

Serial No. _____
Addressed to: _____

INFORMATION MEMORANDUM
L&T Metro Rail (Hyderabad) Limited
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: 24th August, 2010
Registered Office: 4th Floor, Cyber Towers, Hitec City, Madhapur,
Hyderabad – 500081, Telangana
Telephone No.: +91-040- 6729- 5500
Website: www.ltmetro.in

**Information Memorandum for Issue of Debentures on a Private Placement Basis Dated
June 17, 2015**

Issue of 2500 (Two Thousand Five Hundred), Unsecured Rated, Listed, Redeemable, Non-Convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each, aggregating up to Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores Only) on a private placement basis (the "Issue").

Background

This Information Memorandum is related to the Debentures to be issued by L&T Metro Rail (Hyderabad) Limited (the "Issuer" or "Company") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through a resolution passed by the shareholders of the Issuer on March 12, 2015, and the Board of Directors of the Issuer on February 16, 2015 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated March 12, 2015, in accordance with provisions of the Companies Act 2013, the Company has been authorised to borrow, upon such terms and conditions as the Board may think fit for amounts up to 1000,00,00,000/- (Rupees One Thousand Crores Only). The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s).

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by ICRA Limited ("ICRA") or "Rating Agency". The Rating Agency has vide its letter dated June 11, 2015 assigned a rating of 'Provisional [ICRA] AA(SO)' in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the Rating Agency and should be evaluated independently of any other ratings. Please refer to Annexure II of this Information Memorandum for the letter dated June 11, 2015 from ICRA assigning the credit rating abovementioned and the letter dated June 11, 2015 issued by CRISIL disclosing the rating rationale adopted for the aforesaid rating.

Issue Schedule

Issue Opens on: June 18, 2015
Issue Closing on: June 18, 2015
Deemed Date of Allotment: June 18, 2015

Kuldeep Singh

Information Memorandum

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(This Information Memorandum is neither a prospectus
nor a Statement in Lieu of Prospectus)

The Issuer reserves the right to change the Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

The Debentures are proposed to be listed on the wholesale debt market segment of the Bombay Stock Exchange ("BSE").

Sole Arranger

Yes Bank Limited

19th Floor, Tower-II, India Bulls
Financial Centre, Senapati Bapat
Marg, Elphinstone Road (W)
Mumbai - 400013, India
Contact Person: Mr. Parav Shah
Tel: +91 22 3372 9015
Fax: +91 22 2421 4509
Email: parav.shah@yesbank.in

Registrar & Transfer

Agent

**Sharepro Services (India) Pvt
Limited**
BP ID No- IN200043
Samitha Warehousing Complex
Bldg no. 13 A B, 2nd Floor,
Off. Saki Naka Telephone
Exchange, Andheri -Kurla Road,
Sakinaka, Mumbai - 400072

Debenture Trustee

SBICAP Trustee Company Ltd.

Apeejay House, 6th Floor
3, Dinshaw Wacha Road, Churchgate,
Mumbai 400 020,
Maharashtra, India
Contact Person: Mr Ajit Joshi
Tel: +91 22 4302 5555
Fax: +91 22 2204 0465
Email: corporate@sbicaptrustee.com
Website: sbicaptrustee.com

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Information Memorandum.

Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicable Law	Includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government and any modifications or re-enactments thereof.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer Letter, to subscribe to the Debentures, which is annexed to this Information Memorandum and marked as Annexure IV.
Arranger / Sole Arranger	Yes Bank Limited.
Board/Board of Directors	The board of directors of the Issuer
Business Day	Any day of the week (excluding Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai and Hyderabad and "Business Days" shall be construed accordingly.
CDSL	Central Depository Services (India) Limited.
Concession Agreement	Shall mean the concession agreement dated September 4, 2010 entered into by and between GoAP and the Company whereby the GoAP had awarded the Project to the Company on design, build, finance, operate and transfer basis and Transit Oriented Development in and around the selected metro stations including parking and circulation areas as specified therein and any amendments made thereto in accordance with the provisions therein
Concession Period	The Concession Period of the Project is 35 years, with an option for extension of the concession period further by another 25 years.
Debentures / NCDs	2500 (Two Thousand Five Hundred) Unsecured Rated, Listed, Redeemable, Non-Convertible Debentures bearing a face value of Rs. 10,00,000 (Rupees Ten Lakhs only) each, aggregating to Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores only).
Debenture Holders / Investors	The holders of the Debentures issued by the Issuer and shall include the registered transferees of the Debentures from time to time.
Deemed Date of Allotment	June 18, 2015
Debenture Trustee	SBICAP Trustee Company Limited
Debenture Trustee Agreement	Agreement executed/ to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures and to record certain terms and conditions relating thereto.
Demat	Refers to dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time.

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Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time with whom the Company has made arrangements for dematerialising the Debentures, being CDSL and NSDL.
Depository Participant / DP	A depository participant as defined under the Depositories Act.
Director(s)	Director(s) of L&T Metro Rail (Hyderabad) Limited unless otherwise mentioned.
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP ID	Depository Participant Identification Number.
Due Date	Any date on which the Debenture Holders are entitled to any payments in relation to the Debentures, whether for redemption on maturity or towards Coupon.
EFT	Electronic Fund Transfer.
Escrow Account	Account opened with the Escrow Bank pursuant to the Concession Agreement
Escrow Bank	State Bank of India
Financial Year/ FY	Twelve months period commencing from April 1 st of a particular calendar year and ending on March 31 st of the subsequent calendar year.
GAAP	Generally Accepted Accounting Principles.
GoAP	Government of Andhra Pradesh Pursuant to the Andhra Pradesh Reorganisation Act, 2014, erstwhile undivided State of Andhra Pradesh was reorganised and the State of Telangana (hereinafter referred to as "GoTS") was formed with effect from June 2, 2014. Since the Project is situate in territory of the GoTS, the appropriate Government/ Government Authority for the Project and for any matters in relation thereto shall now be GoTS instead of GoAP.
Issue Closing Date	June 18, 2015
Issue Opening Date	June 18, 2015
Issuer/ Company	L&T Metro Rail (Hyderabad) Limited
Majority Debenture Holders	Debenture Holders whose participation or share in the principal amount(s) outstanding with respect to the Debentures aggregate to more than 75% (Seventy Five per cent) of the value of the nominal amount of the Debentures for the time being outstanding.
N.A	Not Applicable
NCD Maturity Date / Maturity Date/ Redemption Date	June 18, 2035 being 20 (Twenty) years from the Deemed Date of Allotment, or such other date on which the final payment of the Debentures becomes due and payable as herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
Project	The scope of this Project shall include, construction and procurement of the Rail System and Transit Oriented Development on the Site; and operation and maintenance of the Rail System in accordance with the provisions of the Concession Agreement during the Concession Period.
Promoter/L&T IDPL	L&T Infrastructure Development Projects Limited

Private Placement Offer Letter	Shall mean the offer letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and attached herewith as Annexure VII to this Information Memorandum.
RBI	Reserve Bank of India
Rating Agency	ICRA Limited
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (Seven) calendar days prior to any Due Date. Provided that in the event of the exercise of the Promoter Put Option, the Debenture Holder, on the Due Date, shall be the Promoter.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Sharepro Services (India) Pvt Limited
ROC	Registrar of Companies
Rs./Rupees	Indian National Rupee
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI, as amended from time to time.
Senior Leaders	Shall have the meaning assigned to such term in the Concession Agreement
TDS	Tax Deducted at Source
The Companies Act/ the Act	The Companies Act, 1956 or the Companies Act, 2013 (as may be applicable), as amended from time to time.
Issue	Private Placement of 2500 (Two Thousand Five Hundred) Unsecured, Rated, Listed, Redeemable, Non-Convertible Debentures of a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, aggregating up to Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores only).
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures and as more particularly defined in Section 7.1 hereof.
WDM	Wholesale Debt Market

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SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.



The Issuer has mandated Yes Bank Limited, to act as an arranger for the Debentures and to distribute either itself and/or through its affiliates this Information Memorandum to identified potential Investors.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum/ Disclosure Document to be filed or submitted to the SEBI for its review and/or approval. However the pursuant to the provisions of Section 42 of the Companies Act 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, Company undertakes to file the Private Placement Offer Letter with SEBI and the Registrar of Companies (through the online portal provided by the Ministry of Corporate Affairs) within 30 days from the Deemed Date of Allotment as per the provisions of the Companies Act, 2013 and the applicable rules thereunder.

This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI Circulars governing private placements of debentures by NBFCs. This Information Memorandum has been prepared solely to provide general information about the Issuer to Eligible Investors (as defined below) to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any Eligible Investor may require. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied

upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum and/or the Private Placement Offer Letter are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

This Information Memorandum, and the contents hereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and/or the Arranger and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

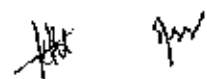
No invitation is being made to any persons other than those to whom Application Forms along with this Information Memorandum and being issued have been sent. Any application by a person to whom the Information Memorandum has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Information Memorandum may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Information Memorandum to reflect subsequent events after the date of Information Memorandum and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Information Memorandum, nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Information Memorandum and does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Information Memorandum in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum



is made available to potential Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum. However the Company undertakes to file this Information Memorandum and/or the Private Placement Offer Letter with the Registrar of Companies (through the online portal provided by the Ministry of Corporate Affairs) and SEBI within 30 days from the Deemed Date of Allotment as per the provisions of the Companies Act, 2013 and the rules thereunder.

2.4 DISCLAIMER CLAUSE OF THE SOLE ARRANGER

The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in this Information Memorandum. The only role of the Sole Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Information Memorandum as prepared by the Issuer. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Information Memorandum. Neither is the Sole Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Information Memorandum, nor is the Sole Arranger responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of this Information Memorandum. The Sole Arranger shall be entitled to rely on the truth, correctness and completeness of this Information Memorandum. It is to be distinctly understood that the aforesaid use of this Information Memorandum and/or the Offer Letter by the Sole Arranger should not in any way be deemed or construed to mean that the Information Memorandum has been prepared, cleared, approved, scrutinized or vetted by the Sole Arranger. Nor should the contents of this Information Memorandum and/or the Offer Letter in any manner be deemed to have been warranted, certified or endorsed by the Sole Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Information Memorandum.

The Sole Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the potential Debenture Holders. Each of the potential

Debenture Holders should conduct such due diligence on the Issuer, the Debentures and the Security as it deems appropriate and make its own independent assessment thereof.

Distribution of this Information Memorandum does not constitute a representation or warranty, express or implied by the Sole Arranger that the information and opinions herein will be updated at any time after the date of this Information Memorandum. The Sole Arranger does not undertake to notify any recipient of any information coming to the attention of the Sole Arranger after the date of this Information Memorandum. No responsibility or liability or duty of care is or will be accepted by the Sole Arranger for updating or supplementing this Information Memorandum nor for providing access to any additional information as further information becomes available.

Neither the Sole Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Information Memorandum or in any other information or communications made in connection with the Debentures.

The Sole Arranger is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of this Information Memorandum. The receipt of this Information Memorandum by any recipient is not to be constituted as the giving of investment advice by the Sole Arranger to that recipient, nor to constitute such a recipient a customer of the Sole Arranger. The Sole Arranger is not responsible to any other person for providing the protection afforded to the customers of the Sole Arranger nor for providing advice in relation to the Debentures.

Each recipient of this Information Memorandum acknowledges that:



- (i) each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained herein; and
- (ii) such recipient has not relied on the Sole Arranger in connection with its investigation of the accuracy of such information or its investment decision.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to Investors as specified under the clause titled "Eligible Investors" of this Information Memorandum, who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Hyderabad. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or

omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.7 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of the Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its Depository Participant. The Issuer will make the Allotment to Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

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SECTION 3: AUTHORISATION LETTER

Date: June 18, 2015

To: Yes Bank Limited (the "Arranger")

Dear Sirs:

Issue of Unsecured Rated Listed Redeemable Non-Convertible Debentures on a Private Placement basis (the "Debentures")

L&T Metro Rail (Hyderabad) Limited (the "Company" or the "Issuer"), refers to the information memorandum dated June 13, 2015 (the "Information Memorandum") in connection with the Debentures proposed to be issued by the Issuer.

The Issuer confirms that, as at the date of this letter, the factual information contained in the Information Memorandum is true and accurate and no factual information has been omitted that renders such information contained in the Information Memorandum untrue or inaccurate in any material respect and any financial forecasts and projections contained in any part of the Information Memorandum have been prepared on the basis of recent historical information and assumptions believed by the Issuer to be fair and reasonable. All expressions of opinion, statements and estimates set forth and reflected in the Information Memorandum have been made by the Issuer after due and proper consideration. In addition, the Issuer is not aware of any information not contained in the Information Memorandum, the omission of which would lead to the Information Memorandum being inaccurate, untrue or misleading in any material respect. The Issuer further confirms that it is in compliance and shall comply with all applicable laws and regulations in relation to the proposed issue of the Debentures.

The Issuer authorises the Arranger and/or its affiliates to deliver copies of the Information Memorandum to those specified persons identified by the Company/Arranger from whom the Arranger proposes to seek participation in the Debentures. The Issuer agrees to indemnify and hold the Arranger, its affiliates and each of its and their officers, employees, representatives, and agents harmless from and against any and all losses, liabilities, damages, claims, costs or expenses which may be imposed on or incurred by the Arranger or its affiliates, officers, employees, representatives, and agents as a result of any inaccurate, untrue or misleading statement contained in the Information Memorandum or caused by an omission of any material fact which is necessary to make any of the statements contained in the Information Memorandum not misleading.

This letter and all claims arising in connection with it are governed by, and are to be construed in accordance with, Indian law. The Issuer submits to the exclusive jurisdiction of the courts and tribunals at Hyderabad for the resolution of any dispute arising in connection with this letter.

Yours faithfully,
For and on behalf of

L&T Metro Rail (Hyderabad) Limited

Authorised Signatories

Name: C. VIJAYANANDA

Title: Sr GENERAL MANAGER



SECTION 4: RISK FACTORS

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors stated in this Information Memorandum for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Potential Investors should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and, therefore, the value of the Company's Debentures could decline and/or the Company's ability to meet its obligations in respect of the Debentures could be affected. More than one risk factor may have a simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the Debentures and/or the Company's ability to meet its obligations in respect of the Debentures. Potential investors should perform their own independent investigation of the financial condition and affairs of the Company, and their own appraisal of the creditworthiness of the Company. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations with respect to the Debentures. Potential investors should thereafter reach their own views prior to making any investment decision.

These risks and uncertainties are not the only issues that the Company faces. Additional risks and uncertainties not presently known to the Company or that the Company currently believes to be immaterial may also have a Material Adverse Effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Company is not in a position to quantify the financial or other implications of any risk mentioned herein below.

The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but the inability of the Company, as the case may be, to pay principal or other amounts on or in connection with any Debentures may occur for other reasons and the Company does not represent that the statements below regarding the risks of holding any Debentures are exhaustive.

4.1 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Potential investors should be aware that receipt of the principal amount, redemption premium and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

4.2 THE SECONDARY MARKET FOR THE DEBENTURES MAY BE ILLIQUID.

The Company intends to list the Debentures on the WDM segment of the BSE. The Company cannot provide any guarantee that the Debentures will be frequently traded on the Stock Exchange and that there would be any market for the Debentures. It is not possible to predict if and to what extent a secondary market may develop for the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading. Further, the Company may not be able to issue any further Debentures, in case of any disruptions in the securities market.

4.3 CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned a credit rating of "Provisional (ICRA) AA (SO)" to the Debentures. In the event of deterioration in the financial health of the Company, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The rating is not a recommendation to purchase, hold or sell the Debentures in as much as the ratings do not comment on the market price of the Debentures or its suitability to a particular investor. There is no assurance either that the rating will remain at the same level for any given period of time or that the rating will not be lowered or withdrawn entirely by the Rating Agency. In the event of deterioration in the rating of the Debentures, the investors may have to incur loss on revaluation of their investment.

4.4 TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

Special tax considerations and legal considerations may apply to certain types of investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of this investment.

4.5 ACCOUNTING CONSIDERATIONS

Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.

4.6 MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise. If the Issuer fails to comply with environmental, employee-related, health

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and safety laws and regulations or any other local laws or regulations in India, it may adversely affect the Issuer's business and results of operations

4.7 LEGALITY OF PURCHASE

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

4.8 POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

4.9 REVENUE RISK

The Company's ability to fulfil its obligations under the Debentures is dependent on the revenues being realised from the project. The Company is a special purpose vehicle and its sources of revenue are the fare revenues, income from Transit Oriented Development, and non-fare revenues like advertising & parking as per the Concession Agreement. The revenues projected presents, to the best of management's knowledge and belief, the company's expected financial position based on information currently available. Financial projections require the exercise of judgement and are subject to uncertainties. The ability of the Company to meet its obligations to pay any amounts due to Debenture Holders under the Debentures will therefore ultimately be dependent upon the aforementioned sources of revenue. If there is a shortfall in the either the fare revenues or the revenue from Transit Oriented Development or non-fare revenues, the Company may not have sufficient funds to make payments on the Debentures, and the Debenture Holders may incur a loss on the Debentures.

4.10 RISK OF DELAYS

The timely completion of the project is dependent on complete right of way being made available to the Company along with necessary permits and applicable approvals by the Government. In case of any delay in handing over the land or granting necessary approvals, Commercial Operations Date of the project could be delayed. This may lead to insufficient funds to make payments on the Debentures, and the Debenture Holders may incur a loss on the Debentures.

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4.11 **BENEFIT OF RESTRICTIVE COVENANTS AND RIGHTS FOR EXISTING
LENDERS**

Certain of the Issuer's loan agreements contain covenants which restrict certain activities and require the Issuer to obtain lenders' consents before, among other things, undertaking new projects, issuing new securities, declaring dividends in the event of non-payment and making certain investments beyond the approved amount. They also allow those lenders to sell assets of certain value in the event of non-payment of their dues. Such provisions are common in loan agreements with Indian lenders and are generally imposed on Indian borrowers, including the Issuer, with little or no variation. The Issuer's loan agreements also require it to maintain certain financial ratios. Should the Issuer be in breach of any financial or other covenants contained in any of its financing agreements, the Issuer may be required to immediately repay its borrowings either in whole or in part, together with any related costs. The Issuer may be forced to sell some or all of the assets in its portfolio if it does not have sufficient cash or credit facilities to make repayments. Furthermore, the Issuer's financing arrangements may contain cross default provisions which could automatically trigger defaults under other financing arrangements, in turn magnifying the effect of an individual default.

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SECTION 5: FINANCIAL STATEMENTS

Set out in Annexure V hereto

JKH *JKW*

SECTION 6: REGULATORY DISCLOSURES

The Information Memorandum is prepared in accordance with the provisions of the SEBI Debt Listing Regulations and in this section, the Issuer has set out the details required to be disclosed as per Schedule I of the SEBI Debt Listing Regulations.

6.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to the BSE:

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- (b) Copy of last three years audited Annual Reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Copy of the Board / Committee Resolution authorizing the borrowing and list of authorized signatories;
- (e) Certified true copy of the resolution passed by the Company held on March 12, 2015, authorising the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 14000,00,00,000/- (Rupees Fourteen Thousand Crores Only);
- (f) Certified true copy of the resolution passed by the Company at the Annual General Meeting held on March 12, 2015, authorising the Company to issue non-convertible debentures for the current financial year borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 1000,00,00,000/- (Rupees One Thousand Only);
- (g) An undertaking from the issuer stating that the necessary documents for the creation of the charge, where applicable, including the Trust Deed would be executed within the time frame prescribed in the relevant regulations/act/rules etc. and the same would be uploaded on the website of the Designated Stock exchange, where the debt securities have been listed, within five working days of execution of the same;
- (h) Any other particulars or documents that the recognized stock exchange may call for as it deems fit;
- (i) An undertaking that permission / consent from the prior creditor for a second or *pari passu* charge being created, where applicable, in favor of the trustees to the proposed issue has been obtained.

6.2 Documents Submitted to Debenture Trustee

The following documents have been / shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the Deemed Date of Allotment:

- (a) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the debt securities;
- (b) Copy of last three years' audited Annual Reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any.
- (e) An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point (d) above to the Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular

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No. SEBI/MD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within two working days of their specific request.

6.3 Issuer Information

Name	: L&T Metro Rail (Hyderabad) Limited
Registered Office of the Issuer	: 4 th Floor Cyber Towers, Hitec City, Madhapur, Hyderabad – 500081, Telengana
Corporate Office of the Issuer	: 4 th Floor, Cyber Towers, Hitec City, Madhapur, Hyderabad - 500081, Telengana
Compliance Officer of the Issuer	: Mr. Ashish Malhotra, Company Secretary & Head - Legal
CFO of Issuer	: Mr Jayaraman Ravi Kumar
Registration Number	: NIL
Corporate Identification Number	: U45300AP2010PLC070121
Email	: J.Ravikumar@ltmetro.com
Website of the Issuer	: www.ltmetro.in
Trustee to the Issue Address	: SBICAP Trustee Company Limited : Apeejay House, 6 th Floor, 3 Dinshaw Wachha Road, Churchgate, Mumbai 400 020, Maharashtra, India
Arranger to the Issue Address	: Yes Bank Limited : 19th Floor, Tower-II, India Bulls Financial Centre, Senapati Bapat Marg, Elphinstone Road (W) Mumbai - 400013, India
Registrar of the Issue Address	: Sharepro Services (India) Pvt Limited : BP ID No- IN200043 : Samitha Warehousing Complex : Bldg no. 13 A B, 2nd Floor, : Off. Saki Naka Telephone Exchange, : Andheri –Kurla Road, : Sakinaka, Mumbai – 400072
Credit Rating Agency of the Issue Address	: ICRA Limited : 1105, Kailash Building, 11th Floor, 26, Kasturba Gandhi Marg, New Delhi-110 001.

Auditors of the Issuer : M/s M.K. Dandekar & Co
Address : Chartered Accountants, No 244, (Old No 138), Angappa
Naicken Street, 2nd Floor, Chennai - 600001,
Tamil Nadu

6.4 A brief summary of business / activities of the Issuer and its line of business

(a) Overview

L&T Metro Rail (Hyderabad) Limited is a special purpose vehicle formed for the development of Hyderabad Metro Rail Project in three high density corridors of Hyderabad City spanning 71.16 Km. The Project is being developed under DBFOT (Design, Build, Finance, Operate and Transfer) basis on a public partnership mode.

