

**Non-Transferable****August 30, 2017****L&T INFRASTRUCTURE FINANCE COMPANY LIMITED****Corporate Identity Number: U67190MH2006PLC299025****Date of Incorporation:** April 18, 2006

A Public Limited Company incorporated under the Companies Act, 1956

**Registered Office:** Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santacruz (East),  
Mumbai - 400098**Tel:** (044)-66881166 and **Fax** :-(044)-66881010**Corporate Office:** 3<sup>rd</sup> Floor, Brindavan, Plot No. 177, CST Road, Kalina, Santacruz (East),  
Mumbai 400098**Tel:** (022)-62125300 **Fax:** (022)-62125398**Website:** [www.ltfs.com](http://www.ltfs.com)**Company Secretary and Compliance Officer:** Mr. Ankit Sheth

**OFFER DOCUMENT AND PRIVATE PLACEMENT OFFER LETTER (“OFFER DOCUMENT”) BY L&T INFRASTRUCTURE FINANCE COMPANY LIMITED (THE “COMPANY” OR THE “ISSUER”) OF SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES WITH FACE VALUE OF RS. 25,00,000/- EACH (RUPEES TWENTY FIVE LAKH ONLY) (THE “DEBENTURES” OR “NCDS”), AGGREGATING UP TO RS. 50 CRORE (RUPEES FIFTY CRORE) WITH AN OPTION TO RETAIN OVER-SUBSCRIPTION UPTO RS. 100 CRORE (RUPEES HUNDRED CRORE) (THE “ISSUE”) IN ALL FOR AN OVERALL AMOUNT AGGREGATING TO RS. 150 CRORE (RUPEES ONE HUNDRED AND FIFTY CRORE ONLY), FOR FINANCIAL YEAR 2017-2018 ON PRIVATE PLACEMENT BASIS.**

The Issue is being made pursuant to the provisions of the Securities and Exchange Board of India (“SEBI”) (Issue and Listing of Debt Securities) Regulations, 2008 as amended and SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations 2012 (the “Debt Regulations”) and RBI Circular No. DNBR (PD) CC No.021/03.10.001/2014-15 dated February 20, 2015 and Private Placement Offer Letter under the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended.

**GENERAL RISK**

Investors are advised to read the section titled “*Risk Factors*” carefully before taking an investment decision in this Issue. For the purposes of taking an investment decision, investors must rely on their own examination of the Issuer and of the Issue, including the risks involved.

**CREDIT RATINGS**

**Credit Rating:**

“CARE AA+” by Credit Analysis & Research Limited (“CARE”) for an aggregate amount up to Rs. 9500 Crore and “ICRA AA+” from (“ICRA”) for an aggregate amount up to Rs. 7699.03 Crore.

The rating of this Issue is not a recommendation to buy, sell or hold securities and investors should take their own decisions. The rating may be subject to revision or withdrawal at any time by the rating agency on the basis of new information. Each rating should be evaluated independently of any other rating. The rating agency has a right to suspend, withdraw the rating at any time on the basis of new information, etc.

**LISTING**

The Debentures to be issued under this Private Placement are proposed to be listed on the Wholesale Debt Market (“WDM”) segment of BSE Limited (“BSE”).

**GENERAL RISKS**

Prospective investors should consult their own legal, regulatory, tax, financial and/or accounting advisors about risks associated with an investment in such Debentures and the suitability of investing in such Debentures in light of their particular circumstances.

Investment in these Debentures 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. Potential investors are advised to read this Offer Document 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 Debentures 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 document. This Offer Document has not been submitted, cleared or approved by SEBI.

The Reserve Bank of India (“RBI”) does not accept any responsibility or guarantee as to the financial soundness of the Company or for the correctness of any of the statements or representation made or opinions expressed by the Company and for repayment of deposits / discharge of liabilities of the Company. The issuing of a license and granting of approval by RBI to the Company permitting it to act as a non-deposit taking or holding Non Banking Financial Company (“NBFC”) should not in any way, be deemed or construed to be an approval by RBI to this Offer Document. RBI neither accepts any responsibility nor guarantee for the repayment of the redemption amount to any investors.

**DISCLAIMER**

THIS OFFER DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF PROSPECTUS. THE SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES (HEREINAFTER REFERRED TO AS **“DEBENTURES”**) ARE TO BE LISTED ON WDM SEGMENT OF BSE DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES TO THE PUBLIC IN GENERAL. APART FROM THIS OFFER DOCUMENT, NO OFFER DOCUMENT OR PROSPECTUS HAS BEEN PREPARED IN CONNECTION WITH THE OFFERING OF THIS ISSUE OR IN RELATION TO THE COMPANY NOR IS SUCH A PROSPECTUS REQUIRED TO BE REGISTERED UNDER THE APPLICABLE LAWS. ACCORDINGLY, THIS OFFER DOCUMENT HAS NEITHER BEEN DELIVERED FOR REGISTRATION NOR IS IT INTENDED TO BE REGISTERED.

THIS OFFER DOCUMENT HAS BEEN PREPARED TO PROVIDE GENERAL INFORMATION ABOUT THE COMPANY AND OTHER TERMS AND CONDITIONS

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NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS OFFER DOCUMENT OR IN ANY MATERIAL MADE AVAILABLE BY THE COMPANY TO ANY POTENTIAL INVESTOR PURSUANT HERETO AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE INTERMEDIARIES AND THEIR AGENTS OR ADVISORS ASSOCIATED WITH THIS OFFER DOCUMENT HAVE NOT SEPARATELY VERIFIED THE INFORMATION CONTAINED HEREIN. ACCORDINGLY, NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY IS ACCEPTED BY ANY SUCH INTERMEDIARY, AGENT OR ADVISOR AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS OFFER DOCUMENT OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY. ACCORDINGLY, ALL SUCH INTERMEDIARIES, AGENTS OR ADVISORS ASSOCIATED WITH THIS ISSUE SHALL HAVE NO LIABILITY IN RELATION TO THE INFORMATION CONTAINED IN THIS OFFER DOCUMENT OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY IN CONNECTION WITH THIS ISSUE.

THE CONTENTS OF THIS OFFER DOCUMENT ARE INTENDED TO BE USED ONLY BY THOSE INVESTORS TO WHOM IT IS SPECIFICALLY BEEN ADDRESSED. IT IS NOT INTENDED FOR DISTRIBUTION TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED BY THE RECIPIENT.

THE PERSON TO WHOM A COPY OF THIS OFFER DOCUMENT IS SENT IS ALONE ENTITLED TO APPLY FOR THE DEBENTURES. NO INVITATION IS BEING MADE TO ANY PERSONS OTHER THAN THOSE TO WHOM APPLICATION FORMS ALONG WITH THIS OFFER DOCUMENT HAVE BEEN SENT. ANY APPLICATION BY A PERSON TO WHOM

THE OFFER DOCUMENT AND/OR THE APPLICATION FORM HAS NOT BEEN SENT BY THE COMPANY SHALL BE REJECTED.

THE PERSON WHO IS IN RECEIPT OF THIS OFFER DOCUMENT SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY.

EACH PERSON RECEIVING THIS OFFER DOCUMENT ACKNOWLEDGES THAT:

- A. SUCH PERSON HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST AND TO REVIEW AND HAS RECEIVED ALL ADDITIONAL INFORMATION CONSIDERED BY AN INDIVIDUAL TO BE NECESSARY; AND
- B. TO VERIFY THE ACCURACY OF OR TO SUPPLEMENT THE INFORMATION HEREIN; AND
- C. TO UNDERSTAND THE NATURE OF THE DEBENTURES AND THE RISKS INVOLVED IN INVESTING IN THEM INCLUDING FOR ANY REASON HAVING TO SELL THEM OR BE MADE TO REDEEM THEM BEFORE FINAL REDEMPTION DATE; AND
- D. SUCH PERSON HAS NOT RELIED ON ANY INTERMEDIARY OR AGENT OR ADVISORY OR UNDERWRITER THAT MAY BE ASSOCIATED WITH ISSUANCE OF THE DEBENTURES IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

THIS OFFER DOCUMENT DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THIS OFFER DOCUMENT IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS OFFER DOCUMENT AND THE OFFERING AND SALE OF THE DEBENTURES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS OFFER DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THE DEBENTURES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED ("U.S. SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES (AS DEFINED UNDER REGULATIONS UNDER THE U.S. SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT.

THE OFFER DOCUMENT IS MADE AVAILABLE TO INVESTORS IN THIS SERIES ON THE STRICT UNDERSTANDING THAT IT IS CONFIDENTIAL.

#### **DISCLAIMER STATEMENT FROM THE COMPANY**

THE COMPANY ACCEPTS NO RESPONSIBILITY FOR STATEMENTS MADE OTHER THAN IN THIS OFFER DOCUMENT OR ANY OTHER MATERIAL EXPRESSLY STATED TO BE ISSUED BY OR AT THE INSTANCE OF THE COMPANY IN CONNECTION WITH THE ISSUE OF THIS SERIES OF DEBENTURES AND THAT ANYONE PLACING RELIANCE ON ANY OTHER SOURCE OF INFORMATION WOULD BE DOING SO AT THEIR/ITS OWN RISK.

**DISCLAIMER STATEMENT FROM BSE**

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THIS OFFER DOCUMENT WITH THE BSE SHOULD NOT, IN ANY WAY, BE DEEMED OR CONSTRUED THAT THE SAME HAS BEEN CLEARED OR APPROVED BY THE BSE. THE BSE 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 THIS OFFER DOCUMENT.

**ELIGIBILITY OF THE COMPANY TO COME OUT WITH THE ISSUE**

THE COMPANY AND ITS DIRECTORS HAVE NOT BEEN PROHIBITED FROM ACCESSING THE CAPITAL MARKET UNDER ANY ORDER OR DIRECTIONS PASSED BY SEBI.

**DEFINITIONS/ ABBREVIATIONS/ TERMS USED**

Articles of Association	The Articles of Association of the Company
Beneficiary/Beneficiaries	Those persons whose names appear on the beneficiary details provided by the Depositories (NSDL and/ or CDSL) as on the record date.
Board/Board of Directors	The Board of Directors of the Company
BSE	BSE Limited
CDSL	Central Depository Services (India) Limited
Company/LTIFC	L&T Infrastructure Finance Company Limited
Companies Act	Companies Act, 1956 as amended and The Companies Act, 2013 to the extent notified
Debentures/NCDs	Secured, Redeemable, Non-Convertible Debentures ("NCDs") of face value of Rs. 25,00,000 each being issued under this Offer Document
Debenture Certificate	Certificate issued in registered form by the Company to the Debenture Holder in terms of the Debenture Trust Deed, evidencing ownership of the Debentures
Debenture Register	The Register of Debenture Holders maintained by the Company and/or the Registrar and Transfer Agent
Debenture Holder(s)	Person(s) who are for the time being holders of the Debentures and whose names are last mentioned in the Debentures/ Debenture Register and shall include Beneficiaries, and where the context admits, the term shall be deemed to include the allottees of the NCDs, before the NCDs have been issued.
Debt Listing Regulations	Securities and Exchange Board of India ("SEBI") (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations 2012 as amended
Depositories	NSDL and CDSL
DP	Depository Participant
FY	Financial Year
FPI	Foreign Portfolio Investor
GOI	Government of India
IPO	Initial Public Offering
INR/Rs./Rupees	The lawful currency of the Republic of India
Investors	Those persons (who fall within a class listed under the

	heading 'who can apply' of this Offer Document) to whom a copy of this Offer Document may be sent, specifically addressed to such person, with a view to offering the Debentures for sale (being offered on a private placement basis) under this Offer Document
Issue	Secured, Redeemable, Non-Convertible, Debentures with a face value of Rs. 25,00,000 (Rs. Twenty Five Lakhs) each aggregating up to Rs. 50 Crore with an option to retain over subscription of Rs.100 Crore for Financial Year 2017-2018 on private placement basis
L&T	Larsen & Toubro Limited
Letter of Allotment	Letter addressed by or on behalf of the Company to an Investor stating therein, inter-alia, that the Investor's Application has been accepted for allotment for the number of Debentures mentioned in such advice and the application money paid by it has been accordingly adjusted towards payment of the allotment money on the number of Debentures being allotted to it
MCA	Ministry of Corporate Affairs, Government of India
NBFC	Non-Banking Financial Company
NCDs	Non-Convertible Debentures
NPA	Non-Performing Assets
NSDL	National Securities Depository Limited
NEFT	National Electronic Fund Transfer
Offer Document	This offer document and private placement offer letter dated August 30, 2017, prepared by the Company in relation to the private placement of debentures aggregating up to Rs. 50 Crore with an option to retain over subscription of Rs.100 Crore.
SEBI	Securities and Exchange Board of India
TDS	Tax Deducted at Source
WDM	Wholesale Debt Market segment of the BSE Limited

## RISK FACTORS

### INTERNAL/EXTERNAL RISK FACTORS

The following are the risks envisaged by the management, and Investors should consider the following risk factors carefully for evaluating the Company and its business before making any investment decision. Unless the context requires otherwise, the risk factors described below apply to L&T Infrastructure Finance Company Limited only. If anyone of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and therefore the value of the Company's debt securities could decline.

**Note:** Unless specified or quantified in the relevant risk factors, the Company is not in a position to quantify the financial other implications of any risk mentioned herein below. Reference to "our business" in this section refers to the business of the Company.

## INTERNAL RISK FACTORS

### Debenture Redemption Reserve

No Debenture Redemption Reserve is being created for issue of NCDs in pursuance of this Offer Document. Creation of Debenture Redemption Reserve is not required for the proposed issue of Debentures. Rule 18 (7) of Companies (**Share Capital and Debentures**) Rules, 2014 states that NBFCs registered with the RBI under Section 45-IA of the RBI (Amendment) Act, 1997, need not create a Debenture Redemption Reserve in respect of privately placed Debentures.

### Contingent Liabilities

The Company's contingent liabilities could adversely affect its financial condition. As on March 31, 2017, the Company had contingent liabilities of Rs. 1259.87 lakh on account of income-tax/sales-tax liabilities in respect of matters in appeal and Non fund based facilities and commitments amounting to Rs. 1,41,452.94 lakh on account of performance guarantees issued and undisbursed facilities.

### Interest Rate Risk

The Company's business is largely dependent on interest income from its operations. The Company is exposed to interest rate risk principally as a result of lending to customers at interest rates and in amounts and for periods, which may differ from its funding sources (institutional/bank borrowings and debt offerings). The Company seeks to match its interest rate positions to minimize interest rate risk.

Despite these efforts, there can be no assurance that significant interest rate movements will not have an effect on its results of operations. Interest rates are highly sensitive to many factors beyond its control, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility.

### Access to Capital Markets and Commercial Borrowings

The Company's growth will depend on its continued ability to access funds at competitive rates. With the growth of its business, the Company is increasingly reliant on funding from the debt capital markets and commercial borrowings. The market for such funds is competitive and its ability to obtain funds at competitive rates will depend on various factors, including its ability to maintain its credit ratings. While its borrowing costs have been competitive in the past due to its credit rating and the quality of its asset portfolio, if the Company was unable to access funds at an effective cost that is comparable to or lower than its competitors, the Company may not be able to offer competitive interest rates for its loans. This may adversely impact its business, its future financial performance. The value of its collateral may decrease or the Company may experience delays in enforcing its collateral when its customers default on their obligations, which may result in failure to recover the expected value of collateral and adversely affect its financial performance.

