

## Notice of the Annual General Meeting

The Nineteenth Annual General Meeting of Repro India Limited, will be held as per the following schedule to transact the business as detailed below:

**Day and Date :** Saturday, September 22, 2012  
**Time :** 11.30 a.m.  
**Venue :** "The Club", Colonial Hall, 197, D.N.Nagar Road, Near D.N.Nagar Police Station, Andheri(W), Mumbai 400 053

### ORDINARY BUSINESS:

1. To receive, consider and adopt the Profit and Loss Account for the financial year ended March 31, 2012, the Balance Sheet as at that date and the Reports of the Directors and Auditors thereon
2. To declare dividend on equity shares.
3. To appoint a Director in place of Mr. P. Krishnamurthy, Director of the Company who retires by rotation at the conclusion of this Annual General Meeting and being eligible, offers himself for re-appointment.
4. To appoint a Director in place of Mr. Mukesh Dhruve, Director of the Company who retires by rotation at the conclusion of this Annual General Meeting and being eligible, offers himself for re-appointment.
5. To appoint a Director in place of Mr. Pramod Khera, Director of the Company who retires by rotation at the conclusion of this Annual General Meeting and being eligible, offers himself for re-appointment.
6. To consider, and, if thought fit, to pass, with or without modification(s), the following resolution as ORDINARY RESOLUTION:

**"RESOLVED THAT** M/s S. R. Batliboi & Co., Chartered Accountants, Firm Registration No. 301003E be and are hereby re-appointed as Auditors of the Company, to hold office from the conclusion of this Annual General Meeting until the conclusion of the next Annual General Meeting of the Company on such remuneration as shall be fixed by the Board of Directors."

### SPECIAL BUSINESS

7. To consider and if thought fit, to pass with or without modification(s), the following resolution as a SPECIAL RESOLUTION:

**"RESOLVED THAT** in accordance with the provisions of Sections 198, 269 and 309 read with Schedule XIII and all other applicable provisions of the Companies Act, 1956 (including any statutory modifications (s) or re-enactment thereof, for the time being in force) and subject to such other approvals, if and as may be required, including of the Central Government, consent of the Company be and is hereby accorded to the appointment of Mr. Pramod Khera, as a Whole Time Director designated as Executive Director of the Company, for a period of 3 years with effect from May 18, 2012 on the following terms and conditions as to his remuneration, as recommended by the Remuneration Committee of the Company, subject to

the same not exceeding the limits specified in section 309 and Schedule XIII to the Companies Act, 1956, including any statutory modifications or re-enactment thereof for the time being in force or as may hereafter be made by the Central Government in that behalf from time to time.

### (I) Remuneration:

- a) **Salary:** Not exceeding ₹ 7,00,000 per month in the scale of ₹ 7,00,000 – 1,00,000 – 9,00,000
- b) **Commission:** At such a rate as may be determined by the Board pursuant to the provisions of the Companies Act, 1956, and not exceeding 5% of the net profits of the Company for each financial year of the Company.

### c) Perquisites:

1. **Medical Reimbursement:** Reimbursement of actual medical expenses incurred in India and/or abroad including hospitalization, nursing home and surgical expenses for self and family subject to a ceiling of three month's last drawn salary per year.
2. **Leave Travel Concession:** Reimbursement of all the expenses (like travel fare, lodging, boarding, conveyance and other expenses) incurred for self and family during the leave travel holiday periods, whenever undertaken, whether in India or abroad in accordance with the rules of the Company.
3. **Club Fees:** Subscription of or reimbursement of membership fees of two clubs in India or abroad including admission and life membership fees.
4. **Medical Insurance and Personal Accident Insurance:** Medical Insurance and Personal Accident Insurance Policy for an amount, the annual premium of which shall not exceed ₹ 50,000 per annum.
5. **Life/Term Insurance:** The Company shall pay personal life/term insurance premium subject to a limit as may be decided by the Board from time to time.
6. The Company's Contribution to provident fund, superannuation fund or annuity fund.
7. Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.
8. Encashment of leave for every year of completed service at the end of the tenure.
9. **Other perquisites:** Subject to the overall ceiling on remuneration mentioned herein below, he shall be entitled to any other allowances, benefits and perquisites as the Board of Directors may on the recommendation of the Remuneration Committee thereof may from time to time decide.

### Explanation:

Perquisites shall be evaluated as per Income Tax Rules, wherever applicable and in the absence of any such rules, perquisites shall be evaluated at actual cost

For the purposes of Perquisites stated above, "Family" means the spouse, dependent children and dependent parents of the Whole Time Director.

**d) Amenities:**

Car and Telephone: The Company shall provide car for use on Company's business and telephone, internet broadband, at the residence, personal long distance calls on telephone and use of car for private purpose shall be billed by the Company. Mr. Pramod Khera is also entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of the Company's business.