The shareholding pattern of L&T MRHL is as follows:

L&T Infrastructure Development Projects Limited : 99%
Larsen & Toubro Limited : 1%

The three corridors constituting the Rail System are: Corridor-I: Miyapur - L.B Nagar with a length of 28.87 Km. and 27 Stations; Corridor-II: Jubilee Bus Station (JBS) - Falaknuma with a length of 14.78 Km. and 16 Stations; and Corridor-III: Nagole-Shilparamam with a length of 27.51 Km. and 23 Stations. Each corridor has an independent Depot at Miyapur, Falaknuma and Nagole respectively for the maintenance and overhaul of the Rail System.

All the three Corridors pass through highly congested and busy traffic routes in Hyderabad city, with very high vehicular and pedestrian movement. A brief overview of the Corridors and the chainage details of the Station locations are as given in the following sections.

	Section	Length (Km.)	Stations
Corridor 1	Miyapur-L. B. Nagar	28.87	27
Corridor 2	Jubilee Bus stand -Falaknuma	14.78	16
Corridor 3	Nagole - Shilparamam	27.51	23
	Total	71.16	66

Bid Criteria:

Government of Andhra Pradesh (GoAP), through Hyderabad Metro Rail Limited (HMRL) had earlier conducted the bidding process in 2008. However, the bids were subsequently cancelled in early 2009. GoAP invited global bids through fresh pre-

qualification. Bidding was re-initiated in late 2009. The bid was resubmitted on 14th July, 2010. L&T Ltd. was declared the successful bidder quoting the lowest Grant. GoAP accepted L&T's bid asking for Grant of ` 1458 Crores. L&T Ltd had requested GoAP to accept L&T MRHL as the entity which shall undertake and perform obligations and exercise the rights of the selected bidder, including the obligation to enter into the Concession Agreement.

Project Cost and Means of Finance

The Project Cost envisaged for the proposed is given in the following table:

Cost Component	Amount (Crores)
EPC Cost	12395
Interest During Construction	2467
Project Management Consultancy	534
Contingency	180
Pre-operative Expenses/ IE / SPV Supervision/ Development Cost/Other Miscellaneous Costs	272
DSRA	497
Safety Fund	30
Project Capital	16375

The Project Cost is proposed to be funded as follows:

Means of Finance		
Funded by:	Amount (Crores)	
Promoters' Contribution		
Equity	2439	
Mezzanine Debt/Unsecured Loans	1000	
Total Equity		3439
Equity Support (Grant)		1458
Senior Debt		11478
Total		16375

Sources of Revenue:

Under the provisions of the Concession Agreement, in addition to the fare revenues, the Issuer is entitled to commercially develop the Parking & Circulation (P&C) areas adjacent to 25 Stations and at the three Depots and also collect advertising and parking revenues.

The revenue stream for the Project shall comprise of

- Fare revenues from the metro rail system
- Revenues from Transit Oriented Development of the P&C and Depot areas
- Non-fare revenues like advertising, parking, etc.

Fare Revenues:

L&T Metro Rail (Hyderabad) Limited is authorised to demand, collect and appropriate Fare from Users of the Rail System in accordance with the Concession Agreement and the Fare Notification. The Government shall issue the Fare Notification as a Conditions Precedent to the Appointed Date.

The fare structure for the Hyderabad Metro is as follows and has been specified in Schedule R of the Concession Agreement.

Serial No.	Distance to be travelled (in Km.)	Basic fare (in Rs.)
1	Upto 2	8
2	More than 2 and up to 6	10
3	More than 6 and up to 10	12
4	More than 10 and up to 14	14
5	More than 14 and up to 18	16
6	More than 18	19
7	Unlimited use for the day	40

This fare shall be effective till 31st March, 2015 and shall be revised subsequently as per the provisions of the Concession Agreement. The basic fares shall be increased as provided in the Concession Agreement. The basic fares shall be increased, annually without compounding, by 5% for a period of 15 successive years commencing from April 1, 2014. The first increase of 5% shall take effect on April 1, 2015, and the last and fifteenth such increase shall be effected on April 1, 2029. In addition, the applicable basic fare shall be revised annually with effect from April 1 each year to reflect the variation in Wholesale Price Index (WPI) between the week ending on January 31, 2009 and the week ending on or immediately after January 31 of the year in which such revision is undertaken, but such revision shall be restricted to 60% of the increase in WPI.

Transit Oriented Development:

L&T Metro Rail (Hyderabad) Limited is entitled to undertake Transit Oriented Development (TOD) over the parking and circulation areas. The cumulative permissible built up area at all the stations shall be restricted to 6 million sq. ft.. In addition, the Concessionaire shall use not more than 20% of the floor area of each Station (excluding any area forming part of or constructed over, the parking and circulation areas) for shops and/or kiosks and paid services needed for commuters.

In the event that any of the lands earmarked for parking and circulation and consequently for Transit Oriented Development is not made available to the Concessionaire, the Government shall earmark alternative sites of comparable size and potential for Transit Oriented Development. The different types of commercial activity possible are development of Mall, High Street Retail, Commercial Office Space, Hospitality, Warehousing and Leisure & Entertainment are the options possible at the sites. The basement of the land parcels can be used for Parking and Warehousing.

Depot Development

There will be 3 Depots for the Rail System, one for each Corridor. Depot-I shall be located at Miyapur and shall have 99 acres of land. Depot-II shall be located at Falaknuma and shall have 17 acres of land. Depot-III shall be located at Nagole and shall have 96 acres of land. The cumulative permissible built up area to be utilised for Real Estate Development at the three Depots shall be restricted to a maximum of 12.5 million sq. ft., excluding the basement. The basement may also be used for Real Estate Development and its area shall be in addition to the aforesaid 12.5 million sq. ft.

The development of 12.5 million sq. ft. of space at the depot has been assumed beginning the fifth year of construction of the Rail System. The development has been assumed to be phased over a period of 15 years from the Appointed Date. The financing arrangement for this purpose will be done separately. The financial projections for this Project does not include the financials of Depot development.

Non-Fare Revenues

Advertising revenues and parking revenues are the other sources of revenue available for the Project.

(b) Corporate Structure

The shareholding pattern of L&T MRHL is as follows:

L&T Infrastructure Development Projects Limited	: 99%
Larsen & Toubro Limited	: 1%

(c) Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis.

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Parameters		FY-2015	FY-2014	FY-2013	FY-2012
Networth		1969.9	1152.3	530.3	436.0
Total Debt		4539.0	2571.7	1236.7	-
Comprising of	Non Current Maturities of Long Term Borrowing	4539.0	2571.7	1236.7	-
	Short Term Borrowing	-	-	-	-
	Current Maturities of Long Term Borrowing	-	-	-	-
Net Fixed Assets		6485.4	3236.9	1228.3	265.0
Non Current Assets		7082.2	3833.8	1842.1	436.1
Cash and Cash Equivalents		60.4	17.1	28.5	7.4
Current Investments		10.0	13.0	7.0	-
Current Assets		19.1	41.1	44.3	13.7
Current Liabilities		522.8	147.4	118.5	13.5
Revenue		5.5	3.1	1.6	0.5
EBIDTA		(13.8)	(0.2)	1.3	0.4
EBIT		(13.8)	(0.2)	1.3	0.4
Interest		-	-	-	-
PAT		(14.1)	(0.2)	1.3	0.4
Dividend Amounts		-	-	-	-
Current Ratio		0.0x	0.3x	0.4x	1x
Interest Coverage Ratio		NA	NA	NA	NA
Gross Debt/Equity Ratio		2.3	2.2	2.3	-
Debt Service Coverage Ratio		NA	NA	NA	NA

(d) Gross Debt: Equity Ratio of the Company:

Before the issue of debt securities (as on March 31, 2015)	69.7%:30.3%
After the issue of debt securities	70.9%:29.1%

(e) Project cost and means of financing, in case of funding new projects

The Project Cost envisaged for the proposed Project is given in the following table:

Cost Component	Amount (' Crores)
EPC Cost	12395
Interest During Construction	2467
Project Management Consultancy	534
Contingency	180
Pre-operative Expenses/ IE / SPV Supervision/ Development Cost/Other Miscellaneous Costs	272
DSRA	497
Safety Fund	30
Project Capital	16375

The Project Cost is proposed to be funded as follows:

Means of Finance		
Funded by:	Amount (' Crores)	
Promoters' Contribution		
Equity	2439	
Mezzanine Debt/Unsecured Loans	1000	
Total Equity		3439
Equity Support (Grant)		1458
Senior Debt		11478
Total		16375

6.5 Brief history of Issuer since its incorporation giving details of its following activities:

The Company was awarded the Concession Agreement to provide a rail system for 71.16 km on elevated structures in three corridors of Hyderabad on Design, Build, Finance, Operate and Transfer ("DBFOT") basis on a public private partnership mode. The Concession Agreement was signed on September 4, 2010 between L&T MRHL and GoAP for a period of 35 years (further renewable for 25 years) including construction period of 5 years.

Financial Closure for the project was achieved on March 1, 2011 by executing the financial documents with 10 consortium banks and State Bank of India has been appointed as the Escrow Bank and Lenders' Agent. After handing over 90.8% land,

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Appointed Date was declared as July 5, 2012 by GoAP. The Company has taken over the project site and has commenced the construction works on the site.

A brief summary of the timelines is given below:

Milestone	Date
Signing of the Concession Agreement	4 th September, 2010
Appointed date	5 th July, 2012
Financial Closure date	1 st March, 2011
Construction Start Date	5 th July, 2012
Scheduled Project Completion Date	6 th July, 2017
End of Concession period	30 th September, 2047

(a) Details of Share Capital as on last quarter end i.e : 31st March, 2015

Share Capital	Rs.
Authorised Share Capital	2439,00,00,000
Issued, Subscribed and Paid-up Share Capital	1981,39,76,060

(b) Changes in its capital structure as on last quarter end i.e. 31st March, 2015, for the last five years:

Date of Change (AGM/EGM)	Authorized Share Capital (Amount in Rs.)	Particulars
11 th February 2011 - EGM	Rs. 2439,00,00,000	Increased from Rs. 10,00,00,000 to Rs. 2439,00,00,000

(c) Equity Share Capital History of the Company as on last quarter end i.e. 31st March, 2015, for the last five years:

Date of Allotment	No. of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration	Nature of Allotment	Cumulative		
						No. of Equity Shares	Equity Share Capital (Rs.)	Equity Share Premium
01.09.10	10000	10/-	10/-	Cash	Subscribers	10000	100000	-
01.11.10	40000	10/-	10/-	Cash	Rights Issue	50000	500000	-
31.03.11	343949605	10/-	10/-	Cash	Rights Issue	343999605	3439996050	-
31.01.12	93000001	10/-	10/-	Cash	Rights Issue	436999606	4369996060	-
07.11.12	31000000	10/-	10/-	Cash	Rights Issue	467999606	4679996060	-
22.03.12	62000000	10/-	10/-	Cash	Rights Issue	529999606	5299996060	-

28.09.13	236316900	10/-	10/-	Cash	Rights Issue	7663165 06	766316 5060	-
18.12.13	107758100	10/-	10/-	Cash	Rights Issue	8740746 06	874074 6060	-
06.03.14	181323000	10/-	10/-	Cash	Rights Issue	1055397 606	105539 76060	-
25.03.14	100000000	10/-	10/-	Cash	Rights Issue	1155397 606	115539 76060	-
14.08.14	214000000	10/-	10/-	Cash	Rights Issue	1369397 606	136939 76060	-
28.10.14	217000000	10/-	10/-	Cash	Rights Issue	1586397 606	158639 76060	-
16.02.15	190000000	10/-	10/-	Cash	Rights Issue	1776397 606	177639 76060	-
25.03.15	205000000	10/-	10/-	Cash	Rights Issue	1981397 606	198139 76060	-

(d) Details of any Acquisition or Amalgamation in the last 1 (one) year

NA

(e) Details of any Reorganization or Reconstruction in the last 1 (one) year

NA

6.6 Details of the shareholding of the Company as on the latest quarter end, i.e. 31st March 2015:

(a) Shareholding pattern of the Company as on last quarter end, i.e. 31st March 2015:

Sr. No.	Particulars (Name(s) of the Shareholder(s))	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total No. of equity shares
1.	Larsen and Toubro Limited	1,98,13,980	1,98,13,980	1%
2.	L&T Infrastructure Development Projects Limited	196,15,83,620	196,15,83,620	99%
3.	Krishnamurthy Venkatesh & L&T Infrastructure Developments Projects Limited	1		
4.	Venkatesan Subramanya Thiruvarar & L&T Infrastructure Developments Projects Limited	1		
5.	Pullela Ravi Shankar & L&T Infrastructure Developments Projects Limited	1		

6.	Chandrasekarau Ramanathan & L&T Infrastructure Developments Projects Limited	1		
7	KM. Manoj & L&T Infrastructure Developments Projects Limited	1		
8.	Government of Andhra Pradesh	1		
	Total	198,13,97,606	198,13,97,600	100%

Notes: Shares pledged or encumbered by the promoters (if any): 51% in favour of Senior Lenders of the Project.

(b) List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. 31st March 2015:

Sr. No.	Name of the Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total no. of equity shares
1	L&T Infrastructure Developments Projects Limited	196,15,83,620	196,15,83,620	99.00%
2	Larsen & Toubro Limited	1,98,13,980	1,98,13,980	1.00%

6.7 Following details regarding the directors of the Company:

(a) Details of current directors of the Company:

This table sets out the details regarding the Company's Board of Directors as on date of the Information Memorandum:

Name, Designation and DIN	Age	Address	Date of Appointment	Details of other directorship
Yeshwant Moreswar Deosthalee Director DIN: 00001698	06/09/1946 69 Years	1001, Prabhu Kutir, 15, Altamount Road, Mumbai, 400026, Maharashtra.	01/11/2010	1. L&T Finance Holdings Limited 2. L&T Finance Limited 3. L&T Infrastructure Finance Company Limited. 4. L&T General Insurance Company Limited

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				<ol style="list-style-type: none"> 5. L&T Mutual Fund Trustee Limited 6. L&T Infra Debt Fund Limited 7. L&T Infra Investment Partners Advisory Private Limited 8. YOG Entertainment Private Limited 9. Larsen & Toubro Public Charitable Trust 10. Mathura Foundation (Public). 11. Vrindavan Trust (Private) 12. Saraswati Foundation (Private)
<p>Sushoben Sarker</p> <p>Additional Director</p> <p>DIN: 00083276</p>	<p>29/05/1954 61 Years</p>	<p>National Insurance Academy, 25, Balewadi, Baner Road, PO NIA Pune - 411045</p>	<p>16/02/2015</p>	<ol style="list-style-type: none"> 1. Larsen & Toubro Limited 2. L&T Infrastructure Development Projects Limited 3. Corporation Bank
<p>Vivek Bhaskar Gadgil</p> <p>Managing Director</p> <p>DIN: 00240803</p>	<p>08/05/1948 67 Years</p>	<p>EF2 Casa XS, Manapakkam Road, Manapakkam, Chennai, 600116, Tamil Nadu.</p>	<p>01/09/2010</p>	<ol style="list-style-type: none"> 1. Hyderabad International Trade Expositions Limited 2. L&T Infocity Limited
<p>Krishnamurthy Venkatesh</p> <p>Director</p> <p>DIN: 00240086</p>	<p>30/01/1957 58 Years</p>	<p>ECC Apartments, 36-C, B.N.Reddy Road, T.Nagar, Chennai, 600017, Tamil Nadu.</p>	<p>24/08/2010</p>	<ol style="list-style-type: none"> 1. L&T Panipat Elevated Corridor Limited 2. L&T Shipbuilding Limited 3. International Seaport Dredging Limited 4. L&T BPP Tollway Limited 5. L&T Infrastructure Development Projects Limited 6. Feedback Infra Private Limited 7. Kudgi Transmission Limited 8. L&T Infrastructure Development Projects Lanka Private Limited

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Ajit Ranguekar Pandurang Independent Director DIN: 01676516	21/01/1947 68 Years	Plot No 35, Prasashan Nagar, Road No. 72, Jubilee Hills, Hyderabad, 500033, Telangana.	11/02/2011	T-HUB FOUNDATION <i>gaur</i> <i>lll</i>
Sheela Bhide Independent Director DIN: 01843547	12/06/1948 67 Years	B-1/8, Vasant Vihar, New Delhi, New Delhi, 110057, Delhi.	11/02/2011	1. Suryoday Micro Finance Pvt. Limited 2. Gati-Kintetsu Express Private Limited 3. Gati Ltd 4. Rane Holdings Ltd 5. Bombay Dyeing and Manufacturing Company Limited 6. The Bombay burmah Trading Corporation Limited
Nallamilli Venkat Satyanarayana Reddy Nominee Director DIN: 01414254	05/06/1956 59 Years	503, Padmaja Complex, West Maredpally, Secunderabad, 500003, Telangana.	31/03/2012	1. Hyderabad Metro Rail Limited 2. Urban Mass Transit Company Limited

Names of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: NIL

(b) Details of change in directors since last three years:

Name, Designation and DIN	Date of Appointment / Resignation	Director of the Company since (in case of resignation)	Remarks
Mr. Suresh Narsappa Talwar, Director, DIN: 00001456	28th October 2014	11/02/2011	

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6.8 Following details regarding the auditors of the Company:

(a) Details of the auditor of the Company:

Name	Address	Auditor since
M/s Sharp & Tannan	Chartered Accountants, Parsn Manere, Block A -4, 3 rd Floor, 602, Chennai – 600 006	1 st September 2010
M/s M.K. Dandekar & Co,	Chartered Accountants, No. 244, (Old No. 138), Angappa Naicken Street, 2 nd Floor, Chennai – 600 001, Tamilnadu.	4 th August 2011

(b) Details of change in auditor since last three years: NA

6.9 Details of borrowings of the Company, as on the latest quarter end, i.e. March 31, 2015:

(a) Details of Secured Loan Facilities:

Lender's Name	Type of Facility	Amount Sanctioned	Principal Amount Outstanding		Repayment Date / Schedule
			FB	NFB	
SBI	RTL	3,100.00	149.24	1105.05	Structured quarterly repayment commencing from September 2018 as per Common Loan Agreement
Canara	RTL	3,000.00	988.84	225.00	
IOB	RTL	2,000.00	584.24	225.00	
Syndicate	RTL	1,000.00	154.60	250.00	
Indian Bank	RTL	750.00	53.44	250.00	
SBH	RTL	500.00	152.31	50.00	
J&K	RTL	500.00	202.31	-	
PSB	RTL	350.00	66.62	75.00	
SBP	RTL	153.00	61.92	-	
SBM	RTL	125.00	50.58	-	
TOTAL		11,478			

(b) Details of Unsecured Loan Facilities: (insert as per Issuer info)

NA

(c) Details of Non Convertible Debentures: NA

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(d) List of Top 10 Debenture Holders (as on March 31, 2015) : NA

Sr. No.	Name of Debenture Holders	Amount (in Rs.)

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debenture issues) details have been provided.

(e) The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group company, etc.) on behalf of whom it has been issued.

NA.

(f) Details of Commercial Paper: The total Face Value of Commercial Papers Outstanding as on the latest quarter end, i.e. March 31, 2015 :

NA.

(g) Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2015 :

NA.

(h) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years:

NA.

(i) Details of any outstanding borrowings taken / debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option:

NA.

6.10 Details of Promoters of the Company:

(a) Details of Promoter Holding in the Company as on the latest quarter end, i.e. March 31, 2015 :

Sr. No.	Name of the Shareholders	Total No. of Equity Shares	No. of Shares in demat form	Total Shareholding as % of total no of Equity Shares	No. of Shares Pledged	% of Shares pledged with respect to shares owned
1.	Larsen & Toubro Limited	1,98,13,980	1,98,13,980	1.00%	1,01,05,129	51%
2.	L&T Infrastructure Developments Projects Limited	196,15,83,620	196,15,83,620	99.00%	100,04,07,647	51%

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

Note: Financial Information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/MD/BOND/1/2009/11/05, dated May 11, 2009 as amendment from time to time, for furnishing/ publishing its half yearly /annual result

Please refer to Annexure V of this Information Memorandum

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

Please refer to Annexure V of this Information Memorandum

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

As on the date hereof, there is no material event / development or change having implications on the financials / credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of Issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.

- 6.14 The names of the debenture trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the holders of debt securities.

SBICAP Trustee Company Limited has been appointed by the Issuer to act as the debenture trustee in respect of the Debentures. SBICAP Trustee Company Limited has vide its consent letter dated June 12, 2015 agreed to act as the debenture trustee in respect of the Issue, which consent letter is annexed hereto as Annexure III.

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

The rating letter dated June 11, 2015, issued by the Rating Agency, whereby the Rating Agency has assigned a rating of "Provisional [ICRA] AA (SO)" in respect of this Issue has been annexed to this Information Memorandum as Annexure II.

The letter dated June 11, whereby the Rating Agency has disclosed the rating rationale in respect of the rating of "Provisional [ICRA] AA (SO)" assigned by the Rating Agency to this Issue, has also been annexed to this Information Memorandum as Annexure II.

The Issuer further states that there is no credit rating assigned to the Debentures by any other credit rating agency, which has not been accepted by the Issuer.

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

NA.

- 6.17 Copy of consent letter from the Debenture Trustee shall be disclosed.

The consent letter issued by the Debenture Trustee, whereby the Debenture Trustee has agreed to act as a debenture trustee in respect of this Issue has been annexed to this Information Memorandum as Annexure III.

- 6.18 Names of all the recognised stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange.

The Debentures are proposed to be listed on the WDM segment of the NSE.

- 6.19 Other details:

- (a) DRR Creation – Relevant regulations and applicability

As per Section 71 of the Companies Act, any company that intends to issue debentures must create a debenture redemption reserve to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures.

- (b) Issue / instrument specific regulations – relevant details (Companies Act, RBI guidelines, etc.)

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act, the SEBI Debt Listing Regulations and the applicable RBI guidelines.

- (c) Application process

The application process for the Issue is as provided in Section 8 of this Information Memorandum.

- 6.20 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of the Company between 10.00 am to 4.00 pm on working days.

[Handwritten signatures]

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer
2	Board Resolution dated February 16, 2015 authorizing issue of Debentures offered under the terms of this Disclosure Document
3	Shareholder Resolution dated March 12, 2015 authorizing the borrowing by the Company.
4	Shareholder Resolution dated March 12, 2015 authorizing the issue of non-convertible debentures by the Company.
5	Copies of Annual Reports of our Company for the last three financial years
6	Credit rating letter from the Rating Agency
7	Letter from SBICAP Trustee Company Ltd giving its consent to act as Debenture Trustee
8	Letter for Register and Transfer Agent
9	Certified true copy of the certificate of incorporation of the Company
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the National Securities Depository Limited/CDSL
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

6.21 Details of Debt Securities Sought to be Issued

Under the purview of current document, the Issuer intends to raise an amount of Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores Only) by issue of Unsecured Rated Listed Redeemable Non-Convertible Debentures, on a private placement basis.

