the official currency of the Republic of India. One crore is the unit in the Indian numbering system representing 10 million or 100 lac and one lac is the unit in the Indian numbering system representing 100,000; thus, for example, Rs. 10 crore equals Rs. 100 million. All references to '\$', 'US\$' or 'U.S. Dollars' are to United States Dollars, the official currency of the United States of America.

Market data used in this Red Herring Prospectus has been obtained from industry publications and internal Company reports. 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 Company believes the market data used in this Red Herring Prospectus is reliable, it has not been independently verified. Similarly, internal Company reports, while believed to be reliable, have not been verified by any independent source.

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 our company' beginning on page no. 195 of this Offer Document, defined terms have the meaning given to such terms in the Articles of Association of our company.

CURRENCY OF PRESENTATION

In this Offer Document, references to "Rupees" or "Rs." are to Indian Rupees, the official currency of the Republic of India.

FORWARD-LOOKING STATEMENTS

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 our 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 our actual results to differ from Issuer’s expectations, see the sections titled “Risk Factors” beginning on page ix, 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.

PART I

SECTION I - RISK FACTORS

Any investment in the Issuer may not be suitable for all recipients of this Offer Document. Any potential investors are accordingly advised, before any investment, to consult independent financial advisers who specialise in advising on making investments in Indian securities and are conversant with rules and regulations governing investments in India.

Investors should carefully consider the risks described below and the other information in this Offer Document before investing. The Issuer's business and/or the Share Price could be adversely affected by any of these risks. In particular, any potential investor in, or purchaser of, Shares should pay particular attention to the fact that the Issuer is governed in India by a legal or regulatory environment which, in some respects, may differ from that which prevails in other countries. The trading price of the Shares could decrease due to any of these risks which may lead to losing all or part of the investment.

The risk factors noted in this section and other factors noted throughout the Offer Document, including certain risks and uncertainties, could cause actual results to differ materially from those contained in any forward looking statement.

The following risk factors do not purport to be an exhaustive list or explanation of all the risk factors involved in investing in the Company and they are not set out in any order of priority. In particular, the Company's performance might be affected by changes in market and/or economic conditions and in legal, regulatory and tax requirements.

Additionally, there may be further risks of which the Board of Directors are not aware or believe them to be immaterial at present, which may, in the future, adversely affect the Company's business and the market price of the Ordinary Shares.

The risk factors have been determined on the basis of their materiality. The following factors have been considered for determining the materiality:

- Some events may not be material individually, but may be found material collectively.
- Some events may have material impact qualitatively instead of quantitatively.
- Some events may not be material at present but may have material impact in the future.

An investment in Equity Shares involves a high degree of risk. You should carefully consider all of the information in this Draft 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.

Unless specified or otherwise stated in the relevant risk factors set forth below, the Issuer is not in a position to quantify the financial or other implications of any risks mentioned in this section.

A. INTERNAL RISK FACTORS AND RISKS RELATING TO COMPANY'S BUSINESS

1. *We are a party to certain legal proceedings that, if decided against us, could have an effect on our reputation, business prospects and results of operations classification of these legal and other proceedings instituted against our Company are given as follows.*

(Rs. In lacs)

Particulars	No. of cases/disputes	Approximate amount involved where quantifiable
Default in payment of Statutory Dues	2	15.62

For more details on cases filed against the company /promoters and cases filed by the company / promoters, please refer to the section Outstanding Litigations, Material Developments and Other Disclosures beginning on page 138 of this DRHP

2. *Contingent liabilities not provided which if materialize may have an adverse effect on our financial condition and future financial performance*

The details of contingent liabilities not provided for as per the audited accounts for the period ended 31st December 2009 are as follows:

Particulars	Amount (Rs. in lacs)
Unexpired Capital Commitments (Net off Capital Advances)	84.50
Total	84.50

In the event such contingent liabilities materialize it may have an adverse effect on our financial condition and future financial performance.

3. *Our funding requirements and the deployment of the net proceeds of the Issue are based on management estimates and have not been appraised by any bank or financial institution.*

The proposed objects for which the funds are being raised have 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 and sustainability of the Company, in the absence of any independent monitoring agency.

4. *We intend to use a portion of the funds being raised through this issue for setting up our corporate and branch offices the locations for which are yet to be identified. Any delay in setting up the offices may delay the implementation of the business plan.*

An amount of Rs, 630.00 lacs from the proceeds of the issue are to be deployed for setting up of corporate and branch offices. The locations of these offices are yet to be identified. Any delay in identifying the locations and entering into agreements for acquisition of these premises may delay our business plan. Such delays may lead to increases in prices for these offices may affect our cost and profit estimates. For more information, please refer to section Objects of the Issue beginning on page 28.

5. *We have not placed orders for the equipments proposed to be purchased by us as a part of the expansion / new facilities. We may face time and cost overruns in relation to the same.*

We shall be utilizing an amount of Rs. 1182.81 lacs from issue proceeds for purchase of equipments and hardware as detailed in the objects of issue. We have obtained quotations for equipments and the hardware but have not yet entered into any definite agreements or placed any orders for the same. We are subject to the risks on account of inflation in the price of the equipments that we require for the project. These factors may increase the overall cost of our project and have an adverse effect on our business and results of operations.

6. *We have not yet identified the acquisition targets for which the part of the issue proceeds will be utilised. Any delay in identification of these targets may have an effect on the operations and profitability of the company.*

We have earmarked Rs. [•] lacs for the general corporate purposes part of which will be utilized for proposed Strategic Acquisition activity. We are looking at profitable yet undervalued companies with a good strategic fit and complementary business portfolio. We are in the process of short listing companies for acquisition that meets the chosen criteria. The targets for acquisition could be companies in the field of Information, Communication & Education (ICE) solution, Mobile Technology, Content Development or Multimedia/Graphic Design. We have planned to deploy a part of the proceeds of the issue to capitalise on any such opportunities of Inorganic growth that may arise in the future. Any delay in identification of these targets may have an effect on the operations and profitability of the company

7. *We currently depend on music, entertainment and music related products/services including mobile radio, caller ringback tones, ringtone downloads, songs and wallpapers for a significant portion of our operating income.*

We earn majority of our operating income from our music related services, including mobile radio, caller ringback tones, ringtone downloads, songs, wallpapers. We expect to continue to derive a significant portion of our operating income from these services over the next few years. There could be a decline in the demand for our products/services and solutions due to various factors, including increases in the cost of our products/services and solutions due to an increase in the cost of the content we source, competition or technological advancements rendering our technology obsolete. A decrease in the popularity of our music related services and solutions among mobile phone users, or a failure by us to maintain, improve, update or enhance such services and solutions in a timely manner, enter into new markets, or successfully diversify our products/services and solutions could adversely affect our business, financial condition and results of operations.

8. *Our contracts with carrier customers do not obligate them to market or promote our services to their end-user subscribers.*

Most of our contracts with carrier customers are on a revenue sharing basis so resultantly we earn income only if our customers' end-user subscribers use or subscribe to the value added services offered by our customers. As a result, our income is subject to uncertainties that are beyond our control, such as market acceptance of our products and services by our customers' end-user subscribers and the subscriber mix and are dependent upon the pricing of the services, product placement and marketing and promotion activities conducted by our customers either jointly with us or solely. None of our contracts obligate our customers to market or distribute any of our products or services to their end-user subscribers. Without the appropriate marketing, promotion and pricing of the services we provide to our customers, the subscribers may not be aware of, or may cease to use, or decrease usage of, our products and services.

In addition, as most of our customer contracts are non-exclusive, our customers may purchase similar products and services from third parties and cease to offer our products and services in the future.

9. *Many of our contracts do not have a fixed term and are subject to renewal. If we are unable to renew or extend our contracts with our existing customers on terms acceptable to us or at all, our future financial condition and results of operations may be adversely affected.*

Our contracts with our carrier customers are generally term contracts of one year to three years in duration or open ended and in effect until termination by either party after a requisite notice period. All customer contracts are on a non-exclusive basis and we cannot guarantee that they will continue to be our customers. As these contracts reach the end of their stated terms, our customers can seek to renegotiate pricing or other terms with us or not renew the contracts. In addition, all of our contracts allow our customers to terminate a contract without cause after a requisite notice period, typically ranging from 30 to 90 days. There is no assurance that we will be able to maintain our existing business relationships with our customers. If we are unable to renew or extend our contracts with existing customers or if our customers seek to renegotiate the contracts on terms unfavorable to us as they expire, it may be difficult to find a suitable replacement carrier customer with the requisite licenses and permits, infrastructure and customer base. This may have an adverse effect on our growth, financial condition and results of operations.

10. *Delay or defaults in payments by our carrier customers or termination of the contract may adversely affect our income realization.*

Majority of our operating income is derived from our contracts with carrier customers, which provide for payments for most of our services on a revenue sharing basis. The billing process is based on usage records maintained by carrier customers and our reconciliation with those records. In the event of delayed payments beyond a certain period, we are entitled to discontinue our provision of services or terminate the contract without any liability of the customer, other than for payments owed. Any such termination of contract may lead to decrease in usage of the services provided to them by us or certain loss of end-user subscribers may have an adverse effect on our income, business, financial condition and results of operations.

11. *A few major customers account for a significant portion of our income. The loss of any one of our major customers, a decrease in the volume of business derived from these customers or a decrease in the prices at which we offer our services to them may adversely affect our operating income and profitability.*

We have derived and believe that we will continue to derive a significant portion of our income from a few major carrier customers. As a result of significant our reliance on a small number of carrier customers, we may face certain issues including pricing pressures. In addition, we have no guarantee of income under these agreements or minimum requirements for the use of our services. The loss or significant decrease in the volume of business from one or more of our large carrier customers would have an adverse effect on our business, financial condition and cash flows. Any significant decrease in spending on MVAS by the end user subscribers of our major customers may accordingly reduce the demand for our services and adversely affect our income, profitability and results of operations.

12. *We provide applications and services to our carrier customers who operate in a highly regulated industry, which may indirectly adversely affect our operations.*

We are subject to Telecommunications Regulatory Authority of India (“TRAI”) regulation under which we are required to apply for a tele-marketing license. However, we cannot guarantee that we may not be subject to other regulations and licensing requirements including new regulations issued by TRAI in the future which may adversely affect the business, financial condition and prospects. Our carrier customers operate in the telecommunications industry which is subject to extensive government regulation and licensing requirements. In addition, our carrier customers are required to obtain a wide variety of approvals and licenses from various regulatory bodies. There can be no assurance that such approvals will be granted on a timely basis or at all.

13. *The Do Not Call (“DNC”) regulation issued by TRAI imposes an obligation on us.*

TRAI has issued the DNC regulation which provides that if subscribers to telecom operators’ services do not wish to receive unsolicited commercial communication (“UCC”) on their telephone, it will be the operators’ responsibility to register its subscribers’ numbers with the National Do Not Call (“NDNC”) registry. Telemarketers can call only those numbers that are cleared by the NDNC registry. The regulations provide for registration of the telemarketers with the Department of Telecommunications (“DoT”), the registration of subscribers with the NDNC registry, and the mechanisms on which it would operate. We have registered with the DOT for all operational circles of our carrier customers. In the event that we violate these guidelines, marketing our services and products by way of SMS or voice communications may be directed to be stopped which will adversely affect the income from our application services, and thus our overall financial condition.

14. *Potential delays in the launch of new products in the market and lower than anticipated market acceptance of new or existing products could cause the Company to lose market share and adversely affect the Company’s results of operations.*

The Company operates in a highly competitive environment and the competitors could gain a significant advantage by introducing a new product in a particular segment before the Company does. In addition, the launch of new products may require substantial research and development expenses and generally higher initial marketing costs. The success of the product offerings also depends on the overall reputation and the strength of its brand. If the Company is unable for any reason to continue to provide such solutions or if market acceptance of any of its new or existing products is lower than anticipated, the Company may lose market share and face a material adverse effect on its business, financial condition and results of operations.

15. *Our senior management team and other key team members are critical to our continued success and the loss of such personnel or an inability to attract and retain talented personnel could harm our business.*

We are dependent on the continued service and performance of our senior management team and other key team members to continue our growth. Our growth strategy will place significant demands on our management and other resources because it requires us to continue to improve operational, financial and other internal controls. These key personnel possess technical and business capabilities that are difficult to replace. We do not maintain key man life insurance for any of our senior management or other key team members. The loss in the services of the members of our senior management or other key team members, particularly to competitors, or our failure to otherwise retain the necessary management and other resources to maintain and grow our business, may have an adverse effect on our results of operations, financial condition and prospects.

Our future success and our ability to maintain our competitive position and implement our business strategy are dependent to a large degree on our ability to identify, attract, train and retain technical

service operation and application development engineers and personnel with skills that enable us to keep pace with growing demands and evolving industry standards and on the continued service and performance of our senior management team and other key team members in our business units.

16. *We have made applications for registration of our intellectual property rights, which are currently pending.*

As of January 31, 2010, we have one registered trademark in our name. Our trademark and logo "Planet41" is registered under the Trademarks Act, 1999 in five different grades/class. We have filed an application for new trademark "mBingo" and "GO3" under the Trademarks Act, 1999 in three different grades/class. For more information, see the section "Our Business – Intellectual Property" beginning on page 74. We cannot assure that the application for registration of such trademarks which are pending registration will be granted by the relevant authorities.

17. *Our registered office is not owned by the company and has been taken on lease.*

Our registered office at 110, Linkway Estate, New Link Road, Malad, Mumbai has been taken on lease from Mr. Man Mohan Gupta (one of the individual in promoter group). An amount of Rs. 10 lacs has been paid to him towards interest free deposit for using the premises but no monthly rent is being paid for the same. The present lease is valid till March 31, 2011.

18. *The lease agreement entered into by the company for its delivery centre at Malad, Mumbai is inadequately stamped, as a result of which the operations may be impaired.*

The lease agreement entered into by the company for its delivery centre at Malad, Mumbai has not been adequately stamped or registered. In the event of any irregularity, the company may not be able to enforce the right over such property in case of a dispute with a third party and/ or the lessor.

19. *In the last twelve months, we have allotted Equity Shares at a price that may be lower than the Issue Price.*

We have issued 3,23,000 Equity Shares to Mr. Somil Gupta on 29/10/2009 at a price of Rs. 10/- per share. This price may be lower than the price at which equity shares are to be issued through this offer document. For details please see Capital Structure beginning on page no. 21.

20. *We had negative net cash flows from operating, investing and financing activities for the past years and may continue to do so in the future.*

Our net cash flows from operating activities for the year ended March 31, 2009 was negative amounting to Rs.226.80 lacs and nine months ended March 31, 2008 was negative amounting to Rs. 65.85 lacs. Our net cash flows from investing activities for nine months ended 31st December, 2009, year ended March 31, 2009, nine months ended March 31, 2008 and June 30, 2007 were also negative amounting to Rs. 0.57lacs, Rs. 164.17 lacs, Rs. 62.70 lacs and Rs.125.99 respectively. Our net cash flows from financing activities for the nine months ended 31st December, 2009 is Rs31.75 lacs. Any negative cash flows in future could affect the results of operations and financial conditions.

21. *One of our group companies has suffered loss in financial year ended March 31, 2009 and 2008.*

Our group company Somil Securities Private Limited has suffered loss of Rs.0.36 lacs and Rs.0.04 lacs in the financial year ended March 31, 2009 and 2008 respectively.

22. *Our company has entered into two new contracts, pursuant to which there are certain restrictive covenants.*

Our company has entered into a share subscription agreement with Brand Equity Treaties Limited (BETL). As per the agreement, BETL has invested Rs.254.00 lacs in the company and the restrictive covenants of the agreement include restrictions on issuance of any further shares from the share of commencement of the agreement till the time of IPO by the company. It also mentions that in case the present price is lower than the subscription price than the company shall issue and allot such number of shares as fresh offering to BETL for no additional consideration or the minimum additional consideration permitted in accordance with the applicable law, whichever is lower, such that the weighted average price of the subscription shares and the shares acquired by BETL at the fresh offering shall be equal to the present price. In the event the company is unable to issue fresh shares than the promoters shall transfer such number of shares at no additional consideration to BETL. Further, the agreement also states that the promoters shall not transfer any part of their shareholding without the prior written consent of BETL excluding inter-se transfer amongst promoters. The company shall not be merged with any other company or restructure in any manner including reduction of capital without obtaining the prior written consent of BETL. The company will get the intellectual property rights registered in the name of the company and for the benefit of the company.

EXTERNAL RISK FACTORS

1. *The performance of the company is linked to the stability in policies and political situation in India.*

The role of the Indian Central and State Governments in the Indian economy on producers, consumers and regulators has remained significant over the years. Since 1991, the Government of India has pursued policies of economic liberalization, including significantly relaxing restrictions on the private sector. Any political instability could delay the reform of the Indian economy and could have a material adverse effect on the market for Company's shares. The Company cannot assure that these liberalization policies will continue under the newly elected governments. Protests against privatization could slowdown the pace of liberalization and deregulation. The rate of economic liberalization could change, and specific laws and policies affecting Company's foreign investment, currency exchange rates and other matters affecting investment in Company's securities could change as well. A significant change in India's economic liberalization and deregulation policies could disrupt business and economic conditions in India and thereby affect Company's business.

2. *Conditions in the Indian securities market may affect the price or liquidity of the Shares*

The Indian securities markets are smaller and more volatile than securities markets in more developed economies. The Indian Stock Exchanges have in the past experienced substantial fluctuations in the prices of listed securities and the price of the Issuer's stock has been volatile to some extent.

The Indian Stock Exchanges have also experienced problems that affected the market price and liquidity of the securities of Indian companies. These problems include temporary exchange closures, broker defaults, settlement delays and strikes by brokers. In addition, the governing bodies of the Indian Stock Exchanges have from time to time imposed restrictions on trading in certain securities, limitations on price movements and margin requirements. Further, from time to time, disputes have occurred between listed companies and stock exchanges and other

regulatory bodies, which in some cases may have had a negative effect on market sentiment. Similar problems could happen in the future and, if they do, they could affect the market price and liquidity of the Issuer's Shares.

3. *Floods, earthquakes, terrorist attacks and other acts of violence or war/ destruction involving India and or other countries could adversely affect the country's business and economy, and consequently reflect on the Company's business.*

The consequences of any of the above are unpredictable and the Company may not be able to foresee events that could have a material adverse effect on its business, financial condition and results of operations.

4. *Risk of Force Majeure, Political, Economic and War Risks*

The Company's operations are dependent upon its ability to protect its infrastructure against damage from fire, earthquakes, floods, power loss and similar events and to construct infrastructure that are not vulnerable to the effects of such events. The occurrence of a natural disaster or other unanticipated problem at the Issuer's facilities or at the sites of its operations could cause interruptions in the services provided by the Issuer. Any such damage or failure that causes interruptions in the Issuer's operations could have a material adverse effect on the Issuer's business, operating results and financial condition. The Company's performance may also be affected by a number of factors beyond its control including political and economic developments both inside and outside India.

The consequences of any of the above are unpredictable and the Company may not be able to foresee events that could have a material adverse effect on its business, financial condition and results of operations.

Notes

- Investors are free to 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 Offer Document.
- The Net worth of the Company as on 31/03/2009 was Rs. 661.56 lacs and as on 31/12/2009 was Rs. 719.80 lacs
- Issue of 39,00,000 Equity Shares of the face value Rs. 10/- each at a price of Rs. [●] per Equity Share for cash at a premium aggregating Rs. [●] lacs.
- The average cost of acquisition of the equity Shares of Rs. 10 each by the Promoter is as under:

Name of the Promoter	Average Cost per share (Rs.)
Mr. Somil Gupta	4.17
Mr. Sangam Gupta	4.17

- None of group companies have business interest or other interests in our company
- For details of transaction by the issuer with group companies refer to the notes to the financial statements relating to related party transactions in the section titled "Related Party Transactions" on page 128 of this Draft Red Herring Prospectus.

7. The company being a mobile value added service provider that enables mobile aggregators and operators to deliver multimedia services to their subscribers changed the name from “Planet 41 Entertainment Limited” to “Planet 41 Mobi-Venture Limited” to reflect the exact nature of business and a fresh certificate of incorporation was received on March 18, 2008. Since the company continued to be in the same line of business the object clause of the Memorandum of Association was not amended.
8. There has been no financing arrangement whereby the Promoter group, the directors of the company and their relatives have financed the purchase by any other person of securities of the company other than in the normal course of business of the financing entity during the period of six months immediately preceding the date of filing of the Draft Red Herring Prospectus with SEBI.
9. 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.

SECTION II - INTRODUCTION

SUMMARY OF THE INDUSTRY AND BUSINESS OF THE COMPANY

Summary of Industry Overview

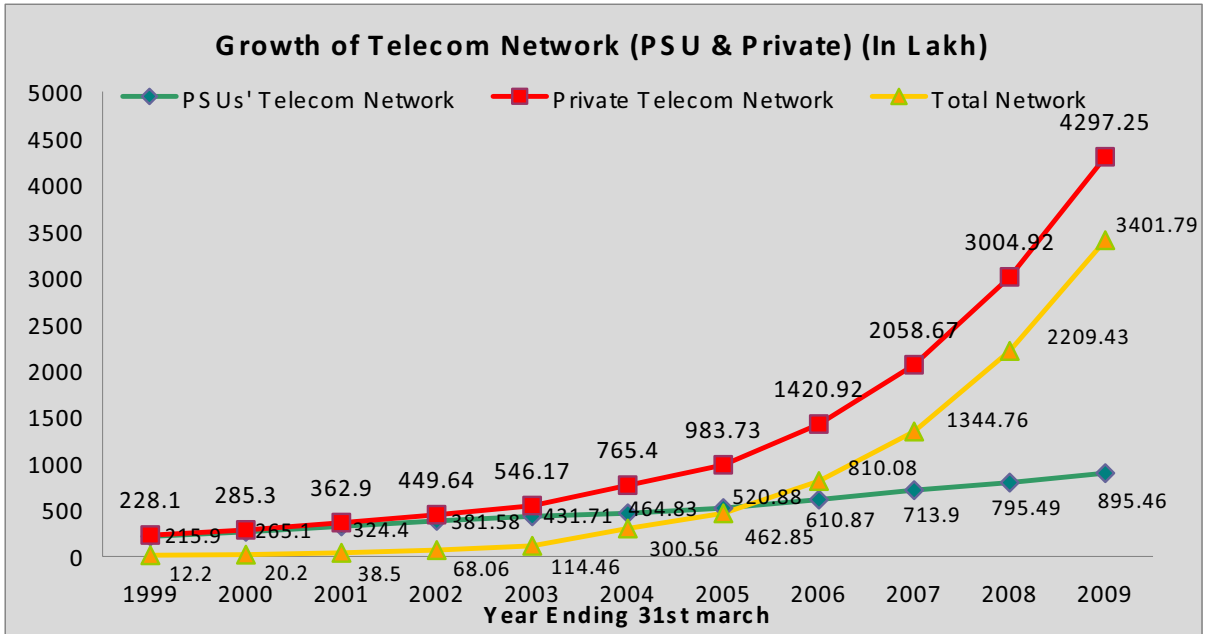
Telecommunications and Mobile Value Added Services (MVAS) Market

The Telecommunication Market

The telecom services have been recognized the world-over as an important tool for socio-economic development of a nation. Telecommunication is one of the prime support services needed for rapid growth and modernization of various sectors of the economy. It has become especially important in recent years because of enormous growth of information technology and its significant potential for the impact on the rest of the economy.

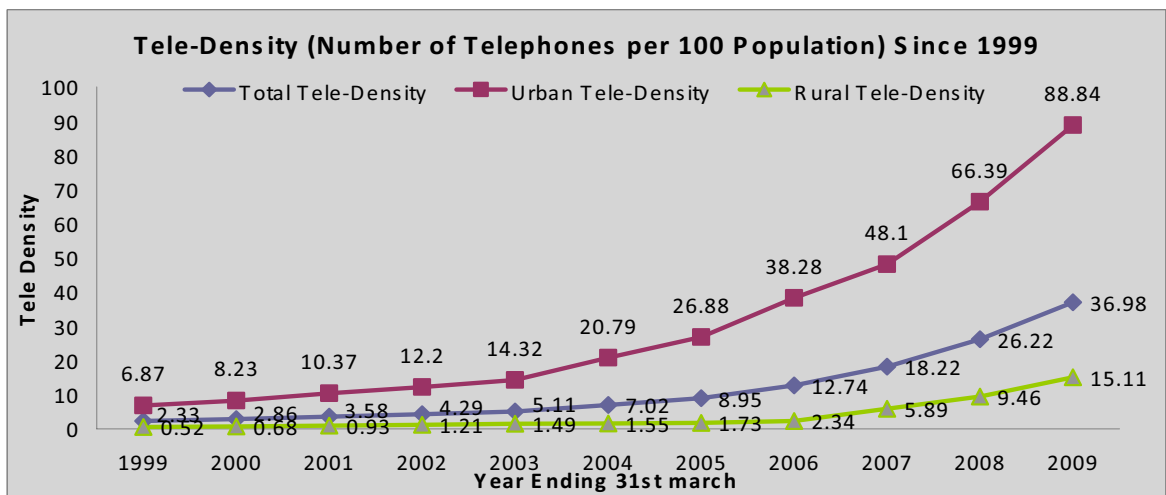
Telecommunications is one of the few sectors in India, which has witnessed the most fundamental structural and institutional reforms since 1991. Considering the great potential for the growth of telephone demand with the accelerated growth of economic activities, the Government of India announced the National Telecom Policy in 1994 and the New Telecom Policy in 1999. The National Telecom Policy provides for private sector participation to supplement the efforts of DoT in basic telephone services. The opening up of the basic services provided a big opportunity for private & foreign investors. More policy initiatives included Addendum to NTP -1999, Broadband Policy 2004, and Amendment to Broadband Policy 2004.

The entire sector is now open to unrestricted competition in all. The opening of the sector has not only led to rapid growth but also helped a great deal towards maximization of consumer benefits. The tariffs have been falling continuously across the board as a result of healthy and unrestricted competition and India today has one of the lowest tariffs in the world. Besides, as a result of the various measures and initiatives taken by the Government, India is now fast emerging as one of the leading telecom nations. The reforms process in the telecom sector is still on, aiming to remove the balance hurdles and limitations. With a strong population of over 1.1 Billion, India has become one of the most dynamic and promising. Telecom markets of the world. In recent times, the country has emerged as one of the fastest growing telecom markets in the world. It has third largest telecom network and the second largest wireless network in the world. (Source: *Annual Report 2008-09, Department of Telecommunications*)



Network Expansion

- The total number of telephones has reached 4297.25 lakh as on March 31, 2009 as compared to 3004.92 lakh as on March 31, 2008.
- While 1292.33 lakh connections were added during the twelve months of 2008-09, about 108 lakh connections were added every month during the current fiscal year.
- The teledensity, as given in the following graph, has shown a sustained increase during last few years.
- It increased from 26.22% in March 2008 to 36.98% in March 2009.
- Rural teledensity has shown a noticeable improvement in 2009.



Note. Wireless phones were not included in rural phones before March 2007

Value Added Services – Status in India and Potential for Growth

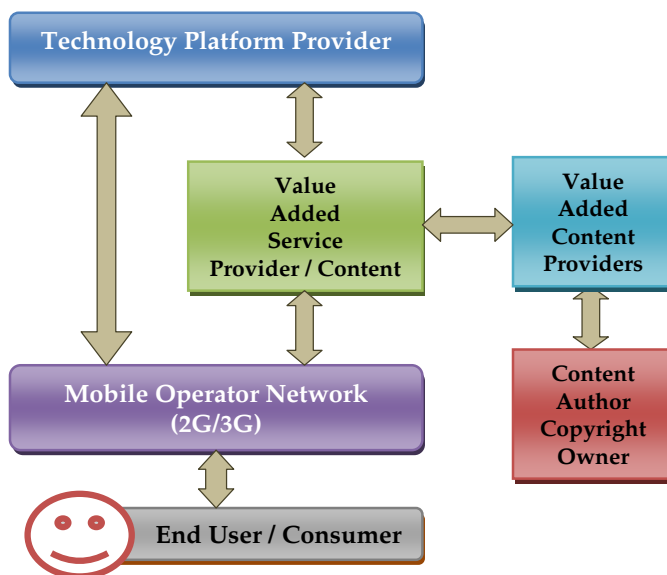
Presently, in the Indian market value added services are provided either directly by the telecom operators or by third party content aggregators/enablers generally known as Value Added Service Providers (VASPs). Examples of value added services provided directly by the telecom operators are SMS, GPRS. The commercial arrangements between telecom operators and Value Added Service Providers (VASPs) do exist. In many of these cases, the VASPs provide technology platform which enables a user to access content on to his mobile or terminal device. Examples of value added services provided through VASPs are astrology, ring back tunes. In most of the cases the VASPs do not own the contents but they have arrangements with the content providers/content developers or copyright owners known as content owners.

For some of the value added services, say SMS or Messaging, the value added services platform including gateway/middleware is provided by the telecom operator and VASP only provides the content. In the commercial agreements, compliance to copyrights, digital rights management including sourcing of the content is the responsibility of VASPs. The various mobile value added services, be it voice based or SMS based, are provided to the mobile phone customers through the SIM Card and through the Short Codes. The marketing of Value Added Services is done through advertisement/media by telecom operators mainly for the contents hosted by them and also through the VASPs. It is noticed that VASPs do have arrangements with various telecom operators for their products and these value added service products are provided under a unique short code across different networks. In such cases the VASPs also advertise/market the value added services collectively targeting the customers of different telecom operators with whom they have commercial agreements.

Value Added Services – Value Chain:

- The mobile value added services value chain consists of following:-
- Cellular Mobile Telephone Service Providers (telecom operators)
- Content Aggregators/Enablers [Value Added Service Provider (VASPs)]
- Content Authors/Producers or copyright owners (Content owners)
- Device/Mobile Handset Manufacturers
- End Users i.e. Customers

Figure:



The first stakeholder in the value added services value chain is the Content Authors/Producers or copyright owners known as content owners. They have commercial agreements or arrangements with the VASPs for providing or sharing the content with VASPs. In some cases the Mobile handset manufacturers have direct agreement with content owners or VASPs for content which are embedded in the handset or terminal device. An example of such content is games coming with the mobile handset. The role of VASPs is to provide contents for telecom operators. Contents are at times developed by the telecom operators themselves or directly by the VASPs, where the Telecom operators provides necessary platform to facilitate provision of value added services to the customers. Presently, the VASPs are neither regulated nor licensed and mainly they act as channel partners of telecom operator. The telecom operators are nevertheless the core in the value chain as they own network infrastructure and have a large customer base. The VASPs can provide services to the last link in the chain i.e. the end users through the network infrastructure including billing and customer care owned by the Telecom operators. The telecom operators by virtue of being owners of the network have near monopoly advantage in the value chain.

Value Added Services Offerings: In addition to SMS and Voice mail, the other value added services presently being provided by the telecom operators are listed below:-

Sl.	Types of VAS	Description
1	News	National, International, Business, Entertainment, Sports News
2	Finance	Stocks (NSE, BSE, NASDAQ etc.), FOREX
3	Entertainment	Games, Mobile TV and Jokes
4	Travel	Railways, Airlines
5	Downloads	Logos, Ringtones, Caller tones etc.
6	Astrology Service	Personal Horoscope / Personalised Prediction
7	Cricket	Cricket Score, Match Clippings, Cricket Commentary
8	Missed Call Alert	Subscriber to get a SMS alert of incoming calls when the subscriber's mobile phone is switched off / not reachable or busy
9	E-mail	Email through SMS
10	Music on Demand	Dial a song
11	Contest	Reality Show
12	GPRS / WAP	Mobile Internet, Mobile Chat, Mobile TV
13	MMS	Picture Messages, Picture Clippings
14	Health	Health Tips, Beauty Tips
15	M-Commerce	Transaction based services with multiple payment modes and supporting multiple domains like WAP, GPRS, SMS, IVR & Web.
16	Miscellaneous	Devotional, Movies & Music, Fun, and Location based services.

BUSINESS OVERVIEW

Our company is a mobile value added service (MVAS) provider of carrier-grade messaging platforms and gateways, content management systems, WAP and Voice platforms through managed services. Services provided by these platforms include interactive portals, community and user generated content applications, caller ring back tone and video streaming. We manage VAS and content platforms and aggregate content for operators and portals, manage the delivery of content and manage mobile campaigns for media, advertising and enterprise customers. We have created and aggregated 2G, 2.5G and 3G applications and products which can be routed over an Internet Protocol or IP network and enables mobile operators to deliver multimedia services. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Mobile operators are aggressively deploying next-generation wireless networks such as third generation or 3G networks that are capable of delivering high quality mobile multimedia services to subscribers. In deploying these new networks, mobile operators are seeking packet core network hardware and software that can deliver multimedia services with high performance, simplicity and reliability. We have developed our multimedia core network platforms and our proprietary software specifically to address the needs of packet-based mobile networks.

Our product portfolio includes music, information and entertainment based products and services (such as Caller Ring Back Tone, ringtone downloads Voice changer, song downloads, wallpapers), subscription services (such as sports updates, bollywood, commodity rates, jokes, yoga, news) enterprise services (such as inbound/outbound campaigns, bulk sms, voice sms, alerts, contests), mobile back up services, all of which enable subscribers to personalize their mobile phones and enhance user experience. Our products allow subscribers to access informational and entertainment content in many languages. Using our social networking platform, subscribers are able to generate their own interactive content through messaging and conversations. We provide these value added services and products through our carrier customers to mobile subscribers and enterprise clients using Interactive Voice Response System (IVRS), Short Message Service (SMS), Unstructured Supplementary Service Data (USSD), General Packet Radio Service (GPRS) and Wireless Application Protocol (WAP) technology and delivery methods. Our applications can be deployed on any network and accessed from most mobile handsets. Many of our products and services can be accessed by subscribers using a variety of delivery platforms, i.e., Voice, SMS, USSD, GPRS, WAP and 3G network, thereby enabling us to deploy our products and services across a majority of operators and networks. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Planet 41 is amongst the few MVAS providers in India to get the coveted ISO 9001:2008 certification. The Company has undertaken ISO 9001:2008 certification to demonstrate its capability to consistently provide services that enhance customer satisfaction through effective deployment of a quality management system.

Our value added services and products provide a source of additional revenue to our carrier customers with relatively insignificant capital expenditure. Our music, entertainment and information based value added products and services are dependent on the content which we provide. We have alliances with a number of content owners and license holders and licensed content is delivered to our carrier customers through our delivery platforms. As of 31st December, 2009, we had more than 1,50,000 songs in more than 17 languages, as well as logos, wallpapers and 12,000 ringtones in our content database to cater to the needs of multicultural and multilingual subscribers in India.

OUR COMPETITIVE STRENGTHS

The telecommunications services industry has grown exponentially in recent years as a result of India's expanding economy. Land-based telephone connections and services are inadequate for current consumer needs and mobile phones are increasingly filling the growing demand. Competitive pressures have also resulted in decreasing prices and declining average revenue per user in the Indian telecommunications industry and telecommunications operators and service providers are increasingly looking to additional services and products to support and grow their market share, revenues and margins.

Innovative platform based product development and diversity of products and services

We are continually engaged in the development of new products and services on our platforms to enhance the product portfolio we offer to our telecommunications carrier customers and other enterprises and bring new products and services to the market to address consumer needs and drive demand.

We continue to invest in the growth of our platforms to ensure that these are in tune with the requirements of our customers. In addition, we are constantly refining our offerings to improve adoption of mobility-related products by consumers and address pricing pressures. We provide a diverse portfolio of services, products and content, with a focus on entertainment, information and music. Our ability to offer a complete suite of products and services allows our customers to offer a wide range of user interface services to their subscribers, resulting in ease of market adoption, revenue growth, and higher subscriber satisfaction.

Established customer relationships

At present, some of the major telecommunications carriers in India form a part of our customer base viz. Vodafone, Reliance Communications (RCom), IDEA; enterprise customers such as Integrated Securities Ltd., PUG Securities, LKP Shares, PawanHans Helicopters; content aggregators such as Big Music, Venus, Star TV, Saregama, Times Music and retailers such as Big Bazaar, Bharti - Walmart Ltd., etc.

We have successfully marketed our solutions to a multitude of diverse telecommunication carriers customers. Service deployments with our customers involve complex hardware systems and software applications deeply embedded within the customer's core network systems. Since the service deployment on our customers' network is complex, our relationship development personnel provide support at our telecommunication carrier office, giving us the ability to expand quickly and efficiently the range of services deployed and benefiting from the revenue growth from their subscriber base.

Diversified content database

Our music, entertainment and information based value added services and products are dependent on the content we source, license, reformat and re-position. We have invested significant effort in growing the necessary relationships and have alliances with more than 45 content owners and license holders. We have a content database of more than 1,50,000 songs in more than 17 languages, as well as logos, wallpapers and 12,000 ringtones in our content database, to cater to the needs of multicultural and multilingual users in India. With our pan-India presence and a well diversified offering of value added products and services, we provide relevant services in a convenient manner to our consumers in the language of their choice. Hosting a gamut of content varieties, consisting of music, entertainment, information based services and subscription services we facilitate continuous access to the content required by our carrier customers.

OUR STRATEGY

Our strategy is to be the preferred VAS business partner of telecommunications carriers and enterprise clients. We strive to offer the most innovative platforms, products and services that can be accessed and used by our carrier customers' subscribers on mobile phones and by our enterprise clients, delivering value added voice services, data transmission, mobile commerce and communications.

Provide innovative applications to fulfill our carrier customers' total telecommunication needs in new and existing markets

In recent times mobile phones have developed beyond simple voice communications and have become a sophisticated multi-utility tool for consumers to enjoy and access a variety of services. We intend to

develop and launch innovative products and services that will meet the evolving needs of the end-user subscribers for our carrier customers and enterprise customers in our current markets, as well as market new products and services to new and existing customers in India and internationally. We continue to focus on and invest in our development activities, products and services which match consumer preferences.

Deepen our relationships with carrier customers

We intend to expand our geographic presence and market penetration in India. We intend to increase our market share with existing customers and fetching new customers by providing a broader range of services and products. In order to develop and support these new customer relationships, we intend to upgrade and expand our network of development, sales and support resources in potential growth markets and to enter into local partnerships and distribution arrangements. We also intend to be present in all aspects of the value added services chain, acting as a partner to our customers by managing the entire value added services offering of our customers.

Strengthen our long-standing content sourcing relationships

Our current initiatives include providing channels for both user generated and media generated content. Currently, the major growth in mobile telephony is from semi-urban and rural areas. With coverage expansion by the operators in semi-urban and rural areas where there are few entertainment and information outlets other than television, there is significant requirement for content focused on semi-urban and rural populations, such as commodity market prices, commodity rates, weather information and education. We are intend to have increased online content in these areas through our partnerships with content providers.

Pursue selective strategic acquisitions and investments

We continually seek new growth and acquisition opportunities in our existing business lines as well as related businesses to expand our geographic presence domestically, service offerings, customer relationships and technological expertise. By selecting the opportunities for growth and acquisition carefully and leveraging our transactional, project execution and operational skills, we expect to continue to expand our business. We will pursue similar opportunities in other regions to strengthen and grow our business, including investment in or acquisition of stakes in companies which support our business and product strategy.

Gain distribution partnerships and alliances

For selected markets and product categories, we intend to gain distribution partnerships with well established companies which have strengths that are complementary to ours. For example, we are presently re-selling products developed by Cellebrite Mobile Synchronisation Limited, Israel offering a standalone product that provides mobile content back up and quick, secure transfer of mobile handset content such as phonebook, sms's, pictures, videos, ringtones, audio files etc. from one mobile phone to another, regardless of mobile vendor, model, technology or carrier.

OUR PRINCIPAL PRODUCTS AND SERVICES

Our product and service portfolio empowers service providers to meet the needs of their customer's interest with state-of-art technology that delivers innovative, feature rich services to the end user.

Our Principal Products and Services



SWOT Analysis

Strengths	Weakness
<ul style="list-style-type: none"> • Innovative and wide range of products • Young, enthusiastic and qualified Promoters & management group • Established customer relationship with telecommunication carriers • Knowledge of industry – Technical and Commercial • ISO 9001:2008 company 	<ul style="list-style-type: none"> • Highly dependant on the number of mobile service providers, technology and related resources • Relatively new company with evolving management structure

Opportunities	Threats
<ul style="list-style-type: none"> • Consistent growth in the subscriber base • Providing service to the consumers through innovation to new levels of quality and performance • Increasing MVAS industry share in telecom revenue share • Increasing participation of mobile service providers • High growth industry and large portion of the market is untapped 	<ul style="list-style-type: none"> • Competition from established companies • Major clients may reduce intake drastically due to sudden recession resulting in an economic meltdown

SUMMARY OF FINANCIAL AND OPERATING INFORMATION

STATEMENT OF ASSETS AND LIABILITIES

(Rs. in Lacs)

Particulars		As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
A	Fixed Assets				
	Gross block	35.27	13.02	1.27	1.27
	Add During The Year	0.57	22.25	11.75	-
	Less Depreciation	9.63	6.19	1.65	-
	Net Block	26.21	29.08	11.37	1.27
	Add: Capital work in progress	221.09	221.09	79.18	28.22
	Net Block after adjustment for Revaluation Reserve	247.30	250.17	90.55	29.49
B	Investments	96.50	96.50	96.50	96.50
C	Current Assets, Loans and Advances				
	Inventories	21.55	10.55	-	2.99
	Deposits	24.25	14.16	13.65	1.65
	Sundry Debtors	77.03	7.89	1.95	1.96
	Cash and Bank Balances	20.69	9.53	2.51	0.45
	Loans and Advances	290.64	319.69	70.72	0.08
	Total Current Assets	434.16	361.82	88.83	7.13
D	Deferred Tax Asset	1.88	-	-	-
E	Liabilities and Provisions:				
	Unsecured Loans	-	-	-	8.21
	Current Liabilities and Provisions	60.04	46.93	20.85	3.80
	Total liabilities	60.04	46.93	20.85	12.01
F	Net Worth (A+B+C+D-E)	719.80	661.56	255.02	121.11
G	Represented by				
	Share Capital	657.24	241.55	207.70	15.15
	Equity share Application money	-	0.55	42.60	104.55
	Reserves & Surplus	62.77	419.70	4.99	1.71
	Total	720.01	661.80	255.29	121.41
H	Misc. Expenditure to the extent not written off or adjusted	0.21	0.24	0.27	0.30
I	Net Worth (G-H)	719.80	661.56	255.02	121.11

STATEMENT OF PROFIT AND LOSS ACCOUNT

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Sales:	110.07	64.05	18.30	3.26
Other Income	-	0.08	0.01	-
Closing Stock	21.55	10.55	-	2.99
Total Income	131.62	74.68	18.31	6.25
Expenditure				
Purchases	20.91	18.96	0.28	-
Staff Costs	22.52	9.70	2.35	3.85
Administration Expenses	38.62	28.38	6.00	0.69
Opening Stock	10.55	-	2.99	-
Total Expenditure	92.60	57.04	11.62	4.54
Earning Before Depreciation Interest & Tax	39.02	17.64	6.69	1.71
Depreciation	3.44	4.55	1.65	-
Net Profit before tax and Extraordinary items	35.58	13.09	5.04	1.71
Taxation				
Current Income Tax	10.99	4.46	1.61	-
Fringe benefit Tax	-	0.13	0.14	-
Deferred Tax	-	-	-	-
Net Profit before Extraordinary Items	24.59	8.50	3.29	1.71
Extraordinary items	-	-	-	-
Net Profit after Extraordinary Items	24.59	8.50	3.29	1.71

Cash Flow Statement

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Cash Flows from Operating Activities				
Net Profit before Taxation	35.58	13.09	5.04	1.71
<i>Adjustments for:</i>				
Depreciation	3.44	4.55	1.65	-
Preliminary expenses Written off	0.03	0.03	0.03	(0.30)
Operating Profit before Working Capital Changes	39.05	17.67	6.72	1.41
Change in Inventories	(11.00)	(10.55)	2.99	(2.99)
Change in Deposits	(10.09)	(0.51)	(12.00)	(3.69)
Loans and advances	29.05	(248.97)	(70.64)	-
Sundry Debtors	(69.15)	(5.94)	0.01	-
Change in Current Liabilities	13.72	26.09	8.84	12.01
Income tax	(10.99)	(4.59)	(1.75)	-
Deferred tax	(0.62)	-	-	-
Net Cash Flow from Operating Activities	(20.03)	(226.80)	(65.85)	6.74
Cash Flow from Investing Activities				
Purchase of Fixed Assets	0.57	22.25	11.75	1.27
Capital Work in progress	-	141.91	50.95	28.22
Investments Purchased	-	-	-	96.50
Net Cash Flow used in Investing Activities	(0.57)	(164.16)	(62.70)	(125.99)
Cash Flows from Financing Activities				
Proceeds from Issuance of Capital	32.30	33.85	192.55	15.15
Share Premium	-	406.20	-	-
Increase in equity share application money	(0.55)	(42.05)	(61.95)	104.55
Net Cash Flow from Financing Activities	31.75	398.00	130.60	119.70
Net increase in cash and cash equivalents	11.15	7.03	2.06	0.45
Cash and Cash Equivalents (Opening Balance)	9.54	2.51	0.45	-
Cash and Cash Equivalents (Closing Balance)	20.69	9.54	2.51	0.45

THE ISSUE

Public Issue aggregating to Rs. [•] lacs	
Equity Shares offered	39,00,000 Equity Shares of Rs.10/- each aggregating Rs. [•] lacs
Comprising of :	
A. QIB Portion:	At least 19,50,000 Equity Shares aggregating Rs. [•] lacs, constituting at least 50% of the Issue will be available for allocation to Qualified Institutional Buyers on a proportionate basis. 5% of the QIB Portion, constituting 97,500 Equity Shares shall be available for allocation on proportionate basis to Mutual Funds only, and the balance QIB Portion shall be available for allocation on a proportionate basis to all QIBs, including Mutual Funds. If at least 50% of the Issue cannot be allocated to QIBs, then the entire application money will be refunded.
B. Non- Institutional Portion⁽¹⁾:	5,85,000 Equity Shares of Rs.10/- each, constituting not less than 15% of the issue (allocation on proportionate basis).
C. Retail Portion⁽¹⁾:	13,65,000 Equity Shares of Rs.10/- each, constituting not less than 35% of the issue (allocation on proportionate basis).
Equity Shares outstanding prior to the Issue:	67,67,785 Equity Shares of Rs.10/- each
Equity Shares outstanding post the Issue:	1,06,67,785 Equity Shares of Rs.10/- each

⁽¹⁾Under-subscription in "B" and "C" categories if any, would be allowed to be met with spill over interest from any other categories, at the sole discretion of the Company in consultation with the BRLM.

Use of the Proceeds

Please see section titled "Objects of the Issue" on page no 28 of this offer document

Bid/Issue Programme

BID/ISSUE OPENS ON	[•]
BID/ISSUE CLOSES ON	[•]

GENERAL INFORMATION

Name of the Company	Planet Mobi-Venture Limited
Registered Office	110, Linkway Estate, New link Road, Malad (West), Mumbai- 400064, Maharashtra, India.
Contact Person	Mr. Mayank Bhargava, Company Secretary & Compliance Officer
Registrar of the Companies	100, Everest, Marine Drive, Mumbai - 400 002
Registration Number	164541
CIN	U92120MH2006PLC164541

BOARD OF DIRECTORS

The Board of Directors of our company comprises of:

Sr. no.	Name	Designation	Status	Director Identification Number (DIN)
1.	Mr. Somil Gupta	Chairman & Whole Time Director	Executive and Non- Independent	00164819
2.	Ms. Sangam Gupta	Director	Executive and Non- Independent	00164901
3.	Mr. Anmol Sekhri	Director	Non- Executive and Independent	00003258
4.	Mr. Kaushick Kapoor	Director	Non- Executive and Independent	02799550

BRIEF BIOGRAPHY OF THE DIRECTORS

Mr. Somil Gupta aged 31 years is the Promoter and Chairman of the Company. He is a Bachelor of Engineering in Computer Science from Pune University and an Associate of Science in Computer Animation from Fullsail University, Florida, USA. He has promoted the company to develop an IPR centric technology in order to capture the potential market of mobile value added services. He has 9 years of experience in the field of mobile value added services.

Mr. Sangam Gupta aged 24 years is the Promoter and Director of the Company. He completed his graduation as an Associate of Science in Game Development from Fullsail University, Florida, USA. He has served as a CEO at Trine Entertainment Limited (Trine) for a period of over three years where he was responsible for delivering international projects of Games for consoles such as Playstation 3, Nintendo and overall growth of Trine. He has 3 years of experience in gaming, entertainment and multimedia industry.

Mr. Anmol Sekhri aged 58 years is an Independent Director of the company. He is a Bachelor of Electrical Engineering from Birla Institute of Technology, Pilani. He is founder of Anmol Sekhri & Associates engaged in the business of valuation of assets, due diligence, market survey etc. and has an experience of 37 years in this business. He is member of well known organizations such as CII, FICCI, Bombay Chambers of Commerce & Industry, Institution of Engineers, Asian Securitization forum.