**(II) Overall Remuneration:**

The aggregate of salary, commission and perquisites in any financial year shall not exceed the overall ceiling laid down in Sections 198, 309 and other applicable provisions of the Companies Act, 1956, read with Schedule XIII of the said act as may be applicable for the time being in force.

**(III) Minimum Remuneration:**

**RESOLVED FURTHER THAT** in the event of loss or inadequacy of profits in any of the financial years during the tenure of Mr. Pramod Khera as an Executive Director of the Company, he shall be entitled to receive and be paid the substantive remuneration mentioned in 1 above, but excluding Commission, as minimum remuneration and such remuneration shall be governed by the limits prescribed under Section II of Part II of Schedule XIII of the Companies Act, 1956 as may for the time being in force, subject to the approval of the Central Government, if and as may be required.

**RESOLVED FURTHER THAT** the Board ("the Board" which term shall be deemed to include the Remuneration Committee constituted by the Board) be and is hereby authorized to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

**RESOLVED FURTHER THAT** Mr. Pramod Khera shall ipso facto, automatically cease to be Director on the Board of Directors of the Company in the event his appointment as an Executive Director is terminated by the Board of Directors.

**RESOLVED FURTHER THAT** the Board of Directors may in its discretion pay to the Whole Time Director any remuneration lower than the maximum remuneration hereinbefore stipulated and revise the same from time to time, within the maximum limits stipulated by this resolution.

**RESOLVED FURTHER THAT** an agreement of employment with Mr. Pramod Khera be entered into and such agreement be and is hereby authorized to be signed by any two directors, for and on behalf of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and is hereby authorized severally to file all forms with the Registrar of Companies and other statutory authorities as are necessary and appropriate to give effect to this resolution."

**8. To consider and if thought fit, to pass with or without modification(s), the following resolution as a SPECIAL RESOLUTION:**

**"RESOLVED THAT** in accordance with the provisions of Sections 198, 269 and 309 read with Schedule XIII and all other applicable provisions of the Companies Act, 1956 (including

any statutory modifications (s) or re-enactment thereof, for the time being in force) and subject to such other approvals, if and as may be required, including of Central Government, consent of the Company be and is hereby accorded to the reappointment of Mr. Vinod Vohra, as Chairman of the Company, for a period of 3 years with effect from March 1, 2013 on the following terms and conditions as to his remuneration, as recommended by the Remuneration Committee of the Company, subject to the same not exceeding the limits specified in section 309 and Schedule XIII to the Companies Act, 1956, including any statutory modifications or re-enactment thereof for the time being in force or as may hereafter be made by the Central Government in that behalf from time to time.

**(I) Remuneration:**

a) **Salary:** Not exceeding ₹ 7,00,000 per month in the scale of ₹ 7,00,000 – 1,00,000 – 9,00,000

b) **Commission:** At such a rate as may be determined by the Board pursuant to the provisions of the Companies Act, 1956, and not exceeding 5% of the net profits of the Company for each financial year of the Company.

c) **Perquisites:**

**1. Housing:**

- i Furnished residential accommodation or HRA at the rate as may be determined by the Board.
- ii Expenses pertaining to gas, electricity, water and other utilities will be borne/ reimbursed by the Company.
- iii The Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence at the entire cost of the Company.

**2. Medical Reimbursement:** Reimbursement of actual medical expenses incurred in India and/or abroad including hospitalization, nursing home and surgical expenses for self and family subject to a ceiling of three month's last drawn salary per year.

**3. Leave Travel Concession:** Reimbursement of all the expenses (like travel fare, lodging, boarding, conveyance and other expenses) incurred for self and family during the leave travel holiday periods, whenever undertaken, whether in India or abroad in accordance with the rules of the Company.

**4. Club Fees:** Subscription of or reimbursement of membership fees of two clubs in India or abroad including admission and life membership fees.

**5. Medical Insurance and Personal Accident Insurance:** Medical Insurance and Personal Accident Insurance Policy for an amount, the annual premium of which shall not exceed ₹ 50,000 per annum.

**6. Life/Term Insurance:** The Company shall pay personal life/term insurance premium subject to a limit as may be decided by the Board from time to time.

**7.** The Company's Contribution to provident fund, superannuation fund or annuity fund.

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

**9.** Encashment of leave for every year of completed service at the end of the tenure.

10. **Other perquisites:** Subject to the overall ceiling on remuneration mentioned herein below, he shall be entitled to any other allowances, benefits and perquisites as the Board of Directors may on the recommendation of the Remuneration Committee thereof may from time to time decide.

**Explanation:**

Perquisites shall be evaluated as per Income Tax Rules, wherever applicable and in the absence of any such rules, perquisites shall be evaluated at actual cost

For the purposes of Perquisites stated above, "Family" means the spouse, dependent children and dependent parents of the Chairman.

**d. Amenities:**

Car and Telephone: The Company shall provide car for use on Company's business and telephone, internet broadband at the residence, personal long distance calls on telephone and use of car for private purpose shall be billed by the Company. The Chairman is also entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of the Company's business.