For further details of the Debentures, please refer to the terms and conditions of the debentures set out in SECTION 7: of this Information Memorandum.

6.22 Issue Size

The aggregate issue size for the Debentures is of Rs 250,00,00,000/- (Rupees Two Hundred and Fifty Crores Only).

6.23 Utilization of the Issue Proceeds

The Debentures are being issued by the Issuer in the form of subordinated debt and shall not be redeemed any time prior to the repayment in full of the Senior Lender (unless otherwise permitted). The Issuer shall use the proceeds from the issue of the Debentures to part finance the cost of the Project and meet other Issue related expenses

6.24 Issue Details

Security Name	9.81% L&T MRHL 2035
Issuer	L&T Metro Rail (Hyderabad) Limited
Type of Instrument	Unsecured Rated, Listed, Redeemable, Non-Convertible Debentures
Nature of Instrument	Unsecured

Seniority	Subordinated
Mode of Issue	Private Placement
Eligible Investors	As mentioned in paragraph Error! Reference source not found.
Listing	Proposed to be listed on the WDM of the BSE within a maximum period of 20 (Twenty) calendar days from the Deemed Date of Allotment. In case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment, the Issuer shall make payment to the Debenture Holders of penal interest calculated on the face value of the Debentures at the rate of 1% p.a. over the Coupon Rate from the expiry of 30 (Thirty) days from the Deemed Date of Allotment till the listing of the Debentures.
Rating of the Instrument	Provisional [ICRA] AA (SO) by ICRA
Issue Size	Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crores Only)
Option to retain oversubscription	No
Objects of the Issue	To raise subordinated debt to the extent of Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crores Only).
Details of the utilization of the Proceeds	The proceeds of the Issue will be deposited into the Escrow Account and be used to part finance the cost of the Project
Coupon Rate	Coupon shall be payable at 5% (Five Percent) until June 18, 2018 with an additional one-time payment of Rs 1,63,196 per each Debenture, payable on the sixth Coupon Payment Date being June 18, 2018. Coupon shall be revised from the existing Coupon Rate to 9.81% (Nine Decimal Point Eight Percent) with effect from June 18, 2018 until the Maturity Date.
Step Up/ Step Down Coupon Rate	NA
Coupon Payment Frequency	Semi-annual
Coupon payment dates	June 18 and December 18 of each year, with the final Coupon Payment being on the Maturity Date.
Coupon Type	Fixed
Coupon Reset Process	NA
Day Count Basis	Actual / Actual
Interest on Application Money	Interest shall be payable on all application monies received at the Coupon Rate payable at applicable Coupon Rate from the date of receipt of subscription amount in relation to the Debentures by the Company until the Deemed Date of Allotment and the same shall be paid to the Debenture holder in accordance with the terms of the Debenture Trust Deed.

Default Interest Rate	In the event of a payment default of the amounts due under this Issue (whether by way of acceleration, at maturity or otherwise), the Issuer shall pay an additional 2% (Two Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default, as applicable. In all other cases of an Event of Default, the Issuer shall pay an additional 0.50% (Zero Decimal Point Five Percent) per annum over and above the applicable Coupon Rate.
Tenor	20 (Twenty) years from the Deemed Date of Allotment.
Redemption Date	The date falling at the expiry of 20 (Twenty) years from the Deemed Date of Allotment being June 18, 2035.
Redemption Amount	The face value of the Debentures, plus the accrued Coupon, plus Default Interest (if any) payable under the Transaction Documents on the Redemption Date.
Redemption Premium/Discount	N.A.
Issue Price	At par, i.e. Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture.
Discount at which security is issued and the effective yield as a result of such discount	NA
Put Option Date	Shall mean the date(s) falling at the expiry of the 10 th (Tenth) year and the 15 th (Fifteenth) year from the Deemed Date of Allotment being June 18, 2025 and June 18, 2030 respectively
Put Option Price	Amount equivalent to the face value of all the Debentures being redeemed and interest, due and payable and other unpaid interests as on the date of the Put Notice.
Call Option Date	Shall mean the date(s) falling at the expiry of the 10 th (Tenth) year and 15 th (Fifteenth) year, from the Deemed Date of Allotment being June 18, 2025 and June 18, 2030 respectively.
Call Option Price	Amounts equivalent to the face value of all the Debentures and interest, due and payable and other unpaid interests as on the date of the Call Notice.
Put Notification Time	<p>The Debenture Trustee shall (acting on the instructions of each Debenture Holder) provide notice in writing to the Issuer at least 60 (sixty) calendar days prior to the relevant Put Option Date.</p> <p>Upon receipt of the notice, the Issuer shall compulsorily redeem the Debentures identified in the notice on the relevant Put Option Date by making payment into the Debenture Collection and Payout Account, the outstanding face value of the Debentures (identified in the notice) and accrued Coupon in relation thereto.</p>

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<p>Call Notification Time</p>	<p>In the event if the Issuer is desirous of exercising the Call Option, the Issuer shall provide notice to the Debenture Holders (with a copy marked to the Debenture Trustee) in relation to exercise of the Call Option at least 60 (sixty) calendar days prior to the relevant Call Option Date.</p> <p>Upon issuance of the notice, the Issuer shall compulsorily redeem the Debentures (or part thereof) identified in the notice on the relevant Call Option Date by making payment into the Debenture Collection and Payout Account, the outstanding face value of the said Debentures (or part thereof as identified in the notice) and accrued Coupon in relation thereto.</p>
<p>Accelerated Put Option</p>	<p>The Debenture Trustee (acting on the instructions of each Debenture Holder seeking to exercise the Accelerated Put Option) shall have the right, but not an obligation, to require the Issuer to buy the Debentures from such Debenture Holders in full or in part any time during the Tenor by giving 30 (thirty) calendar days notice if any of the Accelerated Put Events occur and upon such exercise of the Accelerated Put Option by the Debenture Trustee, the Issuer shall be under an obligation to redeem the said Debentures:</p> <p>Accelerated Put Events shall include <i>inter alia</i>:</p> <ul style="list-style-type: none"> (a) material breach of terms of this term sheet including failure to repay the Debentures on the due date(s). (b) Issuer is in breach of material covenants and the same has not been cured within a period of 60 (Sixty) Business Days (c) Winding up proceedings against the Issuer. (d) The Promoter losing management control of the Issuer and/or failing to maintain at least 51% shareholding in the Issuer during the tenure of the Debentures (e) Credit Rating of the Debentures is downgraded below "AA (-) (SO)". (f) Failure to make payment of the Coupon on the Coupon Payment Date(s) (g) Failure of the Issuer to satisfy the payment of the Debentures on any Due Date. (h) Any loans availed of by the Issuer from any bank or financial institution and/or any debentures issued by the Issuer are accelerated or are otherwise declared to be immediately due and payable as a result of an event of default howsoever described where such acceleration or declaration could have a material impact on the ability of the Issuer to discharge its obligations under the terms of the Transaction Documents. (i) Termination of the Concession Agreement by the GoAP arising on the occurrence of a Concessionaire Default (as defined in the Concession Agreement) or by the Issuer. (j) Issuer goes into liquidation / winding-up / insolvency

<p>Promoter Put Option</p>	<p>The Debenture Trustee (acting on the instructions of each Debenture Holder) shall have the right to require the Promoter to purchase the Debentures from the said Debenture Holders, on the occurrence of any of the following event(s) :</p> <p>(a) A Put Notice has been issued by the Debenture Trustee to the Company and monies sufficient to redeem the Debentures on the relevant Put Option Date are not available in the Debenture Collection and Payout Account on the day being 5 (Five) calendar days prior to the Put Option Date; or</p> <p>(b) A Call Notice has been issued by the Debenture Trustee to the Company and monies sufficient to redeem the Debentures on the relevant Call Option Date are not available in the Debenture Collection and Payout Account on the day being 5 (Five) calendar days prior to the Call Option Date; or</p> <p>(c) If monies sufficient to redeem the Debentures on the Maturity Date are not available in the Debenture Collection and Payout Account on the day being Five (Five) calendar days prior to the Maturity Date; or</p> <p>(d) An Accelerated Put Option Notice has been issued by the Debenture Trustee to the Company and monies sufficient to redeem the Debentures on the Accelerated Put Option Date are not available in the Debenture Collection and Payout Account on the day being 5 (Five) calendar days prior to the Accelerated Put Option Date.</p> <p>The Promoter shall purchase the Debentures as per the terms of the Option Agreement on or prior to the Put Option Date or the Call Option Date or the Maturity Date or the Accelerated Put Option Date as applicable.</p>
<p>Promoter Support Undertaking</p>	<p>The Company shall furnish an irrevocable and unconditional undertaking from L&T IDPL, to fund any Coupon shortfall, for every coupon period, in the Subordinated Debt Service Sub-Account 3 (Three) calendar days before every Coupon Payment Date. The Promoter shall ensure that the Company is funded in order to be able to meet its Coupon payment obligations and to do all such acts so as to ensure the Company is able to discharge the Coupon, which obligation shall continue till the Coupon is paid on the relevant Coupon Payment Date(s).</p>
<p>Subordinated Debt Service Sub-Account</p>	<p>The Issuer shall open a sub-account within the main Escrow Account for the purpose of servicing the Debentures.</p>
<p>Debenture Collection and Payout Account</p>	<p>Separate no-lien bank account opened by the Issuer and operated by the Debenture Trustee for receipt of funds from the Escrow Account and payment thereof to the Debenture Holders on the respective Due Dates.</p>
<p>Face Value</p>	<p>Rs. 10,00,000/- (Rupees Ten Lakhs Only)</p>

Minimum Application and in multiples of Debt Securities thereafter	10 and in Multiples of 1 thereafter
Issue Timing	Issue Opening Date: June 18, 2015 Issue Closing Date: June 18, 2015 Pay-in Date: June 18, 2015 Deemed Date of Allotment: June 18, 2015. All documentation being the Information Memorandum, Board Resolution, Rating Letter and the Appointment of Trustees to be completed and made available to the Sole Arranger, 1 (One) business day prior to Issue Opening Date.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Cheque / NEFT/ RTGS
Depository(ies)	NSDL and CDSL
Business Day Convention	In case any Coupon Payment Date falls on a day which is not a Business Day the payment to be made on such Due Date shall be made on the next Business Day, except where the Redemption Date/or the due date for the performance of any event falls on a day which is not a Business Day, in which case all payments to be made on the Redemption Date (including accrued Coupon), or the due date in respect of the performance of such event shall be made on the immediately preceding Business Day.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date which shall be the date falling 7 (Seven) calendar days prior to any Due Date. It is clarified however that, in the event of the exercise of the Promoter Put Option, the Debenture Holder, on the relevant Due Date, shall be the Promoter.
Transaction Documents	Shall be as set out in Clause 7.1 below
Conditions Precedent to Disbursement	The initial Debenture Holders shall subscribe to the Debentures subject to the following conditions being met: 1. Execution of the Information Memorandum, the Promoter Support Undertaking and the Option Agreement. 2. The Rating Agency issuing the provisional rating letter assigning the rating 'AA 'SO'' to the Debentures. 3. The Transaction Documents to which the Company is a party having been submitted to the GoAP and are approved.
Conditions Subsequent to Disbursement	1. Execution of the remaining Transaction Documents within 60 days from the Deemed Date of Allotment. 2. Filing of the relevant documents inter alia private placement

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	<p>offer letter, return of allotment etc. with the ROC within the timelines specified under the rules under the Companies Act, 2013.</p> <ol style="list-style-type: none"> 3. Completion of listing of Debentures on the stock exchange within 20 days from the Deemed Date of Allotment. 4. The Issuer shall also obtain a legal opinion on the enforceability of the Transaction Documents. 5. The final rating of the Rating Agency being received within 60 days from the Deemed Date of Allotment. 6. Issuer shall also get the Debentures rated by a second accredited rating agency within 60 days from the Deemed Date of Allotment.
Events of Default	As per Clause [12] of the Debenture Trust Deed
Provisions related to Cross Default Clause	As per Clause [12] of the Debenture Trust Deed
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Covenants	As per Clause [9] of the Debenture Trust Deed.
Representations and Warranties	As per Clause [7] of the Debenture Trust Deed.
Illustration of Bond Cash Flows	Kindly refer to Annexure VI of this Information Memorandum.
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Hyderabad.

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SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue ("Transaction Documents"):

- (a) Debenture Trustee Agreement, which will confirm the appointment of SBICAP Trustee Company Limited as the Debenture Trustee ("Debenture Trustee Agreement");
- (b) Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer ("Debenture Trust Deed");
- (c) Option Agreement, to be executed between the Debenture Trustee and the Promoter, in relation to the put option provided by the Promoter to the Debenture Holder(s) ("Option Agreement");
- (d) Promoter Support Undertaking, which shall set out the obligations of the Promoter to fund the shortfall in the Coupon Amounts under this Issue ("Promoter Support Undertaking");
- (e) The Supplementary Escrow Agreement dated March 1, 2011 entered into by an between the Company, Senior Lenders, the Lender's Agent and the Escrow Bank as further amended by the amendment agreement dated December 28, 2012 ("Supplementary Escrow Agreement") and
- (f) Amendment Agreement to the Supplementary Escrow Agreement dated March 1, 2011 to be executed between the Debenture Trustee, Senior Lenders, the Escrow Bank and the Lenders' Agent and the Issuer ("Amendment Agreement");
- (g) This Information Memorandum;
- (h) The Escrow Agreement dated March 1, 2011, entered into by and between the Company, GoAP, the Escrow Bank and the Lenders' Agent ("Escrow Agreement").
- (i) Such other document as agreed to between the Issuer and the Debenture Trustee.

The Issuer shall ensure that all Transaction Documents shall be executed by it on or prior to the Issue Closing Date.

7.2 Representations and Warranties of the Issuer

The representations and warranties of the Issuer shall be in accordance with Clause 7 of the Debenture Trust Deed.

7.3 Covenants of the Issuer

The covenants of the Issuer shall be in accordance with Clause 9 of the Debenture Trust Deed.

7.4 Events of Default

The Events of Default of the Issuer shall be in accordance with Clause 12 of the Debenture Trust Deed.

7.5 Consequences of Events of Default

Upon the happening of an Event of Default, the Debenture Trustee shall be entitled to exercise any and all remedies in accordance with the terms contained in the Transaction Documents.

SECTION 8: OTHER INFORMATION AND ISSUE PROCEDURE

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, the Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of the Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debentures shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and the Applicable Laws. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and the Applicable Laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of debenture holders maintained by the R&T Agent as on the Record Date, under all circumstances. It is clarified however that, in the event of the exercise of the Promoter Put Option, the Debenture Holder, on the relevant Due Date, shall be the Promoter. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialised form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

8.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/NEFT /RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the relevant Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by cheque / NEFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

8.3 Trustee for the Debenture Holder(s)

The Issuer has appointed SBICAP Trustee Company Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/ intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorised officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf

of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of the principal and Coupon thereon and the Debenture Trustee will take necessary action, subject to and in accordance with the Transaction Documents, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, consistently fails to do so. The Transaction Documents shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

8.4 Sharing of Information

The Issuer may, at its option, but subject to Applicable Law, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

8.5 Debenture Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any rights and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) of or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which in the opinion of the Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holders.

For the avoidance of doubt, any amendment to the terms and conditions of the Debentures or the Transaction Documents will require the consent of the Majority Debenture Holders, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holders.

8.7 Right to accept or reject Applications

The Board of Directors of the Issuer reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

8.8 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holders through registered post, recognised overnight courier service, hand delivery or by facsimile transmission addressed to such Debenture Holder at its/his registered address or facsimile number.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, recognised overnight courier service, hand delivery or by facsimile transmission to the Issuer/Debenture Trustee or to such persons at such address/ facsimile number as may be notified by the Issuer/Debenture Trustee from time to time through suitable communication. Provided however, that in case of a notice delivered by facsimile, the party delivering such notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognised overnight courier service. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".

Notice(s) shall be deemed to be effective (a) in the case of registered mail, 3 (Three) Business Days after posting; (b) 1 (One) Business Day after delivery by recognised overnight courier service, if sent for next business day delivery (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (d) in the case of personal delivery, at the time of delivery.

8.9 Issue Procedure

Only eligible investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and /or redemption warrants.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand draft(s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located at New Delhi. If permitted, the applicant may transfer payments required to be made in any relation by NEFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

8.10 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Information Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

8.11 Fictitious Application

All fictitious applications will be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over-subscription, priority will be given to potential Investors on a first come first

serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

8.13 Payment Instructions

The Application Form should be submitted along with cheque(s)/draft(s) favouring "L&T Metro Rail (Hyderabad) Limited", crossed "Account Payee Only" should be tendered through the Sole Arranger. The entire amount of Rs. 10,00,000/- (Rs. Ten Lakhs only) per Debenture is payable along with the making of an application. Applicants can alternatively remit the application amount through RTGS on the Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name : L&T Metro Rail (Hyderabad) Limited
IFSC Code : SBIN0013039
Bank Account No. : 31646069956

8.14 Eligible Investors

The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

- (a) Mutual Funds
- (b) Non-banking finance companies
- (c) Provident Funds and Pension Funds
- (d) Corporates
- (e) Banks
- (f) Qualified Foreign Investors
- (g) Foreign Institutional Investors
- (h) Foreign Portfolio Investors
- (i) Insurance Companies
- (j) Investment holding companies of high net worth individuals
- (k) Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures.

All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

Note: Participation by potential Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.15 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.

- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details maintained with the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the R&T Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For Allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/its DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/its demographic details given in the Application Form *vis-a-vis* those with his/its DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.16 Depository Arrangements

The Issuer shall make necessary arrangement with NSDL and CDSL for issue and holding of Debenture in dematerialised form.

8.17 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of all monies payable in respect of the Debentures.

8.18 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority, as the case may be, along with the names and specimen signature(s) of all the authorised signatories of the potential Investor and the tax exemption certificate/document of the potential Investor, if any, must be lodged along with the submission of the completed Application Form. Further

modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with the memorandum and articles of association and/or bye-laws along with other constitutional documents of such applicant must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorised signatories must also be lodged along with the submission of the completed Application Form.

8.19 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Form duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of

- (a) SEBI registration certificate;
- (b) Resolution authorising the investment and containing operating instructions;
- (c) Specimen signature of the authorised signatories.

8.20 Documents to be provided by potential Investors

Potential Investors need to submit the following documents, as applicable

- (a) Memorandum and articles of association or other constitutional documents;
- (b) Resolution authorising investment;
- (c) Certified true copy of the Power of Attorney;
- (d) Specimen signatures of the authorised signatories duly certified by an appropriate authority;
- (e) SEBI registration certificate (for Mutual Funds);
- (f) Copy of PAN card to be submitted;
- (g) Application Form (including RTGS details).

8.21 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through cheque / NEFT/RTGS.

8.22 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative (being the liquidator) of the Debenture Holder appointed by a competent court.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such legal representation, in order to recognise any person as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on the production of sufficient documentary proof and an indemnity.

8.23 Mode of Payment

All payments must be made through cheque(s)/ demand draft(s)/NEFT/RTGS as set out in the Application Form.

8.24 Effect of Holidays

In case any Due Date falls on a day which is not a Business Day the payment to be made on such Due Date shall be made on the next Business Day, except where the Redemption Date falls on a day which is not a Business Day, in which case all payments to be made on the Redemption Date (including accrued Coupon), shall be made on the immediately preceding Business Day.

8.25 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agent of the Issuer at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non deduction of tax at source on interest on application money, should be submitted along with the Application Form.

8.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, will be credited in dematerialised form within 2 (Two) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within a maximum of 7 (Seven) Business days from the Deemed Date of Allotment.

8.27 Deemed Date of Allotment

All the benefits under the Debentures, will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is June 18, 2015 by which date the Investors would be intimated of Allotment.

8.28 Record Date

The Record Date will be 7 (Seven) calendar days prior to any Due Date.

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8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (Seven) Business Days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from the applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which Allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

8.30 Interest on Application Money

Interest shall be payable on all application monies received at the rate of 5% (Five Percent) from the date of realisation of the application monies by the Issuer till the Deemed Date of Allotment and the same shall be paid to the relevant Investors on the Redemption Date of the Debentures.

8.31 PAN

Every applicant should mention its Permanent Account Number ("PAN") allotted under the Income Tax Act, 1961, on the Application Form and attach a self attested copy as evidence. Application Forms without PAN will be considered as incomplete and are liable to be rejected.

8.32 Payment on Redemption

Payment on redemption will be made by way of cheque / NEFT / RTGS in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the relevant Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. It is clarified however that, in the event of the exercise of the Promoter Put Option, the Debenture Holder, on the relevant Due Date, shall be the Promoter. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

Disclaimer: Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorisations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

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SECTION 9: DECLARATION

The Issuer declares that all the relevant provisions in the regulations/guidelines issued by SEBI and other Applicable Laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other Applicable Laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

For and on behalf of
L&T Metro Rail (Hyderabad) Limited

Authorized Signatories 

Information Memorandum
Circulation Only

Private & Confidential - For Private

(This Information Memorandum is neither a prospectus
nor a Statement in Lieu of Prospectus)

ANNEXURE I: TERM SHEET

As per Clause 6.24 above

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Information Memorandum
Circulation Only

Private & Confidential - For Private

(This Information Memorandum is neither a prospectus
nor a Statement in Lieu of Prospectus)

ANNEXURE II: RATING LETTER AND RATING RATIONALE





ICRA Limited

VALIDITY OF THE RATING IS SUBJECT TO COMPLIANCE WITH THE TERMS
OF THE STRUCTURED OBLIGATION

CONFIDENTIAL

Ref No: ICRA/SPR/HYD/15-16/2488

Date: Jun 11, 2015

Mr. J Ravi Kumar
Chief Financial Officer,
L&T Metro Rail (Hyderabad) Limited,
4th Floor, Quadrant 3&4,
Cyber Towers, Madhapur,
Hyderabad - 500 081.

Dear Sir,

Re: ICRA Provisional Rating for proposed Rs. 1000 crore NCD programme of L&T Metro Rail (Hyderabad) Limited (MRHL)

Please refer to your Rating Requisition Form and the subsequent Rating Agreement for carrying out the rating of the aforesaid debt programme. The Rating Committee of ICRA, after due consideration, has assigned rating of Provisional [ICRA]AA(SO) to the proposed NCDs to be issued under the captioned debt programme. The rating carries a Stable outlook.