## **Non-Performing Assets (NPA)**

If the level of NPAs in the Company's portfolio were to increase, its business would suffer. As on March 31, 2017, Gross and Net non-performing assets of LTIFC were Rs. 1,16,335.92 lakh and Rs. 62,253.01 lakh respectively. LTIFC is fully complying with the RBI Guidelines/Directives in connection with provisioning norms. The Company believes that its overall financial profile, capitalization levels and risk management systems, provide significant risk mitigation.

### **Credit Risk**

The business of providing loans to infrastructure projects carries the risk of default by borrowers and other counterparties.

Any lending and investment activity is exposed to credit risk arising from the risk of repayment default by the borrowers and counterparties. The Company has institutionalized a systematic credit evaluation process, wherein the Board of Directors/Investment & Credit Committee, as the case may be, has articulated a Risk Management Philosophy and also defined the institutional "Risk Tolerance". The risk philosophy and tolerance circumscribes the institutional response to asset selection, sector/portfolio buildup, exposure management, pricing parameters and asset-liability management. With a view to better understand credit quality and enable effective differentiation of credit risk, a broad-based credit risk-rating framework has been developed. The parameters of the framework are being customized for each sector to reflect the credit quality of individual projects, with a view to effectively transit to a risk-based capital allocation envisaged under Basel II framework.

Further, necessary control measures like maintaining a diversified portfolio with sector-wise, promoter group-wise and specific client-wise exposure limits are set to avoid concentration of lending to any specific sector/promoter group/company. With a view to manage the portfolio, the exposure limits are continuously monitored and reviewed. LTIFC monitors the performance of its asset portfolio on a regular and continual basis to detect any material development and also constantly evaluates the changes and developments in sectors to which it has substantial exposure.

The Company also undertakes a periodic review of its entire asset portfolio with a view to determine the portfolio valuation, identify potential areas of action and devise appropriate strategies thereon. The Company follows a conservative provisioning and write-off policy, which is in line with what is prescribed by the RBI.

### **Market Risk**

Increased interest rate volatility exposes LTIFC to market risk arising out of maturity/interest rate mismatches.

Risk arising from interest rate volatility is inherent to the business of financial intermediation and term lending. This risk is minimized by linking the interest rates on term lending to a base rate, which varies in accordance with overall movement in market rates. Further, the rate applicable to each tranche of disbursement varies in accordance with the prevailing base rate. Also in specific cases, necessary interest rate reset clauses are provided to mitigate interest rate risk.

The overall management of interest rate risk is carried out through the matching of the maturities of assets and liabilities, as a part of the Asset-Liability Management process.

## EXTERNAL RISK FACTORS

**Changes in Government policies may impact the performance of the infrastructure sector, which may in turn affect LTIFC**

**Management Perception:** The policy and institutional framework in the infrastructure sector have been continuously evolving, while the reform process in the infrastructure sector is an accepted and irreversible phenomenon. Also the process of setting up the requisite regulatory framework in the infrastructure sector would provide necessary comfort against the risk of change in policies. Further as part of its project appraisal activity, LTIFC evaluates the risk of policy changes and create appropriate hedge mechanisms against unacceptable policy risks.

The growth of the infrastructure industry in India and LTIFC's business is dependent on the establishment of stable government policies and prudent regulation. Infrastructure development in India has historically been the preserve of the Central and State Governments, and has been constrained by various factors such as shortages of public funding, political considerations and issues of transparency and accountability. Changes in Government policies which began in the 1990s facilitated the entry of private capital into infrastructure and have led to rapid growth in certain sectors, notably telecommunications. More recently, policy changes in the transportation, energy and industrial and commercial infrastructure sectors have begun to attract significant private sector interest. The pace of regulatory change in other infrastructure sectors has not been as rapid, and there is substantial need for further action. Although the Company believes that policy and regulatory reforms continue to move in the right direction, the precise nature and pace of policy and regulatory change will have an impact on its growth and financial results.

**Material changes in Regulations to which the Company is subject could cause the Company's business to suffer**

The policy and institutional framework in the infrastructure sector have been continuously evolving, while the reform process in the infrastructure sector is an accepted and irreversible phenomenon. Also the process of setting up the requisite regulatory framework in the infrastructure sector would provide necessary comfort against the risk of change in policies. Further as part of its project appraisal activity, LTIFC evaluates the risk of policy changes and create appropriate hedge mechanisms against unacceptable policy risks.

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NBFCs in India are subject to detailed supervision and regulation by the RBI. NBFCs not accepting public deposits are exempt from most such provisions. The Company is subject generally to changes in Indian law, as well as to changes in Government regulations and

policies and accounting principles. The RBI also requires the Company to make provisions in respect of NPAs. Any changes in the regulatory framework affecting NBFCs including the provisioning for NPAs or capital adequacy requirements could adversely affect the profitability of the Company or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

**Risk of competition in infrastructure lending and resource raising including disintermediation due to development of the capital markets**

It is well established that significant investment in infrastructure is required in order to achieve higher levels of Gross Domestic Product ("GDP"). Accordingly, the requirement of funds both from lending institutions/banks and the capital market is likely to increase substantially. Further, infrastructure projects are capital intensive with long gestation periods and back ended cash flows that require significant long tenor financing at interest rates that provide an effective return for the inherent risk. LTIFC has achieved substantial domain knowledge on the various infrastructure sectors and the credit appraisal and financial structuring capability of LTIFC is well recognised and widely accepted among other investors. In this context, it is expected that commercial banks and other investors would prefer to work together with LTIFC in infrastructure project financing.

Also with the development of the capital markets, while a part of the financial requirement of the infrastructure projects may be met by direct borrowings from the capital markets, it is envisaged that the projects would essentially be financed by institutional investors with significant risk understanding and appetite and with capacity to provide long tenor funding.

On the resource raising front, LTIFC with its strong financial profile, underpinned by capitalisation levels and sound risk management systems would attract investors to invest in its bonds and debentures. The opening up of insurance and pension sectors, with its long tenured liabilities holds good potential as an investor base, in addition to avenues such as Commercial Banks, Mutual Funds and other traditional investors.

**A slowdown in economic growth in India could cause the Company's business to suffer**

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy could adversely affect its business, including its ability to grow its asset portfolio, the quality of its assets, and its ability to implement its strategy. India's economy could be adversely affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy.

**Political instability or changes in the Government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally, which could impact the Company's financial results and prospects**

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy could adversely affect its business, including its ability to grow its asset portfolio, the quality of its assets, and its ability to implement its strategy. India's economy could be adversely

affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy.

**Terrorist attacks, civil unrest and other acts of violence or war involving India and other countries could adversely affect the financial markets and the Company's business**

Terrorist attacks and other acts of violence or war may negatively affect the Indian markets and may also adversely affect the worldwide financial markets. These acts may also result in a loss of business confidence. In addition, adverse social, economic and political events in India could have a negative impact on the Company. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse impact on the Company's business.

**Risk of competition in lending and resource raising could cause the Company's business to suffer**

Despite increasing competition, the Company has already established a strong presence in the infrastructure financing in India. LTIFC is engaged in the business of financing infrastructure projects, covering sectors such as Power, Transportation, Telecommunication, Railways, Aviation, Shipping, Capital Equipment, Construction, Industrial Parks, Logistics, Real Estate, Roads, Special Economic Zones. The Company intends to leverage L&T's domain knowledge in the engineering and construction fields to provide infrastructure financing solutions through a mix of debt, sub-debt, quasi-equity and equity participation. It also provides active support to clients in the project development stage. The management believes that the Company's brand equity, reach and strategic alliances along with its resource base would provide the necessary strength to perform well in a competitive market.

**DISCLOSURES UNDER SCHEDULE I OF SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF DEBT SECURITIES) REGULATIONS, 2008, SEBI (ISSUE AND LISTING OF DEBT SECURITIES) (AMENDMENT) REGULATIONS 2012 AND PURSUANT TO SECTION 42 AND RULE 14(1) OF COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014.**

**ISSUER INFORMATION**

**A) Name & Address of Following:**

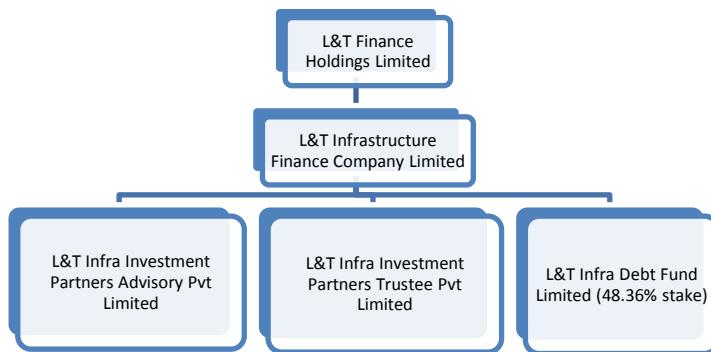
Registered office of the Issuer	Corporate office of the Issuer	Compliance officer of the Issuer
<u>L&amp;T Infrastructure Finance Company Limited</u> Brindavan, Plot No. 177, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098. Tel:-(044)-66881166; Fax:-(044)-66881010	3 <sup>rd</sup> Floor, Brindavan, Plot No. 177, CST Road, Kalina, Santacruz (East), Mumbai 400098 Tel :- (022) 6212 5300 Fax:- (022) 6212 5398	<u>Mr. Ankit Sheth</u> City -2, 177, C.S.T. Road, Kalina, Santacruz (E), Mumbai – 400098
<b>Arrangers, if any, of the instrument</b>	<b>Trustee of the Issue</b>	<b>Auditors of the Issuer</b>
<u>NA</u>	<u>Catalyst Trusteeship Limited (Formerly GDA Trusteeship Limited)</u>  GDA House Plot No 85, Opp. Kothrud Bus Depot, Bhusari Colony (Right), Paud Road, Pune – 411 038	<u>M/s. B. K. Khare &amp; Co.</u>  706/708, Sharda Chambers, New Marine Lines, Mumbai – 400020.
<b>Registrar of the Issue</b>	<b>Credit Rating Agencies of the Issue</b>	<b>Chief Financial Officer</b>
<u>M/s. Link Intime (India) Private limited</u> C 101, 247 Park, L B S Marg, Vikhroli (West), Mumbai-400083. Tel: 022-49186000 Fax: 022-49186000 Email: ganesh.jadhav@linkintime.co.in Contact Person: Mr. Ganesh Jadhav Designation : Associate Vice President–Depository Operations	<u>CARE Limited</u> 4th Floor, Godrej Coliseum, Somaiya Hospital Road, off Eastern Express Highway, Sion (E), Mumbai -400022.  <u>ICRA Limited</u> Electric Mansion, 3rd Floor, Appasaheb Marathe Marg, Prabhadevi, Mumbai - 400025.	Mr. Sachinn Joshi, Chief Financial Officer

**B) Brief summary of the business /activities of the Company and its line of business**

L&T Infrastructure Finance Company Limited, subsidiary of L&T Finance Holdings Limited ("LTFHL") (earlier known as L&T Capital Holdings Limited) is a premier Non-Banking Finance Company in the country, focused on financing of infrastructure projects, covering various sectors. LTIFC offer a "one-stop" solution for all infrastructure financing that include vanilla term loans, subordinated debt, quasi equity, non-fund based support, joint ventures and co-promoting projects.

The Company intends to leverage L&T's domain knowledge in the engineering and construction fields to provide infrastructure financing solutions through a mix of debt, sub-debt, quasi-equity and equity participation. It also provides active support to clients in the project development stage.

LTIFC's success since its inception in 2006 has been due to the combination of many factors. The key ones are: the sheer demand for infrastructure in the country, LTIFC's acknowledged expertise in all areas of infrastructure, the Company's ability to tap financial resources, its strategy to be a 'one-stop-shop' for infrastructure and a strong synergy between the Company's Professional Management and its Board of Directors and key stakeholders that allows it to expeditiously pursue opportunities for yet more profitable growth.

**Corporate structure of the Company:**

**Details of branches:**

Sr. No.	1	2	3
Branch Name	<b>Regional/Branch Office - Delhi</b>	<b>Regional/Branch Office: Chennai</b>	<b>Regional/Branch Office: Hyderabad</b>
Branch Address	6th Floor, DCM Building, Barakhamba Road, Connaught Place, Pin Code 110001	6 <sup>th</sup> Floor, KGN Towers, No.62, Ethiraj Salai (Commander-in-Chief Road, Egmore, Pin Code 600105	4 <sup>th</sup> Floor, APDL Estates, 7-1-21/A Survey No 34/1, Begumpet, Hyderabad 500 016
City	New Delhi	Chennai	Hyderabad
District	New Delhi	Chennai	Hyderabad
State	Delhi	Tamil Nadu	Andhra Pradesh
Opening Date (dd/mm/yyyy)	10/01/2007	01/04/2008	27/05/2016
Closing Date (dd/mm/yyyy)	NA	NA	NA
Amount Of Public Deposit (*) Rs. In lakhs	0	0	0
Remarks			

**(i) Key Operational and Financial Parameters:**
**(Rs. In Lakh)**

Parameters	March FY 16-17	March FY 15-16	March FY14 -15
<b>For Financial Entities</b>			
Networth	2,88,084.42	2,86,336.06	254,748.59
Total Debt	20,54,560.24	20,19,814.24	1,769,650.47
Of which -			
Non Current Maturities of Long Term Borrowing	17,68,117.96	16,23,751.43	1,427,151.00
- Short Term Borrowing	93,935.35	1,28,287.19	18,320.47
- Current Maturities of Long Term Borrowing	1,92,506.93	2,67,775.62	324,179.00
Net Fixed Assets	196.39	193.92	206.35
Non Current Assets	22,37,966.11	21,74,471.65	1,889,984.44
Cash and cash equivalents	11,824.77	5702.83	26,062.63
Current Investments	73,802.36	60272.60	37,663.39
Current Assets	1,62,677.7	1,84,287.82	161,203.21
Current Liabilities	77,212.36	65,567.72	40,824.42
Assets under Management	-	-	-
Off Balance Sheet Assets	-	-	-
Interest Income	2,51,504.14	2,36,794.34	1,99,657.92
Interest Expense	1,81,500.23	1,73,947.08	1,43,401.08
Provisioning & write-offs	74,993.21	24,480.39	26,284.53
PAT	4,220.66	24,003.56	22,546.67
Gross NPA {%)	5.30%	2.36%	1.91%
Net NPA	2.91%	1.64%	1.32%
Tier I Capital Adequacy Ratio (%)	12.89%	13.94%	12.24%
Tier II Capital Adequacy Ratio (%)	6.80%	5.91%	4.25%

**(ii) Key Operational and Financial Parameters (Consolidated):**

(Rs. In Lakh)	
Parameters	March 31, 2017
<b>For Financial Entities</b>	
Networth	3,00,702.38
Total Debt	20,54,560.24
Of which -	
Non Current Maturities of Long Term Borrowing	17,68,117.96
- Short Term Borrowing	93,935.35
- Current Maturities of Long Term Borrowing	1,92,506.93
Net Fixed Assets	196.39
Non Current Assets	22,49,295.56
Cash and cash equivalents	11,835.62
Current Investments	75,144.81
Current Assets	1,62,680.61
Current Liabilities	77,280.06
Assets under Management	Not Applicable
Off Balance Sheet Assets	Not Applicable
Interest Income	2,51,504.14
Interest Expense	1,81,500.23
Provisioning & write -offs	74,993.21
PAT	9,834.13
Gross NPA {%)	5.30%
Net NPA%	2.91%
Tier I Capital Adequacy Ratio (%)	12.89%
Tier II Capital Adequacy Ratio (%)	6.80%

**Gross Debt: Equity Ratio of the Company:**

Before the issue of debt securities	6.80
After the issue of debt securities (including over-subscription amount covered in this Offer Document)	6.85

**C) A brief history of the Issuer since its incorporation giving details of its following activities:**
**Brief history of the Company**

The Company was incorporated on April 18, 2006, and obtained Certificate for Commencement of Business from the Registrar of Companies, Tamil Nadu on June 12, 2006. The Certificate of Registration from Reserve Bank of India, Chennai, to commence and carry on the business of a Non-Banking Financial Institution (without accepting public deposits) was obtained by the Company on January 10, 2007. **The Company was classified as an Infrastructure Finance Company and revised Certificate of Registration was issued by RBI in lieu of earlier on July 07, 2010.**

The Ministry of Corporate Affairs, through its notification dated June 10, 2011, published in the Official Gazette of India classified the Company, as a Public Financial Institution under Section 4(A) of the Companies Act' 1956.

