



L&T INFRASTRUCTURE FINANCE COMPANY LIMITED

(L&T Infrastructure Finance Company Limited (the "Company"), with CIN U67190TN2006PLC059527, incorporated in the Republic of India with limited liability under the Companies Act, 1956, as amended (the "Companies Act"))

Registered Office: Mount Poonamallee Road, Manapakkam, Chennai - 600 089; Tel: +91 44 6688 1166; Fax: +91 44 6688 1010; Corporate Office: 3B, Laxmi Towers, C-25, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051; Tel: +91 22 4060 5444; Fax: +91 22 4060 5353; Website: www.ltinfra.com.

Compliance Officer and Contact Person: Mr. Shekhar Prabhudesai, Company Secretary E-mail: infrabonds2012A@ltinfra.com

APPLICATION FORM (FOR RESIDENT INDIVIDUALS / HINDU UNDIVIDED FAMILIES)

ISSUE OPENS ON : JANUARY 10, 2012
ISSUE CLOSES ON : FEBRUARY 11, 2012

Application No. **55450183**

PUBLIC ISSUE BY L&T INFRASTRUCTURE FINANCE COMPANY LIMITED (THE "COMPANY" OR THE "ISSUER") OF LONG TERM INFRASTRUCTURE BONDS WITH A FACE VALUE OF ₹ 1,000 EACH, IN THE NATURE OF SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES, HAVING BENEFITS UNDER SECTION 80 CCF OF THE INCOME TAX ACT, 1961 (THE "DEBENTURES" OR THE "BONDS"), AGGREGATING UP TO ₹ 11,000 MILLION FOR THE FY 2012 (THE "SHELF LIMIT"). THE BONDS WILL BE ISSUED IN ONE OR MORE TRANCHES SUBJECT TO THE SHELF LIMIT FOR THE FY 2012 UNDER THE SHELF PROSPECTUS FILED WITH THE ROC ON NOVEMBER 18, 2011 AND THE RESPECTIVE TRANCHE PROSPECTUS. THE SECOND TRANCHE OF BONDS (THE "TRANCHE 2 BONDS") FOR AN AGGREGATE AMOUNT UP TO ₹ 3,000.00 MILLION WITH AN OPTION TO RETAIN AN OVERSUBSCRIPTION OF UP TO SHELF LIMIT FOR ALLOTMENT OF ADDITIONAL TRANCHE 2 BONDS (INCLUDING THE AMOUNT RECEIVED AGAINST THE ALLOTMENT OF THE TRANCHE 1 BONDS), SHALL BE ISSUED ON THE TERMS SET OUT IN THE SHELF PROSPECTUS AND THE PROSPECTUS - TRANCHE 2 (THE "ISSUE").
The Issue is being made pursuant to the provisions of the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended (the "Debt Regulations").

CREDIT RATING : 'CARE AA+' by CARE and '[ICRA] AA+' by ICRA

FOR ANY QUERIES REGARDING THE ISSUE, PLEASE CONTACT US ON OUR TOLL FREE NO. 1800 102 2131 OR WRITE TO US AT savetax@ltinfra.com. FOR FURTHER DETAILS, INVESTORS CAN VISIT THE WEBSITE: www.ltinfrabond.com.

Broker's Name & Code	Sub-Broker's / Agent's Code	Bank Branch Stamp	Bank Branch Serial No.	Date of Receipt
SBI CAPS 23/10529	4530101106			

To, The Board of Directors, L&T INFRASTRUCTURE FINANCE COMPANY LIMITED, Registered Office: Mount Poonamallee Road, Manapakkam, Chennai - 600 089

Dear Sirs,

Having read, understood and agreed to the contents and terms and conditions of L&T Infrastructure Finance Company Limited's Shelf Prospectus dated November 18, 2011 and Prospectus - Tranche 2 dated January 3, 2012, (together, "Prospectus") I/We hereby apply for allotment to me/us, of the under mentioned Tranche 2 Bonds out of the Issue. The amount payable on application for the below mentioned Tranche 2 Bonds is remitted herewith. I/We hereby agree to accept the Tranche 2 Bonds applied for or such lesser number as may be allotted to me/us in accordance with the contents of the Prospectus subject to applicable statutory and/or regulatory requirements. I/We irrevocably give my/our authority and consent to Bank of Maharashtra, to act as my/our trustees and for doing such acts and signing such documents as are necessary to carry out their duties in such capacity. I/We confirm that: (i) am/We are Indian National(s) resident in India and I am/ we are not applying for the said Issue as nominee(s) of any person resident outside India and/or Foreign National(s). Notwithstanding anything contained in this form and the attachments hereto, I/we confirm that I/we have carefully read and understood the contents, terms and conditions of the Prospectus, in their entirety and further confirm that in making my/our investment decision, (i) I/We have relied on my/our own examination of the Company and the terms of the Issue, including the merits and risks involved, (ii) my/our decision to make this application is solely based on the disclosures contained in the Prospectus, (iii) my/our application for Tranche 2 Bonds under the Issue is subject to the applicable statutory and/or regulatory requirements in connection with the subscription to Indian securities by me/us, (iv) I am/We are not persons resident outside India and/or foreign nationals within the meaning thereof under the Foreign Exchange Management Act, 1999, as amended and rules, regulations, notifications and circulars issued thereunder, and (v) I/We have obtained the necessary statutory and/or regulatory permissions/consents/approvals in connection with applying for, subscribing to, or seeking allotment of Tranche 2 Bonds pursuant to the Issue.

Please fill in the Form in English using BLOCK letters

Date dd / mm / 2012

APPLICANTS' DETAILS

NAME OF SOLE/FIRST APPLICANT Mr./Mrs./Ms. _____ AGE _____ years

ADDRESS (of Sole / First Applicant) _____

City _____ Pin Code (Compulsory) _____ Telephone STD _____ Number _____ Mobile _____ E-mail _____

SECOND APPLICANT Mr./Mrs./Ms. _____

THIRD APPLICANT Mr./Mrs./Ms. _____

CATEGORY : Resident Indian individuals HUF through the Karta I/We hereby consent for my/our details being shared with other L&T Group Entities for the purpose of receiving future communication on products of L&T Group Entities.

OPTION TO HOLD THE TRANCHE 2 BONDS IN PHYSICAL FORM (If this option is selected, the KYC Documents as mentioned in Instruction No. 29 are mandatory)

In terms of Section (8)(1) of the Depositories Act, 1996, I/we wish to hold the Tranche 2 Bonds in physical form. I/We hereby confirm that the information provided in "APPLICANTS' DETAILS" is true and correct. I/We enclose herewith self attested copies of PAN Card, Proof of Individual ID, Proof of Residence Address as the KYC Documents and self attested copy of a cancelled cheque.

Nomination (Please see instruction no. 16)

Name of the Nominee : _____

In case of Minor, Guardian : _____

Bank Details for payment of Refund / Interest / Maturity Amount

Bank Name : _____ Branch : _____

Account No. : _____ IFSC Code : _____

Sole/First Applicant _____ Second Applicant _____ Third Applicant _____

DEPOSITORY PARTICIPANT DETAILS (These details need not be given if the option to hold the Tranche 2 Bonds in Physical Form is selected. Please also refer to instruction no. 35(e))

Depository Name (Please ✓)	National Securities Depository Limited <input type="checkbox"/>	Central Depository Services (India) Limited <input type="checkbox"/>
Depository Participant Name		
DP - ID	I	N
Beneficiary Account Number	(16 digit beneficiary A/c. No. to be mentioned above)	

INVESTMENT DETAILS

Tranche 2 Bond Series	1	2
Frequency of Interest payment	Annual, i.e. yearly payment of interest	Cumulative, i.e. cumulative interest payment at the end of maturity or buyback, as applicable
Face Value and Issue Price (₹ / Tranche 2 Bond) ... (A)	1,000	1,000
Interest Rate	8.70 % p.a.	8.70 % p.a., compounded annually
Maturity Date	10 years from the Deemed Date of Allotment.	10 years from the Deemed Date of Allotment.
Minimum Application	5 Tranche 2 Bonds and in multiples of 1 Tranche 2 Bond thereafter. For the purpose of fulfilling the requirement of minimum application of 5 Tranche 2 Bonds, an Applicant may choose to apply for the Tranche 2 Bonds across the same series or different series.	
Buyback Facility	Yes	Yes
Buyback Date	The first Working Day after the expiry of 5 years from the Deemed Date of Allotment and the first Working Day after the expiry of 7 years from the Deemed Date of Allotment.	
Buyback Intimation Period	The period commencing from 6 months preceding the relevant Buyback Date and ending 3 months prior to such Buyback Date.	
Buyback Amount (₹ / Tranche 2 Bond)	₹ 1,000 at the end of 5 years / ₹ 1,000 at the end of 7 years	₹ 1,517.57 at the end of 5 years / ₹ 1,793.11 at the end of 7 years
Maturity Amount (₹ / Tranche 2 Bond)	₹ 1,000	₹ 2,303.01
Yield on Maturity	8.70 % p.a.	8.70 % p.a., compounded annually
Yield on Buyback	8.70 % p.a.	8.70 % p.a., compounded annually
No of Tranche 2 Bonds applied for ... (B)		
Amount Payable (₹) (A * B)		
Total No of Tranche 2 Bonds applied for (Series 1 + Series 2)		
Total Amount Payable (Series 1 + Series 2) (₹)		

COMMON TERMS OF THE ISSUE:

Issuer : L&T Infrastructure Finance Company Limited
Security : Exclusive first charge on receivables of the Company, being one time of the issue size along with mortgage of an immovable property. For further details, please refer to page 23 of the Prospectus - Tranche 2.
Debenture Trustee : Bank of Maharashtra
Depositories : NSDL and CDSL
Listing : BSE Limited (Designated Stock Exchange)
Trading : In dematerialised form only post the Lock-in period
Lock-in Period : 5 years from the Deemed Date of Allotment
Interest on Application and Refund Money : NIL - For further details, please see General Instruction no. 10

Buyback Date : The first Working Day after the expiry of 5 years from the Deemed Date of Allotment and the first Working Day after the expiry of 7 years from the Deemed Date of Allotment.
Option to hold Bonds : The investors have the option to hold the Tranche 2 Bonds in demat or physical form. For further details, please see General Instruction no. 3
Redemption/Maturity Date : 10 years from the Deemed Date of Allotment.
Basis of Allotment : On a FIRST COME FIRST SERVE basis. For further details, please see General Instruction no. 35
Deemed Date of Allotment : The Deemed Date of Allotment for the Tranche 2 Bonds shall be the date as may be determined by the Board of the Company and notified to the Stock Exchange.
Submission of Application Forms : All Application Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the Bankers to the Issue during the Issue period. No separate receipts shall be issued for the money payable on the submission of Application Form. However, the collection centre of the Bankers to the Issue will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant.

The Tranche 2 Bonds are classified as "Long Term Infrastructure Bonds" and are being issued in terms of Section 80CCF of the Income Tax Act and the Notification. In accordance with Section 80CCF of the Income Tax Act, the amount, not exceeding ₹ 20,000 per annum, paid or deposited as subscription to long-term infrastructure bonds during the previous year relevant to the assessment year beginning April 01, 2012 shall be deducted in computing the taxable income of a resident individual or HUF. For further details, please refer to page 48 of the Prospectus - Tranche 2.

PAYMENT DETAILS (See General Instruction no. 27)

Total Amount Payable (₹ in figures)	Total Amount Payable (₹ in words)	Cheque / Demand Draft No. _____ Dated _____ / 2012
		Drawn on Bank _____ Branch _____

● Please Note : Cheque / DD should be drawn in favour of "L&T Infra Bonds 2012A" by all applicants. Cheques should be crossed "A/c Payee only". ● Please write the sole/first Applicant's name, phone no. and Application no. on the reverse of Cheque/DD.
● Demographic details for purpose of refunds, if any, shall be taken from (i) Bank details as mentioned above for applicants who select the option to hold the Tranche 2 Bonds in Physical Form; or (ii) the records of the Depositories otherwise.

PERMANENT ACCOUNT NUMBER (Furnishing of Subscriber's PAN is mandatory. For additional details, refer Instruction no. 23)	SOLE/FIRST APPLICANT	SECOND APPLICANT	THIRD APPLICANT
SIGNATURE(S)			

The Issue shall remain open for subscription during banking hours for the period indicated above, except that the Issue may close on such earlier date or extended date as may be decided by the Board/ Committee of Directors, as the case maybe, subject to necessary approvals. In the event of an early closure or extension of the Issue, the Company shall ensure that notice of the same is provided to the prospective investors through newspaper advertisements on or before such earlier or extended date of Issue closure.

TEAR HERE

ACKNOWLEDGEMENT SLIP



L&T INFRASTRUCTURE FINANCE COMPANY LIMITED

Registered Office: Mount Poonamallee Road, Manapakkam, Chennai - 600 089; Tel: +91 44 6688 1166; Fax: +91 44 6688 1010; Corporate Office: 3B, Laxmi Towers, C-25, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051; Tel: +91 22 4060 5444; Fax: +91 22 4060 5353; Website: www.ltinfra.com; Compliance Officer and Contact Person: Mr. Shekhar Prabhudesai, Company Secretary; E-mail: infrabonds2012A@ltinfra.com

Date dd / mm / 2012

Application No. **55450183**

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Received From _____

Series	Face Value (A)	No. of Tranche 2 Bonds applied for (B)	Amount Payable (₹) (A x B)	Cheque/Demand Draft No.	Dated	2012	Bank's Stamp & Date
1	₹ 1,000						
2	₹ 1,000						
Grand Total (1+2)							

This slip is an acknowledgement of an application made for "Long Term Infrastructure Bonds" being issued by L&T Infrastructure Finance Company Limited in terms of section 80CCF of the Income Tax Act, 1961 and the Notification No. 50/2011.F.No.17843/2011-So. (ITA-1) dated September 9, 2011 issued by the Central Board of Direct Taxes. ● Allotment of the Tranche 2 Bonds shall be made within 30 days of the Issue Closing Date. ● Credit to dematerialised accounts will be made within two Working Days from the date of Allotment. ● Dispatch of physical certificates shall be within 15 Working Days from the date of Allotment. Acknowledgement is subject to realization of Cheque / Demand Draft.

All future communication in connection with this application should be addressed to the Registrar to the Issue Sharepro Services (India) Private Limited, 13 A B, Samhita Warehousing Complex, 2nd floor, Sakinaka Telephone Exchange Lane, Andheri - Kuria Road, Sakinaka, Andheri (E), Mumbai - 400 072. Tel: +91 22 6191 5400/351/352; Fax: +91 22 6191 5444. Email: sharepro@shareproservices.com, investor.grievance@shareproservices.com. Website: www.shareproservices.com. Contact Person: Mr. Prakash Khare, Compliance Officer; Mr. Kumaresan V, SEBI Registration No: INF00001476 quoting full name of Sole/First Applicant, Application No., Series of Tranche 2 Bonds applied for, Number of Tranche 2 Bonds applied for under each Series, Date, Bank and Branch where the application was submitted and Cheque/Demand Draft Number and Issuing bank.

While submitting the Application Form, the Applicant should ensure that the date stamp being put on the Application Form by the Bank matches with the date stamp on the Acknowledgement Slip.