Instruments with [ICRA]AA rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. For the long term ratings modifiers {"+" (plus) / "-" (minus)} can be used with the rating symbols for the categories [ICRA]AA to [ICRA]C. The modifiers reflect the comparative standing within the category. The letters "SO" in parenthesis suffixed to a rating symbol stand for Structured Obligation. An SO rating, is specific to the rated issue, its terms and its structure. SO ratings do not represent ICRA's opinion on the general credit quality of the issuers concerned.

The rating is based on the strength of Sponsor Support Undertaking (SSU) and Put option provided on the NCDs by L&T Infrastructure Development Projects Limited (IDPL; rated [ICRA]AA Stable).

Please note that the provisional rating is subject to fulfilment of all conditions under the structure as mentioned to ICRA, the Issuer providing an independent legal opinion on the transaction from an external legal counsel, and the executed documentation being in line with the drafts shared with ICRA.

In any of your publicity material or other document wherever you are using our above rating, it should be stated as "Provisional [ICRA]AA(SO) (Stable)". We would appreciate if you can sign on the duplicate copy of this letter and send it to us within 10 days from the date of this letter as confirmation about the use of the assigned rating. Any intimation by you about the above ratings to any Banker/Lending Agency/Government Authorities/Stock Exchange would constitute use of this rating by you.

The rating is subject to MRHL ensuring compliance with the structure submitted to ICRA and the conditions / payment mechanism mentioned in Annexure 1. The final rating will be assigned after the transaction documentation—as vetted by ICRA—is executed. The rating is specific to the terms and conditions of the proposed debt programme as was indicated to us by you and any change in the terms or size of the proposed debt programme would require the rating to be reviewed by us. If there is any change in the terms and conditions or size of the debt programme rated, as above, the same must be

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Tel. : + 91 - 124 - 4546300
Fax : + 91 - 124 - 4050424
CIN : L74938DL1991PLC042749

website : www.icra.in
email : info@icraindia.com

Registered Office : 1105, Kalafush Building, 11th Floor, 28 Kasturba Gandhi Marg, New Delhi - 110001. Tel. : +(91-11) 23357940-50 Fax : +(91-11) 23357014

RATING • RESEARCH • INFORMATION

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brought to our notice before the issue of the programme. If there is any such change after the rating is assigned by us and confirmed to use by you, it would be subject to our review and may result in change in the rating assigned.

ICRA reserves the right to suspend, withdraw or revise the above rating at any time on the basis of new information or unavailability of information or such other circumstances, which ICRA believes, may have an impact on the rating assigned to you. The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold the instrument to be issued by you.

You are required to forthwith inform us about any default or delay in repayment of interest or principal amount of the debt programme rated, as above, or any other debt instruments/ borrowing. You are also required to keep us forthwith informed of any other developments which may have a direct or indirect impact on the debt servicing capability of the company including any proposal for re-schedulement or postponement of the repayment programmes of the dues/ debts of the company with any lender(s) / investor(s).

If the debt programme rated, as above, is not issued/ availed by you within a period of 2 months from the date of the letter communicating the rating, the same would stand withdrawn unless revalidated before expiry of the 2 months.

You are required to inform us immediately as and when the borrowing limit for the instrument/loan facility rated, as above, or as prescribed by the regulatory authority (ias) is exceeded.

We thank you for your kind cooperation extended during the course of the rating exercise. Should you require any clarification, please do not hesitate to get in touch with us.

With kind regards,

Yours sincerely,

For ICRA Limited

A handwritten signature in black ink, appearing to read 'K. Ravichandran', written over a horizontal line.

K. Ravichandran
Senior Vice President

A handwritten signature in black ink, appearing to read 'T. Raghunath', written over a horizontal line.

Raghunath T
Senior Analyst

Two sets of handwritten initials or marks in the bottom right corner of the page, one appearing to be 'R' and the other 'T'.



Annexure I

The rating assigned by ICRA is based on the transaction structure contained in the term sheet / Information Memorandum and the conditions mentioned herein –

Issuer:	L&T Metro Rail (Hyderabad) Limited (MRHL/ Issuer) would issue listed, unsecured and redeemable non-convertible debentures (NCDs) of Face Value of upto Rs. 1000 crore.
Sponsor/ Parent:	L&T Infrastructure Development Projects Ltd (IDPL/ Sponsor)
Debenture Trustee:	IDBI Trusteeship Services Limited (Trustee)
Coupon Payment:	The coupon on the NCDs is fixed and would be payable on a semi-annual basis.
Maturity Date:	NCDs would have a tenure of 20 years from the deemed date of allotment. The principal amount on the NCDs would be payable in one bullet instalment on the scheduled maturity date.
Issuer Put/ Call Option on the NCDs:	At the end of 10 years and 15 years from the deemed date of allotment.
Sponsor Support:	Sponsor support is available to the Trustee through two distinct sources: a) Sponsor Support Undertaking (SSU) for meeting coupon payment b) Put Option from the Sponsor (for NCD redemption) The Sponsor's obligation under the above would be unconditional and irrevocable. It would cover all payments that may fall due on the NCDs.
Letter of Comfort from Larsen & Toubro Limited	Larsen & Toubro Limited (L&T) through a Letter of Comfort (LOC) shall confirm that it shall ensure that IDPL is operated and maintained in such a manner so as to meet its entire obligation to bond holders under the transaction documents in timely manner.
Compliance:	MRHL shall ensure that all the terms & conditions of the transaction structure (including execution of the transaction documents and opening the necessary bank accounts), as stated herein are complied with, within 90 days from the transaction execution. MRHL shall send the final draft version of the transaction documents to ICRA at least two working days prior to their execution. Once the transaction documents are executed, the Trustee shall confirm to ICRA about the same.
NCD Sub Account and Debenture Collection & Payout Account:	A separate no-lien account (Debenture Collection & Payout Account) would be opened by the Issuer. Proceeds lying in this account can be used either for servicing the debt payment of the NCD investors, or for investing in the permitted list of securities (Permitted Investments), as per the terms of the transaction. Proceeds from the NCD Sub Account (under the overall Escrow Account) would be moved to the Debenture Collection & Payout Account for meeting the NCD payment. If the same does not happen due to any reason, the Sponsor would be obligated to directly fund the Debenture Collection & Payout Account (for the

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	coupon payment). Proceeds realised from the Sponsor on exercise of Put option on the Sponsor would directly come into the account of the NCD investors.								
Accelerated Put Event:	<p>Accelerated Put Event would include the following:</p> <ul style="list-style-type: none"> • Breach of any representation or warranty by the Issuer • Cross-default by the Issuer on its other debt • Winding up/ Insolvency proceedings being initiated against the Issuer • Breach of any covenant • Sponsor diluting its shareholding in the Issuer to a level below 51% during the tenure of the NCDs • Sponsor ceasing to maintain management control over the Issuer during the tenure of the NCDs 								
Rating Downgrade Event:	Rating of the NCDs gets downgraded to a level below [ICRA]AA-(SO) or non-continuation of the rating assigned to the NCDs due to any reason.								
Consequences of Accelerated Put Event/ Rating Downgrade Event:	Upon occurrence of any Accelerated Put Event/ Rating Downgrade Event, the Trustee would have the right to accelerate the NCDs. If the Trustee exercises this right, the due date of payment on the NCDs would be 30 days from the date the acceleration notice is sent by the Trustee.								
Payment Mechanism:	<p>The payment mechanism for the transaction is given in detail below.</p> <p>For scheduled interest payment (T is the due date of interest payment)</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 10%;">T-5</td> <td>Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Debenture Trustee (Trustee) would mandatorily invoke the Sponsor Support Undertaking (SSU) on the same day and ask the Sponsor to fund the requisite amount in the NCD Sub Account by T-3.</td> </tr> <tr> <td>T-3</td> <td>Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account.</td> </tr> <tr> <td>T-1</td> <td>If the funds cannot be transferred from the NCD Sub Account to the Debenture Collection & Payout Account (as mentioned above) due to any reason, the Sponsor would fund the requisite amount in the Debenture Collection & Payout Account on this day.</td> </tr> <tr> <td>T</td> <td>Payment of funds lying in Debenture Collection & Payout Account to the NCD investors.</td> </tr> </table> <p>The Sponsor would also be obligated to pay under the SSU, even if the Trustee doesn't invoke the SSU by sending a demand notice to the Sponsor due to any reason.</p>	T-5	Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Debenture Trustee (Trustee) would mandatorily invoke the Sponsor Support Undertaking (SSU) on the same day and ask the Sponsor to fund the requisite amount in the NCD Sub Account by T-3.	T-3	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account.	T-1	If the funds cannot be transferred from the NCD Sub Account to the Debenture Collection & Payout Account (as mentioned above) due to any reason, the Sponsor would fund the requisite amount in the Debenture Collection & Payout Account on this day.	T	Payment of funds lying in Debenture Collection & Payout Account to the NCD investors.
T-5	Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Debenture Trustee (Trustee) would mandatorily invoke the Sponsor Support Undertaking (SSU) on the same day and ask the Sponsor to fund the requisite amount in the NCD Sub Account by T-3.								
T-3	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account.								
T-1	If the funds cannot be transferred from the NCD Sub Account to the Debenture Collection & Payout Account (as mentioned above) due to any reason, the Sponsor would fund the requisite amount in the Debenture Collection & Payout Account on this day.								
T	Payment of funds lying in Debenture Collection & Payout Account to the NCD investors.								



For scheduled principal redemption (T is the due date of principal redemption)	
T-5	Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T-5	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.
T	Payment of funds lying in the Debenture Collection & Payout Account to the NCD investors (In case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).
<p>The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD investors is on the Sponsor (Sponsor would get the account details of the NCD investors from the R&T Agent to do so, if required).</p> <p>For Put option exercise on the Issuer/ Call option exercise by the Issuer (T is the Put/ Call Option Settlement Date)</p>	
T-60	Date on which the Put/ Call Option notification is provided by the Trustee/ Issuer if either party decides to exercise the option
T-5	Date by which Issuer has to fund the option proceeds in the NCD Sub Account. If the same does not happen, the Debenture Trustee (DT) would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T-5	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.

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T	Payment of funds lying in the Debenture Collection & Payout Account to the NCD investors (in case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).
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The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD investors is on the Sponsor (Sponsor would get the account details of the NCD investors from the R&T Agent to do so, if required).

On occurrence of Accelerated Put Event / Rating Downgrade Event

If the NCDs get accelerated, all amounts due under the NCDs (including interest accrued if any) would become due and payable after a period of 30 days from the date acceleration notice is sent by Trustee.

T	Date on which the NCDs stand accelerated
T+25	Date by which Issuer has to fund the option proceeds in the NCD Sub Account. If the same does not happen, the Debenture Trustee (DT) would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T+30.
T+25	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T+30.
T+30	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.
T+30	Payment of funds lying in the Debenture Collection & Payout Account to the NCD investors (in case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).

The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD investors is on the Sponsor (Sponsor would get the account details of the NCD investors from the R&T Agent to do so, if required).

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**L&T METRO RAIL (HYDERABAD) LIMITED**

NCDs backed by Sponsor Support Undertaking and Put option from L&T Infrastructure Development Projects Limited

Instrument	Face Value (Rs. crore)	Tenure	Rating
NCDs	1000.0	20 years	Provisional [ICRA]AA(SO) Stable

Contacts

Kalpesh Gada
(91) 22 61143445
kalpesh@icraindia.com

Vibhor Mittal
(91) 22 61143440
vibhor@icraindia.com

Raghunath T
(91) 44 45964340
raghunath.t@icraindia.com

Website:

www.icra.in

Rating

Rating of Provisional [ICRA]AA(SO) [pronounced as Provisional ICRA Double A (Structured Obligation)] has been assigned to NCDs with an aggregate face value of upto Rs. 1000 crore¹ to be issued by L&T Metro Rail (Hyderabad) Limited (MRHL/ issuer), as mentioned in the table above¹. The rating assigned carries a stable outlook.

The rating for the NCDs is based on the strength of Sponsor Support Undertaking (SSU) and Put option on the NCDs provided by L&T Infrastructure Development Projects Limited (IDPL/Sponsor; rated [ICRA]AA (Stable)). The rating also factors the payment mechanism designed to ensure timely payment on the rated NCDs as per the terms of the transaction.

Key Features

- The NCDs would have a scheduled tenor of 20 years from the deemed date of allotment. The principal amount on the NCDs would be payable in one bullet instalment on the maturity date. The coupon amount would be payable on a semi-annual basis. The NCDs would also carry Issuer Put/Call option at the end of 10 years and 15 years from the deemed date of allotment.
- IDPL's obligations under the SSU and the Put option taken together would cover all Issuer obligations that may arise on the rated NCDs, as per the terms of the transaction documents.
- The payment mechanism is designed to ensure timely payment to the NCD investors, as per the terms of the transaction. The NCDs would be deemed to be extinguished pursuant to the settlement of the Put option by the Sponsor.
- This issuance is towards the mezzanine debt requirements of the company which constitutes 20% of the envisaged equity component of Rs. 3,439 crore and grant of Rs. 1,458 crore. (Total Project Cost of Rs. 16,375 crore; D:E ratio of 70:30).

¹ 100 lakh = 1 crore = 10 million

² For complete rating scale and definitions, please refer ICRA's website (www.icra.in) or other ICRA Rating Publications

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Issue Details

The key issue details are summarised in the table below.

Table 1: Key transaction details

Issuer/ Company:	L&T Metro Rail (Hyderabad) Limited (MRHL/ Issuer) would issue listed, unsecured and redeemable non-convertible debentures (NCDs) of Face Value of upto Rs. 1000 crore.
Sponsor/ Parent:	L&T Infrastructure Development Projects Ltd (IDPL/ Sponsor)
Debenture Trustee:	SBICAP Trustee Company Limited (Trustee)
Issue Amount:	Rs. 1000.0 crore
Coupon Payment:	The coupon on the NCDs is fixed and would be payable on a semi-annual basis.
Maturity Date:	NCDs would have a tenure of 20 years from the deemed date of allotment. The principal amount on the NCDs would be payable in one bullet instalment on the scheduled maturity date.
Issuer Put/ Call Option on the NCDs:	At the end of 10 years and 15 years from the deemed date of allotment.
Sponsor Support:	<p>Sponsor support is available to the Trustee through two distinct sources:</p> <p>a) Sponsor Support Undertaking (SSU) for meeting coupon payment</p> <p>b) Put Option from the Sponsor (for NCD redemption)</p> <p>The Sponsor's obligation under the above would be unconditional and irrevocable. It would cover all payments that may fall due on the NCDs.</p>
Letter of Comfort from Larsen & Toubro Limited:	Larsen & Toubro Limited (L&T) through a Letter of Comfort (LOC) would confirm that it shall ensure that IDPL is operated and maintained in such a manner so as to meet its entire obligation to bond holders under the transaction documents in a timely manner.
NCD Sub Account and Debenture Collection & Payout Account:	<p>A separate no-lien account (Debenture Collection & Payout Account) would be opened by the Issuer. Proceeds lying in this account can be used either for servicing the debt payment of the NCD Investors, or for investing in the permitted list of securities (Permitted Investments), as per the terms of the transaction.</p> <p>Proceeds from the NCD Sub Account (under the overall Escrow Account) would be moved to the Debenture Collection & Payout Account for meeting the NCD payment. If the same does not happen due to any reason, the Sponsor would be obligated to directly fund the Debenture Collection & Payout Account (for the coupon payment). Proceeds realised from the Sponsor on exercise of Put option on the Sponsor would directly come into the account of the NCD Investors.</p>
Accelerated Put Event:	<p>Accelerated Put Event would include the following:</p> <ul style="list-style-type: none"> • Breach of any representation or warranty by the Issuer

Jan

	<ul style="list-style-type: none"> • Cross-default by the Issuer on its other debt • Winding up/ Insolvency proceedings being initiated against the Issuer • Breach of any covenant • Sponsor diluting its shareholding in the Issuer to a level below 51% during the tenure of the NCDs • Sponsor ceasing to maintain management control over the Issuer during the tenure of the NCDs
Rating Downgrade Event:	Rating of the NCDs gets downgraded to a level below [ICRA]AA-(SO) or non-continuation of the rating assigned to the NCDs due to any reason.
Consequences of Accelerated Put Event/ Rating Downgrade Event:	Upon occurrence of any Accelerated Put Event/ Rating Downgrade Event, the Trustee would have the right to accelerate the NCDs. If the Trustee exercises this right, the due date of payment on the NCDs would be 30 days from the date the acceleration notice is sent by the Trustee.

Payment Mechanism

The payment mechanism for the transaction is given in detail below.

For scheduled interest payment (T is the due date of interest payment)

T-5	Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Debenture Trustee (Trustee) would mandatorily invoke the Sponsor Support Undertaking (SSU) on the same day and ask the Sponsor to fund the requisite amount in the NCD Sub Account by T-3.
T-3	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account.
T-1	If the funds cannot be transferred from the NCD Sub Account to the Debenture Collection & Payout Account (as mentioned above) due to any reason, the Sponsor would fund the requisite amount in the Debenture Collection & Payout Account on this day.
T	Payment of funds lying in Debenture Collection & Payout Account to the NCD Investors.

The Sponsor would also be obligated to pay under the SSU, even if the Trustee doesn't invoke the SSU by sending a demand notice to the Sponsor due to any reason.

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For scheduled principal redemption (T is the due date of principal redemption)

T-5	Date by which Issuer has to fund the NCD Sub Account. If the same does not happen, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T-5	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD Investors on T.
T	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.
T	Payment of funds lying in the Debenture Collection & Payout Account to the NCD investors (in case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).

The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD Investors is on the Sponsor (Sponsor would get the account details of the NCD Investors from the R&T Agent to do so, if required).

For Put option exercise on the Issuer/ Call option exercise by the Issuer (T is the Put/ Call Option Settlement Date)

T-60	Date on which the Put/ Call Option notification is provided by the Trustee/ Issuer if either party decides to exercise the option
T-5	Date by which Issuer has to fund the option proceeds in the NCD Sub Account. If the same does not happen, the Debenture Trustee (DT) would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T.
T-5	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD Investors on T.
T	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.
T	Payment of funds lying in the Debenture Collection & Payout Account to the NCD investors (In case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).

The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD Investors is on the Sponsor (Sponsor would get the account details of the NCD Investors from the R&T Agent to do so, if required).

[Handwritten signatures]

On occurrence of Accelerated Put Event / Rating Downgrade Event

If the NCDs get accelerated, all amounts due under the NCDs (including Interest accrued if any) would become due and payable after a period of 30 days from the date acceleration notice is sent by Trustee.

T	Date on which the NCDs stand accelerated
T+25	Date by which Issuer has to fund the option proceeds in the NCD Sub Account. If the same does not happen, the Debenture Trustee (DT) would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T+30.
T+25	Date on which the Trustee would move the funds from the NCD Sub Account to the Debenture Collection & Payout Account. If the funds cannot be transferred due to any reason, the Trustee would mandatorily exercise the Put Option on the Sponsor and ask the Sponsor to fund the requisite amount directly in the account of the NCD investors on T+30.
T+30	Date by which the Sponsor would be obligated to deposit the Put option proceeds directly into the account of the NCD investors, if the Put option is exercised on the Sponsor by the Trustee.
T+30	Payment of funds lying in the Debenture Collection & Payout Account to the NCD Investors (in case the required monies are available in the Issuer's Debenture Collection & Payout Account and Promoter Put Option is not exercised).

The onus of ensuring the timely payment of Put option proceeds directly into the account of the NCD investors is on the Sponsor (Sponsor would get the account details of the NCD investors from the R&T Agent to do so, if required).

The payment mechanism for the transaction is designed to ensure that all payments under the NCDs (either in the normal course or otherwise) are fully covered by SSU (for coupon payment) or Put option (for NCD redemption) from the Sponsor (IDPL). Proceeds from the Sponsor (if the Issuer does not pay and recourse on the Sponsor is required) would be available before the due date of payment on the NCDs. The NCDs would be deemed to be extinguished pursuant to the settlement of the Put option by the Sponsor and the rating will be withdrawn.

Sponsor Support Undertaking/ Put option from the Sponsor

The NCDs would be backed by SSU/ Put option on the NCDs from the Sponsor (rated [ICRA] AA stable in the long-term). IDPL's obligations under the SSU/ Put option would be unconditional and irrevocable. The rating for the NCDs is based on the strength of the SSU/ Put option on the NCDs from the Sponsor and the payment mechanism for the transaction designed to ensure timely payment on the NCDs.

The Sponsor would further undertake that pursuant to the exercise of the Put Option on the Sponsor, it would deposit requisite funds in the account of the NCD investors on the option settlement date, even if the NCDs cannot be transferred to the Sponsor due to any technical reason.

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Legal Opinion

ICRA expects MRHL to obtain legal opinion on the following issues:

- Sponsor's obligation under the Put option/ SSU is unconditional, irrevocable, legally valid and binding obligation of the Sponsor.
- The Stamp duty paid for execution of the transaction documents is adequate

Key Transaction Documentation

The following are the key transaction documents expected to be executed:

- Information Memorandum
- Debenture Trustee Agreement for appointment of the Trustee
- Debenture Trust Deed between the Issuer and the Trustee
- Escrow Account Agreement between Escrow Bank, the Issuer and the Lender's Agent
- Supplementary Escrow Account Agreement between the Escrow Bank, the Issuer, Lender's Agent and the Trustee
- Sponsor Support Undertaking between the Sponsor and the Trustee
- Put Option Agreement between the Sponsor and the Trustee

About the Issuer

L&T MRHL, a Special-Purpose Vehicle (SPV), was incorporated to undertake the implementation of the Hyderabad Metro Rail Project. The SPV is promoted by L&T Infrastructure Development Projects Limited (L&T IDPL) (99%) and L&T Limited (1%). The Concession Agreement was signed between GoAP and L&T MRHL on the 4th September, 2010. The project has been awarded to L&T MRHL on a long term Concession of 35 years, with an option for extension of the concession period further by another 25 years. The Project is being developed in Public Private Partnership (PPP) mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

The Hyderabad Metro Rail Project is proposed to be developed along three Corridors spanning 71.16 Km. in length. The brief details of the Corridors are as given under:

	Section	Length (Km)	Stations (no)
Corridor 1	Miyapur- LB Nagar	28.87	27
Corridor 2	JBS - Falaknuma	14.78	16
Corridor 3	Nagole - Shilparamam	27.51	23
	Total	71.16	66

The SPV is entitled to commercially develop the Parking & Circulation areas adjacent to 25 Stations (57 acres equivalent) and at the three Depots as per CA. The scope of this Project shall include, construction and procurement of the Rail System³ and Transit Oriented Development on the Site; and operation and maintenance of the Rail System. The total project cost of Rs 16375 crore is being funded through promoter's contribution of Rs.3439 crore (includes equity of Rs.2439 crore (15% of TPC) and unsecured loans of Rs. 1000 crore (6%)), Grant of Rs. 1458 crore (9%) and remaining through term loans of Rs.11478 crore (70%).

