

Information Memorandum for Issue of Debentures on a Private Placement basis

Offer letter No:



KALPATARU POWER TRANSMISSION LIMITED

Registered Office : Plot No. 101, Part III, G.I.D.C Estate, Sector 28,
Gandhinagar - 382 028, Gujarat, India.

Tel : 91-79-23214000 Fax : 91-79-23211966/68/71

Email : rahul.shah@kalpatarupower.com Website : www.kalpatarupower.com

CIN: L40100GJ1981PLC004281

Corporate Office : 'KALPATARU SYNERGY', 8th Floor, Opp. Grand Hyatt Hotel, Vakola,
Santacruz (E), Mumbai - 400 055, India.

Tel : 91-22-30645000 Fax : 91-22-30643131

Contact Person & Compliance Officer: Mr. Rahul Shah - Company Secretary

MEMORANDUM OF INFORMATION

**(SCHEDULE - 1 DISCLOSURE AS PER SEBI GUIDELINES FOR THE ISSUE OF DEBENTURES
ON A PRIVATE PLACEMENT BASIS)**

Private Placement of Unsecured Redeemable Taxable Non-Convertible Debentures ("Debentures/NCD") of the face value of Rs. 1,000,000 each, for cash at par, aggregating Rs 100 Crores.(the "Issue")

This Private Placement Offer Letter ((hereinafter referred to as the "Offer Letter") is prepared in terms of the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 dated June 06, 2008 as amended and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 dated October 12, 2012, as applicable for private placement of Debentures. This Private Placement Offer Letter contains the disclosures as per Form No. PAS-4, pursuant to Section 42 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014.This Offer Letter is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the Debentures to be issued by the Issuer. This is only information brochure intended for private use.

General Risk

Investors are advised to take informed decision before taking an investment decision in this offering. For taking investment decision, investors must rely on their own examination of the Issuer and the Issue including the risk involved. The Debentures have not been

recommended or approved by the Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of the information contained herein.

Issuer's Absolute Responsibility:

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Information Memorandum contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue, that the information contained in this Memorandum is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.


CREDIT RATING:



The Debentures have a long term rating by CRISIL and CARE of 'AA/stable' and AA respectively.



The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating agency has a right to suspend or withdraw the rating at any time on the basis of factors such as new information or unavailability of information or any other circumstances, which it believes may have an impact.

LISTING:

The Debentures are proposed to be listed on the Debt Segment of the BSE Limited ("BSE")

Arranger

<p>IDFC Limited, Naman Chambers, C-32, G-Block, Bandra-Kurla Complex, Bandra East,, Mumbai 400051</p> <p>Tel.:+91 22 6622 2600 Extn.:22639 Mobile: +91 9833757591</p> <p>email Id:manish.kotwani@idfc.com website: www.idfc.com</p> <p>CIN:- L65191TN1997PLC037415</p>

Registrar & Transfer Agent	Debenture Trustee
 <p>Link Intime India Private Limited C-13, Pannalal Silk Mills Compound, L.B.S. Marg, Bhandup (West), Mumbai - 400 078 Tel: +91 22 25963838 Fax: +91 22 25946979 CIN:U67190MH1999PTC118368</p>	 <p><u>IL&FS TRUST COMPANY LTD</u> The IL&FS Financial Centre, Plot C- 22, G Block, Bandra Kurla Complex, Bandra(E), Mumbai 400051 <u>Tel:-</u> + 91 22 2659 3612 <u>Fax:-</u> + 91 22 2653 3297 <u>Website:</u> www.itclindia.com CIN : U66020MH1995PLC095507</p>

Auditors	Compliance Officer and Company Secretary
 <p>M/s. Deloitte Haskins & Sells, Chartered Accountants 3rd Floor, 'Heritage' Near Gujarat Vidyapith Off. Ashram Road Ahmedabad - 380 014 <u>Tel:-</u> +91 79 2758 2542 <u>Fax:-</u> +91 79 2758 2551</p>	 <p>Kalpataru Power Transmission Limited Mr. Rahul Shah, Kalpataru Power Transmission Ltd 101, Part III, GIDC Estate, Sector-28 Gandhinagar - 382 028(Gujarat) Tel : 91-79-23214000 Fax : 91-79-23211966/68/71 E-mail: rahul.shah@kalpatarupower.com CIN:L40100GJ1981PLC004281</p>

DEFINITIONS/ABBREVIATIONS

In the Offer Letter, the expressions listed below shall have the following meanings:

“Act” means the Companies Act, 2013, including the Rules there under, as amended, modified or supplemented from time to time;

“Affiliate” of the Issuer shall mean:

- (i) any company which is the holding company or subsidiary of the Issuer, or
- (ii) a person under the control of or under common control with the Issuer, or
- (iii) any person, in more than 26% of the voting securities of which the Issuer has a direct or beneficial interest.

For the purpose of this definition of Affiliate, “control” together with grammatical variations when used with respect to any Person, means the power to direct the

management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever;

"Beneficial Owner(s)" means holder(s) of Debentures holding Debenture(s) in dematerialized form (Beneficial Owner of the Debenture(s) as defined in clause (a) of sub-section of Section 2 of the Depositories Act, 1996)

"Board" or "Board of Directors" means the Board of Directors of KPTL or any Committee formed by the Board of Directors;

"BSE" means the BSE Limited;

"Business Day" means a day which is not a Sunday or a public holiday and on which clearing of cheque and RTGS facilities are available in Mumbai.

"CDSL" means the Central Depository Services (India) Limited;

"Coupon Payment Date(s)" shall mean date on which coupon accrued on the Debentures becomes due and payable"

"Debentures" means the 1,000 Unsecured, Listed, Redeemable Non-Convertible Debentures of Rs. 10,00,000/- (Rupees ten lakhs only) each aggregating Rs. 100,00,00,000/- (Rupees One Hundred crores only) issued on private placement basis.

"Debenture holder(s)" means the several persons who are, for the time being, holders of the Debentures and who are identified in the Register of Debenture holder(s) as holders of the respective Debentures for the time being;

"Debenture Trustee"/ "Trustee" means IL&FS Trust Company Ltd.

"Debenture Outstanding" shall mean any and all amounts payable by the Company to the Debenture holders and/or the Debenture Trustee in relation to the Debentures pursuant to the terms of the relevant Transaction Documents, including, without limitation:

- (i) the principal of and redemption premium in respect of Debentures, and all other obligations and liabilities of the Company, including interest on subscription monies, default interest, if any, prepayment interest, indemnities, liquidated damages, remuneration payable to the Trustee, expenses, fees, interest and penalties, incurred under, arising out of or in connection with the Debentures or any Series thereof;
- (ii) any and all sums advanced by the Debenture Trustee in order to preserve the Security created/to be created by the Company in relation to the Debentures; and
- (iii) in the event of any proceedings for the collection and/or enforcement of the Debenture Outstanding, after an Event of Default shall have occurred, the expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing the Security or any part thereof, created/to be created by the Company, or of any exercise of the Debenture Trustee of its right under the relevant Transaction Documents, together with legal fees and court costs

"Debt Securities" means non-convertible debt securities, which create or acknowledge indebtedness and include debenture, bonds and such other securities of the Issuer,

whether constituting a charge on the assets of the Issuer or not, but excludes security receipts and securitized debt instruments

“Deemed Date of Allotment” means 26th March 2015

“Depository” means a depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended, modified or supplemented from time to time

“Due Date” means the scheduled dates for the payments to be made by the Company in relation to the Debentures including the principal payments, prepayment penalty, default interest, if any, Coupon, remuneration of the Debenture Trustee, liquidated damages, if any, and all fees, costs, charges, expenses and other monies due in respect of the Debentures

“EPC” means Engineering Procurement and Construction.

“FII” means Foreign Institutional Investor (as defined under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995) registered with SEBI

“Financial Indebtedness” means in relation to any Person any indebtedness of such Person for or in respect of:

- (i) moneys borrowed;
- (ii) any amount availed of by acceptance of any credit facility;
- (iii) any amount raised pursuant to the issuance of any notes, bonds, debentures, loan stock or any other similar securities or instruments;
- (iv) shares which are expressed to be redeemable;
- (v) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted principles of accounting in India, be treated as a finance or capital lease;
- (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (vii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (viii) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance; or
- (ix) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix) above

“Financial Year” means the Financial Year ending March 31 of the relevant financial year, unless specified otherwise;

“Indian GAAP” means the generally accepted accounting practices in India;

“Interest Payment Date” shall mean shall be paid on quarterly basis from the deemed date of allotment.

"The Issue"/"The Offer"/"Private Placement" means private placement of 1,000 Redeemable Non-Convertible Debentures of Rs. 10,00,000 each for cash at par aggregating to Rs. 100 crores.

"Issuer" or "Company" means Kalpataru Power Transmission Limited ("KPTL") and includes its successors, transferees and permitted assignees from time to time;

"I.T. Act" means the Income-tax Act, 1961 as amended from time to time;

"KPTL" means Kalpataru Power Transmission Limited.

"Listing Agreement" means the Listing Agreement for Debt Securities issued by Securities and Exchange Board of India vide circular no. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009

Majority Debenture holder(s)/Majority Beneficial Owner(s)", means such number of Debenture holder(s) /Beneficial Owner(s) holding 51% of the nominal value of the then outstanding Debentures;

"Material Adverse Change" or "Material Adverse Event" shall mean any event, change or circumstance which has or which is likely to have a Material Adverse Effect.

"Material Adverse Effect" means an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause any material adverse effect on or a material adverse change [in the judgment of Debenture Trustee, acting on the instruction of the Majority Debenture holder(s)/Beneficial Owner(s)] in

- a. the business, operations, property, assets, condition (financial or otherwise) or prospects of the Company;
- b. the ability of the Company to enter into and to perform its obligations under Transaction Documents or any other related document to which Company is or will be a party; or
- c. the validity or enforceability of the Transaction Documents or any other related document or the rights or remedies of Debenture holder(s) /Beneficial Owner(s) there under;

"Management Control" shall mean "Management Control" or "Control" with relation to the Issuer/ Company shall mean -

- a) holding by any person directly or indirectly of more than 51% of the voting share capital of the Borrower and ability of that person to direct or cause direction of the management and policies of the Borrower, whether by operation of law or by contract or otherwise; or
- b) the ability of that person to appoint or cause the appointment of more than 51% of the directors on the Board of the Borrower and ability of that person to direct or

cause direction of the management and policies of the Borrower, whether by operation of law or by contract or otherwise;

"NCD(s)" or "Debenture(s)" means 1,000 Redeemable Non-Convertible Debentures of Rs.10,00,000 each of KPTL offered through private placement route under the terms of this Offer Letter.

"NEFT" means National Electronic Fund Transfer

"NSDL" means the National Securities Depository Limited;

"Offer Letter" means the Offer Letter dated 26THMarch-2015 for Private Placement of 1,000 Redeemable Non-Convertible Debentures of Rs.10,00,000 each for cash at par aggregating to Rs.100 crores

"PAN" means Permanent Account Number;

"Persons" shall include an individual, natural person, society, trust, corporation, partnership, limited liability partnership, joint venture, incorporated or unincorporated body or association, company, Government and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term "Persons" shall be construed accordingly.

Promoters" shall mean the promoter/promoter group of the Issuer as specified on the websites of Bombay Stock Exchange and National Stock Exchange as on date of filling of this Information Memorandum.

"Rate of Interest" means 9.55% per cent per annum, payable annually.

"RBI" means Reserve Bank of India.

"Record Date" means 7 days prior to the date of each of the interest payments and/or the Redemption Date.

"Redemption Date" means the date on which the Debentures shall be redeemed, being the date falling at the expiry of 3rd year from the Deemed Date of Allotment.

"Register of Debenture holders" means the register of holders of the Debentures as specified under Section 88 of the Act and for the purposes of these Debentures, the record maintained by the respective depositories under the Depositories Act, 1996 shall be deemed to be the Register of Debenture holders;

"Registrar" means Link Intime India Private Limited;

"RTGS" means Real Time Gross Settlement;

"SEBI" means the Securities and Exchange Board of India; and

“SEBI Regulations” means the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 dated June 06, 2008 and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 dated October 12, 2012, as applicable for private placement of Debentures

“Transaction Documents” shall mean the documents executed in relation to the issue of the Debentures and shall include the Debenture Trustee Agreement, Information Memorandum, the Debenture Trust Deed, and any other document that may be designated by the Debenture Trustee as a Transaction Document

Any capitalized terms used in the Offer Letter and not defined in this section shall have the respective meanings assigned to them under the remaining section hereunder.

- 1 Words denoting singular only shall include plural and vice-versa.
- 2 Words denoting one gender only shall include the other gender.
- 3 All references in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.
- 4 The headings in these sections are inserted for convenience only and shall be ignored in construing and interpreting the section.

GENERAL DISCLAIMER

This Private Placement Offer Letter (hereinafter referred to as the “Offer Letter”) is neither a prospectus nor a statement in lieu of a prospectus. The offering of rated, unsecured, redeemable, non-convertible debentures (hereinafter referred to as “Debentures”), to be listed on the Wholesale Debt Market (“WDM”) segment of the BSE Limited (the “BSE”) is being made strictly on a private placement basis. This offer letter is being circulated to identified eligible investors only, not exceeding 49 (forty nine) in number. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures issued to the public in general.

The contents of this Offer Letter are intended to be used only by those investors to whom it is issued. It is not intended for distribution to any other person and should not be reproduced by the recipient. Each copy of this offer letter is serially numbered and the person to whom a copy of the Offer Letter is sent, is alone entitled to apply for the debentures. No invitation is being made to any persons other than those to whom application forms along with this Offer Letter have been sent. Any application by a person to whom the Offer Letter and/or the application form has not been sent by the Company shall be rejected without assigning any reason. The person who is in receipt of this Offer Letter shall maintain utmost confidentiality regarding the contents of this Offer Letter and shall not reproduce or distribute in whole or part or make any announcement in public

or to a third party regarding its contents, without the prior written consent of the Company. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. It is the responsibility of the eligible investors to have obtained all consents, approvals or authorizations required by them to participate in the Issue.

This Offer Letter is issued by the Issuer. The views contained in this Offer Letter do not necessarily reflect the views of its directors, officers, employees or affiliates. This Offer Letter does not purport to contain all the information that any eligible investor may require. Further, this Offer Letter 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.

The Issuer confirms that the information contained in this Offer Letter coupled with details already available in public domain is true and correct in all respects and is not misleading in any respect to the best of understanding. All information considered adequate and relevant about the Issue and the Issuer has been made available in this Offer Letter for the use and perusal of the potential investors and no selective or additional information would be available for a section of investors in any manner whatsoever. The Issuer does not undertake to update the Offer Letter to reflect subsequent events after the date of the Offer Letter and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Apart from this Offer Letter, no offer document or prospectus has been prepared in connection with this Issue or in relation to the Issuer nor is such offer document or prospectus required to be registered under applicable laws or regulations. Accordingly, this Offer Letter has neither been delivered for registration nor is it intended to be registered with any authority. The Issuer accepts no responsibility for statements made other than in this Offer Letter (and any relevant pricing or other supplements) or any other material expressly stated to be issued by or at the instance of the Issuer in connection with the issue of the debentures and that anyone placing reliance on any other source of information would be doing so at their own risk.

The purpose of this Offer Letter is to provide general information about the issuer and to assist recipients, who are willing and eligible to invest in the Debentures. Neither this Offer Letter 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 Offer Letter should not consider such receipt a recommendation to purchase any Debentures.