Mr. Kaushick Kapoor aged 39 years is an Independent Director of the Company. He is Bachelor of Engineering in Electronics and Telecommunication, Master of Business Administration from Delhi University and has done course on Project Management from IPMA, Switzerland. He is a professional with skills and knowledge in Project Management, Business Solutions, Resource Administration, Content Solutions, Customer Support. He has over 15 years of experience in Telecom/ Entertainment industry. He has worked in the capacity of Wireless Content Head at Reliance Communication (2002-2007). He managed the entire mobile entertainment & multimedia services like Music, Ringtones, Caller back Tones, Musical Animations, Graphics, Music Videos, Mobile TV Channels & Mobile Radio on all the

platforms including J2ME, Brew, Voice Portal, CRBT, SMS, MMS & WAP. Later he has served as Head of Content and Logistic Hub at Adlabs and currently is the CEO of Minimax Cinemas.

COMPANY SECRETARY AND COMPLIANCE OFFICER

Mr. Mayank Bhargava

110, Linkway Estate, New link Road,
Malad (West), Mumbai- 400064,
Maharashtra, India.

Tel: +91-022-40964141

Fax: +91-022-40964100

Email: investors@planet41.com

REGISTRAR TO THE ISSUE

BIG SHARE SERVICES PRIVATE LIMITED

E2/3, Ansa Industrial Estate,
Sakivihar Road, Sakinaka,
Andheri (E), Mumbai - 400 072

Tel: (022) 2847 0652

Fax: (022) 2847 5207

Website: www.bigshareonline.com

Email: ashok@bigshareonline.com

SEBI Regn. No.: INR000001385

Contact Person: Mr. Ashok Shetty

Investors can contact the Compliance Officer 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 account or refund orders etc.

BOOK RUNNING LEAD MANAGER TO THE ISSUE

KEYNOTE CORPORATE SERVICES LIMITED

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: Ms. Swati Sinha

SYNDICATE MEMBER

[●]

LEGAL ADVISORS TO THE ISSUE

ZENITH INDIA LAWYERS

Advocates and Solicitors

M-7/17, 2nd floor,
DLF - II, Behind DLF Square,
Gurgaon – 122002

Tel: +91- 0124-4296671

Fax: +91- 0124-4296671

Email: rajranibhalla@gmail.com

Contact Person: Mrs. Rajrani Bhalla

STATUTORY AUDITORS**M/S DASS MAULIK MAHENDRA K AGRAWALA & CO.****Chartered Accountants**

B-1/17A, Vyapar Bhawan,
P D' Mello Road, Carnac Bunder,
Mumbai- 400 009, India

BANKERS TO THE COMPANY**Axis Bank Limited**

Building "M", Palm Court
Complex, New Link Road,
Malad (West),
Mumbai – 400 064

Tel: +91- 022-61415400**Fax:** +91- 022-61415444**BANKERS TO THE ISSUE**

[•]

SELF CERTIFIED SYNDICATE BANKS

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

1.	Corporation Bank Limited	16.	Yes Bank
2.	ICICI Bank Limited	17.	Citibank
3.	HDFC Bank Limited	18.	Bank of India
4.	State Bank of India	19.	State Bank of Hyderabad
5.	Union Bank of India	20.	HSBC Bank
6.	IDBI Bank Limited	21.	Vijaya Bank
7.	Axis Bank Limited	22.	State Bank of Travancore
8.	Kotak Mahindra Bank	23.	Bank of Maharashtra
9.	State Bank of Bikaner & Jaipur	24.	Andhra Bank
10.	Bank of Baroda	25.	Allahabad Bank
11.	Punjab National Bank	26.	Deutsche Bank
12.	Federal Bank	27.	Indian Bank
13.	Kurur Vysya Bank Ltd.	28.	IndusInd Bank
14.	Oriental Bank of Commerce	29.	Central Bank of India
15.	Standard Chartered Bank	30.	J P Morgan Chase 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.

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

The Company has not appointed any monitoring agency for this Issue.

APPRAISING AGENCY

The company has not appointed any Appraising 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 Bigshare Services Private Limited ; and
- (5) Escrow Collection Banks

The Issue is being made through the 100% Book Building Process wherein at least 50% of the Issue will be allocated on a proportionate basis to Qualified Institutional Buyers ("QIBs"), out of which 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 all QIBs, including Mutual Funds, subject to valid bids being received from them at or above the Issue Price. If at least 50% of the issue cannot be allotted to QIBs then the entire application money will be refunded. Further, up to 15% of the Issue will be available for allocation on a proportionate basis to Non-Institutional Bidders and up to 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.

In accordance with SEBI Regulations, QIB's are not allowed to withdraw their Bid(s) after the Bid/ Issue Closing Date. **In addition, as per the present SEBI Regulations, QIB's are required to pay 100% Margin Amount upon submission of the Bid cum Application Form during the Bidding Period and allocation to QIB's will be on a proportionate basis.** For further details see section titled "Issue Structure" on page no. 154.

The Company shall comply with the SEBI Regulations and any other directions issued by SEBI for this Issue. In this regard, the Company has appointed Keynote Corporate Services Limited as the Book Running Lead Manager to manage the Issue and to procure the subscriptions to 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 may note that this illustration is solely for the purpose of easy understanding and is not specific to the Issue.)

Bidders can bid at any price within the price band. For instance, 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 centers 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. 159 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. 173 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 (excluding the ASBA Bidders) 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 Offer Document 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 OF THE COMPANY

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: 1,20,00,000 Equity Shares of Rs 10/- each	12,00,00,000	
B. Subscribed and Paid Up Capital before this Issue: 67,67,785 Equity Shares of the Face Value of Rs.10 /- each	6,76,77,850	
C. Present Issue to the Public in terms of this Offer Document 39,00,000 Equity Shares of Rs. 10/- each	3,90,00,000	
D. Of which		
i) QIB portion of atleast 19,50,000 Equity Shares	1,95,00,000	[•]
ii) Non Institutional Portion of not less than 5,85,000 Equity Shares ⁽¹⁾	58,50,000	[•]
iii) Retail Portion of not less than 13,65,000 Equity Shares ⁽¹⁾	1,36,50,000	[•]
E. Issued, Subscribed and Paid-Up Capital after this Issue 1,06,67,785 Equity Shares of the Face Value of Rs. 10/- each	10,66,77,850	[•]
Securities Premium Account		
Before this Issue	2,57,27,200	
After this Issue		[•]

⁽¹⁾ Under subscription in D(ii) and D(iii) categories if any, would be met with spill over inter-se from any other categories, at the sole discretion of the Company in consultation with the BRLM.

Note: The Company is considering the private placement of 12,00,000 equity shares with certain investors, prior to the completion of the issue. In that case, the subscribed and paid up capital of the company will increase to the extent of such private 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 of Shareholder's Approval	Authorized Capital Increased From	Authorized Capital Increased to
31/12/2006	5,00,000 equity shares of Re. 1/- each aggregating to Rs.5.00 Lacs	15,00,000 equity shares of Rs. 10/- each aggregating to Rs.150.00 Lacs
09/01/2008	15,00,000 equity shares of Rs. 10/- each aggregating to Rs.150.00 Lacs	25,00,000 equity shares of Rs. 10/- each aggregating to Rs.250.00 Lacs
30/09/2009	25,00,000 equity shares of Rs. 10/- each aggregating to Rs.250.00 Lacs	1,20,00,000 equity shares of Rs. 10/- each aggregating to Rs. 1200.00 Lacs

Note : As on the date of incorporation the Authorised Share Capital of the company consisted of 5,00,000 equity shares of Rs. 1/- each aggregating to Rs. 5.00 lacs. The board of Directors in their board meeting held on December 15, 2006 decided to re-classify the equity share capital from 5.00 lacs Equity Shares of Re 1/- each to 50,000 equity shares of Rs. 10/- each. The resolution in respect of this has been approved by the shareholders of the Company in the EGM of the Company held on December 31, 2006.

Notes to the Capital Structure:
1. History of Paid-up Equity Share Capital of the Company is as follows

Date of Allotment	Number of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, bonus, consideration other than cash)	Nature of allotment	Cumulative Equity Share Capital (no. of shares)
29/09/2006	5,00,000	1.00	1.00	Cash	Subscription to Memorandum	5,00,000
On December 31, 2006 the equity shares of the company were re-classified from 5.00 lacs Equity Shares of Re 1/- each to 50,000 equity shares of Rs. 10/- each						
02/04/2007	10,15,500	10.00	10.00	Cash	Allotment to the Promoter and others	10,65,000
10/01/2008	10,11,500	10.00	10.00	Cash	Allotment to the Promoter and others	20,77,000
10/07/2008	3,38,500	10.00	130.00	Cash	Further Allotment	24,15,500
29/10/2009	3,23,000	10.00	10.00	Cash	Further Allotment to the Promoter	27,38,500
06/11/2009	38,33,900	10.00	-	Bonus (1.40:1)	Further Allotment	65,72,400
01/06/2010	1,95,385	10.00	130.00	Cash	Further Allotment	67,67,785

Note : Pursuant to the resolution passed at the EGM on December 31, 2006, the face value of the equity shares was re-classified from Re.1/- per share to Rs. 10/- per share. In order to maintain consistency in the presentation, the face value of the equity share in all the tables of this section appearing henceforth have been taken at Rs. 10/- per equity share for all the allotments. Also the number of equity shares allotted have been adjusted accordingly.

2. Built-up of share capital of the promoters:

Name of Promoter	Date of allotment/ transfer	Nature of allotment	No of shares allotted/ transferred	Consideration	Face Value (Rs.)	Issue Price (Rs.)	% to post issue capital
Mr. Somil Gupta	29/09/2006	Subscription to Memorandum	10,000	Cash	10.00	10.00	0.09
	02/04/2007	Allotment	4,80,500	Cash	10.00	10.00	4.59
	10/01/2008	Allotment	71,500	Cash	10.00	10.00	0.68
	03/09/2008	Transfer	3,00,000	Cash	10.00	10.00	2.86
	29/10/2009	Allotment	3,23,000	Cash	10.00	10.00	3.09
	06/11/2009	Allotment	16,59,000	Bonus	10.00	-	15.85
SUB-TOTAL			28,44,000				27.16
Mr. Sangam Gupta	29/09/2006	Subscription to Memorandum	10,000	Cash	10.00	10.00	0.09
	02/04/2007	Allotment	4,05,000	Cash	10.00	10.00	3.87
	10/01/2008	Allotment	40,000	Cash	10.00	10.00	0.38
	03/09/2008	Transfer	7,00,000	Cash	10.00	10.00	6.69
	06/11/2009	Allotment	16,17,000	Bonus	10.00	-	15.44
SUB-TOTAL			27,72,000				26.47
GRAND-TOTAL			56,16,000				53.63

3. Promoters Contribution and Lock-In:

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	Nature of allotment	No of shares allotted/ transferred	Consideration	Face Value (Rs.)	Issue Price (Rs.)	% to post issue capital
Mr. Somil Gupta	29/09/2006	Subscription to Memorandum	10,000	Cash	10.00	10.00	0.09
	02/04/2007	Allotment	4,80,500	Cash	10.00	10.00	4.42
	10/01/2008	Allotment	71,500	Cash	10.00	10.00	0.66
	03/09/2008	Transfer	3,00,000	Cash	10.00	10.00	2.76
	06/11/2009	Allotment	2,24,000	Bonus	10.00	-	2.07
SUB-TOTAL			10,86,000				10.00
Mr. Sangam Gupta	29/09/2006	Subscription to Memorandum	10,000	Cash	10.00	10.00	0.09
	02/04/2007	Allotment	4,05,000	Cash	10.00	10.00	3.87
	10/01/2008	Allotment	40,000	Cash	10.00	10.00	0.38
	03/09/2008	Transfer	5,93,000	Cash	10.00	10.00	5.66
SUB-TOTAL			10,48,000				10.00
GRAND-TOTAL			21,34,000				20.00

All the Equity Shares, which are being locked-in are eligible for computation of promoter's contribution and lock-in under Chapter IV of ICDR Regulations, 2009.

Specific written consent has been obtained from the Promoter 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 the person other than the Promoters, prior to this Issue, which are subject to lock in as per Regulation 37 of SEBI (ICDR) Regulations 2009, may be transferred to any other person holding shares which are locked in, 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.

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. There are no transactions in the Company's Equity Shares by the Promoter 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.
5. **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.

Category of Shareholder	Pre- Issue			Post-Issue	
	No. of Shareholders	No. of Shares	%	No. of Shares	%
A. Shareholding of Promoter and Promoter Group					
1.Indian					
Individuals/ Hindu Undivided Family					
Mr. Somil Gupta		28,44,000	42.02	28,44,000	26.65
Mr. Sangam Gupta		27,72,000	40.95	27,72,000	25.98
Ms. Saryu Gupta		24,000	0.35	24,000	0.22
Ms. Madhulika Gupta		24,000	0.35	24,000	0.22
Mr. Man Mohan Gupta		91,200	1.34	91,200	0.85
Central Government/ State Government(s)		-	-	-	-
Bodies Corporate		-	-	-	-
Financial Institutions/ Banks		-	-	-	-
Any Others		-	-	-	-
Sub Total(A)(1)	5	57,55,200	85.01	57,55,200	53.92
2. Foreign					
Individuals (Non-Residents Individuals/ Foreign Individuals)		-	-	-	-
Bodies Corporate		-	-	-	-
Institutions		-	-	-	-
Any Others(Specify)		-	-	-	-
Sub Total(A)(2)		-	-	-	-
Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)	5	57,55,200	85.01	57,55,200	53.92
B. Public shareholding					
1. Institutions					
Mutual Funds/ UTI					
Financial Institutions / Banks		-	-		
Central Government/ State Government(s)		-	-		
Venture Capital Funds		-	-		
Insurance Companies		-	-		
Foreign Institutional Investors		-	-		
Foreign Venture Capital Investors		-	-		
Any Other (specify)		-	-		
Sub-Total (B)(1)		-	-		
2. Non-institutions					
Bodies Corporate	3	10,07,785	14.89		
Individuals		-	-		
Individuals -i. Individual shareholders holding nominal share capital up to Rs 1 lakh	2	4,800	0.07		
ii. Individual shareholders holding nominal share capital in excess of Rs. 1 lakh		-	-		
Any Other (specify)		-	-		
Sub-Total (B)(2)	5	10,12,585	14.96	49,12,585	46.05
Total Public Shareholding (B)=(B)(1)+(B)(2)	5	10,12,585	14.96	49,12,585	46.05
TOTAL (A)+(B)	10	67,67,785	100.00	1,06,67,785	100.00
Shares held by custodians and against which Depository Receipts have been issued	-	-	-	-	-
GRAND TOTAL (A)+(B)+(C)	10	67,67,785	100.00	1,06,67,785	100.00

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

6a. 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 total Issued Capital
1.	Mr. Kamlesh Patil	10,00,000	48.15
2.	Mr. Somil Gupta	5,62,000	27.06
3.	Mr. Sangam Gupta	4,55,000	21.91
4.	Mr. Deepak Jani	30,000	1.44
5.	Ms. Saryu Gupta	10,000	0.48
6.	Mrs. Madhulika Gupta	10,000	0.48
7.	Mr. Man Mohan Gupta	8,000	0.38
8.	Mr. Kartikeya Watts	1,000	0.05
9.	Mr. Ved Prakash Katewa	1,000	0.05
	Grand Total	20,77,000	100.00

6b. 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 total Issued Capital
1.	Mr. Somil Gupta	28,44,000	42.00
2.	Mr. Sangam Gupta	27,72,000	40.95
3.	M/s Moss Traders Pvt. Ltd.	4,52,400	6.68
4.	M/s JBF Industries Limited	3,60,000	5.30
5.	M/s. Brand Equity Treaties Limited	1,95,385	2.88
6.	Mr. Man Mohan Gupta	91,200	1.34
7.	Ms. Saryu Gupta	24,000	0.35
8.	Ms. Madhulika Gupta	24,000	0.35
9.	Mr. Kartikeya Watts	2,400	0.03
10.	Mr. Ved Prakash Katewa	2,400	0.03
	Grand Total	67,67,785	100.00

6c. 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 total Issued Capital
1.	Mr. Somil Gupta	28,44,000	42.00
2.	Mr. Sangam Gupta	27,72,000	40.95
3.	M/s Moss Traders Pvt. Ltd.	4,52,400	6.68
4.	M/s JBF Industries Limited	3,60,000	5.30
5.	M/s. Brand Equity Treaties Limited	1,95,385	2.88
6.	Mr. Man Mohan Gupta	91,200	1.34
7.	Ms. Saryu Gupta	24,000	0.35
8.	Ms. Madhulika Gupta	24,000	0.35
9.	Mr. Kartikeya Watts	2,400	0.03
10.	Mr. Ved Prakash Katewa	2,400	0.03
	Grand Total	67,67,785	100.00

7. Till date Company has not introduced any Employees Stock Option Schemes/ Employees Stock Purchase Schemes.
8. There is no “buyback” or “standby” arrangement for purchase of Equity shares by the company, promoters, directors, BRLM for the equity shares of the company.
9. The company has not raised any bridge loan against the proceeds of the issue.
10. The company has 10 (Ten) Shareholders as on the date of filing this Draft Red Herring Prospectus with SEBI.
11. An over-subscription to the extent of 10% of the net offer to public can be retained for purposes of rounding off to the nearest multiple of minimum allotment lot.
12. 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 the pre- IPO placement of certain equity shares 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.
13. The Company presently does 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.
14. The company has not revalued its assets since its incorporation.
15. The company has not made any public issue since its incorporation.
16. As on date all the equity shares of our company are fully paid-up.
17. 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.
18. 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.
19. 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.

OBJECTS OF THE ISSUE

The Objects of the issue are:

- Invest in setting up of Corporate office in Mumbai and Branch offices in Delhi, Bangalore, Kolkata and Chennai
- Invest in equipments
- Invest in Research and Development
- Invest in development of technology (including entering into a joint venture)
- To fund the brand building exercise
- To fund the expenditure for general corporate purpose
- To achieve the benefits of listing on the Stock Exchanges

The main object clause of our Memorandum of Association and objects incidental to the main objects enables us to undertake the existing activities and the activities for which funds are being raised by us through this Issue.

COST OF PROJECT

The total project cost for the above mentioned objects as per the estimates of the company are as follows:
(Rs. in lacs)

Particulars	Estimated cost	Investment till date	To be financed out of Issue proceeds
Setting up of Corporate Office and Branch Offices	630.00	-	630.00
Invest in equipments at the new offices	1182.81	-	1182.81
Invest in Research and Development	526.60	-	526.60
Invest in development of technology (including entering into a joint venture)	923.00	135.00	788.00
Brand Building expenses	-	-	400.00
General Corporate Purposes	[•]	91.50	[•]
Expenses of the Issue	[•]	[•]	[•]
Total	[•]	[•]	[•]

Our company's funding requirement and deployment are based on internal estimates, vendor quotations and have not been appraised by any bank or financial institution. These are based on current conditions and are subject to change in the light of changes in external circumstances, or costs or changes in our financial condition, business or strategy. In case of variations in the actual utilization of funds earmarked for the purposes set forth above, increased fund requirements for a particular purpose may be financed by surplus funds, if any, available in respect of the other purposes for which funds are being raised in this Issue. If surplus funds are unavailable, the required financing will be through our internal accruals and debt.

MEANS OF FINANCE

The proposed means of finance for the project are as follows:

Source	Amount
Public Issue	[•]
Internal Accruals	[•]
Total	[•]

Details of the Objects of the Issue:

1. Setting up of Corporate Office in Mumbai and Branch offices at Delhi, Bangalore, Kolkata and Chennai

a. Corporate Office and Interior at Mumbai (Rs.410 lacs)

Presently the company has three delivery centres in Mumbai with a total area of 1,790 sq.ft. which have been taken on lease basis. The company proposes to acquire an office space of around 5,000 sq. ft. which shall be the corporate office of the company. The company is in the process of finalization of the location and has estimated that the total cost of acquisition of the premises would be around Rs.350 lacs. The cost of interiors for the corporate office as per estimates given by Vaibhav Interiors, Interior Designer and Decorator is estimated at Rs.60 lacs (Rs.1,200 per sq. ft)

b. Branch Offices at Delhi, Bangalore, Kolkata and Chennai (Rs.220 lacs)

The company as a part of its growth strategy proposes to extend the facilities provided by it to cities like Delhi, Bangalore, Kolkata and Chennai. The company proposes to set up branch offices at these places to take advantage of concentration of regional subscribers. The company proposes to use the branch offices for Data center, Technology Management, Marketing, Support, Localisation, Distribution and Business Development to Enterprises and Mobile operators spread across the respective regions.

These offices would be taken on lease basis. The estimated cost of establishment of these offices primarily comprises advance rent, deposit for lease/license agreements, and infrastructure cost which includes expenditures on furniture and fixtures, installation of computers, connectivity and other office equipment). The details of the estimated cost to be incurred is as under:

Location	Area in Sq. Ft.	Deposit (Rs. in lacs)	Infrastructure Cost (Rs. in lacs)	Total (Rs. in lacs)
Delhi	4,000	40.00	48.00	88.00
Bangalore	2,000	20.00	24.00	44.00
Kolkata	2,000	20.00	24.00	44.00
Chennai	2,000	20.00	24.00	44.00
Total				220.00

The company has not entered into any definitive arrangements for establishing any of these offices.

2. Invest in equipments at the new offices :

In order to develop and launch innovative applications to further penetrate the existing customer base as well as new markets, the company continuously needs to develop new services, mobile marketing and media solutions portfolio. This is proposed to be achieved by setting up branch offices at various locations stated earlier. The company proposes to incur a total expenditure of approximately Rs. 1,182.81 lacs towards purchase of new equipments i.e. Hardware, Software and Other office equipments to be installed in the new branch offices. The estimates for the aforesaid costs are based on the quotations received from Ockam Systems, Mumbai vide their quotation dated December 17, 2009.

The details of requirements are as follows:

Hardware

(Rs. in Lacs)

Sr. no.	Description	Unit Cost	Qty	Amount
1	HP Compaq Proliant BL 460 Blade Servers	1.75	30	52.50
2	WEB/FTP/Domain/Office Servers	0.80	20	16.00
3	Central Storage System (20TB Usable)	48.00	6	288.00
4	Backup System (Tanberg Tape Drive)	5.00	2	10.00
5	Office Network Printers	0.65	7	4.55
6	ISUP SS7 (BG20)	1.01	30	30.30
7	Development Laptops	0.45	100	45.00
8	Desktops/Workstations	0.35	50	17.50
9	G21 SIU with 4 Links (SS7G21AQ1)	4.95	14	69.30
11	UPS - 40 KVA APC	6.00	2	12.00
12	UPS - 20 KVA APC	4.00	4	16.00
13	APPLE FCP with Film Logic - Cinema tools - XRAID 3TB	4.00	5	20.00
14	EPABX-Includes Residence(VOIP Enabled)	1.80	7	12.60
15	SCCP license (SS7 BG20)	0.38	30	11.40
16	SIU G22 with 64 links (SS7 G22AH1W)	9.87	8	78.96
17	CTADE upgradation string	0.18	100	18.00
18	Dongal (CTADE0PROGKEYUSB)	0.43	100	43.00
19	Hard Disk Drive (fpr SS&G2X)	0.40	50	20.00
20	Chassis cPCIS (6400US/ AC)	3.26	30	97.80
21	16 E1 card (DMV 4800BCW)	2.73	30	81.90
22	Rear Input Output (ODM16TECW)	0.15	30	4.50
23	Dell Latitude Laptops	0.75	30	22.50
24	16 E1card (DMN 160TECW)	2.13	30	63.90
25	BOB Kit (32 T1E1W)	0.2	30	6.00
26	Miscellaneous Equipments			15.00
Total				1,056.71

Software

(Rs. in Lacs)

Sr. no.	Description	Unit cost	Qty	Total Cost
1	MS Office Premium	0.25	200	50.00
2	3DS Max	1.50	4	6.00
3	Photoshop	0.25	20	5.00
4	MS Project	0.20	10	2.00
5	Windows Server	0.25	30	7.50
6	Anti-virus	0.02	200	3.00
Total				73.50

Other Office Equipments

(Rs. in Lacs)

Sr. no.	Description	Unit cost	Qty	Total cost
1	Fire Alarm	0.55	8	4.40
2	Emergency Lights	0.05	20	1.00
3	Fire Extinguishers	0.20	16	3.20
4	Security System + CCTV	2.50	8	20.00
5	DVD / MP3 / TAPE – Player	0.10	10	1.00
6	Desk Phones and Conference Phones	0.05	200	10.00
7	HD Televisions	0.75	12	9.00
8	Video Patch Pannels	0.50	8	4.00
Total				52.60

3. Investing in Research & Development

The company operates in a highly competitive, dynamic environment wherein innovation plays a very important role in the context of having an edge over the competitors. With this objective, the company is in process to set up a Research and Development (R&D) centre in Mumbai for 3G Research and Development, Technology management, Support, Porting, Product testing and Localisation. The company has already been allotted 2 units each of 497 sq. ft. in Vishakha Arcade, Off Veera Desai Road, Andheri (West) which will be used for R&D purpose. The company proposes to additionally invest in the equipments for the research centre and R&D team as detailed herein under:

a. Equipments

3G involves standards, chips, hardware, software, terminals and service platforms etc. for a continuous and large scale research. The company needs to grow by training and retaining highly skilled application development engineers and technical research personnel and by purchasing equipments for such personnel. The company estimates to incur an expenditure of approximately Rs. 256.60 lacs towards purchase of equipments. The estimates for the aforesaid costs are based on the quotations received from Ockam Systems, Mumbai vide their quotation dated December 17, 2009. The equipments required to set up the Research lab are as follows:

(Rs. in lacs)

Sr. no.	Description	Unit cost	Qty	Total cost
1	Laptops	0.42	30	12.60
2	SMSC and MMSC	40.00	1	40.00
3	Video Streaming Server	40.00	2	80.00
4	Transcoder	15.00	2	30.00
5	Video Editing Suit	5.00	2	10.00
6	Voice Recording Suit	15.00	1	15.00
7	HD Televisions	0.75	4	3.00
8	HP Compaq Proliant BL 460 Blade Servers	2.20	30	66.00
Total				256.60

b. Research and Development Team

The company intends to recruit 30 highly skilled application development engineers and technical personnel in order to support our Research and Development process. The R&D team will be engaged in developing high end operator products suitable for Indian Market. The company estimates to incur an

amount of around Rs. 270.00 lacs towards salaries of the R&D personnel for the first 18 months which shall be met from the proceeds of the issue.

4. Investment in Technology, Gadgets, Content and Short Code

Latest technology, attractive content and ease in use of services are the backbone of Mobile Value Added Services (MVAS). The total expenditure to be incurred for procuring the latest technology, gadgets, content and short code as estimated by the company is Rs.923.00 lacs. We propose to invest in the following for continuous and constant growth:

- a) Technology for Mobile Commerce
- b) Mobile to Mobile Data Transfer and Mobile Backup Gadgets
- c) Mobile Content
- d) Short code and Management Software

The details of the same are as under:

a) Enter into Joint Venture to source technology for mobile commerce

The company proposes to source technology required to develop and introduce various mobile banking, mobile payment related products. Towards this objective, the company has entered into a joint venture agreement dated September 30, 2009 with LinQpay Inc., USA (LinQpay). LinQpay Inc. is a company incorporated in the state of Delaware, USA and having its principal office at 2325 Dulles Corner Blvd, Suite 910, Herndon, VA 201171 USA. As per the terms of the agreement LinQpay, Mr. James Byler–Chairman and CEO of LinQpay and Mr. Ram Karuppusamy–Member of Board of LinQpay representing LinQpay shall subscribe and receive new shares of 50% of the company or 50,000 shares comprising of 2,000 shares to LinQpay, 24,000 shares to Mr. James Byler, 24,000 shares to Mr. Ram Karuppusamy. The balance 50% or 50,000 shares shall be subscribed by Planet 41. No dividends out of the investment in this joint venture are assured. The company expects to derive the following benefits out of the Joint venture with LinQpay:

- The company shall enter in new markets and distribution networks
- The company will explore new business opportunities by developing, executing, managing technology and enterprise solutions for mobile commerce where the joint venture will provide permanent gateway and mobile banking services
- Company will enjoy access to greater resources including specialised staff, technology and finance
- Risks and costs will be shared

LinQpay is one of the leading companies providing global payment services and mobile phone based payments service. LinQpay has presence in South Africa, Korea, China, Japan etc. The joint venture company shall carry on the business of mobile banking, mobile payment related products, e-commerce payment in India for which technology will be provided by LinQpay Inc. The joint venture will provide the synergy effect to the company in terms of providing access to various payment options, increase in sales revenue, increase in client and customer retention, decrease in payment processing costs and decrease in operational costs.

The total investment in LinQpay would be Rs. 250 lacs.

b) Mobile to Mobile Data Transfer and Mobile Backup Gadgets

The company proposes to install 1,000 units of the product UME-36 Pro which is used as stand-alone phone memory transfer and Mobile back up device. The company has presently installed 27 such units at

various locations in Mumbai such as Heera Panna Shopping centre, R Mall, Prime Mall, Millenium Mall to name a few. These units are to be sourced from Cellebrite Mobile Synchronisation Limited, Israel (CelleBrite). CelleBrite provides carrier-grade stand-alone solutions for points-of-sale and repair centers that allow for the simple and safe transfer of handset content between a wide range of cellular phones, Smart Phones and PDAs. An amount of Rs.253 lacs is proposed to be invested in the procurement of these units which is based on quotation received from CelleBrite vide their quotation dated March 21, 2010.

c) Mobile Content

A MVAS providing company needs to address customers of heterogeneous age group with varied kind of interests. It is the content that appeals the customer to utilize such value added services. Mobile content refers to wallpapers, themes, mobile games, ringtones, songs, devotional music, subscription services such as astrology, news, sports updates, jokes etc. that is be downloaded/purchased by the user through service provider. We propose to acquire / develop such IP content for which a sum of Rs. 210 lacs has been set aside from the proceeds of the issue.

d) Short Code and Management Software

Presently the company is offering mobile coupon and various subscription services on SMS like Astrology, Jokes, Stock Messaging Services, Stock market alerts, Real Time Scores, Beauty tips etc. To provide such push and pull data services we propose to acquire access to the Short Code, Short Messaging Service Centre (SMSC), Multimedia Messaging Service Centre (MMSC) and Short Code Management Software (SCMS) which would involve a total cost of Rs.210 lacs. We are in process of setting up of our short code 58885. Presently, we are sourcing the short code from M/S Positive Comsol Private Limited for which we have paid an advance of Rs.10.00 lacs. We have also paid Rs. 125.00 lacs as an advance to Prashant Software Pvt. Ltd., New Delhi for SMSC/MMSC and SCMS.

5. Brand Building

Brands are a means of differentiating an entity's products and services from those of its competitors. The right business brand creates a first impression to attract customers. Branding a business is also a key asset that will help customers to remember the company. The brand building exercise to be taken up will attract more customers who will become repeat buyers and as the loyal customers of the company. The company has allocated an amount of Rs.400 lacs towards the brand building exercise which shall be spent as detailed herein under:

Brand Promotion

The brand of the company depicts the quality and values which have been developed in an organization over a period of time. The company proposes to undertake various activities like contests, gift vouchers, pamphlets, brochures, free distribution of mobile content, supply promotional material, participation in exhibitions, trade fairs and events etc. as required for increasing consumer awareness and resultantly our market share. The company estimates to incur an expenditure of about Rs. 275.00 lacs for this purpose.

Below the line promotion

Below the line sales promotions are short-term incentives, largely aimed at consumers. We propose to undertake it as follows:

Step 1: Creating awareness about Planet 41 and its products

We propose to advertise through kiosks set up and attended by sales personnel at various shopping malls all over India for which Rs.100.00 lacs have been allocated. Each kiosk will be embedded with LCD display and powered by Out of Home (OOH) media. At each kiosk our sales personnel will promote the mobile content, data transfer, mobi-cards and subscription services.

Step 2: Interactive Brand Building exercise

We are developing interactive games and applications for mobile users. This requires number of mobile users to connect with each other at same point of time which in turn enhances the brand image of the company. We propose to promote ourselves through internet advertising, road shows and events. An amount of Rs.25.00 lacs out of the issue proceeds is proposed to be set aside for these expenses.

6. General Corporate purposes

Our company in accordance with the policies set up by the Board, will have flexibility in applying certain portion of the proceeds of this Issue, for general corporate purposes including escalation of our marketing capabilities, developing and acquiring exclusive content like IPL 2011, Commonwealth Games 2010 etc.

The company has already invested Rs.91.50 lacs in the form of equity shares of Rs.10/- each in Trine Entertainment Limited, our group company engaged in the business of Animation and Gaming. In the past years, Planet41 has developed lot of content. Currently, Planet41 has a library of more than 150000 songs and huge library of Wallpapers, ringtones, themes, Video clips, animated jokes, animations and database of mobile users for mobile marketing, huge storage is required for the same. The data storage and render farm is expensive and we are sharing the same with Trine at no cost. We are looking at profitable yet moderately valued companies with a good strategic fit and complementary business portfolio in the field of Information, Education & Communication (ICE) solution, Mobile Technology, Mobile Content Development or Multimedia/Graphic Design Companies

Though specific Companies for acquisitions have not yet been finalized, we are currently in the process of short listing the target Companies that meets the chosen criteria.

7. Issue Expenses

The Issue related expenses include, among others, underwriting and selling commissions, printing and distribution expenses, legal fees, advertisement expenses and registrar and depository fees. The estimated Issue expenses are as follows:

Particulars	Amount (Rs. in lacs)	% of Issue size	% of Issue expenses
Fees to Intermediaries	[•]	[•]	[•]
Advertising and marketing expenses	[•]	[•]	[•]
Printing and Stationary & Distribution	[•]	[•]	[•]
Others	[•]	[•]	[•]
Total	[•]	[•]	[•]

SCHEDULE OF IMPLEMENTATION

The proposed schedule of implementation of the project is as follows:

Sr. no.	Activity	Commencement	Completion
1	Purchase of Equipments	September, 2010	December, 2010
2	Content and Technology	September, 2010	March, 2011
3	Setting up of Office and Branch Offices	September, 2010	November, 2010
4	Establishing Research and Development centre	September, 2010	November, 2010
5	Brand Building	September, 2010	March, 2011
6	Strategic Acquisitions	September, 2010	March, 2011

SOURCES & DEPLOYMENT OF FUNDS

As per the Certificate dated 15/06/2010 from Dass Maulik Mahendra K Agrawala & Co., Chartered Accountants. The Company has up to 31/05/2010, deployed an amount aggregating Rs. 480.50 lacs towards the proposed project. Details of the sources and deployment of funds as per the certificate are as follows:

(Rs. In lacs)	
Particulars	Amount
DEPLOYMENT OF FUNDS	
Development of Software	135.00
Investment in Trine Entertainment Limited	91.50
Advance to Brand Equity Treaties Ltd. for Brand Building	248.00
Marketing & Advertising Expenses	6.00
Total	480.50
SOURCES OF FUNDS	
Share Capital	226.50
Advance Received from Brand Equity Treaties Ltd.	254.00
Total	480.50

Yearwise break up of fund utilisation

The following is a year wise-break up of the proposed utilization of funds:-

(Rs. in Lakhs)				
Sl. No.	Activities	Amount to be utilised upto 31.03.2010	Amount to be utilised during the financial year ending 31.03.2011	Total
1	Setting up of Corporate Office and Branch Offices	-	630.00	630.00
2	Invest in equipments at the new offices	-	1182.81	1182.81
3	Invest in Research and Development	-	526.60	526.60
4	Invest in development of technology (including entering into a joint venture)	135.00	653.00	788.00
5	Brand Building expenses	-	200.00	400.00
6	General Corporate Purposes	91.50	[•]	[•]
7	Expenses of the Issue	-	[•]	[•]
	Total	226.50	3192.41	[•]

INTERIM USE OF FUNDS

The management, in accordance with the policies set up by the Board, will have flexibility in deploying the proceeds received from the Issue. Pending utilization for the purposes described above, the Company intends 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 the 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 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, our Memorandum and Articles of Association, the terms of this offer document 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 FOR 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

- Innovative and diversified products and services
- Professional and qualified promoters and management team
- Established customer relationships
- Diversified content database
- Amongst the first few MVAS providing companies in India to achieve ISO 9001:2008 certification for Provision of Software & Digital Music Content and Other Value Added Services (VAS) for Mobile Telephony

QUANTITATIVE FACTORS

Information presented in this section is derived from the audited financial statements of the Company for period ended 31st December, 2009, 12 months ended March 31, 2009, 9 months ended March 31, 2008 and 9 months ended June 30, 2007.

1. Basic Earnings per Share (EPS)

Year ended	Basic EPS (Rs.)	Weight
June 30, 2007	2.11	1
March 31, 2008	0.45	2
March 31, 2009	0.36	3
Weighted Average	0.67	

Basic EPS for the Nine months ended December 31, 2009 is Rs. 0.75

2. Price Earning 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 period ended March 31, 2008 and 2009 and June 30, 2007 at the Floor Price	[•] times
b.	P/E ratio based on Weighted average EPS for the period ended March 31, 2008 and 2009 and June 30, 2007 at the Cap Price	[•] times

3. Return on Net worth (RoNW)*

Year ended	RoNW (%)	Weight
June 30, 2007	1.41	1
March 31, 2008	1.29	2
March 31, 2009	1.28	3
Weighted Average	1.31	

Return on Net worth for the Nine Months ended December 31, 2009 is 3.42 %

* RONW = Net profit after tax/ Net worth of the respective year or period

Net worth is the same as provided in the Statement of Assets and Liabilities for the respective years.

4. *Minimum Return on Increased Net Worth required to maintain pre-issue EPS of Rs. 036 for the year ended March 31, 2010 : [●]*

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

	NAV (Rs.)
NAV as at March 31, 2009	27.39
NAV after the Issue	[●]
Issue Price	[●]

NAV as at December 31, 2009 is Rs. 10.92

6. *Industry Average P/E*

	Name of Company	P/E Multiple based on Price as on 14/06/2010
Highest	Reliance Communication Limited	73.30
Lowest	Tulip Telecommunication Limited	9.70
Industry Average		41.50
Source: Capital Market: June 14- 27, 2010; Segment – Telecommunications – Service Provider & www.bseindia.com		

7. *Comparison with Industry Peers*

Name of the Company	Face Value (Per equity share)	Sales as on 31/03/2009 (Rs. In Cr.)	RONW (%)	Book Value (Rs.)	EPS (Rs.)	P/E Multiple based on Price as on 23/06/2010
Onmobile Global Limited	10	363.90	11.20	113.70	12.20	39.20
Source: Capital Market: Jun 14 – Jun 27, 2010; Segment – Telecommunications – Service Provider & www.bseindia.com						
Planet 41 Mobi-Venture Limited	10	1.10	1.28	10.92	0.36	[●]

8. *The face value of Equity Shares of Planet 41 Mobi-Venture 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,
The Board of Directors,
Planet 41 Mobi- Venture Limited
110, Linkway Estate, Link Road
Malad West, Mumbai – 400064

Dear Sir,

We hereby report that the attached Annexure states the possible tax benefits available to M/s. Planet 41 Mobi- Venture Limited (the Company) and to the shareholders of the Company under the Income Tax Act, 1961, Wealth Tax Act, 1957 presently in force in India, subject to the fact that several of these benefits are dependent on the Company or its shareholders fulfilling the conditions prescribed under the relevant tax laws. Hence, the ability of the Company or its shareholders to derive the tax benefits is dependent upon fulfilling such conditions, which based on the business imperatives, the Company may or may not choose to fulfill.

The benefits discussed in the Annexure are not exhaustive. This statement is only intended to provide general information to the investors and is neither designed nor intended to be a substitute for the 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:

- The Company or its shareholders will continue to obtain these benefits in future; or
- The conditions prescribed for availing of these benefits have been / would be met with.

The contents of this Annexure are based on the information, explanations and representations obtained from the Company and on the basis of our understanding of the business activities and operations of the Company and interpretations of the current tax laws.

For Dass Maulik Mahendra K Agrawala & Co
Chartered Accountants

Sd/-

CA Narendra Khandal
Partner

Membership No.065025

Place: Mumbai

Date: 21/05/2010

I. SPECIAL TAX BENEFITS

1. SPECIAL TAX BENEFITS AVAILABLE TO THE COMPANY

There are no special tax benefits available to the Company.

2. SPECIAL TAX BENEFITS AVAILABLE TO THE SHAREHOLDERS OF THE COMPANY

There are no special tax benefits available to the Shareholders of the Company.

II. GENERAL TAX BENEFITS (these benefits are available to all companies or to the shareholders of any company, after fulfilling certain conditions as required in the respective Act)

1. Key benefits available to the Company under the Income Tax Act, 1961 ("the Act")

A. BUSINESS INCOME:

a) Depreciation:

The Company is entitled to claim depreciation on specified tangible and intangible assets owned by it and used for the purpose of its business under Section 32 of the Act. In case of new machinery or plant that is acquired by the company (other than ships and aircrafts), the company is entitled to a further sum equal to twenty per cent of the actual cost of such machinery or plant subject to conditions specified in Section 32 of the Act.

b) Amortization of Preliminary Expenses:

As per Section 35D of the Act, the company is eligible for deduction in respect of preliminary expenses incurred in connection with the extension of an industrial undertaking or setting up of a new industrial units, of an amount equal to 1/5th of such expenses every year for a period of 5 years subject to overall limits specified in the said section.

c) Deductions under Chapter VI-A of the Act:

As per section 80G of the Act, the Company is entitled to claim deduction of an specified amount in respect of eligible donations subject to the fulfillment of the conditions specified in that section.

d) MAT Credit:

As per Section 115JAA(1A) of the Act, the company is eligible to claim credit for Minimum Alternate Tax ("MAT") paid for any assessment year commencing on or after April 1, 2006 against normal income-tax payable in subsequent assessment years. MAT credit shall be allowed for any assessment year to the extent of difference between the tax payable as per the normal provisions of the Act and the tax paid under section 115JB for that assessment year. Such MAT credit is available for set-off up to 10 Assessment year succeeding the assessment year in which the MAT credit arises.

B) CAPITAL GAINS:

a) Long Term Capital Gain (LTCG)

LTCG means capital gain arising from the transfer of a capital asset being Share held in a company or any other security listed in a recognized stock exchange in India or unit of the Unit Trust of India or a unit of a mutual fund specified under clause (23 D) of section 10 or a Zero coupon bond held by an assessee for more than 12 months. In respect of any other capital assets, LTCG means capital gain arising from the transfer of an asset, held by an assessee for more than 36 months.

a) Short Term Capital Gain (STCG)

STCG means capital gain arising from the transfer of capital asset being Share held in a company or any other security listed in a recognized stock exchange in India or unit of the Unit Trust of India or a unit of a mutual fund specified under clause (23D) of section 10 or a Zero coupon bonds, held by an assessee for

12 months or less. In respect of any other capital assets, STCG means capital gain arising from the transfer of an asset, held by an assessee for 36 months or less.

- b) LTCG arising on transfer of equity shares of a company or units of an equity oriented fund (as defined which has been set up under a scheme of a mutual fund specified under Section 10(23D) are exempt from tax under Section 10(38) of the Act provided the transaction is chargeable to securities transaction tax (STT) and subject to conditions specified in that section. Income by way of long term capital gain exempt u/s 10(38) is to be taken into account in computing the Book profit and income tax payable under section 115JB of the Act.
- c) As per section 48 of the Act and subject to the conditions specified in that section, LTCG arising on transfer of capital assets, other than bonds and debentures (excluding capital indexed bonds issued by the Government) and depreciable assets, is to be computed by deducting the indexed cost of acquisition and indexed cost of improvement from the full value of consideration.
As per section 112 of the Act, LTCG is taxed @ 20% plus applicable surcharge thereon and 3% Education and Secondary & Higher Education Cess on tax plus Surcharge (if any) (hereinafter referred to as applicable Surcharge and Education Cess and Secondary & Higher Education Cess) However, if such tax payable on transfer of listed securities or units or Zero coupon bonds exceed 10% of the LTCG, without indexation benefit, the excess tax shall be ignored for the purpose of computing the tax payable by the assessee, where such transaction is not liable to STT.
- d) As per section 111A of the Act, STCG arising on sale of equity shares or units of equity oriented mutual fund (as defined which has been set up under a scheme of a mutual fund specified under Section 10(23D)), are subject to tax at the rate of 15% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess) provided the transaction is chargeable to STT. No deduction under chapter VIA shall be allowed from such income.
- e) As per section 71 read with section 74 of the Act, short term capital loss arising during a year is allowed to be set-off against short term as well as long term capital gains. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent 8 years.
- f) As per section 71 read with section 74 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent 8 years.
- g) As per section 54EC of the Act, capital gains arising from the transfer of a long term capital asset shall be exempt from capital gains tax if such capital gains are invested within a period of 6 months after the date of such transfer in specified bonds issued by the following and subject to the conditions special therein:
- National Highway Authority of India constituted under Section 3 of National Highway Authority of India Act, 1988
 - Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1856 If only part of the capital gains is reinvested, the exemption shall be proportionately available.

However, if the new bonds are transferred or converted into money within three years from the date of their acquisition, the amount so exempted shall be taxable as Capital Gains in the year of transfer/conversion. As per this section, the investment in the Long Term Specified Asset cannot exceed 50 lakh rupees.

C) OTHER INCOME:

Dividend (both interim and final), if any, received by the company on its investments in shares of another Domestic Company shall be exempt from tax under Section 10(34) read with Section 115-O of the Act. Income received in respect of units of a mutual fund specified under Section 10(23D) of the Act (other than income arising from transfer of such units) shall be exempt from tax under Section 10(35) of the Act.

2. Key benefits available to the Shareholders of the Company under the Act.

2.1 Resident Members

A) Dividend income:

Dividend (both interim and final) if any, received by the resident shareholders from a Domestic Company shall be exempt from tax under Section 10(34) read with Section 115-O of the Act.

B) Capital gains:

a) Benefits outlined in Paragraph 1(B) above are also applicable to resident shareholders. In addition to the same, the following benefit is also available to a resident shareholder being an individual or a HUF.

b) As per section 112 of the Act, LTCG is taxed @ 20% plus applicable surcharge thereon and 3% Education and Secondary & Higher Education Cess on tax plus Surcharge (if any) (hereinafter referred to as applicable Surcharge and Education Cess and Secondary & Higher Education Cess)

However, if such tax payable on transfer of listed securities or units or Zero coupon bonds exceed 10% of the LTCG, without indexation benefit, the excess tax shall be ignored for the purpose of computing the tax payable by the assessee, where such transaction is not liable to STT.

c) As per section 111A of the Act, STCG arising on sale of equity shares or units of equity oriented mutual fund (as defined which has been set up under a scheme of a mutual fund specified under Section 10(23D)), are subject to tax at the rate of 15% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess) provided the transaction is chargeable to STT. No deduction under chapter VIA shall be allowed from such income.

d) STCG arising on sale of equity shares or units of equity oriented mutual fund (as defined which has been set up under a scheme of a mutual fund specified under Section 10(23D)), where such transaction is not chargeable to STT, shall be taxable at the rate of 30% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess).

e) As per section 71 read with section 74 of the Act, short term capital loss arising during a year is allowed to be set-off against short term as well as long term capital gains. Balance loss, if any, shall be carried forward and set-off against any capital gains arising during subsequent 8 years.

f) As per section 71 read with section 74 of the Act, long term capital loss arising during a year is allowed to be set-off only against long term capital gains. Balance loss, if any, shall be carried forward and set-off against long term capital gains arising during subsequent 8 years.

g) As per section 54EC of the Act, capital gains arising from the transfer of a long term capital asset shall be exempt from capital gains tax if such capital gains are invested within a period of 6 months after the date of such transfer in specified bonds issued by the following and subject to the conditions special therein:

- National Highway Authority of India constituted under Section 3 of National Highway Authority of India Act, 1988

- Rural Electrification Corporation Limited, a company formed and registered under the Companies Act, 1856

If only part of the capital gains is reinvested, the exemption shall be proportionately available.

However, if the new bonds are transferred or converted into money within three years from the date of their acquisition, the amount so exempted shall be taxable as Capital Gains in the year of transfer/conversion. As per this section, the investment in the Long Term Specified Asset cannot exceed 50 lakh rupees.

h) As per Section 54F of the Act, LTCG arising from transfer of shares other than exempt u/s 10(34) shall be exempt from tax if net consideration from such transfer is utilized within a period of one year before, or two years after the date of transfer, for purchase of a new residential house, or for construction of residential house within three years from the date of transfer and subject to conditions and to the extent specified therein.

2.2 Non-Resident Indians / Members Other than FIIs & Foreign Venture Capital Investors

A) Dividend Income:

Dividend (both interim and final), if any, received by the non-resident shareholders from a Domestic Company shall be exempt from tax under Section 10(34) read with Section 115-O of the Act,

B) Capital gains:

Benefits outlined in paragraph 2.1(B) above, are also available to a non-resident shareholder except that as per first proviso to Section 48 of the Act, the capital gains arising on transfer of shares of an Indian Company need to be computed by converting the cost of acquisition, expenditure incurred in connection with such transfer and full value of the consideration received or accruing as a result of the transfer, into the same foreign currency in which the shares were originally purchased. The resultant gains thereafter need to be reconverted into Indian currency. The conversion needs to be at the prescribed rates prevailing on dates stipulated. Further, the benefit of indexation as provided in second proviso to section 48 is not available to non-resident shareholders.

C) Tax Treaty Benefits:

As per Section 90 of the Act, the shareholder can claim relief in respect of double taxation, if any, as per the provision of the applicable double taxation avoidance agreement entered into by the Government of India with the country of residence of the non-resident investor.

D) Special provisions in case of non-resident Indians in respect of income / LTCG from specified foreign exchange assets under Chapter XII-A of the Act.