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About the Sponsor

L&T Infrastructure Development Projects Limited (formerly L&T Holdings Limited; rated [ICRA]AA (Stable)/ [ICRA]A1+) was promoted by Larsen & Toubro Limited (L&T) in February 2001 to act as the holding company for the various Infrastructure projects that are being developed by L&T. IDPL has promoted and executed several infrastructure projects through public-private partnership, in the field of highways and expressways, bridges, seaports/terminals, power transmission, airport, water supply, wind energy, real estate development, IT and industrial parks. The current investment portfolio of IDPL consists of 20 major projects; among which there are seventeen road/bridge projects, one port project², one power transmission project and one metro project. This apart, IDPL has also developed a 8.7 MW wind power project. All projects, other than the Wind Power project and the Nagpur SEZ project, are being developed in project specific SPVs.

May 2015

² Dhanra Port Company Limited, which was divested to Adani Ports & Special Economic Zone Limited in Q1 FY2014-15, ceased to be part of IDPL's portfolio



ICRA Limited

An Associate of Moody's Investors Service

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Tel.: +(91 11) 2335 7940-50; Fax: +(91 11) 2335 7014

CORPORATE OFFICE

Building No. 8, 2nd floor, Tower A, DLF Cyber City, Phase II, Gurgaon - 122002
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Email: info@icraindia.com; Website: www.icra.in

Branches: Mumbai: Tel: +(91 22) 24331046/53/62/74/86/87, Fax: +(91 22) 2433 1390 o Chennai: Tel + (91 44) 2434 0043/9659/8080, 2433 0724/3293/3294, Fax + (91 44) 2434 3663 o Kolkata: Tel + (91 33) 2287 0450, 2240 6617/8839, 2280 0008, Fax + (91 33) 247 0728 o Bangalore: Tel + (91 80) 2559 7401/4049 Fax + (91 80) 559 4065 o Ahmedabad: Tel + (91 79) 2658 4924/5049/2008, Fax + (91 79) 2658 4924 o Hyderabad: Tel +(91 40) 2373 5061/7251, Fax + (91 40) 2373 5152 o Pune: Tel + (91 20) 2552 0194/95796, Fax + (91 20) 553 9231

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Information Memorandum
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nor a Statement in Lieu of Prospectus)

ANNEXURE III: LETTER FROM THE DEBENTURE TRUSTEE

[Handwritten initials] *[Handwritten initials]*

Corporate Office: Apeejay House, 4th Floor,
3 Dinshaw Wacha Road, Churchgate, Mumbai - 400 020
Tel: 022-43025505 Fax: 022-2204 0163
Email: helpdesk@sbicaptrustee.com



**SBICAP Trustee
Company Ltd.**

No.0038/2015-2016/CL - 1251
Date : 12th June, 2016.

L&T Metro Rail (Hyderabad) Ltd
4th Floor, Cyber Towers, HITEC City, Madhapur
Hyderabad Andhra Pradesh
500081

Attn : Mr. Vinodh Kumar G V - Project Finance

Dear Sir,

Appointment of SBICAP Trustee Company Limited as Debenture Trustee for Issue of Rated,
unsecured, redeemable debentures aggregating to Rs. 1,000 crores

This is with reference to the appointment of SBICAP Trustee Company Limited as Debenture Trustee.

In this connection, we hereby give our consent to act as Debenture Trustee for the above assistance on the following terms :

1) Acceptance Fee	Rs. 1,50,000 plus applicable taxes (for 1st Tranche) and Rs. 1,00,000/- plus applicable taxes (for each subsequent tranches)
2) Annual Service Charges	Rs. 1,50,000/- p.a plus applicable taxes payable yearly in advance on 1st April each year from the date of execution of the documents or date of allotment of Bonds whichever is earlier. The Trusteeship remuneration will be payable by you till the time repayment / redemption of entire bonds and its satisfaction of charges in full.
3) Trust Settlement Fee	Rs. 1,000/- only.
4) Out of Pocket Expenses	On actual basis.

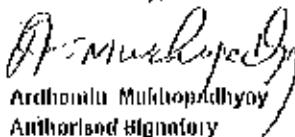
Overdue payment of Annual Services Charges, if any, may carry an interest at 12% (twelve percent) per annum payable from the due date till the date of actual payment.

We request you to kindly contact following officials :

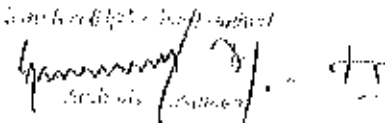
Ardhendu Mukhopadhyay contact no.022 - 43025502 Cell no.0879160002 and/or Deepak Dhondye contact no.022 - 43025514 Cell no.0879160014 for any assistance in future.

We keenly look forward for our association.

Yours faithfully,



Ardhendu Mukhopadhyay
Authorized Signatory





We accept the above terms
For

Authorized Signatory
(Signature with stamp)



TAX STATUS NON EXEMPT () EXEMPT () (IF EXEMPT PLEASE SPECIFY)

(IF EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTS FROM INCOME TAX
AUTHORITIES)

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in the Information Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the register of debenture holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

Details for Issue of Debentures in Electronic / Dematerialised Form

DEPOSITORY	NSDL () CDSL ()
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

FOR OFFICE USE ONLY	
DATE OF RECEIPT	DATE OF CLEARANCE

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Information Memorandum is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, the Arranger and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: (i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of the allotted Debentures, (ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, (iii) if the names of the Applicant in

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this application are not identical to and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Arranger (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. We undertake that upon sale or transfer to a subsequent investor or transferee ("Transferee"), we shall convey all the terms and conditions contained herein and in this Information Memorandum to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and the Arranger (and all such persons acting on its or their behalf) and also hold the Issuer and Arranger and each of such person harmless in respect of any claim by any Transferee.

Applicant's Signature

FOR OFFICE USE ONLY			
DATE OF RECEIPT	_____	DATE OF CLEARANCE	

(Note: Cheque and Demand Drafts are subject to realisation)

----- (TEAR HERE) -----

**L&T METRO RAIL (HYDERABAD) LIMITED
ACKNOWLEDGMENT SLIP**

(To be filled in by Applicant) SERIAL NO.									
---	--	--	--	--	--	--	--	--	--

Received from _____

Address _____	
Cheque/Draft/UTR # _____	Drawn on _____ for
Rs. _____	on account of application of _____ Debenture(s)

[Handwritten signatures]

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ANNEXURE V: LAST AUDITED FINANCIAL STATEMENTS

M.K. DANDEKER & CO.,
Chartered Accountants

Phone : +91-44-26222100
Fax : +91-44-25220721
E-mail : dandeker@vsnl.com
dandeker@elh.net

No. 244, (Old No.136),
Angappa Nalcken Street,
2nd Floor, CHENNAI - 600 001.
Branches : BANGALORE
HYDERABAD
MUMBAI

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF L&T METRO RAIL (HYDERABAD) LIMITED

Report on the Financial Statements

We have audited the accompanying financial statements of L&T Metro Rail (Hyderabad) Limited ("the Company"), which comprise the Balance Sheet as at 31st March, 2015, the Statement of Profit and Loss, the Cash Flow Statement for the year then ended, and a summary of the significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder. We conducted our audit in accordance with the Standards on Auditing specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the



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M.K.Dandekar & Co.
Chartered Accountants

purpose of expressing an opinion on whether the Company has in place an adequate internal financial controls system over financial reporting and the operating effectiveness of such controls.

An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at 31st March, 2015, and its loss and its cash flows for the year ended on that date.

Report on Other Legal and Regulatory Requirements

As required by Section 143 (3) of the Act, we report that:

- (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
- (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.
- (c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.
- (d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.
- (e) On the basis of the written representations received from the directors as on 31st March, 2015 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2015 from being appointed as a director in terms of Section 164 (2) of the Act.
- (f) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:



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i. Following are the pending litigations against the company

Nature of the litigation	Legislation under which litigation is pending	Authority involved in litigation	Current Status
Claim for labour welfare cess	Building and Other Construction Workers Cess Act, 1996 ('BOCW Cess Act')	1.State of Telangana - Labour, Employment, Training and Factories Department 2.The Joint Commissioner of Labour & Assessing Officer under BOCW Cess Act	Interim Stay has been extended until further notice by the High Court of Hyderabad vide order dated 9 th December 2014
Claim for stamp duty on EPC contract	Indian Stamp Act 1899, as applicable to State of Andhra Pradesh	Government of Andhra Pradesh, Registration and Stamps Department, Hyderabad	Stay has been granted by the High Court of Andhra Pradesh vide order dated 7 th April 2014.

Due to grant of stay, the abovementioned litigations, at present, are not likely to change the financial position of the company.

- ii. The Company has made provision, as required under the applicable law or accounting standards, for material foreseeable losses, if any, on long-term contracts including derivative contracts.
- iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

As required by the Companies (Auditor's Report) Order, 2015 Issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we enclose in the Annexure, a statement on the matters specified in paragraphs 3 and 4 of the said Order.

Place : Hyderabad
Date : April 27, 2015



for M.K. DANDEKER & CO.,
Chartered Accountants
(Firm Registration No. 0006795)

K. DANDEKER
Partner

Membership No. 018533

ANNEXURE TO THE INDEPENDENT AUDITORS' REPORT
(Referred to in our Report of even date)

1. a. The Company is maintaining proper records showing full particulars, including quantitative details and situation of fixed assets;
b. The Fixed Assets have been physically verified by the Management at regular intervals and no material discrepancies were noticed on such verification.
2. The Company is engaged in the business of infrastructure development and maintenance and hence the clauses 4 (II) (a), (b) & (c) of the Companies (Auditor's Report) Order 2015 relating to Inventory are not applicable.
3. The Company has not granted any loans, secured or unsecured to companies, firms or other parties covered in the register maintained under section 189 of the Companies Act.
4. According to the information and explanations given to us, the Company is having adequate Internal Control system commensurate with the size of the Company and the nature of its business, for the purchase of inventory and fixed assets and for the sale of goods and services. Also, there is no continuing failure to correct major weaknesses in internal control system.
5. The Company has not accepted deposits and the directives issued by the Reserve Bank of India and the provisions of sections 73 to 76 or any other relevant provisions of the Companies Act and the rules framed there under are not applicable to the Company.
6. The company is not required to maintain cost records specified by the Central Government under sub-section (1) of section 148 of the Companies Act since the company presently does not have any operational revenue.
7. a. The Company is regular in depositing undisputed statutory dues including provident fund, employees' state insurance, income-tax, sales-tax, wealth tax, service tax, duty of customs, duty of excise, value added tax, cess and any other statutory dues with the appropriate authorities.
b. According to the information and explanation given to us, the Company has no statutory dues which have not been deposited on account of disputes.
c. There was no amount required to be transferred to Investor Education and Protection Fund in accordance with the relevant provisions of the Companies Act, 1956 (1 of 1956) and rules made thereunder.
8. The company has been registered for a period of less than five years and hence the reporting on accumulated losses at the end of the financial year does not apply and it has incurred cash losses in the current financial year and in the immediately preceding financial year;



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M.K.Dandekar & Co.
Chartered Accountants

9. The Company has not defaulted in repayment of dues to a financial institution or bank or debenture holders.
10. The Company has not given any guarantee for loans taken by others from bank or financial institutions, the terms and conditions whereof are prejudicial to the interest of the Company.
11. The term loans were applied for the purpose for which the loans were obtained.
12. Based on the information and explanation given to us and based on the audit procedures followed by us, there were no frauds on or by the Company that has been noticed or reported during the year.

Place : Hyderabad

Date : April 27, 2015



for M.K. DANDEKER & CO.,
Chartered Accountants
(Firm Registration No. 0006795)

K.J. DANDEKER

Partner

Membership No. 018533

L&T Metro Rail (Hyderabad) Limited
Balance Sheet as at March 31, 2015

EQUITY & LIABILITIES:	Note no	As at 31-03-2015		As at 31-03-2014	
		₹	₹	₹	₹
Shareholders' funds					
Share capital	A	1981,39,76,060		1155,39,76,060	
Reserves and surplus	B	(11,53,86,447)	1969,85,89,613	(3,06,78,978)	1152,32,97,082
Non-current liabilities					
Long term borrowings	C(I)		1538,96,72,701		2571,67,99,996
Other long term liabilities	C(II)		28,14,76,754		16,93,103
Current liabilities					
Trade payables	D(I)	350,97,67,600		68,18,29,398	
Other current liabilities	D(II)	170,18,77,376		79,86,45,720	
Short term provisions	D(III)	1,61,65,498	522,81,10,507	1,51,66,553	149,56,37,671
TOTAL			7059,78,49,075		3873,74,27,852
ASSETS:					
Non-current assets					
Fixed Assets					
Tangible assets	E(I)	4,54,69,372		4,67,50,451	
Intangible assets	E(II)	2,90,81,367		1,10,93,751	
Capital work in progress	E(III)	166,63,93,856		54,86,39,745	
Intangible assets under development	E(III)	6311,25,28,869	6405,35,23,464	3176,26,47,675	3236,91,01,622
Deferred tax assets	L(VII)		63,91,960		63,91,960
Long term loans and advances	F		484,30,51,423		596,20,31,985
Current assets					
Current investments	G(I)	10,00,50,395		13,02,54,056	
Cash and Cash equivalents	G(II)	60,42,63,307		17,10,43,562	
Short term loans and advances	G(III)	19,05,68,526	89,18,82,218	9,85,74,687	39,98,72,305
TOTAL			7059,78,49,075		3873,74,27,852
Contingent Liabilities	H				
Commitments	I				
Other notes forming part of accounts	L				
Significant accounting policies	M				

As per our report attached
 For M.K.Dandekar & Co.,
 Firm registration number : 0006795
 Chartered Accountants
 by the hand of

K.J. Dandekar

K.J.Dandekar
 Partner
 Membership No : 018533

Place : Hyderabad,
 Date : 27/4/2015

For and on behalf of the board of directors of L&T Metro Rail (Hyderabad) Limited

V.B. Gadgil

V.B.Gadgil
 (Chief Executive & Managing Director)
 DIN No: 00240803

J. Ravi Kumar

J.Ravi Kumar
 (Chief Financial Officer)
 Membership No: 023240

K. Venkatesh

K.Venkatesh
 (Director)
 DIN No: 00240086

Ashish Malhotra

Ashish Malhotra
 (Company Secretary)
 Membership No: A18103

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L&T Metro Rail (Hyderabad) Limited
Statement of Profit and Loss for the year ended March 31 2015

	Note No	2014-15		2013-14	
		₹	₹	₹	₹
REVENUE:					
Revenue from operations					
Other Income	J		5,47,77,891		3,07,96,437
Total Revenue			5,47,77,891		3,07,96,437
EXPENSES:					
Other expenses	K		19,29,36,274		3,27,17,714
Total Expenses			19,29,36,274		3,27,17,714
Profit/(Loss) before tax			(13,81,58,383)		(19,21,277)
Tax expenses					
Current tax		29,13,821		3,13,190	
Deferred tax			29,13,821		3,13,190
Profit after tax carried to Balance Sheet			(14,10,72,204)		(22,34,467)
Earnings per equity share:					
(a) Basic	L(VI)		(0.100)		(0.003)
(b) Diluted			(0.100)		(0.003)
(c) Face value			10.000		10.000
Other notes forming part of accounts	L				
Significant accounting policies	M				

As per our report attached
 For M.K Dandekar & Co.,
 Firm registration number : 0006795
 Chartered Accountants
 by the hand of

K.J. Dandekar

K.J. Dandekar
 Partner
 Membership No : 018533

Place : Hyderabad
 Date : 27/04/2015

For and on behalf of the board of directors of L&T Metro Rail (Hyderabad) Limited

Y.B. Gadgil

Y.B. Gadgil
 19055527
 DIN No: 00240903

J. Ravi Kumar
 J. Ravi Kumar
 (Chief Financial Officer)
 Membership No: 021240

K. Venkatesh

K. Venkatesh
 (Director)
 DIN No: 00240086

Ashish Malhotra
 Ashish Malhotra
 (Company Secretary)
 Membership No: A18393

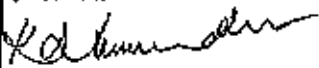
Place : Hyderabad
 Date : 27/04/2015

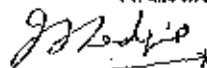

K.J. Dandekar *Y.B. Gadgil*

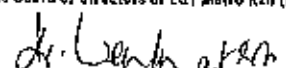
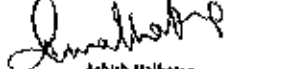
L&T Metro Rail (Hyderabad) Limited
Cash flow statement for the year ended March 31, 2015

	2014-15 ₹	2013-14 ₹
A Cash flow from operating activities		
B Cash flow from investing activities		
i) Net Profit before taxes from non operating activities	(13,81,38,383)	(19,21,277)
Adjustments for non operating items:		
Costs on sale of fixed Assets	2,94,873	14,189
Other non cash items	5,63,64,736	1,60,50,965
Dividend on mutual fund received	(4,23,58,603)	(2,97,82,877)
Interest received	(1,00,59,788)	(8,59,100)
ii) Net profit from non operating activities	(13,09,17,166)	(1,64,98,100)
Adjustments for:		
(Increase) / Decrease in short term loans and advances	(9,19,93,019)	(2,26,03,985)
Increase/ (Decrease) in short term provisions	(11,99,876)	30,08,166
Increase/ (Decrease) in other current liabilities	373,11,73,891	23,84,66,184
(Increase) / Decrease in long term loans and advances	111,89,80,549	14,85,37,435
Increase/ (Decrease) in other long term liabilities	27,97,83,651	2,59,89,465
iii) Cash generated from/(used in) non operating activities	490,28,27,202	37,68,99,166
Direct taxes refund/ (paid)	(4,15,000)	(1,19,700)
iv) Net cash generated from/(used in) non operating activities	490,24,12,202	37,67,79,466
Purchase of fixed assets	(3248,50,44,933)	(2008,66,20,373)
Sale of fixed Assets	3,58,219	7,403
Investments	3,02,00,661	(6,01,98,648)
Dividend on mutual fund received	4,23,58,603	2,97,82,877
Interest received	1,00,59,788	8,59,100
Cash generated from / (used in) investing activities	(2749,96,82,460)	(1973,93,90,176)
Extraordinary items		
Net cash generated from / (used in) investing activities	(2749,96,82,460)	(1973,93,90,176)
C Cash flow from financing activities		
Equity share capital issued	826,00,00,000	625,39,80,000
Term Loan	1967,28,73,205	1335,00,99,996
Net cash generated from/(used in) financing activities	2793,28,73,205	1960,40,79,996
Net (decrease) / increase in cash and cash equivalents (A+B+C)	43,32,19,745	(13,53,10,178)
Cash and cash equivalents as at the beginning	17,10,43,562	30,63,53,741
Cash and cash equivalents as at the end	60,42,63,307	17,10,43,562

- Notes:**
- 1 Cash Flow Statement has been prepared under the indirect method as set out in the Accounting Standard (AS) 1 "Cash Flow Statements" specified in section 173 of the Companies Act, 2013 read with Rule 7 of Companies (Accounts) Rules, 2014.
 - 2 Purchase of fixed assets includes movement of intangible assets under development and capital work in progress.
 - 3 Cash and cash equivalents represent cash and bank balances.
 - 4 Previous year's figures have been regrouped/reclassified wherever applicable.

As per our report attached
 For M&A Dandekar & Co.,
 Firm registration number : 0006795
 Chartered Accountants
 by the hand of

 K.J. Dandekar
 Partner
 Membership No : 918933

For and on behalf of the board of directors of L&T Metro Rail (Hyderabad) Limited

 V.D. Gadgil
 (Chief Executive & Managing Director)
 DIN No: 00240803

 J. Praveen Kumar
 (Chief Financial Officer)
 Membership No: 027240


 X. Venkatesh
 (Director)
 DIN No: 00240066

 Ashish Malhotra
 (Company Secretary)
 Membership No: A18393

Place : Hyderabad
 Date : 27/04/2015

Place : Hyderabad
 Date : 27/04/2015

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L&T Metro Rail (Hyderabad) Limited
Notes forming part of accounts

Note A: Share Capital

A(i). Share capital authorised, issued, subscribed and paid up:	As at 31-03-2015		As at 31-03-2014	
	₹	₹	₹	₹
Authorised shares: 243,90,00,000 (31 March 2014: 243,90,00,000) equity shares of Rs. 10 each	2439,00,00,000		2439,00,00,000	
Issued, subscribed and fully paid-up shares 198,13,97,606 (31 March 2014: 115,53,97,606) equity shares of Rs. 10 each	1981,39,76,060	1981,39,76,060	1155,39,76,060	1155,39,76,060

A(ii). Reconciliation of the number of equity shares and share capital

	As at 31-03-2015		As at 31-03-2014	
	No	₹	No	₹
Issued, subscribed and fully paid up equity shares outstanding at beginning of the year	115,53,97,606	1155,39,76,060	52,99,99,606	529,99,96,060
Shares issued during the year	82,60,00,000	826,00,00,000	62,53,98,000	625,39,80,000
Issued, subscribed and fully paid up equity shares outstanding at the end of the year	198,13,97,606	1981,39,76,060	115,53,97,606	1155,39,76,060

A(iii). Terms/rights attached to equity shares

The Company has only one class of equity share having a par value of ₹10 per share. Each holder of equity shares is entitled to one vote per share.

The company has not issued any securities during the year with the right/option to convert the same into equity shares at a later date.

The company has not reserved any shares for issue under options and contracts/commitments for the sale of shares/disinvestment.

The shares issued carry equal rights to dividend declared by the company and no restrictions are attached to any specific share holder.

The Company has allotted one non-transferable equity share (the Golden Share) to the Government of Telangana (Government) having a par value of Rs. 10 in pursuance of the Shareholders Agreement entered into with the Government and others. In terms of the said agreement, the Government shall be entitled to appoint a nominee director on the board of directors of the company and so long as the Government holds the Golden Share, an affirmative vote of the Government or the director appointed by the Government shall be required for passing of, by the general meeting of the company or the meeting of board of directors thereof, as the case may be, any resolution on all the reserved matters as specified in the said agreement.