Each investor contemplating purchasing 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. Eligible 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. By subscribing to the Issue, eligible investors shall be deemed to have acknowledged that the Issuer does not owe them a duty of care in this

respect. Accordingly, none of the Issuer's officers or employees shall be held responsible for any direct or consequential losses suffered or incurred by any recipient of this Offer Letter as a result of or arising from anything expressly or implicitly contained in or referred to in this Offer Letter or any information received by the recipient in connection with this Issue.

Important factors that could cause actual results to differ materially from our expectations include, but are not limited to, the following:

- increased costs for executing and/or developing our projects caused by delays due to unforeseen circumstances;
- delay or non-receipt of necessary government and other approvals;
- regulatory changes pertaining to the industry in India which have an impact on our business and our ability to respond to them;
- our ability to successfully implement our strategy, growth and expansion;
- competition in the industry in which we operate in;
- our ability to respond to technological changes;
- our exposure to market risks;
- the monetary and fiscal policies of India, inflation, deflation, unanticipated turbulence in interest rates,
- foreign exchange rates and other rates or prices; and
- general economic and political conditions in India and globally, which have an impact on our business and our ability to respond to them.

By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains or losses could materially differ from those that have been estimated. We and our Registrar, Arranger, Subscriber nor any of their respective affiliates have any obligation to update or otherwise revise any statements reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

Disclaimer by Credit Rating Agencies

CRISIL & CARE (the "Rating Agency") have assigned a rating of **AA/Stable'** and **AA** respectively in respect of this Issue. The credit rating letter along with rating rationale is attached as **Annexure I**.

The rating is not a recommendation to buy, sell or hold securities and potential Investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the Rating Agency on the basis of new information. Each rating should be evaluated independently of any other rating. The ratings are subject to revision at any point of time in the future. CRISIL & CARE's 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. CRISIL & CARE have based its ratings on information obtained from sources believed by it to be accurate and reliable. CRISIL & CARE do not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions for the results obtained from the use of such information.

DISCLAIMER CLAUSE OF SEBI AND THE STOCK EXCHANGE

As required, a copy of the Information Memorandum for Issue of Debentures on private placement basis has been filed with the Wholesale Debt Market segment of the BSE in terms of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and SEBI (Issue and

Listing of Debt Securities) (Amendment) Regulations, 2012 (“SEBI Debt Regulations”) amended from time to time and all other provisions of applicable Law.

A copy of this Information Memorandum has not been filed with or submitted to SEBI. It is distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the Issue is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

It is to be distinctly understood that submission of the Document to the BSE should not in any way be deemed or construed to mean that the Document has been cleared or approved by BSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does it warrant that the Debentures will be listed or will continue to be listed on the BSE; nor does it take any responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer.

The Board has certified that the disclosures made in this Information Memorandum are adequate and in conformity with SEBI Debt Regulations in force for the time being. This requirement is to facilitate potential Investors to take an informed decision for making investment in the proposed Issue.

DISCLAIMER IN RESPECT TO JURISDICTION

The Issue is made in India to investors as specified under the Section titled “Eligible Investor” 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 non exclusive jurisdiction of the courts and tribunals in Mumbai. 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.

DEBENTURE DOCUMENTS

Notwithstanding any provision or statement to the contrary but subject to the disclosures made in the Debenture Documents, no statement, provision, information or fact contained in this Information Memorandum shall result in any defence, disclaimer or waiver or excuse of any obligation or liability of the Issuer or any of the obligors under the Debenture Documents.

CAUTIONARY NOTE

No person including any employee of the Issuer has been authorized to give any information or to make any representation not contained in this Information Memorandum. Any information or representation not contained herein must not be relied upon as having being authorized by or on behalf of the Issuer. Neither the delivery of this Information Memorandum at any time nor any statement made in connection with the offering of the Debentures shall under the circumstances imply that any information/representation contained herein is correct at any time subsequent to the date of this Information Memorandum. The distribution of this Information Memorandum

or the Application Forms and the offer, sale, pledge or disposal of the Debentures may be restricted by law in certain jurisdictions.

DISCLAIMER OF THE ARRANGERS

It is advised that the Issuer has exercised self due diligence to ensure complete compliance of prescribed disclosure norms etc. in this Offer Letter. The role of the Arrangers in the assignment is confined to marketing and placement of the Debentures on the basis of this Offer Letter as prepared by the Issuer. The Arrangers have neither scrutinized/vetted nor have they done any due-diligence for verification of the contents of this Offer Letter. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Arrangers or any of their officers as to the adequacy, completeness or reasonableness of the information contained herein or of any further information, statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto.

The Arrangers shall use this Offer Letter for the purpose of soliciting subscription from eligible investors for the Debentures to be issued by the Issuer on a private placement basis. It is to be distinctly understood that the aforesaid use of this Offer Letter by the Arrangers should not in any way be deemed or construed that the Offer Letter has been prepared, cleared, approved or vetted by the Arrangers; nor do they in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Offer Letter; nor do they take responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of the Bank. The Arrangers or any of their directors, employees, affiliates or representatives do not accept any responsibility and/or liability for any loss or damage arising of whatever nature and extent in connection with the use of any of the information contained in this Offer Letter.

Please note that:

- a. The Arrangers and/or their Affiliates may, now and/or in the future, have other investment and commercial banking, trust and other relationships with the Issuer and with other persons ("Other Persons");
- b. As a result of those other relationships, the Arrangers and/or their Affiliates may get information about Other Persons, the Issuer and/or the Issue or that may be relevant to any of them. Despite this, the Arrangers and/or their Affiliates will not be required to disclose such information, or the fact that it is in possession of such information, to any recipient of this Offer Letter;
- c. The Arrangers and/or their Affiliates may, now and in the future, have fiduciary or other relationships under which it, or they, may exercise voting power over securities of various persons. Those securities may, from time to time, include Debentures of the Issuer; and
- d. Each of the Arrangers and/or their Affiliates may exercise such voting powers, and otherwise perform its functions in connection with such fiduciary or other relationships, without regard to its relationship to the Issuer and/or the Debentures.

This Private Placement Offer Letter is prepared under the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Securities and

Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 dated June 6, 2008, as amended, and Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations, 2012 dated October 12, 2012, for private placement of the Debentures. This Offer Letter is neither a prospectus nor a statement in lieu of prospectus and does not constitute an offer to the public generally to subscribe for or otherwise acquire the debt securities to be issued by the Company. This is only an information brochure intended for private use

Debenture Redemption Reserve (DRR)

The Company shall maintain the Debenture Redemption Reserve as per section 71(4) of the Companies Act, 2013 read with Rule 18(7) of Companies (Share Capital and Debentures) Rules, 2014 and circulars issued by Central Government in this regard.

Issue Schedule
Issue Opening Date: 26 th March 2015
Issue Closing Date: 26 th March 2015
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.

Credit Rating:

CRISIL & CARE have vide its letters dated 20th and 23rd March, 2015 respectively, assigned "CRISIL AA/stable" and "CARE AA" rating to the Issue of Debentures. Instruments with this rating are considered to offer high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The above rating(s) are not a recommendation to buy, sell or hold Debentures and investors should take their own decisions. The rating may be subject to revision or withdrawal at any time by the assigning rating agency on the basis of new information being made available. Each rating should be evaluated independent of any other rating.

Listing:

Debentures offered through this Information Memorandum are proposed to be listed on the Wholesale Debt Market Segment of the Bombay Stock Exchange Limited (BSE). Application for 'in-principle' listing approval has been made to BSE vide letter dated 24th March, 2015. BSE had given its 'in-principle' listing approval vide letter reference no. DCS/COMP/RK/IP-PPD/370/14-15 dated 25th March, 2015. For the purpose of the Issue, the designated stock exchange shall be BSE. However, while the Issuer is of the reasonable view that final approval for listing and admitting the Debentures for trading on the BSE will be obtained in ordinary course, the same cannot be guaranteed.

1. GENERAL INFORMATION

- a. Name, address, website and other contact details of the company indicating both registered office and corporate office;

Name of the Company

Kalpataru Power Transmission Limited
("KPTL")

Website	www.kalpatarupower.com
Contact Details	Tel. No.+91 79 232 14000. Fax no. +01 79 232 11966
Compliance Officer of the Company	Mr. Rahul Shah, Company Secretary , Tel. No.+91 79 232 14000. Fax no. +01 79 232 11966 e-mail - Rahul.shah@kalpatarupower.com
Chief Finance Officer of the Company	Mr. Kamal Jain, Director(Finance)& CFO Tel. No.+91 79 232 14000. Fax no. +01 79 232 11966 e-mail - kkj@kalpatarupower.com
Registered office	Kalpataru Power Transmission Limited Plot No. 101, Part III, G.I.D.C Estate, Sector 28, Gandhinagar - 382 028, Gujarat, India. CIN:L40100GJ1981PLC004281
Corporate Office of the Company	KALPATARU SYNERGY', 8th Floor, Opp. Grand Hyatt Hotel, Vakola, Santacruz (E), Mumbai - 400 055,India
b. Date of Incorporation of the Company	23/04/1981
c. Brief Summary of the Business/activities carried on by the company and its subsidiaries with the details of branches or units, if any;	

(a) Background

The Company was incorporated in the State of Gujarat on April 23, 1981 as H.T. Power Structure Private Limited under the Companies Act. The name of the Company was changed to H.T. Power Structure Limited by way of a shareholders resolution dated November 22, 1993 and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, Gujarat on December 20, 1993.

The name of the Company was changed to Kalpataru Power Transmission Limited by way of a shareholders resolution dated December 20, 1993 and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, Gujarat on January 4, 1994.

The Company made its initial public offering in December 1994 and its shares are currently listed on the Bombay Stock Exchange Limited and the National Stock Exchange of India Limited.

KPTL is one of the Kalpataru Group of companies, which also has interests in, among others, real estate and property development businesses in India. The Group also has

interests in civil contracting and infrastructure services businesses in India, through JMC, of which KPTL owns 67.19% equity stake. JMC constructs factories and buildings, as well as infrastructure projects, such as roads, flyovers and metro stations. For the year ended March 31, 2014, JMC had Net Sales of Rs.2,658.83 crores. As of March 31, 2014, had an order book position of Rs.5,100 crores.

Company has three production units, 2 at Gandhinagar Gujarat and 1 at Raipur, Chhatisgarh. Company has various project offices in India and overseas.

Brief summary of the business/ activities and its line of business

Kalpataru Power Transmission Limited (KPTL) is a leading diversified global EPC player in power transmission & distribution (T&D) sector and also operates in oil & gas pipeline, railways, infrastructure development, civil contracting & agri-logistics and warehousing business. Over the years, it has expanded its footprints in 40 countries across the globe including India, Africa, Middle East, SAARC, USA, Canada, Australia, North America, Rwanda, Egypt, Zambia, CIS region and Far East. Currently, the Company is implementing turnkey contracts in over 18 countries. As on 31st March, 2014, the Company has consolidated an order book of INR 11,600crore and standalone order book of INR 6,500crore.

(b) Business Segments

➤ *Engineering, Procurement and Construction Services (EPC)*

i. Transmission & Distribution Division

As an industry leader in the power transmission business, KPTL provides end-to-end solution ranging from in-house designs, testing, procurement and fabrication to erection, installing and commissioning of transmission lines. With state-of-the-art testing facility and a production capacity of more than 1,80,000 MT of transmission towers, KPTL is among the trusted names in the industry. The Company has installed over 14,000 kms of transmission lines and supplied over 1 million tons of towers across the globe supported by its strong and dedicated human resource pool of more 1900 professionals.

During the year 2013-14, the Company strengthened its leadership position in the Indian market by displaying on-time project execution and maintaining highest safety standards. Continuous expansion into overseas markets to diversify and de-risk its business led to addition of 3 new markets during the year. Share of international orders is now 55% of the overall order book.

By choosing international projects, which are normally funded by global multi-lateral funding agencies such as World Bank, International Monetary Fund (IMF), African Development Bank, Asian Development Bank, etc., the Company significantly reduces its credit risk.

The Company has expanded its manufacturing capacity to over 180,000 MT per annum by setting up a green-field tower manufacturing plant of 55,000 MT at Raipur, Chhatisgarh. This plant would support domestic operations by providing

cost synergies due to close proximity with project locations and raw material sources. Also, existing two plants at Gandhinagar, Gujarat, shall focus on international orders, which being closer to ports, bring operational efficiency in serving international projects.

ii. Civil Construction (JMC projects)

JMC Projects India Limited (JMC), a subsidiary of Kalpataru Power Transmission Limited (KPTL), is a leading contracting company that undertakes Civil & Structural works for Factories and Buildings, Roads and Bridges, Power Plants, Water pipelines, Rail and Metro Infrastructure projects in India and abroad. Incorporated in 1982, it has a professionally qualified workforce of over 3,000 people.

The Company is one of the fastest growing Indian constructions Company and has a strong order book of over INR 5,100crore. The Company has expanded its footprints outside Indian by pocketing its first road EPC contract in Ethiopia in Africa. The Company plans to leverage on strong global understanding of its parent company and strengthen its international portfolio going forward.

iii. Oil & Gas Infrastructure

KPTL undertakes EPC contracting for cross-country pipelines, terminals and gas gathering stations for oil & gas sector across diverse territories. The Company has a well qualified engineering and designing team for successful completion of projects and provides end-to-end solutions.

Over the years, KPTL has catered to some of the major players in the oil & gas sector and has been involved with setting up of more than 70 oil & gas stations and laying of over 2,500 kms of pipeline across the country. It is presently executing 6 projects of GAIL, Indian Oil Corporation Limited (IOC), Oil India Limited (OIL)&Hindustan Petroleum Company Limited (HPCL) with an order value of around INR 600crore.

iv. Railways Infrastructure

A relatively smaller portion of the Company's business, KPTL diversified into railway EPC business which leverages on with KPTL's skills for track electrification and JMC Projects for its civil infrastructure work. The Company offers an entire range of services on turnkey basis in railway infrastructure projects globally and is geared up for various more such bids across geographies. The Company is executing an international turnkey project in Bangladesh.

➤ Biomass Power Plant

KPTL has two operational biomass plants in Rajasthan, a 7.8 MW in Ganganagar district and an 8 MW plant in Tonk District of Rajasthan. Kalpataru Power is one of the few companies around the globe to get registered with United Nations Framework Convention on Climate Change in 2005 and has benefited from CERs (Certified Emission Reduction) generated from its both the plants.

➤ **Power Transmission BOOT**

With the advent of the Public Private Partnership (PPP) mode, KPTL has expanded its business portfolio by executing the first Transmission Line Design, Build, Finance, Operate and Transfer (DBFOT) project at Jhajjar (Haryana), which was commissioned in FY'12. The project was completed in a record time of 15 months and the Company shall own the project for 25 years which can further be extended to 10 years.

The Company is successful in securing one more DBFOT project from Madhya Pradesh State Electricity Board to built, own, operate & transfer 240 Kms, 400 KV Double Circuit Power Transmission line between Satpura to Ashta, under Viability Gap Funding for concession period of 25 years with construction period of 15 months with optional extension of 10 years on annuity basis. Construction of transmission line is progressing well and expected to achieve COD as per schedule.

➤ **Road BOOT**

JMC Projects (I) Ltd. is executing four Road BOOT Projects, & we have already received provisional COD for all four projects.