L&T INFRASTRUCTURE FINANCE COMPANY LIMITED : APPLICATION FORMS AVAILABLE AT FOLLOWING LOCATIONS

LEAD MANAGERS TO THE ISSUE

ICICI SECURITIES LIMITED

AGRA : ICICI Securities Ltd.Mr. SUSHANT BEJROI,13A, 1St Floor,Sadar Bazar, AGRA - 282002. **AHMEDABAD :** ICICI Securities Ltd.Mr. KRUNAL NANAVATI,Shop no 6, Sun complex,C.G. Road, AHMEDABAD - 380009;ICICI Securities Ltd.Mr. ABHISHEK SHARMA,First Floor Shop No 119, Akshar Commercial Complex Nr.Shrivrajani Cross Road,Satellite Road,AHMEDABAD - 380015;ICICI Securities Ltd.Mr. RAVI SETHIA,Ground Floor, Shop No 4 & 5, Shipi Corner, Subhash Chowk,Gurukul Road, Memnagar,AHMEDABAD - 380052;ICICI Securities Ltd.Mr. HETAL PATEL,First Floor, Shop No. 106/107, KrishnaBaug Char Rasta,Keshavnagar Complex Mainnagar,AHMEDABAD - 380008;ICICI Securities Ltd.Mr. AALAP SHAH,Ground Floor Shop No 38/40, 41,42,Sarjan 2, 100 Feet Road,Sarjan 2,New C/G Road,Chandkheda,AHMEDABAD - 382424;ICICI Securities Ltd.Mr. AKHILESH TIWARI,Sardar Centre, Grd Floor,Shop No. 31 to 35,Near Vastrapur Lake,Vastrapur,AHMEDABAD - 380015;ICICI Securities Ltd.Mr. VRUNDA SHASTRI,Shop No. 12,3,4,Suvas Complex, 1St Floor, Above ICICI Bank,Opp. Rajasthan Hospital,Shahtabau,AHMEDABAD - 380044. **AJMER :** ICICI Securities Ltd.Mr. ALOK MUKERJEE,1St Floor, 17517, Kutchery Road,AJMER - 305001. **AMRITSAR :** ICICI Securities Ltd.Mr. SAURAV GUPTA,3, Lawrence Road,AMRITSAR - 143002. **AURANGABAD :** ICICI Securities Ltd.Mr. BHAVESH BHANUSHALLI,Gr. Floor, Ghai Chambers,Jaina Road, AURANGABAD - 431001. **BANGALORE :** ICICI Securities Ltd.Mr. NAVEEN GOWDA,731-1, Krishna Infinity Road,BANGALORE - 560001;ICICI Securities Ltd.Mr. RAVIKANTA K,First Fr. CNW & Yashoda Complex,No.87, HBCC Layout, Near West Of Chord Road Shankamath Circle, Opp Chord Hospital, Basveswar Nagar, BANGALORE - 560079;ICICI Securities Ltd.Mr. SRINIVASAN GOPALAKRISHNAN,First Floor, No. 91, Cambridge Road, First Cross,BANGALORE - 560008;ICICI Securities Ltd.Mr. VIPIN TRIVEDI,First Floor, No.778A,Chinnaswamy Chambers, Opp CMH Road,Indira Nagar,BANGALORE - 560008;ICICI Securities Ltd.Mr. SHASHIKANTH RAO,Srinaga Complex, No. 77, First Floor,Dr. Modi Road,2nd Stage West of Chord Road, BANGALORE - 560086;ICICI Securities Ltd.Mr. PIYALI ROYCHOWDHURY,First Floor No.50 Little Plaza,Cunningham Road, BANGALORE - 560052;ICICI Securities Ltd.Mr. PRAKASH SRIVASTAVA,First Floor, 135/5, 15th Cross,100 P Ring Road,3Rd Phase, J P Nagar,BANGALORE - 560078;ICICI Securities Ltd.Mr. MALLIKARJUN KUBSAD,First Floor, No.81B,22nd Cross,Jaya Nagar, 3Rd Bldg,BANGALORE - 560041;ICICI Securities Ltd.Mr. KULDEEP KALYANKUMAR,399 White Gold,1St Floor,24Th Cross, Bhanashankar 1St Stage,BANGALORE - 560070;ICICI Securities Ltd.Mr. AMITABH KUMAR,Second Floor, No.40-402, HBBR Layout KamanaHalli II Block,BANGALORE - 560043;ICICI Securities Ltd.Mr. SATYAJEET SHARMA,First Floor No. 209, New BEL Road,BANGALORE - 560054;ICICI Securities Ltd.Mr. SUKESH KS,105, A.E.C.S. Layout, 2Nd Stage 5Th Main Post Officer's,Shan Nagar Main Road,BANGALORE - 560094;ICICI Securities Ltd.Mr. MANISH KUMAR,G/1, Ghandi Bazar, First Floor,Basavanagudi,Main Road, Gandhi Bazar, BANGALORE - 560004;ICICI Securities Ltd.Mr. NARENDRA KUMAR,2, 100F1 Ring Road, Katriguppa Circle,Bhanashankari III Stage,BANGALORE - 560085;ICICI Securities Ltd.Mr. DHANANJAY KUMAR,No 721-B, Kanakapura,Main Road, Jarganahalli,BANGALORE - 560078;ICICI Securities Ltd.Mr. MANISH KUMAR SINGH,290/1, 11Th Cross,Wilson Garden,BANGALORE - 560027;ICICI Securities Ltd.Mr. No.20, 1St Main,Gandhinagar,BANGALORE - 560009;ICICI Securities Ltd.Mr. A. 46, 100 Feet Road,First Floor, Koramangala, 6Th Block,BANGALORE - 560095;ICICI Securities Ltd.Mr. ,147, First Floor, Anjaneya Complex,Hal Airport Road, Near Petrol Pump, BANGALORE - 560017; **BHOPAL :** ICICI Securities Ltd.Mr. VINIT KARMALEKAR,2, Mahya Nagar,Opp. Old Vidhan Sabha, BHOPAL - 462001. **BHUBANESHWAR :** ICICI Securities Ltd.Mr. Ground Floor,Plot No-39,Janpath,Unit-3,Kharbelnagar,BHUBANESHWAR - 751001. **BHUJ :** ICICI Securities Ltd.Mr. RAJU CHAKRAVARTY,Jubilee Circle,Opp. All India Radio, Bhuj, Kutch,BHUJ - 370001. **BIKANER :** ICICI Securities Ltd.Mr. SANDEEP JAIN,Gr. Floor, 44, Panchshati Circle,Sadulganj, BIKANER - 334001. **CHANDIGARH :** ICICI Securities Ltd.Mr. RAJIV GOYAL,SCO-181/182, 1st floor, Next to British Library, Sector 9C,CHANDIGARH - 160017. **CHENNAI :** ICICI Securities Ltd.Mr. AMIT TYAGI,So.62,Sec. -47C,CHANDIGARH - 160047. **CHENNAI :** ICICI Securities Ltd.Mr. SHANMUGAM S,Shop No. 10 & 11 Arinai Vaikunt, No.123,Birk Kin Road, Purasawalkam, CHENNAI - 600007;ICICI Securities Ltd.Mr. Ashok Siranga, No.1,9Th Street,Nanganallur,CHENNAI - 600061;ICICI Securities Ltd.Mr. KUMARESH J,Ground Floor, Plot No. 1072 Mumunay Sālai, Next to Pondichery Guest House,West K K Nagar,CHENNAI - 600078;ICICI Securities Ltd.Mr. SUNEESH EM,405, Tiruvalluvar Salai,Mogappair,Paneer Nagar,CHENNAI - 600037;ICICI Securities Ltd.Mr. First Floor T-1, Yesseri Supermarket Building,Ammanagar,CHENNAI - 600040;ICICI Securities Ltd.Mr. STENNY SEBASTIAN,Flat No.4, 7027, North Madra Street, Mylapore,CHENNAI - 600004;ICICI Securities Ltd.Mr. PRIYADHARSINI G,475, Kilpauk Garden Road,Kilpauk,CHENNAI - 600010;ICICI Securities Ltd.Mr. PVM Complex, Plot No 1 & 2,VGP Vimala Nagar, Velachery Main Road,Chennai, CHENNAI - 600100;ICICI Securities Ltd.Mr. ,1,3Rd Cross Street, Kasturbar Nagar, Adyar,CHENNAI - 600020;ICICI Securities Ltd.Mr. SARAVANAN B,Ground Floor, No.17,Arunachalam Road, Saligramam,CHENNAI - 600093;ICICI Securities Ltd.Mr. PANCHAPAKESAN S,Shop No. 2,Century Plaza,560-562,Annsalai, Teyampet,CHENNAI - 600018;ICICI Securities Ltd.Mr. SYED IBRAHIM,NO. 228, Thambu Chetty Street, Parnys,CHENNAI - 600001. **COCHIN :** ICICI Securities Ltd.Mr. VIPIN NAIR,1St Floor, Prabhus Towers, Mg Road, North End,ICICI Securities Ltd.Mr. SREEJITH MS,442102-C, Deshambhaini Junction, Kaloorki,ICICI Securities Ltd.Mr. First floor,Adonai Towers, S A Road, **COIMBATORE :** ICICI Securities Ltd.Mr. SARAVANAN K, 444, X-Cut Road,Gandhipuram,Coimbatore,COIMBATORE - 641012. **CUTTACK :** ICICI Securities Ltd.Mr. RANJAN ROUT,1St Floor, Plot No. 37 & 38, Dolamundai,Post Office - Telenga Bazar,CUTTACK - 753009. **DEHRADUN :** ICICI Securities Ltd.Mr. RAJAN RAWAT,81A, Rajpur Road,Ultam Place, Dehradun, **DEHRADUN :** **GURGAON :** ICICI Securities Ltd.Mr. ,So.4, Sector 14, **GURGAON - 120001;ICICI Securities Ltd.Mr. VIKAS SINGH-A-4,5, DLF Shopping Mall,Anjar Marg,DLF City-GURGAON - 122002. GUWAHATI :** ICICI Securities Ltd.Mr. UTTAM KUMARSHAHU,3rd & 4th Floor, D.R.Braj Mohan Building,Opp. Abc Bus Stand,M/3,G.S.Road, GUWAHATI - 781005. **HYDERABAD :** ICICI Securities Ltd.Mr. D. No.19-64, 1St Floor, Prasanna Heights Brundavan Colony,Opp. A S Rao Nagar,Hyderabad-HYDERABAD - 500022;ICICI Securities Ltd.Mr. VENKATAKRISHNA CH,1St Floor,Shop No.1,283,Sreeram Rama Towers,Chaitanyapur, Disulkinagar,HYDERABAD - 500061;ICICI Securities Ltd.Mr. VASUDEO NARAM,D.No.2-1130/25A,Chintala Green Main Road, Prashant Nagar,New Nallakunta,Hyderabad-HYDERABAD - 500044;ICICI Securities Ltd.Mr. SURESHKANNAR,G-34,Ganpati Paradise, Central Strip, Vidhyadhar Nagar,JAIPUR - 302023. **JAINNAGAR :** ICICI Securities Ltd.Mr. SATISH BHALARAJ,3RD Floor, Cross Road,Opp. D.K.V. College, Bed B-G-8, JAINNAGAR - 361008. **JODHPUR :** ICICI Securities Ltd.Mr. PUJA RAY,Gul-i-Indi Bhanvan, 1st Floor, Plot No. 9/A/B, 1st & 1Th, Ratanada, N. Punjab National Bank, Ratanada Road, **JODHPUR - 342001. KANPUR :** ICICI Securities Ltd.Mr. SATYAJIT NAG,11/43, 80 FI Road, Ashok Nagar, **KANPUR - 208001. KOLKATA :** ICICI Securities Ltd.Mr. ARINDAM SAHA,30-6, Chowringhe Mansion, J. Nehru Road, Park Street, **KOLKATA - 700016;ICICI Securities Ltd.Mr. DEEP KUMAR,11/2A, Third floor, Rash Behari Avenue,KOLKATA - 700029;ICICI Securities Ltd.Mr. AMULLYA BISWAS,Victoria Plaza,365, Garia Main Road,KOLKATA - 700084;ICICI Securities Ltd.Mr. NITISH SHRIVASTAVA,339, Canal Street, Lake Town, **KOLKATA - 700048;ICICI Securities Ltd.Mr. MADHURI GUPTA,95, Dum Dum Road, **KOLKATA - 700074;ICICI Securities Ltd. DEBPROY BOSE,P.S. Sijan Tech Park, Dn,52, Salt Lake City, Sector 7, **KOLKATA - 700091;ICICI Securities Ltd.Mr. 46 C, Jawaharlal Nehru Road, 15A, Everest House,KOLKATA - 700071. KOTTAYAM :** ICICI Securities Ltd.Mr. NIRMAL JOHN,2nd floor, Ashinwad Towers, No.3,Block 54, Shastri Road, **KOTTAYAM - 686001. LUCKNOW :** ICICI Securities Ltd.Mr. DEBMALYA MUKHERJEE,Ground Floor, Landmark Arcade,Badshah Nagar Crossing,Faizabad Road, **LUCKNOW - 226006;ICICI Securities Ltd.Mr. BINIT AGARWAL,Raj Palace, A/15, Sector H, Purania Chauraha,Aliganj,LUCKNOW - 226024;ICICI Securities Ltd.Mr. IRFAN KHAN,S/268, E Block Market,Anwshi Complex,Rajapuram,LUCKNOW - 226017;ICICI Securities Ltd.Mr. NITESH TIWARI,First And Second Floor, Speed Building, 3, Shahtajaj Road,LUCKNOW - 226001. **LUDHIANA :** ICICI Securities Ltd.Mr. GURPREET MANGAT,Shyri Complex,Near Cycle Market, Gill Road, **LUDHIANA - 141001. MADURAI :** ICICI Securities Ltd.Mr. ,1St Floor, No. 466, 467 A R, Complex,K.K. Nagar, Madurai 625020 Tamilnadu, **MADURAI - 625020;MEERUT :** ICICI Securities Ltd.Mr. VINEET CHOUDHARY,P P Plaza, Plot No. 17771, Mangal Pandey Nagar,MEERUT - 250005. **MUMBAI :** ICICI Securities Ltd. Gr. Floor, H T Parekh Marg, Back Bay Reclamation,Churchgate, **MUMBAI - 400020;ICICI Securities Ltd. SHREE SWAMN KNOWLEDGE PARK, GR.FLOOR, PLOT NO. D-507, T.T.C INDUSTRIAL AREA, M.L.D.C, TURBHE, NEAR JUNAGAR RAILWAY STATION, 400705;ICICI Securities Ltd.Mr. MEHUL SHAH,Shop No. 11, Megh Apartment, Junction of factory lanes & 1st rd, **MUMBAI - 400092;ICICI Securities Ltd. Jaya Apartments, R B Mehta Road,Near Patel Chowk, Ghatkopar (E),MUMBAI - 400075;ICICI Securities Ltd. SANKALP KUMAR,Shop No. 9,10, Merline Corner, Near Son Circle,SION (E),MUMBAI - 400022;ICICI Securities Ltd.Mr. ANSHULKA PRECHANDANI,Shop No. 1 & 2, Dilkhush Bungalow,J. P. Road, Andher West, **MUMBAI - 400058;ICICI Securities Ltd.Mr. Nilesh Aras,56,57, Saraf Choudhan Nagar Co. Opp. Ss.Thakur Complex,Kandivali East,MUMBAI - 400101;ICICI Securities Ltd.Mr. UMESH GUPTA,Shop No. 26, 27 & 51, Gr.G.Floor, Ashoka Shopping Centre,LT Marg, GT Hospital Complex,Marine Lines, **MUMBAI - 400002;ICICI Securities Ltd.Mr. 1A&2, Balaji Arcade,S.V Road Kandivli (W),MUMBAI - 400067;ICICI Securities Ltd.Mr. BHAVIN GANDHI,Ground Floor,Jayshree Plaza,L.B.S. Marg, Bhandup (W),MUMBAI - 400078;ICICI Securities Ltd.Mr. Gr. Floor,Shop No.7,8,9, Anand Vastika,Siddharth Nagar, Nr City Centre, S.V Road, Goregaon (W),MUMBAI - 400092;ICICI Securities Ltd.Mr. Gr. Floor, Devraj Mall, Krishna Kunj Hsg Soc., Harishankar Joshi Road, Opp. Madhuram Hall, Dahisar (E), **MUMBAI - 400068;ICICI Securities Ltd. R. SHASTRI,1St Floor Sai Kiran,Central Avenue, 11Th Road Junction,Chembur, **MUMBAI - 400047;ICICI Securities Ltd.Mr. ARVIND TIWARI,Radhika Nui, Azadnagar, Vile Parle West,MUMBAI - 400056;ICICI Securities Ltd.Mr. DHARMEENDEV SAHAN,Gr. Floor, Vardhaman Apt., 40, Hanuman Road,Vile Parle (E),MUMBAI - 400057;ICICI Securities Ltd.Mr. PAVAN BALI,Gr. Floor, Shop No.2, Grace Chamber, Amrit Nagar, Chakola, Andheri (E), **MUMBAI - 400093;ICICI Securities Ltd.Mr. 227, Gr. Floor, G-2A,Nairman Bhavan,Nairman Point,MUMBAI - 400021;ICICI Securities Ltd.Mr. RAJESH SINGH,Shop No.1,2,3,4, Shagan Mall,Dindoshi, Gokul Dehra, Goregaon (E), **MUMBAI - 400063;ICICI Securities Ltd. Fr. Floor, H T Parekh Marg, Back Bay Reclamation, Churchgate, **MUMBAI - 400020;ICICI Securities Ltd. AJAY SINGH,1st Floor,Chakra Cine,Matl Chakra Cine,Matl Chakra, **MUMBAI - 400020;ICICI Securities Ltd. KSHITIJ SHARMA,Shop No.4,5,6,7,Roy Moya Co-Op Hsg Soc., Sector 6, Airoli,NAVI MUMBAI - 400708;ICICI Securities Ltd.Mr. ANUP KUMAR,Shop No.6,7 & 8, Ground Fr,Vaishnavi Tower, Sector-44,Nerul (W), **NAVI MUMBAI - 400706;ICICI Securities Ltd.Mr. VIKAS SHARMA,Apsara Building,Shop No.4, Sector - 17,Vashi, **NAVI MUMBAI - 400702;ICICI Securities Ltd.Mr. ARVIND JHA,Gr. Floor,Tuls Pooja Shopping Center,New Panvel (E), **NAVI MUMBAI - 410206;ICICI Securities Ltd. SANJAY RAMKA,Shop No. 1, Bhorli Tower,Sec - 4, Plot No.28, Kharghar, **NAVI MUMBAI - 410210;ICICI Securities Ltd.Mr. Ground Floor, Plot No.3,Emerald Plaza, Hiranandani Meadows,Glady Alvares Marg, Oil Pohnkan Road, No.2,Thane (W),THANE - 400610;ICICI Securities Ltd.Mr. Olympia Bldg, Poomam Sagar, Mira Road (East),THANE - 401107;ICICI Securities Ltd. MOUSSAR VALSANGAR,1St Floor, Office No. 2, Gaurang Chambers, Opp. Damani Estate, L.B.S. Marg, **THANE - 406062;ICICI Securities Ltd.Mr. Ground Floor, Galleria, Talao Palli,THANE - 406062. **MYSORE :** ICICI Securities Ltd.Mr. ANIL MNM, No. 863A, Panabvali Circle, Kalidasa Road,Jayalakashipuram, **MYSORE - 570012. **NAGPUR :** ICICI Securities Ltd. AMIT GOVDEWAR,Ganesh Heights Kumbhar, Ring Road, Kambla,NAGPUR - 440015;ICICI Securities Ltd.Mr. RAVINDRA AKHARE,First Floor,Shop No. 138 To 140,Shree Ram Krishna Towers,NAGPUR - 440011. **NASHIK :** ICICI Securities Ltd.Mr. SHALUNAK BODKE,Shop No. 67, 68, Vasanti Market,Candola Corner, **NASHIK - 422002;ICICI Securities Ltd. VIKH SALUN,Ground Floor, Plot No. 7, Mahindra Memorial Centre,Near Babu Bungalow, Rathchakra Chowk,Vadala-Pathardi Road, Indira Nagar, **NASHIK - 422009. **NEW DELHI :** ICICI Securities Ltd. -GR. FLOOR,PREMISES NO F-328, SHYAM NAGAR, NEAR VIJAY CHOWK MAIN MARKET,NEW DELHI - 110051;ICICI Securities Ltd.Mr. KHAGENDRA PANAT,Ground Floor, UG-05,Upper Gr. Floor,Vikas Surya Plaza, 7 Community Centre, Road No. 44, Pitam Pura, Raj Bahg, **NEW DELHI - 110034;ICICI Securities Ltd.Mr. Ground Floor, Plot No. 24, 25, LSC, Mayur Vihar-II,NEW DELHI - 110096;ICICI Securities Ltd.Mr. JAYDEV MANDAL,Ground Floor & Mezzanine, AB-11,Community Centre, Sardarjag Enclave,NEW DELHI - 110029;ICICI Securities Ltd.Mr. Ground Floor & Mezzanine, 29, Community Centre, Naraina Industrial Estate, Phase - I,NEW DELHI - 110028;ICICI Securities Ltd.Mr. Building No.4, 1St Floor, 41, **NEW DELHI - 110064;ICICI Securities Ltd. BASANT Lok, Vasant Vihar,NEW DELHI - 110057;ICICI Securities Ltd.Mr. PUJA KUMARI,1st Floor, Shop No. 39, Pushpa Market, Lalpat Nagar,11,NEW DELHI - 110024;ICICI Securities Ltd.Mr. RAVIKUMAR SHARMA,Ground Floor Plot no-8A,Block No E,Hauz Khas,NEW DELHI - 110016;ICICI Securities Ltd.Mr. MOHAMMAD AMIR,Ground Floor & First Floor, Plot No.17, Community Centre,Mayapuri,NEW DELHI - 110064;ICICI Securities Ltd.Mr. RAHUL SHARMA,Ground Floor 4435-36, PLOT 47 Annsari Road, Next to Corporation Bank ATM, Darayanganj,NEW DELHI - 110002;ICICI Securities Ltd.Mr. RAVISH SINGH,Gr. Floor, 1St Floor, Plot No-10, LSC Rajghani Enclave, Vikas Marg, RAJDHAN ENCLAVE, NEAR KARKARDOMA,NEW DELHI - 110092;ICICI Securities Ltd.Mr. PREETI SINGH,Ground Floor, Rohini Sector-9, Near Kadambri CGHS Ltd,NEW DELHI - 110085;ICICI Securities Ltd.Mr. RAHUL AGGARWAL,Ground Floor & Upper, 22, Central Market, Ashok Vihar,NEW DELHI - 110052;ICICI Securities Ltd.Mr. VISHAL NARANG,Unit F-7.8,9,10,11,12,13,14,14Mk Block,Indira Park 2 Pocket-V. Sec 12, Dwarika,NEW DELHI - 110075;ICICI Securities Ltd.Mr. DEEPAK THAKUR,Gr. Floor, 30/5,Nangra Park Circle, Shakti Nagar,NEW DELHI - 110007;ICICI Securities Ltd.Mr. ARINDAM BISWAS,Ground Floor, 3C/4, New Rohtak Road,NEW DELHI - 110005;ICICI Securities Ltd.Mr. MAYANK PANDEY,First Floor (Left Side), DDA Shopping Complex, Akankanda,NEW DELHI - 110019;ICICI Securities Ltd.Mr. ASEM KAPOOR,Plot No. 13, Community Centre, New Friends Colony,NEW DELHI - 110065;ICICI Securities Ltd.Mr. SAMIT KAPOOR,179 - 182, DDA Office Complex, Rajendra Bhawan, Rajendra Plaza,NEW DELHI - 110008;ICICI Securities Ltd.Mr. SARIKA ABROL,Shop No. 45 & 46, Tikar Nagar,NEW DELHI - 110018;ICICI Securities Ltd.Mr. 11/4,115,1St Floor,Arunachal Bldg, 19, Barakhamba Road,Cornuaga Place,NEW DELHI - 110001;ICICI Securities Ltd.Mr. JITENDER ARYA,J21, 1St Floor, Rajpur Garden,NEW DELHI - 110027. **ICICI Securities Ltd. KUMAR SHIVENDRA B/134-35,Central Market, Sector-50,ICICI Securities Ltd. SARFARAZ AHMED,16, 15, 14, & 12-A, Ground Floor,Mx Tower, **PATNA :** ICICI Securities Ltd. ANUP SRIVASTVA,ICICI Bank Premises,Sumitra Sadan, Boring Road Crossing, **PATNA - 800001. **PONDICHERY :** ICICI Securities Ltd.Mr. PRABHU PONNUSAMY,Gr. Floor, Avn Plaza, 100, V. Road, Gayatri Nagar, Muddalapp, **PONDICHERRY - 605004. **PUNE :** ICICI Securities Ltd. ABHINAV KUMAR,Ground Floor, Abhimanshree Apartments-2 Condominium, Bhuneswarshree Society, Aundh,PUNE - 411007;ICICI Securities Ltd. JIANKI VYAS,Ground Floor, Sheetal Plaza, CTS No. 1125,Final Plot No.499, Model Colony, Shivajinagar,Bhamburda,PUNE - 411016;ICICI Securities Ltd. VIJAY AHARAD,RAMA S No 68/2A, CTS No. 1048, Plot No.49, Chhatrapati Rajaram Co-Op Hou Soc., Jeddhanagar, **Bhamburda,PUNE - 411037;ICICI Securities Ltd.Mr. RAJ R. Office No.3, Taddies Apartment, Opp. Gera Junction, Kondhawa,PUNE - 411048;ICICI Securities Ltd.Mr. Gr. Floor & Mezzanine,Krishnakunj, S No 211, Hissa No. 2E, Plot No. 17, Kalyaninagar, Yerwada,PUNE - 411006;ICICI Securities Ltd.Mr. SEEMA KUMARI,Gr. Floor & Basement, Miram, Plot No. 16, Beside Hotel Kamal, Dahanukar Colony Circle, Kothrud,PUNE - 411029;ICICI Securities Ltd.Mr. RAHUL RATHI,Gr. Floor, 86A Survey, No.3 Wing,16/84-1, M.G. Road, Opp. Kohinor Restaurant, Camp,PUNE - 411001;ICICI Securities Ltd.Mr. Ground Floor, Premshagar Wing, Near PCMC Auditorium, Chinchwad,PUNE - 411033;ICICI Securities Ltd.Mr. RUCHI SINGH,Shop No. 1, 1 & 2 Gr. Floor, Sneh Bldg, Cts No 14/04, Near Jantani Cross, Pimpri,PUNE - 411017;ICICI Securities Ltd. AASHISH AGARWAL,Ground Floor, Near Vishal Megamall, KPTC B-390, S No.16, Hissa No.1/1, CTS No.912,Manawadi, **Fatimganar,PUNE - 411040. **RAIPUR :** ICICI Securities Ltd.Mr. Manu Bhiswark Park, F-03, Ge Road, **RAIPUR - 482001. **RAJKOT :** ICICI Securities Ltd.Mr. RUCHI SINGH,Shop No. 1, RUCHI SINGH SALYA,1st Floor, Shanikantika Complex,150, First Floor, Opposite KVV Hall,RAJKOT - 360007. **RANCHI :** ICICI Securities Ltd.Mr. SATYA SAURABH,First Floor, Ranchi Club Complex, Main Road,RANCHI - 834001. **SALEM :** ICICI Securities Ltd.Mr. KARUPPAIAN C,1st Floor, 27/01, Bharathi Street, Swamignar,SALEM - 636004. **SURAT :** ICICI Securities Ltd.Mr. 1St Floor, Vishal Chambers, Nr. Athwagcha Charrastra,Besides Sardar Bridge,SURAT - 395001;ICICI Securities Ltd.Mr. BHAVAN PATIL,NO. 11, 12, Sarthi Complex, Hira Baug, Warachha,SURAT - 395006;ICICI Securities Ltd.Mr. KULDEEP SINGH,Shop No.35,36 & 37,2Nd Floor, Shreeji Arcade Complex, Anand Mahal Road,Adnan Road,SURAT - 395009. **TRICHY :** ICICI Securities Ltd.Mr. SADIQ BASHA,Gr. Floor, No.81,Cholamalai Main Road, Thilai Nagar, Near Trichy - 620017. **TRIVANDRUM :** ICICI Securities Ltd.Mr. ARYA VIJAYAN,2 Nd Floor,Kamala Towers, Vazhuffocad,TRIVANDRUM - 695014. **UDAIPUR :** ICICI Securities Ltd.Mr. ANKIT BHATTANAGAR,S.I. SC, Madhuvan, Above Kotak Mahindra Bank,UDAIPUR - 313001. **VADODARA :** ICICI Securities Ltd.Mr. TUSHAR DAVE,Ground Floor, Gardenview Chambers,Opp Kala Ghoda Circle, Sayajiganj,VADODARA - 390005;ICICI Securities Ltd.Mr. HARSHIL DESAI,Amrapat Complex, 1St Floor, Shop No. 142, 143, 144, 145, 146, Water Tank Road, Karela,baug,VADODARA - 390018;ICICI Securities Ltd.Mr. BHUMSH PATEL,Rulikashi Complex, Gr. Floor, Shop No.7,8,9 Tulshiharn Char nasta, Marzapur,VADODARA - 390011;ICICI Securities Ltd.Mr. HITESH PARMAR,1St Floor, Guloshli H, 96 Sampatra Colony,R.C.Dutta Road, Alkapuri,VADODARA - 390007. **VAPI :** ICICI Securities Ltd. AMRIT CHOUDHARY,Ground Floor, City Surver No. 1913, Rozy Empire, Opp Govt Yatin Nivas, **VAPI - 396191. **VARANASI :** ICICI Securities Ltd.Mr. SAPNA TULASHI,21/2A, 1St Floor, Kamachha Rathayara Road, **VARANASI - 221001. **VIJAYAWADA :** ICICI Securities Ltd.Mr. 29-6-31, 1St Floor, Sai Srinivasa Shopping Complex, Nakkal Road, Suryanagar, **VIJAYAWADA - 520001.******************************************************************

JM FINANCIAL CONSULTANTS PRIVATE LIMITED LOCATIONS WOULD BE SAME FOR JM FINANCIAL SERVICES PRIVATE LIMITED

AHMEDABAD : Mr Bhavesh Shah/Mr.Girish Shah, JM Financial Services, 9/10 Chinnubhai Centre,Gr Fr. Nehru, Bhrudh Corner,Ashram Road, Fr.Nehru,27-2657 6666 - 70. **BANGALORE :** Mr Yeriswamy Reddy,JM Financial Services,97/4 Residency Rd, Ph-080-30912400/2299 8264/6566/6766. **B.M. :** Kala Selvan, JM Financial Services, Gee Gee Cross - 5th Floor,91-92, Dr.Radhakrishnan Salai,Mylapore, Ph:044-4225 5666. **HYDERABAD :** Mr Ganapathi Murthy/Chandrasekhara,JM Financial Services, 9-10 Uma Chambers,3rd Floor, Banjara Hills, Ph:040-39875900/6636 0009/10/12/46. Mr. Mallesh/Mr. Pravin Chary, JM Financial, 3rd Floor, Siva Residency, 305 Jade Arcade, G.M. Road, Secundrabad 500 003.Tel : (040) 3982 5200. **INDORE :** Mr. Manish Upadhyay,JM Financial Services, UG-7 & 8, Ground Floor, D M Tower, 21/1, Race Course Road, Ph:0731-307211/4262111. **JAIPUR :** Mr. Naveet Sharma/JM Financial Services, G-7 & G-8,Brij Anukampa,Plot No.K-13, Ashoka Marg C-Scheme, Ph:0141-3984400. **KOLKATA :** Mr. Bhaskar Chattopadhyay, JM Financial Services, Kankaria Estate, 6Th Fr.6th Flr,11th Russell Street, Ph: 033-3987 0330. **MUMBAI :** Mr Ashit Vora, JM Financial Services, 1st Floor, Patel House, Next to Park of Boroda,M D Road, Vileparle (East), Ph:022-2613 5202/03/6770440-41. **M.S. :** Mr.Ridhi Trivedi/JM Financial Services, Palm Court, M-Wing, 4th Floor, Goregaon Link Road, Vileparle (East), Ph:022-30877000/6716700-100. **WALCHAND :** JM Financial Services, Ground Floor, Anushta, New Link Rd,Anandh Plaza, Ph:022- 6619160/ 612. Mr R Mukundani/Ms Amrin Irani, JM Financial Services,2,3,4 Kamarwala Chambers,P M Road, Fort,Ph:022-3021 3500/2266 5577 - 80. Ms Jyotsna Solanki/Mr C V George,JM Financial Services,Shop No.6, Dattani Trade Center,Chandra Varikar Road, Borivali (West), Ph:022- 3021 5400/6695 9120 - 23. Ms Charulata Mehta/Mr. Tliak Saril, JM Financial Services, 424/425 Kaidias Plaza, V B Lane,Ghatkopar (East),Ph:022-3097 8700/6170 4738. **NEW DELHI :** Mr Prasad Nair/Mr C S Tiwari, JM Financial Services, 114 Himaya House,23 K G Marg, Ph:011-4130 5000/3092 5500. **PUNE :** Mr Anand Shirke/Mr Sanjay Yelwande, JM Financial Services,205 Business Guild, Opp. Krishna Dting Hall,Law College Road, Erandawane, Ph:020-3987 1600/16033730. **RAJKOT :** Mr. Sona Verghese, JM Financial Services,202 Solitaire, 2nd Floor, Swami Vivekananda Marg, Near Municipal Commissioner Bungalow, Ramkrishna Nagar,Ph:0281-3994000/3994101. **SURAT :** Mr. Dipen Shah/Mr. Nishant Trivedi, JM Financial, 402, 4th Floor, 21 Century Business Centre, Near Udina Char Rasta, Ring Road, Ph:0261-3994000. **VADODARA :** Mr. Ghanashyam Vyas, JM Financial Services, G/5 Ground Floor, Shohan, 49 Karpuri Society, Opp. HDFC Babk, Alkapuri, Ph:0265-3984 311. **VISHAKHAPATNAM :** Mr D V Vijayakumar, JM Financial Services,Door No 9-1-224/43, 1st Floor, Nandan Nimman,CBM Compound, Near Rama Talkies Junction, Ph:0891-3983800.