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L&T Metro Rail (Hyderabad) Limited
Notes forming part of accounts

A(V). Shares held by holding/ultimate holding company and/or their subsidiaries/associates	As at 31-03-2015	As at 31-03-2014
L&T Infrastructure Development Projects Limited, the holding company 196,15,83,620 (31 March 2014: 114,38,43,620) equity shares of Rs.10 each fully paid up	₹ 196,15,83,620	₹ 114,38,43,620
Larsen & Toubro Limited, the ultimate holding company 1,98,13,980 (31 March 2014: 115,53,980) equity shares of Rs.10 each fully paid up	₹ 19,81,39,800	₹ 11,55,39,800

A(V). Details of shareholders holding more than 5% shares in the company	As at 31-03-2015		As at 31-03-2014	
	No.	% of holding	No.	% of holding
Equity share of Rs.10 each fully paid L&T Infrastructure Development Projects Limited, the holding company	1,96,15,83,620	99%	1,14,38,43,620	99%

B. Reserves and Surplus	As at 31-03-2015		As at 31-03-2014	
	₹	₹	₹	₹
Hedging Reserve As per last Balance sheet	(3,10,79,166)		(3,10,79,166)	
Addition during the year	5,63,64,236	2,52,85,370		(3,10,79,166)
Surplus/(deficit) in the statement of profit and loss As per last Balance sheet	4,00,188		26,34,854	
Profit/(Loss) for the year	(14,10,72,204)	(14,06,71,817)	(22,34,467)	4,00,188
		(11,53,86,467)		(3,06,78,978)

C(I). Long Term Borrowings	As at 31-03-2015	As at 31-03-2014
	₹	₹
Secured Term Loans from Banks including letters of credit availed as sub limit. (Note no C(I)(i))	4538,96,72,201	2571,67,99,996
	4538,96,72,201	2571,67,99,996

Note C(I)(i)

Particulars	Details
Interest Rate	Interest rate @ 200 basis points (225 basis points upto 27.12.2014) above the base rate of State Bank of India (floating) upto 27.12.2014
Repayment	Repayable in 24 quarterly unequal instalments beginning from September 30, 2016 and ending on June 30, 2027.
Security	

- a) Mortgage of non-agricultural land bearing plot no. 12 forming part of land in survey nos. 332A1304A-338A, mouje saap, midhagad taluka, Dist. Raigad, Maharashtra.
- b) Charge on all tangible movable assets (present and future), including all movable plant, machinery, spares, tools, fittings etc. as specified in Schedule II to Indenture of Mortgage, excluding project assets specified in concession agreement.
- c) Charge on rights, interest under/in respect of project documents, approvals, insurance contracts and escrow accounts to the extent permitted to the lenders under escrow agreement together with permitted investments etc. and
- d) Charge on right, interest etc. to/in respect of receivables, letter of credit, guarantee, performance bond, other amounts owing to/received by the company, all intangible assets of the company viz goodwill, trademark etc.,

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LOT Metro Rail (Hyderabad) Limited
Notes forming part of accounts

C(ii). Other Long term Liabilities	As at 31-03-2015	As at 31-03-2014
	₹	₹
Retention monies	28,14,76,754	16,93,103
	28,14,76,754	16,93,103
D(i) Trade Payables	As at 31-03-2015	As at 31-03-2014
	₹	₹
Due to related parties	99,66,47,763	66,34,70,141
Micro and small enterprises (Note no L (XII))		
Others	251,31,19,870	1,82,55,257
	350,97,67,633	68,18,25,398
D(ii) Other current liabilities	As at 31-03-2015	As at 31-03-2014
	₹	₹
Interest accrued but not due	84,16,16,002	27,07,16,590
Security Deposit	3,92,28,404	1,66,00,000
Forward contract payables	16,23,63,141	4,71,30,331
Other payables	65,84,69,829	46,41,96,799
	170,18,77,376	79,86,45,720
D(iii) Short term Provisions	As at 31-03-2015	As at 31-03-2014
	₹	₹
Provision for employee benefits		
Gratuity	12,23,940	49,01,981
Compensated absences	1,41,15,627	1,02,62,572
Provision for current taxes	11,25,931	-
	1,64,65,498	1,51,66,553

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LET Metro Rail (Hyderabad) Limited
Notes forming part of accounts

Class of Assets	Cost/Valuation				Depreciation			Book Value		
	As at 01.04.2014	Additions	Deductions	As at 31-03-2015	Upto 31.03.2014	For the period	Deductions	Upto 31.03.2015	As at 31-03-2015	As at 31.03.2014
Tangible Assets-Owned										
Freehold land	15,57,000	-	-	15,57,000	-	-	-	-	15,57,000	15,57,000
Computers	1,41,32,377	22,92,341	67,000	1,63,57,718	67,19,056	39,70,871	45,344	1,06,44,582	57,13,186	73,72,680
Furniture & Fixtures	2,84,28,194	1,26,91,005	-	4,11,19,199	2,17,57,111	21,99,928	-	2,39,57,039	1,71,62,160	66,71,172
Office Equipment	5,73,12,161	48,35,176	-	6,21,47,337	2,89,24,031	1,35,48,480	-	4,24,72,511	1,96,74,827	2,84,28,654
Vehicles	37,41,027	-	10,41,757	26,99,270	10,10,082	7,27,230	4,30,292	13,37,000	13,62,250	27,20,945
TOTAL	10,51,70,759	1,98,18,522	11,08,757	12,38,80,524	5,84,20,280	2,04,46,508	4,55,636	7,84,11,152	4,54,69,372	4,67,50,481
Previous Year	9,81,26,372	70,93,707	49,350	10,51,70,729	3,67,11,831	2,17,36,206	27,759	5,84,20,278	4,67,50,451	6,14,14,562
Intangible Assets-Owned										
Specialised Software	2,14,08,280	3,16,16,016	-	5,30,24,296	1,03,14,527	1,36,28,402	-	2,39,42,929	2,90,81,367	1,10,93,751
TOTAL	2,14,08,280	3,16,16,016	-	5,30,24,296	1,03,14,527	1,36,28,402	-	2,39,42,929	2,90,81,367	1,10,93,751
Previous Year	60,27,100	1,53,87,180	-	2,14,08,280	37,26,081	71,38,448	-	1,03,14,529	1,10,93,751	28,51,019

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LBT Metro Rail (Hyderabad) Limited
Notes forming part of accounts

E(II) Capital work in progress	As at 31-03-2014	April - Mar 2015	As at 31-03-2015
	₹	₹	₹
Work oriented development			
Work in progress	34,73,84,142	108,63,90,811	134,97,76,953
Salaries and wages (Note no L (2))	2,76,86,042	2,21,44,288	4,98,30,410
Clearance and approval fees	2,20,08,130	2,36,371	7,33,43,501
Consultancy fees	9,50,81,201	1,70,16,859	11,20,98,060
Bank & finance charges	5,25,97,440	7,47,01,654	12,72,99,094
Other expenses	22,92,790	17,64,048	40,56,838
	59,86,39,745	144,77,54,111	166,63,93,860

F(III) Intangible assets under development	As at 31-03-2014	April - Mar 2015	As at 31-03-2015
	₹	₹	₹
Patent collection rights			
Construction work in progress	2757,84,15,685	2672,54,11,333	5426,38,22,018
Salaries and wages (Note no L(2))	56,70,81,571	29,22,75,801	85,94,57,171
Compensation for employee stock option plan (ESOP) (Note L(10))	22,16,058	3,94,945	16,10,972
Staff welfare and other expenses	5,95,50,406	2,25,06,921	8,20,57,326
Management remuneration fees		1,62,90,219	1,62,90,219
Lease rent	21,61,58,843	6,71,86,746	30,33,44,589
Concession fees	?	?	?
Travelling & conveyance	7,35,42,929	3,39,54,043	11,45,97,972
Facility management, communication and other expenses	16,11,13,855	15,64,81,652	32,05,45,507
Project insurance	21,88,99,585	6,52,77,693	28,46,56,588
Bank & finance charges			
interest expenses	234,21,00,354	386,14,04,105	620,35,04,459
Other borrowing costs	45,71,23,343	37,14,165	46,08,37,508
Depreciation/ amortization	6,88,00,185	2,40,74,910	10,28,82,476
Other expenses	5,46,37,418	4,22,79,281	9,69,16,859
	3176,26,47,674	3124,89,31,194	6311,25,78,869

F - Long term loans and advances	As at 31-03-2014	As at 31-03-2014
	₹	₹
Unsecured, considered good		
Capital advances		
- Related parties	267,80,83,527	366,79,66,382
- Others	214,39,27,897	246,15,32,161
	482,20,11,423	592,94,98,543
Other Loans and Advances		
Security deposits		3,59,250
- Related parties	2,10,40,000	2,21,24,000
- Others	2,10,40,000	3,28,33,322
	484,30,51,423	596,20,31,865

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L&T Metro Rail (Hyderabad) Limited
 (Notes forming part of accounts)

G(I). Current Investments	Book (Market value per unit)	No. of units	As at 31-03-2015	As at 31-03-2014
	₹	As at 31-03-2015	₹	₹
Hybrid Funds (Bridged)				
Sbi Mutual Fund - Daily Dividend	1,003.75	99,726.29	10,00,50,395	10,00,87,438
L&T Liquid Fund-Daily Dividend			10,00,30,396	13,07,54,036
G(II). Cash and Cash equivalents	As at 31-03-2015	As at 31-03-2014		
	₹	₹		
Cash and cash equivalents				
Cash in hand				
Balances with Banks :				
On current accounts	10,34,15,597	1,09,74,050		
Fixed deposits with banks with less than 3 months maturity (including interest accrued thereon)	30,11,47,710	46,00,87,427		
	60,45,63,307	47,10,61,477		
G(III). Short term loans and advances	As at 31-03-2015	As at 31-03-2014		
	₹	₹		
Unsecured and considered good loans and advances to related parties	2,66,200	-		
Other loans and advances				
Prepaid expenses	5,57,14,051	9,37,79,629		
Advance tax		3,39,767		
Derivative asset-options	9,24,49,738	-		
Gain on forward contracts	49,45,487	-		
Advances receivable in cash or in kind	3,51,21,150	49,55,191		
	19,05,68,526	9,85,74,687		
H. Contingent Liabilities	As at 31-03-2015	As at 31-03-2014		
	₹	₹		
Claims against the company not acknowledged as debts	22,98,62,404	24,42,69,630		
	22,98,62,404	24,42,69,630		
I. Commitments	As at 31-03-2015	As at 31-03-2014		
	₹	₹		
Estimated amounts of contracts remaining to be executed on capital account	7778,84,51,741	8304,53,30,289		
	7778,84,51,741	8304,53,30,289		

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LQT Metro Rail (Hyderabad) Limited
Notes forming part of accounts

J. Other income	Apr-Mar 2015	Apr-Mar 2014
	₹	₹
Interest on short term deposits	1,00,59,788	8,59,100
Dividend on current investments	4,23,58,603	2,97,82,877
Other non-operating income	23,59,500	1,54,460
	5,47,77,891	3,07,96,437

K. Other expenses		Apr-Mar 2015	Apr-Mar 2014
		₹	₹
Audit fees		6,12,362	3,59,552
Salaries and wages		25,71,790	-
Premium and Exchange gain/loss on derivative Contracts		18,24,02,291	2,29,37,212
Loss on sale of Fixed asset		2,94,873	14,189
Project awareness campaign expenses	1,13,37,578		
Less: Receipts towards the above	54,26,479	59,11,098	83,93,688
Corporate social responsibility expenses		4,57,656	7,34,825
Filing fees		2,58,947	4,880
Other expenses		4,27,257	2,73,368
		19,29,36,274	3,27,12,714

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L (I) Corporate Information:

L&T Metro-Rail (Hyderabad) Limited was Incorporated on 24th August 2010 as a Special Purpose Vehicle to undertake the business to construct, operate and maintain the Metro Rail System (including Transit Oriental Development) in Hyderabad under Public Private Partnership model.

The Company signed Concession Agreement with the Government of erstwhile united state of Andhra Pradesh (now the Government of Telangana State), on 04.09.2010 which granted the exclusive right, licence and authority to the Company to construct, operate and maintain the Metro Rail System (The 'Concession') on three elevated corridors from Miyapur to L.B.Nagar, Jubilee Bus Station to Falaknuma and from Nagole to Shilparamam in Hyderabad, covering a total distance of 71.16 Kms and the Real Estate Development in accordance with the provisions of the Concession Agreement on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

In terms of Clause 3.1.1 and Schedule G of the Concession Agreement, the concession period of the project is for 35 years commencing from the Appointed Date including the construction period, which is extendable for a further period of 25 years subject to fulfilment of certain conditions by the Company.

The Company achieved financial closure on 1st March 2011 and satisfied all conditions precedent laid down in the concession agreement. The Government had declared Appointed Date as 5th July 2012. The project cost shall be funded by promoters' share capital, viability gap grant and term loans from a consortium of banks with State Bank of India, as lead bank. The Company commenced debt drawl during the financial year 2012-13 and the construction of the project is in progress.

L (II) Disclosure pursuant to Accounting Standard 15 (Revised):

Defined Contribution Plans:

Amount of ₹ 91,99,965/- (previous year: ₹ 79,11,969) towards Provident Fund contribution has been recognized in "Intangible assets under development" (Note E(III))

Defined Benefit Plans:

The Company operates gratuity plan through a trust wherein every employee is entitled to the benefit equivalent to fifteen days salary last drawn for each completed year of service. The same is payable on termination of service or retirement whichever is earlier. The benefit vests after five years of continuous service. The fund is managed by LIC.

Amount recognised in the financial statements in respect of gratuity is as below:

- a. The amounts recognised in the balance sheet on account of Gratuity Fund are as follows

Particulars	As at 31.03.2015 ₹	As at 31-3-2014 ₹
Present value of defined benefit obligation		
-Wholly Funded	1,29,65,242	98,66,899
Less: Fair value of plan assets	(1,17,41,302)	(49,62,918)
Amount to be recognised as liability or (asset)	12,23,940	49,03,981
Unrecognized Past Service Cost	-	-
Net Asset/Liability recognized in Balance Sheet	12,23,940	49,03,981

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- b. The amount recognised in the intangible assets under development (Note E(III)) is as follows:

Particulars	As at 31-03-2015 ₹	As at 31-3-2014 ₹
Current service cost	13,25,330	10,36,046
Interest Cost on Benefit Obligation	7,89,352	6,58,137
Expected Return On Plan Assels	(4,02,545)	(63,190)
Net Actuarial Gain /Loss Recognized	11,80,132	4,22,177
Past Service Cost	-	-
Total expense recognized in intangible under development	28,92,269	20,53,170
Actual Return on Plan Assats	(4,02,545)	(63,190)

- c. Change in the present value of the defined benefit obligation is as follows:

Particulars	As at 31-03-2015 ₹	As at 31-3-2014 ₹
Opening Defined Benefit Obligation	98,66,899	82,26,708
Interest Cost	7,89,352	6,58,137
Current Service Cost	13,25,330	10,36,046
Benefits Paid	(1,96,471)	(4,76,169)
Actuarial(gains)losses on obligation	11,80,132	4,22,177
Closing Defined Benefit obligation	1,29,65,242	98,66,899

- d. Changes in the plan assets representing reconciliation of the opening and closing balances are as follows:

Particulars	As at 31-03-2015 ₹	As at 31-3-2014 ₹
Opening Fair Value of Plan Assets	49,62,918	49,38,861
Expected Return	4,02,545	63,190
Contributions	65,72,310	10,37,036
Benefits Paid	(1,96,471)	(4,76,169)
Actuarial Gain/loss	-	-
Closing Fair value of Plan Assets	1,17,41,302	49,62,918

- e. The actuarial assumptions under which the provision for gratuity made are as under:

(i) Valuation Method : Projected Unit Credit Method

(ii) Demographic Assumptions:

1	Number of Members	150
2	Retirement Age	58
3	Attrition rate	5%
4	Mortality table	LIC (2006-08)

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L&T Metro Rail (Hyderabad) Limited
Notes forming part of accounts



(III) Financial Assumptions:

1	Discount Rate	8%
2	Future Salary rise	10%

The funds are managed by Life Insurance Corporation of India. Hence broad categories of plan assets as a percentage of total plan assets are not furnished.

The estimates of future salary increases considered in actuarial valuation, take into account inflation, seniority, promotion and other relevant factors such as supply and demand in the employment market.

L (II) Disclosure pursuant to Accounting Standard AS -17 "Segment Reporting"

The company is yet to commence its commercial operations. Hence reporting of primary business segments and secondary segments as required in Accounting Standard 17 "Segment Reporting" does not arise.

L (IV) Disclosure of related parties/ related party transactions pursuant to Accounting Standard AS 18 "Related Party Disclosures"

(i) List of related parties

Holding Companies	Larsen & Toubro Limited (Ultimate holding company)
	L&T Infrastructure Development Projects Limited (Holding company)
Fellow Subsidiary Companies	L&T Infocity Limited
	L&T Finance Holdings Limited
	L&T Housing Finance Limited
	L&T Infotech Limited
	L&T Gulf Private Limited
	L&T Technology Services Limited
	L&T Transportation Infrastructure Limited

(ii) Names of the Key Management Personnel with whom the transactions were carried out during the year

Name	Status
Mr.V.B.Gadgil	Managing Director
Mr.J.Ravi Kumar	Chief Financial Officer
Mr.Ashish Malhotra	Company Secretary

(iii) Transactions with related parties.

Particulars	FY 2014-15 ₹	FY 2013-14 ₹
Holding Companies		
L&T Infrastructure Development Projects Limited		
Cost of Services	2,87,608	-
Equity Share capital money received	817,74,00,000	619,14,40,200
Rent Payment	8,16,950	7,78,050
Reimbursement of expenses charged by	3,12,492	-
Reimbursement of expenses charged to	12,000	-

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L&T Metro Rail (Hyderabad) Limited
Notes forming part of accounts



Larsen & Toubro Limited		
Pay roll & TEMS Processing fees	4,42,427	3,18,201
Cost of Services by	4,63,10,747	3,92,69,951
Equity Share capital received	8,26,00,000	6,25,39,800
Mobilisation advance paid	-	30,37,50,000
Construction work in progress	1823,02,71,539	1604,66,81,552
Overheads recovered by	63,98,018	1,63,69,302
Overheads charged to	1,15,04,690	1,26,76,495
Cost of services charged to	82,135	-
Fellow Subsidiaries		
L&T Infocity Limited		
Lease Rentals paid	89,47,175	1,47,51,115
Facility management expenses	2,08,12,359	2,22,72,820
Reimbursement of expenses	1,50,46,687	1,27,67,167
Cost of Services	6,91,553	3,54,353
L&T-GULF Private Limited		
Cost of services	-	6,72,112
L&T Infotech Limited		
Cost of Services to	-	10,78,896
Reimbursement of expenses	-	84,192
Sale of Services & Products	7,68,71,791	-
L&T Transportation Infrastructure Limited		
Reimbursement of Expenses	-	23,669
L&T Finance Holdings Limited		
Reimbursement of Expenses	1,68,313	2,54,967
L&T Housing Finance Limited		
Lease Rent paid	2,60,400	-
L&T Technology Services Limited		
Cost of Services charged by	4,43,822	-

(iv) Remuneration paid to Key Managerial Personnel during the year

Name	Amount in ₹
Mr.V.B.Gadgil	1,62,90,219
Mr. J.Ravi Kumar	42,39,127
Mr.Ashish Malhotra	28,21,556

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(v) Due to / from related parties

Name/Relationship	FY 2014-15 ₹		FY 2013-14 ₹	
	Due to	Due from	Due to	Due from
Larsen and Toubro Limited (Ultimate holding company)	51,86,90,899	1,25,837	67,12,17,792	83,35,828
Larsen & Toubro Limited (Ultimate holding company – Mobilisation advance)		223,24,32,333		316,79,47,888
L&T Infrastructure Development Projects Limited (Holding company)	-	1,80,000	-	1,80,000
Fellow Subsidiary				
L&T Infocity Limited	30,35,179	86,700	13,46,558	1,79,250
L&T Gulf Private Limited	-	-	3,19,201	-
L&T Infotech Limited	25,33,402	-	-	9,81,604

Note: No amount pertaining to the related parties have been written off / written back during the year

L (V) Disclosure pursuant to Accounting Standard AS -19 "Leases"

The Company has not entered into any finance lease. The Company has taken premises and vehicles under cancellable operating leases. These lease agreements are normally renewed on expiry. There are no exceptional/restrictive covenants in the lease agreements. The lease expenses in respect of these operating leases have been recognized as an expense (Current Year: ₹ 4,72,53,652) (Previous Year ₹ 4,46,63,927) and included in Intangible assets under development.

L (VI) Basic and diluted earnings per Share computed in accordance with Accounting Standard AS 20 "Earnings per share"

Particulars	FY 2014-15	FY 2013-14
Profit after Tax (₹)	(14,10,72,203)	(22,34,467)
Weighted average no. of Equity Shares (No.)	140,92,33,222	69,53,14,310
Earnings per share – Basic (₹)	(0.100)	(0.003)
Earnings per share – Diluted (₹)	(0.100)	(0.003)
Face Value Per Equity Share (₹)	10	10

L (VII) Major components of deferred tax assets and deferred tax liabilities pursuant to Accounting Standard AS 22 "Accounting for Taxes on Income"

Particulars	FY 2014-15 ₹		FY 2013-14 ₹	
	Deferred tax assets	Deferred tax liability	Deferred tax assets	Deferred tax liability
Tax effect on Account of :				
Preliminary and other expenses deductible u/s 35D.	63,91,960	-	63,91,960	-
Total	63,91,960	-	63,91,960	-
Net Deferred tax asset	63,91,960		63,91,960	
Net Deferred tax asset credited to Profit & Loss Account				

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L (VIII) In line with the Company's risk management policy, the financial risk relating to changes in exchange rates and interest rates are hedged by using a combination of forward contracts, options, swaps and other derivative contracts.

a) The Particulars of derivative contracts entered into for hedging purposes outstanding as at March 31, 2015 are as under:

Category of derivative instruments	Amount of exposure hedged	
	As at 31.03.2015 ₹	As at 31.03.2014 ₹
a) Forward Contracts for payables including firm commitments and highly probable forecasted transactions	91,50,94,006	331,02,40,705
b) Options	374,25,30,051	-
c) Currency Interest Rate Swaps	33,85,75,250	-

b) Un-hedged foreign currency exposures as at March 31, 2015 are as under

Particulars	As at 31.03.2015 ₹	As at 31.03.2014 ₹
Payables including firm commitments and highly probable forecasted transactions	282,20,80,099	704,46,42,169

L (IX) Expenditure in Foreign Currency:

Particulars	FY 2014-15 ₹	FY 2013-14 ₹
On overseas contracts	53,58,93,937	6,52,85,252
Professional/Consultancy Fees	-	72,21,600
Travelling expenses	44,50,750	38,53,153
Total	54,03,44,687	7,63,60,005

Earnings in Foreign Currency

Particulars	FY 2014-15 ₹	FY 2013-14 ₹
Others - Advance against smart card Advertisement	11,16,012	-

L (X) Salaries and wages include

Particulars	As at 31.03.14	Apr-Mar 2015	As at 31.03.15
Contribution to and provision for			
- Provident fund	1,76,77,962	91,99,965	2,68,77,927
- Gratuity	1,01,69,108	28,92,269	1,30,61,377
- Leave encashment	1,22,84,330	60,77,960	1,83,62,290
Total	4,01,31,400	1,81,70,194	5,83,01,594

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L (XI) Pursuant to the Employees Stock Options Scheme established by the holding Company (i.e. Larsen & Toubro Limited), stock options were granted to the deputed employees of the Company. Total cost incurred by the holding Company, in respect of the same is ₹ 39,41,367. The same is being recovered from the company over the period of vesting by the holding Company. Accordingly, cost of ₹ 36,10,972 (P.Y. ₹ 32,16,057) has been recovered by the holding Company upto current year, out of which, ₹ 3,94,915 (P.Y. ₹ 7,59,400) was recovered during the year. Balance of ₹ 3,30,395 will be recovered in future periods.