➤ **Milestones Achieved**

April 1981	Incorporated as H T Power Structures Pvt. Ltd
April, 1984	Awarded first 220 KV contract
May, 1986	Awarded first 400 KV contract
March, 1991	Achieved 1,000 MTs production monthly
August, 1993	Awarded first 500 KV contract
April, 1994	Awarded first Physical Export contract
December, 1994	Receipt of ISO 9001 Certificate
December, 1994	Initial Public Offering (IPO)
September, 1995	Awarded first 800 KV contract
October, 1998	Commissioning of R & D and Testing Station
June, 2001	Awarded First Over-seas Turnkey contract
December, 2002	Awarded single largest Project of 1,150 kms of 400kv line (Rihand) - 46,000 MTs for Powergrid, India
September, 2003	Commissioning of Bio Mass Power Plant at Ganganagar, Rajasthan
November, 2004	Completion of third overseas 132 KV project for Zesco, Zambia ahead of contractual schedule in a record period of 8 months
January, 2005	Completion of over 900 kms of 400 KV D/C for Rihand project of Powergrid, ahead of contractual schedule
January, 2005	Strategic diversification into 11/33 KV Distribution projects in India.
August, 2005	Commissioning of New Fabrication Plant at Gandhinagar with a capacity of 30,000 Tonnes p.a. (A 100% EOU)
October, 2005	Awarded First Pipeline Contract - over 400 kms of below 16" for BPCL
July, 2006	Awarded Prestigious Pipeline contract - 74kms x 30" for GAIL (Panvel-Dabhol)
March, 2007	KPTL Crossed turnover of Rs. 2,000 crores (Rs. 20 Billion) on consolidated basis

April, 2007	Ranked as the fastest growing Mid-Cap company of India, Business Today
March, 2008	Crossing the turnover of Rs 2,650 crores on a consolidated basis
September, 2008	Production capacity increased to 108000 MTS p.a., one of the largest tower fabrication facilities at single location in the World.
May, 2010	Company has successfully raised over Rs. 450 crore (USD 101 Million) through QIP issue under SEBI (ICDR) Regulation, 2009, to support our growth plans.
September, 2010	Production capacity increased to 132,000 MTS p.a., by adding additional 24,000 MTs
March, 2012	The first intra state transmission DBFOT (Development of a 400 kV/220 kV transmission system for the evacuation of electricity from the 2 x 660 MW thermal power plant at Jhajjar, Haryana) project for Harayana Vidhyut Prasaran Nigam Ltd has been commissioned by SPV of our Company and is running successfully above the committed load level.
March, 2013	Company has set up green-field, State of the Art tower manufacturing plant at Raipur, Chhattisgarh having total production capacity of 55,000 Mts. With this expansion, the Company's total production capacity has reached over 180,000 MTs and the Company has become largest tower manufacturing company of India and one of the largest of Globe.

➤ **Awards & Recognition**

Year	Particulars
2014	Jhajjar KT Transco P. Ltd. has been selected for Silver Shield for Early Completion of Transmission Project for the year 2011-12 by Central Electricity Authority under Comprehensive Award Scheme of Ministry of Power.
2013	SLL awarded trophy by CII - Supply chain and logistics excellence (SCALE) Award-2013 for its exemplary performance in Agri Sector.
2013	KPTL, UAE got recognition from Health Authority-Abu Dhabi for the successful implementation of "Working in heat program" at our various sites for last four years.
2012	KPTL awarded trophy for the 3 rd highest volume of Export containers at ICD Khodiyaar, Ahmedabad by CONCOR for 2012-13 (2470 Containers)
2011	Received Runner up of the 2011 Corporate Social Responsibility Award in recognition of exemplary success in voluntarily improving the quality of life for the local community and society at large by IPLOCA for Infra Division
2010	Received certificate of honour (3 million safe hours) from Gujarat Safety Council in association with Dir. of Industrial Safety & Health, Govt. of Gujarat for year 2010.
2007	NDTV Profit Awards - Kalpataru Power Transmission Ltd., has been adjudged "The Best emerging value creator" (Mid-Size Companies) runner up for Outlook Money
2007	Business Today - Kalpataru Power Transmission Ltd. has been listed in

	"India's most investor-friendly companies"
2007	Business Today - Business Today rates Kalpataru Power Transmission Ltd as "Fastest growing Mid-Cap Company of India"
2006-07	D&B- ECGC Indian Exporters Excellence Award - Kalpataru Power Transmission Ltd has been awarded as the "Top Exporter in the Engineering Goods Sector"
2002-03 2001-02 1998-99 1995-96	Engineering Export Promotion Council - Kalpataru Power Transmission Ltd has been awarded a "Certificate of Export Excellence"
2000-01 1999-00 1997-98	Container Corporation of India Limited, Sabarmati (Ahmedabad) - Kalpataru Power Transmission Ltd has been awarded the certificate for "Exporting maximum number of Containers"
2001-02 1999-00 1997-98	Engineering Export Promotion Council. - Kalpataru Power Transmission Ltd has been awarded Export performance, All India Trophy for Highest Export among Non-SSI Units in the Fabricated Steel Structures including Transmission Line Towers Panel
1998-99	Honorable Prime minister of India - Kalpataru Power Transmission Ltd has been awarded a certificate of "Meritorious export performance in Fabricated Steel towers including TransmissionLineTowers"

➤ Domestic/Foreign direct/indirect Subsidiaries and their Businesses as on 31st March, 2014

SN	Name of Subsidiary	Business of Subsidiary
1	JMC Projects (India) Ltd. (67.19% Subsidiary), Listed Company	Civil Construction
2	Shree Shubham Logistics Ltd. (76.60% Subsidiary)	Agro Warehousing, Logistics and Trading
3	Energylink (India) Ltd. (100% Subsidiary)	Real Estate Development
4	Amber Real Estate Ltd. (100% Subsidiary)	Real Estate Development
5	Kalpataru Power Transmission USA Inc. (100% Subsidiary)	Power Transmission
6	Kalpataru Power Transmission (Mauritius) Ltd. (100% Subsidiary)	Investment Holding
7	Kalpataru SA (Proprietary) Ltd. (100% Subsidiary)	Power Transmission
8	Kalpataru Power Transmission Nigeria Ltd. (100% Subsidiary)	Power Transmission
9	Adeshwar Infrabuild Ltd. (100% Subsidiary)	Cement & mining
10	Saicharan Properties Ltd. (a 100% Subsidiary of Energylink (India) Ltd.)	Real Estate Development

11	Kalpataru Power JLT. (a100% Subsidiary of Kalpataru Power Transmission (Mauritius) Ltd.)	Power Transmission and Trading
12	Kalpataru Power Transmission Ukraine. (100% Subsidiary)	Power Transmission
13	JMC Mining & Quarries Ltd. (a 100% Subsidiary of JMC Projects (India) Ltd.)	Mining
14	Brij Bhoomi Expressway Pvt. Ltd.(a 100% Subsidiary of JMC Projects(India) Ltd.)	Road BOOT
15	Wainganga Expressway Pvt. Ltd.(a 100% Subsidiary of JMC Projects(India) Ltd.)	Road BOOT
16	Vindhyachal Expressway Pvt. Ltd.(a 100% Subsidiary of JMC Projects(India) Ltd.)	Road BOOT
17	Kalpataru Satpura Transco Private limited. (100% Subsidiary)	Transmission BOOT

d. Brief particulars of the management of the company;

SN	Name	Designation
1	Mr. Ranjit Singh	Managing Director
2	Mr. Manish Mohnot	Executive Director
3	Mr. Kamal K. Jain	Director (Finance) & CFO
4	Mr. Dinesh B. Patel	Director (Operations)
5	Mr. Sanjay Dalmia	Head (International Business)
6	Mr. Gyan Prakash	President & CEO (Infrastructure Division)
7	Mr. Subhasish Mukherjee	President (International Business)
8	Mr. S. Ayya. Durrai Pandian	President (Constructions)
9	Mr. M.A. Baraiya	President (HR & Admin)
10	Mr. Prasun Kumar Dutta	Head (Substation Division)
11	Mr. Anil Kumar	Head (Railways)

e. Names, addresses, DIN and occupations of the directors as 31st March, 2014

SN	Name	DIN	Address	Occupation
1.	Mr. Mofatraj P. Munot	00046905	Munot Villa, Westfield Compound Lane, 63-K, Bhulabhai Desai Road, Mumbai -400 026	Industrialist
2.	Mr. Mahendra G. Punatar	00533198	1302, 13th Floor, Raheja Majestic, Near Starcity Theatre, Manmala Road, Matunga (West) Mumbai - 400 010	Professional
3.	Mr. K. V. Mani	00533148	Flat No.1823,	Professional

			CloverHighlands, NIBM Road, Khondwa, Pune - 411 048	
4.	Mr. Parag Munot	00136337	Munot Villa, Westfield Compound Lane, 63-K, Bhulabhai Desai Road, Mumbai -400 026	Industrialist
5.	Mr. Manish Mohnot	01229696	7 th Floor, 701 Nandalaya Building, Plot No.20, N S Road no.6, JVD Scheme, Vile Parle (West) Mumbai - 400 056	Service
6.	Mr. Vimal Bhandari	00001318	Flat No.164, 16 th Floor, Tower 'A' Kalpataru Horizon, SK Ahire Marg, Worli, Mumbai - 400 018	Professional
7.	Mr. Narayan Seshadri	00053563	Flat No.10, 7 th Floor, Skylark Co-Operative Housing Society Ltd., Little Gibbs Road, Malabar Hill, Mumbai 400 006	Professional
8.	Mr. Ranjit Singh	01651357	D-4/5, 4 th Floor, 399 Near Nehru Foundation, Bodakdev, Ahmedabad - 380 054	Service
9.	Mr. Sajjanraj Mehta	00051497	703, Atmaj, 94-C, August Kranti Marg, Mumbai - 400 036	Professional

None of the Directors are appearing in the RBI defaulter list and / or ECGC default list.

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. Pankaj Sachdeva Managing Director 02278031	09.07.2008 Appointment	09.07.2008	Resigned on 31.10.2012
Mr. Ranjit Singh Managing Director 01651357	31.10.2013 Appointment	31.10.2013	Appointed as Managing Director
Mr. S.P. TalwarIndependent Director 00059681	30.01.2009	25.07.2013	Resigned on 25 th July 2013

Details of the nature of family relationship between any of the directors of the Company:

Mofatraj P Munot is father of Mr. Parag M Munot and Mr.Parag M Munot is son of Mr. Mofatraj P Munot.

f. MANAGEMENT'S PERCEPTION OF RISK FACTORS:

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Debentures. These risks may include, among others, business aspects, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Prospective investors should carefully consider all the information in this Offer Letter, including the risks and uncertainties described below, before making an investment in the Debentures. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Risks related to the Issue

An investment in Debentures involves risks. These risks may include, among others, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Some of these are briefly discussed below. Potential Investors and subsequent purchasers of the Debentures should be experienced with respect to transactions in instruments such as the Debentures. Potential Investors and subsequent purchasers of the Debentures should understand the risks associated with an investment in the Debentures and should only reach an investment decision after careful consideration, with their legal, tax, accounting and other advisers, of (a) the suitability of an investment in the Debentures in the light of their own particular financial, tax and other circumstances and (b) the information set out in this Information Memorandum.

The Debentures may decline in value and marketability and Investors should note that, whatever their investment in the Debentures, the cash amount due at maturity will be equivalent to the face value of the Debentures. More than one risk factor may have 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 assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures.

1. Early Termination for Extraordinary Reasons, Illegality and Force Majeure

If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Debentures has become illegal based on any new regulatory

developments post the time of issuance, the Issuer may, at its discretion, redeem the Debentures early.

2. Taxation

Potential purchasers and sellers of the Debentures should be aware that they may be required to pay stamp duties or other documentary charges/taxes in accordance with the laws and practices of India. Payment and/or delivery of any amount due in respect of the Debentures will be conditional upon the payment of all applicable taxes, duties and/or expenses.

Potential Investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential Investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

3. Interest Rate Risk

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

4. The Debentures may be Illiquid

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this Information Memorandum, application has been made to list or quote or admit to trading the Debentures on the stock exchange or quotation system(s) specified. If the Debentures are so listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be maintained. 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. The listing of the Debentures is subject to receipt of the final listing and trading approval from the Stock Exchange.

The Issuer may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market

is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

5. Downgrading in credit rating

The Debentures have been rated by CRISIL & CARE having rating of AA/ stable and AA respectively for the issuance of Debentures for an aggregate amount of Rs.200 Crores (Rupees Two Hundred Crores only). The Issuer cannot guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures.

Provided that, in the event of a downgrade in the rating of Debentures from the present 'AA Stable' to 'A Stable' or lower by CRISIL, the Debenture Holders shall have the right to call upon the Company to redeem the Debentures along with all outstanding dues in connection thereof within 15 days from such downgrading, ('Put Option Notice'). The Company shall within 30 (thirty) days from such Put Option Notice redeem the Debentures, along with all outstanding dues payable to the Debenture Holders under the Transaction Documents .

6. Future legal and regulatory obstructions

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Issuer's control and such new law, regulation, comment, statement or policy change could have an adverse effect on market for and the price of the Debentures.

Further, the RBI or other regulatory authorities may require clarifications on this Information Memorandum, which may cause a delay in the issuance of Debentures or may result in the Debentures being materially affected or even rejected.

7. Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally.

Since 1991, successive Indian governments have pursued policies of economic liberalization. The role of the Central and State Governments in the Indian economy as producers, consumers and regulators has remained significant. If there was to be any slowdown in the economic policies, or a reversal of steps already taken, it could have an adverse effect on the debt market which as such is exposed to the risks of the Indian regulatory and policy regime and also have an impact on global economic market.

g. Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of -

Private Placement Offer Letter

Private & Confidential -for Private Circulation only

i) Statutory dues	: -	Nil
ii) Debentures and interest thereon	: -	Nil
iii) Deposits and interest thereon	: -	Nil
iv) Loan from any bank or financial institution and interest thereon	: -	Nil

2. PARTICULARS OF THE OFFER

- a. Date of passing of board resolution:- 4th August 2014
- b. Date of passing of resolution in the general meeting, authorizing the offer of securities:-
27th September 2014
- c. Kinds of securities offered (i.e. whether share or debenture) and class of security:-
Unsecured Redeemable Taxable Non-Convertible Debentures ("Debentures/NCD") of the face value of Rs. 1,000,000 each, for cash at par, aggregating Rs 100 Crores
- d. Price at which the security is being offered including the premium, if any, along with justification of the price; :-
Each NCD is having face value of Rs. 1,000,000 each, for cash at par,
- e. Name and address of the valuer who performed valuation of the security offered; :-
Not Applicable being unsecured debenture
- f. Amount which the company intends to raise by way of securities; :-
Rs. 100 crores
- g. Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment; :-
Please refer Summary Term Sheet detailing brief information pertaining to the terms of the issue on page no.68 of this document.
- h. Proposed time schedule for which the offer letter is valid:-
Open on 26th March 2015 and closing on 26th March 2015

i. Purposes and objects of the offer:-

General corporate purpose including but not limited to capital expenditure, refinance of existing debt and long term working capital.

j. contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects; :-

Nil

k. Principle terms of assets charged as security, if applicable;:-

Not Applicable being unsecured

3. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.

i. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons

NIL

ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed

The Company has been given to understand that the Promoter does not have any litigation or legal action pending or taken by any Ministry or Department of the Government or any statutory authority during the 3 (three) preceding Financial Years or any directions issued by such Ministry or Department of the Government.

iii. Remuneration of directors (last three financial years);