AKRUP INVESTOR SERVICES LIMITED LOCATIONS WOULD BE SAME FOR KARVY STOCK BROKING LIMITED

Agra : F4, 1st Floor, Deepak Wasan Plaza Sanjay Place, (Behind Holiday Inn), Agra 282002; 562 2562660 / 63, Shop No 11, Nanak Towers, Opp.Telegraph Office, Belanganj, Agra 282004; 562 3237707. **Ahmedabad :** 7 - 8, 2nd Floor, 3rd Eye Building, Pandhavi Circle, C.G.Road, Ahmedabad 380006, 079-26407543,44,66627901; 27. Suman Tower, 1st Floor, Near Hotel Havelly, Sector.No.11, Gandhinagar, 382011, 079-23241066,66736021/22, 208 H J House, Near Ramnagar Police Station, Opp. Loco Petrol Pump, Ramnagar, Marri Nagar, 380008, 79-40334481,82, 83, 201, Millennium Plaza, 2nd Floor, Opp Swaminarayan Temple, Near Mansi Tower, Vastrapur, 380015, 79-66627936,37,38,40; **Ajmer :** 1-11, 1st Floor, Ajmer Towers, Kutchery Road, Ajmer, 305001, 145-2628055 / 2628065 / 5120725; **Allahabad :** 2nd Floor, Rsa Tower, Beside Holic Bank, 57, Sardar Patel Marg, Civil Lines, Allahabad, 211001, 532-2260291-92-93 (Ext'n 34); 138/13, Nai Bazar (Above Yash Automobiles Hero Honda Agency), Opp. Nsic (Udyog Nagar), Near T11, Shop No.11, 22966050 / 26966054; **Aligarh :** 1-11, 1st Floor, Kumaar Plaza, Ramghar Road, Vashipur, Aligarh, 202001, 571 2509106 & 8er. **Amritsar :** 101, 1st Floor, Saurabh Tower, Opp. Uti, Road No.2, Near Bhagat Singh Circle, Hawa, 301001, 144 32911200/3291300/3291400; **Amravati :** Shop No. 13 & 27, First Floor, Gulshan Plaza, Raj Abote, Badnara Road, Amravathi, 444605, 721 2565617/2573972/2573973; **Ambla :** 5509, Nicholson Road, Adajcent Kos Hospital Ambala Cantonment, Ambala, 133001, 171 3200223 / 2640668 / 2640669; **Sf 15 Vikas Vihar, Ambala City, Abala, 134003, 171 2551757 / 2551758; **Amritsar :** 72-A Taylor's Road, Opp.Aga Hafeez Gandhi Ground, Amritsar, 143001, 183 5053802/3/4/5; **Anand :** F-6, Chitrangana Complex, Opp. Motiloka Chawl - V B Nagar, Anand, 386001, 2632 249890/249873; **Ankleshwar :** Shop No.F-4,5, 1st Floor, Near Namada Arcade, Opp. Hdfc Bank,Old National Highway, Jidh, Ankleshwar 393001, 2846 227348 / 227349; **Asansol :** 18 G T Road, 3rd Floor, Asansol 713301, 31-24124623, 2214624, 2144625; **Aurangabad :** Shop No.214/215, Tapadiya City Circle, Naina Bazar,Aurangabad, 431001, 241 2936330,965066551; 2. **Bangalore :** 201/21, 2nd Floor, Suraj Plaza, 8/F Main Road, 3rd Block, Jayanagar, Bangalore, 560011, 80 26554328/29/30/31; Opp. 27b Bank,Old National Highway, Jidh, Ankleshwar 393001, 2846 227348 / 227349; **Asansol :** 18 G T Road, 3rd Floor, Asansol 713301, 31-2512, Tlc Complex, Vanilvas Road, Opp. National College, Basavanagudi, Bangalore, 560004, 80 26606126; **Skanda :** No.59, Putana Road, Basavanagudi, Bangalore, 560004, 80 26621192; 93,24, Ganesh Kura, 3rd Block, Kaidasa Marg, 1st Main Road, Gandhi Nagar, 560009, 80 22305761, 22305762; **No.746, 1st Floor, Krishna Temple Road, Indira Nagar, 560008, 80 25264344 / 2930 / 3249, A.B. 1st Floor, Kfb Colony, Opp.Moirland, 80 Feet College, Koramangala, 560095, 80 25527301; **No.337, G/3, Karuna Complex, Sampige Road, Opp. New Vegetable Market, Malleshwara, 560003, 80 23314678 / 23314680; **No.171/41/4-1, 1st Floor, Ksh Chambers,21st Main Road, Behind Maruti Mandi, Vijayanagar, Bangalore, 560040, 80 23119028 / 9040 / 9040, 2019/1A, 1st Floor, 3rd B Cross, B. Sector, Yelahanka New Town, Bangalore, 560064, 80 2852672/229 3291311/10, 32nd, 165 & 166, Marjanatha Chambers, Shankarnagar Main Road, Bangalore, 560096, 80 23473352, 23471375; **No.628, 8th Main, 3rd Stage, 3rd Block, Basaveswara, Bangalore, 560073, 80 30982058 / 2094 / 22392305 / 2026; **Bareilly :** 1st Floor, 165, Civil Lines, Opp. Hotel Bareilly Plaza, Near Railway Station, Bareilly, 243001, 581 2574238 To 39 / 2300414 / 2420145; **Bhagalpur :** 2nd Floor, Chandrakot Complex, Near Ghantocher, Radha Panti Sinha Road, Bhagalpur 812001, 641 2302768; **Bhadrachalam :** Fr.27/48, Aditya Complex, Opp.Kasth Fuwara, Bhanuch, 392002, 2642 225207, 225208,209**********

GENERAL INSTRUCTIONS

Applicants are advised to read the Shelf Prospectus dated November 18, 2011 and The Prospectus - Tranche 2 dated January 3, 2012 (together, the "Prospectus") filed with Registrar of Companies and the general instructions contained in this application form carefully and to satisfy themselves of the disclosures including the risk factors before making an application for subscription. Unless otherwise specified, all the terms used in this Application Form have the same meaning as in the Prospectus - Tranche 2. For a copy of the Prospectus, the applicant may request us and/or the Lead Managers. Further, investors are advised to retain the copy of the Prospectus/Abridged Prospectus for future reference. Please fill in the Form in English using BLOCK letters. Investors should carefully choose the Series of Tranche 2 Bonds they wish to apply for. Please refer to Terms of the Issue in the Prospectus for details.

TERMS OF THE ISSUE :

1. Authority for the Issue : The Board of Directors, at their meeting held on August 5, 2011, have approved the issue, in one or more tranches, of secured, redeemable, non-convertible debentures having benefits under Section 80CCF of the Income Tax Act of face value of ₹ 1,000 each, for an amount aggregating up to ₹ 11,000 million for the FY 2012 (the "Shelf Limit"). In terms of the Notification, the aggregate volume of issuance of Long Term Infrastructure Bonds (having benefits under Section 80CCF of the Income Tax Act) by the Company during the FY 2012 shall not exceed 25% of the incremental infrastructure investment made by the Company during the FY 2011. For the purpose of calculating the incremental infrastructure investment, the gross infrastructure investments made by the Company during the FY 2011 was considered, which were ₹ 44,522.43 million and therefore, the limit for the issue is ₹ 11,000 million.

2. Issue, Status of the Tranche 2 Bonds : The public issue of Tranche 2 Bonds of the Company for an amount upto ₹ 3,000 million with an option to retain oversubscription upto Shelf Limit (including the amount received against the allotment of the Tranche 1 Bonds), to be issued at par. **2.2.** The Tranche 2 Bonds are constituted, and issued pursuant to a Debenture Trust Deed. The Bondholders are entitled to the benefit of the Debenture Trust Deed and are bound by and are deemed to have notice of all the provisions of the Debenture Trust Deed. The Company is issuing the Tranche 2 Bonds in accordance with and pursuant to the Notification and the Tranche 2 Bonds issued by the Company can be classified as 'Long Term Infrastructure Bonds' for the purposes of Section 80 CCF of the Income Tax Act. **2.3.** The Tranche 2 Bonds are issued in the form of secured, redeemable, non convertible debentures. The Tranche 2 Bonds constitute direct and secured obligations of the Company and shall rank *pari passu* inter se and without any preference or priority among themselves. Subject to any obligations preferred by mandatory provisions of the law prevailing from time to time, the Tranche 2 Bonds shall also, as regards the principal amount of the Tranche 2 Bonds, interest and all other monies in respect of the Tranche 2 Bonds, rank *pari passu* with all other present and future secured debentures of the Company. The claims of the Bondholders shall be *pari passu* to the claims of the secured creditors of the Company (subject to any obligations preferred due to mandatory provisions of the applicable law prevailing from time to time).

3. Form, Face Value, Title and Listing etc. : 3.1. Form : 3.1.1 In terms of Regulation 4(2)(b) of the Debt Regulations, the Company will make public issue of the Tranche 2 Bonds in dematerialised form. However, in terms of Section 8 (1) of the Depositories Act, the Company, at the request of the Investors who wish to hold the Tranche 2 Bonds in physical form, will fulfil such request. The Company has made depository arrangements with National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL"), and together with NSDL, the "Depositories" for issue of the Tranche 2 Bonds in a dematerialized form pursuant to the tripartite agreement between: (i), the Company, NSDL and the Registrar dated October 3, 2007; and (ii), the Company, CDSL and the Registrar dated May 6, 2008 (together the "Tripartite Agreements"). The Company shall take necessary steps to credit the Depository Participant account of the Bondholders with the number of Tranche 2 Bonds allotted. The Bondholders holding the Tranche 2 Bonds in dematerialized form shall deal with the Bonds in accordance with the provisions of the Depositories Act, 1996 and/or rules as notified by the Depositories from time to time.

3.1.2. The Bondholders may re-materialize the Tranche 2 Bonds at any time after allotment, in accordance with the provisions of the Depositories Act, 1996 and/or rules as notified by the Depositories from time to time. **3.1.3** In case an investor wished to hold the Tranche 2 Bonds in physical form, the Company will issue one certificate to the Bondholder for the aggregate amount of the Tranche 2 Bonds that are held by such Bondholder (each such certificate a "Consolidated Bond Certificate"). In respect of the Consolidated Bond Certificate(s), the Company will, upon receipt of a request from the Bondholder within 30 days of such request, split such Consolidated Bond Certificate into smaller denominations in accordance with the Articles of Association, subject to a minimum denomination of one Tranche 2 Bond. No fees will be charged for splitting any Consolidated Bond Certificate but, stamp duty, if payable, will be paid by the Bondholder. The request to split a Consolidated Bond Certificate shall be accompanied by the original Consolidated Bond Certificate which will, upon issuance of the split Consolidated Bond Certificates, be cancelled by the Company. **3.2 Face Value :** The face value of each Tranche 2 Bond is ₹ 1,000. **3.3 Title : 3.3.1** In case of: (i) Tranche 2 Bonds held in the dematerialised form, the person for the time being appearing in the register of beneficial owners maintained by the Depository; and (ii) the Tranche 2 Bonds held in physical form, the person for the time being appearing in the Register of Bondholders (as defined below) as Bondholder, shall be treated for all purposes by the Company, the Debenture Trustee, the Depositories and all other persons dealing with such person as the holder thereof and its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, theft or loss of the Consolidated Bond Certificate issued in respect of the Tranche 2 Bonds and no person will be liable for so treating the Bondholder. **3.3.2.** No transfer of title of a Tranche 2 Bond will be valid unless and until entered on the Register of Bondholders or the register of beneficial owners maintained by the Depository prior to the Record Date. In the absence of transfer being registered, interest, Buyback Amount and/or Maturity Amount, as the case may be, will be paid to the person, whose name appears first in the Register of Bondholders or the register of beneficial owners maintained by the Depositories, as the case may be. In such cases, claims, if any, by the purchasers of the Tranche 2 Bonds will need to be settled with the seller of the Tranche 2 Bonds and not with the Company or the Registrar. The provisions relating to transfer and transmission and other related matters in respect of the Company's shares contained in the Articles of Association of the Company and the Companies Act shall apply, *mutatis mutandis* (to the extent applicable) to the Tranche 2 Bond(s) as well. **3.4 Listing :** The Tranche 2 Bonds will be listed on BSE. **3.5. Market Lot : 3.5.1** Irrespective of whether the Tranche 2 Bonds are held in dematerialised or physical form, the trading of the Tranche 2 Bonds on the Stock Exchange shall be in dematerialised form only in multiples of one (1) Tranche 2 Bond ("Market Lot"). **3.5.2** For details of allotment refer to chapter entitled "Issue Procedure" under the section titled "Issue Related Information" beginning on page 52 of the Prospectus - Tranche 2. **3.6. Procedure for Re-materialisation of the Tranche 2 Bonds :** Bondholders who wish to hold the Tranche 2 Bonds in physical form may do so by submitting his or her request to his or her Depository Participant in accordance with the applicable procedure stipulated by the Depository Participant. **3.7 Procedure for Dematerialization of the Tranche 2 Bonds :** Bondholders who are holding the Tranche 2 Bonds in physical form and wish to hold the Tranche 2 Bonds in dematerialized form may do so by submitting his or her request to his or her Depository Participant in accordance with the applicable procedure stipulated by the Depository Participant.

4. Transfer of the Tranche 2 Bonds, Issue of Consolidated Bond Certificates, etc. : For details, regarding Lock-in Period, Transfer of Tranche 2 Bonds, Issue of Consolidated Bonds Certificate etc., please refer page 55 of the Prospectus - Tranche 2.

5. Debenture Redemption Reserve ("DRR") : Regulation 16 of the Debt Regulations and Section 117C of the Companies Act requires any company that intends to issue debentures to create a DRR to which adequate amounts shall be credited out of the profits of the company till the redemption of the debentures. However, the Ministry of Company Affairs (the "MCA") has, through its circular dated April 18, 2002, specified that NBFCs which are registered with the RBI under Section 45-IA of the RBI Act, 1934 shall create DRR to the extent of 50 percent of the value of the debentures issued through public issue. Accordingly, the Company shall create DRR of 50 per cent of the value of Tranche 2 Bonds issued and allotted in terms of the Prospectus - Tranche 2, for the redemption of the Tranche 2 Bonds. The Company shall credit adequate amounts to DRR from its profits every year until the Tranche 2 Bonds are redeemed. The amounts credited to the DRR shall not be utilized by the Company for any purpose other than for the redemption of the Tranche 2 Bonds.

6. Deemed Date of Allotment : The Deemed Date of Allotment for the Tranche 2 Bonds shall be the date as may be determined by the Board of the Company/ Committee of Directors and notified to the Stock Exchanges. All benefits under the Tranche 2 Bonds including payment of interest will accrue to the Bondholders from the Deemed Date of Allotment. The actual allotment may occur on a date other than the Deemed Date of Allotment.

7. Application amount and Tax Savings : For details, please refer page 57 of the Prospectus - Tranche 2.

8. Subscription : 8.1 Period of Subscription : The Issue shall remain open for:

ISSUE OPENS ON : January 10, 2012 **ISSUE CLOSES ON :** February 11, 2012

The Issue shall remain open for subscription during banking hours for the period indicated above, except that the Issue may close on such earlier date or extended date as may be decided by the Board/ Committee of Directors subject to necessary approvals. In the event of an early closure or extension of the Issue, the Company shall ensure that notice of the same is provided to the prospective investors through newspaper advertisements on or before to such earlier date or extended date of Issue closure. **8.2. Underwriting :** This Issue is not underwritten. **8.3. Minimum Subscription :** In terms of the Debt Regulations, an issuer undertaking a public issue of debt securities may disclose the minimum amount of subscription that it proposes to raise through the issue in the offer document. In the event that an issuer does not receive the minimum subscription disclosed in the offer, an application monies received in the public issue are to be refunded. The Company has decided to set no minimum subscription for the Issue.

9. Utilization of the proceeds : The proceeds of the Issue shall be utilized towards infrastructure lending as defined by the RBI in the regulations issued by it from time to time. For details, please refer page 57

of the Prospectus - Tranche 2.

10. Interest : 10.1. Annual Payment of Interest : 10.1.1 For Series 1 Tranche 2 Bonds, interest at the rate of 8.70% per annum will be paid annually commencing from the Deemed Date of Allotment, subject to buyback of the Tranche 2 Bonds as specified in the section "Buy Back of the Tranche 2 Bonds" below. **10.2. Cumulative Payment of Interest : 10.2.1** For Series 2 Tranche 2 Bonds, interest shall be compounded annually at the rate of 8.70% per annum commencing from the Deemed Date of Allotment and shall be payable on the Maturity Date, subject to buyback of the Tranche 2 Bonds as specified in the section "Buy Back of the Tranche 2 Bonds" below. **10.3. Day Count Convention :** Interest shall be computed on a 365 days-a-year basis on the principal outstanding on the Tranche 2 Bonds. However, where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis, on the principal outstanding on the Tranche 2 Bonds. **10.4. Interest on Application and Refund Money :** The Company shall not pay any interest on the application monies collected pursuant to the Issue pending allotment of the Tranche 2 Bonds. The Company shall not pay any interest on refund of application monies on the amount not allotted.

11. Redemption : 11.1 Unless previously redeemed or bought back as provided under the Debenture Trust Deed, the Company shall redeem the Tranche 2 Bonds on the Maturity Date. **11.2 Procedure for Redemption by Bondholders :** The procedure for redemption is set out below. **11.2.1 Tranche 2 Bonds held in electronic form :** No action is required on the part of Bondholders at the time of maturity of the Tranche 2 Bonds. **11.2.2 Tranche 2 Bonds held in physical form :** No action will ordinarily be required on the part of the Bondholder at the time of redemption and the Maturity Amount will be paid to those Bondholders whose names appear in the Register of Bondholders maintained by the Company on the Record Date fixed for the purpose of redemption. However, the Company may require that the Consolidated Bond Certificate(s), duly discharged by the sole holder or all the joint-holders (signed on the reverse of the Consolidated Bond Certificate(s)) to be surrendered for redemption on Maturity Date and shall be sent by the Bondholders by registered post with acknowledgment due or by hand delivery to the Registrar or the Company or to such persons at such addresses as may be notified by the Company from time to time. Bondholders may be requested to surrender the Consolidated Bond Certificate(s) in the manner as stated above, not more than three months and not less than one month prior to the Maturity Date so as to facilitate timely payment. See the section titled "Payment on Redemption or Buyback" on page 61 of the Prospectus - Tranche 2. **11.3 Buyback of the Tranche 2 Bonds :** The Buyback facilities shall be available to the Bondholders in accordance with the provisions of this section. In this regard, Bondholders will have the option to avail of either a 5 year Buyback Facility (as defined below) or a 7 year Buyback Facility (as defined below), as the case may be. **5 year Buyback :** The buyback of the Bonds from their respective Bondholders shall be effected by the Company on the 5 Year Buyback Date, subject to the terms set forth herein (the "5 Year Buyback Facility"). The Company or the Registrar will dispatch the notice for buyback to the eligible Bondholders (i.e. Series 1 or Series 2 Bondholders) at least 3 Working Days prior to the start of the 5 Year Buyback Intimation Period. To avail of the 5 Year Buyback Facility, a Series 1 or a Series 2 Bondholder will be required to fill up the form attached to such notice, including the number of Tranche 2 Bonds being submitted for the Buyback and the Series, and dispatch the same to the Company or the Registrar to participate in the 5 Year Buyback Facility. Such notice must be sent to the Company or the Registrar on or prior to the last Working Day of the 5 Year Buyback Intimation Period. *Tranche 2 Bonds held in dematerialised form :* The Company or the Registrar, upon receipt of the notice from the Bondholders, would undertake appropriate corporate action to effect the buyback. *Tranche 2 Bonds held in physical form :* No action would ordinarily be required on part of the Bondholder on the Buyback Date and the Buyback Amount would be paid to those Bondholders whose names appear first in the Register of Bondholders. However, the Company may require the Bondholder to duly surrender the Consolidated Bond Certificate to the Company/Registrar for the Buyback. Upon payment of the Buyback Amounts, the Tranche 2 Bonds shall be deemed to have been repaid to the Bondholders of the Series 1 Bonds and Series 2 Bonds and all other rights of the Bondholders shall terminate and no interest shall accrue on such Tranche 2 Bonds. Subject to the provisions of the Companies Act, where the Company has bought back any Tranche 2 Bond(s) under the 5 Year Buyback Facility, the Company shall have and shall be deemed always to have had the right to keep such Tranche 2 Bonds alive without extinguishment for the purpose of resale and in exercising such right, the Company shall have and be deemed always to have had the power to resell such Tranche 2 Bonds by reselling the same Tranche 2 Bonds. **7 year Buyback :** The buyback of the Tranche 2 Bonds (such Tranche 2 Bonds that have not been bought back by way of the 5 Year Buyback Facility) from their respective Bondholders shall be effected by the Company on the 7 Year Buyback Date, subject to the terms set forth herein (the "7 Year Buyback Facility"). The Company or the Registrar will dispatch the notice for buyback to the eligible Bondholders (i.e. Series 1 or Series 2 Bondholders) as of a record date fixed by the Company, which date shall be at least 7 Working Days prior to the start of the 7 Year Buyback Intimation Period (at least 3 Working Days prior to the start of the 7 Year Buyback Intimation Period). To avail of the 7 Year Buyback Facility, a Series 1 or a Series 2 Bondholder will be required to fill up the form attached to such notice including the number of Tranche 2 Bonds being submitted for the Buyback and the Series and dispatch the same to the Company or the Registrar to participate in the 7 Year Buyback Facility. Such notice must be sent to the Company or the Registrar on or prior to the last Working Day of the 7 Year Buyback Intimation Period. *Tranche 2 Bonds held in dematerialised form :* The Company or the Registrar, upon receipt of the notice from the Bondholders, would undertake appropriate corporate action to effect the buyback. *Tranche 2 Bonds held in physical form :* No action would ordinarily be required on part of the Bondholder on the Buyback Date and the Buyback Amount would be paid to those Bondholders whose names appear first in the Register of Bondholders. However, the Company may require the Bondholder to duly surrender the Consolidated Bond Certificate to the Company/Registrar for the Buyback. Upon payment of the Buyback Amounts, the Tranche 2 Bonds shall be deemed to have been repaid to the Bondholders of the Series 1 Bonds and Series 2 Bonds and all other rights of the Bondholders shall terminate and no interest shall accrue on such Tranche 2 Bonds. Subject to the provisions of the Companies Act, where the Company has bought back any Tranche 2 Bond(s) under the 7 Year Buyback Facility, the Company shall have and shall be deemed always to have had the right to keep such Tranche 2 Bonds alive without extinguishment for the purpose of resale and in exercising such right, the Company shall have and be deemed always to have had the power to resell such Tranche 2 Bonds by reselling the same Tranche 2 Bonds.