L (XII) There are no amounts due to Micro, Small and Medium enterprises under the Micro, Small and Medium Enterprises Development (MSMED) Act 2006. Hence reporting details of principal and interest does not arise.

L (XIII) Auditors' remuneration (excluding service tax) and expenses charged to the accounts:

Particulars	FY 2014-15 ₹	FY 2013-14 ₹
Audit fees	4,85,000	3,20,000
Other services	60,000	50,000
Reimbursement of expenses	90,177	92,446
Total	6,35,177	4,62,446

L (XIV) The Company does not have taxable wealth and hence no provision for wealth tax has been made as per the provisions for Wealth Tax Act, 1957.

L (XV) The corresponding previous year's figures have been regrouped wherever necessary to confirm to the presentation of the current year's accounts.

L (XVI) Figures have been rounded off to the nearest rupee.

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M. Significant accounting policies

(i) Basis of accounting

The Company maintains its accounts on accrual basis following the historical cost convention in accordance with Generally Accepted Accounting Principles ("GAAP") in compliance with the provisions of the Companies Act, 2013 ("the Act"), including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 prescribed by the Central Government. Further, the guidance notes/announcements issued by the Institute of Chartered Accountants of India (ICAI) are also considered, wherever applicable, except to the extent where compliance with other statutory promulgations viz. SECI guidelines override the same requiring a different treatment.

The preparation of financial statements in conformity with GAAP requires that the management of the company makes estimates and assumptions that affect the reported amounts of income and expenses of the period, the reported balances of assets and liabilities and the disclosures relating to contingent liabilities as of the date of the financial statements. Examples of such estimates include the useful lives of tangible and intangible fixed assets, allowance for doubtful debts / advances, future obligations in respect of retirement benefit plans etc. Difference, if any, between the actual results and estimates is recognized in the period in which the results are known.

(ii) Presentation of financial statements

The Balance Sheet and the Statement of Profit and Loss are prepared and presented in the format prescribed in the Schedule VI to the Companies Act, 2013 ("the Act"). The Cash Flow Statement has been prepared and presented as per the requirements of Accounting Standard (AS) 3 "Cash Flow Statements". The disclosure requirements with respect to items in the Balance Sheet and Statement of Profit and Loss, as prescribed in the Schedule VI to the Act, are presented by way of notes forming part of accounts along with the other notes required to be disclosed under the notified Accounting Standards.

Amounts in financial statements are presented in Indian Rupees rounded off to rupee in line with the requirements of Schedule VI. Per share data are presented in Indian Rupees to two decimal places.

(iii) Revenue recognition

- a. Revenue from advertising business is recognized as per the terms of the contract.
- b. Interest income is recognized on a time proportion basis taking into account the amount outstanding and the applicable interest rate.
- c. Other items of income are accounted when the right to receive the income is established as per the terms of contract.

(iv) Employee benefits

(a) Short Term Employee Benefits:

All employee benefits falling due wholly within twelve months of rendering the services are classified as short term employee benefits. The benefits like salaries, wages, short term compensated absences etc., and the expected cost of bonus, ex-gratia are recognized in the period in which the employee renders the related service.



M. Significant accounting policies

(vii) Depreciation

Depreciation on assets has been provided based on useful life prescribed in Schedule II to the Companies Act, 2013. Depreciation on additions/deductions is calculated pro-rata from/to the month of additions/deductions. Assets costing less than Rs.5,000 are depreciated fully in the year of purchase.

(viii) Intangible fixed assets and Amortization

Intangible assets are stated at original cost net of tax/duty credits availed, if any, less accumulated amortization and cumulative impairment. Intangible assets are recognized when it is probable that the future economic benefits that are attributable to the asset will flow to the enterprise and the cost of the asset can be measured reliably. Intangible assets are amortized over their useful life.

Fare collection rights obtained in consideration for rendering development and construction services represents the rights to collect fare revenue during the concession period in respect of design, build, finance, operate and transfer (DBFOT) project undertaken by the Company. Fare collection rights are capitalized as Intangible asset upon completion of the project at the cumulative construction cost. Till the completion of the project the same is recognised as Intangible assets under development.

Pre-operative expenses including administrative and other general overhead expenses that are specifically attributable to the acquisition of intangible assets are allocated and capitalized as a part of the cost of the intangible assets.

Specialised Software is amortized over a period of six years.

(ix) Impairment of assets

As at each Balance Sheet date, the carrying amount of assets is tested for impairment so as to determine:

- a) the provision for impairment loss, if any; and
- b) the reversal of impairment loss recognised in previous periods, if any,

Impairment loss is recognised when the carrying amount of an asset exceeds its recoverable amount.

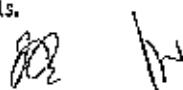
Recoverable amount is determined:

- a) in the case of an individual asset, at the higher of the net selling price and the value in use;
- b) in the case of a cash generating unit (a group of assets that generates identified, independent cash flows), at the higher of the cash generating unit's net selling price and the value in use.

(Value in use is determined as the present value of estimated future cash flows from the continuing use of an asset and from its disposal at the end of its useful life).

(x) Investments

Investments which are readily realizable and are intended to be held for not more than one year from the date of acquisition are classified as current investments. All other investments are classified as long term investments.



M. Significant accounting policies

- (i) Investments are recorded at actual cost including costs incidental to acquisition.
- (ii) Investments are classified as long term or current at the time of making of such investments.
- (iii) Current investments are valued at the lower of cost and market value. The determination of carrying amount of such investments is done on the basis of weighted average cost of each individual investment.

(xi) Borrowing Costs

Borrowing costs include interest, commitment charges, amortization of ancillary costs, amortization of discounts / premium related to borrowings, finance charges in respect of assets acquired on finance lease and exchange differences arising from foreign currency borrowings, to the extent they are regarded as an adjustment to interest costs.

Borrowing costs that are attributable to the acquisition, construction or production of qualifying assets are capitalized as part of the cost of such asset till such time as the asset is ready for its intended use or sale. A qualifying asset is an asset that necessarily takes a substantial period of time to get ready for its intended use or sale. All other borrowing costs are recognized as an expense in the period in which they are incurred.

(xii) Foreign currency transactions, forward contracts and derivatives

- a. The reporting currency of the company is the Indian Rupee.
- b. Foreign currency transactions are recorded on initial recognition in the reporting currency, using the exchange rate at the date of the transaction. At each balance sheet date, foreign currency monetary items are reported using the closing rate.

Non-monetary items, carried at historical cost denominated in a foreign currency, are reported using the exchange rate at the date of the transaction.

- c. Forward contracts, other than those entered into to hedge foreign currency risk on unexecuted firm commitments or highly probable forecast transactions, are treated as foreign currency transactions and accounted accordingly as per Accounting Standard (AS) 11 "The Effects of Changes in Foreign Exchange Rates". Exchange differences arising on such contracts are recognised in the period in which they arise.
- d. All other derivative contracts, including forward contracts entered into to hedge foreign currency risks on unexecuted firm commitments and highly probable forecast transactions are recognised in the financial statements at fair value as on the Balance Sheet date, in pursuance of the announcement of the ICAI dated March 29, 2008 on accounting of derivatives.

The Company has adopted Accounting Standard (AS) 30 "Financial Instruments: Recognition and Measurement" for accounting of such derivative contracts, not covered under Accounting Standard (AS) 11 "The Effects of Changes in Foreign Exchange Rates" as mandated by the ICAI in the aforesaid announcement.

Accordingly, the resultant gain or losses on fair valuation/settlement of the derivative contracts covered under Accounting Standard (AS) 30 "Financial Instruments: Recognition and Measurement" are recognised in the statement of Profit and Loss or

Balance Sheet as the case may be after applying the test of hedge effectiveness. Where the hedge in respect of off-balance sheet items is effective, the gains or losses are recognised in the "Hedging Reserve" which forms part of "Reserves and Surplus" in the Balance Sheet. The amount recognised in the "hedging reserve" is transferred to the

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M. Significant accounting policies

Statement of Profit and Loss in the period in which the underlying hedged item affects the Statement of Profit and Loss. Gains or Losses in respect of ineffective hedges are recognised in the Statement of Profit and Loss in the period in which such gains or losses are incurred.

The premium paid on forward contract is accounted as expense over the life of the contract.

(xiii) Taxes on Income

- a. Taxes on income for the current period is determined on the basis of taxable income and tax credits computed in accordance with the provisions of the Income Tax Act 1961, and based on expected outcome of assessments / appeals.
- b. Deferred tax is recognized on timing differences between the income accounted in financial statements and the taxable income for the year and quantified using the tax rates and laws enacted or substantively enacted as on the Balance Sheet.
- c. Deferred tax assets relating to unabsorbed depreciation/business losses/losses under the head "capital gains" are recognised and carried forward to the extent there is virtual certainty that sufficient future taxable income will be available against which such deferred tax assets can be realised.
- d. Other Deferred tax assets are recognized and carried forward to the extent that there is a reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized.

(xiv) Provisions, Contingent Liabilities and Contingent Assets

Provisions are recognized for liabilities that can be measured only by using a substantial degree of estimation, if

- a. The company has a present obligation as a result of a past event.
- b. A probable outflow of resources is expected to settle the obligation and
- c. The amount of the obligation can be reliably estimated.

Reimbursement expected in respect of expenditure required to settle a provision is recognized only when it is virtually certain that the reimbursement will be received.

Contingent Liability is disclosed in the case of

- a. a present obligation arising from a past event, when it is not probable that an outflow of resources will be required to settle the obligation.
- b. a present obligation arising from past events, when no reliable estimate is possible.
- c. a possible obligation arising from past events, unless the probability of outflow of resources is remote.

Contingent assets are neither recognized, nor disclosed.

Provisions, Contingent Liabilities and Contingent Assets are reviewed at each Balance sheet date.

(xv) Commitments

Commitments are future liabilities for contractual expenditure. Commitments are classified and disclosed as follows:

- a. Estimated amount of contracts remaining to be executed on capital account and not provided for

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M. Significant accounting policies

- b. Other non-cancellable commitments, if any, to the extent they are considered material and relevant in the opinion of management.
- c. Other commitments related to sales/procurements made in the normal course of business are not disclosed to avoid excessive details

(xvi) Cash Flow Statement

Cash Flow Statement is prepared segregating the cash flows from operating, investing and financing activities. Cash flow from operating activities is reported using indirect method. Under the indirect method, the net profit is adjusted for the effects of:

- a. transactions of a non-cash nature
- b. any deferrals or accruals of past or future operating cash receipts or payments and
- c. items of income or expense associated with investing or financing cash flows.

Cash and cash equivalents (including bank balances) are reflected as such in the Cash Flow Statement. Those cash and cash equivalents which are not available for general use as on the date of Balance Sheet are also included under this category with a specific disclosure.

(xvii) Operating cycle for current and non-current classification.

An asset shall be classified as current when it satisfies any of the following criteria:

- a. it is expected to be realized within twelve months after the reporting date; or
- b. it is cash or cash equivalent unless it is restricted from being exchanged or used to settle a liability for at least twelve months after the reporting date.

All other assets shall be classified as non-current."

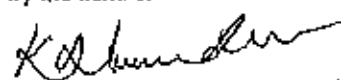
A liability shall be classified as current when it satisfies any of the following criteria:

- a. It is due to be settled within twelve months after the reporting date; or
- b. the company does not have an unconditional right to defer settlement of the liability for at least twelve months after the reporting date. Terms of a liability that could, at the option of the counter party, result in its settlement by the issue of equity instruments do not affect its classification.

All other liabilities shall be classified as non-current."

As per our report attached

For M.K.DANDEKER & CO.,
Firm registration No : 0006795
Chartered Accountants
by the hand of



K.J.Dandekar
Partner
Membership No : 018533

Place: Hyderabad

Date: 25/04/2015

For and on behalf of the board of L&T Metro Rail (Hyderabad) Limited



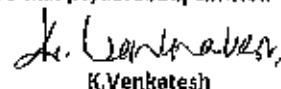
V.B.Gadgil

[Chief Executive & Managing Director]
DIN No: 00240803



J. Ravikumar

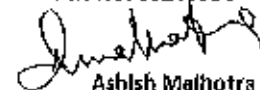
[Chief Financial Officer]
Membership No: 023240



K.Venkatesh

[Director]

DIN No: 00240086



Ashish Malhotra

[Company Secretary]
Membership No: A18393

Place: Hyderabad

Date: 27/04/2015

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	L&T Metro Rail (Hyderabad) Limited
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Issue Date/Date of Allotment	June 18, 2015
Redemption	June 18, 2035
Coupon Rate	5% p.a until June 2018 with an additional one time payment of Rs 1, 63, 196 per Debenture payable on the sixth Coupon Payment Date being, June 18, 2018. From June 18, 2018 until the Maturity Date, the Coupon shall be revised to 9.81% p.a
Frequency of the Coupon Payment with specified dates	Semi-annually, First Coupon December 18, 2015 and subsequently on June 18 and December 18 every year till Maturity Date.
Day Count Convention	Actual / Actual

Put/Call Exercised	Not			
Cash Flows	Date	No. of days in Coupon Period	Amount (in Rupees)	
Issue amount	18 June 2015			
1st Coupon	18 December 2015	183.00	25,068.00	
2nd Coupon	18 June 2016	183.00	25,000.00	
3rd Coupon	18 December 2016	183.00	25,000.00	
4th Coupon	18 June 2017	182.00	24,932.00	
5th Coupon	18 December 2017	183.00	25,068.00	
6 th Coupon	18 June 2018	182.00	24,932.00 (with a one time payment of Rs 1,63,196.00)	
7 th Coupon	18 December 2018	183.00	49,184.00	
8th Coupon	18 June 2019	182.00	48,916.00	
9th Coupon	18 December 2019	183.00	49,184.00	
10th Coupon	18 June 2020	183.00	49,050.00	
11th Coupon	18 December 2020	183.00	49,050.00	
12th Coupon	18 June 2021	182.00	48,916.00	

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13th Coupon	18 December 2021	183.00	49,184.00
14th Coupon	18 June 2022	182.00	48,916.00
15th Coupon	18 December 2022	183.00	49,184.00
16th Coupon	18 June 2023	182.00	48,916.00
17th Coupon	18 December 2023	183.00	49,184.00
18th Coupon	18 June 2024	183.00	49,050.00
19th Coupon	18 December 2024	183.00	49,050.00
20th Coupon	18 June 2025	182.00	48,916.00
21st Coupon	18 December 2025	183.00	49,184.00
22nd Coupon	18 June 2026	182.00	48,916.00
23rd Coupon	18 December 2026	183.00	49,184.00
24th Coupon	18 June 2027	182.00	48,916.00
25th Coupon	18 December 2027	183.00	49,184.00
26th Coupon	18 June 2028	183.00	49,050.00
27th Coupon	18 December 2028	183.00	49,050.00
28th Coupon	18 June 2029	182.00	48,916.00
29th Coupon	18 December 2029	183.00	49,184.00
30th Coupon	18 June 2030	182.00	48,916.00
31st Coupon	18 December 2030	183.00	49,184.00
32nd Coupon	18 June 2031	182.00	48,916.00
33rd Coupon	18 December 2031	183.00	49,184.00
34th Coupon	18 June 2032	183.00	49,050.00
35th Coupon	18 December 2032	183.00	49,050.00
36th Coupon	18 June 2033	182.00	48,916.00
37th Coupon	18 December 2033	183.00	49,184.00
38th Coupon	18 June 2034	182.00	48,916.00
39th Coupon	18 December 2034	183.00	49,184.00
40th Coupon	18 June 2035	182.00	48,916.00
PRINCIPAL			

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In case any Coupon Payment Date falls on a day which is not a Business Day the payment to be made on such Due Date shall be made on the next Business Day, except where the Redemption Date/or the due date for the performance of any event falls on a day which is not a Business Day, in which case all payments to be made on the Redemption Date (including accrued Coupon), or the due date in respect of the performance of such event shall be made on the immediately preceding Business Day.

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ANNEXURE VII: FORM NO PAS-4 PRIVATE PLACEMENT OFFER LETTER

[Pursuant to Section 42 and Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

Note : This Form No PAS-4 prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 is to be read in conjunction with Section 6 (Regulatory Disclosures) of the Information Memorandum and shall together constitute the "Information Memorandum".

Issue of 2500 (Two Thousand Five Hundred), Unsecured Rated, Listed, Redeemable, Non-Convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each, aggregating up to Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores Only) on a private placement basis (the "Issue").

9.1 General Information:

- (a) Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:

Issuer / Company: L&T Metro Rail (Hyderabad) Limited
Registered Office: 4th Floor, Cyber Towers, Hitec City, Madhapur,
Hyderabad – 500 081
Corporate Office: 4th Floor, Cyber Towers, Hitec City, Madhapur,
Hyderabad – 500 081
Telephone No.: 040 – 6729 5500
Website: www.ltmetro.in;
Fax: 040 – 2312 3015
Contact Person: Mr. C. Vijayananda
Email: C.Vijayananda@ltmetro.com

- (b) Date of Incorporation of the Company:

24th August 2010

- (c) Business carried on by the Company and its subsidiaries with the details of branches or units, if any;

Development of metro rail system for 71.16 Km on elevated structures with 64 stations on Miyapur to L. B. Nagar, Jubilee Bus Station to Fataknuma and Nagole to Shilparamam corridors in the metropolitan area of Hyderabad on design, build, finance, operate and transfer basis pursuant to the Concession Agreement dated September 4, 2010

- (d) Brief particulars of the management of the Company:

Yeshwant Moreswar Deosthalee: Mr. Deosthalee served as the Chief Financial Officer at Larsen & Toubro Ltd. until September 5, 2011. He was responsible for personnel and human resource functions, risk management, mergers and acquisitions, concessions business, shared services centre, providing strategic inputs and helps in business-building of L&T Infotech, amongst other things. He joined L&T in 1974 and served as its Senior Vice President of Finance. He has over 40 years of work experience. He also served as the Chairman of L&T Infrastructure Development Projects Limited. Mr. Deosthalee serves as the Chairman of L&T Finance Holdings

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Limited and has been its Director since May 1, 2008. He has been a Director of L&T Finance Ltd. since March 1995. He serves as a Director of L&T Capital Company Limited. He served as a Non-Executive Director of Ultratech Cement Ltd. from August 24, 2000 to June 15, 2009. He served as an Executive Director of Larsen & Toubro Ltd. He served as Director of L&T-Komatsu Limited until November 2005. He served as Whole Time Director of Larsen & Toubro Ltd. from January 1, 2005 to September 5, 2011. He is the Co-Chairman of FICCI's Corporate Finance Committee, member of the National Council on Infrastructure of the Confederation of Indian Industry and a member of the National Council on Corporate Governance of the Confederation of Indian Industry. In 2008, he was appointed as a member on the Advisory Committee for liquidity management set up by the Finance Ministry. In 2009, he was appointed as a member of the Takeover Regulations Advisory Committee which has been constituted by SEBI to examine the regulations and suggest amendments. He has also won several awards including the Best CFO of the Year and also Best CFO in the Capital Goods Sector at the CNBC TV18 Business Leaders Awards in 2009. Mr. Deosthalee is a Chartered Accountant. He has a degree in law.

Mr. Sushobhan Sarker: He had a distinguished career with Life Insurance Corporation of India (LIC) and retired as a Managing Director on May 31, 2014. In his career of 36 years, he had held key leadership positions as Head of International Operations and Investment Departments of LIC and also served as the Director and CEO of LIC Mutual Fund Asset Management Company Ltd., and acquired vast experience and insight into various facets of the financial services industry.

He was born on 29th May, 1954 and is Honor's Graduate in Physics and has a degree of Master of Financial Management from the Jammalal Bajaj Institute of Management Studies, University of Mumbai. At present, he is on the Board of Larsen & Toubro Limited as a Nominee Director representing LIC, a Shareholder Director in Corporation Bank and a Director on the Board of L&T Infrastructure Development Projects Limited. Mr. Sarker assumed charge of National Insurance Academy, Pune as Director from 29th September 2014.

Vivek Bhaskar Gadgil: Mr. Vivek Bhaskar Gadgil, Chief Executive & Managing Director -L&T Metro Rail (Hyderabad) Limited, has over 40 years of rich & varied experience in the construction & related fields. A graduate Civil Engineer from Marathwada University and a gold medalist of 1971 batch, he began his professional career as a Site Engineer in L&T's Engineering & Construction Company. During his 40 years in the company, he has held various senior positions with L&T ECC, headed L&T's International Construction Business for over a decade. He has also lead L&T's Electrical business (Power Transmission & Distribution) globally. Mr. V.B Gadgil, a hard core Civil Engineer, acclaimed for his project execution capabilities under all adversities, commands equal expertise in the field of business development, formation of joint venture companies, managing new business entities etc. He is an avid reader and an art & culture connoisseur. A widely traveled person, Mr. Gadgil, has a natural flair for story telling & loves sharing his enormous experience with his peers & younger generations.