Rs. In lacs

Name of Director	FY 2013-14	FY 2012-13	FY 2011-12
Mr. Ranjit Singh (as Managing Director w.e.f. 01.11.2012)	412.00	173.67	-
Mr. Pankaj Sachdeva(as Managing Director till 31.10.12)	-	160.86	178.80
Mr. Manish Mohnot	337.00	310.40	266.180
Mr. K.V. Mani	51.00	90.80	91.00
Mr. Mofatraj P. Mumpt	111.00	66.00	96.40
Mr. Sajjanraj Mehta	13.00	8.50	8.90
Mr. M.G. Punatar	11.00	7.00	7.65
Mr. Parag M. Munot	9.00	5.60	6.00
Mr. Vimal Bhandari	11.00	7.50	7.90

Mr. Narayan Seshadri	11.00	7.50	7.65
Mr. S.P. Talwar (Till 25 th July 2013)	-	5.60	6.20

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

SN	Particulars	Relationship	2013-14	2012-13	2011-12
1	Investment in Equity Shares				
	Shree Shubham Logistics Limited	Subsidiary	-	-	12.85
	KPT Netherlands B.V.	Subsidiary	-	-	0.12
	Kalpataru Satpura Transco Pvt. Limited	Subsidiary	56.54	-	-
	Kalpataru Power Transmission International BV	Subsidiary	-	3.36	1.35
	Kalpataru Power Transmission (Mauritius) Limited	Subsidiary	-	1.50	-
	Gestamp Kalpataru Solar Steel Stru. P. Ltd.	Joint Venture	-	-	15.00
	Other Subsidiaries		-	0.27	0.15
2	Net Loans and advances given/(returned)				
	Shree Shubham Logistics Limited	Subsidiary	(114.68)	65.10	2.93
	Amber Real Estate Limited	Subsidiary	31.46	74.35	22.25
	Kalpataru Satpura Transco Pvt. Limited	Subsidiary	11.67	-	-
	Jhajjar KT Transco Pvt. Limited	Joint Venture	(2.81)	1.39	-
	Other Subsidiaries		4.55	1.46	1.31
3	Construction of Fixed Assets				
	JMC Projects (India) Limited	Subsidiary	12.55	34.63	13.98
	Kalpataru Enterprises	Associate	1.53	3.70	1.45
	Other Associates		0.04	0.19	0.15
4	Revenue from Operations				
	Kalpataru Satpura Transco Pvt. Limited	Subsidiary	148.62	-	-
	JMC Projects (India) Limited	Subsidiary	48.55	77.22	3.36
	LLC Kalpataru Power Transmission, Ukraine	Subsidiary	4.95	13.08	-

	Kalpataru Power Transmission USA INC	Subsidiary	3.29	0.43	6.44
	Jhajjar KT Transco Pvt. Limited	Joint Venture	1.50	1.51	77.24
5	Job Charges				
	LLC Kalpataru Power Transmission, Ukraine	Subsidiary	152.75	-	-
	JMC Projects (India) Limited	Subsidiary	-	-	1.63
6	Other Income				
	Energy Link (India) Limited	Subsidiary	16.77	15.26	13.91
	Amber Real Estate Limited	Subsidiary	15.90	6.74	3.93
	Shree Shubham Logistics Limited	Subsidiary	10.82	14.54	11.12
	Jhajjar KT Transco Pvt. Limited	Joint Venture	0.83	0.92	0.57
	Other Subsidiaries		1.79	3.56	3.56
	Other Joint Ventures		0.00	0.00	0.91
7	Reimbursement of Expenses (Receivable)				
	Shree Shubham Log. Limited	Subsidiary	-	2.75	0.05
	Kalpataru Satpura Transco Pvt. Limited	Subsidiary	0.37	-	-
	Gestamp Kalpataru Solar Steel Structures Pvt Ltd.	Joint Venture	-	0.36	0.45
	Other Subsidiaries		-	0.02	-
	Jhajjar KT Transco Private Limited		-	-	2.91
8	Rent Expenses				
	Kalpataru properties pvt. Limited	Associate	6.30	6.30	3.05
	Other Associates		-	0.02	0.03
9	Service Charges				
	Kalpataru Power Transmission USA Inc.	Subsidiary	2.86	5.04	2.57
10	Interest Paid				
	JMC Projects (India) Limited	Subsidiary	-	0.51	0.14
11	Sale of Fixed Assets				

	Shree Shubham Logistics Limited	Subsidiary	-	0.39	-
12	Equipment Hire Charges Energy Link (India) Limited JMC Projects (India) Limited	Subsidiary Subsidiary	0.25 0.28	0.28 -	0.28 -
13	Reimbursement of Expenses (Payable) Property Solutions (I) Pvt. Limited Kalpataru properties pvt. Limited Messers Habitat Kalpataru Power Transmission USA Inc. Other Subsidiaries Other Associates	 Associate Associate Associate Subsidiary Other Associates	 0.37 0.27 0.20 - - 0.13	 0.29 0.34 - 0.12 0.01 0.05	 0.05 0.15 - 0.27 0.16 0.12
14	Salary & Commission Manish Mohnot Ranjit Singh Pankaj Sachdeva Mofatraj P. Munot Parag Munot Umang Golecha	 Key Managerial Personnel Key Managerial Personnel Key Managerial Personnel Promoter Director Promoter Director Relative of Promoter Director	 3.37 4.12 - 1.10 0.08 0.28	 3.10 1.74 1.61 0.65 0.05 -	 2.66 - 1.79 0.95 0.05 -
15	Security Charges P.K. Velu & Co. Pvt. Ltd.	 Associate	 -	 -	 0.01

4. FINANCIAL POSITION OF THE COMPANY

- (a) The capital structure of the company in the following manner in a tabular form-

Particulars	Details as at March 31, 2014
The authorized capital	17,50,00,000 shares of Re.2 each aggregating to Rs.35 crore
Issued, subscribed, and paid up capital	15,34,60,570 shares of Re.2 each aggregating to Rs.30.69 crore
Issued, subscribed, and paid up capital after the offer	15,34,60,570 shares of Re.2 each aggregating to Rs.30.69 crore
(B) after conversion of convertible instruments (if applicable)	Not applicable
share premium account (before and after the offer)	Security premium account as at March 31, 2014 was Rs. 779.42 crore. No change is envisaged in security premium post issuance of debentures.

Changes in capital structure of the Issuer since incorporation

S N	Date of Allotment	No. of Equity Shares Allotted	Face Value (Rs.)	Issue Price (Rs.)	Nature of Consideration	Nature of allotment	Cumulative No. of Equity Shares	Cumulative Paid-up capital (Rs.)	Cumulative Equity Share Premium
1	21/07/1981	15	100	100	Cash	Subscribed to MOA & AOA		1,500	
2	12/01/1983	7070	100	100	Cash	Right Issue		708,500	
3	02/02/1983	3290	100	100	Cash	Right Issue		1,037,500	
4	27/10/1983	6200	100	100	Cash	Right Issue		167,500	
5	07/12/1984	1227	100	100	Cash	Right Issue		1,780,200	
6	31/03/1986	2198	100	100	Cash	Right Issue		2,000,000	
7	03/01/1987	6000	100	100	Cash	Right Issue		2,600,000	
8	07/03/1987	13000	100	100	Cash	Right Issue		3,900,000	
9	27/06/1987	1000	100	100	Cash	Right Issue		4,000,000	
10	27/06/1989	10000	100	100	Cash	Right Issue		5,000,000	
11	20/03/1992	45000	100	100	Cash	Right Issue		9,500,000	
12	29/09/1993	188500	100	100	Other than Cash	Bonus 1:2		28,350,000	
13	11/06/1994	15000	10	10	Other than	Bonus 1:2		28,500,000	

					Cash				
14	16/07/1994	142500 0	10	10	Cash	Right Issue		42,750,000	
15	30/07/1994	141750 0	10	10	Other than Cash	Bonus 3:1		56,925,000	
16	07/11/1994	7500	10	10	Other than Cash	Bonus 3:1		57,000,000	
17	26/12/1994	100000	10	70	Cash	Allotted to Others		58,000,000	
18	07/02/1995	50000	10	70	Cash	Public Issue - Employees Quota		58,500,000	
19	07/02/1995	195150 0	10	70	Cash	Public Issue		78,015,000	
20	10/02/1996	306000 0	10	10	Other than Cash	On Amalgamation		108,615,000	
21	24/04/2006	108615 00	10	10	Other than Cash	Bonus 1:1		217,230,000	
22	07/09/2006	477700 0	10	727	Cash	QIP		265,000,000	
23	06/05/2010	419211 4	10	1074.20	Cash	QIP		306,921,140	

On 8th September, 2010, Company's shares were sub-divided from Rs.10 each to Rs. 2 each. Company has not made any allotment of any equity shares in last one year from the date of this offer letter.

Details of any Acquisition or Amalgamation in the last 1 year: Nil

Details of any Re-organisation or Reconstruction in the last 1 year:

Type of Event	Date of Announcement	Date of Completion	Details
Nil			

Shareholding pattern of the Company on (31.12. 2014):

Sr. No.	Category	No. of Shares held	No. of Shares in demat form	% of Shares held
A	Promoter & Promoter Group Share Holding :			

	Indian	90,934,663	90,934,663	59.26
	Foreign	300,000	300,000	0.20
B	Public Share Holding :			
	1. Institutional :			
	Mutual Funds & UTI	20,542,474	20,542,474	13.39
	Banks, Financial Inst.	194,073	192,073	0.13
	Venture Capital Fund	5,595,000	5,595,000	3.65
	Insurance Companies	6,655,380	6,655,380	4.34
	FIs	14,889,138	14,889,138	9.70
	Foreign Financial Institution	1,000	0	0.00
	Trustee	176,433	176,433	0.11
	2. Non-Institutional :			
	Private Corporate Bodies	4,439,018	4,429,518	2.89
	NRIs / OCBs	917,410	911,410	0.60
	Indian Public	8,392,504	7,690,569	5.47
	Clearing Members	423,477	423,477	0.28
	Total	153,460,570	152,740,135	100

Notes: Shares pledged or encumbered by the Promoters (if any): **26,724,601 Equity Shares**

List of top 10 holders of equity shares of the Company as on the latest quarter end:
(31.12.2014)

Sr No.	Name of the shareholders and Address	Total No. of Equity Shares	No of Shares in demat form	Total Shareholding as % of total no of equity shares
1	Kalpataru Constructions Private Limited	2,33,50,000	2,33,50,000	15.22
2	K C Holdings Pvt Ltd	2,11,42,600	2,11,42,600	13.78
3	Mofatraj Pukharaj Munot	1,37,36,822	1,37,36,822	8.95
4	Kalpataru Properties Pvt Ltd	1,36,46,196	1,36,46,196	8.89
5	Parag Mofatraj Munot	1,28,82,515	1,28,82,515	8.39
6	ICICI Prudential Life Insurance Company Ltd	66,55,380	66,55,380	4.34
7	IDBI Trusteeship Services Limited(India Advantage Fund-V)	55,95,000	55,95,000	3.65

8	ICICI Prudential Infrastructure Fund	54,68,309	54,68,309	3.56
9	HSBC Global Investment Funds A/C HSBC Gif Mauritius Limited	54,54,094	54,54,094	3.55
10	DSP Blackrock Micro Cap Fund	31,69,221	31,69,221	2.07

Details of borrowing of the Company, as on the latest quarter end:- 31st December, 2014

Secured Funded Loan facilities

(Rs. In Crores)

Lender's Name	Type of Facility	Amt Sanctioned	Principal Amt outstanding	Repayment Date/ Schedule	Security
Indian Bank	WC	} 775.00	426.64	On Demand	Working capital facilities are secured in favor of consortium banks by hypothecation of stocks, stores and spares, books debts, BR & other movable assets on pari passu basis. Also secured by movable and immovable assets.
Oriental Bank of Commerce	WC			On Demand	
State Bank of India	WC			On Demand	
Union Bank of India	WC			On Demand	
IDBI Bank	WC			On Demand	
ICICI Bank	WC			On Demand	
Exim Bank	WC			On Demand	
SCB Bank	WC			On Demand	
HSBC	WC				
Total		775.00	426.64		
DBS Bank Limited	ECB	73.76	45.39	Repayable in 13 equal quarterly installment starting from 21.10.2013.	Exclusive charge on fixed assets funded through this loan
SREI EQUIPMENT FINANCE LTD	EQUIPMENT LOAN	4.62	-	Repayable in 35 equal installment.	Exclusive charge on fixed assets funded through this loan
HDFC BANK LIMITED & NBFC	VEHICLE LOAN	5.38	2.49	Repayable in 35/36 equal monthly installment.	Secured by hypothecation of vehicle.
State Bank of India	Corporate Loan	60.00	57.50	Repayable in 22 equal quarterly installment with bullet	Secured by hypothecation of specific fixed assets

				payment of Rs. 500 lacs at the end of 23 rd quarter	
* Export Import Bank of India	Project Specific Loan	31.66	31.66	To be repaid in 10 & 7 equally monthly installment.	Exclusive charge over its entire current assets including receivables both present and future to secure the EPCDF Loan.
Total		170.04	137.04		

*Exim US\$ 5.00 Million Projects Specific loan converted to INR with RBI reference rate as on 31.12.2014.

Unsecured Funded Loan facilities

(Rs. in Crores)

Lender's Name	Type of Facility	Amt Sanctioned	Principal Amt outstanding	Repayment Date/Schedule
Standard Chartered Bank	Thailand Project Funding	12.00	8.75	On Demad
Commercial Paper (L&T MF)	Short Term	200.00	100.00	January27,2015
Total			108.75	

Details of Non-Convertible Debentures (NCDs):

(Rs. in Crores)

Debenture Series	Tenor/Period of Maturity	Coupon	Amount	Date of Allotment	Redemption Date/Schedule	Credit Rating	Secured /Un secured	Security
12.50% Secured Redeemable Non-Convertible Debentures	7 Years	12.50%	80.00	10.01.2009	Redeemable at face value in 3 equal annual installments at the end of 5th, 6th & 7th year starting from 26.12.20	CARE AA' (double A) by CARE	Secured	First exclusive charge on movable and immovable fixed assets (including land and building situated

					13			at Gandhinagar, Gujarat) of transmission & distribution division and infrastructure division of Company to the extent of 1.25 times of NCDs outstanding.
10.50% Unsecured Redeemable Non-Convertible Debentures	3 Years	10.50%	100.00	05.09.2014	Bullet repayment at the end of 3 rd year i.e. 05-09-2017	CRISIL AA/Stable and CARE AA	Unsecured	-N.A.-

List of Top 10 Debenture Holders as on 31.12.2014

(Rs.in crores)

	Name of Debenture Holders and Address	Amount	Amount (Outstanding as on 31.12.2014)
1	Life Insurance Corporation Of India Investment Division, Central Office, Yogakshema, Jeevan Bima Marg, Mumbai - 400 021	80.00	26.66
2	L and T Income Opportunities Fund Citibank N.A. Custody Services Fifc-11 th Floor, G Block Plot C-54 And C-55, Bkc Bandra-East, Mumbai-400051	50.00	50.00
3	Reliance Capital Trustee Co. Ltd.- A/c. Reliance Fixed Horizon Fund Xxvii Series 3	24.40	24.40

	Deutsche Bank Ag, Db House Hazarimal Somani Marg, P.O.Box No. 1142, Fort Mumbai-400001		
4	Reliance Capital Trustee Co. Ltd.- A/c. Reliance Fixed Horizon Fund Xxvii Series 3 Deutsche Bank Ag, Db House Hazarimal Somani Marg, P.O.Box No. 1142, Fort Mumbai-400001	22.30	22.30
5	Reliance Capital Trustee Co. Ltd.- A/c. Reliance Fixed Horizon Fund Xxvii Series 3 Deutsche Bank Ag, Db House Hazarimal Somani Marg, P.O.Box No. 1142, Fort Mumbai-400001	3.30	3.30

The amount of corporate guarantee issued by the Issuer alongwith name of the counterparty (like name of the subsidiary, JV entity, Group Company, etc.) on behalf of whom it has been issued:

INR 100 Cr Corporate Guarantee issued on behalf of JMC Project India Limited

Details of Commercial Paper:

The total Face Value of Commercial papers Outstanding as on the latest quarter end (as on 31.12.2014 to be provided and its breakup in following table:-

	Amount outstanding (Rs.in crore)
Commercial Paper (HDFC Bank Limited)	100.00

Details of Rest of the borrowing (if any including hybrid debt; ole FCCB, OptionallyConvertible Debentures / Preference Shares) as on 31.12.2014.