***i) Details of Share Capital as on last quarter end:***

<b>Share Capital</b>	<b>Amount in Rs.</b>
Authorized Share Capital [20,00,00,00,00 equity shares of the face value of Rs. 10/- each.]	20,00,00,00,000
Issued, Subscribed and Paid-up Share Capital [89,20,87,609 equity shares of Rs. 10/- each.]	8,92,08,76,090
Share Premium Account	70, 722.32 Lakhs

***ii) Equity in its capital structure as on last quarter end, for last five years***

<b>Date of change (AGM/EGM)</b>	<b>Amount in Rs.</b>	<b>Particulars</b>
EGM dated August 11, 2006	5,00,00,000	Authorised Share Capital increased from Rs. 2,00,00,000 to Rs. 5,00,00,000
EGM dated February 14, 2007	500,00,00,000	Authorised Share Capital increased from Rs. 5,00,00,000 to Rs. 500,00,00,000
EGM dated March 29, 2010	20,00,00,00,000	Authorised Share Capital increased from Rs. 500,00,00,000 to Rs. 20,00,00,00,000

**iii) Equity Share Capital History of the Company as on last quarter end, for the last five years:**

Date of allotment	No. of Equity Shares	Face Value(Rs.)	Issue price(Rs.)	Consideration (cash other than cash etc.)	Nature of Allotment	Cumulative			Remarks
						No of Equity Shares	Equity Share Capital (Rs.)	Equity Share Premium (Rs.)	
12/08/2006	50,000	10/-	10/-	500,000/-	Subscription to Memorandum of Association	50,000	500,000/-	NIL	N/A
12/08/2006	29,50,000	10/-	10/-	2,95,00,000/-	Pvt. Placement to L&T	30,00,000	3,00,00,000/-	NIL	N/A
20/03/2007	24,00,00,000	10/-	10/-	240,00,00,000/-	Rights Issue to L&T	243,00,000	243,00,00,000/-	NIL	N/A
02/08/2007	25,70,00,000	10/-	10/-	257,00,00,000/-	Pvt. Placement to L&T	500,000,000	500,00,00,000/-	NIL	N/A
29/03/2010	18,34,00,000	10/-	15/-	275,10,00,000/-	Pvt. Placement to L&T FHL	683,400,000	683,40,00,000/-	5/-	N/A
29/03/2011	187,50,000	10/-	40/-	75,00,00,000/-	Pvt. Placement to L&T FHL	702,150,000	702,15,00,000/-	30/-	N/A
09/06/2011	2,50,00,000	10/-	40/-	100,00,00,000/-	Pvt.		727,15,00,000/-	30/-	

					Placement to L&T FHL	727,150,000			N/A
12/12/2011	5,00,00,000	10/-	40/-	200,00,00,000	Right Issue to L&T FHL	777,150,000	777,15,00,000/-	30/-	N/A
31/03/2012	1,87,50,000	10/-	40/-	75,00,00,000	Right Issue to L&T FHL	795,900,000	795,90,00,000/-	30/-	N/A
31/12/2012	3,33,33,000	10/-	45/-	149,99,85,000	Right Issue to L&T FHL	829,233,000	829,233,00,00	35/-	N/A
30/11/2015	1,70,21,276	10	47/-	79,99,99,972	Right Issue to L&T FHL	846254276	8,462,542,760	37/-	N/A
29/03/2017	4,58,33,333	10	48/-	219,99,99,984	Right Issue to L&T FHL	892087609	8,920,876,090	38/-	N/A

**iv) Details of any Acquisition or Amalgamation in the last 1 year.**

Nil

**v) Details of any Reorganization or Reconstruction in the last 1 year:**

Nil

**D) Details of the shareholding of the Company:-**

**i) Shareholding pattern of the Company as on last Quarter end (June 30, 2017):**

Sr No.	Particulars	Total No of Equity Shares	No of shares in demat	Total Shareholding as % of total no of equity
1	L&T Finance Holdings Limited (Earlier known as L&T Capital Holdings Limited)	89,20,87,603	89,20,87,603	100
2.	Mr. Y.M.Deosthalee*	1	-	-

3.	Mr. Dinanath Mohandas Dubhashi*	1	-	-
4.	Mr. Sachinn Joshi*	1	-	-
5.	Mr. Shiva Rajaraman*	1	-	-
6.	Mr. Sunil Prabhune*	1	-	-
7.	Mr. G. C. Rangan*	1	-	-
	<b>Total</b>	<b>89,20,87,609</b>	<b>89,20,87,603</b>	<b>100</b>

\*held jointly with L&T Finance Holdings Limited

***ii) List of top 10 holders of equity shares of the Company as on the latest quarter end:***

<b>Sr No.</b>	<b>Name of Shareholders</b>	<b>Total No of Equity Shares</b>	<b>No of shares in demat form</b>	<b>Total Shareholding as % of total no of Equity Shares</b>
1	L&T Finance Holdings Limited L&T House Ballard Estate Mumbai - 400001	89,20,87,603	89,20,87,603	100
	<b>Total</b>	<b>89,20,87,603</b>	<b>89,20,87,603</b>	<b>100</b>

***E) Profits of the Issuer, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of Offer Document***

**Refer financial statements**

***F) Dividends declared by the Issuer in respect of the three financial years;***

**Refer financial statements**

**G) Interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)**

**Refer financial statements**

**H) A summary of the financial position of the Issuer as in the three audited balance sheets immediately preceding the date of circulation of the Offer Document**

**Refer financial statements**

**I) Audited Cash Flow Statement for the three years immediately preceding the date of circulation of Offer Document**

**Refer financial statements**

**J) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the Issuer**

**Refer financial statements**

**K) Details of the Directors of the Company:**

**i) Current Directors**

Name, Designation & DIN/Occupation	Age	Address	Date of Appointment	Details of Other Directorship
Mr. A. K. Jain Director Din No: 02155213 Occupation : Retired as IAS officer	70	C 9, NDSE, Part II, New Delhi - 110049, Delhi	January 23, 2012	
Mr. Shashikant Bhojani Director Din No: 00196767 Occupation : Service	72	A-61, Ocean Gold, Twin Tower Lane, Prabhadevi, Mumbai – 400025.	July 17, 2012	L&T Housing Finance Limited
Mr. Pradip Roy Director Din No: 00026457 Occupation : Retired as Banker	68	Building 2C, Flat 42, Kalpataru Estate, JVLR, Mumbai – 400093	October 20, 2014	<ul style="list-style-type: none"> <li>- PHILLIPS CARBON BLACK LTD</li> <li>- PRECISION WIRES INDIA LIMITED</li> <li>- GVK INDUSTRIES LIMITED</li> <li>- FIRSTSOURCE SOLUTIONS LIMITED</li> <li>- IL&amp;FS INFRA ASSET MANAGEMENT LIMITED</li> <li>- NOIDA POWER COMPANY LIMITED</li> <li>- GVK GAUTAMI POWER LIMITED</li> <li>- MUMBAI INTERNATIONAL AIRPORT PRIVATE LIMITED</li> </ul>
Mr. Pradeep Kumar	61	Bhaskara, 21,	November 1,	<ul style="list-style-type: none"> <li>- INDIABULLS ASSET</li> </ul>

P. Din No: 03614568 Occupation: Retired as Banker		1st Main, 4th Cross, Gaurav Nagar, J. P. Nagar 7th Phase, Bangalore 560078	1, 2016	RECONSTRUCTION COMPANY LIMITED - TRIGYN TECHNOLOGIES LIMITED - BRIGADE PROPERTIES PRIVATE LIMITED - MICROMAX INFORMATICS LIMITED - CARRYGO LOGISTICS PRIVATE LIMITED - ACME SOLAR HOLDINGS LIMITED
Mr. Thomas Mathew T. Din No.: 00130282 Occupation: Retired from service	62	Flat no. 2313, Kohinoor City, Kirol Road, Off LBS Marg, Kurla (West), Mumbai – 400070	January 23, 2017	- L&T CAPITAL MARKETS LIMITED - L&T FINANCE HOLDINGS LIMITED - LARSEN & TOUBRO LIMITED - L&T INFRA DEBT FUND LIMITED
Ms. Falguni Nayar Director Din No: 00003633 Occupation: Business	53	Flat No. 9, Rushilla 17C Carmicheal Road, Peddar Road, Mumbai – 400 026	July 03, 2015	- KOTAK SECURITIES LIMITED - HERITAGE VIEW DEVELOPERS PRIVATE LIMITED - FSN E - COMMERCE VENTURES PRIVATE LIMITED - VALLEYVIEW PROBUILD PRIVATE LIMITED - TATA MOTORS LIMITED - SEA VIEW PROBUILD PRIVATE LIMITED - ACC LIMITED - DABUR INDIA LIMITED - FSN BRANDS MARKETING PRIVATE LIMITED - AVIVA LIFE INSURANCE COMPANY INDIA LIMITED - SEALINK VIEW PROBUILD PRIVATE LIMITED - TATA TECHNOLOGIES LIMITED - TATA MARCOPOLO MOTORS LIMITED - GOLF LAND DEVELOPERS PRIVATE LIMITED - ENDURANCE TECHNOLOGIES LIMITED - NYKAA E- RETAIL PRIVATE LIMITED
Mr. Rishi Mandawat Director Din No: 07639602 Occupation : Service	37	1601, Tower 5, Planet Godrej, K Kmarg, Mahalaxmi (E), Mumbai - 400011	July 7, 2017	- CORNER STORE TECHNOLOGIES PRIVATE LIMITED - BDC DATACENTRES (BANGALORE) PRIVATE LIMITED
Mr. Dinanath Dubhashi Additional Director Din No: 03545900 Occupation :	50	Flat No. B1003, 10th Floor, Hiranandani Gardens, Avalon, Powai, Mumbai, 400 076.	April 29, 2016	- L&T FINANCE HOLDINGS LIMITED - L&T HOUSING FINANCE LIMITED - L&T FINANCE LIMITED (ERSTWILE FAMILY CREDIT LIMITED) - L&T INFRA DEBT FUND LIMITED - L&T CAPITAL MARKETS LIMITED - L&T INFRA INVESTMENT PARTNERS

Service				- ADVISORY PRIVATE LIMITED L&T INVESTMENT MANAGEMENT LIMITED
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None of the above appears in RBI defaulter list and/or ECGC defaulter list, if any.

ii) **Details of change in directors since last three years:**

<b>Name,</b>	<b>Designation</b>	<b>DIN</b>	<b>Date of Appointment /Cessation</b>
Mr. Suneet K. Maheshwari	Managing Director & Chief Executive	00420952	January 31, 2012
Mr. A.K Jain	Director	02155213	January 23, 2012
Mr. R. H Patil	Director	00106812	April 12, 2012 (Cessation date)
Mr. Suneet K. Maheshwari	Stepped down as Managing Director and continue to be a Non-executive Director	00420952	March 21, 2014
Mr. M Damodaran	Director	02106990	July 24, 2014(Cessation date)
Mr. Pradip Roy	Director	00026457	October 20, 2014
Ms. Raji Vishwanathan	Director	02680148	March 31, 2015
Ms. Falguni Nayar	Director	00003633	July 03, 2015
Ms. Raji Vishwanathan	Director	02680148	July 03, 2015 (Cessation date)
Mr. Suneet K. Maheshwari	Director	00420952	July 21, 2015 (Cessation date)
Mr. Pavninder Singh	Director	03048302	July 8, 2017
Mr. Gopalakrishnan Krishnamurthy	Director	06560170	April 6, 2016
Mr. N. Sivaraman	Director	00001747	April 11, 2016 (Cessation date)
Mr. Dinanath Dubhashi	Director	03545900	April 29, 2016
Mr. Gopalakrishnan Krishnamurthy	Director	06560170	May 26, 2016
Mr. B. V. Bhargava	Director	00001823	November 1, 2016 (Cessation date)
Mr. Pradeep Kumar Panja	Director	03614568	November 1, 2016

Mr. Thomas Mathew T.	Director	00130282	January 23, 2017
Mr. Y. M. Deosthalee	Stepped down as Non-Executive Chairman and Director	00001698	May 31, 2017 (Cessation date)
Mr. Rishi Mandawat	Director	07639602	July 7, 2017

**L) Following details regarding the auditors of the Company:-**

**i) Details of the auditor of the Company:-**

Name of the Auditor	Address	Auditor since
M/s. B. K. Khare & Co.	707/708, Sharda Chambers, New Marine Lines, Mumbai – 400020.	2016

**i) Details of change in auditor since last three years:-**

Sr. No.	Name of the Auditor	Date of Appointment /Cessation
1	Deloitte Haskins & Sells LLP	June 17, 2016 (Cessation date)
2	M/s. B. K. Khare & Co.	June 17, 2016

**M) Details of borrowings of the Company, as on the latest quarter end: (March 31, 2017):**

**i) Details of Secured Loan Facilities:**

**(Rs. In Crore)**

Lender's Name	Type of facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date/ Schedule	Security
Punjab & Sind Bank	Revolving Line of Credit	200	200	Bullet Payment after 15 months from the date of each drawdown	First Charge on Specific Receivables
Canara Bank	Term Loan	1000	800	A) Bullet Payment after 60 months from the date of first disbursement B) Bullet Payment after 60 months from	

				the date of first disbursement	
Canara Bank	Revolving Line of Credit	1000	1000	Bullet Payment after 15 months from the date of each drawdown	
Bank of Baroda	Term Loan	500	200	Equated Quarterly installments after moratorium of 9 months	
Syndicate Bank	Term Loan	500	500	A) Bullet Payment After 24 Months	
Syndicate Bank	Revolving Line of Credit	500	500	Bullet Payment after 15 months from the date of each drawdown	
Bank of Maharashtra	Term Loan	250	41.67	Equated Semi Annual installments after moratorium of 2 years	
HSBC	ECB Loan	112	22.40	Equated Semi Annual Installments after moratorium of 3 years	
Allahabad Bank	Term Loan	300	300	Bullet Payment after 36 months from the date of first disbursement	
HDFC Bank	Term Loan	250	250	Equated Semi Annual Installments at the end of 30 <sup>th</sup> & 36 <sup>th</sup> months	
Karnataka Bank	Term Loan	400	300	Bullet Payment after 36 months from the date of first disbursement	
Union Bank of India	Term Loan	500	400	Equated quarterly Installments after moratorium of 2 years	
Abu Dhabi Commercial Bank	Term Loan	10	1.67	Equated Half yearly Installment from the date of first disbursement	
State Bank of India	Term Loan	1000	1000	Bullet payment at the end of 60 months from the First disbursement	
Indian Bank	Term Loan	700	100	A) Bullet Payment after 60 Months from each disbursement	
United Overseas Bank	Revolving Line of Credit	100	100	NA	