12. Payments : 12.1 Payment of Interest : Payment of interest on the Tranche 2 Bonds will be made to those Bondholders, whose name appears first in the Register of Bondholders maintained by the Depositories and/or the Company and/or the Registrar, as the case may be, as on the Record Date. Whilst the Company will use the electronic mode of payments for making payments, where facilities for electronic mode of payments are not available to the Bondholder or where the information provided by the Applicant is insufficient or incomplete, the Company proposes to use other modes of payment to make payments to the Bondholders, including the dispatch of cheques through courier, hand delivery or registered post to the address provided by the Bondholder and appearing in the Register of Bondholders maintained by the Depository and/or the Company and/or the Registrar to the Issue, as the case may be, as on the Record Date. **12.2 Record Date :** The record date for the payment of interest or the Buyback Amount or the Maturity Amount shall be 15 days prior to the date on which such amount is due and payable ("Record Date") or such other date as may be notified by the Company. **12.3 Effect of holidays on payments :** If the date of payment of interest or principal or any date specified does not fall on a Working Day, then the next Working Day will be considered as the effective date. Interest and principal or other amounts, if any, will be paid on the next Working Day. Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force. In case the Maturity Date or the date of Buyback falls on a holiday, the payment will be made on the next Working Day, without any interest for the period overdue. **12.4. Payment on Redemption or Buyback :** The manner of payment on Maturity or Buyback is set out below: **12.4.1. Tranche 2 Bonds held in electronic form :** On the Maturity Date or the Buyback Date as the case may be, the Maturity Amount or the Buyback Amount as the case may be will be paid in a manner as detailed in "Terms of the Issue - Manner and Modes of Payment" on page 61 of the Prospectus - Tranche 2. These names will be as per the Depositories' records on the Record Date fixed for this purpose. The cheque for Maturity Amount or the Buyback Amount as the case may be will be dispatched by courier or hand delivery or registered post to the address provided in the Application Form or to the address as notified by the Bondholders or to the address as per the Depositories' record on the Record Date. No action is required on part of the Bondholders. **12.4.2 Tranche 2 Bonds held in physical form :** On the Maturity Date or the Buyback Date as the case may be, the Maturity Amount or the Buyback Amount as the case may be will be paid in a manner as detailed in "Terms of the Issue - Modes of Payment" on page 61 of the Prospectus - Tranche 2. However, if the Company so requires, payments on maturity may be made on surrender of the Consolidated Bond Certificate(s). Dispatch of cheques or pay orders in respect of payments with respect to redemptions will be made on the Maturity Date or Buyback Date or if the Consolidated Bond Certificate is requested by the Company in this regard, then within a period of 30 days from the date of receipt of the duly discharged Consolidated Bond Certificate. **12.5** The Company's liability to the Bondholders including for payment or otherwise shall stand extinguished from the Maturity Date or upon dispatch of the Maturity Amounts to the Bondholders. Further, the Company will not be liable to pay any interest, income or compensation of any kind from the Maturity Date.

13. Manner and Modes of Payment : 13.1 Manner of Payment : All payments to be made by the Company to the Bondholders shall be made in any of the following manners: **13.1.1 For Bonds applied or held in electronic form :** The bank details will be obtained from the Depositories for payments. Investors who have applied or who are holding the Tranche 2 Bonds in electronic form are advised to immediately update their bank account details as appearing on the record of Depository Participant. Please note that failure to do so could result in delays in credit of the payments to investors at their sole risk and neither the Lead Managers nor the Company shall have any responsibility and undertake any liability for such delays on part of the investors. **13.1.2 For Tranche 2 Bonds held in physical form :** The bank details will be obtained from the Registrar for effecting payments. **13.2 Modes of Payment :** All payments to be made by the Company to the Bondholders shall be made through any of the following modes: **Cheques or Demand**

drafts, National Electronic Clearing System ("NECS"), Direct Credit, NEFT, RTGS. For details, please refer page 62 of the Prospectus - Tranche 2.

14. Taxation : 14.1 The Applicants are advised to consider the tax implications of their respective investment in the Tranche 2 Bonds. For details, please refer page 63 of the Prospectus - Tranche 2.

15. Events of Defaults : 15.1 The Debenture Trustee at its discretion may, and if so requested in writing by the Bondholders of not less than 75 percent in principal amount of the Tranche 2 Bonds then outstanding or if so directed by a Special Resolution shall, give notice to the Company specifying that the Bonds and/or any particular Series of Bonds, in whole but not in part are and have become due and repayable for the early redemption amount on such date as may be specified in such notice *inter alia* if any of the events (each an "event of default") specified therein occurs. For details, please refer page 64 of the Prospectus - Tranche 2.

16. Bondholder's Rights, Nomination Etc. : 16.1 Bondholder Not a Shareholder : The Bondholders will not be entitled to any of the rights and privileges available to the equity and preference shareholders of the Company. For details, please refer page 65 of the Prospectus - Tranche 2.

17. Debenture Trustees : 17.1 The Company has appointed Bank of Maharashtra to act as the Debenture Trustee for the Bondholders. The Company intends to enter into a Debenture Trust Deed with the Debenture Trustee, the terms of which will govern the appointment and functioning of the Debenture Trustee and shall specify the powers, authorities and obligations of the Debenture Trustee. Under the terms of the Debenture Trust Deed, the Company will covenant with the Debenture Trustee that it will pay the Bondholders the principal amount on the Tranche 2 Bonds on the relevant Maturity Date and also that it will pay the interest due on Tranche 2 Bonds on the rate specified under the Debenture Trust Deed. **17.2** The Bondholders shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of their agents or authorised officials to do all such acts, deeds, matters and things in respect of or relating to the Tranche 2 Bonds as the Debenture Trustee may in their absolute discretion deem necessary or require to be done in the interest of the Bondholders. Any payment made by the Company to the Debenture Trustee on behalf of the Bondholders shall discharge the Company *pro tanto* to the Bondholders. All the rights and remedies of the Bondholders shall vest in and shall be exercised by the Debenture Trustee without reference to the Bondholders. No Bondholder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, failed to do so. **17.3** The Debenture Trustee will protect the interest of the Bondholders in the event of default by the Company in regard to timely payment of interest and repayment of principal and they will take necessary action at the Company's cost.

18. Miscellaneous : For details, please refer page 68 of the Prospectus - Tranche 2.

19. Jurisdiction : The Tranche 2 Bonds, the Debenture Trust Deed, the Tripartite Agreements with the Depositories and other relevant documents shall be governed by and construed in accordance with the laws of India. The Company has in the Debenture Trust Deed agreed, for the exclusive benefit of the Debenture Trustee and the Bondholders, that the courts of Mumbai and Chennai (as the case may be) are to have jurisdiction to settle any disputes which may arise out of or in connection with the Debenture Trust cum Hypothecation Deed or the Tranche 2 Bonds and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Debenture Trust Deed and the Tranche 2 Bonds may be brought in the courts of Mumbai or Chennai, as the case may be.

ISSUE PROCEDURE : This section applies to all Applicants. Please note that all Applicants are required to make payment of the full Application Amount along with the Application Form. The Shelf Prospectus and Prospectus - Tranche 2 and the Application Forms together with the abridged prospectus may be obtained from our Corporate Office or from the Lead Managers. In addition, Application Forms would also be made available to BSE where listing of the Tranche 2 Bonds is sought, and to brokers, being members of BSE, upon their request.

20. Application Form : Applicants are required to submit their applications through the Bankers to the Issue. Such Applicants shall only use the specified Application Form bearing the stamp of the Banker to the Issue or the Lead Managers for the purpose of making an application in terms of the Shelf Prospectus and the Prospectus - Tranche 2. While submitting the Application Form the investors should ensure that the date stamp on their counter foil matches with the date stamp on the part of the Application Form being retained by the Banker to the Issue.

21. WHO CAN APPLY : The following categories of persons are eligible to apply in the Issue: ● Indian nationals resident in India who are not minors in single or joint names (not more than three); and ● Hindu Undivided Families or HUFs, in the individual name of the Karta. The Applicant should specify that the application is being made in the name of the HUF in the Application Form as follows: "Name of Sole or First Applicant: XYZ Hindu Undivided Family applying through XYZ, where XYZ is the name of the Karta". Applications by HUFs would be considered at par with those from individuals. **Please note that non-resident investors including NRIs, FIs and OCBs are not eligible to participate in the Issue.**

22. Application Size : Applications are required to be for a minimum of 5 Tranche 2 Bonds and multiples of 1 Tranche 2 Bond thereafter. For the purpose of fulfilling the requirement of minimum subscription of 5 Tranche 2 Bonds, an Applicant may choose to apply for 5 Tranche 2 Bonds of the same series or 5 Tranche 2 Bonds across different series.

23. INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM : Applications must be: (a). Made only in the prescribed Application Form. (b). Completed in block letters in English as per the instructions contained herein, and in the Application Form, and are liable to be rejected if not so completed. Applicants should note that the Bankers to the Issue will not be liable for errors in data entry due to incomplete or illegible Application Forms. (c). In single name or in joint names (not more than three, and in the same order as their Depository Participant details). (d). Applications are required to be for a minimum of 5 Tranche 2 Bonds and in multiples of 1 Tranche 2 Bond thereafter. For the purpose of fulfilling the requirement of minimum subscription of 5 Tranche 2 Bonds, an Applicant may choose to apply for 5 Tranche 2 Bonds of the same series or 5 Tranche 2 Bonds across different series. The applications without the minimum specified lot shall be rejected by the Company. (e). Thumb impressions and signatures other than in English/ Hindi/ Marathi or any of the other languages specified in the Eighth Schedule to the Constitution of India must be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his official seal. (f). No receipt would be issued by our Company for the Application money. However, the Bankers to the Issue, on receiving the Applications will acknowledge receipt by stamping and returning the acknowledgment slip to the Applicant. While submitting the Application Form the Applicant should ensure that the date stamp on their counter foil matches with the date stamp on the part of the Application Form being retained by the Banker to the Issue. (g). All Application Forms duly completed together with cheque/demand draft for the amount payable on application must be delivered before the closing of the Issue to any of the Bankers to the Issue or collection centre(s)/ agent(s) as may be specified before the closure of the Issue. (h). Every Applicant should hold valid Permanent Account Number (PAN) and mention the same in the Application Form. IN CASE THE DP ID, CLIENT ID AND PAN MENTIONED IN THE APPLICATION FORM DO NOT MATCH WITH THE DP ID, CLIENT ID AND PAN AVAILABLE IN THE RECORDS WITH THE DEPOSITORIES, THE APPLICATION FORM IS LIABLE TO BE REJECTED. IN THE EVENT AN APPLICANT OPTS TO HOLD THE TRANCHE 2 BONDS IN PHYSICAL FORM KYC DOCUMENTS ARE MANDATORILY REQUIRED TO BE SUBMITTED. SUCH APPLICANTS NEED NOT PROVIDE ANY DETAILS OF THEIR DEMAT ACCOUNT. HOWEVER, IF SUCH DETAILS ARE PROVIDED, THE COMPANY RESERVES THE RIGHT BUT DOES NOT HAVE THE OBLIGATION TO DO THE KYC CHECK FROM THE DEMAT ACCOUNT DETAILS. INSERTION OF DEMAT ACCOUNT DETAILS DOES NOT ALLEVIATE THE APPLICANT FROM PROVIDING THE KYC DOCUMENTS. BASED ON THE INFORMATION PROVIDED BY THE DEPOSITORIES, THE COMPANY SHALL HAVE THE RIGHT TO ACCEPT BIDS BELONGING TO AN ACCOUNT FOR THE BENEFIT OF A MINOR (UNDER GUARDIANSHIP). FOR HOLDERS OF PHYSICAL TRANCHE 2 BONDS, THE ADDRESS TO WHICH SUCH CERTIFICATES MUST BE DISPATCHED MUST BE MENTIONED. The demat accounts for Applicants for which PAN details have not been verified shall be "suspended for credit" and no allotment of Tranche 2 Bonds pursuant to the Issue shall be made into accounts of such Applicants.

GENERAL INSTRUCTIONS

24. Do's : 1. Check if you are eligible to apply. 2. Read all the instructions carefully and complete the Application Form in all respects by providing all the information including PAN and demographic details. 3. In case of applications in physical form, the Applicant should provide all the documents as specified in the section titled "Tranche 2 Bonds to be held in physical form" at page 76 of the Prospectus - Tranche 2. 4. Ensure that the details about the Depository Participant and beneficiary account are correct and the demat account is active (if demat option is preferred). The requirement for providing Depository Participant details shall be mandatory only for Applicants who wish to subscribe to the Tranche 2 Bonds in dematerialized form. Any Applicant who provides the Depository Participant details in the Application Form shall be Allotted the Tranche 2 Bonds in the dematerialized form only. Such Applicant shall not be Allotted the Tranche 2 Bonds in physical form. 5. In case of an HUF applying through its Karta, the Applicant is required to specify the name of an Applicant in the Application Form as "XYZ Hindu Undivided Family applying through PQR", where PQR is the name of the Karta. 6. Applicant's Bank Account details. 7. The Tranche 2 Bonds shall be allotted in dematerialised form or in physical form. The Registrars to the Issue will obtain the Applicant's bank account details from the Depository in case of allotment in dematerialized form or from the Application Form in case of allotment in physical form. 8. The Applicant should note that in case of allotment in dematerialized form, on the basis of the name of the Applicant, Depository Participant's (DP) name, Depository Participants identification number and beneficiary account number provided by them in the Application Form, the Registrar to the Issue will obtain from the Applicant's DP A/c, the Applicant's bank account details. Applicants are advised to ensure that bank account details are updated in their respective DP A/c and correct as these bank account details would be printed on the refund order(s), if any. The Applicants desirous of subscribing to the Tranche 2 Bonds in physical form should ensure that they have provided the correct bank account details in the Application Form, and provided a self attested copy of a cancelled cheque of the bank account to which the amounts pertaining to refunds, interest and redemption, as applicable, should be credited as these bank account details would be printed on the refund order(s), if any. Please note that failure to do so could result in delays in credit of refunds to Applicants at their sole risk and neither the Lead Managers nor the Co-Lead Managers





IN THE NATURE OF FORM 2A - ABRIDGED PROSPECTUS CONTAINING SALIENT FEATURES OF THE PROSPECTUS

nor our Company nor the Refund Bank nor the Registrar shall have any responsibility and undertake any liability for the same. 9. Applications under Power of Attorney: Unless we specifically agree in writing, and subject to such terms and conditions as we may deem fit, in the case of applications made under Power of Attorney, a certified copy of the Power of Attorney is required to be lodged separately, along with a copy of the Application Form at the office of the Registrar to the Issue simultaneously with the submission of the Application Form, indicating the name of the Applicant along with the address, application number, date of submission of the Application Form, name of the bank and branch where it was deposited, Cheque/Demand Draft Number and the bank and branch on which the Cheque/Demand Draft was drawn. 10. Permanent Account Number: All Applicants should mention their PAN allotted under the Income Tax Act in the Application Form. In case of joint applicants, the PAN of the first Applicant should be provided and for HUFs, PAN of the HUF should be provided. The PAN would be the sole identification number for participants transacting in the securities markets, irrespective of the amount of the transaction. Any Application Form without the PAN is liable to be rejected. It is to be specifically noted that Applicants should not submit the GIR Number instead of the PAN as the application is liable to be rejected on this ground. 11. Joint Applications: Applications may be made in single or joint names (not exceeding three). In the case of joint applications, all payments will be made out in favour of the first Applicant. All communications will be addressed to the first named Applicant whose name appears in the Application Form at the address mentioned therein. 12. Multiple Applications: An Applicant is required to submit only a single application to apply for Tranche 2 Bonds for multiple options. Two or more Applications in same names will be deemed to be multiple Applications if the sole/first Applicant is one and the same. Multiple applications, if any, made by the Investor either for one option or multiple options shall be considered valid, aggregated based on the PAN of the first Applicant and shall be considered for allotment as per the procedure detailed under Basis of Allotment. The Company reserves the right to reject, in its sole and absolute discretion, all or any multiple Applications in any/all categories. 13. Applicants are requested to write their names and application serial number on the reverse of the instruments by which the payments are made. 14. Tax Deduction at Source: Persons (other than companies and firms) resident in India claiming interest on bonds without deduction of tax at source are required to submit Form 15G/Form 15H at the time of submitting the Application Form, in accordance with and subject to the provisions of the Income Tax Act. Other Applicants can submit a certificate under section 197 of the Income Tax Act. For availing the exemption from deduction of tax at source from interest on Tranche 2 Bonds the Applicant is required to submit Form 15G/ 15H certificate under section 197 of the Income Tax Act/ valid proof of exemption, as the case may be along with the name of the sole/first Applicant, Bondholder number and the distinctive numbers of Tranche 2 Bonds held to us on the confirmation of Allotment. Applicants are required to submit Form 15G/ 15H certificate under section 197 of the Income Tax Act/ valid proof of exemption each financial year. 15. Category: All Applicants are requested to tick the relevant column "Category of Investor" in the Application Form. 16. Ensure that the Applicants have specified the series of the Tranche 2 Bonds that they wish to subscribe to. In case investor does not select any of the series in the Application Form, the Company shall consider the Series 2 for the purposes of the Allotment. 17. Ensure that the applications are submitted to the Bankers to the Issue or collection centre(s)/ agents as may be specified before Issue Closing Date. 18. Ensure that the name(s) given in the Application Form is exactly the same as the name(s) in which the beneficiary account is held with the Depository Participant. In case the Application Form is submitted in joint names, ensure that the beneficiary account is also held in same joint names and such names are in the same sequence in which they appear in the Application Form. 19. For holding the Tranche 2 Bonds in physical form: (i) Please select the option for holding the Tranche 2 Bonds in physical form in the Application Form; (ii) please provide full details under "Applicants Details", the bank account details in the Application Form; and (iii) provide self attested copies of the KYC Documents along with the Application Form. 20. Don'ts: 1. Do not make an application for lower than the minimum Application size. 2. Do not pay the Application Amount in cash, by money order or by postal order or by stockinvest. 3. Do not send Application Forms by post; instead submit the same to a Banker to the Issue only. 4. Do not submit the GIR number instead of the PAN as the Application Form is liable to be rejected on this ground. 5. Do not submit the Application Forms without the full Application Amount. 6. Do not provide the Depository Participant details in the Application Forms for subscription of Tranche 2 Bonds in physical form. 21. **PAYMENT INSTRUCTIONS** 22. **Escrow Mechanism**: Our Company shall open Escrow Account(s) with one or more Escrow Collection Bank(s) in whose favour the Applicants shall make out the cheque or demand draft in respect of his or her application. Cheques or demand drafts received for the Application Amount from Applicants would be deposited in the Escrow Account. The Escrow Collection Banks will act in terms of the Shelf Prospectus, the Prospectus - Tranche 2 and the Escrow Agreement. The Escrow Collection Banks, for and on behalf of the Applicants, shall maintain the monies in the Escrow Account until creation of security for the Tranche 2 Bonds. The Escrow Collection Banks shall not exercise any lien whatsoever over the monies deposited therein and shall hold the monies therein in trust for the Applicants. On the Designated Date the Escrow Collection Banks shall transfer the funds represented by Allotment of the Tranche 2 Bonds from the Escrow Account, as per the terms of the Escrow Agreement, into a Public Issue Account maintained with the Bankers to the Issue after the creation of security. The amount representing the Applications that have been rejected shall be transferred to the Refund Account. Payments of refund to the Applicants shall also be made from the Refund Account(s) as per the terms of the Escrow Agreement, the Shelf Prospectus and the Prospectus - Tranche 2. The Applicants should note that the escrow mechanism is not prescribed by SEBI or the Stock Exchanges and has been established as an arrangement between our Company, the Lead Managers, the Escrow Collection Banks and the Registrar to facilitate collection from the Applicants. 23. **Payment into Escrow Account**: Each Applicant shall draw a cheque or demand draft or remit the funds electronically through the RTGS mechanism for the Application Amount as per the following terms: a. All Applicants would be required to pay the full Application Amount at the time of the submission of the Application Form. b. The Applicants shall, with the submission of the Application Form, draw a payment instrument for the Application Amount in favour of the Escrow Account and submit the same to Bankers to the Issue. If the payment is not made favouring the Escrow Account along with the Application Form, the Application shall be rejected. c. The payment instruments for payment into the Escrow Account should be drawn in favour of "L&T Infra Bonds 2012A". d. The monies deposited in the Escrow Account will be held for the benefit of the Applicants until the Designated Date. e. On the Designated Date, the Escrow Collection Banks shall transfer the funds from the Escrow Account as per the terms of the Escrow Agreement into the Public Issue Account with the Bankers to the Issue. The Escrow Collection Bank shall also transfer all amounts payable to Applicants whose applications have been rejected by our Company to the Refund Account(s) with the Refund Bank. The Refund Bank shall refund all the amounts to the Applicants in terms of the Escrow Agreement. f. Payments should be made by cheque, or a demand draft drawn on any bank