**(II) Overall Remuneration:**

The aggregate of salary, commission and perquisites in any financial year shall not exceed the overall ceiling laid down in Sections 198, 309 and other applicable provisions of the Companies Act, 1956, read with Schedule XIII of the said act as may be applicable for the time being in force.

**(III) Minimum Remuneration:**

**RESOLVED FURTHER THAT** in the event of loss or inadequacy of profits in any of the financial years during the tenure of Mr. Vinod Vohra as the Chairman of the Company, he shall be entitled to receive and be paid the substantive remuneration mentioned in 1 above, but excluding Commission, as minimum remuneration and such remuneration shall be governed by the limits prescribed under Section II of Part II of Schedule XIII (as amended) of the Companies Act, 1956 as may for the time being in force, subject to the approval of the Central Government, if and as may be required.

**RESOLVED FURTHER THAT** the Board ("the Board" which term shall be deemed to include the Remuneration Committee constituted by the Board) be and is hereby authorized to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

**RESOLVED FURTHER THAT** the Board of Directors may in its discretion pay to the Chairman any remuneration lower than the maximum remuneration hereinbefore stipulated and revise the same from time to time, within the maximum limits stipulated by this resolution.

**RESOLVED FURTHER THAT** an agreement of employment with Mr. Vinod Vohra be entered into and such agreement be and is hereby authorized to be signed by any two directors, for and on behalf of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and is hereby authorized severally to file all forms with the Registrar of Companies and other statutory authorities as are necessary and appropriate to give effect to this resolution."

9. **To consider and if thought fit, to pass with or without modification(s), the following resolution as a SPECIAL RESOLUTION:**

"RESOLVED THAT in accordance with the provisions of Sections 198, 269 and 309 read with Schedule XIII and all other applicable provisions of the Companies Act, 1956 (including any statutory modifications (s) or re-enactment thereof, for the time being in force) and subject to such other approvals, if and as may be required, including of Central Government, consent of the Company be and is hereby accorded to the reappointment of Mr. Sanjeev Vohra, as a Managing Director of the Company, for a period of 3 years with effect from March 1, 2013 on the following terms and conditions as to his remuneration, as recommended by the Remuneration Committee of the Company, subject to the same not exceeding the limits specified in section 309 and Schedule XIII to the Companies Act, 1956, including any statutory modifications or re-enactment thereof for the time being in force or as may hereafter be made by the Central Government in that behalf from time to time.

**(I) Remuneration:**

- a) **Salary:** Not exceeding ₹ 7,00,000 per month in the scale of ₹ 7,00,000 – 1,00,000 – 9,00,000
- b) **Commission:** At such a rate as may be determined by the Board pursuant to the provisions of the Companies Act, 1956, and not exceeding 5% of the net profits of the Company for each financial year of the Company.

**c) Perquisites:**

**1. Housing:**

- i Furnished residential accommodation or HRA at the rate as may be determined by the Board.
- ii Expenses pertaining to gas, electricity, water and other utilities will be borne/ reimbursed by the Company.
- iii The Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence at the entire cost of the Company.

**2. Medical Reimbursement:** Reimbursement of actual medical expenses incurred in India and/or abroad including hospitalization, nursing home and surgical expenses for self and family subject to a ceiling of three month's last drawn salary per year

**3. Leave Travel Concession:** Reimbursement of all the expenses (like travel fare, lodging, boarding, conveyance and other expenses) incurred for self and family during the leave travel holiday periods, whenever undertaken, whether in India or abroad in accordance with the rules of the Company.

**4. Club Fees:** Subscription of or reimbursement of membership fees of two clubs in India or abroad including admission and life membership fees.

**5. Medical Insurance and Personal Accident Insurance:** Medical Insurance and Personal Accident Insurance Policy for an amount, the annual premium of which shall not exceed ₹ 50,000 per annum.

**6. Life/Term Insurance:** The Company shall pay personal life/term insurance premium subject to a limit as may be decided by the Board from time to time.

7. The Company's Contribution to provident fund, superannuation fund or annuity fund.
8. Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.
9. Encashment of leave for every year of completed service at the end of the tenure.
10. **Other perquisites:** Subject to the overall ceiling on remuneration mentioned herein below, he shall be entitled to any other allowances, benefits and perquisites as the Board of Directors may on the recommendation of the Remuneration Committee thereof may from time to time decide.

**Explanation:**

Perquisites shall be evaluated as per Income Tax Rules, wherever applicable and in the absence of any such rules, perquisites shall be evaluated at actual cost

For the purposes of Perquisites stated above, "Family" means the spouse, dependent children and dependent parents of the Managing Director.

**d. Amenities:**

Car and Telephone: The Company shall provide car for use on Company's business and telephone, internet broadband at the residence, personal long distance calls on telephone and use of car for private purpose shall be billed by the Company. The Managing Director is also entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of the Company's business.