Party Name (in case of facility)/ Instrument Name	Type of Facility / Instrument	Amt Sanctioned/ Issued	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating	Secured / Un secured	Security
..... Nil							

Details of all default/s if any, including therein the amount involved, duration of default and present status and/or delay / default in repayments of statutory dues, 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

The Issuer is regular in servicing the statutory dues, interest on all term loans and debentures outstanding as of the date of this Information Memorandum. The Issuer has paid all amounts due under all outstanding term loans and debentures, deposits (if any) and has not defaulted on any such payments.

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 premium or discount, or (iii) in pursuance of any option

- (a) The Issuer has not issued any debt securities for consideration other than cash, whether in whole or part.
- (b) The Issuer has not issued any debt securities at a discount or at a premium.
- (c) The Issuer has not issued any debt securities in pursuance of an option.

Details of Promoters of the Company

- i. Details of Promoter Holding in the Company as on the latest quarter ended 31st December 2014:-

SN	Name of the shareholder	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	Kalpataru Constructions Private Limited	23,350,000	23,350,000	15.22%	10,409,601	44.58%
2	K C Holdings Pvt Ltd	21,142,600	21,142,600	13.78%	21,115,000	99.87%
3	Mofatraj Pukharaj Munot	13,736,822	13,736,822	8.95%	-	-
4	Kalpataru Properties Pvt Ltd	13,646,196	13,646,196	8.89%	-	-
5	Parag Mofatraj Munot*	13,463,615	13,463,615	8.77%	-	-
6	Tara Kanga	1,554,130	1,554,130	1.01%	-	-
7	Kalpataru Viniyog Pvt Ltd	1,320,000	1,320,000	0.86%	-	-
8	Sudha Rajesh Golecha	871,650	871,650	0.57%	-	-

9	Sunita Vijay Choraria	871,650	871,650	0.57%	-	-
10	Kalpataru Holdings Pvt. Ltd	333,000	333,000	0.22%	-	-
11	Mohammed Ismail Kanga	300,000	300,000	0.20%	-	-
12	Imtiaz Kanga	300,000	300,000	0.20%	-	-
13	Imran Imtiaz Kanga	100,000	100,000	0.07%	-	-
14	Isirat Imtiaz Kanga	100,000	100,000	0.07%	-	-
15	Ismat Imtiaz Kanga	100,000	100,000	0.07%	-	-
16	Chandra Amar Munot	10,000	10,000	0.01%	-	-
17	Jash Choraria	7,000	7,000	0.00%	-	-
18	Khushali Rajesh Golechha	7,000	7,000	0.00%	-	-
19	Rajesh Bhagchand Golechha	7,000	7,000	0.00%	-	-
20	Umang Golechha	7,000	7,000	0.00%	-	-
21	Vijay K Choraria	7,000	7,000	0.00%	-	-

Disclosed consolidated position covering joint holding of Mr. Parag Mofatraj Munot with Mrs. Monica Parag Munot of 581,100 shares.

Key Operational and Financial Parameters for the last 3 Audited Years

Standalone Particulars	Rs. in crores		
	FY2014	FY2013	FY2012
Networth	1,953.89	1,846.03	1,742.55
Total Debt	785.01	591.06	473.27

Of which - Non-Current maturities of Long-term Borrowing	67.71	152.61	209.62
Short-term Borrowing	631.03	379.69	237.72
- Current maturities of Long-Term Borrowing	86.28	58.75	25.93
Net Fixed Assets	591.83	538.64	452.88
Non-Current Assets	1,580.19	1,469.77	1,193.29
Cash and Cash Equivalentents	64.70	56.90	104.55
Current Investments	0.15	1.15	76.14
Current Assets	3,036.92	2,688.84	2,457.92
Current Liabilities	2,491.22	2,080.25	1,626.03
Net Sales	4,055.25	3,335.40	3,032.71
EBIDTA	434.62	369.80	380.43
EBIT	365.08	317.55	332.33
Interest (finance cost)	145.99	122.01	108.25
PAT	146.37	137.65	164.91
Dividend Amounts	23.02	23.02	23.02
Current Ratio	1.22	1.29	1.51
Interest Coverage Ratio	2.53	2.67	3.22
Gross Debt/ Equity Ratio	0.40	0.32	0.27
Debt Service Coverage Ratios	1.79	2.18	3.00

Consolidated

Particulars	FY2014	FY2013	FY2012
Networth	2,099.13	1,947.26	1,851.40
Total Debt	2,731.40	1,831.31	1,282.13
Of which - Non-Current maturities of Long-term Borrowing	1,727.47	1,071.46	777.67
Short-term Borrowing	811.13	597.50	379.25
- Current maturities of Long-Term Borrowing	192.80	162.36	125.21
Net Fixed Assets	1,745.78	1,258.11	1,068.91
Non-Current Assets	3,380.07	2,615.12	1,767.61
Cash and Cash Equivalentents	117.18	102.86	173.14
Current Investments	0.15	3.54	76.14
Current Assets	4,620.91	3,776.15	3,521.60
Current Liabilities	3,673.40	3,034.82	2,415.86
Net Sales	7,090.29	6,085.03	5,302.01
EBIDTA	612.98	510.14	533.16
EBIT	364.21	316.35	434.57
Interest (finance cost)	248.77	193.79	157.12

PAT	123.92	134.49	203.97
Dividend Amounts	23.02	23.02	23.02
Current Ratio	1.25	1.24	1.45
Interest Coverage Ratio	1.88	2.03	2.72
Gross Debt/ Equity Ratio	1.4	0.87	0.69
Debt Service Coverage Ratios	1.14	1,24	1.98

- (b) Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of offer letter;

Year	Rs. In crore	
	Profit Before Tax (PBT)	Profit After Tax (PAT)
2011-12	224.1	164.9
2012-13	195.5	137.6
2013-14	219.1	146.4

- (c) Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)

Year	Dividend
2011-12	75% (Rs. 1.50 per share of Rs. 2 each)
2012-13	75% (Rs. 1.50 per share of Rs. 2 each)
2013-14	75% (Rs. 1.50 per share of Rs. 2 each)

Interest coverage ratio in the immediately preceding 3 (three) Financial Years

Year	ISCR
2011-12	3.51 times
2012-13	3.03 times
2013-14	2.98 times

- (d) A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of circulation of offer letter;

Standalone Statement of Profit and Loss for the year ended :

(Rs. in Crores)

Particulars	31st March, 2014	31st March, 2013	31st March, 2012
Income			
Revenue from operations-Gross	4,176.75	3,421.35	3,092.19
Less: Excise Duty Paid	-	-	-
	121.50	85.95	59.48
Revenue from operations-Net	4,055.25	3,335.40	3,032.71
Other Income	48.37	47.72	51.18
Total Revenue	4,103.62	3,383.12	3,083.89
Expenses:			
Cost of materials consumed	1,909.48	1,649.17	1,488.58
	-	-	-
(Increase) / Decrease in Stocks	43.25	80.08	13.37
Employee Benefit Expenses	260.20	200.64	170.23
Other Expenses	1,542.57	1,243.58	1,031.28
Financial Costs	145.99	122.01	108.25
Depreciation and Amortization Expenses	69.55	52.26	48.10
Total Expenses	3,884.54	3,187.58	2,859.81
Profit Before Tax and Extra Ordinary Items	219.08	195.54	224.08
Extra Ordinary Items	-	-	-
Profit Before Tax	219.08	195.54	224.08
Tax Expense	-	-	-
Current Tax	70.75	58.00	66.50
	-	-	-
Excess Provision For Prior Year(s)		-2.10	6.48
Deferred Tax	1.96	1.99	-0.85
Net Profit for the year	146.37	137.65	164.91

Standalone Balance Sheet as at :

(Rs. in Crores)

	As at 31st March, 2014	As at 31st March, 2013	As at 31st March, 2012
EQUITY AND LIABILITIES			
Shareholder's Funds			
(a) Share Capital	30.69	30.69	30.69
(b) Reserves and Surplus	1,923.49	1,815.65	1,712.22
	1,954.18	1,846.34	1,742.91
Non-Current Liabilities			
(a) Long Term Borrowings	67.71	152.61	209.62
(b) Deferred Tax Liabilities (Net)	13.77	11.81	9.82
(c) Other Long Term Liabilities	1.17	0.69	0.95
(d) Long Term Provisions	89.06	66.92	61.88
	171.71	232.03	282.27
Current Liabilities			
(a) Short Term Borrowings	631.03	379.69	237.72
(b) Trade Payables	1,271.47	1,194.41	1,048.48
(c) Other Current Liabilities	506.60	431.42	260.72
(d) Short Term Provisions	82.12	74.72	79.11
	2,491.22	2,080.24	1,626.03
TOTAL	4,617.11	4,158.61	3,651.21
ASSETS			
Non-current Assets			
(a) Fixed Assets			
(i) Tangible Assets	570.69	526.06	389.15
(ii) Intangible Assets			

	3.10	4.65	4.58
(iv) Intangible Assets Under Development	-	-	-
(iii) Capital Work-in-progress	18.04	7.93	59.15
(c) Non-current Investments	383.40	333.92	328.80
(d) Long Term Loans and Advances	512.32	541.93	352.59
(e) Other Non-Current Assets	92.64	55.28	59.02
Current Assets	1,580.19	1,469.77	1,193.29
(a) Current Investments	0.15	1.15	76.14
(b) Inventories	543.77	443.97	321.15
(c) Trade Receivables	1,541.65	1,287.90	1,262.51
(d) Cash and Cash Equivalentents	64.70	56.90	104.55
(e) Short Term Loans and Advances	391.46	429.86	299.42
(f) Other Current Assets	495.19	469.06	394.15
	3,036.92	2,688.84	2,457.92
Total	4,617.11	4,158.61	3,651.21

Consolidated Statement of Profit and Loss for the year ended

(Rs. in Crores)

Particulars	31st March, 2014	31st March, 2013	31st March, 2012
Income			
Revenue from operations-Gross	7,211.79	6,170.98	5,361.49
Less: Excise Duty Paid	-	-	-
	121.50	85.95	59.48
Revenue from operations-Net	7,090.29	6,085.03	5,302.01
Other Income	23.27	35.67	32.92
Total Revenue	7,113.56	6,120.70	5,334.93
Expenses:			

Cost of materials consumed	3,075.73	2,713.84	2,459.75
(Increase) / Decrease in Stocks	-55.49	134.63	-40.87
Employee Benefit Expenses	451.99	361.89	322.27
Other Expenses	3,028.35	2,669.46	2,060.63
Financial Costs	248.77	193.79	157.12
Depreciation and Amortization Expenses	148.95	122.35	98.59
Total Expenses	6,898.30	5,926.70	5,057.49
Profit Before Tax and Extra Ordinary Items	215.26	194.00	277.44
Extra Ordinary Items	-	-	-
Profit Before Tax	215.26	194.00	277.44
Tax Expense			
Current Tax	77.41	69.25	90.84
Minimum Alternate Tax	6.89	-	0.91
less:MAT Credit Entitlement	-5.08	-1.85	-0.91
Excess Provision For Prior Year(s)	-	-2.50	-6.46
Deferred Tax	12.13	-5.38	10.90
Net Profit for the year	123.91	134.48	203.96

Consolidated Balance Sheet as at :

(Rs. in Crores)

	As at 31st March, 2014	As at 31st March, 2013	As at 31st March, 2012
EQUITY AND LIABILITIES			
Shareholder's Funds			
(a) Share Capital	30.69	30.69	30.69
(b) Reserves and Surplus			

	2,068.45	1,916.57	1,820.71
	2,099.14	1,947.26	1,851.40
Mionority Interest	143.61	131.61	128.57
Non-Current Liabilities			
(a) Long Term Borrowings	1,727.47	1,071.46	777.67
(b) Deferred Tax Liabilities (Net)	9.58	-2.43	2.95
(c) Other Long Term Liabilities	228.28	106.29	24.91
(d) Long Term Provisions	119.50	102.27	87.86
Current Liabilities	2,084.83	1,277.59	893.39
(a) Short Term Borrowings	811.13	597.50	379.25
(b) Trade Payables	2,039.49	1,724.99	1,454.33
(c) Other Current Liabilities	724.89	626.18	494.01
(d) Short Term Provisions	97.89	86.15	88.27
	3,673.40	3,034.82	2,415.86
TOTAL	8,000.98	6,391.28	5,289.22
ASSETS			
Non-current Assets			
(a) Fixed Assets			
(i) Tangible Assets	1,335.08	1,248.51	1,063.60
(ii) Intangible Assets	410.70	9.60	5.31
(iv) Intangible Assets Under Development	254.36	871.08	242.73
(iii) Capital Work-in-progress	1,037.49	188.50	183.82
(b) Goodwill on Consolidation	20.17	20.17	20.17
(c) Non-current Investments	10.02	7.61	7.50

(d) Long Term Loans and Advances	164.43	154.67	132.38
(e) Other Non-Current Assets	147.82	114.98	112.10
Current Assets	3,380.07	2,615.12	1,767.61
(a) Current Investments	0.15	3.54	76.14
(b) Inventories	1,229.26	921.87	717.76
(c) Trade Receivables	1,851.05	1,474.36	1,592.76
(d) Cash and Cash Equivalents	117.18	102.87	173.14
(e) Short Term Loans and Advances	622.00	602.82	412.67
(f) Other Current Assets	801.27	670.70	549.14
	4,620.91	3,776.16	3,521.61
Total	8,000.98	6,391.28	5,289.22

(e) Audited Cash Flow Statement for the three years immediately preceding the date of circulation of offer letter;

Standalone Cash Flow Statement for the Finance Year (Rs. in Crores)

Particulars		2013-14	2012-13	2011-12
A.	CASH FLOW FROM OPERATING ACTIVITIES:			
	Net profit for the year before tax	219.09	195.54	224.08
	Adjustments for :			
	Depreciation	69.54	52.25	48.10
	Finance Cost	145.99	122.01	93.01
	Dividend Received	-2.37	-6.37	-8.19
	Interest Received	-45.41	-39.41	-39.37
	Loss / (Profit) on sale of assets	-0.24	-0.11	0.21
	Profit on sale of Investments	-	-0.39	8.37
	Loss on disposal of Investments	1.45	-	-
	Provision for Diminuation in Value of Investment	4.08	-	-
	Unrealised Foreign Exchange Loss (net)	16.34	10.01	16.38