(including a Co-operative bank) or through RTGS or NEFT, which is situated at, and is a member of or sub-member of the bankers' clearing house located at the centre where the Application Form is submitted. Outstation cheques/bank drafts drawn on banks not participating in the clearing process will not be accepted and applications accompanied by such cheques or bank drafts are liable to be rejected. g. Cash/ stockinvest/ money orders/ postal orders will not be accepted. 24. **Submission of Application Forms**: All Application Forms duly completed and accompanied by account payee cheques or drafts shall be submitted to the Bankers to the Issue during the Issue period. No separate receipts shall be issued for the money payable on the submission of Application Form. However, the collection centre of the Bankers to the Issue will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the acknowledgement slip. This acknowledgement slip will serve as the duplicate of the Application Form for the records of the Applicant. 25. **KYC Documents**: Self-attested copies of the following documents are required to be submitted by the Applicants as KYC Documents: 1. Proof of identification for individuals: Any of the following documents are accepted as proof for individuals: ● Passport ● Voter's ID ● Driving Licence ● Government ID Card ● Defence ID Card ● Photo PAN Card ● Photo Ration Card. 2. Proof of residential address: Any of the following documents are accepted as proof of residential address: ● Passport ● Voter's ID ● Driving Licence ● Ration Card ● Society Outgoing Bill ● Life Insurance Policy ● Electricity Bill ● Telephone (Land/Mobile) Bill ● Bank Account Statement ● Letter from Employer 3. Copy of the PAN card 26. **Online Applications**: Our Company may decide to offer an online application facility for the Tranche 2 Bonds, as and when permitted by applicable laws, subject to the terms and conditions prescribed. 27. **Tranche 2 Bonds in dematerialised form with NSDL or CDSL**: (i) The following two tripartite agreements have been signed amongst our Company, the respective Depositories and the Registrar: ● Tripartite Agreement dated October 3, 2007 between us, the Registrar and NSDL for offering depository option to the Bondholders. ● Tripartite Agreement dated May 6, 2008 between us, the Registrar and CDSL for offering depository option to the Bondholders. (ii) An Applicant applying for the Tranche 2 Bonds in dematerialised form must have at least one beneficiary account with either of the Depository Participants of either NSDL or CDSL prior to making the application. (iii) The Applicant must necessarily fill in the details (including the Beneficiary Account Number and Depository Participant's identification number) appearing in the Application Form. (iv) Allotment to an Applicant will be credited in electronic form directly to the beneficiary account (with the Depository Participant) of the Applicant. (v) Names in the Application Form should be identical to those appearing in the account details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details in the Depository. (vi) If incomplete or incorrect details are given under the heading 'Applicants Depository Account Details' in the Application Form, it is liable to be rejected. (vii) The Applicant is responsible for the correctness of his or her demographic details given in the Application Form vis-à-vis those with his or her Depository Participant. (viii) Tranche 2 Bonds in electronic form can be traded only on the stock exchanges having electronic connectivity with NSDL and CDSL, BSE, where the Tranche 2 Bonds are proposed to be listed has electronic connectivity with CDSL and NSDL. (ix) The trading of the Tranche 2 Bonds on the Stock Exchange shall be in dematerialised form only. **Allottees will have the option to re-materialise the Tranche 2 Bonds so Allotted as per the provisions of the Companies Act and the Depositories Act.** 28. **Tranche 2 Bonds to be held in physical form**: The Company shall dispatch physical certificates of Tranche 2 Bonds to Applicants who select the option for holding the Tranche 2 Bonds in physical form in the Application Form. For holding the Tranche 2 Bonds in physical form: (i) Please select the option for holding the Tranche 2 Bonds in physical form in the Application Form; (ii) provide self attested copies of the KYC Documents along with the Application Form and (iii) please provide full details under "Applicants Details", the bank account details in the Application Form and Self-attested copy of a cancelled cheque of the bank account to which the amounts pertaining to payment of refunds, interest and redemption, as applicable, should be credited. In case the Applicant fails to provide such cancelled cheque with the Application Form the bank account details of such Applicant would be taken from the Application Form for the purposes of the refunds. The Applicant shall be responsible for providing the above information accurately. Delays or failure in credit of the payments due to inaccurate details shall be at the sole risk of the Applicants and neither the Lead Managers nor the Co-Lead Managers nor the Company shall have any responsibility and undertake any liability for the same. The Applications of the Applicants who wish to subscribe for the Tranche 2 Bonds in physical form which are not accompanied with the abovementioned documents may be rejected at the sole discretion of the Company. In case of Tranche 2 Bonds that are issued in physical form, the Company will issue one certificate to the Bondholder for the aggregate amount of the Tranche 2 Bonds that are allotted (each such certificate a "Consolidated Bond Certificate"). The Company shall dispatch the Consolidated Bond Certificate to the address of the Applicant provided in the Application Form within 15 Working Days from the Deemed Date of Allotment. In case of joint holders, the names should be in the proper sequence i.e. the Application Form should clearly state the first holder and the joint holder. If incomplete or incorrect details are given under the heading 'Applicants Details' in the Application Form, it is liable to be rejected. The trading of the Tranche 2 Bonds on the Stock Exchange shall be in dematerialised form only and Bondholders holding the Tranche 2 Bonds in physical form will be required to dematerialise the Tranche 2 Bonds if they wish to trade in the same. **Allottees will have the option to dematerialise the Tranche 2 Bonds so Allotted as per the provisions of the Companies Act and the Depositories Act. PLEASE NOTE THAT, SUBJECT TO THE LOCK-IN PERIOD, TRADING OF TRANCHE 2 BONDS ON THE STOCK EXCHANGES SHALL BE IN DEMATERIALISED FORM ONLY IN MULTIPLE OF ONE TRANCHE 2 BONDS.** 29. **Communications**: All future communications in connection with applications made in the Issue should be addressed to the Registrar to the Issue, quoting all relevant details regarding the Applicant/application. Applicants may address our Company Secretary and Compliance Officer as well as the contact persons of the Lead Managers and the Registrar to the Issue in case of any post-issue related problems such as non-receipt of letters of Allotment/credit of Tranche 2 Bonds in the Depository's beneficiary account/refund orders, etc. 30. **Rejection of Applications**: Our Company reserves its full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereof. Application would be liable to be rejected on one or more technical grounds, including but not restricted to: ● Number of Tranche 2 Bonds applied for is less than the minimum application size; ● Applications not duly signed by the sole/joint Applicants; ● Applications for a number of Tranche 2 Bonds which is not in a multiple of 1; ● Investor category not ticked; ● Application amount paid not tallying with the number of Tranche 2 Bonds applied for; ● Bank account details not given; ● Indian nationals resident in India who are competent to contract under the Indian Contract Act, 1872, as amended; ● In case of applications under Power of Attorney where relevant documents not submitted; ● Applications by persons/entities who have been debarred from accessing the capital markets by SEBI; ● Applications by any persons

outside India; ● Application by stockinvest; ● Address not provided in case of exercise of option to hold Tranche 2 Bonds in physical form; ● Applications accompanied by cash / money order/ postal order; ● Applications without PAN; ● GIR number furnished instead of PAN; and ● DP ID, Client ID and PAN mentioned in the Application Form do not match with the DP ID, Client ID and PAN available in the records with the depositories. ● Copy of KYC documents not provided in case of exercise of option to hold Tranche 2 Bonds in physical form. The collecting bank shall not be responsible for rejection of the application on any of the technical grounds mentioned above. Application form received after the closure of the Issue shall be rejected. In the event, if any Tranche 2 Bond(s) applied for is/are not allotted, the application monies of such Tranche 2 Bonds will be refunded, as may be permitted under the provisions of applicable laws. 31. **Basis of Allotment**: Our Company shall finalise the Basis of Allotment in consultation with the Lead Managers, Designated Stock Exchange and Registrar to the Issue. The Designated Stock Exchange along with the Lead Managers and the Registrar shall be responsible for ensuring that the Basis of Allotment is finalised in a fair and proper manner. Subject to the provisions contained in the Prospectus - Tranche 2 and the Articles of Association of the Company, and the approval of the Designated Stock Exchange, the Board or any other person(s) authorised by the Board will proceed to Allot the Tranche 2 Bonds under the Prospectus -Tranche 2 in the following order of priority: (a) Full Allotment of Bonds to the Applicants on a first come first basis up to the Issue Closing Date or the date falling 1 (one) day prior to the Oversubscription Date, whichever is earlier. (b) For Applications received on the Oversubscription Date, the Tranche 2 Bonds shall be Allotted in the following order of priority: i. All Series 2 Bonds which have been applied for; and ii. All Series 1 Bonds which have been applied for. iii. On the Oversubscription Date, Allotments, to the maximum extent possible, will be made on the basis of the Series of Debentures as mentioned. However, with respect to applications which cannot be distinguished within the same Series, such applicants will be allotted Tranche 2 Bonds based in proportion to their respective application size, rounded off to the nearest integer. iv. If the process of rounding off to the nearest integer results in the actual allocation of Tranche 2 Bonds being higher than the Issue size, not all applicants will be allotted the number of Tranche 2 Bonds arrived at after such rounding off. Rather, each applicant whose allotment size, prior to rounding off, had the highest decimal point would give preference. v. In the event, there are more than one applicant whose entitlement remain equal after the manner of distribution referred to above, the Company will ensure that the basis of allotment is finalised in a fair and equitable manner. If there are multiple applications made by an applicant, all such applications will individually be considered for allotment on a first-come-first-serve basis within the category. (c) All applications received after the Oversubscription Date shall be rejected by our Company. (d) In case investor does not select any of the series in the Application Form, the Company shall consider the Series 2 for the purposes of the Allotment. (e) In case the option for holding the Tranche 2 Bonds in physical form is selected, the Company will fulfil such request to hold the Tranche 2 Bonds in physical form irrespective of whether depository participant details are also provided by the Applicants. 32. **Letters of Allotment/ Refund Orders**: Our Company reserves, in its absolute and unqualified discretion and without assigning any reason thereof, the right to reject any application in whole or in part. The unutilised portion of the application money will be refunded to the Applicant by an account payee cheque/ demand draft. In case the cheque payable at par facility is not available, we reserve the right to adopt any other suitable mode of payment. Our Company shall credit the allotted Tranche 2 Bonds to the respective beneficiary accounts/dispatch the Letter(s) of Allotment or Letter(s) of Regret/ Refund Orders by registered/speed post at the Applicant's sole risk. Further, (a) Allotment of the Tranche 2 Bonds shall be made within 30 days of the Issue Closing Date; (b) credit to dematerialised accounts will be made within two Working Days from the date of Allotment; (c) Dispatch of physical certificates shall be within 15 Working Days from the date of Allotment; (d) our Company shall pay interest at 15% per annum if the Allotment has not been made and/or the Refund Orders have not been dispatched to the Applicants beyond the time period prescribed under the Act for this purpose. Our Company will provide adequate funds to the Registrar to the Issue, for this purpose. 33. **Filing of the Shelf Prospectus and Tranche Prospectus with the ROC**: A copy of the Shelf Prospectus and the Prospectus - Tranche 2 has been filed with the Registrar of Companies, Tamil Nadu, Chennai in terms of Sections 56 and 60A of the Companies Act. 34. **Pre-Issue Advertisement**: Subject to Section 66 of the Companies Act, our Company shall, on or before the Issue Opening Date, publish a pre-issue advertisement, in the form prescribed by the Debt Regulations, in one national daily newspaper with wide circulation. 35. **IMPERSONATION: Attention of the applicants is specifically drawn to the provisions of section (f) of Section 68 A of the Companies Act, which is reproduced below: "Any person who: (a) makes in a fictitious name, an application to a company for acquiring or subscribing for, any shares therein, or (b) otherwise induces a company to allot, or register any transfer of shares, therein to him, or any other person in a fictitious name, shall be punishable with imprisonment for a term which may extend to five years."** 36. **Issue of Certificates**: Letter(s) of Allotment will be dispatched at the sole risk of the Applicant, through registered/speed post, within 15 days from the date of closure of the Issue, or such extended time as may be permitted under Applicable Laws. 37. **Listing**: The Tranche 2 Bonds will be listed on the BSE. For details, please refer page 79 of the Prospectus - Tranche 2. 38. **Utilisation of Application Money**: The sums received in respect of the Issue will be kept in the Escrow Account and the Company will have access to such funds after creation of security for the Tranche 2 Bonds. 39. **Undertaking by the Issuer**: We undertake that: (i), the complaints received in respect of the Issue shall be attended to by us expeditiously and satisfactorily; (ii), we shall take necessary steps for the purpose of getting the Tranche 2 Bonds listed in the concerned stock exchange(s) within the specified time; (iii), the funds required for dispatch of refund orders/Allotment letters/certificates by registered post shall be made available to the Registrar to the Issue by us; (iv), necessary cooperation to the credit rating agency(ies) shall be extended in providing true and adequate information till the debt obligations in respect of the Tranche 2 Bonds are outstanding; (v), we shall forward the details of utilisation of the funds raised through the Tranche 2 Bonds duly certified by our statutory auditors, to the Debenture Trustee at the end of each half year; (vi), we shall disclose the complete name and address of the Debenture Trustee in our annual report; (vii), we shall provide a compliance certificate to the Debenture Trustee (on yearly basis) in respect of compliance with the terms and conditions of issue of Tranche 2 Bonds as contained in the Shelf Prospectus and Tranche Prospectus; (viii), The necessary consents for creation of *pari passu* charge, on our mortgage property have been obtained.

FOR FURTHER DETAILS, PLEASE REFER TO THE PROSPECTUS

LEAD MANAGERS TO THE ISSUE		REGISTRAR TO THE ISSUE	COMPANY SECRETARY AND COMPLIANCE OFFICER
 ICICI Securities	 JM FINANCIAL	 KARVY INVESTMENT BANKING	 Sharepro Services (India) Private Limited
ICICI Securities Limited ICICI Centre, H.T. Parekh Marg Churchgate, Mumbai 400 020 Maharashtra, India Tel: +91 22 2288 2460 Fax: +91 22 2282 6580 E-mail: Itinfrabond2012@icicisecurities.com Investor Grievance Email: customercare@icicisecurities.com Website: www.icicisecurities.com Contact Person: Ms. Shubhra Pandey Compliance Officer: Mr. Subir Saha SEBI Registration No: INM000011179	JM Financial Consultants Private Limited 141 Maker Chambers III, Nariman Point, Mumbai - 400021 Tel: +91 22 3953 3030 Fax: +91 22 2204 7185 Email: Itinfrabondissue@jmfincial.in Investor Grievance Email: grievance.ibd@jmfincial.in Website: www.jmfincial.in Contact Person: Ms Lakshmi Lakshmanan Compliance Officer: Mr. Chintal Sakaria SEBI Registration No.: INM000010361	Karvy Investor Services Limited Hallmark Business Plaza, 7th Floor, Sant Dyananeshwar Marg, Opp: Gurnank Hospital, Bandra - East, Mumbai - 400 051 Tel: +91 22 6149 1500 Fax: +91 22 6149 1515 Email: Itinfrabond2011B@karvy.com Investor Grievance Email: igmbd@karvy.com Website: www.karvy.com Contact Person: Mr. Omkar Barve Compliance Officer: V. Madhusudhan Rao SEBI Registration No: INM000008365	Mr. Shekhar Prabhudesai 3B, Laxmi Towers, C-25, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051. Tel. : +91 22 4060 5444; Fax : +91 22 4060 5353; E-Mail : infrabonds2012A@itinfra.com Investors can contact the Registrar or the Compliance Officer in case of any pre-issue or post-issue related problems such as non-receipt of letters of allotment, demat credit, refund orders or interest on application money.
Co-Lead Managers : Bajaj Capital Limited, 5th Floor, Bajaj House, 97, Nehru Place, New Delhi 110 019, Tel +91 22 4009 9999, Fax :: +91 22 4009 9011, E-mail ID: surajitm@bajajcapital.com, Investor Grievance E-mail ID: info@bajajcapital.com, Website: www.bajajcapital.com, Contact person: Mr. Surajit Misra, Compliance Officer: Mr. Janardhan P, SEBI Registration No.: INM000010544; Integrated Enterprises (India) Limited* : 5A, 2nd Floor, Kences Towers,, 1 Ramakrishna Street,, North Usman Road, T Nagar, Chennai - 600 017, Tel: +91 22 2814 0801, Fax:+ 91 22 2814 2479, E-mail ID: mbd@ieipindia.com, Investor Grievance Email ID: savithri@ieipindia.com Website: www.ieipindia.com, Contact Person and, Compliance Officer: M Savithiri, SEBI Registration No: INM00002640; RR Investors Capital Services Private Limited : 133A, Mittal Tower, Nariman Point, Mumbai 400 021, Tel +91 22 2288 6627/28, Fax : +91 22 2285 1925, E-mail ID: Itinfrarrrfcl.com, Investor Grievance E-mail ID: investors@rrfcl.com, Website: www.rrfcl.com, Contact person: Mr. Brahmduddha Singh, Compliance Officer: Mr. Sandeep Mahajan, SEBI Registration No.: INM000007508; SMC Capitals Limited : 3rd Floor, 'A' Wing, Laxmi Tower, Bandra Kurla Complex, Bandra (E), Mumbai - 400051, Tel +91 22 6138 3838, Fax : +91 22 6138 3899, E-mail ID: It_bond@smccapitals.com, Investor Grievance E-mail ID: investor.grievance@smccapitals.com, Website: www.smccapitals.com, Contact person: Mr. Sanjeev Barnwal, Compliance Officer: Mr. Sanjeev Barnwal, SEBI Registration No.: MB/INM000011427, *Integrated Enterprises (India) Limited has made an application on July 25, 2011 with SEBI for renewal of its certificate of registration.			
Debenture Trustee : Bank of Maharashtra, Legal Services Department, "Lokmangal", 1501, Shivajinagar, Pune 411005, Tel: 020-25536256, Fax: 020-25513123, Website: www.bankofmaharashtra.in, Email: bomcolaw@mahabank.co.in			
Statutory Auditors : Deloitte Haskins & Sells : 12, Dr. Annie Besant Road, Opp. ShivSagar Estate, Worli, Mumbai - 400 018, Tel: +91 22 6667 9000, Fax: +91 22 6667 9100, Firm registration no: 117366W			
Credit Rating Agencies : Credit Analysis & Research Limited : 4 th Floor, Godrej Coliseum, Somaia Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai - 400 022, India, Tel: +91 22 6754 3456, Fax: +91 6754 3457, E-mail: care@caratings.com; ICRA Limited : Electric Mansion, 3rd Floor,, Appasaheb Marathe Marg,, Prabhadevi,, Mumbai - 400 025, Tel: +91 22 2433 1046, Fax: +91 22 2433 1390, E-mail: mumbai@icraindia.com			
Legal Advisor to the Issuer : AZB & Partners : 23 rd Floor, Express Towers, Nariman Point, Mumbai - 400 021, Tel: +91 22 6639 6880, Fax: +91 22 6639 6888			
Legal Advisor to the Lead Managers : Krishnamurthy & Co. , 96, Free Press House, 215 Nariman Point, Mumbai - 400021, Tel: +91 22 6749 2595, Fax: +91 22 6749 2593			
Escrow Collection Banks / Bankers to the Issue : Axis Bank Limited , Universal Insurance Building, Sir P.M. Road, Fort, Mumbai - 400 001, India, Tel: +91 22 6610 7339, Fax: +91 22 2283 5785, Contact Person: Mr. Roshan Mathias; City Union Bank : 24-BD, Raja Bahadur Compound, Ambalal Doshi Marg, Fort, Mumbai 400 023, India, Tel: +91 22 2267 7376, Fax: +91 22 6633 8005, Contact Person: Mr. S. Narayanan; Dhanlaxmi Bank Limited : Janmabhoomi Bhavan, Janmabhoomi Marg, Fort, Mumbai-400 001. Tel: +91 22 6154 1700, Fax: +91 22 2202 8208, Contact Person: Mr. Venkataraghavan T A; HDFC Bank Limited : HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai 400 013, Tel: +91 22 3075 2928, Fax: +91 22 2579 9801, Contact Person: Mr. Deepak Rane; ICICI Bank Limited : Capital Markets Division, 30, Mumbai Samachar Marg, Fort, Mumbai - 400 001, India, Tel: +91 22 6631 0322, Fax: +91 22 6631 0350, Contact Person: Mr. Anil Gadoo; IDBI Bank Limited : Unit No. 2, Corporate Park, Near Swastik Chambers, Sion - Trombay Road,, Chembur, Mumbai 400071, India, Tel: +91 22 6690 8402, Fax: +91 22 6690 8424, Contact Person: Mr. V Jayananthan; Yes Bank Limited : 3rd Floor, Ion House, Dr. E Moses Road, Mahalaxmi, Mumbai 400 011, Maharashtra, India, Tel: + 91 22 6622 9031, Fax: + 91 22 2497 4875, Contact Person: Mr. Mahesh Shirali			

RISK FACTORS

Prospective investors should carefully consider the risks and uncertainties described below, in addition to the other information contained in the Shelf Prospectus before making any investment decision relating to the issue. If any of the following risks or other risks that are not currently known or are deemed immaterial at this time, actually occur, our business, financial condition and results of operation could suffer, the trading price of the Bonds could decline and you may lose all or part of your redemption amounts and / or interest amounts. Unless otherwise stated in the relevant risk factors set forth below, we are not in a position to specify or quantify the financial or other implications of any of the risks mentioned herein. The order of the risk factors appearing hereunder is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Unless the context requires otherwise, the risk factors described below apply to us / our operations only. The Shelf Prospectus also contains forward-looking statements that involve risks and uncertainties. Our Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the considerations described below and elsewhere in the Shelf Prospectus. You must rely on your own examination of our Company and this Issue, including the risks and uncertainties involved.

INTERNAL RISKS

1. As an NBFC, the risk of default and non-payment by borrowers and other counterparties may materially and adversely affect our profitability and asset quality. Any such defaults and non-payments would result in write-offs and/or provisions in our financial statements which may materially and adversely affect our profitability and asset quality. Our lending activities are exposed to credit risk arising from the risk of default and non-payment by borrowers and other counterparties. Our total loan Portfolio (gross of provisions) was ₹ 87,903.43 million as at September 30, 2011. The size of our loan Portfolio is expected to grow as a result of our expansion strategy in existing as well as new products. Sustained growth may expose us to an increasing risk of defaults as our Portfolio expands. Furthermore, our investments in equity and preference securities of unlisted companies expose us to capital erosion risks and liquidity risks in the event we cannot formulate a suitable exit strategy for these investments. Our gross NPAs as a percentage of total outstanding loans were 0.88%, 0.67%, 1.84%, 0% and 0% as of September 30, 2011, March 31, 2011, 2010, 2009 and 2008, respectively, while the net NPAs as a percentage of net outstanding loans were 0.73%, 0.53%, 1.66%, 0.00% and 0.00% as of September 30, 2011, March 31, 2011, 2010, 2009 and 2008 respectively. We may not be able to sell the NPAs to asset reconstruction companies registered with RBI. The borrowers and/or guarantors and/or third parties may default in their repayment obligations due to various reasons including insolvency, lack of liquidity, and operational failure. We cannot be certain, and cannot assure you, that we will be able to improve our collections and recoveries in relation to the NPAs or otherwise adequately control our level of NPAs in the future. Moreover, as our loan Portfolio matures, we may experience greater defaults in principal and/or interest repayments. Thus, if we are not able to control or reduce our level of NPAs, the overall quality of our loan Portfolio may deteriorate and our results of operations may be adversely affected. Furthermore, our current provisions may not be comparable to those of other financial institutions. We have made provisions of ₹ 133.34 million in respect of gross NPAs as of September 30, 2011. In addition, we maintain a provision against standard assets, as a matter of policy. As of September 30, 2011 and March 31, 2011, we have made provisions of ₹ 307.22 million and ₹ 284.31 million respectively in respect of standard assets. There can be no assurance that there will be a decrease in our NPA provisions as a percentage of assets, or that the percentage of NPAs that we will be able to recover will be similar to our past experience of recoveries of NPAs. In the event of any further deterioration in our Portfolio, there could be a more significant and substantial material and adverse impact on our business, future financial performance and results of operations.

2. Private sector infrastructure industry in India is still at a relatively early stage of development and is linked to the continued growth of the Indian economy, the sectors on which we focus and stable regulatory regimes. In the event that central and state government initiatives and regulations in the infrastructure industry do not proceed in the desired direction, or if there is any downturn in the macroeconomic environment in India or in specific sectors, our business, future financial performance and results of operations could be materially and adversely affected. We believe that further development of India's infrastructure is dependent on formulation and effective implementation of state and central government programs and policies that facilitate and encourage private sector investment in infrastructure projects in India. Many of these programs and policies are developing and evolving and their success will depend on whether they are properly designed to address the issues facing infrastructure development in India and are effectively implemented. Additionally, these programs will need continued support from stable and experienced regulatory regimes and tax deductions that not only encourage the continued movement of private capital into infrastructure projects but also lead to increased competition, appropriate allocation of risk, transparency, effective dispute resolution and more efficient and cost effective services to the end consumer. The availability of private capital and continued growth of the infrastructure industry are also linked to the continued growth of the Indian economy. Specific factors within each industry sector may also influence the success of the projects within those sectors, including changes in policies, regulatory frameworks and market structures. While there has been progress in sectors such as telecommunications, transportation, energy, tourism and industrial and commercial infrastructure, other sectors such as urban infrastructure and healthcare have not progressed to the same degree. Further, since infrastructure services in India have historically been provided by the central and state governments without charge or at a subsidised charge to consumers, the growth of the infrastructure industry will be impacted by consumers' income levels and the extent to which they would be willing to pay or can be induced to pay for infrastructure services. If the central and state governments' initiatives and regulations in the infrastructure industry do not proceed in the desired direction, or if there is any downturn in the macroeconomic environment in India or in specific sectors, our business, our future financial performance and results of operations could be materially and adversely affected.

3. We may be exposed to potential losses due to a decline in value of assets secured in our favour, and due to delays in the enforcement of such security upon default by our borrowers. Our total loan Portfolio is secured by a mix of movable and immovable assets and/or other collaterals. The value of certain types of assets may decline due to inherent operational risks, the nature of the asset secured in our favour and adverse market and economic conditions (both global and domestic). The value of the security or collateral, as the case may be, may also decline due to delays in insolvency, winding-up and foreclosure proceedings, defects in title, difficulty in locating movable assets, documentation relevant to the assets and the necessity of obtaining regulatory approvals for the enforcement of our collateral over those assets, and as such, we may not be able to recover the estimated value of the assets which would materially and adversely affect our business, future financial performance and results of operations. In the event of default by our borrowers, we cannot guarantee that we will be able to realize the full value of our collateral, due to, among other things, delays on our part in taking immediate action and in bankruptcy foreclosure proceedings, stock market downturns, defects in the perfection of collateral, litigation and fraudulent transfers by borrowers. In the event a specialized regulatory agency gains jurisdiction over the borrower, creditor actions can be further delayed.