**(II) Overall Remuneration:**

The aggregate of salary, commission and perquisites in any financial year shall not exceed the overall ceiling laid down in Sections 198, 309 and other applicable provisions of the Companies Act, 1956, read with Schedule XIII of the said act as may be applicable for the time being in force.

**(III) Minimum Remuneration:**

**RESOLVED FURTHER THAT** in the event of loss or inadequacy of profits in any of the financial years during the tenure of Managing Director of the Company, he shall be entitled to receive and be paid the substantive remuneration mentioned in 1 above, but excluding Commission, as minimum remuneration and such remuneration shall be governed by the limits prescribed under Section II of Part II of Schedule XIII of the Companies Act, 1956 as may for the time being in force, subject to the approval of the Central Government, if and as may be required.

**RESOLVED FURTHER THAT** the Board ("the Board" which term shall be deemed to include the Remuneration Committee constituted by the Board) be and is hereby authorized to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

**RESOLVED FURTHER THAT** the Board of Directors may in its discretion pay to the Managing Director any remuneration lower than the maximum remuneration hereinbefore stipulated and revise the same from time to time, within the maximum limits stipulated by this resolution.

**RESOLVED FURTHER THAT** an agreement of employment with the Managing Director be entered into and such agreement be and is hereby authorized to be signed by any two directors, for and on behalf of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and is hereby authorized severally to file all forms with the Registrar of Companies and other statutory authorities as are necessary and appropriate to give effect to this resolution."

**10. To consider and if thought fit, to pass with or without modification(s), the following resolution as a SPECIAL RESOLUTION:**

**RESOLVED THAT** in accordance with the provisions of Sections 198, 269 and 309 read with Schedule XIII and all other applicable provisions of the Companies Act, 1956 (including any statutory modifications (s) or re-enactment thereof, for the time being in force) and subject to such other approvals, if and as may be required, including of Central Government, consent of the Company be and is hereby accorded to the re appointment of Mr. Mukesh Dhruve, as a Whole Time Director designated as Executive Director of the Company, for a period of 3 years with effect from March 1, 2013 on the following terms and conditions as to his remuneration, as recommended by the Remuneration Committee of the Company, subject to the same not exceeding the limits specified in section 309 and Schedule XIII to the Companies Act, 1956, including any statutory modifications or re-enactment thereof for the time being in force or as may hereafter be made by the Central Government in that behalf from time to time.

**(I) Remuneration:**

- a) **Salary:** Not exceeding ₹ 7,00,000 per month in the scale of ₹ 7,00,000 – 1,00,000 – 9,00,000
- b) **Commission:** At such a rate as may be determined by the Board pursuant to the provisions of the Companies Act, 1956, and not exceeding 5% of the net profits of the Company for each financial year of the Company.
- c) **Perquisites**
  1. **Housing:**
    - i. Furnished residential accommodation or HRA at the rate as may be determined by the Board.
    - ii. Expenses pertaining to gas, electricity, water and other utilities will be borne/ reimbursed by the Company.
    - iii. The Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence at the entire cost of the Company.
  2. **Medical Reimbursement:** Reimbursement of actual medical expenses incurred in India and/or abroad including hospitalization, nursing home and surgical expenses for self and family subject to a ceiling of three month's last drawn salary per year.
  3. **Leave Travel Concession:** Reimbursement of all the expenses (like travel fare, lodging, boarding, conveyance and other expenses) incurred for self and family during the leave travel holiday periods, whenever undertaken, whether in India or abroad in accordance with the rules of the Company.
  4. **Club Fees:** Subscription of or reimbursement of membership fees of two clubs in India or abroad including admission and life membership fees.
  5. **Medical Insurance and Personal Accident Insurance:** Medical Insurance and Personal Accident Insurance Policy for an amount, the annual premium of which shall not exceed ₹ 50,000 per annum.



6. **Life/Term Insurance:** The Company shall pay personal life/term insurance premium subject to a limit as may be decided by the Board from time to time.
7. The Company's Contribution to provident fund, superannuation fund or annuity fund.
8. Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.
9. Encashment of leave for every year of completed service at the end of the tenure.
10. **Other perquisites:** Subject to the overall ceiling on remuneration mentioned herein below, he shall be entitled to any other allowances, benefits and perquisites as the Board of Directors may on the recommendation of the Remuneration Committee thereof may from time to time decide.

**Explanation:**

Perquisites shall be evaluated as per Income Tax Rules, wherever applicable and in the absence of any such rules, perquisites shall be evaluated at actual cost.

For the purposes of Perquisites stated above, "Family" means the spouse, dependent children and dependent parents of the Whole Time Director.

**d. Amenities:**

Car and Telephone: The Company shall provide car for use on Company's business and telephone, internet broadband at the residence, personal long distance calls on telephone and use of car for private purpose shall be billed by the Company. The Whole Time Director is also entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of the Company's business.

**(II) Overall Remuneration:**

The aggregate of salary, commission and perquisites in any financial year shall not exceed the overall ceiling laid down in Sections 198, 309 and other applicable provisions of the Companies Act, 1956, read with Schedule XIII of the said act as may be applicable for the time being in force.