Canara Bank	Working Capital	150	0.98	NA	
ICICI Bank	Working Capital	100	0	NA	
Citibank NA	Working Capital	40		NA	
<b>Total</b>		<b>6612</b>	<b>5716.72</b>		

ii) Details of Unsecured Loan Facilities:

(Rs. In Crore)

Lender's Name	Type of facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date/ Schedule
Bank of Baroda	Revolving Line of Credit	1250	1250	NA
Oriental Bank of Commerce	Revolving Line of Credit	300	300	NA
Union Bank of India	Revolving Line of Credit	1500	700	NA
Bank of Maharashtra	Revolving Line of Credit	500	500	NA
Allahabad Bank	Revolving Line of Credit	1000	1000	NA
IDBI Ltd	Working Capital	225*	3.38	NA
HSBC	Working Capital demand loan	100	0	NA
Citibank NA	Working Capital demand loan	60	0	NA
<b>Total</b>		<b>4935</b>	<b>3753.38</b>	

\* Fully Interchangeable between Fund Based and Non Fund Based Limit

iii) Details of NCDs:

Debenture Series	Tenor/Period of Maturity	Coupon	Amount (Rs. In Crore)	Date of Allotment	Redemption on Date	Credit Rating	Secured/Unsecured	Security
Series "F" of 2010-11	7 Years	8.91% p.a.	75	April 16, 2010	April 14, 2017	CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1.10 times of the total amount outstanding & First pari-passu charge on leasehold rights
Series "G" of 2010-11	8 Years	8.91% p.a.	75	April 16, 2010	April 16, 2018	CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1.10 times of the total amount outstanding & First pari-passu charge on leasehold rights
Series "A" FY 2011-12	17 Years	9.70% p.a.	500	October 18, 2011	October 18, 2028	CARE AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1.25 times of the total amount outstanding & First pari-passu charge on leasehold rights
Series "E" FY 2012-13	10 years	9.00%	450	January 11, 2013	January 11, 2023	CARE AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1.25 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "C" FY 2013-14	10 Years	8.35%	110	May 29, 2013	May 29, 2023	CARE AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to

								1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "D" FY 2013-14	5 Years	8.35%	50	May 30, 2013	May 30, 2018	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "F" FY 13-14	5 Years	9.70% p.a.	51	November 12, 2013	November 12, 2018	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "H" FY 13-14 – Option 2	5 Years	9.80% p.a.	50	January 16, 2014	January 16, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "B" FY 14-15	3 years	9.50% p.a.	100	June 6, 2014	June 6, 2017	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "C" FY 14-15 – Option I	5 years	9.25% p.a.	76.75	June 13, 2014	June 13, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding &

								First pari-passu charge on leasehold rights
Series "D" FY 14-15 – Option III	5 years	9.25% p.a.	19.50	June 18, 2014	June 18, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "E" FY 14-15 – Option IV	5 years	9.30% p.a.	4.75	June 26, 2014	June 26, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "F" FY 14-15	5 years	9.30% p.a.	15	July 4, 2014	July 4, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "G" FY 14-15 – Option 2	3 Years	9.45% p.a.	10	July 31, 2014	July 31, 2017	CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "I" FY 14-15 – Option 1	5 years	9.50% p.a.	100.75	September 11, 2014	September 11, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold

								rights
Series "I" FY 14-15 – Option 2	3 years	9.55% p.a.	16.75	September 11, 2014	September 11, 2017	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "J" FY 14-15 – Option 2	3 years	9.55% p.a.	11	September 19, 2014	September 19, 2017	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "J" FY 14-15 – Option 3	5 years	9.50% p.a.	5	September 19, 2014	September 19, 2019	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "K" FY 14-15 – Option 2	3 years	9.55% p.a.	15	September 26, 2014	September 26, 2017	CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "K" FY 14-15 – Option 2	5 years	9.50% p.a.	16	September 26, 2014	September 26, 2019	CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "L" FY	5 years	9.15% p.a.	10.50	October 21,	October 21,	ICRA AA+/	<b>Secured</b>	First Charge on Specific

14-15				2014	2019	CAR E AA+		Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "T" FY 14-15 OPT I	3 years	8.60% p.a (Annual Coupon)	5	January 21, 2015	January 19, 2018	CAR E AA+ ICRA AA+	Secured	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "T" FY 14-15 OPT II	5 years	8.65% p.a (Annual Coupon)	145	January 21, 2015	January 21, 2020	CAR E AA+ ICRA AA+	Secured	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "V" FY 14-15 OPT III	777 days	9.0406 % p.a Annual Compounding payable at maturity	37	March 2, 2015	April 17,2017	ICRA AA+	Secured	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "V" FY 14-15 OPT IV	899 days	9.0242 % p.a	5	March 2, 2015	August 17,2017	ICRA AA+	Secured	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "V" FY 14-15 OPT V	917 days	9.0246 % p.a	10	March 2, 2015	Sept 4, 2017	ICRA AA+	Secured	First Charge on Specific Receivables with an asset cover of up to

								1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "V" FY 14-15 OPT VI	3 years	9.0575 % p.a Annual Compounding payable at maturity	50	March 2, 2015	March 5, 2018	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "W" FY 14-15 OPT I	774 days	8.9919 % p.a Annual compounding payable at maturity	7	March 20, 2015	May 2, 2017	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "W" FY 14-15 OPT II	774 days	8.9949 % p.a	20	March 20, 2015	May 2, 2017	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "W" FY 14-15 OPT III	915 days	8.9749 % p.a	30	March 20, 2015	Sept 20, 2017	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
SERIES "W" FY 14-15 OPT IV	924 days	8.9753 % p.a	70	March 20, 2015	Sept 29, 2017	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding &

								First pari-passu charge on leasehold rights
SERIES "X" FY 14-15	1070 days	9.0014 p.a	75	March 24, 2015	February 26, 2018	ICRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "B" FY 15-16	5 years	8.70% p.a.	101.50	April 20, 2015	April 20, 2020	ICRA AA+/CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "E" FY 15-16	5 years	8.70% p.a.	33.25	April 27, 2015	April 27, 2020	ICRA AA+/CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "H" of FY 2015-16	3 Years	8.80% p.a. annual compounding and & payable at maturity	300	May 6, 2015	May 4, 2018	CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "J" of FY 2015-16 - Option 1	5 Years	8.84% p.a.	31	May 19, 2015	May 19, 2020	ICRA AA+/CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold

								rights
Series"J " of FY 2015-16 - Option 3	10 Years	8.84% p.a.	44.50	May 19, 2015	May 19, 2025	ICRA AA +/ CAR E AA +	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
Series" K" of FY 2015-16 - Option 1	5 Years	8.81% p.a.	15	May 22, 2015	May 22, 2020	ICRA AA +/ CAR E AA +	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
Series" K" of FY 2015-16 - Option 2	7 Years	8.81% p.a.	11	May 22, 2015	May 20, 2022	ICRA AA +/ CAR E AA +	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
Series" L " of FY 2015-16 - Option 1	5 Years	8.81% p.a.	10	May 25, 2015	May 25, 2020	ICRA AA +/ CAR E AA +	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
Series" M " of FY 2015-16 - Option 1	7 Years	8.81% p.a.	15	May 26, 2015	May 26, 2022	ICRA AA +/ CAR E AA +	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
Series" M " of	10 Years	8.85% p.a.	20	May 26, 2015	May 26,	ICRA AA +/	<b>Secur ed</b>	First Charge on Specific

FY 2015-16 - Option 2					2025	CAR E AA +		Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series" N" of FY 2015-16 - Option 1	5 Years	8.81% p.a.	40	May 29, 2015	May 29, 2020	ICRA AA +/- CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series" N" of FY 2015-16 - Option 2	7 Years	8.81% p.a.	11	May 29, 2015	May 27, 2022	ICRA AA +/- CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series" R" of FY 2015-16	10 Years	8.84% p.a.	50	June 5, 2015	June 5, 2025	ICRA AA +/- CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series" S" of FY 2015-16 - Option 1	2 Years	8.90% p.a.	30	June 24, 2015	June 23, 2017	ICRA AA +/- CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series" S" of FY 2015-16 - Option 2	726 days	8.9102 % annual compounding	5.5	June 24, 2015	June 19, 2017	ICRA AA +/- CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to

		& payable at maturity						1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "S" of FY 2015-16 - Option 3	761 days	8.8975 % annual compounding & payable at maturity	10.50	June 24, 2015	July 24, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "S" of FY 2015-16 - Option 4	3 years	8.90% p.a.	15	June 24, 2015	June 25, 2018	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "T" of FY 2015-16 - Option 1	2 years	8.9102 % annual compounding & payable at maturity	29.5	July 03, 2015	June 28, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "T" of FY 2015-16 - Option 2	2 years	8.90% p.a.	15	July 03, 2015	July 03, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "T" of FY 2015-16 - Option 3	2 years	8.9017 % annual compounding & payable at	15	July 03, 2015	July 24, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding &

		maturity							First pari-passu charge on leasehold rights
Series "T" of FY 2015-16 - Option 4	3 years	8.90% p.a.	10	July 03, 2015	July 03, 2018	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
Series "U" of FY 2015-16 - Option 1	2 years	8.95% p.a.	185	July 17, 2015	July 17, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
Series "U" of FY 2015-16 - Option 2	23 months	8.9481 % p.a.	100	July 17, 2015	June 14, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
Series "U" of FY 2015-16 - Option 3	2 years	8.9572 % annual compounding and payable at maturity	32	July 17, 2015	July 06, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
Series "U" of FY 2015-16 - Option 4	25 months	8.9516 % annual compounding and payable at maturity	15	July 17, 2015	August 07, 2017	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold	

								rights
Series "U" of FY 2015-16 - Option 5	3.5 years	8.9288 % annual compounding and payable at maturity	6.50	July 17, 2015	January 14, 2019	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "U" of FY 2015-16 - Option 6	5 years	8.87% p.a.	7	July 17, 2015	July 17, 2020	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of FY 2015-16 - Option 1	3 years	8.86% p.a.	226	August 07, 2015	August 07, 2018	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of FY 2015-16 - Option 2	3 years	8.8652 % annual compounding and payable at maturity	10	August 07, 2015	August 16, 2018	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of FY 2015-16 - Option 3	3 years	8.8634 % annual compounding and payable at maturity	10	August 07, 2015	August 21, 2018	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of	37 months	8.8550 %	4	August 07,	September	ICRA AA +/ CARE AA +	<b>Secured</b>	First Charge on Specific

FY 2015-16 - Option 4		annual compounding and payable at maturity		2015	18, 2018	CAR E AA +		Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of FY 2015-16 - Option 5	5 years	8.8200 % p.a	20	August 07, 2015	August 07, 2020	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "W" of FY 2015-16 - Option 6	7 years	8.8200 % p.a	10	August 07, 2015	August 05, 2022	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "Y" of FY 2015-16 - Option 1	3 years	8.8200 % p.a	30	September 04, 2015	September 04, 2018	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "Y" of FY 2015-16 - Option 2	5 yrs	8.8200 % p.a	20	September 04, 2015	September 04, 2020	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series "Z" of FY 2015-16	3.5 years	8.86% p.a.	100	September 10, 2015	March 08, 2019	ICRA AA +/ CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to

								1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"AD" of FY 2015-16 - Option 1	35 months	8.8303 % Annual compounding payable at maturity	20	October 6, 2015	September 11, 2018	CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"AD" of FY 2015-16 - Option 2	36 months	8.8377 % Annual compounding payable at maturity	8	October 6, 2015	October 4, 2018	CAR E AA +	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"AE" of FY 2015-16 - Option 1	36 months	8.62% p.a.	5	October 16, 2015	October 16, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"AE" of FY 2015-16 - Option 2	60 months	8.62% p.a.	51.50	October 16, 2015	October 16, 2020	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"AF" of FY 2015-16 - Option 1	36 months	8.6038 % Annual compounding payable at maturity	3	November 5, 2015	October 22, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding &

		y							First pari-passu charge on leasehold rights
"AF" of FY 2015-16 - Option 2	36 months	8.60% Annual compounding payable at maturity	22	November 5, 2015	October 29, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
"AF" of FY 2015-16 - Option 3	36 months	8.60% p.a.	30	November 5, 2015	November 5, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
"AG" of FY 2015-16	84 months	8.60% p.a.	18	November 13, 2015	November 11, 2022	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
"AH" of FY 2015-16	36 months	8.65% p.a.	60	November 30, 2015	November 30, 2018	CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights	
"AI" of FY 2015-16	60 months	8.65% p.a.	27	December 16, 2015	December 16, 2020	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold	

								rights
"AJ" of FY 2015-16	10 years	8.75% p.a.	52	Februar y 8, 2016	Febru ary 6, 2026	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"AK" of FY 2015-16	7 years	8.80% p.a.	10	March 16, 2016	March 16, 2023	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"AM" of FY 2015-16	36 months	8.85% p.a.	65	March 23, 2016	March 26, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"AN" of FY 2015-16 - Option 1	37 months	8.85% p.a.	100	March 29, 2016	April 29, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"AN" of FY 2015-16 - Option 2	60 months	8.80% p.a.	25	March 29, 2016	March 29, 2021	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"A" of FY	3 years	8.75% p.a.	45	April 13, 2016	April 12,	ICRA AA+ /	<b>Secur ed</b>	First Charge on Specific

2016-17 - Option 1					2019	CAR E AA+		Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"A" of FY 2016-17 - Option 2	5 years	8.75% p.a.	120	April 13, 2016	April 13, 2021	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"B" of FY 2016-17 - Option 1	35 months	8.68% p.a.	10	April 21, 2016	March 21, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"B" of FY 2016-17 - Option 2	3 years	8.70% p.a.	72	April 21, 2016	April 19, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"B" of FY 2016-17 - Option 3	5 years	8.70% p.a.	45.25	April 21, 2016	April 21, 2021	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"C" of FY 2016-17 - Option	36 months	8.70% p.a.	10	May 11, 2016	May 10, 2019	ICRA AA+ / CAR E	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to

1						AA+		1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"D" of FY 2016-17 - Option 1	36 months	8.70% p.a.	15	June 6, 2016	June 6, 2019	ICRA AA+ / CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"E" of FY 2016-17 - Option 1	36 months	8.70% p.a.	15	June 16, 2016	June 14, 2019	ICRA AA+ / CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"E" of FY 2016-17 - Option 2	36 months	8.6969 % Annual compounding payable at maturity	3.75	June 16, 2016	June 25, 2019	ICRA AA+ / CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"F" of FY 2016-17	15 months	8.6639 % Annual compounding payable at maturity	150	July 4, 2016	Sept 4, 2017	ICRA AA+ / CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"G" of FY 2016-17 - Option 1	24 months	8.6414 % p.a	125	July 15, 2016	June 26 2018	ICRA AA+ / CARE AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding &

								First pari-passu charge on leasehold rights
"G" of FY 2016-17 - Option 2	24 months	8.6423 4% p.a	125	July 15, 2016	June 28, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"G" of FY 2016-17 - Option 3	36 months	8.75% p.a	65	July 15, 2016	July 15, 2019	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"G" of FY 2016-17 - Option 4	36 months	8.7472 % p.a	3.25	July 15, 2016	July 23, 2019	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"G" of FY 2016-17 - Option 5	60 months	8.7227 % p.a	5.50	July 15, 2016	January 7, 2020	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"I" of FY 2016-17	24 months	8.4838 % p.a	100	August 3, 2016	June 27, 2018	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold

								rights
"J" of FY 2016-17 - Option 1	24 months	8.4833 % p.a	100	August 5, 2016	June 27, 2018	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"J" of FY 2016-17 - Option 2	24 months	8.5% p.a	25	August 5, 2016	Augus t 3, 2018	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"M" of FY 2016-17 - Option 1	36 months	8.4% p.a	230	August 16, 2016	Augus t 16, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"M" of FY 2016-17 - Option 2	36 months	8.3876 % p.a	11.75	August 16, 2016	Septe mber 30, 2019	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"N" of FY 2016-17 - Option 1	48 months	8.3% p.a	50	August 25, 2016	March 27, 2020	ICRA AA+ / CAR E AA+	<b>Secur ed</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari- passu charge on leasehold rights
"N" of	48	8.3%	100	August	June	ICRA	<b>Secur ed</b>	First Charge on Specific

FY 2016-17 - Option 2	months	p.a		25, 2016	26, 2020	AA+ / CAR E AA+		Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"O" of FY 2016-17	48 months	8.3% p.a	100	September 2, 2016	September 2, 2020	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"Q" of FY 2016-17	48 months	8.26% p.a	150	September 15, 2016	December 14, 2020	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"R" of FY 2016-17	36 months	8.0973 % p.a	100	September 16, 2016	September 27, 2019	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"S" of FY 2016-17	60 months	7.80% p.a	25	October 24, 2016	October 22, 2021	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"T" of FY 2016-17	10 Years	7.95%	47	November 16, 2016	November 16, 2026	ICRA AA+ / CAR E	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to

						AA+		1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"W" of FY 2016-17	60 Months	7.95%	20	March 3, 2017	March 3, 2022	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
"X" of FY 2016-17	36 Months	7.90%	200	March 21, 2017	March 22, 2022	ICRA AA+ / CAR E AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Perpetual Series "I" FY 13-14	10 years (if call option exercised) and Perpetual (if call option not exercised)	10.35 % p.a.	50	January 29, 2014	January 29, 2024 (if call option exercised) and Perpetual (if call option not exercised)	CAR E AA/I CRA AA	<b>Uncured</b>	NA
Perpetual "X" of FY 2015-16	10 years (if call option exercised) and Perpetual (if call option not exercised)	9.90% p.a.	150	August 27, 2015	August 27, 2025 (if call option exercised) and Perpetual (if call option not exercised)	ICRA AA / CAR E AA	<b>Uncured</b>	NA
Perpetu	10	9.50%	50	March	March	ICRA	<b>Unse</b>	NA

al "AL" of FY 2015-16	years (if call option exercised) and Perpetual (if call option not exercised)	p.a.		18, 2016	18, 2026	AA / CAR E AA	<b>cured</b>	
Perpetual "AO" of FY 2015-16	10 years (if call option exercised) and Perpetual (if call option not exercised)	9.50% p.a.	30	March 30, 2016	March 30, 2026	ICRA AA / CAR E AA	<b>Uncured</b>	NA
Sub Debt Series "J" FY 13-14	10 Years	9.73% p.a.	25	January 31, 2014	January 31, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "K" FY 13-14	10 Years	9.73% p.a.	20	February 10, 2014	February 9, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "L" FY 13-14	10 Years	9.73% p.a.	20	February 18, 2014	February 16, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "M" FY 13-14	10 Years	9.73% p.a.	30	March 14, 2014	March 14, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "O" FY 13-14	10 Years	9.73% p.a.	5	March 4, 2014	March 4, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "A" 2011-12	10 Years	9.90% p.a.	200	April 30, 2012	April 30, 2022	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt Series "N" 2014-15	10 Years	9.10% p.a.	100	November 13, 2014	November 13, 2024	CAR E AA+/I CRA AA+	<b>Uncured</b>	NA
Sub Debt	10 Years	8.75% p.a.	125	January 19,	January 17,	CAR E	<b>Uncured</b>	NA

Series "S" FY 2014-15				2015	2025	AA+/I CRA AA+		
Sub Debt Series "U" FY 2014-15	10 Years	8.75% p.a.	225	February 18, 2015	February 18, 2025	CAR E AA+/I CRA AA+	Unscured	NA
Sub debt "A" of FY 2015-16	10 Years	8.90% p.a.	100	April 17, 2015	April 17, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub debt "C" of FY 2015-16	10 Years	8.90% p.a.	79.50	April 21, 2015	April 21, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub debt "D" of FY 2015-16	10 Years	8.90% p.a.	45	April 22, 2015	April 22, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub debt "G" of FY 2015-16	10 Years	8.90% p.a.	75	April 29, 2015	April 29, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub debt "I" of FY 2015-16	10 Years	8.90% p.a.	43	May 15, 2015	May 15, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "P" of FY 2015-16	10 Years	8.87% p.a.	60	June 3, 2015	June 3, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "AB" of FY 2015-16	10 years	8.90% p.a.	20	September 15, 2015	September 15, 2025	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "H" of FY 2016-17	10 Years	8.78% p.a.	80	July 21, 2016	July 21, 2026	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "K" of FY 2016-17	15 Years	8.65% p.a.	25	August 9, 2016	August 8, 2031	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "L" of FY 2016-17	15 Years	8.63% p.a.	25	August 12, 2016	August 12, 2031	ICRA AA +/ CAR E AA +	Unscured	NA
Sub Debt "P" of FY	15 Years	8.55% p.a.	20	September 7, 2016	September 5, 2031	ICRA AA +/ CAR E AA	Unscured	NA

2016-17						+		
Sub Debt "U" of FY 2016-17	10 Years	8.05%	125	January 4, 2017	January 4, 2027	ICRA AA +/ CAR E AA +	<b>Uncured</b>	NA
Sub Debt "V" of FY 2016-17	10 Years	8.05%	15	January 30, 2017	January 29, 2027	ICRA AA +/ CAR E AA +	<b>Uncured</b>	NA
Unsecured "Y" of FY 2016-17	3 years	8.1933 %	500	March 30, 2017	May 25, 2020	ICRA AA +/ CAR E AA +	<b>Uncured</b>	NA
<b>Total</b>			<b>8611.75</b>					

**INFRA BONDS**

Series 2010A – Option - 1	10 Years (buyback option at the end of 7 years)	7.75% p.a. payable annually	19.082	December 2, 2010	December 2, 2020	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2010A – Option - 2	10 Years (buyback option at the end of 7 years)	7.75% p.a. compounded annually payable at maturity	47.1717	December 2, 2010	December 2, 2020	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2010A – Option - 3	10 Years (buyback option at the end of 5 years)	7.50% p.a. payable annually	51.0408	December 2, 2010	December 2, 2020	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2010A – Option - 4	10 Years (buyback option at the end of 5 years)	7.50% p.a. compounded annually payable	108.6183	December 2, 2010	December 2, 2020	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount

		e at maturit y						outstanding & First pari-passu charge on leasehold rights
Series 2011A - Option - 1	10 Years (buyback option at the end of 5 & 7 years)	8.20% p.a. payable annually	79.4739	March 23, 2011	March 23, 2021	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2011A - Option - 2	10 Years (buyback option at the end of 5 & 7 years)	8.30% p.a. compounded annually payable at maturity	279.3334	March 23, 2011	March 23, 2021	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2011 B - Option - 1	10 Years (buyback option at the end of 5 & 7 years)	9 % p.a. payable annually	138.2969	January 10, 2012	January 10, 2022	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2011 B - Option - 2	10 Years (buyback option at the end of 5 & 7 years)	9 % p.a., compounded annually payable at maturity	349.5045	January 10, 2012	January 10, 2022	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
Series 2012 A - Option - 1	10 Years (buyback option at the end of 5 & 7 years)	8.70 % p.a. payable annually	112.8824	March 24, 2012	March 24, 2022	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge

								on leasehold rights
Series 2012 A - Option - 2	10 Years (buyback option at the end of 5 & 7 years)	8.70 % p.a. compounded annually payable at maturity	333.3367	March 24, 2012	March 24, 2022	CAR E AA+/I CRA AA+	<b>Secured</b>	First Charge on Specific Receivables with an asset cover of up to 1 time of the total amount outstanding & First pari-passu charge on leasehold rights
<b>Total</b>			<b>1518.7406</b>					

i) **List of top 10 Debenture Holders as on March 31, 2017**

<b>Sr. No.</b>	<b>Name of Debenture Holders</b>	<b>Amount (Rs. In Crore)</b>
1	LIC OF INDIA BIMA PLUS NON UNIT FUND	950.00
2	WIPRO LIMITED	650.00
3	PUNJAB NATIONAL BANK	500.00
4	INDIA LONG TERM DEBT FUND	500.00
5	RELIANCE CAPITAL TRUSTEE CO LTD A/C RELIANCE MEDIUM TERM FUND	390.25
6	THE PROVIDENT FUND FOR THE EMPLOYEES OF INDIAN OIL CORPORATION LTD. ( MARKETING DIVISION)	336.45
7	IDFC MONEY MANAGER FUND - TREASURY PLAN	250.00
8	UNITED INDIA INSURANCE COMPANY LIMITED	220.00
9	HDFC BANK LTD	200.00
10	HDFC TRUSTEE CO LTD A/C HDFC DUAL ADVANTAGE FUND-I-1100D AUGUST 2015	198.00

i) **The amount of Corporate Guarantee issued by the Issuer along with name of the counterparty as on March 31, 2017:**

Client	Facility	Final Non Fund Based Exposure Value (Rs. cr)
Mytrah Vayu (Tungabadra) Pvt. Ltd.	Letter of Comfort	252.92
Mytrah Vayu (Tungabadra) Pvt. Ltd.	Letter of Comfort	16.31
Mytrah Vayu (Tungabadra) Pvt. Ltd.	Letter of Credit	103.21
Chattisgarh WR Tramsmission Limited	Letter of Credit	42.06
Ostro Anantpur Pvt. Ltd.	Letter of Credit	23.27
Coastal Projects Pvt. Ltd.	Letter of Credit	5.64

ii) **Details of Commercial Papers**

Name of Investor(s)	Amount (Rs. in crore)	Interest Rate	Tenor	Maturity Date(s)
Various	965.50	7.15% to 8.65%	Upto 12 months	Upto 12 months

iii) Details of rest of borrowings: Not Applicable

iv) Details of all default/s and/or delay in payments of interest and principal of any kind of team loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years:  
No default till date

v) Details of any outstanding borrowings taken/debt securities issued where taken/issued

- a) For consideration other than cash, whether in whole or part
- b) At a premium or discount; or
- c) In pursuance of an option

Not Applicable

**N) Details of Promoter Holding in the Company as on the latest quarter end:**

Sr. No.	Name of the shareholder	Number of shares held	In demat form	% of Shareholding
1	L&T Finance Holdings Limited	89,20,87,603	89,20,87,603	100
	<b>Total</b>	<b>89,20,87,603</b>	<b>89,20,87,603</b>	<b>100</b>

**O) Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications , if any.\***

Refer Annexure A

**P) Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any.\***

Refer Annexure B

**Q) Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.**

Not Applicable

**R) Debenture trustee mentioned aforesaid has given his consent to the Issuer for his appointment –**

Refer Annexure C

**S) The detailed rating rationale(s) adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies shall be disclosed.**

Refer Annexure D

**T) If the security is backed by a guarantee or letter of comfort or any other document / letter with similar intent, a copy of the same shall be disclosed. In case such document does not contain detailed payment structure (procedure of invocation of guarantee and receipt of payment by the investor along with timelines), the same shall be disclosed in the offer document.**

Not Applicable

**U) Names of all the recognized stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange.**

BSE Limited (“BSE”)

**V) Disclosures with regard to interest of directors, litigation etc:**

a. Any financial or other material interest of the Directors, Promoters or Key Managerial Personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons

N.A.

b. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against the Promoter of the Issuer during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action

NIL

c. Remuneration of Directors (during the current year and last three financial years):

Refer Annexure A

d. Related party transactions entered during the last three financial years immediately preceding the year of the circulation of the Offer Document including with regard to loans made or, guarantees given or securities provided

Refer Annexure A

e. Summary of reservations or qualifications or adverse remarks of the auditors in the last five financial years immediately preceding the year of the circulation of the Offer Document and of their impact on the financial statements and financial position of the Issuer and the corrective steps taken and proposed to be taken by the Issuer for each of the said reservations or qualifications or adverse remark

NIL

f. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act 2013 or any previous company law in the last three years immediately preceding the year of circulation of the Offer Document in the case of the Issuer and all of its subsidiaries. Further, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Offer Document and if so, section-wise details thereof for the Issuer and all of its subsidiaries

NIL

g. Details of acts of material frauds committed against the Issuer in the last three years, if any, and if so, the action taken by the Issuer

NIL

## **V) Inspection of Documents:**

1. Memorandum and Articles of Association of the Company.
2. Certified True copy of resolution of the Board of Directors passed on March 21, 2017 granting authority for issuance of said NCDs to Debenture holders by way of private placement;
3. Certificate of Registration No.N-07-00759 dated January 10, 2007 issued by RBI, under section 45 IA of the Reserve Bank of India Act, 1934.
4. Certified true copy of Resolution passed by the Board of Directors at its Meeting held on

March 21, 2017, according approval for borrowing by the Committee of Directors up to the limit approved by the Shareholders under section 180(1)(c) of the Companies Act, 2013, from time to time.

5. Certified True Copy of Special Resolution passed by the Shareholders at the Extra-Ordinary General Meeting held on April 4, 2017, granting authority to the Board of Directors/Committee of Directors to borrow monies under section 180(1)(c) of the Companies Act, 2013.
6. This private placement of Bonds is being made pursuant to the approval granted on August 29, 2017.
7. Copies of Annual Report(s) of the Company for the Financial Years 2014-15, 2015-16, and 2016-17
8. Copy of letter dated August 16, 2017 from ICRA and August 11, 2017, from CARE Ratings granting credit rating to the Debentures to be issued in pursuance of this Offer Document (copy annexed as Annexure-D).
9. Letter ref. no. LTIF/CL/PUN/17-18/DEB/55 dated August 29, 2017, from Catalyst Trusteeship Limited giving consent for acting as Trustees (copy annexed as Annexure-C);
10. Copies of the agreements executed with NSDL and CDSL.

1. Copy of the Listing Agreement with NSE/BSE.

The above documents will be available for inspection before the issue between 9.30 a.m. and 5.00 p.m. on all working days (i.e., Monday to Friday) in Mumbai at the following office of the Company mentioned below:

L&T Infrastructure Finance Company Limited  
5th Floor, City - 2 Building,  
Plot No 177, Vidyanagari Marg, Kalina,  
Santacruz (E), Mumbai 400 098  
Tel :( 022)-66217300 Fax:(022)-66217302

#### **W) Undertaking - Common form of transfer**

The Company will be issuing Debentures in demat form only. However, investors have the option to rematerialize the debentures into the physical form. The Company would use a common transfer form for physical holdings if there is some holding in physical form giving a rematerialization option to any investor.