4. If we are unable to manage our rapid growth effectively, our business, future financial performance and results of operations could be materially and adversely affected. The business of our Company has grown rapidly since we began our operations. From March 31, 2008 to March 31, 2011, our gross loans outstanding (including debentures) increased by a CAGR of 56.5%. We intend to continue to grow our businesses, which could place significant demands on our operational, credit, financial and other internal risk controls. It may also exert pressure on the adequacy of our capitalization, making management of asset quality increasingly important. Our future business plan is dependent on our ability to borrow to fund our growth. We may have difficulty obtaining funding on attractive terms. Adverse developments in the Indian credit markets, such as the significant increase in interest rates witnessed in the last 18 months, may significantly increase our debt service costs and the overall cost of our funds. An inability to manage our growth effectively and failure to secure the required funding therefore on favorable terms, or at all, could have a material and adverse effect on our business, future financial performance and results of operations.

5. Our Company is involved in certain legal and other proceedings. Our Company is currently involved in a number of legal proceedings in India. These legal proceedings are pending at different levels of adjudication before various courts and tribunals. If any new developments arise, for example, a change in Indian law or rulings against us by the appellate courts or tribunals, we may face losses and we may have to make provisions in our financial statements, which could increase our expenses and our liabilities. Decisions in such proceedings adverse to our interests may have a material adverse effect on our business, future financial performance and results of operations. Details of legal proceedings involving our Company are set out below: (in ₹ million); **Particulars, Number of cases filed, Amount involved;** Cases filed against our Company, 2, Nil; Cases filed by our Company, 12, 447.5 For further details of these legal proceedings, see the section titled "Outstanding Litigation and Statutory Defaults" on page 113 of the Shelf Prospectus and the section titled "Recent Developments" on page 12 of the Prospectus - Tranche 2.

6. We face increasing competition in our business which may result in declining margins if we are unable to compete effectively. Our primary competitors are other NBFCs, public sector banks, private sector banks and other financial institutions. Banks have access to low cost funds which enables them to enjoy higher margins and / or offer finance at lower rates. NBFCs do not have access to large quantities of low cost deposits, a factor which may render them less competitive. All of these factors have resulted in us facing increased competition from other lenders in each of our lines of businesses, including commercial banks and other NBFCs. Our ability to compete effectively will depend, to some extent, on our ability to raise funds at competitive rates or at all. Increasing competition may have an adverse effect on our net interest margin and other income, and, if we are unable to

compete successfully, our market share may decline.

7. Infrastructure projects carry certain risks which, to the extent they materialize, could adversely affect our business and result in defaults/delays in repayment of our loans and investments declining in value which could have a material and adverse effect on our business, future financial performance and results of operations. Our Company's product offerings include debt, equity and mezzanine financings, and financial advisory services related to infrastructure projects in India. As at September 30, 2011 our loans and advances were ₹ 87,903.43 million. Infrastructure projects are characterized by project specific risks as well as general risks. These risks are generally beyond our control, and include: ● political, regulatory and legal actions that may adversely affect project viability; ● interruptions or disruption in domestic or international financial markets, whether for equity or debt funds; ● changes in government and regulatory policies; ● delays in the construction and operation of infrastructure projects; ● adverse changes in market demand or prices for the products or services that the project, when completed, is expected to provide; ● the unwillingness or inability of consumers to pay for infrastructure services; ● shortages of, or adverse price developments in respect of raw materials and key project inputs such as oil and natural gas; ● potential defaults under financing arrangements with lenders and investors; ● failure of third parties to perform on their contractual obligations; ● adverse developments in the overall economic environment in India; ● interest rate or currency exchange rate fluctuations or changes in tax regulations; ● economic, political and social instability or occurrences such as natural disasters, armed conflict and terrorist attacks, particularly where projects are located or in the markets they are intended to serve; and ● the other risks discussed in the sub section "External Risks — Risks Relating to India", on page 21 of the Shelf Prospectus. To the extent these or other risks relating to the projects we finance materialize, the quality of our asset Portfolio and our profitability may decline, which would have a material and adverse effect on our business, future financial performance and results of operations.

8. Our Company has significant Exposure to certain sectors and to certain borrowers and if these Exposures become non performing, such Exposure could increase the level of non-performing assets in our Portfolio and materially affect our business, future financial performance and results of operations and the quality of our asset Portfolio. As at September 30, 2011, our three largest single sector Exposures were in the Power, Telecommunications, and Roads sectors, which constituted 49.47%, 9.21%, 14.64%, (aggregating to total percentage Exposure of 73.32%) respectively, of our total Exposure of ₹ 162,960.80 million. For the foreseeable future, we expect to continue to have a significant concentration of loans in these three sectors and to certain borrowers. Any negative trends or financial difficulties in the Power, Telecommunications and Roads sectors, particularly among our large borrowers, could increase the level of non performing assets in our Portfolio and materially and adversely affect our business, future financial performance and results of operations. As at September 30, 2011, the ten largest borrowers in our Company in aggregate accounted for 17.61% of our total Exposure and the ten largest borrower groups in aggregate accounted for 30.46 % of our total Exposure. As at September 30, 2011, our largest single borrower and our largest borrower group accounted for 2.04% and 3.48%, respectively, of the total Exposure of our Company. Credit losses on our significant single borrower and group Exposures could materially and adversely affect our business, future financial performance and results of operations. The customers of our Company may default on their obligations to us as a result of their bankruptcy, lack of liquidity, operational failure, breach of contract, government or other regulatory intervention and other reasons such as their inability to adapt to changes in the macro business environment. Historically, borrowers or borrower groups have been adversely affected by economic conditions in varying degrees. Such adverse impact may limit our ability to recover the dues from the borrowers and predictability of cash flows. Credit losses due to financial difficulties of these borrowers or borrower groups in the future could materially and adversely affect our business, future financial performance and results of operations.

9. We may experience delays in enforcing collateral when the borrowers who are customers of our Company default on their obligations to us, which may result in failure to recover the expected value of collateral and may materially and adversely affect our business and future financial performance. As at September 30, 2011, 100% of the loans of our Company were secured by project assets and/or other collateral: ● for debt provided on a senior basis (comprising approximately 82% of the value of our outstanding loan assets as at September 31, 2011), we have a general first ranking charge on the assets; and/or other collateral ● for loans provided on a mezzanine basis (comprising 18% of the value of our outstanding loan assets), we have a general second or subsequent charge on assets or other collateral securities of companies having established cash flows. Although we seek to maintain a collateral value to loan ratio of at least 100% for our secured loans, an economic downturn or the other project risks could result in a fall in collateral values. Additionally, the realizable value of our collateral in a liquidation may be lower than its book value. Moreover, foreclosure of such collateral may require court or tribunal intervention that may involve protracted proceedings and the process of enforcing security interests against collateral can be difficult. Additionally, the realizable value of our collateral in liquidation may be lower than its book value, particularly in relation to projects which are not completed when default occurs and lenders initiate action in respect of enforcement of security. In general, most project loans are provided on a limited recourse basis. With respect to disbursements made on a non recourse basis, only the related project assets are available to repay the loan in the event the borrowers are unable to meet their obligations under the loan agreements due to lower than expected cash flows. With respect to disbursements made on a limited recourse basis, project sponsors generally give undertakings for funding shortfalls and cost overruns. We cannot guarantee that we will be able to realize the full value of our collateral, due to, among other things, defects in the perfection of collateral, delays on our part in taking immediate action in bankruptcy foreclosure proceedings, stock market downturns, claims of other lenders, legal or judicial restraint and fraudulent transfers by borrowers. In the event a specialized regulatory agency gains jurisdiction over the borrower, creditor actions can be further delayed.

10. Our equity investments in infrastructure projects can be particularly volatile and may not be recovered. We make direct minority equity investments in infrastructure projects. As at September 30, 2011, our equity investments accounted for 0.82 % of our total Portfolio. The value of these investments depends on the success and continued viability of these projects. In addition to the project specific risks described in the above risk factors, we have limited control over the operations or management of these projects. Therefore, our ability to realize expected gains as a result of our equity interest in a project is highly dependent on factors outside of our control. Decline in value of our equity Portfolio may materially and adversely affect our business, future financial performance and results of operations.

11. As a consequence of being regulated as an NBFC and IFC, and a PFI, we have to adhere to certain individual and borrower group Exposure limits under the RBI regulations. Our Company is regulated by the RBI as an NBFC. In terms of the Non Banking Financial (Non Deposit Accepting or Holding) Companies Prudential Norms (Reserve Bank) Directions, 2007, as amended (the "Prudential Norms Directions") our Company is required to comply with the prescribed Exposure limits. Further, our Company has been classified as an IFC by the RBI, which classification is subject to certain conditions including a minimum 75% of the total assets of such NBFC being deployed in infrastructure loans (as defined under the Prudential Norms Directions), net owned funds of ₹ 3,000 million or more, a minimum credit rating of "A" or an equivalent credit rating of CRISIL, FITCH, CARE or ICRA or any other accredited rating agency and a capital to risk weighted asset ratio of 15%. As an IFC, our Company's single borrower limit for lending may exceed the concentration of credit norms applicable to an NBFC that is not an IFC by an additional 10% of its owned fund, and its single group limit for lending may exceed such credit norms by an additional 15% of its owned fund. 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 Act. As a result of the PFI status, we are required to undertake certain continuing compliances such as the main business of the company should be industrial/infrastructural financing, the financial statement should show that its income from industrial/ infrastructural financing exceeds 50% of its income; and the net-worth of the company should be at least ₹ 10,000 million. In the event that our Company is unable to comply with the Exposure norms within the specified time limit, or at all, our Company may be subject to regulatory actions by the RBI and the Ministry of Corporate Affairs including the levy of fines or penalties and/or the cancellation of registration as an NBFC, IFC or PFI. Our Company's inability to continue being classified as an IFC may impact our growth and expansion plans by affecting our competitiveness in relation to our competitors. We cannot assure you that we may not breach the Exposure norms in the future. Any levy of fines or penalties or the cancellation of our registration as an NBFC or IFC by the RBI due to the breach of Exposure norms may adversely affect our business, prospects, results of operations, financial condition and the trading price of the Bonds.

12. Any downgrade of our credit ratings would increase borrowing costs and constrain our access to capital and lending markets and, as a result, would negatively affect our net interest margin and our business. In relation to our long-term debt instruments, we currently have ratings of AA+ from CARE and AA+ from ICRA. In relation to our short-term debt instruments, we have also received ratings of CARE A1+ from CARE, and ICRA A1+ from ICRA. Any downgrade of our credit ratings would increase borrowing costs and constrain our access to capital and debt markets and, as a result, would negatively affect our net interest margin and our business. In addition, downgrades of our credit ratings could increase the possibility of additional terms and conditions being added to any additional financing or refinancing arrangements in the future. Any such adverse development could adversely affect our business, financial condition and results of operations.

13. We have entered into certain related party transactions. We have entered into certain transactions with related parties. There can be no assurance that we could not have achieved more favorable terms on such transactions had they not been entered into with related parties. Furthermore, it is likely that

we will enter into related party transactions in the future. There can be no assurance that such transactions, individually or in the aggregate, will not have an adverse effect on our financial condition and results of operations. Such transactions we have entered into and any future transactions with our related parties could potentially involve conflicts of interest. For more information regarding our related party transactions, see the section titled "Financial Statements – Related Party Disclosure" on page F-38 of the Shelf Prospectus.

14. We are controlled by our Promoters. Our Promoter, L&T Finance Holdings Limited currently control, directly or indirectly, 100% of our outstanding Equity Shares and our Promoter, Larsen & Toubro Limited, in turn holds 82.64 % in L&T Finance Holdings Limited. In addition, and in the event of any change of control, merger, consolidation, takeover or other business combination involving us, a transfer of shares by our Promoters, or actions such as a preferential allotment to any investor or a conversion of any convertible instruments, our ability to leverage the "Larsen & Toubro" brand may be adversely affected and the benefits of being a Larsen & Toubro group company may be decreased.

15. Any increase in or realization of our contingent liabilities could adversely affect our financial condition. As at September 30, 2011, our financial statements disclosed and reflected the following contingent liabilities: (₹ in million); **Particulars, As at September 2011;** Income tax matters, Nil; Non fund based Exposure, 1,737.59 If at any time we are compelled to realize all or a material proportion of these contingent liabilities, it would have a material and adverse effect on our business, future financial performance and results of operations.

16. We require certain statutory and regulatory approvals for conducting our business and our failure to obtain, retain or renew them in a timely manner, or at all, may adversely affect our operations. NBFCs in India are subject to strict regulation and supervision by the RBI. We require certain approvals, licenses, registrations and permissions for operating our business, including registration with the RBI as an NBFC-ND. In addition, the RBI has classified our Company as an IFC. Further, we have been recently notified as a PFI under section 4A of the Companies Act. Such approvals, licenses, registrations and permissions must be maintained/renewed over time, we may have to comply with certain conditions in relation to these approvals, applicable requirements may change and we may not be aware of or comply with all requirements all of the time. We are required to obtain and maintain a certificate of registration for carrying on business as an NBFC that is subject to numerous conditions. For further details, see the section titled "Regulations and Policies" on page 121 of the Shelf Prospectus. Given the extensive regulation of the financial services industry, it is possible that we could be found, by a court, arbitration panel or regulatory authority not to have complied with applicable legal or regulatory requirements. Further, we may be subject to lawsuits or arbitration claims by customers, employees or other third parties in the different state jurisdictions in India in which we conduct our business. If we fail to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, our business may be adversely affected. If we fail to comply, or a regulator claims that we have not complied, with any of these conditions, our certificate of registration may be suspended or cancelled and we shall not be able to carry on such activities. We may also incur substantial costs related to litigation if we are subject to significant legal action, which may materially and adversely affect our business, future financial performance and results of operations.

17. We do not own the "Larsen & Toubro" or "L&T" trademarks and logos and have not entered into any agreement as yet with our parent, L&T, with respect to such trademark or logo. In addition, we may be unable to adequately protect our intellectual property since a number of our trademarks, logos and other intellectual property rights may not be registered and therefore do not enjoy any statutory protection. Further, we may be subject to claims alleging breach of third party intellectual property rights. Third parties may infringe our intellectual property, causing damage to our business prospects, reputation and goodwill. Our efforts to protect our intellectual property may not be adequate and any third party claim on any of our unprotected brands may lead to erosion of our business value and our operations could be adversely affected. We may need to litigate in order to determine the validity of such claims and the scope of the proprietary rights of others. Any such litigation could be time consuming and costly and a favorable outcome cannot be guaranteed. We may not be able to detect any unauthorised use or take appropriate and timely steps to enforce or protect our intellectual property. We cannot assure that any unauthorised use by third parties of the trademarks will not similarly cause damage to our business prospects, reputation and goodwill. Further, the "L&T" trademark is registered in favour of our Promoter. Pursuant to a trademark license agreement dated December 1, 2010, as amended and supplemented by the amendment agreements dated July 4, 2011 and October 18, 2011 (the "Trademark License Agreement") with our Promoter, our Company has been granted a global non-exclusive, non-transferrable license to use the "L&T" trademark and logo. The consideration for the FY 2012 amounts to 0.15% of our consolidated assets and 1.5% of our consolidated profit after tax, whichever is lower, plus applicable taxes. The consideration for the FY 2013 amounts to 0.15% of our consolidated assets and 3% of our consolidated profit after tax, whichever is lower, plus applicable taxes. The consideration for the FY 2014 amounts to 0.15% of our consolidated assets and 5% of our consolidated profit after tax, whichever is lower, plus applicable taxes. The Trademark License Agreement can be terminated by the parties thereto upon written notice in accordance with its terms. Furthermore, the Trademark License Agreement can also be terminated by any party upon change in management control of any of the licensees or upon breach of the terms of the Trademark License Agreement by any of the licensees. In the event that the Trademark License Agreement is terminated, we may have to discontinue the use of the "L&T" trademark and logo.

18. Material changes in the regulations that govern us and our borrowers could cause our business to suffer. We are regulated by the Companies Act and some of our activities are subject to supervision and regulation by statutory authorities including the MoF, RBI, SEBI and Stock Exchanges. Additionally, our borrowers in the power sector are subject to supervision and regulation by the CERC and SERC. Further, we are subject to changes in Indian law, as well as to changes in regulation and government policies and accounting principles. We also receive certain benefits and take advantage of certain exemptions available to our classification as a public financial institution under section 4A of the Companies Act and as a NBFC under the RBI Act, 1934. The laws and regulations governing us could change in the future and any such changes could adversely affect our business, our future financial performance, by requiring a restructuring of our activities, which may impact our results of operations.

19. Our insurance coverage may not adequately protect us against losses, and successful claims against us that exceed our insurance coverage could harm our results of operations and diminish our financial position. We maintain insurance coverage of the type and in the amounts that we believe are commensurate with our operations. Our insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage. In addition, there are various types of risks and losses for which we do not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to us on acceptable terms. A successful assertion of one or more large claims against us that exceeds our available insurance coverage or results in changes in our insurance policies, including premium increases or the imposition of a larger deductible or co insurance requirement, could adversely affect our business, future financial performance and results of operations.

20. A failure of our operational systems or infrastructure, or those of third parties, could impair our liquidity, disrupt our businesses, cause damage to our reputation and result in losses. Our business is highly dependent on our ability to process a large number of transactions. Our financial, accounting, data processing or other operating systems and facilities may fail to operate properly or become disabled as a result of events that are wholly or partially beyond our control, adversely affecting our ability to process these transactions. As we grow our business, the inability of our systems to accommodate an increasing volume of transactions could also constrain our ability to expand our businesses. Additionally, shortcomings or failures in our internal processes or systems could lead to an impairment of our financial condition, financial loss, disruption of our business and reputational damage. Our ability to operate and remain competitive will depend in part on our ability to maintain and upgrade our information technology systems on a timely and cost effective basis. The information available to, and received by, our management through our existing systems may not be timely and sufficient to manage risks or to plan for and respond to changes in market conditions and other developments in our operations. We may experience difficulties in upgrading, developing and expanding our systems quickly enough to accommodate our growing customer base and range of products. Our failure to maintain or improve or upgrade our management information systems in a timely manner could materially and adversely affect our competitiveness, financial position and results of operations. We may also be subject to disruptions of our operating systems, arising from events that are wholly or partially beyond our control including, for example, computer viruses or electrical or telecommunication service disruptions, which may result in a loss or liability to us.

21. Our failure to comply with financial and other restrictions imposed on us under the terms of our borrowings could adversely affect our ability to conduct our business and operations. In connection with our borrowings from lenders, we have agreed to restrictive covenants that require, among other things, that we maintain certain levels of debt, capital and asset quality. These restrictive covenants require that we either obtain the prior approval of, or provide notice to, our lenders in connection with certain activities, such as undertaking any merger, amalgamation or restructuring or making substantial changes in the composition of our management. Our ability to execute expansion plans, including our ability to obtain additional financing on terms and conditions acceptable to us, could be severely and negatively impacted as a result of these restrictions and limitations. Our failure to comply with any of these covenants could result in an event of default, which could accelerate our need to repay the related borrowings and trigger cross defaults under other borrowings which could materially and adversely affect our liquidity, financial condition and business operations. An event of default would also affect our ability to raise new funds or renew maturing borrowings as needed

to conduct our operations and pursue our growth initiatives.

22. We may be required to increase our capital ratio or amount of reserve funds, which may result in changes to our business and accounting practices that may materially and adversely affect our business and results of operations. We are subject to the RBI minimum capital to risk weighted assets ratio regulations. Pursuant to Section 45-IC of the RBI Act, every NBFC is required to create a reserve fund and transfer thereto a sum not less than 20.0% of its net profit every year, as disclosed in the profit and loss account and before any dividend is declared. In FY 2009, our Company was subject to the general NBFC capital to risk-weighted asset ratio requirement of 10%. This limit was increased to 12% for FY 2010. Our Company has been designated an Infrastructure Finance Company as from July 2010, and as such, must maintain a capital to risk-weighted asset ratio of 15%, out of which 10% should be represented by tier I capital. As on March 31, 2009, 2010, and 2011 our Company's total capital to risk-weighted asset ratio was 26.16%, 23.27%, and 16.50% respectively. As on September 30, 2011, our Company's total capital to risk-weighted asset ratio was 15.78%. The RBI may also in the future require compliance with other financial ratios and standards and/or may make the existing requirements more stringent. Compliance with such regulatory requirements in the future may require us to alter our business and accounting practices or take other actions that could materially and adversely affect our business and operating results.

23. We are affected by volatility in interest rates for both our lending and treasury operations, which could cause our net interest income to decline and adversely affect our return on assets and profitability. Our business is dependent on interest income from the loans they disburse. Accordingly, we are affected by volatility in interest rates in our lending operations. Being a non-deposit accepting NBFC, we are exposed to greater interest rate risk compared to banks or deposit-accepting NBFCs. Interest rates are highly sensitive to many factors beyond our control, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. If interest rates rise we may have greater difficulty in maintaining a low effective cost of funds compared to our competitors which may have access to low-cost deposit funds. Further, in case our borrowings are linked to market rates, we may have to pay interest at a higher rate as compared to other lenders. Fluctuations in interest rates may also adversely affect our treasury operations. In a rising interest rate environment, especially if the rise were sudden or sharp, we could be adversely affected by the decline in the market value of our securities Portfolio and other fixed income securities. In addition, the value of any interest rate hedging instruments we may enter into in the future would be affected by changes in interest rates. When interest rates decline, we are subject to greater repricing and prepayment risks as borrowers take advantage of the attractive interest rate environment. When assets are repriced, our spread on our loans, which is the difference between our average yield on loans and our average cost of funds, could be affected. During periods of low interest rates and high competition among lenders, borrowers may seek to reduce their borrowing cost by asking lenders to reprice loans. If we reprice loans, our results may be adversely affected in the period in which the repricing occurs. If borrowers prepay loans, the return on our capital may be impaired as any prepayment premium we receive may not fully compensate us for the redeployment of such funds elsewhere. Further, a material proportion of the loans provided by us is long-term in nature and may not have escalation clauses and may be on a fixed rate basis. Any increase in interest rates over the duration of such loans may result in us losing interest income. Our inability to effectively and efficiently manage interest rate variations may adversely affect our business, future financial performance and result of operations.

24. Devaluation of the Indian Rupee against the U.S. Dollar may have a material adverse effect on our business, financial condition and results of operation The Indian Rupee has depreciated sharply against the U.S. Dollar since July 2011 due to a number of macroeconomic factors including the Eurozone crisis, falling foreign direct investment and FII inflows, and RBI's reluctance to interfere in the foreign exchange markets. The Indian Rupee to U.S. Dollar exchange rate increased from ₹ 43.85 for one U.S. Dollar as at August 1, 2011 (source: www.oanda.com) to ₹ 50.11 for one U.S. Dollar as at October 21, 2011 (source: www.oanda.com). As at September 30, 2011, our aggregate Exposure to U.S. Dollar borrowing amounted to USD 95 million, comprising 5.87% of our aggregate borrowings as at that date. A further depreciation of the Indian Rupee against the U.S. Dollar could negatively affect us in a number of ways, including, amongst other things, by increasing the aggregate cost of financing our U.S. Dollar liabilities and by making it more difficult for Indian borrowers to service their U.S. Dollar loans. While we are currently exploring options to hedge our foreign exchange open positions, we cannot assure that we shall be able to hedge all or part of our aggregate foreign exchange Exposure. A further depreciation of the Indian Rupee against the U.S. Dollar may result in a material adverse effect on our business, financial condition and results of operations.