**(III) Minimum Remuneration:**

**RESOLVED FURTHER THAT** in the event of loss or inadequacy of profits in any of the financial years during the tenure of Whole Time Director of the Company, he shall be entitled to receive and be paid the substantive remuneration mentioned in 1 above, but excluding Commission, as minimum remuneration and such remuneration shall be governed by the limits prescribed under Section II of Part II of Schedule XIII of the Companies Act, 1956 as may for the time being in force, subject to the approval of the Central Government, if and as may be required.

**RESOLVED FURTHER THAT** the Board ("the Board" which term shall be deemed to include the Remuneration Committee constituted by the Board) be and is hereby authorized to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

**RESOLVED FURTHER THAT** the Board of Directors may in its discretion pay to the Whole Time Director any remuneration lower than the maximum remuneration hereinbefore stipulated and revise the same from time to time, within the maximum limits stipulated by this resolution.

**RESOLVED FURTHER THAT** an agreement of employment with the Whole Time Director be entered into and such agreement be and is hereby authorized to be signed by any two directors, for and on behalf of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and is hereby authorized severally to file all forms with the Registrar of Companies and other statutory authorities as are necessary and appropriate to give effect to this resolution."

**11. To consider and if thought fit, to pass with or without modification(s), the following resolution as a SPECIAL RESOLUTION:**

**"RESOLVED THAT** in accordance with the provisions of Sections 198, 269 and 309 read with Schedule XIII and all other applicable provisions of the Companies Act, 1956 (including any statutory modifications (s) or re-enactment thereof, for the time being in force) and subject to such other approvals, if and as may be required, including of Central Government, consent of the Company be and is hereby accorded to the re appointment of Mr. Rajeev Vohra , as a Whole Time Director designated as Executive Director of the Company, for a period of 3 years with effect from March 1, 2013 on the following terms and conditions as to his remuneration, as recommended by the Remuneration Committee of the Company, subject to the same not exceeding the limits specified in Section 309 and Schedule XIII to the Companies Act, 1956, including any statutory modifications or re-enactment thereof for the time being in force or as may hereafter be made by the Central Government in that behalf from time to time.

**(I) Remuneration:**

- a) **Salary:** Not exceeding ₹ 7,00,000 per month in the scale of ₹ 7,00,000 – 1,00,000 – 9,00,000
- b) **Commission:** At such a rate as may be determined by the Board pursuant to the provisions of the Companies Act, 1956, and not exceeding 5% of the net profits of the Company for each financial year of the Company.
- c) **Perquisites:**
  1. **Housing:**
    - i Furnished residential accommodation or HRA at the rate as may be determined by the Board.
    - ii Expenses pertaining to gas, electricity, water and other utilities will be borne/ reimbursed by the Company.
    - iii The Company shall provide equipments and appliances, furniture and fixture and furnishing at the residence at the entire cost of the Company.
  2. **Medical Reimbursement:** Reimbursement of actual medical expenses incurred in India and/or abroad including hospitalization, nursing home and surgical expenses for self and family subject to a ceiling of three month's last drawn salary per year.
  3. **Leave Travel Concession:** Reimbursement of all the expenses (like travel fare, lodging, boarding, conveyance and other expenses) incurred for self and family during the leave travel holiday periods, whenever undertaken, whether in India or abroad in accordance with the rules of the Company.

4. **Club Fees:** Subscription of or reimbursement of membership fees of two clubs in India or abroad including admission and life membership fees.
5. **Medical Insurance and Personal Accident Insurance:** Medical Insurance and Personal Accident Insurance Policy for an amount, the annual premium of which shall not exceed ₹ 50,000 per annum.
6. **Life/Term Insurance:** The Company shall pay personal life/term insurance premium subject to a limit as may be decided by the Board from time to time.
7. The Company's contribution to provident fund, superannuation fund or annuity fund.
8. Gratuity payable at a rate not exceeding half a month's salary for each completed year of service.
9. Encashment of leave for every year of completed service at the end of the tenure.
10. **Other perquisites:** Subject to the overall ceiling on remuneration mentioned herein below, he shall be entitled to any other allowances, benefits and perquisites as the Board of Directors may on the recommendation of the Remuneration Committee thereof may from time to time decide.

**Explanation:**

Perquisites shall be evaluated as per Income Tax Rules, wherever applicable and in the absence of any such rules, perquisites shall be evaluated at actual cost

For the purposes of Perquisites stated above, "Family" means the spouse, dependent children and dependent parents of the Whole Time Director.

**d. Amenities:**

Car and Telephone: The Company shall provide car for use on Company's business and telephone, internet broadband at the residence, personal long distance calls on telephone and use of car for private purpose shall be billed by the Company. The Whole Time Director is also entitled to reimbursement of all actual expenses, including entertainment and travelling incurred in the course of the Company's business.