Mr K Venkatesh: He is the Chief Executive & Managing Director of L&T Infrastructure Development Projects Limited. Mr Venkatesh has a bachelor's degree in Commerce from University of Mumbai. He is a Chartered and Cost Accountant by profession and also has a Post Graduate Diploma in Business Management from

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XLRI, Jamshedpur. He has more than 30 years of experience comprising Corporate Finance and Accounts, Project Bidding, Structuring, Financial Closure, Project Management and Operations & Maintenance of Infrastructure Projects in Sectors such as Roads & Bridges, Ports, Hydel Power, Water Supply, Information Technology Parks, Retail Buildings, and Hospitality & Residential Projects. He joined Larsen & Toubro in 2001 and is on the board of several companies including international subsidiaries within the L&T group. Mr Venkatesh has participated and presented papers in several conventions / seminars including International Conferences.

Sheela Bhide : Dr. Sheela Bhide has been an Independent Director of Coal India Ltd. since August 4, 2010. Dr. Bhide joined the Indian Administrative Service in 1973 and in the course of her 36 year long career has held various posts such as Chairman and Managing Director, India Trade Promotion Organization, Ministry of Commerce, GoI, Additional Secretary and Financial Advisor, Ministry of External Affairs, GoI, Additional Secretary and Financial Advisor, Ministry of Defence, GoI and Joint Secretary, Ministry of Corporate Affairs, GoI. Dr. Bhide holds a doctorate in international trade from the Institute of International Studies, Geneva and also holds a master's degree in economics from George Mason University, United States of America, a master's in public policy from John F. Kennedy School of Government, Harvard University, United States of America.

Ajit Rangnekar: Mr. Ajit Rangnekar is the Dean and Member of Governing Board of Indian School of Business. As the Dean, Rangnekar steers the School's vision to be among the globally top-ranked, research-driven management institutions. He believes that his role is to attract top quality research faculty to the School, create an environment in which research of high impact to academia and society is carried out, and to support the transformational development of the School's students and alumni. In his own words, "nothing gives me a greater thrill than to see our alumni succeed". Prior to taking charge as Dean, he was the Deputy Dean of the ISB from March 2003 to January 2009, and was instrumental in strengthening the School's relationships with the external stakeholders - industry, policy makers, entrepreneurs, and experts. Rangnekar has a background spanning over thirty years in Consulting and Industry across different countries in Asia. Before joining the ISB, he was the Country Head, first for Price Waterhouse Consulting and then for PwC Consulting, in Hong Kong and the Philippines. He was head of the Telecom and Entertainment Industry Consulting practice for PwC in East Asia (China to Indonesia). He worked with Associated Cements Companies, India (1970 to 1981) prior to moving to Hong Kong. Rangnekar holds an undergraduate degree from the Indian Institute of Technology, Mumbai, before completing his post-graduation in Management from the Indian Institute of Management, Ahmedabad.

Mr. NVS Reddy: With about 30 years of managerial and administrative experience in Government of India, Government of AP and Public Sector Undertakings, Mr. N.V.S. Reddy held several senior Government positions. During his varied and important assignments, he contributed to systemic improvements in Indian Railways and won many awards. Later, as Director (Finance) of a power distribution company of Government of Andhra Pradesh, he successfully turned around the loss making company in a short span of one year. As Additional Commissioner of Greater Hyderabad Municipal Corporation, he built a lot of public assets and amenities through innovative use of air space and advertisement rights, without spending from public exchequer. Presently as the Managing Director of Hyderabad Metro Rail

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Limited, he is heading the mega Hyderabad Metro Rail project (71 km). Implementation of this project under public private partnership (PPP) with innovative financial engineering and project structuring is his bold initiative in mass transit systems and urban infrastructure development. It is the largest Metro rail (MRTS) project in the world being implemented in PPP mode.

He is known for his financial acumen, managerial ingenuity, open minded approach and leadership qualities. He is an expert in Rail Transportation & Power sectors, Finance, Urban Transportation, Urban Governance, Project Structuring & Project Management and PPPs. He has been associated with implementation of many important projects including the mega Konkan Rail project on the west coast of India. He has varied interests and lectures on a variety of topics in prestigious engineering and management institutes/fora in India and abroad. He is currently acting as a Nominee Director on behalf of Government of Andhra Pradesh, on the Board of L&T Metro Rail (Hyderabad) Limited.

(e) Name, address, DIN and occupations of the directors:

DIN	Full Name	DOB/Age	Address	Designation	Date of Appointment
00001698	Mr. Yeshwant Moreswar Deosthalee	06/09/1946 69 Years	1001, Prabhu Kulir, 15, Altamount Road, Mumbai, 400026, Maharashtra.	Director	01/11/2010
00088276	Mr. Sushobhan Sarker	29/05/1954 61 Years	National Insurance Academy, 25, Balewadi, Baner Road, PO NIA Pune - 411045	Additional Director	16/02/2015
00240803	Mr. Vivek Bhaskar Gadgil	08/05/1948 67 Years	EF2 Casa XS, Manapakkam Road, Manapakkam, Chennai, 600116, Tamil Nadu.	Managing Director	01/09/2010
00240086	Mr. Krishnamurthy Venkatesh	30/01/1957 58 Years	ECC Apartments, 36-C, B.N.Reddy Road, T.Nagar, Chennai, 600017, Tamil Nadu.	Director	24/08/2010
01676516	Mr. Ajit Rangnekar Pandurang	21/01/1947 68 Years	Plot No 35, Prasashan Nagar, Road No. 72, Jubilee Hills, Hyderabad, 500033, Telangana.	Independent Director	11/02/2011
01843547	Dr. Sheela Bhide	12/06/1948 67 Years	B-1/8, Vasant Vihar, New Delhi, New Delhi, 110057, Delhi.	Independent Director	11/02/2011

01414254	Mr. Nallamilli Venkat Satyanarayana Reddy	05/06/1956 59 Years	503, Padmaja Complex, West Maredpally, Secunderabad, 500003, Telangana.	Nominee director	31/03/2012
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(f) Management perception of Risk Factors:

Please refer to SECTION 3: of the Information Memorandum

(g) Details of defaults, if any, including the amounts involved, duration OF default, and present status, in repayment of:

- (i) Statutory Dues: NA
- (ii) Debenture and interest thereon: NA
- (iii) Deposits and interest thereon: NA
- (iv) Loans from banks and financial institutions and interest thereon: NA

(h) Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

Name: Ashish Malhotra
Designation: Company Secretary & Head - Legal
Address: 4th Floor, Cyber Towers, Hitec City, Madhapur, Hyderabad – 500 081
Phone No.: 040 - 67295562
Email: Ashish.Malhotra@tmetro.com

9.2 Particulars of the Offer:

Date of passing of Board Resolution	February 16, 2015	
Date of passing of resolution in general meeting, authorizing the offer of securities	March 12, 2015	
Kinds of securities offered (i.e. whether share or debenture) and class of security	Non-Convertible Debentures, Subordinated Debt	
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture.	
Name and address of the valuer who performed valuation of the security offered	NA	
Amount, which the Company intends to raise by way of securities	Up to Rs.250,00,00,000/- (Rupees Two Hundred and Fifty Crores Only)	
Terms of raising of securities:	Duration, if applicable:	20 years from the Deemed Date of Allotment.
	Rate of Interest:	5% p.a until June 2018 with an

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		additional one time payment of Rs 1, 63, 196 per Debenture payable on June 18, 2018. From June 18, 2018 untill the Maturity Date, the Coupon shall be revised to 9.81% p.a
	Mode of Payment	cheque(s)/ demand draft/ electronic clearing services. (ECS)/ credit through RTGS system/funds transfer
	Mode of Repayment	cheque(s)/ demand draft/ electronic clearing services (ECS)/ credit through RTGS system/funds transfer
Proposed time schedule for which the offer letter is valid	June -18-2015 to June -18-2015 (deemed date of allotment)	
Purpose and objects of the offer	To part finance the cost of the Project.	
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object	NA	
Principal terms of assets charged as security, if applicable	NA	

9.3 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons	NA
Details of any litigation or	NA

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<p>legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any Promoter of the Company during the last 3 (three) years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed</p>						
<p>Remuneration of directors (during the current year and last 3 (three) financial years)</p>	<p><u>Remuneration</u></p>	<p>FY 15</p>	<p>FY 14</p>	<p>FY13</p>	<p>FY12</p>	<p>FY11</p>
<p>Related party transactions entered during the last 3 (three) financial years</p>	<p>Annexed</p>					
<p>Chief Executive & Managing Director</p>	<p>Rs. 1,62,90,219</p>					
<p>Other Directors</p>	<p>Nil</p>					

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<p>immediately preceding the year of circulation of offer letter including with regard to loans made or, guarantees given or securities provided</p>	
<p>Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of circulation of offer letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark</p>	<p>No Adverse Remarks by Auditors on Accounts in the last 5 (five) financial years.</p>
<p>Details of any inquiry, inspections or investigations</p>	<p>NA</p>

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<p>initiated or conducted under the Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of offer letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of offer letter and if so, section-wise details thereof for the Company and all of its subsidiaries</p>	
<p>Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company</p>	<p>NA</p>

9.4 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital	Rs.			
	Authorised 243,90,00,000 Equity Shares of Rs. 10/- each	2439,00,00,000			
	Issued, Subscribed and Fully Paid-up 198,13,97,606 equity Shares of Rs. 10/- each	1981,39,76,060			
Size of the Present Issue	Rs. 250,00,00,000/-				
Paid-up Capital: a. After the offer: b. After the conversion of Convertible Instruments (if applicable)	NA				
Share Premium Account: a. Before the offer: b. After the offer:	NA				
Details of the existing share capital of the Issuer:					
Sr. No.	Date of Allotment	Number of Shares	Face Value of Shares	Price	Mode of Contribution
1.	01.09.10	10000	10/-	10/-	Cash
2.	01.11.10	40000	10/-	10/-	Cash
3.	31.03.11	343949605	10/-	10/-	Cash
4.	31.01.12	93000001	10/-	10/-	Cash
5.	07.11.12	31000000	10/-	10/-	Cash
6.	22.03.12	62000000	10/-	10/-	Cash
7.	28.09.13	236316900	10/-	10/-	Cash
8.	18.12.13	107758100	10/-	10/-	Cash
9.	06.03.14	181323000	10/-	10/-	Cash
10.	25.03.14	100000000	10/-	10/-	Cash
11.	14.08.14	214000000	10/-	10/-	Cash

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12.	28.10.14	217000000	10/-	10/-	Cash
13.	16.02.15	190000000	10/-	10/-	Cash
14.	25.03.15	205000000	10/-	10/-	Cash
Details of allotments made by the Company for Consideration other than cash		NA			
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of offer letter		FY	FBT	PAT	
		2013-14	-13.82	-14.11	
		2012-13	-0.19	-0.22	
		2011-12	1.32	1.29	
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)		NA			
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of offer letter.		Annexed			
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of offer letter.		Annexed			
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company.		NIL			

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9.5 DECLARATION BY THE DIRECTORS THAT-

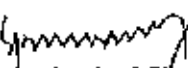
- a. the Company has complied with the provisions of the Act and the rules made thereunder;
- b. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of Debentures, if applicable, is guaranteed by the Central Government;
- c. the monies received under the Issue shall be used only for the purposes and objects indicated in the Offer letter;

I am authorized by the Board of Directors of the Company *vide* resolution number [] dated February 16, 2015 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association

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

Signed

For L&T Metro Rail (Hyderabad) Limited


Authorized Signatories

Date: 17th June 2015

Place: Hyderabad



Attachments:-

Copy of board resolution

Copy of shareholders resolution

Optional attachments, if any

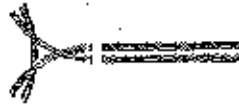
ANNEXURE - RELATED PARTY TRANSACTIONS

Particulars	In Rupees		
	FY 2014-15	FY 2013-14	FY 2012-13
HOLDING COMPANIES			
L&T Infrastructure Development Projects Limited			
Cost of Services	2,87,608	-	57,44,625
Equity Share capital money received	8,17,74,00,000	6,19,14,40,700	92,07,00,000
Fee paid for Advisory and debt arranging services	-	-	2,57,93,362
Inter Corporate Deposit received	-	-	16,00,00,000
Interest paid	-	-	54,36,712
Rent Payment	8,16,950	7,78,050	7,41,000
Purchase of fixed Assets	-	-	1,08,538
Reimbursement of expenses charged by	3,12,492	-	-
Reimbursement of expenses charged to	12,000	-	-
Larsen & Toubro Limited			
Pay roll Processing fees	4,42,427	3,18,201	2,02,248
Cost of Services by	4,63,10,747	3,82,69,951	4,41,66,972
Equity Share capital received	8,26,00,000	6,25,39,800	93,00,000
Mobilisation advance paid	-	30,37,50,000	1,45,69,93,128
Construction work in progress	18,23,02,71,539	16,04,66,81,552	6,96,41,69,119
Overheads recovered by	63,98,018	1,63,69,302	2,28,13,480
Overheads charged to	1,15,04,690	1,26,76,496	64,36,549
Cost of services charged to	82,135	-	-
FELLOW SUBSIDIARIES			
L&T Infocety Limited			
Lease Rentals paid	89,47,175	1,47,51,115	2,22,73,593
Facility management expenses	2,08,12,359	2,22,72,820	2,01,00,097
Reimbursement of expenses	1,50,46,687	1,27,67,167	1,58,62,922
Cost of Services paid	6,91,553	3,54,353	84,137
L&T Urban Infrastructure Limited			
Cost of services paid	-	-	2,19,102
L&T Gulf Private Limited			
Cost of services paid	-	6,72,112	5,34,819
Hyderabad International Trade Expositions Limited			
Cost of services paid	-	-	3,18,342
Reimbursement of expenses	-	18,534	13,685
Narmada Infrastructure Construction Enterprise Limited			
ICD received	-	-	10,00,00,000
Interest on ICD paid	-	-	11,15,068
L&T Infotech Limited			
Cost of services to	-	10,78,896	-
Reimbursement of expenses	-	84,192	-
Sale of services & products	7,68,71,791	-	-
L&T Transportation Infrastructure Limited			
Reimbursement of expenses	-	23,669	-
L&T Finance Holdings Limited			
Reimbursement of expenses	1,68,313	2,54,697	-
L&T Housing Finance Limited			
Leas rent paid	2,60,400	-	-
L&T Technology services Limited			
Cost of services charged by	4,43,822	-	-
ASSOCIATES			
L&T-Ramboll Consulting Engineers Limited			
Consultancy Services	-	-	16,85,400

Handwritten initials/signature



L&T Metro Rail
Hyderabad



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF L&T METRO RAIL (HYDERABAD) LIMITED HELD ON MONDAY, 16TH DAY OF FEBRUARY, 2015 AT 11.30 A.M. AT THE REGISTERED OFFICE AT 4TH FLOOR, CYBER TOWERS,HITEC CITY, MADHAPUR, HYDERABAD – 500 001. CERTIFIED UNDER THE PROVISIONS OF SECTION 24 OF THE COMPANIES ACT, 2013.

ISSUE OF NON-CONVERTIBLE DEBENTURES (NCDs):

RESOLVED THAT pursuant to the provisions of Section 179 and other applicable provisions, if any, of the Companies Act, 2013 (including any amendment or re-enactment thereof) and the Rules made thereunder and subject to the approval of the shareholders consent of the Board be and is hereby accorded to issue non-convertible debentures, whether secured or un-secured, listed or un-listed, in one or more tranches, to any banks, financial institutions (including NBFC's) or any other category of investors, up to an outstanding amount not exceeding Rs. 1,000 crore.

RESOLVED FURTHER THAT the below mentioned persons be and are hereby authorized, in the manner specified, to determine the class of investors to whom the non-convertible debentures are to be issued, the form, terms and timing of the issue(s), number of debentures to be allotted in each tranche, issue price, face value, premium amount in issue / redemption, rate of interest, redemption period, listings on one or more stock exchanges in India or abroad, and to sign relevant documents, deeds, writing, undertakings and modification thereof, including drafting and finalization of information memorandum, debenture trust deed, opening of bank accounts, demat account, creation of security on the present and future assets of the Company, appointing rating agencies, trustees, agents, advisors, arrangers etc. for the said purpose:

Mr. V. B. Gadgil
Mr. K Venkatesh
Mr. K. M. Manoj
Mr. J. Ravikumar
Mr. C. Vijayanand
Mr. Ashish Malhotra

Any Two Jointly



L&T Metro Rail
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RESOLVED FURTHER THAT the above mentioned Individuals be and are hereby authorized, in the aforesaid manner, to appoint the Lead Manager(s), Underwriters or any other person for managing, marketing, listing and trading of securities, for offerings of aforesaid non-convertible debentures, and to remunerate them by way of commission, brokerage, fees or the like and also to enter into and execute all such arrangements, agreements, memoranda, documents, etc. with them.

RESOLVED FURTHER THAT the Company do apply for listing of the such bonds/securities as may be issued with the Bombay Stock Exchange Limited and/or National Stock Exchange of India Limited and/or any other Stock Exchange(s) in India and/or abroad.

RESOLVED FURTHER THAT the Company do apply to the National Securities Depository Limited and/or Central Depository Services (India) Limited for admission of the Securities in demat form or any other agency in India and/or abroad.

RESOLVED FURTHER THAT the above mentioned Individuals be and are hereby authorized, in the aforesaid manner, to create necessary security, charge, if any, on such of the assets and properties (whether present or future) of the Company in respect of debentures and to approve, accept, finalize and execute facilities, sanctions, undertakings, agreements, promissory notes, credit limits and any of the documents and papers in connection with the issue of debentures.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed on the documents to be executed, if necessary, in the presence and under the signature of any two of the Directors of the Company or any one Director of the Company and the Company Secretary pursuant to the provisions of the Articles of Association of the Company.

RESOLVED FURTHER THAT the consent of the Government Nominee Director be and is hereby granted for the aforesaid resolution pursuant to Article 5.4.2 of the Concession Agreement and Article 3.1.3 of the Shareholders Agreement.

CERTIFIED TRUE COPY
FOR L&T METRO RAIL (HYDERABAD) LIMITED

ASHISH MALHOTRA
COMPANY SECRETARY



L&T Metro Rail
Hyderabad



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF MEMBERS OF L&T METRO RAIL (HYDERABAD) LIMITED HELD ON THURSDAY, THE 12TH DAY OF MARCH 2015 AT THE REGISTERED OFFICE SITUATED AT 4TH FLOOR, CYBER TOWERS,HITEC CITY, MADHAPUR, HYDERABAD – 500061 AT 3.00 PM, CERTIFIED UNDER THE PROVISIONS OF SECTION 21 OF THE COMPANIES ACT, 2013.

BORROWINGS IN EXCESS OF PAID UP SHARE CAPITAL AND FREE RESERVES:

"RESOLVED THAT pursuant to section 180 (1) (c) and other applicable provisions of the Companies Act, 2013 consent of the Company be and is hereby accorded to the Board of Directors of the Company for borrowing from time to time, any sum or sums of moneys on such terms and conditions with or without security as the Board of Directors may think fit which together with the moneys already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business), may exceed the aggregate for the time being of the paid-up capital of the Company and its free reserves, provided that the total amount of money/moneys so borrowed/to be borrowed by the Company shall not at any time exceed the limit of ₹ 14000,00,00,000/- (Rupees Fourteen Thousand Crores Only).

RESOLVED FURTHER THAT the consent of Authorized Representative of Government of Telangana be and is hereby granted for the aforesaid resolution pursuant to Article 5.4.2 of the Concession Agreement and Article 3.1.3 of the Shareholders Agreement."

CREATION OF CHARGE, MORTGAGE AND HYPOTHECATION ON MOVABLE AND IMMOVABLE PROPERTIES OF THE COMPANY

"RESOLVED THAT the consent of the Company be and is hereby accorded to the Board of Directors of the Company in terms of Section 180 (1) (a) and other applicable provisions, if any, of the Companies Act, 2013 for mortgaging and/ or creating / modifying charge on all the immovable and movable properties of the Company, wherever situate, both present and future except as not permitted under Concession Agreement and/ or to confer power to enter upon and take possession of such assets of the Company in the events as specified in the



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financing agreements in favour of SBICAP Trustee Company Limited acting as the security trustee in trust for the benefit of the Project Lenders to secure -

- (a) the financial assistance aggregating ₹11,838,00,00,000/- including letters of credit facility (hereinafter referred to as the "Facility") lent and advanced/ agreed to be lent and advance by the Lenders;
- (b) the financial assistance by way of Derivative to a limit aggregating ₹ 124,00,00,000/- with a maximum notional aggregate amount of ₹6198,00,00,000/- (hereinafter referred to as the "Derivative Facility") lent and advanced/ agreed to be lent and advance by the SBI; and
- (c) any debentures issued and/or that may be issued;

together with interests thereon at the respective agreed rates, compound interest, additional interest, liquidated damages, commitment charges, costs, charges, expenses and all other moneys payable by the Company to the Lenders under the respective sanction letters/ agreements entered into by the Company in respect of the Rupee Facility/ Guarantee Facility.

RESOLVED FURTHER THAT the Board of Directors of the Company be and is hereby authorized to finalize with the Lenders the documents for creating aforesaid mortgage and/ or charge and to do all such acts and things as may be necessary for giving effect to the above resolution.

RESOLVED FURTHER THAT the consent of Authorized Representative of Government of Telangana be and is hereby granted for the aforesaid resolution pursuant to Article 5.4.2 of the Concession Agreement and Article 3.1.3 of the Shareholders Agreement."

ISSUANCE OF NON CONVERTIBLE DEBENTURES

"RESOLVED THAT pursuant to the provisions of Sections 42, of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force) approval of



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the members be and is hereby accorded to the Board of Directors of the Company to raise funds for its general corporate purposes by way of issuance of non-convertible debentures, in one or more series/branches on such terms and conditions as may be determined by the Board of Directors.

RESOLVED FURTHER THAT the aggregate amount of non-convertible debentures offered/ proposed to be offered shall not exceed ₹ 1,000 crore (Rupees One Thousand Crore Only) during the year. Further provided that the aggregate limit of ₹ 1,000 Crore (Rupees One Thousand Crore Only) shall be subject to the overall borrowing limit of ₹ 14000 Crore provided for the Company pursuant to the shareholder resolution under Section 100 (1)(c) of the Companies Act, 2013.

RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized to do such acts, deeds, things and execute all such documents, undertaking as may be necessary for giving effect to the above resolution.

RESOLVED FURTHER THAT the consent of Authorized Representative of Government of Telangana be and is hereby granted for the aforesaid resolution pursuant to Article 5.4.2 of the Concession Agreement and Article 3.1.3 of the Shareholders Agreement."

**CERTIFIED TRUE COPY
FOR L&T METRO RAIL (HYDERABAD) LIMITED**


**ASHISH MALHOTRA
COMPANY SECRETARY**