	OPERATING PROFIT BEFORE WORKING CAPITAL CHANGES	408.48	333.54	342.60
	Adjustments for:			
	Trade and Other Receivables	-270.47	-230.40	-271.62
	Inventories	-99.80	-122.75	-80.12
	Trade and Other Payables	122.50	295.92	228.37
	CASH GENERATED FROM OPERATIONS	160.71	276.31	219.24
	Income Tax Paid	-76.42	-75.40	-63.07
	NET CASH FLOW FROM OPERATING ACTIVITIES	84.29	200.91	156.16
B.	CASH FLOW FROM INVESTING ACTIVITIES:			
	Purchase of fixed assets	-127.74	-160.76	-77.55
	Sale of fixed assets	2.70	1.93	0.85
	Sale of Investment in Mutual Funds	0.50	75.38	20.11
	Disposal of Investment in Subsidiaries	2.03	-	-
	Investment in Subsidiaries	-56.54	-5.13	-14.46
	Loans to Subsidiaries and Joint Ventures	74.08	-139.76	-38.12
	Interest Received	2.31	2.80	5.13
	Dividend Received	2.37	6.37	8.19
	Deposits with Banks	3.84	11.36	74.52
	CASH USED IN INVESTING ACTIVITIES	-96.44	-207.82	-21.34
C.	CASH FLOW FROM FINANCING ACTIVITIES:			
	Proceeds from Term Borrowings	1.67	2.00	79.90
	Repayment of Term Loan	-59.06	-26.19	-7.16
	Short Term Borrowings	253.24	143.37	-56.15
	Interest Paid	-145.61	-122.18	-91.38
	Dividend Paid	-23.02	-23.02	-23.02
	Corporate Dividend Tax	-3.03	-3.16	-3.35
	CASH GENERATED FROM/[USED IN] FINANCING ACTIVITIES	24.19	-29.17	-101.16
	Effect of exchange differences on translation of foreign currency cash and cash Equivalents	-0.40	-0.21	-
D.	NET INCREASE/[DECREASE] IN CASH AND CASH EQUIVALENTS	11.64	-36.29	33.65
E.	Opening Cash and Cash Equivalents	44.36	80.64	45.84
F.	Closing Cash and Cash Equivalents	55.99	44.36	79.49

Consolidated Cash Flow Statement for the Finance Year (Rs. in crores)

Particulars		2013-14	2012-13	2011-12
A.	CASH FLOW FROM OPERATING ACTIVITIES:			
	Net profit for the year before tax	215.26	194.00	277.45
	Adjustments for :			
	Depreciation	148.95	122.36	98.58
	Finance Cost	248.77	193.79	151.55
	Dividend Received	-0.15	-1.01	-5.10
	Interest Received	-3.56	-7.71	-16.07
	Amortisation of Employees Compensation (ESOP)	-0.58	-0.62	-0.04
	Loss / (Profit) on sale of assets	-10.46	-11.28	0.18
	Foreign Currency Translation Difference	-	-	13.56
	Unrealised Foreign Exchange Loss (net)	15.38	10.09	16.38
	Profit on sale of Investments	0.07	-0.38	0.00
	Impairment of Capital Work in Progress	4.16		
	OPERATING PROFIT BEFORE WORKING CAPITAL CHANGES	617.84	499.24	536.49
	Adjustments for:			
	Trade and Other Receivables	(523.93)	-199.85	-329.11
	Inventories	-307.38	-204.05	-314.22
	Trade and Other Payables	496.51	467.01	317.02
	CASH GENERATED FROM OPERATIONS	283.04	562.35	210.18
	Income Tax Paid	-111.64	-93.66	-86.93
	NET CASH FLOW FROM OPERATING ACTIVITIES	171.40	468.69	123.25
B.	CASH FLOW FROM INVESTING ACTIVITIES:			
	Intangible assets under development	-166.40	-628.34	-202.12
	Purchase of fixed assets	-653.79	-344.89	-318.76
	Sale of fixed assets	21.94	19.03	7.91
	Sale of Mutual Fund	2.89	72.98	50.88
	Investment in Joint Venture	-2.34	-0.10	1.17
	Investment in Partnership Firm	0.35	-0.02	-0.04
	Interest Received	3.56	7.71	16.07
	Dividend Received	0.15	1.01	5.10
	Fixed Deposits	3.59	10.63	72.48
	Inter Corporate Deposits	0.18	2.97	-
	Loans to Joint Ventures	1.41	-0.82	-
	Sale of Equiry Share	0.01	0.02	-
	CASH USED IN INVESTING ACTIVITIES	-788.45	-859.82	-367.31

C.	CASH FLOW FROM FINANCING ACTIVITIES:			
	Premium on Equity shares issued during the year	32.77	0.00	-
	Proceeds from Term Loan Borrowing	847.00	450.67	525.68
	Repayment of Term Loan	-160.55	-119.73	-60.19
	Short Term Borrowing	215.54	220.01	-18.14
	Interest Paid	-321.34	-191.48	-151.55
	Dividend Paid	-23.02	-23.02	-23.02
	Corporate Dividend Tax	-3.59	-4.36	-4.20
	Grant in Aid (viability Gap Funding)	49.50	1.56	31.38
	Payment (to)/ from Minority Shareholders	-0.95	-1.95	1.28
	Share issue expenses	0.00	0.00	-0.11
	CASH GENERATED FROM/[USED IN] FINANCING ACTIVITIES	635.36	331.70	301.13
	Effect of exchange differences on translation of foreign currency cash and cash Equivalents	-0.40	-0.21	-
	NET INCREASE/[DECREASE] IN CASH AND CASH EQUIVALENTS	17.91	-59.64	57.07
D.	Opening Cash and Cash Equivalents	85.18	144.82	86.60
F.	Closing Cash and Cash Equivalents	103.09	85.18	143.67

(f) Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.

NIL

(g) Summary of reservations or qualifications or adverse remarks of auditors in the last 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

Nil

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

Nil

(i) Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company

Nil

2 Project cost and means of financing - Not Applicable for this Issue

Confirmation of Debenture Trustees' consent for appointment under Regulation 4 (4) of SEBI Debt Regulations

IL&FS Trust Company Limited has given its consent to act as Debenture Trustee to the Debenture Holders vide letter Ref. No. 7008 dated 24th March, 2015 appended as **Annexure 2**. This will be mentioned in all subsequent periodical communications sent to the holders of Debentures.

Credit Ratings

Please see the Rating Letters appended as **Annexure 1**.

Stock exchanges where securities are proposed to be listed and approval status

The Debentures are proposed to be listed on the Wholesale Debt Market segment of Bombay Stock Exchange Limited ("BSE"). For the purpose of the Issue, the designated stock exchange shall be the BSE.

BSE vide its letter reference no. DSC/COMP/RK/IP-PPDI/370/14-15 dated 25th March 2015 had given its in-principle approval for the listing of the Debentures.

Material Documents:

Board resolution dated 4th August, 2014 in relation to the issue of non-convertible debentures upto INR 500 crore on private placement basis during 12 months.

Credit rating assigned to the Issue by CRISIL dated 25th August, 2014, along with its rating rational.

Credit rating assigned to the Issue by CARE dated 25th August, 2014, along with its rating rational.

Copy of the consent letter no Ref. No. 7008 dated 24th March, 2015 of IL&FS to act as Debenture Trustee for the issue.

Issue Size :- 1,000 unsecured debentures of the face value of Rs. 1,000,000 each, for cash at par, aggregating Rs 100 Crores. (the "Issue")

Utilization of the issue proceeds

Issue proceeds shall be used for general corporate purpose including but not limited to capital expenditure, refinance of existing debt and long term working capital.

An undertaking that the issuer shall use a common form of transfer

The debentures would be issued in Dematerialized form. However, Kalpataru Power Transmission Limited would use the common transfer form for physical holding if any

Redemption amount, period of maturity, yield on redemption

Please refer to the issue terms as mentioned in summary of term sheet beginning from page no.68 of this document

VII. INFORMATION RELATING TO THE TERMS OF OFFER

Face Value & Issue Price

Each Debenture has a face value of Rs.10,00,000/- and is issued at par.

Minimum Application

The application should be for a minimum of 10 Debentures (Rs. 100,00,000/-) and in multiples of 1 Debenture (Rs. 10,00,000/-) thereafter.

Market Lot

The market lot will be one Debenture ("Market Lot"). Since the debentures are being issued only in dematerialised form, the odd lots will not arise either at the time of issuance or at the time of transfer of debentures.

Coupon on Debentures

- a. The Company shall, until the Debentures are redeemed or paid off, pay to the Debenture holder, interest on the Debentures as shall remain unpaid for the time being at the Coupon Rate. Interest shall accrue, at the Coupon Rate, on the outstanding value of the Debentures. For the first year, the interest shall accrue from the Date of Allotment and the payment of interest shall be made on the Coupon Payment Dates. All interest payments are subject to deduction of tax at source at prevailing rates. The interest shall be payable by cheque/ demand /NEFT/interest warrant or through RTGS transfer.
- b. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that interest shall accrue, at the Coupon Rate, on the value outstanding of the Debentures to the Debenture holders/Beneficial Owners as on the Record Date. If any of the Coupon Payment Date(s) fall on a day which is not a Business Day, then payment of interest will be made on the next Business Day in Mumbai with interest upto the day preceding the actual date of payment. The interest for the next succeeding interest period will correspondingly be adjusted. In case of Debentures for which the Beneficial Owner is not identified by the

relevant depository as on the Record Date, the Issuer would keep in abeyance the payment of interest and/or other benefits, till such time that the Beneficial Owner is identified by the depository and conveyed to it, whereupon the interest or benefits shall be paid to the relevant Debenture holder(s) within a period of 30 Business Days.

- c. Interest for Broken Period: In the case of redemption of any of the Debentures on a day other than a Coupon Payment Date, in compliance with the terms and conditions of the Issue, accrued interest on the Debentures for such broken period shall be paid on a pro-rata basis.
- d. Provided further that in the event of any default in the payment of interest and/or in the redemption of the Debentures and all other monies payable pursuant to this Deed read with the Information Memorandum, the Company shall pay to the holder/s of the Debentures, further interest at the rate of 2% per annum ("Additional Interest") over the Coupon Rate for the default in payment of coupon, and/or principal amount till the dues are cleared.

Computation of Interest

All interest accruing on the outstanding face value of the Debentures shall accrue under these presents from day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year) at the Coupon rate and rounded off to the nearest Rupee.

Illustration of Bond Cash Flows

As per the SEBI Circular No. CIR/IMD/DF/18/2013 dated October 29, 2013, the cash flows emanating from the Debentures are mentioned below by way of an illustration.

Company/Issuer	Kalpataru Power Transmission Limited		
Face Value (per Debenture)	Rs.10,00,000 per Debenture		
Issue Date/Date of Allotment	26 th March 2015		
Redemption	20 th May 2018		
Coupon Rate	9.55%		
Frequency of the Interest Payment with specified dates			
1st Coupon	20 th May 2015	Rs, 14,390,411	
2nd Coupon	20 th May 2016	Rs. 95,500,000	
3rd Coupon	20 th May 2017	Rs. 95,500,000	
4th Coupon	20 th May 2018	Rs. 95,500,000	
Principal	20 th May 2018	Rs. 1,000,000,000	
Day Count Convention	Actual/Actual		

If the Coupon Payment Date of the Debentures falls on a day which is not a Business Day, the coupon payment shall be made on the next Business Day. If the Maturity Date/Redemption Date of the Debentures falls on a day which is not a Business Day, the redemption proceeds shall be paid on the immediately previous Business Day.

Note: The interest payment should be rounded to nearest rupee as per FIMMDA 'Handbook on market practices'.

Redemption

The Debentures will be redeemed at par on 20th May 2018 i.e the expiry of 3 years 55 days from the Deemed Date of Allotment i.e., 26th March 2015.

The Debentures will not carry any obligation for interest or otherwise after the Maturity Date/Redemption Date.

The Debentures shall be taken as discharged on the Maturity Date upon payment of the entire redemption amount alongwith all outstanding dues including Coupon, Default Interest, penal interest payable by the Company to the registered Debentureholders whose names appear in the Register of Debentureholders/list of Beneficial Owners on the Record Date in terms of the Transaction Document. Such payment will be a legal discharge of the liability of the Company towards the Debentureholders.

In case if the Maturity Date falls on a day which is not a Business Day, then the payment due shall be made on the preceding Business Day.

Payment on the Maturity Date will be made by way of cheque(s) / demand draft(s) / credit through the RTGS system/NEFT in the name of the Debentureholders whose name appear on the register of Debentureholders/list of Beneficial Owners given by Depository to the Company as on the Record Date.

Future Borrowings

The Issuer shall be entitled, from time to time, to make further issue of debentures and / or Debentures and other such instruments to the public / members of the Company / banks / financial institutions / bodies corporate /mutual funds and / or any other person(s) and /or to raise further loans, advances and/or avail of further financial and / or guarantee facilities from all or any of the above without obtaining the approval of the Debentureholders and/or the Trustee. The Issuer shall not during the tenor of the Debentures issue any secured Non Convertible Debentures with date of maturity shorter or similar to that of NCDs.

Effect of Holidays

If the Coupon Payment Date of the Debentures falls on a day which is not a Business Day, the coupon payment shall be made on the next Business Day. If the Maturity

Date/Redemption Date of the Debentures falls on a day which is not a Business Day, the redemption proceeds shall be paid on the immediately previous Business Day.

Record Date

The Record Date for the Debentures shall be 7 days prior to the date of each of the interest payments and/or the Redemption Date.

List of Debentureholders/Beneficiaries

The Issuer shall request the Depository to provide a list of Beneficial Owners as at the end of each Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

Tax Deduction at Source (TDS)

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or reenactment thereof will be deducted at source. The investor(s) desirous of claiming exemption from deduction of income tax at source on the interest on application money are required to submit the necessary certificate(s), in duplicate, along with the Application Form in terms of Income Tax rules.

Interest payable subsequent to the Deemed Date of Allotment of Debentures will be treated as "Interest on Securities" as per Income Tax Rules. Debentureholders desirous of claiming exemption from deduction of income tax at source on the interest payable on Debentures should submit tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, at the office of the Issuer, at least 30 days before the 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. Where any deduction of Income Tax is made at source, the Issuer shall send to the Debentureholder(s) a Certificate of Tax Deduction at Source.

Tax Benefits

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

Issue Procedure

Who Can Apply

Nothing in this Offer Letter shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the Indian public or any section thereof through this Offer Letter, and this Offer Letter and its contents should not be construed to be a prospectus under the Companies Act.

This Offer Letter and the contents hereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by or on behalf of the Issuer 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 following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:

- Companies and bodies corporate including public sector undertakings
- Scheduled commercial banks
- Urban / Central / State / District / Primary Co-operative Banks
- Regional rural banks
- Financial institutions including development financial institutions
- Insurance companies
- Mutual funds
- Provident funds, pension funds, superannuation funds and gratuity funds
- Other Government / Non-Government Agencies / Boards / Institutions
- Any other investor(s) authorised to invest in these Debentures, subject to the compliance with the relevant regulations/guidelines applicable to them for investing in this Issue.

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

How to Apply

Application(s) for the Debentures must be made submitting the applications forms (the "Application Form"), which must be completed in block letters in English.

Application Form(s) must be accompanied by either a demand draft or cheque, drawn or made payable in favour of Kalpataru Power Transmission Limited payable at Ahmedabad

and crossed Account Payee only. The payment can also be made by Real Time Gross Settlement (RTGS) by crediting the funds to the account given below:

Beneficiary Name	Kalpataru Power Transmission Limited - NCD ISSUE
Bank Name	Union Bank Limited
Branch Address	Shopping Center, Plot No.314 Sector 17, Gandhinagar - 382017
Account No.	359301010035426
RTGS/IFSC Code	UBIN0535931

The applications must be accompanied by certified true copies of (i) a letter of authorization, and (ii) specimen signatures of authorized signatories.