25. Our business requires substantial capital, and any disruption in funding sources would have a material and adverse effect on our liquidity and financial condition. The liquidity and ongoing profitability of our business are, in large part, dependent upon our timely access to, and the costs associated with, raising capital. Our funding requirements historically have been met from a combination of shareholder funding, secured and unsecured loan funds, such as Rupee denominated term loans from banks and financial institutions, the issuance of redeemable non convertible debentures and commercial paper and inter corporate deposits from L&T. Thus, our business depends and will continue to depend on our ability to access diversified funding sources. Our ability to raise funds on acceptable terms and at competitive rates continues to depend on various factors including our credit ratings, the regulatory environment and policy initiatives in India, developments in the international markets affecting the Indian economy, investors' and/or lenders' perception of demand for debt and equity securities of NBFCs, and our current and future results of operations and financial condition. Our funding strategy was adversely affected by the ongoing crisis in the global credit markets since 2008. Through the second half of 2008 and the first half of 2009, capital and lending markets remained highly volatile and access to liquidity was adversely affected. These, in addition to the increase in interest rates in the last 18 months, resulted in increased borrowing costs and difficulty in accessing funds in a cost effective manner. Changes in economic and financial conditions or continuing lack of liquidity in the market could make it difficult for us to access funds at competitive rates. As an NBFC, we also face certain restrictions on our ability to raise money from international markets which may further constrain our ability to raise funds at attractive rates. Any disruption in our primary funding sources at competitive costs would have a material adverse effect on our liquidity and financial condition.

26. We face asset-liability mismatches which could affect our liquidity, and which may as a consequence have a material and adverse effect on our business, future financial performance and results of operations. We have an asset-liability management policy in place which categorizes all interest rate sensitive assets and liabilities into various time period categories according to contracted residual maturities or anticipated repricing dates, as may be relevant in each case. The difference between the value of assets and liabilities maturing, or being repriced, in any time period category provides the measure to which we are exposed to the risk of potential changes in the margins on new or repriced assets and liabilities. The following table sets out an analysis of the maturity profile of certain of our Company's interest-bearing assets and interest-bearing liabilities across time buckets as at September 30, 2011 and March 31, 2011 and 2010. (₹ million):

	ONE MONTH	OVER ONE MONTH-TWO MONTHS	OVER TWO MONTHS UP TO THREE MONTHS	OVER THREE MONTHS UP TO SIX MONTHS	OVER SIX MONTHS UP TO ONE YEAR	OVER ONE YEAR-THREE YEARS	OVER THREE YEARS-FIVE YEARS	OVER FIVE YEARS	TOTAL
LIABILITIES: BORROWINGS FROM BANKS: SEPTEMBER 30, 2011	2,75,000	708,300	50,000	225,000	1,675,000	25,905,600	17,414,940	1,531,000	47,784,840
MARCH 31, 2011	-	83,300	100,000	233,300	2,181,300	9,966,200	19,009,300	2,499,700	34,073,100
MARCH 31, 2010	-	50,000	125,000	2,917,500	1,683,360	5,866,400	6,825,300	450,000	21,917,560
MARKET BORROWINGS: SEPTEMBER 30, 2011	-	-	-	1,250,000	3,020,000	4,000,000	2,550,000	3,000,000	7,399,600
MARCH 31, 2011	-	-	-	7,012,560	28,232,160	211,250,000	3,500,000	750,000	4,750,000
MARCH 31, 2010	-	-	-	4,800,000	7,399,600	2,912,560	2,786,216	1,100,000	-
ASSETS: SEPTEMBER 30, 2011	-	-	-	14,450,000	-	-	3,359,750	464,550	643,290
MARCH 31, 2011	-	-	-	7,502,420	7,460,380	26,568,010	15,395,020	26,820,010	87,903,430
MARCH 31, 2010	-	-	-	1,572,040	959,580	5,457,630	10,774,260	24,055,350	14,163,760
MARCH 31, 2010	-	-	-	1,835,300	635,100	6,258,800	6,500,900	15,766,700	9,188,500
INVESTMENTS: SEPTEMBER 30, 2011	-	-	-	0,000	0,000	0,000	0,000	660,000	340,000
MARCH 31, 2011	-	-	-	3,500,100	3,500,100	2,010,000	2,500,000	3,500,000	10,010,100
MARCH 31, 2010	-	-	-	250,000	250,000	-	-	-	500,000

The difference between the value of assets and liabilities maturing, or being repriced, in any time period category provides the measure to which we are exposed to the risk of potential changes in the margins on new or repriced assets and liabilities. Accordingly, we face potential liquidity risks due to varying periods over which our assets and liabilities mature. As is typical for NBFCs, a portion of our funding requirements is met through a combination of shareholder funding, secured and unsecured loan funds, such as Rupee denominated term loans from banks and financial institutions, the issuance of redeemable non convertible debentures and commercial paper and inter corporate deposits. However, a large portion of our loan assets mature over the medium

term. Consequently, our inability to obtain additional credit facilities or renew our existing credit facilities, in a timely and cost effective manner or at all, may lead to mismatches between our assets and liabilities, which in turn may adversely affect our business, future financial performance and results of operations. In addition, such funding mismatches between our assets and liabilities are aggravated when our customers pre pay any of the financing facilities we grant to them.

27. Our success depends in large part upon our management team and skilled personnel and our ability to attract and retain such persons. Our future performance will be affected by the continued service of our management team and skilled personnel. We also face a continuing challenge to recruit and retain a sufficient number of suitably skilled personnel, particularly as we continue to grow. There is significant competition for management and other skilled personnel in the various segments of the financial services industry in which we operate, and it may be difficult to attract and retain the personnel we need in the future. The loss of key personnel may have a material and adverse effect on our business, future financial performance, results of operations and ability to grow in line with our strategy and future plans.

28. Our results of operations could be adversely affected by any disputes with our employees As of September 30, 2011, our total employees amounted to 85. Currently, none of our employees are members of any labour union. While we believe that we maintain good relationships with our employees, there can be no assurance that we will not experience future disruptions to our operations due to disputes or other problems with our work force, which may adversely affect our business and results of operations.

29. We are exposed to various operational risks, including the risk of fraud and other misconduct by employees or outsiders. As with other financial intermediaries, we are exposed to various operational risks such as fraud or misconduct by our employees or by an outsider, unauthorized transactions by employees or third parties, misreporting of and non-compliance with various statutory and legal requirements and operational errors. It may not always be possible to deter employees from or otherwise prevent misconduct or misappropriation of cash collections, and the precautions we take to detect and prevent these activities may not always be effective. Any instance of employee misconduct, fraud or improper use or disclosure of confidential information could result in regulatory and legal proceedings which if unsuccessfully defended, could materially and adversely affect our business, future financial performance and results of operations.

30. System failures or inadequacy and security breaches in computer systems may adversely affect our business. Our business is increasingly dependent on our financial accounting and information technology systems. Our financial, accounting or other data processing systems may fail to operate adequately or become disabled as a result of events that are wholly or partially beyond our control, including a disruption of electrical or communications services. Our ability to operate and remain competitive will depend in part on our ability to maintain and upgrade our information technology systems on a timely and cost-effective basis. The information available to and received by our management through our existing systems may not be timely and sufficient to manage risks or to plan for and respond to changes in market conditions and other developments in our operations. We may experience difficulties in upgrading, developing and expanding our systems quickly enough to accommodate our growing customer base and range of products. Our operations also rely on the secure processing, storage and transmission of confidential and other information in our computer systems and networks. Our computer systems, software and networks may be vulnerable to unauthorized access, computer viruses or other malicious code and other events that could compromise data integrity and security. Any failure to effectively maintain or improve or upgrade our management information systems in a timely manner or at all could materially and adversely affect our competitiveness, financial position and results of operations. Moreover, if any of these systems do not operate properly or are disabled or if there are other shortcomings or failures in our internal processes or systems, it could affect our operations or result in financial loss, disruption of our businesses, regulatory intervention or damage to our reputation. In addition, our ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports our businesses and the localities in which we are located.

31. Our ability to assess, monitor and manage risks inherent in our business differs from the standards of some of our counterparts in India and in some developed countries We are exposed to a variety of risks, including liquidity risk, interest rate risk, credit risk, operational risk and legal risk. The effectiveness of our risk management is limited by the quality and timeliness of available data. Our risk management techniques may not be fully effective in mitigating our risks in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some methods of managing risks are based upon RBI's ALM Guidelines for NBFCs. Other risk management methods depend upon our internal risk management policies and principles evolved by our management. This information may not in all cases be accurate, complete, current, or properly evaluated. Although we have established these policies and procedures, they may not be fully effective.

32. Our business is based on the trust and confidence of our customers; any damage to that trust and confidence may materially and adversely affect our business, future financial performance and results of operations. We are dedicated to earning and maintaining the trust and confidence of our customers; and we believe that the good reputation created thereby, and inherent in the "Larsen & Toubro" brand name is essential to our business. As such, any damage to our reputation, or that of the "Larsen & Toubro" brand name, could substantially impair our ability to maintain or grow our business. In addition, any action on the part of any of the Larsen & Toubro group companies that negatively impact the "Larsen & Toubro" brand could have a material and adverse effect on our business, future financial performance and results of operations.

33. The proposed adoption of IFRS could result in our financial condition and results of operations appearing materially different than under Indian GAAP. Our financial statements, including the financial statements provided in the Shelf Prospectus, are prepared in accordance with Indian GAAP. We have not attempted to quantify the impact of the International Financial Reporting Standards ("IFRS") or U.S. GAAP on the financial data included in the Shelf Prospectus, nor do we provide a reconciliation of our financial statements to those of U.S. GAAP or IFRS. U.S. GAAP and IFRS differ in significant respects from Indian GAAP. Accordingly, the degree to which the Indian GAAP financial statements included in the Shelf Prospectus will provide meaningful information is entirely dependent on the reader's level of familiarity with Indian accounting practices. Any reliance by persons not familiar with Indian accounting practices on the financial disclosures presented in the Shelf Prospectus should accordingly be limited. However we may be required to prepare annual and interim financial statements under IFRS in accordance with the roadmap for the adoption of, and convergence with, IFRS announced by the Ministry of Corporate Affairs, Gol in January, 2010. The convergence of certain Indian Accounting Standards with IFRS was notified by the Ministry of Corporate Affairs on February 25, 2011. The date of implementing such converged Indian accounting standards has not yet been determined, and will be notified by the Ministry of Corporate Affairs in due course after various tax-related and other issues are resolved. Because there is significant lack of clarity on the adoption of and convergence with IFRS and there is not yet a significant body of established practice on which to draw in forming judgments regarding its implementation and application, we have not determined with any degree of certainty the impact that such adoption will have on our financial reporting. There can be no assurance that our financial condition, results of operations, cash flows or changes in shareholders' equity will not appear materially worse under IFRS than under Indian GAAP, which could have a material adverse effect on the price of our Equity Shares. As we transition to IFRS reporting, we may encounter difficulties in the ongoing process of implementing and enhancing our management information systems. Moreover, there is increasing competition for the small number of IFRS-experienced accounting personnel available as more Indian companies begin to prepare IFRS financial statements. There can be no assurance that our adoption of IFRS will not adversely affect our reported results of operations or financial condition and any failure to successfully adopt IFRS by an agreed deadline could have a material adverse effect on our business and operations.

34. As an infrastructure lending institution, notified as a PFI, we will receive certain additional tax benefits in the future as a result of the type of lending operations we conduct. These benefits may become unavailable as per future regulatory guidelines, which may affect our profits to the extent of the additional tax benefits we are currently availing. Our Company shall benefit from certain tax regulations and incentives that accord favourable treatment to infrastructure-related activities in accordance with section 36 (1) (vii) c of the Income Tax Act. Section 36(1) (vii) c permits a PFI to include doubtful debts as an eligible deduction under the Income Tax Act. As a consequence, our operations will be subject to relatively low tax liabilities. We cannot assure you that we would continue to be eligible for such lower tax rates or any other benefits if the same become unavailable to PFIs as per future regulatory guidelines. In addition, it is likely that the Direct Tax Code, once introduced, could significantly alter the taxation regime, including incentives and benefits, applicable to us or other infrastructure development activities. If the laws or regulations regarding the tax benefits applicable to us or the infrastructure sector as a whole were to change, our taxable income and tax liability may increase, which would adversely affect our financial results. Additionally, if such tax benefits were not available, this could negatively affect us and be detrimental to our business,

prospects, results of operations and financial condition.

EXTERNAL RISKS

Risks Relating to India: 1. Governmental and statutory regulations, including the imposition of an interest rate ceiling, may adversely affect our operating results and financial position. 2. Political instability or changes in the Government in India or in the Government of the states where we operate could cause us significant adverse effects. 3. Regional hostilities, terrorist attacks, civil disturbances or social unrest, regional conflicts could adversely affect the financial markets and the trading price of our Bonds could decrease. 4. Our growth depends on the sustained growth of the Indian economy. An economic slowdown in India and abroad could have a direct impact on our operations and profitability. 5. Any downgrading of India's debt rating by an international rating agency could have a negative impact on the trading price of the Bonds. 6. Outbreaks of epidemic diseases may adversely affect our operations. 7. Trading of the Bonds may be limited by temporary exchange closures, broker defaults, settlement delays, strikes by brokerage firm employees and disputes. For details, please refer page 21 of the Shelf Prospectus.

Risks Associated with the Bonds

1. The Bonds are classified as "Long Term Infrastructure Bonds" and eligible for tax benefits under Section 80CCF of the Income Tax Act up to an amount of ₹20,000 per annum. In the event that your investment in Long Term Infrastructure Bonds exceeds ₹20,000 per annum, you shall be eligible for benefits under Section 80CCF of the Income Tax Act only for an amount up to ₹20,000 per annum. The Bonds are classified as long term infrastructure bonds and are being issued in terms of Section 80CCF of the Income Tax Act and the Notification. In accordance with Section 80CCF of the Income Tax Act, the amount, not exceeding ₹20,000 per annum, paid or deposited as subscription to long term infrastructure bonds during the previous year relevant to the assessment year beginning April 01, 2012 shall be deducted in computing the taxable income of a Resident Individual or HUF. In the event that any Applicant applies for and is allotted long term infrastructure bonds in excess of ₹20,000 per annum (including long term infrastructure bonds issued by any other eligible issuer), the aforesaid tax benefit shall be available to such Applicant only to the extent of ₹20,000 per annum. Subscription to additional Bonds will not be eligible for deduction in taxable income.

2. There has been no prior secondary market for Long Term Infrastructure Bonds and it may not develop in the future, and the price of the Bonds may be volatile. Long Term Infrastructure Bonds have no established trading market. Moreover, the Bonds are subject to statutory lock-in for a period of five years from the Deemed Date of Allotment and no trading market would exist or be established for the Bonds for the said period despite the Bonds being listed on BSE. Even after the expiry of the Lock-in Period, there can be no assurance that a public market for these Bonds would develop. The proposed tax changes to the income tax regime by introduction of the draft Direct Tax Code ("DTC") may result in extinguishment of benefits available under Section 80CCF of the Income Tax Act. This may result in no further issuance of the Bonds after DTC is approved by the Government of India. Although an application has been made to list the Bonds on BSE, there can be no assurance that an active public market for the Bonds will develop, and if such a market were to develop, there is no obligation on us to maintain such a market. The liquidity and market prices of the Bonds can be expected to vary with changes in market and economic conditions, our financial condition and prospects and other factors that generally influence market price of Bonds. Such fluctuations may significantly affect the liquidity and market price of the Bonds, which may trade at a discount to the price at which you purchase the Bonds. Moreover, the price of the Bonds on the Stock Exchanges may fluctuate after this issue as a result of several other factors.

3. The legal regime in respect of public issue of infrastructure bonds has been recently introduced and its efficiency is yet to be established. The legal regime in relation to public issue of infrastructure bonds was introduced in the Finance Bill of 2010, along with the tax benefits upon investment initially for the financial year ending March 31, 2011 and was subsequently extended for the financial year ending March 31, 2012 under the Finance Bill, 2011. Pursuant to a notification dated September 9, 2011, the Ministry of Finance issued terms and conditions required for issuance of long term infrastructure bonds. We cannot assure you that any other company would be issuing infrastructure bonds in future and that a market for infrastructure bonds would develop in future.

4. There is no guarantee that the Bonds issued pursuant to this issue will be listed on BSE in a timely manner, or at all. In accordance with Indian law and practice, permissions for listing and trading of the Bonds issued pursuant to this issue will not be granted until after the Bonds have been issued and allotted. Approval for listing and trading will require all relevant documents authorising the issuing of Bonds to be submitted. There could be a failure or delay in listing the Bonds on the Stock Exchange. Any failure or delay in obtaining the approval would restrict an investor's ability to trade in the Bonds.

5. You may not be able to recover, on a timely basis or at all, the full value of the outstanding amounts and/or the interest accrued thereon in connection with the Bonds. Our ability to pay interest accrued on the Bonds and/or the principal amount outstanding from time to time in connection therewith would be subject to various factors inter-alia including our financial condition, profitability and the general economic conditions in India and in the global financial markets. We cannot assure you that we would be able to repay the principal amount outstanding from time to time on the Bonds and/or the interest accrued thereon in a timely manner, or at all.

6. There is no active market for the NCDs on the stock exchanges. As a result the liquidity and market prices of the NCDs may fail to develop and may accordingly be adversely affected. There can be no assurance that an active market for the NCDs will develop. If an active market for the NCDs fails to develop or be sustained, the liquidity and market prices of the NCDs may be adversely affected. The market price of the NCDs would depend on various factors inter alia including (i) the interest rate on similar securities available in the market and the general interest rate scenario in the country, (ii) the market price of our Equity Shares, (iii) the market for listed debt securities, (iv) general economic conditions, and, (v) our financial performance, growth prospects and results of operations. The aforementioned factors may adversely affect the liquidity and market price of the NCDs, which may trade at a discount to the price at which you purchase the NCDs and/or be relatively illiquid.

7. Debenture Redemption Reserve ("DRR") would be created up to an extent of 50% for the Bonds. The Department of Company Affairs General Circular No.9/2002 No.6/3/2001-CLV dated April 18, 2002 specifies that NBFCs which are registered with the RBI under Section 45-IA of the Reserve Bank of India Act, 1934 shall create DRR to the extent of 50 per cent of the value of the debentures issued through public issue. Therefore our Company will be maintaining debenture redemption reserve to the extent of 50 per cent of the Bonds issued and the Bondholders may find it difficult to enforce their interests in the event of or to the extent of a default. In the case we are unable to generate adequate profits, we may not be able to provide for the DRR even to the extent of the stipulated 50 per cent.

8. Any downgrading in credit rating of our Bonds may affect our trading price of the Bonds. The Bonds proposed to be issued under this issue have been rated 'CARE AA+' from CARE and [ICRA] AA+ from ICRA. We cannot guarantee that these ratings will not be downgraded. The ratings provided by CARE and ICRA may be suspended, withdrawn or revised at any time. Any revision or downgrading in the above credit ratings may lower the value of the Bonds and may also affect our Company's ability to raise further debt.

9. The Bondholders are required to comply with certain lock-in requirements. The Bondholders are required to hold the Bonds for a minimum period of five years before they can sell the same or utilise the buy-back option offered by our Company. This may lead to a lack of liquidity for the Bondholders during such periods (whether before or after the expiry of the Lock-in Period).

10. Changes in interest rates may affect the price of our Company's Bonds. All securities where a fixed rate of interest is offered, such as our Company's Bonds, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the price of our Company's Bonds.

11. Payments made on the Bonds is subordinated to certain tax and other liabilities preferred by law. The Bonds will be subordinated to certain liabilities preferred by law such as to claims of the Government on account of taxes. In particular, in the event of bankruptcy, liquidation or winding-up, our Company's assets will be available to pay obligations on the Bonds only after all of those liabilities that rank senior to these Bonds have been paid. In the event of bankruptcy, liquidation or winding-up, there may not be sufficient assets remaining, after paying amounts relating to these proceedings, to pay amounts due on the Bonds.

12. There may be a delay in making refunds to applicants. We cannot assure you that the monies refundable to you, on account of (a) withdrawal of your applications, (b) withdrawal of the issue, or (c) failure to obtain the final approval from the BSE for listing of the Bonds, will be refunded to you in a timely manner. We, however, shall refund such monies, with the interest due and payable thereon, as prescribed under applicable statutory and/or regulatory provisions.

GENERAL INFORMATION

L&T Infrastructure Finance Company Limited : Date of Incorporation: April 18, 2006. A public limited company incorporated under the Act. Registered Office: Mount Poonamallee Road, Manapakkam, Chennai - 600 089; Corporate Office: 3B, Laxmi Towers, C-25, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051; Registration: Certification of incorporation dated April 18, 2006 issued by the Registrar of Companies, Tamil Nadu, Chennai (Corporate Identification Number: U67190TN2006PLC059527). Original certificate of registration no. N-07-00759 dated January 10, 2007, issued by the RBI under section 45-IA of the RBI Act, classifying our Company as a non-deposit taking, non-banking financial institution. Fresh certificate of registration dated July 7, 2010 issued by the RBI under section 45-IA of the RBI Act, classifying our Company as an Infrastructure Finance Company. 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 Act. Income-Tax Registration: PAN: AABC12283L; Credit Ratings and Rationale: CARE: By its letter dated November 04, 2011, CARE has assigned a rating of 'CARE AA+' to this issue of Bonds by the Issuer to the extent of ₹11,000 million with a minimum maturity of 10 years. Instruments with this rating are considered to offer a high safety for timely servicing of debt obligations. Such instruments carry very low credit risk. ICRA: By its letter dated November 8, 2011, ICRA has assigned a rating of '[ICRA] AA+' to this issue of Bonds by the Issuer to the extent of ₹11,000 million with a minimum maturity of 10 years. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. Kindly note that the above ratings are not a recommendation to buy, sell or hold the Bonds and investors should take their own independent decisions. The ratings

may be subject to revision or withdrawal at any time by the rating agencies and each rating should be evaluated independently of any other rating. CARE has a right to suspend or withdraw the rating(s) at any time on the basis of new information, etc. For details in relation to the rationale for the credit rating, please refer to the Annexure to the Shelf Prospectus. * For details in relation to the rationale for the Credit Ratings by CARE & ICRA, please refer to page 19 of the Prospectus - Tranche 2 and Annexure to the Shelf Prospectus.

Utilisation of Issue proceeds : Our Board / Committee of Directors, as the case may be, certifies that: • all monies received out of the Issue shall be credited/transferred to a separate bank account other than the bank account referred to in sub-section (3) of Section 73 of the Act; • The funds raised through this Issue will be utilized towards "infrastructure lending" as defined by the RBI in the regulations issued by it from time to time, after meeting the expenditures of, and related to, the

IN THE NATURE OF FORM 2A - ABRIDGED PROSPECTUS CONTAINING SALIENT FEATURES OF THE PROSPECTUS

Issue; • details of all monies utilised out of the Issue shall be disclosed under an appropriate separate head in our balance sheet indicating the purpose for which such monies have been utilised; and • details of all unutilised monies out of the Issue, if any, shall be disclosed under an appropriate head in our balance sheet indicating the form in which such unutilised monies have been invested. **Capital Structure** : The share capital of our Company as at date of the Shelf Prospectus is set forth below:

Share Capital	Amount (in ₹)
Authorised Capital 2,000,000,000 equity shares of ₹ 10 each	20,000,000,000
Issued, Subscribed and Paid-up Capital 727,150,000 equity shares of ₹ 10 each	7,271,500,000

For details, please refer page 42 of the Shelf Prospectus.