- Non-Resident Indian (NRI) means a citizen of India or a person of Indian origin who is not a resident. Person is deemed to be of Indian origin if he, or either of his parents or any of his grand parents, were born in undivided India.
- Specified foreign exchange assets include shares of an Indian company which is acquired/purchased/subscribed by NRI in convertible foreign exchange.
- As per section 115E of the Act, income (other than dividend which is exempt under Section 10(34)) from investments and LTCG (other than gain exempt under section 10(38)) from assets (other than specified foreign exchange assets) shall be taxable @ 20% (plus applicable Surcharge and Education Cess

and Secondary & Higher Education Cess). No deduction in respect of any expenditure or allowance or deductions under chapter VI-A shall be allowed from such income.

iv) As per section 115E of the Act, LTCG arising from transfer of specified foreign exchange assets shall be taxable @ 10% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess).

v) As per section 115F of the Act, LTCG arising on transfer of a foreign exchange asset shall be exempt in case net consideration from such transfer is invested in the specified assets or savings certificates within six months from the date of such transfer, subject to the extent and conditions specified in that section.

vi) As per section 115G of the Act, in case total income of a NRI consists only of income/LTCG from such foreign exchange asset/specified asset and tax thereon has been deducted at source in accordance with the Act, then, it shall not be necessary for a NRI to file return of income under Section 139(1) of the Act.

vii) As per section 115H of the Act, where a person who is a NRI in any previous year, becomes assessable as a resident in India in respect of the total income of any subsequent year, he may furnish a declaration in writing to the assessing officer, along with his return of income under section 139 of the Act for the assessment year in which he is first assessable as a resident, to the effect that the provisions of the chapter XII-A shall continue to apply to him in relation to investment income derived from the specified assets for that year and subsequent years until such assets are transferred or converted into money.

viii) As per the provisions of Section 115-I of the Act, Non – Resident Indian may elect not to be governed by the provisions of Chapter XII-A for any assessment year under section 139 of the Act, declaring therein that the provisions of Chapter XII-A shall not apply to him for that assessment year and accordingly his total income for that assessment year will be computed in accordance with the other provisions of the Act.

ix) As per section 115J of the Act, the NRI can opt not to be governed by the provisions of chapter XII-A for any assessment year by furnishing return of income for that assessment year under section 139 of the Act, declaring therein that the provisions of this chapter shall not apply, in which case the other provisions of the income tax act shall apply.

2.3 Foreign Institutional Investors (FIIs)

A) Dividend Income:

Dividend (both interim and final), if any, received by the shareholder from the domestic company shall be exempt from tax under Section 10(34) read with Section 115O of the Act.

B) Capital Gains:

i) As per Section 115AD of the Act, income (other than income by way of dividends referred to Section 115O) received in respect of securities (other than units referred to in Section 115AB) shall be taxable at the rate of 20% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess). No deduction in respect of any expenditure/allowance shall be allowed from such income.

ii) As per Section 115AD of the Act, capital gains arising from transfer of securities shall be taxable as follows:

a) As per Section 111A of the Act, STCG arising on transfer of securities where such transaction is chargeable to STT shall be taxable at the rate of 15% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess).

b) STCG arising on transfer of securities where such transaction is not chargeable to STT shall be taxable at the rate of 30% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess).

c) LTCG arising on transfer of a long term capital asset, being an equity share in a company or a unit of an equity oriented fund, where such transaction is chargeable to STT is exempt from tax under Section 10(38) of the Act, LTCG arising on transfer of securities where such transaction is not chargeable to STT shall be taxable at the rate of 10% (plus applicable Surcharge and Education Cess and Secondary & Higher Education Cess). The indexation benefit shall not be available while computing the capital gains.

c) Benefit of exemption under Section 54EC of the Act shall be available as outlined in Paragraph 1 (B) (h) above.

d) Tax Treaty Benefits:

As per Section 90 of the Act, a shareholder can claim relief in respect of double taxation, if any, as per the provision of the applicable double taxation avoidance agreements entered into by the Government of India with the country of residence of the on-resident investor.

2.4 Mutual Funds

As per the provisions of Section 10(23D) of the Act, any income of mutual funds registered under the Securities and Exchange Board of India, Act, 1992 or Regulations made there under, mutual funds set up by public sector banks or public financial institutions and mutual funds authorized by the Reserve Bank of India, would be exempt from income-tax, subject to the prescribed conditions.

2.5 Benefits to the Venture Capital Companies / Funds

a) Dividends exempt under section 10(34) of the Act

Dividend (whether interim or final) received by a Venture Capital Company ('VCC')/ Venture Capital Funds ('VCF') from its investment in shares of another domestic company would be exempt in the hands of the VCC/VCF as per the provisions of section 10(34) read with section 115-O of the Act.

b) In case of a shareholder being a Venture Capital Company/ Fund, as per the provisions of Section 10(23FB) of the Income Tax Act 1961, any income of Venture Capital Companies/ Funds registered with the SEBI, would be exempt from Income Tax, subject to the conditions specified in the said subsection.

3. Benefits available to the shareholders of the Company under the Wealth Tax Act, 1957

Shares in a company, held by a shareholder are not treated as an asset within the meaning of Section 2(ea) of the Wealth Tax Act, 1957; hence, wealth tax is not applicable on shares held in a company.

Notes:

- a) All the above benefits are as per the current tax law (as amended) and will be available only to the sole/first name shareholder in case the shares are held by joint holders.
- b) In respect of non-resident investors, the tax rates and the consequent taxation mentioned above shall be further subject to any benefits available under the relevant Double Tax Avoidance Agreement (DTAA), if any, between India and the country of residence of the non-resident investor.

SECTION III- ABOUT THE ISSUER COMPANY

INDUSTRY OVERVIEW

The information in this section is derived from a combination of various official and unofficial publicly available materials and sources of information. It has not been independently verified by the Company, the Book Running Lead Manager or their respective legal advisors, and no representation is made as to the accuracy of this information, which may be inconsistent with information available or compiled from other sources

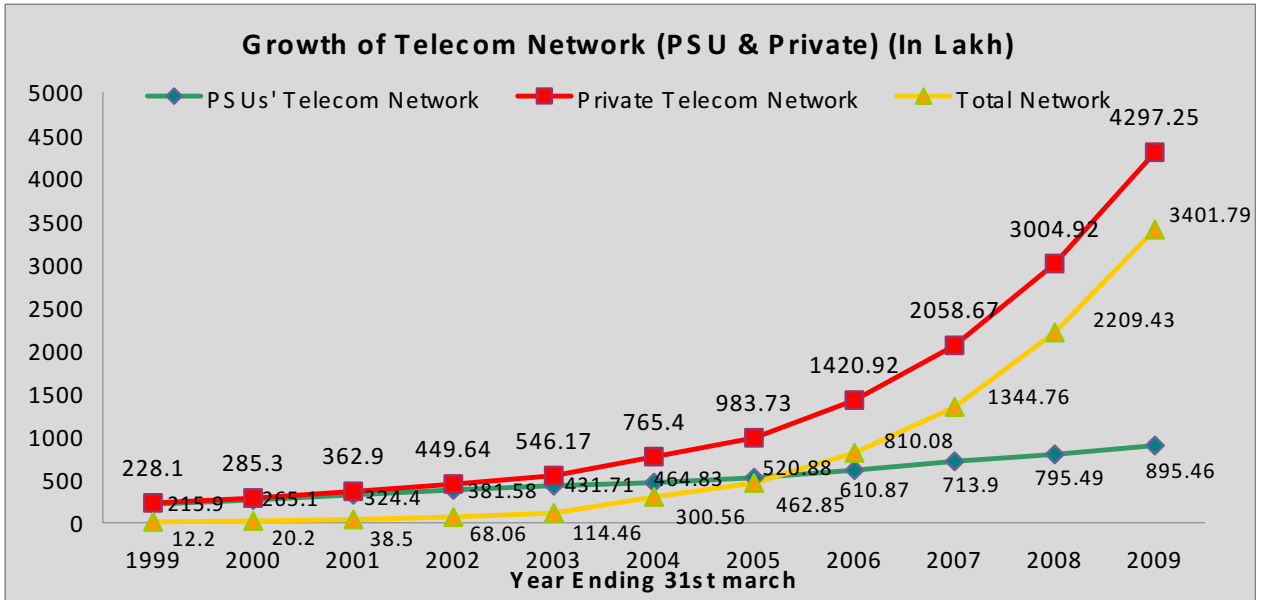
Telecommunications and Mobile Value Added Services (MVAS) Market

The Telecommunication Market

The telecom services have been recognized the world-over as an important tool for socio-economic development of a nation. Telecommunication is one of the prime support services needed for rapid growth and modernization of various sectors of the economy. It has become especially important in recent years because of enormous growth of information technology and its significant potential for the impact on the rest of the economy.

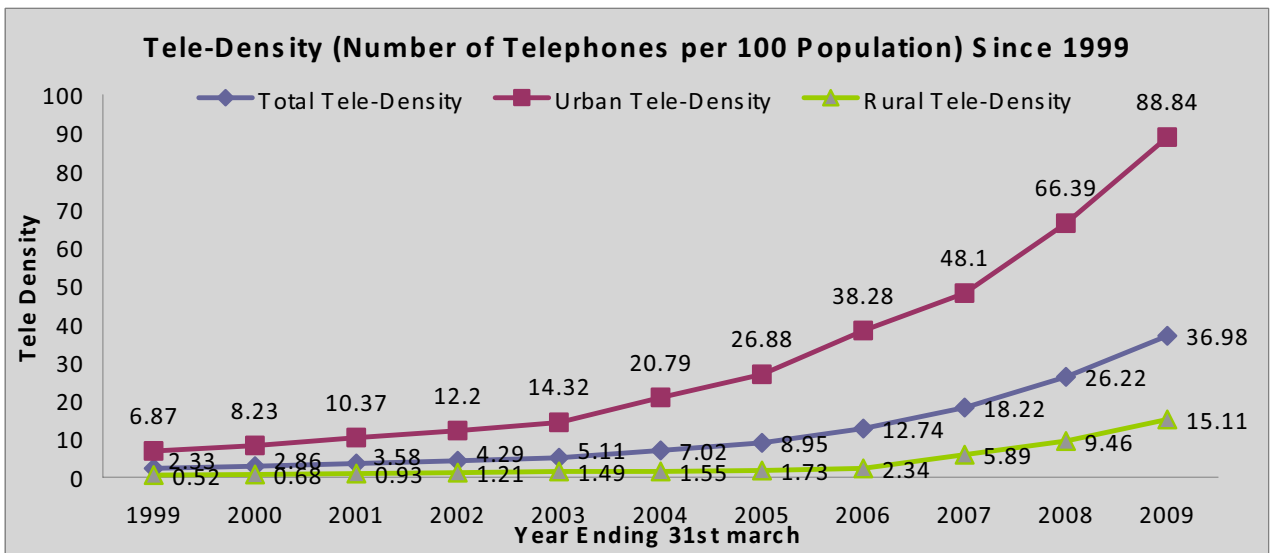
Telecommunications is one of the few sectors in India, which has witnessed the most fundamental structural and institutional reforms since 1991. Considering the great potential for the growth of telephone demand with the accelerated growth of economic activities, the Government of India announced the National Telecom Policy in 1994 and the New Telecom Policy in 1999. The National Telecom Policy provides for private sector participation to supplement the efforts of DoT in basic telephone services. The opening up of the basic services provided a big opportunity for private & foreign investors. More policy initiatives included Addendum to NTP -1999, Broadband Policy 2004, and Amendment to Broadband Policy 2004.

The entire sector is now open to unrestricted competition in all. The opening of the sector has not only led to rapid growth but also helped a great deal towards maximization of consumer benefits. The tariffs have been falling continuously across the board as a result of healthy and unrestricted competition and India today has one of the lowest tariffs in the world. Besides, as a result of the various measures and initiatives taken by the Government, India is now fast emerging as one of the leading telecom nations. The reforms process in the telecom sector is still on, aiming to remove the balance hurdles and limitations. With a strong population of over 1.1 Billion, India has become one of the most dynamic and promising. Telecom markets of the world. In recent times, the country has emerged as one of the fastest growing telecom markets in the world. It has third largest telecom network and the second largest wireless network in the world. (Source: *Annual Report 2008-09, Department of Telecommunication*)



Network Expansion

- The total number of telephones has reached 4297.25 lakh as on March 31, 2009 as compared to 3004.92 lakh as on March 31, 2008.
- While 1292.33 lakh connections were added during the twelve months of 2008-09, about 108 lakh connections were added every month during the current fiscal year.
- The teledensity, as given in the following graph, has shown a sustained increase during last few years.
- It increased from 26.22% in March 2008 to 36.98% in March 2009.
- Rural teledensity has shown a noticeable improvement in 2009.

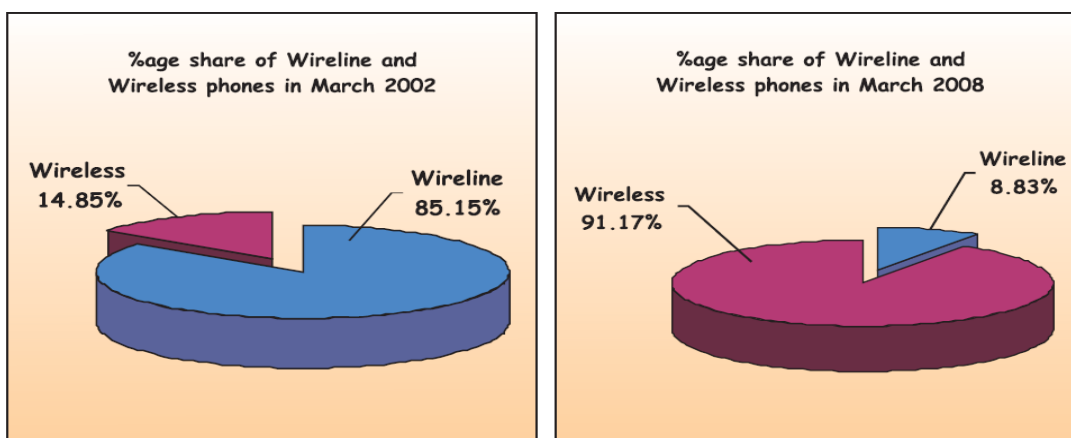


Note. Wireless phones were not included in rural phones before March 2007

Structural Composition

Wireline vs. Wireless

- The structure and composition of telecom growth has undergone a substantial change in terms of Wireless vs. Wireline phones and public-private participation. The growth of wireless services has been phenomenal, with wireless subscribers growing at a compound annual growth rate (CAGR) of 75.7% per annum since 2003.
- Today, the wireless subscribers are not only much more than the wireline subscribers in the country, but also increasing at a much faster pace. The number of wireline and wireless telephones was 382.91 lakh & 66.77 lakh respectively in 2002. This increased to 379.65 lakh & 3917.61 lakh respectively in March 2009. The share of wireless phones therefore, has increased from 14.85% in March 2002 to 91.17% in March 2009.



(Source: Annual Report 2008-09, Department of Telecommunications)

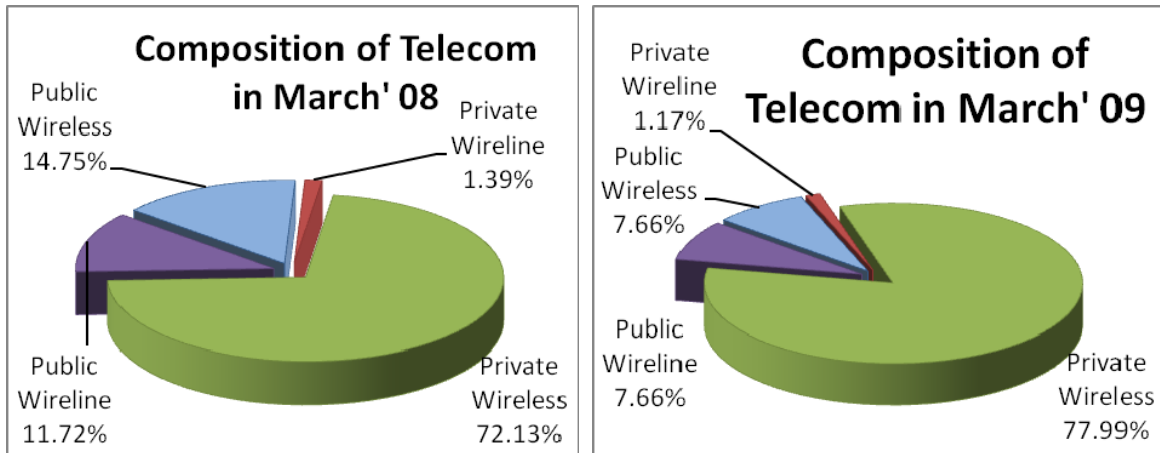
Trends in the composition of telephones (public vs. private): *(Source: Outcome Budget 2009-10 Department of Telecommunications)*

Operator-wise classification reveals that PSUs’ still have a large share of nearly 86.71% in the wireline segment. Of this, the share of BSNL is 77.30%. Private operators, on the other hand have a share of 85.55% in the wireless segment. Bharti Group has the highest share of 23.97% in the wireless segment followed by Reliance Group (18.55%) and Vodafone Essar Group (17.55%). PSUs’ contribute 14.45% in this segment.

The public sector witnessed an increase of 31.83 lakh phones whereas the private sector achieved an addition of 126.93 lakh phones during March 2009. For the fiscal year April 2008 to March 2009, the no. of additions by the public sector was 99.97 lakh as against 1192.36 lakh by the private sector. The share of private sector in the number of telephones has gone up to 79.16% (3401.79 lakh) in March 2009 while the share of public sector is pegged at 20.84% (895.46 lakh).

As far as the technology is concerned, the preference for use of wireless telephony continues. This is seen in the rising share of wireless phones, which has increased from 86.88% (2610.79 lakh) as on March 31,

2008 to 91.17% (3917.60 lakh) as on March 31, 2009. The graphical representation of the compositional changes in the telecom sector is shown in the following pie-charts:



(Source: Outcome Budget 2009-10 Department of Telecommunications)

Broadband

It is necessary to increase the broadband connectivity for the knowledge-based society to grow quickly and for reaping the consequent economic opportunities. Several policies have been announced and implemented to promote broadband in the country. As a result of these measures the broadband subscribers grew from a meager 0.18 million as on March 2005 to about 6.22 million, upto March 2009. It is also envisaged that internet and broad-band subscribers will increase to 40 million and 20 million, respectively, by 2010.

With the aim to provide e-governance and data services to the rural masses, a proposal is being considered to provide support of broadband connectivity in rural and remote areas of the country in a phased manner. Under this scheme, 5000 blocks shall be connected by wireless broadband and villages coming within a radius of 10 kms. of the taluk/block headquarters shall be covered by such connectivity. To achieve the stipulated target, the government has issued guidelines for Broadband Wireless Access (BWA) Services. Introduction of BWA services will enhance the penetration as well as growth of broadband subscribers.

Manufacturing

Indian telecom industry manufactures a complete range of telecom equipment using state of the art technologies designed specifically to match the diverse terrain and climatic conditions of the country. Rising demand for a wide range of telecom equipment, particularly in the area of mobile telecom, has provided excellent opportunities to domestic and foreign investors in the manufacturing sector. The last four years saw many renowned telecom companies setting up their manufacturing base in India. The total FDI in this sector has been more than US\$2 billion. With the Government initiatives, leading world majors in telecom equipments, like Nokia, Motorola, Sony Ericsson, Samsung, Flextronics, LG Electronics, etc. Have already set up their mobile phone manufacturing units and have started their production meeting more than 50% demand within the country and even exporting also. Nokia-Siemens Network, Ericsson and Tejas Networks etc have setup their manufacturing units for complete range of Wireless equipments including BTS and complete transmission equipment within the country. With a view to

promote and develop exports of the country, the Government has already setup Telecom Equipment and Services Export Promotion Council.

During 2008-09, production of telecom equipment is expected to increase from Rs.412,700 million (2007-08) to Rs. 518,000 million. During 2007-08, highest increase has been recorded in wireless equipment manufacturing including cellular mobile phones where the production has gone up from Rs.105,450 million in 2006-07 to Rs. 286,000 million in 2007-08, recording a growth of 171%.

(Source: Annual Report 2008-09, Department of Telecommunications)

Opportunities in Rural India

Fuelled by operator expansion and Government support, the growth is taking off in semi urban and rural areas now. Therefore in near future, majority of new subscribers are expected to come from here. With cell phone operators and mobile phone manufacturers seeing an immense growth potential in the rural sector, they are now devising new ways and trying to grab a larger share of the rural pie.

From launching low-cost handsets to bringing down the tariffs and organizing street plays to advertise, the real battle among telecom competitors is now being fought in the rural hinterland. It is believed that of the next 250 million people expected to go mobile; at least 100 million will come from rural areas. Though the rural mobile penetration is highest in Punjab (20.69 per cent), followed by Himachal Pradesh (17.09 per cent), Kerala (10.63 per cent) and Haryana (10.20 per cent), most companies are now sweating it out by hard selling their products and services in the rural areas of the region. As a result, the geographical coverage of mobile telephony in India has gone up from 13 percent, a couple of years ago, to 39 percent now.

Need For MVAS

Over the last few years, the telecom industry has understood the importance of MVAS. Given the declining ARPU and increasing competition among operators it's imperative to focus on alternate revenue streams. That's where there is a felt need for capitalizing on the Value Added Services Market.

The reasons for the increasing importance of MVAS can be classified as:

- **Decrease in ARPU despite increase in MOU:** Though the subscriber base is growing at a rapid pace and has positively impacted industry revenues, operator margins also have shrunk owing to competition and lower "Average Revenue per User" (ARPU) as the major growth is coming from rural India. As ARPU declines and voice gets commoditized, the challenge is to develop alternative revenue streams and retain customers by creating a basis for differentiation in high-churn markets.
- **Number of Licensees:** With increasing number of licensees (98 UASL, and 37 cellular licenses) in the telecom space the average numbers of operators in many circles have increased to 5-6 operators offering more choices to the consumer. Thus the competition among the operators has increased tremendously. Therefore it is very important for them to differentiate themselves from the others. Now that voice has got commoditized these operators are using MVAS for their differentiation and marketing these services heavily for creating awareness among the consumers.
- **Decreasing Call Rates:** In order to attract consumers with relatively low purchasing powers primarily from Semi Urban and Rural India the operators have drastically reduced the call rates making it affordable to even the lower segment of society. The tariff in India is one of the lowest at per second billing as compared to per minute calling, a normal tariff rate base in other countries.
- **Next step in mobile evolution begins with 3G auction:** The auction for 3G mobile licence ended 19th May 2010 with RCom, Bharti and Aircel bagging 13 circles each, and the government gain a Rs 67,710

core revenue as spectrum fee. However, no single operator managed to bag all 22 circles out of seven successful bidders.

- **Saturation in Metro and Urban Market:** The metro/urban areas offer high level of penetration and have significant mobile subscribers. In such a highly saturated market with the entry of MVNO's the competition will get fierce. Therefore capitalizing on value added services will give operators opportunity to increase ARPU by providing premium services.

Metro Circle	Mobile Penetration (%)
Delhi	89.70
Mumbai	102.00
Chennai	57
Kolkata	69
Punjab	54

Source: Broadband and Internet India

- **Increasing need and demand from consumers:** In addition to the above supply side reasons the 'pull effect' from consumers asking for more than just basic telephony is also a key driver for MVAS services. Today most of the consumers are seeking more from their communication device apart from just mobility and desire to stay connected.

(Source: Mobile Value Added Services in India, IAMAI & eTechnology Group @IMRB, August 2008)

Meaning of Value Added Services

Value Added Service (VAS) is defined by TRAI as "Value Added Services are enhanced services which add value to the basic teleservices and bearer services for which separate licence are issued." VAS in telecommunication industry refers to non-core services, the core or basic services being standard voice calls and fax transmission including bearer services. The value added services are characterized as under:-

- Not a form of core or basic service but adds value in total service offering.
- Stands alone in terms of profitability and also stimulates incremental demand for core or basic services.
- Can sometimes be provided as stand alone.
- Do not cannibalize core or basic service.
- Can be adding on to core or basic service and as such can be sold at premium price.
- May provide operational synergy with core or basic services.

A value added service may demonstrate one or more of these characteristics. A value added service today may become a part of core/basic service in future. For example, with mass adoption of Short Message Service (SMS) person to person (P2P) which is categorized as a mobile value added service is now perceived by consumers as a part of core/basic mobile service.

Value Added Services – Status in India and Potential for Growth

Presently, in the Indian market value added services are provided either directly by the telecom operators or by third party content aggregators/enablers generally known as Value Added Service Providers (VASPs). Examples of value added services provided directly by the telecom operators are SMS, GPRS. The commercial arrangements between telecom operators and Value Added Service Providers (VASPs) do exist. In many of these cases, the VASPs provide technology platform which enables a user to access

content on to his mobile or terminal device. Examples of value added services provided through VASPs are astrology, ring back tunes. In most of the cases the VASPs do not own the contents but they have arrangements with the content providers/content developers or copyright owners known as content owners.

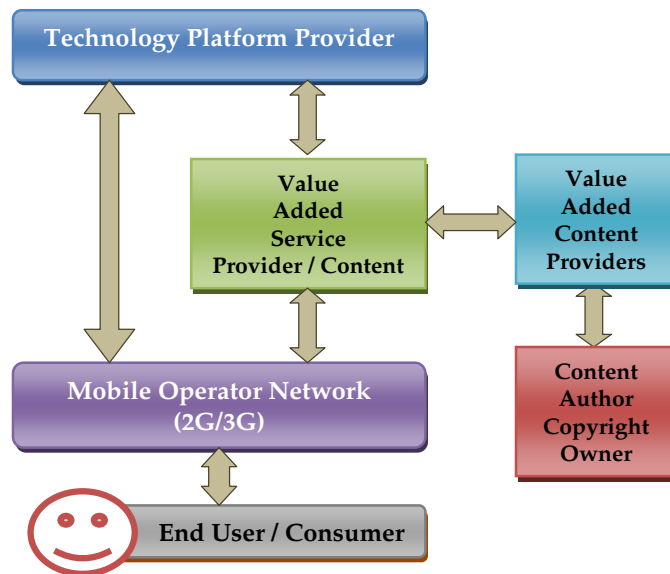
For some of the value added services, say SMS or Messaging, the value added services platform including gateway/middleware is provided by the telecom operator and VASP only provides the content. In the commercial agreements, compliance to copyrights, digital rights management including sourcing of the content is the responsibility of VASPs. The various mobile value added services, be it voice based or SMS based, are provided to the mobile phone customers through the SIM Card and through the Short Codes. The marketing of Value Added Services is done through advertisement/media by telecom operators mainly for the contents hosted by them and also through the VASPs. It is noticed that VASPs do have arrangements with various telecom operators for their products and these value added service products are provided under a unique short code across different networks. In such cases the VASPs also advertise/market the value added services collectively targeting the customers of different telecom operators with whom they have commercial agreements.

Value Added Services – Value Chain:

The mobile value added services value chain consists of following:-

- Cellular Mobile Telephone Service Providers (telecom operators)
- Content Aggregators/Enablers [Value Added Service Provider (VASPs)]
- Content Authors/Producers or copyright owners (Content owners)
- Device/Mobile Handset Manufacturers
- End Users i.e. Customers

Figure:



The first stakeholder in the value added services value chain is the Content Authors/Producers or copyright owners known as content owners. They have commercial agreements or arrangements with the VASPs for providing or sharing the content with VASPs. In some cases the Mobile handset manufacturers have direct agreement with content owners or VASPs for content which are embedded in the handset or terminal device. An example of such content is games coming with the mobile handset. The role of

VASPs is to provide contents for telecom operators. Contents are at times developed by the telecom operators themselves or directly by the VASPs, where the Telecom operators provides necessary platform to facilitate provision of value added services to the customers. Presently, the VASPs are neither regulated nor licensed and mainly they act as channel partners of telecom operator. The telecom operators are nevertheless the core in the value chain as they own network infrastructure and have a large customer base. The VASPs can provide services to the last link in the chain i.e. the end users through the network infrastructure including billing and customer care owned by the Telecom operators. The telecom operators by virtue of being owners of the network have near monopoly advantage in the value chain.

Value Added Services Offerings: In addition to SMS and Voice mail, the other value added services presently being provided by the telecom operators are listed below:-

Sl.	Types of VAS	Description
1	News	National, International, Business, Entertainment, Sports News
2	Finance	Stocks (NSE, BSE, NASDAQ etc.), FOREX
3	Entertainment	Games, Mobile TV and Jokes
4	Travel	Railways, Airlines
5	Downloads	Logos, Ringtones, Caller tones etc.
6	Astrology Service	Personal Horoscope / Personalised Prediction
7	Cricket	Cricket Score, Match Clippings, Cricket Commentary
8	Missed Call Alert	Subscriber to get a SMS alert of incoming calls when the subscriber's mobile phone is switched off / not reachable or busy
9	E-mail	Email through SMS
10	Music on Demand	Dial a song
11	Contest	Reality Show
12	GPRS / WAP	Mobile Internet, Mobile Chat, Mobile TV
13	MMS	Picture Messages, Picture Clippings
14	Health	Health Tips, Beauty Tips
15	M-Commerce	Transaction based services with multiple payment modes and supporting multiple domains like WAP, GPRS, SMS, IVR & Web.
16	Miscellaneous	Devotional, Movies & Music, Fun, and Location based services.

VAS Platforms accessed by customers

For provisioning of Mobile Value Added Services, the Short Codes are allotted by the telecom operators as authorized by Department of Telecommunications within the framework of the National Numbering Plan (NNP). Following technical arrangement/structure is presently being used by telecom operators for enabling customer to access and acquire Mobile Value Added Services:

- i. **Short Message Services (SMS)** – SMS can be person to person (P 2 P), person to application (P 2 A) SMSC Platform is used by the telecom service providers to process and deliver SMS based value added services, SMS short codes, E-mail on SMS, Chatting on SMS, and Content down load through SMS, Cricket scores etc.
- ii. **Interactive Voice Response (IVR)** - It is a computer and telephony integrated technology through which one uses a touch tone phone to interact with a data base to acquire information from other end. These are voice based value added services such as news, live talk to astrologer, movie information, jokes, cricket commentary etc. which can be accessed by subscribers.

- iii. **Unstructured Supplementary Services Data (USSD)** - This is a method of transmitting information/ instructions over GSM network. It is a session oriented service where user gets a flash message in real time. Services like content download, cricket updates, jokes, news alerts etc. can be acquired by consumers through process of using USSD.
- iv. **General Packet Radio Service (GPRS)** – It is a service which enable users the access to Internet on the mobile. These include basically data based value added services such as Internet browsing, MMS, Content download like wall paper, Ringtones, Themes, Games and Mobile TV etc.
- v. **Call Management Services (CMS)** – Services like missed call alerts, call forwarding, voice mail, incoming call block etc. come under this category.

Growth Potential of Value Added Services

The revenue sharing arrangements, existing copyright system protection do not encourage orderly growth of the Value Added Services in India. Though the content providers/content aggregators are developing high value contents, they do not get a reasonable share of the revenue earned by the telecom operators through delivery of such contents to the consumers. As per the IMRB Survey Report of December 2006 on Mobile Value Added Services in India, 60% of the revenue earned from Value Added Services is retained by the telecom operators while 25% goes to the content aggregators and 15% to the copyright owners. On the contrary, in developed markets like China, the telecom operator retains only 20-30% of the revenue while the content providers/content aggregators keep much higher amount.

Growth Drivers for VAS in India

The diversity in languages, culture and religion in India also gives ample scope for development of regional and linguistic contents. Regional content is getting popular both in voice and non-voice services. The companies have to be receptive to the local and customized needs of the consumers. Development of regional contents and vernacular news portals would give a significant boost to the content market especially in entertainment segment. Similarly, the facilities to download devotional ringtones, wallpapers and clips to suit individual requirements would further enhance the growth of Value Added Services market in India.

➤ **Potential for growth of value added services in Rural India**

There is also great potential for growth of Mobile Value Added Services in rural India. Since mobile penetration in urban India is already very high, the Service Providers would naturally look for opportunities in areas so far untapped. The rural areas will be the focal point for further growth of mobile telephone services. Simultaneous provision for development of customized value added services such as crop price alerts, microfinance scheme information, installment dues alerts, weather alerts, mobile payments etc. through mobile telephones would encourage the rural population to subscribe to mobile telephone services.

➤ **Revenue potential of value added services**

As per the information available with the TRAI the revenue from provisioning of value added services by Cellular Mobile Telephone Service Providers is Rs.3676 crores (INR 36.76 billion) for the year 2005-06 and Rs.5904 crores (INR 59.04 billion) for the year 2006-07. The percentage increase in the revenue from year 2005-06 to 2006-07 is above 60%. With such growth potential the mobile value added services revenue is expected to reach above Rs.25000 crores (INR 250 billion) by the year 2009-10. Further, the growth potential will also be compounded after the introduction of 3G service. As per the analysis by M/s. zinnov, Cellular Operator Association of India (COAI) has projected that VAS will

contribute upto 20% of total telecom revenue by 2009-10. Further the analysis indicates revenue projection of order of US Dollar 10 billion by 2010.

➤ **3G and Value Added Services Market in India**

3rd generation mobile communications networks (3G) have been heralded as a paradigm shift that will irreversibly change the structure of the telecommunications industry, particularly mobile value added services offerings. In an ideal 3G scenario, users would get abundance of value added services developed by independent service providers with plethora of business combinations and technical implementations. 3G will enhance the application of VAS and also help to add more features to the existing application. Therefore, it is expected that with the introduction of 3G services, the mobile value added services will get a big boost both in terms of variety and revenue. 3G applications will drive ARPU and traffic, improve brand image and increase customer loyalty.

Accessing the Internet on mobile devices, downloading music, pictures, playing games, particularly 3D games and even sending multimedia messages will be extensively used by the customers. 3G would enable a high bit-rate of mobile data, offer greater network capacity and facilitate rich-data applications such as Voice over Internet Protocol, video telephony, mobile multimedia including video conferencing and interactive online gaming. Increased bandwidth allows for quicker and more convenient downloads such as personalized music recommendations, full length tracks, polyphonic ringtones, master-tones, full length videos, artist greetings, logos, ring back tone etc. Thus the demand for downloading applications or contents on the mobile phone is bound to increase leading to more usage. In such a scenario, the role of international VAS technology platform providers would be more prominent.

➤ **Next Generation Network (NGN) and Value Added Services growth**

In the Next Generation Network soft switch technology is used, which is based on Packet Switching/IP phone. The NGN architecture provides applications services at the top layer. This soft switch based NGN enables introduction of new value added services rapidly at low cost. Soft switch in NGN provides basic and supplementary services called core services whereas the value added services are outside the soft switch as application services configured through value added application servers. Generally the application servers are interfaced with soft switch with open and flexible application programming interfaces. Thus, the process basically reduces the time to launch new value added service and also costs. Therefore, it is envisaged that with deployment of NGN network in Indian telecommunications, more and more feature rich value added services will be available to the telephone consumers. Similar impact is envisaged after the introduction of IP multimedia system (IMS) in the cellular mobile telecommunication network. Further, the adoption of feature rich value added services will get enhanced through fixed mobile convergence (FMC). New communication possibilities enabled by IMS include voice, telephony, Push-to-Talk, MMS, SMS, Messaging, Community, Sharing, TV participation etc.

Operating Support System (OSS)	Value Added Services / Application Services				
	Middleware				
	Service Delivery Platform				
	IP Multimedia System (IMS) / Next Generation Network (NGN)(IP, SIP)				
	Enablers - Location, Messaging, Content				
	WiMax	2.5G / 3G	WiFi	DSL	Cable

Convergence & device support

Services convergence such as voice with Mobile TV, IP-TV over Broadband, TV participation through 3G and Broadband Wireless Access (BWA) etc. and device convergence at the user end and network convergence at core will facilitate the rapid adoption of value added services by the consumers and also rapid deployment by the service providers. In such a scenario voice may not be a primary source of revenue, but provisioning of value added services will have large revenue potential for telecom operators. The service provider will explore the capabilities offered by the converged network to introduce and market value added services that will enhance the communication experience of individual customers and increase the benefits to corporate customers. These services will be the differentiating characteristics of competing telecom operators. The need to differentiate will continue to drive the convergence of networks. In this context telecom operators will have to adopt strategies to diversify the service portfolio through cooperation and collaboration with cable television and broadcasting companies, Internet service providers and value added service providers (VASPs).

Benefit to society

Convergence potentially offers many attributes for value added services, easier use, lower cost, ubiquity, greater interactivity etc. The many different communication channels such as telephone, Internet, mobile phone, broadcast TV, cable, satellite etc. is converging into a single interface for all communications. Initially, the passage of information necessary for a free society only required freedom of the press, later broadcasting opened new channels for society to receive information. The telephone both fixed and wireless provided both way interactivity and then came the Internet and Broadband which facilitated multimedia interactions. Now with convergence and competition, the society may get information, entertainment, both way communication and transactions of money on single device through single interface.

(Source: Consultation paper on Growth of Value Added Services and Regulatory Issues, TRAI, May 2008)

Foreign Direct Investment

Foreign Direct Investment (FDI) plays an important role in the long-term economic development of a country not only as a source of capital but also for enhancing competitiveness of the domestic economy through transfer of technology, strengthening infrastructure, raising productivity and generating new employment opportunities. FDI also has an important role in enhancing exports. FDI is quite critical for the Telecom sector as it is capital intensive in nature and thus requires huge investments for its expansion.

Foreign direct investment (FDI) is one of the important sources to meet the huge funds that are required for rapid network expansion. The FDI policy provides an investor-friendly environment for the growth of the telecom sector. The policy of the Government of India is to strive to maximize the developmental impact and spin-offs of FDI. At present, 74% to 100% FDI is permitted for various telecom services. The total FDI equity inflows in telecom sector have been USD 2447 million during 2008-09 (April-February 2008-09).

Regulatory Framework

The Telecom Regulatory Authority of India (TRAI) has always endeavoured to encourage greater competition in the telecom sector together with better quality and affordable prices in order to meet the objectives of New Telecom Policy, 1999. A number of policy initiatives were taken in 2008-09 to transform the telecom sector and to extend the scope, availability and reach of telecom services in India. These inter-alia, included recommendations on permitting New Entity for Allocation of 3G Spectrum, foreign investment limits for broadcasting sector, 'Allocation and Pricing for 2.3-2.4 GHz, 2.5-2.69 GHz bands & 3.3-3.6 GHz bands', spectrum Usage charges and one time spectrum enhancement charges, restructuring of Cable TV Services, mobile Virtual Network Operator (MVNO), 'Policy Guidelines and Operational

issues for Television Audience Measurement/Television Rating Points (TRPs)" ,Issues related to Internet Telephony provision of Calling Cards by National and International Long Distance Operators, Terms and Conditions for Publication of Integrated Telephone Directory for Fixed Line Telephones and Recommendations on "Terms and conditions of Licence for the National Integrated Directory Enquiry Service (NIDQS).

Besides the above recommendations, TRAI made recommendations specific to protection of consumer's interest and those targeted at improving quality of service. These included issue of a Tariff Order and a Direction mandating several regulatory measures to improve transparency in tariff offers in access service. Besides, the Authority also initiated a programme of holding regional workshops aimed at generating awareness amongst the consumer organizations about various initiatives taken to protect consumer interests.

The above measures are expected to facilitate orderly growth of telecom sector by promoting healthy competition and enhancing investment efficiency besides protecting interests of consumers.

(Source: Annual Report 2008-09, Department of Telecommunication)

(Source: Outcome Budget 2009-10 Department of Telecommunications)

(Source: Annual Report 2008-09, Department of Telecommunication)

(Source: TRAI, The Indian Telecom Services Performance Indicators, July- September, 2009)

(Source: Mobile Value Added Services in India, IAMAI & eTechnology Group @IMRB, August 2008)

(Source: Consultation paper on Growth of Value Added Services and Regulatory Issues, TRAI, May 2008)

BUSINESS OVERVIEW

OVERVIEW

Our company is a mobile value added service (MVAS) provider of carrier-grade messaging platforms and gateways, content management systems, WAP and Voice platforms through managed services. Services provided by these platforms include interactive portals, community and user generated content applications, caller ring back tone and video streaming. We manage VAS and content platforms and aggregate content for operators and portals, manage the delivery of content and manage mobile campaigns for media, advertising and enterprise customers. We have created and aggregated 2G, 2.5G and 3G applications and products which can be routed over an Internet Protocol or IP network and enables mobile operators to deliver multimedia services. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Mobile operators are aggressively deploying next-generation wireless networks such as third generation or 3G networks that are capable of delivering high quality mobile multimedia services to subscribers. In deploying these new networks, mobile operators are seeking packet core network hardware and software that can deliver multimedia services with high performance, simplicity and reliability. We have developed our multimedia core network platforms and our proprietary software specifically to address the needs of packet-based mobile networks.

Our product portfolio includes music, information and entertainment based products and services (such as Caller Ring Back Tone, ringtone downloads, voice changer, song downloads, wallpapers), subscription services (such as sports updates, bollywood, commodity rates, jokes, yoga, news) enterprise services (such as inbound/outbound campaigns, bulk sms, voice sms, alerts, contests), mobile back up services, all of which enable subscribers to personalize their mobile phones and enhance user experience. Our products allow subscribers to access informational and entertainment content in many languages. Using our social networking platform, subscribers are able to generate their own interactive content through messaging and conversations. We provide these value added services and products through our carrier customers to mobile subscribers and enterprise clients using Interactive Voice Response System (IVRS), Short Message Service (SMS), Unstructured Supplementary Service Data (USSD), General Packet Radio Service (GPRS) and Wireless Application Protocol (WAP) technology and delivery methods. Our applications can be deployed on any network and accessed from most mobile handsets. Many of our products and services can be accessed by subscribers using a variety of delivery platforms, i.e., Voice, SMS, USSD, GPRS, WAP and 3G network, thereby enabling us to deploy our products and services across a majority of operators and networks. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Planet41 is a fast-growing MVAS providing company with 19 employees supporting various operator deployments.

At present, some of the major telecommunications carriers in India form a part of our customer base viz. Vodafone, Reliance Communications (RCom), IDEA; enterprise customers such as Integrated Securities Ltd., PUG Securities, LKP Shares, PawanHans Helicopters; content aggregators such as Big Music, Venus, Star TV, Saregama, Times Music and retailers such as Big Bazaar, Bharti - Walmart Ltd., etc.

Planet 41 is amongst the few MVAS providers in India to get the coveted ISO 9001:2008 certification. The Company has undertaken ISO 9001:2008 certification to demonstrate its capability to consistently provide

services that enhance customer satisfaction through effective deployment of a quality management system.

Our value added services and products provide a source of additional revenue to our carrier customers with relatively insignificant capital expenditure. Our music, entertainment and information based value added products and services are dependent on the content which we provide. We have alliances with a number of content owners and license holders and licensed content is delivered to our carrier customers through our delivery platforms. As of December 31, 2009, we had more than 1,50,000 songs in more than 17 languages, as well as logos, wallpapers and 12,000 ringtones in our content database to cater to the needs of multicultural and multilingual subscribers in India.

We were incorporated in September 2006 in Mumbai, India. Our registered office is located in Mumbai, India.

OUR COMPETITIVE STRENGTHS

The telecommunications services industry has grown exponentially in recent years as a result of India's expanding economy. Land-based telephone connections and services are inadequate for current consumer needs and mobile phones are increasingly filling the growing demand. Competitive pressures have also resulted in decreasing prices and declining average revenue per user in the Indian telecommunications industry and telecommunications operators and service providers are increasingly looking to additional services and products to support and grow their market share, revenues and margins.

Innovative platform based product development and diversity of products and services

We are continually engaged in the development of new products and services on our platforms to enhance the product portfolio we offer to our telecommunications carrier customers and other enterprises and bring new products and services to the market to address consumer needs and drive demand.

We continue to invest in the growth of our platforms to ensure that these are in tune with the requirements of our customers. In addition, we are constantly refining our offerings to improve adoption of mobility-related products by consumers and address pricing pressures. We provide a diverse portfolio of services, products and content, with a focus on entertainment, information and music. Our ability to offer a complete suite of products and services allows our customers to offer a wide range of user interface services to their subscribers, resulting in ease of market adoption, revenue growth, and higher subscriber satisfaction.

Established customer relationships

At present, some of the major telecommunications carriers in India form a part of our customer base viz. Vodafone, Reliance Communications (RCom), IDEA; enterprise customers such as Integrated Securities Ltd., PUG Securities, LKP Shares, PawanHans Helicopters; content aggregators such as Big Music, Venus, Star TV, Saregama, Times Music and retailers such as Big Bazaar, Bharti - Walmart Ltd., etc.

We have successfully marketed our solutions to a multitude of diverse telecommunication carriers customers. Service deployments with our customers involve complex hardware systems and software applications deeply embedded within the customer's core network systems. Since the service deployment on our customers' network is complex, our relationship development personnel provides support at our telecommunication carrier office, giving us the ability to expand quickly and efficiently the range of services deployed and benefiting from the revenue growth from their subscriber base.

Our diversified content database

Our music, entertainment and information based value added services and products are dependent on the content we source, license, reformat and re-position. We have invested significant effort in growing the necessary relationships and have alliances with more than 45 content owners and license holders. We have a content database of more than 1,50,000 songs in more than 17 languages, as well as logos, wallpapers and 12,000 ringtones in our content database, to cater to the needs of multicultural and multilingual users in India. With our pan-India presence and a well diversified offering of value added products and services, we provide relevant services in a convenient manner to our consumers in the language of their choice. Hosting a gamut of content varieties, consisting of music, entertainment, information based services and subscription services we facilitate continuous access to the content required by our carrier customers.

OUR STRATEGY

Our strategy is to be the preferred VAS business partner of telecommunications carriers and enterprise clients. We strive to offer the most innovative platforms, products and services that can be accessed and used by our carrier customers' subscribers on mobile phones and by our enterprise clients, delivering value added voice services, data transmission, mobile commerce and communications.

Provide innovative applications to fulfill our carrier customers' total telecommunication needs in new and existing markets

In recent times mobile phones have developed beyond simple voice communications and have become a sophisticated multi-utility tool for consumers to enjoy and access a variety of services. We intend to develop and launch innovative products and services that will meet the evolving needs of the end-user subscribers for our carrier customers and enterprise customers in our current markets, as well as market new products and services to new and existing customers in India and internationally. We continue to focus on and invest in our development activities, products and services which match consumer preferences.

Deepen our relationships with carrier customers

We intend to expand our geographic presence and market penetration in India. We intend to increase our market share with existing customers and fetching new customers by providing a broader range of services and products. In order to develop and support these new customer relationships, we intend to upgrade and expand our network of development, sales and support resources in potential growth markets and to enter into local partnerships and distribution arrangements. We also intend to be present in all aspects of the value added services chain, acting as a partner to our customers by managing the entire value added services offering of our customers.

Strengthen our long-standing content sourcing relationships

Our current initiatives include providing channels for both user generated and media generated content. Currently, the major growth in mobile telephony is from semi-urban and rural areas. With coverage expansion by the operators in semi-urban and rural areas where there are few entertainment and information outlets other than television, there is significant requirement for content focused on semi-urban and rural populations, such as commodity market prices, commodity rates, weather information and education. We are ready with technology to have online content in these areas through our partnerships with content providers.

Pursue selective strategic acquisitions and investments

We continually seek new growth and acquisition opportunities in our existing business lines as well as related businesses to expand our geographic presence domestically, service offerings, customer

relationships and technological expertise. By selecting the opportunities for growth and acquisition carefully and leveraging our transactional, project execution and operational skills, we expect to continue to expand our business. We will pursue similar opportunities in other regions to strengthen and grow our business, including investment in or acquisition of minority or majority stakes in companies which support our business and product strategy.

Gain distribution partnerships and alliances

For selected markets and product categories, we intend to gain distribution partnerships with well established companies which have strengths that are complementary to ours. For example, we are presently re-selling products developed by Celebrite Mobile Synchronisation Limited, Israel offering a standalone product that provides mobile content back up and quick, secure transfer of mobile handset content such as phonebook, sms's, pictures, videos, ringtones, audio files etc. from one mobile phone to another, regardless of mobile vendor, model, technology or carrier.

OUR PRINCIPAL PRODUCTS AND SERVICES

Our product and service portfolio empowers service providers to meet the needs of their customer's interest with state-of-art technology that delivers innovative, feature rich services to the end user. A completely modularized architecture built on robust, best-of-breed hardware and software components ensures a high level of reliability and availability across all our products.

Our Principal Products and Services

Enterprises Services, Mobile Marketing and Advertising

- Inbound campaigns
- Outbound campaigns
- Bulk SMS
- Voice SMS
- Availability Alert
- Alerts in regional languages
- Voice Chat
- Contests

Subscription Services SMS/Voice/WAP/Video/IVR/IVVR/3G

- Sports Updates
 - Bollywood
 - Commodity Rates
 - Astrology
 - Stock Alerts
 - Jokes and Shairi
 - Beauty and Yoga Tips
 - News
 - Recipes
 - Voice and Regional language SMS alerts
- We offer more than 100 services**

Music, Entertainment and Infotainment

- Back Ground Music
- Mobile Radio
- CRBT
- Ringtones
- Voice Changer
- Full Song Download
- Devotional Music, Songs, CRBT
- Wallpapers and Bikini content
- Images, Logos and Theme
- What Song is it?