Instructions for Application

- 1) Application must be completed in BLOCK LETTERS IN ENGLISH. A blank must be left between two or more parts of the name.
- 2) Signatures should be made in English.
- 3) Minimum application shall be for 10 (ten) Debenture[s] and in multiples of 1 (one) Debenture[s] thereafter.
- 4) The Debentures are being issued at par to the face value. Full amount has to be paid on application per Debenture applied for. Applications for incorrect amounts are liable to be rejected. Face Value: Rs.10,00,000 (Rupees Ten Lakhs only).
- 5) Cheques/drafts must be made in the favour of Kalpataru Power Transmission Limited - NCD Account and crossed "Account Payee only" payable at Ahmedabad. Money orders or postal orders will not be accepted. The payments can be made by RTGS, the details of which are given above. Payment shall be made from the bank account of the person subscribing. In case of jointholders, monies payable shall be paid from the bank account of the person whose name appears first in the application.
- 6) No cash will be accepted.
- 7) The Applicant should mention its permanent account number or the GIR number allotted to it under the Income Tax Act, 1961 and also the relevant Income-tax circle/ward/District.
- 8) Applications under Power of Attorney/Relevant Authority

In case of an application made under a power of attorney or resolution or authority to make the application a certified true copy of such power of attorney or resolution or authority to make the application and the Memorandum and Articles of

Association and/or bye-laws of the Investor must be attached to the Application Form at the time of making the application, failing which, the Company reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason therefore. Further any modifications / additions in the power of attorney or authority should be notified to the Company at its registered office. Names and specimen signatures of all the authorised signatories must also be lodged along with the submission of the completed application.

- 9) An application once submitted cannot be withdrawn. The applications should be submitted during normal banking hours at the office mentioned below:

Mr. Rahul Shah,
Company Secretary
Kalpataru Power Transmission Limited
101, Part III, GIDC Estate, Sector 28,
Gandhinagar, Gujarat- 382028

- 10) The applications would be scrutinized and accepted as per the terms and conditions specified in this Offer Letter.
- 11) The Company is entitled at its sole and absolute discretion to accept or reject any application, in part or in full without assigning any reason whatsoever. Any application, which is not complete in any respect, is liable to be rejected.
- 12) Applicants residing or situated at places other than in New Delhi, may send their application along with cheques or demand drafts to the centre mentioned above. The demand drafts must be payable at New Delhi. The demand draft charges will have to be borne by the Applicant.
- 13) The Investor/Applicant shall apply for the Debentures in electronic, i.e., dematerialised form only. Applicants should mention their Depository Participant's name, DP-ID and Beneficiary Account Number in the Application Form. In case of any discrepancy in the information of Depository/Beneficiary Account, the Company shall be entitled to not credit the beneficiary's demat account pending resolution of the discrepancy.

The Applicant is requested to contact the office of the Company as mentioned above for any clarifications.

Documents to be provided by Investors

Investors need to submit certified true copies of the following documents, along with the subscription form, as applicable:

- Memorandum and Articles of Association/constitutional documents/bye-laws/trust deed
- Government notification/ Certificate of incorporation

- Board resolution / letter authorizing the investment along with operating instructions
- Certified true copy of the Power of Attorney, wherever applicable
- Specimen signature of the authorised signatories, duly certified by an appropriate authority
- Copy of the PAN card
- Form 15AA granting exemption from TDS on interest
- Form 15H for claiming exemption from TDS on interest on application money, if any.
- Order u/s197 of Income Tax Act, 1961
- Order u/s10 of Income Tax Act, 1961

Applications under Power of Attorney

A certified true copy of the Power of Attorney or the relevant authority as the case may be alongwith the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/ document, if any, must be lodged alongwith 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 Registrars or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

Application by Mutual Funds

In case of applications by Mutual Funds, only through Asset Management company a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the Asset Management Company/ Trustees/ Custodian clearly indicate their intention as to the scheme for which the application has been made.

Date of Subscription

Date of Subscription shall be the date of realization of proceeds of subscription money in the bank account of the Issuer.

Interest on Application Money

Interest at applicable coupon rate will be paid on the application money to the applicants (subject to the deduction of tax at source at prevailing rates, as applicable). Such interest will be paid for the period commencing from the date of credit or realization of the cheque(s)/demand draft(s) up to but excluding the Deemed Date of Allotment. It is clarified that interest shall not be paid on invalid and incomplete Application Forms. The actual payment, if any, would be made within 10 days from the Deemed Date of Allotment.

Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within seven days from the Deemed Date of Allotment of the Debentures.

In case of partial allotment, interest shall be paid on the refund amount at the applicable coupon rate. Further, it is clarified that no interest shall be paid in case of invalid, incomplete or rejected Application Forms.

In case the Issuer has received money from 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 Registrar shall, upon receiving instructions in relation to the same from the Issuer, repay the moneys without interest to the extent of such excess, if any.

Loss of Interest Cheques / Refund Cheques

Loss of interest cheques /refund cheques should be intimated to the Issuer along with request for duplicate issue. The issue of duplicates in this regard shall be governed by applicable law and any other conditions as may be prescribed by the Issuer.

Basis of Allotment

The Issuer shall decide the final allocation/allotment. The Issuer reserves the right to reject in full or partly any or all the offers received by them to invest in these Debentures without assigning any reason for such rejections. In case there is over subscription in the issue, priority will be given on the basis of the date of application. In case of tie with respect to the date of application, allocation will be done on a prorata basis.

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, in part or in full, without assigning any reason thereof. The rejected applicants will be intimated along with the refund warrant, if applicable, to be sent. Interest on application money will be paid from the date of realisation of the cheque(s)/ demand drafts(s) till one day prior to the date of refund. The Application Forms that are not complete in all respects are liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- a. Number of Debentures applied for is less than the minimum application size;
- b. Bank account details not given;
- c. Details for issue of Debentures in electronic/ dematerialised form not given;
- d. PAN/GIR and IT Circle/Ward/District not given;
- e. In case of applications under Power of Attorney by limited companies, corporate bodies, etc. relevant documents not submitted;
- f. In the event, if any Debenture(s) applied for is/ are not allotted in full, the excess

application monies of such Debentures will be refunded, as may be permitted.

Force Majeure

The Issuer reserves the right to withdraw the issue prior to the closing date in the event of any unforeseen development adversely affecting the economic and regulatory environment. The Issuer reserves the right to change the issue schedule.

Letter of Allotment and Debenture Certificate

The beneficiary account of the investor(s) with National Securities Depository Limited (NSDL)/ Central Depository Services (India) Limited (CDSL)/ Depository Participant will be given initial credit within 2 days from the Deemed Date of Allotment. The initial credit in the account will be akin to the Letter of Allotment. On completion of the all statutory formalities, such credit in the account will be akin to a Debenture Certificate.

Depository Arrangements

The Issuer has appointed Link IntimeIndia Pvt. Ltd. as Registrar & Transfer Agent for the present Debenture issue. The Issuer has made necessary depository arrangements with NSDL/ CDSL for issue and holding of Debentures in dematerialized form.

Transfer/Transmission

The Debentures shall be transferable freely to all classes of Eligible Investors. It is clarified that the Debentures are not intended to be held by any category of persons who are not Eligible Investors. Subject to the foregoing, the Debentures may be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013. The provisions relating to transfer, transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Companies Act, 2013 shall apply, mutatis mutandis (to the extent applicable to debentures), to the Debentures as well. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by depositories and the relevant depository participants of the transfer or transferee and any other 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, interest will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holders maintained by the Depositories. In such cases, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Company.

Provided further that nothing in this section shall prejudice any power of the Company to register as Debentureholder, any person to whom the right to any Debenture of the Company has been transmitted by operation of law.

The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's depository participant account to his depository participant. The Issuer undertakes that there will be a common transfer form/procedure for transfer of debentures.

The Debentures shall be issued only in dematerialised form in compliance with the provisions of the Depositories Act, 1996 (as amended from time to time), any other applicable regulations (including of any relevant stock exchange) and these conditions. No physical certificates of the Debentures would be issued.

Trustee for the Debentureholder(s)

The Issuer has appointed IL&FS Trust Company Limited to act as Trustee for the Debentureholder(s) (hereinafter referred to as "Trustee"). A copy of letter from IL&FS Trust Company Limited conveying their consent to act as Trustees for the Debentureholder(s) is enclosed in this Offer Letter. The address and contact details of the Trustee are as under:

IL&FS Trust Company Limited

The IL&FS Financial Centre,
Plot C- 22, G Block,
Bandra Kurla Complex, Bandra(E),
Mumbai 400051

Tel:- + 91 22 2659 3612

Fax:- + 91 22 2653 3297

Website: www.itclindia.com

CIN : U66020MH1995PLC095507

1. The Issuer and the Trustees will enter into a Trustee Agreement, inter alia, specifying the rights, powers, authorities and obligations of the Issuer and the Trustees in respect of the Debentures.
2. The Debentureholder(s) shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to the Trustees or any of their agents or authorized officials to do inter-alia all acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of this Offer Letter.
3. All the rights and remedies of the Debentureholder(s) shall vest in and shall be exercised by the said Trustees without having it referred to the Debentureholder(s).
4. No Debentureholder shall be entitled to proceed directly against the Issuer unless the Trustees, having become so bound to proceed, fail to do so.

5. Any payment made by the Issuer to the Trustees on behalf of the Debentureholder(s) shall discharge the Issuer *pro tanto* to the Debentureholder(s).
6. The Trustees will protect the interest of the Debentureholder(s) in the event of 'Default' by the Issuer in regard to timely payment of interest and repayment of principal and they will take necessary action at the cost of the Issuer.

The Debenture Trustee shall duly intimate the Debentureholders and the general public by issuing a press release, upon instruction of majority debenture holders on occurrence of any of the following events:

- (a) default by the Company to pay interest on the Debentures or redemption amount;
- (b) failure of the Company to create a charge on the assets for the secured Debentures; and
- (c) revision of credit rating assigned to the Debentures.

Such information shall also be placed on the websites of the Debenture Trustee, the Issuer and the Stock Exchange.

Underwriting of the Issue

The Issue of Debentures has not been underwritten.

Right to Re-Purchase and Re-Issue Debenture(s)

The Issuer will have the power, exercisable at its sole and absolute discretion from time to time, to re-purchase a part or all of its Debentures from the secondary markets or otherwise, at any time prior to the maturity date, subject to applicable law and in accordance with the prevailing guidelines/regulations issued by the RBI, SEBI and other authorities. In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed always to have had, the power to reissue the Debentures either by reissuing the same Debentures or by issuing other debentures in their place. The Company and any of its Affiliates may also at their absolute discretion, purchase Debentures in the secondary market, subject to such entity being an eligible investor and in compliance with applicable laws.

The Company may also, at its discretion and as per the prevailing guidelines/regulations of Reserve Bank of India and other authorities at any time purchase the Debentures at discount, at par or at premium in the open market. Such Debenture may, at the option of Company, be cancelled, held or resold at such price and on such terms and conditions as the Company may deem fit and as permitted by law.

All costs incurred by the Debentureholders (including but not limited to break costs relating to interest, currency exchange and/or hedge agreements) pursuant to the

repurchase by the Company before the Redemption Date as set out above, will be borne by the Company and will be calculated (and the Debentureholders will be reimbursed) on the basis as if an acceleration event had occurred.

Debenture Redemption Reserve (DRR)

The Company shall maintain the Debenture Redemption Reserve as per section 71(4) of the Companies Act, 2013 read with Rule 18(7) of Companies (Share Capital and Debentures) Rules, 2014 and circulars issued by Central Government in this regard.

Undertaking by the Issuer

The Issuer undertakes that:

- a) the complaints received in respect of the Issue shall be attended to by the Issuer expeditiously and satisfactorily;
- b) it shall take all steps for completion of formalities for listing and commencement of trading at all the concerned stock exchange(s) where securities are to be listed and taken within 7 working days from the date of closure of the Issue.
- c) the funds required for dispatch of refund orders by registered post shall be made available to the Registrar to the Issue by the Issuer;
- d) necessary co-operation to the credit rating agency shall be extended in providing true and adequate information till the debt obligations in respect of the Debentures are outstanding.
- e) it shall provide latest Audited or Limited Review Financials in line with timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No.SEBI/IMD/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 Debenture Trustee and the Debenture 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.
- f) 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.
- g) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

Sharing of Information

The Issuer may, at its option, use on its own, as well as exchange, share or part with any financial or other information about the Debentureholder(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 or its subsidiaries and affiliates nor their agents shall be liable for use or disclosure of the aforesaid

information.

Register of Debentures holder(s)

A register of all Debentureholder(s) containing necessary particulars will be maintained by the Company at its Registered Office. A copy of the register of all Debentureholder(s) will also be maintained by the Company at its Corporate Office.

Notices

All notices to the Debentureholder(s) required to be given by the Issuer or the Trustees shall be sent by registered post/ courier to the sole/first allottee or sole/first Beneficial Owner of the Debentures, as the case may be from time to time. Notice by the Issuer to the Debentureholder(s) shall be deemed to have been effectively given on the third day falling after the Issuer has dispatched the notice by registered post / courier.

Succession

In the event of winding-up of the holder of the Debentures, the Issuer will recognize the executor or administrator of the concerned Debentureholders, or the other legal representative as having title to the Debentures. The Issuer shall not be bound to recognize such executor or administrator, unless such executor or administrator obtains probate, wherever it is necessary, or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a Court in India having jurisdiction over the matter. The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the deceased Debentureholder on production of sufficient documentary proof or indemnity.

Debentureholder not a Shareholder

The Debentureholders will not be entitled to any of the rights and privileges available to the shareholders other than those available to them under the Companies Act.

Register of Debentureholder(s)

A register of all Debentureholder(s) containing necessary particulars will be maintained by the Company at its Registered Office.

Modifications of Rights

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debentureholders, carried by a majority consisting of not less than three-fourths of the persons voting there

upon a show of hands or, if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll, provided that nothing in such consent or resolution shall be operative against the Issuer where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not accepted in writing by the Issuer.

Provisions for Meeting of Debentureholders

The terms set out in the relevant provisions of the Trustee Agreement shall apply to the meetings of the Debentureholders.

Modification of Debentures/Offer Letter

The Registrar and the Issuer may agree, without the consent of the Debentureholder(s) to:

1. any modification to the Debentures, which is not prejudicial to the interest of the Debentureholder(s); and
2. any modification of this Offer Letter which is a manifest or proven error or is in violation of any provision of law.