#### **X) Particulars of Offer**

- i) Date of passing of board resolution : March 21,2017
- ii) Date of passing the resolution in general meeting, authorizing the offer of securities: April 4, 2017
- iii) Kinds of Securities offered – As mentioned in the term sheet
- iv) Price at which the security is being offered including the premium, if any, along with justification of the price – As mentioned in term sheet
- v) Name and address of the valuer who performed valuation of the security offered – Not Applicable.

- vi) Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment – As mentioned in term sheet.
- vii) Proposed time schedule for which the offer letter is valid – As mentioned in term sheet.
- viii) Purposes and objects of the offer: Long term augmentation of funds/General Business purpose of the Company.
- ix) Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects – None
- x) Principal terms of assets charged as security, if applicable – As mentioned in term sheet

#### **Y) Information relating to terms of offer**

##### **Who Can Apply**

Only the persons who are specifically addressed through a communication by or on behalf of the Company directly are eligible to apply for the Debentures. An application made by any other person will be deemed as an invalid application and rejected. In order to subscribe to the Debentures a person must be either a:

- a) Commercial Bank,
- b) Co-operative Bank,
- c) Regional Rural Bank,
- d) Pension Fund, Provident Fund, Superannuation Fund or Gratuity Fund,
- e) Mutual Fund,
- f) Company, Bodies Corporate, Statutory Corporation,
- g) Financial Institution,
- h) Private Trust,
- i) Insurance Company
- j) Registered Society
- k) Partnership Firm
- l) Hindu Undivided Family ("HUF")
- m) Individual
- n) Foreign Portfolio Investors (Subject to SEBI & RBI norms, as amended from time to time)
- o) Portfolio Manager

##### **Application by Scheduled Commercial Banks**

The application must be accompanied by certified true copies of (i) Board Resolution authorizing investments or letter of authorization or Power of Attorney; and (ii) Specimen signatures of authorized signatories.

## **Application by Co-operative Banks**

The application must be accompanied by certified true copies of (i) resolution authorising investment along with operating instructions/power of attorney; and (ii) Specimen signatures of authorised signatories.

## **Application by Regional Rural Banks**

The applications must be accompanied by certified true copies of (i) Government notification/Certificate of Incorporation/Memorandum and Articles of Association/other documents governing the constitution; (ii) Resolution authorizing investment and containing operating instructions; (iii) Specimen signatures of authorized signatories.

## **Applications by Provident Funds, Superannuation Funds and Gratuity Funds**

The application must be accompanied by certified true copies of (i) Trust deed/bye-laws/ regulations; (ii) Resolution authorising investment; and (iii) Specimen signatures of authorised signatories.

## **Application by Mutual Funds**

A separate application can be made in respect of each scheme of an Indian mutual fund registered with the SEBI and such applications shall not be treated as multiple applications. The applications made by the Asset Management Companies ("AMCs") or custodians of a Mutual Fund shall clearly indicate the name of the concerned scheme for which application is being made.

The applications must be accompanied by certified true copies of (i) SEBI Registration Certificate and Trust Deed; (ii) Resolution authorizing investment and containing operating instructions; and (iii) Specimen signatures of authorized signatories.

## **Applications by Body Corporates / Companies/Financial Institutions / NBFCs / Statutory Corporations**

The applications must be accompanied by certified true copies of (i) Memorandum and Articles of Association/constitutional documents / bye-laws; (ii) Resolution authorizing investment and containing operating instructions; (iii) Specimen signatures of authorized signatories;

## **Application by Private Trust**

The application should be accompanied by certified true copies of the trust deed and specimen signatures of authorized signatories.

## **Application by Insurance Companies**

The applications must be accompanied by certified copies of (i)Memorandum and Articles of Association (ii)Power of Attorney; (iii) resolution authorising investment and containing operating instructions; and (iv) specimen signatures of authorised signatories.

## **Application by Registered Societies**

The application should be accompanied by certified true copies of (i) Memorandum of Association/Deed/any other instrument regulating or governing the constitution of the society, and rules and regulations/bye-laws of the Society; (ii) Resolution authorising investment along with operating instructions/power of attorney; (iii) Proof of registration with relevant statutory authority; and (iv) Specimen signatures of authorised signatories.

### **Application by Partnership Firm**

The applications must be accompanied by certified copies of (i) the PAN Card of the partnership firm; (ii) copy of the partnership deed; and (iii) the photo identity proof like Passport/PAN Card/ Driving License, etc. of the partner(s) signing the Application Form and specimen signatures of authorized signatories.

### **Application by HUF**

The applications must be accompanied by certified copies of the PAN Card of the HUF, the photo identity proof like Passport/PAN Card/Driving License, etc. of the Karta of the HUF.

### **Application by Individual**

The applications must be accompanied by certified copies of photo identity proof like Passport/PAN Card / Driving License, etc.

### **Application by Private Trust**

The application should be accompanied by certified true copies of the trust deed and specimen signatures of authorized signatories.

### **Application by FPIs**

The application should be accompanied by certified true copies of (i) PAN Card of the FPI; (ii) constitutional documents; (iii) Resolution authorizing investment and containing operating instructions; and (iv) Necessary forms for claiming exemption from deduction of tax at source on the interest income/ interest on application money, wherever applicable.

The FPI shall comply with the regulations/circulars issued by RBI & SEBI to the extent applicable.

### **Application by a Portfolio Manager registered with SEBI**

The application should be accompanied by certified true copy of (i) Resolution of the Board of Directors, authorizing, and with all particulars relating to the investment in these Debentures, and the acceptance of the terms of these Debentures along with authorized signatory list; and (ii) Certified copy of registration certificate issued by the SEBI to undertake Portfolio Management activities.

### **Applications under Power of Attorney/ Relevant Authority**

In case of an application made under a Power of Attorney or resolution or authority, a certified true copy thereof along with Memorandum and Articles of Association and/or Bye-laws must be attached to the Application Form at the time of making the application, failing which, the Company reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed application. Further modifications/ additions in the Power of Attorney or authority should be notified to the Company at its registered office.

**DISCLAIMER:**

PLEASE NOTE THAT ONLY THOSE PERSONS TO WHOM THIS OFFER DOCUMENT HAS BEEN SPECIFICALLY ADDRESSED ARE ELIGIBLE TO APPLY. HOWEVER, AN APPLICATION, EVEN IF COMPLETE IN ALL RESPECTS, IS LIABLE TO BE REJECTED WITHOUT ASSIGNING ANY REASON FOR THE SAME. THE LIST OF DOCUMENTS PROVIDED ABOVE IS ONLY INDICATIVE, AND AN INVESTOR IS REQUIRED TO PROVIDE ALL THOSE DOCUMENTS/ AUTHORIZATIONS/ INFORMATION, WHICH ARE LIKELY TO BE REQUIRED BY THE COMPANY. THE COMPANY MAY, BUT IS NOT BOUND TO REVERT TO ANY INVESTOR FOR ANY ADDITIONAL DOCUMENTS/ INFORMATION, AND CAN ACCEPT OR REJECT AN APPLICATION AS IT DEEMS FIT. INVESTMENT BY INVESTORS FALLING IN THE CATEGORIES MENTIONED ABOVE ARE MERELY INDICATIVE AND THE COMPANY DOES NOT WARRANT THAT THEY ARE PERMITTED TO INVEST AS PER EXTANT LAWS, REGULATIONS, ETC. EACH OF THE ABOVE CATEGORIES OF INVESTORS IS REQUIRED TO CHECK AND COMPLY WITH EXTANT RULES/ REGULATIONS/ GUIDELINES, ETC. GOVERNING OR REGULATING THEIR INVESTMENTS AS APPLICABLE TO THEM AND THE COMPANY IS NOT, IN ANY WAY, DIRECTLY OR INDIRECTLY, RESPONSIBLE FOR ANY STATUTORY OR REGULATORY BREACHES BY ANY INVESTOR, NEITHER IS THE COMPANY REQUIRED TO CHECK OR CONFIRM THE SAME. NON RESIDENT INDIANS AND OVERSEAS CORPORATE BODIES CANNOT APPLY FOR OR HOLD THESE DEBENTURES.

**How to Apply**

All applications for the Debenture(s) to be issued in pursuance of this Offer Document must be in the prescribed Application Form and be completed in block letters in English. Applications should be for a minimum of 4 (four) Debenture and in multiple(s) of 1 Debenture thereafter. No cash will be accepted. Payments towards application money should be made by RTGS or NEFT (in customer mode only) in favour of the Company in such account as may be separately advised by the Company to the proposed Investors in writing.

**Basis of Allotment**

LTIFC reserves the right to reject in full or partly any or all the offers received by it from the investors, without assigning any reason for such rejections. Kindly note that those investors, who have been contacted for making investment, should inform the Company in writing before making the investment.

**Letters of Allotment/Debenture Certificates/Refunds**

Debentures shall be issued pursuant to the Debenture Trust Deed to be executed between the Company and the Trustee. Allotment shall be made on dematerialised basis. The Company shall credit the allotted securities/ letters of allotment to the respective beneficiary accounts within 2 (two) working days from the Deemed Date of Allotment.

**Interest on Application Money:**

Interest on application money shall be paid to all the applicants at Coupon Rate from the date of realization of subscription money up to one day prior to the Deemed Date of Allotment.

Such interest shall payable within 7 business days from the Deemed Date of Allotment.

### **Deemed Date of Allotment**

All the benefits under the Debentures, including but not limited to the payment of interest, will accrue to the Investor from the specified Deemed Date of Allotment.

### **Issue of Duplicate Debenture Certificate(s)**

In case of Debentures issued in physical form, if any Debenture Certificate(s) is/are mutilated or defaced or the pages for recording transfers of Debentures are fully utilised, the same may be replaced by the Company against the surrender of such Certificate(s) and upon payment by the claimant of such costs as may be determined by the Company. Provided, where the Debenture Certificate(s) is/are mutilated or defaced, the same will be replaced as aforesaid, only if the Certificate Number, Debenture Holder Name and the Distinctive Numbers are legible. If any Debenture Certificate(s) is/ are destroyed, stolen or lost, then upon production of proof thereof to the satisfaction of the Company and upon furnishing such indemnity/ security and or other documents, as the Company may deem adequate, duplicate Debenture Certificate(s) shall be issued subject to the charge for the same being borne by the Debenture Holder.

### **Issue of Letter of Allotment and Debenture Certificate in Demat Form**

The Company has issued/shall issue the Debentures in dematerialized form and has made necessary arrangements with National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL") for the same. Investors shall hold the Debentures in demat form and deal with the same as per the provisions of Depositories Act, 1996 and the rules as notified by NSDL/ CDSL, from time to time. Investors should, therefore mention their DP's name, DP-ID Number and Beneficiary Account Number at appropriate place in the Application Form. The Company shall credit the Debentures/Letters of Allotment allotted to the respective beneficiary accounts of the applicants within two days from the date of allotment. The Applicant(s) has the option to hold the said Secured Debentures in dematerialized or in physical form.

### **Refunds**

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 15 (fifteen) days from the date of allotment of Debentures. In case the Company has received moneys from applicants for Debentures in excess of the aggregate of the application moneys relating to the Debentures in respect of which allotments have been made, the Company shall repay the moneys to the extent of such excess forthwith without interest, and if such money is not repaid within fifteen days after the Company becomes liable to repay it, the Company and every Director of the Company who is an officer in default shall, on and from the expiry of the fifteenth day be jointly and severally liable to repay that money with interest at the rate of twelve per cent per annum having regard to the length of the period of delay in making the repayment of such money.

### **Coupon rate**

The Investors will receive coupon at the rate specified in this Offer Document. The Coupon outstanding shall be payable in arrears, (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof) from the Deemed Date of Allotment. Payment will be made by the Company by way of direct credit through Electronic Clearing Service (ECS), Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT) and where such facilities are not available

the Company shall make payment of all such amounts by way of cheque(s)/demand draft(s)/coupon warrant(s), which will be dispatched to the Debenture Holder(s) by registered post/ speed post/courier or hand delivery on or before the Coupon Payment Dates.

### **Payment of Coupon**

Payment of coupon on the Debenture(s) will be made to those of the Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the Record Date fixed by the Company for this purpose and/or as per the list provided by NSDL/CDSL to the Company of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive coupon. Payment will be made by the Company after verifying the bank details of the Investors by way of direct credit through Electronic Clearing Service (ECS), Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT) and where such facilities are not available the Company shall make payment of all such amounts by way of cheque(s)/demand draft(s)/coupon warrant(s), which will be dispatched to the Debenture Holder(s) by registered post/ speed post/courier or hand delivery on or before the Coupon Payment Dates.

### **Computation of coupon**

Coupon for each of the coupon periods shall be computed on the principal outstanding of the Debentures at the applicable rate stated in this Offer Document. The Company shall calculate the coupon amount as mentioned in this Offer Document and the tax deductible at source, where applicable.

### **Tax Deducted at Source**

Tax as applicable under the Income Tax Act, 1961 or under any other statutory modification or re-enactment thereof will be deducted at source on coupon payment. Requisite certificate for tax deducted at source, as contemplated and/or required under the provisions of the Income Tax Act, 1961 from time to time, will be issued to the registered holders of the Debentures as per records on the Record Date/Early Redemption Date as applicable. Tax exemption certificate/document (in duplicate), if any must be lodged at the office of the Company or the designated office of the Company prior to the Record date/ Redemption Date, as applicable.

### **Record Date**

The Company will declare the Record Date for the purpose of coupon payment. The Record Date for payment of coupon or repayment of principal will be 15 days prior to each Coupon Payment Date or the Final Redemption Date or Call Option Date

### **Payment of Redemption**

The Debentures shall be redeemed by the Company, on the Redemption Date or the Call Option Date, which may be the Maturity Date. The Company shall pay the principal amount of the Debentures along with the accrued interest on the Redemption Date or the Call Option Date.

### **Early Redemption for Extraordinary Reason, Illegality and Force Majeure**

If, for reasons beyond the control of the Company, the performance of the Company's obligations under the Debentures is prevented by reason of force majeure including but not limited to an act of state or situations beyond the reasonable control of the Company, occurring after such obligation is entered into, or has become illegal or

impossible in whole or in part or in the exercising of its rights, the Company may at its sole discretion and without obligation to do so, redeem and/or arrange for the purchase of all but not some of the Debentures, by giving notice of not less than 5 (five) Business Days to the Debenture Holders which notice shall be irrevocable and shall specify the date upon which the Debentures shall be redeemed (such date on which the Debentures become immediately due and payable, the "Early Redemption Date"); subject to applicable RBI guidelines, the terms set by the Company and the spread reset mechanism as defined in Part B of the Offer Document.

### **Procedure for redemption**

#### **(a) Debentures held in physical form**

The Debenture Certificate(s), duly discharged by the sole/all the joint holders (signed on the reverse of the Debenture Certificate(s)) to be surrendered for Redemption on maturity should be sent by the Debenture Holder(s) by registered post with acknowledgement due or by hand delivery to the Company/Registrar and Transfer Agent or to such persons at such addresses as may be notified by the Company from time to time, 15 days prior to the Redemption Date.

The Company may, at its discretion, redeem the Debentures without the requirement of surrendering of the certificates by the Debenture Holder(s). Redemption proceeds in the manner stated below will be paid on the Redemption Date to those Debenture Holders whose names stand in the Register of Debenture Holders maintained by the Company on the Record Date fixed for the purpose of redemption.