**(II) Overall Remuneration:**

The aggregate of salary, commission and perquisites in any financial year shall not exceed the overall ceiling laid down in Sections 198, 309 and other applicable provisions of the Companies Act, 1956, read with Schedule XIII of the said act as may be applicable for the time being in force.

**(III) Minimum Remuneration:**

**RESOLVED FURTHER THAT** in the event of loss or inadequacy of profits in any of the financial years during the financial years during the tenure of Whole Time Director of the Company, he shall be entitled to receive and be paid the substantive remuneration mentioned in 1 above, but excluding Commission, as minimum remuneration and such remuneration shall be governed by the limits prescribed under Section II of Part II of Schedule XIII of the Companies Act, 1956 as may for the time being in force, subject to the approval of the Central Government, if and as may be required.

**RESOLVED FURTHER THAT** the Board ("the Board" which term shall be deemed to include the Remuneration Committee constituted by the Board) be and is hereby authorized to take all such steps as may be necessary, proper or expedient to give effect to this resolution.

**RESOLVED FURTHER THAT** the Board of Directors may in its discretion pay to the Whole Time Director any remuneration lower than the maximum remuneration hereinbefore stipulated and revise the same from time to time, within the maximum limits stipulated by this resolution.

**RESOLVED FURTHER THAT** an agreement of employment with the Whole Time Director be entered into and such agreement be and is hereby authorized to be signed by any two directors, for and on behalf of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and is hereby authorized severally to file all forms with the Registrar of Companies and other statutory authorities as are necessary and appropriate to give effect to this resolution.

By Order of the Board  
**For Repro India Limited**

**Madhavi Kulkarni**  
Company Secretary

Date: May 30, 2012

**Registered Office:**  
Marathe Udyog Bhavan,  
2nd Floor, Appasaheb Marathe Marg,  
Prabhadevi, Mumbai 400 025  
Email – investor@reproindia ltd.com

**Notes:**

1. A member entitled to attend and vote at the annual general meeting is entitled to appoint a proxy to attend and vote on a poll instead of himself/herself and the proxy need not be a member of the Company. The instrument appointing proxy should, however, be deposited at the registered office of the Company not less than forty eight hours before the commencement of the annual general meeting.
2. As per the provisions of the Companies Act, 1956, the members who are individuals holding shares of the Company can appoint their nominees. The nomination Form 2B prescribed by the Government can be obtained from the Company's Registrar and Share Transfer Agent.
3. Corporate members intending to send their authorised representatives to attend the annual general meeting are requested to send a certified copy of the Board resolution authorizing their representative to attend and vote on their behalf at the annual general meeting.
4. Members / Proxies should fill the Attendance Slip for attending the meeting
5. Members are requested to bring their attendance slip along with their copy of the Annual Report to the meeting.
6. Members who hold shares in dematerialised form are requested to write their Client ID and DP ID Numbers and those who hold shares in physical form are requested to write their Folio Number in the Attendance slip for attending the Meeting.