WAP Portal

- Vodafone Live
- Images, Rich Alerts, Music, Videos for GPRS
- Planet41 Live

TELECOM Infrastructure Solutions

- Outbound Diallers (OBDs)
- Pay-as-you-go plans for post-paid customers

Mobile Backup

- Backup Services
- UME – Phone to Phone Data Transfer

Content Production and Management

- Content Production and Management suit
- Content Delivery Platform
- Trans-coding
- Send Video to mobile suite

3G Services & Products

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Video RBT (RBV) • 3G Video SMS • 3G Video Greetings • 3G Video Sharing • Video service Delivery Platform • Mobile Video Dating | <ul style="list-style-type: none"> • Video Conferencing • Video IVR (IVVR) M - Banking Service • 3G Mobile Games • 3G Game Play • 3G Media Suit: • 3G LIVE Video Calls to TV | <ul style="list-style-type: none"> • 3G Video Roaming • Live Entertainment • 3G Studio Mobile Cam Live chat • 3G MoFoChat • IVVR |
|---|--|---|

Our products and services are described as follows:

Enterprise services, Mobile marketing and Advertising

- *Inbound Campaigns:* Our inbound calling solution is designed to allow the subscriber to be in touch with the enterprise through a short code (5 digit number). Subscribers can use inbound messaging for customer service complaints and feedback, opinion polls, surveys, media-voting and electronic media. Our enterprise service provides subscriber benefits, such as instant access to desired information and a cheaper SMS. In addition, this service reduces call center cost and promotional budgets for our carrier and enterprise customers.

- *Outbound Campaigns:* Our outbound calling facility is designed to send out automated messages about new promotions and offers on products and services to a specific list of subscribers based on the target profile. Our enterprise solutions enable the advertiser or corporate client or merchant to direct their marketing efforts to a target subscriber group based on a pre-defined set of profile parameters set by the advertiser, and thereby help the advertiser to avoid wasting a significant portion of their advertising budget on non-target subscribers due to the inability to profile the subscriber. Our Outbound dialing services are most suitable for sectors including consumer durables, airways, railways, automotive and financial institutions. When our outbound dialing facility contacts a subscriber and the subscriber is connected, the system becomes an interactive sales tool and information on a product or service can be gathered or dispersed.
- *Bulk SMS:* We have developed a Instant Message suit for dispatching SMS professionally to over 360 GSM mobile phone networks worldwide to a large number of recipients. The suit users can manage their contact list, groups, messages, advertisement based messaging, future SMS, alerts and subscriptions with our user friendly online application. The users can design their campaigns and SMS based mobile marketing and advertising. We offer the SMS units at most competitive prices too.
- *Voice SMS:* Text messaging has been a success story of cellular telephony. Voice SMS has shown sustained growth and continues to beat expectations by leading data service on mobile networks. Text messaging has limited success in markets due to character limits and lack of support of vernacular languages. Similarly in rural and semi-urban areas where literacy rates are lower voice SMS has proven to be a better form of communication. Further, while a text message allows a short piece of information to be sent, text does not convey meaning and feeling in the way that a voice can. Voice SMS allows everyone, irrespective of language, alphabet or handset, to send a short message that is personal.
- *Availability Alert:* When there is an urgency to call a person and the person being called is not available at that time, it gives a great benefit to the caller to know when the other party is available. Availability module provides notification to the caller, when the called party becomes available after the missed call alert.
- *Voice Chat:* This is a community service which allows mobile subscribers to make friends without revealing their own identities. Customers can dial in to an Interactive Video Response (IVR) short code and make their own profile including age, likes and sex. They can also leave their own recording. The system then intelligently searches for all the matching profiles and provides an option to the subscriber to talk to those profiles. Also, the system makes the subscriber's profile available to all other users so they can also get in touch with the customer. The mobile number of the users is not revealed to the other users and they know each other via chat identity numeric codes.
- *Contests:* Our contest engine enables carriers, media and advertising companies, corporations and merchants to set up contests for mobile phone and wireline subscribers. As part of our services, we provide the technology as well as the content for this application. Our contest application enables us, for example, to create a question bank, set up different quiz formats, conduct a post-contest analysis of the scores and manage the distribution of prizes to winners of the contests.

In this era of rapid advancement in cutting edge technology, the mobile phone has become an integral part of our daily existence. Stiffing competition in the telecom industry has pushed Telco's to continuously invest in technology enhancements in the order to provide a better service to their subscribers at lowest possible tariffs. On the contrary, advertising is seen as a high revenue generating

stream that is capable of sustaining high profits as it offers an exclusive interactive experience coupled with convenience, thereby making the mobile medium the most potent choice for advertising.

We capitalized on this opportunity and developed a total mobile advertising solution, which addresses the needs of all entities involved in mobile advertising (i.e. mobile operator, advertising agencies, advertisers and subscribers). Our product is a Value Added Advertisement Service (VAAS) which allows advertisers to reach consumers directly on their mobile devices via various innovative mediums (i.e. SMS, MMS, WEB/WAP, IM, Video and Voice) in a non-intrusive manner, while helping to reduce the burden of subscriber tariffs and increase the operator Average Revenue per User.

Our VAAS engine is an effective and tested platform. We are providing our services to India's leading retailers like Big Bazar, Bharti Wal-Mart and Spencer's.

Subscription services through SMS/ Voice/ WAP / Video / Interactive Video Response (IVR)/ Interactive Voice and Video Response (IVVR) /3G

- *Sports updates:* Our sports update application allows the subscribers to receive live updates and commentary on sporting events, such as cricket, on their mobile phones. In addition, subscribers can browse other sports related content and subscribe for scores update.
- *Bollywood:* Our Bollywood Gupshup offers the latest news, updates and gossip. Our subscribers get the current previews and reviews on Hindi Films. Subscribers get the real story behind the scene.
- *Commodity rates:* Our subscription engine is capable to broadcast current commodities rates from various markets and in various languages. This is an important service for Indian farmers to realize better rates.
- *Astrology:* Our astro zone application allows subscribers to download personalized horoscopes on their mobile phones based on astrology or numerology, tips on feng shui and personality analysis.
- *Stock Alerts :* We offer Stock Tracking services. Subscribers has privilege to get live rates, Market alerts – Sensex, Nifty, Stock open/close – Total Volume- Average price, High or low circuit price alerts, stock related news.
- *Jokes and Shayari:* Subscribers receives the funniest jokes which are enjoyed first and forward to their family and friends to brighten up their day.
- *Beauty and Yoga tips:* Subscribers gets daily tips on good health, fitness, yoga, beauty, fashion and well being. Our tips are based on the mantra "A healthy body with a beautiful mind makes a person successful."
- *News:* We provide news content on real-time basis in multiple languages accessible by categories such as politics, business or international news.
- *Recipes:* Subscribers can access cookbooks and recipes from media including newspapers and magazines.
- *Voice and regional language SMS alerts:* Our subscription engine supports Unicode messages (SMS in local language). The alerts can be delivered in form of Voice SMS, which are very useful in rural area where people cannot read or write SMS but they can record their message and send as Voice SMS and same way they can receive the voice SMS and can listen the message with great ease.

Music, Entertainment and Infotainment

Back Ground Music (BGM): Our BGM application allows pre-paid and post-paid subscribers to play music in the background when the call is in progress. Subscribers can select music of their choice or any other pre-recorded sound such as traffic noise for playing in the background during a call to any number. We have applied for a patent for this application.

Mobile Radio: With its expertise in mobile technology and the delivery of music-related Value Added Services, Planet 41 decided to create a new service called Mobile Radio, designed to provide the personalization of an MP3 player to a mass audience via their mobile phones. "India is a country of a billion people" and many of these people do not have the means to buy an MP3 player, yet they love music and Bollywood spectaculars. Planet41 offers the service to satisfy this popular passion at an affordable price, delivering "the personal touch of an iPod but at a low price point and on a single device."

Caller Ring Back Tones (CRBT): The Ring back Tone Server allows mobile users to reflect their personality by setting a preferred ring back tone for callers to hear before the call is answered. It replaces the monotone sound heard by those trying to call with a popular ringtone, a sound clip or a self-recorded message, allowing subscribers to express themselves in a very individual way. They can even associate a specific ring back tone to certain callers in their phone book.

Ring Tones: A Mobile phone is most personal gazette and mobile users choose their favorite songs, music and set as ringtone. Every phone has different format so every music or song need to be converted in required format. There are approx. 29 formats to cover major handsets sold in India. Planet 41 has highly skilled team of good Musicians and created more than 12,000 ringtones in past in required formats.

Voice Changer: Voice changer application changes the voice in real time, making almost impossible the called party to guess the caller. The application can show or hide the original caller number to further surprise the called party. The voice changer platform changes the voice of the caller in real time to make the called party hear a different voice other than caller.

Song downloads: We have content database of around 1,50,000 variety of songs that may be suitable to varied kind of subscriber base.

Devotional Music, Songs and CRBT: We have developed exclusive WAP/SMS/MMS/Video/Audio and musical Devotional content for mobile users. Company has already developed more than 200 most popular and highly downloaded Devotional songs, CRBT and Ringtones with Bhajan Samrat Anup Jalota & others and deployed at Vodafone's and Reliance's platform. We are providing this content to other operators as soon we enter in content agreement with them.

Wallpaper: Our wallpaper application allows subscribers to download colored wallpaper from a wide range of categories, such as religion, bollywood, nature and sports. The subscribers can connect to the data network via General Packet Radio Service (GPRS) and a wide range of wallpaper is made available to them to choose from.

What Song is it: What Song is it, is a unique musical game designed to run at the Mobile Operators or any voice enabled operator for its customers. This game has gained high popularity in Israel and Russia. Each game player will be asked to recognize a song after hearing a small portion of it. The game is designed to support multiple languages – English, Hindi, Tamil and Telugu etc.

WAP Portal

WAP portal is Wireless Application Protocol based Content Management System. This solution package allows enterprises to create and maintain their Mobile WAP portal easily through a web user interface. No technical knowledge of WML is required to make and keep their mobile WAP site working. Maintaining WAP portal site is as easy as writing e-mail or filling a web form. WAP portal is based on PHP and its MySQL database driven. WML WAP pages are dynamically generated by the script based on customers settings.

- *Vodafone Live:* We are Vodafone Live content provider in India. We offer content and data services to Vodafone users. Vodafone provides a link to Content providers on their WAP portal. We have created Images, Rich alerts, Music, Videos for Vodafone live users. The portal works on GPRS.
- *Planet41live:* Our company has its own portal based on Wireless Application Protocol in the name Planet41live.com. We offer various data and information services through this portal.

Telecom Infrastructure Solutions

Outbound Dialers (OBDs):

Outbound Dialer works on Voice platform. This is an automated service provided by our company to telcos and enterprises for calling subscribers directly to provide information on billing or running a promotional campaign.

Pay-As-You-Go Plans for Post-Paid Customers:

This product is specifically offered in association of our partner to meet the needs of post-paid subscribers include corporate top-ups so that businesses may offer monthly airtime allowances to staff directly on their phones, and pay-as-you-go payments plans for credit card holders and in order to meet the needs of both types of subscribers, while also attempting to smooth out the load on the network to improve service.

Mobile Backup

Planet 41 is presently reselling the products developed by Cellebrite Mobile Synchronisation Limited, Israel. The product offers a stand-alone product for mobile phone carrier Point-Of-Sale and Repair centres that provide quick and secure transfer of mobile handset content such as: Phonebook, SMS messages, Pictures, Videos , Ringtones, Audio files and more - from one mobile phone to another, regardless of mobile vendor, model, technology or carrier. By working with over 80 carriers worldwide, Cellebrite assures the widest phone coverage, with most models supported prior to their market launch.

- *Backup Services:* In today's mobile society, users see their personal content as a lifeline. As the variety and volume of mobile phone data increases, the need for intelligent data management becomes a must. CelleSync is the most comprehensive solution for Over-the-Air data backup and sharing. The mobile data is regularly updated by synchronizing with subscriber's profile.
- *UME-Phone to Phone Data transfer: Cellebrite UME36 Pro – Universal Memory Exchanger:* This is a unique product because it transfers any data from any phone of any make and model to phone of any brand and any model in fraction of minute safely. The Data transfer process is very simple.



The phone updated with the data is known as target phone and the phone contains the data for transfer is known as source. Both the phones are connected to the UME with a special cable. The data is transferred with a press of button.

Planet 41 plans to install 1,000 units at outlets selling new phones and retailing mobile contents on pay-as-you-go basis. For further information please refer "Objects of the issue" on page 28 .

Content Production and Management

- *Content Production and Management suite:* The world of mobile media is today highly diversified and appeals to wide user segments as a new and valuable means for consuming content. With the quality of mobile devices and growing availability of bandwidth, there seem to be no limits to the potential for rich media over mobile. Our Content Production and Management Suite provide solutions for services and content providers to automate the process of high quality content creation and delivery covering the entire content delivery- from content owner to subscribers.
- *Content Delivery Platform:* Our Content Delivery Platform is designed to offer network operators and multimedia content providers a complete media management platform designed to answer all their multimedia content distribution needs. The Content Delivery Platform uses existing SMS Centers, WAP interfaces or SMS Messaging Gateways to distribute multimedia contents using the customer preferred method: SMS, Push-WAP, WAP and Web. Efficient contents translators ensure that the most appropriate content format is delivered to the customer according to its media device and capabilities by using advanced content translation algorithms and an up-to-date device database.
- *Trans-coding:* Our music, entertainment and information based value added products and services are dependent on the content which we provide. We have alliances with a number of content owners and license holders and licensed content is delivered to carrier customers through delivery platforms. As of December 31, 2009, we have more than 1,50,000 songs in more than 17 languages, as well as logos, wallpapers and 12,000 ringtones in our content database to cater to the needs of multicultural and multilingual subscribers in India.
- *Send Video to Mobile Suite:* This product is good to deliver any video, wall paper or any image from any TV show or website to mobile phone. Any video format is converted to 700 plus different mobile video formats on the Fly. Video portals and TV Channels will be able to generate good revenues from existing content and traffic.

3G Services & Products

The following products and services will be the key revenue driver for Planet 41 after launch and well acceptance of 3G in India. We have the technology to be deployed with the following products:

Planet41's GO3™ : a strong and reliable 3G application suite for mobile operators, mass consumer and enterprises

GO3(TM) is an interactive video calling application platform designed for Mobile Operators, Content Aggregators, Media & Broadcast companies and enterprises to deploy a wide range of interactive video services, including live and "on demand", over 3G/UMTS and IP networks.

It has become clearer than ever that, in the very near future, video will replace voice as the basic form of telecommunications. This transition is spearheaded by the wireless telecommunication market which is characterized by the fierce competition and constant process of technological evolution. GO3(tm) is an ideal solution for operators who understand the strategic importance of leveraging themselves to the opportunities brought about by the entry of Video into their market.

Video Ring Back Tone (VRBT): The RBT market is an extension of the ring tones market. Ring back tones are the sound signals heard by a caller before the called party answers the call. Traditionally ring back tones consisted of dull ringing or beeping signals. Today, the ring back tones market offers the opportunity for personalization and self-expression to fashionable young customers by providing them with the ability to select their own RBT's.

Ring Back Video (RBV) extends this service even further by offering subscribers the ability to display video contents on the screen of the calling party mobile phone. This service has generated an unprecedented positive response from users who are opening their wallets to purchase the latest trendy ring back tones videos and has proven to be a great means for fostering user loyalty and preventing churn.

RBV offers the following features:

Multiple RBV assignment: A subscriber can assign different RBV's to different callers or different caller-groups.

- Straightforward and simple creation of personal VBT.
- Large selection of video sources for VBT creation.

3G Video SMS: Video SMS is the innovative, interactive and fun way to send Video messages on mobile phones. It's a great new way to express oneself as it allows mobile users to share special or fun moments that can't be described with words alone. Video SMS allows mobile users to capture the sound and the motion of those "larger than life" moments as it happens and also empowers with the ability to share mobile users moments spontaneously and instantly.

3G Video Greetings: A video greeting from Planet 41 is an exciting service that lets subscribers share their emotions, no matter what the occasion or time. It's value added service that promises significant revenues for 3G operators. Taking mobile video entertainment in to new levels, Video Greetings enables users to select unique "Video Greetings/Messages" that can convey an array of emotions.

3G Video Sharing: Mobile Video Sharing is a new multimedia service that enriches the 3G mobile users experience by enabling content also referred to as Sharing Powered by 3G.

Video Service Delivery Platform: We are ready with the Video Service Delivery Platform. Our solution can be customized solution as per the requirement of Telco's. The arrival of 3G networks worldwide is enabling an opportunity for mobile operators to open up new revenues stream and increase subscriber adoption rates by delivering unique and innovative applications and services. These new services include

real-time multimedia applications such as video messaging, video streaming, video chat, and video conferencing.

Mobile operators who understand the inherent challenges of deploying high-bandwidth, low latency video applications with service quality in a 3G network realize that they need to incorporate a solution that supports 3G-324M. 3G-324M- enabled networks allow mobile operators to deploy high quality, real time conversational video applications over a circuit-switched protocol, while deploying other services such as web based applications over the IP network.

Mobile Video Dating: Our Company has solution for network operators and dating service providers enables them to tap into the growing success and surge of popularity that Video dating services receive on the Internet. Our video dating service will help to generate new revenue from users who regard mobile video dating as a better alternative to the more conventional online dating services. Being able to view their potential partners live on video through their mobile phone screens offers an attractive and flexible solution for many who prefer using their handset to using a computer.

Video Conferencing: Despite the importance of video conferencing to business life it was not until the advent of 3G networks that this service could take its proper place in the catalogues of mobile operators. As 3G networks spread, statistics shows a gradual and steady increase in revenue generated from mobile video conferencing. The ability to conduct life-like meetings through the handset screen has a tremendous impact on business productivity and business culture - so much so that video conferencing is widely regarded as the most prominent business service to be provided over 3G mobile networks.

Our Mobile Video conferencing solution offers a simple automatic mechanism to arrange and conduct video conference calls. All that mobile users have to do is to just dial the Video Conference service number and select the conference call attendees from your phone book. Then, mobile user can either perform the call immediately or schedule the call. At the designated time the system either calls the attendees directly, or sends them an SMS requesting them to call a specified number. During the call there are several options; mobile user can add further attendees to the call, attendees can be muted, and there is an option to instruct the service to record the call. A link to the recorded call file will be then sent to your e-mail address.

Video IVR (IVVR) Mobile Banking Service: With the advent of mobile video and 3G networks, Interactive Voice & Video Response (IVVR) technology has become the most plausible solution to serve as the technological base for next generation mobile banking. Today, this unique knowledge and knowhow enable our company to provide the best M-Banking platform available to date with regard to simplicity of use, security, interoperability and reliability.

In IVVR mobile banking the subscriber is only required to make a simple video call. There is no need to download an application or to type a URL address. The bank's welcome message is displayed together with the visual interactive menus, activated either by the handset keys or by the subscriber's voice. Interactive video menus with quick response times, immediate feedback and fluid interactivity, provide the users with a simple and enjoyable banking experience.

3G Mobile Games: Mobile games are one of the fastest growing segments of the gaming industry. However, mobile games are also some of the most challenging products to develop and distribute. Strong growth and innovation in the wireless communications industry has led to the emergence of the wireless entertainment market. Factors such as the rapidly increasing availability of multimedia capable phones, unprecedented growth in the number of wireless subscribers and development of next generation wireless networks are responsible for the enormous growth experienced in the wireless entertainment market. Gaming through 3G mobile devices are seldom sought after. Planet 41's 3G GamePlay

application aims to break that cycle and enable mobile operators to enter into this market segment by allowing 3G users to simply make a video call to become part of a gaming network.

3G GamePlay: Our company is ready to offer an entertainment service that enables the subscribers to engage in Multi-Player Games via video calls using their 3G enabled handsets. The subscribers can either challenge the others by making an inbound video call to the system or they can play Single Player games with the system (again by making a video call) whilst ensuring the privacy of the subscribers with user profiles rather than disclosing the numbers and other personal information of the subscribers. The Users can climb up the levels as they play more.

The 3G GamePlay gaming platform will consist of a number of games to give the mobile users the variety of experience that they require.

3G Media Suit: Participation TV is a growing trend in the media industry with variations from SMS voting to Caller views/queries being the most common participation mediums. The biggest success in this direction is the 'Idol' franchise. The convergence of telecom and media is gaining popularity all over the globe. Our product pushes this convergence a step further – video. Callers could participate more intimately instead of being another 'voice' on the program. It's a chance for the caller to appear on TV and make an impression!

It opens up new avenues for media companies to develop high rating programs—from competitions to talk shows to commentaries to breaking news. Inherently this increases subscriber participation through the mobile media to interact in these programs, since it seamlessly integrates with any broadcasting studio equipment.

Our solution is ready to offer an all-in-one, plug and play solution for 3G-based video call broadcasting, fully interoperating with any 3G handset, it allows 3G users to appear on their favourite TV show by video calling a fixed service number, without the need of any prior software download. For 2.5G and 2.75G users, participation can be done on offline mode by sending Multimedia Message to the system.

3G Live Video Calls to TV: Our Live Video Call to TV solution is ready to enable the 3G caller to makes a video call to the media stations video portal number. The Video portal will answer the call and take the user through the portal video menus. If the user selects the participation TV option, the video call will be routed to the MIC sitting at the media station. The circuit switched video call will be converted to IP steams and will be transported via Transmission Control Protocol (TCP)/User Datagram Protocol (UDP)/Internet Protocol (IP). At the MIC, an important process which includes 3 main functions are performed on the received video stream from the user.

3G Video Roaming: When a 3G roamer enters the country, usually receives a series of text messages welcoming them and presenting them with exchange rates and embassy contacts etc. Due to limitations of the medium, there is no warmth behind these greetings. With Welcome Video Roamer it is possible to present him/her with a colorful and picturesque video clip which creates a sense of warmth and a feel of home and latches them to a single operator as their preferred network.

The same applies for a new 3G subscriber where the network can introduce and demo new video services to the subscriber. There by encouraging usage of the service. Additionally, a call back number or a WAP URL can be advertised so that the roamer is able to access more information. This service will get the triggers from the operators' welcome Video SMS platform. Every time a new 3G roamer is latched on to the network, welcome SMS platform is expected to send a trigger over IP to the welcome video service. This trigger will activate the process of outbound video calling to specific roamer.

Live Entertainment: Our Company is ready with Live Entertainment application and platform. The needs of users grow with the technical development and already established text based services will be replaced in future by increasingly sophisticated services. The new Mobile-Streaming solution offers companies the opportunity to provide customers in almost all situations with new contents mobile. This is the first live product in India that will run over the mobile network.

Through the new generations of mobile phones, video clips on the phones become more and more popular. We offer mobile users suitably for this a great selection of content.

3G MoFoChat: Our Company offers, India's 1st Mobile Chat application to offer the use of pictures on handsets via SMS and WAP. Everyone today has a camera embedded in the mobile so the brand is immediately understood by everyone. MoFoChat is this generation's most fast and exciting way to chat on a mobile. Some of the key features are unlimited access to profiles, videos and pictures, users can upload their photos/videos in less than 1 minute. High level quality animation and moderation and our engine make MoFoChat probably the most secure chat in the world. The application supports video profiles via classic MMS but now with a simple 3G call, users can upload their videos as easily as recording a new voicemail.

Interactive Voice and Video Response (IVVR): Planet 41 has partnership with technology company abroad builds interactive Voice and Video Response Services and applications for maximizing partner's ROI, with full content synchronized voice call completion.

Mobile Banking and Mobile Commerce (MCommerce)

We have entered in a Joint Venture with LinQpay Inc. (LinQpay), USA, a Global Payment Services and Mobile phone based Payments service providing company in September 2009 to offer an innovative new mobile payment and mobile banking solution that enables users to complete financial transactions using mobile phone in a very user friendly way.

Planet 41 and LinQpay offers to provide its services especially in rural areas in association with Banks in India. LinQpay is aimed at mobile customers who do not have a bank account. Typically, these customers do not have access to a bank or they do not have sufficient income to justify a bank account. After registering with an authorized LinQpay Agent by providing their mobile number and identification card and LinQpay Account is created. This is a virtual money account (E-Money) attached to their Mobile number into which they can deposit money at participating agents.

Once registered, customers can put E-Money into their LinQpay Account by depositing cash at a local agent (typically local Mobile dealers and other retailers); send E-Money to other mobile phone users by SMS/IVR/IVVR/WAP instruction. Customers can withdraw cash from their LinQpay Account at a local agent and buy airtime, tickets etc. even items like fertilizers and pesticide for themselves or other subscribers.

LinQpay technology supports value movement between different types of customers as per RBI guide lines. The said joint venture will be able to provide the following services using the technology provided by LinQpay:

- *Mobile Banking:* The technology and platform supports funds transfer from one account to another account. Cash can be withdrawn from ATM. MCommerce allows customer to not only access account information and confirm transactions, but also enable subscribers to conduct financial transactions such as purchase stocks, remit money and pay bills using their mobile phones

- *Pre-paid Recharge:* Mobile prepaid customers can recharge their mobiles by debiting their bank accounts through our MCommerce platform.
- *Mobile Bill payments:* Our mobile bill payment solution allows subscribers to pay their utility bills conveniently using their mobile devices. This facility can also be used by the client to alert the subscribers of the payment due date and the outstanding amounts.
- *Rural Banking and Payments:* Rural Banking with mobile banking is great challenge and highly required service. Our technology and platform is fully secured, capable to handle transactions like cash withdrawals, deposits, transfer etc. as per RBI guidelines.

The company expects to derive the following benefits out of the Joint venture with LinQpay:

- The company shall enter in new markets and distribution networks
- The company will explore new business opportunities by developing, executing, managing technology and enterprise solutions for mobile commerce where the joint venture will provide permanent gateway and mobile banking services
- Company will enjoy access to greater resources including specialised staff, technology and finance
- Risks and costs will be shared

CUSTOMERS

As of June 15, 2010, we had a diverse customer base of customers across a variety of industries including:

- Wireless telecommunications carriers;
- Merchants;
- Content owners and creators;
- Media companies
- Advertisers;

At present, some of the major telecommunications carriers in India form a part of our customer base viz. Vodafone, Reliance Communications (RCom), IDEA; enterprise customers such as Integrated Securities Ltd., PUG Securities, LKP Shares, PawanHans Helicopters; content aggregators such as Big Music, Venus, Star TV, Saregama, Times Music and retailers such as Big Bazaar, Bharti - Walmart Ltd., etc.

CUSTOMER CONTRACTS

Most of our carrier customer contracts are on a revenue sharing basis pursuant to which we receive a fixed percentage of the net revenue generated by our products and services for our customers, thus providing a recurring revenue stream for us. These contracts are typically master contracts which allow our new products and services to be quickly deployed under the contracts' existing terms and conditions without the need to enter into and negotiate a new contract. However, under our enterprise client contracts we get paid for each SMS successfully delivered or not delivered to the end users, based on the volume of SMSs that are sent per month.

Under most of our carrier customer contracts, we have agreed to indemnify our customers against loss or damage arising from our breach of contract, including for the infringement of intellectual property rights in respect of the content that we have sourced and aggregated from third party content providers.

Our contracts with our carrier customers are typically on a non-exclusive basis. Our contracts have "term" typically of one year, which are subject to an annual review in case of renewal; one is valid until termination. Our customer contracts also allow either party to terminate the contract for specific reasons, including for a breach of a material term or condition that is not rectified within a specified cure period.

Either party is also allowed to terminate the contract without cause by giving written notice of between 30 to 90 days and without termination-related penalties. We have entered in contract with our telecommunication carrier customers Vodafone, RCom and IDEA. The brief details of the contracts are as follows:

- We will provide the customers with content such as wallpapers, themes, songs, ringtones, devotional music, animations, subscription services such as news, sports updates, stock alerts, jokes, Buddha thoughts etc. that is be downloaded/purchased by the user through carrier customer. The carrier customer would in consideration pay our Company a certain percentage of the revenue generated by each service provided under these agreements, as per the terms of each agreement;
- Our Company shall raise invoices based upon the revenue data/statement provided by the carrier customer for a particular quarter/month;
- Agreements are for tenure of one year and can be renewed for further periods on such terms and conditions as mutually agreed in writing while one is valid until termination;
- Either party may terminate the agreements by serving a prior written notice of specified number of days;
- Our Company shall be solely responsible for obtaining, at its own cost, all necessary approvals, consents, sanctions, permissions and licenses for providing the services under the agreements;
- The parties would treat in confidence all documents, materials and other information, which it would have obtained regarding any other party during the course of the negotiations and/or preparation and/or implementation of the agreement.

For further details of contracts entered please see "History and Corporate Structure – Other Agreements" on page 81.

CONTENT DATABASE

Our applications are dependent on our ability to source and provide content to fulfill subscriber needs and interests. We source content through licensing contracts with content developers and content aggregators and re-position such content at our end. Our licensing contracts with content providers are usually for a term of one year which is renewable by mutual consent and generally contain a provision that the content provider will indemnify us against any third party claim for infringement of intellectual property rights in respect of the content sourced by them.

Music based services and products claim a significant share of the Indian value added services market, including CRBT and ring tones. With 1,50,000 music tracks, we are a significant provider in the mobile entertainment space in India. We cover 17 regional languages across bollywood, regional, devotional and international music. These songs are accessible via various services, such as ring-tone download, CRBT, BGM and full song streaming and cut across 29 diverse file formats. Music contributes a majority of the revenue on content based services and products provided by us.

Apart from music and entertainment, we have also diversified the reach of our content across visual, gaming, contesting and infotainment genres. We partner with international gaming houses and have access to over 500 gaming titles catering to our mobile internet enabled subscribers. Since most of the products and services are dependent on the content we provide, our focus is to create one of the largest digital and mobile ready music databases in India. Currently, the major growth in mobile telephony is from semi-urban and rural areas. With coverage expansion by the our carrier customers in semi-urban and rural areas where there are few entertainment and information outlets other than television, we believe there will be high demand for content focused on semi-urban and rural population, such as commodity market rates and education. We intend to have online content in these areas through our partnerships with content providers.

MARKETING AND BUSINESS DEVELOPMENT

Under the continuous foresight, guidance and vision of the promoters, our sales, marketing and development team is responsible for the development of strategic distribution partnerships, alliances and direct sales including contract negotiations. The team also works closely with the existing customers to expand the range of services deployed and grow revenue from their subscriber base over the life of the contract we have with them.

Since the service deployment on our carrier customers' network is complex, our relationship development personnel is stationed at our carrier customers office, helping us to expand quickly and efficiently the range of services deployed and growing revenue from their subscriber base. As of December 31, 2009, we have 3 employees working in our sales, marketing and business development team, all of whom are permanent employees.

Collaborations

Other than the Agreements mentioned on page 81 the Company has not entered into any collaborations.

Export Obligation

There are no export obligations to be met by the company.

COMPETITION

The telecommunication value added services industry is fragmented, nascent and highly competitive and is characterized by frequent introductions of new solutions and products, evolving wireless platforms and new and improved technologies. However, we believe we compete effectively because of our track record, the sophistication of our technology, products and platforms, our proven ability to consistently deliver new innovative products, our operational expertise and project execution, our insight into the subscriber market, demand and preferences, the technology and systems which we have installed and integrated in our carrier customers' infrastructure, our service level commitments and due to our established relationships with carrier customers. We believe that Onmobile at Bangalore, Cellebrum at Mohali, Tanla at Hyderabad, mchek at Bangalore, NG pay at Bangalore, IMI Mobile at Hyderabad and One97 Communications from Delhi are our biggest competitors in certain aspect of the services and products we offer.

INTELLECTUAL PROPERTY

Our success depends in large part on our proprietary technology and know-how. We rely primarily on a combination of trade secrets and copyright laws and restrictions on access to protect our trade secrets and proprietary rights. We distribute our software products under license agreements, which grant customers a non-exclusive license to use the software and contains terms and conditions prohibiting its unauthorized reproduction or transfer. In addition, we enter into confidentiality agreements with our carrier customers when we disclose proprietary information to them. We also enter into confidentiality agreements and deeds of relinquishment with our employees and consultants.

As of December 31, 2009 the following grade names have been registered as Trade Mark under the Trade Marks Act, 1999 and the same has been published in the Trade Mark Journal. The date of receipt of Certificate for the trademarks is April 09, 2007.

Sr. no.	Grade Name	Grade/Class	Application/Trade Mark Number
1.	Planet 41 logo	16	1547499
2.	Games and Playthings	28	1547500
3.	Cable Television Broadcasting	38	1547501
4.	Organising Entertainment Competitions	41	1547502
5.	Leasing Access Time to Computer Database, Software Updating, Animation and Websites	42	1547503

Our Company has made applications under the Trade Marks Act, 1999 for grant of certificate of registration of the following names:

Sr. no.	Grade Name	Grade/Class	Date of Application	Application/Trade Mark Number
1.	mBINGO	35	25/01/2010	1913112
2.	mBINGO	38	25/01/2010	1913113
3.	mBINGO	41	25/01/2010	1313114
4.	GO3	38	14/05/2010	1965418

TECHNOLOGY AND PRODUCT DEVELOPMENT

We follow a product development process which allows the launch of a product and services in an expeditious yet controlled manner, after careful market research and conceptual tests. Once we receive market and end-user feedback through our carrier customers, we develop products and services which are initially tested within our R&D facility located at 109, Linkway Estate, New Link Road, Malad West, Mumbai, wherein we have sophisticated equipments replicating a mobile network in which we can test all aspects of our products' operational feasibility, which help stimulate the real mobile networks. Some time we also outsource some applications and testing. Once the offerings are refined and suitably established, we then propose introduction of the offering with our carrier customers. Our ability to test the offerings in our R&D facility provides valuable and direct insight into consumer needs, adoption, preferences and price-points, which are all important in making the offerings successful and managing the uncertainties of new product and services development.

Planet 41 is amongst the few MVAS providers in India to get the coveted ISO 9001:2008 certification. The Company has undertaken ISO 9001:2008 certification to demonstrate its capability to consistently provide services that enhance customer satisfaction through effective deployment of a quality management system.

We have team focusing on conceptualizing, architecting, implementing, testing, delivering, securing and maintaining our platform, products and services. These include our R&D, information technology, quality assurance, configuration management and delivery teams.

As of December 31, 2009, we had a team of 3 members focusing in our R&D, information technology, quality assurance, configuration management and delivery teams.

We have a dedicated team of technology experts to explore new technology and develop value added services and products. To date, we have numerous value added services applications in our basket including BGM, select caller list, my music, call conferencing and voice mail.

EMPLOYEES

As of June 15, 2010, we had a total of 19 permanent employees. We have 5 employees on our operations and deployment team, 3 employees on our sales, marketing and business development team, 3 employees on our R&D team and 5 employees in our finance and administration department.

We continuously review and deliver effective training programs on smart hiring process, provide strategic oversight to business units in their recruitment efforts, and successfully promote our business to potential new hires. By building our brand presence in the market, we intend to identify, attract and train skilled personnel across all our business segments. For our existing employees, we encourage rewards and recognition programs, training and development to continuously improve overall employee caliber.

Our employees are not unionized and we have never experienced any work stoppages. We believe that our employee relations are good.

PROPERTIES

As on date the Company has no immovable property registered in its name. However the Company has received Allotment letter with respect to the below mentioned properties:

Sr. No.	Location	Title	Area (Square feet)	Date of Allotment Letter	Agreement Valid till
1	202, 2 nd Floor, Vishakha, Off Veera Desai Road, Andheri (E), Mumbai 400 058	Owned	497	14/07/2008	NA
2	203, 2 nd Floor, Vishakha, Off Veera Desai Road, Andheri (E), Mumbai 400 058	Owned	497	14/07/2008	NA

Presently, we have three delivery centers' in Mumbai all of which are on lease basis. The details are as follows:

Sr. No.	Location	Title	Area (Square feet)	Date of Agreement/ Sale Deed	Agreement Valid till
Registered office					
1	110, Link Way Estate, New Link Road, Malad, (West) Mumbai - 400064, Maharashtra.	Rented	500	Since Incorporation	31/03/2011
Delivery Centre					
1	128, Link Way Estate, New Link Road, Malad, (West) Mumbai - 400064, Maharashtra.	Rented	790	15/07/2009	14/07/2011
2	109, Link Way Estate, New Link Road, Malad (W), Mumbai-400 064, Maharashtra	Rented	500	01/05/2010	31/03/2013

We lease most of our office space under various lease agreements, subject to renewal by mutual consent. We believe that that additional space can be obtained on commercially reasonable terms to meet our future requirements.

SWOT Analysis

Strengths	Weakness
<ul style="list-style-type: none"> • Innovative and wide range of products • Young, enthusiastic and qualified Promoters & management group • Established customer relationship with telecommunication carriers • Knowledge of industry – Technical and Commercial • ISO 9001:2008 company 	<ul style="list-style-type: none"> • Promoters have infused little money for the expansion • Highly dependant on the number of mobile service providers, technology and related resources • Relatively young company with evolving management structure
Opportunities	Threats
<ul style="list-style-type: none"> • Consistent growth in the subscriber base • Providing service to the consumers through innovation to new levels of quality and performance • Increasing MVAS industry share in telecom revenue share • Increasing participation of mobile service providers • High growth industry and large portion of the market is untapped 	<ul style="list-style-type: none"> • Competition from established companies • Major clients may reduce intake drastically due to sudden recession resulting in an economic meltdown

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

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.

Trade Marks Act, 1999

The Indian law on trademarks is enshrined in the Trade Marks Act, 1999. Under the existing legislation, a trademark is a mark used in relation to goods so as to indicate a connection in the course of trade between the goods and some person having the right as proprietor to use the mark. A 'mark' may consist of a word or invented word, signature, device, letter, numeral, brand, heading, label, name written in a particular style and so forth. The trademark once applied for, is advertised in the trademarks journal, oppositions, if any are invited and after satisfactory adjudications of the same, a certificate of registration is issued. The right to use the mark can be exercised either by the registered proprietor or a registered user. The present term of registration of a trademark is ten years, which may be renewed for similar periods on payment of prescribed renewal fee.

Transfer of Property Act, 1882

The transfer of property, including immovable property, between living persons, as opposed to the transfer of property by the operation of law, is governed by the Transfer of Property Act, 1882 ("T.P. Act"). The T.P. Act establishes the general principles relating to the transfer of property, including, among other things, identifying the categories of property that are capable of being transferred, the persons competent to transfer property, the validity of restrictions and conditions imposed on the transfer and the creation of contingent and vested interest in the property.

Registration Act, 1908

The Registration Act, 1908 ("Registration Act") has been enacted with the object of providing public notice of the execution of documents affecting the transfer of an interest in immovable property. The purpose of the Registration Act is the conservation of evidence, assurances, title, and publication of documents and prevention of fraud. It details the formalities for registering an instrument. Section 17 of the Registration Act identifies documents for which registration is compulsory and includes, among other things, any non-testamentary instrument which purports or operates to create, declare, assign, limit or extinguish, whether in the present or in future, any right, title or interest, whether vested or contingent, in immovable property of the value of Rs. 100 or more, and a lease of immovable property for any term exceeding one year or reserving a yearly rent. A document will not affect the property comprised in it, nor be treated as evidence of any transaction affecting such property (except as evidence of a contract in a

suit for specific performance or as evidence of part performance under the T.P. Act or as collateral), unless it has been registered.

Stamp Act

Stamp duty needs to be paid on all documents specified under the Stamp Act and at the rates specified in the Schedules there under. The rate of stamp duty varies from state to state. The stamp duty is payable on instruments at the rates specified in Schedule I of the said Act. The applicable rates for stamp duty on these instruments, including those relating to conveyance, are prescribed by state legislation. Instruments chargeable to duty under the Stamp Act which are not duly stamped are incapable of being admitted in court as evidence of the transaction contained therein. The Stamp Act also provides for impounding of instruments which are not sufficiently stamped or not stamped at all.

The Information Technology Act, 2000

In case any contravention of any of the provisions of the Information Technology Act or of any rule, direction or order made there under is committed by a company and it is proved that the contravention took place with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager or any other officer of the company, such person would be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished under the provisions of the Information Technology Act.

The Telecom Regulatory Authority of India Act, 1997, as amended (The "TRAI Act")

The TRAI Act established the Telecom Regulatory Authority of India ("TRAI") and the Telecom Disputes Settlement and Appellate Tribunal ("TDSAT"). TRAI is the regulatory body for telecommunication services in India and TDSAT is a special court to adjudicate disputes relating to telecommunications and related services and to act as the appellate authority in respect of any directions, decisions and orders of TRAI.

Income-tax Act, 1961

The Income Tax Act, 1961 deals with the taxation of individuals, corporates, partnership firms and others. As per the provisions of this Act the rates at which they are required to pay tax is calculated on the income declared by them or assessed by the authorities, after availing the deductions and concessions accorded under the Act. The maintenance of Books of Accounts and relevant supporting documents and registers are mandatory under the Act. Filing of returns of Income is compulsory for all assesses.

Payment of Wages Act, 1936

The payment of wages act, 1936 regulates payment of wages to certain classes of employed persons. It makes every employer responsible for the payment of wages to persons employed by him. No deductions can be made from the wages nor can any fine be levied on wages earned by a person employed except as provided under this Act.

The Minimum Wages Act, 1948 ("Minimum Wages Act")

The Minimum Wages Act, 1948 came into force with an objective to provide for the fixation of a minimum wage by the employer to the employee. Every employer is mandated to pay the minimum wages to all employees engaged to do any work skilled, unskilled, and manual or clerical (including out-workers) in any employment listed in the schedule to this Act, in respect of which minimum rates of wages have been fixed or revised under the Act.

Payment of Gratuity Act, 1972

The Payment of Gratuity Act, 1972 was enacted with the objective to regulate the payment of gratuity, to an employee who has rendered his long and meritorious service, at the time of termination of his services. Gratuity is payable to an employee on the termination of his employment after he has rendered continuous service for not less than five years:

- a) On his/her Superannuation; or
- b) On his/her retirement or resignation; or
- c) On his/her death or disablement due to accident or disease (in this case the minimum requirement of five years does not apply).

Payment of Bonus Act, 1965

The Payment of Bonus Act, 1965 was enacted with the objective of providing of payment of bonus to employees on the basis of profit or on the basis of productivity. This Act ensures that a minimum annual bonus is payable to every employee regardless of whether the employer has made a profit or a loss in the accounting year in which the bonus is payable. Every employer is bound to pay to every employee, in respect of the accounting year, a minimum bonus which is 8.33% of the salary or wage earned by the employee during the accounting year or Rs. 100, whichever is higher.

The Maternity Benefit Act, 1961 ("Maternity Act")

The Maternity Benefit Act, 1961 has been enacted with the objective to regulate the employment of women in certain establishments for certain periods before and after childbirth and to provide for maternity benefits and certain other benefits.

Workmen Compensation Act, 1923

The Workmen's Compensation Act, 1923 has been enacted with the objective to provide for the payment by certain classes of employers to their workmen or their survivors, compensation for industrial accidents and occupational diseases resulting in death or disablement. In case the employer fails to pay compensation due under the Act within one month from the date it falls due the Commissioner may direct the employer to pay the compensation amount along with interest and may also impose a penalty.

Equal Remuneration Act, 1976

Equal Remuneration Act, 1976 was introduced with the object to provide for the payment of equal remuneration to men and women workers and for the prevention of discrimination on the ground of sex, against women in the matter of employment and for matters connected there with or incidental there to.

The Mumbai Shops and Commercial Establishments Act, 1948

The Company is registered with the Department of Labour, Maharashtra with Registration No PS013605 dated 06th January, 2007. The Registration is valid up to 31.12.2010 with permission to employ 19 employees.

HISTORY AND CORPORATE STRUCTURE OF OUR COMPANY

Brief History

The Company was incorporated as Planet 41 Entertainment Limited on September 13th, 2006 under the Companies Act, 1956 ("**Companies Act**"). The company received "Certificate of Commencement of Business" on September 29, 2006. Subsequently, the name of our Company was changed to "Planet 41 Mobi-Venture Limited" pursuant to a fresh certificate of incorporation granted to our Company on March 18th, 2008, by the Registrar of Companies, Maharashtra, at Mumbai ("**RoC**").

Our company is a mobile value added service (MVAS) provider of carrier-grade messaging platforms and gateways, content management systems, WAP and Voice platforms through managed services. Services provided by these platforms include interactive portals, community and user generated content applications, caller ring back tone and video streaming. We manage VAS and content platforms and aggregate content for operators and portals, manage the delivery of content and manage mobile campaigns for media, advertising and enterprise customers. We have created and aggregated 2G, 2.5G and 3G applications and products which can be routed over an Internet Protocol or IP network and enables mobile operators to deliver multimedia services. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Major Events

Year	Events
2006	Incorporation
2007	Released Music on Mobile for Bollywood Movies
2007	Entered into Agreement with Vodafone for content primarily for Full Song Download (FSDL) and Music Station etc.
2008	Received ISO 9001:2008 Certification
2008	Became Vodafone Live Content Partner
2008	Entered into Mobile Marketing for enterprise customers including Big Bazaar and Bharti Retail
2008	Started new concept of Man attended Kiosk for retailing content for mobile
2008	Started Mobi-Card Concept for advertising our products and services
2008	Launched Planet41live.com, an interactive website for accessing our various products and services
2008	Started Stock Market Alert services (Stock Messaging services)
2009	Joint Venture agreement entered into with US based LinQpay Inc. to source technology required to develop and introduce various mobile banking, mobile payment related products
2009	Re-selling of Mobile to Mobile Data Transfer and Mobile Back up units manufactured by Cellebrite Mobile Synchronisation Limited, Israel

Main Objects

The main objects of the company are as follows:

To carry on the business as an entertainment company and to develop, distribute, create, duplicate, Share, Contents and applications for mobile phones, like SMS, MMS, Ringtones, wallpapers, IPods, hand held devices, wireless Equipments, DVD, VCD, and all type of gadgets and produce Picture, T.V. serials, of all types and to own, or otherwise acquire studios, halls, cinema, laboratories, take events management programmers, develop software for

entertainment or for other purposes, broadcasting television channels, and do all type of programming to act as full fledged TV channels in any part of the world.

The main objects clause of the MoA of the Company enables Planet 41 to undertake its existing activities as well as the activities for which funds are being raised through this Issue. Further, it is confirmed that the activities carried out by us until now are in accordance with the objects clause of its MoA.

Change in Registered Office

There has been no change in the address of our registered office of the company since inception. Our registered office is located at 110, Linkway Estate, New link Road, Malad (West), Mumbai- 400 064, Maharashtra, India.

Changes in Memorandum of Association

Date of Shareholder's Approval	Nature of Changes in the Memorandum of Association
15/12/2006	Re-classification of equity share capital from 5.00 Lacs equity shares of Re. 1/- each to 50,000 equity shares of Rs. 10/- each
31/12/2006	Increase in Authorised Capital from Rs. 5.00 Lacs to Rs. 150.00 Lacs
09/01/2008	Increase in Authorised Capital from Rs. 150.00 Lacs to Rs. 250.00 Lacs
18/03/2008	Name of the company was changed from "Planet 41 Entertainment Limited" to "Planet 41 Mobi-Venture Limited"
30/09/2009	Increase in Authorised Capital from Rs. 250.00 Lacs to Rs. 1200.00 Lacs

Other Material Agreements

1. Agreement between the company and Integrated Securities Limited, Chennai (ISL) dated 12th March, 2009 (the "Agreement")

An Agreement has been entered into through which our company sends bulk SMS's to ISL's customers. The agreement shall be valid for a period of one year.

2. Agreement between the company and Oxigen Infovision Private Limited, New Delhi (Oxigen) dated 25th September, 2008 (the "Agreement")

An Agreement has been entered into through which our company granted license to Oxigen to distribute the services of our company through the Oxigen prepaid virtual card on internet, through SMS or through WAP enabled phones, in accordance with the agreement. The said agreement will be valid for a period of three years and can be extended for a further period as may be mutually agreed by and between the parties.

3. Agreement between the company and Paymate India Private Limited, Chennai (Paymate) dated 1st October, 2008 (the "Agreement")

An Agreement has been entered into through which Paymate passes all the services to our company which it receives from various Banks and financial institutions. The term of this Agreement shall continue until a notice of cancellation is given by any one of the parties.

4. Agreement between the company and Reliance Communication Infrastructure Limited, Mumbai (Reliance) dated 18th August, 2009 and addendum dated 8th May, 2009 (the "Agreement")

An Agreement has been entered into through which our company provides "Contents" (collectively animation, clipping, ring tones, full track and wallpapers etc) to Reliance and distributes services to valid

customers. This agreement continues to be in force for a period of 12 months with an option to renew by another 12 months automatically unless terminated by either of the parties.

6. Agreement between the company and Berazy Mobile Entertainment AB, Sweden (Berazy) dated 15th May, 2009 (the "Agreement")

An Agreement has been entered into through which Berazy has granted a license to our company to distribute channels and sell the licensed articles to the end users. The initial term of the agreement is twelve months with an option to renew unless terminated by either party.

7. Agreement between the company and Animatu Multimedia Limited, Spain (Animatu) dated 14th November, 2008 (the "Agreement")

An Agreement has been entered into by which our company distributes mobile games through mutually agreed channels against royalty. The agreement was valid for one year with an option to renew for further one year unless terminated by either of the party to the agreement.

8. Agreement between the company and CeptekiDunya Mobile Software Co., Turkey (CeptekiDunya) dated 15th May, 2009 (the "Agreement")

An agreement has been entered into through which our company obtained from CeptekiDunya, a Non-exclusive License to use the licensed material in the ways as set out in the agreement. Initially the contract is valid for a period of one year and shall be automatically renewed for each successive year unless terminated by either of the party.