Hence the transferee(s), if any, should ensure lodgment of the transfer documents with the Company/Registrar and Transfer Agent before the Record Date. In case the transfer documents are not lodged before the Record Date and the Company dispatches the redemption proceeds to the transferor, claims in respect of the redemption proceeds should be settled amongst the parties inter se and no claim or action shall lie against the Company or the Registrar and Transfer Agent. The Company shall compute the redemption amounts to be paid to each of the Debenture Holders in the manner stated hereinafter in this Offer Document. Further, the Company shall be required to verify the bank account details of each Debenture Holder and make payment of redemption amount by way of direct credit through ECS, RTGS or NEFT and where such facilities are not available the Company shall make payment of all such amounts by way of cheque/demand draft(s) to the first/sole Debenture Holder. Direct credit or dispatch of cheques/pay order etc., in respect of such payment will be made on the Redemption Date or within a period of 30 days from the date of receipt of the duly discharged Debenture Certificate, whichever is later. The Company's liability to the Debenture Holder(s) towards all rights including payment or otherwise shall stand extinguished on and from the due date of redemption in all events and on the Company dispatching the redemption amount to the Debenture Holder(s). The Company will not be liable to pay any coupon, interest, income or compensation of any kind from the Redemption Date, as the case may be. In case of any delay in surrendering the Debenture Certificate(s) for redemption, the Company will not be liable to pay any coupon, interest, income or compensation of any kind for the late redemption due to such delay. Also, in case the redemption falls on a holiday, the payment will be made on the previous working day.

#### **(b) Debentures held in Dematerialized Form**

In case of the Debentures held in dematerialized form, no action is required on the part of the Debenture Holder(s) at the time of Redemption of the Debentures and on the Redemption Date, as the case may be the redemption proceeds would be paid to

those Debenture Holder(s) whose name(s) appear on the list of beneficial owners given by the Depositories to the Company. The name(s) would be as per the Depositories' records on the Record Date fixed for the purpose of Redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The Company shall compute the redemption amounts to be paid to each of the Debenture Holders as mentioned in this Offer Document. The redemption proceeds shall be directly credited through ECS, RTGS or NEFT and where such facilities are not available the Company shall make payment of all such amounts by way of cheque/demand draft. The cheque/demand draft for redemption proceeds, will be dispatched by courier or hand delivery or registered post at the address provided in the Application/at the address as notified by the Debenture Holder(s) or at the address with the Depositories' record. Once the redemption proceeds have been credited to the account of the Debenture Holder(s) or the cheque/demand draft for redemption proceeds is dispatched to the Debenture Holder(s) at the addresses provided or available from the Depositories' record, the Company's liability to redeem the Debentures on the date of redemption shall stand extinguished and the Company will not be liable to pay any coupon, interest, income or compensation of any kind from the date of redemption of the Debenture(s). Also, in case the redemption falls on a holiday, the payment will be made on the previous working day.

### **Rights of Debenture Holders**

The Debenture Holders will not be entitled to any rights and privileges of shareholders other than those available to them under statutory requirements. The Debentures issued under this Offer Document shall not confer upon the Debenture Holders the right to receive notice, or to attend and vote at the general meetings of shareholders or Debenture Holders issued other than under this Offer Document or of any other class of securities of the Company.

### **Modification of Rights**

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those registered holders of the Debentures in the physical form/beneficial owners of the Debentures in the dematerialised form who hold at least three fourths of the outstanding amount of Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture Holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.

### **Mode of Transfer / Transmission of Debentures**

The Debenture issued under the Offer Document shall be transferable freely to all classes of Investors. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013. The provisions relating to transfer and transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Companies Act, 2013 shall apply, mutatis mutandis (to the extent applicable to Debentures) to the Debentures as well. In respect of the Debentures held in certificate form, a suitable instrument of transfer as may be prescribed by the Company may be used for the same. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL/DP of the transferor/transferee and any other applicable laws and rules notified in respect thereof. Transfer of Debentures to and from NRIs/OCBs in case they seek to hold the Debentures and are eligible to do so, will be governed by the then prevailing guidelines of RBI. The transferee(s) should ensure that the transfer

formalities are completed prior to the Record Date. In the absence of the same, coupon will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders/Records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Company. The Company confirms that the forms of transfer as set out hereinabove are common forms of transfer as applicable to all Debentures issued by the Company.

### **Succession**

Where Debentures are held in joint names and one of the joint holders dies, the survivor(s) will be recognized as the holder(s) of the said Debentures. It would be sufficient for the Company to delete the name of the deceased Debenture Holder after obtaining satisfactory evidence of his death. Provided, a third person may call on the Company to register his name as successor of the deceased holder after obtaining evidence such as probate of a will for the purpose of proving his title to the Debentures.

In the event of demise of the sole/first holder of the Debenture(s), the Company will recognize the Executors or Administrator of the deceased Debenture Holder, or the holder of the Succession Certificate or other legal representative as having title to the Debentures only if such executor or administrator obtains and produces Probate or Letter of Administration or is the holder of the Succession Certificate or other legal representation, as the case may be, from an appropriate Court in India. The Directors of the Company in their absolute discretion may, in any case, dispense with production of Probate or Letter of Administration or Succession Certificate or other legal representation.

Where a Non-Resident Indian becomes entitled to the Debenture by way of succession, the following steps have to be complied with:

- i. Documentary evidence to be submitted to the Legacy Cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased holder.
- ii. Proof that the NRI is an Indian national or is of Indian origin. Such holding by the NRI will be on a non-repatriation basis.

### **Register of Debenture Holders**

Debenture Register means the register of Debenture Holders maintained by the Registrar and Transfer Agent and/or the Company.

### **Future Borrowings**

The Company shall be entitled to make further issue of Debentures and/or raise term loans or raise further funds from time to time from any persons/Banks/Financial Institutions or Bodies Corporate or any other Agency. However, until the Debentures are fully redeemed, the Company shall not create charge on the Specific Receivables without obtaining prior written approval of Debenture Trustees, but no consent shall be required from the Trustee for creation of pari-pasu mortgage charge on the Mortgaged Property.

### **Notices**

All notices to the Debenture Holder(s) required to be given by the Company or the Debenture Trustee shall have and shall be deemed to have been given if sent by ordinary post or by e-mail to the original sole/first allottees of the Debenture(s) or if notification and mandate has been received by the Company, pursuant to the provisions contained herein above, to the sole/first transferees. All notices to be given by the Debenture Holder(s), including notices referred to under "Payment of Coupon" and "Redemption" may be sent by Registered Post/Courier or by e-mail(s) or by hand

delivery to the Company or to such persons at such address as may be notified by the Company from time to time.

### **Trustee to the Debenture Holders**

The consent of Debenture Trustee for the Debentures proposed to be issued in pursuance of this Offer Document has been obtained by the Company. LTIFC and the Debenture Trustee would enter into a Debenture Trust Agreement and such other Deeds/Documents, as the case may be, specifying inter alia, the powers, authorities and obligations of the Debenture Trustee and LTIFC in respect of the Debentures proposed to be issued in pursuance of this Offer Document.

By applying for the Debentures, the Debenture Holders shall/have without further action or deed, be deemed to have irrevocably given their consent to and authorised the Debenture Trustee or any of their agents or authorised officials to do, inter alia, all acts, deeds, matters and things in respect of or relating to the Debentures. All the rights and remedies of the Debenture Holders shall vest in and shall be exercised by the Debenture Trustee without reference to the Debenture Holders. No Debenture Holder shall be entitled to proceed directly against LTIFC unless the Debenture Trustee, having become so bound to proceed, failed to do so. The Debenture Trustee will endeavour to protect the interest of the Debenture Holders in the event of default in regard to timely payment of principal/interest by LTIFC. Main events of default under the Debenture Trust Agreement would be as specified below.

### **Events of Default**

(A) If one or more of the events specified herein (hereinafter called the "Events of Default") takes place, the Debenture Trustee may, in its discretion, and shall, upon a request in writing of the Debenture Holders representing not less than three-fourths in value of the nominal amount of the Secured Debentures for the time being outstanding or by a Special Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in the Debenture Trust Agreement, by a notice in writing to the Company declare the Principal Amount of and all Accrued Interest on the Secured Debentures to be due and payable forthwith and the Security created hereunder shall become enforceable:

- i. Default is committed in payment of Principal Amount or two consecutive defaults in payment of Interest in respect of any Debentures on the relevant Interest Payment Date/Redemption Date
- ii. When the company without the consent of debenture trustees ceases to carry on its business or gives notice of its intention to do so;
- iii. When an order has been made by the Tribunal or a special resolution has been passed by the Members of the Company for winding up of the Company;
- iv. When any breach of the terms of the Offer Document inviting the subscriptions of debentures or of the covenants of Debenture Trust Deed is committed;
- v. Default is committed in the performance or observance of any covenant, condition or provision contained in these presents and/or the Financial Covenants and Conditions (other than the obligation to pay the Principal Amount and Interest) The Company has voluntarily become the subject of proceedings under any bankruptcy, insolvency or other similar law or hereafter in effect, or the Company is voluntarily or involuntarily dissolved and a court having jurisdiction in the premise shall enter a decree or order for relief in respect of the Company and such decree or order shall remain un stayed and in effect for a period of 60 (sixty) consecutive days or has consented to the entry of an order for relief in an involuntary case under any such laws, or shall consent to the appointment of or taking possession by a receiver, liquidator, trustee, custodian

or similar official of the Company or for any substantial part of its property or has made any general assignment for the benefit of the creditors, or has failed generally to pay its debts as they become due or shall take any corporate action in furtherance of any of the above;

vi. Such other events as mentioned in the other transaction documents;

### **Inspection**

The Debenture Trustee or its authorized representatives shall be entitled to carry out inspections of the Company's offices, records, registers and accounts upon giving a reasonable notice in writing to the Company, to the extent such inspection is necessary for exercising any of the powers or discharging any of the duties of the Debenture Trustee hereunder. Any representative of the Debenture Trustee shall have free access at all reasonable times to the Company's premises, records, registers and accounts and shall receive full co-operation and assistance from the Company. The cost of inspection, including travelling and other related expenses shall be borne and paid by the Company.

### **Authority to Delegate**

The Debenture Trustee may whenever they think it expedient, delegate by Power of Attorney or otherwise to any such officer/ employee/ agent all or any of the trusts, powers, authorities and discretion vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Debenture Trustee may think fit. The delegate may, in the execution and exercise of all or any of the trusts, powers, authorities and discretion vested in him, act as an officer or officers for the time being of the Debenture Trustee.

### **Authority to Employ Agents**

The Debenture Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Debenture Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all reasonable and customary, professional and other charges for business transacted and acts done by them in connection with the trust.

### **Debenture Trustee may contract with Company**

The Debenture Trustee and/or any agent of the Debenture Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Company unless the same is permitted under the extant regulatory provisions.

### **Retirement and Removal of Debenture Trustee**

- i. The Debenture Trustee would be permitted to retire or may be removed by the Company at any time without assigning any reason and without being responsible for any loss or costs occasioned by such retirement, provided that they shall have given at least two month's previous notice in writing to the Company/Debenture Trustee in that behalf.
- ii. The Debenture Trustee would be liable to be removed by the Debenture Holders by a Special Resolution passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in the Debenture Trust Deed. The Company shall appoint such person or persons as may be nominated by such resolution as new trustee thereof.
- iii. For the purposes aforesaid, forthwith upon receipt of the notice of retirement from the Debenture Trustee for the time being or the removal of the Debenture

Trustee by the Company or on the occurrence of the vacancy in the office of the Debenture Trustee, the Company shall appoint another debenture trustee only with the written consent of the majority of the Debenture Holders.

### **Depository arrangement**

LTIFC has entered into depository arrangements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) for issue and holding of the Debenture(s) in dematerialized/ electronic form.

As per the provisions of Depositories Act, 1996, the Debentures issued by the Company can be held in a dematerialized/ electronic form, i.e., not in the form of physical certificate but be fungible and be represented by the statement issued through electronic mode.

In this context:

- i. Agreements have been signed by the Company with NSDL/CDSL for offering a depository option to the investors.
- ii. The Applicant(s) have the option to seek allotment of Debentures in dematerialized or in physical form.
- iii. The Applicant(s) who wish to apply for Debenture(s) in the dematerialized form must have at least one beneficiary account with any of the DP of NSDL/CDSL prior to making the application.
- iv. The Applicant(s) seeking allotment of Debenture(s) in the dematerialized/ electronic form must necessarily fill in the details (including the beneficiary account number and Depository Participant's ID) appearing in the Application Form under the heading "Request for Debenture(s) in Dematerialized Form".
- v. Debenture(s) allotted to the Applicant(s) in the dematerialized form will be credited directly to the Applicant's Beneficiary Account with his/their DP.
- vi. For subscription in dematerialized/ electronic form, names in the Application Form should be identical to those appearing in the Beneficiary 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.
- vii. If incomplete/ incorrect details are given under the heading 'Request for Debentures in Dematerialized Form' in the Application Form, it will be deemed to be an application for Debentures in physical form. The Company shall be entitled at its sole option to issue the debentures in physical form or reject the application.
- viii. In case of allotment of the Debentures in electronic form, the address, nomination details and other details of the applicant as registered with his DP shall be used for all correspondence with the Applicant(s). The Applicant(s) are therefore responsible for the correctness of his demographic details given in Application Form vis-à-vis those with his/their DP. In case information is incorrect or insufficient, the Company would not be liable for losses, if any.
- ix. Interest/Redemption amount with respect to the Debentures held in dematerialized/electronic form would be paid to those Debenture Holders whose names appear on the list of beneficial owners provided by NSDL/ CDSL to the Company as on Record Date/ Book Closure Date. In case of those Debenture(s) for which the beneficial owner is not identified by the Depository as on the Record Date/ Book Closure Date, the Company would keep in abeyance the payment of interest/ redemption amount, till such time that the beneficial owner is identified by the Depository and conveyed to the Company, whereupon the interest or benefits will be paid to the beneficiaries, as identified.

## **Effect of Holidays**

Should any of the dates defined above or elsewhere in the Offer Document, excepting the Deemed Date of Allotment and the Maturity Date, fall on a Saturday, Sunday or a Public Holiday in Mumbai, the next business day shall be considered as the effective date. In case the Deemed Date of Allotment and Maturity Date falls on a Saturday, Sunday or a Public Holiday in Mumbai, the previous business day shall be considered as the Date of Allotment and Maturity Date.

## **Day Count Convention**

Interest shall be computed on an actual day count convention on the principal outstanding on the Debentures i.e. interest would be calculated on actual/actual day convention on the principal outstanding on Debentures, as per the SEBI circular CIR/IMD/DF/18/2013 dated October 29, 2013.

## **Tax Benefits**

There are no specific tax benefits attached to the Debentures. Investors are advised to consider the tax implications of their respective investment in the Debentures

## **Obligations of Investors**

Notwithstanding anything contained hereinabove, every potential investor/investor of the Debentures must read, understand and accept, and shall be deemed to have read, understood and accepted, the terms and conditions of this Offer Document prior to investing in the Debentures.

As a Debenture Holder, every initial investor undertakes by virtue of this Offer Document, that if the initial investor as the Debenture Holder sells the Debentures to subsequent investors, the initial investor as the Debenture Holder shall ensure that such subsequent investors receive from the Debenture Holder, a copy of this Offer Document, and shall sell the Debentures to a subsequent investor only if such subsequent investor has read, understood and accepted all the terms and conditions referred to above and is an investor who falls within the specified categories ("Who can apply"). Any such subsequent investor shall be deemed to have read, understood and accepted the terms and conditions in the documents referred to above prior to investing in the Debentures.