Events of Default

The occurrence of any one of the following events shall constitute an "Event of Default" by the Issuer/Company:

1. Default by the Company in the payment of the principal amount of Debentures on the Due Date.
2. Default by the Company in payment of any installment of Coupon on the Debentures on any Coupon Payment Date.
3. In the event of any payment default by the issuer under the terms and conditions of any issuances/obligations under other facilities constituting any default on financial obligations or a default of more than Rs. 5 Cr on any contractual obligation.
4. Insolvency of the Issuer or winding-up (whether voluntarily or compulsorily)
 - o If (i) an involuntary proceeding for bankruptcy, insolvency, winding up, liquidation, dissolution or reorganization is commenced against the issuer; or (ii) there is commencement of any proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property; or (iii) any other action in relation to winding up, liquidation, dissolution or reorganization of Issuer has been initiated or special resolution has been passed by the members of the company for winding up of the

- company ; and which has not been quashed/ withdrawn within 30 days from the date of commencement of the same.
5. If the Issuer is declared a sick undertaking under the provisions of the Sick Industrial Undertakings (Special Provisions) Act, 1985 ("SICA") or if a reference has been made to BIFR (as defined under SICA) by a creditor under SICA and the Issuer has not resolved the complaint or is material nationalized or is under the management of the Central Government. Nationalized for this clause will be taken as nationalization of any unit and/or assets of Issuer or Issuer itself resulting thereof in Material Adverse Effect on the Issuer as a whole.
 6. Any information given by the Issuer to the Debentureholder(s), in this Information Memorandum, reports and other information furnished by the Issuer and the warranties given/deemed to have been given by the Issuer to the Debentureholder(s)/Trustees, to the best of its knowledge, is misleading or incorrect in any material respect ;
 7. Default is committed in the performance or observance of any covenant, condition or provision contained in this Information Memorandum or any other Transaction Documents;
 8. Occurrence of any event, which is a Material Adverse Event
 9. The Issuer is unable to or have admitted in writing their inability to pay their debt as they mature.
 10. Issuer ceases to carry on or threatens to cease its substantial business which has Material Adverse Effect on the Company as a whole.
 11. Authority or permission to carry on its material business has been revoked by the competent government authority and such revocation has not been quashed/withdrawn with 30 days from the date of such revocation and which has Material Adverse Effect on the Company as a whole.
 12. Default in payment of any other monies including costs, charges and expenses incurred by the Trustees.
 13. In the event the amendment/modification of the Memorandum of Association and Articles of Association of the Issuer ("Amendments"), without the prior permission of the Debenture Trustee/Debenture Holders and such amendments adversely affects the rights of the Debenture Holders in relation to the Debentures;
 14. If the transactions contemplated under this Deed become illegal or unlawful or unenforceable, or if any of the documents entered into in relation to the Debentures or any part thereof ceases, for any reason, to be valid and binding or in full force and effect;

A more detailed description of, and additional Events of Default is provided in the Debenture Trust Deed

Conflict

In case of any repugnancy, inconsistency or where there is a conflict between the conditions as are stipulated in this Offer Letter and any of the Transaction Documents to be executed by the Company, the provisions as contained in the Debenture Trust Deed shall prevail.

Compliance with laws

The Issue of Debentures is being made in reliance upon Section 42 of the Companies Act, 2013, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, and other applicable laws in this regard.

Governing Law and Jurisdiction

The Debentures are governed by and will be construed in accordance with the Indian law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the RBI and the SEBI. The Debentureholders, by purchasing the Debentures, agree that the Court and tribunal at Mumbai shall have non exclusive jurisdiction with respect to matters relating to the Debentures.

VIII. DISCOUNT ON THE OFFER PRICE

The Debentures are being issued at the Face Value and not at discount. Hence, the Investor shall pay 100% of the Issue Price on subscription.

IX. DEBT EQUITY RATIO PRIOR TO AND AFTER THE ISSUE OF THE DEBT SECURITY

	Total Debt Equity Ratio
Prior to the current Issue	0.40 : 1
Post the current Issue	0.45 : 1

X. PERMISSION AND CONSENT FROM THE SECURED CREDITORS FOR A SECOND/PARI-PASSU CHARGE

No permission from creditors required as the Debentures offered is unsecured.

XI. NAME OF DEBENTURE TRUSTEE AND CONSENT THEREOF

The Issuer has appointed IL&FS to act as Trustees for and on behalf of the Debentureholders. The address and contact details of the Trustees are as under:

IL&FS Trust Company Limited

The IL&FS Financial Centre,
Plot C- 22, G Block,
Bandra Kurla Complex, Bandra(E),
Mumbai 400051

Tel:- + 91 22 2659 3612

Fax:- + 91 22 2653 3297

Website: www.itclindia.com

CIN:- U66020MH1995PLC095507

A copy of the letter from Debenture Trustee conveying their consent to act as Trustees for the Debentureholders is enclosed in Annexure 2.

XII. RATING AND RATING RATIONALE ADOPTED BY RATING AGENCIES

The Credit Rating Information Services of India Limited (CRISIL) and CARE Limited have assigned a rating of "AA/stable" and "AA" respectively to these Debentures. The rating letter is enclosed herewith.

The rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time on the basis of new information etc.

XIII. LISTING OF DEBENTURES

The Debentures are proposed to be listed on the Debt Segment of the Bombay Stock Exchange Limited (BSE), being the designated stock exchange, from whom the Issuer has obtained an in-principle approval for listing of the said Debentures.

Bombay Stock Exchange Limited
PhirozeJeejeebhoy Towers
Dalal Street
Mumbai- 400001

Summary Term Sheet detailing brief information pertaining to the terms of the issue

The issuer proposes to issue the debentures aggregating to Rs 100 crores. A summary term sheet is as follows:

Issuer	Kalpataru Power Transmission Ltd.
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Issue Size	An amount of Rs. 100 crores
Issue Price / Face Value per Debenture	Rs.10,00,000
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Minimum Application	The application should be for a minimum of 10 Debentures (Rs. 100,00,000/-) and in multiples of 1 Debenture (Rs. 10,00,000/-) thereafter.
Instrument	Listed Rated unsecured non-convertible debentures ("NCDs" or "Debentures")
Seniority	Pari-passu with all unsecured facilities
Mode of Issue	Private Placement
Eligible Investors	<p>The following categories of investors, when specifically approached, may apply for the debentures, subject to fulfilling their respective investment norms/ rules by submitting all the relevant documents alongwith the application form.</p> <ul style="list-style-type: none"> • Companies and bodies corporate including public sector undertakings • Scheduled commercial banks • Urban / Central / State / District / Primary Co-operative Banks • Regional rural banks • Financial institutions including development financial institutions • Insurance companies • Mutual funds • Provident funds, pension funds, superannuation funds and gratuity funds • Other Government / Non-Government Agencies / Boards / Institutions • Any other investor(s) authorised to invest in these Debentures, subject to the compliance with the relevant regulations/guidelines applicable to them for investing in this Issue. <p>The investor should not be in the caution list/ negative list of investors, as released by Securities and Exchange Board of India ("SEBI") from time to time.</p>

Listing	On the 'WDM' segment of the BSE. Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company will pay penal interest of atleast 1 % p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.
Tenor	3 years 55 days from Deemed Date of Allotment
Redemption Schedule	Bullet repayment at the end of 3year 55 days
Redemption Amount	Rs. 100 crores
Redemption Premium/Discount	NIL
Put/ Call option	<ul style="list-style-type: none"> • In the event of a 3 notch credit rating downgrade from the present "AA Stable" to "A Stable" or lower by CRISIL the investors would have a PUT Option on the Issuer. • On exercise of such PUT Option, Issuer would redeem the NCDs within a period of 30 days from the exercise of such PUT. Investors can exercise the PUT within 15 days of announcement of rating downgrade.
Rating	CRISIL AA/ Stable and CARE AA
Option to retain oversubscription (Amount)	Not Applicable
Purpose	General corporate purpose including but not limited to capital expenditure, refinance of existing debt and long term working capital.
Day Count	Actual / Actual
Form of issuance	Only in Dematerialized form
Listing	To be listed on BSE
Coupon Rate & Coupon Type	Fixed Coupon of 9.55 % p.a. payable on May 20 th , 2015 and annually thereafter.

Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Fixed												
Step up/ Step down of Coupon rate	Not Applicable												
Coupon Payment frequency	May 20 th , 2015 and annually thereafter.												
Interest Application money on	At the Coupon Rate from the date of realisation of Cheque(s)/Demand draft(s), realisation of funds through RTGS transfer up to, but not including the Deemed Date of Allotment, in respect of the application money. The actual payment, if any, would be on the first interest payment date.												
Default Interest Rate	2% over and above the coupon rate												
Coupon payment dates	<table border="1"> <tr> <td>1st Coupon</td> <td>20th May 2015</td> <td>Rs. 14,390,411</td> </tr> <tr> <td>2nd Coupon</td> <td>20th May 2016</td> <td>Rs. 95,500,000</td> </tr> <tr> <td>3rd Coupon</td> <td>20th May 2017</td> <td>Rs. 95,500,000</td> </tr> <tr> <td>4th Coupon</td> <td>20th May 2018</td> <td>Rs. 95,500,000</td> </tr> </table> <p>In case any Coupon payment date is a holiday, the payment shall be due on next business day</p>	1st Coupon	20 th May 2015	Rs. 14,390,411	2nd Coupon	20 th May 2016	Rs. 95,500,000	3rd Coupon	20 th May 2017	Rs. 95,500,000	4th Coupon	20 th May 2018	Rs. 95,500,000
1st Coupon	20 th May 2015	Rs. 14,390,411											
2nd Coupon	20 th May 2016	Rs. 95,500,000											
3rd Coupon	20 th May 2017	Rs. 95,500,000											
4th Coupon	20 th May 2018	Rs. 95,500,000											
Issue Opening Date	26 th March, 2015												
Issue Closing Date	26 th March, 2015												
Pay-in Date	26 th March, 2015												
Deemed date of allotment	26 th March, 2015												
Date of Maturity	20 th May, 2018												

Issuance Mode	Demat
Trading Mode	Demat
Depository	NSDL and CDSL
Settlement Mode	Payment of interest and principal will be made by way of cheque(s)/ interest warrant(s)/ demand draft(s)/credit through RTGS/NEFT system
Business Convention Day	Should any of dates defined above, fall on a Sunday or a Public Holiday in Mumbai, the interest for the period would be paid on the immediate succeeding working day in Mumbai with interest upto the day preceding the actual date of payment. The interest for the next succeeding interest period will correspondingly be adjusted. And for principal repayment it would be on the preceding Business Day
Record Date	7 days prior to each Coupon date/ Redemption date
Conditions Precedent to Disbursement	<ul style="list-style-type: none"> • Receipt of necessary corporate authorizations including, inter alia, board resolution of Issuer. • Receipt of rating letter for rating for the Debentures • Receipt of the in-principle approval from BSE for the listing of the Debentures by the Debenture Trustee; Appointment of R&T Agent • Execution of Transaction Documents duly stamped as applicable (except Debenture Trust Deed).
Transaction Documents	<ul style="list-style-type: none"> • Information Memorandum • Initial Debenture Trustee Agreement • Debenture Trust Deed
Conditions subsequent to Disbursement	<ul style="list-style-type: none"> • Execution of Debenture Trust Deed, within 60 days of Deemed Date of Allotment • Credit of Debentures in LOA form to be made into the demat account of the subscribers within 2 business days of Deemed Date of Allotment
Other key covenants	<ul style="list-style-type: none"> • Obtaining necessary statutory, contractual and other corporate authorizations and approvals including, inter alia, board resolutions of the Issuer for issuance of Debentures. • No alteration of the constitutional documents of Issuer which shall have an adverse effect on the Facility

	<ul style="list-style-type: none"> • In case of any proceedings against Issuer by any government agency or government ministry or court, and such proceedings culminating in a decision against the Issuer, which in the opinion of the Investors is of a material adverse nature and detrimental to its interest, Investor will have the right to seek mandatory prepayment of the Facility in whole. • Issuer shall not issue Secured NCDs with date of maturity similar or shorter than maturity date of these NCD • Promoters to hold minimum 51% in the Issuer at all times during the tenor of the NCD. • Promoters to have Management Control of the Issuer at all times during the tenor of the NCD and also maintain the right to appoint the Issuers' Board of Directors. • The Issuer shall ensure that it will not bring any other primary issue of NCDs with similar maturity and/or on similar /more favorable terms within next 2 months from acceptance of the term sheet without the consent of the Arranger • Arranger reserves the right of first refusal for future NCDs done by the Issuer within a period of 2 months post Clear Market
Representation and warranties from Borrower	As customary for a Facility of this nature.
Event of Default	<ul style="list-style-type: none"> • Default by the Company in the payment of the principal amount of Debentures on the Due Date. • Default by the Company in payment of any installment of Coupon on the Debentures on any Coupon Payment Date. • Insolvency of the Issuer or winding-up (whether voluntarily or compulsorily) • If (i) an involuntary proceeding for bankruptcy, insolvency, winding up, liquidation, dissolution or reorganization is commenced against the issuer; or (ii) there is commencement of any proceeding or other action for the appointment of a receiver, liquidator, assignee (or similar official) for any part of its property; or (iii) any other action in relation to winding up, liquidation, dissolution or reorganization of Issuer has been initiated or special resolution has been passed by the members of the company for winding up of the company ; and which has not been quashed/ withdrawn within 30 days from the date of

	<p>commencement of the same.</p> <ul style="list-style-type: none"> • If the Issuer is declared a sick undertaking under the provisions of the Sick Industrial Undertakings (Special Provisions) Act, 1985 ("SICA") or if a reference has been made to BIFR (as defined under SICA) by a creditor under SICA and the Issuer has not resolved the complaint or is material nationalized or is under the management of the Central Government. Nationalized for this clause will be taken as nationalization of any unit and/or assets of Issuer or Issuer itself resulting thereof in Material Adverse Effect on the Issuer as a whole. • Any information given by the Issuer to the Debentureholder(s), in this Information Memorandum, reports and other information furnished by the Issuer and the warranties given/deemed to have been given by the Issuer to the Debentureholder(s)/Trustees, to the best of its knowledge, is misleading or incorrect in any material respect ; • Default is committed in the performance or observance of any covenant, condition or provision contained in this Information Memorandum or any other Transaction Documents; • Occurrence of any event, which is a Material Adverse Event • The Issuer is unable to or have admitted in writing their inability to pay their debt as they mature. • Issuer ceases to carry on or threatens to cease its substantial business which has Material Adverse Effect on the Company as a whole. • Authority or permission to carry on its material business has been revoked by the competent government authority and such revocation has not been quashed/withdrawn with 30 days from the date of such revocation and which has Material Adverse Effect on the Company as a whole. • Default in payment of any other monies including costs, charges and expenses incurred by the Trustees. • In the event the amendment/modification of the Memorandum of Association and Articles of Association of the Issuer ("Amendments"), without the prior permission of the Debenture Trustee/Debenture Holders and such amendments adversely affects the rights of the Debenture Holders in relation to the Debentures; • If the transactions contemplated under this Deed become illegal or
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	unlawful or unenforceable, or if any of the documents entered into in relation to the Debentures or any part thereof ceases, for any reason, to be valid and binding or in full force and effect;
Provisions related to Cross Default Clause	In the event of any payment default by the issuer under the terms and conditions of any issuances/obligations under other facilities constituting any default on financial obligations or a default of more than Rs. 5 Cr on any contractual obligation.
Role and Responsibilities of Debenture Trustee	The Trustees shall protect the interest of the bondholders in the event of default by the Issuer in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Issuer. No Debentureholder shall be entitled to proceed directly against the Issuer unless the Trustees, having become so bound to proceed, fail to do so.
Transaction Expenses	All the transaction expenses has to be borne by the Issuer
Consequences of Event of Default	<ul style="list-style-type: none"> • Accelerate the redemption of NCDs. • To enforce/ avail any of the rights, remedies under the law
Governing Law and Jurisdiction	The Debentures shall be construed to be governed in accordance with Indian Law. The competent courts at Mumbai alone shall have jurisdiction in connection with any matter arising out of or under these precincts. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed / Trustee Agreement

For Kalpataru Power Transmission Limited

Authorised Signatory

(Rahul Shah)

Compliance Officer & Company Secretary

Palce : Gandhinagar

Date: March 25, 2014