9. Agreement between the company and Rediff.com India Limited, Mumbai (Rediff) dated 25th January, 2007 (the "Agreement")

An Agreement has been entered into for providing contents to Rediff. Content services will be transmitted and charged through operator to the user. Initially the contract was valid for a period of one year and the term of the contract stands renewed for additional periods of twelve months by a notice in writing to this effect.

10. Memorandum of Understanding (MOU) between the company and Mr. Anup Jalota dated 28th April, 2008 (the "Agreement")

A MOU has been entered into with Mr. Anup Jalota through which all the bhajans and devotional songs that have been recorded with him shall be made available to mobile users and digital distribution shall be done by our company.

11. Agreement between the company and Vodafone Essar Limited AND Vodafone Essar Mobile Services Limited AND Vodafone Essar South Limited AND Vodafone Essar East Limited AND Vodafone Essar Gujarat Limited AND Vodafone Essar Spacetel Limited dated 16th September, 2008 (Vodafone Essar Entities) (the "Agreement")

An Agreement has been entered into through which our company provides Contents to Vodafone Essar Entities in consideration to share a percentage of net revenue. This Agreement came into effect from the effective date i.e., 1st October 2008 and shall continue to remain in force unless terminated in the manner provided in the Agreement.

12. Agreement between the company and LinQpay Inc., USA (LinQpay) dated 30th September, 2009 (the "Agreement")

An Agreement has been entered into for establishing a Private Company limited by shares under the Companies Act, 1956. The proposed Company shall be used as their joint venture vehicle to carry on the business as an exclusive distributor and service provider of LinQpay's products like E-commerce payment, mobile payment related products. This Agreement shall terminate if an effective resolution is passed to wind up the Company or a liquidator is otherwise appointed.

13. Agreement between the company and DIJIT Inc., USA (DIJIT) dated 2nd December, 2009 (the "Agreement")

An Agreement has been entered into for a non-exclusive worldwide license given by DIJIT to use and to sub-license the use of the Licensed property for wireless, wallpapers, comics, animation, ringtones, master tones, video and similar content services in conjunction with wireless devices. The Agreement will remain in force from the date of its execution and shall continue for a period of 2 years and shall automatically renew for consecutive one year, unless notice of termination is given by either party.

14. Agreement between the company and Livemobile Private Limited, South Africa (Livemobile) dated 2nd December, 2009 (the "Agreement")

An Agreement has been entered into with Livemobile to collaborate and work with each other on a non-exclusive basis to market, distribute and sub-license the LiveMobile football mobile internet/WAP site across mobile operators in the Indian Market. This Agreement shall be valid for an initial period of 12 months and shall continue thereafter unless terminated by either party.

15. Agreement between the company and MComms Design Pty Limited, Australia (MComms) dated 2nd December, 2009 (the "Agreement")

An Agreement has been entered with MComms to establish a framework to distribute the software to the clients for delivery of video streaming services to its subscribers. The agreement validity is flexible and can be terminated by either party by prior notice.

16. Agreement between the company and Brand Equity Treaties Limited, dated 28th May 2010 (the "Agreement")

An agreement has been entered with Brand Equity Treaties Limited for the purpose of advertising in media. The terms of the agreement include the following:

ARTICLE 2

AGREEMENT TO ADVERTISE

- 2.1 The Company hereby agrees to advertise, during the Term, on a non-exclusive basis only, the products, services and brands owned and exclusively used by it in accordance with the extant policies applicable to the respective Media and BETL hereby agrees to ensure that such advertisements are carried in the Media in accordance with the terms and conditions set out in this Agreement. Provided that in respect of the advertisement spend of the products/brands acquired by the Company after the date of this Agreement, only the incremental advertisement spend (being any advertisement spend over and above the spend incurred by the previous owner of such products/brands in Media) computed on a yearly basis shall be deemed to be part of the Total Commitment utilised by the Company.
- 2.2 This Agreement shall cover advertisements relating to corporate campaigns, financial information and recruitment requirements of the Company but shall not cover advertisement of any co-branded products.

- 2.3 It is clarified that: (i) the agency commission, if any, payable by the Company to an advertising agency, shall not form a part of the Total Commitment; (ii) in the event the Company releases advertisements in Media directly and not through an agency, the invoicing for such release(s) shall be in terms of the extant policy applicable to such Media; & (iii) the Total Commitment shall not be utilised in relation to an event, sponsorship of an event, and/or any activity that requires BETL or BCCL or any Non-Print Entity to make payment to a third party.
- 2.4 The Company hereby agrees to place advertisements of the value of Rs. 4,80,00,000/- (Rupees Four Crore Eighty Lakh only), net of agency commission, in the Media (the “**Total Commitment**”), during Term provided that:
- 2.4.1 The Company shall be entitled to utilize not more than Rs. 80,00,000/- (Rupees Eighty Lakh Only) out of the Total Commitment till the listing of Shares of the Company, out of which not more than Rs. 40,00,000/- (Rupees Forty Lakh Only) are utilised till the date of filling of draft red herring prospectus with Securities and Exchange Board of India in terms of the Securities and Exchange Board of India (Issue of capital and Disclosure Requirements) Regulations, 2009, in relation to the initial public offering of the Company.
- 2.4.2 The Company shall be entitled to utilise not more than 20% (Twenty Percent) out of its Total Commitment towards release of advertisements in Non-Print Media.
- 2.4.3 Any unutilised Total Commitment in Non-Print Media may be utilised by the Company in Print Publications within the Term.
- 2.5 The Company or the advertising agency, as the case may be, shall ensure that any release order for advertisements being released in terms of this Agreement shall bear the following words: *“This release order is being made in terms of the Advertising Agreement entered into between BETL and Planet 41 Mobi-Venture Ltd.”* and quote the BETL Reference Code that is allotted to the Company. Advertisement in terms of release orders not bearing the said words and the BETL Reference Code shall be treated as advertisements in the normal course of business and shall not be considered as a release in terms of this Agreement. Further all invoices raised by BETL and the respective Non-Print Entity shall bear the following words: *“This invoice is being raised in terms of the Advertising Agreement entered into between BETL and Planet 41 Mobi-Venture Ltd.”*.
- 2.6 The Company hereby agrees to make the payment of the sum of Rs. 2,54,00,000/- (Rupees Two Crore Fifty Four Lakh only) (“**Down Payment**”) no later than 3 (Three) days from the date hereof. Such payment shall be made by a pay order or demand draft or cheque drawn on a recognised bank or such other means that is acceptable to BETL.
- 2.7 Advertisements released by the Company in Media shall be paid for as follows,
- 2.7.1 Till the listing of Shares of the Company :
- (a) The Company shall make payment to BETL or the relevant Non-Print Entity of an amount equivalent to 33% (thirty three percent) of the value of the advertisement released in the Media, in cash, in accordance with the extant policy of BETL or the Non-Print Entity in whose Non-Print Medium such advertisement is being released, as and when the Company releases the advertisement;
- (b) The balance 67% (sixty seven percent) of the value of the advertisement released in Media shall be adjusted out of the Down Payment.
- 2.7.2 After the listing of Shares of the Company :

- (a) The Company shall make payment to BETL or the relevant Non-Print Entity of an amount equivalent to 50% (fifty percent) of the value of the advertisement released in the Media, in cash, in accordance with the extant policy of BETL or the Non-Print Entity in whose Non-Print Medium such advertisement is being released, as and when the Company releases the advertisement;
- (b) The balance 50% (fifty percent) of the value of the advertisement released in Media shall be adjusted out of the Down Payment.
- 2.8 Company hereby authorises BETL to make payment towards release of advertisements in Non-Print Media utilised in terms of this Agreement, to the respective Non-Print Entity on behalf of the Company, out of the amount of Down Payment paid by the Company to BETL. Company also hereby authorises BETL to directly or through BCCL / Non-Print Entity give credit to Company's advertisement agency, in respect of amount of advertisement released in terms of this agreement.
- 2.9 BETL and the Company hereby agree and confirm that the rates for various advertisements in the Print Publications shall be in accordance with the extant policies of the specific Print Publication at the time of placing such advertisements to the extent modified by the Response Letter. *[Note: to be provided]* The rates for Non-Print Media shall be as negotiated between the Company and the specific Non-Print Media. It is specifically clarified that the choice of space and slot in respect of advertisements by the Company in Media shall be subject to the availability of space or slot in the relevant Media as sought by the Company.
- 2.10 The Company acknowledges and recognizes that based on the Total Commitment undertaken by it under Article 2.4 of this Agreement, BETL has made necessary arrangements to ensure that the advertising space in Media, will be available to the Company for the advertisement of its products during the Term of this Agreement. In view of the said arrangement made by BETL, the Parties hereby agree that any failure by the Company to meet its Total Commitment, will cause considerable loss to BETL and to mitigate such loss, the Company has agreed that it shall not be entitled to refund of any part of the amount paid under this Agreement under any circumstances and such amount shall only be set off against the advertisements to be placed in Media in the manner provided herein. Accordingly, any part of the Down Payment unutilised in terms of Article 2.4 above, shall stand forfeited. It is specifically agreed that, any termination of the Agreement for any reason, other than a material breach by BETL of its obligations under this Agreement, in terms of Article 6 shall result in the forfeiture of the Down Payment remaining unutilised at the time of such termination.
- 2.11 The Parties agree and confirm that, as regards release of advertisements in Non-Print Media, BETL is acting as a facilitator and not as an agent or principal of the Non-Print Entities.
- 2.12 The Company agrees that this Agreement merely governs the arrangement between BETL and the Company whereby BETL will sell advertisement space in the Media to the Company. The Company however agrees that BCCL and the relevant Non-Print Entity shall retain full editorial independence in respect of the content in any Media to feature any articles, views, comments, features, news articles and so on, on the activities of the Company and on the Company, notwithstanding the terms of this Agreement. The Company hereby acknowledges and agrees that the Company will not be entitled to any preferential treatment in this regard by BCCL or the relevant Non – Print Entity, on account of the Company entering into this Agreement with BETL.

ARTICLE 4 TERM

This Agreement shall commence from the Commencement Date and continue for a period of 3 (three) years on and from the Commencement Date (the “**Term**”), unless terminated earlier by the Parties in accordance with Article 6 of the Agreement.

ARTICLE 6 TERMINATION

- 6.1 Either Party (the “**Non Defaulting Party**”) may terminate this Agreement at any time in the event of a material breach by the other Party (the “**Defaulting Party**”) of any of its obligations under this Agreement, which breach, if capable of cure or remedy, has not been cured or remedied by the Defaulting Party within 60 (sixty) days of the receipt of written notice of such breach or failure from the Non Defaulting Party.
- 6.2 BETL shall be entitled to terminate the agreement in case of a material breach by the Company, of the terms of any other agreement that the Company may have entered into with BETL, including the Subscription Agreement.
- 6.3 In the event of purchase of the Subscription Shares (as defined in the Subscription Agreement) by the Promoters (as defined in the Subscription Agreement) in terms of Article 8.1.1 of the Subscription Agreement, BETL shall within 3(three) days of receipt of such purchase consideration, refund to the Company, the Down Payment less the Down Payment utilised in terms of Article 2.8. The amounts payable by BETL as set out in this Article 6.3 shall be paid by way of a cheque drawn on a recognised bank.

Upon payment by BETL as contemplated in this Article 6.3, this Agreement shall stand terminated.

Financial Partners

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

Shareholders Agreement

Share Subscription Agreement between the company and Brand Equity Treaties Limited, dated 28th May 2010 (the “**Agreement**”)

The following are the extracts of the Agreement:

ARTICLE 2 SUBSCRIPTION TO SHARES

- 2.1 Subject to the fulfilment of the Conditions Precedent, BETL hereby agrees to subscribe to and the Company agrees to issue and allot to BETL on a preferential basis 1,95,385 (One Lakh Ninety Five Lakh Thousand Three Hundred Eighty Five) Equity Shares (the “**Subscription Shares**”), at a price per share of Rs. 130/- (Rupees One Hundred Thirty only) per Share (the “**Subscription Price**”), aggregating to Rs. 2,54,00,050/- (Rupees Two Crore Fifty Four Lakh Fifty only) (the “**Subscription Amount**”) constituting around 2.89% (two point eight nine percent) of the issued and outstanding equity share capital of the Company post the said preferential allotment of

Shares to BETL. The said Subscription Price has been arrived at based on a valuation of the Company of Rs. 85,00,00,000/- (Rupees Eighty Five Crore only), not including the Subscription Amount and the equity share capital of the Company as on the date hereof being Rs. 6,57,24,000/- (Rupees Six Crore Fifty Seven Lakh Twenty Four Thousand only) constituting of 65,72,400 (Sixty Five Lakh Seventy Two Thousand Four Hundred) Shares of face value of Rs. 10/- (Rupees Ten) each. In case of issue of bonus Shares or split of Shares or other capital reorganisation, the Subscription Price and Subscription Shares shall accordingly stand adjusted.

- 2.2 The Company shall be entitled to use the Subscription Amount for any purpose as may be determined by the board of directors of the Company.

ARTICLE 3 CONDITIONS PRECEDENT

- 3.1 The obligation of BETL to subscribe to the Subscription Shares and the obligation of the Company to issue and allot the Subscription Shares to BETL shall be subject to the satisfaction or waiver by an instrument in writing by BETL or the Company, as the case may be, of the following conditions (“**Conditions Precedent**”):
- (a) The board of directors of the Company approving the preferential issue of the Subscription Shares in favour of BETL in terms of this Agreement;
 - (b) The board of directors of the Company or a committee thereof approving the execution of this Agreement by the Company;
 - (c) The shareholders of the Company at a general meeting of the Company shall have approved the issuance of Subscription Shares to BETL by way of a special resolution in accordance with the provisions of Section 81 (1A) of the Act;
 - (d) The board of directors of the Company or a committee thereof ratifying the execution of this Agreement by the Company;
 - (e) BETL shall have received from the Company certified true copies of the resolutions referred to in Article 3.1 (a) to (d) above;
 - (f) The board of directors of BETL or a committee thereof approving the investment by BETL in the Company and the Company shall have received a certified true copy of the approval of the Board of Directors of BETL or a committee thereof for the investment in the Company;
 - (g) BETL shall have received a certificate from the statutory auditors or company secretary in practice of the Company certifying that the issue of the Subscription Shares is in accordance with the Unlisted Public Companies (Preferential Allotment) Rules, 2003;
 - (h) BETL shall have received a certificate from the statutory auditors of the Company certifying that the issued and paid-up equity capital of the Company as on the date of payment of the Subscription Amount by BETL to the Company is as stated in Article 5.1.5, i.e. Rs. 6,57,24,000/- (Rupees Six Crore Fifty Seven Lakh Twenty Four Thousand only) divided into divided into 65,72,400 (Sixty Five Lakh Seventy Two Thousand Four Hundred) equity shares of Rs. 10/- (Rupees Ten each). The statutory auditors shall further certify that there are no outstanding proposals for issue of bonus shares by the Company as on the date of payment of the Subscription Amount; and

- (i) The Company shall ensure and the Promoter shall cause the Company to ensure that the authorised capital of the Company is sufficient for the issue of the Subscription Shares or has been increased accordingly to permit the issue of Subscription Shares to BETL, as the case may be.

ARTICLE 4 CLOSING

- 4.1 The Closing shall take place within 7 (seven) Business Days from the date of fulfilment of all the Conditions Precedent by each Party and receipt of intimation of the same by the relevant Party to the other Parties, at the registered office of the Company or such other place or within such extended time period as may be agreed between the Parties.
- 4.2 All transactions contemplated by this Agreement to be consummated at Closing shall be deemed to occur simultaneously and no such transaction shall be consummated unless all such transactions are consummated.
- 4.3 On the Closing Date:
 - (a) BETL shall have paid in full the Subscription Amount by way of a pay order or cheque or demand drafts in favour of the Company; and
 - (b) The board of directors of the Company or a committee thereof shall take the necessary corporate action for issuance and allotment of the Subscription Shares to BETL including passing the necessary resolutions and incorporating the necessary entries in its corporate and statutory registers. Upon the completion of these steps by the Company, the Company shall hand over to BETL, or its authorised representative, the share certificates relating to the Subscription Shares in the name of BETL along with a certified copy of the relevant extracts of the register of members of the Company, evidencing the membership of the Subscription Shares by BETL in the Company.

ARTICLE 6

COVENANTS

- 6.1 The Company and the Promoters, jointly and severally, covenant that they shall use reasonable endeavours to cause an initial public offering of the Company ("IPO") within a period of 1 (one) year from the date hereof, including but not limited to obtaining all consents and approvals (corporate and otherwise) for the same in accordance with applicable laws. The Company and the Promoters further covenant that at the time of the IPO the Company shall disclose the material terms of this Agreement in the offer document to the satisfaction of BETL.
- 6.2 The Company shall file and the Promoters shall cause the Company to make all necessary filings with the appropriate authorities in respect of the issue and allotment of the Subscription Shares.
- 6.3 BETL covenants that the Subscription Shares shall be subject to a lock-in in the manner outlined in Article 6.3.1; or in the event of an IPO for such period as may be determined under applicable law at the time of IPO, whichever occurs earlier, subject to the Securities and Exchange Board of India (Issue of capital and Disclosure Requirements) Regulations, 2009 (the "ICDR Regulations") :

6.3.1 At the end of a period of 1 (one) year from the date hereof, BETL shall be entitled to sell one-third of the Subscription Shares. At the end of a period of 2 (Two) years from the date hereof, BETL shall be entitled to sell two-thirds of the Subscription Shares. At the end of period of 3 (Three) years from the date hereof, BETL shall be entitled to sell all the Subscription Shares.

However, that the provisions of this Article 6.3 shall not apply to transfer of Shares by BETL to any of its affiliates, associates and/or group companies. It is clarified that BETL shall have the right to transfer or sell or otherwise dispose of the Subscription Shares in any manner at the expiry of the applicable lock-in period, as per this Article 6.3.

6.4 The Company hereby covenants to BETL that the Company shall on a continuous basis furnish the following information to BETL:

- (a) Unaudited quarterly profit and loss account statements of the Company within 45 (Forty-Five) days of the end of each quarter of the financial year of the Company;
- (b) Annual audited financials of the Company within 180 (One Hundred and Eighty) days, of the date of each financial year-end;
- (c) All details pertaining to the shareholding structure of the Company as on 31st of March every year, on or before the 1st of May of every year; and
- (d) Such other information and documents regarding the performance of the Company, as may be reasonably requested by BETL.

6.5 In the event that the Company issues any further Shares, including in the event of a merger or amalgamation of another entity with the Company, within a period commencing from the date hereof till any point of time prior to the completion of the IPO (a "Fresh Offering"), whereby the Present Price is lower than the Subscription Price, then the Company shall issue and the Promoters shall cause the Company to issue and allot such number of Shares forming part of the Fresh Offering to BETL, in accordance with applicable law, for no additional consideration or the minimum additional consideration permitted in accordance with applicable law, whichever is lower, such that the weighted average price of the Subscription Shares and the Shares acquired by BETL at the Fresh Offering shall be equal to the Present Price paid for the Shares issued at the Fresh Offering by another Person. The Company shall obtain and the Promoters shall cause the Company to obtain all approvals, regulatory and otherwise, in this regard. In the event the Company is unable to allot the Shares to BETL for no additional consideration, the Promoters shall, jointly and severally, transfer such number of Shares held by the Promoters at no additional consideration to BETL, such that the weighted average price of the Subscription Shares and the Shares acquired by BETL from the Promoters in the manner indicated herein shall be equal to the Present Price paid for the Shares issued at the Fresh Offering by another Person. Provided that this Article 6.5 shall not be applicable to issue of Shares by way of an ESOP.

6.6 In addition to what has been stated above, the Company shall provide and the Promoters shall cause the Company to provide, intimation to BETL of all the details of any Fresh Offering made by the Company after the date hereof, within 5 (five) Business Days of such Fresh Offering.

6.7 The Company hereby agrees and covenants with BETL that the Company shall and the Promoters shall cause the Company to take all necessary steps to ensure that all transactions of the Company with related parties shall take place on arms-length basis. Further, the Company hereby agrees and covenants that it shall, within 10 (ten) days from the completion of such transaction, provide to BETL, a certificate from the statutory auditor of the Company certifying such transaction has taken place on arms-length basis.

- 6.8 The Company hereby agrees and covenants with BETL that it shall make, and the Promoters shall cause the Company to make all necessary endeavours to ensure the growth of the business of the Company. The Promoters shall not either by themselves, jointly and severally, or together with any other Person, directly or indirectly engage, in any business which competes with the business of the Company as stated in recital A. The Company shall ensure that the Promoters shall not either by themselves, jointly and severally, or together with any other person, directly or indirectly engage, in any business which competes with the Business. Additionally, the Promoters shall continue to be actively involved with the Company in relation to the Business.
- 6.9 The Company shall not issue Shares through the IPO whereby the Present IPO Price is lower than the Subscription Price. In the event the IPO takes place at a price whereby the Present IPO Price is lower than the Subscription Price, the Promoters hereby covenant and undertake, jointly and severally, to transfer such number of Shares to BETL for no additional consideration such that the weighted average price of the Subscription Shares (i.e., the Shares held by BETL on the date of allotment of the Subscription Shares and the Shares transferred by the Promoters, or any of them, as the case may be, in accordance with the terms hereof) is equal to the Present IPO Price. It is clarified that the transfer of Shares by the Promoters, or any of them, as the case may be, shall take place on the next succeeding Business Day after the completion of the statutory lock-in as per applicable law, of the entire pre-issue share capital currently prescribed in clause 37 of Chapter IV of the ICDR Regulations, as may be amended from time to time. The Promoters, jointly and severally, undertake to keep available such number of Shares as may be required to fulfil their obligations in terms hereof and ensure that the same are not subject to the three year lock-in on a promoter's contribution under the ICDR Regulations. It is further clarified that the number of Shares to be transferred to BETL by the Promoters, or any of them, as the case may be, shall be computed on the basis of the Present IPO Price.
- 6.10 The Promoters shall not Transfer any part of their Shareholding in the Company, without the prior written consent of BETL. Further the Promoters, or any of them, as the case may be, shall make available to BETL details, including as to price, of all sales carried out in terms of Article 8.2.1 (Tag Along) below, no later than 7 (Seven) days from the date of entering into an agreement for such sale. Provided that this Article shall not be applicable to Transfer of Shares inter-se Promoters.
- 6.11 The Promoters and the Company agree that the Company shall not be merged with any other company, any division demerged, or in any way restructured, including reduction of capital, without obtaining the prior written consent of BETL for the scheme of merger, demerger or other restructuring as the case may be.
- 6.12 The Promoters and the Company hereby agree that any intellectual property rights developed or acquired in future, through the Company or any of its personnel, in relation to the business of the Company, shall be registered in the name of the Company and shall be to the benefit of the Company, to the exclusion of all others, including the Promoters, in perpetuity on and from the date hereof.
- 6.13 The Promoters and the Company hereby undertake and agree that BETL and/or any affiliate of BETL, shall not be represented to any Person or in any disclosure, named or deemed as a 'promoter' in the prospectus or any other documents related to a public offering or otherwise and shall not be required to offer or make available the Shares held by BETL for the purposes of any mandatory lock-in as applicable to 'promoters' under the ICDR Regulations in respect of public offerings or otherwise, nor shall any declaration or statement be made in this regard or in respect of making BETL a "person acting in concert" with the Promoters (or any of them, as the case may

be), either directly or indirectly, in filings with regulatory or governmental authorities as also stock exchanges, offer documents or otherwise.

- 6.14 The Company and the Promoters hereby agrees and covenants with BETL that in the event the Company issues Shares and/ or Share linked securities of the Company, at any point of time, to any entity, engaged directly or indirectly in media business, the price per Share at which such issue is effected shall be at a premium of at least 30% (Thirty percent), calculated on a per annum basis, over the Subscription Price, other than in the case of issue to entities under the BETL Group. Further, notwithstanding anything stated herein, in the event the Promoters Transfer any Shares held by it to any entity, engaged directly or indirectly in the media business, but not including BETL and its group companies, the price per Share at which Transfer is effected shall be at a premium of at least 30% (Thirty percent), calculated on a per annum basis, over the Subscription Price. Provided that in the event of any issue / transfer of Shares and/ or Share linked securities as contemplated in this Article 6.14 within a period of 3(three) months from the date hereof, the price per Share at which such issue/ transfer is effected shall not be less than the Subscription Price.
- 6.15 The Company hereby covenants that it shall not sell, license, assign or in manner part with all or a part of it's rights to any of the brands currently owned by the Company or acquired by the Company in future without having obtained the prior written consent of BETL.
- 6.16 The Company and the Promoters hereby covenant that BETL's shareholding in the Company on the Closing Date shall be no less than 2.89% (two point eight nine percent) of the issued and subscribed equity share capital of the Company.
- 6.17 The Company and the Promoters, jointly and severally, shall on a best-efforts basis endeavour that for the next 3 years, the Company achieves the PAT as per the projections made by the Company and the Promoters, details of which are annexed hereto as Exhibit 4.
- 6.18 The Company and the Promoters shall provide BETL with all necessary assistance to enable BETL to carry out a review of the performance of the Company, on a quarterly basis.
- 6.19 The Company and the Promoters, jointly and severally, agree to take all steps necessary to meet the funding requirements of the Company, as may be required to achieve the financial projections as set out in Exhibit 4 below.
- 6.20 The Company and the Promoters hereby agree and covenant with BETL that, in the event the IPO of the Shares of the Company and listing of Shares on a recognised stock exchange is not completed for any reason whatsoever on or before the expiry of 1 (one) year from the dare hereof, the Company shall amend its articles of association to incorporate the provisions of Articles 6.5, 6.9, 6.15 and 8 (Exit) of this Agreement as well as to incorporate the following, which shall come into effect from the date hereof:
- "Any amendment to the articles of association which in any manner affects the rights and obligations of BETL, shall require the affirmative vote of BETL."
- 6.21 The Company and the Promoters shall be jointly and severally responsible for fulfilments of all obligations under this Agreement.

ARTICLE 8

EXIT

8.1 Put-Option

- 8.1.1 In the event that the listing of Shares of the Company is not completed for any reason whatsoever within 1 (one) year from the date hereof, BETL shall have the right, by written notice signed by BETL (**Put Option Notice 1**), to require the Promoters, jointly and severally, to purchase all or some of the Shares held by BETL as indicated by BETL in the Put Option Notice, at the price per Share being not less than the Subscription Price.
- 8.1.2 In case the right available under Article 8.1.1 above is not exercised by BETL and the listing of Shares of the Company is not completed for any reason whatsoever within 3 (three) years from the date hereof, BETL shall have the right, by written notice signed by BETL (**Put Option Notice 2**), to require the Promoters, jointly and severally, to purchase all or some of the Shares held by BETL as indicated by BETL in the Put Option Notice, at the price per Share being not less than the Sale Price. For the purposes of this Article 8.1.2, the "**Sale Price**" shall mean an amount equal to the Subscription Price and a return of 18% (eighteen percent) per annum on the Subscription Price, compounded annually, on the basis of a 365-day year, net of any dividend per Share, paid by the Company from the Closing Date till the date of purchase of all the Subscription Shares by the Promoters, in accordance with Article 8.1.2 hereof.
- 8.1.3 In the event the Promoters fail to complete the purchase of the Shares held by BETL within 30 (Thirty) days from the date of the Put Option Notice 1 or Put Option Notice 2, as the case maybe, then in addition to other rights available under law, BETL shall be entitled, at any time thereafter, to exercise its rights in terms of Articles 8.1.4 and 8.1.5 below.
- 8.1.4 If a bona fide third party ("**Third Party Buyer**") makes an offer to purchase Shares of the Company, greater than the number of Shares held by BETL and such offer is accepted by BETL, then BETL shall be entitled to require the Promoters to sell any or all the Shares held by them in the Company ("**Drag Along Shares**") to the Third Party Buyer on identical terms and for the same price per share.
- 8.1.5 If BETL chooses to exercise its rights under Article 8.1.3, it shall provide notice of the proposed sale and the exercise of its rights under Article 8.1.3 to the Promoter(s) no later than 30 (thirty) days prior to the closing of the proposed sale of BETL's Shares to the Third Party Buyer. The closing of any purchase of BETL's Shares by the Third Party Buyer from BETL shall take place simultaneously with the closing of the purchase of Shares of the Promoters. Such Drag Along Shares shall be free and clear of any Lien, and the Promoters shall so represent and warrant, and shall further represent and warrant that they are the beneficial and legal owners of such Drag Along Shares.

8.2 Tag Along Right:

- 8.2.1 Notwithstanding anything to the contrary in this Agreement subject however to Article 6.10 above, the Parties hereby agree that in the event the Promoters, or any of them, as the case may be, by themselves or through their affiliates, intends to Transfer all or part of their shareholding in the Company to a third party who is not an affiliate of the Promoters (the "**Third Party Offeror**"), the Promoters shall provide notice of such proposed sale to BETL no later than 30 (thirty) days prior to the proposed closing of such sale. The Promoters, or any of them as the case may be, shall not be permitted to carry out the sale unless simultaneously with the sale the Third Party Offeror makes an offer in writing to BETL to purchase a pro-rata portion (i.e. a ratio of Shares of the Promoters proposed to be transferred to the Shares held by the Promoters at the time of the sale or disposal, as the case may be) of the Shares held by BETL in the Company at such time, on the same terms and conditions as the Third Party Offeror's proposed acquisition of Shares from the Promoters, or any of them, as the case may be, including as to price (the "**Tag-**

Along Offer”). The Third Party Offeror’s Tag-Along Offer shall remain open for acceptance for not less than 30 (thirty) days following delivery to BETL of the offer of the Third Party Offeror. Provided that in the event that any such sale or disposal by the Promoters results in the Promoters’ Shareholding falling below 75% (Seventy five percent) of issued and outstanding equity share capital of the Company (whether in a single transaction or a series of transaction related or otherwise), the Promoters shall not be permitted to carry out such sale or otherwise dispose of the Shares held by the Promoters, unless simultaneously with the sale, the Third Party Offeror makes an offer in writing to BETL to purchase all the Subscription Shares held by BETL in the Company at such time, on the same terms and conditions as the Third Party Offeror’s proposed acquisition of Shares from the Promoters, including as to price.

Provided further that BETL shall not be required to provide any representations and warranties other than on ownership of its Shares and shall be entitled to receive the cash equivalent of any non-cash consideration in such sale.

- 8.2.2 If the Third Party Offeror refuses to purchase Shares from BETL and BETL notifies the Promoters in writing within 30 (Thirty) days following receipt by BETL of the Promoters’ notice that it desires to sell its Shares to the Third Party Offeror, the Promoters shall reduce the number of Shares proposed to be sold to the Third Party Offeror and BETL shall sell to the Third Party Offeror, and Promoters shall ensure that the Third Party Offeror shall buy, a pro rata portion or all of the Shares held by BETL at that time, as the case may be, on the same terms and conditions, including as to price, as described in Article 8.2.1 of this Agreement. It is clarified that the Promoters will not be permitted to sell any Shares to the Third Party Offeror, unless and until the Third Party Offeror has acquired all the Shares offered by BETL on the terms and conditions, including as to price, as described in Article 8.2.1 of this Agreement.

8.3 **Right of First Refusal:**

- 8.3.1 Subject to the lock-in restriction in respect of the Subscription Shares prescribed in Article 6.3 of this Agreement, BETL shall have the right to sell the Subscription Shares or a part thereof by way of a negotiated deal to any third party in the manner provided in this Article and shall be entitled to share such information with respect to the performance of the Company with such third party.
- 8.3.2 Before the completion of the IPO, if BETL desires to Transfer the Subscription Shares, or a part thereof by way of a negotiated deal, BETL shall first give a written notice (“**the Transfer Notice**”) to the Promoters, stating BETL’s intention to Transfer the Subscription Shares, the number of the Subscription Shares proposed to be transferred, the identity and details of the proposed buyer and the price and the other terms and conditions at which BETL proposes to Transfer the Subscription Shares.
- 8.3.3 Upon receipt of the notice, the Promoters shall have the right to buy all the Subscription Shares offered by BETL, by themselves or by a person/entity nominated by the Promoters, at the price and on the same terms and conditions as specified in the Transfer Notice. Such a right shall be exercisable by a written notice from the Promoters to BETL, within 30 (Thirty) days from the date of receipt of the Transfer Notice sent by BETL. In the event that the Promoters or any person/entity nominated by the Promoters does not buy the Subscription Shares specified in the Transfer Notice, then BETL shall have the right to sell the Subscription Shares to the said proposed buyer on terms not more favourable than those specified in the Transfer Notice.
- 8.3.4 If the Promoters, by themselves or through an entity nominated by them, fails to purchase the Subscription Shares within 21 (Twenty one) days from the date of the notice by which the Promoters exercised their right to buy the Subscription Shares, in addition to all other remedies available in law to BETL, the Right of First Refusal in terms of this Article 8.3 shall stand extinguished in respect of all Transfers by BETL.

8.3.5 After the occurrence of the IPO, BETL shall have the right to Transfer, the Subscription Shares, or a part thereof, in any manner and to any person that it deems fit free from all restrictions. It is clarified that, subject to Article 8.3 above, BETL shall have the right to transfer or sell or otherwise dispose of the Subscription Shares in any manner at the expiry of the lock-in period mentioned in Article 6.3 above.

Strategic Partners

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

Subsidiaries of the Company

The company does not have any subsidiary.

MANAGEMENT

Board of Directors

The following table sets forth details regarding our present Directors:

Name, Age, Father's Name, Address, Designation, DIN and Occupation	Qualification	Date of Appointment/ Reappointment Term	Other Directorships
<p>Mr. Somil Gupta Age: 31 Years S/o: Mr. Man Mohan Gupta Residential Address: 403, A Wing, Palm Court, New link Road, Malad West, Mumbai - 400064, India Designation: Chairman & Whole Time Director DIN: 00164819 Occupation: Business (Executive and Non-Independent)</p>	<p>B.E. (Computer Science) Associate of Science in Computer Graphics and Animation, Fullsail University, USA</p>	<p>Since Incorporation (13/09/2006) 5 Years</p>	<ol style="list-style-type: none"> 1. Somil Securities Private Limited 2. Trine Entertainment Limited 3. Trine Ventures Limited 4. Indmobile Ventures Limited 5. Digicine Manoranjan Limited 6. Planet 41 Televenture Limited 7. ASKMENOW Private Limited
<p>Mr. Sangam Gupta Age: 24 Years S/o: Mr. Man Mohan Gupta Residential Address: 403, A Wing, Palm Court, New link Road, Malad West, Mumbai - 400064, India Designation: Director DIN: 00164901 Occupation: Business (Executive and Non-Independent)</p>	<p>Associate of Science in Game Design, Fullsail University, USA</p>	<p>Since Incorporation (13/09/2006) (Retireable by rotation)</p>	<ol style="list-style-type: none"> 1. Trine Entertainment Limited 2. Trine Ventures Limited 3. Indmobile Ventures Limited 4. Digicine Manoranjan Limited 5. Planet 41 Televenture Limited 6. ASKMENOW Private Limited
<p>Mr. Kaushick Kapoor Age: 39 Years S/o: Mr. Hansraj Kapoor Residential Address: D/18, Lavika Palace, Sector 21, Nerul Navi Mumbai 400 706 Designation: Director DIN: 02799550 Occupation: Business (Non Executive and Independent)</p>	<p>B. E. (Electronics & Telecommunication) M.B.A (Systems and Marketing) from FMS, Delhi and IPMA, Switzerland</p>	<p>October 29, 2009 (Retireable by rotation)</p>	<p>Nil</p>

Name, Age, Father's Name, Address, Designation, DIN and Occupation	Qualification	Date of Appointment/ Reappointment Term	Other Directorships
Mr. Anmol Sekhri Age: 58 S/o Lt. Shri Govind Ram Sekhri Residential Address: 11, Vijay Raj, 229 S.V. Road, Bandra (W), Mumbai - 400 050 Designation: Director DIN: 00003258 Occupation: Professional (Non Executive and Independent)	B.E. (Hons)	October 29, 2009 (Retireable by rotation)	1. Avon Corporation Limited 2. Anmol Sekhri Consultants Private Limited 3. Sekhri Wealth Advisors Private Limited

BRIEF BIOGRAPHY OF THE DIRECTORS

Mr. Somil Gupta aged 31 years is Promoter, Chairman and Whole Time Director of the Company. He is a Bachelor of Engineering in Computer Science from Pune University and graduated as an Associate of Science in Computer Animation from Fullsail University, Florida, USA. He has promoted the company to develop an IPR centric technology in order to capture the potential market of mobile value added services. He has 9 years of experience in the field of Computer Graphics, Animation and mobile value added services. He is a director in our group companies Trine Entertainment Limited and Trine Venture Limited.

Mr. Sangam Gupta aged 24 years is Promoter and Director of the Company. He completed his graduation as an Associate of Science in Game Development from Fullsail University, Florida, USA. He has served as a CEO at Trine Entertainment Limited (Trine) for a period of over two years where he was responsible for delivering international projects of Games for consoles such as Playstation 3, Nintendo and overall growth of Trine. He has 3 years of experience in gaming, entertainment and multimedia industry. He is a director in our group companies Trine Entertainment Limited and Trine Venture Limited.

Mr. Anmol Sekhri aged 58 years is an Independent Director of the company. He is a Bachelor of Electrical Engineering from Birla Institute of Technology, Pilani. He is founder of Anmol Sekhri & Associates engaged in the business of valuation of assets, due diligence, market survey etc. and has an huge experience of 37 years in this business. He is member of well known organizations such as CII, FICCI, Bombay Chambers of Commerce & Industry, Institution of Engineers, Asian Securitization forum.

Mr. Kaushick Kapoor aged 39 years is an Independent Director of the Company. He is Bachelor of Engineering in Electronics and Telecommunication, Master of Business Administration from Delhi University and has done course on Project Management from IPMA, Switzerland. He is a professional with skills and knowledge in Project Management, Business Solutions, Resource Administration, Content Solutions, Product Management, Revenue Generation, Marketing and Sales Promotion & Customer Support. He has over 15 years of experience in Telecom/ Entertainment industry during which he has efficiently managed the entire mobile entertainment & multimedia services like Music, Ringtones, Caller back Tones, Musical Animations, Graphics, Music Videos, Mobile TV Channels & Mobile Radio on all the platforms including J2ME, Brew, Voice Portal, CRBT, SMS, MMS & WAP.

Relationships between Directors

None of the directors are related to each other except Mr. Somil Gupta and Mr. Sangam Gupta who are brothers.

Arrangement or understanding with major shareholders, customers, suppliers or others

There is no arrangement or understanding with major shareholders, customers, suppliers or others pursuant to which any of the above mentioned Directors were selected as a Director of our company.

Service Contract entered into by Directors with the Company

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

Shareholding of Directors in our Company

Sr. No.	Name of the Director	No. of shares held	% of shareholding in our company
1	Mr. Somil Gupta	28,44,000	43.27
2	Mr. Sangam Gupta	27,72,000	42.18

Compensation of Managing Director/ Whole Time Directors

The company has passed a resolution in EGM held on November 06, 2009 that it will pay to the Managing Director/Whole Time Director salary including all other perquisites an amount not exceeding Rs.50,000 per month for a period of five financial years.

Borrowing Powers of Directors

Pursuant to an ordinary resolution passed at the EGM held on November 06, 2009 in accordance with the provisions of the Companies Act, 1956, the company has authorized its Board of directors to borrow from time to time, any sum or sums of money for the purposes of Company, upon such terms and conditions and with or without security, as the Board of Directors may think fit together with the sums already borrowed (apart from the temporary loans obtained or to be obtained from time to time from Company's bankers in the ordinary course of business), and in particular by the issue of FCCB, bonds, perpetual or redeemable debenture-stock or any mortgage, charge or other security on the undertaking of the whole or any part of the Company including its uncalled capital. The Company may borrow money up to an amount not exceeding US \$ 500 million or Rupee equivalent at any point of time.

Qualification Shares required to be held by our Directors

Our directors are not required to hold any qualification shares.

Interest of Promoters, Directors

Except as stated in the "Statement of Related Party Transaction" beginning on page no. 128 of this Draft Red Herring Prospectus, all our Directors may be deemed to be interested to the extent of sitting 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

The provisions of the Listing Agreement to be entered into with the Stock Exchange(s) will be applicable to our Company immediately upon the listing of our Equity Shares with the Stock Exchanges. 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 November 18, 2009. The Audit Committee comprises of the following members

Name of Director	Status in Committee	Nature of Directorship
Mr. Anmol Sekhri	Chairman	Independent Director
Mr. Kaushick Kapoor	Member	Independent Director
Mr. Somil Gupta	Member	Non-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 utilisation 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 non payment 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 November 18, 2009 and comprises the following directors of the Board.

Name of Director	Status in Committee	Nature of Directorship
Mr. Kaushick Kapoor	Chairman	Independent Director
Mr. Anmol Sekhri	Member	Independent Director
Mr. Somil Gupta	Member	Non-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 November 18, 2009. The Committee consists of the following Directors.

Name of Director	Status in Committee	Nature of Directorship
Mr. Anmol Sekhri	Chairman	Independent Director
Mr. Kaushick Kapoor	Member	Independent Director
Mr. Somil Gupta	Member	Non-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.

Changes in our Board of Directors

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

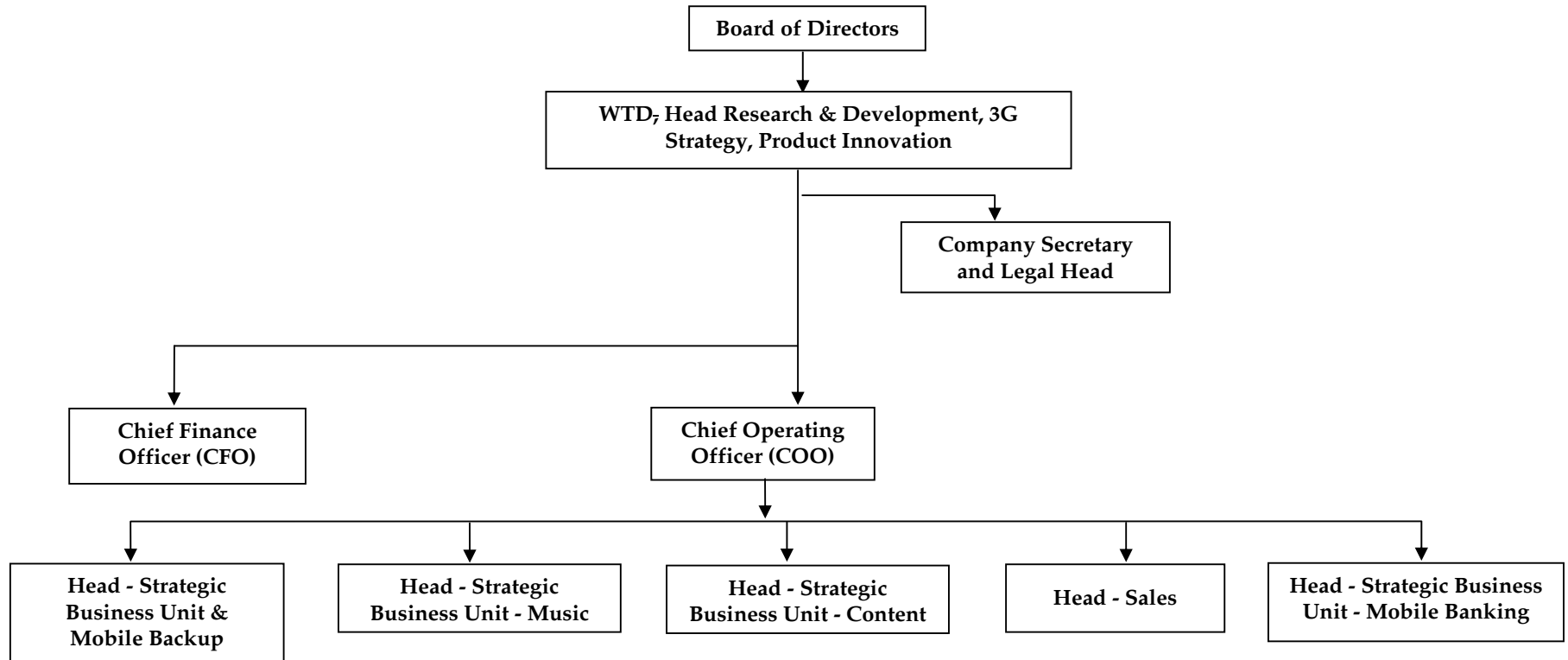
Name	Date of Appointment	Date of Resignation	Reason
Mr. Ved Prakash Katewa	March 7, 2008	-	Appointment
Mr. Rishi Sunnd	-	March 7, 2008	Resignation
Ms. Saryu Gupta	-	March 7, 2008	Resignation
Mr. Ved Prakash Katewa	-	October 29, 2009	Resignation
Mr. Kaushick Kapoor	October 29, 2009	-	Appointment
Mr. Anmol Sekhri	October 29, 2009	-	Appointment

Payment or benefit to the promoters of the company

Except statutory benefits upon termination of their employment in the Company or superannuation, no officer of the Company is entitled to any benefit upon termination of his employment in the Company or superannuation.

Other than as disclosed in the section titled "Financial Statements" on page 116 of this Red Herring Prospectus, none of the beneficiaries of loans and advances and sundry debtors are related to the Directors of the Company.

Organization Chart



KEY MANAGERIAL PERSONNEL

Name	Age (Yrs.)	Designation	Qualification	Compensation (in Rs. lacs)	Date of Joining	Total Experience	Previous Employer
Mr. Kartikeya Watts	33	Chief Operating Officer	B. Tech (Mechanical)	4.80	September 13, 2006	9 Years	Interworld Digital Limited
Mr. Mayank Bhargava	27	Company Secretary & Legal Head	B.Com and Company Secretary	4.32	August 17, 2009	5 Years	Medley Pharmaceuticals Limited
Mr. Jaldip Joshi	36	Chief Finance Officer	B.Com, LLB and Diploma in Financial Management	3.12	March 1, 2010	15 Years	Financial Consultant
Mr. Saket Kumar	28	Head SBU and Mobile Backup Division	Integrated MS, IIT Kharagpur	4.20	August 03, 2009	4 Years	Seven Avenues Limited
Mr. Tony Basumatary	27	Head SBU Music Division	XII Arts	2.40	January 17, 2007	4 Years	ICICI One Source
Ms. Shonali Chowdhary	25	Head SBU Content Division	Under Graduate Commerce	2.04	September 13, 2006	5 Years	Interworld Digital Limited
Mr. Yogesh Patel	29	Head Sales	MBA-Marketing & Finance	2.16	June 23, 2008	4 Years	Club Mahindra

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

There is no specific tenure of any of our key managerial personnel.

Changes in Key Managerial Personnel

Name	Designation	Date of Change	Reason for Change
Mr. Mayank Bhargava	Company Secretary Legal Head	August 17, 2009	Appointment
Mr. Saket Kumar	Head SBU and Mobile Backup	August 03, 2009	Appointment
Mr. Yogesh Patel	Head Sales	June 23, 2008	Appointment
Mr. Jaldip Joshi	Chief Finance Officer	March 01, 2010	Appointment

Shareholding of the Key Managerial Personnel

None of Key Managerial Personnel hold any equity shares of the Company except Mr. Kartikeya Watts who is holding 2400 equity shares of the company.

Relationship amongst the key managerial personnel

None of the key managerial personnel are related to each other.

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.

Employees

The total manpower directly employed by our company as on June 15, 2010 is 19 (Nineteen). The breakup of existing manpower is as follows:

Sr. No.	Category	Existing
1	Application & Development Department	8
2	Administration Department	5
3	Marketing and Sales Department	3
4	Content Transcoding & Repurpose Department	3
Total		19

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

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 our company. At present, the Company does not intend to give any benefit or any payment to any of our 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.

PROMOTERS AND THEIR BACKGROUND

Our Promoter


- Mr. Somil Gupta
- Mr. Sangam Gupta

Details of Promoter being an individual

1. Mr. Somil Gupta

	<p>Mr. Somil Gupta, (31 years), is Promoter and Chairman of our company. He is a Bachelor of Engineering in Computer Science from Pune University and is an Associate of Science in Computer Animation from Fullsail University, Florida, USA. He has promoted the company to develop an IPR centric technology in order to capture the potential market of mobile value added services. He has 9 years of experience in the field of Computer Graphics, Animation and mobile value added services. He is a director in our group companies Trine Entertainment Limited and Trine Venture Limited.</p>	
	<p>Identification Details</p>	
	<p>Voter ID Number</p>	<p>NLF2110559</p>
<p>Driving Licence Number</p>	<p>MH02 20080129983</p>	

2. Mr. Sangam Gupta

	<p>Mr. Sangam Gupta, (24 years) is Promoter Director of our company. He completed his graduation as an Associate of Science in Game Development from Fullsail University, Florida, USA. He has served as a CEO at Trine Entertainment Limited (Trine) for a period of over two years where he was responsible for delivering international projects of Games for consoles such as Playstation 3, Nintendo and overall growth of Trine. He has 3 years of experience in gaming, entertainment and multimedia industry. He is a director in our group companies Trine Entertainment Limited and Trine Venture Limited.</p>	
	<p>Identification Details</p>	
	<p>Voter ID Number</p>	<p>NLF2110559</p>
<p>Driving Licence Number</p>	<p>MH02 20080129983</p>	

We confirm that the Permanent Account Number, Bank Account Numbers, Passport Number have been submitted to the Stock Exchanges at the time of filing of the Draft Red Herring Prospectus. Further, the Promoter is not been detained as a wilful defaulter by the Reserve Bank of India or any other Government authority and there are no violations of securities laws committed by the Promoters in the past or any such proceedings are pending against the Promoters except as discussed in section titled "Legal and Regulatory Information" on page no. 140 of this Draft Red Herring Prospectus.