OBJECTS OF THE ISSUE

Issue Proceeds: The Company has filed the Prospectus - Tranche 2 for a public issue of the Tranche 2 Bonds not exceeding the Shelf Limit for the FY 2012. The funds raised through this Issue will be utilized towards "infrastructure lending" as defined by the RBI in the regulations issued by it from time to time, after meeting the expenditures of, and related to, the Issue. The Tranche 2 Bonds will be in the nature of debt and will be eligible for capital allocation and accordingly will be utilized in accordance with statutory and regulatory requirements including requirements of the RBI and the Ministry of Finance. The main objects clause of the Memorandum of Association of the Company permits the Company to undertake its existing activities as well as the activities for which the funds are being raised through this Issue. Further, in accordance with the Debt Regulations, the Company will not utilize the proceeds of the Issue for providing loans to or acquisition of shares of any person who is a part of the same group as the Company or who is under the same management as the Company or any subsidiary of the Company. The Issue proceeds shall not be utilized towards full or part consideration for the purchase or any other acquisition, inter alia by way of a lease, of any property.

Issue Expenses: The expenses of this Issue include, among others, fees for the Lead Managers, printing and distribution expenses, legal fees, advertisement expenses and listing fees. For details, please refer page 36 of the Prospectus - Tranche 2.

Monitoring of Utilization of Funds: There is no requirement for appointment of a monitoring agency in terms of the Debt Regulations. Our Board/Committee of Directors, as the case may be, shall monitor the utilisation of the proceeds of the Issue. Our Company will disclose the utilization of the proceeds of the Issue under a separate head along with details, if any, in relation to all such proceeds of the Issue that have not been utilized thereby also indicating investments, if any, of such unutilized proceeds of the Issue, in our Company's financial statements for the relevant financial year. Our Company shall report the use of the proceeds in its annual report and other report submitted by us to any regulatory authority. Our Company shall also file these along with term sheets to the Infrastructure Division, Department of Economic Affairs, Ministry of Finance, within three months from the end of financial year.

STATEMENT OF TAX BENEFITS : For details, please refer page 38 of the Prospectus - Tranche 2. **BUSINESS : OVERVIEW:** Our Company was incorporated in 2006, and is registered with the RBI as a systemically important non deposit taking NBFC and an IFC. On June 10, 2011, we were classified as a public financial institution by the Ministry of Corporate Affairs. Our business comprises the provision of financial products and services for our customers engaged in infrastructure development and construction, with a focus on the power, roads, telecommunications, and ports sectors in India. Our Company is registered with the RBI as an Infrastructure Finance Company, or "IFC" and an NBFC-ND-SI, which allows it to optimize its capital structure by diversifying its borrowings and accessing long-term funding resources, thereby expanding its financing operations while maintaining its competitive cost of funds. The total income of our Company for the six months ended September 30, 2011 and Fiscal Year 2011 was ₹ 5,409.26 million and ₹ 7,039.75 million, respectively. The total loans and advances outstanding (gross of provisions) of our Company as at September 30, 2011 were ₹ 87,903.43 million and total disbursements for the six months ended September 30, 2011 and FY 2011 were ₹ 28,465.66 million and ₹ 51,551.76 million, respectively.

OPERATIONS OF OUR COMPANY: The operations of our Company are divided into the following business segments: **Project Finance Segment, Investments Segment, Financial Advisory Services Segment.** **Our Funding Structure :** Our Company is an NBFC-ND-SI. Accordingly, our Company does not accept deposits, and as such, we rely on equity (in the form of shareholders' funds) and loan funds (in the form of various secured and unsecured borrowings) in order to meet our capital and funding requirements. Of these funding sources, secured loans remain the most significant source of funding across all three of our core business groups. Secured loans represented 69.76%, 74.09%, 64.64%, 69.7% and 54.3% of the total source of funds of our Company as at September 30, 2011 and as at March 31, 2011, 2010, 2009, and 2008 respectively.

Our Loan Portfolio and Policies : The principal focus of our Company is the provision of loans and advances to our customers. Our loans are mainly to entities involved in infrastructure projects or infrastructure related activities. The lending policies that we have in place are aimed at ensuring that our loan Portfolio remains of a high quality. We also maintain provisioning and write-off policies in respect of our NPAs.

RISK MANAGEMENT: In the course of our business operations, we are exposed to a number of risks in conducting our core business operations across our Company. Our general risk management strategy is to actively manage and hedge our interest rate and maturity positions that may create liquidity or market risk to our business. Our core business groups face the following risks in the course of their operations: **Credit Risk, Liquidity Risk, Interest Rate Risk, Operating and other Risks.** Our Company maintains separate credit and interest rate risk management policies and principles, and both adhere to the RBI's ALM Guidelines for NBFCs in relation to their management of liquidity risk. **Our Business Support Services :** We believe that the commercial success of our diverse finance operations is largely dependent upon strong and seamless business support services. As such, the following are the key elements of business support to our Company: **Credit Analysis & Risk Management, Legal, Internal Audit and Compliance, Treasury, Secretarial Department, Corporate Accounts and Operations Department, Information Technology, Sales and Marketing.**

Competition : We face competition from the full spectrum of public sector banks, private sector banks (including foreign banks), financial institutions and other NBFCs who are active in infrastructure. **Litigation :** There are legal proceedings and claims pending against us which have arisen in the ordinary course of business. A brief discussion of such litigation is set in the section titled "Outstanding Litigation and Statutory Defaults" on page 113 of the Shelf Prospectus. For details, please refer page 59 of the Shelf Prospectus.

HISTORY AND MAIN OBJECTS

Brief background of our Company: L&T Infrastructure Finance Company Limited, a 100% subsidiary of L&T Finance Holdings Ltd, which is subsidiary of Larsen & Toubro Limited (L&T), was incorporated on April 18, 2006. Our Company's objective is to provide tailor made solutions to its clients in terms of debt, sub-debt, quasi-equity funding, etc. and also strive to offer a "One Stop solution" for meeting the financial requirements of its clients. Our Company was registered with the RBI under Section 45-IA of the RBI Act as a non-banking financial institution without accepting public deposits vide certificate of registration no. N-07-00759 dated January 10, 2007. We were classified under the category "Infrastructure Finance Company" by the RBI vide fresh certificate of registration bearing no. N-07-00759 dated July 7, 2010. Fresh Certificate of Registration dated July 7, 2010 issued by the RBI classifying L&T Infra as an "Infrastructure Finance Company". 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 Act. For details regarding the Main Objects of our Company, please refer to page 74 of the Shelf Prospectus.

OUR MANAGEMENT

Board of Directors: The general superintendence, direction and management of the affairs and business of our Company is vested in the Board of Directors which exercises all powers and does all acts and things which may be done by us under the Memorandum and Articles of Association of our Company. The details of Board of Directors as on the date of filing of the Shelf Prospectus are as follows: **Name; Date of Birth & Age; Address; Directorships in other companies: Mr. Y. M. Deosthale;** September 6, 1946, 65 years; 1001, Prabhu Kutir, 15, Altamount Road, Mumbai 400026, Maharashtra, India; 1. Larsen & Toubro Infotech Limited; 2. L&T Finance Holdings Limited; 3. L&T Infrastructure Development Projects Limited; 4. L&T General Insurance Company Limited; 5. L&T Finance Limited; 6. The Dhamra Port Company Limited; 7. L&T Mutual Fund Trustee Limited; 8. L&T Metro Rail (Hyderabad) Limited; 9. L&T Infra Investment Partners Advisory Private Limited; **Mr. B.V. Bhargava;** April 16, 1936, 75 years; B/1201, Gulmohar Apartments, Ceasar Road, Amboli, Andheri (West), Mumbai, Maharashtra, India 400058; 1. L&T Finance Holdings Limited; 2. CRISIL Limited; 3. Excel Corp Care Limited; 4. Grasim Industries Limited; 5. ICIICI Lombard General Insurance Company Limited; 6. J.K. Lakshmi Cement Limited; 7. The Supreme Industries Limited; 8. Grasim Bhiwani Textiles Limited; 9. Lakshmi Precision Screws Limited; **Dr. R.H. Patil** September 5, 1937, 74 years; Flat 901, Gloriosa Apartments, N M Kale Marg, Off S. K. Bole Road, Dadar (West); 1. The Clearing Corporation of India Limited; 2. Clear Corp Dealing Systems (India) Limited; 3. National Securities Depository Limited; 4. NSDL Database Management Limited; 5. Axis Private Equity Limited; 6. L&T Investment Management Limited; 7. Axis Bank Limited (erstwhile UTI Bank Limited); 8. National Securities Clearing Corporation India Limited; 9. National Stock Exchange of India Limited; 10. NSE-IT Limited; 11. SBI Capital Markets Limited; 12. The Tata Power Company Limited; **Mr. N. Sivaraman;** April 12, 1958, 53 years; Flat no. 43, Kalpataru Residency, Tower A, Near Cine Planet, Sion East, Mumbai, 400022, Maharashtra, India; 1. India Infrastructure Developers Limited; 2. NAC Infrastructure Equipment Limited; 3. BSCPIL Infrastructure Limited; 4. L&T Investment Management Limited; 5. Feedback Infrastructure Services Private Limited; 6. L&T Trustee Company Private Limited; 7. L&T Finance Holdings Limited; 8. L&T Finance Limited; 9. L&T General Insurance Company

Limited; 10. L&T Infra Investment Partners Advisory Private Limited; 11. L&T Unnati Finance Limited; For details of our Directors, please refer to the section titled "Our Management" starting on page 76 of the Shelf Prospectus.

Terms of Appointment of Manager and Compensation payable to him: Mr. Suneet K. Maheshwari was reappointed as the Chief Executive and Manager of our Company by a resolution dated August 5, 2011 and an agreement dated October 11, 2011 to manage the business and affairs of our Company. For details, please refer page 78 of the Shelf Prospectus.

OUR PROMOTERS: Our Promoters are Larsen & Toubro Limited and L&T Finance Holdings Limited (a subsidiary of L&T).

Larsen & Toubro Limited: L&T was incorporated on February 7, 1946 and its registered office is at L&T House, Ballard Estate, Mumbai - 400 001.; Corporate Identification Number : L99999MH1946PLC004768; PAN : AAACLO140P; ROC Registration No. : 11-004768;

L&T Finance Holdings Limited : L&TFH was originally incorporated as L&T Capital Holdings Limited on May 1, 2008 as a subsidiary of L&T with its registered office at L&T House, Ballard Estate, Mumbai - 400 001. Subsequently the name of L&T Capital Holdings Limited was changed to L&T Finance Holdings Limited and fresh certificate of Incorporation dated September 6, 2010 was issued by the Registrar of Companies, Maharashtra, Mumbai. ; Corporate Identification Number : U67120MH2008PLC181833; PAN : AABCL5046R.

SUMMARY FINANCIAL INFORMATION

Statement of Profits, As Audited

	Schedule	₹ in million					
		Period from 01.04.2011 to 30.09.2011	Year ended 31.03.2011	Year ended 31.03.2010	Year ended 31.03.2009	Period from 01.07.2007 to 31.03.2008	Period from 18.04.2006 to 30.06.2007
Income							
Operating Income	1	5,376.43	7,021.91	4,487.16	2,945.45	1,059.53	67.63
Other Income	2	32.83	17.84	17.07	14.44	43.71	63.81
		5,409.26	7,039.75	4,504.23	2,959.89	1,103.24	131.44
Expenditure							
Interest & Other Charges	3	3,239.31	3,801.67	2,462.91	1,629.72	334.49	-
Employee Cost	4	84.51	132.78	82.25	62.93	46.26	22.21
Establishment Expenses	5	26.43	49.82	26.43	18.79	13.76	11.81
Other Expenses	6	87.00	55.25	23.37	29.98	21.89	17.71
Provisions and Contingencies	7	52.12	57.85	253.60	77.00	-	-
Depreciation / Amortisation		1.44	2.61	2.48	1.78	1.25	0.76
		3,490.81	4,099.98	2,851.04	1,820.20	417.65	52.49
Profit Before Taxation		1,918.45	2,939.77	1,653.19	1,139.69	685.59	78.95
Provision for taxation							
Current Tax		592.57	766.00	633.00	407.00	226.20	28.60
Deferred Tax		(19.39)	165.50	(93.50)	(32.60)	6.29	0.31
Liability / (Assets) Finance / (Benefit) Tax		-	-	0.04	0.70	1.42	0.20
Income Tax for earlier year		2.43	-	5.08	-	-	-
Total Tax Expenses		575.61	931.50	544.62	375.10	233.91	29.11
Profit after Taxation		1,342.84	2,008.27	1,108.57	764.59	451.68	49.84

Statement of Assets and Liabilities, As Audited

	Schedule	₹ in million					
		As at 30.09.2011	As at 31.03.2011	As at 31.03.2010	As at 31.03.2009	As at 31.03.2008	As at 30.06.2007
A Fixed Assets							
Gross Block	8	20.05	18.42	13.86	10.98	8.96	8.17
Less: Depreciation and amortisation		9.88	8.44	5.87	3.78	2.00	0.76
Net Block		10.17	9.98	7.99	7.20	6.96	7.41
Capital Work In Progress [Including Capital advance]		16.87	14.56	-	-	-	-
		27.04	24.54	7.99	7.20	6.96	7.41
B Investments	9	3,500.10	3,500.00	250.00	1,150.00	599.07	2,087.39
C Deferred Tax Assets (net)		147.00	-	119.50	26.00	-	-
D Infrastructure Loans	10	87,680.69	71,654.90	42,554.39	22,583.47	18,331.81	2,393.12
E Foreign Currency Monetary Item Translation Difference Account		77.40	-	-	-	-	-
F Current Assets, Loans and Advances							
Sundry Debtors	11	-	35.00	4.15	-	-	-
Cash and Bank Balance	12	133.79	341.99	50.94	2.20	221.20	566.69
Other Current Assets	13	725.87	328.89	119.36	84.81	27.54	22.29
Loans and Advances	14	585.44	572.66	303.06	244.23	19.66	35.40
		1,445.10	1,278.54	477.51	331.24	268.40	624.38
G Loan Funds							
Secured Loans	15	63,397.00	55,435.26	27,467.56	16,712.00	10,400.00	-
Unsecured Loans	16	12,620.00	6,500.00	4,900.00	1,000.00	3,250.00	-
		76,017.00	61,935.26	32,367.56	17,712.00	13,650.00	-
H Deferred Tax Liability (net)		-	46.00	-	-	6.60	0.31
I Current Liabilities and Provisions							
Current Liabilities	17	1,764.56	1,940.46	911.43	116.57	53.59	55.09
Provisions	18	230.38	187.32	4.72	3.23	6.55	22.08
		1,994.94	2,127.78	916.15	119.80	60.14	77.17
J Network (A+B+C+D+E+F+G-H-I)		14,865.39	12,348.94	10,125.68	6,266.11	5,489.50	5,034.82

For further details, please refer to the Shelf Prospectus.

OUTSTANDING LITIGATION AND STATUTORY DEFAULTS: As on the date of the Prospectus - Tranche 2, there are no defaults in meeting statutory dues, institutional dues and towards holders of instruments like debentures, fixed deposits etc., by our Company, the Promoters, or by Indian public companies promoted by the same Promoters and listed on stock exchanges. Except as disclosed in the Shelf Prospectus, there are no outstanding litigations pertaining to: a) matters likely to affect operation and finances of our Company including disputed tax liabilities of any nature; and b) criminal prosecutions launched against our Company and the directors for alleged offences under the enactments specified in paragraph 1 of Part I of Schedule XIII to the Act. For details please refer to section titled "Outstanding Litigation and Statutory Defaults" starting on page 115 of the Shelf Prospectus and the section titled "Recent Developments" on page 12 of the Prospectus - Tranche 2.

OTHER REGULATORY AND STATUTORY DISCLOSURES

Prohibition by SEBI / Eligibility of our Company to come out with the Issue: Our Company and our Promoters have not been restrained, prohibited or debarred by SEBI from accessing the securities market or dealing in securities and no such order or direction is in force. Further, no member of our promoter group has been prohibited or debarred by SEBI from accessing the securities market or dealing in securities due to fraud.

Disclaimer clause of the BSE: BSE Limited ("the exchange") has given vide its letter dated November 18, 2011, permission to this Company to use the Exchange's name in this offer document as one of the stock exchanges on which the Company's securities are proposed to be listed. The Exchange has scrutinized this offer document for its limited internal purpose of deciding on the matter of granting the aforesaid permission to this Company. The exchange does not in any manner: - a) Warrant, certify or endorse the correctness or completeness of any of the contents of this offer document; or b) Warrant that this Company's securities will be listed or will continue to be listed on the exchange; OR c) Take any responsibility for the financial or other soundness of this Company, its promoters, its management or any scheme or project of this Company; and it should not for any reason be deemed or construed that this offer document has been cleared or approved by the Exchange. Every person who desires to apply for or otherwise acquires any securities of this company may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or for any other reason whatsoever.

Disclaimer clause of the RBI: RBI has issued Certificate of Registration dated January 10, 2007 and a fresh Certificate of Registration dated July 7, 2010 re-classifying our Company under the category "Infrastructure Finance Company". It must be distinctly understood that the issuing of this certificate and granting a license and approval by RBI in any other matter should not in any way, be deemed or construed to be an approval by RBI to the Prospectus - Tranche 2 nor should it be deemed that RBI has approved it and the RBI does not take any responsibility or guarantee the financial soundness of our Company or for the correctness of any of the statements made or opinions expressed by our company in this connection and for repayment of deposits / discharge of liabilities by our Company. **Listing:** The Tranche 2 Bonds proposed to be offered in pursuance of the Shelf Prospectus and the Prospectus - Tranche 2 will be listed on BSE. If permissions to deal in and for an official quotation of our Tranche 2 Bonds are not granted by BSE, our Company will forthwith repay, without interest, all moneys received from the applicants in pursuance of the Shelf Prospectus and the Prospectus - Tranche 2. Our Company shall ensure that all steps for the completion of the necessary formalities for listing and commencement of trading at the Stock Exchange mentioned above are taken within seven working days from the date of allotment. For the avoidance of doubt, it is hereby clarified that in the event of non subscription to any one or more of the Options, such Tranche 2 Bonds with Option(s) shall not be listed.

Consents: Consents in writing of: (a) the Directors and Manager, (b) the Company Secretary and Compliance Officer, (c) the Statutory Auditors, (d) Bankers to our Company, (e) Lead Managers and Co-Lead Managers, (f) Registrar, (g) Legal Advisor to the Issuer, (h) Legal Advisor to Lead Managers, (i) Credit Rating Agencies, (j) Lead Brokers and (k) the Debenture Trustee, to act in their respective capacities, have been obtained and filed along with a copy of the Prospectus - Tranche 2 with the Stock Exchange.

Expert Opinion: Except for the letters of CARE dated November 4, 2011 and ICRA dated November 8, 2011, respectively, in respect of the credit rating(s) of this Issue, the reports in relation to our financial statements and the statement of tax benefits issued by Deloitte, Haskins and Sells, our Company has not obtained any expert opinions.

Common Form of Transfer: The Issuer undertakes that there shall be a common form of transfer for the Tranche 2 Bonds held in physical form and the provisions of SCRA / Act and all applicable laws shall be duly complied with in respect of all transfer of Tranche 2 Bonds and registration thereof.

Minimum Subscription: In terms of the Debt Regulations, an issuer undertaking a public issue of debt securities may disclose the minimum amount of subscription that it proposes to raise through the issue in the offer document. In the event that an issuer does not receive the minimum subscription disclosed in the offer, an application monies received in the public issue are to be refunded. The Company has decided to set no minimum subscription for the Issue.

Underwriting: This Issue has not been underwritten.

Details regarding the capital issue during the last three years by our Company and other listed companies under the same management within the meaning of section 370 (1B): Our Company had made a public issue of long-term infrastructure bonds with a face value of ₹ 1,000 each, in the nature of secured, redeemable, non convertible debentures, aggregating up to ₹ 2,000 million with an option to retain an oversubscription of up to ₹ 5,000 million through a prospectus dated October 11, 2010. The issue closed on November 15, 2010 and the debenture certificates / demat credit intimation were dispatched by December 4, 2010. The amount raised through this issue was ₹ 2,562.16 million. The proceeds of the issue has been used for "infrastructure lending" as defined in the regulations issued by the RBI from time to time. Our Company had made a public issue of long-term infrastructure bonds with a face value of ₹ 1,000 each, in the nature of secured, redeemable, non convertible debentures, aggregating up to ₹ 1,000 million with an option to retain an oversubscription of up to ₹ 3,000 million through a prospectus dated February 1, 2011. The issue closed on March 4, 2011 and the debenture certificates / demat credit intimation were dispatched by March 25, 2011. The amount raised through this issue was ₹ 4,000 million. The proceeds of the issue has been used for "infrastructure lending" as defined in the regulations issued by the RBI from time to time. Our Company had made a public issue of long-term infrastructure bonds with a face value of ₹ 1,000 each, in the nature of secured, redeemable, non convertible debentures, aggregating up to ₹ 11,000 million through the Shelf Prospectus and Prospectus Tranche 1, each dated November 18, 2011. The issue closed on December 24, 2011. As per the final certificates provided by the Escrow Collection Banks, the amount collected through this issue is ₹ 5,305.18 million. The Tranche 1 Bonds are currently pending for allotment. The proceeds of the issue will be used for "infrastructure lending" as defined in the regulations issued by the RBI from time to time. Other than as disclosed in this section, neither our Company nor any other listed company under the same management within the meaning of Section 370(1B) of the Act has made any public or rights or composite issue of capital in the last three years. **Public / Rights Issues by our Company and our Promoters:** Our Promoter undertook a public issue of its equity shares in 2011. The particulars of which have been set forth below. Name of the company: L&T Finance Holdings Limited; Year of issue: 2011; Type of issue: Public issue; Amount of issue: Public issue of 237,705,361 equity shares of ₹ 10 each aggregating to ₹ 12,450 million. Date of closure of the issue: July 29, 2011; Date of completion of delivery of share certificates: N.A.; Date of completion of the project, where object of the issue was financing the project: N.A.; Rate of dividend paid: NIL.

Previous issues of shares otherwise than for cash: Our Company has not issued shares otherwise than for cash. **Dividend:** Our Company has not paid dividend in the past.

Revaluation of assets: Our Company has not revalued its assets in the last five years.

Treding of Debentures: Subject to the Lock-in period of five years, the Debentures shall be traded on the BSE. **Debentures or bonds and redeemable preference shares and other instruments outstanding by our Company:** As at September 30, 2011, our Company had outstanding listed / rated / unrated, secured / unsecured, non-convertible redeemable debentures and commercial papers aggregating to ₹ 21,612.16 million. Apart from the above, there are no outstanding debentures, bonds, redeemable preference shares or other instruments issued by our Company that are outstanding.

Mechanism for redressal of investor grievances: Sharepro Services (India) Private Limited has been appointed as the Registrar to ensure that investor grievances are handled expeditiously and satisfactorily and to effectively deal with investor complaints. The MOU between the Registrar and our Company will provide for retention of records with the Registrar for a period of at least three years from the last date of despatch of the letters of allotment, demat credit and refund orders to enable the investors to approach the Registrar for redressal of their grievances. All grievances relating to the Issue should be addressed to the Registrar giving full details of the applicant, number of Tranche 2 Bonds applied for, amount paid on application and the bank branch or collection centre where the application was submitted etc. **Sharepro Services (India) Private Limited:** 13 A B, Samhita Warehousing Complex, 2nd Floor, Sakinaka Telephone Exchange Lane, Andheri - Kurla Road, Sakinaka, Andheri (E), Mumbai - 400 072; Tel: +91 22 6191 5400 / 6191 5412; Fax: +91 22 6191 5444; Contact Person: Mr. Prakash Khare; Website: www.shareproservices.com; E-mail: sharepro@shareproservices.com; Investor Grievance Email: tinfra@shareproservices.com; Compliance Officer: Mr. Prakash Khare; SEBI Registration Number: INR000001476; In addition, our Company's Company Secretary and Compliance Officer would also handle all investors' grievances: Name : Mr. Shekhar Prabhudesai; Address : 3B, Laxmi Towers, C-25, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051; Telephone: (022) - 4060 5444; Fax : (022) - 4060 5353; E-Mail : infra@shareproservices.com. We estimate that the average time required by the Registrar for the redressal of routine investor grievances will be seven business days