7. In case of joint holders attending the annual general meeting, only such joint holder who is higher in the order of names will be entitled to vote.
8. Only bonafide members of the Company whose names appear on the Register of Members/Proxy-holders, in possession of valid attendance slips duly filled and signed will be permitted to attend the Annual General Meeting. The Company reserves its right to take all steps as may be deemed necessary to restrict non-members from attending the annual general meeting.
9. Relevant documents referred to in the accompanying Notice are open for inspection at the Registered Office of the Company on all working days, except Saturdays and Sundays, between 11.00 a.m. and 1.00 p.m. up to the date of the meeting.
10. The dividend declared at the annual general meeting will be paid to those members whose names are on the Register of Members of the Company as at the opening hours of September 15, 2012. The Register of Members of the Company will remain closed from September 15, 2012 to September 22, 2012 (both days inclusive) under Section 154 of the Companies Act, 1956 for the purpose of payment of Dividend.
11. Dividend on equity shares as recommended by the Board for the year ended March 31, 2012, when declared at the annual general meeting, will be paid on or before October 21, 2012:
  - (i) to those members whose names appear on the Company's register of members, after giving effect to all valid share transfers in physical form lodged with the Company's Registrar and Share Transfer Agents viz. Link Intime India Pvt Limited at C/13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup(W), Mumbai 400 078 on or before September 14, 2012 and.
  - (ii) In respect of shares held in electronic form, to those members whose names appear in the statements of beneficial ownership furnished by National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) as at the opening hours of September 15, 2012.
12. The Certificate from the Auditors of the Company for Repro India Ltd (Employees Stock Option Scheme) 2006 (REPRO ESOS 2006) and Repro India Ltd (Employees Stock Option Scheme) 2010 (REPRO ESOS 2010) will be available for inspection at the annual general meeting.
13. In terms of Sections 205A and 205C of the Companies Act, 1956 the amount of dividend remaining unclaimed or unpaid for a period of seven years from the date of transfer to the unpaid dividend account is required to be transferred to the Investor Education and Protection Fund (IEPF). Accordingly, in the year 2012-13, the Company would be transferring the unclaimed or unpaid Final Dividend for the financial year ended March 31, 2005 to the IEPF on or before October 10, 2012. Members are requested to ensure that they claim the dividend from the Company before transfer of the said amounts to the IEPF.
14. Members holding shares in electronic form may note that bank particulars registered against their respective depository accounts will be used by the Company for payment of dividend. The Company or its Registrars and Transfer Agents cannot act on any request received directly from the members holding shares in electronic form for any change of bank particulars or bank mandates. Such changes are to be advised only to the Depository Participant of the members.
15. Members holding share in electronic form are requested to intimate immediately any change in their address or bank mandates to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form are requested to advise any change of address immediately to the Company/ Registrar and Transfer Agents, Link Intime India Pvt. Ltd.
16. The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in securities market. Members holding shares in electronic form are, therefore, requested to submit the PAN to their Depository Participants with whom they are maintaining their demat accounts. Members holding shares in physical form can submit their PAN details to the Company/Registrars and Transfer Agents, Link Intime India Private Limited.
17. Non-Resident Indian Members are requested to inform the Company's Registrars and Transfer Agents, Link Intime India Pvt. Limited, immediately of:
  - (a) the change in the residential status on return to India for permanent settlement.
  - (b) the particulars of the bank account maintained in India with complete name, branch, account type, account number and address of the Bank with Pin Code Number, if not furnished earlier.
18. Members desirous of obtaining any information concerning accounts and operations of the Company are requested to address their questions in writing to the Company at least 7 days before the date of the meeting so that the information required may be made available at the meeting.
19. Pursuant to Clause 49 of the Listing Agreement, profile of the Directors proposed for re-appointment being given in a statement containing details of the concerned directors is forming part of the Corporate Governance Report.
20. Repro India Limited is concerned about the environment and utilizes natural resources in a sustainable way. Recognising the spirit of the circular issued by the Ministry of Company Affairs (MCA), by which the MCA has allowed companies to send official documents to their shareholders electronically as part of its green initiatives in corporate governance, we henceforth propose to send documents like the Notice convening the general meetings, Financial Statements, Directors' Report Auditors' Report, etc to the email address provided by you with your Depositories.

We request you to update your email address with your depository participant to ensure that the annual report and other documents reach you on your preferred email.

By Order of the Board  
**For Repro India Limited**

**Madhavi Kulkarni**  
 Company Secretary

Date: May 30, 2012

**Registered Office:**  
 Marathe Udyog Bhavan,  
 2nd Floor, Appasaheb Marathe Marg,  
 Prabhadevi, Mumbai 400 025  
 Email – investor@reproindia ltd.com

## EXPLANATORY STATEMENT PURSUANT TO SECTION 173(2) OF THE COMPANIES ACT, 1956

As required by Section 173 of the Companies Act, 1956 (the Act), the following Explanatory Statement sets out all material facts relating to the business mentioned under Item Nos. 7 to 11 of the accompanying Notice dated May 30, 2012.

### ITEM NO. 7:

The present term of office of Mr. Pramod Khera as Executive Director as approved by the shareholders at the annual general meeting of the Company held on July 18, 2009, ended on May 18, 2012. Subject to the shareholders approval, the Board of Directors, at their meeting held on May 30, 2012, re-appointed the aforesaid Director for a further period of 3 years from the expiry date of his term, on the remuneration determined by the Remuneration Committee of the Board of Directors. The Remuneration Committee of the Board of Directors has recommended a revision in the remuneration.

Mr. Pramod Khera has been the Executive Director of the Company since May 18, 2009 and has successfully demonstrated his abilities and excellence in the growth path of the Company and has substantially contributed to the consistent performance of the company.

A brief resume of Mr. Pramod Khera along with the nature of his expertise in specific functional areas and name of companies in which he holds directorship and membership/chairmanship of the Board Committees, as stipulated under Clause 49 of Listing Agreement with the Stock Exchanges in India, is provided in the Report on Corporate Governance forming part of the Annual Report.

This may be treated as an abstract of the draft Agreement between the Company and Mr. Pramod Khera pursuant to Section 302 of the Act.

The Executive director holds 244601 equity shares in the Company.

Save and except the above said Director, none of the Directors are in any way concerned or interested in this resolution.

The Board recommends the Resolutions set out at Item No. 7

### ITEM NO. 8-11

The present term of office of Mr. Vinod Vohra as Chairman of the Company, Mr. Sanjeev Vohra as Managing Director, Mr. Mukesh Dhruve and Mr. Rajeev Vohra as Executive Directors as approved by the shareholders at the annual general meeting of the Company held on July 18, 2009 will end on February 28, 2013, Subject to the shareholders approval, the Board of Directors, at their meeting held on May 30, 2012 re-appointed the aforesaid Directors for a further period of 3 years from the expiry date of their term, on the remuneration determined by the Remuneration Committee of the Board of Directors. The Remuneration Committee of the Board of Directors has recommended a revision in the remuneration.