INTEREST OF PROMOTERS

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.

Further, the Promoters are also directors of certain Promoter Group entities and they may be deemed to be interested to the extent of payments made by the Company, if any, to these Promoter Group entities. For the payments that are made by the Company to certain Promoter Group entities, please refer to the section titled "Related Party Transactions" starting from page 128 of this Draft Red Herring Prospectus.

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

PROMOTER GROUP COMPANIES

1. Trine Entertainment Limited (TEL)

Trine Entertainment Limited was originally incorporated as Trine Animation Studios Limited on April 27, 2006 under the Companies Act, 1956 vide Certificate of Incorporation issued by the Registrar of Companies, Maharashtra, Mumbai. The name of the Company was changed to Trine Entertainment Limited and fresh certificate of incorporation was obtained from Registrar of Companies, Maharashtra, Mumbai on September 07, 2007. The registered office of TEL is located at 601 A-2, Palm Court, M Block, Above D Mart, Malad (W), Mumbai – 400 064. TEL is engaged in the business of preparation of Animation for films, TV and Games, Concept Design, Character Modeling, Rigging, Motion Capture, Crowd generation, Visual Effects, Lighting, Environments, Compositing, 3D Particle and Fluids Effects, development and selling of multimedia games etc. The Corporate Identification Number of the company is U32301MH2006PLC161436.

Capital Structure:

Share Capital	Aggregate Value (Rs. in lacs)
Issued, Subscribed and Paid Up Capital	
39,50,000 Equity Shares of face value Rs.10 each	395.00
70,00,000 Equity Shares of face value of Rs. 10 each paid up Rs.3	2,10.00
Advance money received towards Future Call	6.00

Board of Directors:

Sr. No.	Name	Designation
1	Mr. Sangam Gupta	Managing Director
2	Mr. Somil Gupta	Director
3	Ms. Saryu Gupta	Director

Shareholding Pattern:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	5,60,000	14.17
Mr. Sangam Gupta	2,60,000	6.59
Ms. Saryu Gupta	10,000	0.25
Mrs. Madhulika Gupta	3,58,000	9.06
Mr. Aaditya Vikram Singh	10,000	0.25
Mr. Rishi Mittal	1,000	0.03
Mr. Abhinav Garg	1,000	0.03
Mr. Man Mohan Gupta	2,30,000	5.83
Mrs. Usha Shrivastav	1,50,000	3.80
M/s Planet 41 Mobi- Venture Ltd.	9,15,000	23.17
M/s Interworld Digital Ltd.	1,55,000	3.92
Mr. Deepak Jani	50,000	1.26
Mr. Peeyush Agarwal	12,50,000	31.64
Total	39,50,000	100.00

Partly paid up shares of Rs.3/- each:

Particulars	No. of Equity Shares of Rs.3/- each	% of total Equity holding
Mr. Somil Gupta	30,12,500	43.03
Mr. Sangam Gupta	33,12,500	47.32
Mr. Peeyush Agarwal	6,75,000	9.65
Total	70,00,000	100.00

Financial Performance:

(Rs. in lacs)

Particulars	Financial Year Ended 31 st March		
	2007	2008	2009
Equity Share Capital	196.50	465.00	605.00
Calls in Advance	-	-	6.00
Reserves & Surplus	-	40.51	53.75
Total Income	-	580.56	1,151.22
Profit After Tax	-	40.51	13.24
Earning Per Share (Rs.) (Face Value Rs.10)	-	0.87	0.22
Net Asset Value per share (Rs.)	10.00	10.80	10.83

TEL is not listed on any Stock Exchange. TEL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

2. Askmenow Private Limited (APL)

Askmenow Private Limited was incorporated on June 25, 2008 under the Companies Act, 1956 vide Certificate of Incorporation issued by Registrar of Companies, Maharashtra, Mumbai. The registered office of APL is located at 110, Link Way Estate, New Link Road, Malad (W), Mumbai – 400 064. APL is engaged in the business to buy, sell, procure, commission, install, hire, rent information centres, call centres, kiosks for providing information, content, films, entertainment, information, news, current affairs, software (programme) for their exhibition, distribution and dissemination on phone, mobile, internet, TV channels or cable channels etc. Currently, company is not carrying on any business. The Corporate Identification Number of the company is U93000MH2008PTC183948.

Capital Structure:

Share Capital	Aggregate Value (Rs. in lacs)
Issued, Subscribed and Paid Up Capital 10,000 Equity shares of face value Rs.10 each	1.00

Board of Directors:

Sr. No.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Sangam Gupta	Director

Shareholding Pattern of the Company:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	5,000	50.00
Mr. Sangam Gupta	5,000	50.00
Grand Total	10,000	100.00

Financial Performance:

(Rs. in lacs)

Particulars	Financial year ended 31 st March, 2009
Equity Share Capital	1.00
Reserves & Surplus	-
Total Income	-
Profit After Tax	(0.10)
Earning Per Share (Rs.) (Face Value Rs.10)	(1.00)
Net Asset Value per share (Rs.)	8.80

APL is not listed on any Stock Exchange. APL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

3. Planet41 Televentures Limited (PTL)

Planet41 Televentures Limited was incorporated on November 07, 2008 under the Companies Act, 1956 vide Certificate of Incorporation issued by Registrar of Companies, Maharashtra, Mumbai. The registered office of PTL is located at 110, Link Way Estate, New Link Road, Malad (W), Mumbai – 400 064. PTL is engaged in the business to buy, sell, develop, produce, rent, lease, hire, download, upload, duplicate, broadcast, license entertainment content and software for movies, television, mobile, IPTV, DVD, VCD, Audio, Video and invest in computer games, console games, mobile games. Currently, company is not carrying on any business. The Corporate Identification Number of the company is U92190MH2008PLC188016.

Capital Structure:

Share Capital	Aggregate Value (Rs. in lacs)
Issued, Subscribed and Paid Up Capital 50,000 Equity shares of face value Rs.10 each	5.00

Board of Directors :

Sr. no.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Sangam Gupta	Director
3	Ms. Saryu Gupta	Director

Shareholding Pattern of the Company:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	10,000	20.00
Mr. Sangam Gupta	10,000	20.00
Ms. Saryu Gupta	10,000	20.00
Ms. Madhulika Gupta	10,000	20.00
Mr. Man Mohan Gupta	8,000	16.00
M.M. Commodities Pvt. Ltd.	1,000	2.00
Somil Securities Pvt. Ltd.	1,000	2.00
Grand Total	50,000	100.00

Financial Performance:

(Rs. in lacs)

Particulars	Financial year ended 31 st March, 2009
Equity Share Capital	5.00
Reserves & Surplus	-
Total Income	-
Profit After Tax	(0.11)
Earning Per Share (Rs.) (Face Value Rs.10)	(1.06)
Net Asset Value per share (Rs.)	9.40

PTL is not listed on any Stock Exchange. PTL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

4. Trine Ventures Limited (TVL)

Trine Ventures Limited was incorporated on July 17, 2008 under the Companies Act, 1956 vide Certificate of Incorporation issued by Registrar of Companies, Maharashtra, Mumbai. The registered office of TVL is located at 110, Link Way Estate, Link Road, Malad (W), Mumbai – 400 064. TVL is engaged in the business of Music Production, Recording Distribution, Publishing & Management Performing Arts and Choreography. Currently, company is not carrying on any business. The Corporate Identification Number of the company is U92490MH2008PLC184738.

Capital Structure:

Share Capital	Aggregate Value (Rs.)
Issued, Subscribed and Paid Up Capital 50,000 Equity shares of face value Rs.10 each	5.00

Board of Directors:

Sr. no.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Sangam Gupta	Director
3	Ms. Saryu Gupta	Director

Shareholding Pattern:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	10,000	20.00
Mr. Sangam Gupta	10,000	20.00
Ms. Saryu Gupta	10,000	20.00
Mrs. Madhulika Gupta	10,000	20.00
Mr. Man Mohan Gupta	9,900	19.80
Mr. Ved Prakash Katewa	50	0.10
Mr. Kartikeya Watts	50	0.10
Grand Total	50,000	100.00

Financial Performance:

(Rs. in lacs)

Particulars	Financial year ended 31 st March, 2009
Equity Share Capital	5.00
Reserves & Surplus	-
Total Income	-
Profit After Tax	(0.11)
Earning Per Share (Rs.) (Face Value Rs.10)	(1.06)
Net Asset Value per share (Rs.)	9.40

TVL is not listed on any Stock Exchange. TVL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

5. Digicine Manoranjan Limited (DML)

Digicine Manoranjan Limited was incorporated on July 17, 2008 under the Companies Act, 1956 vice Certificate of Incorporation issued by Registrar of Companies, Maharashtra, Mumbai. The registered office of DML is located at 110, Link Way Estate, Link Road, Malad (W), Mumbai – 400 064. DML is engaged in the business of Digital Cinema, Distribution of movies digitally in all formats via broadband, satellite, hard drive, DTH, IPTV, TV, Mobile Technologies or through any other medium or system etc. Currently, company is not carrying on any business. The Corporate Identification Number of the company is U92490MH2008PLC184737.

Capital Structure:

Share Capital	Aggregate Value (Rs.)
Issued, Subscribed and Paid Up Capital 50,000 Equity shares of face value Rs.10 each	5,00,000

Board of Directors:

Sr. no.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Sangam Gupta	Director
3	Ms. Saryu Gupta	Director

Shareholding Pattern:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	10,000	20.00
Mr. Sangam Gupta	10,000	20.00
Ms. Saryu Gupta	10,000	20.00
Mrs. Madhulika Gupta	10,000	20.00
Mr. Man Mohan Gupta	9,900	19.80
Mr. Ved Prakash Katewa	50	0.10
Mr. Kartikeya Watts	50	0.10
Grand Total	50,000	100.00

Financial Performance:

(Rs. in lacs.)

Particulars	Financial year ended 31 st March, 2009
Equity Share Capital	5.00
Reserves & Surplus	-
Total Income	-
Profit After Tax	(0.11)
Earning Per Share (Rs.) (Face Value Rs.10)	(1.06)
Net Asset Value per share (Rs.)	9.40

DML is not listed on any Stock Exchange. DML is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

6. Indmobile Ventures Limited (IVL)

Indmobile Ventures Limited was incorporated on November 10, 2008 under the Companies Act, 1956 vide Certificate of Incorporation issued by Registrar of Companies, Maharashtra, Mumbai. The registered office of IVL is located at 110, Link Way Estate, New Link Road, Malad (W), Mumbai – 400064. IVL is engaged in the business of m-commerce, web, telecom, datacom, networking, electronic media, e-commerce, internet and all kinds of communication systems and services and to carry on business of assembly, installation, operation, maintenance, servicing, public mobile telecommunication networks, private telecommunication networks etc. Currently, company is not carrying on any business. The Corporate Identification Number of the company is U72900MH2008PLC188060.

Capital Structure:

Share Capital	Aggregate Value (Rs.)
Issued, Subscribed and Paid Up Capital: 50,000 Equity shares of face value Rs.10 each	5,00,000

Board of Directors:

Sr. no.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Sangam Gupta	Director
3	Ms. Saryu Gupta	Director

Shareholding Pattern:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	10,000	20.00
Mr. Sangam Gupta	10,000	20.00
Ms. Saryu Gupta	10,000	20.00
Mrs. Madhulika Gupta	10,000	20.00
Mr. Man Mohan Gupta	8,000	16.00
M.M. Commodities Private Ltd.	1,000	2.00
Somil Securities Private Ltd.	1,000	2.00
Grand Total	50,000	100.00

Financial Performance:

(Rs. in lacs.)

Particulars	Financial year ended 31 st March, 2009
Equity Share Capital	5.00
Reserves & Surplus	-
Total Income	-
Profit After Tax	(0.11)
Earning Per Share (Rs.) (Face Value Rs.10)	(1.06)
Net Asset Value per share (Rs.)	9.40

IVL is not listed on any Stock Exchange. IVL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

7. Somil Securities Private Limited (SSPL)

Somil Securities Private Limited was incorporated on June 21, 1996 under the Companies Act, 1956 vide Certificate of Incorporation issued by Registrar of Companies, New Delhi. The registered office of SSPL is located at 146, RPS Colony, Malviya Nagar, New Delhi – 110 017. SSPL is engaged in the business of investment in all its aspects and branches and for that purpose to subscribe, take, purchase or acquire by original subscription, purchase, exchange, underwrite, participate in syndicate or otherwise and whether or not fully paid up and to subscribe for the same, subject to such terms and conditions etc. The Corporate Identification Number of the company is U67120DL1996PTC079841.

Capital Structure:

Share Capital	Aggregate Value (Rs.)
Issued, Subscribed and Paid Up Capital 10,000 Equity shares of face value Rs.10 each	1,00,000

Board of Directors:

Sr. no.	Name	Designation
1	Mr. Somil Gupta	Director
2	Mr. Man Mohan Gupta	Director
3	Ms. Madhulika Gupta	Director

Shareholding Pattern:

Particulars	No. of Equity Shares of Rs.10/- each	% of total Equity holding
Mr. Somil Gupta	4,500	45.00
Ms. Madhulika Gupta	4,500	45.00
Mr. Vivek Mittal	500	5.00
Mr. Amit Mittal	500	5.00
Grand Total	10,000	100.00

Financial Performance:

(Rs. in lacs)

Particulars	Financial Year Ended 31 st March		
	2007	2008	2009
Equity Share Capital	1.00	1.00	1.00
Share Application Money	-	-	-
Reserves & Surplus	-	-	-
Total Income	0.03	-	1.00
Profit After Tax	-	(0.04)	(0.36)
Earning Per Share (Rs.) (Face Value Rs.10)	(0.05)	(0.36)	(3.64)
Net Asset Value per share (Rs.)	8.66	8.29	4.65

SSPL is not listed on any Stock Exchange. SSPL is neither a Sick Industrial Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1995 nor is under winding up.

Defunct Promoter Group Companies

There are no defunct Promoter Group companies.

Business Interest amongst Group Companies

None of the group companies have any business interest in Planet 41.

Common Pursuits

Our group company Indmobile Ventures Limited has one of its main objects to engage in the business of Mobile commerce (Mcommerce). However the company has not yet commence business and hence there are no common pursuits amongst the group companies and Planet 41. Except as mentioned here, our promoters and directors do not have any interest in any venture that is involved in any activities similar to those conducted by the Company or any member of the promoter group. We shall adopt the necessary procedures and practices as permitted by law to address any conflict situations, as on when they may arise.

For further details on the related party transactions, to the extent of which our Company is involved, please refer to section titled "Related Party Transactions" on page no.128.

COMPANY/FIRM FROM WHICH THE PROMOTERS HAVE DISASSOCIATED THEMSELVES DURING PRECEDING THREE YEARS

The Promoters have not disassociated themselves during the 3 preceding years.

RELATED PARTY TRANSACTIONS

For details of Related Party Transaction please refer to details given under the section titled “Related Party Transactions” on page no. 128 of this DRHP.

DIVIDEND POLICY

The Issuer has not paid any dividends 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 INFORMATION
AUDITORS' REPORT

To,
The Board of Directors,
Planet 41 Mobi- Venture Limited,
110, Link way Estate,
New Link Road,
Malad (W)
Mumbai-400 064

Dear Sirs,

1. We have examined the attached financial information of **M/s. Planet 41 Mobi-Venture Limited**, (the company) as approved by the Board of Directors of the Company prepared in terms of the requirements of Paragraph B, 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 (SEBI Regulation) and terms of our engagement agreed with you in accordance with our letter dated 22nd April, 2010 in connection with the proposed Equity offering.

The preparation and presentation of these financial information is the responsibility of the Company's management.

2. These information have been extracted by the Management from the financial statements for the 9 months ended December 31, 2009, financial year ended March 31, 2009, 9 months ended March 31, 2008 & 9 months ended June 30, 2007 Audit for the financial year ended March 31, 2008, 9 months ended March 31, 2008 & 9 months ended June 30, 2007 was conducted by the previous auditors, M/s. R. Daliya & Associates, Chartered Accountants. The financial information included for the financial year ended March 31, 2009, 9 months ended March 31, 2008 & 9 months ended June 30, 2007 are based on reports submitted by them and have been relied upon by us while expressing our opinion and reporting on various restated financial information and annexures thereof expressly stated in the following paragraphs.
3. Based on the above, we report that in our opinion and according to the information and explanations given to us, we have found the same to be correct and the same have been accordingly used in the standalone financial information.
4. Based on above and also as per the reliance placed on the reports submitted by the previous auditors, M/s R. Daliya & Associates, Chartered Accountants for the respective periods and year we state that:
 - i) The 'Summary Statements' have to be read in conjunction with the Significant Accounting Policies and Notes to Accounts given in **Annexure IV** as well as with the Audit report on the financial statements
 - ii) The profits have been arrived at after charging all expenses including depreciation and after making such adjustment and regroupings as in our opinion are appropriate in the year/period to which they relate.
 - iii) The accounts as given in the enclosed statements do not require any restatement since:

1. There have been no adjustments for the changes in accounting policies retrospectively in respective financial years.
2. There have been no material adjustments in the respective financial years to which they relate.
3. There are no extra ordinary items that need to be disclosed separately in the accounts and qualification requiring adjustments.

c) The company has not paid dividend on equity shares in any of the Years/Periods mentioned above.

3. Other Financial Information

We have also examined the following other financial information set out in Annexures prepared by the management and approved by the Board of Directors relating to the Company for the nine months ended December 31, 2009, financial year ended March 31, 2009, 9 months ended March 31, 2008 & 9 months ended June 30, 2007. Audit for the financial year ended March 31, 2008, 9 months ended March 31, 2008 & 9 months ended June 30, 2007 was conducted by the previous auditors, M/s, R. Daliya & Associates, Chartered Accountants and the corresponding information have been included based upon the reports submitted by them and relied upon by us.

- a) Annexure V - Statement of Unsecured Loans
 - b) Annexure VI - Statement of Debtors
 - c) Annexure VII - Statement of Loans and Advances
 - d) Annexure VIII- Statement of Deposits
 - e) Annexure IX - Statement of Investments
 - f) Annexure X - Statement of Other Income
 - g) Annexure XI - Statement of Tax Shelter
 - h) Annexure XII – Statement of Accounting Ratios
 - i) Annexure XIII - Statement of Capitalization Statement
 - j) Annexure XIV - Statement of Related Party disclosures
 - k) Annexure XV – Statement of Contingent Liabilities/Unexpired Capital Commitments
4. In our opinion, the 'Financial Information as per Audited Financial Statements' and 'Other Financial Information' mentioned above read with Significant Accounting Policies and Notes to Accounts appearing in Annexure IV & the audit report for the 9 months period ended and as at 31st December 2009, 12 months ended 31st March 2009, 9 months ended 31st March, 2008 and 9 months ended 30th June 2007 and have been prepared in accordance with Part II of schedule II of the Act, and the SEBI guidelines.
 5. This report should, in any way, neither be construed as a re-issuance nor re-dating of any of the previous audit reports by us nor should this be construed as a new opinion on any of the Financial Statements referred to herein.

This report is intended solely for your information and for inclusion in the Offer Document in connection with the proposed IPO of the Company and is not to be used, referred to or distributed for any other purpose without our prior written consent.

For Dass Maulik Mahendra K Agrawala & Co
Chartered Accountants

Sd/-

Narendra Khandal
Partner

Membership no.: 065025

Place: Mumbai

Date : 03/06/2010

ANNEXURE I

STATEMENT OF ASSETS AND LIABILITIES

(Rs. in Lacs)

Particulars		As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
A	Fixed Assets				
	Gross block	35.27	13.02	1.27	1.27
	Add During The Year	0.57	22.25	11.75	-
	Less Depreciation	9.63	6.19	1.65	-
	Net Block	26.21	29.08	11.37	1.27
	Add: Capital work in progress	221.09	221.09	79.18	28.22
	Net Block after adjustment for Revaluation Reserve	247.30	250.17	90.55	29.49
B	Investments	96.50	96.50	96.50	96.50
C	Current Assets, Loans and Advances				
	Inventories	21.55	10.55	-	2.99
	Deposits	24.25	14.16	13.65	1.65
	Sundry Debtors	77.03	7.89	1.95	1.96
	Cash and Bank Balances	20.69	9.53	2.51	0.45
	Loans and Advances	290.64	319.69	70.72	0.08
	Total Current Assets	434.16	361.82	88.83	7.13
D	Deferred Tax Asset	1.88	-	-	-
E	Liabilities and Provisions:				
	Unsecured Loans	-	-	-	8.21
	Current Liabilities and Provisions	60.04	46.93	20.85	3.80
	Total liabilities	60.04	46.93	20.85	12.01
F	Net Worth (A+B+C+D-E)	719.80	661.56	255.02	121.11
G	Represented by				
	Share Capital	657.24	241.55	207.70	15.15
	Equity share Application money	-	0.55	42.60	104.55
	Reserves & Surplus	62.77	419.70	4.99	1.71
	Total	720.01	661.80	255.29	121.41
H	Misc. Expenditure to the extent not written off or adjusted	0.21	0.24	0.27	0.30
I	Net Worth (G-H)	719.80	661.56	255.02	121.11

ANNEXURE II

STATEMENT OF PROFIT AND LOSS ACCOUNT

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Sales:	110.07	64.05	18.30	3.26
Other Income	-	0.08	0.01	-
Closing Stock	21.55	10.55	-	2.99
Total Income	131.62	74.68	18.31	6.25
Expenditure				
Purchases	20.91	18.96	0.28	-
Staff Costs	22.52	9.70	2.35	3.85
Administration Expenses	38.62	28.38	6.00	0.69
Opening Stock	10.55	-	2.99	-
Total Expenditure	92.60	57.04	11.62	4.54
Earning Before Depreciation Interest & Tax	39.02	17.64	6.69	1.71
Depreciation	3.44	4.55	1.65	-
Net Profit before tax and Extraordinary items	35.58	13.09	5.04	1.71
Taxation				
Current Income Tax	10.99	4.46	1.61	-
Fringe benefit Tax	-	0.13	0.14	-
Deferred Tax	-	-	-	-
Net Profit before Extraordinary Items	24.59	8.50	3.29	1.71
Extraordinary items	-	-	-	-
Net Profit after Extraordinary Items	24.59	8.50	3.29	1.71

ANNEXURE III

STATEMENT OF CASH FLOW

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Cash Flows from Operating Activities				
Net Profit before Taxation	35.58	13.09	5.04	1.71
<i>Adjustments for:</i>				
Depreciation	3.44	4.55	1.65	-
Preliminary expenses Written off	0.03	0.03	0.03	(0.30)
Operating Profit before Working Capital Changes	39.05	17.67	6.72	1.41
Change in Inventories	(11.00)	(10.55)	2.99	(2.99)
Change in Deposits	(10.09)	(0.51)	(12.00)	(3.69)
Loans and advances	29.05	(248.97)	(70.64)	-
Sundry Debtors	(69.15)	(5.94)	0.01	-
Change in Current Liabilities	13.72	26.09	8.84	12.01
Income tax	(10.99)	(4.59)	(1.75)	-
Deferred tax	(0.62)	-	-	-
Net Cash Flow from Operating Activities	(20.03)	(226.80)	(65.85)	6.74
Cash Flow from Investing Activities				
Purchase of Fixed Assets	0.57	22.25	11.75	1.27
Capital Work in progress	-	141.91	50.95	28.22
Investments Purchased	-	-	-	96.50
Net Cash Flow used in Investing Activities	(0.57)	(164.16)	(62.70)	(125.99)
Cash Flows from Financing Activities				
Proceeds from Issuance of Capital	32.30	33.85	192.55	15.15
Share Premium	-	406.20	-	-
Increase in equity share application money	(0.55)	(42.05)	(61.95)	104.55
Net Cash Flow from Financing Activities	31.75	398.00	130.60	119.70
Net increase in cash and cash equivalents	11.15	7.03	2.06	0.45
Cash and Cash Equivalents (Opening Balance)	9.54	2.51	0.45	-
Cash and Cash Equivalents (Closing Balance)	20.69	9.54	2.51	0.45

ANNEXURE IV**SIGNIFICANT ACCOUNTING POLICIES AND NOTES FORMING PART OF ACCOUNTS:****NATURE OF OPERATIONS:**

The Company is in the business of providing mobile value added services.

A. SIGNIFICANT ACCOUNTING POLICIES:**1. Basis of preparation of Financial Statements:-**

The financial statements have been prepared on accrual basis under the historical cost convention in accordance with the generally accepted accounting principles in India and as per the Accounting Standards issued by the Institute of Chartered Accountants of India and as notified by the Companies (Accounting Standard) Rules, 2006 and other relevant provisions of the Companies Act, 1956.

2. Fixed Assets:-

Fixed Assets are stated at cost less depreciation. The cost is inclusive of interest and incidental expenses incurred during construction period.

3. Depreciation:-

Depreciation on all Tangible assets is provided on Straight Line Method (SLM) as per Section 205(2)(b) of the Companies Act, 1956 at the rates prescribed under Schedule XIV of the Companies Act, 1956.

4. Investments:-

Long term investments are carried at cost. Provision for permanent diminution in value is being made.

5. Valuation of Inventories:-

Items of inventories are valued at lower of cost or net realisable value. Cost of inventories comprise of all costs including cost of purchases, cost of conversion and other costs incurred in bringing the inventory to their present condition.

6. Revenue Recognition:-

Revenue (Income) is recognised only when it is reasonably certain that the ultimate collection will be made. Revenue and Expenses are accounted on an accrual basis and at historical cost.

7. Sales:-

Sales are recognised on dispatch of material to customers. Sales are net of trade discount, rebates and indirect taxes payable. Rebates and discounts are accounted for as and when determined.

8. Provisions, Contingent Liabilities & Contingent Assets:-

Provision are recognized when the Company has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will be required to settle the obligation and a reliable estimate can be made for the amount of the obligation.

Contingent Liabilities are not recognized but are disclosed by way of Notes forming part of Accounts. Contingent assets are neither recognized nor disclosed.

9. Employee benefits :-

Contribution payable by the Company to its superannuation scheme, Gratuity & Provident Fund and for any other retirement benefit is charged to revenue. The provision for leave encashment is determined on actual basis in accordance with the rules of the Company.

10. Foreign Exchange Transactions:-

a) Transactions in Foreign Currency are accounted at the exchange rate prevailing on the date of Transactions. Exchange differences arising in respect of monetary assets & monetary liabilities are recognized in the Profit & Loss A/c.

b) None monetary items denoted in foreign currency are stated at the rate prevailing on the date of the transaction.

11. Borrowing Costs:-

Borrowing Costs that are attributable to the acquisition or construction of qualifying assets are capitalised as part of the cost of such assets. A qualifying asset is one that necessarily takes a substantial period of time to get ready for its intended use or sale. All other borrowing costs are charged to revenue.

12. Taxes on Income:-

Tax expense comprises both current and deferred tax. Current tax is measured at the amount expected to be paid to the tax authorities, after taking into consideration benefits admissible under the provisions of the Income Tax Act, 1961.

Deferred tax assets/liabilities are recognised for future tax consequences attributable to the timing differences between taxable income and accounting income that are capable of reversal in one or more subsequent periods and are measured using the tax rates and laws that have been enacted or substantively enacted as on the Balance Sheet date. Deferred Tax Asset is not recognised unless, in the management judgment, there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax asset can be realised.

13. Impairment of Assets:-

An asset is treated as impaired when the carrying cost exceeds its recoverable value. An Impairment loss is charged to the profit & loss account in the year in which an asset is identified as impaired. The company does not have any fixed assets during the period under review hence the question of impairment does not arise.

B. NOTES TO ACCOUNTS:-

1. During the period under review the Company has issued 38,33,900 Equity Shares in the form of Bonus Shares to the shareholders in the ratio of 14:10 by capitalizing the securities premium account.
2. Balances of Loans & advances, sundry debtors, creditors, current Liabilities & current assets are subject to their confirmation. Discrepancies, if any, will be rectified in the year of reconciliation.

3. The requirement regarding licensed & installed capacity is not applicable to the Company.
4. The Company had paid an advance of Rs. 1.25 crore against the development of purchase of Hardware & development of Software in the year 2007-08. The above Hardware & Software are yet to be received till date. Pending procurement of other related equipments, to avail the benefits of warranty these items are yet to be received.
5. The Company has given advance aggregating Rs. 1.45 crore to various parties against order for purchase of Hardware & Software. During the period the said orders were cancelled by the Company but advance paid are yet to be recovered from the parties. In the opinion of the management, no provisions against the same is required as the said advances are good in nature and would be recovered in the ordinary course of business. Same is subject to verification & confirmation from the Parties.
6. Fixed Assets purchased/development/modification thereon by the Company has not been registered in the Company's name, as no agreement has been registered till date. Hence, payments made are in the nature of advance and are as certified by the management.
7. Company has paid Rs. 136.56 Lacs advance towards purchase/modification of premises, while a sum of Rs. 85.52 Lacs has been verified the balance Rs. 51.04 Lacs could not be independently verified and the same has been certified by the Management which has been accepted.
8. Closing Stock and Quantitative information being of digital or Technical in nature is based on details as certified by the technical team. Hence, profit/Loss for the year and assets of the Company as stated are subject to it.
9. On the basis of the review carried out by the management there was no indication of impairment of fixed assets of the Company.
10. The Company has classified the below mentioned under the head capital work in progress:
 - a) Amount paid to M/s Vaibhav Builders Rs. 51.04 Lacs
 - b) Amount paid for development of Software Rs. 84.53 LacsThe above amount could not be independently verified and is accepted as certified by the management.
11. During the period under review the company has not provided for the Gratuity, Provident Fund & Leave Encashment as none of the employees are eligible for the same.
12. Expenditure in foreign currency:

Travelling Expenses INR 1.43 Lacs (Nil)
13. Company has capitalized the expenditure incurred upto 30/06/07 amounting to Rs. 28.22 Lacs-(For premises Rs.3 lacs and Expenses Rs.25.22 Lacs), during the period ended on 31/03/2008 Company has further capitalized Rs. 50.96 Lacs(For Premises Rs.24/- Lacs and Rs.26.95/- Lacs Expenses) and during the period ended on 31/03/2009 Rs.141.91 (For premises Rs.109.56/- Lacs and Expenses Rs.32.35/- Lacs) out of the Expenditure incurred during the year and kept under the head capital work in progress pending allotment to respective head of assets. As certified by the management the amount capitalized under expenses is attributable to development of software for its own use and

could not be verified independently in absence of separate records for expenses to be capitalized, maintained by the Company.

14. Managerial Remuneration. Mr. Rishi Sundd Rs. 3.40/- Lacs during the Year Ended 30/06/2007
15. The Company does not have any information as to which of its creditors are registered under the Micro, Small & Medium Enterprises Development Act, 2006. Hence, disclosures as required under Schedule VI of the Companies Act, 1956 are not available.
16. Auditors Remuneration:

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Audit Fees	0.50	0.50	0.25	0.34
Other Fees	-	-	1.23	-
Total	0.50	0.50	1.48	0.34

17. Additional information pursuant to paragraphs 3&4 of part II of schedule VI to the Companies Act, 1956, (as certified by the Director)

A) Particulars in respect of goods manufactured:

N.A.

B) Stocks, Purchases & Sales of Finished Goods:

Since the products involved are digital in nature. According to the management it is not possible to give product wise details.

Other information required under Part II of Schedule VI of the Companies Act, 1956 are either Nil or Not Applicable to the Company.

18. Figures in bracket indicate corresponding figures for the year ended March 31, 2009 and the same have been regrouped/ rearranged/ reclassified wherever considered necessary. Corresponding figures for the previous period ended December 31, 2008 are not available and hence not given.

ANNEXURE V

STATEMENT OF UNSECURED LOANS

(Rs. in Lacs)

Particulars	As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
Loans	-	-	-	2.00
Trade Deposit	-	-	-	6.21
Total	-	-	-	8.21

ANNEXURE VI

STATEMENT OF SUNDRY DEBTORSF

(Rs. in Lacs)

Particulars	As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
(Unsecured, considered doubtful)				
- Outstanding for a period less than six months	-	-	-	-
- Outstanding for a period Exceeding six months	-	-	-	-
(Unsecured, considered good)	-	-	-	-
- Outstanding for a period less than six months	75.64	7.68	1.94	1.96
- Outstanding for a period Exceeding six months	1.39	0.21	0.01	-
Total	77.03	7.89	1.95	1.96

ANNEXURE VII

STATEMENT OF LOANS AND ADVANCES

(Rs. in Lacs)

Particulars	As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
Advances For Assets	271.03	280.00	45.00	-
Advances For Expenses	19.61	39.69	25.72	0.08
Total	290.64	319.69	70.72	0.08

ANNEXURE VIII

STATEMENT OF DEPOSITS

(Rs. in Lacs)

Particulars	As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
Security Deposit Mrs. Pooja Ganesh Sakpal	1.05	1.05	1.05	1.05
Security Deposit Mr. Ganesh Sakpal	0.60	0.60	0.60	0.60
Security Deposit to Mr. Harish Daswani	2.00	2.00	2.00	-
Security Deposit to Mr. Man Mohan Gupta	10.00	10.00	10.00	-
Deposit to Mr. Ashutosh Rana	0.51	0.51	-	-
*Deposit to M/s Positive Comsol Pvt. Ltd.	10.00	-	-	-
Deposit in Inorbit Mall	0.09	-	-	-
Total	24.25	14.16	13.65	1.65

*Amount paid to M/s Positive Comsol Pvt. Ltd. was shown in advance till 31st March, 2009. The same has been regrouped and shown in deposits now.

ANNEXURE IX

STATEMENT OF INVESTMENTS

(Rs. in Lacs)

Particulars	As at 31/12/2009	As at 31/03/2009	As at 31/03/2008	As at 30/06/2007
UNQUOTED				
Trine Entertainment Limited	91.50	91.50	91.50	91.50
Apple Rolling Mills Limited (Formerly known as Chitrakut Metal Limited)	5.00	5.00	5.00	5.00
TOTAL	96.50	96.50	96.50	96.50

ANNEXURE X

STATEMENT OF OTHER INCOME

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Miscellaneous Income	-	0.08	0.01	-
Surplus on sale of assets/investments	-	-	-	-
Total	-	0.08	0.01	-

The above income is non recurring in nature.

ANNEXURE XI

STATEMENT OF TAX SHELTER

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Tax at Notional Rate	12.09	4.16	2.02	-
Adjustments:				
Export Profits	-	-	-	-
Timing difference on account of depreciation and other items	3.24	(1.34)	1.55	-
Other Adjustments				-
Net Adjustments	3.24	(1.34)	1.55	-
Tax Saving Thereon	1.10	(0.42)	0.47	-
Total Taxation	10.99	4.58	1.74	-
Taxation on extra-ordinary Items	-	-	-	-
Tax on Profits before extra-ordinary items	10.99	4.58	1.74	-

ANNEXURE XII

STATEMENT OF ACCOUNTING RATIOS

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Earnings per share (Rs.)	0.75	0.36	0.45	2.11
Net Asset value per share (Rs.)	10.92	27.39	12.27	11.37
Return on Net Worth (%)	3.42	1.28	1.29	1.41
Weighted average number of equity shares in the period (in Nos. for EPS Calculation)	3271392	2322760	729000	81407
Actual No. of outstanding Shares	6572400	2415500	2077000	151550

- Earnings per share (Rs): $\frac{\text{Net Profit attributable to equity shareholders}}{\text{Weighted average number of equity shares outstanding during the year}}$
- Return on Net worth (%): $\frac{\text{Net Profit after Tax}}{\text{Net Worth at the end of the year}}$
- Net Assets Value per Equity share (Rs): $\frac{\text{Net worth as at the end of the year}}{\text{Number of equity shares outstanding at the end of the year}}$
- Net worth means Equity Share Capital + Reserves and Surplus + share advances- Mis. expenditure

Note: The Company has taken the face value of Equity shares as Rs. 10/- for the purpose of calculating the Weighted Average Number of Shares.

ANNEXURE XIII

STATEMENT OF CAPITALISATION

(Rs. in Lacs)

Particulars	Pre-Issue as at 31 st December, 2009	As Adjusted for the Issue*
Borrowings :		
Short-term Debt	-	[•]
Long-term Debt	-	[•]
Total Debt	-	[•]
Shareholders' funds:		
Share Capital	657.24	[•]
Reserves	62.77	[•]
Total Shareholders' Funds	720.01	[•]
Long-term Debt/Equity ratio	-	[•]
Total Debt/Equity ratio	-	[•]

* Share Capital and reserves and total shareholders' Funds would be calculated on conclusion of the Book Building process

ANNEXURE XIV

STATEMENT OF RELATED PARTY TRANSACTION

A) Directors and Key Managerial Personnel:

- Mr. Somil Gupta, Director
- Mr. Sangam Gupta, Director
- Mr. Kartikeya Watts, COO

B) Relatives of Directors:

Promoter	Name of the Relative	Relationship
Mr. Somil Gupta & Mr. Sangam Gupta	Mr. Man Mohan Gupta	Father
Mr. Somil Gupta & Mr. Sangam Gupta	Mrs. Madhulika Gupta	Mother
Mr. Somil Gupta & Mr. Sangam Gupta	Ms. Saryu Gupta	Sister

C) Group Companies:

- Trine Entertainment Limited
- ASKMENOW Private Limited
- Somil Securities Private Limited
- Digicine Manoranjan Limited
- IndMobile Ventures Limited
- Trine Ventures Limited
- Planet41 Tele-Ventures Limited

D) Details of Related Party transactions during the Period:

(Rs. in Lacs)

Sr. no.	Name	Nature of Transaction	Relationship	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
1	Trine Entertainment Ltd	Investment	Company Under the Same Management	-	-	-	91.50
2	Trine Entertainment Ltd	Loan	Company Under the Same Management	14.48 (Advance received)	14.48 (Advance given)	7.50	2.00
3	Mr. Rishi Sund	Salary	Director (Resigned)	-	-	-	0.76
4	Mr. Man Mohan Gupta	Security Deposit	Relative of Director	-	-	10.00	-
		Issue of Bonus Shares	Relative of Director	5.32	-	-	-
5	Mr. Somil Gupta	Imprest	Director	(9.70)	14.11 (Received)	13.43 (Received)	-
		Allotment of 3,23,000 shares@ Rs. 10/- each	Director	32.30	-	-	-
		Travelling Expenses	Director	0.47	-	-	-
		Issue of Bonus Shares	Director	165.90	-	-	-
6	Ms. Saryu Gupta	Remunerati on	Relative of Director	-	1.50	-	-
		Issue of Bonus Shares	Relative of Director	1.40	-	-	-
7	Mr. Sangam Gupta	Travelling Expenses	Director	0.96	-	-	-
		Issue of Bonus Shares	Director	161.70	-	-	-
8	Mr. Kartikeya Watts	Issue of Bonus Shares	KMP	0.14	-	-	-
9	Mrs. Madhulika Gupta	Issue of Bonus Shares	Relative of Director	1.40	-	-	-
Total				374.37	30.09	30.93	95.91

ANNEXURE XV

STATEMENT OF CONTINGENT LIABILITIES/ UNEXPIRED CAPITAL COMMITMENTS

(Rs. in Lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Premises	9.50	9.50	119.07	-
Hardware & Software Development	75.00	131.00	165.00	25.00
Others	-	-	-	10.00
Total	84.50	140.50	284.07	35.00

MANAGEMENT'S DISCUSSION AND ANALYSIS

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

The following discussion and analysis of our financial condition and results of operations is based upon, and should be read in conjunction with our financial statements for the 9 months ended December 31, 2009, twelve months ended 31st March, 2009, nine months ended 31st March, 2008 and nine months ended 30th June, 2007 including the schedules, annexures and notes to accounts thereto and the report thereon. Our summary statements are prepared in accordance with Accounting Standards and Indian GAAP. The following discussion and analysis contains forward-looking statements that involve risks and uncertainties.

Our summary statements follow different accounting years due to changes in our fiscal year end. Our results for our most recently ended fiscal accounting period reflect a 9 month period ending December, 31, 2009, our fiscal year ended March 31, 2009 reflect 12 month period, our fiscal year ended March 31, 2008 reflects a 9 month period and the fiscal year ended June 30, 2007 reflects a 9 month period. Due to the difference in fiscal year ends, our results of operations are not comparable and our historical financial performance may not be considered as an accurate indicative of future financial performance.

a. Overview of our Business:

Our company is a mobile value added service (MVAS) provider of carrier-grade messaging platforms and gateways, content management systems, WAP and Voice platforms through managed services. Services provided by these platforms include interactive portals, community and user generated content applications, caller ring back tone and video streaming. We manage VAS and content platforms and aggregate content for operators and portals, manage the delivery of content and manage mobile campaigns for media, advertising and enterprise customers. We have created and aggregated 2G, 2.5G and 3G applications and products which can be routed over an Internet Protocol or IP network and enables mobile operators to deliver multimedia services. Our products integrate multiple network functions and services needed for the delivery of advanced multimedia services, such as video, Internet access, voice-over-IP, e-mail, mobile TV, photo sharing and gaming.

Planet 41 is amongst the few MVAS providers in India to get the coveted ISO 9001:2008 certification. The Company has undertaken ISO 9001:2008 certification to demonstrate its capability to consistently provide services that enhance customer satisfaction through effective deployment of a quality management system.

b. Significant Development Subsequent to Last Financial Period

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 manufacturing or profitability of our company, or the value of our assets, or our ability to pay liabilities within next twelve months.

c. Factors that may affect Results 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 and in particular the factors affecting the telecommunications industry in general. The Indian economy has

grown steadily over the past several years. The overall economic growth will impact the results of our operations. The growth prospects of our business and our ability to implement our strategies will be influenced by macro-economic growth.

- *Our ability to successfully implement strategy and our 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 our strategy and growth and expansion plans could impact the roll out schedules and cause cost and time over runs.

- *Change in technology and our ability to innovate and develop new products and services;*

Our business depends on developing and providing innovative solutions to our customers that will create and fulfill demand by end users. Development of new products is subject to unpredictable and volatile factors beyond our control, including end user preferences and competing solutions. The telecommunications industry is highly competitive in nature and so we need to continuously invest in research and development to develop new and differentiated products and services for our customers. Further, some or all of such products may not provide adequate returns commensurate with our investments. Some of our solutions could also rapidly become obsolete by the introduction of newer technologies based on more advanced mobile networks using broader bandwidths. Our inability to deal with the above factors would impact our results of operations.

- *Increasing competition in the Industry;*

We face competition from a few large players in the industry segment that we operate. We expect competition to intensify in the future due to possible new entrants in the market, existing competitors further expanding their operations and our entry into new markets where we may compete with well-established telecommunications value added services companies. This we believe may impact our financial condition and operations.

- *Availability of Content;*

We procure most of our content from various content providers (who license these to us) for use as part of the services we provide to our carrier customers. Any failure on our part to comply with our obligations under the content license agreements could cause us to be in breach of our contract and could result in a claim against us for substantial damages or even termination of the contracts by the content provider. In addition, these licencing arrangements are typically for a term of one year. If we are unable to renew these licenses on terms favourable to us, or at all, upon their expiration we may be prevented from providing content sourced from these content providers and will have to source alternative content which may result in loss of income or business opportunities that would harm our business, financial condition and results of operations.

- *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.

- *Changes in the interest rates and tax laws in India;*

Any change in the interest rates and tax laws pertaining to India affects the liquidity of cash in the market which in turn affects the purchasing power of the economy.

d. Overview of Our Results of Operations

The following discussion of the financial condition and results of operations for the nine months ended 31st December, 2009, twelve months ended 31st March, 2009, nine months ended 31st March, 2008 and nine months ended 30th June, 2007 respectively including the schedules, annexures, notes to accounts and the reports thereon which appear in this Offer Document.

(Rs. in lacs)

Particulars	For the 9 months ended on 31/12/2009	For the 12 months ended on 31/03/2009	For the 9 months ended on 31/03/2008	For the 9 months ended on 30/06/2007
Income				
Sales	110.07	64.05	18.30	3.26
Other Income	-	0.08	0.01	-
Increase(Decrease in Inventories)	21.55	10.55	(2.99)	2.99
Total Income	131.62	74.68	15.32	6.25
Expenditure				
Opening Stock	10.55	-	-	-
Purchases	20.91	18.96	0.28	-
Staff Costs	22.53	9.70	2.35	3.85
Administration Expenses	38.62	28.38	6.00	0.69
Total Expenditure	92.61	57.04	8.63	4.54
Earning Before Depreciation Interest & Tax	39.02	17.64	6.69	1.71
Depreciation	3.44	4.55	1.65	-
Net Profit before tax and Extraordinary items	35.58	13.09	5.04	1.71
Taxation				
Current Income Tax	10.99	4.46	1.61	-
Fringe benefit Tax	-	0.13	0.14	-
Deferred Tax	-	-	-	-
Net Profit before Extraordinary Items	24.59	8.50	3.29	1.71
Extraordinary items	-	-	-	-
Net Profit after Extraordinary Items	24.59	8.50	3.29	1.71

Note: Figures have been regrouped wherever necessary to make the data comparable

e. Comparison of Recent Financial Years / Periods with Previous Financial Years / Periods

Financial performance for the Nine months ended December 31, 2009 vs. twelve months ended March 31, 2009

Sales:

The sales of the company increased from Rs.64.05 lacs for the 12 months year ended on March 31, 2009 to Rs.110.07 lacs for the nine months period ended on December 31, 2009, depicting an increase of Rs.46.02 lacs (i.e. a growth of almost 58.19%) in the sales.

During the above financial period the Company has entered into agreements with various film producers for licensing their bollywood content. The current revenue earned (as mentioned in our sales) is from the pilot testing and after the commercial launch the company will generate greater revenues with our large customer/client base.

Total Expense:

Total expenses of the company has increased from Rs.57.04 lacs for the 12 months year ended March 31, 2009 to Rs.92.61 lacs in the nine months period ended December 31, 2009. The staff recruitment cost has increased as the Company hired Free Lancers as consultants for developing and customization of 3G service related unique products for Mobile Telecom Operators & End Users.

Profit after Tax:

During the nine months period ended December 31, 2009, the company has reported a profit after tax of Rs. 24.59 lacs as compared to Rs. 8.50 lacs during the twelve month period ended March 31, 2009 depicting an increase in profit for the period of almost 34.57%. The increase in profit is mainly due to higher sales revenue resulting from providing new enterprise solutions such as Mobile Marketing Suite, new customer contracts entered with telecom operators and rendering enterprise solutions to new clients as well as improved efficiency.

Fixed Assets:

The gross fixed assets of the company has increased to Rs.35.84 lacs during nine months ended December 31, 2009 from Rs.35.27 lacs for the 12 months ended March 31, 2009. The increase is mainly due to the additions made to assets by purchase of furniture for the infrastructure requirements for the new office opened.

Financial performance for the twelve months ended March 31, 2009 vs. nine months ended March 31, 2008

Sales:

The sales of the company has increased from Rs.18.30 lacs for the nine months ended March 31, 2008 to Rs.64.05 lacs for the twelve months ended March 31, 2009, depicting an increase of Rs.45.75 lacs (i.e. a growth of almost 28.57%) in the sales.

During this period the company has bagged contract for providing content such as animation, clipping, ringtones, wallpapers etc. with Vodafone. The company also generated revenues from mobile marketing and managing the SMS based campaigns for some big corporate viz. Bharti Retail Pvt. Ltd., Big Bazaar, Mobi-Soft Telesolution Pvt. Ltd., Apex Soft Cell (India) Pvt. Ltd., Spencer's Retail Ltd., Integrated Securities ltd., Inventure Growth & Securities Pvt. Ltd. supporting the said growth in sales.

Total Expense:

Total expenses increased from Rs.8.63 lacs for the nine months ended March 31, 2008 to Rs.57.04 lacs for the twelve months ended March 31, 2009 on account of increase in business turnover and setting up of new office in Mumbai. The administration and selling expenses of the company increased from Rs.6.00 lacs to Rs.28.38 lacs as the Company started with its set up in Mumbai. The expenditure on content development and royalty paid to the content owners increased from Rs.0.28 lacs to Rs.18.96 lacs since the Company bagged various contracts and Company rendered services on pilot testing basis to its clients, contributing to increase in the total expenditure. The Staff cost also increased during the year from 2.35 Lacs to 9.70 Lacs. The primary reason for the increase in staff cost was hiring of technical people and Free Lancers for development of our products & services.

Profit after Tax:

During the twelve months ended March 31, 2009, the company has reported a profit after tax of Rs. 8.50 lacs as compared to Rs.3.29 lacs during the nine months ended March 31, 2008 depicting an increase in profit for the period of almost 188.94%. This increase in profit is mainly due to higher sales revenue derived by selling mobile marketing services, new customer contracts entered as well as improved efficiency.

Fixed Assets:

The gross fixed assets of the company have increased to Rs.35.27 lacs during twelve months ended March 31, 2009 from Rs.13.02 lacs for the nine months ended March 31, 2008. This increase is mainly due to the additions made to assets by purchase of plant and machinery, furniture and fittings for the infrastructure requirements for the new office opened.

Financial performance for the nine months ended March 31, 2008 vs. nine months ended June 30, 2007**Sales:**

The sales of the company has increased from Rs.3.26 lacs for the nine months year ended June 30, 2007 to Rs.18.30 lacs for the nine months ended March 31, 2008, depicting an increase of Rs.15.04 lacs in the sales.