Any person selling these Debentures would be responsible for ensuring full and prior disclosure of the terms and conditions of the Debentures to the person(s) to whom they are selling these Debentures and shall sell the Debentures only if the subsequent subscriber has read, understood and accepted all the terms and conditions. The Company would presume full knowledge of the contents of this Offer Document and a full understanding of the Debentures, their nature and the applicable terms and conditions on the part of any person holding/buying these Debentures, and no claim to the contrary shall be entertained.

## **Undertaking by the Company**

The Company undertakes that:

1. It shall attend to the complaints received in respect of the Issue expeditiously and satisfactorily;
2. It will take all steps for completion of the necessary formalities for listing and commencement of trading at all stock exchanges where the securities are proposed to be listed within 15 days of deemed date of allotment;
3. The funds required for making refunds, if any, shall be made available on time;
4. That necessary co-operation shall be extended to credit rating agency in providing true and adequate information till the debt obligations in respect of the instruments are outstanding;
5. The Company shall disclose the complete name and address of the Debenture Trustee in its Annual Report;
6. The Company shall furnish a confirmation certificate that the security created by the Company in favour of the Debenture Holders is properly maintained and is adequate enough to meet the payment obligations towards the Debenture Holders in the event of a default.

Please note that this Offer Document relates to issuance of Debentures made on a private placement basis. Consequently, there may have been/or may be instances in the future in which the Company shall undertake further issuance of Debentures pending listing of the debt securities and/or before the application monies for the previous issues have been refunded.

## **Security**

Debentures to be issued by the Company in pursuance of this Offer Document shall be Secured by way of creation of (i) exclusive and first ranking floating charge on Specific identified standard Receivables of the Company with an asset cover of 1.00 time of the total amount outstanding of principal and interest thereon, The floating charge created over such Specific Identified Standard Receivables shall be converted into a fixed charge upon notice from the Debenture Trustee following an Event of Default, which has not been cured and (ii) pari-passu mortgage of all the right, title, and interest on 4322 sq.ft. premises on 6th Floor, "B" Wing, in the building known as KGN Towers situated on 62, Ethiraj Salai, (Commander-in-Chief Road) Egmore, Chennai 600 105.

The security proposed to be created for the Debentures will be created and perfected within stipulated time from the date of the closure of the issue. The Company shall be at liberty from time to time during the continuance of the security to issue at such future dates and in such denomination as it considers advisable, further convertible and/or non-convertible debentures and/or to raise further loans, advances and/or avail further financial and/or guarantee facilities from financial institutions, banks, and/or any other persons or entities in any other form by creating further charge on the assets/properties charged/mortgaged to the Debenture Trustees in respect of the Debentures to be issued in pursuance of this Offer Document, subject to obtaining the prior written consent of the Debenture Trustee, but no consent shall be required from the Trustee for creation of pari-pasu mortgage charge on the Mortgaged Property.

Consent of Debenture holders of this issue is not required to be obtained for creation of further charge / pari-passu mortgage on the assets/properties charged/mortgaged to the Debenture Trustees in respect of such future issue(s) of securities.

## **Security Cover**

The Company shall, till any of the Debentures are outstanding, maintain a security cover equivalent to 1.00 time the aggregate of sums outstanding of principal and interest on the Debentures; provided that such security cover shall be calculated only in relation to the security created on receivables and the mortgage security shall be excluded for this purpose.

Such receivables shall be standard and not be overdue. Notwithstanding anything contained hereinbefore, at the time of execution of the instrument for creation of the aforesaid hypothecation charge on receivables or at the time of top-up of receivables, no overdue receivables shall be given as security.

In the event the aforesaid security cover falls below 1.00, the Issuer shall hypothecate additional receivables to replenish the security cover within 5 (five) working days of the same coming or being brought to the notice of the Issuer, failing which the same shall be treated as an event of default.

## **The rating rationale adopted by the rating agency**

CARE has assigned "CARE AA+" rating for borrowings through issue of Secured, Redeemable, Non-Convertible Debentures (the "NCDs") upto Rs. 9,500 Crore. This is the high credit quality rating assigned by CARE. The rated instrument carries low credit risk.

Further ICRA has assigned "ICRA AA+" rating for borrowings through issue of Non-Convertible Debentures (the "NCDs") for an aggregate amount upto Rs.7699.03 Crore. Instruments with these rating(s) are considered to offer high degree of safety for timely servicing of debt obligations and carry very low credit risk.

Instruments with these rating(s) are considered to offer high degree of safety for timely servicing of debt obligations and carry very low credit risk.

## PART B

### ISSUE DETAILS

Security Name	Secured Redeemable Non Convertible Debentures [Series "E" of FY 2017 - 18]
Issuer/Company	L&T Infrastructure Finance Company Limited
Type of Instrument	Secured Redeemable Non Convertible debentures of face value of Rs. 25,00,000/- [Series "E" of FY 2017 - 18].
	The Debentures shall constitute direct, Secured, senior and general obligations of the company and will, save for such exceptions as may be provided by applicable legislation or judicial order, rank pari-passu with all other Secured and senior indebtedness of the Company subject to terms and conditions already agreed.
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private Placement
Eligible Investors	Refer to section "Who Can Apply" (point nos 1)
Listing ( including name of Stock Exchange(s) where it will be listed and timeline for listing)	The Debentures to be issued under this Offer Document will be applied to get listed on the WDM segment of the BSE within 15 days of the Deemed Date of Allotment. In case of delay in application for listing of the debt securities beyond 15 days, the Company will pay penal interest of at least 1% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such debt securities.
Rating of the Instrument	CARE AA+ " by CARE & "ICRA AA+" by ICRA
Issue size	50 Crores
Option to retain oversubscription (amount)	100 Crores
Objects of the issue	Long term augmentation of funds
Details of the utilization of the proceeds	Long term augmentation of funds
Coupon Rate	7.65% p.a coupon
Steps up/ step down coupon rate	Not Applicable
Coupon Rate Frequency	Annual coupon and on maturity
Coupon payment dates	Thursday, August 30, 2018 Friday, August 30, 2019 Sunday, August 30, 2020 Monday, August 30, 2021 Tuesday, August 30, 2022
Coupon Type	Fixed
Coupon Reset Process ( including rates, spread, effective date, interest rate cap and floor etc)	NA
Early Redemption/ repayment of NCDs	None
Spread Rate Reset Dates	None
Spread reset notice dates	Not Applicable

Day Count Basis	Actual/Actual
Interest on Application Money	Not Applicable
Tenor	1826 days
Redemption Date	Tuesday, August 30, 2022
Redemption Amount	Rs. 25 lakhs
Redemption Premium / Discount	None
Issue Price	At Face Value, i.e., Rs. 25,00,000 (Rupees Twenty Five Lakh Only).
Discount at which security is issued and the effective yield as a result of such discount	None
Put Option Date	None
Put Option Price	None
Call Option Date	None
Call Option Price	None
Put Notification Time	None
Call Notification Time	None
Face Value	Rs. 25,00,000 (Rupees Twenty Five Lakh Only).
Minimum Application and in multiples of - Debt securities thereafter	Minimum subscription of Rs. 1 crore and in multiples of Rs. 25 lakh thereafter
Minimum amount of bid size	Rs. 1 Crore
Price Method for allotment	Uniform Pricing
Issue Opening Date	August 30, 2017
Issue Closing Date	August 30, 2017
Pay-in Date:	August 30, 2017
Deemed Date of Allotment:	August 30, 2017
Issuance mode of the Instrument	Demat only (for private placement)
Trading mode of the Instrument	Demat only (for private placement)
Settlement mode of the instrument	Payment will be made by way of direct credit through Electronic Clearing Service (ECS), Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT)
Depository	NSDL & CDSL
Business Day Convention	Should any of the dates defined above or elsewhere in the Offer Document, excepting the Deemed Date of Allotment and the Maturity Date, fall on a Saturday, Sunday or a Public Holiday in Mumbai, the next business day shall be considered as the effective date. In case the Maturity Date falls on a Saturday, Sunday or a Public Holiday in Mumbai, the previous business day shall be considered as the Maturity Date
Record Date	15 days prior to each Coupon Payment/ Redemption Date / Call Option Date
Security	<p>Secured by-</p> <p>(a) exclusive charge on present and future Specific Receivables of the Company</p> <p>(b) First pari passu charge leasehold rights (as created/renewed in favour of the Company under the registered lease deed dated December 11, 2013 executed between the Company and L&amp;T Financial Consultants Limited (Formerly known as L&amp;T Vrindavan Properties Limited)) as detailed below:</p> <p>Leasehold rights on 4322 sq.ft. premises on 6th Floor, "B"</p>

	<p>Wing, in the building known as known as KGN Towers situated on 62, Ethiraj Salai, (Commander-in-Chief Road) Egmore, Chennai 600 105 bearing Old R.S. No. 1632/20 and bounded on the:</p> <p>North By: Commander in Chief Road      East By: Property owned by Sundermurthy Trust      South By: R.S. No. 1632/13 being property belonging to Delhi properties &amp; Building society Limited      West By: Property bearing Survey No: 32</p> <p>Situated within Sub Registration District of Periamet, Chennai, Tamil Nadu</p> <p>The Company shall be at liberty from time to time during the continuance of the security to issue at such future dates and in such denomination as it considers advisable, further convertible and/or non-convertible debentures and/or to raise further loans, advances and/or avail further financial and/or guarantee facilities from financial institutions, banks, and/or any other persons or entities in any other form by creating further charge on the assets/properties charged/mortgaged to the Debenture Trustees in respect of the Debentures to be issued in pursuance of this Offer Document, subject to obtaining the prior written consent of the Debenture Trustee. Consent of Debenture holders of this issue is not required to be obtained for creation of further charge / pari-passu mortgage on the assets/properties charged/mortgaged to the Debenture Trustees in respect of such future issue(s) of securities but no consent shall be required from the Trustee for creation of pari-pasu mortgage charge on the Mortgaged Property.</p> <p>The Company shall maintain a minimum asset cover of 100% of the total amount outstanding at all times.</p>
Transaction Documents	<ol style="list-style-type: none"> <li>Debenture Trust cum Hypothecation Deed</li> <li>Debenture Trustee Agreement</li> <li>Simple Mortgage Deed</li> </ol>
Condition Precedent to Disbursement	NA
Condition subsequent to Disbursement	NA
Events of Default	As defined in Debenture Trust Deed
Provisions related to cross default clause	NA
Default Interest Rate	On occurrence of any Event of Default including default in payment of interest and/or principal redemption on the due dates and/or creation of security, additional interest of 2% p.a. over the coupon rate will be payable by the Company for the defaulting period
Security Cover	1.00 time
Debenture Trustee	Catalyst Trusteeship Ltd (Formerly GDA Trusteeship Limited)
Inconsistency/repugnance	In the event of any inconsistency between this Offer Document and the Debenture Trust Deed, the provisions of the Offer Document Deed shall prevail.
Roles and responsibilities of Debenture Trustee	The Debenture Trustee shall act as a Trustee for the issue on behalf of the Debenture Holders.

Governing Laws and Jurisdiction	The Bonds shall be governed by and will be construed in accordance with the Indian law. The Issuer, the Bonds and Issuer's obligations under the Bonds shall, at all times, be subject to the directions of the RBI and the SEBI. The courts in Chennai shall have non-exclusive jurisdiction with respect to matters relating to the Bonds.
Arranger	Not Applicable
Address of the arranger	Not Applicable

**Disclosure of cash flows:**

*(by way of illustration)*

The below mentioned cash flow for the payment of principal and interest amount is calculated on the face value of one Debenture. Any change in the below mentioned data due to unforeseeable circumstances in the future during the tenure of the Debentures would be intimated to Stock Exchange and the Debenture Trustees before effecting the change.

### Cash Flow :

<b>Cash Flows</b>	<b>Coupon Payment Date*</b>	<b>No. of Days in Coupon Period</b>	<b>Coupon Payout Date*</b>	<b>Amount (in Rupees)</b>
Coupon	Thursday, August 30, 2018	365	Thursday, August 30, 2018	191250
Coupon	Friday, August 30, 2019	365	Friday, August 30, 2019	191250
Coupon	Sunday, August 30, 2020	366	Monday, August 31, 2020	191250
Coupon	Monday, August 30, 2021	365	Monday, August 30, 2021	191250
Coupon	Tuesday, August 30, 2022	365	Tuesday, August 30, 2022	191250
<b>Total Coupon Payments</b>				<b>9,56,250</b>
<hr/>				
<b>Cash Flows</b>	<b>Principal due for Payment</b>	<b>No. of Days from Issue Date</b>	<b>Principal Payout Date*</b>	<b>Amount (in Rupees)</b>
Principal	Tuesday, August 30, 2022	1826	Tuesday, August 30, 2022	2,500,000
<b>Total Payments (Principal + Coupon) (A+B)</b>				<b>34,56,250</b>

*\*The above table is in accordance with the SEBI circular under the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time.*

### **Confidentiality**

The information and data contained herein is submitted to each recipient of this Offer Document on a strictly private and confidential basis. By accepting a copy of this Offer Document, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information. This Offer Document must not be photocopied, reproduced, extracted or distributed in full or in part to any person other than the recipient without the prior written consent of the Company. If at any time any such reproduction or disclosure is made and the Company suffers any loss, damage or incurs liability of any kind whatsoever arising out of or in connection with any such reproduction or disclosure, the recipient of this Offer Document breaching the restriction on reproduction or disclosure agrees to hold harmless and indemnify the Company from and against any such loss, damage or liability.

### **DECLARATION**

We, on behalf of the Company, hereby declare that

(a) all the relevant provisions of the Companies Act, 2013 and the rules made thereunder, the RBI Private Placement Norms and the Debt Regulations have been complied with in respect of this Issue and no statement made in this Offer Document is contrary to the provisions of the Companies Act 2013 and the Debt Regulations.

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- (b) the monies received under the Issue shall be used only for the purposes and objects indicated in the Offer Document; and
- (c) the compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Bonds, if applicable, is guaranteed by the Central Government.

We and the Company, accept no responsibility for statements made otherwise than in this Offer Document and anyone placing reliance on any other source of information will be doing so at his own risk. Pursuant to the resolution passed by the Committee of Directors of the Company dated May 10, 2017, the Directors, Manager, Company Secretary of the Company, Ms. Apurva Rathod(Head Group Secretarial), Mr. Sharad Nagar (Head – Treasury), Mr. Nagarajan Iyer (Team Manager – Investor Services) and Mr. ‘ Bhandari (Authorised Signatory) are severally authorized to issue the Offer Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the Promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

Signed pursuant to the authority granted at the said meeting of the Committee of Directors.

**For L&T Infrastructure Finance Company Limited**

  
**Amit Bhandari**  
**Authorised Signatory**

Date: August 30, 2017  
Place: Mumbai

**Annexures:-**

- Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information for at least last three years and auditor qualifications, if any. (Annexure A)
- Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information and auditors qualifications, if any. (Annexure B)
- Copy of Debenture Trustee Consent letter (Annexure C)
- Copy of Rating Letter (Annexure D)
- Copy of Board Resolution (Annexure E)
- Copy of Shareholders Resolution (Annexure F)