

(Registered Office: 34 (New), Thirumalai Road, T Nagar, Chennai 600 017,
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BACKGROUND OF THE OFFER

1. The Acquirer is a company incorporated under the Act and having its registered office at 8-2-609/K, Avenue 4, Street No 1, Road No 10, Banjara Hills, Hyderabad 500034. On February 23, 2007, the Existing Holding was acquired by the Acquirer from K.S. Aghoram, one of the promoters of the Target Company, at a maximum price of Rs. 208 per share through an off market trade, as a result of which, the Acquirer holds 78,14,315 Shares constituting 13.5% of the Voting Capital of the Target Company as on the date of this Offer. Mr. K.S. Aghoram has not complied with the applicable provisions of regulation 7(1A) SEBI (SAST) Regulations regarding the disclosure of sale of 13.5% shares. The Acquirer has executed a Share Purchase Agreement on February 25, 2007 ("SPA") to acquire the Purchase Shares being 2,17,06,432 equity shares of Rs. 10 each which constitutes 37.5% of the Voting Capital of the Target Company, at a price of Rs.208 per Share for a total consideration of Rs 45,149,37,856 in cash ("Negotiated Price"). This Offer is being made pursuant to and in terms of Regulation 10 and 12 of the SEBI (SAST) Regulations for substantial acquisition of shares and control over the Target Company. In the event of the non purchase of the Shares as contemplated in the SPA, the existing promoter group may continue to retain management control of SSI Limited and the Acquirer could be treated as a public shareholder. Further the Acquirer may stand to lose the advance payment of Rs. 44.1 crores made to the existing promoter on non completion of the acquisition as contemplated in the SPA. Of the total number of Purchase Shares, 37,17,776 Shares are subject to lockin for a period of three years commencing from August 31, 2005 and 80,36,235 Shares are subject to lock-in for a period of three years and one month from September 27, 2006 ("Lock-in Shares"). The Lockin Shares can be transferred to the Acquirer subject to the continuation of the residual lock in period in the hands of the Acquirer in terms of the SEBI (Disclosure and Investor Protection) Guidelines, 2000. In terms of the SPA and pending completion of the Offer formalities, the Purchase Shares and the Negotiated Price need to be kept in Escrow. The Sellers, the Acquirer and IDBI Trusteeship Services Limited ("the Escrow Agent") have also entered into an escrow agreement dated February 25, 2007 ("Escrow Agreement") which sets out the mechanism for completing the transfer of the Purchase Shares agreed to be acquired from the Sellers by the Acquirer pursuant to the Share Purchase Agreement and the payment of the Negotiated Price for the Purchase Shares to the Sellers upon completion of the Acquirer's obligations under the SEBI (SAST) Regulations.
2. The Sellers under the SPA are Mr. Kalpathi S Aghoram residing at 42 Habibullah Road, T Nagar, Chennai – 600 017. Tel No: 044 2834 3740. Mr. Kalpathi S Suresh residing at 42 Habibullah Road, T Nagar, Chennai – 600 017. Tel No: 044 28343740, and Mr. Kalpathi S Suresh residing at 42 Habibullah Road, T Nagar, Chennai – 600 017. Tel No: 044 28343740. Mr. Kalpathi S. Ganesh holds 1,36,20,461 shares being 23.53% of the total capital of SSI Limited, Mr. Kalpathi S. Suresh holds 1,36,13,298 shares being 23.52% of the total capital of SSI Limited and Mr. Kalpathi S. Aghoram holds 57,94,434 shares being 10.01% of the total capital of SSI Limited. Mr. D.V. Narasingarao residing at No. 12, Kanniah Street, T Nagar, Chennai 600 017, Tel No. 044 2834 2024, is a promoter of SSI Limited but is not a party to the Share Purchase Agreement dated February 25, 2007 and hence is eligible to participate in the Offer.
3. A Facility Agreement dated December 22, 2006 ("Closing Date") has been entered into between Platex, Deutsche Bank AG, Singapore Branch, DB International (Asia) Limited ("Lender", Deutsche Bank AG, Hong Kong Branch ("Facility Agent") and DB Trustees (Hong Kong) Limited. Under the Facility Agreement, the Lender has provided a term loan facility of USD 200 million with an option with the Borrower to increase it by an additional USD 25 million.
4. Salient Features of the Facility Agreement entered into by Platex are as follows:

- 1) The use of proceeds under the Facility Agreement, subject to certain conditions precedent, is as under:
 - a. Platex would utilize the term loan towards acquisition of equity linked securities of PVP Ventures;
 - b. PVP Ventures would utilize the proceeds for the acquisition of fully convertible debentures of PVP enterprises and towards acquisition of non convertible debentures of Cyberabad City Projects Private Limited;
 - c. PVP Enterprises would utilize an amount of upto USD 175 million (assuming exercise of UDS 25 million option) for the acquisition of the Shares of the Target Company.
- 2) The said facility is secured by the following
 - a. A fixed and floating charge over the assets of Platex which comprises, inter alia 80% shareholding in PVP Ventures;
 - b. Mr. Prasad V. Potluri has also pledged his shareholding in Platex and has provided a personal guarantee in respect of the above facility.
- 3) Platex has also, subject to applicable laws, agreed to integrate the Target Company's operations with the Acquirer or its holding company, including a possible merger or consolidation, for commercial reasons and operational efficiencies.
- 4) The said facility is to be repaid in the following manner:
 - a. In a way that the total outstanding immediately after the repayment remains USD 120 million on the third anniversary of the Closing Date.
 - b. The balance loan amount is to be repaid on the final maturity date (48 months from the Closing Date)
 - c. The Borrower also has an option, subject to the terms of the Facility Agreement, to prepay provided the total outstanding is not reduced to less than USD 120 million
- 5) The interest on the said facility is payable in June and December. The interest rate applicable to be paid by Platex for a particular interest period is as follows:
 - a. LIBOR + 750 basis points, till the Borrower is required to mandatory prepay the facility amount.
 - b. Beyond that period the interest rate is rest to LIBOR + 900 basis point
- 6) Platex or any of its subsidiaries shall not without the prior written consent of the Facility Agent, either in a single transaction or in a series of transactions, sell, transfer, lease or otherwise dispose of any shares held by it in any of its subsidiaries.
- 7) Platex shall at all times maintain a minimum shareholding in PVP Ventures of 80% of the total issued share capital.
- 8) Platex has issued 1,200,000 warrants aggregating USD 120 million to the Lender. The pre-payment would get accelerated in the event and to the extent of conversion of warrants.
- 9) Platex, its subsidiaries and the Target Company (following the acquisition of shares by the Acquirer), without the prior written consent of the Facility Agent shall not:
 - a. Incur, create or permit any type of financial indebtedness other than under the provisions of the Facility Agreement.
 - b. Declare or pay any dividend, repay or distribute any dividend or share premium reserve, issue any warrants, notes or bonds which are convertible into shares, issue or alter its share capital and repay a part of any shareholder's loan.
 - c. Make any change or cease any part of its business, including enter into any joint venture or similar arrangements, make any acquisitions and any type of investments.
15. Except as stated in 1.1 above the Acquirer and PACs have not made any further acquisition of shares of the Target Company after the date of the Public Announcement and upto the date of this public announcement
16. There was no competitive bid till the date of this public announcement.
17. No action has been taken by SEBI against the Acquirer, its promoters, its directors or the Target Company, its promoters and directors under the SEBI Act or any regulations framed there under

2.1. The Offer is being made by reason of the execution of the Share Purchase Agreement between Acquirer and Seller and is being made in accordance with Regulations 10, Regulation 12 and other applicable provisions of the SEBI (SAST) Regulations as the proposed acquisition of the Purchase Shares will result in substantial acquisition of shares and voting rights in the Target Company and also a change in control and Board of Directors of the Target Company.

The Acquirer is a Hyderabad based real estate company. The Target Company owns real estate assets in Chennai and is also engaged in hospitality business in Ooty. The acquisition would therefore also give the Acquirer an opportunity to synergize the business of the two companies. As on the date hereof of the Public Announcement the Acquirer does not have any plans to make any major change to the existing lines of business of the Target Company. The Acquirer does not propose to or to dispose of or otherwise encumber any assets of the Target Company in the next 24 months, except in the ordinary course of business of the Target Company and its subsidiaries

Issued by JM Financial Consultants Private Limited ("Manager to the Offer") for and on behalf of the PVP Enterprises Private Limited.
Place: Mumbai

- Date: July 30, 2007