The increase in our sales during this period is related to the contracts entered into with customers for providing enterprise solutions & mobile marketing. During the period Vodafone selected our company on trial basis for repurposing their music content and this was a major achievement for a startup company like ours.

Total Expense:

Total expenses increased from Rs.4.54 lacs for the nine months ended June 30, 2007 to Rs.8.63 lacs for the nine months ended March 31, 2008 on account of initial expenditure on setting up of the business, increase in business turnover.

Profit after Tax:

During the nine months ended March 31, 2008, the company has reported a profit after tax of Rs.3.29 lacs as compared to Rs.1.71 lacs during the nine months ended June 30, 2007 depicting an increase in profit for the period of almost Rs.1.58 lacs. We were able to achieve the said profit even though being the initial

stage of setting up of business via small scale deployment and commercial trial of our products with our clients.

Fixed Assets:

The gross fixed assets of the company have increased to Rs. 13.02 lacs during the nine months ended March 31, 2008 from Rs.1.27 lacs for the nine months ended June 30, 2007. The increase is mainly due to the additions made to assets by such as air conditioner, computers, hardware and software equipments installed at our telecommunication carrier's office, furniture and fittings for the infrastructure requirements for the office.

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

Any slowdown in the growth of Indian economy or future volatility in global commodity prices, could affect the business, including the future financial performance, shareholders' funds and ability to implement strategy and the price of the Equity Shares.

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

There are no known trends or uncertainties that may have material adverse impact on the income, costs and profits 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 content & services costs or prices that will cause a material change are known

Increase in the cost of the content & services in which the Company deals, will affect the profitability of the company. Further, the company is not able to pass on the increase in prices of the content & services to the customers in full. This can be offset through cost reduction.

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

The increase / decrease in turnover is only on account of introduction of new products, increase in sales prices and volume.

6. New Product or Business Segment

Other than as described in this Draft Red Herring Prospectus, we do not have new products or business segments.

7. The extent to which the business is Seasonal

Our business is not seasonal and no major cyclical trends are observed in this industry.

8. Competitive conditions

We believe that there are certain large players in the industry who are our biggest competitors in certain aspect of the services and products we offer.

CHANGES IN ACCOUNTING POLICIES IN THE LAST THREE YEARS

There are no changes in accounting policies of the Company in the last three years.

SECTION V - LEGAL AND OTHER INFORMATION

CONTINGENT LIABILITIES, OUTSTANDING LITIGATIONS AND MATERIAL DEVELOPMENTS

I. Contingent Liabilities not provided for:

Contingent liabilities not provided for as on 31st December, 2009 are as follows:

Particulars	9 Months ended December 31, 2009
Premises	9.50
Hardware & Software Development	75.00
Others	-
Total	84.50

II. Outstanding litigations involving Planet 41 Mobi-Venture Limited

The Issuer Company certifies that 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, non payment 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.

Litigations and Claims

Default in Payment of Statutory Dues

There has been default on the part of the Company with respect to payment of statutory dues as follows:

The total amount payable as on 31st December 2009 as per the audited balance sheet as on the date is as under:

(Rs. in lacs)

Particulars	Amount
Service Tax	13.11
Income Tax (TDS)	2.51
Total	15.62

The company is in the process of clearing the statutory dues in near future failing which may attract penal provisions of the relevant Acts.

a. Outstanding Litigations involving Promoters/ Directors of Company

There are no outstanding litigations, disputes, non-payment of statutory dues, overdues to banks/ financial institutions, defaults against banks / financial institutions, defaults in dues towards instrument holders like debenture holders, fixed deposits, and arrears on cumulative preference shares issued, defaults in creation of full security as per terms of issue, other liabilities, proceedings initiated for economic / civil / any other offences (including past cases where penalties may or may not have been awarded and irrespective of whether they are specified under paragraph (i) of Part I of Schedule XIII of the Companies Act, 1956) against the promoters and director of the Company.

b. Outstanding Litigations involving Promoters and Group Companies:

There are no outstanding litigation, disputes, non-payment of statutory dues, overdues to banks/ financial institutions, defaults against banks / financial institutions, defaults in dues towards instrument holders like debenture holders, fixed deposits, and arrears on cumulative preference shares issued, defaults in creation of full security as per terms of issue, other liabilities, proceedings initiated for economic/civil/ any other offences (including past cases where penalties may or may not have been awarded and irrespective of whether they are specified under paragraph (i) of Part I of Schedule XIII of the Companies Act, 1956) against the promoter group companies.

Material Developments

Significant development since the last audited balance sheet as on 31 December, 2009 till the date of Draft Red Herring Prospectus

No circumstances have arisen 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 our 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 the Equity Shares of our Company.

GOVERNMENT/ STATUTORY AND BUSINESS APPROVALS

In view of the approvals listed below, our Company can undertake this Issue and our current business activities and no further major approvals from any governmental or regulatory authority or any other entity are required to undertake the Issue or continue our business activities. Unless otherwise stated, these approvals are all valid as of the date of this Prospectus. For further details in connection with the regulatory and legal framework within which we operate, see the section titled "Key Industry Regulations and Policies" beginning on page no. 78.

Corporate Approvals

We have received the following significant Government and other approvals pertaining to our business.

Sr. no.	Approval Granted	Issuing Authority	Reference/ Registration Number	Date
1.	Certificate of Incorporation as "Planet 41 Entertainment Limited"	RoC, Maharashtra, Mumbai	164541-2006	September 13, 2006
2.	Fresh Certificate of Incorporation consequent to the change of name to "Planet 41 Mobi-Venture Limited".	RoC, Maharashtra, Mumbai		March 18, 2008
3.	Certificate of Importer-Exporter (IEC)	Dy. Director General of Foreign Trade	0309034884	August 04, 2009
4.	Certificate for setting up Telemarketing centre with numbers under National Do not Call Registry	Dy. Director General, Department of Communications & Technology (DoT), Mumbai	10-TM/736899/14/2009-23/1879	June 08, 2009

Taxation Related Approvals

Sr. No.	Approval Granted	Issuing Authority	Reference/ Registration Number
1.	PAN	Chief Commissioner of IT	AADCP9881C
2.	TAN	Income Tax Department	MUMP22585D

a. Service Tax Registration

Registration No.	Date	Issuing Authority	Service Registered for
ST/MUM/DIV IV/TRP/199/REG/2006/BAS/ 3920/REG/2006	December 29, 2004	Superintendent of Service Tax, Service Tax Div. IV, Mumbai	T.V. or Radio Programme Production, Business Auxiliary Services

b. Sales Tax Registration

Particulars	Number	Date	Number
Value Added Tax	Sales Tax Officer, Mumbai	December 05, 2006	27860578080V
Central Sales Tax	27860578080C		

Other Approvals and Certificates

a. Employees State Insurance Act, 1948

The employees employed by the company are not to be covered under Employees State Insurance Act, since their salary is more than prescribed under the Act for coverage.

b. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The employees employed by the company are not to be covered under Employees' Provident Funds and Miscellaneous Provisions Act, since their salary is more than prescribed under the Act for coverage.

c. Shops & Commercial Establishments Act, 1948 –

Registration No.	Issuing Authority	Valid up to
760127700/Commercial II	Brihanmumbai Mahanagarपालिका	December 31, 2010

d. Professional Tax Registration – No. PT/R/1/1/33/15591 dated December 11, 2006 issued in the name of Planet 41 Entertainment Limited.

e. Certificate of Registration ISO 9001:2008 Provision of Software & Digital Music Content and Other Value Added Services (VAS) for Mobile Telephony (Animation Graphics, Metadata and Text Messages)

Issuing Authority	Registration No.	Valid Upto
QA International Certification Limited	QAIC/IN/489 - A	September 01, 2010

f. Intellectual Property Related Approvals

The following grade names have been registered as Trade Mark under the Trade Marks Act, 1999. The date of receipt of Certificate for the trademarks is April 09, 2007.

Sr. no.	Grade Name	Grade/Class	Application/ Trade Mark Number
1.	Planet 41 logo	16	1547499
2.	Games and Playthings	28	1547500
3.	Cable Television Broadcasting	38	1547501
4.	Organising Entertainment Competitions	41	1547502
5.	Leasing Access Time to Computer Database, Software Updating, Animation and Websites	42	1547503

Our Company has made applications under the Trade Marks Act, 1999 for grant of certificate of registration of the following names:

Sr. no.	Grade Name	Grade/Class	Date of Application	Application/ Trade Mark Number
1.	mBINGO	35	25/01/2010	1913112
2.	mBINGO	38	25/01/2010	1913113
3.	mBINGO	41	25/01/2010	1313114
4.	GO3	38	14/05/2010	1965418

SECTION VI - REGULATORY AND STATUTORY DISCLOSURES

Authority for the issue and details of resolution passed for the issue

The Board of Directors have, pursuant to a resolution passed at its meeting held on October 08, 2009 authorized the Issue, subject to the approval of the shareholders of the Company under Section 81 (1A) of the Companies Act.

The shareholders of our company have authorized the Issue by a special resolution adopted pursuant to Section 81 (1A) of the Companies Act, passed at the Extra-ordinary General Meeting held on November 06, 2009.

Prohibition by SEBI, If any

The Company, its Promoter, 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 Promoter, their relatives (as per Act), the Company, group companies, associate companies are not detained as willful defaulters by RBI / Government authorities.

A) Eligibility for the Issue

The Company is an unlisted company not complying with the conditions specified in Regulation 26(1) of the SEBI Regulations and is, therefore, required to meet both the conditions detailed in Regulation 26(2) of the SEBI Regulations. The Company is eligible to make the Issue in accordance with Regulation 26(2) of the SEBI Regulations as explained below:

- The Company will comply with Regulation 26(2)(a)(i) of the SEBI Regulations as the Company is doing a "compulsory book-building issue" wherein the Company shall allot atleast 50% of the net public offer to QIBs and to refund full subscription monies if it fails to make allotment to the QIBs.
- The Company will comply with Regulation 26(2)(b)(i) of the SEBI Regulations and the post-Issue face value capital of the Company will be more than the minimum requirement of Rs.10 crores (Rs.100.00 million).

Further, in accordance with Regulation 26(4) of the SEBI Regulations, the Company shall ensure that the number of prospective allottees to whom the Equity Shares will be allotted in the Issue shall not be less than 1,000 failing which the entire application monies will be refunded forthwith. In case of delay as specified herein, 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.

Accordingly, the Company is eligible for the Issue under Regulation 26(2) of the SEBI Regulations.

The promoters, the company, directors of Planet 41 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 promoter and companies promoted their directors.

The promoter, the company, directors of Planet 41 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 promoter and companies promoted their directors.

Planet 41 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.

B) DISCLAIMER CLAUSE

"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 BOOK RUNNING LEAD MANAGER, 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 BOOK RUNNING LEAD MANAGER IS EXPECTED TO EXERCISE DUE DILIGENCE TO ENSURE THAT THE ISSUER DISCHARGES ITS RESPONSIBILITY ADEQUATELY IN THIS BEHALF AND TOWARDS THIS PURPOSE, THE BOOK RUNNING LEAD MANAGER, KEYNOTE CORPORATE SERVICES LIMITED HAS FURNISHED TO SEBI A DUE DILIGENCE CERTIFICATE DATED 25/06/2010 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 PROSPECTUS. 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:
- (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 OF 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 BOOK RUNNING LEAD MANAGER ANY IRREGULARITIES OR LAPSES IN OFFER DOCUMENT."

The promoter/directors of Planet 41 Mobi-Venture Limited, Mr. Somil Gupta, Mr. Sangam Gupta, Mr. Kaushick Kapoor and Mr. Anmol Sekhri confirm 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.

C) 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 our website, www.planet41.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 27/11/2009 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.

D) 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 Offer Document 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 Draft Red Herring 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 Mumbai, Maharashtra 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 Offer Document has been filed with SEBI for observations. Accordingly, the Equity Shares, represented thereby may not be offered or sold, directly or indirectly, and this Draft 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 Draft Red Herring Prospectus nor any sale hereunder shall, under any circumstances, create any implication that there has been no

change in the affairs of the Company from the date hereof or that the information contained herein is correct as of any time subsequent to this date.

E) 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 Offer Document as one of the stock exchanges on which this Company’s securities are proposed to be listed. The Exchange has scrutinized this Offer Document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. BSE shall be the Designated Stock Exchange with which the basis of allocation will be finalised. The Exchange does not in any manner:

- i. Warrant, certify or endorse the correctness or completeness of any of the contents of this Offer Document; or
- ii. Warrant that this Company’s securities will be listed or will continue to be listed on the Exchange; or
- iii. Take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company;

and it should not for any reason be deemed or construed that this Offer Document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires any securities of this Company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever”.

Disclaimer Clause of the NSE

As required, a copy of this 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 Offer Document 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 Draft 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 Draft 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 Draft 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

[●]

F) FILING

A copy of this DRHP has been filed with SEBI at Mumbai.

A copy of the Draft Red Herring Prospectus, along with the documents required to be filed under Section 60B of the Companies Act, would be delivered for registration to the ROC and a copy of the Prospectus required to be filed under Section 60 of the Companies Act would be delivered for registration with the ROC, Maharashtra, Mumbai.

G) 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.

H) 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."**

I) 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 Red Herring Prospectus 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.

Dass Maulik Mahendra K Agrawala & Co., Statutory 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 Draft Red Herring Prospectus 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 Draft Red Herring Prospectus.

J) EXPERT OPINION OBTAINED, IF ANY

Except as stated in "Statement of Tax Benefits" beginning on page no. 39 and in "Auditors Report beginning on page no. 116, the Company has not obtained any expert opinion.

K) EXPENSES OF THE ISSUE

Expenses related to Issue

The Issue related expenses consist of fees payable to BRLM to the Issue, Legal Counsels, Bankers to the Issue, Escrow Bankers and Registrars to the Issue, Printing and Distribution expenses, Advertising and Marketing expenses, Depository fees, IPO grading fees and all other incidental and miscellaneous expenses for listing the Equity Shares on the Stock Exchanges. The Company intend to use about Rs. [*] million towards these expenses for the Issue. All expenses with respect to the Issue will be borne out of Issue proceeds.

Particulars	Amount* (Rs. in lacs)	% of Issue size	% of Issue expenses
Fees to Intermediaries	[•]	[•]	[•]
Advertising and marketing expenses	[•]	[•]	[•]
Printing and Stationary & Distribution	[•]	[•]	[•]
Others	[•]	[•]	[•]
Total	[•]	[•]	[•]

* Will be incorporated after finalisation of Issue Price

L) 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 November 2, 2009.

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.

M) 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. 20 of this DRHP.

N) 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.

O) PREVIOUS ISSUE OF SHARES OTHERWISE THAN FOR CASH

We have issued 38,33,900 equity shares of Rs. 10 each on November 06, 2009 as bonus in the ratio of 14 shares for every 10 shares held by capitalizing free reserves, other than this the Company has not issued any equity shares for consideration other than in cash.

P) 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.

Q) CAPITAL ISSUE DURING THE LAST THREE YEARS

Planet 41 Mobi-Venture Limited and its group companies have not made any capital issue during the last three years.

R) 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.

S) 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.

T) STOCK MARKET DATA

This being an initial public offering of the Company, the Equity Shares are not listed on any stock exchange.

U) 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, Bigshare Services Private 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 dematerialised shares. The Registrars are constantly monitored and supported by qualified and experienced personnel of the Company.

The Company has appointed Mr. Mayank Bhargava as the Company Secretary & Compliance Officer and he may be contacted in case of any pre-issue or post-issue problems. He can be contacted at the following address:

Mr. Mayank Bhargava
 Company Secretary & Compliance Officer
 110, Linkway Estate,
 New link Road, Malad (West),
 Mumbai- 400 064;
 Tel: + 91- 022-40964141; Fax: +91- 022- 40964100
 E-mail:mayank@planet41.com

Changes in Auditors

The change in the auditors of the Company during last three years is as follows:

Name	Date of Change	Reasons
R. Daliya & Associates	21/04/2010	Not a Peer Review Auditor as required under SEBI Regulations as on the date of this offer document.

Capitalization of Reserves

Our company has issued 38,33,900 Equity shares in the ratio of 14 shares for every 10 shares held (14 : 10) on November 06, 2009 by capitalizing reserves or profits.

Revaluation of Assets

The company has not revalued its assets since inception.

SECTION VII - 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, 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 Net 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

There are no restrictions on transfers and transmission of shares/ debentures and on their consolidation/ splitting except as provided in the Articles. See "Main Provisions of Articles of Association" on page 195 of this Draft Red Herring Prospectus.

B. ISSUE STRUCTURE

Public Issue of 39,00,000 Equity Shares of Rs. 10/- each for cash by the Company issued at a price of Rs.[●] per Equity Share, aggregating Rs. [●] lacs. The Issue would constitute 37.24% of the post Issue paid-up capital of the Company. The Issue is being made through the 100% Book Building Process:

	QIBs#	Non-Institutional Bidders	Retail Individual Bidders
Number of Equity Shares*	At least 19,50,000 Equity Shares will be allotted to QIBs.	Not less than 5,85,000 Equity Shares shall be available for allocation.	Not less than 13,65,000 Equity Shares shall be available for allocation.
Percentage of Issue Size available for allocation	At least 50% of Issue being allocated. However, up to 5% of the QIB Portion shall be available for allocation proportionately to Mutual Funds only.	Not less than 15% of Issue or Issue less allocation to QIB and Retail Individual Bidders	Not less than 35% of Issue or Issue less allocation to QIB Bidders and Non-Institutional Bidders.
Basis of allocation if respective category is oversubscribed	Proportionate (a) 19,50,000 Equity Shares shall be available for allocation on a proportionate basis to Mutual Funds; and (b) 97,500 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.
Mode of Allotment	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.	Compulsorily in dematerialized form.
Bid/ Allotment Lot	[●] equity shares and in multiples of [●] equity shares	[●] equity shares and in multiples of [●] equity shares	[●] equity shares and in multiples of [●] equity shares
Trading Lot	One Equity Share	One Equity Share	One Equity Share
Who can Apply **	Public financial institutions,	Resident Indian	Individuals (including

	QIBs#	Non-Institutional Bidders	Retail Individual Bidders
	as specified in Section 4A of the Companies Act: scheduled commercial banks, mutual funds, foreign institutional investors registered with SEBI, multilateral and bilateral development financial institutions, foreign venture capital funds registered with SEBI, State Industrial Development Corporations, permitted insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with minimum corpus of Rs. 2500 Lacs and pension funds with minimum corpus of Rs. 2500 Lacs in accordance with applicable law, 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, insurance funds set up and managed by army, navy or air force of the Union of India.	individuals, HUFs (in the name of karta), companies, corporate bodies, societies and trusts.	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.
Terms of Payment***	Margin Amount applicable to QIB Bidders shall be payable at the time of submission of Bid cum Application Form to the members of the Syndicate or the Application Supported by Blocked Amount to SCSBs.	Margin Amount applicable to Non - Institutional Bidders shall be payable at the time of submission of Bid cum Application Form to the members of the Syndicate or the Application Supported by Blocked Amount to SCSBs.	Margin Amount applicable to Retail Individual Bidders shall be payable at the time of submission of Bid cum Application Form to the members of the 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. The Issue is being made through a 100% Book Building Process wherein at least 50% of the Issue shall be allotted on a proportionate basis to QIBs. 5% of the Issue in the QIB Portion shall be available for allocation on a proportionate basis to Mutual Funds. The remainder shall be available for allotment on a proportionate basis to QIBs, including Mutual Funds, subject to valid Bids being received at or above the Issue Price. If at least 50% of the Issue cannot be allotted to QIBs, then the entire application money will be refunded. Further, up to 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and up to 35% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price. If the aggregate demand from Mutual Funds is less than 97,500 Equity Shares, the balance Equity Shares available for Allotment in the Mutual Fund Portion will be added to the QIB Portion and be allocated proportionately to the QIB Bidders in proportion to their Bids.

Under-subscription, if any, in the Non-institutional and Retail portion, would be allowed to be met with spill-over from any other category or combination at the sole discretion of the Company in consultation with the BRLMs.

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

*** In case of ASBA bidders, the SCSB shall be authorised to block such funds in the bank account of the ASBA bidder that are specified in the Bid cum ASBA Form.

If the aggregate demand by Mutual Funds is less than 97,500 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 Book Runners, reserves the right not to proceed with the Issue at any time after the Bid/Issue Opening Date but before the Board meeting for Allotment, without assigning any reason there for. Notwithstanding the foregoing, the Issue is also subject to obtaining (i) the final listing and trading approvals of the Stock Exchanges, which the Company shall apply for after Allotment and (ii) the final RoC acknowledgement of the Prospectus after it is filed with the RoC. Under the SEBI Guidelines, QIBs are not allowed to withdraw their Bids after the Bid/Issue Closing Date. If the Company does not receive minimum subscription of 90% of the Issue size, including devolvement of the members of the syndicate, the Company shall forthwith refund the entire subscription amount received. In case, the Company receives minimum subscription but wishes to withdraw the Issue after Issue Opening but before allotment, the Company will give public notice giving reasons for withdrawal of Issue. The Public Notice will appear in an English national newspaper, a Hindi national newspaper and one regional language newspaper with wide circulation.

Letters of Allotment or Refund Orders

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.

Interest in case of delay in dispatch of Allotment Letters/Refund Orders

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI Guidelines, the Company undertakes that:

- Allotment shall be made only in dematerialized form within 9 days from the Bid/Issue Closing Date;
- Dispatch of refund orders shall be done within 10 days from the Bid/Issue Closing Date; and
- The Company shall pay interest at 15% per annum, if Allotment is not made, refund orders are not dispatched to the applicant or if, in a case where the refund or portion thereof is made in electronic mode/manner, the refund instructions have not been given to clearing members and/or demat credits are not made to investors within the 7 day time period prescribed above.

The Company will provide adequate funds required for dispatch of refund orders or Allotment advice to the Registrar.

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, except where the refund or portion thereof is made in electronic mode/manner. Bank charges, if any, for encashing such cheques, pay orders or demand drafts at other centers will be payable by the Bidders.

Bid/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 and Non- Institutional Bidders where the Bid Amount is in excess of Rs. 100,000 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 where the Bid Amount is up to Rs. 100,000. 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 ICDR 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

BOOK BUILDING PROCEDURE

The Issue is being made through the 100% Book Building Process wherein atleast 50% of the Issue will be allocated on a proportionate basis to Qualified Institutional Buyers (“QIBs”), out of which 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 all QIBs, including Mutual Funds, subject to valid Bids being received from them at or above the Issue Price. Further not less than 15% of the Issue shall be available for allocation on a proportionate basis to Non-Institutional Bidders and not less than 35% of the Issue shall be available for allocation on a proportionate basis to Retail Individual Bidders, subject to valid Bids being received at or above the Issue Price.

Bidders are required to submit their Bids through the members of the Syndicate. ASBA investors intending to subscribe to the issue shall submit a complete ASBA form to the designated branch of the SCSB. The company, in consultation with the BRLMs reserve the right to reject any QIB Bid procured by any or all members of the Syndicate provided the rejection is at the time of receipt of such Bids and the reason for rejection of the Bid is communicated to the Bidder at the time of rejection of the Bid. In the cases of Non-Institutional Bidders and Retail Individual Bidders, the Company will have a right to reject the Bids only on technical grounds.

BID CUM APPLICATION FORM

Bidders shall only use the specified Bid cum Application Form, bearing the stamp of a member of the Syndicate for the purpose of making a Bid in terms of the Draft Red Herring Prospectus. The Bidders shall have the option to make a maximum of three Bids in the Bid cum Application Form and such options shall not be considered as multiple Bids. Upon the allotment of Equity Shares, dispatch of the CAN, and filing of the Prospectus with the ROC, the Bid cum Application Form shall be considered as the Application Form. Upon completing and submitting the Bid cum Application Form to a member of the Syndicate, the Bidder is deemed to have authorized the Company to make the necessary changes in the Draft Red Herring Prospectus and the Bid cum Application Form as would be required for filing the Prospectus with the ROC and as would be required by the ROC after such filing, without prior or subsequent notice of such changes to the Bidder.

The prescribed colour of the Bid cum Application Form for various categories is as follows:

Category	Color of Bid cum Application Form
Resident Indians, Eligible NRIs applying on a non-repatriation basis	White
Eligible NRIs and FIIs applying on a repatriation basis	Blue
ASBA Form	ASBA - White

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;
- 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 Members

The BRLM and Syndicate Members 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 Members 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 97,500 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. The 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 the post-Issue paid-up capital of the Company. 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 the 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.

Bids by ASBA Investor

For ASBA process, please refer section "ASBA Process" in this Draft Red Herring Prospectus.

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 Net 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 100% of the bid 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 Red Herring Prospectus.

Information for the Bidders:

1. The Company will file the Red Herring Prospectus with the Designated Stock Exchange at least 3 (three) days before the Bid/Issue Opening Date.
2. The Company and the BRLMs 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, Hindi and Tamil). 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.
3. The members of the Syndicate will circulate copies of the Red Herring Prospectus along with the Bid cum Application Form to potential investors.
4. Any investor (who is eligible to invest in our Equity Shares) who would like to obtain the Red Herring Prospectus and/ or the Bid cum Application Form can obtain the same from our Head Office or from any of the members of the Syndicate and should approach any of the BRLM or Syndicate Members or their authorized agent(s) to register their bids.
5. The Members of the Syndicate shall accept Bids from the Bidders during the Issue Period in accordance with the terms of the Syndicate Agreement.
6. The Bids should be submitted on the prescribed Bid cum Application Form only. Bid cum Application Forms should bear the stamp of the members of the Syndicate. Bid cum Application Forms, which do not bear the stamp of the members of the Syndicate, will be rejected.
7. For ASBA process, please refer section "ASBA Process" in the Red Herring Prospectus.
8. The Bidding/ Issue Period shall be for a minimum of 3 (three) working days and not exceeding 7 (seven) working days. In case the Price Band is revised, the revised Price Band and the Bidding/ Issue Period will be published in two weekly circulated national newspapers (one each in English and Hindi) and the Bidding/ Issue Period may be extended, if required, by an additional 3 (three) days, subject to the total Bidding/ Issue Period not exceeding 10 (ten) working days.
9. The Price Band has been fixed at Rs. [●]/- to Rs. [●]/- per Equity Share of Rs. 10 each, Rs. [●]/- being the lower end of the Price Band and Rs. [●]/- being the higher end of the Price Band. The Bidders can bid at any price with in the Price Band, in multiples of Re.1 (One)
10. The Company in consultation with the BRLM, reserve the right to revise the Price Band, during the Bidding/ Issue Period, in accordance with SEBI Regulations. The higher end of the Price Band should not be more than 20% of the lower end of the Price Band. Subject to compliance with the immediately preceding sentence, the lower end of the Price Band can move up or down to the extent of 20% of the lower end of the Price Band disclosed in the Red Herring Prospectus.
11. In case of revision in the Price Band, the Bidding/ Issue Period will be extended for 3 (three) additional working days after revision of Price Band subject to a maximum of 10 (ten) working days. Any revision in the Price Band and the revised Bidding/ Issue Period, if applicable, will be widely disseminated by notification to BSE and NSE, by issuing a public notice in three widely circulated newspapers (one each in English and Hindi) with wide circulation, and also by indicating the change on the websites of the BRLM and at the terminals of the Syndicate Members.
12. The Company in consultation with the BRLM, can finalize the Issue Price within the Price Band without the prior approval of, or intimation, to the Bidders.

Method and Process of Bidding

1. Each Bid cum Application Form will give the Bidder the choice to bid for up to three optional prices (for details refer to the paragraph titled "Bids at Different Price Levels and Revision of Bids" on page 164 of this Red Herring Prospectus) within the Price Band and specify the demand (i.e., the number of Equity Shares Bid for) in each option. The price and demand options submitted by the Bidder in the Bid cum Application Form will be treated as optional demands from the Bidder and will not be cumulated. After determination of the Issue Price, the maximum number of Equity Shares Bid for by a Bidder at or above the Issue Price will be considered for allocation/ Allotment and the rest of the Bid(s), irrespective of the Bid Price, will become automatically invalid.
2. The Bidder cannot Bid on another Bid cum Application Form after Bid(s) on one Bid cum Application Form have been submitted to any member of the Syndicate. Submission of a second Bid cum Application Form to either the same or to another member of the Syndicate will be treated as multiple Bids and is liable to be rejected either before entering the Bid into the electronic bidding system, or at any point of time prior to the allocation or Allotment of Equity Shares in this Issue. However, the Bidder can revise the Bid through the Revision Form, the procedure for which is detailed under the paragraph titled "Bids at Different Price Levels and Revision of Bids" on page 164 of this Red Herring Prospectus.
3. The members of the Syndicate will enter each Bid option into the electronic bidding system as a separate Bid and generate a Transaction Registration Slip ("TRS") for each price and demand option and give the same to the Bidder. Therefore, a Bidder can receive up to three TRSs for each Bid cum Application Form.
4. During the Bidding/Issue Period, Bidders may approach the members of the Syndicate to submit their Bid. Every member of the Syndicate shall accept Bids from all clients/investors who place orders through them and shall have the right to vet the Bids, subject to the terms of the Syndicate Agreement and this Red Herring Prospectus.
5. Along with the Bid cum Application Form, all Bidders will make payment in the manner described under the paragraph titled "Terms of Payment and Payment into the Escrow Accounts" on page 171 of this Red Herring Prospectus.
6. For ASBA Process, please refer section "ASBA Process" on page no. 184 of this Red Herring Prospectus.

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 and 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 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 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

1. The Members of the Syndicate will register the Bids using the on-line facilities of the BSE and the NSE. There will be at least one on-line connectivity in each city, where a stock exchange is located in India and where Bids are being accepted.

2. The BSE and the NSE will offer a screen-based facility for registering Bids for the Issue. This facility will be available on the terminals of the Members of the Syndicate and their authorized agents during the Bidding/Issue Period. The members of the Syndicate 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 Members of the Syndicate shall upload the Bids until such time as may be permitted by the Stock Exchanges.
3. The aggregate demand and price for Bids registered on the electronic facilities of the BSE and the NSE will be uploaded on a regular basis, consolidated and displayed on-line at all bidding centres and the website of BSE and NSE. A graphical representation of consolidated demand and price would be made available at the bidding centres during the Bidding/ Issue Period.
4. At the time of registering each Bid, the members of the Syndicate shall enter the following details of the investor in the on-line system:
 - Name of the investor
 - Investor category – Individual, Corporate, Eligible NRI, FII or Mutual Fund, QIBs, etc;
 - Numbers of Equity Shares bid for;
 - Bid price;
 - Bid cum Application Form number;
 - Whether Margin Amount has been paid upon submission of Bid cum Application Form
 - Depository Participant identification number and client identification number of the beneficiary account of the Bidder.
5. A system generated TRS will be given to the Bidder as a proof of the registration of each of the bidding options. It is the Bidder's responsibility to obtain the TRS from the members of the Syndicate. The registration of the Bid by the member of the Syndicate does not guarantee that the Equity Shares shall be allocated/ Allotted either by the members of the Syndicate or our Company.
6. Such TRS will be non-negotiable and by itself will not create any obligation of any kind.
7. In case of QIB bidders, members of the syndicate also have the right to accept the bid or reject it. However, such rejection should 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, Retail Individual Bidders, Bids would not be rejected except on the technical grounds mentioned on page 174 and for ASBA bidders on page no. 193 of this Red Herring Prospectus.
8. It is also to be distinctly understood that the approval given by the BSE and the NSE to use their network and software of the online IPO system should not in any way be deemed or construed that this Red Herring Prospectus has been cleared or approved by the BSE and NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Red Herring Prospectus; nor does it warrant that our Equity Shares will be listed or will continue to be listed on the BSE and NSE.
9. Only bids that are uploaded on the online IPO system of the NSE and BSE shall be considered for allocation/ Allotment. In case of discrepancy of data between the BSE or the NSE and the members of the Syndicate, the decision of the BRLM based on the physical records of the Bid cum Application Forms shall be final and binding on all concerned.

Bids and revisions of Bids must be:

1. Made only in the prescribed Bid cum Application Form or Revision Form, as applicable (white colour for Resident Indians and blue colour for NRIs and FIIs applying on repatriation basis).

2. 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.
3. For Retail Individual Bidders, the Bid must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter subject to a maximum Bid Amount of Rs. 100,000.
4. For Non-Institutional Bidders and QIB Bidders, Bids 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. Bids cannot be made for more than the Issue size. Bidders are advised to ensure that a single Bid from them should not exceed the investment limits or maximum number of shares that can be held by them under the applicable laws and regulations.
5. Bids by NRIs for a Bid Price of up to Rs. 100,000 would be considered under the Retail Portion for the purpose of allocation and Bids for a Bid Price of more than Rs. 100,000 would be considered under Non-Institutional Portion for the purpose of allocation.
6. Bids by other eligible Non Resident Bidders for a minimum of such number of Equity Shares and in multiples of [●] Equity Shares thereafter that the Bid Price exceeds Rs. 100,000.
7. Bids by Non Residents, NRIs, FIIs and Foreign Venture Capital Funds registered with SEBI on a repatriation basis shall be in the names of individuals, or in the names of FIIs but not in the names of minors, OCBs, firms and partnerships, foreign nationals (excluding NRIs) or their nominees.
8. In single name or in joint names (not more than three, and in the same order as their Depository Participant details).
9. Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

GENERAL INSTRUCTIONS

Do's:

- a. Check if you are eligible to apply;
- b. Read all the instructions carefully and complete the applicable Resident Bid cum Application Form (White in colour) or Non Resident Bid cum Application Form (Blue in colour);
- c. Ensure that the details about Depository Participant and beneficiary account are correct as Allotment of Equity Shares will be in the DEMATERIALIZED form only;
- d. Ensure that the Bids are submitted at the bidding centres only on forms bearing the stamp of a member of the Syndicate;
- e. Ensure that have been given a TRS for all your Bid options;
- f. Submit revised Bids to the same member of the Syndicate through whom the original Bid was placed and obtain a revised TRS;
- g. Each of the Bidders, should mention his/ her Permanent Account Number (PAN) allotted under the IT Act;
- h. Ensure that the Demographic Details (as defined herein below) are updated, true and correct in all respects; and
- i. 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 Price to less than the lower end of the Price Band or higher than the higher end of the Price Band;
- c. Do not Bid on another Bid cum Application Form after you have submitted a Bid to the members of the Syndicate;
- d. Do not pay the Bid Price 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 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 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;
- h. Do not submit the Bid without the QIB Margin Amount, in case of a Bid by a QIB;
- i. Do not mention the GIR number instead of the PAN as the Bid is liable to be rejected on this ground.

Instructions for Completing the Bid cum Application Form

Bidders can obtain Bid cum Application Forms and/or Revision Forms from the members of the Syndicate. For ASBA process, please refer section "ASBA Process" in this Red Herring Prospectus.

Bidder's Depository Account and Bank Account Details

Bidders should note that on the basis of name of the Bidders, Depository Participant's name, Depository Participant-Identification number and Beneficiary Account Number provided by them in the Bid cum Application Form, the Registrar to the Issue will obtain from the Depository the demographic details including address, Bidders bank account details, MICR code and occupation (hereinafter referred to as "Demographic Details"). Since the Issue is being made entirely in the dematerialized form, the Bank Account details used for giving refunds to the Bidders to whom an electronic refund is being made will also be taken from the data provided by such Bidder to the Depository Participant. 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 at the Bidders sole risk and neither the BRLM or the Registrar or the Escrow Collection Banks nor the Bank 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 DEMATERIALIZED 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 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 Draft 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 favouring 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: [●]
5. 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.
6. 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.
7. 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.

8. The monies deposited in the Escrow Account will be held for the benefit of the Bidders (other than ASBA Bidders) till the Designated Date.

9. 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.

10. 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.

11. 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/ stockinvest/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 members of the Syndicate at the time of submission of the Bid.

Separate receipts shall not be issued for the money payable on the submission of Bid cum Application Form or Revision Form. However, the collection centre of the members of the Syndicate will acknowledge the receipt of the Bid cum Application Forms or Revision Forms by stamping and returning to the Bidder the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Bid cum Application Form for the records of the Bidder.

An ASBA investor shall submit an ASBA physically or electronically through the internet banking facility, to the SCSB with whom the bank account to be blocked, is maintained. For further details pertaining to ASBA process, please refer section "ASBA Process" in this Red Herring Prospectus.

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 this regard, the procedures which would be followed by the Registrar to the Issue to detect multiple applications are given below:

1. All applications with the same name and age 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/GIR numbers. In cases where the PAN/GIR numbers are different, the same will be deleted from this master.
3. The Registrar to the Issue will obtain, from the depositories, details of the applicant's address based on the DP ID and Beneficiary Account Number provided in the Bid cum Application Form and create an address master.
4. The addresses of all these 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 applications with same name and same address will be treated as multiple applications.
5. The applications will be scanned for similar 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.
6. Subsequent to the aforesaid procedures, a print out of the multiple master will be taken and the applications physically verified to tally signatures as also father's/husband's names. On completion of this, applications will finally be identified as multiple applications.

In case of a mutual fund, a separate Bid can be made in respect of each scheme of the mutual funds registered with SEBI and such Bids in respect of more than one scheme of the mutual funds will not be treated as multiple Bids provided that the Bids clearly indicate the scheme for which the Bid has been made.

The Company, in consultation with the BRLM, reserves the right to reject, in its absolute discretion, all or any multiple Bids in any or all categories.

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.

Our Right to Reject Bids

In case of QIB Bidders, the Company in consultation with the BRLM may reject Bids provided that the reasons for rejecting the same shall be provided to such Bidder in writing. In case of Non-Institutional Bidders and Retail Individual Bidders, our Company has a right to reject Bids based on technical

grounds. Consequent refunds shall be made by cheque or pay order or draft and will be sent to the Bidder's address at the Bidder's risk.

GROUNDS FOR TECHNICAL REJECTIONS

Bidders are advised to note that Bids are liable to be rejected inter alia on the following technical grounds:

- a) Amount paid does not tally with the amount payable for the highest value of Equity Shares Bid for;
- b) Bank account details (for refund) are not given;
- c) 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;
- d) Bids by persons not competent to contract under the Indian Contract Act, 1872 including minors and insane persons;
- e) PAN not stated. See the section titled "Issue Procedure - PAN or GIR Number" beginning on page 173 of this Red Herring Prospectus;
- f) GIR number furnished instead of PAN;
- g) Bids for lower number of Equity Shares than specified for that category of investors;
- h) Bids at a price less than lower end of the Price Band;
- i) Bids at a price more than the higher end of the Price Band;
- j) Bids at Cut-off Price by Non-Institutional and QIB Bidders whose Bid Amount exceeds Rs.100,000;
- k) Bids for number of Equity Shares, which are not in multiples of [●];
- l) Category not ticked;
- m) Multiple Bids as defined in this Red Herring Prospectus;
- n) In case of Bid under power of attorney or by limited companies, corporate, trust etc., relevant documents are not submitted;
- o) Bids accompanied by Stockinvest/ money order/postal order/cash;
- p) Signature of sole and/or joint Bidders missing;
- q) Bid cum Application Form does not have the stamp of the BRLM or the Syndicate Members;
- r) Bid cum Application Form does not have the Bidder's depository account details;
- s) Bid cum Application Form is not delivered by the Bidder within the time prescribed as per the Bid cum Application Forms, Bid/ Issue Opening Date advertisement and the Red Herring Prospectus and as per the instructions in this Red Herring Prospectus and the Bid cum Application Forms;
- t) 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 account number;
- u) Bids for amounts greater than the maximum permissible amounts prescribed by the regulations;
- v) Bids by QIBs not submitted through members of the Syndicate;
- w) Bids in respect where the Bid cum Application form do not reach the Registrar prior to the finalisation of the basis of allotment;
- x) Bids where clear funds are not available in Escrow Accounts as per final certificate from the Escrow Collection Banks;
- y) Bids by OCBs;
- z) Bids by U.S. persons, other than "qualified institutional buyers" as defined in Rule 144A under the Securities Act or other than in reliance on Regulation S under the Securities Act; and

- aa) Bids by persons outside India if not in compliance with applicable foreign and Indian laws or by any persons who are not eligible to acquire Equity Shares of our Company, in terms of all applicable laws, rules, regulations, guidelines and approvals.
- bb) Bids through ASBA process by Non-institutional Bidders

Price Discovery and Allocation

1. After the Bid/Issue Closing Date, the BRLM shall analyze the demand generated at various price levels and discuss pricing strategy with the Company.
2. Our Company in consultation with the BRLM, shall finalize the Issue Price, the number of Equity Shares to be allotted in each investor category.
3. The allocation to QIBs will be for atleast 50% of the Issue and the availability for allocation to Non-Institutional and Retail Individual Bidders will be upto 15% and 35% of the Issue respectively, and, would be on proportionate basis, in the manner specified in the SEBI Regulations and this Red Herring Prospectus, in consultation with Designated Stock Exchange, subject to valid Bids being received at or above the Issue Price.
4. Under-subscription, if any, in any category would be met with spill over from any other category at the sole discretion of the Company in consultation with the BRLM. However, if the aggregate demand by Mutual Fund is less than [●] Equity Shares, the balance Equity Shares available for allocation in the Mutual Fund Portion will first be added to the QIB Portion and be allotted proportionately to the QIB Bidders. In the event that the aggregate demand in the QIB Portion has been met, under subscription, if any, would be allowed to be met with spill-over from any other category or combination of categories at the discretion of our Company and the Selling Shareholder, in consultation with the BRLM and the Designated Stock Exchange.

Under-subscription, if any, in any category, would be met with spill over from other categories at our sole discretion in consultation with the BRLM.

5. Allocation to Non-Residents, including Eligible NRI's, FIIs and FVCIs registered with SEBI, applying on repatriation basis will be subject to applicable law, rules, regulations, guidelines and approvals.
6. The BRLM, in consultation with us, shall notify the members of the Syndicate of the Issue Price and allocations to their respective Bidders, where the full Bid Amount has not been collected from the Bidders.
7. Our Company reserves the right to cancel the Issue any time after the Bid/Issue Opening Date without assigning any reasons whatsoever. In terms of the SEBI Regulations, QIB Bidders shall not be allowed to withdraw their Bid after the Bid/Issue Closing Date.
8. The allotment details shall be put on the website of the Registrar to the Issue.

Signing of Underwriting Agreement and Filing with the Designated Stock Exchange

- (a) We, the BRLM and the Syndicate Members shall enter into an Underwriting Agreement on finalization of the Issue Price and allocation/ Allotment to the Bidders.
- (b) After signing the Underwriting Agreement, we would update and file the updated Red Herring Prospectus with the Designated Stock Exchange, which then would be termed 'Prospectus'. The Prospectus would have details of the Issue Price, Issue size, underwriting arrangements and would be complete in all material respects.

Filing of the Prospectus with the Registrar of Companies

We will file a copy of the Prospectus with the Registrar of Companies in terms of Section 56, Section 60 and Section 60B of the Companies Act.

Announcement of pre-Issue Advertisement

Subject to Section 66 of the Companies Act, the Company shall after receiving final observations, if any, on the Red Herring prospectus from SEBI, publish an advertisement, in the form prescribed by the SEBI Regulations in three widely circulated newspapers (one each in English, Hindi & Marathi).

Advertisement regarding Issue Price and Prospectus

We will issue a statutory advertisement after the filing of the Prospectus with the RoC. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price. Any material updates between the date of the Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Designated Date and Allotment of Equity Shares

- (a) Our Company will ensure that the Allotment of Equity Shares is done within 9 days of the Bid/Issue Closing Date. After the funds are transferred from the Escrow Accounts to the Issue Account on the Designated Date, we would ensure the credit to the successful Bidders depository account. Allotment of the Equity Shares to the successful Bidders depository account within 2 working days of the date of allotment.
- (b) In accordance with the SEBI Regulations, Equity Shares will be issued and Allotment shall be made only in the dematerialized form to the Allottees.
- (c) Allottees will have the option to re-materialize the Equity Shares, if they so desire, as per the provisions of 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.

Equity Shares in Dematerialized Form with NSDL or CDSL

As per the provisions of Section 60B of the Companies Act, the Allotment of Equity Shares in this Issue shall be only in a dematerialized form (i.e., not in the form of physical certificates but the fungible and be represented by the statement issued through the electronic mode).

In this context, two agreements have been signed among the Company, the respective Depositories and the Registrar to the Issue:

- a) Agreement dated December 23, 2009 with NSDL, the Company and the Registrar to the Issue;
- b) Agreement dated January 14, 2010 with CDSL, the Company and the Registrar to the Issue.
- c) The ISIN no. allotted to the company is INE743K01016.

All bidders can seek Allotment only in dematerialized 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 Participant 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 or CDSL. All the Stock Exchanges where our Equity Shares are proposed to be listed have electronic connectivity with NSDL and CDSL.
- h) The trading of the Equity Shares of the Company would be in dematerialized form only for all investors in the demat segment of the respective Stock Exchanges.

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.

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 Net 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 Net Issue size less Allotment to QIBs and Retail Portion shall be available for Allotment to Non-Institutional Bidders who have bid in the Issue at a price that is equal to or greater than the Issue Price.
- If the aggregate demand in this category is less than or equal to [●] 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 QIB Bidders

- 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 up to 5% of the QIB Portion shall be determined as follows:
 - (i) In the event that Mutual Fund Bids exceeds 5% of the QIB Portion, allocation to Mutual Funds shall be done on a proportionate basis for up to 5% of the QIB Portion.
 - (ii) In the event that the aggregate demand from Mutual Funds is less than 5% of the QIB Portion, then all Mutual Funds shall get full Allotment to the extent of valid bids received above the Issue Price.
 - (iii) Equity Shares remaining unsubscribed, if any, not allocated to Mutual Funds shall be available to all QIB Bidders as set out in (b) below;
 - (b) In the second instance, 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 upto 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 be upto [●] Equity Shares.

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.

Method of Proportionate Basis of Allotment in the Issue

In the event the Issue is over-subscribed, the basis of Allotment shall be finalized by the Company 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 the Registrar to the Issue shall be responsible for ensuring that basis of allotment is finalized 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 categorized according to the number of Equity Shares applied for by them.
- (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 portion 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 market 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 Bidders 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 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.

PAYMENT OF REFUND

Applicants should note that on the basis of name of the Applicant, Depository Participant's name, Depository Participant-Identification number and Beneficiary Account Number provided by them in the Application Form, the Registrar to the Issue will obtain from the Depository the applicants bank account details including nine digit MICR code. Hence, Applicants are advised to immediately update their bank account details as appearing on the records of the depository participant. Please note that failure to do so could result in delays in credit of refunds to applicants at his/her sole risk and neither the Lead Manager to the Issue nor the Bank shall have any responsibility and undertake any liability for the same.

The payment of refund, if any, would be done through various modes in the following order of preference:

I. ECS - Payment of refund shall be undertaken through ECS for applicants having an account at any of the following 68 centers: Ahmedabad, Bangalore, Bhubaneswar, Kolkata, Chandigarh, Chennai, Guwahati, Hyderabad, Jaipur, Kanpur, Mumbai, Nagpur, New Delhi, Patna, Thiruvananthapuram (managed by RBI); Baroda, Dehradun, Nashik, Panaji, Surat, Trichy, Trichur, Jodhpur, Gwalior, Jabalpur, Raipur, Calicut, Siliguri (Non-MICR), Pondicherry, Hubli, Shimla (Non-MICR), Tirupur, Burdwan (Non-MICR), Durgapur (Non-MICR), Sholapur, Ranchi, Tirupati (Non-MICR), Dhanbad (Non-MICR), Nellore (Non-MICR) and Kakinada (Non-MICR) (managed by State Bank of India); Agra, Allahabad, Jalandhar, Lucknow, Ludhiana, Varanasi, Kolhapur, Aurangabad, Mysore, Erode, Udaipur, Gorakpur and Jammu (managed by Punjab National Bank); Indore (managed by State Bank of Indore); Pune, Salem and Jamshedpur (managed by Union Bank of India); Visakhapatnam (managed by Andhra Bank); Mangalore (managed by Corporation Bank); Coimbatore and Rajkot (managed by Bank of Baroda); Kochi/Ernakulum (managed by State Bank of Travancore); Bhopal (managed by Central Bank of India); Madurai (managed by Canara Bank); Amritsar (managed by Oriental Bank of Commerce); Haldia (Non-MICR) (managed by United Bank of India); Vijaywada (managed by State Bank of Hyderabad); and Bhilwara (managed by State Bank of Bikaner and Jaipur). 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. One of the methods for payment of refund is through ECS for applicants having a bank account at any of the abovementioned 68 centers.

II. Direct Credit – Applicants having bank accounts with the Refund Banker(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 the Bank.

III. RTGS – Applicants having a bank account at any of the above mentioned fifteen centers and whose refund amount exceeds Rs. 1 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 ECS. Charges, if any, levied by the Refund Bank(s) for the same would be borne by the Bank. Charges, if any, levied by the applicant's bank receiving the credit would be borne by the applicant.

IV. NEFT (National Electronic Fund Transfer) – 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 MICR, if any, available to that particular bank branch. IFSC Code will be obtained from the website of RBI as on date immediately prior to the date of payment of refund, duly mapped with MICR numbers. Whenever 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.

V. For all other applicants, including those who have not updated their bank particulars with the MICR code, the refund orders will be dispatched "Under Certificate of Posting" for value upto Rs. 1,500 and through Speed Post/Registered Post for refund orders of Rs. 1500 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 centers will be payable by the Bidders.