Mr. Vinod Vohra, Mr. Sanjeev Vohra, Mr. Mukesh Dhruve and Mr. Rajeev Vohra are the promoter-directors of the Company and during the last close to 20 years have managed and steered the Company

extremely successfully and have been responsible for the Companies achievement of consistently good financial results year after year.

Mr. Vinod Vohra is a Science Graduate. His vision was instrumental in our Company's transition to the area of fulfillment services. He was responsible for the planning and setting up of our Company's Print and Fulfillment facility and currently keeps in tune with the technology required to enhance the business infrastructure as well as to plan the infrastructure for our Company's foray into newer business lines.

Mr. Sanjeev Vohra, having graduated in Economics and Finance, he is the main financial mind behind our Company. Through his direction, guidance and efficient resource management he has taken our Company into high growth business areas, which have resulted in niche and specialized segments of growth.

Mr. Mukesh Dhruve, a fellow member of the Institute of Chartered Accountants of India has been a part of your Company since its inception. He leads the Export business with the countries in different Continents and is responsible for building relationships with financial institutions and also directs the legal, secretarial and statutory operations of your Company.

Mr. Rajeev Vohra is a commerce graduate and over the past years acquired considerable experience in manufacturing both on the technical and management front. Based on this experience he has introduced efficient technology processes to your Company. He currently directs our Company's Print and Fulfillment facility in Navi Mumbai.

A brief resume of the Directors along with the nature of their expertise in specific functional areas and name of companies in which he holds directorship and membership/chairmanship of the Board Committees, as stipulated under Clause 49 of Listing Agreement with the Stock Exchanges in India, is provided in the Report on Corporate Governance forming part of the Annual Report. The broad particulars of remuneration payable to and the terms of the appointment of Mr. Vinod Vohra, Mr. Sanjeev Vohra, Mr. Mukesh Dhruve and Mr. Rajeev Vohra are as per the resolution nos. 8-11 respectively set out in the accompanying notice.

This may be treated as an abstract of the draft Agreement between the Company and Mr. Vinod Vohra, Mr. Sanjeev Vohra, Mr. Mukesh Dhruve and Mr. Rajeev Vohra pursuant to section 302 of the Act.

Mr. Vinod Vohra, Mr. Sanjeev Vohra, Mr. Mukesh Dhruve and Mr. Rajeev Vohra are concerned or interested in the respective resolution which pertains to their reappointment. Further Mr. Vinod Vohra, Mr. Sanjeev Vohra and Mr. Rajeev Vohra may also be deemed to be interested in the resolution for the appointment of each other as they are related to each other. Save and except the above, none of the other Directors of the Company, is in any way concerned or interested in the resolution.

The Board recommends the Resolutions set out at Item No. 8, 9, 10 and 11 of the Notice for your approval.





**REPRO INDIA LIMITED**

Registered Office : Marathe Udyog Bhavan, 2nd Floor,  
Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025

**ATTENDANCE SLIP**

PLEASE FILL THE ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL

Joint shareholders may obtain additional slip at the venue of the meeting.

DP ID \_\_\_\_\_

Master Folio No.\* \_\_\_\_\_

Client ID \_\_\_\_\_

No. of shares held \_\_\_\_\_

NAME AND ADDRESS OF THE SHAREHOLDER

I hereby record my presence at the Nineteenth Annual General Meeting of the Company at **'The Club', The Colonial Hall, 197, D. N. Nagar Road, Near D. N. Nagar Police Station, Andheri (W), Mumbai-400 053**, on Saturday, **September 22, 2012** at 11.30 A.M.

Signature of the shareholder or proxy

\* Applicable for investors holding shares in Physical form



**REPRO INDIA LIMITED**

Registered Office : Marathe Udyog Bhavan, 2nd Floor,  
Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025

**PROXY FORM**

DP ID \_\_\_\_\_

Master Folio No.\* \_\_\_\_\_

Client ID \_\_\_\_\_

No. of shares held \_\_\_\_\_

I/We ..... of ..... being a member/members of Repro India Limited, hereby appoint ..... of ..... Or failing him/her ..... of ..... as my/our proxy to attend and vote for me/us on my/our behalf at the Nineteenth Annual General Meeting of the Company to be held at **The Club, The Colonial Hall, 197, D. N. Nagar Road, Near D. N. Nagar Police Station, Andheri (W), Mumbai-400 053**, on Saturday, **September 22, 2012** at 11.30 A.M. and/or at any adjournment thereof.

Signed this ..... day of ..... 2012

\* Applicable for investors holding shares in Physical form

Affix Re.1/-  
Revenue  
Stamp

**Notes:**

- (1) The proxy form in order to be effective should be duly stamped, completed and signed and must be deposited at the Registered Office of the Company, not less than 48 hours before the time for holding the aforesaid Meeting. A proxy need not be a member of the Company.
- (2) Members holding shares under more than one folio may use photocopy of this Proxy Form for other folios. The Company shall provide additional forms on request.