Letters of Allotment or Refund Orders

The Company shall give credit to the beneficiary account with depository participants within two working days from the date of the finalisation of basis of allotment. Applicants residing at fifteen centres where clearing houses are managed by the RBI, will get refunds through ECS only except where applicant is otherwise disclosed as eligible to get refunds through direct credit and RTGS. Our Company shall ensure 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 through ordinary post, intimating them about the mode of credit of refund within fifteen days of closure of Bid / Issue.

In accordance with the Companies Act, the requirements of the Stock Exchanges and the SEBI (ICDR) Regulations, 2009, our Company further undertakes that:

- Allotment of Equity Shares will be made only in dematerialised form within 10 days from the Bid/Issue Closing Date; and
- We shall pay interest at 15% per annum (for any delay beyond the 10 day time period as mentioned above), if Allotment is not made, refund orders are not dispatched and/or dematerialised credits are not made to investors within the 10 day time prescribed above.

The Company will provide adequate funds required for dispatch of refund orders or allotment advice to the Registrar to the Issue.

Refunds will be made by cheques, pay-orders or demand drafts drawn on a bank appointed by our Company as a Refund Bank and payable at par at places where Bids are received. Bank charges, if any, for encashing such cheques, pay orders or demand drafts at other centres will be payable by the Bidders.

Mode of making refunds for Applications Supported by Blocked Amount

Once the basis of allotment is finalized, the Registrar to the Issue shall send an appropriate request to the SCSB for unblocking the relevant bank accounts.

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 15 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.

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.

The Board of Directors also certifies that:

- the utilization of monies received shall be disclosed under an appropriate head in the balance sheet of the issuer company, indicating the purpose for which such monies have been utilized and,
- the details of all monies out of the funds received shall be disclosed under a separate head in the balance sheet of the issuer company, indicating the form in which such monies have been invested.

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. In the Company, as of date the aggregate FII holding cannot exceed 24% of the total post-Issue share capital.

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 in case such sub account is a foreign corporate or an individual. The aggregate FII holding should not exceed 24% of the total issued capital of our company.

The above information is given for the benefit of the Bidders. The Company and the BRLM are not liable for any amendments or modification or changes in applicable laws or regulations, which may happen after the date of this Red Herring Prospectus. Bidders are advised to make their independent investigations and ensure that the number of Equity Shares bid for do not exceed the applicable limits under laws or regulations.

ISSUE PROCEDURE FOR ASBA BIDDERS

This section is for the information of investors proposing to subscribe to the Issue through the ASBA process. Our Company and the BRLMs are not liable for any amendments, modifications, or changes in applicable laws or regulations, which may occur after the date of this RHP. ASBA

Bidders are advised to make their independent investigations and to ensure that the ASBA Form is correctly filled up, as described in this section.

The list of banks who have been notified by SEBI to act as SCSB for the ASBA Process are provided on www.sebi.gov.in. For details on designated branches of SCSB collecting the ASBA Form, please refer the above-mentioned SEBI website.

ASBA Process

An ASBA investor, intending to subscribe to a public issue, shall submit a completed ASBA form to a Self Certified Syndicate Bank (SCSB), with whom the bank account to be blocked, is maintained, through one of the following modes -

- i) Submit the form physically with the Designated Branches (DBs) of the SCSB ("Physical ASBA");
or
- ii) Submit the form electronically through the internet banking facility offered by the SCSB ("Electronic ASBA").

The SCSB shall give an acknowledgement by giving the counter foil or specifying the application number to the ASBA investor, as a proof of having accepted his/ her ASBA, in a physical or electronic mode respectively.

If the bank account specified in the ASBA does not have sufficient credit balance to meet the application money, the ASBA shall be rejected by the SCSB.

- i) After accepting a Physical ASBA, the SCSB shall block funds available in the bank account specified in the Physical ASBA, to the extent of the application money specified in the ASBA. The SCSB shall then capture and upload the relevant details in the electronic bidding system as specified by the stock exchange(s) for a particular issue.
- ii) In case of an Electronic ASBA, the ASBA investor himself/ herself shall fill in all the relevant details, except the application number which shall be system generated. The SCSB shall thereafter upload all the details specified by the stock exchange(s).

The SCSB (Controlling Branch (CB) or DBs) shall provide Transaction Registration Slip(s)/ Order number(s), confirming upload of ASBA details in the electronic bidding system of the stock exchange. The Transaction Registration Slip(s)/ Order number(s) shall be provided to the ASBA investor as a proof of uploading the details of ASBA, only on demand.

In case an ASBA investor wants to withdraw his/ her ASBA during the bidding/ offer period, he/ she shall submit his/ her withdrawal request to the SCSB, which shall do the necessary, including deletion of details of the withdrawn ASBA from the electronic bidding system of the stock exchange(s) and unblocking of funds in the relevant bank account.

Stock exchange to allow SCSBs to undertake modification of selected fields in the bid details already uploaded. Registrar to get the electronic bid details from the stock exchanges at the end of the day.

The SCSB shall send investor category-wise the following aggregate information as per the format specified by the Registrar to the issue, to the registrar:

- (i) Total number of ASBAs uploaded by the SCSB
- (ii) Total number of shares and total amount blocked against the uploaded ASBAs.

The Registrar shall reconcile the compiled data received from the stock exchange(s) and all SCSBs (hereinafter referred to as the “reconciled data”).

The registrar shall then match the reconciled data with the depositories’ database for correctness of DP ID, Client ID and PAN. In case any DP ID, Client ID or PAN mentioned in the bid file for ASBAs does not match with the one available in the depositories’ database, such ASBA shall be rejected by the registrar.

In case an ASBA investor wants to withdraw his/her ASBA after the bid closing date, he/she shall submit the withdrawal request to the registrar. The registrar shall delete the withdrawn bid from the bid file.

The registrar shall reject multiple ASBAs determined as such, based on common PAN.

The registrar shall finalise the basis of allotment and submit it to the Designated Stock Exchange for approval.

Once the basis of allotment is approved by the Designated Stock Exchange, the registrar shall provide the following details to the CB of each SCSB, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the issuer’s account designated for this purpose, within the timelines specified in the ASBA facility:

- (i) Number of shares to be allotted against each valid ASBA
- (ii) Amount to be transferred from the relevant bank account to the issuer’s account designated for this purpose, for each valid ASBA
- (iii) The date by which the funds referred to in sub-para (ii) above, shall be transferred to the issuer’s account designated for this purpose.
- (iv) Details of rejected ASBAs, if any, along with reasons for rejection and details of withdrawn/ unsuccessful ASBAs, if any, to enable SCSBs to unblock the respective bank accounts.

SCSBs shall unblock the relevant bank accounts for:

- (i) Transfer of requisite money to the issuer’s account designated for this purpose against each valid ASBA.
- (ii) Withdrawn/ rejected/ unsuccessful ASBAs.

The CB of each SCSB shall confirm the transfer of requisite money against each successful ASBA to the Registrar to the Issue.

Who can Bid?

As per SEBI Circular no.CIR/CFD/DIL/2/2010 dated April 06, 2010 the reach of ASBA has now been extended to all categories of investors.

Maximum and Minimum Bid Size for ASBA Bidders

c) **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.

d) **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 Net 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 100% of the bid 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 Red Herring Prospectus.

Information for the ASBA Bidders:

- The BRLM shall ensure that adequate arrangements are made to circulate copies of the Red Herring Prospectus and ASBA form to the SCSB's and the SCSB's will then make available such copies to investors applying under the ASBA process. Additionally, the BRLM shall ensure that the SCSB's are provided with soft copies of the abridged prospectus and the ASBA form and that the same are made available on the websites of the SCSB's
- ASBA Bidders, under the ASBA process, who would like to obtain the Red Herring Prospectus and/or the ASBA form can obtain the same from the Designated Branches of the SCSB's, or the BRLMs. ASBA Bidders can also obtain a copy of the abridged prospectus and/or the ASBA form in electronic form on the websites of the SCSB's.
- The Bids should be submitted on the prescribed ASBA form if applied in physical mode. SCSB's may provide the electronic mode of bidding either through an internet enabled bidding and banking facility or such other secured, electronically enabled mechanism for bidding and blocking funds in the accounts of the respective eligible investors.
- ASBA forms should bear the stamp of the Syndicate Member and/or Designated Branch of the SCSB.
- ASBA Bidders shall correctly mention the bank account number in the ASBA form and ensure that funds equal to the Bid Amount are available in the bank account maintained with the SCSB before submitting the ASBA form to the respective Designated Branch.
- If the ASBA Account holder is different from the ASBA Bidder, the ASBA form should be signed by the account holder as provided in the ASBA form.
- ASBA Bidders shall correctly mention their DP ID and Client ID in the ASBA form. For the purpose of evaluating the validity of Bids, the demographic details of ASBA Bidders shall be derived from the DP ID and Client ID mentioned in the ASBA form.

Mode of Payment

Upon submission of an ASBA form with the SCSB, whether in physical or electronic mode, each ASBA Bidder shall be deemed to have agreed to block the entire Bid Amount and authorized the Designated Branch of the SCSB to block the Bid Amount, in the bank account maintained with the SCSB. Bid Amounts paid in cash, by money order or by postal order or by stockinvest, or ASBA form accompanied by cash, draft, money order, postal order or any mode of payment other than blocked amounts in the SCSB bank accounts, shall not be accepted. After verifying that sufficient funds are

available in the ASBA Account, the SCSB shall block an amount equivalent to the Bid Amount mentioned in the ASBA form till the Designated Date. On the Designated Date, the SCSBs shall transfer the amounts allocable to the ASBA Bidders from the respective ASBA Account, in terms of the SEBI Regulations, into the ASBA Public Issue Account. The balance amount, if any against the said Bid in the ASBA Accounts shall then be unblocked by the SCSBs on the basis of the instructions issued in this regard by the Registrar to the Issue.

The entire Bid Amount, as per the Bid cum Application Form submitted by the respective ASBA Bidders, would be required to be blocked in the respective ASBA Accounts, whether in physical or electronic mode, until finalisation of the Basis of Allotment in the Issue and consequent transfer of the Bid Amount against allocated shares to the ASBA Public Issue Account, or until withdrawal/failure of the Issue or until rejection of the ASBA Bid, as the case may be.

Electronic registration of Bids by SCSB's

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 BRLMs, 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 BRLMs 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 Depository 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)	<ul style="list-style-type: none"> • Individual • corporate • other 	<ul style="list-style-type: none"> • Mutual Funds • Financial Institutions • Insurance companies • Foreign Institutional • Investors other than corporate and individual • sub-accounts

- Employee/shareholder (if reservation);
- DP ID and client identification number;
- Beneficiary account number of Equity Shares Bid for;
- Quantity;
- Bid Amount;
- 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 BRLMs 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, Bids will be rejected on technical grounds listed on page 174 and for ASBA process on page no 193. 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 BRLMs 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 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 BRLMs 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.

(l) Details of Bids in the Anchor Investor Portion will not be registered on the on-line facilities of the electronic facilities of the Stock Exchanges. However, Anchor Investors who use the ASBA facility will have to submit the ASBA Bid cum Application Form to the BRLMs along with a confirmation from the SCSBs that the Bid Amount has been blocked in their respective bank accounts in terms of the ASBA process. In the event such Bid Amount has not been blocked, the Anchor Investor's Bid shall be rejected.

Price Discovery and Allocation

After the Bid/Issue Closing Date, the Registrar to the Issue shall aggregate the demand generated under the ASBA process and which details are provided to them by the SCSBs with the Retail Individual Investor applied under the non ASBA process to determine the demand generated at different price levels.

Advertisement regarding Issue Price and Prospectus

After filing of the Prospectus with the RoC, a statutory advertisement will be issued by our Company in a widely circulated English national newspaper and a Hindi national newspaper of wide circulation and a regional language newspaper with wide circulation at the place where the registered office of the issuer is situated. This advertisement, in addition to the information that has to be set out in the statutory advertisement, shall indicate the Issue Price. Any material updates between the date of Red Herring Prospectus and the date of Prospectus will be included in such statutory advertisement.

Unblocking of ASBA Account

On the basis of instructions from the Registrar to the Issue, the SCSB's shall transfer the requisite amount against each successful ASBA Bidder to the ASBA Public Issue Account and shall unblock excess amount, if any in the ASBA Account. However, the Bid Amount may be unblocked in the ASBA Account prior to receipt of intimation from the Registrar to the Issue by the Controlling Branch of the SCSB regarding finalisation of the Basis of Allotment in the Issue, in the event of withdrawal/failure of the Issue or rejection of the ASBA Bid, as the case may be.

Allotment of Equity Shares

- (a) Our Company will ensure that the Allotment of Equity Shares is done within 9 days of the Bid/Issue Closing Date. After the funds are transferred from the bank account of the ASBA Bidders to the ASBA Public Issue Account on the Designated Date, to the extent applicable, our Company would ensure the credit of the Allotted Equity Shares to the depository accounts of all successful ASBA Bidders' within two working days from the date of Allotment.
- (b) As per the SEBI Regulations, Equity Shares will be issued, transferred and allotted only in the dematerialised form to the allottees. Allottees will have the option to re-materialise the Equity Shares so allotted, if they so desire, as per the provisions of the Companies Act and the Depositories Act.

GENERAL INSTRUCTIONS

Do's:

- a. Check if you are eligible to Bid under ASBA process.
- b. Ensure that you use the ASBA form specified for the purposes of ASBA process.
- c. Read all the instructions carefully and complete the ASBA form .
- d. Ensure that the details of your Depository Participant and beneficiary account are correct and that your beneficiary account is activated, as Equity Shares will be allotted in dematerialised form only.
- e. Ensure that your Bid is submitted at a Designated Branch of an SCSB, with a branch of which the ASBA Bidder or a person whose bank account will be utilized by the ASBA Bidder for bidding has a bank account and not to the Bankers to the Issue/Collecting Banks (assuming that such Collecting Bank is not a SCSB), to the Company or Registrar or or BRLM.
- f. Ensure that the ASBA form is signed by the account holder in case the applicant is not the account holder
- g. Ensure that you have mentioned the correct bank account No. in the ASBA form.
- h. Ensure that you have funds equal to the number of Equity Shares Bid for at Cut-off Price available in ASBA account maintained with the SCSB before submitting the ASBA form to the respective Designated Branch of the SCSB.
- i. Ensure that you have correctly checked the authorisation box in the ASBA form, or have otherwise provided an authorisation to the SCSB via the electronic mode, for the Designated Branch to block funds equivalent to the Bid Amount mentioned in the ASBA form in your ASBA Account maintained with a branch of the concerned SCSB.
- j. Ensure that you receive an acknowledgement from the Designated Branch of the concerned SCSB for the submission of your ASBA form.
- k. Ensure that you have mentioned your Permanent Account Number (PAN) allotted under the I.T. Act.
- l. Ensure that the name(s) and PAN given in the ASBA form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case the ASBA Bid 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 ASBA form.
- m. Ensure that the Demographic Details are updated, true and correct, in all respects.

Don'ts:

- a. Do not Bid for lower than the minimum Bid size.
- b. Do not Bid on another ASBA or Non-ASBA form after you have submitted
- c. Submit the Bid to a Designated Branch of the SCSB.
- d. Payment of Bid Amounts in any mode other than blocked amounts in the bank accounts maintained by SCSB's, shall not be accepted under the ASBA process.
- e. Do not send your physical ASBA form by post; instead submit the same to Designated Branch of the SCSB only.

- f. Do not mention the GIR number instead of the PAN Number.
- g. Do not instruct your respective banks to release the funds blocked in the bank account under the ASBA process.

Bids by ASBA Bidders must be:

- Made only in the prescribed ASBA form, if submitted in physical mode, or electronic mode.
- In single name or in joint names (not more than three, and in the same order as their Depository Participant details).
- Completed in full, in BLOCK LETTERS in ENGLISH and in accordance with the instructions contained herein, in the ASBA form.
- The Bids must be for a minimum of [●] Equity Shares and in multiples of [●] Equity Shares thereafter.
- Thumb impressions and signatures other than in the languages specified in the Eighth Schedule in the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.

ASBA Bidders depository account and bank details

ALL ASBA BIDDERS SHALL RECEIVE THE EQUITY SHARES ALLOTTED TO THEM IN DEMATERIALIZED FORM. ALL ASBA BIDDERS SHOULD MENTION THEIR DEPOSITORY PARTICIPANTS NAME, DEPOSITORY PARTICIPANT IDENTIFICATION NUMBER AND BENEFICIARY ACCOUNT NUMBER AND PAN IN THE ASBA FORM. ASBA BIDDERS MUST ENSURE THAT THE NAME AND PAN GIVEN IN THE ASBA FORM IS EXACTLY THE SAME AS THE NAME IN WHICH THE DEPOSITORY ACCOUNT IS HELD. IN CASE THE ASBA 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 ASBA FORM.

ASBA Bidders should note that on the basis of name of the ASBA Bidders, PAN, Depository Participant's name and identification number and beneficiary account number provided by them in the ASBA form, the Registrar to the Issue will obtain from the Depository, demographic details of the ASBA Bidders including address, ("Demographic Details"). Hence, ASBA Bidders should carefully fill in their Depository Account details in the ASBA form.

As these Demographic Details would be used for all correspondence with the ASBA Bidders they are advised to update their Demographic Details as provided to their Depository Participants. By signing the ASBA form, the ASBA Bidder is 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. CAN/Allocation advice and letters intimating unblocking of bank account of the respective ASBA Bidder would be mailed at the address of the ASBA Bidder as per the Demographic Details received from the Depositories. ASBA Bidders may note that delivery of CAN/Allocation advice or letters intimating unblocking of bank account may be delayed if the same once sent to the address obtained from the Depositories are returned undelivered. Note that any such delay shall be at the sole risk of the ASBA Bidders and neither of the Designated Branches of the SCSB's, the members of the Syndicate, or the Company shall be liable to compensate the ASBA Bidder for any losses caused to the ASBA Bidder due to any such delay or be liable to pay any interest for such delay. In case no corresponding record is available with the Depositories that matches three parameters, namely, names of the ASBA Bidders (including the order of names of joint holders), the DP ID and the beneficiary account number, then such Bids are liable to be rejected. ASBA Bidders are required to ensure that the beneficiary account is activated, as Equity Shares will be allotted in dematerialised form only.

Payment mechanism under ASBA

The ASBA Bidders shall specify the bank account number in the ASBA form and the SCSB shall block an amount equivalent to the application money in the bank account specified in the 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 the Issue to unblock the Bid Amount.

In the event of withdrawal or rejection of Bid cum Application Form or for unsuccessful Bid cum Application Forms, the Registrar to the Issue shall give instructions to the Controlling Branch of the SCSB to unblock the application money in the relevant bank account. 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 ASBA Public Issue Account, or until withdrawal/failure of the Issue or until rejection of the ASBA Bid, as the case may be.

ASBA Bids under Power of Attorney

In case of ASBA Bids made pursuant to a power of attorney, a certified copy of the power of attorney must be lodged along with the ASBA form. Failing this, our Company, in consultation with and BRLM, reserves the right to reject such ASBA Bids. Our Company, in its absolute discretion, reserves the right to relax the above condition of simultaneous lodging of the power of attorney along with the ASBA form, subject to such terms and conditions that we, in consultation with the BRLM may deem fit.

OTHER INSTRUCTIONS

Withdrawal of ASBA Bids

In case an ASBA Bidder wants to withdraw the ASBA form during the Bid/Issue Period, the ASBA Bidder shall submit the withdrawal request to the SCSB, which shall do the necessary, including deletion of details of the withdrawn ASBA from the electronic bidding system of the Stock Exchange(s) and unblocking of funds in the relevant bank account. In case an ASBA Bidder wants to withdraw the ASBA cum Application Form after the Bid Closing date, the ASBA Bidder shall submit the withdrawal request to the Registrar to the Issue before finalization of the Basis of Allotment. The Registrar to the Issue shall delete the withdrawn Bid from the Bid file. The instruction for and unblocking of funds in the relevant bank account, in such withdrawals, shall be forwarded by the Registrar to the Issue to the SCSB on finalization of the Basis of Allotment.

Joint ASBA Bids

ASBA Bids may be made in single or joint names (not more than three). In case of joint ASBA Bids, all communication will be addressed to the first Bidder and will be dispatched to his address.

Right to Reject ASBA Bids

The Designated Branches of the SCSB's 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 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. Further, in case any DP ID, Client ID or PAN mentioned in the ASBA form does not match with one available in the depository's database, such ASBA Bid shall be rejected by the Registrar to the Issue.

GROUNDINGS FOR TECHNICAL REJECTIONS UNDER THE ASBA PROCESS

1. In addition to the grounds listed under Grounds for Technical Rejection on page no.173 of this RHP, applications under the ASBA process are liable to be rejected on, *inter alia*, the following technical grounds:
2. Amount mentioned in the ASBA form does not tally with the amount payable for the value of Equity Shares Bid for;
3. Bids by persons not competent to contract under the Indian Contract Act, 1872, including minors and persons of unsound mind;
4. PAN not stated, or GIR number furnished instead of PAN. See Issue Procedure - PAN or GIR Number on page no. 173;
5. Bids for number of Equity Shares, which are not in multiples of [●];
6. Authorisation for blocking funds in the ASBA Bidder's bank account not ticked or provided;
7. Multiple Bids as defined in the Red Herring Prospectus;
8. In case of Bid under power of attorney, relevant documents are not submitted;
9. Signature of sole and/or joint Bidders missing in case of ASBA forms submitted in physical mode;
10. ASBA form does not have the stamp of the SCSB and/or a member of the Syndicate;
11. ASBA form does not have the Bidder's depository account details;
12. ASBA form is not delivered, either in physical or electronic form, by the Bidder within the time prescribed and as per the instructions provided in the ASBA form and the Red Herring Prospectus;
13. Inadequate funds in the ASBA Account to block the Bid Amount specified in the ASBA form at the time of blocking such Bid Amount in the ASBA Account;
14. 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), PAN, the DP ID and the beneficiary account number; and
15. If the ASBA Bid in the Issue is revised. Bidders are advised that ASBA Bids not uploaded in the electronic book of the Stock Exchanges, due to any of the grounds mentioned above, would be rejected.

COMMUNICATIONS

All future communication in connection with ASBA Bids made in this Issue should be addressed to the Registrar to the Issue quoting the full name of the sole or First ASBA Bidder, ASBA form number, details of Depository Participant, number of Equity Shares applied for, date of ASBA form, name and address of the Designated Branch of the SCSB where the ASBA Bid was submitted and bank account number in which the amount equivalent to the Bid amount was blocked. The Registrar to the Issue shall obtain the required information from the SCSB's for addressing any clarifications or grievances. The SCSB shall be responsible for any damage or liability resulting from any errors, fraud or wilful negligence on the part of any employee of the concerned SCSB, including its Designated Branches and the branches where the ASBA Accounts are held. The Company, the BRLM, the Syndicate Members and the Registrar accept no responsibility for errors, omissions, commission or any acts of SCSB's including any defaults in complying with its obligations under applicable SEBI Regulations.

ASBA Investors can contact the Compliance Officer, the Designated Branch of the SCSB where the ASBA form was submitted, or the Registrar to the Issue in case of any pre- or post-Issue related problems such as non-receipt of credit of Allotted Equity Shares in the respective beneficiary accounts, unblocking of excess Bid Amount, etc.

Disposal of Investor Grievances

All grievances relating to the ASBA process may be addressed to the Registrar to the Issue, with a copy to the SCSB, giving full details such as name, address of the applicant, number of Equity Shares applied for, Bid Amount blocked on application, bank account number and the Designated Branch or the collection centre of the SCSB where the Bid cum Application Form was submitted by the ASBA Bidders.

Basis of Allotment

Bids received from ASBA Bidders will be considered at par with Bids received from non-ASBA Bidders. The basis of allocation to such valid ASBA and non-ASBA Bidders will be that applicable to Retail Individual Bidders. For details, see section **Issue Procedure- Basis of Allotment** on page no.178 of this RHP.

SECTION VIII - OTHER INFORMATION

MAIN PROVISIONS OF ARTICLES OF ASSOCIATION OF THE COMPANY

SHARES AND CERTIFICATES

The Company shall keep a register of members in accordance with Section 150 and 151 of the Act, and the Companies (Issue of Share Certificates) Rules, 1960, and any modifications thereof. Every member who changes his name or address shall give notice of the change of name or address to the Company. The shares in the capital shall be numbered progressively according to their several denominations and except in the manner hereinbefore mentioned no share shall be sub-divided.

FURTHER ISSUE OF CAPITAL

- (1) Where at any 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 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 nearly as circumstance admits, to the capital paid up on those shares at that date;
 - (b) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time, not being less than fifteen days from the date of the offer, within which the offer if not accepted, will be deemed to have been declined;
 - (c) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) shall contain a statement of this right;
 - (d) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the company.
- (2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) 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 resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote, in person or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.
- (3) Nothing in sub-clause (c) of clause (1) hereof shall be deemed;
 - (a) To extend the time within which the offer should be accepted; or
 - (b) To authorise 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 has 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

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 the 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 loans.

NEW CAPITAL SAME AS ORIGINAL CAPITAL

Except so far so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares, shall be considered part of the initial capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender voting and otherwise.

RESTRICTIONS ON PURCHASE BY COMPANY OF ITS OWN SHARES

- (1) The Company shall not have the power to buy its own shares, unless the consequent reduction of capital is effected and sanctioned in accordance with Articles 13 and is accordance with Section 100 to 104 or Section 402 or other applicable provision (if any) of the Act.
- (2) Except to the context permitted by Section 77 or other applicable provision (if any) of the Act, the Company shall not give whether directly or indirectly and whether by means of a loan, guarantee the provision Security or otherwise any financial assistance for the purchase of or in connection with the purchase or subscription made or to be made by any person or any share in the Company.
- (3) Nothing in this Articles shall affect the right of the Company to redeemed any redeemable preference shares issued under these Articles or under Section 80 or other relevant provisions (if any) of the Act.

REDUCTION OF CAPITAL

The Company may subject to the provisions of Section 78, 80 and 100 to 105 and other applicable provisions (if any) of the Act, from time to time by special resolution reduce its capital and any capital redemption reserve account or any share premium account in any manner for the time being authorize by law, and in particular, capital may be paid off on the footing that it may be called up again or otherwise.

BUY BACK

The Company may buy back its paid up capital subject to any incidental or contingency authorized and consent required by law

SHARES AT THE DISPOSAL OF THE DIRECTORS

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 the them to such person, in such proportion and on such terms and conditions 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 times as they may from time to time think fit and proper and, 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 or transferred or for any services rendered to the Company in the conduct of its business and any shares which may be so 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 of shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

POWER ALSO TO COMPANY IN GENERAL MEETING TO ISSUE SHARES

In addition to and without derogating from the powers for the purposed conferred on the Board under Article 5, the Company in general meeting any determine that any shares (whether forming part of the original capital or of any increase capital of the Company) shall be offered to such persons (whether members or not) in such proportions and on such terms and conditions and either at a premium or at par or subject to compliance with the provisions of Section 79 of the Act) at a discount, as such general meeting shall determine and with full power to give to any person (whether a member or not) the option to call for or be allotted any class of shares of the Company either at a premium or at par, or (subject to compliance with the provision of Section 79 of the Act) at a discount, such option being exercisable at such times and for such consideration as may be directed by such general meting or the Company in general meeting may make any other provision, whatsoever for the issue, allotment or disposal of any shares.

ACCEPTANCE OF SHARES

Subject to the provisions of these Articles, any application signed by or on behalf of any applicant for shares in the Company followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register of Members shall for the purpose of these Articles, be a member, provided that no shares shall be applied for or allotted to a minor, insolvent or person of unsound mind.

DEPOSITS AND CALL ETC. TO BE A DEBT PAYABLE IMMEDIATELY

The money (if any) which the Board of Directors shall, on the allotment of any shares being made by it, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by it, shall immediately on the inspection of the name of the allottee in the Register of Members as the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

LIABILITY OF MEMBERS

Every member, or his heir executors or administrators, shall pay to the Company the proportion of the capital represented by his shares or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times and in such manner, as the Board of Directors shall, from time to time in accordance with the Company's regulations require or fix for the payment thereof.

LIMITATION OF TIME FOR ISSUE OF CERTIFICATES

Every member shall be entitled, without payment to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the directors so approve (upon paying such fee as the Directors so time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or with in two months of the receipt of application of registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares as the case may be. Every certificates of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holder.

ISSUE OF NEW CERTIFICATE IN PLACE OF ONE DEFACED, LOST OR DESTROYED

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the Company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2 for each certificate) as the Director shall prescribe. Provided that no fee shall be charged for issue of new certificate in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable thereof in this behalf. The Provision of this Article shall mutatis mutandis apply to debentures of the Company.

DIRECTORS MAY REFUSE TO REGISTER TRANSFER

Subject to the provisions of Section 111A, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

Provided that the registration of a 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 where the Company has a lien on shares

NO FEE ON TRANSFER OR TRANSMISSION

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.

PAYMENT IN ANTICIPATION OF CALLS MAY CARRY INTEREST

The Board of Directors may, if it thinks fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon, provided that money paid in advance of calls shall not confer a right to participate in profit or dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

COMPANY'S LIEN ON SHARES/DEBENTURES

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 equities in any shares shall be created except upon the footing and condition that this Article will have 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.

UNPAID OR UNCLAIMED DIVIDEND

Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days to a Special Account to be opened by the Company in that behalf in any Scheduled Bank to be called, "The unpaid Dividend Account of Planet 41 Mobi-Venture Limited." Any money transferred to the unpaid dividend account of a Company in pursuance of this Section, which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund known as Investor Education and Protection Fund established under Section 205 C of the Act.

No unclaimed or unpaid dividend shall be forfeited by the Board.

FORFEITURE, SURRENDER AND LIEN

i) If call or installment not paid notice may be given –

If any member fails to pay any call or installment of a call in respect of any share on or before the day appointed for the payment of the same, the Board may, at any time hereafter, during such time as the call or installment remains unpaid, serve a notice on such member or on the person (if any) entitled to the share by transmission, requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

ii) Form of Notice –

The notice shall name a day (not being earlier than the expiry of fourteen days from the date of service of the notice) and a place or places on and at which such money, including the call or installment and such interest and expenses as aforesaid, is to be paid. The notice shall also state that in the event on non

payment on or before the time and at the place appointed, the shares in respects of which the calls was made or installment was payable, will be liable to be forfeited.

iii) In default of payment shares to be forfeited –

If the requisitions of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter, before all the calls or installments and interest and expenses due in respect thereof are paid, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonus declared in respect of the forfeited shares and not actually paid before forfeiture.

iv) Notice after Forfeiture –

When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Member provided however that the failure to give the notice of the shares having been forfeited will not in any way invalidate the forfeiture.

v) Forfeited shares to be become property of the Company –

Any shares so forfeited shall be deemed to be the property of the Company and the Board may sell, reallocate or otherwise dispose of the same in such manner as it thinks fit.

vi) Power to annul forfeiture –

The Board may, at any time before any share so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof as a matter of grace and favour but not as of right upon such terms and conditions as it may think fit.

vii) Arrears to be paid notwithstanding forfeiture –

Any member whose shares shall have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls installment, interest and expenses owing upon, or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at such rate not exceeding fifteen per cent per annum as the Board may determine and the Board may endorse the payment of such moneys or any part thereof if it thinks fit, but shall not be under any obligation so to do .

viii) Effect of forfeiture –

The forfeiture of a share shall involve the extinction of all interest and also of all claims and demands against the Company, in respect of the share and all other rights incidental to the share except only such of those rights as are by these Articles expressly saved.

ix) Proceeds how to be applied –

The net proceeds of any such sale shall be applied in or towards satisfaction of the said debt, liabilities or engagements and the residue (if any) paid to such member, his heirs' executors' administrators or assigns.

x) Certificate of forfeiture –

A Certificate in writing signed by two Directors and countersigned by the Managing Director or the Secretary of the Company that call in respect of a share was made and notice thereof given, and the default in payment of the call was made and that the forfeiture was made by a resolution of the Board to that effect, shall be conclusive evidence of the fact stated therein as against all persons entitled to such shares.

xi) Title of purchaser and allottee of forfeiture shares –

The Company may receive the consideration, if any, given for the share on any sale reallocation or other disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and the person to whom such share is sold, reallocated or disposed of any be registered as the holder of the share. Any share purchaser or allottee shall not (unless by express agreement to the contrary) be liable to pay any calls amounts, installments, interest and expenses owing to the Company prior to such purchasers or allotment, nor shall be entitled (unless by express agreement to contrary) to any of the dividends, interest or bonuses accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment. Such purchaser or allottee 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 with reference to the forfeiture, sale, reallocation or disposal of the share.

xii) Partial payment not to preclude forfeiture –

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of apportionment of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.

xiii) The provisions of these Articles as to forfeiture to apply in case of non payment of any sum –

The provisions of these Articles as to forfeiture shall apply to the case of non – payment of any such which by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same has been payable by virtue of a call duly made and notified.

xiv) Board may accept surrender of shares –

The Board may at any time, subject to the provision of the Act, accept the surrender of any share from or by any member desirous of surrendering the same on such terms as the Board may think fit.

xv) Company's lien on shares –

The Company shall have a first and paramount lien upon the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all money called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 32 hereof is to have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien if any on such shares. The Board may at any time declare any shares to be wholly or in part exempt from the provisions of this Article.

xvi) Enforcing lien by sale –

For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as it thinks fit, but no sale shall be made until such time fixed as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his heirs, executors, administrators or other legal representatives, as the case may be, and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for seven days after the date of such notice.

xvii) Application of proceeds of sale –

The proceeds of any such sale shall be received by the Company and applied in or towards satisfaction of the said debts, liabilities or engagements, and the residue if any shall be paid to such member, his heirs, executors, administrators or other legal representatives as the case may be.

xviii) Validity of sale in exercise of lien and after forfeiture –

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board of Directors may appoint some person to execute an instrument of transfer of the shares sold and causes 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, nor the application of the purchase money and after his name has been entered in the register of Members 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 be in damages only and against the Company exclusively.

xix) Boards of Directors may issue new certificates –

Where any shares under the powers in that behalf herein contained are sold by the Board of Directors after forfeiture or for enforcing a lien, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall voluntarily or on demand by the Company, have been previously surrendered to the Company by the defaulting member) stand cancelled and become null and void and of no effect and the Board of Directors may issue a new certificate or certificates for such shares

distinguishing it or them in such manner as it may think fit from the certificate or certificates previously issued in respect of the said shares.

xx) Money due from the Company may be set off against money due to the Company –

Any money due from the Company to a member may, without the consent and notwithstanding the objections of such member, be applied by the Company in or towards the payment of any money due, from him to the Company for calls or otherwise.

TRANSFER AND TRANSMISSION OF SHARES

Register of Transfer -

The Company shall keep a book to be called the Register of Transfers and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

Execution of Transfer etc. –

Subject to the provisions of the Act and these Articles, no transfer of shares in or debentures of the Company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and buy or on behalf of the transferee and specifying the name, address and occupation, if any of the transferee has been delivered to the Company along with the certificate is in existence along with the letter of allotment of the shares or debentures. The 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. Shares of different classes shall not be included in the same instruments of transfer.

Instrument of transfer –

The instrument of transfer shall be in writing and all the provisions of Section 108 of the Companies Act, 1956 and any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

Directors may refuse to register transfer –

Subject to the provisions of Section 111A, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or debentures of the company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

Provided that the registration of a 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 where the Company has a lien on shares.

No transfer to a person of unsound mind and/or a minor –

No transfer shall be made to a minor or a person of unsound mind.

Transfer of shares –

- (1) An application for the registration of transfer of shares may be made either by the transferor or by the transferee.
- (2) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee made no objection to the transfer within two weeks from the receipt of the notice.
- (3) For the purpose of clause (2) hereof notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.
- (4) If the Company refuses to register the transfer of any share or transmission of right therein, the Company shall within one month from the date on which the instrument of transfer, or the

intimation of transmission as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be.

- (5) Nothing in these Articles shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares of the Company has been transmitted by operation of law.

Transfer to be left at office as evidence of the title given –

Every instrument of transfer duly executed and stamped shall be left at the office for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

When transfer be retained –

The Company shall retain all instruments of transfer, which are registered, but any instrument of transfer, which the Board declines to register, shall on demand be returned to the person depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company after such period not being less than six years as it may determine.

Transfer books when closed –

The Board may after giving not less than seven days previous notice by advertisement as required by Section 154 of the Act, close the Register of Members or the Register of Debenture Holders for any period or period not exceeding in the aggregate, 45 (forty-five) days in each year but not exceeding 30 days at any one time.

Death of one or more joint holders of shares –

In the case of death of any one or more of the persons, named in the Register of Members as joint shareholders of any share, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a joint shareholder from any liability to the Company on shares held by him jointly with any other person.

Title of shares of deceased holder –

Subject to Article 54, the heir, executor or administrator of a deceased shareholder shall be the only person recognized by the Company as having any title to his shares and the Company shall not be bound to recognize such heir, executor or administrator unless such heir, executor or administrator shall have first obtained probate or letters of administration of succession certificate.

Transmission of shares –

Subject to the provisions of the Act, and these Articles, any person becoming entitled to a share in consequence of death, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence as the Board thinks sufficient either be registered himself as the holder of the share or elect to have some person nominated by him and approved by the Board registered as such holder provided nevertheless, that, if such person shall elect to have his nominee registered, he shall testify the election by executing to his nominee an instrument of transfer of the share in accordance with the provisions, herein contained and until he does so he shall not be freed from any liability in respect of the share.

Board may refuse to transmit –

The Board shall, subject to the provisions of Articles 48 hereof have the same right to refuse to register a person entitled by transmission to any share, or his nominee, as if he was the transferee named in any ordinary transfer presented for registration.

Board may require evidence of transmission –

Every transmission of share shall be verified in such manner as the Board may require and, if the Board so desires, be accompanied by such evidence as may be thought necessary and the Company may refuse to register any such transmission until the same be so verified or requisite, evidence produced or until or unless an indemnity be given to the Company with regard to such registration which the Board as its

absolute discretion shall consider sufficient, provided nevertheless, that there shall not be any obligation on the Company or the Board to accept any indemnity.

Transfer by legal representation –

A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer.

Certificate of Transfer –

The certification by the Company of any instrument of transfer of shares in or debenture of the Company, shall be taken as a representation by the Company to any person acting on the faith of the certification that there have been produced to the Company and documents as on the face of them show a prima facie title to the shares or debentures in the transferor named in the instrument of transfers but not as a representation that the transferor has any title to the shares or debentures.

The Company not liable for disregard of notices prohibiting Registration of a Transfer –

The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer or transmission of share made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of Members to the prejudice of person having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest, or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company, and the Company shall not be bound or required to regard or attend to give effect to any notice which may be given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some books of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

No fee on transfer or transmission –

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.

DEMATERIALIZATION OF SECURITIES

Company to recognize interest in dematerialized securities under Depositories Act –

Either the Company or the investor in securities of the company may exercise an option to issue, deal in, hold the Securities, (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected herewith or incidental thereof, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modification thereto or re-enactment thereof.

Dematerialization of Securities –

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing securities, re-materialize its securities held in the Depositories and/or offer its fresh securities in a dematerialized form pursuant to the Depositories Act and the rules framed there under, if any.

Option to receive security certificates or hold securities with Depository –

Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities with a Depository. 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 the information, the Depository shall enter in its record the name of the allotted as the Beneficial Owner of the security.

Securities in Depositories to be in Fungible Form –

All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187C and 372 of the Companies Act, 1956, shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners.

Right of Depositories and Beneficial Owners –

- (a) Notwithstanding anything to the contrary contained in the Act or 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 security 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 a member of the Company. The Beneficial Owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held by a Depository.

Beneficial Owner deemed as absolute owner –

Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the Beneficial Owner of shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has express or implied notice thereof, but the Board shall be at their sole discretion to register any share in the joint names of any two or more persons or the survivor/s of them.

Depository to furnish information –

Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the bye-laws and the Company in that behalf.

Cancellation of certificates upon surrender by a person –

Upon receipt of certificate if securities on surrender by a person who has entered into an agreement with the Depository through a Participant, the Company shall cancel such certificate and substitute in its records the name of Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly.

Option to opt out in respect of any security –

If a Beneficial Owner seeks to opt out of a Depository in respect of any security, the Beneficial Owner shall inform the Depository accordingly.

The Depository shall on receipt of information as above make appropriate entries in its records and shall inform the Company.

The Company shall, within thirty (30) days of the receipt of intimation from the Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the Beneficial Owner or the transferee as the case may be.

Service of Documents -

Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

Provisions of Articles to apply to shares held in Depository -

Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depository Act.

Allotment of Securities dealt with in a Depository -

Notwithstanding anything in the Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

Distinctive number of Securities held in a Depository -

The shares in the capital shall be numbered progressively according to their several denominations, provided however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

Register and index of Beneficial Owners -

The Company shall cause to be kept a register and index of Members and a Register and index of Debenture holders in accordance with Sections 151 and 152 and other applicable provisions of the Companies Act, 1956, and the Depositories Act, 1996, with details of Shares and Debentures held in material and dematerialized forms in any media as maybe permitted by law including in any form of electronic media. The Register and index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act, 1996, shall deem to be Register and index of Members and Register and index of Debenture holders, as the case may be, for the purposes of the Act.

The Company shall have the power to keep in any state or country outside India a branch Register of Members resident in that state or country.

Register of Transfers –

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form.

POWER TO BORROW

Subject to the provisions of Section 292 and 293 of the Act, the Board may, from time to time, at its discretion and by means of the resolution passed at its meeting accept deposits from members either in advance of call or otherwise and generally, raise or borrow or secure the payment of, any sum or sums of money for the purpose of the Company.

Conditions on which moneys may be borrowed –

The Board may raise or secure the repayment of such sums or sums in such manner and upon such terms and conditions in all respect as it thinks fit and in particular by the issue of bonds, perpetual or redeemable debenture stock or any mortgage, charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. The Board shall exercise such power only by means of resolutions passed at its meetings and not be circular resolutions.

Term of issue of debentures –

Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on conditions that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting of the Company, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting by a special resolution.

Execution of indemnity –

If the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity against any loss which the Directors, or any one or more of them may suffer by reason or becoming or being sureties or surety for the Company.

DIVIDENDS

Profits of the Company to be first for preference dividend and then for dividend on equity capital –

The profits of the Company which it shall from time to time determine, subject to the provisions of Section 205 of the Act, to divide in respect of any year or other period, shall be applied first in paying the

fixed preferential dividend on the capital paid up on the preference shares if any and secondly in paying a dividend declared for such year or other period on the capital paid upon the equity shares.

Capital paid-up in advance and interest not to earn dividend –

Where the capital is paid-up in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carry interest, confer the right to dividend or to participate in profits.

Apportionment of dividends –

All dividends shall be apportioned and paid proportionate to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividing as from a particular date, such share shall rank for dividend accordingly.

Declaration of dividends –

The Company in general meeting may subject to the provisions of Section 205 of the Act declare a dividend to be paid to the members according to their right and interests in the profits and may fix the time for payment.

Restriction on amount of dividend –

No larger dividend shall be declared that is recommended by the Board but the Company in general meeting may declare a smaller dividend

Dividend out of profits only and not to carry interest –

(1) No dividend shall be payable except out of the profits of the Company arrived at as stated in Section 205 of the Act.

(2) The declaration of the Board as to the amount of the net profits of the Company shall be conclusive.

Interim Dividends –

The Board of Directors may from time to time pay to the members such interim dividends as in its judgment the position of the Company justifies.

Debts may be deducted -

The Board may retain any dividends payable on shares on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Dividends and call together -

Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on such member shall not exceed the dividend payable to him and so that the call may be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call.

Effect of transfer –

A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Retention in certain cases –

The board may retain the dividends payable upon shares in respect of which any person is under article 56 entitled to become a member or which any person under the article is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same.

No member to receive interest or dividend whilst indebted to the Company and company's right to Reimbursement –

No member shall be entitled to received payment of an interest or dividend in respect of his own share or share whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise however either alone or jointly with any other person or person and the Board may deduct from the interest or dividend payable to any shareholder all sums or money so due, from him to the Company.

Payment by post or by Electronic mode –

Any dividend payable in cash may be paid by cheque or warrant sent through the post directed to the registered address of the shareholder entitled to the payment of the dividend or in the case of joint shareholders to the registered address of the one whose name stands first on the Register of members in

respect of the joint share-holding or to such persons and to such address as the shareholder or the joint shareholders may in writing direct and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent and the Company shall not be responsible or liable for any cheque or warrant lost in transit or for any dividend lost by the member or person entitled thereto by the forged endorsement of any cheque or warrant of the fraudulent recovery thereof by any other means. The Company may, if it thinks fit, call upon the shareholders when applying for dividends or bonus to produce their share certificates at the registered office or other place where the payment of dividend is to be made. The dividend payable as stated above may be alternatively payable by electronic means as per the instruments received from the shareholders entitled to the dividend.

Unpaid or unclaimed Dividend –

Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days to a Special Account to be opened by the Company in that behalf in any Scheduled Bank to be called, “The unpaid Dividend Account of Planet 41 Mobi-Venture Limited”.

Any money transferred to the unpaid dividend account of a Company in pursuance of this Section, which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund known as Investor Education and Protection Fund established under Section 205 C of the Act.

No unclaimed or unpaid dividend shall be forfeited by the Board.

INDEMNITY

Company may indemnity –

Subject to the provisions of Section 201 of the Act, every Director, Manager and other officer or any person (whether officer of the Company or not) employed by the Company, or as auditor, or servant of the Company shall be indemnified by the Company and it shall be the duty of the Board to pay out of the funds of the Company all cost, charges, losses and expense which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in the discharge of his duties including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such director, Manager, officer or servant in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted by the Court.

Liability of directors –

Subject to the provision of Section 201 of the Act no director, Manager or other officer of the Company shall be liable for the acts, receipt or other act for conformity or for any loss of expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board or on behalf of the Company, or the insufficiency or deficiency of any security in or upon which any of the money of the Company shall be invested or for any loss or damage arising from the bankruptcy or insolvency or tortuous act deposited or for any loss occasion by an error of judgment, omission default or oversight, on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own dishonesty.

WINDING UP

Distribution of assets –

If the Company is to be wound up and the assets available for distribution among the members as such are insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to

have been paid up at the commencement of the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to pay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital paid up or which ought to have been paid at the commencement of the winding up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of share issued upon special terms and conditions.

SECRECY CLAUSE

No member or other person (not being a Director) shall be entitled to visit or inspect any property or premises or works of the Company without the permission of the Board or to require discovery of or any information respecting and detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Board it would be inexpedient in the interest of the Company to disclose.

Secrecy undertaking –

Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, agent, officer, servant, accountant or other person employed in the business of the Company shall, when required, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do the board or by any meeting of the shareholders if any by a Court of Law, or by the person to whom matters relate and except so far as may be necessary in order to comply with any of the revisions in these presents contained.

Knowledge implied -

Each member of the Company, present and future, is to be deemed to join the Company with full knowledge of all the contents of these presents.

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 November 27, 2009 entered into amongst the Company and Keynote Corporate Services Limited, Book Running Lead Manager to the Issue.
2. Memorandum of Understanding dated November 02, 2009 entered into between the Company and Bigshare Services 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 January 14, 2010 entered into between the Company, CDSL and Registrar to the Issue.
7. Copy of Tripartite agreement dated December 23, 2009 entered into between the Company, NSDL and Registrar to the Issue.

Material Documents

1. Certificate of Incorporation dated September 13, 2006 and Fresh Certificate of Incorporation dated March 18, 2008 consequent upon change of name issued by Registrar of Companies, Maharashtra, Mumbai.
2. Memorandum of Association and Articles of Association of the Company, as amended from time to time.
3. Copy of Special Resolution passed under section 81 (1A) of the Companies Act, 1956 at their Extra Ordinary General Meeting held on November 06, 2009 authorizing present issue of equity shares
4. Copies of Auditors reports of the Company for the financial years ending on March 31, 2009, 2008 and June 30, 2007.
5. 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.
6. Legal Due Diligence Report dated April 27, 2010 and addendum to the legal report dated June 1, 2010 by Zenith India Lawyers, Advocates & Solicitors, Legal Advisor to the Issue.
7. Due Diligence Certificate dated June 25, 2010 to SEBI from Keynote Corporate Services Limited.
8. Copy of certificate dated June 03, 2010 issued by Dass Maulik Mahendra K Agrawala & Co., 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 ratios.

9. Copy of certificate dated May 21, 2010 issued by M/s Dass Maulik Mahendra K Agrawala & Co., Chartered Accountants and Statutory Auditors of the Company regarding tax benefits accruing to the Company and its shareholders.
10. Copy of certificate dated June 15, 2010 received from M/s Dass Maulik Mahendra K Agrawala & Co., Chartered Accountants and Statutory Auditors of Planet 41 Mobi-Venture Limited regarding sources and deployment of funds.
11. Undertakings by the Company.
12. In-principle approval dated [•] and [•] from BSE and NSE for listing of the securities of the Company.
13. Report of the IPO grading agency, [•] dated [•], furnishing the rationale for its grading, disclosed in this Offer Document.
14. 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 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 ALL THE DIRECTORS OF THE COMPANY

Sd/-
Somil Gupta
Chairman and Whole Time Director

Sd/-
Sangam Gupta
Director

Sd/-
Kaushick Kapoor
Director

Sd/-
Anmol Sekhri
Director

Signed by the Company Secretary and Compliance Officer

Sd/-
Mayank Bhargava

Place: Mumbai
Date: